COUNCILMEMBERS
Dr. Sherry Hu, Mayor
Kashef Qaadri, Vice Mayor
Jean Josey, Councilmember
Michael McCorriston, Councilmember
John Morada, Councilmember

DUBLIN
CALIFORNIA

Peter W. Snyder Council Chamber
Dublin Civic Center
100 Civic Plaza
Dublin, CA 94568
www.dublin.ca.gov

Regular Meeting of the

DUBLIN CITY COUNCIL

Tuesday, June 17, 2025

Location: Peter W. Synder Council Chamber
100 Civic Plaza
Dublin, CA 94568

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

- *Mayor Hu will be attending the City Council Meeting via teleconference from VEA Newport Beach, Lobby,* 900 Newport Center Dr, Newport Beach, CA 92660

The public shall have the opportunity to address the 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.

CLOSED SESSION 6:30 PM
REGULAR MEETING 7:00 PM

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, June 17, 2025. 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.

CLOSED SESSION 6:30 PM

I. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of case: *City of Dublin v. Brad Benson Motorsports Corporation, et al.*, Alameda County Superior Court Case No. 23CV045872

REGULAR MEETING 7:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. REPORT ON CLOSED SESSION

3. PRESENTATIONS AND PROCLAMATIONS

3.1 Update from Three Valleys Community Foundation
The City Council will receive an update from Kelly Bowers, Ed.D., CEO and President of Three Valleys Community Foundation.
STAFF RECOMMENDATION:
Receive the update.
Staff Report - Update from Three Valleys Community Foundation

3.2 Employee Introduction
New City of Dublin Staff member, Clement Lui, Summer Intern with Information Systems, will be introduced.
STAFF RECOMMENDATION:
Welcome the new City of Dublin Staff member.
Staff Report - Employee Introduction

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 June 3, 2025 Regular City Council Meeting Minutes

The City Council will consider approving the minutes of the June 3, 2025 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the June 3, 2025 Regular City Council Meeting.

Staff Report

Attachment 1 - June 3, 2025 Regular City Council Meeting Minutes

5.2 Access License Agreement with the San Francisco Bay Area Rapid Transit District (BART) for Emergency Access Through BART Property

The City Council will consider approving an Access License Agreement with the San Francisco Bay Area Rapid Transit District (BART) to allow emergency access from the City's Corporation Yard to DeMarcus Boulevard if the primary access via Scarlett Court is not accessible.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Access License Agreement with the San Francisco Bay Area Rapid Transit District (BART) for City Access Through BART-Owned Property, Assessor's Parcel Number 941-0550-023-03.

Staff Report

Attachment 1 - Resolution Approving an Access License Agreement with the San Francisco Bay Area Rapid Transit District (BART) for City Access Through BART-Owned Property, Assessor's Parcel Number 941-0550-023-03

Attachment 2 - Exhibit A to Resolution - Access License Agreement

5.3 Amendments to Consulting Services Agreements for On-Call Services for the Building and Safety and Code Enforcement Divisions

The City Council will consider approving a fourth amendment to the agreement with 4Leaf, Inc. for on-call plan check and inspection services, and will consider a third amendment to the agreement with Civica Law Group, APC for special legal counsel related to code enforcement activities.

STAFF RECOMMENDATION:

Adopt the **Resolution** a Fourth Amendment to the Consulting Services Agreement Between the City of Dublin and 4Leaf, Inc.; adopt the **Resolution** Approving a Third Amendment to the Agreement Between Civica Law Group, APC and the City of Dublin for Special Counsel Legal Services; and approve the budget change.

Staff Report

Attachment 1 - Resolution Approving a Fourth Amendment to the Consulting Services Agreement Between the City of Dublin and 4Leaf, Inc.

Attachment 2 - Exhibit A to the Resolution - Fourth Amendment to Consulting Services Agreement Between the City of Dublin and 4Leaf, Inc.
Attachment 3 - Consulting Services Agreement and First, Second and Third Amendment with 4Leaf, Inc.
Attachment 4 - Resolution Approving a Third Amendment to the Agreement Between Civica Law Group, APC and the City of Dublin for Special Counsel Legal Services
Attachment 5 - Exhibit A to the Resolution - Third Amendment to Agreement Between Civica Law Group, APC and the City of Dublin
Attachment 6 - Agreement and First and Second Amendment with Civica Law Group, APC
Attachment 7 - Budget Change Form

5.4 Introduction of an Ordinance Amending Chapter 4.04 (Business Registration) of the Dublin Municipal Code

The City Council will consider introducing an Ordinance amending Dublin Municipal Code Chapter 4.04, which governs the City's business registration program. These updates are intended to improve clarity, enhance operational efficiency, and support a better customer experience for businesses. The changes are informed by best practices and a policy review conducted by Hinderliter de Llamas & Associates (HdL), as well as City staff's experience administering the program.

STAFF RECOMMENDATION:

Waive the reading and introduce an **Ordinance** Amending Section 4.04 of the Dublin Municipal Code, Related to Business Registration.

Staff Report
Attachment 1 - Ordinance Amending Section 4.04 of the Dublin Municipal Code, Related to Business Registration
Attachment 2 - Exhibit A to the Ordinance - Amendments Section 4.04 of the Dublin Municipal Code, Related to Business Registration
Attachment 3 - Amendments to Section 4.04 of the Dublin Municipal Code, Related to Business Registration - Redline Version
Attachment 4 - Ordinance Review Brief

5.5 Park Improvement Agreement for Dublin Centre Development

The City Council will consider an Improvement Agreement with KL LB Buy 2 LLC and Landsea Homes of California, LLC to construct a 2.01-acre neighborhood park as identified in the Eastern Dublin Specific Plan within the Dublin Centre development, formerly called SCS Dublin.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Improvement Agreement for a Neighborhood Park Site Within the Dublin Centre Development.

Staff Report
Attachment 1 - Resolution Approving the Improvement Agreement for a Neighborhood Park Site Within the Dublin Centre Development
Attachment 2 - Exhibit A to the Resolution - Improvement Agreement for a Neighborhood Park Site Within the Dublin Centre

5.6 Agreements with Callander Associates Landscape Architecture, Inc., GATES + Associates, and SWA Group for On-Call Landscape Architect Services

The City Council will consider approving agreements with Callander Associates Landscape Architecture, Inc., GATES + Associates, and SWA Group for on-call landscape architect services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving Agreements with Callander Associates Landscape Architecture, Inc., GATES + Associates, and SWA Group for On-Call Landscape Architect Services.

Staff Report

Attachment 1 - Resolution Approving Agreements with Callander Associates Landscape Architecture, Inc., GATES + Associates, and SWA Group for On-Call Landscape Architect Services

Attachment 2 - Exhibit A to the Resolution - Consulting Services Agreement with Callander Associates, GATES + Associates and SWA Group.

Attachment 3 - Request for Qualifications - Landscape Architect Services

Attachment 4 - Statements of Qualifications - Landscape Architect Services

5.7 Agreement with SCA of CA, LLC for Street Sweeping Services

The City Council will consider approving an agreement with SCA of CA, LLC for street sweeping services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Agreement with SCA of CA, LLC for Street Sweeping Services.

Staff Report

Attachment 1 - Resolution Approving an Agreement with SCA of CA, LLC for Street Sweeping Services

Attachment 2 - Exhibit A to the Resolution - Contractor Services Agreement with SCA of CA, LLC

Attachment 3 - Request for Proposals - Street Sweeping Services

Attachment 4 - Statement of Qualifications - Street Sweeping Services

5.8 Agreement with Universal Building Services and Supply Co. for Carpet and Window Cleaning Services

The City Council will consider approving an agreement with Universal Building Services and Supply Co. for carpet and window cleaning services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving Agreement with Universal Building Services and Supply Co. for Carpet and Window Cleaning Services.

Staff Report

Attachment 1 - Resolution Approving an Agreement with Universal Building Services and Supply Co. for Carpet and Window Cleaning Services

Attachment 2 - Exhibit A to the Resolution - Contractor Services Agreement with Universal Building Services and Supply Co.

Attachment 3 - Request for Proposals - Carpet and Window Cleaning Services

Attachment 4 - Statement of Qualifications - Carpet and Window Cleaning Services

5.9 Amendment to the Agreement with Storm Water Inspection & Maintenance Services LLC for Trash Capture Device Maintenance Services

The City Council will consider approving an amendment to the agreement with Storm Water Inspection & Maintenance Services LLC for trash capture device maintenance services.

STAFF RECOMMENDATION:
Adopt the **Resolution** Approving an Amendment to the Agreement with Storm Water Inspection & Maintenance Services LLC for Trash Capture Device Maintenance Services.
Staff Report
Attachment 1 - Resolution Approving an Amendment to the Agreement with Storm Water Inspection & Maintenance Services LLC for Trash Capture Device Maintenance Services
Attachment 2 - Exhibit A to Resolution - First Amendment to Contractor Services Agreement between the City of Dublin and Storm Water Inspection & Maintenance Services LLC
Attachment 3 - Contractor Services Agreement between the City of Dublin and Storm Water Inspection & Maintenance Services, Inc.

5.10 Dougherty Hills Open Space Slide and Trail Repair Project (FEMA Project No. 716372) and Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project (FEMA Project No. 733037), CIP No. GI0221 – Approval of Plans and Specifications and Award of Contracts to Granite Construction Company and Approval of a Budget Change
The City Council will consider approving the plans and specifications and awarding construction contracts to Granite Construction Company for the Dougherty Hills Open Space Slide and Trail Repair Project and the Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project. The projects will repair damage caused by the storms in winter 2022-2023. The City Council will also consider approving a budget change to increase the project funding.
STAFF RECOMMENDATION:
Adopt the **Resolution** Approving the Plans and Specifications and Awarding a Contract to Granite Construction Company for the Dougherty Hills Open Space Slide and Trail Repair Project, CIP No. GI0221, FEMA Project No. 716372; adopt the **Resolution** Approving the Plans and Specifications and Awarding a Contract to Granite Construction Company for the Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project, CIP No. GI0221, FEMA Project No. 733034; and approve the budget change.
Staff Report
Attachment 1 - Resolution Approving the Plans and Specifications and Awarding a Contract to Granite Construction Company for the Dougherty Hills Open Space Slide and Trail Repair Project, CIP No. GI0221, FEMA Project No. 716372
Attachment 2 - Exhibit A to the Resolution - Agreement with Granite Construction Company for the Dougherty Hills Open Space Slide and Trail Repair Project, CIP No. Gi0221, FEMA Project No. 716372
Attachment 3 - Exhibit B to the Resolution - Dougherty Hills Open Space Slide and Trail Repair Project Plans and Specifications
Attachment 4 - Dougherty Hills Open Space Slide and Trail Repair Project Bid Results
Attachment 5 - Resolution Approving the Plans and Specifications and Awarding a Contract to Granite Construction Company for the Dublin Boulevard Slide Repair - Between Inspiration Drive and Silvergate Drive Project, CIP No. GI0221, FEMA Project No. 733034
Attachment 6 - Exhibit A to the Resolution - Agreement with Granite Construction Company for the Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project, CIP No. GI0221, FEMA Project No. 733034
Attachment 7 - Exhibit B to the Resolution - Dublin Boulevard Slide Repair Project Plans and Specifications
Attachment 8 - Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project Bid Results
Attachment 9 - CIP No. GI0221

Attachment 10 - Budget Change

5.11 First Amendment to the Agreement with All City Management Services Inc

The City Council will consider approving an amendment to the current agreement with All City Management, Inc., to extend crossing guard services for three years, with a new expiration date of June 30, 2028, and increase the not-to-exceed compensation.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the First Amendment to Contractor Services Agreement Between the City of Dublin and All City Management Services, Inc.

Staff Report

Attachment 1 - Resolution Approving the First Amendment to Contractor Services Agreement Between the City of Dublin and All City Management Services, Inc.

Attachment 2 - Exhibit A to the Resolution - First Amendment to Contractor Services Agreement Between the City of Dublin and All City Management Services, Inc.

5.12 Agreement with Casey Printing for Printing and Bulk Mail Preparation Services

The City Council will consider approving a two-year agreement with Casey Printing for the printing and distribution of the City's newsletters and activity guides.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Agreement with Casey Printing for Printing and Bulk Mail Preparation Services.

Staff Report

Attachment 1 - Resolution Approving an Agreement with Casey Printing for Printing and Bulk Mail Preparation Services

Attachment 2 - Exhibit A to the Resolution - Contractor Services Agreement Between the City of Dublin and Casey Printing

Attachment 3 - 2025 Printing Services RFP

5.13 Appointment of Association of Bay Area Governments Delegate for 2025 General Assembly

The City Council will consider confirming the Mayor's Appointment of Councilmember Josey as the City's delegate for the 2025 Association of Bay Area Governments General Assembly.

STAFF RECOMMENDATION:

Confirm the Mayor's Appointment of Councilmember Josey as the City of Dublin delegate for the 2025 Association of Bay Area Governments General Assembly.

Staff Report

5.14 Adoption of an Appropriations Limit for Fiscal Year 2025-26

The City Council will consider adoption of the annual Appropriations Limit in accordance with state law. The City of Dublin's Limit for Fiscal Year 2025-26 is $527,518,172, which exceeds the City's related appropriations by $424,819,201.

STAFF RECOMMENDATION:

Adopt the **Resolution** Adopting an Appropriations Limit for Fiscal Year 2025-2026.

Staff Report

Attachment 1 - Resolution Adopting an Appropriations Limit for Fiscal Year 2025-26

Attachment 2 - Exhibit A to the Resolution - Calculation of Fiscal Year 2025-26 Appropriations Limit

5.15 Payment Issuance Report and Electronic Funds Transfer

The City Council will receive a listing of payments issued from May 1, 2025 – May 31, 2025, totaling $22,110,296.26.

STAFF RECOMMENDATION:

Receive the report.

Staff Report

Attachment 1 - Payment Issuance Report for May 2025

5.16 Amending the Schedule of Service Rates for Integrated Solid Waste Services

The City Council will consider ratifying a resolution to amend the service rates for integrated solid waste services. The City Council held a noticed public hearing on June 3, 2025 to establish the garbage rates effective July 1, 2025 and to establish the Fiscal Year 2025-26 refuse-related property tax assessment. The City Council deliberated on Item 6.1 and no public comment was received. The City Council now needs to act to ratify the resolution regarding the schedule of service rates for integrated solid waste services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Amending the Schedule of Service Rates for Integrated Solid Waste Services.

Staff Report

Attachment 1 - Amending the Schedule of Service Rates for Integrated Solid Waste Services

Attachment 2 - Exhibit A to the Resolution - Proposed Adjustment to Garbage Company Rates

Attachment 3 - June 3, 2025, Item 6.1 Staff Report (Without Attachments)

5.17 Special Designation of General Fund Reserves for Fiscal Year 2024-25

The City Council will consider special designations of General Fund reserves for Fiscal Year 2024-25.

STAFF RECOMMENDATION:

Adopt the **Resolution** Authorizing a Special Designation of General Fund Committed Reserves for Fiscal Year 2024-25 and confirm changes to General Fund Assigned Reserves.

Staff Report

Attachment 1 - Resolution Authorizing a Special Designation of General Fund Reserves for Fiscal Year 2024-25

Attachment 2 - Fiscal Year 2024-25 General Fund Reserves Summary

5.18 Amendment to the Consulting Services Agreement with Townsend Public Affairs, Inc. for Grant Strategy and Writing Services

The City Council will consider approving a second amendment to the agreement with Townsend Public Affairs, Inc. for grant strategy and writing services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Second Amendment to the Consulting Services Agreement with Townsend Public Affairs, Inc. for Grant Strategy and Writing Services.

Staff Report

Attachment 1 - Resolution Approving the Second Amendment to the Consulting Services Agreement with Townsend Public Affairs, Inc. for Grant Strategy and Writing Services

Attachment 2 - Exhibit A to the Resolution - Second Amendment to Consulting Services Agreement Between the City of Dublin and Townsend Public Affairs, Inc.

6. PUBLIC HEARING

6.1 Legislation/Housing Element Implementation – Zoning Ordinance Amendments (PLPA-004154-2025)

The City Council will consider City-initiated amendments to the Zoning Ordinance to implement recent changes in state law and certain programs of the General Plan Housing Element. Amendments are proposed to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.36 (Development Regulations), Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities), Chapter 8.64 (Home Occupations Regulations), Chapter 8.68 (Inclusionary Zoning Regulations), Chapter 8.76 (Off -Street Parking and Loading Regulations), Chapter 8.81 (SB 9 Unit Developments), Chapter 8.104 (Site Development Review), Chapter 8.116 (Zoning Clearance) and Chapter 8.132 (Notice and Hearings). In addition, the proposed amendments include a new chapter, Chapter 8.49 (Low-Barrier Navigation Centers). The City Council will also consider an exemption from the requirements of the California Environmental Quality Act.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate, and adopt the **Ordinance** Approving Amendments to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.36 (Development Regulations), Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities), Chapter 8.64 (Home Occupations Regulations), Chapter 8.68 (Inclusionary Zoning Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.81 (SB 9 Unit Developments), Chapter 8.104 (Site Development Review), Chapter 8.116 (Zoning Clearance) and Chapter 8.132 (Notice and Hearings), and the Addition of Chapter 8.49 (Low-Barrier Navigation Centers).

Staff Report
Attachment 1 - Ordinance Approving Amendments to Dublin Municipal Code
Attachment 2 - Redlined Zoning Ordinance Amendments
Attachment 3 - Planning Commission Resolution No. 25-02 Recommending City Council Approval of Zoning Ordinance Amendments
6.1 - PowerPoint Presentation

7. UNFINISHED BUSINESS

7.1 Proposed Fiscal Year 2025-26 Budget

The City Council will consider approval of the Proposed Budget for Fiscal Year 2025-26 and related salary plans.

STAFF RECOMMENDATION:

Conduct the budget hearing, deliberate, and adopt the following: 1) **Resolution** Adopting a Budget for the City of Dublin for Fiscal Year 2025-26; 2) **Resolution** Establishing a Salary Plan for Full -Time Personnel in Accordance with the Personnel Rules; 3) **Resolution** Establishing a Salary Plan for Management Positions Exempt from Competitive Services; and 4) **Resolution** Amending the Classification Plan.

Staff Report
Attachment 1 - Proposed Fiscal Year 2025-26 Budget

Attachment 2 - Resolution Adopting a Budget for the City of Dublin for Fiscal Year 2025-26
Attachment 3 - Resolution Establishing a Salary Plan for Full-Time Personnel in Accordance with the Personnel Rules
Attachment 4 - Resolution Establishing a Salary Plan for Management Positions Exempt from Competitive Service
Attachment 5 - Resolution Amending the Classification Plan
Attachment 6 - Exhibit A to the Resolution - Digital Communications Technician
Attachment 7 - Exhibit B to the Resolution - Digital Engagement Specialist
Attachment 8 - Exhibit C to the Resolution - Senior Digital Engagement Specialist
7.1 - PowerPoint Presentation

7.2 Five-Year Capital Improvement Program 2024-2029 Update

The City Council will consider adopting an update to the Five-Year Capital Improvement Program 2024-2029, which includes capital project funding from Fiscal Year 2024-25 through Fiscal Year 2028-29.

STAFF RECOMMENDATION:

Adopt the **Resolution** Adopting the Five-Year Capital Improvement Program 2024-2029 Update.

Staff Report
Attachment 1 - Resolution Adopting the Five-Year Capital Improvement Program 2024-2029 Update
Attachment 2 - Five-Year Capital Improvement Program 2024-2029 Update
7.2 - PowerPoint Presentation

8. NEW BUSINESS

8.1 2025 Dublin Community Survey

The City Council will receive a presentation on the results from the 2025 Dublin Community Survey.

STAFF RECOMMENDATION:

Receive the presentation.

Staff Report
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: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Update from Three Valleys Community Foundation
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will receive an update from Kelly Bowers, Ed.D., CEO and President of Three Valleys Community Foundation.

STAFF RECOMMENDATION:

Receive the update.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Three Valleys Community Foundation (3VCF) is a grantmaking public charity that serves the Tri-Valley and greater East Bay area through partnering with private and public donors on philanthropic investments. At the January 11, 2022 meeting, the City Council approved a grant agreement with 3VCF to provide $50,000 in equal installments over three years to support the initial administrative and operational functions associated with the launch of the Foundation.

The City Council will receive an update from Kelly Bowers, Ed.D., CEO and President, on the Foundation's operations.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 3.2

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Employee Introduction
Prepared by: Sarah Monnastes, Human Resources Director

EXECUTIVE SUMMARY:

New City of Dublin Staff member, Clement Lui, Summer Intern with Information Systems, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff member.

FINANCIAL IMPACT:

None.

DESCRIPTION:

New City of Dublin Staff member, Clement Lui, Summer Intern with Information Systems, will be introduced.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 5.1

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Approval of June 3, 2025 Regular City Council Meeting Minutes
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approving the minutes of the June 3, 2025 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the June 3, 2025 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approving the minutes of the June 3, 2025 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) June 3, 2025 Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: June 3, 2025

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

REGULAR MEETING 7:00 PM

A Regular Meeting of the Dublin City Council was held on Tuesday, June 3, 2025, in the Peter W. Snyder Council Chamber. The meeting was called to order at 7:07 PM, by Mayor Hu.

1) CALL TO ORDER

Attendee Name	Status
Dr. Sherry Hu, Mayor	Present
Kashef Qaadri, Vice Mayor	Present
Jean Josey, Councilmember	Present
Michael McCorriston, Councilmember	Present
John Morada, Councilmember	Absent

2) PLEDGE OF ALLEGIANCE

3) PRESENTATIONS AND PROCLAMATIONS

3.1) Recognition of 2025 Dublin Pride Week Contest Winners

The City Council recognized the winners of the 2025 Dublin Pride Week Photography, Poster, and Essay Contests.

3.2) Elder Abuse Awareness Month Proclamation

The City Council presented the Elder Abuse Awareness Month proclamation.

3.3) Gun Violence Awareness Day and Month Proclamation

The City Council presented the Gun Violence Awareness Day and Month proclamation.

Mike Grant provided public comment.

DRAFT

3.4) Employee Introduction

New City of Dublin Staff members, Reese Maeda, Summer Intern with the Communications Division of the City Manager's Office, and Mycile Cahambing, Administrative Technician with the City Clerk's Office, were introduced.

4) PUBLIC COMMENT

Mike Grant provided public comment.

Shirley Lewandowski provided public comment.

Norm Lewandowski provided public comment.

Todd Benson provided public comment.

Toni Rodolfo-Benson provided public comment.

5) CONSENT CALENDAR

5.1) Approved May 20, 2025 Regular City Council Meeting Minutes.

5.3) Adopted Resolution No. 34-25 titled, "Approving the Plans and Specifications and Awarding a Contract to CLS/Cervantes Landscape Services, Inc. for the Irrigation System Upgrades Project, CIP No. GI0224."

5.4) Adopted Resolution No. 35-25 titled, "Adopting a List of Projects Funded in Fiscal Year 2025-26 by Senate Bill 1, the Road Repair and Accountability Act of 2017."

5.6) Adopted Resolution No. 36-25 titled, "Approving an Agreement with Commune Communication Corp for Economic Development Branding and Marketing Consulting Services."

5.9) Adopted Resolution No. 39-25 titled, "Approving a Contract Instructor Services Agreement with North American Youth Activities, LLC dba Kidz Love Soccer for Recreation Services"; and Resolution No. 40-25 titled, "Approving a Contract Instructor Services Agreement with Rudolf Graf dba World Cup Soccer Camps and Clinics for Recreation Services."

5.11) Adopted Resolution No. 42-25 titled, "Updating the Designation of Positions Authorized to Approve Local Agency Investment Fund Transactions."

5.12) Adopted Resolution No. 43-25 titled, “Approving the Purchase and Sale Agreement with the Dublin Unified School District for the Dublin Crossing Development School Site (Assessor’s Parcel Number 986-0001-001-32) and Authorizing the City Manager to Execute the Agreement and Take Related Actions.”

On a motion by Vice Mayor Qaadri, seconded by Councilmember Josey, and by unanimous vote, the City Council adopted the Consent Calendar items, except for items 5.2, 5.5, 5.7, 5.8, and 5.10.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVED BY:	Kashef Qaadri, Vice Mayor
SECOND:	Jean Josey, Councilmember
AYES:	Hu, Josey, McCorriston, Qaadri
ABSENT:	Morada

5.2) Adopted Resolution No. 33-25 titled, “Adopting an Annual Update to the Master Fee Schedule for Services Provided by the City.”

This item was pulled from the Consent Calendar for clarifying questions.

5.5) Approved the Heritage and Cultural Arts Commission’s recommendations for the 2025 Utility Box Art Program.

This item was pulled from the Consent Calendar for discussion.

5.7) Adopted Resolution No. 37-25 titled, “Approving an Agreement with the County of Alameda for Additional Library Services for Fiscal Year 2025-26.”

This item was pulled from the Consent Calendar for clarifying questions.

5.8) Adopted Resolution No. 38-25 titled, “Approving an Agreement with Waste Management of Alameda County, Inc. for Organics and Solid Waste Post-Collection Services.”

This item was pulled from the Consent Calendar for clarifying questions.

5.10) Adopted Resolution No. 40-25 titled, “Approving a First Amendment to the Consulting Services Agreement Between the City of Dublin and Lanlogic, Inc. for the Purchase of Information Technology Services and Related Equipment.”

This item was pulled from the Consent Calendar for clarifying questions.

On a motion by Vice Mayor Qaadri, seconded by Councilmember McCorriston, and by unanimous vote, the City Council adopted the remainder of the Consent Calendar.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVED BY:	Kashef Qaadri, Vice Mayor
SECOND:	Michael McCorriston, Councilmember
AYES:	Hu, Josey, McCorriston, Qaadri
ABSENT:	Morada

6) PUBLIC HEARING

6.1) Adoption of Rates for Garbage Collection, Disposal, and Recycling Services Provided by Amador Valley Industries and Establishing the 2025-26 Annual Assessment

The City Council received a presentation regarding establishing the garbage rates effective July 1, 2025 and establishing the Fiscal Year 2025-26 refuse-related property tax assessment.

Mayor Hu opened the Public Hearing.

Upon receiving no public comment, Mayor Hu closed the Public Hearing.

On a motion by Vice Mayor Qaadri, seconded by Jean Josey, and by unanimous vote, the City Council adopted Resolution No. 44-25 titled, “Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2025-2026.”

RESULT:	**ADOPTED [UNANIMOUS]**
MOVED BY:	Kashef Qaadri, Vice Mayor
SECOND:	Jean Josey, Councilmember
AYES:	Hu, Josey, McCorriston, Qaadri
ABSENT:	Morada

Mayor Hu called for a break at 9:08 PM.

Mayor Hu reconvened the meeting at 9:18 PM.

7) UNFINISHED BUSINESS

7.1) Preliminary Fiscal Year 2025-26 General Fund Budget Update

The City Council received a presentation on the Preliminary Fiscal Year 2025-26 Budget, including a brief economic overview, review of current sales tax receipts, and a framework for potential budget reductions in the event of a recession or significant revenue loss.

Mayor Hu opened the public comment period. Upon receiving no public comment, Mayor Hu closed the public comment period.

By consensus, the City Council directed Staff to proceed with adding three crossing guard positions to the budget and begin an evaluation of a future Transit Occupancy Tax increase.

7.2) Five-Year Capital Improvement Program 2024-2029 – General Fund Projects Fiscal Year 2025-2026 Revisions

The City Council received a presentation on Fiscal Year 2025-26 revisions to the Five-Year Capital Improvement Program 2024-2029 (CIP) projects funded partially or wholly by the General Fund.

Tracy Farhad provided public comment.

Guy Houston provided public comment.

By consensus, the City Council directed Staff to remove the shade structure project, refine the Fallon Sports Park – Field G upgrades, remove the Citywide Storm Drain Improvements project, remove the San Ramon Blvd Landscape Renovation project, proceed with the Kolb Park renovations with a reevaluation of the project to determine which aspects could be eliminated, and move forward with the Sunday School Barn improvements.

8) NEW BUSINESS – None.

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 Hu adjourned the meeting at 10:55 PM.

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 5.2

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Access License Agreement with the San Francisco Bay Area Rapid Transit District (BART) for Emergency Access Through BART Property
Prepared by: Laurie Sucgang, City Engineer

EXECUTIVE SUMMARY:

The City Council will consider approving an Access License Agreement with the San Francisco Bay Area Rapid Transit District (BART) to allow emergency access from the City's Corporation Yard to DeMarcus Boulevard if the primary access via Scarlett Court is not accessible.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Access License Agreement with the San Francisco Bay Area Rapid Transit District (BART) for City Access Through BART-Owned Property, Assessor's Parcel Number 941-0550-023-03.

FINANCIAL IMPACT:

There is no impact to the General Fund. The San Francisco Bay Area Rapid Transit District (BART) will be responsible for the cost to maintain the BART-owned property.

DESCRIPTION:

On May 20, 2025, the City Council approved a Transportation License Agreement with the San Francisco Bay Area Rapid Transit District (BART) to allow BART to construct and maintain bicycle and pedestrian improvements on City-owned property as part of BART's Dublin/Pleasanton BART Station Active Access Improvements Project. Upon completion of the Project, the City's existing emergency access route will be modified due to the new improvements.

The design of the Project improvements will accommodate a new vehicular access route for the City for emergency purposes, and BART is agreeable to giving the City access through the Project improvements and through BART-owned property (as depicted in Exhibit B of Attachment 2). The proposed Access License Agreement allows the City to access a portion of

the BART-owned property for ingress and egress in the event of an emergency when the City's primary access from the Corporation Yard to Scarlett Court is flooded or obstructed.

BART has agreed to maintain the access route free of obstruction and the City is allowed to remove any obstructions that may interfere with access to ensure the route remains passable in an emergency.

The proposed Access License Agreement has an initial term of 25 years with an option for the City to renew for an additional 25 years.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving an Access License Agreement with the San Francisco Bay Area Rapid Transit District (BART) for City Access Through BART-Owned Property, Assessor's Parcel Number 941-0550-023-03
2) Exhibit A to the Resolution – Access License Agreement

RESOLUTION NO. XX – 25

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

APPROVING AN ACCESS LICENSE AGREEMENT WITH THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT (BART) FOR CITY ACCESS THROUGH BART-OWNED PROPERTY, ASSESSOR'S PARCEL NUMBER 941-0550-023-03

WHEREAS, the San Francisco Bay Area Rapid Transit District (BART) is the lead agency for the design and construction of the Dublin/Pleasanton BART Station Active Access Improvements Project (Project); and

WHEREAS, the City has an existing emergency access route from the City's Corporation Yard through BART-owned property to DeMarcus Boulevard and desires to maintain an emergency access route; and

WHEREAS, the Project design has been modified to accommodate a new access route for the City for ingress and egress for emergency purposes through BART-owned property, Assessor's Parcel Number 941-0550-023-03; and

WHEREAS, BART is agreeable to allow such use by the City of BART-owned property; and

WHEREAS, BART is agreeable to maintain the new access route free of obstructions that may interfere with the City's use as emergency access, as further described in the Access License Agreement, attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Access License Agreement with the San Francisco Bay Area Rapid Transit District, attached hereto as **Exhibit A** to this Resolution, for City use of BART-owned property access to and from the City's Corporation Yard in the event of an emergency that eliminates or restricts the main Corporation Yard access.

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.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Docusign Envelope ID: 42AF2FC6-4F1A-476A-9BAA-6D5F3F3BEBC3

ACCESS LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter "LICENSE"), is made and entered into this ____ day of _____, 2025, by and between the City of Dublin, a Municipal Corporation (hereinafter "CITY") and San Francisco Bay Area Rapid Transit District, a rapid transit district (hereinafter "BART").

RECITALS

A. Both parties are authorized by the acts governing them to plan, improve, maintain and operate facilities and transportation;

B. BART is the owner, in fee, of that certain parcel of land in the City of Pleasanton, Alameda County, California, which is more particularly described in recorded document number 1994-390258, official records of County of Alameda.

C. CITY desires to maintain its existing connection from CITY Corporation Yard (Assessor's Parcel Number 941-0550-077-01), through adjacent CITY property (Assessor's Parcel Number 941-0550-023-04) to DeMarcus Boulevard, a CITY public street, and to the Iron Horse Regional Trail for emergency access route for City vehicles at times when the standard means of access to and from the CITY Corporation Yard cannot be used due to flooding or other obstructions. Use and access of this connection requires access through existing BART property (Assessor's Parcel Number 941-0550-023-03) as shown in Exhibit A, which is attached hereto and made a part hereof;

D. BART is agreeable to such use by CITY of BART property (Assessor's Parcel Number 941-0550-023-03) and hereby grants a non-exclusive access for said use upon the following terms and conditions.

E. City is agreeable to the designated access area, as depicted in Exhibit B (hereinafter "LICENSED AREAS"), which can be used for access uses in accordance with this LICENSE and any amendments thereto;

NOW, THEREFORE, BE IT MUTUALLY AGREED as follows:

1. Permitted Use. Subject to the terms of this LICENSE, CITY is permitted to construct, improve, maintain and operate the LICENSED AREAS for emergency access purposes to its facilities.

2. Licensed Areas. The LICENSED AREAS are depicted in Exhibit B (Location Map), which is attached hereto and made a part hereof.

3. Additional Licensed Areas. Additional LICENSED AREAS, as mutually agreed upon by BART and CITY, may be added by written amendment to this LICENSE. In addition, CITY agrees that if future public improvements by BART on its property within or adjacent to the LICENSED AREAS necessitate the modification or relocation of the

LICENSED AREAS, CITY shall cooperate with BART in amending this LICENSE to implement such relocation, provided that any such relocation shall accommodate CITY's access to and from its CITY Corporation Yard.

4. License Fee. This LICENSE shall not require payment of any rent or other charges to CITY by BART for the use of the LICENSED AREAS for the purposes for which it is permitted.

5. Term of License.

   a. The term of this LICENSE shall be for twenty-five (25) years from the date of execution of this LICENSE with an option to CITY of renewal for additional periods of twenty-five (25) years thereafter upon application therefore accompanied by a showing of faithful exercise thereof according to the covenants herein; either this original LICENSE or any renewal thereof to be subject to termination under the covenants provided herein to govern such termination. Renewals shall be subject to updating the conditions on use of the LICENSED AREAS. Notwithstanding the foregoing, either party may terminate this Agreement during the Term, for any reason or for no reason, upon not less than thirty (30) days' written notice to the other party stating such party's intention to terminate this Agreement and the date such termination shall occur.

   b. CITY's obligations under Section 11 ("Indemnity") and Section 13 ("Waiver of Claims") shall survive the termination of this LICENSE.

6. Limitations.

   a. This LICENSE is granted solely for the purpose of authorizing CITY to use the LICENSED AREAS as an emergency access route.

   b. It is understood and agreed by CITY that the primary purpose for which BART has acquired and owns the LICENSED AREA is for access to the Dublin/Pleasanton BART Station and that operations in furtherance of said purpose must take precedence over any and all other uses of the subject LICENSED AREA.

   c. BART shall have all reasonable and necessary rights of entry to the subject LICENSED AREAS, including the right to alteration or repair and maintenance and operation for BART purposes. Use of the LICENSED AREAS by CITY shall be at all times subject to the primary use of the aforesaid LICENSED AREAS for BART purposes.

   d. CITY shall obtain and comply with all required permits, agreements and/or regulatory approvals relating to the improvement, maintenance, or operation of the LICENSED AREAS for emergency access purposes including all federal, state, or local government requirements. This requirement includes compliance with CEQA as well as any necessary construction, building or use permits, including any progress inspections that may be required by any regulatory body.

e. Prior to performing any maintenance, repair or improvement work on the LICENSED AREAS, CITY shall obtain and comply with a Permit to Enter from BART.

f. Should BART, in its sole discretion, reasonably determine that any of CITY's activities or improvements interfere with any BART activities or operations, BART may require CITY to eliminate said interference, by providing CITY with written notice of BART's requirement and the reasons, therefore. Within 30 days of its receipt of such notice, CITY shall proceed forthwith to remedy the problem, as directed by BART. In the event CITY fails to remedy or correct the problem within such thirty-day period, BART may take such action as BART deems reasonably necessary to remedy such interference, all at CITY's sole expense.

g. CITY agrees to abide by any future LICENSED AREAS Rules and Regulations which may be adopted by BART's Board of Directors after BART provides CITY with notice of the same.

h. CITY agrees to accept this LICENSE to the LICENSED AREAS on an "as-is" basis, and CITY has no obligation for maintenance or repair of LICENSED AREAS during the term of this LICENSE.

i. CITY shall be solely responsible for any damage or loss to CITY resulting from theft or vandalism or resulting from any other cause. BART shall not provide security for the LICENSED AREA in general. BART shall not be responsible for any loss or damage suffered by CITY (including direct or indirect loss or damage, or incidental or consequential loss or damage) resulting from any damage to CITY's improvements or loss of use thereof suffered in connection with this LICENSE.

j. Suspension or Limitation of Use: BART shall have the right, without liability to CITY, to suspend any licensed uses temporarily or to limit this LICENSE and the use of the LICENSED AREAS by the CITY during such periods of time as BART determines that such suspension or limitation is necessary in the interest of public safety, national security, or the operation or maintenance of its facilities. BART will provide notice of its determination to suspend or limit use to CITY pursuant to Section 14 of this License Agreement.

7. <u>Licensed Areas Maintenance and Operation</u>

a. BART shall be responsible for all regular and routine maintenance of the LICENSED AREAS, including, general upkeep and removal of litter and large debris.

b. CITY shall not be responsible for regular or routine maintenance of the LICENSED AREAS. However, CITY shall be responsible for any repair or maintenance of the LICENSED AREAS necessitated by its use of the LICENSED AREAS. Furthermore, CITY reserves the right to remove any obstruction within the LICENSED AREAS that may interfere with emergency

access, including vegetation and debris, to ensure the route remains passable in an emergency.

8. Violations of Permitted Use. Should CITY, its employees, contractors, subcontractors, agents, or the general public construct, install, operate or maintain any access improvements in violation of the terms of this LICENSE, or in violation of any of the approvals granted hereunder, BART may direct CITY, at CITY's sole cost, to remove the improvements, if any, from the LICENSED AREAS or to take other remedial action, as BART may, in its sole discretion, determine to be appropriate. CITY shall be afforded a period of thirty (30) days, within which to cure any such violations and comply with BART's directive. In the event CITY fails to cure within the above stated period, BART shall have the right to take any and all actions to remediate the LICENSED AREAS and CITY shall reimburse BART for all costs associated therewith. BART, as it reasonably determines, may extend the period as may be necessary to cure the default, provided that the CITY has commenced the cure within the thirty (30) day period.

9. Assignment. CITY may assign all of its rights, duties and liabilities under this LICENSE to another public agency provided that such assignment is agreeable to BART and provided further that such agency gives written notice to BART that it accepts all of the rights, duties and liabilities imposed upon CITY under this LICENSE.

10. Acknowledgment of Title. It is understood and agreed that CITY, by the acceptance of this LICENSE and by the use or occupancy of said LICENSED AREAS, has not acquired and shall not acquire hereafter any property rights or interest in or to said LICENSED AREAS through this LICENSE, and that CITY may use the LICENSED AREAS only as herein provided. BART shall retain the right to sell or change areas, but in the event that CITY is damaged by such action, CITY shall be compensated for any damage to facilities which it has installed based on an agreed upon value.

11. Indemnity

CITY shall indemnify, defend, reimburse and hold harmless BART, its officers, agents, contractors and, employees (collectively, "Indemnitees") from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (collectively, "Liabilities"), arising in any manner out of: (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the LICENSED AREAS, or any part thereof, whether the person or property of CITY, its officers, agents, employees, contractors and subcontractors (collectively, "Agents"), its invitees, guests or business visitors or third persons (collectively, "Invitees"), relating in any manner to any use or activity under the LICENSE and modifications thereto; (b) any failure by CITY to faithfully observe or perform any of the terms, covenants or conditions of this LICENSE or (c) the use of the LICENSED AREAS or any activities conducted thereon by CITY, its Agents or Invitees. This provision applies except to the extent of Liabilities resulting directly from the sole negligence or willful misconduct of BART or BART's authorized representatives.

The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the Indemnitees, including, without limitation, damages for

decrease in the value of the LICENSED AREAS and claims for damages or decreases in the value of adjoining property. CITY shall have an immediate and independent obligation to defend BART from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to CITY by BART and continues at all times thereafter. CITY's obligations under this Condition shall survive the expiration or termination of the LICENSE and modifications thereto.

12. Minimum Insurance Requirements.

CITY shall procure and maintain for the duration of the use of the LICENSED AREAS, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the use of the LICENSED AREAS and the activities of CITY, guests, agents, representatives, employees or sub- contractors. At all times during the life of this LICENSE, or as may further be required by this LICENSE, CITY at its own cost and expense, shall provide the following insurance:

Coverage - Coverage shall be at least as broad as the following:

a. General Liability Insurance for bodily injury (including death) and property damage which provides limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate as applicable. Coverage shall include premises and operations, products/completed operations, broad form property damage, blanket contractual liability coverage, personal injury liability, cross-liability and severability of interests, and independent contractors' liability. Such insurance shall include the following endorsements: (a) Inclusion of the BART, its directors, officers, representatives, agents and employees as additional insured as respects to CITY's ongoing and completed operations in connection with this LICENSE, (b) Stipulation that the insurance is primary insurance and that no insurance or self-insurance of BART will be called upon to contribute to a loss, and (c) Waiver of Subrogation Endorsement in favor of the BART, its directors, officers, representatives, agents and employees. Liability - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including property damage, bodily injury and personal injury with limits of at least two million dollars ($2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If Commercial General Liability Insurance or other form with a general aggregate limit, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 25 03, or ISO CG 25 04, or insurer's equivalent endorsement provided to BART) or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability for bodily injury (including death) and property damage which provides coverage limit of at least One Million Dollars ($1,000,000) combined single limit per occurrence applicable for all owned, non-owned and hired vehicles. Coverage shall be endorsed to include the inclusion of the BART, its directors, officers,

representatives, agents and employees as additional insureds as respects services or operations in connection with this LICENSE.

c. Statutory Workers' Compensation and Employer's Liability Insurance for not less than One Million Dollars ($1,000,000) per accident applicable to Employer's Liability coverage for all employees engaged in services or operations under this LICENSE. The policy shall include broad form all-states/other states coverage. Coverage shall be specifically endorsed to include the insurer's Waiver of Subrogation in favor of the BART, its directors, officers, representatives, agents and employees.

d. The foregoing requirements as to the types and limits of insurance coverage to be maintained by CITY, and any approval of said insurance by BART is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CITY pursuant to this LICENSE, including but not limited to the provisions concerning indemnification.

e. The BART acknowledges that some insurance requirements contained in this article may be fulfilled by a funded self-insurance program of CITY. However, this shall not in any way limit liabilities assumed by CITY under this Permit. In the event that CITY elects to self-insure, CITY shall provide a certificate or other evidence of self-insurance to BART. The BART reserves the right to terminate or suspend the LICENSE in the event of non-compliance with the insurance requirements of this Article. In no event shall any suspension entitle CITY to an extension of the term of the LICENSE specified in this Article.

f. All policies shall be endorsed to provide District with thirty (30) days prior written notice of any cancellation, reduction or material change in coverage. Notices shall be sent to the Department Manager, Insurance, San Francisco Bay Area Rapid Transit BART, P. O. Box 12688, Oakland, California 94604-2688. CITY shall annually submit to the BART's Department Manager, Insurance, certifications confirming that the insurance required has been renewed and continues in place (if required).

g. All policies shall be issued by California admitted companies which hold a current policy holders alphabetic and financial size category rating of not less than A: VIII according to Best's Insurance Reports.

h. At or before execution of this LICENSE, CITY shall provide BART with a certificate of insurance executed by an authorized representative of the insurer(s) evidencing that CITY's insurance complies with this Article, including a copy of all required endorsements. Verification of Coverage – CITY shall furnish BART with certificates and amendatory endorsements effecting coverage required by the above provisions.

13. <u>Waiver of Claims</u>

Except for any claim, demand, right or cause of action arising from BART's sole negligence or willful misconduct, CITY fully releases, waives, and discharges forever any and all claims, demands, rights and cause of action against, and covenants not to sue, Indemnities, under any present or future laws, statutes, or regulations: (a) for any claim or event relating to the condition of the LICENSED AREA or CITY's use thereof; or (b) in the event that BART exercises its right to suspend, revoke or terminate the LICENSE.

14. Duties of BART. BART agrees to give CITY reasonable notice of BART operations and maintenance which would affect access of CITY and keep CITY informed of any conditions which might result in such operations and maintenance. BART further agrees to furnish any plans for improvements to the LICENSED AREAS to the CITY for review and comments. BART will maintain the LICENSED AREAS to the extent necessary for its access to the Dublin/Pleasanton BART Station. Repairs to the LICENSED AREAS shall be the responsibility of BART except when such repairs arise from damage caused by CITY, its officers, agents, employees, contractors and subcontractors, its invitees, guests or business visitors or third persons. Such BART responsibilities shall not relieve the CITY from its Liabilities as described in Section 11.

15. Notice. Any demand or notice which either party shall be required, or may desire to make upon or give to the other shall be in writing and shall be delivered personally upon the other or be sent by prepaid certified mail to the respective parties as follows:

BART: Director of Real Estate and Property Management
2150 Webster Street, 9th Floor
Oakland, CA 94612

CITY: City Manager
100 Civic Plaza
Dublin, CA 94568
Copy to: City Engineer

Either party may, from time to time, designate any other address for this purpose by written notice to the other party, given with 10 business day notice.

16. Miscellaneous

a. This LICENSE constitutes the entire LICENSE and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this LICENSE must be in writing and executed by both parties.

b. If any provision of this LICENSE is invalid or unenforceable with respect to any party, the remainder of this LICENSE or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not

be affected and each provision of this LICENSE shall be valid and enforceable to the fullest extents permitted by law.

c. This LICENSE shall be governed by the laws of the State of California.

d. This LICENSE may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this LICENSE on the dates appearing below their respective authorized signatures.

BART:
Bay Area Rapid Transit

By: DocuSigned by: Joseph Basuino 1C6C2911CC7E414...
Director, Real Estate and Property Management

Date: 5/27/2025

APPROVED AS TO FORM:
Signed by: Stephen Munzio 551218156346402...
Attorney
Office of the General Counsel

CITY:

By: _____
Colleen Tribby, City Manager

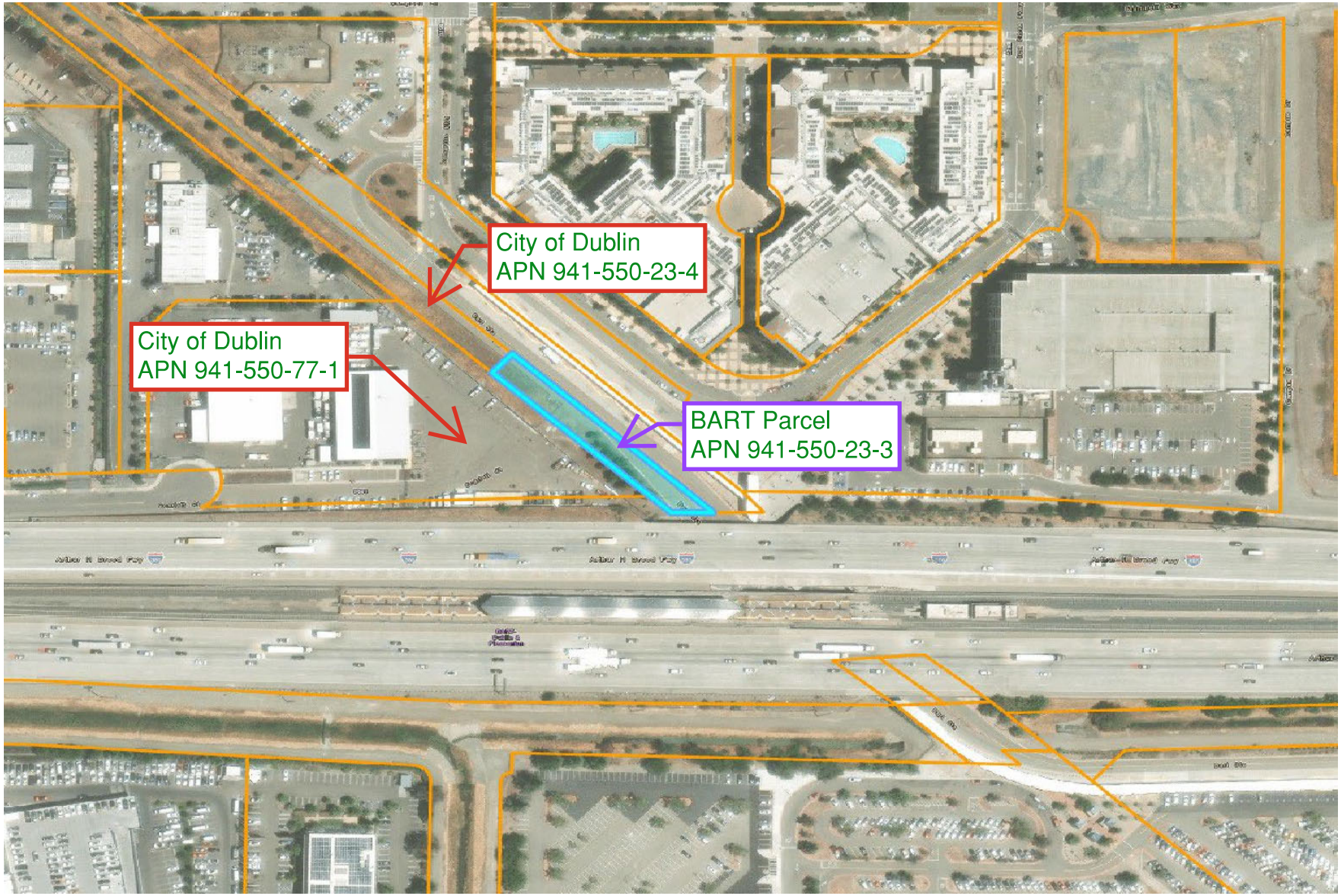
Date: _____

APPROVED AS TO FORM:

_____
John Bakker, City Attorney

Docusign Envelope ID: 42AF2FC6-4F1A-476A-9BAA-6D5F3F3BEBC3

EXHIBIT A

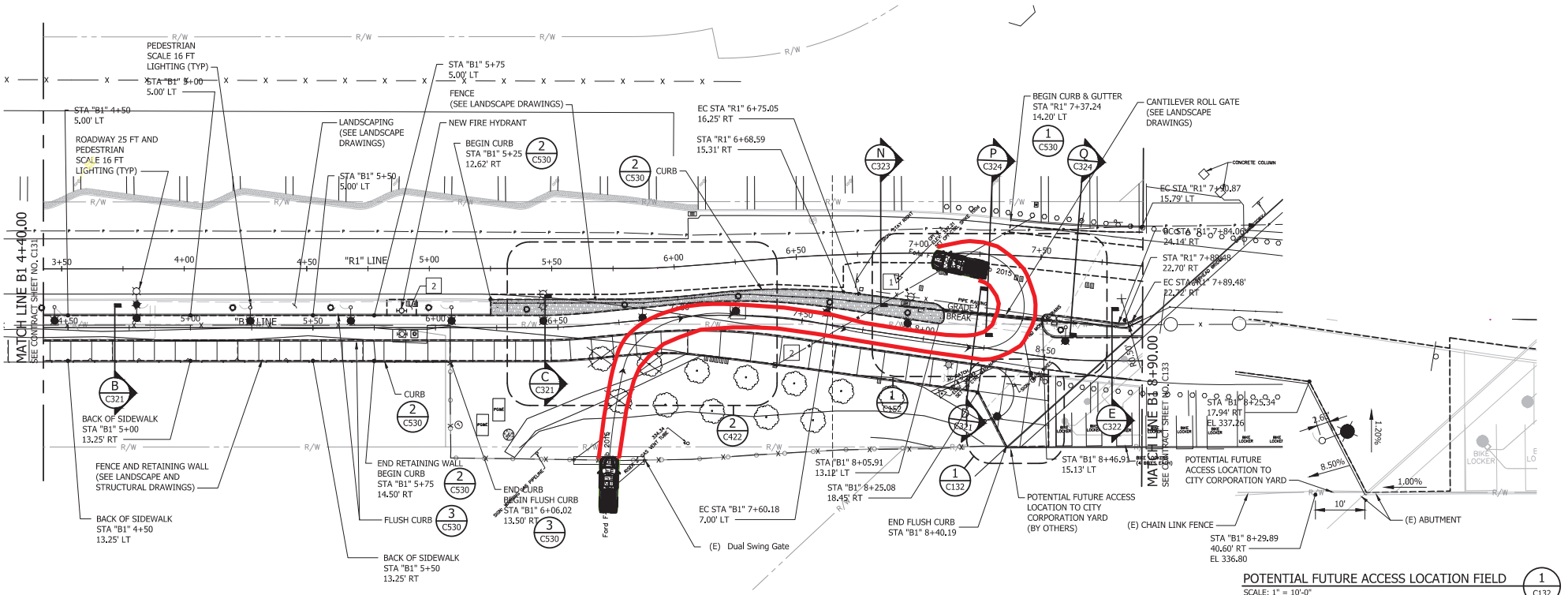


Docusign Envelope ID: 42AF2FC6-4F1A-476A-9BAA-6D5F3F3BEBC3

Exhibit B

NOTES:

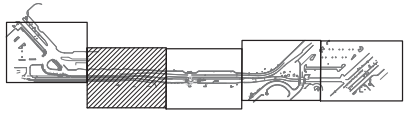
1. THE NOTES, ABBREVIATIONS AND SYMBOLS ON THIS SHEET AND BART STANDARD PLANS C550 AND CS51 AND U001 APPLY TO ALL CIVIL DRAWINGS UNO.



PLAN
SCALE: 1"=20'-0"

Approximate Access Area

POTENTIAL FUTURE ACCESS LOCATION FIELD (1 / C132)
SCALE: 1" = 10'-0"



KEY MAP

20' 0' 20' 40'
GRAPHIC SCALE

REV.	DATE	BY	CKD	APP.	DESCRIPTION
C	06/21/24				100% SUBMITTAL
B	06/11/21				95% SUBMITTAL
A	06/21/19				65% SUBMITTAL

DESIGNED: T. TANGAREEAROON
DRAWN: L. REYES
CHECKED: K. SEYMOUR
APPROVED: K. SEYMOUR
DATE:

LICENSED PROFESSIONAL ENGINEER KEITH SEYMOUR C 80251 Exp. 9-30-2024 CIVIL STATE OF CALIFORNIA

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

WSP USA INC. — SUBMITTED
WSP USA INC. — APPROVED

DUBLIN/PLEASANTON ACCESS IMPROVEMENTS

IRON HORSE TRAIL
SITE AND PAVING PLAN
STA "B1" 4+40.00 TO 8+90.00

CADD FILENAME: 57RR-112-C132-C.DWG
SIZE: D | SCALE: 1" = 20' | REV. C
CONTRACT NO. 57RR-112
CONTRACT SHEET NO. C132 | PAGE NO. 017

USNT695483 Oct 31, 2024 – 5:01pm C:\Users\USNT695483\OneDrive – WSP 0365\Documents\Works\BART Iron Horse Trail\AutoTurn Corp Yard\57RR-112-C132-C_AutoTURN.dwg

Agenda Item 5.3

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Amendments to Consulting Services Agreements for On-Call Services for the Building and Safety and Code Enforcement Divisions
Prepared by: Gregory A. Shreeve Sr., Chief Building Official

EXECUTIVE SUMMARY:

The City Council will consider approving a fourth amendment to the agreement with 4Leaf, Inc. for on-call plan check and inspection services, and will consider a third amendment to the agreement with Civica Law Group, APC for special legal counsel related to code enforcement activities.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Fourth Amendment to the Consulting Services Agreement Between the City of Dublin and 4Leaf, Inc.; adopt the **Resolution** Approving a Third Amendment to the Agreement Between Civica Law Group, APC and the City of Dublin for Special Counsel Legal Services; and approve the budget change.

FINANCIAL IMPACT:

Approval of the recommended action will result in the need for an additional $200,000 in the current year for anticipated legal expenditures related to code enforcement, funded by the General Fund Undesignated Reserve. Adequate funds for the remainder of the costs are included in the Fiscal Year 2025-26 proposed budget.

DESCRIPTION:

Background
The Building & Safety Division of the Community Development Department utilizes consultants on an on-call basis to assist Staff with specific areas of technical expertise and to assist with overflow work. This includes plan check, inspections, and building code compliance activities. Consultants are selected through open and competitive request for qualifications (RFQ) processes.

Agreement with 4Leaf, Inc.
On June 1, 2021, the City Council approved an agreement with 4Leaf, Inc. for services on an as-needed basis (Resolution No. 58-21). In 2024, the City Council extended the term of this agreement to June 30, 2026 (Resolution No. 48-24).

The agreement allows 4Leaf, Inc. to request an annual rate increase – such increases were approved in 2022, 2023 and 2024. For the final year of the agreement, 4Leaf, Inc. has requested rate increases as follows:

Table 1: 4Leaf Hourly Rates

Consultant Position	Current Rates	Proposed Rates	% Change
Supervising Building Inspector	$151	$156	3.3%
Building Inspector III	$132	$136	3.0%
Building Inspector II	$119	$123	3.4%
Building Inspector I	$99	$102	3.0%
Building Inspector Trainee	$76	$78	2.6%
Plan Review (on or off-site)	$170	$180	5.9%
Permit Technician	$86-$99	$89-$102	3.5%-3.0%
Certified Access Specialist Inspector surcharge	$7	$7	0.0%
Overtime rate	150%	150%	0.0%
Expediting plan check rate	150%	150%	0.0%
Project Manager / Deputy Building Official	$170	$180	5.9%

Staff proposes to amend the agreement with 4Leaf, Inc. to incorporate the increased rates, and to increase the total not-to-exceed limit from $4,250,000 to $4,750,000 (an increase of $500,000).

Agreement with Civica Law Group, APC
The City has a current contract with Civica Law Group, APC to provide special legal counsel, representation, and assistance with Code Enforcement activities. The current not-to-exceed limit for July 1, 2024 to June 30, 2026, is $400,000. Staff is proposing to increase the total compensation to $800,000 to cover legal assistance with an increased level of code enforcement activity.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving a Fourth Amendment to the Consulting Services Agreement Between the City of Dublin and 4Leaf, Inc.
2) Exhibit A to the Resolution – Fourth Amendment to Consulting Services Agreement Between the City of Dublin and 4Leaf, Inc.
3) Agreement and First, Second and Third Amendments with 4Leaf, Inc.
4) Resolution Approving a Third Amendment to the Agreement Between Civica Law Group, APC and the City of Dublin for Special Counsel Legal Services
5) Exhibit A to the Resolution – Third Amendment to Agreement Between Civica Law Group, APC and the City of Dublin
6) Agreement and First and Second Amendments with Civica Law Group, APC
7) Budget Change Form

RESOLUTION NO. XX – 25

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

APPROVING A FOURTH AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND 4LEAF, INC.

WHEREAS, the City Council has approved Consulting Services Agreements with 4Leaf, Inc., (Consultant) to provide certain services to the Building and Safety Division on an as-needed basis; and

WHEREAS, said Consultant was selected through a Request for Qualifications process; and

WHEREAS, Staff proposes to increase the total compensation paid during the term of the Agreement; and

WHEREAS, the Consultants submitted a request to increase the hourly compensation in accordance with the terms of the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Fourth Amendment to the Consulting Services Agreement for On-Call Contract Building and Safety Services with 4Leaf, Inc.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the amendment to the agreements, attached hereto as **Exhibit A,** and make any necessary, non-substantive changes to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

FOURTH AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND 4LEAF, INC.

WHEREAS, on July 1, 2021, the City of Dublin (hereinafter referred to as "CITY") and 4Leaf, Inc. (hereinafter referred to as "CONSULTANT") entered into a Consulting Services Agreement for On-Call Building and Safety Services, which agreement was last amended on July 1,2024, services (hereinafter referred to as the “AGREEMENT”); and

WHEREAS, in 2021, Staff prepared and initiated a Request for Qualifications (RFQ) for On-Call Building and Safety services; and

WHEREAS, the City Council has directed Staff to process development projects expeditiously and to hire consultants when services are needed; and

WHEREAS, the existing AGREEMENT is set to expire on June 30, 2026 and has a not to exceed sum of $4,250,000; and

WHEREAS, the CITY and CONSULTANT now wish to amend the Agreement to increase the not to exceed amount to $4,750,000 and increase the reimbursable rates as provided in Exhibit B to the AGREEMENT.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the AGREEMENT is amended, effective July 1, 2025, as follows:

1) The not to exceed compensation, set forth in section 2.0 of the agreement, shall be increased to $4,750,000, following the reimbursement schedule set forth in Exhibit B.

2) Exhibit B shall be rescinded in its entirety and replaced with the attached revised exhibit.

3) Except to the extent inconsistent with this Fourth 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 Fourth 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.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed as of July 1, 2025, of the City Manager's signature below.

CITY OF DUBLIN

By: _____
Colleen Tribby, City Manager

Dated: _____

4LEAF, INC.

Signed by:

By: _____
813734D554DD4B5...
Kevin J. Duggan, President

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

A. CITY shall pay CONSULTANT for services rendered in accordance with the hourly rates stated in section B. CONSULTANT shall submit invoices, not more often than once per month, based upon the work completed. At the sole discretion of the CITY, other payment schedules may be considered. Invoices shall include an accounting of all hours by classification and task. Invoices shall include the purchase order number, amount of purchase order, amount of purchase order remaining, and total hours of augmentation personnel assigned to the City covered by purchase order. The format documentation included on the invoice shall be subject to approval by the City Manager and / or designee.

B. HOURLY RATES:
The following rates include all reimbursable or indirect costs, including but not limited to business cards, all required code books and references, a vehicle, mileage and mobile field device (smart phone or laptop) compatible with the City's permitting and plan storage systems.

1)	Supervising Building Inspection (Includes oversight of Contract Inspectors, monitoring of inspections Demand and a knowledge / certification in commercial / multi-family and single-family building systems. May include plan checking assignments)	$156.00
2)	Building Inspector III (Includes knowledge / certification in commercial / multi-family and single-family building systems including structural. Mechanical, plumbing and electrical systems. May include plan checking of non-structural plans.)	$136.00
3)	Building Inspector II (Includes knowledge / certification in residential building systems including structural, mechanical. Plumbing, and electrical systems. May included plan checking of non-structural plans.)	$123.00

4) Building Inspector I $102.00

(Includes inspections of residential buildings)

5) Building Inspector Trainee $78.00

6) Plan Review (On or off site) $180.00

7) Permit Technician $89.00 to $102.00

8) Overtime rates 150% of Above Hourly Rates

(When pre-approved in writing from Contract Administrator or designee)

9) Certified Access Specialist - $7.00

Augmentation Inspector
(An hourly surcharge is permitted for each inspector rate listed in this exhibit that holds and active CASp certification)

10) Expediting of Projects

(When pre-approved in writing from Contract Administrator or designee. Plan Check Times to be negotiated with each project but shall be at least 30% faster than plan check times listed in *Exhibit A section 1a*)
Project Manager / Deputy Building Official $180.00
Plan Check Rates 150% of Above Hourly Plan Review Rate

This agreement does not include an automatic annual escalation in rates. Rate change requests, if any, shall be submitted in writing to the Contract Administrator for the City of Dublin no later than April 1st of each year and if approved by the City Council would become effective July 1st of that year.

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND 4LEAF, INC.

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and 4Leaf, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2021 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant 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. Consultant shall conform to the requirements of the Special Conditions attached as Exhibit C.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2024, the date of completion specified in Exhibit A, 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.

1.2 Standard of Performance. Consultant 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 Consultant is engaged.

1.3 Assignment of Personnel. Consultant 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, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant 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 Consultant's obligations hereunder.

1.5 [Reserved].

1.6 [Reserved].

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed $3,000,000, 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 subcontractors 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 subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant 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 Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

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- The Consultant's signature;

- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant 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 Consultant 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 Consultant.

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 Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant 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 Consultant 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 Consultant 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.** Consultant 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 Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant 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, Consultant 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 Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. **INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Consultant, 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 Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant 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. Consultant 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 Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant 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. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 **Workers' Compensation.**

4.1.1 **General Requirements.** Consultant 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 Consultant. 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, Consultant 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 entity for all work performed by the Consultant, its employees, agents, and subcontractors.

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

a. Certificate of Liability 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.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 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 Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

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

d. For any claims related to this Agreement or the work hereunder, the Consultant'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 Consultant's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Consultant 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 **Professional Liability Insurance.**

4.3.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 **Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 **Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

4.3.4 **Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 **All Policies Requirements.**

4.4.1 **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.

4.4.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant 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 Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 **Deductibles and Self-Insured Retentions.** Consultant 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 Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 **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).

4.4.5 **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.

4.4.6 **Subcontractors.** Consultant 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.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant 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 Consultant'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 Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant 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 Consultant only insofar as the results of Consultant'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 Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant 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 Consultant 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, Consultant 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 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant 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.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant 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.** Consultant represents and warrants to City that Consultant 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. Consultant represents and warrants to City that Consultant 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, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant 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 Consultant under this Agreement.

Consultant 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 Consultant.

Consultant 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, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant 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. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant 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 Consultant 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 Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant'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 Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant 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 Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not 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 Consultant pursuant to this Agreement;

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

8.6.4 Charge Consultant 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 Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant'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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant 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 Consultant 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 Consultant's Books and Records. Consultant 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 Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Subsection 9.2 of this Agreement requires Consultant 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 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

Consultant 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.*

Consultant 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 Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant 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.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

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

10.9 **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.

10.10 **Notices.** Any written notice to Consultant shall be sent to:
4Leaf, Inc.
2126 Rheem Drive
Pleasanton, CA 94588

Any written notice to City shall be sent to:

City of Dublin
Att: City Manager
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule & Reimbursable Expenses
Exhibit C	Indemnification

10.12 **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.

10.13 **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 Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant 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

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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

DocuSigned by:
Linda Smith
E33836CFFC044E0...

Linda Smith, City Manager

4LEAF, INC.

DocuSigned by:
Kevin Duggan
813734D554DD4B5...

Kevin J. Duggan, President

Attest:

DocuSigned by:
Marsha Moore
9BB70815D22F400...

Marsha Moore, City Clerk

Approved as to Form:

DocuSigned by:
Jordyn Bishop for
5E97F30670DC464...

City Attorney

3070368.1

EXHIBIT A

SCOPE OF SERVICES

1. BUILDING INSPECTION AND PLAN CHECK SERVICES. Consultant shall enforce provisions of the City's Building, Residential, Electrical, Plumbing, Mechanical, Green Building Standards, Universal Design, Energy and Building Maintenance Codes; The City of Dublin's Zoning Code; and related State and local laws. Consultant shall make such inspections and investigations as may be required to effect such enforcement and issue permits as / are required by the City's Ordinances and duly adopted policies. Such enforcement shall include the duties related to the Building Official, as assigned, as set forth in the Dublin Municipal Code, and in the performance of such work the Consultant shall do the following:

    a. Plan Review. As assigned by the Chief Building Official, review plans prepared by or on behalf of applicants for compliance with the applicable Federal, State, and City ordinances and regulations.

    Consultant will strive to complete the first plan check submitted within ten (10) business days of notification of assignment of review by the City. The goal agreed to by Consultant will be to complete 95% of all complete submittal within the ten (10) day period. City recognizes that on large scale projects this may not be possible, and Consultant will strive for a plan review period that does not exceed fifteen (15) days on large-scale projects. The Consultant SHALL notify the Chief Building Official if the first plan check will not be completed within ten (10) business days.

    Consultant will strive to complete the second or subsequent plan check submitted within five (5) business days of notification of assignment of review by the City. The goal agreed to by Consultant will be to complete 95% of all complete submittal within the five (5) day period. City recognizes that on large scale projects this may not be possible, and Consultant will strive for a plan review period that does not exceed ten (10) days on large-scale projects. The Consultant SHALL notify the Chief Building Official if the first plan check will not be completed within five (5) business days.

    b. Building Inspection. Provide building inspection services during the course of construction of facilities to enforce compliance with the provisions of applicable laws including City Ordinances and regulations set forth on the plans for which the permit is issued. In the performance of such duties, Consultant shall provide prompt inspections for each project at the completion of various stages of construction to determine compliance. Consultant shall provide City Manager and / or designee with relevant background information on all assigned inspection personnel prior to assignment under this agreement. Consultant shall assign competent personnel whose background, experience, applicable certifications, and demeanor demonstrate an ability to conduct inspections of the type required under this Agreement, in accordance with City standards. City Manager and / or designee shall determine acceptability of assigned inspection personnel. Consultant shall promptly identify alternate personnel in the event of a request by the City Manager and / or designee.

In the event that Consultant request a change in the assigned inspection personnel, Consultant shall bear the full cost of any training required to familiarize the assigned personnel with the current status of projects in the City. At the minimum, this shall include a one-week overlap with both inspectors. In the event that an assigned inspector is absent for a period of greater than three concurrent workdays, the Consultant will provide a qualified temporary replacement that is approved by the City.

c. Building Maintenance / Housing Code Enforcement. Under the direction of the Chief Building Official, Consultant shall enforce the City's Building Maintenance Code by investigation of complaints regarding substandard housing conditions and when necessary, prepare cases for citation hearings, criminal proceedings in municipal court, and / or civil abatement proceedings.

d. Presentations of Code Updates. In the event that the State of California adopts revisions to any of the adopted codes during the term of this Agreement, Consultant upon request shall assist the Building Official in preparing the staff report and necessary ordinances in advance of the State mandatory implementation date.

e. Other Duties. Consultant shall perform other related activities as requested by the City, including Permit Technician or Building Official services. Fees for such services shall be negotiated on an as-needed basis as approved by the City Manager or his/her designee.

2. REPORTING / PUBLIC INFORMATION. Consultant shall be responsible for coordination of monthly and annual reports summarizing activities undertaken pursuant to this Agreement. Reports shall be in a format as mutually agreed by the City Manager and/or designee. As required, Consultant may prepare staff reports for City Council, including but not limited to review and adoption of related code updates. Consultant shall also assist with the preparation of informational brochures designed to assist the public with Building and Safety process.

3. COLLECTION OF FEES. All fees collected from permit applicants in connection with the carrying out of the functions set forth in this Agreement shall be collected by the City. If required, Consultant shall submit as appropriate, information and recommendations on proposed City adjustments to the adopted fee schedules.

4. LIMITATIONS (AVODANCE OF CONFLICTS). During the term of this Agreement, Consultant shall not provide services to any client for a project that requires and approval from the City.

5. EMERGENCY OPERATIONS ASSISTANCE. The following terms and conditions are hereby agreed to by Consultant in the event of a local or reginal emergency:

   a. Report into the City of Dublin Emergency Operations Center (E.O.C.). Contract personnel assigned to the City will make a reasonable effort to report to the City of Dublin E.O.C. as soon as possible following a local or regional emergency.

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b. Consultant shall provide emergency preparedness training. All contract personnel assigned to the City shall maintain at all times appropriate emergency training and certification, such as ATC-20 Damage Assessment Training and Certification.

c. The Consultant shall make contract personnel and Consultant resources available for emergency response at the same hourly rates and conditions specified in this contract.

d. The Consultant acknowledges that emergency response work may require variations in the work hours and assignments.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

A. City shall pay Consultant for services rendered in accordance with the hourly rates stated in section B. Consultant shall submit invoices, not more often than once per month, based upon the work completed. At the sole discretion of the City, other payment schedules may be considered. Invoices shall include an accounting of all hours by classification and task. Invoices shall include the purchase order number, amount of purchase order, amount of purchase order remaining, and total hours of augmentation personnel assigned to the City covered by purchase order. The format documentation included on the invoice shall be subject to approval by the City Manager and / or designee.

B. HOURLY RATES:

The following rates include all reimbursable or indirect costs, including but not limited to business cards, all required code books and references, a vehicle, mileage and mobile field device (tablet or laptop) compatible with the City's permitting and plan storage systems.

1)	Supervising Building Inspection (Includes oversight of Contract Inspectors, monitoring of inspections Demand and a knowledge / certification in commercial / multi-family and single-family building systems. May include plan checking assignments)	$124.00
2)	Building Inspector III (Includes knowledge / certification in commercial / multi-family and single-family building systems including structural. Mechanical, plumbing and electrical systems. May include plan checking of non-structural plans.)	$111.00
3)	Building Inspector II (Includes knowledge / certification in residential building systems including structural, mechanical. Plumbing, and electrical systems. May included plan checking of non-structural plans.)	$101.00
4)	Building Inspector I (Includes inspections of residential buildings)	$87.00

5)	Building Inspector Trainee	$67.00
6)	Plan Review (On or off site)	$140.00
7)	Permit Technician	$75.00 to $85.00
8)	Overtime rates (When pre-approved in writing from Contract Administrator or designee)	150% of Above Hourly Rates
9)	Certified Access Specialist - Augmentation Inspector (An hourly surcharge is permitted for each inspector rate listed in this exhibit that holds and active CASp certification)	$5.00
10)	Expediting of Projects (When pre-approved in writing from Contract Administrator or designee. Plan Check Times to be negotiated with each project but shall be at least 30% faster than plan check times listed in *Exhibit A section 1a*) Project Manager / Deputy Building Official Plan Check Rates	 $132.00 150% of Above Hourly Plan Review Rate

This agreement does not include an automatic annual escalation in rates. Rate change requests, if any, shall be submitted in writing to the Contract Administrator for the City of Dublin no later than April 1st of each year and if approved by the City Council would become effective July 1st of that year.

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EXHIBIT C

INDEMNIFICATION

A. Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

B. With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

D. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

E. In the event that Consultant or any employee, agent, or subcontractor of Consultant 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, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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.

3070368.1

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FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND 4LEAF, INC.

WHEREAS, on July 1, 2021, the City of Dublin (hereinafter referred to as "CITY") and 4Leaf, Inc. (hereinafter referred to as "CONSULTANT") entered into a **Consulting** Services Agreement for Building and Safety services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, The City Council has directed Staff to process development projects expeditiously and to hire consultants when services are needed; and

WHEREAS, the existing AGREEMENT *expires on June 30, 2024; and*

WHEREAS, the CITY and CONSULTANT now wish to amend the Agreement to increase the reimbursable rates as provided in Exhibit B, Compensation Schedule & Reimbursable Expenses, of the Agreement.

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

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

Exhibit B, Compensation Schedule – Section B. Hourly Rates:

A. City shall pay Consultant for services rendered in accordance with the hourly rates stated in Section B. Consultant shall submit invoices, not more often than once per month, based upon the work completed. At the sole discretion of the City, other payment schedules may be considered. Invoices shall include an accounting of all hours by classification and task. Invoices shall include the purchase order number, amount of purchase order, amount of purchase order remaining, and total hours of augmentation personnel assigned to the City covered by purchase order. The format documentation included on the invoice shall be subject to approval by the City Manager and/or designee.

B. HOURLY RATES:

The following rates include all reimbursable or indirect costs, including but not limited to business cards, all required code books and references, a vehicle and mobile field device (smart phone or laptop) compatible with the City's permitting system.

1)	Supervising Building Inspection (Includes oversight of Contract Inspectors, monitoring of inspections Demand and a knowledge / certification in commercial / multi-family and single-family building systems. May include	$133.00

plan checking assignments)

2)	Building Inspector III (Includes knowledge / certification in commercial / multi-family and single-family building systems including structural. Mechanical, plumbing and electrical systems. May include plan checking of non-structural plans.)	$119.00
3)	Building Inspector II (Includes knowledge / certification in residential building systems including structural, mechanical. Plumbing, and electrical systems. May included plan checking of non-structural plans.)	$108.00
4)	Building Inspector I (Includes inspections of residential buildings)	$93.00
5)	Building Inspector Trainee	$72.00
6)	Plan Review (On or off site)	$150.00
7)	Permit Technician	$80.00 to $91.00
8)	Overtime rates (When pre-approved in writing from Contract Administrator or designee)	150% of Above Hourly Rates
9)	Certified Access Specialist - Augmentation Inspector (An hourly surcharge is permitted for each inspector rate listed in this exhibit that holds and active CASp certification)	$7.00
10)	Expediting of Projects (When pre-approved in writing from Contract Administrator or designee. Plan Check Times to be negotiated with each project but shall be at least 30% faster than plan check times listed in *Exhibit A section 1a*) Project Manager / Deputy Building Official Plan Check Rates	 $150.00 150% of Above Hourly Plan Review Rate

This agreement does not include an automatic annual escalation in rates. Rate change requests, if any, shall be submitted in writing to the Contract Administrator for the City of Dublin no later than April 1st of each year and if approved will become effective July 1st of that year.

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

3) 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.

4) 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

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: 5/21/2022

4LEAF, INC.

By: DocuSigned by: Kevin Duggan
843734D564D4BB5...
Kevin J. Duggan, President

ATTEST:

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

APPROVED AS TO FORM:

By: DocuSigned by:
4D33BDE7E6D8453...
City Attorney

DocuSign Envelope ID: 14024560-9E69-4F77-987B-CE3DB5072BAE

AMENDMENT #2 TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND 4LEAF, INC.

WHEREAS, on July 1, 2021, the City of Dublin (hereinafter referred to as "CITY") and 4Leaf, Inc. (hereinafter referred to as "CONSULTANT") entered into a Consulting Services Agreement for Building and Safety services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, The City Council has directed Staff to process development projects expeditiously and to hire consultants when services are needed; and

WHEREAS, the existing AGREEMENT *expires on June 30, 2024; and*

WHEREAS, the CITY and CONSULTANT now wish to amend the Agreement to increase the reimbursable rates as provided in Exhibit B, Compensation Schedule & Reimbursable Expenses, of the Agreement.

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

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

Exhibit B, Compensation Schedule – Section B. Hourly Rates:

A. City shall pay Consultant for services rendered in accordance with the hourly rates stated in Section B. Consultant shall submit invoices, not more often than once per month, based upon the work completed. At the sole discretion of the City, other payment schedules may be considered. Invoices shall include an accounting of all hours by classification and task. Invoices shall include the purchase order number, amount of purchase order, amount of purchase order remaining, and total hours of augmentation personnel assigned to the City covered by purchase order. The format documentation included on the invoice shall be subject to approval by the City Manager and/or designee.

B. HOURLY RATES:

Exhibit B, Compensation Schedule – Section B. Hourly Rates: The following rates include all reimbursable or indirect costs, including but not limited to business cards, all required code books and references, a vehicle and mobile field device (smart phone or laptop) compatible with the City's permitting system.

1)	Supervising Building Inspection (Includes oversight of Contract Inspectors, monitoring of inspections Demand and a knowledge / certification in commercial / multi-family and single-family building systems. May include plan checking assignments)	$144.00

2)	Building Inspector III (Includes knowledge / certification in commercial / multi-family and single-family building systems including structural. Mechanical, plumbing and electrical systems. May include plan checking of non-structural plans.)	$127.00
3)	Building Inspector II (Includes knowledge / certification in residential building systems including structural, mechanical. Plumbing, and electrical systems. May included plan checking of non-structural plans.)	$114.00
4)	Building Inspector I (Includes inspections of residential buildings)	$97.00
5)	Building Inspector Trainee	$74.00
6)	Plan Review (On or off site)	$160.00
7)	Permit Technician	$84.00 - $97.00
8)	Overtime rates (When pre-approved in writing from Contract Administrator or designee)	150% of Above Hourly Rates
9)	Certified Access Specialist - Augmentation Inspector (An hourly surcharge is permitted for each inspector rate listed in this exhibit that holds and active CASp certification)	$7.00
10)	Expediting of Projects (When pre-approved in writing from Contract Administrator or designee. Plan Check Times to be negotiated with each project but shall be at least 30% faster than plan check times listed in *Exhibit A section 1a*) Project Manager / Deputy Building Official Plan Check Rates	 $160.00 150% of Above Hourly Plan Review Rate

This agreement does not include an automatic annual escalation in rates. Rate change requests, if any, shall be submitted in writing to the Contract Administrator for the City of Dublin no later than April 1st of each year and if approved will become effective July 1st of that year.

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

3) 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.

4) 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: Linda Smith
E33836CFFC044F0...
Linda Smith, City Manager

Dated: _____

4LEAF, INC.

DocuSigned by:
By: Kevin Duggan
813734D554DD4B5...
Kevin J. Duggan, President

ATTEST:

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

APPROVED AS TO FORM:

DocuSigned by:
By: Camilla Getz
21204750D69C449...
City Attorney

DocuSign Envelope ID: FDA5D56E-235E-4573-B327-C0BDBF41B9EE

THIRD AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND 4LEAF, INC.

WHEREAS, on July 1, 2021, the City of Dublin (hereinafter referred to as "CITY") and 4Leaf, Inc. (hereinafter referred to as "CONSULTANT") entered into a Consulting Services Agreement for On-Call Building and Safety Services, which agreement was amended on July 1, 2023 (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, in 2021, Staff prepared and initiated a Request for Qualifications (RFQ) for on-call Building and Safety services; and

WHEREAS, The City Council has directed Staff to process development projects expeditiously and to hire consultants when services are needed; and

WHEREAS, the existing AGREEMENT is set to expire on June 30, 2024 and has a not to exceed sum of $3,000,000; and

WHEREAS, the CITY and CONSULTANT mutually desire to extend the term of services to expire on June 30, 2026, increase the not to exceed amount to $4,250,000, and increase the reimbursable rates as provided in Exhibit B to the AGREEMENT.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the AGREEMENT is amended, effective July 1, 2024, as follows:

1) Section 1.0 Term of Services shall be amended as follows and all other provision of this section shall remain unchanged:

   Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2026, the date of completion specified in Exhibit A, 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 2.0 Compensation shall be amended as follows and all other provision of this section shall remain unchanged:

   COMPENSATION. CITY hereby agrees to pay CONSULTANT a sum not to exceed $4,250,000.00 to be approved for use by the City Manager. CONSULTANT shall

provide to CITY the amended services as shown in the Budget attached as Exhibit A, all other provisions of this section shall remain unchanged.

3) Exhibit B shall be rescinded in its entirety and replaced with the attached revised exhibit.

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

5) 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.

6) The individuals executing this Second 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 Third Amendment.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed as of July 1, 2024.

CITY OF DUBLIN

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

4LEAF, INC.

DocuSigned by:
By: 813734D554DD4B5...
Kevin J. Duggan, President

ATTEST:

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

APPROVED AS TO FORM:

DocuSigned by:
By: 655086CE219A45A...
City Attorney

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

A. CITY shall pay CONSULTANT for services rendered in accordance with the hourly rates stated in Section B. CONSULTANT shall submit invoices, not more often than once per month, based upon the work completed. At the sole discretion of the CITY, other payment schedules may be considered. Invoices shall include an accounting of all hours by classification and task. Invoices shall include the purchase order number, amount of purchase order, amount of purchase order remaining, and total hours of augmentation personnel assigned to the City covered by purchase order. The format documentation included on the invoice shall be subject to approval by the City Manager and/or designee.

B. HOURLY RATES

The following rates include all reimbursable or indirect costs, including but not limited to business cards, all required code books and references, a vehicle and mobile field device (smart phone or laptop) compatible with the City's permitting system.

1.	Supervising Building Inspection (Includes oversight of Contract Inspectors, monitoring of inspections Demand and a knowledge / certification in commercial / multi-family and single-family building systems. May include plan checking assignments)	$151.00
2.	Building Inspector III (Includes knowledge / certification in commercial / multi-family and single-family building systems including structural. Mechanical, plumbing and electrical systems. May include plan checking of non-structural plans.)	$132.00
3.	Building Inspector II (Includes knowledge / certification in residential building systems including structural, mechanical. Plumbing, and electrical systems. May included plan checking of non-structural plans.)	$119.00
4.	Building Inspector I (Includes inspections of residential buildings)	$99.00
5.	Building Inspector Trainee	$76.00

6.	Plan Review (On or off site)	$170.00
7.	Permit Technician	$99.00
8.	Overtime rates (When pre-approved in writing from Contract Administrator or designee)	150% of Above Hourly Rates
9.	Certified Access Specialist - Augmentation Inspector (An hourly surcharge is permitted for each inspector rate listed in this exhibit that holds and active CASp certification)	$7.00
10.	Expediting of Projects (When pre-approved in writing from Contract Administrator or designee. Plan Check Times to be negotiated with each project but shall be at least 30% faster than plan check times listed in *Exhibit A section 1a*) Project Manager / Deputy Building Official Plan Check Rates	 $170.00 150% of Above Hourly Plan Review Rate

This AGREEMENT does not include an automatic annual escalation in rates. Rate change requests, if any, shall be submitted in writing to the Contract Administrator for the City of Dublin no later than April 1st of each year and if approved will become effective July 1st of that year.

RESOLUTION NO. XX – 25

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

APPROVING A THIRD AMENDMENT TO THE AGREEMENT BETWEEN CIVICA LAW GROUP, APC AND THE CITY OF DUBLIN FOR SPECIAL COUNSEL LEGAL SERVICES

WHEREAS, the City of Dublin has an existing agreement with Civica Law Group for special counsel legal services, representation and assistance related to code enforcement; and

WHEREAS, the City has a continued need for special counsel legal services; and

WHEREAS, the current contract has a not-to-exceed amount for the period of July 1, 2024 to June 30, 2026 of $400,000; and

WHEREAS, Staff proposes to amend the agreement to increase the not-to-exceed amount to $800,000 for the term.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Third Amendment to the Agreement Between Civica Law Group, APC and the City of Dublin for Special Counsel Legal Services, attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the amendments to the agreements, attached hereto as **Exhibit A,** and make any necessary, non-substantive changes to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Attachment 5
Exhibit A to the Resolution

THIRD AMENDMENT TO AGREEMENT BETWEEN CIVICA LAW GROUP, APC AND THE CITY OF DUBLIN FOR SPECIAL COUNSEL LEGAL SERVICES

1. PARTIES AND DATE.

This Third Amendment to the agreement for services ("Amendment") by and between the CITY OF DUBLIN ("City"), and CIVICA LAW GROUP, APC, a California Professional Corporation engaged in the practice of law in the State of California ("Law Firm") is entered into as of July 1, 2025. Law Firm and the City are sometimes individually referred to herein as "Party" and collectively as "Parties." In consideration of the mutual promises set forth herein, the parties agree to the terms of this Agreement as set forth herein.

2. RECITALS.

2.1 The City and Law Firm entered into an Agreement on March 1, 2023 ("Agreement"), whereby, Law Firm agreed to provide legal services to the City.

2.2 The City and Law Firm amended the Agreement on August 15, 2023, to increase the contract limit.

2.3 The City and Law Firm amended the Agreement on May 21, 2024, to increase the contract limit.

2.4 The City and Law Firm now desire to amend the Agreement to increase the contract limit.

3. TERMS.

3.1 Contract Changes. The Agreement is amended as provided herein.

a. Section 3.3 is hereby amended in its entirety to read as follows: For all legal services provided in this Agreement, the City will compensate Law Firm at the blended rate of $309 per hour for attorney representation and $189 per hour for paralegals and law clerks, which fees shall increase by up to five percent on January 1 of each year, rounded up to the nearest dollar, to offset rising costs. The attorney's fees to Law Firm beginning July 1, 2024, through June 30, 2026, shall not exceed $800,000 without approval of the City.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement and First Amendment shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Second Amendment to the Agreement. Said Agreement is and remains an effective, valid and binding obligation.

[*Signatures on following page.*]

CITY OF DUBLIN,

a Municipal Corporation

By: _____
Colleen Tribby
City Manager

Approved as to form:

REDWOOD PUBLIC LAW, LLP

a Professional Corporation

By: _____
John Bakker, Esq.
City Attorney

CIVICA LAW GROUP, APC

DocuSigned by:

By: Matthew Silver
3C58077B6796474...
Matthew Silver, Esq.
Managing Partner

AGREEMENT BETWEEN CIVICA LAW GROUP, APC AND THE CITY OF DUBLIN FOR SPECIAL COUNSEL LEGAL SERVICES

1. PARTIES AND DATE.

This agreement ("Agreement") is entered into and made effective on March 1, 2023 by and between the CITY OF DUBLIN ("City"), and CIVICA LAW GROUP, APC, a California Professional Corporation engaged in the practice of law in the State of California ("Law Firm"). Law Firm and the City are sometimes individually referred to herein as "Party" and collectively as "Parties." In consideration of the mutual promises set forth herein, the parties agree to the terms of this Agreement as set forth herein.

2. RECITALS.

2.1 The City wishes to engage the services of Law Firm to provide special counsel legal services as described in this Agreement. Law Firm wishes to provide all such services and has the necessary expertise and competency to provide such services.

3. TERMS.

3.1 Scope of Services. Law Firm shall provide legal advice, representation and assistance to the City on code enforcement matters as assigned to Law Firm. Law Firm shall report on a regular basis to the City and City Attorney regarding matters assigned to Law Firm, and shall handle matters subject to the input, oversight and direction of City staff and City Attorney.

3.2 Responsibilities of Attorneys and Client. Law Firm shall fully cooperate with the City and will keep the City and its staff informed of the status and progress of all pending matters and all legal matters of importance with which Law Firm is involved. Law Firm will manage and control the delivery of all legal services described hereunder in a professional, competent, and cost-effective manner. The City agrees to provide all information and documentation necessary for the attorneys at Law Firm to perform their obligations under this Agreement.

3.3 Compensation. For all legal services provided in this Agreement, the City will pay Law Firm at the blended rate of $285 per hour for attorney representation and $175 per hour for paralegals and law clerks. Attorney's fees shall not exceed $44,999 without written approval of the City. Fees shall increase by three percent annually on January 1, to offset rising costs.

3.4 Cost Reimbursement. The City shall reimburse Law Firm for all out-of-pocket expenses incurred by Law Firm in providing legal services under this Agreement, including charges for printing and copying expenses at $.16 for black and white copies and $.60 for color copies, postage, research, litigation costs, courier and messenger services, travel and automobile mileage at the current IRS rate for travel on behalf of the City. No separate charge shall be made by Law Firm for secretarial or word processing services.

3.5 Statements and Billing. Law Firm shall submit monthly invoices to the City indicating attorney fees and costs incurred for the legal services provided under this Agreement.

The monthly invoice shall describe the nature of the work performed, the attorney performing the work and the time spent for each task as well as the nature of any reimbursable expenses incurred. Upon the request of and as directed by the City, Law Firm shall generate separate invoices pertaining to specific accounts, matters and/or departments. The City shall process and cause such invoices to be paid promptly, typically within thirty (30) days of receipt. If no attorneys' fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month.

3.6 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of the attorneys at Law Firm were a substantial inducement for the City to enter into this Agreement. Therefore, Law Firm shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of the City. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City.

3.7 Conflicts of Interest. Law Firm shall comply with all applicable laws and professional rules and standards relating to any known conflict of interest involving the City and matters upon which Law Firm is providing legal services under this Agreement. Law Firm shall not reveal confidential information of the City except with the consent of the Board of Supervisors or as otherwise required by law. Law Firm shall notify the City of any conflict of interest related to matters upon which it is providing legal services under this Agreement upon discovery of any such conflicts. In the event that such conflict is not or cannot be waived or resolved City shall retain legal counsel and Law Firm shall assist and cooperate with legal counsel retained by the City on the matter for which the conflict arose.

A. Law Firm represents that neither Law Firm for any of its attorneys or other persons employed by Law Firm have any material financial interest, direct or indirect, in any contract or decision made by or on behalf of City that may be affected by the services to be provided to City pursuant to this Agreement, other than a financial interest that is similar, in all material respects, to the interests of the general public.

B. If Law Firm or an attorney or other person employed by Law Firm acquires such an interest while this Agreement remains in effect, Law Firm will immediately disclose such interest to the City, and the interested individual shall not participate in or influence the performance of the services to be provided to the City pursuant to this Agreement.

C. In addition to the prescriptions regarding conflicts of interest imposed on attorneys by the California Business and Professions Code, and by Rule 3-310 of the California Rules of Professional Conduct, Law Firm agrees that unless waived in writing by the City, neither Law Firm nor any attorney employed by Law Firm shall represent clients before any board, commission, committee or department of City or represent a client adverse to City for a period of one (1) year from the date of completion of the services to be provided to City pursuant to this Agreement or the early termination of the Agreement as provided for in Section 3.10.

3.8 Return of Files. At the conclusion of this Agreement, any original files transmitted to Law Firm by the City for the work performed under this Agreement for the City shall be made available to City. Law Firm will be entitled to make copies of the client files. At the conclusion

of this Agreement, (whether or not City takes possession of the client files), Law Firm shall have no further responsibility with regard to such documents.

3.9 Independent Contractor. No employment relationship is created by this Agreement. Law Firm shall perform all legal services required under this Agreement as an independent contractor of the City, except that at all times providing services under this Agreement, Law Firm's employees and agents shall be acting as public officials. Notwithstanding the foregoing, for purposes of any legal claims against Law Firm arising from its provision of services to the City, Law Firm shall be entitled to all defenses provided by law to City officials, attorneys and prosecutors, and to City's statutory duties to the office of city prosecutor/attorney pursuant to Government Code section 825 for providing a defense, hold harmless, and full indemnity to Law Firm for actions within the scope of its engagement hereunder.

3.10 Term; Termination of Agreement. The term of this Agreement shall commence on the Effective Date set forth in this Agreement and shall continue in full force and effect until terminated as provided herein. City or Law Firm may terminate this Agreement at any time, with or without cause, on thirty (30) days' written notice to the other party. In the event of such termination, Law Firm shall comply with all provisions of the Rules of Professional Conduct for the termination of a client relationship and the City shall pay Law Firm professional fees and costs, in accordance with this Agreement, for all services provided and costs incurred through the date of termination of this Agreement. The City agrees to execute, upon request, a stipulation in such form as to permit Law Firm to withdraw as attorneys of record in any legal action then pending. Law Firm shall cooperate to transition representation to a new attorney or firm in an expedient manner and make available to the City, or to counsel designated by the City, all documents and records of the legal services provided to the City and shall assist to the fullest extent possible in the orderly transition of all pending matters to the City's new counsel. If City does not take possession of the client files within sixty (60) days of termination of this Agreement, City agrees that Law Firm may dispose of the client files without further notice.

3.11 Arbitration. In the event of any dispute between the parties, such dispute shall be submitted to binding arbitration to the maximum extent permitted by law. In the event the parties are unable to agree upon an arbitrator, an arbitrator shall be selected through the rules of the American Arbitration Association. The arbitrator shall have the authority to set procedures and discover in the arbitration. In any such matter, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees. This section shall survive the expiration of this Agreement.

3.12 Insurance Coverage. Law Firm shall carry errors and omissions insurance of not less than One Million Dollars ($1,000,000) per year in the aggregate, and any additional insurance required by the State of California. Law Firm shall furnish to the City proof of insurance required by this Agreement upon request, and shall notify the City of any changes to the insurance.

3.13 Amendment; Modification. This agreement may be modified through a written instrument signed by both parties or by an oral agreement to the extent it is carried out.

3.14 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements.

3.15 Time of Performance; Efficiency of Services; Cooperation. The services of Law Firm shall be performed expeditiously in light of the purposes of this Agreement. Law Firm shall follow all procedures as established by the City consistent with its duties. Law Firm shall work cooperatively with appropriate City staff and keep them informed on all matters of importance as they arise.

3.16 Non-Discrimination. In the performance of this Agreement, Law Firm shall not discriminate against any employee or applicant for employment because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, marital status, age, sexual orientation, or medical condition.

3.17 Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement: (1) shall be deemed effective unless it is in writing and signed by City; (2) shall be deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.

3.18 Governing Law and Interpretation. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to conflict of law principles. The section captions and headings in this Agreement have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

3.19 Severability. If any portion or all of this Agreement is held to be unenforceable for any reason, the remainder of that provision and the remainder of the Agreement shall remain in full force and effect.

3.20 Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

To Law Firm: Civica Law Group, APC
4000 Barranca Parkway
Suite 250, PMB #782
Irvine, CA 92604
(949) 592-0165
Attn: Chief Operating Officer

To City: City of Dublin
100 Civic Plaza
Dublin, CA 94568
(925) 833-6650
Attn: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at

its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

CITY OF DUBLIN,

a Municipal Corporation

By: DocuSigned by: Linda Smith E33836CFFC044E0... Dated: February 28, 2023

Linda Smith
City Manager

Approved as to form:

MEYERS NAVE

a Professional Corporation

By: DocuSigned by: 4D33BDE7E6D8453... Dated: February 28, 2023

John Bakker, Esq.
City Attorney

CIVICA LAW GROUP, APC

By: DocuSigned by: Matthew Silver 3C58077B6796474... Dated: February 28, 2023

Matthew Silver, Esq.
Managing Partner

DocuSign Envelope ID: E5013EF4-E102-406E-A1E1-227719CF55E6

FIRST AMENDMENT TO AGREEMENT BETWEEN CIVICA LAW GROUP, APC AND THE CITY OF DUBLIN FOR SPECIAL COUNSEL LEGAL SERVICES

1. PARTIES AND DATE.

This First Amendment to the agreement for services ("Amendment") by and between the CITY OF DUBLIN ("City"), and CIVICA LAW GROUP, APC, a California Professional Corporation engaged in the practice of law in the State of California ("Law Firm") is effective as of August 15, 2023. Law Firm and the City are sometimes individually referred to herein as "Party" and collectively as "Parties." In consideration of the mutual promises set forth herein, the parties agree to the terms of this Agreement as set forth herein.

2. RECITALS.

2.1 The City and Law Firm entered into an Agreement on March 1, 2023 ("Agreement"), whereby, Law Firm agreed to provide legal services to the City.

2.2 The City and Law Firm now desire to amend the Agreement.

3. TERMS.

3.1 Contract Changes. The Agreement is amended as provided herein.

a. Section 3.3 is hereby amended in its entirety to read as follows: For all legal services provided in this Agreement, the City will compensate Law Firm at the blended rate of $285 per hour for attorney representation and $175 per hour for paralegals and law clerks, which fees shall increase by three percent annually on January 1 to offset rising costs. Compensation shall not exceed $140,000 without approval of the City.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement on March 1, 2023 shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement. Said Agreement is and remains an effective, valid and binding obligation.

CITY OF DUBLIN,

a Municipal Corporation

By: DocuSigned by: Linda Smith E33836CFFC044E0... Dated: August 22, 2023

Linda Smith
City Manager

[*Signatures continue on following page.*]

DocuSign Envelope ID: E5013EF4-E102-406E-A1E1-227719CF55E6

Approved as to form:

MEYERS NAVE

a Professional Corporation

By: DocuSigned by: Camilla Getz, for 21204750D69C449... Dated: August 22, 2023

John Bakker, Esq.
City Attorney

CIVICA LAW GROUP, APC

By: DocuSigned by: 3C58077B6796474... Dated: August 3, 2023

Matthew Silver, Esq.
Managing Partner

DocuSign Envelope ID: DB763568-660A-46D1-A505-043AD730BF18

SECOND AMENDMENT TO AGREEMENT BETWEEN CIVICA LAW GROUP, APC AND THE CITY OF DUBLIN FOR SPECIAL COUNSEL LEGAL SERVICES

1. PARTIES AND DATE.

This Second Amendment to the agreement for services ("Amendment") by and between the CITY OF DUBLIN ("City"), and CIVICA LAW GROUP, APC, a California Professional Corporation engaged in the practice of law in the State of California ("Law Firm") is entered into as of May 21, 2024. Law Firm and the City are sometimes individually referred to herein as "Party" and collectively as "Parties." In consideration of the mutual promises set forth herein, the parties agree to the terms of this Agreement as set forth herein.

2. RECITALS.

2.1 The City and Law Firm entered into an Agreement on March 1, 2023 ("Agreement"), whereby, Law Firm agreed to provide legal services to the City.

2.2 The City and Law Firm amended the Agreement on August 15, 2023 increase the contract limit.

2.3 The City and Law Firm now desire to amend the Agreement to provide for a contract limit for a two year contract period.

3. TERMS.

3.1 Contract Changes. The Agreement is amended as provided herein.

a. Section 3.3 is hereby amended in its entirety to read as follows: For all legal services provided in this Agreement, the City will compensate Law Firm at the blended rate of $294 per hour for attorney representation and $180 per hour for paralegals and law clerks, which fees shall increase by up to five percent on January 1 of each year, rounded up to the nearest dollar, to offset rising costs. The attorney's fees to Law Firm for fiscal year 2023-2024 shall be increased by $20,000 to a total of $205,000, and beginning July 1, 2024 through June 30, 2026, shall not exceed $400,000 without approval of the City.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement and First Amendment shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Second Amendment to the Agreement. Said Agreement is and remains an effective, valid and binding obligation.

[*Signatures on following page.*]

CITY OF DUBLIN,

a Municipal Corporation

By: DocuSigned by: Colleen Tribby 7A1EA4BC96AA46B...

Linda Smith
City Manager

Approved as to form:

REDWOOD PUBLIC LAW, LLP

a Professional Corporation

By: DocuSigned by: Camilla Getz 655086CE219A45A...

John Bakker, Esq.
City Attorney

CIVICA LAW GROUP, APC

By: DocuSigned by: Matthew Silver 3C58077B6796474...

Matthew Silver, Esq.
Managing Partner

CITY OF DUBLIN
FISCAL YEAR 2024-25
BUDGET CHANGE FORM

Budget Change Reference #: _____

City Council's Approval Required

From Un-Appropriated Reserves X

Budget Transfer Between Funds _____

From Designated Reserves _____

Other _____

DECREASE BUDGET AMOUNT		INCREASE BUDGET AMOUNT	
Account	**Amount**	**Account**	**Amount**
		General Fund- Code Enforcement - Professional Services	
		10018400.65101	$200,000

REASON FOR BUDGET CHANGE

Due to higher than anticipated legal expenditures related to code enforcement, Staff is requesting an additional $200,000 that will be funded through the unappropriated cashflow reserve.

As Presented at the City Council Meeting **6/17/2025**

************Finance Use Only************

Posted By: _____

Date: _____

Agenda Item 5.4

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Introduction of an Ordinance Amending Chapter 4.04 (Business Registration) of the Dublin Municipal Code
Prepared by: Felicia Escover, Economic Development Manager

EXECUTIVE SUMMARY:

The City Council will consider introducing an Ordinance amending Dublin Municipal Code Chapter 4.04, which governs the City's business registration program. These updates are intended to improve clarity, enhance operational efficiency, and support a better customer experience for businesses. The changes are informed by best practices and a policy review conducted by Hinderliter de Llamas & Associates (HdL), as well as Staff's experience administering the program.

STAFF RECOMMENDATION:

Waive the reading and introduce an **Ordinance** Amending Section 4.04 of the Dublin Municipal Code, Related to Business Registration.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background
The City of Dublin requires all businesses operating within its jurisdiction to register in accordance with Chapter 4.04 of the Dublin Municipal Code. The Business Registration Program is administered by the Economic Development Division and includes registration for both Dublin-based businesses and businesses located outside the City that conduct operations within City limits. Registration types include commercial businesses, home occupations, massage establishments, and out-of-city businesses.

On February 18, 2025, the City Council approved a Contractor Services Agreement with Hinderliter de Llamas & Associates (HdL) for business license software and administration

services. HdL's platform offers a streamlined, user-friendly interface for registration, renewal, closure, and payment functions, and includes compliance, audit, and discovery tools.

Concurrent with the implementation of the new business license software, Staff undertook a comprehensive review of the City's business registration ordinance to identify opportunities for process improvements and code clarifications. The intent was to ensure that operational changes were supported by a modern, efficient, and enforceable policy framework. This review aligns with Goal 6 of the City Council's adopted Economic Development Strategy (October 1, 2024): "Strengthen startup and growth opportunities for small businesses by pursuing improvements to City processes and maintaining and marketing supportive services and programs."

Business Registration Ordinance Review
Staff began by comparing Dublin's ordinance with those of other Tri-Valley jurisdictions. Although each city's program structure varies, it became clear that there were opportunities to simplify and modernize Dublin's approach. To support this effort, the City engaged HdL to conduct a formal review of Chapter 4.04 and provide an external perspective informed by industry best practices and their experience administering business license programs for more than 100 municipalities.

Based on frequent questions from businesses and observations from administering the program, Staff identified four key areas for evaluation:

- Renewal Cycle
- Proration of Fees
- Delinquency and Penalties
- Exemptions

HdL's Ordinance Review Brief (Attachment 4) included a comparative analysis and specific recommendations for code improvements.

Proposed Changes
Staff recommends adopting the changes proposed by HdL, which include:

- Transition to an Anniversary-Based Renewal Cycle: Replace the fixed October 1 renewal date with a system where businesses renew one year from their initial registration date. This will distribute workload evenly throughout the year and improve the customer experience.
- Maintain Full Annual Fees Without Proration: Continue collecting full registration fees regardless of the start date, as the cost of administration remains constant throughout the year.
- Adopt a Flat Penalty Structure: Replace the existing compounded 7% monthly penalty with a flat percentage (25%) applied monthly, capped at 100% of the original fee. This simplifies calculations and is easier for businesses to understand.
- Clarify and Streamline Exemption Categories: Limit exemptions to those required under state or federal law while encouraging voluntary registration to support business data collection.

In addition to HdL's recommendations, Staff is proposing further revisions based on common challenges experienced during program administration, including:

- Clarified Definitions and Enforcement Language: Updates to reflect modern business practices, such as digital advertising, and expanded enforcement authority.
- Revocation Criteria and Amendment Process: Clear guidance for when a license may be revoked and a requirement that businesses notify the City of certain changes within seven days.

These changes aim to improve clarity, ensure consistent application, and support a more business-friendly and enforceable program.

Next Steps
If the proposed ordinance is introduced and subsequently adopted, Staff will work with HdL to incorporate the new requirements into the software system, revise internal procedures, and conduct outreach to notify impacted businesses of the changes. Updated forms, website content, and business license materials will be developed to inform businesses and ensure a smooth transition.

STRATEGIC PLAN INITIATIVE:

Strategy 1: Economic Development, Small Business Support, and Downtown Dublin
Objective A: Support the implementation of the 2024 Economic Development Strategy, including pursuing growth industries.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Amending Section 4.04 of the Dublin Municipal Code, Related to Business Registration
2) Exhibit A to the Ordinance – Amendments to Section 4.04 of the Dublin Municipal Code, Related to Business Registration
3) Amendments to Section 4.04 of the Dublin Municipal Code, Related to Business Registration – Redline Version
4) Ordinance Review Brief

ORDINANCE NO. XX – 25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING SECTION 4.04 OF THE DUBLIN MUNICIPAL CODE, RELATED TO BUSINESS REGISTRATION

WHEREAS, the City of Dublin requires all businesses operating within its jurisdiction to register in accordance with Chapter 4.04 of the Dublin Municipal Code; and

WHEREAS, the City administers its Business Registration Program through the Office of Economic Development, including registrations for commercial businesses, home occupations, massage establishments, and out-of-city businesses operating within Dublin; and

WHEREAS, on February 18, 2025, the City Council approved a Contractor Services Agreement with Hinderliter de Llamas & Associates (HdL) for business license software and administration services to replace the Energov Permitting and Licensing (EP&L) system, which had presented administrative and user experience challenges; and

WHEREAS, City staff and HdL conducted a comprehensive review of Dublin Municipal Code Chapter 4.04 to identify policy updates and process improvements that align with the City's new software system, modernize operations, and enhance service delivery; and

WHEREAS, the recommended amendments improve clarity, increase operational efficiency, and align the business registration program with best practices used in other jurisdictions; and

WHEREAS, the proposed amendments are consistent with Goal 6 of the City Council-adopted Economic Development Strategy to strengthen startup and growth opportunities for small businesses by pursuing improvements to City processes.

NOW, THEREFORE, the City Council of the City of Dublin does ordain as follows:

Section 1. Chapter 4.04 of the Dublin Municipal Code is hereby amended to revise the City's Business Registration requirements as shown in **Exhibit A**.

Section 2. **Effective Date.** This Ordinance shall take effect and be enforced 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.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this __th day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Chapter 4.04

BUSINESS REGISTRATION

Sections:

4.04.010 Purpose—Authority.
4.04.020 Definitions.
4.04.030 Registration fees—Limitations on effect of license.
4.04.040 Provisions not exclusive.
4.04.050 Business registration fee required—Exceptions.
4.04.060 Exemptions—Generally.
4.04.190 Evidence of doing business.
4.04.200 Branch establishments—Separate licenses.
4.04.205 Master license—Festival organizers.
4.04.210 License—Contents—Issuance conditions.
4.04.220 Application—First license.
4.04.225 Application—Amendments.
4.04.230 Application—Renewal license.
4.04.240 Payment—Time and method.
4.04.250 Business registration fee.
4.04.270 Denial and Revocation of license—Grounds.
4.04.280 Transferability—Change of ownership or location.
4.04.300 Posting and display of licenses.
4.04.310 Collector's powers—Filing deadline.
4.04.320 Business registration fee—Penalty.
4.04.330 Doing business without license does not waive requirements.
4.04.340 Enforcement authority—Inspection of premises.
4.04.350 Appeal procedure.
4.04.360 Violations—Infraction.
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4.04.380 First license required by October 1, 1990.

4.04.010 Purpose—Authority.
This chapter is enacted to register businesses, trades, occupations and professions in the city of Dublin solely for the purpose of regulation and is enacted pursuant to Business and Professions Code Sections 460 and 16000 and California Constitution Article XI, Section 7. (Ord. 10-90 § 1)

4.04.020 Definitions.
For the purposes of this chapter, the following definitions shall apply:

"Business" means and includes professions, trades and occupations, and all and every kind of calling, whether or not carried on for profit.

"City" means the city of Dublin, a municipal corporation of the state of California.

"Collector" means the Finance Director or any other person the City Manager may designate to administer the business registration program.

"Engaging in business" means commencing, conducting or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

"Person" and "persons" means and includes all domestic and foreign corporations, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, trusts, societies and individuals acting and carrying on any business in the city, other than as an employee. "Person" and "persons" shall also include the operator of a festival, fair, farmers' market or similar event for which one person (the "organizer") obtains required permits and licenses

and which includes other persons who sell or offer to sell goods and/or food at the event ("purveyors") through contract with the organizer or otherwise. (Ord. 11-20 § 2: Ord. 10-98 § 1; Ord. 10-90 § 2)

4.04.030 Registration fees—Limitations on effect of license.
The terms "license" and "registration," as used herein, shall not be construed to mean a permit. The fees prescribed by Section 4.04.210 of this chapter do not constitute a tax for revenue purposes, but are regulatory fees. The payment of a business registration fee required by this chapter and its acceptance by the city, and the issuance of such license to any person, shall not entitle the holder thereof to carry on any business unless he or she has complied with all of the requirements of this chapter and all other applicable laws, nor to carry on any business in any building or any premises designated in such license in the event that such building or premises are situated in a zone or locality in which the conduct of such business is in violation of any law. (Ord. 10-90 § 3)

4.04.040 Provisions not exclusive.
Persons required to pay a business registration fee for transacting and carrying on any business under this chapter shall not be relieved from the payment of any license fee or permit for the privilege of doing such business required under any other ordinance of the city, and shall remain subject to the regulatory provisions of other ordinances. (Ord. 10-90 § 4)

4.04.050 Business registration fee required—Exceptions.
A. There are imposed upon the businesses, trades, professions, calling and occupations specified in this chapter business registration fees in the amounts set forth in Section 4.04.250. It is unlawful for any person to transact, carry on and/or engage in any business, trade, profession, calling or occupation in the city without first having procured a license from the city to do so and paying the prescribed business registration fee, and without complying with any and all applicable provisions of this chapter.

B. This section shall not be construed to require any person to obtain a license prior to doing business within the city if such requirement conflicts with applicable statutes of the United States or of the state of California. Persons not so required to obtain a license prior to doing business within the city nevertheless are encouraged to comply with the reporting requirements of this chapter as set forth in Section 4.04.220. (Ord. 10-90 § 5)

4.04.060 Exemptions—Generally.
A. Any person claiming an exemption shall submit to the Collector, upon a form provided by the Collector, a request for such exemption and statement of the facts upon which exemption is claimed, and in the absence of such request and statement substantiating the claim, such person shall be liable for the payment of the fees imposed by this chapter. (Ord. 11-20 § 3: Ord. 10-90 § 6)

B. Any business that is exempt from business license fees or local regulatory licensing under federal or state law shall be exempt from local business registration fees that would otherwise apply under this program.

4.04.190 Evidence of doing business.
When any person makes use of signs, circulars, cards, telephone books or newspapers, websites, social media platforms, and advertises, holds out or represents that he or she is in business in the city, or when any person holds an active license or permit issued by a governmental agency indicating that he or she is in business in the city, and such person fails to deny by an affidavit sworn to before a person authorized to take oaths or a declaration or certificate under penalty of perjury given to the Collector that he or she is conducting a business in the city, after being requested to do so by the Collector, then these facts shall be considered prima facie evidence that he or she is conducting a business in the city. (Ord. 11-20 § 4: Ord. 10-90 § 19)

4.04.200 Branch establishments—Separate licenses.
A separate license must be obtained for each branch establishment or location of the business transacted and carried on, and for each separate type of business at the same location, and each license shall authorize the licensee to transact and carry on only the business licensed thereby at the location or in the manner designated in such license; provided, that warehouses and distributing plants used in connection with and incidental to a business licensed under the provisions of this chapter shall not be deemed to be separate places of business or branch establishments, and provided further that only one (1) license is required for the rental or lease of real property within the city regardless of the number of locations or units of real property being rented or leased. (Ord. 12-91 § 2)

4.04.205 Master license—Festival organizers.
The organizer of a festival, fair, farmers' market or similar event shall obtain a master license for himself and all purveyors of goods and/or food who will participate in the event. No individual purveyors shall be required to obtain a separate license. (Ord. 10-98 § 2)

4.04.210 License—Contents—Issuance conditions.
Every person required to have a license under the provisions of this chapter shall make application as hereinafter prescribed for the same to the Collector, and upon the payment of the prescribed business registration fee, the Collector shall issue to such person a license, which shall contain the following information:

A. The name of the person to whom the license is issued;

B. The name of the business licensed;

C. The place where such business is to be transacted and carried on;

D. The date of the expiration of such license; and

E. Such other information as may be necessary for the enforcement of the provisions of this chapter. (Ord. 10-90 § 21)

4.04.220 Application—First license.
A. Upon a person making application for the first license to be issued under this chapter, or for a newly established business, such person shall furnish to the Collector, upon a form provided by the Collector, the following information:

1. The exact nature or kind of business for which a license is requested;

2. The place where such business is to be carried on, along with all required documentation confirming approval to operate at that site, and if the business is not to be conducted at a permanent place of business, the residential addresses of the business owners shall also be provided;

3. In the event that application is made for issuance of a license to a person doing business under a fictitious name, the application shall set forth the names and places of business of those owning the business;

4. In the event that the application is made for the issuance of a license to a corporation or a partnership, the application shall set forth the names and places of business of the officers or partners thereof;

5. For established and operating businesses: the daily average number of employees employed in furtherance of the business being licensed during the ninety (90) day period preceding the date of application. For new businesses: the daily average number of employees anticipated to be employed to conduct the business during the ninety (90) day period following the date of the application;

6. In the event the application is made for issuance of a master license to a festival organizer, the application shall set forth the names and addresses of all purveyors, and the goods and/or food to be purveyed;

7. Any further information which the Collector may require to enable him or her to issue the license.

B. The Collector shall not issue to any such person another license for the same or any other business until such person has furnished to him or her the information required by subsection A of this section and paid the business registration fee as herein required. (Ord. 11-20 § 5: Ord. 10-98 § 3; Ord. 10-90 § 22)

4.04.225 Application—Amendments.
A. If any information provided in the application filed with the city changes, or if the business ceases operations, the applicant shall report these changes to the city within seven days of such changes or cessation..

B. Amendments shall not be used to change the business location or ownership. Any such changes must follow the procedures outlined in Section 4.04.280.

4.04.230 Application—Renewal license.
A. The applicant for the renewal of a license shall submit to the Collector, on or before the expiration date of the license, the applicable renewal fee and, on a form provided by the Collector, the information described in Section 4.04.220. (Ord. 11-20 § 6: Ord. 10-90 § 23)

B. All licenses shall be valid through the last day of the month preceding the one-year anniversary of the date of issuance, unless revoked, suspended, or otherwise subject to a different expiration period under the terms of the individual license.

4.04.240 Payment—Time and method.
Unless otherwise specifically provided, all annual business registration fees under the provisions of this chapter shall be due and payable in advance on the first day of October of each year. (Ord. 10-90 § 24)

4.04.250 Business registration fee.
The business registration fees, which are found to be commensurate with the cost of issuance of the license, shall be as fixed by the City Council by resolution. (Ord. 2-18 § 1(A): Ord. 10-98 § 4: Ord. 10-90 § 25)

4.04.270 Denial and Revocation of license—Grounds.
A business license may be denied or revoked by the Collector for any of the following causes:

A. The application is incomplete, not submitted on the required form, or contains materially false information;

B. The applicant or licensee has failed to comply with the requirements of this chapter or other applicable provisions of the Dublin Municipal Code, including but not limited to zoning, land use, or building regulations;

C. The business premises or associated vehicle is unsafe, inadequate, or noncompliant with applicable laws or codes;

D. The applicant or licensee has outstanding administrative citations or unresolved code violations;

E. The business would interfere with or unreasonably obstruct the free flow of vehicular traffic, or with other means of travel on any public street, or with pedestrian traffic on the sidewalks;

F. Required permits from the City or other agencies have not been obtained; or

G. The proposed or ongoing business activity violates local, state, or federal law or will interfere with the preservation of the public peace, health, safety or welfare of the public. (Ord. 10-90 § 27)

4.04.280 Transferability—Change of ownership or location.
No license issued pursuant to this chapter shall be transferable; provided, that where a license is issued authorizing a person to transact and carry on a business at a particular place, such licensee may, upon application therefor, have the license amended to authorize the transacting and carrying on of such business under the license at some other location to which the business is or is to be moved. Provided further, that transfer, whether by sale or otherwise, to another person under such circumstances that the real or ultimate ownership after the transfer is substantially similar to the ownership existing before the transfer shall not be prohibited by this section, provided application is made for transfer of the license and a fee to the Collector in an amount as fixed by the City Council by resolution. (Ord. 2-18 § 1(C): Ord. 12-91 § 3; Ord. 10-90 § 28)

4.04.300 Posting and display of licenses.
A. Any licensee transacting and carrying on business at a fixed place of business in the city shall keep the license posted in a conspicuous place upon the premises where such business is carried on.

B. Any licensee transacting and carrying on business but not operating at a fixed place of business in the city shall keep the license upon his or her person or in the vehicle used for the business at all times while transacting and carrying on the business for which it is issued. (Ord. 10-90 § 30)

4.04.310 Collector's powers—Filing deadline.
A. In addition to all other power conferred upon him, the Collector shall have the power, for good cause shown, to extend the time for filing any required application for a period not exceeding thirty (30) days, and in such case to waive any penalty that would otherwise have accrued.

B. For the purposes of regulation under this chapter, the Collector shall also have the power to determine whether or not a person is engaged in business in the city when such question arises as a result of an occasional or a single isolated transaction during the course of one (1) or more calendar years. (Ord. 11-20 § 7: Ord. 10-90 § 31)

4.04.320 Business registration fee—Penalty.
A. A penalty of twenty-five percent (25%) of the unpaid business registration fee shall be added for each month or portion thereof that the fee remains unpaid, beginning thirty (30) days after the license's expiration date. Penalties shall continue to accrue monthly at this rate, up to a maximum total penalty equal to one hundred percent (100%) of the original registration fee.

B. In addition, on the first day of each month that the registration fee remains unpaid, interest in the amount of 1.5% of the delinquent amount excluding penalties and previously accrued interest shall be added to the amount due.

C. The amount of any business registration fee and penalty imposed by the provisions of this chapter shall be deemed a debt to the city but may be reduced or waived, in the discretion of the Collector or on appeal, where appropriate. An action may be commenced in the name of the city in any court of competent jurisdiction for collection of such amounts. (Ord. 12-91 § 6)

4.04.330 Doing business without license does not waive requirements.
The conviction and punishment of any person for transacting any business without a license shall not excuse or exempt such person from the payment of any fee due or unpaid at the time of such conviction, and nothing herein shall prevent a criminal prosecution of any violation of the provisions of this chapter. (Ord. 10-90 § 33)

4.04.340 Enforcement authority—Inspection of premises.
A. It shall be the duty of the Collector, and they are hereby directed, to enforce each and all of the provisions of this chapter, and Collector or designees shall render such assistance in the enforcement hereof as may from time to time be required by the Collector.

B. The Collector, in the exercise of the duties imposed upon him or her hereunder, and acting through his or her deputies or duly authorized assistants, shall examine or cause to be examined all places of business in the city to ascertain whether the provisions of this chapter have been complied with. Absent consent to enter the premises, the Collector shall request the City Attorney to obtain the necessary judicial authority for entry and inspection.

C. The Collector, and each and all of their designees and peace officers shall have the power and authority (upon obtaining an inspection warrant therefor) to enter, free of charge, and at any reasonable time, any place of business required to be licensed herein, and demand an exhibition of its license. Any person having such license theretofore issued, in his or her possession or under control, who willfully fails to exhibit the same on demand, is guilty of an infraction, and subject to the penalties provided for by the provisions of this chapter. (Ord. 12-91 § 5; Ord. 10-90 § 34)

4.04.350 Appeal procedure.
Any person aggrieved by any decision of the Collector with respect to the issuance, refusal, or revocation of such license may appeal to the City Manager pursuant to the provisions of Section 1.04.050 of this code. (Ord. 10-90 § 35)

4.04.360 Violations—Infraction.
Violation of the provisions of this chapter shall be an infraction. Upon determination by the Collector or any other city enforcement officer that a violation of this chapter has taken place, the officer is authorized to issue an

administrative citation that may result in administrative fines in accordance with Chapter 1.06 of the Dublin Municipal Code. (Ord. 10-90 § 36)

4.04.370 Violation—Remedies cumulative.
All remedies prescribed hereunder shall be cumulative and the use of one or more remedies by the city shall not bar the use of any other remedy for the purpose of enforcing the provisions hereof. (Ord. 10-90 § 37)

4.04.380 First license required by October 1, 1990.
Notwithstanding the provisions of Sections 4.04.240 and 4.04.260, no license shall be required under this chapter and no business registration fee shall be due until October 1, 1990. (Ord. 10-90 § 39)

Chapter 4.04

BUSINESS REGISTRATION

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4.04.340 Enforcement authority—Inspection of premises.
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4.04.360 Violations—Infraction.
4.04.370 Violation—Remedies cumulative.
4.04.380 First license required by October 1, 1990.

4.04.010 Purpose—Authority.
This chapter is enacted to register businesses, trades, occupations and professions in the city of Dublin solely for the purpose of regulation and is enacted pursuant to Business and Professions Code Sections 460 and 16000 and California Constitution Article XI, Section 7. (Ord. 10-90 § 1)

4.04.020 Definitions.
For the purposes of this chapter, the following definitions shall apply:

"Business" means and includes professions, trades and occupations, and all and every kind of calling, whether or not carried on for profit.

"City" means the city of Dublin, a municipal corporation of the state of California.

"Collector" means the Finance Director or any other person the City Manager may designate to administer the business registration program.

"Engaging in business" means commencing, conducting or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

"Person" and "persons" means and includes all domestic and foreign corporations, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, trusts, societies and individuals acting and carrying on any business in the city, other than as an employee. "Person" and "persons" shall also include the operator of a festival, fair, farmers' market or similar event for which one person (the "organizer") obtains required permits and licenses and which includes other persons who sell or offer to sell goods and/or food at the event ("purveyors") through contract with the organizer or otherwise. (Ord. 11-20 § 2: Ord. 10-98 § 1; Ord. 10-90 § 2)

4.04.030 Registration fees—Limitations on effect of license.
The terms "license" and "registration," as used herein, shall not be construed to mean a permit. The fees prescribed by Section 4.04.210 of this chapter do not constitute a tax for revenue purposes, but are regulatory fees. The payment of a business registration fee required by this chapter and its acceptance by the city, and the issuance of such license to any person, shall not entitle the holder thereof to carry on any business unless he or she has complied with all of the requirements of this chapter and all other applicable laws, nor to carry on any business in any building or any premises designated in such license in the event that such building or premises are situated in a zone or locality in which the conduct of such business is in violation of any law. (Ord. 10-90 § 3)

4.04.040 Provisions not exclusive.
Persons required to pay a business registration fee for transacting and carrying on any business under this chapter shall not be relieved from the payment of any license fee or permit for the privilege of doing such business required under any other ordinance of the city, and shall remain subject to the regulatory provisions of other ordinances. (Ord. 10-90 § 4)

4.04.050 Business registration fee required—Exceptions.
A. There are imposed upon the businesses, trades, professions, calling and occupations specified in this chapter business registration fees in the amounts set forth in Section 4.04.250. It is unlawful for any person to transact, carry on and/or engage in any business, trade, profession, calling or occupation in the city without first having procured a license from the city to do so and paying the prescribed business registration fee, and without complying with any and all applicable provisions of this chapter.

B. This section shall not be construed to require any person to obtain a license prior to doing business within the city if such requirement conflicts with applicable statutes of the United States or of the state of California. Persons not so required to obtain a license prior to doing business within the city nevertheless are encouraged to comply with the reporting requirements of this chapter as set forth in Section 4.04.220. (Ord. 10-90 § 5)

4.04.060 Exemptions—Generally.
A. Any person claiming an exemption ~~to Sections 4.04.070 through 4.04.180~~ shall submit to the Collector, upon a form provided by the Collector, a request for such exemption and statement of the facts upon which exemption is claimed, and in the absence of such request and statement substantiating the claim, such person shall be liable for the payment of the fees imposed by this chapter. (Ord. 11-20 § 3: Ord. 10-90 § 6)

B. Any business that is exempt from business license fees or local regulatory~~ion~~ licensing under federal or state law shall be exempt from local business registration fees that would otherwise apply under this program.

~~4.04.070 Exemptions—Agriculture.~~
~~The provisions of this chapter shall not require the payment of a business registration fee on the business of agriculture, except for the retail activities conducted in connection therewith. (Ord. 10-90 § 7)~~

~~4.04.080 Exemptions—Attorneys.~~
~~The provisions of this chapter shall not apply to any natural person licensed to practice law in the state of California when such a person is practicing law. (Ord. 12-91 § 1)~~

~~4.04.090 Exemptions—Banks.~~
~~The provisions of this chapter shall not apply to any state or national bank which pays an "in-lieu" tax provided for in Article 13, Section 27 of the California Constitution. (Ord. 10-90 § 9)~~

~~4.04.100 Exemptions—Benefit activities.~~
~~The provisions of this chapter shall not require the payment of a business registration fee for the conducting of any entertainment, concert, exhibition or lecture on scientific, historical, literary, benevolent or moral subjects within the city whenever all the gross receipts of any such entertainment, concert, exhibition or lecture are to be appropriated to any church or school, or to any benevolent purpose within the city. (Ord. 10-90 § 10)~~

~~4.04.110 Exemptions—Charitable purposes.~~
~~The provisions of this chapter shall not require the payment of a business registration fee to conduct, manage or carry on any business, occupation or activity by any organization which qualifies for tax exemption under Internal Revenue Code Section 501(c). (Ord. 10-90 § 11)~~

~~4.04.120 Exemptions—Disabled veterans.~~
~~Any veteran who is unable to obtain a livelihood by manual labor due to any physical disability may obtain a license to hawk or peddle any goods, wares or merchandise without payment of any business registration fee, by applying to the Collector and producing a certificate from a duly licensed physician showing the applicant to be physically disabled, evidence of being a legal voter of the state, and a copy of an honorable discharge. (Ord. 10-90 § 12)~~

~~4.04.130 Exemptions—Federal and state entities.~~
~~Nothing in this chapter shall be deemed or construed to apply to any person transacting and carrying on any business on behalf of any agency, department or political subdivision of the United States or of the state of California. (Ord. 10-90 § 13)~~

~~4.04.140 Exemptions—Insurance companies.~~
~~The provisions of this chapter shall not apply to any insurer which pays an "in-lieu" tax provided for in Article 13, Section 28 of the California Constitution. As used herein, "insurer" does not include insurance brokers. (Ord. 10-90 § 14)~~

~~4.04.150 Exemptions—Inter-city freight carriers.~~
~~The provisions of this chapter shall not apply to inter-city freight carriers who are paying an in-lieu tax to the state under the Highway Carriers Uniform Business License Tax Act; provided, however, this exemption shall not be deemed to prohibit the levying of any excise or license tax authorized pursuant to Division 2 of the Revenue and Taxation Code of the state. (Ord. 10-90 § 15)~~

~~4.04.160 Exemptions—Nonprofit activities.~~
~~A. The provisions of this chapter shall not require the payment of a business registration fee for the conducting of any entertainment, dance, concert, exhibition or lecture by any benevolent, charitable, fraternal, educational, military, state, county or municipal organization or association whenever the receipts of any such entertainment, dance, concert, exhibition or lecture are to be appropriated for the purpose and objects for which such organization or association was formed and from which profit is not derived, either directly or indirectly, by an individual.~~

~~B. No license under this chapter shall be required of any nonprofit institution, corporation, organization or association organized or conducted for nonprofit purposes only, when the receipts derived are to be wholly for the benefit of such organization and not in whole or in part for the private gain of any person. This exemption shall not apply to promoters employed by such nonprofit institutions, corporations, organizations or associations. (Ord. 10-90 § 16)~~

~~**4.04.170 Exemptions—Part-time occupations.**~~
~~The provisions of this chapter shall not apply to any natural person under the age of eighteen or over the age of sixty-five (65) engaged in any part-time occupation, or any person who performs manual labor only, on an hourly or other time basis, and who furnishes only such tools and incidentals as may be required in the performance of such manual labor. (Ord. 10-90 § 17)~~

~~**4.04.180 Exemptions—Miscellaneous.**~~
~~The provisions of this chapter shall not apply to the following:~~

~~A. Cafe musicians, as defined in Business and Professions Code Section 16000.5.~~

~~B. Commercial travelers, as defined and described in Business and Professions Code Section 16002.~~

~~C. Real estate auctioneers, as defined and described in Business and Professions Code Section 16002.1.~~

~~D. Persons renting, leasing or operating laundry equipment which is not coin-operated laundry equipment owned and operated by a retail establishment providing coin-operated laundry equipment for general public use.~~

~~E. Persons renting, leasing, or operating coin-operated vending machines. (Ord. 10-90 § 18)~~

4.04.190 Evidence of doing business.
When any person makes use of signs, circulars, cards, telephone books or newspapers, websites, social media platforms, and advertises, holds out or represents that he or she is in business in the city, or when any person holds an active license or permit issued by a governmental agency indicating that he or she is in business in the city, and such person fails to deny by an affidavit sworn to before a person authorized to take oaths or a declaration or certificate under penalty of perjury given to the Collector that he or she is conducting a business in the city, after being requested to do so by the Collector, then these facts shall be considered prima facie evidence that he or she is conducting a business in the city. (Ord. 11-20 § 4: Ord. 10-90 § 19)

4.04.200 Branch establishments—Separate licenses.
A separate license must be obtained for each branch establishment or location of the business transacted and carried on, and for each separate type of business at the same location, and each license shall authorize the licensee to transact and carry on only the business licensed thereby at the location or in the manner designated in such license; provided, that warehouses and distributing plants used in connection with and incidental to a business licensed under the provisions of this chapter shall not be deemed to be separate places of business or branch establishments, and provided further that only one (1) license is required for the rental or lease of real property within the city regardless of the number of locations or units of real property being rented or leased. (Ord. 12-91 § 2)

4.04.205 Master license—Festival organizers.
The organizer of a festival, fair, farmers' market or similar event shall obtain a master license for himself and all purveyors of goods and/or food who will participate in the event. No individual purveyors shall be required to obtain a separate license. (Ord. 10-98 § 2)

4.04.210 License—Contents—Issuance conditions.
Every person required to have a license under the provisions of this chapter shall make application as hereinafter prescribed for the same to the Collector, and upon the payment of the prescribed business registration fee, the Collector shall issue to such person a license, which shall contain the following information:

A. The name of the person to whom the license is issued;

B. The name of the business licensed;

C. The place where such business is to be transacted and carried on;

D. The date of the expiration of such license; and

E. Such other information as may be necessary for the enforcement of the provisions of this chapter. (Ord. 10-90 § 21)

4.04.220 Application—First license.

A. Upon a person making application for the first license to be issued under this chapter, or for a newly established business, such person shall furnish to the Collector, upon a form provided by the Collector, the following information:

1. The exact nature or kind of business for which a license is requested;

2. The place where such business is to be carried on, along with all required documentation confirming approval~~ing~~ to operate ~~operations~~ at that site, and if the ~~same~~ business is not to be conducted at a permanent place of business, ~~is not to be carried on at any permanent place of business,~~ the residential addresses of the ~~places of residence of the~~ business owners ~~of same~~shall also be provided;

3. In the event that application is made for issuance of a license to a person doing business under a fictitious name, the application shall set forth the names and places of business of those owning the business;

4. In the event that the application is made for the issuance of a license to a corporation or a partnership, the application shall set forth the names and places of business of the officers or partners thereof;

5. For established and operating businesses: the daily average number of employees employed in furtherance of the business being licensed during the ninety (90) day period preceding the date of application. For new businesses: the daily average number of employees anticipated to be employed to conduct the business during the ninety (90) day period following the date of the application;

6. In the event the application is made for issuance of a master license to a festival organizer, the application shall set forth the names and addresses of all purveyors, and the goods and/or food to be purveyed;

7. Any further information which the Collector may require to enable him or her to issue the license.

B. The Collector shall not issue to any such person another license for the same or any other business until such person has furnished to him or her the information required by subsection A of this section and paid the business registration fee as herein required. (Ord. 11-20 § 5: Ord. 10-98 § 3; Ord. 10-90 § 22)

4.04.225 Application—Amendments.

A. If any information provided in the application ~~on~~ filed with the city changes, or if the business ceases operations, the applicant shall report these changes to the city within seven days of ~~their~~such changes or cessation. ~~occurrence~~.

B. Amendments ~~may~~shall not be used to change the business location or ownership. Any s~~S~~uch changes must follow the procedures~~ess~~ outlined in Section 4.04.280.

4.04.230 Application—Renewal license.

A. The applicant for the renewal of a license shall submit to the Collector, on or before the expiration date of the license, the applicable renewal fee and, on a form provided by the Collector, the information described in ~~October 1st of each year, the correct amount of fee and, upon a form provided by the Collector, the information described in~~ Section 4.04.220. (Ord. 11-20 § 6: Ord. 10-90 § 23)

B. All licenses shall be valid through the last day of the month preceding the one-year anniversary of the date of issuance, unless revoked, suspended, or otherwise subject to a different expiration period under the terms of the individual license.

4.04.240 Payment—Time and method.

Unless otherwise specifically provided, all annual business registration fees under the provisions of this chapter shall be due and payable in advance on the first day of October of each year. (Ord. 10-90 § 24)

4.04.250 Business registration fee.

The business registration fees, which are found to be commensurate with the cost of issuance of the license, shall be as fixed by the City Council by resolution. (Ord. 2-18 § 1(A): Ord. 10-98 § 4: Ord. 10-90 § 25)

4.04.270 Denial and Revocation of license—Grounds.
A business license ~~or renewal of a license~~ may be denied or revoked by the Collector for any of the following causes:

A. The application is incomplete, not submitted on the required form ~~provided~~, or ~~does not contain the required information;~~

~~B. The application~~ contains materially false information;

~~C~~B. The applicant or licensee has failed to comply with the requirements of this chapter or other applicable provisions of the Dublin Municipal Code, including but not limited to zoning, land use, or building regulations~~Noncompliance with requirements of this chapter~~;

C. The business premises or associated vehicle is unsafe, inadequate, or noncompliant with applicable laws or codes;

D. The applicant or licensee has outstanding administrative citations or unresolved code violations;

E~~E~~. The business would interfere with or unreasonably obstruct the free flow of vehicular traffic, or with other means of travel on any public street, or with pedestrian traffic on the sidewalks;

~~F~~F. Required permits from the City or other agencies have not been obtained~~Appropriate permits for the business have not been obtained from the city~~; or

G~~G~~. ~~The conduct of the business or activity will be contrary to law; or~~

~~H.~~ The ~~conduct of the business or~~proposed or ongoing business activity violates local, state, or federal law or will interfere with the preservation of the public peace, health, safety or welfare of the public. (Ord. 10-90 § 27)

4.04.280 Transferability—Change of ownership or location.
No license issued pursuant to this chapter shall be transferable; provided, that where a license is issued authorizing a person to transact and carry on a business at a particular place, such licensee may, upon application therefor, have the license amended to authorize the transacting and carrying on of such business under the license at some other location to which the business is or is to be moved. Provided further, that transfer, whether by sale or otherwise, to another person under such circumstances that the real or ultimate ownership after the transfer is substantially similar to the ownership existing before the transfer shall not be prohibited by this section, provided application is made for transfer of the license and a fee to the Collector in an amount as fixed by the City Council by resolution. (Ord. 2-18 § 1(C): Ord. 12-91 § 3; Ord. 10-90 § 28)

~~**4.04.290 Duplicate license.**~~
~~A duplicate license may be issued by the Collector to replace any license previously issued hereunder which has been lost or destroyed, upon the licensee filing a statement of such fact, and at the time of filing such statement paying to the Collector a duplicate license fee in an amount as fixed by the City Council by resolution. (Ord. 2-18 § 1(D): Ord. 12-91 § 4; Ord. 10-90 § 29)~~

4.04.300 Posting and display of licenses.
A. Any licensee transacting and carrying on business at a fixed place of business in the city shall keep the license posted in a conspicuous place upon the premises where such business is carried on.

B. Any licensee transacting and carrying on business but not operating at a fixed place of business in the city shall keep the license upon his or her person or in the vehicle used for the business at all times while transacting and carrying on the business for which it is issued. (Ord. 10-90 § 30)

4.04.310 Collector's powers—Filing deadline.
A. In addition to all other power conferred upon him, the Collector shall have the power, for good cause shown, to extend the time for filing any required application for a period not exceeding thirty (30) days, and in such case to waive any penalty that would otherwise have accrued.

B. For the purposes of regulation under this chapter, the Collector shall also have the power to determine whether or not a person is engaged in business in the city when such question arises as a result of an occasional or a single isolated transaction during the course of one (1) or more calendar years. (Ord. 11-20 § 7: Ord. 10-90 § 31)

4.04.320 Business registration fee—Penalty.
A. A penalty of twenty-five percent (25%) of the unpaid business registration fee shall be added for each month or portion thereof that the fee remains unpaid, beginning thirty (30) days after the license's expiration date. Penalties shall continue to accrue monthly at this rate, up to a maximum total penalty equal to one hundred percent (100%) of the original registration fee.

B. In addition, on the first day of each month that the registration fee remains unpaid, interest in the amount of 1.5% of the delinquent amount excluding penalties and previously accrued interest shall be added to the amount due.

~~A penalty in the amount of seven percent (7%) compounded monthly of any delinquent business registration fee shall accrue on the thirtieth day following the due date of any business registration fee, up to a maximum penalty equal to the amount of the business registration fee.~~

C. The amount of any business registration fee and penalty imposed by the provisions of this chapter shall be deemed a debt to the city but may be reduced or waived, in the discretion of the C~~c~~ollector or on appeal, where appropriate. An action may be commenced in the name of the city in any court of competent jurisdiction for collection of such amounts. (Ord. 12-91 § 6)

4.04.330 Doing business without license does not waive requirements.
The conviction and punishment of any person for transacting any business without a license shall not excuse or exempt such person from the payment of any fee due or unpaid at the time of such conviction, and nothing herein shall prevent a criminal prosecution of any violation of the provisions of this chapter. (Ord. 10-90 § 33)

4.04.340 Enforcement authority—Inspection of premises.
A. It shall be the duty of the Collector, and ~~he or she~~they ~~is~~ are hereby directed, to enforce each and all of the provisions of this chapter, and ~~the zoning investigator~~ Collector or designees shall render such assistance in the enforcement hereof as may from time to time be required by the Collector.

B. The Collector, in the exercise of the duties imposed upon him or her hereunder, and acting through his or her deputies or duly authorized assistants, shall examine or cause to be examined all places of business in the city to ascertain whether the provisions of this chapter have been complied with. Absent consent to enter the premises, the Collector shall request the City Attorney to obtain the necessary judicial authority for entry and inspection.

C. The Collector, and each and all of ~~his or her~~their ~~assistants and any police officer,~~designees and peace officers shall have the power and authority (upon obtaining an inspection warrant therefor) to enter, free of charge, and at any reasonable time, any place of business required to be licensed herein, and demand an exhibition of its license. Any person having such license theretofore issued, in his or her possession or under control, who ~~wilfully~~willfully fails to exhibit the same on demand, is guilty of an infraction, and subject to the penalties provided for by the provisions of this chapter. (Ord. 12-91 § 5; Ord. 10-90 § 34)

4.04.350 Appeal procedure.
Any person aggrieved by any decision of the Collector with respect to the issuance, ~~or~~ refusal, or revocation ~~to issue~~of such license may appeal to the City Manager pursuant to the provisions of Section 1.04.050 of this code. (Ord. 10-90 § 35)

4.04.360 Violations—Infraction.
Violation of the provisions of this chapter shall be an infraction. Upon determination by the Collector or any other city enforcement officer that a violation of this chapter has taken place, the officer is authorized to issue an

administrative citation that may result in administrative fines in accordance with Chapter 1.06 of the Dublin Municipal Code. (Ord. 10-90 § 36)

4.04.370 Violation—Remedies cumulative.
All remedies prescribed hereunder shall be cumulative and the use of one or more remedies by the city shall not bar the use of any other remedy for the purpose of enforcing the provisions hereof. (Ord. 10-90 § 37)

4.04.380 First license required by October 1, 1990.
Notwithstanding the provisions of Sections 4.04.240 and 4.04.260, no license shall be required under this chapter and no business registration fee shall be due until October 1, 1990. (Ord. 10-90 § 39)

DUBLIN
CALIFORNIA

City of Dublin

Business License Registration: Ordinance Review Brief

May 8, 2025

HdL Companies

SUBMITTED BY
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Introduction

This brief outlines key findings and recommendations from HDL Companies' review of the City of Dublin's business registration ordinance. The recommendations presented aim to support the City in ensuring comprehensive compliance, effective enforcement, and streamlined service delivery to the business community.

Overview of Areas Analyzed

- Exemptions
- Renewal Cycle
- Pro-ration of Fees
- Penalties

Methodology

Our approach included:

- A review of procedures established for administration as set forth in the Dublin's municipal code.
- A comparative analysis with three cities Palo Alto, Lodi, and Glendale selected for their use of business registration programs and relevance in terms of size, structure, and policy model.
- The identification of best practices in each area, informed by HDL's experience supporting over 100 jurisdictions with business license compliance and tax administration, and industry standards.

Summary of Findings and Recommendations

A. Exemptions

Summary of Current Provisions

Dublin exempts several categories from paying the business registration fee, including banks, insurers, attorneys, nonprofit organizations, state/federal agencies, and individuals with limited or low-income business activity. While some exemptions follow legal requirements, others are based on occupation or purpose. Notably, exempt entities are not required to register, though the City encourages voluntary compliance for data and tracking purposes.

Comparison Highlights

- Palo Alto provides exemptions for home-based businesses, nonprofits with fewer than one FTE, and transitory vendors. Registration is not required for exempt groups.
- Lodi allows exemptions for certain nonprofit, veteran, or low-income home-based activities, but requires registration/payment for paid contractors.
- Glendale: Requires most businesses, including nonprofits, to register. Exemptions are linked to land use rather than organization type.

General Recommendations

- Exempt businesses as required under state and federal law, and streamline the code language to clearly and concisely cover these exemptions. Examples includes but are not limited to Nonprofit organizations with 501 (C) (3) status, banking institutions, attorneys or public agencies, depending on the applicable legal frameworks.

B. Renewal Cycle

Summary of Current Provisions
Dublin currently uses a fixed renewal deadline for all businesses—October 1st each year. Regardless of the registration date, all businesses must renew by this single date and submit updated business information along with the annual registration fee.

Comparison Highlights

- Palo Alto: Fixed annual renewal due by March 31.
- Lodi: Annual renewal due January 1, with delinquency starting February 1.
- Glendale: Uses an anniversary-based renewal system—each registration is valid for one year from issuance.

General Recommendations

- Transition to an anniversary-based renewal cycle, where each business renews one year from its original registration date.
- This model spreads renewals throughout the year, reducing administrative bottlenecks.

Should the City choose to adopt this model, a transitional strategy can be implemented to phase in the change for existing businesses over time.

C. Pro-ration of Fees

Summary of Current Provisions
Dublin currently does not offer pro-ration. Businesses must pay the full annual fee regardless of when they begin operations.

Comparison Highlights

- Neither Glendale, Palo Alto and Lodi currently offer pro-rated fees.

General Recommendations

- If Dublin adopts the anniversary-based renewal model, each business will already receive a full year of coverage from its registration date.
- As such, a pro-ration policy would not be necessary and could be avoided for administrative simplicity.
- Furthermore, prorating a fee whose purpose is to cover the cost of the registration would be counterproductive because the cost of registration processing is the same no matter when the registration is completed in the year.

D. Penalties

Summary of Current Provisions

Dublin applies a 7% penalty, compounded monthly, on late payments starting 30 days after the due date, up to a maximum of 100% of the original fee.

Comparison Highlights

- Palo Alto uses a flat fee model for delinquencies. A $25 late fee is applied to payments received after April 30, with an additional $25 fee applied to those received after May 30. There is no compounding or percentage-based penalty, and no explicit cap is needed under this structure. However, there is no reference to reapplication requirements for businesses that remain noncompliant for an extended period.
- Lodi does not have a separate business license penalty structure detailed in its business registration provisions. Instead, it relies on its general penalty ordinance, which classifies violations as infractions subject to escalating fines: $100 for the first offense, increasing for repeat violations. There is also no administrative reapplication process outlined for prolonged delinquency.
- Glendale, notably, does not impose a specific monetary penalty for late renewals. Instead, any registration not renewed within 30 days before expiration is automatically deemed expired, and the business must submit a new application to continue operating.

General Recommendations

- We recommend that the City of Dublin adopt a standard delinquency penalty structure that applies a flat percentage each month to the unpaid fee, with penalties accruing until they reach a 100% cap of the original registration amount. This method aligns with structured financial penalties that are common among municipalities, is straightforward to administer, is easy for businesses to understand, and ensures that the full penalty is assessed within a defined timeframe.

- We do not recommend requiring businesses to reapply after a period of delinquency. Instead, maintaining the original registration and treating the outstanding amount as a debt owed to the City ensures continuity, avoids duplicate records, and streamlines enforcement.

Agenda Item 5.5

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Park Improvement Agreement for Dublin Centre Development
Prepared by: Bridget Amaya, Assistant Parks and Community Services Director

EXECUTIVE SUMMARY:

The City Council will consider an Improvement Agreement with KL LB Buy 2 LLC and Landsea Homes of California, LLC to construct a 2.01-acre neighborhood park as identified in the Eastern Dublin Specific Plan within the Dublin Centre development, formerly called SCS Dublin.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Improvement Agreement for a Neighborhood Park Site Within the Dublin Centre Development.

FINANCIAL IMPACT:

The Developer will bear all costs associated with the agreement, with the park being developed in accordance with the City's requirement for land dedication and park improvement. The Developer will be granted fee credits in the Neighborhood Park Improvement Fee category under the Public Facilities Fee Program.

DESCRIPTION:

KL LB Buy 2, LLC owns certain real property, and Landsea Homes of California, LLC operates as the developer. The property consists of 54.1 acres of land located north of Dublin Boulevard between Tassajara Road and Brannigan Street and extends to the north of Gleason Drive (APNs 985-0051-006-00, 985-0052-024-00, and 985-0052-025-00), on which it has approvals for 500 residential units (367 multi-family attached units and 133 detached single-family units), approximately 30,000 square feet of retail commercial uses, along with infrastructure, and related improvements.

Landsea dedicated a 2.01-acre neighborhood park within Parcels P and T of the Final Map of

Tract 8449 PA-2 North, and Parcels A and B of the Final Map of Tract 8452 PA-3, as a project condition of approval. The future park runs from Finnian Way to Gleason Drive as shown in Figure 1. The dedication satisfies Neighborhood Parkland dedication obligations, and Landsea has received Neighborhood Parkland fee credits under the City's Public Facilities Fee (PFF) program.

Figure 1. Park Location

Landsea is now requesting to develop the 2.01-acre neighborhood park by completing the improvements being credited against the City's Neighborhood Park Improvement Fee under the PFF Program. The estimated construction cost for the improvements, as adjusted for inflation, is agreed to be $1,834,591.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A copy of this Staff Report was provided to the Developer, and the City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Improvement Agreement for a Neighborhood Park Site Within the Dublin Centre Development
2) Exhibit A to the Resolution – Improvement Agreement for a Neighborhood Park Site Within the Dublin Centre Development

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE IMPROVEMENT AGREEMENT FOR A NEIGHBORHOOD PARK SITE WITHIN THE DUBLIN CENTRE DEVELOPMENT

WHEREAS, KL LB Buy 2, LLC owns certain real property and Landsea Homes of California, LLC is the developer ('the Property") consisting of approximately 54.1 acres of land, located in the City of Dublin, County of Alameda, north of Dublin Boulevard between Tassajara Road and Brannigan Street, and extends to the north of Gleason Drive (APNs 985-0051-006-00, 985-0052-024-00, and 985-0052-025-00) on which it is pursuing a residential and commercial development project (the Project"); and

WHEREAS, in pursuit of the Project, Landsea has sought and obtained approval of a Vesting Tentative Map for Tract Nos. 8449, 8452, 8677, and 8683, and was approved by Planning Commission Resolution No. 24-02 on February 13, 2024; and

WHEREAS, the Vesting Tentative Map requires Landsea to dedicate 2.01-acre neighborhood park to the City for which it will receive Neighborhood Park credits under the City's Public Facilities Fee Program; and

WHEREAS, Landsea will design and develop the 2.01-acre neighborhood park with the cost of completing the improvements being credited against the City's Neighborhood Park Improvement fee credits under the City's Public Facilities Fee Program, as specified in the Agreement; and

WHEREAS, upon completion, Landsea will dedicate the park improvements to the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve an Improvement Agreement for the neighborhood park site within the Dublin Centre Development, attached hereto as **Exhibit A.**

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

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

IMPROVEMENT AGREEMENT FOR THE GRAND PASEO NEIGHBORHOOD PARK SITE WITHIN THE DUBLIN CENTRE DEVELOPMENT (FORMERLY SCS DUBLIN)

THIS IMPROVEMENT AGREEMENT (this "**Agreement**") is made and entered in the City of Dublin on this **June 17, 2025** ("**Effective Date**") by and among THE CITY OF DUBLIN, a Municipal Corporation (hereafter "**CITY**"), LANDSEA HOMES OF CALIFORNIA, LLC, a Delaware limited liability company (hereafter "**DEVELOPER**") and KL LB BUY 2 LLC, a Delaware limited liability company (hereafter "**OWNER**"). CITY, DEVELOPER and OWNER are hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, OWNER owns certain real property consisting of approximately 54.1 acres of land, located in the City of Dublin, County of Alameda (APNs 985-0051-006-00, 985-0052-024-00, and 985-0052-025-00), as more particularly described in Exhibit A attached hereto (the "**Property**"), and OWNER has granted DEVELOPER an option to purchase the Property pursuant to the terms of that certain Option Agreement between OWNER and DEVELOPER dated May 22, 2024, as amended; and

WHEREAS, DEVELOPER has sought and obtained approval of a Vesting Tentative Map (Tract Nos. 8449, 8452, 8677 and 8683) (the "**Vesting Tentative Map**"); and is subject to a Development Agreement entered into with the CITY, dated December 6, 2022 as Instrument No. 2023005968 of the Official Records of Alameda County; and

WHEREAS, the approval of the Vesting Tentative Map authorizes DEVELOPER to develop the Property to include approximately five hundred (500) residential dwelling units, comprised of three hundred sixty-seven (367) multi-family attached units and one hundred thirty-three (133) detached single family units, along with infrastructure and related improvements (the "**Project**"); and

WHEREAS, CITY and DEVELOPER now desire that DEVELOPER design and develop the 2.01 acre Neighborhood Park, with the DEVELOPER's cost for completing the improvements being credited against the City's Park Improvement Impact Fees, in accordance with the City's *City of Dublin Consolidated Impact Fee Administrative Guidelines,* dated February 2024 (the "**Guidelines**"); and

WHEREAS, DEVELOPER will design and construct the improvements on the Neighborhood Park (as defined below) (hereinafter called "**Park Improvements**") and will dedicate the Park Improvements to the CITY (for the avoidance of doubt, the Park Improvements do not include the PA-2 and PA-3 ROW Improvements (as defined below)); and

WHEREAS, DEVELOPER is currently obtaining building permits with the CITY and subsequent to obtaining approval will build improvements in the existing and future public rights of way (collectively, the "**PA-2 and PA-3 ROW Improvements**") directly adjacent to the Neighborhood Park limits, consistent with the Vesting Tentative Map and Improvement Plans for

Tassajara Road, Gleason Drive, Central Parkway, Dublin Boulevard, and Brannigan Street ("**Dublin Centre Off-Site Improvements**"), and Tract 8452 The Dublin Centre (PA-3) and Tract 8449 (PA-2 North) (collectively "**Dublin Centre On-Site Improvements**"); and

WHEREAS, DEVELOPER agrees to satisfactorily complete the Park Improvements within the time hereafter specified, and CITY agrees to accept DEVELOPER's and/or OWNER's offer of dedication of the Neighborhood Park and Park Improvements in consideration for DEVELOPER's satisfactory performance of the terms and conditions of this Agreement; and

NOW, THEREFORE, CITY, OWNER and DEVELOPER agree as follows:

1. Land Dedication. As set forth in the Vesting Tentative Map, the DEVELOPER and/or OWNER shall dedicate approximately 2.01 acres of neighborhood park land (designated Parcels P and T of the Final Map of Tract 8449 PA-2 North and Parcels A and B of the Final Map of Tract 8452 PA-3) (the "**Neighborhood Park**") on or before recordation of the final maps. The dedicated parcel must contain a minimum of 2.01 acres of usable land.

2. Names. Notwithstanding anything to the contrary herein, OWNER and DEVELOPER acknowledge and agree that the Neighborhood Park will be subject to the standard City naming process.

3. Park Design; Design Documents.

a) DEVELOPER shall (i) hire a competent landscape architect, subject to the CITY's approval, to design the Park Improvements, (ii) submit conceptual plan alternatives for Park Improvements to the CITY for review within ninety (90) days of the execution of this Agreement and (iii) obtain written approval from CITY of the final conceptual plan, pursuant to subsection b) of this Section, no later than one hundred-eighty (180) days from the execution of this Agreement, unless such time period is extended by a Force Majeure Event (as defined below). In the event that DEVELOPER chooses to move forward with a landscape architect other than Roach & Campbell, DEVELOPER shall first obtain CITY approval. Given that the park area does not align with the characteristics of a standard neighborhood park, conceptual plans should align with specific site attributes described in this Section (collectively, the "**Standards**"). The Standards include small-scale, high-quality play structures, designated shade structure/sails for seating areas accommodating 6 to 8 people for informal picnics, a group picnic facility with a designated shade structure/sails and BBQ amenities, a water meter, appropriate security lighting and the Class IB Shared Use Path on the west side of Diablo View Drive between Gleason Drive and Finnian Way that includes a minimum 12' paved surface (8' travel way and minimum 2' paved shoulder on both sides of the trail) and minimum 2' of low landscape on both sides of the trail, along with a bike rack and bike repair station. The Class I trail shall be constructed as part of the tract improvements for PA-2 and PA-3. The costs associated with the design and construction of the Class I trail, being associated with the tract improvements, shall not be included in the Estimated Costs as defined below, but the costs associated with obtaining a water meter for the Neighborhood Park shall be included in the Estimated Costs as defined below. The conceptual

plan shall be consistent with the Estimated Cost (defined below), unless an increase is approved by the CITY. The CITY, and any and all applicable departments having review and approval authority over the revised plans, shall have thirty (30) calendar days to respond to DEVELOPER's initial submittal and any subsequent submittals of revised plans. All dates for performance under this Agreement shall be extended to the extent of any delays caused by labor disputes, shortages of labor and/or materials, strikes, delays of governmental authorities, delays in obtaining approved plans, adverse weather conditions, natural disasters, pandemics, war, insurrection, any governmental or quasi-governmental enactment of a "stay home" or shutdown order or any other causes beyond the performing party's reasonable control (financial inability excluded) ("**Force Majeure Event**").

b) The conceptual plan will be presented to the City of Dublin Parks and Community Services Commission and City Council for final approval.

c) Notwithstanding the foregoing, in the event the cost estimate of constructing to the approved conceptual plan causes the Park Improvements to exceed the Estimated Cost (defined below), CITY shall reimburse OWNER for any excess costs subject to Section 11 below.

4. Park Construction; Construction Documents. DEVELOPER shall cause the preparation of construction plans and specifications for the Park Improvements, including all amenities as listed in Section 3 above. The Construction Documents shall be consistent with the Standards as well as all local codes and regulations. The Construction Documents shall be approved by the CITY, and any and all departments having review and approval authority over the Construction Documents, no later than six (6) months following submission of the Construction Documents. The six (6) month period may be extended for an additional three (3) months by the mutual agreement of City Manager, OWNER and DEVELOPER. CITY shall have thirty (30) calendar days to respond to DEVELOPER's initial submittal and any subsequent submittals of revised plans.

5. Construction Timeline. Upon CITY approval of DEVELOPER's Construction Documents, DEVELOPER will commence construction of the Park Improvements within ninety (90) days and provide written notice, email to suffice, to the CITY evidencing the same ("**Commencement Notice**"). All Park Improvements shall be Completed (as defined below) no later than eighteen (18) months following the date of the Commencement Notice, unless the completion date is extended by the City Manager or a Force Majeure Event. Time is of the essence in this Agreement. Upon completion, DEVELOPER shall furnish CITY with a complete and reproducible set of final as-built plans in PDF, AutoCAD files of the Construction Documents for the Park Improvements, including any City authorized modifications, and all product and manufacturers' warranties as identified in the Construction Documents. For the purpose of this Section 5, "**Completed**" shall mean all required plants have been planted, a punch list has been drafted, all irrigation has been installed, and all signage and Park Improvements are substantially complete.

In the event that DEVELOPER is unable to complete the Park Improvements prior to the time specified herein, the CITY may take all actions necessary to collect on furnished bonds and/or, at the CITY's option, complete the work in accordance with Section 20, in which case DEVELOPER shall be liable to the CITY for the CITY's costs.

6. Acceptance of Work. Upon written notice of completion of the Park Improvements, inclusive of a one hundred and twenty (120) day plant establishment maintenance period, and delivery of a set of final as-built plans and copies of Construction Documents to CITY by DEVELOPER, the CITY shall examine the Park Improvements without delay. The public shall not be permitted access to the Park Improvements during construction of the Park Improvements, including the plant establishment maintenance period. If the Park Improvements are found to be in accordance with the Construction Documents and this Agreement, CITY shall accept the work, and, upon such acceptance by the City Engineer, shall notify OWNER and DEVELOPER or each if their designated agents of such acceptance. At the time of acceptance, CITY shall take over all maintenance responsibilities of the Neighborhood Park and Park Improvements. In addition, upon acceptance of the Park Improvements, CITY shall release and exonerate all security furnished by DEVELOPER, including the faithful performance bond and labor and materials bond described in Section 12.

7. Inspection of the Work. DEVELOPER shall guarantee free access to CITY through the City Manager's designated representative for the safe and convenient inspection of the work throughout its construction. Said City representative shall have the authority to reject all materials and workmanship that is not in accordance with the Construction Documents, and all such materials and or work shall be removed promptly by DEVELOPER and replaced to the satisfaction of CITY without any expense to CITY in accordance with the Construction Documents. The CITY representative will also attend all project progress meetings during the course of construction. DEVELOPER shall submit any plan changes before and during construction to the City Manager's designated representative for approval. Construction shall not begin on any material plan changes until they are approved pursuant to Section 8 of this Agreement.

8. Change Orders. DEVELOPER shall submit a written request for approval of any change orders to the CITY at least fifteen (15) business days prior to proceeding with any change order. DEVELOPER shall not issue any change orders on such construction contract without first obtaining CITY's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Both Parties acknowledge that the City has a significant, reasonable interest in ensuring that changes would not increase the park improvement costs beyond the Estimated Cost as defined below. DEVELOPER acknowledges the failure to obtain such written consent from the CITY will result in DEVELOPER's sole responsibility to pay for such change orders without reimbursement credit from the CITY. Notwithstanding the foregoing, the CITY's consent shall be required for any material change in design in the Park Improvements.

9. Payments. Until Completion, DEVELOPER shall be responsible for all payments for costs incurred by DEVELOPER to design and construct the Park Improvements, including all design and construction costs. This includes but is not limited to, consultant design work, contractors work, electric and water bills, storm water pollution prevention, consultant

construction assistance, City inspections, and other permits and fees. DEVELOPER shall provide to CITY a monthly accounting summary outlining project costs to date. DEVELOPER will include copies of invoices paid. DEVELOPER will provide copies of cancelled checks if requested by CITY.

10. Work Performance and Guarantee. Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, DEVELOPER guarantees all work executed by DEVELOPER and/or DEVELOPER's agents, and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to CITY as a part of the work pursuant to the Agreement, to be free of all defects of workmanship and materials for a period of one (1) year after final acceptance of the entire work by CITY. All manufactured products specified for the site shall have extended warranties as available from the companies that supply the products. All such warranties shall be transferred to the CITY prior to final acceptance of the Park Improvements. These warranties shall cover both the replacement of parts and the labor necessary to have the equipment in proper working order. These products include, but are not limited to: play equipment, site furnishings and mechanical equipment. DEVELOPER shall repair or replace any or all such work or material, together with all or any other work or materials which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one (1) year guarantee period without expense or charge of any nature whatsoever to CITY. DEVELOPER further covenants and agrees that when defects in design, workmanship and materials actually appear during the applicable guarantee period, and have been corrected, the guarantee period for such corrected items shall automatically be extended for an additional year to ensure that such defects have actually been corrected. In the event the DEVELOPER shall fail to comply with the conditions of the foregoing guarantee within fifteen (15) days' time, after being notified of the defect in writing (which cure period shall be extended for such time as is reasonably necessary so long as DEVELOPER has commenced such cure within the initial fifteen (15) day time period and is diligently pursuing such cure to completion), CITY shall have the right, but shall not be obligated, to repair or obtain the repair of the defect, and DEVELOPER shall pay to CITY on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the public health, safety, or welfare, CITY shall have the right to immediately repair, or cause to be repaired, such defect, and DEVELOPER shall pay to CITY upon written demand all costs and expense of such repair. The foregoing statement relating to hazards to health and safety shall be deemed to include either temporary or permanent repairs, which may be required as determined in the sole discretion and judgment of CITY. If CITY, at its sole option, makes or causes to be made the necessary repairs or replacements or performs the necessary work as provided herein, DEVELOPER shall pay, in addition to actual costs and expenses of such repair or work, fifty percent (50%) of such costs and expenses for overhead and interest at the maximum rate of interest permitted by law accruing thirty (30) days from the date of billing for such work or repairs.

11. Estimated Cost of Park Improvements. The estimated cost of designing and constructing the Park Improvements is One Million Eight Hundred Thirty-Four Thousand Five Hundred Ninety-One and 32/100 Dollars ($1,834,591.32) ("**Estimated Cost**"), which amount is based on the per-acre improvement cost amount in the Public Facilities Fee program

($912,732/acre x 2.01 acres). DEVELOPER agrees to pay the total project cost and, except as specified herein, may not seek reimbursement from the CITY for any costs exceeding the amount established as the per-acre costs for Neighborhood Park Improvements in the neighborhood parkland improvement category of the Public Facilities Fee Program in effect at the time of building permit issuance, including soft costs. Notwithstanding the foregoing, DEVELOPER shall provide a cost estimate for the City Engineer's approval in conjunction with submittal of the Construction Documents. The approved cost estimate shall be used to, if necessary, increase the amount of the security required by Section 12. The Project shall be constructed on a prevailing wage scale as required by the State of California. If DEVELOPER reasonably determines that the actual costs of the Park Improvements will exceed the Estimated Cost, then it shall deliver written notice to the CITY describing the anticipated actual costs of providing the Park Improvements, along with reasonable documentation substantiating the same. Within thirty-five (35) days thereafter, CITY shall notify DEVELOPER of its election to either (i) reimburse DEVELOPER in cash for the amounts incurred in excess of the Estimated Cost, within ninety (90) days after Completion of the Park Improvements and the CITY'S receipt of invoices, statements or other reasonable evidence of the excess costs incurred, or (ii) allow DEVELOPER to, in consultation with the CITY in accordance with this Section, adjust the Park Improvements (e.g., reduce amenities, change materials, etc.) to reduce the costs such that they will not exceed the Estimated Cost ("**Park Improvement Modifications**"). If the CITY elects to proceed with Park Improvement Modifications, the CITY shall work cooperatively and in good faith with DEVELOPER to determine the scope and extent of Park Improvement Modifications, and may not unreasonably withhold, delay or condition any approvals or consents required to implement Park Improvement Modifications. If the CITY elects to proceed with cash reimbursement for Park Improvement costs exceeding the Estimated Costs, then the CITY shall be obligated to make such payment to DEVELOPER within the 90-day timeframe specified above. If CITY fails to make either election from clauses (i) and (ii) above, then DEVELOPER shall have the right to implement Park Improvement Modifications without further consent or approval of the CITY.

12. Security Furnished. Concurrently with the execution of this Agreement, DEVELOPER shall furnish CITY with the following security in a form satisfactory to the City Attorney. If necessary, DEVELOPER shall increase or replace the initial security provided with security that reflects any increase in the Estimated Cost pursuant to Section 11. DEVELOPER shall also furnish a ten percent (10%) bond for the one (1) year warranty.

a) **Faithful Performance**. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the Estimated Cost set forth in Section 11 and sufficient to assure CITY that the Park Improvements will be satisfactorily completed.

b) **Labor and Materials**. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one-hundred percent (100%) of the Estimated Cost set forth in Section 11 and sufficient to assure CITY that DEVELOPER's contractors, subcontractors, and other persons furnishing labor, materials, or equipment shall be paid therefore.

c) **Warranty.** Prior to acceptance of the Park Improvements as complete by the City Engineer, DEVELOPER shall furnish the CITY with either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to ten percent (10%) of the Estimated Cost set forth in Section 11 and sufficient to assure CITY that the Park Improvements will be satisfactorily completed from the date on which the City Engineer accepts the work as complete until one year thereafter.

d) CITY shall be the sole obligee named on any instrument required by this Agreement. Any instrument or deposit required herein and the release thereof shall conform with the provisions of Chapter 5 of the Subdivision Map Act.

13. Fee Credit. Upon posting security for the completion of the Park Improvements under the terms of this Agreement, DEVELOPER shall be entitled to a credit against the Neighborhood Park improvement category of the Public Facilities Fee based on the 2.01 acre approved park and the calculations described in Section VI.C of the *Guidelines*.

14. No Credit for Excess Costs. Pursuant to the Public Facilities Fee Program and City of Dublin Municipal Code Section 7.78.040, costs are not subject to reimbursement credit by CITY to OWNER to the extent that actual construction, design, and related costs, as approved by CITY, total more than the fee credit. This Section shall not impair the potential availability of reimbursement pursuant to Section 11 above.

15. Obligations Arising from Agreement. Except as the City may expressly elect under section 11, neither the General Fund, nor any other fund or monies of CITY, except the Public Facilities Fee Neighborhood Park Improvement Fund or similar park improvements funds or accounts, shall be utilized for payment of any obligations arising from this Agreement. Neither the credit nor the taxing power of CITY is pledged for the payment of any obligations arising from the Agreement. OWNER and DEVELOPER's obligations arising from this Agreement are not a debt of CITY, or a legal or equitable pledge, charge, lien or encumbrance upon any of its property, or upon any of its income, receipts or revenues.

16. Liability.

a) **DEVELOPER Primarily Liable**. DEVELOPER hereby warrants that all work required by this Agreement will be performed in accordance with the professional standards prevailing in the industry for similarly situated improvement projects in the City of Dublin. DEVELOPER agrees to indemnify, defend with counsel acceptable to CITY, and hold harmless CITY, its officers, officials, employees, agents, and volunteers, from and against any and all loss, claims, suits, liabilities, actions, damages, or causes of action (collectively "**Liability**") directly arising from the negligence or willful misconduct of DEVELOPER, its employees, agents, or independent contractors in connection with DEVELOPER's actions and obligations hereunder, except such Liabilities caused by the sole negligence or willful misconduct of the CITY or its officers, officials, employees, agents, or volunteers; provided as follows:

1) That CITY does not, and shall not, waive any rights against DEVELOPER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY, or the deposit with CITY by DEVELOPER, of any of the insurance policies described in Paragraph 17 hereof.

2) That the aforesaid hold harmless agreement by DEVELOPER shall apply to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the negligence or willful misconduct of DEVELOPER, regardless of whether or not CITY has prepared, supplied, or approved of plans and/or specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

3) **Design Defect**. If, in the opinion of the CITY, a design defect in the work of improvement becomes apparent during the course of construction, or within one (1) year (except for those manufactured products where extended warranties have been provided, in which case the extended warranty period shall apply) following acceptance by the CITY of the Park Improvements, and said design defect, in the opinion of the CITY, may substantially impair the public health and safety, DEVELOPER shall, upon order by the CITY, correct said design defect at his sole cost and expense, and the sureties under the Faithful Performance and Labor and Materials Bonds shall be liable to the CITY for the corrective work required.

4) **Litigation Expenses**. In the event that legal action is instituted by either party to this Agreement, and said action seeks damages for breach of this Agreement or seeks to specifically enforce the terms of this Agreement, and, in the event judgment is entered in said action, the prevailing party shall be entitled to recover its attorneys' fees and court costs. If CITY is the prevailing party, CITY shall also be entitled to recover its attorney's fees and costs in any action against DEVELOPER's surety on the bonds provided under paragraph 12.

5) DEVELOPER's obligations under this Section shall terminate with respect to any Liability with respect to the Neighborhood Park and Neighborhood Park Improvements after the CITY accepts the dedication of the Neighborhood Park, except as otherwise expressly stated in this Section.

17. Insurance Required. Prior to commencing construction of the Park Improvements hereof, DEVELOPER shall obtain or cause to be obtained and filed with the CITY, all insurance required under this paragraph, and such insurance shall have been approved by the Risk Manager of CITY, or his designee, as to form, amount and carrier. Prior to the commencement of work under this Agreement, DEVELOPER's general contractor shall obtain or cause to be obtained and filed with the Risk Manager, all insurance required under this paragraph, and such insurance shall have been approved by the Risk Manager of CITY, as to form, amount and carrier. DEVELOPER shall not allow any contractor or subcontractor to commence work on this contract or subcontract until all insurance required for DEVELOPER and DEVELOPER's general contractor shall have been so obtained and approved. Said insurance shall be maintained in full force and effect until the completion of work under this Agreement and the final acceptance thereof by CITY. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

A. **Minimum Scope of Insurance**. Coverage shall be at least as broad as:

1) Insurance Services Office form number GL 0002 (Ed. 1/73) covering commercial General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001.)

2) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.

3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

B. **Minimum Limits of Insurance**. DEVELOPER shall maintain limits no less than:

1) General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

3) Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.

C. **Deductibles and Self-Insurance Retentions**. Any deductibles or self-insured retentions must be declared to and approved by the CITY.

D. **Other Insurance Provisions**. The policies are to contain, or be endorsed to contain, the following provisions:

1) General Liability and Automobile Liability Coverages.

a) The CITY, its officers, agents, officials, employees and volunteers shall be named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the DEVELOPER pursuant to this Agreement; products and completed operations of the DEVELOPER; or premises owned, occupied or used by the DEVELOPER.

The coverage shall contain no special limitations on the scope of the protection afforded to the CITY, its officers, officials, employees, consultants or volunteers.

(b) The DEVELOPER's insurance coverage shall be primary insurance in respect to 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 DEVELOPER's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

(d) The DEVELOPER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers for losses arising from work performed by the DEVELOPER for the CITY.

3) All Coverages. DEVELOPER shall furnish the CITY with certificates of insurance completed by a duly authorized representative evidencing coverage required under Section 17 of this agreement. Such certificates shall be delivered to the CITY before any Work hereunder is commenced by DEVELOPER and annually thereafter on or before the policy effective dates of DEVELOPER's general liability insurance policy and shall provide that no coverage under the policy shall be terminated, canceled or materially modified unless and until at least thirty (30) days prior written notice has been given to the CITY. DEVELOPER shall inform the CITY in writing thirty (30) days prior to terminating or materially modifying coverage required in these requirements.

a) Acceptability of Insurers. Insurance is to be placed with insurers with a A.M. Bests' rating of no less than A:VII.

b) Verification of Coverage. DEVELOPER shall furnish CITY with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

c) Subcontractors. DEVELOPER and/or DEVELOPER's general contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

18. Assignment of Agreement. This Agreement shall not be assigned by OWNER or DEVELOPER without the written consent of CITY, which shall not be unreasonably withheld.

Pursuant to the Purchase and Sale Agreement and Joint Escrow Instructions dated as of June 24, 2022, as amended, OWNER, as nominee of DEVELOPER, acquired the Property. OWNER granted to DEVELOPER the option to purchase the Property in phases. Notwithstanding the foregoing, no consent of the CITY shall be required for OWNER's conveyance of the Neighborhood Park to DEVELOPER; provided that no release of liability shall occur until a duly executed written assignment and assumption of liability has been provided to CITY, in a form which is reasonably acceptable to CITY. Upon written notice to the CITY of any such conveyance, OWNER shall be released from any obligations and liability hereunder, provided that such assigned obligations are expressly assumed by DEVELOPER.

19. DEVELOPER Not an Agent. Neither DEVELOPER nor any of DEVELOPER's agents or contractors are or shall be considered to be agents of CITY in connection with the performance of DEVELOPER's obligations under this Agreement.

20. Abandonment of Work. If DEVELOPER refuses or fails to perform its obligations under this Agreement, and such default remains uncured for a period of thirty (30) days after notice thereof is given by the CITY (or such longer period as may be necessary to cure the default, provided that DEVELOPER commences the cure within the thirty (30) day period and diligently prosecutes the cure to completion), the CITY through its Public Works Director may serve written notice on DEVELOPER, OWNER and DEVELOPER's surety or holder of other security of DEVELOPER's breach of this Agreement, or of any portion, thereof, and default of DEVELOPER. In the event of any such notice of breach of this Agreement, DEVELOPER's surety shall have the duty to take over and complete the Improvements herein specified; provided, however, that the surety, within thirty (30) days after the serving upon it of such notice of breach, does not give CITY written notice of its intention to take over the performance of the contract, and does not commence performance thereof within thirty (30) days after notice to CITY of such election, CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of DEVELOPER and DEVELOPER's surety shall be liable to CITY for the lesser of (i) any damages incurred by CITY arising directly from DEVELOPER's abandonment of the work, or (ii) reasonable and documented excess costs occasioned by CITY thereby; and, in such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to DEVELOPER as may be on the site of the work and necessary therefore.

21. Notices. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to CITY shall be addressed as follows:

City Manager
City of Dublin
100 Civic Plaza
Dublin, California 94568

Notices required to be given to OWNER shall be addressed as follows:

KL LB BUY 2 LLC
c/o KL Servicers LLC
6900 E. Camelback Road, Suite 800
Scottsdale, AZ 85251
Attn.: Brieanne Nikrandt
Telephone No.: (212) 782-3546
Email: brieanne.nikrandt@klservicers.com

With a copy to: Cox, Castle & Nicholson, LLP
2029 Century Park East, Suite 2100
Los Angeles, CA 90067
Attn.: Erica A. Bose
Telephone No.: (310) 284-2225
Email: ebose@coxcastle.com

Notices required to be given to DEVELOPER shall be addressed as follows:

Landsea Homes of California, LLC
Attn: Tom Baine and David J. Mello, Jr.
7525 Irvine Center Dr., Suite 200
Irvine, CA 92618

With a copy to: Landsea Homes of California, LLC
Attn: Trevor Potter
7525 Irvine Center Dr., Suite 200
Irvine, CA 92618

And a copy to: Sheppard Mullin Richter & Hampton LLP
Attn: David Hymer and Jennifer Chavez
501 West Broadway, 19th Floor
San Diego, CA 92101

Any party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

22. Use of Improvements. At all times prior to the final acceptance of the work by CITY, the use of any or all Park Improvements within the work to be performed under this Agreement shall be at the sole and exclusive risk of DEVELOPER.

23. Safety Devices. DEVELOPER shall provide and maintain such reasonable and customary guards, watchmen, fences, barriers, regulatory signs, warning lights, and other safety devices adjacent to and on the Neighborhood Park as may be reasonably necessary to prevent accidents to the public and damage to the property. DEVELOPER shall furnish, place, and maintain such lights as DEVELOPER may be necessary for illuminating the said fences, barriers, signs, and other safety devices. At the end of all work to be performed under this Agreement, all

fences, barriers, regulatory signs, warning lights, and other safety devices (except such safety items as may be shown on the Construction Documents) shall be removed from site of the work by the DEVELOPER, and the entire site left clean and orderly.

24. Attorneys' Fees and Venue. In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees. Any action arising out of this Agreement shall be brought in Alameda County, California regardless of where else venue may lie.

25. Recitals. The foregoing Recitals are true and correct and are made a part hereof.

26. 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. This Agreement contains the entire understanding between the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect. No provision of this Agreement may be amended, waived, or added except by an instrument in writing signed by the parties hereto.

27. 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.

[Signatures on following page]

IN WITNESS WHEREOF, the CITY, OWNER and DEVELOPER have executed this Agreement, the day and year first above written.

CITY OF DUBLIN
a Municipal Corporation

Dated: _____

By: _____
Name: Colleen Tribby
Title: City Manager

ATTEST:

By: _____
Name: Marsha Moore, City Clerk

Approved as to form

By: _____
Name: City Attorney

OWNER:

KL LB BUY 2 LLC
a Delaware limited liability company

By: KL LB BUY 2 LLC
a Delaware limited liability company
its sole member

By: Signed by: Nathan Holt 37245A27E1E64EA... _____
Name: Nathan Holt
Title: Authorized Signatory

Dated: 6/6/2025

DEVELOPER:

Landsea Homes of California, LLC
a Delaware limited liability company

By: Signed by: 40F73BFC48D8497... _____
Name: Tom Baine
Title: Division President

Dated: 6/6/2025

EXHIBIT A

Legal Description of the Property

Real property in the City of Dublin, County of Alameda, State of California, described as follows:

Parcels 2, 3, and 4 of Parcel Map 9512, filed June 23, 2008 in Book 308, Pages 13 through 18, inclusive of Parcel Maps, Alameda County Records.

APN: 985-0051-006-00, 985-0052-24-00, and 985-0052-25-00

Agenda Item 5.6

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Agreements with Callander Associates Landscape Architecture, Inc., GATES + Associates, and SWA Group for On-Call Landscape Architect Services
Prepared by: Julius Pickney, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider approving agreements with Callander Associates Landscape Architecture, Inc., GATES + Associates, and SWA Group for on-call landscape architect services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving Agreements with Callander Associates Landscape Architecture, Inc., GATES + Associates, and SWA Group for On-Call Landscape Architect Services.

FINANCIAL IMPACT:

The proposed agreements include not-to-exceed compensation amounts of $1,000,000 for each consulting firm. The cost of these services will be charged to the Public Works Department, based on the work done and in accordance with the adopted annual operating budget, Capital Improvement Program project budgets, or developer deposit account.

DESCRIPTION:

The Public Works Department utilizes consultants 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. Consultants are solicited through open and competitive request for qualifications (RFQ) process or through public competitive bid processes. In March 2025, Staff issued an RFQ for on-call landscape architect services to find consultants that have the necessary background and expertise to provide these services.

Twenty-two submissions were received in response to the RFQ for on-call landscape architect services. After reviewing all qualifications, Staff recommends three firms, Callander Associates Landscape Architecture, Inc., GATES + Associates, and SWA Group, to provide on-call landscape architect services for a three-year term each with the proposed compensation limit of $1,000,000 each over the three-year term. The recommended firms have provided these services to Dublin in the past and have provided similar services to various municipalities around the Bay Area.

Staff also recommends that the other 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. The other firms that responded to the RFQ are: BFS, Carducci Associates, CMG, CSWST2, Dillingham Associates, Fletcher Studio, Groundworks Office, INTEGRA, MIG, NCE, Nuvis, Panoramic Design Group, PGAdesign, QUADRIGA, RHAA, RRM Design Group, Studio 1515, Verde Design, Inc., and Westwood.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving Agreements with Callander Associates Landscape Architecture, Inc., GATES + Associates, and SWA Group for On-Call Landscape Architect Services
2) Exhibit A to the Resolution – Consulting Services Agreements with Callander Associates Landscape Architecture, Inc., GATES + Associates, and SWA Group
3) Request for Qualifications – Landscape Architect Services
4) Statements of Qualifications – Landscape Architect Services

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AGREEMENTS WITH CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC., GATES + ASSOCIATES, AND SWA GROUP FOR ON-CALL LANDSCAPE ARCHITECT SERVICES

WHEREAS, on March 5, 2025, Staff issued a Request for Qualifications (RFQ) for On-Call Landscape Architect Services; and

WHEREAS, the City received twenty-two responses to the RFQ; and

WHEREAS, Staff reviewed and evaluated the statements of qualifications; and

WHEREAS, the City desires to enter into agreements with Callander Associates Landscape Architecture, Inc., GATES + Associates, and SWA Group, each for a not-to-exceed amount of $1,000,000 over a three-year term; and

WHEREAS, the City also wishes to enter into agreements at a later date, with the following firms which were deemed to be qualified as part of the RFQ solicitation process: BFS, Carducci Associates, CMG, CSWST2, Dillingham Associates, Fletcher Studio, Groundworks Office, INTEGRA, MIG, NCE, Nuvis, Panoramic Design Group, PGAdesign, QUADRIGA, RHAA, RRM Design Group, Studio 1515, Verde Design, Inc., and Westwood.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Agreements with Callander Associates Landscape Architecture, Inc., GATES + Associates, and SWA Group, attached hereto as **Exhibit A**.

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

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC. FOR ON-CALL LANDSCAPE ARCHITECT SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Callander Associates Landscape Architecture, Inc. (CALA) ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2025 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant 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, 2028, 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.

1.2 Standard of Performance. Consultant 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 Consultant is engaged.

1.3 Assignment of Personnel. Consultant 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, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant 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 Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $1,000,000, 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 regarding the amount of compensation between this Agreement and Consultant's proposal, 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 subcontractors 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 subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant 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; and
- A brief description of the work, and each reimbursable expense.

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant 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 Consultant 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 Consultant.

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 Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant 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 Consultant 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 Consultant 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.** Consultant 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 Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant 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, Consultant 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 Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, 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 Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant 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. Consultant 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 Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant 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. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant 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 Consultant. 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, Consultant 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 entity for all work performed by the Consultant, its employees, agents, and subcontractors.

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

a. Certificate of Liability 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. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 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 Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

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

d. For any claims related to this Agreement or the work hereunder, the Consultant'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 Consultant's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Consultant 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 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 3 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 All Policies Requirements.

4.4.1 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.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant 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 Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant 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 Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 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).

4.4.5 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.

4.4.6 **Subcontractors.** Consultant 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.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant 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 Consultant'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 Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected 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 Consultant's performance of the services called for 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.

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 Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant 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 Consultant 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 Consultant accepts or rejects the tender of defense, whichever occurs first.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant 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 Consultant only insofar as the results of Consultant'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 Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant 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 Consultant 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, Consultant 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 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant 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.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant 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.** Consultant represents and warrants to City that Consultant 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. Consultant represents and warrants to City that Consultant 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, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant 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 Consultant under this Agreement.

Consultant 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 Consultant.

Consultant 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, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant 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. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant 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 Consultant 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 Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant'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 Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant 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 Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not 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 Consultant pursuant to this Agreement;

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

8.6.4 Charge Consultant 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 Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant'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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant 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 Consultant 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 **Consultant's Books and Records.** Consultant 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 Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant 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 **<u>No Implied Waiver of Breach</u>.** 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 **<u>Successors and Assigns</u>.** 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 **<u>Use of Recycled Products</u>.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

Consultant 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.*

Consultant 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 Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant 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.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

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

10.9 **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.

10.10 **Notices.** Any written notice to Consultant shall be sent to:
Callander Associates Landscape Architecture, Inc.
2025 Gateway Place, Suite 285,
San Jose, CA 95110

Any written notice to City shall be sent to:

City of Dublin
Att: City Engineer
100 Civic Plaza
Dublin, CA 94568

10.11 **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 Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 **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.

10.13 **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 Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant 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

_____

Colleen Tribby, City Manager

Attest:

_____

Marsha Moore, City Clerk

Approved as to Form:

_____

City Attorney

CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC.

Signed by:
David Rubin
5F587118864D410...

_____

David Rubin, Chief Financial Officer / Principal

_____

Consultant's DIR Registration Number (if applicable)

EXHIBIT A

SCOPE OF SERVICES
COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Overview:

The City of Dublin adopted a Parks and Recreation Master Plan update in May of 2022. The Master Plan provides direction for addressing the long-term recreational needs of the City and its changing population through buildout of the City. The plan contains goals, long-term policies and standards to guide the City in the acquisition, development and management of park and recreation facilities.

The Parks and Recreation Master Plan includes standards for the following park and recreation facilities:

- Active Community Park
- Aquatic Facility
- Community Facilities
- Cultural Arts Center
- Downtown Plaza
- Natural Community Park
- Neighborhood Parks
- Neighborhood Square
- Regional Park/Open Space and Trails
- Senior Center

The City of Dublin anticipates growth that will continue to increase to an expected population of 79,726 at build-out. As the City nears build-out, future projects will tend to be more renovation focused and most new park projects will be located in the Eastern expansion area.

Project Description:

Below is a list of potential projects from the City of Dublin's Adopted Five-Year Capital Improvement Program 2024-2029. As yet, some of the future projects are unfunded and would be developed as funding becomes available. The proposed projects would each involve a community outreach process and entail the development of conceptual plans and construction documents.

- Alamo Creek Park and Assessment District - Fence Replacement
- Condition Assessment of Water Features
- Downtown Dublin Town Square Park
- Dublin Sports Grounds Rehabilitation
- Fallon Sports Park - Artificial Turf Field Replacement
- Green Stormwater Infrastructure
- Iron Horse Nature Park and Open Space
- Kolb Park Renovation
- Parks Playground Replacement
- Restrooms Replacement
- Sports Courts Resurfacing
- Sunday School Barn Improvements

Additionally, the selected firm will be available on an on-call basis for maintenance-related landscaping efforts, including but not limited to:

- Citywide tree replacement recommendations

- Landscape re-design at existing parks, facilities, and public right-of-way areas (medians and side strips)
- Irrigation system design, upgrades, and replacements
- Replacement of non-functional turf with sustainable alternatives
- Expertise and consultation on turf management best practices
- Green stormwater infrastructure redesign, maintenance, and replacement efforts
- Review development proposals and associated plans and specifications provided to the maintenance division, ensuring alignment with long-term maintenance feasibility and sustainability goals

Additionally, the selected firm will be available on an on-call basis to provide staff augmentation for the following services:

- Review a variety of land development, subdivision, and encroachment permit applications from initial planning application or entitlement through the issuance of a permit for construction or improvement plan and final map approval, construction, and final sign-off of improvements and warranty release.
- Review entitlement and construction drawings for conformance with City and State regulations, standards, and policies.

Considerations:

Firms are encouraged to provide additional details and/or value additions to the proposal scope of services to include in the proposal. Work to be undertaken as part of each project includes, but is not limited to:

- Review of the Parks and Recreation Master Plan, Streetscape Master Plan, Downtown Streetscape Master Plans, and other related planning documents.
- Evaluation of existing inventory of park and recreational facilities.
- Assessment and prioritization of recreational needs of the community.
- Site topographic survey.
- Preparation of opportunities and constraints map of the site.
- Preparation of preliminary design alternatives for the site.
- Preparation of master plan identifying recreational amenities planned for the site including the location and configuration of all site elements.
- Preparation of phasing plan for the park which identifies logical phases for development of the park and designates the park and recreational amenities which will be included in each phase.
- Preparation of a preliminary cost estimate for the proposed project.
- Preparation of public input processes.
- Meetings with stakeholders, Parks and Community Services Commission, and City Council.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

ON-CALL FEE SCHEDULE 2025-2028 LANDSCAPE ARCHITECTURE SERVICES

GENERAL: The following list of fees and reimbursable expense items shall be used in the provision of services described in the agreement. These amounts shall be adjusted in January, upon issuance of an updated Standard Schedule of Compensation:

POSITION	HOURLY RATE
Principal	$258 - $290
Senior Associate	$234 - $263
Associate	$223 - $250
Arborist/Construction Manager	$196 - $220
Senior Project Manager	$202 - $227
Project Manager 1	$193 - $217
Project Manager 2	$183 - $206
Job Captain	$169 - $190
Designer 1	$159 - $179
Designer 2	$144 - $162
Assistant Designer	$129 - $145
Accounting	$195 - $219
Senior Project Administrator	$148 - $167
Project Administrator	$132 - $148

Reimbursable Expenses Rates

Expenses Printing and reproductions, postage and delivery, mileage, travel expenses (hotel / food), testing and outside services, and other project related expenses	Cost + 15%
Communications and Insurance Surcharge	2.5% of total fees
Subconsultant Administration	10% of Subconsultant Costs

PAYMENTS: Payments are due within ten days after monthly billing. Callander Associates reserves the right to suspend services for non-payment if payment is not received within a period of 60 days after invoice date. Additionally invoices 60 days past due are subject to a 1.5% per month interest charge. Retainer amounts, if indicated, are due upon signing the agreement and shall be applied to the final invoice for the project.

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

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
GATES + ASSOCIATES
FOR
ON-CALL LANDSCAPE ARCHITECT SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Gates + Associates (GATES) ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2025 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant 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, 2028, 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.

1.2 Standard of Performance. Consultant 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 Consultant is engaged.

1.3 Assignment of Personnel. Consultant 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, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant 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 Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $1,000,000, 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 regarding the amount of compensation between this Agreement and Consultant's proposal, 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 subcontractors 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 subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant 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; and

- A brief description of the work, and each reimbursable expense.

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant 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 Consultant 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 Consultant.

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 Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant 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 Consultant 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 Consultant 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.** Consultant 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 Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant 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, Consultant 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 Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, 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 Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant 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. Consultant 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 Consultant's bid or proposal. Consultant shall

not allow any subcontractor to commence work on any subcontract until Consultant 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. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant 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 Consultant. 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, Consultant 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 entity for all work performed by the Consultant, its employees, agents, and subcontractors.

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

a. Certificate of Liability 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. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 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 Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

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

d. For any claims related to this Agreement or the work hereunder, the Consultant'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 Consultant's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Consultant 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 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 3 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 All Policies Requirements.

4.4.1 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.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant 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 Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant 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 Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 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).

4.4.5 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.

4.4.6 Subcontractors. Consultant 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.

4.5 Remedies. In addition to any other remedies City may have if Consultant 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 Consultant'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 Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected 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 Consultant's performance of the services called for 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.

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 Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant 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 Consultant 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 Consultant accepts or rejects the tender of defense, whichever occurs first.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant 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 Consultant only insofar as the results of Consultant'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 Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant 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 Consultant 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, Consultant 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 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant 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.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant 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.** Consultant represents and warrants to City that Consultant 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. Consultant represents and warrants to City that Consultant 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, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant 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 Consultant under this Agreement.

Consultant 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 Consultant.

Consultant 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, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant 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. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant 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 Consultant 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 Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant'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 Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant 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 Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not 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 Consultant pursuant to this Agreement;

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

8.6.4 Charge Consultant 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 Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant'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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant 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 Consultant 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 **Consultant's Books and Records.** Consultant 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 Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant 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 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

Consultant 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.*

Consultant 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 Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant 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.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

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

10.9 **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.

10.10 Notices. Any written notice to Consultant shall be sent to:
Gates + Associates
1655 N. Main Street
Walnut Creek, CA 94596

Any written notice to City shall be sent to:

City of Dublin
Att: City Engineer
100 Civic Plaza
Dublin, CA 94568

10.11 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 Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 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.

10.13 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 Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant 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

_____
Colleen Tribby, City Manager

Attest:

_____
Marsha Moore, City Clerk

Approved as to Form:

_____
City Attorney

GATES + ASSOCIATES

Signed by:
Casey Case
A246C47F4994454...
Casey Case, President

_____
Consultant's DIR Registration Number (if applicable)

EXHIBIT A

SCOPE OF SERVICES
COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Overview:

The City of Dublin adopted a Parks and Recreation Master Plan update in May of 2022. The Master Plan provides direction for addressing the long-term recreational needs of the City and its changing population through buildout of the City. The plan contains goals, long-term policies and standards to guide the City in the acquisition, development and management of park and recreation facilities.

The Parks and Recreation Master Plan includes standards for the following park and recreation facilities:

- Active Community Park
- Aquatic Facility
- Community Facilities
- Cultural Arts Center
- Downtown Plaza
- Natural Community Park
- Neighborhood Parks
- Neighborhood Square
- Regional Park/Open Space and Trails
- Senior Center

The City of Dublin anticipates growth that will continue to increase to an expected population of 79,726 at build-out. As the City nears build-out, future projects will tend to be more renovation focused and most new park projects will be located in the Eastern expansion area.

Project Description:

Below is a list of potential projects from the City of Dublin's Adopted Five-Year Capital Improvement Program 2024-2029. As yet, some of the future projects are unfunded and would be developed as funding becomes available. The proposed projects would each involve a community outreach process and entail the development of conceptual plans and construction documents.

- Alamo Creek Park and Assessment District - Fence Replacement
- Condition Assessment of Water Features
- Downtown Dublin Town Square Park
- Dublin Sports Grounds Rehabilitation
- Fallon Sports Park - Artificial Turf Field Replacement
- Green Stormwater Infrastructure
- Iron Horse Nature Park and Open Space
- Kolb Park Renovation
- Parks Playground Replacement
- Restrooms Replacement
- Sports Courts Resurfacing
- Sunday School Barn Improvements

Additionally, the selected firm will be available on an on-call basis for maintenance-related landscaping efforts, including but not limited to:

- Citywide tree replacement recommendations

- Landscape re-design at existing parks, facilities, and public right-of-way areas (medians and side strips)
- Irrigation system design, upgrades, and replacements
- Replacement of non-functional turf with sustainable alternatives
- Expertise and consultation on turf management best practices
- Green stormwater infrastructure redesign, maintenance, and replacement efforts
- Review development proposals and associated plans and specifications provided to the maintenance division, ensuring alignment with long-term maintenance feasibility and sustainability goals

Additionally, the selected firm will be available on an on-call basis to provide staff augmentation for the following services:

- Review a variety of land development, subdivision, and encroachment permit applications from initial planning application or entitlement through the issuance of a permit for construction or improvement plan and final map approval, construction, and final sign-off of improvements and warranty release.
- Review entitlement and construction drawings for conformance with City and State regulations, standards, and policies.

Considerations:

Firms are encouraged to provide additional details and/or value additions to the proposal scope of services to include in the proposal. Work to be undertaken as part of each project includes, but is not limited to:

- Review of the Parks and Recreation Master Plan, Streetscape Master Plan, Downtown Streetscape Master Plans, and other related planning documents.
- Evaluation of existing inventory of park and recreational facilities.
- Assessment and prioritization of recreational needs of the community.
- Site topographic survey.
- Preparation of opportunities and constraints map of the site.
- Preparation of preliminary design alternatives for the site.
- Preparation of master plan identifying recreational amenities planned for the site including the location and configuration of all site elements.
- Preparation of phasing plan for the park which identifies logical phases for development of the park and designates the park and recreational amenities which will be included in each phase.
- Preparation of a preliminary cost estimate for the proposed project.
- Preparation of public input processes.
- Meetings with stakeholders, Parks and Community Services Commission, and City Council.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Rate Schedule: Effective through December 2025

POSITION	HOURLY RATE
Partner	$235 - $250
Principal	$220 - $235
Associate Principal	$205 - $220
Senior Associate	$185 - $205
Job Captain	$165 - $185
Irrigation Designer	$200 - $210
Community Outreach Facilitator	$185 - $205
Production	$155 - $175

Expenses (Reimbursables):

A. Consultants at approximately the same rates indicated above or on consultant fee schedules.
B. Other direct expenses at cost which may include:
    1. Printing and reproduction costs.
    2. Mileage and travel costs.
    3. Miscellaneous

Hourly rates may be adjusted annually and shall apply for any services rendered after that date. These adjustments are not limited to the rate per hour ranges listed above, and will not affect the total amount of compensation for services.

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

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
SWA GROUP
FOR
ON-CALL LANDSCAPE ARCHITECT SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and SWA Group ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2025 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant 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, 2028, 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.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner Consistent with the professional skill and care ordinarily provided by members of the subject profession practicing in the same or similar locality under the same or similar circumstances.

1.3 Assignment of Personnel. Consultant 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, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant 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 Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $1,000,000, 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 regarding the amount of compensation between this Agreement and Consultant's proposal, 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 subcontractors 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 subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant 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; and

- A brief description of the work, and each reimbursable expense.

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant 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 Consultant 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 Consultant.

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 Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant 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 Consultant 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 Consultant 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.** Consultant 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 Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant 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, Consultant 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 Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, 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 Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance as specified herein, and that such insurance is in effect prior to beginning work. Consultant 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 Consultant's bid or proposal. Consultant shall not

allow any subcontractor to commence work on any subcontract until Consultant 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. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant 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 Consultant. 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, Consultant 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 entity for all work performed by the Consultant, its employees, agents, and subcontractors.

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

a. Certificate of Liability 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. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for vehicles used in performance of 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 Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

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

d. For any claims related to this Agreement or the work hereunder, the Consultant'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 Consultant's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Consultant 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 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 3 years after completion of work under this Agreement.

4.3.3 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 All Policies Requirements.

4.4.1 **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.

4.4.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements specified herein. 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 Consultant beginning work, it shall not waive the Consultant's obligation to provide them.

4.4.3 **Deductibles and Self-Insured Retentions.** Consultant 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 Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses

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

4.4.5 **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.

4.4.6 **Subcontractors.** Consultant 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.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant 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 Consultant'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 Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected 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 Consultant's performance of the services called for 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.

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 Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant 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 Consultant 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 Consultant accepts or rejects the tender of defense, whichever occurs first.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant 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 Consultant only insofar as the results of Consultant'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 Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant 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 Consultant 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, Consultant 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 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant 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.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant 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.** Consultant represents and warrants to City that Consultant 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. Consultant represents and warrants to City that Consultant 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, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant 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 Consultant under this Agreement.

Consultant 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 Consultant.

Consultant 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, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant 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. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant 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 Consultant 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 Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant'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 Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant 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 Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not 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 Consultant pursuant to this Agreement;

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

8.6.4 Charge Consultant 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 Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant'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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall, contingent on the payment of all Consultant's undisputed fees, be the property of the City. Consultant 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 Consultant 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 **Consultant's Books and Records.** Consultant 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 Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant 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 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

Consultant 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.*

Consultant 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 Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant 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.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

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

10.9 **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.

10.10 **Notices.** Any written notice to Consultant shall be sent to:

SWA San Francisco
Attn: René Bihan

530 Bush Street, 6th Floor
San Francisco, CA 94108

Any written notice to City shall be sent to:

City of Dublin
Attn: City Engineer
100 Civic Plaza
Dublin, CA 94568

10.11 **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 Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.12 **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.

10.13 **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 Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant 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

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

SWA GROUP

DocuSigned by:

14DEAA97FCC34FE...

René Bihan, FASLA, Managing Principal, SWA

Consultant's DIR Registration Number (if applicable)

EXHIBIT A

SCOPE OF SERVICES

Overview:

The City of Dublin adopted a Parks and Recreation Master Plan update in May of 2022. The Master Plan provides direction for addressing the long-term recreational needs of the City and its changing population through buildout of the City. The plan contains goals, long-term policies and standards to guide the City in the acquisition, development and management of park and recreation facilities.

The Parks and Recreation Master Plan includes standards for the following park and recreation facilities:

- Active Community Park
- Aquatic Facility
- Community Facilities
- Cultural Arts Center
- Downtown Plaza
- Natural Community Park
- Neighborhood Parks
- Neighborhood Square
- Regional Park/Open Space and Trails
- Senior Center

The City of Dublin anticipates growth that will continue to increase to an expected population of 79,726 at build-out. As the City nears build-out, future projects will tend to be more renovation focused and most new park projects will be located in the Eastern expansion area.

Project Description:

Below is a list of potential projects from the City of Dublin's Adopted Five-Year Capital Improvement Program 2024-2029. As yet, some of the future projects are unfunded and would be developed as funding becomes available. The proposed projects would each involve a community outreach process and entail the development of conceptual plans and construction documents.

- Alamo Creek Park and Assessment District - Fence Replacement
- Condition Assessment of Water Features
- Downtown Dublin Town Square Park
- Dublin Sports Grounds Rehabilitation
- Fallon Sports Park - Artificial Turf Field Replacement
- Green Stormwater Infrastructure
- Iron Horse Nature Park and Open Space
- Kolb Park Renovation
- Parks Playground Replacement
- Restrooms Replacement
- Sports Courts Resurfacing
- Sunday School Barn Improvements

Additionally, the selected firm will be available on an on-call basis for maintenance-related landscaping efforts, including but not limited to:

- Citywide tree replacement recommendations
- Landscape re-design at existing parks, facilities, and public right-of-way areas (medians and side strips)

- Irrigation system design, upgrades, and replacements
- Replacement of non-functional turf with sustainable alternatives
- Expertise and consultation on turf management best practices
- Green stormwater infrastructure redesign, maintenance, and replacement efforts
- Review development proposals and associated plans and specifications provided to the maintenance division, ensuring alignment with long-term maintenance feasibility and sustainability goals

Additionally, the selected firm will be available on an on-call basis to provide staff augmentation for the following services:

- Review a variety of land development, subdivision, and encroachment permit applications from initial planning application or entitlement through the issuance of a permit for construction or improvement plan and final map approval, construction, and final sign-off of improvements and warranty release.
- Review entitlement and construction drawings for conformance with City and State regulations, standards, and policies.

Considerations:

Firms are encouraged to provide additional details and/or value additions to the proposal scope of services to include in the proposal. Work to be undertaken as part of each project includes, but is not limited to:

- Review of the Parks and Recreation Master Plan, Streetscape Master Plan, Downtown Streetscape Master Plans, and other related planning documents.
- Evaluation of existing inventory of park and recreational facilities.
- Assessment and prioritization of recreational needs of the community.
- Site topographic survey.
- Preparation of opportunities and constraints map of the site.
- Preparation of preliminary design alternatives for the site.
- Preparation of master plan identifying recreational amenities planned for the site including the location and configuration of all site elements.
- Preparation of phasing plan for the park which identifies logical phases for development of the park and designates the park and recreational amenities which will be included in each phase.
- Preparation of a preliminary cost estimate for the proposed project.
- Preparation of public input processes.
- Meetings with stakeholders, Parks and Community Services Commission, and City Council.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

FIRM	Team Member &/OR Staff Classification	Billing Rate
SWA - Prime/LA	Rene Bihan, Managing Principal	$341
SWA	Travis Theobald, Associate Principal	$216
SWA	Sofia Mingo, Job Captain	$138
SWA	Phi Diep, Staff Designer	$113
BKF - Civil/Survey	Principal in Charge (Project Management)	$317
BKF	Project Manager | Technical Manager (PM)	$273
BKF	Engineering Manager | Surveying Manager | Planning Manager (PM)	$251
BKF	Senior Project Engineer | Senior Project Surveyor | Senior Project Planner (Technical)	$233
BKF	Design Engineer | Staff Surveyor | Staff Planner (Technical)	$179
BKF	Drafter I, II, III, IV (Technical)	$133 - $175
Clearstory - Signage/Wayfinding	Principal	$235
Clearstory	Justin Lawrence, Project Manager	$200
HLB - Lighting	Brandon Thrasher, Senior Principal	$365
HLB	Andrew Moore, Associate Director	$285
Peoples Associates (PASE) - Structural	Dave Lo, Principal	$265
PASE	Drew Kimball, Project Lead and Project Manager	$225
PASE	Project Manager 1	$195
PASE	Senior Project Engineer 3	$215
Russ Mitchell (RMA) - Irrigation	Chris Mitchell, Principal	$200
RMA	Project Manager	$175
RMA	Design Assistant	$150
Vektor Engineering (Electrical)	Electrical Engineer	$235
Vektor	Electrical Designer	$207

Vektor	BIM Technician	$180
Vektor	Project Coordinator	$138

This is a limited view for reference only and by no means includes all potential disciplines. All staffing will be determined on a project-by-project basis.

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

LANDSCAPE ARCHITECTS

City of Dublin

Statement of Qualifications (SOQ) must be received by: Friday, March 28, 2025, at 4:00 p.m.

Julius Pickney, Management Analyst II
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.

DUBLIN

Request for Qualification
For
Landscape Architects

Overview

The City of Dublin adopted a Parks and Recreation Master Plan update in May of 2022. The Master Plan provides direction for addressing the long-term recreational needs of the City and its changing population through buildout of the City. The plan contains goals, long-term policies and standards to guide the City in the acquisition, development and management of park and recreation facilities.

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- Preparation of a preliminary cost estimate for the proposed project.
- Preparation of public input processes.
- Meetings with stakeholders, Parks and Community Services Commission, and City Council.

Process and General Conditions

1. Proposers shall submit one electronic copy to:

   Julius Pickney
   Management Analyst II
   100 Civic Plaza
   Dublin, CA 94568
   julius.pickney@dublin.ca.gov

Electronic copies shall be submitted by e-mailed PDF or an e-mailed link to a ShareFile or FTP site. Hardcopies will not be accepted.

2. Deadline for submitting the Statement of Qualifications is **Friday, March 28, 2025**, at 4:00 p.m. via e-mail only to Julius Pickney at julius.pickney@dublin.ca.gov. Late submissions will not be accepted.

3. The City will not pay for any costs incurred in preparation and submission of the Statement of Qualifications 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 10 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

Wednesday, March 5	Request for Qualifications posted to City website.
Friday, March 14	Deadline to submit questions to City of Dublin by 4:00 p.m. via e-mail ONLY to Julius Pickney at julius.pickney@dublin.ca.gov
Wednesday, March 19	Addendum posted, if required
Friday, March 28	SOQs are due no later than 4:00 PM on March 28 to Julius Pickney at julius.pickney@dublin.ca.gov ONLY. **Late submittals will not be accepted.**
Friday, April 4	Interview firms (optional)
Tuesday, April 15	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 Qualification 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 Qualification. Please note however that the RFQ submittal is limited to **10 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 SOQs 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 consulting 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 as the first page of the submission 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. Provide a Conflict of Interest statement, as identified below.

5. Present proposed project budget, to include a compensation rate schedule for services. All rates may be increased annually, per the City's fiscal year (July 1 – June 30) and may not exceed 3%, and shall be tied to the CPI for Urban Wage Earners and Clerical Workers (CPI-W) for San Francisco-Oakland-Hayward, CA.

6. Firms shall indicate which services are proposed to be subcontracted out. Firms must request approval for all future changes to work assignments.

7. When e-mailing a PDF submission, due to file size, you may provide a link to sample project documents, including plan sets, technical provisions, and cost estimates for public agency projects other than Dublin.

8. Provide confirmation of your firm's ability to meet the City's Standard Consulting Agreement and insurance requirements. Exceptions to the Agreement and insurance requirements shall be specifically noted in the SOQ.

Please provide an electronic copy of your Statement of Qualification to the City offices **no later than Friday, March 28, 2025, by 4:00 p.m.** The entire SOQ (excluding resumes) should be a maximum of 10 pages.

City of Dublin, Public Works Department
Attention: Julius Pickney, Management Analyst II
City of Dublin
100 Civic Plaza
Dublin, California 94568
julius.pickney@dublin.ca.gov

SOQs received after the due date/time will NOT be accepted and will not be accepted for consideration.

Standard Consulting 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 **July 1, 2025**.

A sample of the City's Standard Consulting 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 Qualifications. Otherwise, the interested firm is to state in the Qualification that the Agreement and insurance requirements are acceptable.

Consideration for exceptions will not be considered if not included in the submitted Qualification.

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	$1,000,000
Automobile Liability Insurance	$1,000,000
Professional Liability Insurance	$2,000,000
Workers' Compensation Insurance	$1,000,000

References

Contractor must include three (3) references for which the company has provided services similar to those described in this RFQ. Reference information shall include: Name, Address, Contact, Title, Phone Number, and Term of the Contract.

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 the Statement of Qualifications 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 an SOQ.

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 Statement of Qualifications prior to execution of the Agreement, with no penalty to the City.

Selection of Consultant

Submitted SOQs will be evaluated and scored using the following criteria:

- Qualifications and specific experience of key project team members.
- Quality and completeness of the Qualification.
- Experience with engagement of similar scope and complexity.
- Satisfaction of previous clients.
- Cost of providing the consultant services for this project.

Attachment A

Standard Consulting Services Agreement

Attachment to RFP Removed for June 17, 2025 Council Meeting.

CALA

Statement of Qualifications for

ON-CALL LANDSCAPE ARCHITECTURAL SERVICES

submitted to

City of Dublin

March 28, 2025

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RATE SCHEDULE

COVER LETTER

Thank you for the opportunity to submit our Qualifications for the on-call for landscape architectural services. We highly value our relationship with the City of Dublin, which has spanned nearly twenty years, during which we've worked together to greatly enhance the City's outdoor environments, landscapes, and aesthetics. Collaborating with the community and City staff has been a rewarding experience, allowing us to bring impactful projects to life. As the City reaches full build-out, we recognize that future projects will primarily focus on renovations, while new park developments will be concentrated in the Eastern Expansion area. The ability to deliver requires unique capacities such as:

Project Management & Execution:

- Committed to delivering projects on time and within budget, ensuring efficiency throughout.
- Dedicated to providing accurate and up-to-date cost estimates across the project life-cycle.
- Proven track record of prompt responsiveness and availability to meet evolving needs.

Design & Technical Expertise:

- Expertise in generating creative and innovative design solutions that are both functional and meaningful to the community.
- Sensitivity to the impacts of design choices on long-term maintenance and operations.
- In-depth knowledge of Dublin's processes, requirements, and regulations.
- Our team is supported by technically equipped staff with specialties particularly geared toward public park projects including certified playground inspectors (CPSI), ReScape certified staff, Crime Prevention through Environmental Design (CPTED) professionals, certified Landscape Irrigation Auditor and SITES accredited professionals for WELO compliance, and certified Arborist.

Leadership & Collaboration:

- Extensive experience in leading and executing neighborhood and community outreach initiatives.
- Exceptional coordination and communication skills to ensure smooth project execution.
- Responsive full time construction administrator who is an integral part of our documentation QA/QC protocol.

Regulatory Compliance & Quality Control:

- Familiarity with regulatory requirements and certifications, including SWPPP, stormwater management, and AB 1881 compliance.
- Comprehensive approach to quality control, ensuring top-tier standards throughout the project.

With a proven track record delivering numerous successful City projects, CALA is fully prepared to execute this on-call contract. By providing truly comprehensive services, working in a proactive manner and going the extra mile, our goal is to function as an extension of City staff, freeing you to focus on broader issues while we attend to the details. It's getting these little things right that assures you outstanding facilities in the final outcome. It with great enthusiasm that we submit our qualifications to you for consideration and hope that we can continue to realize projects for the citizens of Dublin.

Sincerely,

Dave Rubin, ASLA, QSD/P
Chief Financial Officer // Principal
408.275.0565 // drubin@callanderassociates.com

QUALIFICATIONS & EXPERIENCE

Since 1973, **Callander Associates Landscape Architecture (CALA)** has centered our practice on public works projects. Over 80% of our projects are in the public realm, so working within the framework of public agency processes and addressing public agency issues shapes much of our firm culture. CALA has helped our clients create vital outdoor spaces for the betterment of communities throughout Northern California, including well over 50 completed projects within Alameda County.

OFFICE LOCATION WHERE WORK WILL BE PERFORMED

2025 Gateway Place, Suite 285, San Jose, CA 95110 // 408.275.0565

POINT OF CONTACT

David Rubin, Principal // drubin@callanderassociates.com

IN HOUSE CAPABILITIES

With four offices and over 20 landscape architects, our culture is centered around hiring and fostering staff that love to design public spaces. We encourage staff to obtain additional education to help supplement our needs and to support their continued growth. The following is a brief list of our in-house capabilities:

- In-house full time Construction Manager
- Certified Arborist
- Certified irrigation auditor
- QSP and QSD Certified Professionals
- Certified Playground Safety Auditors
- LEED & SITES Accredited Professionals
- Certified ReScape Designers
- CPTED Certified Professionals
- Bilingual Staff (Chinese, Punjabi, Vietnamese)

SERVICES

- Feasibility Studies & Site Conditions Analysis
- Master Planning & Design Development
- City/County Wide Park Assessments
- Programming
- Plan Checking & Constructability Reviews
- Alternatives Analysis
- Public, Community & Stakeholder Outreach
- Outreach Marketing Campaigns & Materials
- Irrigation Systems Review & Designs
- Visual Simulations & Graphics
- Turf Recommendations
- PS&Es
- CPTED/Safety Plans
- Multi-Department/Multi-Agency Coordination
- Arborist Reports & Services
- Construction & Bidding Assistance

SITE ANALYSIS & ASSESSMENT

CALA brings a comprehensive approach to evaluating existing park and recreational facilities, offering a detailed analysis of their current state to understand both strengths and areas for improvement. Our team is skilled at assessing and helping you prioritize the improvements to be made with limited funding available.

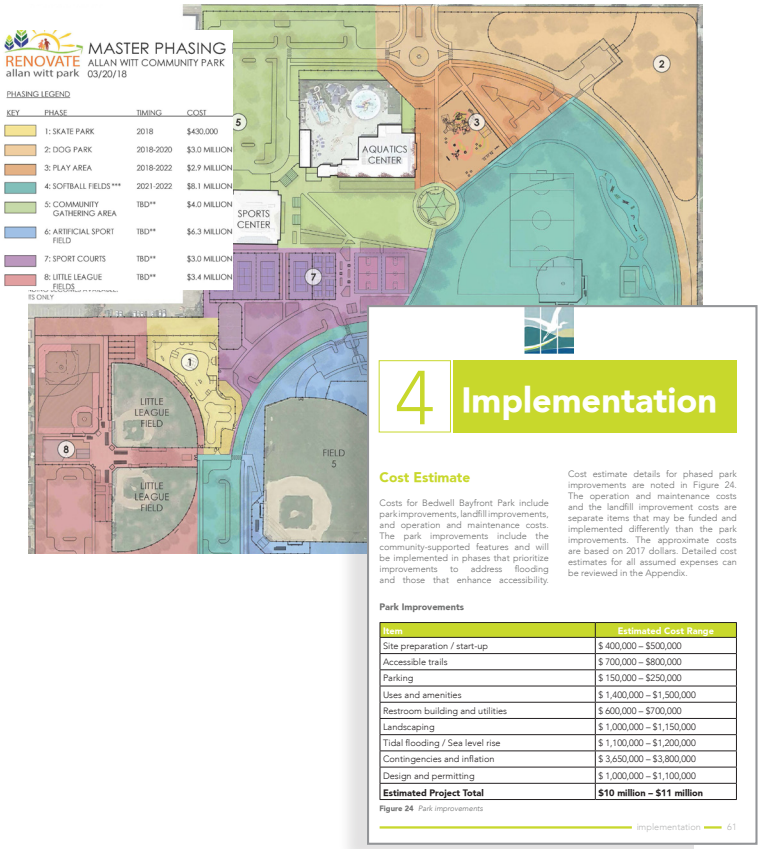
To further inform our design process, we prepare opportunities and constraints maps that identify the potential challenges and opportunities specific to each site. This data-driven approach allows us to develop preliminary design alternatives, offering multiple possibilities to stakeholders and ensuring that the best solution is selected based on both aesthetics and functionality.

NAPA PARKS ASSESSMENT: CALA assessed 55 sites and nearly 880 acres of parkland to provide the City of Napa with a comprehensive parks evaluation. This helped the City better understand current park conditions and future needs, enabling more strategic budgeting and investment. The CALA team evaluated park amenities and entered data into the City's GIS database, which was used to generate park scores based on condition of social equity. This report offers a detailed view of the park system to help manage both current and future needs.

PLANNING & DESIGN

Our expertise in master planning is fundamental in creating spaces that are not only visually appealing but also highly functional and easily maintainable. We specialize in the preparation of master plans, which detail the recreational amenities planned for each site, including the careful placement and configuration of site elements such as pathways, seating areas, playgrounds, sports fields, courts and open spaces. These plans are comprehensive, with the goal of creating spaces that enhance community well-being.

As part of our design process, we also develop phasing plans to ensure the logical and cost-effective development of park spaces over time, as funding becomes available. These phased approaches break down the park development into manageable stages, each with clearly defined goals, and identify the specific park and recreational amenities included in each phase.



Additionally, we provide accurate preliminary cost estimates for the proposed projects to give clients a clear understanding of financial requirements and constraints.

COMMUNITY ENGAGEMENT & STAKEHOLDER INVOLVEMENT

A cornerstone of our approach is community engagement, ensuring that the voices of residents and other stakeholders are heard throughout the planning and design process. We carefully prepare public input processes, facilitating meaningful dialogue with community members and gathering feedback that directly informs the design of parks and recreational spaces.

Our team is experienced in conducting meetings with key stakeholders, including the Parks and Community Services Commission, City Councils, and other local stakeholder organizations. These meetings ensure that all interested parties are kept informed and involved, fostering a collaborative approach to design that aligns with the community's vision and long-term goals.

SUSTAINABILITY & GREEN INFRASTRUCTURE

Sustainability is at the core of our landscape architecture expertise. With an in-house arborist at our disposal, we can provide City-wide tree replacement recommendations that help improve the urban canopy while considering the needs of the environment and the community. Our team is also skilled in landscape redesign at existing parks, public facilities, and right-of-way areas, such as medians and sidewalk strips, bringing new life and functionality to underutilized spaces.

We are committed to sustainability in every aspect of our work, including the replacement of non-functional turf with sustainable alternatives, reducing water consumption and maintenance needs while enhancing the ecological value of the site.

Our knowledge extends to green stormwater infrastructure. We work to integrate natural systems that capture and manage stormwater in an easily maintained landscape, benefiting the environment and improving water quality while enhancing the design and aesthetic of public spaces.

After CALA's arborist review, dead trees identified for removal were repurposed and creatively incorporated throughout the park, enhancing the overall design and sustainability of the space.

IRRIGATION DESIGN

Our team has extensive experience in irrigation system design, upgrades, and replacements. Whether retrofitting outdated systems or designing new ones, we focus on sustainability and efficiency, ensuring that landscapes receive the appropriate amount of water while minimizing waste.

DEVELOPMENT REVIEW

Our team is adept at providing plan check services for our clients. We review construction drawings to confirm consistency with the approved concept, ensure alignment with the City's long-term maintenance feasibility and sustainability goals. Our organized approach to compiling comments makes it easier for City staff to understand and backcheck that the applicant has addressed all the plan comments.

SACRAMENTO DEPARTMENT OF UTILITIES DEMONSTRATION GARDEN

PETE'S HARBOR

H.A.R.D. SPORTS COURT RENOVATIONS

LABYRINTH PARK

PASSATEMPO PARK

KING PARK

STOJANOVICH FAMILY PARK

TEAM

TEAM ORGANIZATION

The strength of a team is built upon the unique skills and expertise of each member. CALA brings together a highly experienced team of professionals, each with a strong passion for enhancing the public sphere through innovative design. With a proven track record in successfully delivering a wide range of projects, our team members have been carefully selected for their expertise and ability to provide exceptional service for your projects.

PRIMARY CALA STAFF

PRINCIPAL IN CHARGE
DAVE RUBIN, PLA, ASLA, QSD/P

EDUCATION
Masters Landscape Architecture, Kansas State University

CERTIFICATIONS/REGISTRATIONS
California Landscape Architect #5329

- City of Dublin On-Call Services since 2020
- Passatempo Park, Dublin
- Shannon Park Water Play, Dublin
- Wallis Ranch, Dublin
- Mape Memorial Park Pathway Relocation, Dublin
- Irrigation System Retrofit, Paso Robles
- City of Tracy Plan Checking Services
- Pleasanton City-wide Turf Reduction
- 20+ projects for Hayward Area Recreation District On-Call Services

PROJECT MANAGER
MELINDA WANG, PLA, RESCAPE

EDUCATION
BS in Landscape Architecture, UC Davis

CERTIFICATIONS/REGISTRATIONS
California Landscape Architect #6653

- Wallis Ranch Park, Dublin
- Mape Memorial Park Pathway Relocation, Dublin
- Metro Tango Park, Milpitas
- Mission & Mattox Interim Activation, Hayward
- Corn Palace Park, Sunnyvale
- Sunnyvale Tennis Courts Reconstruction
- City of San Jose Park Design Guidelines

IN-HOUSE SUPPORT STAFF

ARBORIST/ CONSTRUCTION ADMIN/ IRRIGATION AUDITOR
Shawn Sanfilippo,ISA, CLIA

SUSTAINABILITY EXPERT
Kelly Kong, PLA, CPSI SITES AP

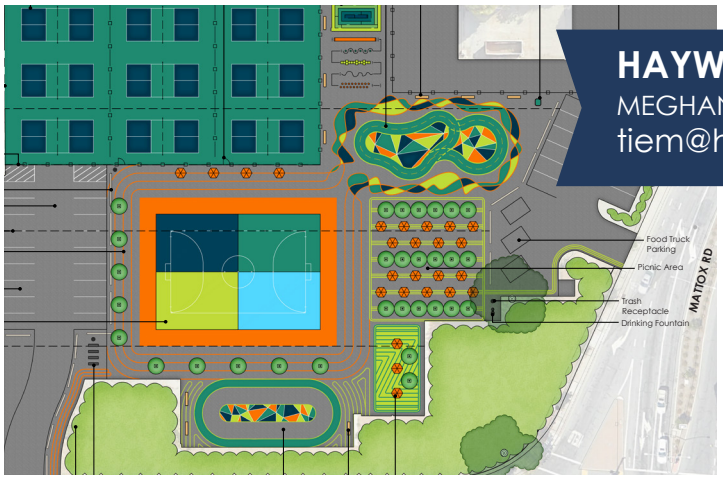
DESIGNER
Brian Neshek

ALTERNATE PROJECT MANAGER
Nate Ritchie, PLA

ALTERNATE PRINCIPAL
Brian Fletcher, PLA, ASLA

Seventeen other design, specialists, and administrative professionals throughout our offices are available as needed to meet project requirements.

REFERENCES / SAMPLE PROJECT LINKS



HAYWARD AREA RECREATION DISTRICT

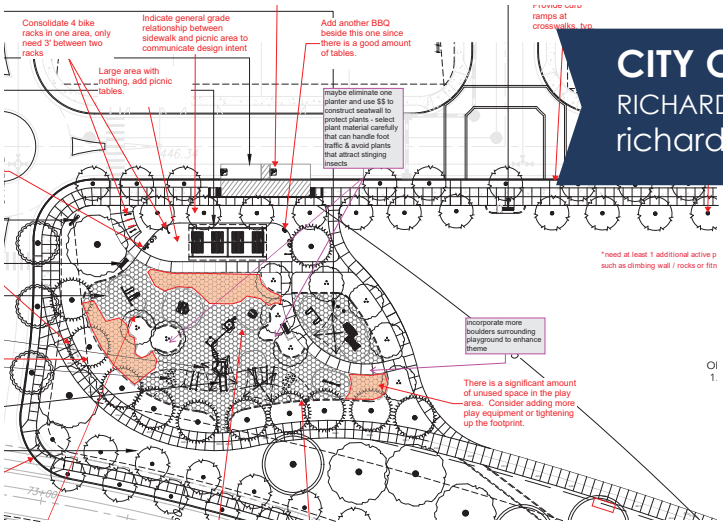
MEGHAN TIERNAN // 510.881.6712
tiem@haywardrec.org

SERVICES PROVIDED

Preliminary Design
Programming
PS&ES
Bidding and Construction Assistance

MISSION & MATTOX // CURRENT

The Hayward Area Recreation and Parks District (H.A.R.D.) purchased a property that it plans to develop into a recreational facility as part of a long-range plan. A future park master plan will ultimately guide the development of the parcel, and the schedule and funding for the future facility has not been determined yet. In the meantime, the District wanted to activate the site with interim improvements as soon as possible and selected CALA to develop a conceptual design and cost estimate. The interim improvements include pickleball courts, a roller skating rink, a futsal practice court, a picnic area, a food truck area, and flexible use space.



CITY OF TRACY

RICHARD JOAQUIN//209.831.6235
richard.joaquin@cityoftracy.org

SERVICES PROVIDED

Plan Reviews

TRACY PLAN CHECKING // CURRENT

Since 2023, CALA has been working with the City of Tracy providing plan checking services for various landscape improvement plans in compliance with the City of Tracy's standards. Services include reviewing the plans for completeness, identifying deficiencies, and ensuring alignment with conditions of approval, verifying that construction documents match the approved conceptual plan, reviewing details like tree layout, plant density, and street infrastructure, providing redlines, memorandums, and engaging with City staff to finalize comments.

After the first set of plan checks are completed, we then confirm the completeness of resubmitted plans, ensuring previous comments are addressed. If no major changes are expected, we prepare a final approval package with a Letter of Recommendation and submit it to the City for processing.

CITY OF MOUNTAIN VIEW

MARICHRISSE HOANG// 650.903.6991
marichrisse.hoang@mountainview.gov

SERVICES PROVIDED

Preliminary Design
Public Outreach
PS&Es
Bidding & Construction Assistance
WELO Documentation
Permit Assistance

FAYETTE PARK // COMPLETED 2023

Fayette Park is a 0.5-acre neighborhood site dedicated for park use by the owners of the 400 San Antonio Road mixed-use development (the Dean Apartments). The park is located within the San Antonio Change Area, one of three change areas identified in the City's 2030 General Plan where housing growth is focused. Change areas offer housing opportunities near jobs, services, and public transportation, so the mini park provides an opportunity for respite within a rapidly growing neighborhood. CALA provided schematic design, design development, construction document preparation, bidding, and construction administration services for this project.

CITY OF DUBLIN

ROSEMARY ALEX// 925.833.6646
rosemary.alex@dublin.ca.gov

SERVICES PROVIDED

Master Planning
Public Outreach
Design Development
PS&Es
Bidding & Construction Assistance
WELO Documentation
ReScape Certification

WALLIS RANCH PARK// CURRENT

Wallis Ranch Community Park is a new 8.85-acre park adjacent to Tassajara Creek that provides a range of recreational amenities including a dog park, lighted tennis, pickleball, and basketball courts, play areas, fitness stations, picnic areas, open turf area, restrooms, multi-stream waste bins, and on-site parking with EV charging. Pavement is constructed with low-carbon concrete and recycled aggregate base. In addition, the landscaping includes many drought-tolerant and native plant species and incorporates permaculture principles and dry wells to harvest rainwater.

CONFLICT OF INTEREST STATEMENT/ ABILITY TO MEET CONTRACT REQUIREMENTS

CONFLICT OF INTEREST

CALA has no direct or potential conflicts of interest.

CONTRACT & INSURANCE REQUIREMENTS

CALA meets and/or exceeds the insurance requirements listed in the sample agreement.

CALA requests the removal of the terms "Defend" and "Assume Defense" from the Indemnification Clause to ensure the project remains insurable, as the obligation to "defend" is not required under CA Civil Code 2782.8. Instead, the clause would state that the consultant will "indemnify and hold harmless" without any reference to defense obligations, except for the last sentence, which specifies that if the consultant is found negligent by a court or arbitration, they will only be responsible for reimbursing reasonable defense costs, limited to their proportionate percentage of fault.

Year completed	PARKS & RECREATION PROJECTS	CLIENT	Park Planning & Design	Community & Stakeholder Outreach	PS&Es	Bidding & Construction Administration	Multiple Subconsultants	Multiple Agency Coordination	Neighborhood Park	Community Park	Park Renovation	Infrastructure Upgrades	Phased Project to Maximize Funding	Under 10 Acres	Under 20 Acres	20+ Acres	Trails & Connections	All Inclusive Play	Adjacent/Bordering School	Open Space	Dog Park	Skate Park/Pump Track	Athletic Facilities	Sports Courts	Multi-Use Fields	Group Shelter/Picnic Areas	Estimate / Construction costs
Current	Mt Eden Park Renovation	H.A.R.D		X			X			X	X	X															$3,457,480
Current	Monta Loma Park Improvements	City of Mountain View		X					X		X	X															estimate in progress
Current	Orinda Pickleball Courts & Dog Park	City of Orinda				X					X				X						X			X			estimate in progress
Current	Cardinal Oaks Park	Carmichael Rec & Park	X	X	X	X	X	X	X		X																$2,000,000
Current	KT52 Park	City of Roseville	X	X						X			X														$4,000,000
Current	Grantline 208/Arista Del Sol Park	Cordova Rec & Park District	X	X	X	X	X	X		X			X		X			X	X	X	X		X	X	X	X	$9,300,000
Current	Dr. Martin Luther King Jr Park	City of Modesto	X	X	X	X	X	X		X	X	X			X		X			X			X	X	X	X	$13,293,640
Current	Columbus Park Renovation	City of Stockton	X		X	X	X	X	X		X	X		X										X		X	$2,700,000
Current	McKinely Park & Pool Renovation	City of Stockton	X		X	X	X	X		X	X	X				X		X		X			X	X	X	X	$11,347,400
Current	Jimenez Park Phase III	City of Lincoln	X		X	X	X			X			X		X								X		X	X	$2,500,000
Current	Brentford Circle Park	City of Lincoln	X	X	X	X	X		X			X		X				X	X	X				X	X	X	$5,000,000
Current	Allan Witt Park Renovation (5 phases)	City of Fairfield	X	X	X	X	X	X		X	X	X				X	X	X			X	X	X	X	X	X	$24,000,000
Current	North Texas Recreation Facility (Linear Park Node 4A)	City of Fairfield	X	X	X	X	X	X		X					X		X	X					X	X	X	X	$15,139,000
Current	Pistachio Park	City of Roseville	X							X			X			X	X	X	X	X		X	X	X	X	X	$22,000,000
Current	Village Park Renovation	Fair Oaks Rec & Park District	X	X	X	X	X	X		X	X	X		X												X	$21,700,000
Current	Palisades Park Sports Courts	City of Pismo Beach	X						X		X			X										X			$1,500,000
Current	Oakley Community Regional Park	City of Oakley	X	X			X		X			X				X	X	X							X	X	$128,662,920
Current	Enrico Cinquini Park	City of Oakley	X			X								X													$7,685,630
Current	East Hillsdale Park Improvements	City of San Mateo	X	X		X	X			X	x	X		X													$1,914,710
Current	Wallis Ranch Community Park	City of Dublin	X	X		X	X		X					X			X				X						$7,700,000
Current	Willow Oaks Park	City of Menlo Park	X	X	X	X	X		X		X		X	X			X		X		X						$3,800,000
Current	Burgess Park Renovation	City of Menlo Park	X	X	X	X		X		X	X	X		X									X	X	X	X	$1,000,000
Current	Evelyn Mini Park	City of Mountain View	x	X		X	X							X													$1,360,000
Current	Monta Loma Park Improvements	City of Mountain View	X	X						X		X			x												$481,000
Current	MLK Park Santa Rosa	City of Santa Rosa	X	X	X	X	X		X		X	X		X			X						X		X		$5,400,000
Current	Chumash and Palisades Park Playground Renovations	City of Pismo Beach	X		X		X		X		X			X													$1,150,000
Current	Corn Palace Park	City of Sunnyvale	X				X							X													$4,859,370
Current	ARPA Park Rehab	City of Milpitas	X		X	X	X	X	X		X	X		X					X								$2,300,000
Current	Mission & Mattox Interim Activation	H.A.R.D	X		X	X								X										X		X	$1,498,610
Current	The Alameda Park	City of San Jose	X		X	X	X		X					X													$1,400,000
Current	Penitencia Creek Dog Park	City of San Jose	X		X	X				X	X			X							X						$700,000
Current	Lions Wayside Delucchi Park	City of Pleasanton	X		X		X			X	X			X													$1,841,210
Current	Ranch Village 8	Cordova Rec & Park District	X		X	X		X	X						X									X		X	$1,646,675
Current	Unity Park	City of Elk Grove	X		X				X					X										X		X	$3,591,770
Current	Equinoa Park Renovation	City of Stockton	X		X	X		X		X	X	X		X									X				$3,738,000
2024	Centennial Way Extension	City of South S.F.	X	X	X	X	X	X		X		X	X	X			X		X	X		X		X		X	$4,505,417
2023	Royer Park Playground Renovation	City of Roseville	X	X	X	X	X	X		X	X			X			X										$658,979
2023	Rosemont Park	Cordova Rec & Park District			X	X				X	X		X		X			X					X	X		X	$700,000
2023	Orange Memorial Park MP	City of South S.F.	X	X						X						X											$113,290,530
2023	Jack Slaven Park Phase 2	City of Woodland	X		X	X		X	X		X	X	X	X			X		X		X	X			X	X	$636,865
2023	Rick Gonzales Sr Park Phase 2	City of Woodland	X		X	X	X	X	X			X	X	X					X				X	X	X		$3,284,729
2023	Springlake Park Phase 2	City of Woodland	X		X	X	X	X	X			X	X	X			X						X	X	X	X	$3,018,393
2023	Fayette Park (San Antonio Mini Park)	City of Mountain View	X	X		X	X							X													$1,412,729
2023	Wilson Park Community Garden	City of Cupertino	X	X	X	X			X		X			X													$280,000
2023	Saratoga Creek Dog Park	City of San Jose	X		X	X	X		X		X			X							X						$726,000
2022	Davis Sports Courts Rehabilitation	City of Davis			X	X				X	X		X		X				X					X			$1,517,127

FEE SCHEDULE

CALA

ON-CALL FEE SCHEDULE 2025 - 2028
LANDSCAPE ARCHITECTURE SERVICES

GENERAL
The following list of fees and reimbursable expense items shall be used in the provision of services described in the agreement. These amounts shall be adjusted in January, upon issuance of an updated Standard Schedule of Compensation:

Hourly Rates

Principal	$258	-	$290	/hour
Senior Associate	$234	-	$263	/hour
Associate	$223	-	$250	/hour
Arborist/Construction Manager	$196	-	$220	/hour
Senior Project Manager	$202	-	$227	/hour
Project Manager 1	$193	-	$217	/hour
Project Manager 2	$183	-	$206	/hour
Job Captain	$169	-	$190	/hour
Designer 1	$159	-	$179	/hour
Designer 2	$144	-	$162	/hour
Assistant Designer	$129	-	$145	/hour
Accounting	$195	-	$219	/hour
Senior Project Administrator	$148	-	$167	/hour
Project Administrator	$132	-	$148	/hour

Reimbursable Expenses Rates

Expenses *printing and reproductions, postage and delivery, mileage, travel expenses (hotel / food), testing and outside services, and other project related expenses*	cost + 15%
Communications and Insurance Surcharge	2.5% of total fees
Subconsultant Administration	10% of Subconsultant Costs

PAYMENTS
Payments are due within ten days after monthly billing. Callander Associates reserves the right to suspend services for non-payment if payment is not received within a period of 60 days after invoice date. Additionally invoices 60 days past due are subject to a 1.5% per month interest charge. Retainer amounts, if indicated, are due upon signing the agreement and shall be applied to the final invoice for the project.

APPENDIX : SUBCONSULTANTS

TEAMWORK

What we don't have in-house we can provide through subconsultants. Because we routinely work as a prime consultant we have extensive experience in contracting for outside services and would recommend several parks and recreation specialized subconsultants that have successfully served us on other similar projects. Our relationships with many of these consultants go back more than 25 years. Those kinds of relationships pay dividends, particularly on projects with challenging schedules where the responsiveness of the subconsultant is all important to the project's success. Common services for which we bring in subconsultants include:

- Civil Engineering/Survey
- Structural Engineering
- Geotechnical Engineering
- Electrical Engineering
- Architecture
- Environmental

Depending on the specifics of the project, we will collaborate with the City to select the most appropriate subconsultant. For parks and recreation projects, we have established strong relationships with the following subconsultants, and would be happy to recommend them:

BEN|EN

BENNETT ENGINEERING: Certified DBE & SBE

Bennett Engineering Services + Y&C Transportation Consultants (Bennett+Y&C) has provided enduring and award-winning civil engineering services to cities, counties, special districts, universities, private companies, and other professionals since 1995. Bennett+Y&C takes pride in finding innovative and cost-effective engineering solutions for parks and recreation, transportation, water, wastewater, drainage, site improvement, and other important infrastructure projects. What sets the firm apart is its ability to partner with clients early in project development and retain that partnership through construction.

Bennett+Y&C is a California Disadvantaged Business Enterprise (DBE #43459) and certified Small Business Enterprise (SBE #52302) with 41 employees, including 19 licensed professional engineers. Office locations include Sacramento, Fremont, and Milpitas, with their headquarters in Roseville, California. The team has provided on-call civil engineering services to CALA since 2015.

Billing Classifications	Rate Class	Charge Rate
ENGINEER		
	10	$281
	9	$268
	8	$255
	7	$243
	6	$230
	5	$217
	4	$204
	3	$192
	2	$179
	1	$166

Billing Classifications	Rate Class	Charge Rate
DESIGNER/TECH		
	7	$188
	6	$173
	5	$157
	4	$142
	3	$127
	2	$111
	1	$96
PROJECT ADMINISTRATOR		
	3	$120
	2	$95
	1	$79

- Direct expenses (including, but not limited to, mileage, reproduction, postage, online assessor mapping fees, etc.) and subconsultant costs will be billed at cost plus fifteen percent (15%) for administration, coordination, and handling.
- Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) will be charged at a 50% premium. Work mandated by Prevailing Wage laws will be charged accordingly.
- Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.
- Classifications may be added or removed as-needed without notice.
- Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.
- Rates are subject to change annually effective July 1, 2024

ELECTRICAL ENGINEERING

AURUM CONSULTING ENGINEERS

AURUM CONSULTING

Aurum Consulting Engineers, offers statewide electrical and low voltage systems design services from conception to the completion of construction. As an electrical engineering design firm incorporated in 1998, Aurum has successfully completed well over 6,000 projects and has a clear understanding what it takes for the construction process to move along smoothly. Our added value consists of integrating the design process with all trades involved, while adapting to the client's requirements and focusing on a value conscious design. Our comprehensive electrical system design capabilities include design of lighting and power distribution, fire alarm and life safety, and data/communications systems.

RATE SCHEDULE

Engineering Director	$ 230.00/hr.	Electrical Designer	$189.00/hr.
Senior Project Manager	$ 206.00/hr.	CADD Manager/ Drafter	$ 147.00/hr.
Project Manager	$ 199.00/hr.	Drafter	$126.00/hr.

STRUCTURAL ENGINEERING

RW CONSULTING Engineers Inc

RW CONSULTING

RW Consulting Engineers, Inc. is a structural engineering firm located in West Sacramento. The three primary principals have over 65 years of combined experience in the design of custom residential, commercial, healthcare, public school, and parks and recreational facilities. The firm experience encompasses not only the traditional materials such as wood, steel, concrete and masonry, but light-gage steel, structural insulated panels, log homes, and development of modular prefabricated systems. This broad experience allows RW to provide the innovative, cost-effective solutions needed.

RATE SCHEDULE

Principal Engineer	$180 per hour
Project Engineer	$150 per hour
Drafter	$125 per hour

BSK ASSOCIATES

BSK ASSOCIATES: Certified SBE-PW

Founded in 1966 in Fresno, BSK Associates (BSK) is a 100 percent employee-owned, California-grown firm with a 35+ year presence in the Bay Area. BSK provides geotechnical and environmental engineering, construction observation, materials testing, special inspection, and analytical chemistry laboratory services.

Nearly 75 percent of their Bay Area project support is for public agencies. As a firm and locally, BSK holds numerous on-call contracts with public agencies and with that, has a tremendous amount of experience with both structures and park types of projects of which a landscape architect may prime. For example, some of their Bay Area team's most recent park and recreation facility projects include Pacifica Beach Park (City of Pacifica), The Wave aquatic center (City of Dublin), Oakley Recreation Center (City of Oakley), Via Toledo Park (Hayward Area Recreation and Park District; site located in San Lorenzo), Bernal Community Park Phases I and II (City of Pleasanton), Siempre Verde Park (City of San Leandro), Clover Park (City of Dublin), Sandalwood Park (City of Milpitas), Imagine Playground at Dublin Sports Grounds (City of Dublin), Fallon Sports Park Phase 3 Improvements (City of Dublin), and the Heritage Park and Museums (City of Dublin).

PERSONNEL RATE SCHEDULE *(Materials Lab Testing Rates can be provided later)*

PERSONNEL RATES

PROFESSIONAL STAFF		
Principal	$	270.00
Senior Professional	$	239.00
Project Professional II	$	225.00
Project Professional I	$	190.00
Staff Professional II	$	170.00
Staff Professional I	$	150.00
Seismic GIS	$	210.00
GIS Specialist	$	150.00
Information Specialist II	$	170.00
Information Specialist I	$	150.00
CAD	$	110.00
Project Administrator	$	105.00

REIMBURSABLES		
Mileage (Portal to Portal)	$	1.00
Per Diem (as required)	$	221.00
Bridge Toll	Cost + 15%	
Parking Fees	Cost + 15%	
Subconsultant Services	Cost + 15%	
Project Administration Fees	7% of Invoice	
DIR Administration Fees	3% of Invoice	
Project Setup (Project)	$	551.00

ANALYSIS SOFTWARE USAGE FEES		
gINT (Project)	$	65.00
LPile (Project)	$	65.00
APile (Project)	$	65.00
SHAFT (Project)	$	65.00
GROUP (Project)	$	127.00
Cliq (Project)	$	65.00
LiquefyPro (Project)	$	65.00
LiqIT (Project)	$	56.00
NovoLIQ (Project)	$	65.00
Slide (Project)	$	127.00
Settle3D (Project)	$	127.00
ArcGIS (Project)	$	65.00
EZ-FRISK (Per Project Site / Site Class)	$	607.00

TECHNICAL STAFF (North Prevailing Wage)		
Group 1 - Special inspector	$	160.00
Group 2 - Special Inspector	$	154.00
Group 3 - Engineering Technician	$	140.00
Group 4 - Technician	$	125.00
Ground Penetrating Radar Scanning Technician	$	299.00
Core Drilling Technician	$	230.00
Floor Flatness Testing Technician	$	200.00
Sample Pickup / Transportation / Delivery	$	114.00
Laboratory Technician	$	125.00
Administrative Assistant / Clerical	$	95.00
Litigation support	1.5x standard rate	

BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES	
Field Work from 0 to 4 hours	Bill 4 hours
Field Work from 4 to 8 hours	Bill 8 hours
Field Work over 8 hours / Saturdays	Bill time and a half
Sundays, holidays and over 12 hours	Bill double time
Second/Special/Multi-Shift	Base Rate x 12.5%
Show-up time (no work performed)	Bill 2 hours
Sampling or cylinder pickup, minimum charge	Bill 2 hours

EQUIPMENT		
Nuclear Gauge (Day)	$	70.00
Ultrasonic Weld Equipment (Day)	$	70.00
Torque Wrench (Day)	$	70.00
Proof Load Equipment (Day)	$	70.00
Rebar Locator / Pachometer	$	128.00
Hand Auger (Day)	$	256.00
Water Meter (Day)	$	65.00
Drilling Kit - Paint, stakes and lath - (Project)	$	34.00
Drilling Supplies - Reuse of tubes/caps (Project)	$	320.00
Manometer (Day)	$	247.00
Double Ring Infiltrometer (Day)	$	638.00

DIR/PREVAILING WAGE ADMINISTRATION FEES (MONTHLY)		
Certified Payroll / DIR Upload	$	315.00
Non-Performance Certified Payroll / DIR Upload	$	105.00
Subcontractor Managemnet / Compliance Forms	$	105.00
Additional LCP Tracker or Other Compliance Software	$	210.00
Additional Special Forms, as required	$	158.00

ENVIRONMENTAL

LSA

LSA has provided multi-disciplinary land use planning, environmental planning, and regulatory permit services since 1976. LSA's environmental analysts and planners are active in all aspects of community development, land use planning, and public involvement. As technical specialists, they provide expertise in biological resources, wetland permitting, cultural resources, water quality, transportation, air quality, global climate change, and noise. Their team of certified and registered professionals provides in-house technical support covering the majority of services necessary to prepare and peer review environmental documents and supporting technical documentation. LSA's professional staff brings extensive scientific knowledge, an understanding of environmental regulations, solid problem-solving skills, and well-rounded solutions to meet the needs of diverse clients.

Technical Areas of Expertise:

CEQA/NEPA
Biological Resources
Air Quality, Greenhouse Gas Emissions, and Energy
Noise Regulatory Permitting
Mitigation Monitoring and Reporting
Construction Monitoring
Regulations and Requirements
Cultural and Paleontological Resources
Historic Resources
Hydrology and Water Quality
Hazards/Hazardous Materials Analysis
Community Planning
Sustainability Planning
Transportation/Mobility
Project Management

RATE SCHEDULE

Job Classification						Hourly Rate Range[1,2]
Environmental Planning	**Transportation**	**Air/Noise**	**Cultural/ Paleontological Resources**	**Biology**	**GIS**	
Principal	Principal	Principal	Principal	Principal	Principal	$245–$315
Associate	Associate	Associate	Associate	Associate	Associate	$170–$260
Senior Planner	Senior Transportation Planner/Engineer	Senior Air Quality/ Noise Specialist/ Noise Engineer	Senior Archaeologist/ Architectural Historian/ Paleontologist	Senior Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/Arborist	Senior GIS Specialist	$110–$240
Planner	Transportation Planner/Engineer	Air Quality/ Noise Specialist/ Noise Engineer/ Climate Change Specialist	Archaeologist/ Architectural Historian/ Paleontologist	Biologist/Botanist/ Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/Arborist	GIS Specialist	$110–$165
Assistant Planner	Assistant Transportation Planner/Engineer	Air Quality/ Noise Analyst	Field Archaeologist/ Paleontologist	Assistant Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/Arborist	Assistant GIS Specialist	$95–$175
Office Services						
Marketing						$0–$185
Office Assistant						$110–$145
Project Accountant						$110–$135
Document Management/Technical Editing/Graphics						$115–$160

1 The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at $400 per hour regardless of job classifications.

2 Hourly rates are subject to review at least annually, on or about December 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

ARCHITECTURAL

GROUP 4 ARCHITECTURE: Certified SBE & WBE

Group 4 Architecture, Research + Planning, Inc., is a full-service architecture firm of talented professionals inspired to create places for communities to gather, imagine, and grow. Since our incorporation in 1976, our inspired and talented staff has provided quality services to public clients and the cities, counties, and districts they serve. Our distinctly inclusive design process engages diverse public, staff, and stakeholder groups in shaping the future of their communities. Exceeding our clients' expectations for facilities that create and communicate a vision for their communities is a key reason behind the success of our projects. More than half of our business is from repeat clients and we have successfully worked on hundreds of projects for many cities, counties, and public agencies across the country.

Group 4 is a certified small business and a majority woman-owned California corporation, with satellite offices in San Diego, Lexington, KY, Seattle, WA, and Philadelphia, PA. Our 35-person staff (30 local in South San Francisco) includes planners, architects, interior designers, and technical and construction support specialists. We are active in professional organizations such as the American Institute of Architects and the California Parks and Recreation Society. Most of our professional staff are LEED accredited, and we are signatory to AIA's 2030 Commitment.

RATE SCHEDULE

PROJECT MANAGER:	$210
PROJECT DESIGNER:	$200
ARCHITECT 1:	$175

APPENDIX : CALA ON-CALL EXPERIENCE

CLIENT BASE

CALA serves as the prime consultant on the majority of projects undertaken by our firm. In this role, we have had the privilege of assisting with parks and recreation projects for numerous municipalities across Northern California through on-call contracts. We take pride in becoming an extension of your team throughout the entire process, ensuring seamless collaboration and success. Below is a brief list of clients we've had the pleasure of working with over the years:

CITY OF ELK GROVE

CITY OF DUBLIN

CITY OF SAN BRUNO

CITY OF PLEASANTON

HAYWARD AREA REC DISTRICT

TOWN OF DANVILLE

CITY OF SAN JOSE

CITY OF CAMPBELL

CITY OF SOUTH SAN FRANCISCO

CITY OF ROSEVILLE

CITY OF WOODLAND

CITY OF SACRAMENTO

APPENDIX : CALA KEY STAFF RESUMES

DAVE RUBIN, PLA, ASLA, QSD

Dave has been an integral part of CALA since 2004, growing into one of the firm's most valuable resources and achieving the role of Principal in 2022. His unwavering dedication to each project, combined with exceptional management and communication skills, has made a lasting impact on his on-call clients. With extensive experience in developing meaningful design alternatives and synthesizing input from subconsultants, Dave excels in guiding project decision-making. As our sports field and turf replacement expert, Dave has led numerous projects that require specialized knowledge in turf management and athletic field design. His technical expertise is complemented by strong interpersonal skills, allowing him to effectively facilitate public meetings. Dave's patient and collaborative approach fosters understanding and cooperation among all project stakeholders.

EDUCATION

Master of Landscape Architecture, Kansas State University

B.S. in Finance, Santa Clara University

CERTIFICATIONS/REGISTRATIONS

CA Landscape Architect #5329

Qualified SWPPP Developer (QSD) #01120

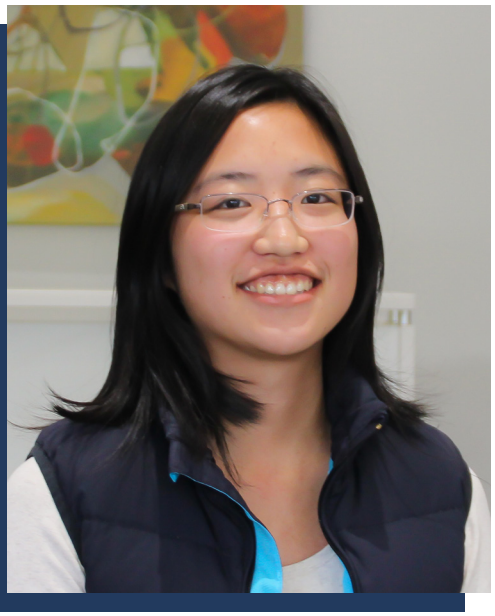
ORGANIZATIONS

Member, American Sports Builders Association (ASBA)

Member, American Society of Landscape Architecture (ASLA)

Similar Project Experience:

- City of Dublin On-Call Services since 2020
- Passatempo Park, Dublin
- Shannon Park Water Play, Dublin
- Wallis Ranch, Dublin
- Mape Memorial Park Pathway Relocation, Dublin
- Irrigation System Retrofit, Paso Robles
- City of Tracy Plan Checking Services
- Pleasanton City-wide Turf Reduction
- Heritage Park, Mountain View
- Athletic Field Feasibility Study, Mountain View
- Stojanovich Family Park, Campbell
- Osage Station Park & Picnic Area Renovation, Danville
- Las Palmas Playground, Sunnyvale
- Mission Hills Driving Range Renovation, Hayward
- Sycamore Valley Park Turf Replacement, Danville
- Diablo Vista Synthetic Turf Replacement, Danville
- Creekside Sports Park, Los Gatos
- Kelly Park, Menlo Park
- Hawes Park, Redwood City
- Lower Highlands Field, San Carlos
- Sports & Tennis Court Re-Surfacing, Cupertino
- Oliver Sports Park Turf Replacement, Hayward
- Campbell Park Playground Renovation, Campbell
- King Park, San Mateo
- Ramac Park Turf Conversion, San Jose
- Marlin Park Pickleball Study, Redwood City
- Wallis Ranch Community Park, Dublin
- Crestview Park, San Carlos
- Pleasanton Tennis Courts Rehabilitation, Pleasanton
- Fitness Courts at 3 Parks, Hayward



MELINDA WANG, PLA, RQP

Since joining CALA, Melinda has brought a detail-oriented and thoughtful approach to every project she's worked on. With a deep passion for landscape architecture and sustainability, she practices what she advocates, biking to work, using reusable containers, and volunteering with environmentally focused groups. Melinda has a strong interest in projects that address food systems, mental health, and marginalized communities, and she actively leads community outreach efforts, ensuring equitable and inclusive engagement throughout the design process. Her strong project management skills and dedication make her an invaluable asset to our clients, ensuring projects are delivered on time, within budget, and with the highest quality. Outside of work, you can find her running in her neighborhood or training in the redwoods. Melinda is also Rescape certified.

EDUCATION
BS Landscape Architecture, UC Davis

CERTIFICATIONS/REGISTRATIONS
CA Landscape Architect #6653
ReScape Certified

ORGANIZATIONS
Member, American Society of Landscape Architecture (ASLA)

Similar Project Experience:

- Wallis Ranch Community Park, Dublin
- Mape Memorial Park Pathway Relocation, Dublin
- Basketball Courts Renovation (Weekes Park), Hayward
- Mission & Mattox Interim Activation, Hayward
- Hayward & Ashland Resilient Surfacing Replacement Projects
- Tennis Courts Renovations at Weekes Park, Hayward
- Greenridge Park, Hayward
- McClellan Ranch Community Garden, Cupertino
- Canyon Middle School Recreational Fields, Castro Valley Unified School District
- ESUHSD Ballfield Guidelines & Improvements, East Side Union High School District
- Lincoln Glen Park All Inclusive Playground, San Jose
- Frenchman's Creek Park, Half Moon Bay
- Plaza del Sol, Sunnyvale
- Fayette Park, Mountain View
- Metro Tango Park, Milpitas
- Corn Palace Park, Sunnyvale
- Sunnyvale Tennis Courts Reconstruction
- City of San Jose Park Design Guidelines

GATES
+ASSOCIATES

On-Call Landscape Architects

City of Dublin

March 28, 2025

1655 N. Main Street
Walnut Creek, CA 94596
(925) 360-8411
casey@dgates.com

Julius Pickney, Management Analyst II
100 Civic Plaza
City of Dublin, CA 94568

ON-CALL LANDSCAPE ARCHITECTS

City of Dublin

STATEMENT OF QUALIFICATIONS
Gates + Associates

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March 28, 2025

Julius Pickney, Management Analyst II
City of Dublin
100 Civic Plaza
Dublin, CA 94568

RE: On-Call Landscape Architecture Consulting Services

Dear Julius,

Gates + Associates (GATES) appreciates the opportunity to submit our qualifications to serve as On-Call Landscape Architects for the City of Dublin. We always enjoy collaborating with your staff and are proud of our joint efforts for bringing Imagine Playground and Butterfly Knoll Park to life; and replacement of the Alamo Creek fencing. We would love to continue our working relationship with the City to continue to offer dynamic and lasting public spaces for community benefit.

Grounded by our mission to ***"get people outside,"*** Gates + Associates has had the pleasure of working with numerous cities on a variety of municipal projects throughout the past 46 years, from park renovations and citywide master plans to streetscape improvements and community recreation centers. We are a 30-person **corporation** with a sole office location in Walnut Creek, California, where all work will be performed locally. Our team is committed to creating memorable, yet functional spaces that meet each client's unique needs and priorities, all while carefully weighing the construction and maintenance costs inherent in design decisions. Our in-house staff is flexible, responsive and dynamic, and is equipped to work on a wide range of projects.

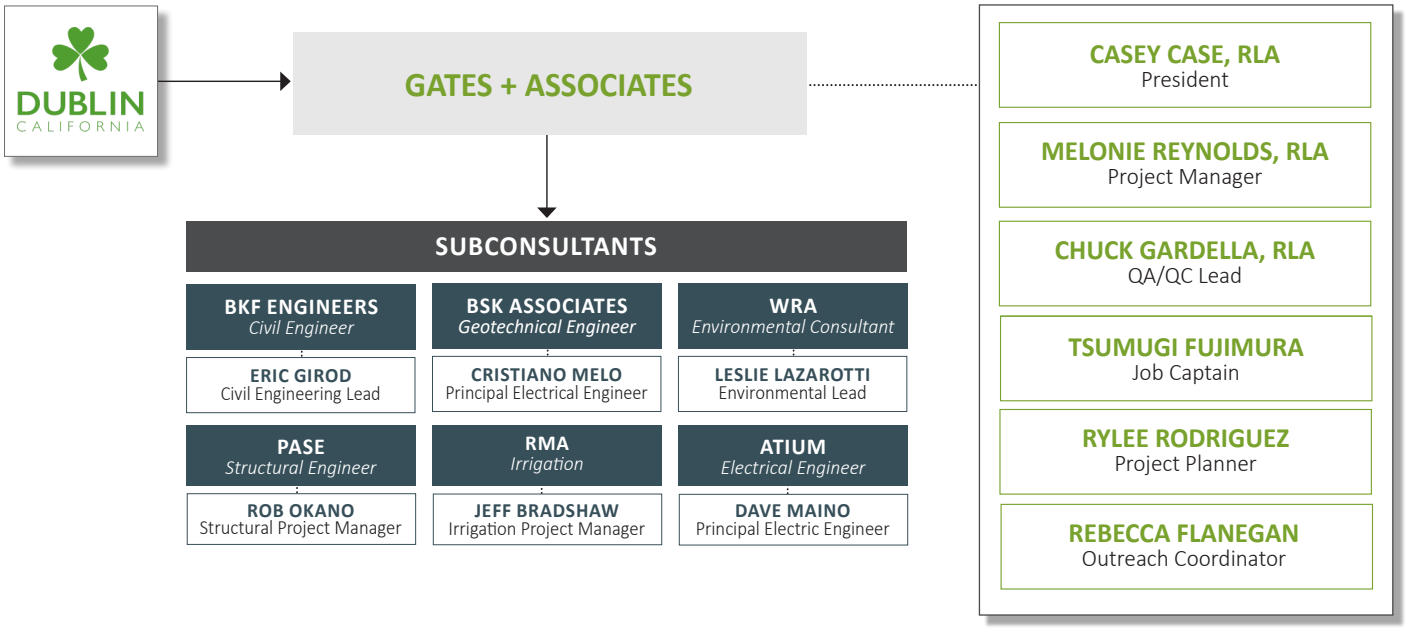
The proposed team in this SOQ includes key members of our firm, who bring a formidable combination of practical experience and a penchant for creating innovative yet reality-based designs customized according to the community's priorities, City goals, and existing environmental conditions. We are proud to also include trusted subconsultant partners with whom we've held a longstanding positive working relationship throughout the past decade and beyond. As an on-call consultant, Gates + Associates will utilize a breadth of resources to respond quickly and efficiently to requests for services. With our diverse and experienced staff, we offer technical expertise, practical knowledge of cost and maintenance implications of design decisions, an understanding of how public spaces are used, and an ability to respond to the changing needs of the jurisdictions we serve.

Gates + Associates agrees that we have confirmed receipt of Addendum #1 issued on March 19, 2025. GATES also accepts the City Standard Consulting Services Agreement as is and can meet the insurance requirements. A more detailed description of our approach and team is provided in this statement of qualifications. I, Casey Case, am the primary representative for purposes of this RFQ and am authorized to negotiate a contract with the City of Dublin. Should you have any questions, please feel free to contact me at **925.360.8411**, or at **casey@dgates.com**.

Sincerely,

Casey Case, President
casey@dgates.com

FIRM QUALIFICATIONS



PROJECT TEAM

CASEY CASE will serve as **President**, providing strategic oversight to the project team to ensure alignment with the City's vision, goals, and practical needs. She is a visionary and collaborative landscape architect with a varied project portfolio that spans park renovations, park & recreation master planning, streetscape design, and urban design. Casey's expertise includes public speaking, project management, graphic renderings, project concept, design development, cost estimating, and construction document production. **MELONIE REYNOLDS** will serve as **Project Manager** and will be the main point of contact for this project. She brings 20 years of experience and is passionate about partnering with a wide range of clients to make their visions a reality while remaining within budget and schedule. **CHUCK GARDELLA** will serve as **QA/QC Lead.** He brings a meticulous attention to detail and deep bench of lessons learned to each project, which is informed by his 27 years of public and private sector experience and portfolio of award-winning parks, gathering spaces, and public infrastructure. **TSUMUGI FUJIMURA** will serve as **Job Captain.** By integrating user needs and aesthetic principals, she strives to consistently deliver projects that strike a balance between functionality, sustainability, and visual appeal. **RYLEE RODRIGUEZ** will serve as **Project Planner.** With a background in urban planning, design, and policy development, she brings passion and expertise in parks, green spaces, and sectors of the public realm that emphasizes place-making and getting people outside. **REBECCA FLANEGAN** will serve as **Outreach Coordinator**, bringing 15 years of experience in events and community engagement to the team. She will work closely with the City's constituents to understand their goals, audience, and needs through a transparent public engagement process.

SUBCONSULTANTS

BKF ENGINEERS will provide **civil engineering services** for this contract. BKF brings 109+ experience of engineering, surveying, and planning experience across projects throughout the West Coast. **BSK ASSOCIATES** will act as **geotechnical engineer** on this contract, offering extensive experience on park and recreation facility projects throughout the Bay Area. **WRA** will act as the **environmental consultant** on this contract. They have more than 40 years of experience in California's diverse ecoregions and understands the unique habitats throughout the state and the growing needs of local communities. **PASE** will act as the **structural engineer** on this contract. They are equipped to ensure that the needs of the client and design team are effectively met on each project. **RMA** will provide **irrigation design services**, employing a team approach to irrigation design that follows industry design guidelines and principles, to create finished designs that smoothly coordinates with all aspects of the landscape improvements. **ATIUM** will provide **electrical engineering services** for this contract and will be responsible for any power, lighting, or low voltage systems that may be required for each project.

CASEY CASE, RLA

PRESIDENT

AREAS OF EXPERTISE

- CAD Design
- Graphic Presentation Design
- Project Management
- Public Outreach Facilitation
- Construction Documents
- Horticulture
- Arboriculture

REGISTRATIONS

Landscape Architect #6032
California, Expiration: June 2026

ISA-Certified Arborist

ReScape Qualified Landscape Professional Rater

PROFESSIONAL EXPERIENCE

Years Total: 17 years

Years at GATES: 14 years

EDUCATION

B.S., Landscape Architecture, U.C Davis, 2008

PROFESSIONAL AFFILIATIONS

Design Review Commission of Walnut Creek (2018–Present)

Associate Member, American Society of Landscape Architects (2005–Present)

CASEY CASE is the president and managing partner of Gates + Associates, a landscape architecture firm whose mission is "to get people outside." Casey perpetuates this mantra in her company leadership, business decisions, and design solutions while directing a dynamic group of designers, problem-solvers, and collaborators. Through her expertise as a landscape architect, arborist, and sustainability steward, she brings a holistic approach to designing outdoor experiences that bridge the gap between nature and people and encourage a connection to the environment. In addition to her role at Gates + Associates, Casey is also a Design Review Commissioner for the City of Walnut Creek.

RELEVANT PROJECT EXPERIENCE

- Bayside Manor Park and Marina Vista Park Upgrades, Millbrae, CA
- Big Oak Park, Clyde, CA
- Cardoza Park Improvements, Mipitas, CA
- Central Park Entry Parking Lot & Northern Tree Promenade Improvement, San Ramon, CA
- Caldwell Community Park Expansion, Redding, CA
- Central Park Renovation Design, San Ramon, CA
- Crescent Heights Historic Park, Hercules, CA
- Ellis Lake Park & Playground & Restroom, Concord, CA
  2018 APWA Public Works Award
- Imagine All-Abilities Playground, Dublin, CA
  2021 CPRS Award of Excellence in Design - Park Planning
  2022 NorCal APWA Project of the Year
- Iron Horse Trail Landscape Improvements, San Ramon, CA
- Keiser Park Master Plan Update, Windsor, CA
- Lafayette Reservoir, Lafayette, CA
- Matt Garcia Community Park Master Plan, Fairfield, CA
- McCoy Creek Trail Phase II, Suisun City, CA
- Memorial Park Specific Plan, Cupertino, CA
- Moraga Commons Park, Moraga, CA
- Pleasant Oak Park Master Plan, Windsor, CA
- San Carlos Parks Master Plan, San Carlos, CA
- San Ramon Central Park Improvements, San Ramon, CA
- Sign Hill Master Plan, So. San Francisco, CA
- Rancho Laguna Landscape Inspection, Moraga, CA
- Ross Common Landscape Improvement Rehab, Ross, CA
- Vallejo Waterfront History Art Park, Vallejo, CA

AREAS OF EXPERTISE

- Construction Documents
- Project Management
- Community Design
- CAD Design
- ReScape Landscapes
- LEED Certification
- CHPS Certification
- Green/Sustainable Design
- Playground Structures
- Playground Safety
- ADA Requirements
- Synthetic Turf/Sports Fields

REGISTRATIONS

Landscape Architect #6573
California, Exp: November 2025

ReScape Qualified Landscape Professional

PROFESSIONAL EXPERIENCE

Years Total: 21 years
Years at Gates: 21 years

EDUCATION

B.A. in Architecture,
Lehigh University, 2004

PROFESSIONAL AFFILIATIONS

BIA Bay Area Professional Women in Building Council, President, 2012

Associate Member, American Society of Landscape Architects, (2005–Present)

MELONIE REYNOLDS is an accomplished landscape professional who understands the unique aspects of public sector capital improvement projects. In addition to a wealth of Dublin-specific project experience, she brings seasoned expertise in project design, design development, bridging documents, cost estimation, construction document development, and construction administration for a wide range of public and private projects. With a broad knowledge of landscape design principles and a versatile, design-based approach, Melonie is an exceptional project manager who has successfully led a wide range of projects to completion utilizing a combination of proactive team coordination and efficient implementation of each client's directives. Melonie is also well versed in the design of LEED and CHPS projects and is a ReScape-qualified landscape professional.

RELEVANT PROJECT EXPERIENCE

LOCAL PROJECTS

- Alamo Creek Fence Replacement, Dublin, CA
- Boulevard Pocket Parks, Dublin, CA
- Butterfly Knoll Park, Dublin, CA
- Dublin Cultural Arts Building, Dublin, CA
- Francis Ranch Parks, Dublin, CA
- Imagine All Abilities Playground, Dublin, CA
  2021 CPRS Award of Excellence in Design - Park Planning
  2022 NorCal APWA Project of the Year

ADDITIONAL PROJECT EXPERIENCE

- Beach Boulevard Picnic Area, Pacifica, CA
- Brody Ranch Park, Petaluma, CA
- Contempo Park, Union City, CA
- Carmichael Park Master Plan, Carmichael, CA
- Cordova Recreation and Park District, Cordova, CA
- Daly City Parks and Open Space Master Plan, Daly City, CA
- Finley Community Park Spray Ground, Santa Rosa, CA
- Frenchmans Creek Park Phase 2, Half Moon Bay, CA
- Hill Recreation Area, Novato, CA
- Logvy Park, Calistoga, CA
- Middle Harbor Shoreline Park, Oakland, CA
- Margate Park, Daly City, CA
- Pickleweed Park Enhancements, San Rafael, CA
- Smith Field, Half Moon Bay, CA

CHUCK GARDELLA, RLA

QA/QC LEAD

AREAS OF EXPERTISE

- ADA Requirements
- CAD Design
- Construction Documents
- Construction Reviews
- ReScape Landscapes
- Technical Review
- LEED Certification
- Green/Sustainable Designs
- Green Roof Design
- Playground Structures
- Playground Safety
- Roofdeck Design
- Synthetic Turf / Sports Fields

REGISTRATIONS

Landscape Architect #4721
California, Expiration: October 2026

ReScape Qualified Landscape Professional Rater

PROFESSIONAL EXPERIENCE

Years Total: 28 years

Years at GATES: 27 years

EDUCATION

B.S., Landscape Architecture, U.C Davis, 1998

PROFESSIONAL AFFILIATIONS

California Parks and Recreation Society

CHUCK GARDELLA has worked on a wide range of public and private projects with a focus on construction documentation and administration. He is an accomplished landscape architect with over 27 years of experience and brings a strong technical expertise to the team. Having successfully managed numerous public sector projects, Chuck brings a seasoned familiarity with their unique issues. Charles is well-versed on the design of LEED, CHPS, and Rescape projects, and is adept at coordinating with multidisciplinary teams to successfully deliver complex projects on time and within budget.

RELEVANT PROJECT EXPERIENCE

- Beechnut Park, Hercules, CA
- Caldwell Community Park Expansion, Redding, CA
- Cardoza Park, Milpitas, CA
- Cricket Courts, Pleasanton, CA
- Delta View Sports Park Field Development, Pittsburg, CA
- Everett N. “Eddie” Souza Park, Santa Clara, CA
  2018 APWA Project of the Year
- Hap Magee Park, Danville, CA
- Hill Recreation Area, Novato, CA
- Homeridge Park, Santa Clara, CA
- Imagine All Abilities Playground, Dublin, CA
  2021 CPRS Award of Excellence in Design - Park Planning
  2022 NorCal APWA Project of the Year
- Livermorium Plaza, Livermore, CA
- McInnis Pickleball Courts, Marin, CA
- Middle Harbor Shoreline Park, Oakland, CA
- Parks and Open Space Master Plan, Daly City, CA
- Pickleweed Park Synthetic Turf, San Rafael, CA
- Refugio Valley Park Tree Succession Plan, Hercules, CA
- San Leandro Shoreline Park, San Leandro, CA
- South City Park, Redding, CA
- Stoneridge Creek Basin Park, Pleasanton CA
- Sunrise Ridge Park, San Ramon, CA
- Sun Valley Park, San Rafael, CA
- Warm Springs BART Plaza & West Access Bridge, Fremont, CA
  2022 ASCE Outstanding Transportation Project Award

AREAS OF EXPERTISE

- CAD Design
- Construction Documents
- Graphic Visualization
- Parks
- Urban Design

PROFESSIONAL EXPERIENCE

Years Total: 6 years

Years at GATES: 6 years

EDUCATION

B.S. Landscape Architecture, Minor Art Studio, University of California Davis, 2019

LANGUAGE FLUENCY

English

Japanese

TSUMUGI FUJIMURA has managed a wide range of public and private projects. She is curious, open-minded, and detail-oriented professional who is passionate about urban planning and development. Her project management skills and proficiency in utilizing industry-standard design software allows her to carry the project from initial concept development to construction documentation. By integrating user needs, environmental considerations, and aesthetic principles, she strives to consistently deliver projects that strike a balance between functionality, sustainability and visual appeal.

RELEVANT PROJECT EXPERIENCE

- Dublin Cultural Arts Center, Dublin, CA
- Dublin Civic Center, Dublin, CA
- Ellis Aquatic Center, Tracy, CA
- Ellis School Park, Tracy, CA
- Finley Community Park, Santa Rosa, CA
- Ellis Town & County, Tracy, CA
- Ellis Western Park, Tracy, CA
- Iron Horse Trail, Dublin, CA
- Lafayette Reservoir, Lafayette, CA
- Logvy Park, Calistoga, CA
- Ken Mercer Field, Pleasanton, CA
- Keiser Park Master Plan, Windsor, CA
- McCoy Trail, Suisun City, CA
- Middle Harbor Shoreline Park, Oakland, CA
- Old Alvarado Park, Union City, CA
- Park C-63, Roseville, CA
- Pleasant Oak Park Master Plan, Windsor, CA
- San Leandro Shoreline, San Leandro, CA
- Smith Field, Half Moon Bay, CA
- Stanford Crossing Park, Lathrop, CA
- Sun Valley Park, San Rafael, CA
- Terra Linda Park and Community Center Master Plan, San Rafael, CA
- Twin Pines Park, Belmont, CA

AREAS OF EXPERTISE

- Planning
- Urban Design
- Community Outreach

PROFESSIONAL EXPERIENCE

Years Total: 3 years

Years at GATES: 3 years

EDUCATION

Masters of City and Regional Planning, California Polytechnic State University San Luis Obispo, 2022

B.A., Design, Arizona State University, 2019

RYLEE RODRIGUEZ has worked on a wide range of public parks and recreation master plans since joining Gates + Associates. With extensive knowledge of the master planning process. Rylee works collaboratively with the entire team to provide realistic, implementable, and dynamic master plans that fit to a client's specific needs. Holding a background in urban planning, design, and policy development, Rylee's primary interests are parks, green spaces, and sectors of the public realm that emphasize thoughtful placemaking and getting people outside.

RELEVANT PROJECT EXPERIENCE

- Cordova Recreation & Parks District Optimized Plan, Sacramento County, CA
- CSU East Bay Concord Campus Landscape Master Plan, Concord, CA
- Keiser Park Master Plan Update, Windsor, CA
- Memorial Park Specific Plan, Cupertino, CA
- Matt Garcia Community Park Master Plan, Fairfield, CA
- Middle Harbor Shoreline Park Master Plan Update, Oakland, CA
- Patterson Parks and Recreation Master Plan, Patterson, CA
- Pleasant Oak Park Master Plan, Windsor, CA
- San Carlos Parks Master Plan, San Carlos, CA
- San Rafael High School Landscape Master Plan, San Rafael, CA
- Terra Linda Park and Community Center Master Plan, San Rafael, CA

REBECCA FLANEGAN

COMMUNITY OUTREACH COORDINATOR

AREAS OF EXPERTISE

- Community Outreach
- Public Relations
- Event Planning

PROFESSIONAL EXPERIENCE

Years Total: 25 years

Years at GATES: 3 years

EDUCATION

B.A., Anthropology/Humanistic Studies, John Hopkins University, 1996

REBECCA FLANEGAN is an experienced public relations, engagement and events professional focused on creatively connecting to communities. At Gates + Associates, Rebecca has coordinated thoughtful and inclusive outreach programs with a variety of methods for building awareness and boosting participation including social media, focus groups, online surveys, and workshops. Her expertise involves outlining outreach opportunities, guiding the engagement process to meet the needs of the project, and synthesizing input received into comprehensive and actionable result.

RELEVANT PROJECT EXPERIENCE

- Antioch L Street, Antioch, CA
- Bayside Manor & Marina Vista Park Upgrades, Millbrae, CA
- Beechnut Park Upgrade, Hercules, CA
- Cardoza Park Softball Field Improvements, Milpitas, CA
- CSU East Bay Concord Campus Landscape Master Plan, Concord, CA
- Francis Ranch Parks, Dublin, CA
- Keiser Park Master Plan Update, Windsor, CA
- Margate Park Improvements, Daly City, CA
- Matt Garcia Community Park Master Plan, Fairfield, CA
- Memorial Park Specific Plan, Cupertino, CA
- Pleasant Oak Park Master Plan, Windsor, CA
- Pittsburg Unified School District Green Schoolyards Project, Pittsburg, CA
- Railroad Avenue Beautification Project, Pittsburg, CA
- Recreation & Park District Optimized Plan, Cordova Recreation & Park District, CA
- Sequoia Living Senior Community Future Proofing Project, Bay Area, CA
- Sign Hill Master Plan, South San Francisco, CA
- Terra Linda Park and Community Center Master Plan, San Rafael, CA
- University Avenue Streetscape, Palo Alto, CA

BKF ENGINEERS
Redwood City, CA

REGISTRATIONS
Professional Civil Engineering, CA No.59903

YEARS EXPERIENCE
28 years

EDUCATION
B.S., Civil Engineering, Santa Clara University

ERIC GIROD, PE, LEED AP | CIVIL ENGINEERING LEAD

Eric's management approach is grounded on clear communication and hands-on design involvement. He strives to gain a thorough understanding of a project's needs and goals from the onset, which frames the process for delivering projects. Combining these objectives with the specific project issues, constraints, and opportunities, Eric forms a work plan to guide the design effort. He coordinates this work plan with other consultants, agencies, and special interests to provide a systematic design solution. With a critical eye on scope, schedule, and budget, Eric manages his projects to meet his clients' goals and expectations.

RELEVANT PROJECT EXPERIENCE

- Bidwell Park, Hayward, CA
- Pescadero Plaza, Pescadero, CA
- Flagpole Plaza, Livermore, CA
- Dublin Historic Park, Dublin, CA
- Fremont Park Restrooms, Fremont, CA
- Piedmont Aquatics Center, Piedmont, CA
- Orange Memorial Park Aquatic, South San Francisco, CA
- Piedmont Blair Park Improvements, Piedmont, CA
- Positano Park, Dublin, CA

BSK ASSOCIATES
Livermore, CA

REGISTRATIONS
Geotechnical Engineer, #2756
Civil Engineer #64025

YEARS EXPERIENCE
29 years

EDUCATION
M.S., Civil Engineering, University, 2000

B.S., Civil Engineering, University of Idaho, 1997

CRISTIANO MELO, PE, GE | SENIOR GEOTECHNICAL ENGINEER

Cristiano will serve as the lead geotechnical engineer for this project. He is a licensed Civil and Geotechnical Engineer in the State of California with over 24 years of experience throughout the Bay Area, supporting a wide variety of projects from design through construction, including parks, trails, and recreational facilities. Cristiano currently manages BSK's on-call contracts with the Cities of Alameda, Berkeley, Brentwood, Dublin, Oakley, Walnut Creek, and Vallejo.

RELEVANT PROJECT EXPERIENCE

- Forest Park, Dublin, CA
- Wallis Ranch Community Park, Dublin, CA
- Fallon Sports Park Phase 3 Improvements, Dublin, CA
- Imagine Playground, Dublin, CA
- Clover Park, Dublin, CA
- Livermorium Plaza, Livermore, CA

WRA ENVIRONMENTAL CONSULTANTS
Emeryville, CA

YEARS EXPERIENCE
19 years

EDUCATION
M.S., Ecology, San Francisco State University, San Francisco, 2004

B.S., Biology, University of California, Davis, 2001

LESLIE LAZAROTTI | ENVIRONMENTAL LEAD

Leslie is a Principal at WRA. Her main focus is helping clients understand the interface of California's environmental regulations and natural communities. She has worked on projects throughout the various ecosystems of California, including sensitive coastal communities and wetland habitats. She brings a wealth of experience with parks and open space including park master plans for the cities of Belmont and San Carlos. She also has relevant experience with numerous park and trail planning and improvement projects along the San Francisco Bay and coastal shoreline.

RELEVANT PROJECT EXPERIENCE

Parks Master Plan, San Carlos, CA

WRA is working with Gates + Associates to replace the outdated 2009 Parks Master Plan with a new Parks Master Plan that includes: a long-term vision for its park, facilities, and open space system based on community needs assessment; a plan of implementation to implement priority improvements, changes and additions to existing parks systems, and a strategy for funding capital improvements including ongoing operations and maintenance.

PASE
San Jose, CA

REGISTRATIONS
Structural Engineer, CA #4976

Civil Engineer, CA #59765

EDUCATION
M.S., Structural Engineering (Emphasis in Seismic Analysis) U.C. Berkeley, 1996

ROB OKANO, S.E. | ASSOCIATE STRUCTURAL ENGINEER

Rob is a Professional Structural Engineer with over 25 years of professional experience, including 20 years of experience in design an analysis of new retail and manufacturing buildings, seismic retrofit of existing buildings, and site structures. This includes he structural design of public park structures, retaining walls, trellises, and light poles. Balancing the demands of a dependable structural design with the needs of the client, Rob believes that communication among the design team is the key to success. He brings variety and depth of experience to each project, guiding the design team to select the optimal structural system.

RELEVANT PROJECT EXPERIENCE

- Facebook Park Sculpture Anchorage, Menlo Park, CA
- Experience Ellis Dog Park, Tracy, CA
- Imagine Playground Site Structures, Dublin, CA
- Facebook Sculpture Garden and Tea House, Menlo Park, CA
- Stanford Community Center Tenant Improvements, Palo Alto, CA

RMA
Walnut Creek, CA

YEARS EXPERIENCE
35 years

EDUCATION
Certified Irrigation Designer, Irrigation Association

Certified Landscape Irrigation Auditor, Irrigation Association

JEFF BRADSHAW | IRRIGATION PROJECT MANAGER

Jeff has over three decades of experience in various aspects of irrigation consulting including design, plan review, design review, irrigation and water management, master planning, hydraulic calculation, project specifications, field observation, irrigation scheduling, water usage calculation, and irrigation water auditing. Jeff's project experience includes irrigation design of commercial and industrial projects, residential communities, parks and athletic fields, large recreational facilities and several major highway projects, many of which included the usage of reclaimed water.

RELEVANT PROJECT EXPERIENCE

- Moraga Commons Park, Moraga, CA
- Denali Park Irrigation Design, Manteca, CA
- Ellis Ave Park Irrigation Design, Tracy, CA
- Rengstorff Park Irrigation Design, Mountain View, CA
- Pickleweed Park Irrigation Retrofit Design, San Rafael, CA
- Montague Park Irrigation Retrofit Design, Santa Clara, CA
- Westwood Oaks Park Irrigation, Santa Clara, CA

ATIUM
San Ramon, CA

REGISTRATIONS
Professional Engineer, CA #E19203

YEARS EXPERIENCE
18 years

EDUCATION
M. Eng. Architectural Engineering, Pennsylvania State University, 2006

DAVE MAINO | PRINCIPAL ELECTRICAL ENGINEER

During his career, Dave has built upon the collaborative approach encouraged as part of his Architectural Engineering curriculum to focus on a whole-building approach to design. Careful collaboration between disciplines is at the core of his design philosophy. This collaborative approach has led to successes in a wide variety of commercial, public works, educational, residential and civil projects. Dave focuses on highly efficient, electrical lighting, and low voltage systems that are convenient and easy for owners, building occupants, and maintenance staff to use and interact with. Dave focuses on understanding the needs of the space, the owner, and the end user.

RELEVANT PROJECT EXPERIENCE

- Sonoma Academy, Santa Rosa, CA
- Pittsburg Park and Skate Park, Pittsburg, VA
- Pickleball Park, San Rafael, CA
- Ken Mercer Field, Pleasanton, CA
- Emma Prusch Playground, San Jose, CA
- Jollyman All-Inclusive Park, Cupertino, CA

IMAGINE PLAYGROUND | *Dublin, CA*

This project involved the renovation of existing playground and restrooms at Dublin Sports Grounds to create an inclusive facility serving all-abilities. As Prime Consultant, GATES completed a design & implementation of the park's new features including an all-abilities interactive playground, an all-inclusive picnic area, upgraded landscape, restroom, concession, and parking facilities. Pathways were improved for improved accessibility and connectivity to other park areas. Our team facilitated outreach workshops to gather input for the playground, which focuses on the foundations of development.

REFERENCE
CLIENT: City of Dublin
CONTACT: Michael Boitnott
EMAIL: michael.boitnott@dublin.ca.gov
TEL: (925) 833-6630
COMPLETED: 2021

All-abilities play area with adjacent seating

Final Design Concept

LIVERMORIUM PLAZA | *Livermore, CA*

GATES led a multidisciplinary team to work with the City of Livermore to create an outdoor living room in the City's downtown core. The paved plaza is in the form of the "Livermorium" element, with the focal interactive water feature illustrating the nucleus and 116 sandblasted or tiled protons within 7 stainless steel shells. Key features included large shade trees, locally adapted low water use plants and a turf area bordered by curve landscape walls, an outdoor seating area extended from the adjacent Peet's Coffee, a preserved brick wall as the stage backdrop for events, and adequate site lighting and security cameras for safety. A shade study ensured that the proposed trees maximize shade in the plaza. Visitors can learn about the Livermorium element through engraved text on the water feature, 12 inlaid plaques, and interpretive signage.

REFERENCE
CLIENT: City of Livermore
CONTACT: Rosy Ehlert
EMAIL: rmehlert@livermoreca.gov
TEL: (925) 960-4512
COMPLETED: 2022

PICKLEWEED FIELD & PARK | *San Rafael, CA*

Pickleweed Park is a nearly 10-acre community hub that has been at capacity for years. GATES worked with the City to design and implement community-preferred enhancements that include converting the field to synthetic turf to accommodate year-round access, incorporating a new basketball court, playground for children under 5, fitness area for adults, shade and gazebo structure, renovations to the existing bathroom facilities, and add lighting, security and parking.

REFERENCE

CLIENT: City of San Rafael
CONTACT: Joanna Kwok
EMAIL: Joanna.Kwok@cityofsanrafael.org
TEL: (415) 485-3408
COMPLETED: 2024

Conceptual Site Plan for Improvements

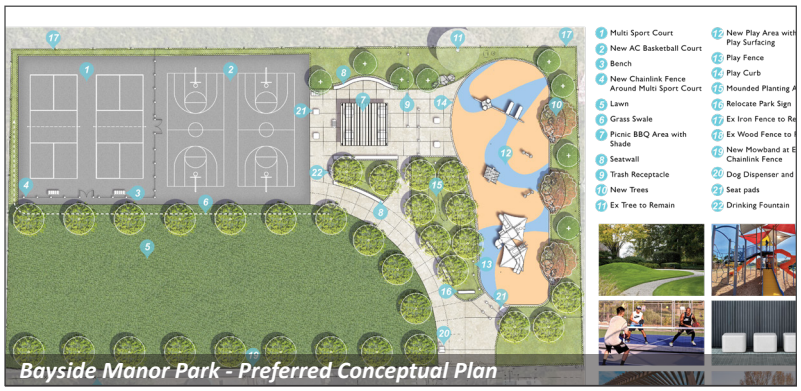
Community Outreach

BAYSIDE MANOR & MARINA VISTA PARK UPGRADES | *Millbrae, CA*

As part of our on-call contact with the City, GATES was contracted to develop a community-preferred plan & design for upgrades at both Bayside Manor and Marina Vista Park, which are two neighborhood parks nestled in residential areas. The project involved a robust community outreach effort that included an online survey, in-person pop-up event, a project website, and various branded collateral to increase awareness and participation. Our team utilized the public input to develop conceptual designs that emphasized increasing the capacity of both parks while ensuring sustainable maintenance for years to come.

REFERENCE

CLIENT: City of Millbrae
CONTACT: Sam Bautista
EMAIL: sbautista@ci.millbrae.ca.us
TEL: (650) 259-2336
COMPLETION STATUS: Marina Vista (2025); Bayside Manor (In Progress)



Bayside Manor Park - Preferred Conceptual Plan

Marina Vista Park - Public Outreach Event (L); Grand Opening (R)

REFERENCES

JOANNA KWOK

Assistant Director - Public Works
City of San Rafael
Address: 1400 Fifth Avenue, San Rafael, CA 94901
Tel: (415) 720-4957 | **Email:** Joanna.Kwok@cityofsanrafael.org
Projects: Pickleweed Field and Park Rehabilitation, Sun Valley Park — GATES has worked with the City of San Rafael to renovate various parks throughout the last several years. Currently under construction, the **Pickleweed Park** project involves implementation of community-preferred enhancements including field conversion to synthetic turf, new sports courts, playground for children under five, and new comfort amenities such as shade and gazebo structures, bathroom renovations, lighting, and parking. For the **Sun Valley Park** project (completed in 2023), GATES designed and implemented a new play area and ADA improvements to the associated path of travel for this neighborhood park. Both projects involved public outreach. Our additional collaborations with the City of San Rafael include the Terra Linda Park and Community Center Master Plan (in progress) as well as serving as an on-call landscape architecture consultant since 2019.

CAROLINE VEDDER

Senior Civil Engineer
City of Fairfield
Address: 1000 Webster Street 3rd Floor, Fairfield, CA 945333
Tel: (707) 718-2778 | **Email:** cvedder@fairfield.ca.gov
Project: Matt Garcia Park Master Plan — Gates + Associates worked with the City of Fairfield to develop a comprehensive Master Plan for the future Matt Garcia Community Park. The 50-acre park will include both active and passive recreation opportunities ranging from soccer fields and pickleball courts to a wetland area, community plaza, recreation center and adventure playground. Our team facilitated incorporation of community and stakeholder input into the final preferred concept, working to ensure the park is a viable community asset for the next 50 years. The Master Plan document includes a site assessment, community outreach summary, cost estimates, and phased implementation plan. The Master Plan has been completed and is to be reviewed by City Council in 2025.

ROSY EHLERT

Senior Engineer
City of Livermore
Address: 1052 S. Livermore Ave. Livermore, CA 94550
Tel: (925) 437-0314 | **Email:** rmehlert@livermoreca.gov
Project: Livermorium Plaza — GATES led a multidisciplinary team to create an outdoor living room in the City of Livermore's downtown core. The paved plaza is in the form of the "Livermorium" element, with the focal interactive water feature illustrating the nucleus and 116 sandblasted or tiled protons with 7 stainless steel shells. Key features also include large trees locally adapted low water use plants and a turf area bordered by curved landscape walls, an outdoor seating area extended from the adjacent Peet's Coffee, a preserved historic brick wall as the stage backdrop for events, and adequate site lighting and security camera for safety. A shade study ensured that the proposed trees maximize shade for the plaza. Visitors can learn about the Livermorium element through engraved text on the water feature, 12 inlaid plaques, and interpretive signage.

Play area at Westwood Oaks Park, Santa Clara

Picnic area at Homeridge Park, Santa Clara

Shaded seating at Sunrise Ridge Park, San Ramon

Photosimulation of event plaza at Memorial Park, Cupertino

CONFLICT OF INTEREST

Gates + Associates has worked extensively in Dublin on public and private projects over the last 40+ years. The most recent collaborations where GATES has provided landscape architecture services for common open spaces, streetscapes, and production homes include:

- Boulevard Housing development with Brookfield as Master Developer
- East Dublin with GH PacVest, LLC as Master Developer
- Croak (now Francis) Ranch with Trumark Homes as Master Developer

Private picnic areas at Sunrise Ridge Park in San Ramon

PROPOSED PROJECT BUDGET

RATE SCHEDULE

EFFECTIVE THROUGH DECEMBER 2025

I. HOURLY FEES

HOURLY FEES FOR SERVICES OF:	RATE PER HOUR:
Partner	$235.00 - $250.00
Principal	$220.00 - $235.00
Associate Principal	$205.00 - $220.00
Senior Associate	$185.00 - $205.00
Job Captain	$165.00 - $185.00
Irrigation Designer	$200.00 - $210.00
Community Outreach Facilitator	$185.00 - $205.00
Production	$155.00 - $175.00

II. EXPENSES (REIMBURSABLES)

A. Consultants at approximately the same rates indicated above or on consultant fee schedules.

B. Other direct expenses at cost which may include:

1. Printing and reproduction costs.
2. Mileage and travel costs.
3. Miscellaneous

Hourly rates may be adjusted annually and shall apply for any services rendered after that date. These adjustments are not limited to the rate per hour ranges listed above, and will not affect the total amount of compensation for services.

EXCEPTIONS TO AGREEMENT AND INSURANCE

Gates + Associates agrees to the City Standard Consulting Agreement and insurance requirements, with no exceptions.

Livermorium Plaza in Downtown Livermore, CA

APPENDIX

SUBCONSULTANT HOURLY RATES

BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2025

CLASSIFICATION	HOURLY RATE
PROJECT MANAGEMENT	
Principal in Charge	$317.00
Senior Project Executive	$294.00
Project Executive	$287.00
Senior Project Manager | Senior Technical Manager	$278.00
Project Manager | Technical Manager	$273.00
Engineering Manager | Surveying Manager | Planning Manager	$251.00
TECHNICAL STAFF	
Senior Project Engineer | Senior Project Surveyor | Senior Project Planner	$233.00
Project Engineer | Project Surveyor | Project Planner	$205.00
Design Engineer | Staff Surveyor | Staff Planner	$179.00
BIM Specialist I, II, III	$179.00 - $205.00 - $233.00
Technician I, II, III, IV, V	$170.00 - $181.00 - $198.00 - $213.00 - $230.00
Drafter I, II, III, IV	$133.00 - $146.00 - $158.00 - $175.00
Engineering Assistant | Surveying Assistant | Planning Assistant	$111.00
FIELD SURVEYING	
Survey Party Chief	$233.00
Instrument Person	$200.00
Survey Chainperson	$150.00
Utility Locator I, II, III, IV	$122.00 - $172.00 - $207.00 - $235.00
Apprentice I, II, III, IV	$92.00 - $124.00 - $137.00 - $145.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	$305.00
Senior Construction Administrator	$266.00
Resident Engineer	$197.00
Field Engineer I, II, III, IV	$179.00 - $205.00 - $233.00 - $250.00
FUNDING & GRANT MANAGEMENT	
Director of Funding Strategies	$218.00
Funding Strategies Manager	$200.00
Funding/Research Analyst I, II, III, IV	$137.00 - $158.00 - $168.00 - $185.00
PROJECT ADMINISTRATION	
Project Coordinator	$149.00
Senior Project Assistant	$128.00
Project Assistant	$113.00
Clerical | Administrative Assistant	$95.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.

BKF ENGINEERS

BSK Rate Schedule (valid from 7/1/2025 through 6/30/2026)

PERSONNEL RATES		
PROFESSIONAL STAFF		
Principal	$	314.00
Senior Professional	$	276.00
Project Professional II	$	259.00
Project Professional I	$	221.00
Staff Professional II	$	193.00
Staff Professional I	$	171.00
Project Administrator	$	122.00
Administrative Assistant / Clerical	$	110.00
Seismic GIS	$	243.00
GIS Specialist	$	210.00
Information Specialist II	$	198.00
Information Specialist I	$	176.00
CAD	$	132.00
Litigation support		1.5x stan
TECHNICAL STAFF		
Group 1 - Special Inspector	$	198.00
Group 2 - Special Inspector	$	188.00
Group 3 - Engineering Technician	$	167.00
Group 3 - Geotechnical Professional	$	204.00
Group 3 - Environmental Professional	$	204.00
Group 4 - Technician	$	146.00
Ground Penetrating Radar Scanning Technician	$	348.00
Core Drilling Technician	$	270.00
Floor Flatness Testing Technician	$	232.00
Sample Pickup / Transportation / Delivery	$	132.00
Laboratory Technician	$	144.00

OTHER RATES	
BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES	
Field Work from 0 to 4 hours	Bill 4 hours
Field Work from 4 to 6 hours	Bill 6 hours
Field Work from 6 to 8 hours	Bill 8 hours
Field Work over 8 hours / Saturdays	Bill time and a half base rate (1.5x)
Sundays, holidays and over 12 hours	Bill two times base rate (2x)
Night Shift (Shift commencing after 2pm / before 4am)	Base Rate x 12.5%
Show-up time (no work performed), minimum charge	Bill 2 hours
Sample or cylinder pickup, minimum charge	Bill 2 hours
REIMBURSABLES	
Per Diem (as required)	Quote / $300.00 min.
Bridge Toll	Cost + 15%
Parking Fees	Cost + 15%
Subconsultant/Subcontractor Services, Vendors, and Expenses	Cost + 15%

HOURLY RATE SCHEDULE

City of Dublin - Landscape Architecture On-Call

Effective: January 1, 2025

wra Environmental Consultants

Director/Principal $313
Senior Associate $272
Associate $229
Senior Scientist $209
Scientist $192
Senior Technician $165
Technician $136

All rates may be increased annually, per the fiscal year July 1 – June 30, and will not exceed 3%. They shall be tied to the CPI for Urban Wage Earners and Clerical Workers (CPI-W) for San Francisco-Oakland-Hayward, CA.

Necessary project expenses and subconsultants are billed at cost plus ten percent.

Landscape Design
Sr Associate Landscape Architect $272
Associate Landscape Architect $229
Landscape Architect $209
Landscape Designer III $192
Landscape Designer II $165
Landscape Designer I $144

Environmental Planning
Environmental Planning Director $313
Senior Environmental Planner $289
Sr Associate Environmental Planner $272
Associate Environmental Planner $229
Environmental Planner II $209
Environmental Planner I $192
Assistant Environmental Planner II $165
Assistant Environmental Planner $144

Conservation Strategies
Conservation Strategies Sr Project Mgr $289
Conservation Strategies Sr Associate $272
Conservation Strategies Associate $246
Conservation Strategies Sr Scientist $219
Conservation Strategies Scientist $197
Conservation Strategies Sr Technician $177
Conservation Strategies Technician $154

Engineering
Senior Engineer $289
Sr Associate Engineer $281
Associate Engineer $246
Engineer II / Geomorphologist II $219
Engineer I / Geomorphologist I $197
Assistant Engineer II $177
Assistant Engineer $154

GIS Mapping & Analysis
GIS Manager $272
GIS Professional III $219
GIS Professional II $209
GIS Professional $192
GIS Sr Technician $165
GIS Technician $144

Field Specialists
Senior Field Technician $192
Field Technician $144

Compliance Monitoring *(OT = Rate x 1.5)*
Senior Project Biologist $134
Project Biologist $112

Grant Cultivation & Administration
Community Resilience Team $90-202

Clerical Support $100
Expert Witness ..... Rate x 1.5

PASE

STANDARD RATE SCHEDULE

Engineering Services

Principal	$	265.00	per hour
Associate	$	235.00	per hour
Senior Project Manager	$	225.00	per hour
Senior Structural Engineer	$	225.00	per hour
Project Manager 3	$	215.00	per hour
Project Manager 2	$	205.00	per hour
Project Manager 1	$	195.00	per hour
Senior Project Engineer 3	$	215.00	per hour
Senior Project Engineer 2	$	205.00	per hour
Senior Project Engineer 1	$	195.00	per hour
Project Engineer 3	$	185.00	per hour
Project Engineer 2	$	175.00	per hour
Project Engineer 1	$	165.00	per hour
Assistant Engineer 3	$	160.00	per hour
Assistant Engineer 2	$	155.00	per hour
Assistant Engineer 1	$	150.00	per hour
Engineering Technician	$	125.00	per hour

BIM Technical Services (Revit + CAD)

Senior BIM Technical Manager	$	205.00	per hour
BIM Technical Manager	$	195.00	per hour
Senior Quality Technician	$	190.00	per hour
Senior BIM Technician 2	$	180.00	per hour
Senior BIM Technician 1	$	170.00	per hour
BIM Technician 3	$	155.00	per hour
BIM Technician 2	$	145.00	per hour
BIM Technician 1	$	135.00	per hour

Other Services

Sub-Consultants, Special Equipment, Reproductions, Materials, and Other Outside Charges		AT COST + 15%	
Court Appearances/Depositions (4 hours minimum)	$	350.00	per hour
Vehicle Transportation	$	0.67	per mile

RUSSELL D. MITCHELL & ASSOCIATES, INC.
2760 Camino Diablo
Walnut Creek, CA 94597
T 925.939.3985
W www.rmairrigation.com
E RMA@rmairrigation.com

RMA 2024 - 2026 Fee Schedule:

Principals:

• Russ Mitchell	$225.00/hr
• Chris Mitchell	$200.00/hr

Project Managers:

• Jeff Bradshaw	$175.00/hr
• Jeff Dias	$175.00/hr
• Jose Cruz	$175.00/hr

Design Assistants:

• Marcio Sanchez	$150.00/hr
• David Munger	$150.00/hr
• Ian Sanchez	$150.00/hr

CADD Technicians:

• Lance Blanchard	$125.00/hr

Administrative/Clerical Services:

• Carole Krasko	$100.00/hr

Reimbursable charges:

• Mileage to meetings or site visits	Billed at our cost
• Plotting costs	Billed at our cost
• Delivery Charges	Billed at our cost

Current Insurance Coverages Held by RMA:

- Commercial General Liability: $2,000,000.00 each occurrence, $4,000,000.00 agregate.
- Umbrella Policy: $1,000,000.00 each occurrence, $1,000.000.00 aggregate.
- Automobile Liability: $1,000.000.00 per accident.
- Workers Compensation and Employers' Liability: $1,000,000.00 each accident, $1,000,000.00 each employee, $1,000,000.00 policy limit.
- Professional Liability: $2,000,000.00 aggregate/per claim.
- Additional insured requirements: All parties can be added.

IRRIGATION DESIGN • CONSULTATION • SUPERVISION • EVALUATION

2025 Rate Sheet:

- Principal: $200 /hr
- Drafting: $150 /hr
- Admin: $100 /hr

swa San Francisco

530 Bush Street
6th FL
San Francisco, CA
94108
+1.415.836.8770
www.swagroup.com

March 28, 2025

Mr. Julius Pickney
Management Analyst II
100 Civic Plaza
City of Dublin, CA 94568

Dear Mr. Pickney,

Thank you for considering SWA for Landscape Architect Services for the City of Dublin. SWA is committed to performing the work for consulting services and acknowledge receiving one addendum to the RFQ.

Our firm specializes in enhancing the public realm through innovative designs for parks, playgrounds, trails, and streetscapes. We have a proven track record of collaborating closely with communities and local agencies, fostering engagement through participatory design processes. Our team is experienced in conducting outreach, facilitating public meetings, and integrating valuable input into our designs to create spaces that are truly reflective of the community's aspirations.

We are excited to bring you a well-rounded team led by Travis Theobald (Project Manager and Technical Lead) and Sofia Mingo (Job Captain). Travis, who plays a key role as Technical Lead in our studio and is the go-to team member for QA/QC of our plans and specs before submission, has overseen the design and implementation of numerous projects, from community parks like Rancho San Ramon in San Ramon and River Island Vega Park in Lathrop, to such highly complex endeavors as Chase Center (Golden State Warriors Arena) in San Francisco. He is currently managing the construction documentation phase of the City of San Francisco's Portsmouth Square Park and Urban Plaza as well as Jordan Ranch Square in Dublin.

Conflict of Interest Statement: SWA 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.

We have enjoyed building a relationship with the City of Dublin and hope to continue working with the City and community to deliver well-loved, well-used, and one-of-a-kind parks and public spaces.

If you have any questions or require further information, please do not hesitate to contact me at rbihan@swagroup.com or (415) 254-4652.

Thank you for your time and consideration.

Sincerely,

René Bihan, Managing Principal, SWA Group San Francisco
authorized to negotiate a contract on behalf of firm

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3.0 Exceptions **Pg. 10**

4.0 Appendix not included in page count

Key Personnel Resumes

Additional Sample Projects

1.0 QUALIFICATIONS

The Cannery, Davis, CA

SWA is a landscape architecture, planning and urban design firm practicing across the U.S. and abroad. As one of the largest and most successful landscape architecture practices in the U.S., SWA has a long history of award-winning, memorable, and successful built projects. Having collaborated with cities for many years, we have developed a broad base of skills in community process, participatory design, and project implementation. We are restless in the pursuit of bold, brilliant, multi-benefit design, and believe our work is strengthened by both uninhibited individuality and synergistic collaboration.

Capacity and Resources

With 250+ professionals throughout its eight studios worldwide, SWA is able to offer clients both a deep bench of talent and experience as well as the energy, personal commitment, and responsiveness typical of smaller firms. Being organized into smaller studio-based offices helps us to enhance creativity and client responsiveness. In our San Francisco studio, there are 26 employees and in our Sausalito studio there are +/- 55 professionals to draw from should the need arise. In our San Francisco studio alone, we have over 20 technical design staff who are trained in all aspects of professional practice including design, planning, public meeting and approvals process, project management, consultant coordination and design coordination. Having these resources allows us the flexibility to "staff up" should there be schedule concerns. Staff will be determined on a project by project basis.

Core Services

Landscape Architecture: We provide complete landscape architectural services and have experience managing projects in all phases including site planning, concept design, schematic design, design development, construction documentation and construction observation. We often provide our clients with continuing landscape design consultation after construction completion.

Planning: We produce comprehensive land plans and master plans for large land areas. Because our work is land-based, we're able to create plans that sensitively make the best use of terrain, landform, natural systems, landscape and urban spaces, and integrate those elements with the required infrastructure, buildings, and other improvements. We apply these same skills to projects involving the use and restoration of natural systems.

Urban Design: Our team has extensive experience as Urban Designers of the public realm, and possess strong capabilities in various urban design expertise including streetscape design, public life and public space studies, public space design, pedestrian priority streets, and sustainable design. Within these categories, we have developed urban design studies, analyses, and plans.

Local Organization Structure
California S corporation
FEIN: 94-1483448
Duns #054514052
(Employee Owned)

Year Established
1957 - 68 years in business

Firm Size
252

Studio Locations / # of Employees
Sausalito, California - 59
San Francisco, California - 26
Laguna Beach, California - 24
Los Angeles, California - 36
Houston, Texas - 49
Dallas, Texas - 18
New York - 21
Shanghai, China - 19

Responding Office
530 Bush Street 6th FL
San Francisco, California 94108
(415) 836-8770

SWA Core Services

Landscape Architecture
- Site Planning
- Concept Design
- Schematic Design
- Design Development
- Construction Documentation
- Construction Observation

Planning
- Master Plans
- Land Use Plans
- Site Plans
- Site Analysis and Selection
- Design Guidelines
- Development Strategies
- Government Approvals

Urban Design
- Urban Planning
- Urban Land Use Studies
- Urban Landscape Design
- Urban Redevelopment
- Design Guidelines

Working with the Community and Stakeholders

Designing and constructing projects for public projects in the Bay area can bring a special set of challenges with a unique set of regulations and stakeholder interests. Our team is well-versed in navigating these interests and working with agencies, internal groups, and the public to anticipate and troubleshoot concerns and come to a resolution.

Just as we consider all aspects of site character, we also embrace input from the public. It ensures existing problems are addressed, creates accountability on promises made to the community, and builds neighborhood pride and proprietorship. SWA has led many community engagement processes in close collaboration with our public agency clients and in coordination with the design team at large. We emphasize open communication and sensitivity to established uses, community expectations, and historical connections.

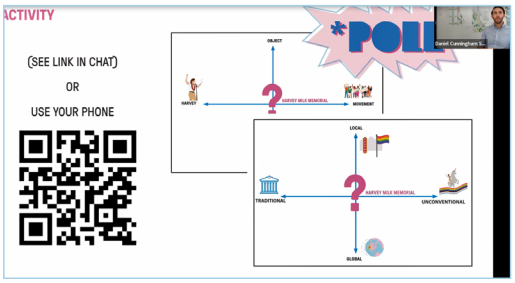
To reach consensus and increase confidence in the decision-making process, we offer our clients a range of public outreach tools and programs: facilitation of in-person events; scheduling and conducting of stakeholder meetings, workshops, and design charettes; high quality visual representation of physical planning concepts; and, online and social media platforms to extend outreach and build understanding and support.

Some of our experience include:

Portsmouth Square, San Francisco: SWA completed a year-long community participatory planning process to envision Portsmouth Square for the next generation. As the busiest public space in all of San Francisco, this project touched many different people and groups. The process was structured around five large public workshops, working with approximately 20 community groups and 30 key stakeholders, as well as coordination with six city agencies including SF Recreation and Parks (park/plaza) and SF Department of Public Works (streetscape).

Don Biddle (Dublin Crossings) Community Park Master Plan, Dublin: SWA developed a master plan for a new 30-acre park, adjacent to the Iron Horse Trail. The project included an extensive community process. in addition to the internal design team and City of Dublin staff, SWA worked with a community task force of 25-30 members to identify the recreational needs of the overall Dublin community who will be served by the park.

Iron Horse Trail, Park, & Open Space Master Plan, Dublin: SWA designed and developed a master plan for a new 19-acre restoration ecology park for the City of Dublin. The City wanted to create the park out of vacant land in a utility corridor. While this effort was supported by the larger community, a vocal group of adjacent landowners had blocked previous efforts. Our team worked as mediators, finding a balance of landscape buffers and program that supported the City's goals and the neighbors' concerns. We were able to turn the protests into conversations between neighbors, moderated by the design team. This park masterplan was unanimously approved by the city council and moved into environmental review.



Virtual, reral-time engagement tools in action during a community town hall for **Harvey Milk Memorial Plaza** project in San Francisco

Don Biddle (Dublin Crossings) Community Park, Dublin, CA
Above: outreach activities
Below: renderings of the park

Working with the City

Our internal team's workflow is rooted in a transparent chain of command and a defined set of responsibilities. Principals are directly engaged in each phase, from initial research to design and outreach, ensuring robust and ongoing dialogue with City staff and all stakeholders. Their presence in meetings, workshops, and charrettes facilitates timely responses to critical issues and fosters a professional, cooperative atmosphere.

Regarding on-call contract management, **Travis Theobald** (Project Manager) and **Sofia Mingo** (Job Captain) will be the primary contacts for the City. Project Managers serve as the primary coordinators between the City, stakeholders, and the SWA team. They ensure that deliverables meet our high standards and align with the City's objectives, always considering each project site's social and environmental nuance. Working alongside the Principals and design staff, they synthesize contextually relevant designs that are responsive to community and stakeholder input.

Resolving Issues: Principal in Charge, **Rene Bihan** is ultimately responsible for ensuring successful project delivery. Should there be a problem identified by the City and/or other applicable constituents, Rene is to be contacted within our organization. Additionally, the PM and primary point of contact for the on-call project in question will also be part of the conversation to resolve said issue. Problems will be addressed immediately and/or in a timely and professional manner.

Cost and Schedule Control: SWA maintains an internal system of checks and balances to insure the quality of finished products and to ensure that client expectations are met at every phase of a project – from concept to punch list. Every project is assigned a Principal-in-Charge whose primary responsibility is to provide overall leadership and experience. SWA takes quality seriously and to that end, assures the commitment of the Principal-in-Charge throughout the entire duration of the contract. To that extent, clients tell us that when they hire SWA, they are not just getting one principal, but 40 of them. This speaks directly to how SWA shares resources and knowledge to the benefit of the overall quality, thoroughness, and control of the process and documentation.

Why SWA

Our firm has had the pleasure to call the City of Dublin our client on three park projects: Jordan Ranch Square, Dublin Crossings Community Park Master Plan (now Don Biddle), and Iron Horse Trail Park and Open Space Master Plan. This experience and these projects exemplified the engagement and excitement that can occur when clients not only bring challenges to the table, but are also sitting there with you at that same table, working together towards a goal that is ultimately shared by everyone in the community. This was our experience working with the City and its community, and it has certainly been some of our most enjoyable and rewarding collaborations that we have had to date. We hope to build upon the relationships we've developed and the work that we have done with the City.

SWA offers:

A Collaborative Experience – We have developed a strong record of working with premier clients, architects, and engineers from around the globe. We are known for being team players, consensus builders, and will be able to bring a fun, creative, and well-managed team to the table.

Ability to Execute - SWA has the creative talent, resources, and experience with successfully built projects to provide a design experience that is shared, pragmatic, efficient, and energetic.

A strong team with experience working together on similar projects

Finally, we are a studio-based organization with 60 years of creativity. We design in groups believing that the best ideas are the result of collaboration, research, and respect; thus, the workshop process is a part of our DNA. We design with respect for the varying views of others, an eye towards innovation, and a search for solutions. We approach all problems with the same passion, devoid of preconceived notions. As a result, our solutions are built upon the strength of place and the community it supports.

Firm Role: JV Prime with MEI Architects

Size: Park scope: 70,000 SF; Streetscape scope: 150,000 SF

Scope + Time Period: Master planning, Community Outreach, Concept Design (2017-2019); Full landscape architectural services (started 2020 - ongoing)

Reference: Noah Z. Levy, RA, Project Manager, Capital & Planning Division
San Francisco Recreation and Park Department, City & County of San Francisco
(628) 652-6633; noah.levy@sfgov.org

Portsmouth Square

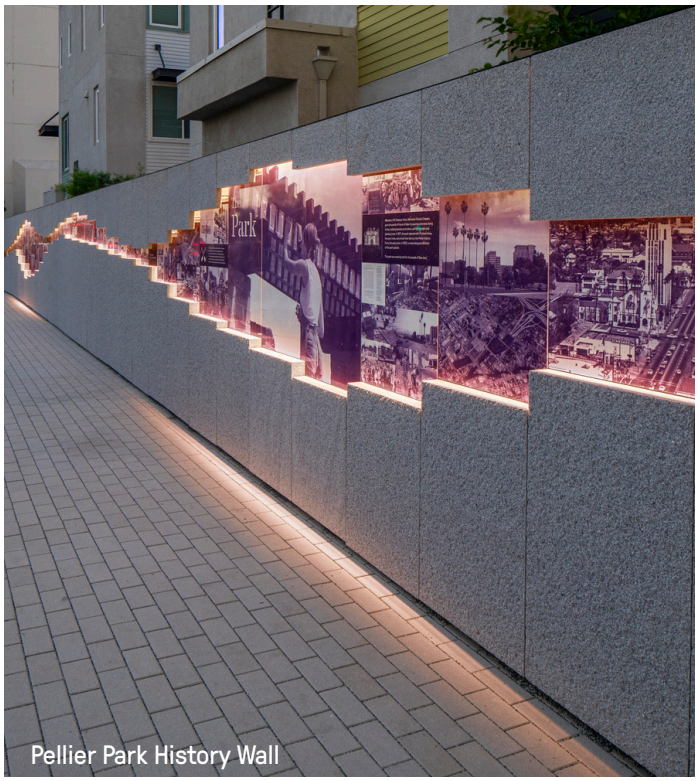
SAN FRANCISCO, CALIFORNIA

Portsmouth Square is the heart of Chinatown San Francisco, the main civic park for all community festivals and events as well as an important day-to-day 'outdoor living room' for the community. Centered in the densest community in the U.S. west of the Hudson River, the park plays a critical role for the health and well-being of the local residents, over 40% of whom live in single room occupancy units. Since being established as Yerba Buena's first public space in 1833, Portsmouth Square has undergone many iterations culminating with the building of an underground parking garage with an RHAA-designed park on top in the 1970s.

SWA has been involved since 2016 when we embarked on a year-long community participatory planning process to envision this park for the next generation. The process was structured around five large public workshops, working with approximately 20 community groups and 30 key stakeholders, and coordination with six city agencies.

After four years of design, the project is currently out for bid with Travis Theobald leading the effort.

Pellier Park Aerial


Pellier Park History Wall

Bassett Park Rendering

Firm Role: Prime Landscape Architect

Scope and Timeline: Community Outreach, Master Planning, Conceptual Design (2018- 2019), CD-CO (2019-2023), Pellier Park Opened 10/2023

Reference: Vanessa Lindores, City of San José Parks, Recreation, and Neighborhood Services City Hall, 9th Floor, 200 East Santa Clara Street San Jose CA, 95113
(408) 535-8392; vanessa.lindores@sanjoseca.gov

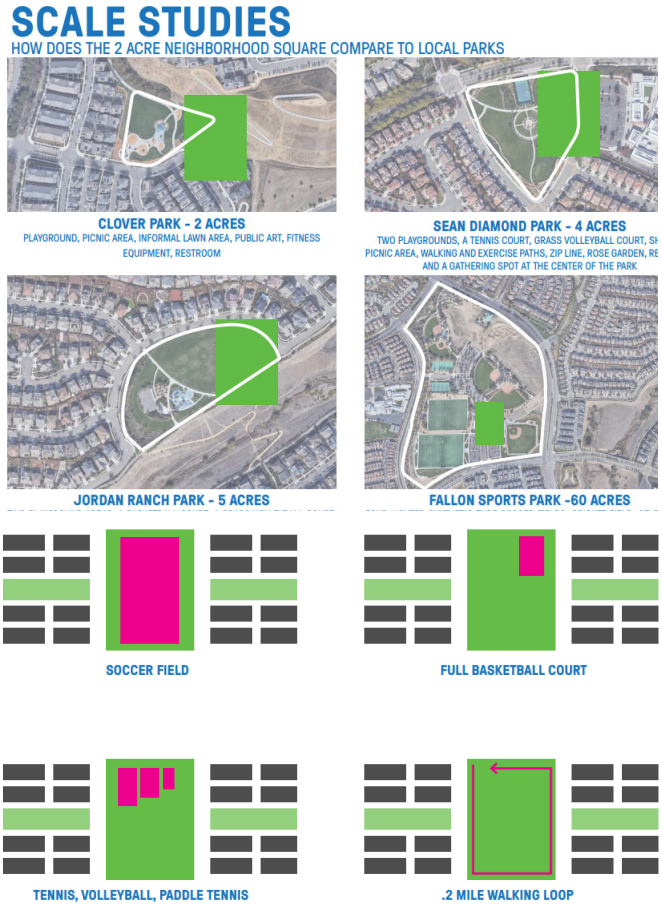
City of San José North San Pedro Parks

SAN JOSE, CALIFORNIA

As part of an on-call contract with the City of San Jose's Parks, Recreation, and Neighborhood Services (PRNS) Department, SWA is leading the planning, design, and implementation of a series of three parks in the rapidly densifying North San Pedro neighborhood, where almost 3,000 new residential units are planned for completion in the coming years. An extensive community outreach process was conducted for all three parks separately, incorporating an integrated art program that is unique to each site.

North San Pedro Park, Bassett Park, and Pellier Park each have a unique identity and provide different amenities. Collectively, they will provide the neighborhood with a cohesive quality with similar materials, wayfinding, and walkability.

SWA continues to work closely with PRNS as well as the Public Works Department to prepare construction documentation for the parks, overseeing a large team of sub consultants. Pellier Park was the first park completed in fall 2023, with the other two parks soon to break ground.



SWA worked with the Jordan Ranch community to ensure that the public space reflected input from existing and new residents.

Firm Role: Prime Landscape Architect

Client: City of Dublin

Size: 2 acres

Scope: Community Outreach, Full landscape architectural services

Timeline: 2022 - ongoing

Reference: Rosemary Alex, City of Dublin
100 Civic Plaza, Dublin, CA 94568
(925) 833-6646;
rosemary.alex@dublin.ca.gov

Jordan Ranch Neighborhood Square

DUBLIN, CALIFORNIA

As part of our on-call contract with the City of Dublin, SWA is designing a 2-acre park located within the Jordan Ranch Development which will become a central open space for the area and a playful gathering space for all.

The concept design was selected based on input from residents collected through an initial online survey, a virtual community meeting in June, and an on-site meeting in August. This feedback was used to prepare three conceptual design alternatives which was further refined by the community at another in-person community meeting.

This project is currently under construction.

Lead Consultant

SWA will serve as the prime consultant and will work with the City of Dublin and our subconsultants as we manage process and deliverables. Our team is experienced with working with the community and public agencies on the planning and design of public spaces and offers a deep bench strength to deliver the core services needed for design and implementation of the City's on-call park projects.

Sub-Consultants

Task order assignments requiring services not provided by SWA in-house will be outsourced to one or more of the following disciplines identified in the organization chart and/or in the list of potential subconsultant firms. With a focus on delivering tailored solutions, our subs bring expertise in various disciplines to support the range of projects on this on-call. While consultants will ultimately be determined on a project-by-project basis, we have included a few of our regular teaming partners for the City's reference. These listed subconsultants stand ready to contribute effectively to any project, bringing value through their specialized knowledge and dedication to client success.

DUBLIN
CALIFORNIA

SWA
Project Management
Landscape Architecture

Rene Bihan, FASLA
Managing Principal
PRINCIPAL IN CHARGE

Travis Theobald, RLA
Associate Principal
PROJECT MANAGER + TECHNICAL LEAD

Sofia Mingo
Designer
JOB CAPTAIN

Phi Diep
Designer
PROJECT DESIGNER

Typical Services to be Subcontracted out

Architecture	Civil/Survey
Cost Estimating	Geotech
Irrigation	Lighting
Signage/Wayfinding	Structural
Pools/Fountains/ Water Features	Environmental/ Bay-Friendly (ReSCAPE)
Biologist/ Arborist/ Horticulturalist	Mechanical Electrical Plumbing (MEP)

Potential teaming partners (others to be determined):

- **BKF** (Civil/survey) I Walnut Creek
- **HLB** (Lighting) I San Francisco
- **Vektor** (Electrical) I San Ramon
- **RMA** (Irrigation) I Walnut Creek
- **PASE** (Structural) I San Jose
- **Aquatic Design Group** (Pool/Water Features) I Carlsbad
- **Clearstory** (Signage/Wayfinding) I San Francisco
- **HortScience** (Horticulture/Urban Forestry) I Berkeley
- **Trees, Bugs, Dirt** (Ecology/Pest Management)
- **ENGEO** (Geotech) I San Ramon

René Bihan, FASLA MANAGING PRINCIPAL, SWA SF

PRINCIPAL IN CHARGE

René is the Managing Principal of SWA's San Francisco office, where his expertise and leadership have been instrumental in the growth and success of the team. As Principal in Charge on this on-call team, René will provide strategic guidance and oversight, ensuring that project goals align with client objectives while maintaining the highest standards of design excellence. He will provide oversight and be present for key meetings with the City as well as workshops and charrettes. Rene will keep the team's focus on the big picture, with a sensitivity to the experiential, social, and functional context of each project. His role includes offering mentorship to team members, facilitating collaborative problem-solving, and leveraging his extensive experience to navigate complex challenges.

Travis Theobald, RLA ASSOCIATE PRINCIPAL, SWA

PROJECT MANAGER + TECHNICAL LEAD/PRIMARY CONTACT

As Project Manager and Technical Lead, Travis will be SWA's primary contact responsible for committing SWA's resources from inception through completion. Travis will maintain a strong dialogue with the City to address critical issues in a timely and professional manner. He will interface with the City and team to ensure that communication flow occurs regularly, that issues are raised and resolved, and that decisions are made to facilitate the project schedule. In his role as Technical Lead, Travis will advise, review, and provide assistance to staff on construction drawings and in the field. Travis understands how to bridge the gap between design and construction, ensuring that ideas on paper are beautifully executed in the ground, as well as an exceptional understanding of the technical complexity of a package and the schedule.

Sofia Mingo DESIGNER, SWA

JOB CAPTAIN

Sofia brings her rigorous design and administration skills as Job Captain working closely with Travis on project-focused efforts. With Travis, she is responsible for coordination between the City of Dublin, stakeholders, and other agencies, and for ensuring that all of the packages meet SWA's high standard of quality. Sofia will also work with Travis to develop contextually relevant designs and help to synthesize design options. A native of Chile, Sofia also brings Spanish translation capabilities to all public communications and outreach. Sofia is particularly well-versed in production tools including REVIT and other drafting and 3D rendering studies that will help to illustrate the design intent of each project, a critical piece of all engagement efforts.

Phi Diep DESIGNER, SWA

STAFF DESIGNER

Phi is a California native and a graduate from UC Berkeley's landscape architecture program. She is passionate about sustainable design that works with and for communities. Phi has experience on a range of projects, from small-scale plazas and parks in the Bay Area, to larger-scale planning projects abroad. In addition to her design capabilities, Phi brings native Vietnamese language skills to the team.

2.0 PROPOSED PROJECT BUDGET

Canvas Park, Ontario, CA

2.1 Hourly Rate Schedule

We are sharing hourly rates for SWA's proposed team as well as a snapshot of rates from a selected group of preferred subconsultants with whom we have previously worked.

This is a limited view for reference only and by no means includes all potential disciplines. All staffing will be determined on a project-by-project basis.

FIRM	Team Member &/OR Staff Classification	Billing Rate
SWA - Prime/LA	Rene Bihan, Managing Principal	$341
SWA	Travis Theobald, Associate Principal	$216
SWA	Sofia Mingo, Job Captain	$138
SWA	Phi Diep, Staff Designer	$113
BKF - Civil/Survey	Principal in Charge (Project Management)	$317
BKF	Project Manager | Technical Manager (PM)	$273
BKF	Engineering Manager | Surveying Manager | Planning Manager (PM)	$251
BKF	Senior Project Engineer | Senior Project Surveyor | Senior Project Planner (Technical)	$233
BKF	Design Engineer | Staff Surveyor | Staff Planner (Technical)	$179
BKF	Drafter I, II, III, IV (Technical)	$133-$175
Clearstory - Signage/Wayfinding	Principal	$235
Clearstory	Justin Lawrence, Project Manager	$200
HLB - Lighting	Brandon Thrasher, Senior Principal	$365
HLB	Andrew Moore, Associate Director	$285
Peoples Associates (PASE) - Structural	Dave Lo, Principal	$265
PASE	Drew Kimball, Project Lead and Project Manager	$225
PASE	Project Manager 1	$195
PASE	Senior Project Engineer 3	$215
Russ Mitchell (RMA) - Irrigation	Chris Mitchell, Principal	$200
RMA	Project Manager	$175
RMA	Design Assistant	$150
Vektor Engineering (Electrical)	Electrical Engineer	$235
Vektor	Electrical Designer	$207
Vektor	BIM Technician	$180
Vektor	Project Coordinator	$138

3.0 EXCEPTIONS

Rancho San Ramon Park, San Ramon, CA

1.2 Standard of Performance	**1.2** **Standard of Performance.** Consultant 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 Consultant is engaged.~~consistent with the professional skill and care ordinarily provided by members of the subject profession practicing in the same or similar locality under the same or similar circumstances.
Section 4. Insurance Requirements	employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance as specified herein~~satisfactory in all respects~~, and that such insurance is in effect prior to beginning work.
4.2.1. General Requirements	Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for vehicles used in performance of ~~risks associated with~~ the work contemplated by this Agreement. If a Commercial General Liability Insurance
4.3.1. General Requirements	not less than $2,000,000 covering the licensed professionals' negligent acts, errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.
4.3.2. Claims-Made Limitations	~~d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.~~
4.4.2. Verification of Coverage	**4.4.2** **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements specified herein~~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 Consultant beginning work, it shall not waive the Consultant's obligation to provide them. ~~The City reserves the right to require complete copies of all required insurance policies at any time.~~
4.4.3. Deductibles and Self-Insured Retentions	such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers as Additional Insureds~~; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses~~.
4.4.4. Wasting Policies	**4.4.4** **Wasting Policies.** No policy except Professional Liability, required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
SECTION 5. Indemnification and Consultant's Responsibilities	With respect to those claims arising from the performance of professional design services and any negligent acts or ~~professional~~ errors or omissions, Consultant shall ~~defend,~~ indemnify and hold harmless, but shall have no obligation to provide an immediate duty to defend unless such defense is afforded by Consult's applicable insurance, the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant~~, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.~~. With respect to defense obligations for claims arising out of the negligent acts errors or omissions of Consultant's performance of design professional services, in the event a duty to defend is not afforded by Consultant's insurance , Consultant's obligation shall be to reimburse the City for reasonable defense costs (including attorney's fees and other legal expenses) in proportion to Consultant's fault, as determined by a court or forum of competent jurisdiction,
9.1. Records Created as Part of Consultant's Performance	covered hereunder shall, contingent on the payment of all Consultant's undisputed fees, be the property of the City. Consultant hereby agrees to deliver

4.0 APPENDICES

Ricardo Lara Park, Lynwood, CA

Rene Bihan, FASLA
Managing Principal

swa

Role: **Principal in Charge**

René is an accomplished Landscape Architect, Urban Designer and educator interested in issues of urbanism and landscape design, and their symbiotic relationship to urban cities. René is a board member for The Cultural Landscape Foundation and an active member of the Bay Area's architecture and design community; he has been a Commissioner for the San Francisco Arts Commission, sat on the Civic Design Review Panel and has been a member of the Better Streets Advisory Committee.

Education

Master of Landscape Architecture, Harvard University Graduate School of Design

Bachelor of Landscape Architecture, California State Polytechnic University

Registration

Registered Landscape Architect: CA

Professional Activities

Board Member, The Cultural Landscape Foundation, current

Lamda Alpha, Member

San Francisco Better Street Master Plan Community Advisory Committee

San Francisco Arts Commissioner, Civic Design Review

Speaking

San Francisco Bay Area Planning and Urban Research Association (SPUR) - Design & Development presentation, July 2023

National ASLA Panelist: Inside the Studio, 2017

ASLA NCC - NorCal ASLA Guest Speaker, Marketing Design Services for a Millennial Generation, 2016

ASLA - National ASLA Speaking Panelist, Workplace Development in Silicon Valley, 2015

Cal Poly San Luis Obispo, Guest Speaker, Smackdown Design-San Francisco and Warriors Stadium, 2015

Selected Project Experience

- **Iron Horse Park and Open Space, Dublin, California**
  Principal for a 19 acre park master plan following a segment of the Iron Horse Trail on a site that was once a railroad corridor. The project involves an extensive community participation process including a community site walk, a community charrette, meetings with public agencies, and online and in person surveying of public opinion.
- **Dublin Crossings/Don Biddle Park, Dublin, California**
  Principal in Charge overseeing masterplanning for a new 30 acre community park.
- **Charleston Park, Mountain View, California**
  Project team member for a five-acre public park was developed in conjunction with the adjoining 20-acre SGI Campus, now the Google Corporate HQ. The project was awarded an ASLA Centennial Medallion in 2000, as one of the most significant landscapes of the century.
- **Atherton Civic Center, Atherton, California**
  Principal overseeing landscape design for the new Atherton Civic Center integrates the new architecture into the wider Atherton community though a strolling garden approach to site circulation.
- **Jack London Square, Oakland, California**
  Principal overseeing the transformation of a former working-waterfront into six square blocks of offices, shops, cafes, and boat marinas, creating an engaging plaza/greenspace. The public space design connects Jack London's varied uses with large plazas, linear spaces and visual elements. The plan extends the city to the waterfront by creating public waterfront spaces which can support a variety of programmatic uses.
- **North San Pedro Parks, San Jose, California**
  Principal in Charge overseeing masterplanning and design of three neighborhood parks: Pellier, North San Pedro, and Bassett. While each of the parks has a distinct character, they all relate strongly to their historical and physical context.
- **Fremont Civic Center Master Plan, Fremont, California**
  Principal for a masterplanning project whose aim is to centralize the many city government buildings in the surrounding areas by consolidating them onto a highly functional landmark site.

Travis Theobald, RLA
Associate Principal

swa

Role: Project Manager & Technical Lead

Travis has over 20 years of experience in retail, commercial, residential, corporate, institutional, resort, and entertainment landscape design. His primary responsibility today encompass construction observation and design control. His adaptability to different project environments and teams allows him to help resolved constructability issues in the field that strengthen the design concepts while providing solutions that keep construction moving forward. Travis will be both Project Manager and Technical Lead to the City, offering advice, review, and assistance to staff. He understands how to bridge the gap between design and construction, ensuring that ideas on paper are beautifully executed in the ground, as well as an exceptional understanding of the technical complexity of a package and the schedule.

Education

Bachelor of Landscape Architecture, 2002, California Polytechnic State University, San Luis Obispo

Registration

Registered Landscape Architect: CA

Professional Activities

Business Member, SPUR

Selected Awards

2019: NorCal ASLA Merit Award - San Jose Environmental Innovation Center

2019: NorCal ASLA Merit Award - University of Chicago Booth School Of Business

2014: The Inaugural Julia Morgan Award, New Construction, Renovations & Additions - Stanford University John A. & Cynthia Fry Gunn Building (SIEPR)

2013: ASLA Texas Chapter Honor Award, Tarrant County College

2011: Forbes Four-Star Award, Rosewood Sand Hill Hotel and Office Development

2010: California Landscaping Magazine, Herb Frank Memorial Trophy Award, Rosewood Sand Hill Hotel and Office Development

Selected Project Experience

- **Jordan Neighborhood Square, Dublin, California**
  Project Manager and Technical Lead for a new 2-acre neighborhood park. Project was distributed under SWA's on-call contract with the city.
- **San Jose On-Call (North San Pedro Parks), San Jose, California**
  Technical lead for the masterplanning and design of three neighborhood parks: Pellier, North San Pedro, and Bassett. While each of the parks has a distinct character, they all relate strongly to their historical and physical context.
- **Rancho San Ramon Park, San Ramon, California**
  Project Manager working closely with the City of San Ramon and the County Parks Commission to develop a community park that met the existing and future residents needs.
- **Portsmouth Square, San Francisco, California**
  Project Manager and Technical Lead overseeing full landscape architectural design services for the main civic park in SF Chinatown.
- **Fremont Civic Center, Fremont, California**
  Technical lead for the public spaces Fremont Civic Plaza and Downtown Event Center address the need for public space in a densely developing area with strip malls and wide roads.
- **Chase Center, San Francisco, California**
  Technical lead for the multifaceted landscape design that unifies all the activites that the arena offers through connected plazas and utilizes California native flora for water conservation and filtration.
- **River Islands Vega Park, Lathrop, California**
  Landscape design for a new residential development in the Central Valley. Amenities include streetscapes, waterfronts, park/trail systems, gateway elements for various districts and neighborhoods, and design guidelines that will set the tone for this and future phases of residential development.

Sofia Mingo
Designer

swa

Role: Job Captain

Sofia's upbringing in Santiago, Chile ignited her fascination with the city's geographical wonders. Surrounded by the majestic Andes, she realized the significance of providing access to such natural beauty for creating a more equitable and sustainable urban environment. This realization steered her architectural studies towards urban infrastructure design tailored to foster accessibility and environmental stewardship. Sofia brings an architectural background of technical design and modeling skills and is experienced in contemporary production processes with programs including Revit. Her experience includes developing master plans for urbanizations and parks, with a strong emphasis on responsible planning and conservation. Sofia's expertise extends beyond architectural design to encompass on-site analysis, construction management, pricing, and supervision. She has successfully coordinated construction projects in various cities across California and Chile, including remote areas like Patagonia. Sofia excels in communicating with diverse professionals and efficiently solving on-site construction challenges.

Education

Masters Degree in Theory of Architecture at Pontificia Universidad Catolica in Chile

Bachelor of Architecture at Pontificia Universidad Catolica in Chile

Selected Project Experience

- **Harvey Milk Plaza, San Francisco**
  SWA is leading the redesign of the transit station and plaza that celebrates the life and legacy of Harvey Milk. Public feedback collected since 2017 has been incorporated into the new design, reflecting the community's desire for an unconventional and inclusive process to see that Milk's qualities and legacy remain front-and-center.
- **1455 Market Roof Deck, San Francisco**
  Project Designer for renovation to transform office roof deck into a dynamic social space that leaves ample room for collaboration and workplace flexibility. The roof deck will soon offer a variety of programs: space for all-hands meetings, social lounges, quiet work nooks, outdoor dining, and active courts.
- **Sony Interactive Center, San Jose**
- **John Madden Football Center, California Polytechnic State University, San Luis Obispo**
- **Student Housing Project, California Polytechnic State University, San Luis Obispo**
- **Montage Wadi Safar Hotel, Riyadh, Saudi Arabia**
- **Como Residences, Dubai, UAE**
- **Metropolitan Regional Plan for Manquehue, Santiago, Chile***
- **Parrque Pumalal, Temuco, Chile***
- **Parque Bahia Esperanza Park, Patagonia, Chile***
- **Aguas Claras Masterplan, Santiago, Chile***
- **Parque Patagonia, Patagonia, Chile***

*with previous firm

Phi Diep
Designer

swa

Role: Designer

Phi is a California native and a graduate from UC Berkeley's landscape architecture program. She is passionate about sustainable design that works with and for communities. Phi has experience on a range of projects, from small-scale plazas and parks in the Bay Area, to larger-scale planning projects abroad.

Education

Bachelor of Landscape Architecture, 2021, University of California, Berkeley

Minor in Sustainable Design

Selected Project Experience

- **North San Pedro Parks, San Jose, California**
  Project Designer for the masterplanning and design of three neighborhood parks: Pellier, North San Pedro, and Bassett.
- **Alisal District Streetscape Master Plan, Salinas, California**
  Designer. Enhancing mobility, canopy cover, connectivity, and community in a culturally rich neighborhood in Salinas. We developed streetscape master plan concepts for each of the four primary corridors in the Alisal district, reflecting the community's identity and priorities, as well as position.
- **350 Ellis St. Mountain View, California**
  Designer. Located in the heart of Silicon Valley, 350 Ellis is a renovation project aiming to bring new life to a corporate campus in the post-pandemic era. Driven by the guiding principles of flexibility, collaboration, movement, and nature, the new design is developing on the existing fabric and creating more human-scaled spaces for an outdoor working environment.
- **St. Mary's College Library, Moraga, California**
  Designer. Reimagining an historic library as the center of a vibrant academic landscape. The project had to be uniquely and delicately designed without standing out significantly from the rest of the campus while also being budget-conscious.
- **100 Altair, San Jose, CA**
- **2585 East Bayshore, East Palo Alto, CA**
- **500 Ellis, Mountain View, CA**
- **530 University & 525 Lytton, Palo Alto, CA**
- **Boca Chica Full Services Ph 1, Boca Chica, TX**
- **Cal Poly Student Housing, San Luis Obispo, CA**
- **Double Fish Exhibition Center, Zhangzhou, China**
- **Gilroy Retail Master Plan, Gilroy, CA**
- **Hercules Community Entitlements, Hercules, CA**
- **Hanoi Ba Vi Resort, Hanoi, Vietnam**

ERIC GIROD, PE, LEED AP

PRINCIPAL | CIVIL ENGINEER

Eric's principal management approach is grounded on clear communication and hands-on involvement. He strives to gain a thorough understanding of a project's needs and goals from the onset, which frames the process for delivering projects. Combining these objectives with the specific project issues, constraints, and opportunities, Eric forms a work plan to guide the design effort. He coordinates this work plan with other consultants, agencies, and special interests to provide a systematic design solution. With a critical eye on scope, schedule, and budget, Eric manages his projects to meet his clients' goals and expectations.

Eric has successfully managed a comprehensive portfolio of land development projects for public and private clients that range from large master planned mixed-use redevelopment, to regional infrastructure, to spark and recreational areas.

EDUCATION

B.S., Civil Engineering, Santa Clara University

REGISTRATION

Professional Civil Engineer, CA No. 59903

AFFILIATIONS

LEED Accredited Professional, U.S. Green Building Council

American Society of Civil Engineers

YEARS OF EXPERIENCE

28 years, 27 with BKF

SELECT PROJECT EXPERIENCE

City of Hayward
Bidwell Park Hayward
Hayward

City of Hayward
Hayward 238 Entitlement Study
Hayward

YMCA Child Care Center
Hayward

City of Dublin
Dublin Historic Park
Dublin

City of Dublin
Cultural Arts Center
Dublin

City of Dublin
Golden Gate Drive Streetscape
Dublin

City of Dublin
St. Patrick Way Mapping
Dublin

YMCA
Mission Boulevard Hayward YMCA
Hayward

City of Livermore
Livermorium Park
Livermore

East Bay Regional Parks District
Shadow Cliffs
Livermore

Livermore Valley Tennis Club
Livermore

City of Livermore
Livermore Flagpole Plaza
Livermore

Orinda Country Club
Club Improvements
Orinda

City of Oakley
Recreation Center Project
Oakley

YMCA
Pleasant Hill YMCA
Pleasant Hill

City of Piedmont
Blair Park Improvements
Piedmont

Justin Lawrance

Project Manager

clearstory WAYFINDING + PLACEMAKING

EDUCATION

BFA, Graphic Design, Florida State University

PROFESSIONAL ORGANIZATIONS

Society for Experiential Graphic Design (SEGD)

PROFILE AND RESPONSIBILITIES

Justin's work reflects both his keen creativity and his deep knowledge of fabrication techniques. He pushes boundaries while staying grounded in the reality of production and budgets. Inspired by human-scaled design, Justin deciphers what makes a space relatable, which informs his design process and helps him create effortless and beautiful results for clients.

By listening closely to the client, Justin is able to distill the most important aspects of a project scope, and add elements the client might not have considered. His approachable and conscientious nature are key ingredients in his successful client and team relationships.

RELEVANT PROJECTS

- Blue Greenway Southern Waterfront Open Space System Sign Program; San Francisco, CA
- Elk Grove Civic Center; Elk Grove, CA
- Heron's Head Park Signage and Interpretive Program; San Francisco, CA
- India Basin Shoreline Park Signage and Interpretive Program; San Francisco, CA
- Mission Rock Street and Parks Signage Master Plan; San Francisco, CA
- The Presidio Wayfinding Master Plan & Standards; San Francisco, CA
- The Presidio Interpretive Wayside Program; San Francisco, CA
- The Presidio Trail Signage Program; San Francisco, CA
- The Presidio Vehicular Signage Program; San Francisco, CA
- The Presidio Tunnel Tops; San Francisco, CA

Brandon Thrasher

DESIGN IALD, MIES, LEED AP | SENIOR PRINCIPAL

Brandon's career has spanned the breadth of the lighting industry, giving him holistic design expertise that enables seamless cross-discipline collaboration. As Managing Senior Principal of HLB's San Francisco studio, Brandon's dedication to design excellence ensures the delivery of transformative lighting solutions. Brandon has been awarded numerous industry awards and, in 2018, was recognized as a recipient of Lighting Magazine's 40 Under 40 award.

Professional Affiliations

USGBC,
LEED AP

International Association of Lighting Designers, Design Member

Illuminating Engineering Society of North America, Member

Education

University of Wisconsin-Madison Master of Fine Arts, Lighting Design

Northwest Missouri State University Bachelor of Science, Technical Theater

Select Projects

The Parks at 5M
San Francisco, California, United States of America
Cliff Lowe Associates, !melk
0.6 acres | 2,428 sq.m., $20M

Salesforce Park
San Francisco, California, United States of America
PWP Landscape Architecture
5.4 acres | 21,850 sq.m., $2.26 B, LEED Gold Certified

Alameda Point Waterfront Park
Alameda, California, United States of America
April Philips Design Works
3 acres | 12,140 sq.m.

Ashland Commons
Ashland, California, United States of America
WRT
0.88 acres | 3,561 sq.m., $6 M

Gateway Crossings Neighborhood Park
Santa Clara, California, United States of America
Petersen Studio
2 acres | 8,093 sq.m.

Japantown Peace Plaza
San Francisco, California, United States of America
San Francisco Department of Public Works
60,000 sq.ft. | 5,500 s.q.m., $13.25 M

Memorial at Harvey Milk Plaza
San Francisco, California, United States of America
San Francisco Department of Public Works

Andrew Moore

CLD, IALD, MIES, LEED AP BD+C
ASSOCIATE DIRECTOR

With a passion for creating immersive experiences through light, Andrew studied Drama and Entertainment Technology at Carnegie Mellon University where he developed skills in lighting design and themed entertainment. His ability to craft creative and sustainable lighting solutions has resulted in cutting-edge designs for projects across several market sectors including life sciences, higher education, corporate, entertainment, hospitality, multifamily, and transportation.

Professional Affiliations

Certified Lighting Designer

USGBC,
LEED AP BD+C

International Association of Lighting Designers, Professional Member

Illuminating Engineering Society of North America, Member

Education

Carnegie Mellon University
Bachelor of Arts in Fine Arts, Drama (Lighting Design Option)

Carnegie Mellon University
Master of Entertainment Technology

Select Projects

The Parks at 5M
San Francisco, California, United States of America
Cliff Lowe Associates, !melk
0.6 acres | 2,428 sq.m., $20M

Salesforce Park
San Francisco, California, United States of America
PWP Landscape Architecture
5.4 acres | 21,850 sq.m., $2.26 B, LEED Gold Certified

Alameda Point Waterfront Park
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April Philips Design Works
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Ashland, California, United States of America
WRT
0.88 acres | 3,561 sq.m., $6 M

Gateway Crossings Neighborhood Park
Santa Clara, California, United States of America
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2 acres | 8,093 sq.m.

Japantown Peace Plaza
San Francisco, California, United States of America
San Francisco Department of Public Works
60,000 sq.ft. | 5,500 s.q.m., $13.25 M

Memorial at Harvey Milk Plaza
San Francisco, California, United States of America
San Francisco Department of Public Works

PASE

DAVE Y. LO, S.E.

Principal

Dave is a professional Structural Engineer with over twenty years of design experience. He has worked on numerous projects of all types ranging from landscape structures for parks and public spaces to complex, multi-story residential buildings, and is experienced with a wide variety of lateral and vertical load systems for wood, concrete, steel, and masonry construction. Mr. Lo was project manager for Crescent Village, a residential community in North San Jose which included an award winning 5-acre public park.

The variety and depth of Mr. Lo's experience gives him an intimate understanding of the relationship between effective structural detailing and efficient construction practices.

This knowledge allows Mr. Lo to work with the Design Team to develop more cost-effective structural drawings by not only using proven, constructable details, but also by suggesting minor changes to the design that would result in simpler, more cost-effective construction. Mr. Lo also brings is depth of experience to working with various cities and their agencies throughout the San Francisco Bay Area.

Mr. Lo incorporates this depth of understanding into his work process for every project he is involved with at Peoples Associates.

Registrations

Structural Engineer, California License S5589
Civil Engineer, California License C71170

Education

Master of Science, Structural Engineering
University of Philippines (Units)

Bachelor of Science, Civil Engineering
Mapua Institute of Technology, Philippines

Bachelor of Science, Environmental and Sanitary Engineering
Mapua Institute of Technology, Philippines (Units)

Professional Affiliations

American Society of Civil Engineers

Selected Experience

Crescent Village a mixed-use community plus 5-acre public park in North San Jose, CA

Santa Clara Square a mixed-use community with private landscape features and a public park, Santa Clara, CA

River View Apartments & Park part of the team that built a mixed-use community and public park in North San Jose, CA

Monticello Village mixed-use community with private landscape features in Santa Clara

PASE

DREW KIMBALL, P.E.

Project Manager

Drew is a project manager that brings a proactive, personable experience to each project and design team he works with. Since starting at Peoples Associates over 15 years ago, he has designed many different projects for a wide variety of clients throughout the Bay Area.

Mr. Kimball's project experience ranges from public parks in partnership with developers throughout the San Francisco Bay Area to large mixed-use affordable housing projects with landscape structures included in the common spaces. He has experience working with various cities and agencies throughout the area. Mr. Kimball was involved in the design of the recently completed Alameda Waterfront Park in collaboration with the City of Alameda and the developer that had to consider the impacts of future higher sea levels.

Mr. Kimball's attention to detail has been honed from the depth and variety of projects he has worked on. He holds a deep understanding of the many structural design options available for each project. By bringing this depth of understanding to his projects, he assists the Design Team in delivering an efficient, well-coordinated structure.

Registrations

Civil Engineer, California License C78188

Education

Master of Science, Structural Engineering
University of California San Diego

Bachelor of Science, Civil Engineering
San Jose State University

Selected Experience

Alameda Waterfront Park public park on the former Naval Air Station land with seating, bio-retention, stairs and light features, Alameda, CA

Pellier Park a partnership with the city of San Jose that is part of a three-park plan with seating, history wall, and lighting in San Jose, CA

350 Ellis a public private partnership with a publicly accessible café, trellis and seating area, Mountain View, CA

Sand Hill Commons a private outdoor area with trellis, seating, and retaining walls, Palo Alto, CA

Harvey Milk Plaza involved in the concept design of the revitalized meeting area in front of the Muni Station, San Francisco, CA

RMA
RUSSELL D. MITCHELL & ASSOCIATES, INC.

CHRIS MITCHELL
VICE PRESIDENT
IRRIGATION CONSULTANT

RUSSELL D. MITCHELL & ASSOCIATES, INC.
2760 Camino Diablo
Walnut Creek, CA 94597
T 925.939.3985
E cmitchell@rmairrigation.com

PROFESSIONAL EXPERIENCE
Russell D. Mitchell & Associates, Inc. 1994-Present

EDUCATION
B.S. Business Administration
San Francisco State, 2001

PROFESIONAL AFFILIATIONS
American Society of Irrigation Consultants (ASIC)
Professional Irrigation Consultant

AREAS OF EXPERTISE
- Recycled Water Design
- Golf Course Irrigation Design
- Construction Documents
- Construction Review
- Irrigation Master Planning for Planned Communities
- GPS Irrigation Mapping

LANGUAGES
- English
- Spanish

Chris Mitchell is a Bay Area native born and raised in Walnut Creek, California. Chris graduated from San Francisco State with a B.S. in Business Administration in 2001. Chris started working at RMA in the drafting department in 1994. Today, he is vice president of RMA and has successfully overseen the design and implementation of over 2,000 projects. This success over multiple decades shows his leadership, commitment, and passion for what he does. He manages numerous projects at one time in both the public and private sectors. Chris exceeds his client's expectations when it comes to their project needs, budget, and deadlines, all while adhering to a commitment of quality to each project he works on. His proficiency in Spanish allows him to communicate directly if needed while onsite with crew members. At RMA, he ensures that all projects are done efficiently and with excellence, which is why RMA has been thriving in the irrigation design industry for the past 52 years.

Chris's projects have spanned the globe, including Russia, Saudi Arabia, India, and several Asian countries, as well as across the United States. One of Chris's areas of focus is designing irrigation systems to utilize recycled water. He has worked directly with multiple cities and public utility agencies on the design and implementation of recycled water irrigation projects, as a way to most efficiently utilize water usage. Other design projects include numerous green roofs, rainwater collection for irrigation, and secondary treated recycled water systems.

To further Chris's integration into the irrigation industry, he became a member of the American Society of Irrigation Consultants (ASIC) in 2001. He is a former President of the ASIC Northern California chapter and served on the National Board of Directors.

When Chris is not working, he enjoys traveling the world with his family, skiing, and finding the Bay Area's best places for hamburgers.

REPRESENTATIVE PROJECTS

Resorts
- Kona Village
  Kona, HI
- The Summit Club
  Las Vegas, NV
- Makena Golf & Beach Club
  Maui, HI

Parks
- Golden Gate Park
  San Francisco, CA
- Heather Farms Park
  Walnut Creek, CA
- Oracle Park
  San Francisco, CA

Tech Campuses
- Meta West Campus
  Menlo Park, CA
- Googleplex
  Mountain View, CA
- Netflix
  Los Gatos, CA

Golf Courses
- Roundhill CC
  Alamo, CA
- Debell GC
  Burbank, CA
- Yocha Dehe GC
  Brooks, CA

Schools
- U.C. Berkeley
  Berkeley, CA
- College of Marin
  Kentfield, CA
- U.C. Davis
  Davis, CA

Master Planned Communities (HOA)
- Tesoro Viejo
  Madera County, CA
- Gale Ranch
  San Ramon, California
- Mountain House
  Mountain House, CA

RMA
RUSSELL D. MITCHELL & ASSOCIATES, INC.

JEFF BRADSHAW

PROJECT MANAGER
IRRIGATION CONSULTANT

RUSSELL D. MITCHELL & ASSOCIATES, INC.
2760 Camino Diablo
Walnut Creek, CA 94597
T 925.939.3985
E jbradshaw@rmairrigation.com

PROFESSIONAL EXPERIENCE

Russell D. Mitchell & Associates, Inc. Project Manager 2022-Present
Gates + Associates Landscape Architects, Irrigation Project Manager 1996-2021
Brookwater, Irrigation Consultant 1989-1996

EDUCATION

Irrigation Design Certificate, Polytechnic University, San Luis Obispo, CA 1995
A.A. Electronic-Mechanical Design Las Positas College,1992

CERTIFICATIONS

- Certified Irrigation Designer (CID) Irrigation Association
- Certified Landscape Irrigation Auditor (CLIA) Irrigation Association

PROFESIONAL AFFILIATIONS

American Society of Irrigation Consultants (ASIC)
Professional Irrigation Consultant
Member, Irrigation Association (IA)

Jeff Bradshaw has over three decades of experience in various aspects of irrigation consulting including design, plan review, design review, irrigation and water management, master planning, hydraulic calculation, project specifications, field observation, irrigation scheduling, water usage calculation and irrigation water auditing. He is a Professional member of the American Society of Irrigation Consultants and has served as Vice President and Secretary. He is also an Associate Member of the Irrigation Association, a certified Commercial Irrigation Designer and Certified Landscape Irrigation Auditor with the irrigation Association. Jeff's project experience includes irrigation design of commercial and industrial projects, residential communities, parks and athletic fields, large recreational facilities, and several major highway projects, many of which included the usage of reclaimed water.

REPRESENTATIVE PROJECTS

Parks

- Moraga Commons Park Irrigation Retrofit Design
  Moraga, CA
- Denali Park Irrigation Design
  Manteca, CA
- Ellis Ave Park Irrigation Design
  Tracy, CA
- Rengstorff Park Irrigation Retrofit Design
  Mountain View, CA
- Pickleweed Park Irrigation Retrofit Design
  San Rafael, CA
- Montague Park Irrigation Retrofit Design
  Santa Clara, CA
- Westwood Oaks Park Irrigation Retrofit Design
  Santa Clara, CA

Community Projects

- Capitola Community Center
  Capitola, CA
- Claremont Library
  Berkeley, CA
- Richmond Civic Center
  Richmond, CA
- Roosevelt Community Center
  San Jose, CA
- Oakley Community Center
  Oakley, CA

Residential Projects

- Ellis
  Tracy, CA
- Boulevard
  Dublin, CA
- Wallis Ranch
  Dublin, CA

Schools

- Las Positas College
  Livermore, CA
- Scott Lane Elementary
  Santa Clara, CA
- Bowditch Middle School
  Foster City, CA
- Hillsdale High School
  San Mateo, CA
- Burlingame High School
  Burlingame, CA
- Gunn High School Admin
  Palo Alto, CA
- Palo Alto High School
  Palo Alto, CA
- Twin Creeks Elementary
  San Ramon, CA
- Cardinal Newman High School
  Santa Rosa, CA
- Thornton Middle School
  Fremont, CA

On-Call Services

- DSRSD On-Call for Plan Check Review of Recycled Water Irrigation Systems
- Contra Costa County On-Call Plan Check and Inspection Services

RÉSUMÉ

Vektor Engineering & Consulting Services, Inc.

EXPERIENCE

14 years of experience as an Electrical Engineer in the Industrial, Commercial, and Residential sectors.

9 years of experience as a registered Professional Electrical Engineer in CA.

EDUCATION

California Polytechnic State University (Cal Poly), San Luis Obispo, Bachelor of Science in Electrical Engineering with focus on Power Systems, 2008

PROFESSIONAL REGISTRATION

CA Electrical Engineer E20491

California Board for Professional Engineers, Land Surveyors, and Geologists

2535 Capitol Oaks Drive
Suite 300
Sacramento, CA 95833

Sergey Korolev, P.E.
President, Electrical Engineer

Sergey is a licensed Electrical Engineer and Founder of Vektor Engineering and Consulting Services, Inc. with 14 years of engineering experience working on projects in the Light Industrial, Commercial, and Residential sectors. Sergey began his engineering career in heavy industry working in facilities around the SF Bay Area.

Sergey has extensive experience on capital projects, especially excels in collaborating with multidisciplinary team of Architects, Civil, Structural, and MEP engineers to provide the highest quality architectural, engineering and construction Services.

These projects include:

- Photovoltaic Design and Analysis
- Cogeneration Integration (Wastewater Treatment)
- Peer Review, Permit Assistance, and Constructability Study
- Power Distribution Design, Analysis, and Integration
- Exterior and Interior Lighting Design
- Short Circuit Calculations, Arc Flash and Coordination Studies
- Collaboration with Electric Utilities such as PG&E and SMUD

Sergey is committed to developing state-of-the-art design and engineering of electrical, electromechanical, control, communication, and fire and life safety systems for Industrial, Residential, and Commercial applications.

RELEVANT PROJECT EXPERIENCE

1. Esprit Park Electrical Infrastructure, Lighting, and PG&E Service Renovation – San Francisco, CA

2. Marshall Square Landscape Lighting and Electrical Infrastructure Renovations – Redwood, CA

3. Marin County Department of Public Works Veterans Memorial Parking Lot Electrical Infrastructure, Lighting, and EV Ready Parking Stalls – San Rafael, CA

Additional Sample Projects
SWA

Civic plan

Don Biddle Community Park

DUBLIN, CALIFORNIA

SWA developed a master plan for a new 30-acre park for the City of Dublin, adjacent to the Iron Horse Trail. The project included an extensive community involvement process. SWA worked closely with a community task force of 25-30 members to identify the recreational needs of the Dublin residents who will be served by the park.

The new park will offer a variety of recreational opportunities that will attract a wide range of interests and age groups. As a part of the master planning process, SWA included a 25,000-square-foot pad to accommodate space for the future development of the Valley Children's Museum.

swa

More than just a popular regional bicycle trail and a utility corridor, the park will be an ecological oasis in the City, with historical and ecological educational programs to celebrate Dublin's legacy for future generations.

Iron Horse Park and Open Space

DUBLIN, CALIFORNIA

SWA designed and developed a master plan for a new 19-acre restoration ecology park for the City of Dublin. The design included an extensive community process that targeted a broad swath of Dublin's residents to best represent the wider community. The park follows a mile-long stretch of the existing Iron Horse Trail, which extends for 40 miles through the East San Francisco Bay Region. The long, narrow site crosses multiple utility easements, the historic railroad bed, and a drainage canal. The park design reconfigures the site by restoring the ditch to a meandering creek, and reintroduces native habitats. Through the participatory community design process, SWA and the City of Dublin identified the best programs for the park, including historic preservation and education, a children's play garden, community gardens, and outdoor classrooms for the adjacent high school.

Evelyn's Park

BELLAIRE, TEXAS

Bellaire is a town seeking to preserve its unique identity and character as a family-oriented hometown with a superior quality of life. In a public / private partnership between the City and civic leaders, a prime five-acre parcel was purchased for the purpose of building a very special park space. Styled as Bellaire's "front yard," Evelyn's Park is designed as a series of outdoor rooms of various scales and characters, and hosts a range of activities and amenities. The park is a local destination for informal gathering and sports, formal events, and quiet leisure in a natural landscape punctuated with small event and cafe pavilions.

Two years after the initial phase of Evelyn's Park was opened to the public, new improvements brought the master plan closer to its final vision: a lively community gathering space with a nature-centric aesthetic. Park frontage will receive a large shade pavilion that will accommodate markets, classic car shows, and food festivals. Sustainable practices have been integrated into the park's systems to date, and will be further advanced with the introduction of a solar-energy pavilion, rainwater collection cistern, fountain water recycling system for irrigation, and additional tree canopy to provide a comfortable shaded environment throughout the park.

River Islands Park

LATHROP, CALIFORNIA

Michael W. Vega Park and Sunset Point along Lakeside Drive provide the first open space amenities for this nascent community. Vega Park fulfills the open space master plan requirements for a public neighborhood park, while Sunset Point, a privately-owned public open space, complements Vega Park. Together they form a 5-acre open space with a wide-range of passive and active recreational activities.

River Islands is located within a natural system, the Delta, that plays a crucial role in California's ecosystem. The vision for the project is a community authentically noted in its Delta heritage, while envisioning a template for a 'New California.' The landscape design celebrates agriculture while bringing back previously lost habitat. The formal and material languages of the parks reference River Island's main concept: the Delta Agrarian Garden. This Delta Agrarian Garden has the goal of establishing resilient, healthy community; one with a reverence for place.

Canvas Park

ONTARIO, CALIFORNIA

Canvas Park is an activity-packed recreation center at the heart of Regions North, the latest addition to the growing New Haven community in Ontario. Centering on sports, family play, and social activities, the park offers a 5,000-square-foot lap pool, flexible lawn spaces, sport courts, and reservable outdoor spaces that residents can use for private gatherings and festivities. Wrapping around an indoor/outdoor rec building, the site plan balances large sport courts and open lawn spaces with intimate 'backyards,' each is uniquely designed and equipped for celebrations among friends and family.

Bicentennial Park Renovation

HAWTHORNE, CALIFORNIA

Facilitated by The Trust for Public Land, the local community has worked for many years to redevelop the little-used and neglected Bicentennial Park property into a safe and welcoming recreational resource for city residents. Working closely with project stakeholders, SWA designers have developed a design for the park renovation inspired by Hawthorne's history and heritage. Focusing on the playground as a main feature of the park, SWA proposed the concept "Where Creative Minds Grow." The park's design concept features the history of aviation as a playful element, exposing generations young and old to the community's unique history.

Rancho San Ramon Park

SAN RAMON, CALIFORNIA

The Rancho San Ramon/Dougherty Valley Community Park is the second largest park in the City of San Ramon. SWA worked closely with the City of San Ramon and the County Parks Commission and through a series of public meetings, to develop a community park that met the existing and future residents' needs. The program includes playing fields, an amphitheater, picnic areas, a BMX track, sand volleyball, boccé, a disc golf course, playgrounds, a water park, and sculptural treatments of the bioswales. The design for this public amenity is infused with references to historic California ranch vernacular structures and landscape aesthetics.

Guthrie Green

TULSA, OKLAHOMA

Guthrie Green transforms a 2.7-acre former truck loading facility into a lively new urban park offering gardens, interactive fountains, a lawn amphitheater, an outdoor stage with vine-covered "green rooms," and an 11,200-square-foot cafe pavilion. Located in the heart of Tulsa's emerging Arts District, the project offers an outdoor "living room" to serve the area's increasing numbers of artists, urban professionals, students, families, and visitors. The design supports a strong connection to nearby buildings and destinations. Sustainable design approaches included installing a ground-source heat pump system under the park. Guthrie Green's lawn, gardens, and stage pavilions support a robust program of performances, films, public markets, exercise classes, and exhibits.

Dallas
Dubai
Houston
Laguna Beach
Los Angeles
New York SWA/Balsley
San Francisco
Sausalito
Shanghai

swagroup.com
twitter.com/swagroup
instagram.com/swagroup
facebook.com/theswagroup
linkedin.com/company/swa-group

swa

Agenda Item 5.7

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Agreement with SCA of CA, LLC for Street Sweeping Services
Prepared by: Julius Pickney, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider approving an agreement with SCA of CA, LLC for street sweeping services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Agreement with SCA of CA, LLC for Street Sweeping Services.

FINANCIAL IMPACT:

The proposed agreement includes a not-to-exceed compensation amount of $1,950,000. The cost of these services will be charged to the Public Works Department, based on the work being done in accordance with the adopted annual operating budget.

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 request for proposals (RFP) process or through public competitive bid process. In April 2025, Staff issued an RFP for street sweeping services to find contractors which have the necessary background and expertise to provide these services at competitive costs.

Two submissions were received in response to the RFP. After reviewing the proposals, Staff recommends one firm, SCA of CA, LLC to provide street sweeping services for a three-year term with the proposed compensation limit of $1,950,000 over the term. The recommended firm has provided these services to Dublin since 2020 and to other municipalities around the Bay Area.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving an Agreement with SCA of CA, LLC for Street Sweeping Services
2) Exhibit A to the Resolution – Contractor Services Agreement with SCA of CA, LLC
3) Request for Proposals – Street Sweeping Services
4) Statement of Qualifications – Street Sweeping Services

RESOLUTION NO. XX – 25

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

APPROVING AN AGREEMENT WITH SCA OF CA, LLC FOR STREET SWEEPING SERVICES

WHEREAS, on April 7, 2025, Staff issued a Request for Proposal (RFP) for Street Sweeping Services; and

WHEREAS, the City received two responses to the RFP; and

WHEREAS, Staff reviewed and evaluated the statements of qualifications; and

WHEREAS, the City desires to enter into an agreement with SCA of CA, LLC, for a not-to-exceed amount of $1,950,000 over a three-year term.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Agreement with SCA of CA, LLC, 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.

PASSED, APPROVED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Docusign Envelope ID: C4E993C1-3CB4-40C6-AAC3-CF25E23E9DA9

CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND SCA of CA, LLC FOR STREET SWEEPING SERVICES

THIS AGREEMENT for street sweeping services is made by and between the City of Dublin ("City") and SCA of CA, LLC ("Contractor") (together sometimes referred to as the "Parties") as of July 1, 2025 (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, 2028, 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. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works.

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 $1,950,000.00, 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.

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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

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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

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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:

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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 Intentionally omitted.

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

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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:

- 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 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

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such extension shall require a written amendment to this Agreement, as provided for herein. 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.

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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:
SCA of CA, LLC
4141 Rockside Road, Suite 100
Cleveland OH 44131

Any written notice to City shall be sent to:

City of Dublin
Att: City Engineer
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

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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 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

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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 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

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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

_____
Colleen Tribby, City Manager

Attest:

_____
Marsha Moore, City Clerk

Approved as to Form:

_____
City Attorney

SCA of CA, LLC

DocuSigned by:
Jonathan Sisler
0C86031F072B48E...

Johnathan Sisler, CEO

_____
Contractor's DIR Registration Number (if applicable)

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EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide City with street sweeping services for residential and commercial streets, intersections, parking lots, protected bike lanes, and emergency callout service.

SWEEPING CATEGORIES AND LOCATIONS:

COMMERCIAL STREETS: Commercial streets, including all medians, shall be swept twice monthly, from January through October and four times monthly for the months of November and December. Sweeping shall be scheduled to maximize the areas being swept by minimizing the interference by parked vehicles. The following streets are defined as commercial streets:

- Altamirano Avenue (Arnold Road to BART parking lot)
- Amador Plaza Road (Amador Valley Boulevard to southerly end)
- Amador Valley Boulevard (Village Parkway to westerly end)
- Arnold Road (Altamirano Avenue to Gleason Drive)
- Campbell Lane (Dublin Boulevard to Demarcus Boulevard)
- Campus Drive (Dublin Boulevard – Altamirano Avenue)
- Clark Avenue (Village Parkway to Dublin Boulevard)
- Demarcus Boulevard (Iron Horse Parkway to Dublin Boulevard)
- Dougherty Road (I-580 to northerly City Limit, including a pass through the painted median areas)
- Dublin Boulevard. (Schaefer Ranch Road to Fallon Road)
- Fallon Road (I-580 to Northerly City Limit)
- Gleason Drive (Arnold Road to Fallon Road)
- Golden Gate Drive (Dublin Boulevard to southerly end)
- Hacienda Drive (I-580 to Gleason Drive)
- Iron Horse Parkway (Demarcus Boulevard to Dublin Boulevard)
- John Monego Court (Dublin Boulevard to southerly end)
- Lewis Avenue (Village Parkway to Portage Road)
- Martinelli Way (Hacienda Drive to Iron Horse Parkway)
- Regional Street (Amador Valley Boulevard to south end)
- Rutherford Drive
- Saint Patrick Way (Amador Plaza Road to Golden Gate Drive)
- San Ramon Road (I-580 to Alcosta Boulevard)
- Scarlett Court (Dublin Boulevard to east end)
- Scarlett Drive (Dublin Boulevard to Scarlett Court)
- Schaefer Ranch Road
- Tassajara Road (I-580 to Fallon Road, including a pass through the painted median areas)

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- Village Parkway (Village/Clark Avenue to Kimball Avenue)
- Wallis Ranch Drive (From Tassajara – Private gates)

The following commercial streets, including all medians, shall be treated as residential streets (swept twice per month) for the purpose of this Agreement, these commercial streets shall be swept at a time agreed upon by City, as to avoid noise complaints from adjacent residents.

- Central Parkway (to be swept after 9am, four times monthly for the months of November and December.)
- Civic Plaza
- Dublin Court
- Houston Place
- Sierra Lane
- Sierra Court
- Trinity Court

Any portion of the above streets which are not within the limits above shall be defined as a residential street and shall be swept in accordance with Residential Street Sweeping provisions.

PROTECTED BIKE LANES: Protected bike lanes shall be twice monthly by an appropriately sized sweeper to operate within the protected area. Otherwise, Contractor shall operate a leaf blower to blow debris out of the protected area to be immediately swept by the street sweeper. Contractor to sweep protected bike lanes during the commercial sweeping routes.

RESIDENTIAL STREETS: Residential streets, including all medians, shall be swept twice monthly. Residential sweeping shall not start before 8:00 a.m. or continue after 4:30 p.m. to avoid noise complaints from adjacent residents. The following residential streets located adjacent to identified schools must be swept no earlier than 6 a.m. and no later than 8a.m.:

Dublin High School:

- Brighton Drive
- Brookdale Court
- Burnham Way
- Callan Street
- Langmuir Lane
- Langmuir Court
- Mansfield Avenue
- Newport Court
- Fredrickson Lane
- Fredrickson Court
- Tamarack Drive

Emerald High School:

- Brannigan Street
- Central Boulevard from Tassajara – Lockhart
- Chancery Lane
- Dublin Boulevard from Lockhart – Tassajara
- Finnian Way Both sides of High School
- Grafton Street
- Keegan Street
- Lockhart Street

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- Lee Thompson Street
- Macguire Way

The City may agree to modify sweeping zones provided the following conditions:

- To allow for the addition of new street segments as accepted by the City (City will provide list in writing, as needed)
- Garbage collection route changes*

*Sweeping shall not occur on the same day as garbage pickup in any given area. Contractor shall sweep on days following garbage pickup, whenever possible. Route changes shall not be allowed without written authorization from the Public Works Maintenance Manager, or their designee. Should a route change be approved, Contractor shall be responsible for notifying individual households that are affected in writing at least two weeks prior to beginning the new schedule.

MEDIANS SWEEPING: Medians shall be swept in the scheduled commercial and residential routes along with the curb and gutter sections. Areas along the median or the turn pockets that cannot be reached by a sweeper shall be blown out and then swept with the sweeper.

INTERSECTIONS: Intersections listed below shall be swept twice monthly, paying special attention to areas of gravel and debris accumulated between through lanes and turn lanes. When sweeping the commercial routes make sure to travel the entire bike lane through the intersection.

- Amador Valley Blvd./San Ramon Road
- Amador Valley Blvd./Regional Street
- Amador Valley Blvd./Village Parkway
- Amador Valley Blvd./Amador Plaza Road
- Amador Valley Blvd./Dougherty Road
- Central Parkway/Hacienda Drive
- Central Parkway/Tassajara Road
- Central Parkway/Fallon Road
- Dougherty Road/Sierra Lane
- Dublin Boulevard/San Ramon Road
- Dublin Boulevard/Regional Street
- Dublin Boulevard/Golden Gate Drive
- Dublin Boulevard/Amador Plaza Road
- Dublin Boulevard/Village Parkway
- Dublin Boulevard/Dublin Court
- Dublin Boulevard/Sierra Court
- Dublin Boulevard/Dougherty Road
- Dublin Boulevard/Demarcus Boulevard
- Dublin Boulevard/Iron Horse Parkway
- Dublin Boulevard/Arnold Road
- Dublin Boulevard/Hacienda Drive
- Dublin Boulevard/Tassajara Road
- Dublin Boulevard/Fallon Road
- Gleason Drive/Hacienda Drive
- Gleason Drive/Tassajara Road
- Gleason Drive/Fallon Road
- Hacienda Drive/Martinelli Way
- Fallon Road/Bent Tree Drive
- Fallon Road/Positano way

- Fallon Road/ Positano Parkway
- San Ramon Road/Vomac Road
- Tassajara/North Dublin Ranch
- Tassajara Road/Fallon
- Tassajara Road/South Dublin Ranch

PARKING LOTS: Contractor shall provide sweeping services monthly during the same weeks as Commercial sweeping. Sweeping shall be done after the normal operating hours of the facility so that no vehicles remain in the parking lot at the time sweeping is done. In the case of parks in residential neighborhoods (e.g., Alamo Creek Park), sweeping shall not start earlier than 8 a.m. to avoid noise complaints from adjacent residents. Changes to sweeping days and times for all parking lots shall be approved by the Public Works Maintenance Manager, or their designee.

- Alamo Creek Park - Dougherty Road and Willow Creek Drive
- Civic Center - 100 Civic Plaza
- Don Biddle Community Park - (2 parking lots, one on Columbus Street, one on Horizon Parkway)
- Dougherty Hills Dog Park – Amador Valley Boulevard east of Stagecoach Road
- Dublin Corporation Yard - 5709 Scarlett Court
- Dublin Sports Grounds - Dublin Boulevard next to Civic Center Plaza
- Emerald Glen Park - Gleason Drive at Tassajara Road (3 parking lots, one on Gleason Drive and two on Central Parkway)
- Dublin Heritage Park - 11805 Dublin Boulevard (2 parking lots, one at Heritage Park, one at bank parking lot on Dublin Boulevard)
- Fallon Sports Park - (2 parking lots, one on Palermo Way east of Lockhart Street, one on Central Parkway)
- Public Safety Complex - (2 parking lots, one at 6361 Clark Avenue and one at 6363 Clark Avenue)
- Senior Center - 7600 Amador Valley Boulevard
- Shannon Park/Community Center - 11600 Shannon Avenue
- Wallis Ranch Park - 6501 Rutherford Drive

EMERGENCY CALLOUTS: Contractor shall provide a 24-hour telephone number and/or a list of employees, including mobile telephone numbers, who are available for 24-hour emergency callout service. Contractor shall conform to the City's 2 hour response time for emergency callouts. Compensation for emergency call-outs shall be on an hourly basis as detailed in the Compensation Schedule provided below.

TERMS:

Calculation of Curb Miles: Curb mileage shall be calculated according to actual street curb miles and not machine odometer readings. If Consultant and the City disagree on the number of curb miles in a given area, mileage may be measured and recalculated, but the final determination shall be made by City.

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If Contractor identifies a need for increased frequency, miles swept, or altered callout hours, Contractor shall submit a proposal to the Public Works Maintenance Manager, or their designee, and may not perform additional services without their written approval.

Any streets added to the City during the term of this Agreement, either by new construction or annexation, shall be swept according to the appropriate schedule, as determined by the Public Works Maintenance Manager, or their designee. The additional cost for sweeping these facilities shall be based upon the per mile cost detailed in the Compensation Schedule provided below. Contractor shall be capable of providing any additional equipment and personnel needed to sweep potential development or annexation areas for the term of this Agreement.

The City additionally reserves the right to reduce the number of curb miles to be swept within a given year without incurring an increase in the agreed per-curb-mile cost for that year.

Report Submittal: Contractor shall maintain a log that records dates, times, locations, volume of debris in cubic yards, and miles swept. The log shall be available for inspection by the Public Works Maintenance Manager, or their designee, as soon as possible upon request. The Contractor shall furnish copies of valid commercial driver licenses for all operators assigned to the City, whether permanently or temporarily assigned. Contractor shall submit an annual report at fiscal year end of areas serviced within the fiscal year.

Contractor shall submit a report with Global Positioning System (GPS) information for completed routes within the billing dates for each monthly invoice.

Holidays: There will be no sweeping on the following observed holidays; Thanksgiving Day, Christmas Day, and News Years Day. The City will work with the Contractor to identify the makeup date to not conflict with the garbage pickup days. If Contractor is unable to perform sweeping services due to a holiday, Contractor must provide an alternative schedule for streets missed. City shall be advised no later than thirty days in advance of holidays to be observed by Contractor and shall be provided with a makeup schedule that is no more than one week later. Once the makeup schedule is established, it shall not be changed without prior written approval of the City.

Quality of Sweeping: The street sweeper shall leave designated areas of sweeping in a clean condition, free of all dirt, litter, debris, residue, and visual dust within the control of a fully operational machine. Sweeping shall include as many passes as necessary to leave the street in a clean condition. Areas that cannot be reached by a sweeper shall be blown out and then immediately swept with the sweeper.

Due to various street widths and configurations throughout the City, street sweeping may require slower travel speed and/or multiple passes by the sweeper in many cases, to ensure curb-to-curb coverage of the street and entire surface of parking lots. Areas with raised medians (commercial and residential) shall have the curb-gutter perimeters

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of each raised median swept, including turnouts. Street-grade striped medians shall be swept in their entirety. All deposits within intersections shall be removed as part of the sweeping operations, resulting in minimal debris residual or tailings left on the swept surface following the completion of a pass(es) of the street sweeping machine. No sweeper shall blow debris onto adjacent property or sidewalks.

Due to various street configurations and densities of the urban forest throughout the City, when necessary for proper cleaning, the Contractor shall make more than one pass on a street without extra charge. Payment will be made for the initial length of curb swept, not the number of passes needed to leave designated areas free of all dirt, litter, debris, and visual dust within the control of a fully operational machine.
Re-Sweeps: Re-sweeps are required of Contractor when previous sweeps have been deemed by City to be of poor quality, or when a street or sections of a street have been missed by Contractor during regularly scheduled street sweeping. Re-sweeps are completed at the expense of Contractor and shall be completed within 24-hours of notice, weather permitting.

In areas with offset angles, extruded curbs, parking blocks or any areas where street sweeping equipment has difficulty in maneuvering, the Contractor shall use whatever legal means necessary to maintain the cleanliness of these areas. These areas are subject to all the terms and conditions listed in this contract.

Disposal of Sweepings: Contractor shall dispose of all refuse collected within the City of Dublin limits by hauling same to legally established refuse disposal sites or other site approved by the Public Works Maintenance Manager, or their designee. Refuse shall not be stored on the street but shall be loaded into trucks or in appropriately placed containers, which shall be dumped immediately upon completion of the sweeping cycle. Any residual liquid waste shall be disposed of properly (e.g., not in the storm drain system). Only refuse collected within the City of Dublin limits can be disposed of in the Dublin approved disposal site.

Water: Contractor shall provide, at their own expense, sufficient water for the street sweeping equipment necessary to comply with this Agreement and to assure that all areas are left in a clean condition and the amount of dust during sweeping is kept to a minimum. Water meters shall be obtained from the Dublin San Ramon Services District. The cost of water shall be paid by Contractor and included in the unit costs for various sweeping services. Contractor shall report gallons of water used per route as part of the monthly invoice reporting. Contractor shall, at no time, complete routes without refill of water reservoir.

Equipment: Contractor shall deploy at a minimum, one vehicle with a back-brush each service day. Equipment not suitable to produce the quality of work required shall not be permitted to operate on the contract work. In the event of a mechanical breakdown, service will be provided by a back-up sweeper available within two hours at no extra cost to the City.

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Contractor must have proof of ownership or a signed lease for the duration of the contract for each sweeper using in the performance of this Agreement. All equipment shall be subject to the approval of the Director of Public Works prior to use. All sweeping equipment shall have appropriate safety markings consisting of all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with the State Vehicle Code and the City of Dublin Noise Ordinance. Sweepers must conform to all federal, state, and local safety regulations and be properly licensed through the State of California.

All vehicles and equipment used by the Contractor must be clearly identified with the name of the company and telephone number on each side of the equipment. Contractor shall furnish and require every on-duty employee to wear a company shirt or a visible photo identification badge identifying employee by name.

Equipment must be maintained and clean at all times; mechanical brushes and brooms shall be maintained in proper condition and shall be replaced as recommended by the manufacturer or when pick-up ability becomes impaired. Gutter brooms shall be no shorter than seven (7) inches, and shall be operating during all sweeping operations. The use of a steel plate on the sweeper wheel to prevent tire scuffing against the curb will not be permitted. At all times the Contractor shall properly maintain a minimum of two (2) machine sweepers, both as to condition and appearance, for use on the work under this contract.

Sweepers must be equipped with mobile radio communications or cellular telephones to the Contractor's dispatch office, as well as GPS monitoring devices. At no cost to the City, Contractor will provide the City with real-time and continuous access to the GPS system which allows for the monitoring of each sweeper's current location, travel speed, and previously traveled locations. Contractor shall provide the City with computer access to program to use GPS system at no cost.

Specialized Equipment for Narrow and Protected Areas: Contractor shall use appropriately sized sweepers capable of effectively cleaning protected bike lanes and other narrow or confined areas where standard street sweepers cannot operate safely or effectively. If appropriately sized sweepers are not available, or in a location where compact sweepers cannot safely operate, Contractor may use blowers to clear debris followed immediately by sweeping with standard street sweeping equipment to collect displaced debris.

Prior to commencing work, Contractor shall submit a list of proposed equipment to be used for cleaning narrow or protected areas for approval by the Public Works Maintenance Manager, or their designee. The City reserves the right to require equipment demonstrations or adjustments to ensure proper cleaning results.

Age of Vehicles: The age of all streets sweeping equipment shall be no older than six (6) years at the time of this bid and no more than eight (8) years at any point for the duration of the contract..

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Equipment Operation: Contractor shall operate the sweepers between 4 and 5 miles per hour when sweeping, unless it can be proven the sweeper can operate at a higher speed and still operate efficiently.

Regulatory Compliance: Work, equipment, and methods shall be in compliance with all applicable California Air Resources Board (CARB), Bay Area Air Quality Management District (BAAQMD), and National Pollutant Discharge Elimination System (NPDES) regulations and requirements.

Any street sweeping vehicle fluid leaks shall be cleaned immediately by Contractor using all appropriate dry cleaning methods and properly disposed. Each sweeper provided by the Contractor shall carry a spill kit and the operator shall be properly trained on how to clean spills. Costs incurred by the City to respond to, clean up, and/or contain fluid spills from any Contractor's vehicle shall be paid by the Contractor. The contractor is required to notify the Public Works Manager or designee immediately when spills are discovered.

Delays in Sweeping Schedule: In the event of delays to the sweeping schedule, Contractor shall notify the City as soon as possible and provide a makeup schedule satisfactory to the City. Contractor shall use and furnish at his own expense all labor, equipment, and materials necessary for the satisfactory performance of the sweeping work set forth herein.

Obstructions: Contractor shall make all possible effort to avoid obstacles while completing thorough sweeping efforts. It is the responsibility of Contractor to replace and/or repair damaged assets within Public Right-of-Way. Contractor shall notify City within 24-hours of issues of concern where obstructions are in the way of completing work.

Handling of Customer Complaints: Contractor, at the direction of City, shall reach out to residents to address complaints within the same business day reported. Contractor shall follow up with City to report on all resolutions to complaints and concerns.

Performance: If at any time City feels the performance of Contractor is not meeting the needs of its residents and business community, City shall bring this to the attention of the Company President for immediate resolution.

Non-Compliance: In the event of persistent non-compliance with contractual requirements, particularly regarding the provision of real-time data and daily reports of sweep activity, the City reserves the right to pursue legal action or litigation against the Street Sweeping contractor. Any costs incurred as a result of legal proceedings will be borne by the contractor, including but not limited to legal fees, court costs, and any damages awarded by the court. It is imperative for the contractor to adhere to the terms of the contract to avoid such legal ramifications and uphold their obligations to the City.

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Liquidated Damages: To ensure contract compliance and maintain service quality, the City reserves the right to apply deductions or penalties for failure to meet the following requirements. City will provide written notice of any violation. The Contractor will have an opportunity to respond before fines are assessed. Repeated violations may result in additional penalties or contract termination at the City's discretion.

Contractor agrees to pay (as liquidated damages and not as penalty) the following amounts:

	Item	Amount
a.	Failure to clean up spillage or litter caused by Contractor.	$300.00 per incident per location.
b.	Failure to have a vehicle operator properly licensed.	$500.00 per incident per day.
c.	Failure to maintain or timely submit to City all documents and reports required under the provisions of this Agreement. Reports shall be considered late until they are submitted in a complete and accurate format.	$100.00 per incident per day.
d.	Dumping debris, including material from other jurisdictions, at City facilities or yards without authorization.	$500.00 per incident.
e.	Failure to provide the City with access to GPS or GIS data for route tracking.	$100.00 per day.
f.	Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection Service Work Day.	$1,000 for each route not completed.
g.	Failure to have Contractor personnel in proper uniform.	$100.00 per incident per day.

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COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Annual Street Sweeping Quantities						
Item description	**Unit**	**Est. Qty.**	**Unit Price FY25/26**	**Unit Price FY26/27**	**Unit Price FY27/28**	**Total Price**
Residential Street Sweeping (2x monthly)	Curb mile	6,400	$62.40	$64.28	$66.21	$1,234,496.00
	FY Total		$399,360.00	$411,392.00	$423,744.00	
Commercial Street Sweeping (2x monthly except for Nov and Dec which are 4x monthly)	Curb mile	2,900	$58.50	$60.26	$62.07	$524,407.00
	FY Total		$169,650.00	$174,754.00	$180,003.00	
34 Intersections (2x monthly except for Nov and Dec which are 4x monthly)	Each	952	$15.00	$15.45	$15.92	$44,143.84
	FY Total		$14,280.00	$14,708.00	$15,155.84	
Protected Bike Lanes	Curb Mile	7	$25.00	$25.75	$26.53	$540.71
	FY Total		$175.00	$180.00	$185.71	
Special Events (Minimum 2 hours)	Hours	150	$77.00	$79.31	$81.69	$35,700.00
	FY Total		$11,550.00	$11,896.50	$12,253.50	
Parking Lots (19 lots at 2x monthly 4x a month in Nov/Dec)	Each	532	$15.00	$15.45	$15.91	$24,663.52
	FY Total		$7,980.00	$8,219.40	$8,464.12	
Additional Curb Miles	Curb mile	120	$60.00	$61.80	$63.65	$22,254.00

(120 curb miles maximum/year – only billed with prior written permission by City)	**FY Total**		$7,200.00	$7,416.00	$7,638.00	
Emergency Callouts	Hours	70	$115.00	$118.45	$122.00	$24,881.50
(2-hour response time)	**FY Total**		$8,050.00	$8,291.50	$8,540.00	
Contingency			$12,971.14	$12,971.14	$12,971.14	$38,913.43
Totals			**$631,216.14**	**$649,828.54**	**$668,955.31**	**$1,950,000**

Prevailing Wages are required for these services, using the Labor Classification "Teamsters Group 3"
Contractor shall notify City of any proposed increases to costs no later than 60 days prior to a new Fiscal Year (July 1 – June 30). Any changes to costs shall be approved in writing by the Public Works Maintenance Superintendent, or their designee. Any such annual increase shall be calculated based on the Bay Area Consumer Index Rate (CPI) and shall not exceed 3%.

Please note, reimbursable expenses are built into rates as identified above.

Note that quantities shown are projected amounts for Fiscal Year 2025-2026 and are not necessarily the exact amount to be swept. Street Sweeping services will be paid for based on actual quantities of the unit of measure of the associated bid item.

When requesting callout services, the City shall provide Contractor with the number of hours required. If not provided, a one hour minimum shall be assumed.

Invoices shall be submitted electronically to: pwinvoices@dublin.ca.gov no more than once monthly and as work is completed.

REQUEST FOR PROPOSALS

Street Sweeping Services

City of Dublin

Proposals must be received by: Friday, May 2, 2025, at 4:00 p.m.

Julius Pickney, Management Analyst II
100 Civic Plaza
City of Dublin, CA 94568

Proposals will be evaluated on the following: a) responsiveness to the Request for Proposal questions, b) experience of the company, c) experience and qualifications of the assigned individuals and d) Satisfaction of previous clients.

Request for Proposal
For
Street Sweeping Services

Overview

The City of Dublin is requesting proposals to provide street sweeping services. Services include residential streets, commercial streets, protected bike lanes, parking lot, special event, and emergency call-out sweeping services. The required services are detailed in Attachment C, Scope of Services, but include the following:

COMMERCIAL STREETS: Commercial streets, including all medians, shall be swept twice monthly, from January through October and four times monthly for the months of November and December.

RESIDENTIAL STREETS: Residential streets shall be swept twice monthly.

PROTECTED BIKE LANES: Protected bike lanes shall be swept monthly.

INTERSECTIONS: Intersections shall be swept twice monthly.

PARKING LOTS: Parking lots shall be swept monthly.

Process and General Conditions

1. Proposers shall submit one electronic copy to:

   Julius Pickney
   Management Analyst II
   100 Civic Plaza
   Dublin, CA 94568
   julius.pickney@dublin.ca.gov

Electronic copies shall be submitted by e-mailed PDF or an e-mailed link to a ShareFile or FTP site. Hardcopies will not be accepted.

2. Deadline for submitting the proposal is **Friday, May 2, 2025**, at 4:00 p.m. to julius.pickney@dublin.ca.gov

3. The City will not pay for any costs incurred in preparation and submission of the proposals or in anticipation of a contract.

Schedule for RFP Process

Monday, April 7	Request for Proposals released.
Wednesday, April 16	Deadline to submit questions to City of Dublin by 4:00 p.m. via e-mail ONLY to Julius Pickney at julius.pickney@dublin.ca.gov.
Monday, April 21	Addendum posted, if required
Friday, May 2	Proposals are due no later than 4:00 PM on May 2 to Julius Pickney at julius.pickney@dublin.ca.gov ONLY. **Late submittals will not be accepted.**
Friday, May 16	Interview companies (optional)
Tuesday, June 3	Contractor Services Agreement scheduled for approval by the Dublin City Council.

(Tentative dates, subject to change)

RFP Submittal Requirements

Please prepare and organize your Statement of Qualification 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 Qualification. Please note however that the RFP submittal is limited to **10 pages maximum** (excluding resumes), should be submitted on 8 ½ x 11, and in 12-point font. Page limit excludes cover pages, table of contents, tabbed dividers, and resumes for Contractor's team.

Interested companies are requested to submit one electronic copy of their Proposal as follows:

1. Enclose a cover letter not to exceed one page, describing the company's interest and commitment to perform work necessary to provide street sweeping services. The person authorized by the company to negotiate a contract with the City of Dublin shall sign the cover letter. Please include this cover letter within document and not as a separate page.

2. State the qualifications and experience of the company/individual(s). Please emphasize the specific qualifications and experience with engagements of similar scope and complexity.

3. Provide at least three (3) references from recent work (previous five years) similar to the services outlined in this request for proposals. Please include a brief description of the work performed and the role your company performed. Reference information shall include: Name, Address, Contact, Title, Phone Number, and Term of the Contract.

4. List key staff members, including identification of the Principal-in-Charge and Project Manager/primary point-of-contact. Include each team member's availability, including all existing committed hours, and the ability of being able to complete the project on time and budget.

5. Provide an approach to completing this project, showing the flow of various tasks of the work and demonstrating a clear understanding of the requested work.

6. Provide a proposed project budget, to include a compensation rate schedule for services.

7. Provide confirmation of your company's ability to meet the City's Standard Consulting Agreement and insurance requirements. Exceptions to the Agreement and insurance requirements shall be specifically noted in the Proposal.

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 **July 1, 2025**.

A sample of the City's Standard Contractor Services Agreement (Agreement), including insurance requirements, is provided as **Attachment A**.

If the interested company desires to take exception to the Agreement and/or insurance requirements, the interested company 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 Proposals. Otherwise, the interested company is to state in the proposal that the Agreement and insurance requirements are acceptable.

Consideration for exceptions will not be considered if not included in the submitted proposal.

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 company'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 RFP 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-Contractors 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 RFP 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	$1,000,000
Automobile Liability Insurance	$1,000,000
Professional Liability Insurance	$2,000,000
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 proposals provided in response to this RFP. 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 company that has submitted a Proposal.

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 contractor(s) that the City feels best meets the requirements of the RFP. The City reserves the right to reject any and all Proposals prior to execution of the Agreement, with no penalty to the City.

Selection of Contractor

Submitted Proposals will be evaluated and scored using the following criteria:

- Qualifications and specific experience of key project team members.
- Quality and completeness of the proposal.
- Experience with engagement of similar scope and complexity.
- Satisfaction of previous clients.
- Cost of providing the contractor services for this project.

EXHIBIT A

SCOPE OF SERVICES
COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Attachment to RFP Removed for June 17, 2025 Council Meeting.

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										

CATEGORY: _____

RATER SIGNATURE: _____ **DATE:** _____

Attachment C

SCOPE OF SERVICES

Contractor shall provide City with street sweeping services for residential and commercial streets, intersections, parking lots, protected bike lanes, and emergency callout service.

SWEEPING CATEGORIES AND LOCATIONS:

COMMERCIAL STREETS: Commercial streets, including all medians, shall be swept twice monthly, from January through October and four times monthly for the months of November and December. Sweeping shall be scheduled to maximize the areas being swept by minimizing the interference by parked vehicles. The following streets are defined as commercial streets:

- Altamirano Avenue (Arnold Road to BART parking lot)
- Amador Plaza Road (Amador Valley Boulevard to southerly end)
- Amador Valley Boulevard (Village Parkway to westerly end)
- Arnold Road (Altamirano Avenue to Gleason Drive)
- Campbell Lane (Dublin Boulevard to Demarcus Boulevard)
- Campus Drive (Dublin Boulevard – Altamirano Avenue)
- Clark Avenue (Village Parkway to Dublin Boulevard)
- Demarcus Boulevard (Iron Horse Parkway to Dublin Boulevard)
- Dougherty Road (I-580 to northerly City Limit, including a pass through the painted median areas)
- Dublin Boulevard. (Schaefer Ranch Road to Fallon Road)
- Fallon Road (I-580 to Northerly City Limit)
- Gleason Drive (Arnold Road to Fallon Road)
- Golden Gate Drive (Dublin Boulevard to southerly end)
- Hacienda Drive (I-580 to Gleason Drive)
- Iron Horse Parkway (Demarcus Boulevard to Dublin Boulevard)
- John Monego Court (Dublin Boulevard to southerly end)
- Lewis Avenue (Village Parkway to Portage Road)
- Martinelli Way (Hacienda Drive to Iron Horse Parkway)
- Regional Street (Amador Valley Boulevard to south end)
- Rutherford Drive
- Saint Patrick Way (Amador Plaza Road to Golden Gate Drive)
- San Ramon Road (I-580 to Alcosta Boulevard)
- Scarlett Court (Dublin Boulevard to east end)
- Scarlett Drive (Dublin Boulevard to Scarlett Court)
- Schaefer Ranch Road
- Tassajara Road (I-580 to Fallon Road, including a pass through the painted median areas)
- Village Parkway (Village/Clark Avenue to Kimball Avenue)
- Wallis Ranch Drive (From Tassajara – Private gates)

The following commercial streets, including all medians, shall be treated as residential streets (swept twice per month) for the purpose of this Agreement, these commercial streets shall be swept at a time agreed upon by City, as to avoid noise complaints from adjacent residents.

- Central Parkway (to be swept after 9am, four times monthly for the months of November and December.)
- Civic Plaza
- Dublin Court
- Houston Place
- Sierra Lane
- Sierra Court
- Trinity Court

Any portion of the above streets which are not within the limits above shall be defined as a residential street and shall be swept in accordance with Residential Street Sweeping provisions.

PROTECTED BIKE LANES: Protected bike lanes shall be twice monthly by an appropriately sized sweeper to operate within the protected area. Otherwise, Contractor shall operate a leaf blower to blow debris out of the protected area to be immediately swept by the street sweeper. Contractor to sweep protected bike lanes during the commercial sweeping routes.

RESIDENTIAL STREETS: Residential streets, including all medians, shall be swept twice monthly. Residential sweeping shall not start before 8:00 a.m. or continue after 4:30 p.m. to avoid noise complaints from adjacent residents. The following residential streets located adjacent to identified schools must be swept no earlier than 6 a.m. and no later than 8a.m.:

Dublin High School:

- Brighton Drive
- Brookdale Court
- Burnham Way
- Callan Street
- Langmuir Lane
- Langmuir Court
- Mansfield Avenue
- Newport Court
- Fredrickson Lane
- Fredrickson Court
- Tamarack Drive

Emerald High School:

- Brannigan Street
- Central Boulevard from Tassajara – Lockhart
- Chancery Lane
- Dublin Boulevard from Lockhart –Tassajara
- Finnian Way Both sides of High School
- Grafton Street
- Keegan Street
- Lockhart Street
- Lee Thompson Street
- Macguire Way

The City may agree to modify sweeping zones provided the following conditions:

- To allow for the addition of new street segments as accepted by the City (City will provide list in writing, as needed)
- Garbage collection route changes*

*Sweeping shall not occur on the same day as garbage pickup in any given area. Contractor shall sweep on days following garbage pickup, whenever possible. Route changes shall not be allowed without written authorization from the Public Works Maintenance Manager, or their designee. Should a route change be

approved, Contractor shall be responsible for notifying individual households that are affected in writing at least two weeks prior to beginning the new schedule.

MEDIANS SWEEPING: Medians shall be swept in the scheduled commercial and residential routes along with the curb and gutter sections. Areas along the median or the turn pockets that cannot be reached by a sweeper shall be blown out and then swept with the sweeper.

INTERSECTIONS: Intersections listed below shall be swept twice monthly, paying special attention to areas of gravel and debris accumulated between through lanes and turn lanes. When sweeping the commercial routes make sure to travel the entire bike lane through the intersection.

- Amador Valley Blvd./San Ramon Road
- Amador Valley Blvd./Regional Street
- Amador Valley Blvd./Village Parkway
- Amador Valley Blvd./Amador Plaza Road
- Amador Valley Blvd./Dougherty Road
- Central Parkway/Hacienda Drive
- Central Parkway/Tassajara Road
- Central Parkway/Fallon Road
- Dougherty Road/Sierra Lane
- Dublin Boulevard/San Ramon Road
- Dublin Boulevard/Regional Street
- Dublin Boulevard/Golden Gate Drive
- Dublin Boulevard/Amador Plaza Road
- Dublin Boulevard/Village Parkway
- Dublin Boulevard/Dublin Court
- Dublin Boulevard/Sierra Court
- Dublin Boulevard/Dougherty Road
- Dublin Boulevard/Demarcus Boulevard
- Dublin Boulevard/Iron Horse Parkway
- Dublin Boulevard/Arnold Road
- Dublin Boulevard/Hacienda Drive
- Dublin Boulevard/Tassajara Road
- Dublin Boulevard/Fallon Road
- Gleason Drive/Hacienda Drive
- Gleason Drive/Tassajara Road
- Gleason Drive/Fallon Road
- Hacienda Drive/Martinelli Way
- Fallon Road/Bent Tree Drive
- Fallon Road/Positano way
- Fallon Road/ Positano Parkway
- San Ramon Road/Vomac Road
- Tassajara/North Dublin Ranch
- Tassajara Road/Fallon
- Tassajara Road/South Dublin Ranch

PARKING LOTS: Contractor shall provide sweeping services monthly during the same weeks as Commercial sweeping. Sweeping shall be done after the normal operating hours of the facility so that no vehicles remain in the parking lot at the time sweeping is done. In the case of parks in residential neighborhoods (e.g., Alamo Creek Park), sweeping shall not start earlier than 8 a.m. to avoid noise complaints from adjacent residents. Changes to sweeping days and times for all parking lots shall be approved by the Public Works Maintenance Manager, or their designee.

- Alamo Creek Park - Dougherty Road and Willow Creek Drive
- Civic Center - 100 Civic Plaza
- Don Biddle Community Park - (2 parking lots, one on Columbus Street, one on Horizon Parkway)
- Dougherty Hills Dog Park – Amador Valley Boulevard east of Stagecoach Road
- Dublin Corporation Yard - 5709 Scarlett Court
- Dublin Sports Grounds - Dublin Boulevard next to Civic Center Plaza
- Emerald Glen Park - Gleason Drive at Tassajara Road (3 parking lots, one on Gleason Drive and two on Central Parkway)

- Dublin Heritage Park - 11805 Dublin Boulevard (2 parking lots, one at Heritage Park, one at bank parking lot on Dublin Boulevard)
- Fallon Sports Park - (2 parking lots, one on Palermo Way east of Lockhart Street, one on Central Parkway)
- Public Safety Complex - (2 parking lots, one at 6361 Clark Avenue and one at 6363 Clark Avenue)
- Senior Center - 7600 Amador Valley Boulevard
- Shannon Park/Community Center - 11600 Shannon Avenue
- Wallis Ranch Park - 6501 Rutherford Drive

EMERGENCY CALLOUTS: Contractor shall provide a 24-hour telephone number and/or a list of employees, including mobile telephone numbers, who are available for 24-hour emergency callout service. Contractor shall conform to the City's 2 hour response time for emergency callouts. Compensation for emergency call-outs shall be on an hourly basis as detailed in the Compensation Schedule provided below.

TERMS:

Calculation of Curb Miles: Curb mileage shall be calculated according to actual street curb miles and not machine odometer readings. If Consultant and the City disagree on the number of curb miles in a given area, mileage may be measured and recalculated, but the final determination shall be made by City.

If Contractor identifies a need for increased frequency, miles swept, or altered callout hours, Contractor shall submit a proposal to the Public Works Maintenance Manager, or their designee, and may not perform additional services without their written approval.

Any streets added to the City during the term of this Agreement, either by new construction or annexation, shall be swept according to the appropriate schedule, as determined by the Public Works Maintenance Manager, or their designee. The additional cost for sweeping these facilities shall be based upon the per mile cost detailed in the Compensation Schedule provided below. Contractor shall be capable of providing any additional equipment and personnel needed to sweep potential development or annexation areas for the term of this Agreement.

The City additionally reserves the right to reduce the number of curb miles to be swept within a given year without incurring an increase in the agreed per-curb-mile cost for that year.

Report Submittal: Contractor shall maintain a log that records dates, times, locations, volume of debris in cubic yards, and miles swept. The log shall be available for inspection by the Public Works Maintenance Manager, or their designee, as soon as possible upon request. The Contractor shall furnish copies of valid commercial driver licenses for all operators assigned to the City, whether permanently or temporarily assigned. Contractor shall submit an annual report at fiscal year end of areas serviced within the fiscal year.

Contractor shall submit a report with Global Positioning System (GPS) information for completed routes within the billing dates for each monthly invoice.

Holidays: There will be no sweeping on the following observed holidays; Thanksgiving Day, Christmas Day, and News Years Day. The City will work with the Contractor to identify the makeup date to not conflict

with the garbage pickup days. If Contractor is unable to perform sweeping services due to a holiday, Contractor must provide an alternative schedule for streets missed. City shall be advised no later than thirty days in advance of holidays to be observed by Contractor and shall be provided with a makeup schedule that is no more than one week later. Once the makeup schedule is established, it shall not be changed without prior written approval of the City.

Quality of Sweeping: The street sweeper shall leave designated areas of sweeping in a clean condition, free of all dirt, litter, debris, residue, and visual dust within the control of a fully operational machine. Sweeping shall include as many passes as necessary to leave the street in a clean condition. Areas that cannot be reached by a sweeper shall be blown out and then immediately swept with the sweeper.

Due to various street widths and configurations throughout the City, street sweeping may require slower travel speed and/or multiple passes by the sweeper in many cases, to ensure curb-to-curb coverage of the street and entire surface of parking lots. Areas with raised medians (commercial and residential) shall have the curb-gutter perimeters of each raised median swept, including turnouts. Street-grade striped medians shall be swept in their entirety. All deposits within intersections shall be removed as part of the sweeping operations, resulting in minimal debris residual or tailings left on the swept surface following the completion of a pass(es) of the street sweeping machine. No sweeper shall blow debris onto adjacent property or sidewalks.

Due to various street configurations and densities of the urban forest throughout the City, when necessary for proper cleaning, the Contractor shall make more than one pass on a street without extra charge. Payment will be made for the initial length of curb swept, not the number of passes needed to leave designated areas free of all dirt, litter, debris, and visual dust within the control of a fully operational machine.

Re-Sweeps: Re-sweeps are required of Contractor when previous sweeps have been deemed by City to be of poor quality, or when a street or sections of a street have been missed by Contractor during regularly scheduled street sweeping. Re-sweeps are completed at the expense of Contractor and shall be completed within 24-hours of notice, weather permitting.

In areas with offset angles, extruded curbs, parking blocks or any areas where street sweeping equipment has difficulty in maneuvering, the Contractor shall use whatever legal means necessary to maintain the cleanliness of these areas. These areas are subject to all the terms and conditions listed in this contract.

Disposal of Sweepings: Contractor shall dispose of all refuse collected within the City of Dublin limits by hauling same to legally established refuse disposal sites or other site approved by the Public Works Maintenance Manager, or their designee. Refuse shall not be stored on the street but shall be loaded into trucks or in appropriately placed containers, which shall be dumped immediately upon completion of the sweeping cycle. Any residual liquid waste shall be disposed of properly (e.g., not in the storm drain system). Only refuse collected within the City of Dublin limits can be disposed of in the Dublin approved disposal site.

Water: Contractor shall provide, at their own expense, sufficient water for the street sweeping equipment necessary to comply with this Agreement and to assure that all areas are left in a clean condition and the amount of dust during sweeping is kept to a minimum. Water meters shall be obtained from the Dublin San Ramon Services District. The cost of water shall be paid by Contractor and included in the unit costs for

various sweeping services. Contractor shall report gallons of water used per route as part of the monthly invoice reporting. Contractor shall, at no time, complete routes without refill of water reservoir.

Equipment: Contractor shall deploy at a minimum, one vehicle with a back-brush each service day. Equipment not suitable to produce the quality of work required shall not be permitted to operate on the contract work. In the event of a mechanical breakdown, service will be provided by a back-up sweeper available within two hours at no extra cost to the City.

Contractor must have proof of ownership or a signed lease for the duration of the contract for each sweeper using in the performance of this Agreement. All equipment shall be subject to the approval of the Director of Public Works prior to use. All sweeping equipment shall have appropriate safety markings consisting of all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with the State Vehicle Code and the City of Dublin Noise Ordinance. Sweepers must conform to all federal, state, and local safety regulations and be properly licensed through the State of California.

All vehicles and equipment used by the Contractor must be clearly identified with the name of the company and telephone number on each side of the equipment. Contractor shall furnish and require every on-duty employee to wear a company shirt or a visible photo identification badge identifying employee by name.

Equipment must be maintained and clean at all times; mechanical brushes and brooms shall be maintained in proper condition and shall be replaced as recommended by the manufacturer or when pick-up ability becomes impaired. Gutter brooms shall be no shorter than seven (7) inches, and shall be operating during all sweeping operations.

The use of a steel plate on the sweeper wheel to prevent tire scuffing against the curb will not be permitted. At all times the Contractor shall properly maintain a minimum of two (2) machine sweepers, both as to condition and appearance, for use on the work under this contract.

Sweepers must be equipped with mobile radio communications or cellular telephones to the Contractor's dispatch office, as well as GPS monitoring devices. At no cost to the City, Contractor will provide the City with real-time and continuous access to the GPS system which allows for the monitoring of each sweeper's current location, travel speed, and previously traveled locations. Contractor shall provide the City with computer access to program to use GPS system at no cost.

Specialized Equipment for Narrow and Protected Areas: Contractor shall use appropriately sized sweepers capable of effectively cleaning protected bike lanes and other narrow or confined areas where standard street sweepers cannot operate safely or effectively. If appropriately sized sweepers are not available, or in a location where compact sweepers cannot safely operate, Contractor may use blowers to clear debris followed immediately by sweeping with standard street sweeping equipment to collect displaced debris.

Prior to commencing work, Contractor shall submit a list of proposed equipment to be used for cleaning narrow or protected areas for approval by the Public Works Maintenance Manager, or their designee. The City reserves the right to require equipment demonstrations or adjustments to ensure proper cleaning results.

Age of Vehicles: The age of all streets sweeping equipment shall be no older than six (6) years at the time of this bid and no more than eight (8) years at any point for the duration of the contract..

Equipment Operation: Contractor shall operate the sweepers between 4 and 5 miles per hour when sweeping, unless it can be proven the sweeper can operate at a higher speed and still operate efficiently.

Regulatory Compliance: Work, equipment, and methods shall be in compliance with all applicable California Air Resources Board (CARB), Bay Area Air Quality Management District (BAAQMD), and National Pollutant Discharge Elimination System (NPDES) regulations and requirements.

Any street sweeping vehicle fluid leaks shall be cleaned immediately by Contractor using all appropriate dry cleaning methods and properly disposed. Each sweeper provided by the Contractor shall carry a spill kit and the operator shall be properly trained on how to clean spills. Costs incurred by the City to respond to, clean up, and/or contain fluid spills from any Contractor's vehicle shall be paid by the Contractor. The contractor is required to notify the Public Works Manager or designee immediately when spills are discovered.

Delays in Sweeping Schedule: In the event of delays to the sweeping schedule, Contractor shall notify the City as soon as possible and provide a makeup schedule satisfactory to the City. Contractor shall use and furnish at his own expense all labor, equipment, and materials necessary for the satisfactory performance of the sweeping work set forth herein.

Obstructions: Contractor shall make all possible effort to avoid obstacles while completing thorough sweeping efforts. It is the responsibility of Contractor to replace and/or repair damaged assets within Public Right-of-Way. Contractor shall notify City within 24-hours of issues of concern where obstructions are in the way of completing work.

Handling of Customer Complaints: Contractor, at the direction of City, shall reach out to residents to address complaints within the same business day reported. Contractor shall follow up with City to report on all resolutions to complaints and concerns.

Performance: If at any time City feels the performance of Contractor is not meeting the needs of its residents and business community, City shall bring this to the attention of the Company President for immediate resolution.

Non-Compliance: In the event of persistent non-compliance with contractual requirements, particularly regarding the provision of real-time data and daily reports of sweep activity, the City reserves the right to pursue legal action or litigation against the Street Sweeping contractor. Any costs incurred as a result of legal proceedings will be borne by the contractor, including but not limited to legal fees, court costs, and any damages awarded by the court. It is imperative for the contractor to adhere to the terms of the contract to avoid such legal ramifications and uphold their obligations to the City.

Liquidated Damages: To ensure contract compliance and maintain service quality, the City reserves the right to apply deductions or penalties for failure to meet the following requirements. City will provide written notice of any violation. The Contractor will have an opportunity to respond before fines are assessed. Repeated violations may result in additional penalties or contract termination at the City's discretion.

Contractor agrees to pay (as liquidated damages and not as penalty) the following amounts:

Item		Amount
a.	Failure to clean up spillage or litter caused by Contractor.	$300.00 per incident per location.
b.	Failure to have a vehicle operator properly licensed.	$500.00 per incident per day.
c.	Failure to maintain or timely submit to City all documents and reports required under the provisions of this Agreement. Reports shall be considered late until they are submitted in a complete and accurate format.	$100.00 per incident per day.
d.	Dumping debris, including material from other jurisdictions, at City facilities or yards without authorization.	$500.00 per incident.
e.	Failure to provide the City with access to GPS or GIS data for route tracking.	$100.00 per day.
f.	Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection Service Work Day.	$1,000 for each route not completed.
g.	Failure to have Contractor personnel in proper uniform.	$100.00 per incident per day.

COMPENSATION SCHEDULE

Prevailing Wages are required for these services, using the Labor Classification "Laborer Group 1"

Annual Street Sweeping Quantities								
Item description	**Unit**	**Est. Qty.**	**Unit Price FY25/26**	**Unit Price FY26/27**	**Unit Price FY27/28**	**Unit Price FY28/29**	**Unit Price FY29/30**	**Total Price**
Residential Street Sweeping (2x monthly)	Curb mile	6,400						
	FY Total							
Commercial Street Sweeping (2x monthly except for Nov and Dec which are 4x monthly)	Curb mile	2,900						
	FY Total							
34 Intersections (2x monthly except for Nov and Dec which are 4x monthly)	Each	952						
	FY Total							
Protected Bike Lanes	Curb Mile	7						
	FY Total							
Special Events (Minimum 2 hours)	Hours	150						
	FY Total							
Parking Lots (19 lots at 2x monthly 4x a month in Nov/Dec)	Each	532						
	FY Total							
Additional Curb Miles (120 curb miles maximum/year – only billed with prior written permission by City)	Curb mile	120						
	FY Total							
Emergency Callouts (2-hour response time)	Hours	70						
	FY Total							
Totals								

Curb Miles for Existing Facilities - Contractor shall have sixty (60) days from the execution of this Agreement to verify the estimated curb miles of the streets**.** Contractor or the City may ask for an adjustment to the Agreement price if the actual curb miles, as verified by the Contractor and agreed to by the Public Works Maintenance Manager, or their designee, exceed by five percent (5%) of the estimated mileage by category.

Assuming an average of 120 new curb miles added annually, as well as a maximum 3% CPI increase, a contract not to exceed amount for five years is as follows:

Year 1 - FY2025/2026	$
Year 2 - FY2026/2027	$
Year 3 - FY2027/2028	$
Year 4 - FY2028/2029	$
Year 5 - FY2029/2030	$
Total	**$**

Please note, reimbursable expenses are built into rates as identified above.

Note that quantities shown are projected amounts for Fiscal Year 2025-2026 and are not necessarily the exact amount to be swept. Street Sweeping services will be paid for based on actual quantities of the unit of measure of the associated bid item.

Invoices shall be submitted electronically to: pwinvoices@dublin.ca.gov no more than once monthly and as work is completed. Invoices shall be submitted for services rendered from the first to the last day of each month.

Contractor shall submit to the City any proposed increase to costs no later than 60 days prior to the start of a new Fiscal Year (July 1-June 30). Any changes to cost shall be approved in writing by the Public Works Manager or designee. Any such increase shall be calculated based on the Consumer Price Index for All Urban Consumers (CPI-U) and shall not exceed 3%.

Sweeping Corp of America

CITY OF DUBLIN

REQUEST FOR PROPOSALS
Street Sweeping Services

Response Submitted by: SCA of CA, LLC
Corporate Headquarters: 4141 Rockside Rd., Suite 100; Seven Hills, OH 44131
Service Location: 390 E. Gish Road, San Jose, CA 95112

Bid Due: Thursday, May 2, 2025, No Later Than 4:00 p.m.

1. Cover Letter

City of Dublin
100 Civic Plaza
Dublin, CA 94568

Dear Mr. Pickney and Public Works Administrators,

On behalf of SCA of CA, LLC ('SCA'), we are pleased to present our response to your Request for Proposal for Street Sweeping Services. As a company built on a foundation of satisfaction and outstanding quality service, we have developed unparalleled expertise in delivering comprehensive street cleaning services for municipalities across California.

It has been our privilege to serve as your trusted sweeping services provider for more than nine years. The comprehensive grasp of your street sweeping needs and requirements that our San Jose branch possesses is what distinguishes us from other suppliers.

SCA boasts a highly skilled team of sweeper operators along with an expert support staff. This ensures that we use the most efficient routes and can swiftly address any emergency sweeping needs that arise from traffic accidents or other unexpected events.

We are proud of our reputation for reliability, teamwork, integrity, efficiency, and environmental compliance. We leverage this experience to establish a higher standard for street sweeping services and to continually enhance our operations, while ensuring full compliance with local, state, and federal regulations. Our team, dedicated to a customer-focused approach, has built a powerful reputation for providing prompt, courteous, and professional service.

- Please note that our proposal will remain valid for 180 days from the proposal due date.
- Should you have any questions, please do not hesitate to contact Rick Anderson at 310.740.1601, randerson@sweepingcorp.com.
- One addendum issued on April 21, 2025, was received.

We look forward to the opportunity to continue to serve you and your residents.

Respectfully,

Brad Becker | Regional Vice President | bbecker@sweepingcorp.com

2. Qualifications, and Experience

SCA is the largest, self-performing power sweeping services company in the United States and has been serving California for many years. At SCA, we leverage our extensive industry experience to set a superior standard for street sweeping services, continuously driving operational improvements while ensuring full compliance with local, state, and federal regulations. Our San Jose team prides itself on delivering timely, courteous, professional customer service, and prioritizing your satisfaction for the services that our team provides.

We have the industry's most seasoned team of sweeper operators, complemented by a proficient support team dedicated to optimizing route efficiency and promptly addressing any emergency requirements from the City that arise. SCA keeps streets, highways, construction sites, parking lots and industrial/manufacturing complexes clean, free of debris and compliant with Environmental Protection Agency (EPA) regulations for both government and private entities.

You can be assured that SCA has personnel with the skills required equipment/materials and financial resources sufficient to provide the services called for in the contract. SCA adheres to all current applicable federal, state, and local laws, codes, and ordinances, including, but not limited to, those promulgated by Federal, State of California, CARB, AQMD, OSHA, SCAQMD Rule 1186 "Certified Street Sweepers" and all other applicable regulatory requirements.

3. Proven Experience with Similar Work

We have had the pleasure of supporting the comprehensive street sweeping needs of many municipalities in and around the NorCal area as well as across the state of California. Listed below are SCA customers who are similar in size and scope to the City of Dublin.

Customer Name	City of Oakley
Address	3231 Main Street; Oakley, CA 94561
Contact Name	Christine Keller, Administrative Supervisor
Phone Number	925-625-7040 (Desk Line) 925-625-7037 (Public Works Main)
Email Address	---
Customer Name	City of Fairfield
Address	2901 Industrial Ct; Fairfield, CA 94533
Contact Name	Gina Vasquez, Operations Manager, Hauling
Phone Number	707-437-8935
Email Address	GVasquez2@republicservices.com
Customer Name	City of Napa Valley
Address	770 Jackson St, Napa; CA 94559
Contact Name	Jadon Rabon, Senior Engineering Aide
Phone Number	707) 257-9348
Email Address	---

4. Proposed Staffing and Project Organization

SCA Team Supporting the City of Dublin

SCA's strength lies in its ability to balance national scale with local customization. While we operate the largest sweeping fleets in the country, service is delivered by locally based teams who are deeply familiar with the communities they serve. Despite our size, we never approach service delivery with a "national template." Every contract is tailored, every municipality is treated as unique, and every resident interaction matters.

Our commitment to our customers is what drives our success. Our San Jose team will provide the highest level of service and customer support to the City of Dublin and your residents. Our team is committed to providing comprehensive street sweeping services to include all the other maintenance required to maintain the areas included in this contract in safe, attractive, and usable condition.

We will continue to collaborate with the City of Dublin team to meet all your requirements for skilled personnel, equipment and materials, shop facilities and resources needed to service residential and commercial areas in the City of Dublin. SCA understands the nature of this project and offers a customized approach of internal controls including field supervision, daily oversight of GPS tracking - which includes curb mile sweeping - and "brooms-down" productivity. Our service will include providing all necessary labor, equipment, tools, fuel, materials, insurance, supervision, and traffic control (if needed), along with any other items required to deliver comprehensive street sweeping services to and its residents.

Jesse Alvarado, General Manager, will continue to serve as the SCA principal in charge of the City of Dublin. Stephen Chandler will serve as the primary day-to-day contact for the City.

The following is a listing of each role by job title, experience, and estimated time of completion.

Job Title: District Manager – Matt Bawks
Experience: 20+ years
Estimated time: 2,080 hours/year

Job Title: District Sales Manager – Rick Anderson
Experience: 29 years
Estimated time: 2,080 hours/year

4. Proposed Staffing and Project Organization, Continued

Job Title: General Manager – Jesse Alvarado
Experience: 7+ years
Estimated time: 2,080 hours/year

Job Title: Branch Manager – Stephen Chandler
Experience: 5+ years
Estimated time: 2,080 hours/year

Job Title: Dispatch Manager – Diana Manriquez
Experience: 8 years
Estimated time: 2,080 hours/year

Job Title: Sweeper Operator/Driver
Experience: 10 years
Estimated time: 2,080 hours/year

5. Work Plan/Technical Approach

SCA Alignment with Required Services

SCA currently sweeps the streets of the City of Dublin. Therefore, there will be no obstacles preventing us from continuing to provide an elevated level of service to the City of Dublin. You can rest easy knowing that you will not experience any disruption in service that you might encounter with another, less qualified provider. We will continue to service the City of Dublin as we do today should we be awarded the contract.

SCA understands the nature of this project and offers a customized approach of internal controls including field supervision, daily oversight of GPS tracking - which includes curb mile sweeping - and "brooms-down" productivity. Our service will include providing all necessary labor, equipment, tools, fuel, materials, insurance, supervision, and traffic control (if needed), along with any other items required to deliver comprehensive street sweeping services to and its residents.

At SCA, we embrace a partnership philosophy, collaborating to achieve the shared goals of our customers and the city's residents. We are dedicated to fostering this partnership through various means, as outlined below in our operational plan.

Visibility to Customers

- We offer continuous and precise GPS tracking and route visibility for all our sweepers across all routes.
- GPS reports can be utilized for billing verification and, if necessary, reroute or resweep in response to customer service requests. SCA has accelerated the digitization of its inspections and compliance reporting processes. Additionally, we've invested in internal diagnostic systems to monitor vehicle codes, ensuring our equipment is well-maintained with minimal downtime for our clients.

Consistent Communication with Administrators

- We believe that open communication is crucial for the success of our partnership.
- Once the contract is awarded, we will provide administrators with a list of our supervisors' contact cell phone numbers and a 24-hour emergency phone number.
- We recognize that staff will conduct both routine and non-routine inspections of completed routes. We look forward to working closely with your team to address any concerns promptly and will take action to resolve any issues within 24 hours, at no additional cost to the City.

Efficient & Prompt Customer Service

- We commit to promptly investigating and resolving customer service issues as they arise. Our highly trained management team share our commitment to success. They ensure all phases of each project run smoothly and are directly involved with account management and job inspections to maintain the highest level of service possible.
- SCA has also developed a custom "Resident Response Sheet" which captures the necessary information to resolve resident complaints and concerns related to our sweeping service. This sheet allows us to address time-sensitive matters quickly and efficiently and provides a way to track those concerns for future reference and/or the city's records.
- Once our team resolves each concern, we:
  - ❖ Note the resolution.
  - ❖ Email a copy to your staff.
  - ❖ Maintain a copy for our records and for future reference.

All complaints will receive a follow-up response within twenty-four (24) hours of notification.

DOT Compliance

- Additional safety measures involve collaborating with third-party organizations that oversee DOT and BIT compliance, ensuring consistent safety evaluations and reliable, regulation-compliant equipment on the road.
- We recognize that achieving thorough street coverage may necessitate slower travel speeds or multiple passes by the sweeper. Our dust suppression systems, as detailed later, meet AQMD regulations and all other relevant federal, state, county, and city ordinances related to street sweeping, water quality, air quality, hazardous waste, and rubbish disposal.
- SCA is equipped with both the necessary machinery and experienced personnel to address any special sweeping requirements. We will work closely with your team to provide additional sweeping services should you require emergency assistance.

Employee Routing and Hiring Practices

- We assign employees who are familiar with the respective municipality to operate the sweepers. We believe in maintaining consistency in our routing, ensuring our teams become acquainted with each route's unique characteristics and local requirements.
- Our route managers proactively engage with residents to address any concern they may have.
- We employ Quality Control specialists who inspect routes before, during, and after sweeping until they are confident that the driver-operator is proficient with city streets and delivering work to a high standard.

Equipment Overview

With a fleet of Regenerative Air and Power Mechanical Brooms (All PM-10 compliant), SCA is equipped to manage any job. Our team is prepared to deliver year-round service with essential equipment, dedicated sweepers, and backup units. In case of a mechanical breakdown or general maintenance requirements, backup equipment will always be available to ensure uninterrupted performance. Furthermore, we stock all the primary spare parts for our sweepers to ensure swift repairs and quick return to service on the streets.

6. Proposed Project Budget

COMPENSATION SCHEDULE

Prevailing Wages are required for these services, using the Labor Classification "Laborer Group 1"

Annual Street Sweeping Quantities								
Item description	**Unit**	**Est. Qty.**	**Unit Price FY25/26**	**Unit Price FY26/27**	**Unit Price FY27/28**	**Unit Price FY28/29**	**Unit Price FY29/30**	**Total Price**
Residential Street Sweeping (2x monthly)	Curb mile	6,400	$62.40	$64.28	$66.21	$68.20	$70.25	
	FY Total		$399,360.00	$411,392.00	$423,744.00	$436,480.00	$449,600.00	$2,120,576.00
Commercial Street Sweeping (2x monthly except for Nov and Dec which are 4x monthly)	Curb mile	2,900	$58.50	$60.26	$62.07	$63.98	$65.90	
	FY Total		$169,650.00	$174,754.00	$180,003.00	$185,542.00	$191,110.00	$901,059.00
34 Intersections (2x monthly except for Nov and Dec which are 4x monthly)	Each	952	$15.00	$15.45	$15.92	$16.40	$16.90	
	FY Total		$14,280.00	$14,708.40	$15,155.84	$15,612.80	$16,088.80	$75,845.84
Protected Bike Lanes	Curb Mile	7	$25.00	$25.75	$26.53	$27.33	$28.15	
	FY Total		$175.00	$180.00	$185.71	$191.31	$197.05	$929.07
Special Events (Minimum 2 hours)	Hours	150	$77.00	$79.31	$81.69	$84.14	$86.66	
	FY Total		$11,550.00	$11,896.50	$12,253.50	$12,621.00	$12,999.00	$61,320.00
Parking Lots (19 lots at 2x monthly 4x a month in Nov/Dec)	Each	532	$15.00	$15.45	$15.91	$16.39	$16.88	
	FY Total		$7,980.00	$8,219.40	$8,464.12	$8,719.48	$8,980.16	$42,363.16
Additional Curb Miles (120 curb miles maximum/year – only billed with prior written permission by City)	Curb mile	120	$60.00	$61.80	$63.65	$65.56	$67.53	
	FY Total		$7,200.00	$7,416.00	$7,638.00	$7,867.20	$8,103.60	$38,224.80
Emergency Callouts (2-hour response time)	Hours	70	$115.00	$118.45	$122.00	$125.66	$129.43	$42,737.80
	FY Total		$8,050.00	$8,291.50	$8,540.00	$8,796.20	$9,060.10	
Totals			$618,245.00	$636,857.80	$655,984.17	$675,829.99	$696,138.71	$3,283,055.60

7. City of Dublin Standard Consulting Agreement

SCA does not take exception to the City's Standard Consulting Agreement, nor the insurance requirements provided in your RFP..

Agenda Item 5.8

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Agreement with Universal Building Services and Supply Co. for Carpet and Window Cleaning Services
Prepared by: Julius Pickney, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider approving an agreement with Universal Building Services and Supply Co. for carpet and window cleaning services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Agreement with Universal Building Services and Supply Co. for Carpet and Window Cleaning Services.

FINANCIAL IMPACT:

The proposed agreement includes a not-to-exceed compensation amount of $294,000. The costs of these services will be charged to the Public Works Department, based on the work being done in accordance with the adopted annual operating budget.

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 request for proposals (RFP) process or through a public competitive bid process. In April 2025, Staff issued an RFP for carpet and window cleaning services to find a contractor, or contractors, which have the necessary background and expertise to provide these services at competitive costs at city facilities.

Three submissions were received in response to the RFP for carpet and window cleaning services. After reviewing all proposals, Staff recommends one firm, Universal Building Services and Supply Co., to provide carpet and window cleaning services for a three-year term with the

proposed compensation limit of $294,000 over the three-year term. The recommended firm has provided these services to Dublin since 2020 and to other municipalities around the Bay Area.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving an Agreement with Universal Building Services and Supply Co. for Carpet and Window Cleaning Services
2) Exhibit A to the Resolution – Contractor Services Agreement with Universal Building Services and Supply Co.
3) Request for Proposals – Carpet and Window Cleaning Services
4) Statement of Qualifications – Carpet and Window Cleaning Services

RESOLUTION NO. XX – 25

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

**APPROVING AN AGREEMENT WITH UNIVERSAL BUILDING SERVICES AND SUPPLY CO.
FOR CARPET AND WINDOW CLEANING SERVICES**

WHEREAS, on April 18, 2025, Staff issued a Request for Proposal (RFP) for Carpet and Window Cleaning Services; and

WHEREAS, the City received three responses to the RFP; and

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

WHEREAS, the City desires to enter into an agreement with Universal Building Services and Supply Co., for a not-to-exceed amount of $294,000 over a three-year term.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Agreement with Universal Building Services and Supply Co. 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.

PASSED, APPROVED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND UNIVERSAL BUILDING SERVICES AND SUPPLY CO. FOR CARPET AND WINDOW CLEANING SERVICES

THIS AGREEMENT for carpet and window cleaning services is made by and between the City of Dublin ("City") and Universal Building Services and Supply Co. ("Contractor") (together sometimes referred to as the "Parties") as of July 1, 2025 (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, 2028, 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. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works.

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 $294,000, 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 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:
Universal Building Services and Supply Co.
3120 Pierce Street
Richmond, CA 94804

Any written notice to City shall be sent to:

City of Dublin
Att: City Engineer
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 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 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

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

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

UNIVERSAL BUILDING SERVICES AND SUPPLY CO.

Signed by:
Dario DeVincenzi
F8F63B24D7C24DF...

Dario De Vincenzi, Operations Manager

Contractor's DIR Registration Number
(if applicable)

EXHIBIT A

SCOPE OF SERVICES

CONTRACTOR shall provide qualified personnel, transportation, and supplies necessary to perform carpet and window cleaning services at City facilities as listed below, and upholstery cleaning upon request.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

CARPET CLEANING SERVICES - LOCATIONS	FREQUENCY	Annual Bid FY25/26
1. Civic Center, City Hall – 100 Civic Plaza		
Regional Meeting Room: 1,150sf	Every month	$2,532.00
Area A: 2,622sf – Administration Wing 1st floor main hallway, staircases, 2nd floor main hallways (outside Finance & City Manager's Office) & staircases.	Every month	$5,676.00
Area B: 4730sf - Internal corridors & traffic areas, Admin Wing.	Aug, Nov, Feb, May	$2524.00
Council Chambers (Floor Only): 500sf	Aug, Feb	$158.00
Chamber Seating Area (Floor Only): 2,000sf	Feb	$368.00
2. Civic Center, Dublin Arts Center – 100 Civic Plaza		
First Floor Carpet Areas including staircases: 420sf	Every month	$948.00
Second Floor Carpet Areas: 4,322sf	Aug, Nov, Feb, May	$2,944.00
3. Library – 200 Civic Plaza		
Community Room: 1,600sf	Jul, Sept, Nov, Jan, Mar, May	$1,266.00
Main Library / Virginia Bennet Room: 14,150sf	Sept, Jan, May	$5,046.00
Program Room: 575sf	Sept, Jan, May	$318.00
4. Senior Center – 7600 Amador Valley Boulevard		
All Carpet Areas: 4,405sf	Jul, Sept, Nov, Jan, Mar, May	$4,416.00
5. Shannon Community Center – 11600 Shannon Avenue		
Area A: 7,610sf - Ballroom (must be cleaned using dry extraction, w/spot treatment at every cleaning), classroom, lobby & hallway.	Every month	$12,612.00
Area B: 1,035sf - Offices	Aug, Nov, Feb, May	$632.00
6. Fire Station 16 – 7494 Donohue Drive		
All Carpet Areas: 2,260sf	April	$421.00
7. Fire Station 17 – 6200 Madigan Avenue		
All Carpet Areas: 3,480sf	April	$421.00
8. Fire Station 18 - 4800 Fallon Road		
All Carpet Areas: 1,980sf	April	$421.00
9. Heritage Center & Museum – 6600 Donlon Way		
All Carpet Areas: 600sf	Oct, Jun	$212.00
10. The WAVE Aquatic Park – 4201 Central Parkway		
Area A: 4,504sf - Multi-purpose room, lobby & hallway.	Every month	$6,312.00
Area B: 1,800sf - Offices	Aug, Oct, Dec, Feb, Apr, Jun	$1,266.00

11. Corporation Yard - 5709 Scarlett Court		
All Carpet Areas: 1,800sf	Apr, Dec	$632.00
12. Public Safety Complex (Police Services) – 6361 Clark Avenue		
All Carpet Areas: 12,055sf	May, Jan	$3,364.00
Main Foot Traffic Areas: 4,600sf	Aug, Oct, Dec, Mar	$2,104.00

PRICING AND ADDITIONAL SERVICES	FREQUENCY	Price / Sq. Ft.
Council Chamber seating area	Upon Request	$0.18
All other locations	Upon Request	$0.18
Upholstery cleaning	Upon Request	$52.75 / hr.
Same-day emergency carpet cleaning	Upon Request	$0.18

WINDOW CLEANING SERVICES - LOCATIONS	FREQUENCY	Annual Bid FY25/26
1. Civic Center, City Hall and Dublin Arts Center – 100 Civic Plaza		
All exterior windows	May	$2,360.00
All windows – Interior and exterior	October	$2,882.00
Lobby - Interior and exterior	Sept & March	$1,652.00
2. Library – 200 Civic Plaza		
All exterior windows and entrance lobby glass doors	Feb, Jun, Sept, Dec	$3,776.00
All interior windows	October	$944.00
3. Senior Center – 7600 Amador Valley Boulevard		
All exterior windows	April	$708.00
All windows – Interior and exterior	October	$1,416.00
4. Shannon Community Center – 11600 Shannon Avenue		
All exterior windows	Feb, Jun, Oct	$2,124.00
All windows – Interior and exterior	Jun, Jan	$1,416.00
5. Dublin Heritage Center – 6600 Donlon Way		
Museum - Interior and exterior	Sept, Mar, May	$885.00
Church - Interior and exterior	September	$118.00
Kolb House - Interior and exterior	September	$236.00
School Barn - Interior and exterior	September	$59.00
Public Restroom Building - Interior and exterior	September	$59.00
Art Studio - Interior and exterior	September	$236.00
6. The WAVE Aquatic Park – 4201 Central Parkway		
All windows – Interior and exterior	May, Jun, Sept, Jan	$13,688.00
7. Corporation Yard – 5709 Scarlett Court		
All windows – Interior and exterior	Jun, Mar	$236.00
8. Public Safety Complex (Police Services) – 6361 Clark Avenue		
All exterior windows	Jul, Oct, Jan, Oct	$2,360.00
All interior windows	Jul, Apr	$1,416.00

TOTAL ANNUAL BID FOR SERVICE				
	Window Cleaning	**Carpet Cleaning**	**Carpet, Window, Upholstery, Contingency**	**Annual Bid Total**
Year 1 (FY25/26)	$36,571.00	$54,593.00	$4,073.66	$95,237.66
Year 2 (FY26/27)	$37,668.00	$56,231.00	$4,073.67	$97,972.67
Year 3 (FY27/28)	$38,798.00	$57,918.00	$4,073.67	$100,789.67
Total:	**$113,037.00**	**$168,742.00**	**$12,221.00**	**$294,000.00**

Contractor shall notify City of any proposed increases to costs no later than 60 days prior to a new Fiscal Year (July 1 – June 30). Any changes to costs shall be approved in writing by the Public Works Maintenance Superintendent, or their designee. Any such annual increase shall be calculated based on the Bay Area Consumer Index Rate (CPI) and shall not exceed 3%.

Please note, reimbursable expenses are built into rates as identified above.

Invoices shall be submitted electronically to: pwinvoices@dublin.ca.gov no more than once monthly and as work is completed.

Contractor Requirements

1. Upon the City of Dublin's request, the contractor shall provide Safety Data Sheets (SDS) for all chemicals used.

2. Contractor shall provide all personnel, uniforms, tools, equipment, parts, records/logs, rags, cleaning chemicals, etc., necessary to perform the services described. All other materials/supplies required to perform this service, and not otherwise mentioned, shall be provided by the Contractor at his/her expense.

3. Contractor shall adhere to all current state and local water use restrictions and regulations.

4. The Contractor shall ensure that all wastewater generated, handled, or disposed of under this Agreement complies with all applicable federal, state, and local laws, regulations, and environmental standards. The Contractor shall obtain all necessary permits and approvals and implement appropriate disposal methods to prevent pollution, contamination, or environmental harm.
5. Window Cleaning Services shall be performed on site during regular business hours, between 8:00 AM and 5:00 PM on weekdays, unless it causes a disruption to the City of Dublin employees or the City's ability to serve the community or presents a safety hazard/disruption to others.

6. Contractor shall be responsible for all damage which occurs to City property while performing services, regardless of whether the damage is to an item(s) being cleaned or to other item(s) in and around the unit where services are being performed.

7. Contractor is not allowed to subcontract work to a third party once a service contract agreement has been approved.

8. Contractor is responsible for maintaining a safe work area which includes installing safety barricades and signs to warn the public.

9. Prior to providing services, contractor shall schedule all visits to City facilities with the City Public Works Manager (or designee).

Contractor Personnel Requirements

1. Contractor shall assign a sufficient number of trained and experienced employees to perform the required service. Contractor shall designate one (1) employee as principal with full responsibility for directing the entire crew. Each principal shall be authorized to act for the Contractor in every detail.

2. Contractor shall furnish and require every on-duty employee to wear a company shirt or a visible photo identification badge identifying employee by name.

3. All assigned personnel are subject to a criminal history records check performed using Live Scan. Government fees are required for the State (DOJ) and Federal (FBI) level criminal history record checks. Contractor is responsible for the fee to perform such records search. An application per personnel is required to perform a formal criminal history records check. Should an employee not pass the criminal history records check; a refund will not be provided.

4. All assigned personnel must have all the proper safety training and equipment operator certificates to meet the minimum requirements of Cal OSHA.

<u>California Air Resources Board Advanced Clean Fleet Regulations</u>

Vehicles with a gross vehicle weight rating (GVWR) greater than 8,500 pounds and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets (ACF) Regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets.

For each calendar year, CONTRACTOR shall provide to the CITY a certificate of compliance with the CARB ACF rules or a signed statement stating their fleet is not subject to the High Priority and Federal Fleets regulations in title 13, CCR, Sections 2015 through 2015.6, and the State and Local Government Fleets regulations in title 13, CCR sections 2013 through 2013.4.

§ Section 2013. State and Local Government Fleet Applicability, Definitions, and General Requirements.

a) Scope and Applicability

1. Fleet Applicability. Except as provided in the exemptions specified in section 2013(c) and 2013(e), this article applies to any state or local government agency with jurisdiction in California that owns, leases, or operates one or more vehicles specified in section 2013(a)(2) in California as described in the vehicle scope specified in section 2013(a)(2) on or after January 1, 2024. This article does not apply to federal fleets subject to title 13, California Code of Regulations (CCR), section 2015.

2. Vehicle Scope. Except as provided in the exemptions specified in section 2013(c), vehicles subject to this article are vehicles that have a gross vehicle weight rating (GVWR) greater than 8,500 lbs. that are operated in California.

3. Hiring Entities. The requirements specified in section 2013(j) apply to any motor carrier, broker, governmental agency, person, or entity that hires and operates or hires and directs the operation of vehicles in California that are subject to this article.

g) Hiring Entity Documentation. Hiring entities that are subject to section 2013(a)(3) must keep certificates of reported compliance or signed statements received from hired fleets used to verify that hired fleets are compliant with the applicable regulations. Additionally, hiring entitles must keep copies of contracts with hired entities that include the disclosure of regulation applicability as specified in section 2013(j)(2).

REQUEST FOR PROPOSALS

Carpet and Window Cleaning Services

City of Dublin

Proposals must be received by: Friday, April 18, 2025, at 4:00 p.m.

Julius Pickney, Management Analyst II
100 Civic Plaza
City of Dublin, CA 94568

Proposals will be evaluated on the following: a) responsiveness to the Request for Proposal questions, b) experience of the company, c) experience and qualifications of the assigned individuals and d) Satisfaction of previous clients.

Request for Proposal
For
Carpet and Window Cleaning Services

Overview

The City of Dublin (City) is requesting proposals for Carpet Cleaning Services at twelve (12) City facilities, window cleaning at eight (8) City facilities, and upholstery cleaning upon request.

The City of Dublin is requesting estimates for carpet cleaning services at the following facilities:

1. Civic Center, City Hall - 100 Civic Plaza
2. Civic Center, Dublin Arts Center – 100 Civic Plaza
3. Library – 200 Civic Plaza
4. Senior Center - 7600 Amador Valley Boulevard
5. Shannon Community Center – 11600 Shannon Avenue
6. Fire Station 16 – 7494 Donohue Drive
7. Fire Station 17 – 6200 Madigan Avenue
8. Fire Station 18 – 4800 Fallon Road
9. Heritage Center & Museum – 6600 Donlon Way
10. The WAVE Aquatic Park – 4201 Central Parkway
11. Corporation Yard – 5709 Scarlett Court
12. Public Safety Complex (Police Services) – 6361 Clark Avenue

The City of Dublin is requesting estimates for window cleaning services at the following facilities:

1. Civic Center, City Hall and Dublin Arts Center – 100 Civic Plaza
2. Library – 200 Civic Plaza
3. Senior Center - 7600 Amador Valley Boulevard
4. Shannon Community Center – 11600 Shannon Avenue
5. Heritage Center & Museum – 6600 Donlon Way
6. The WAVE Aquatic Park – 4201 Central Parkway
7. Corporation Yard – 5709 Scarlett Court
8. Public Safety Complex (Police Services) – 6361 Clark Avenue

Contractor Requirements

1. Upon the City of Dublin's request, the contractor shall provide Safety Data Sheets (SDS) for all chemicals used.

2. Contractor shall provide all personnel, uniforms, tools, equipment, parts, records/logs, rags, cleaning chemicals, etc., necessary to perform the services described. All other materials/supplies required to perform this service, and not otherwise mentioned, shall be provided by the Contractor at his/her expense.

3. Contractor shall adhere to all current state and local water use restrictions and regulations.

4. The Contractor shall ensure that all wastewater generated, handled, or disposed of under this Agreement complies with all applicable federal, state, and local laws, regulations, and environmental standards. The Contractor shall obtain all necessary permits and approvals and implement appropriate disposal methods to prevent pollution, contamination, or environmental harm.

5. Window Cleaning Services shall be performed on site during regular business hours, between 8:00 AM and 5:00 PM on weekdays, unless it causes a disruption to the City of Dublin employees or the City's ability to serve the community or presents a safety hazard/disruption to others.

6. Contractor shall be responsible for all damage which occurs to City property while performing services, regardless of whether the damage is to an item(s) being cleaned or to other item(s) in and around the unit where services are being performed.

7. Contractor is not allowed to subcontract work to a third party once a service contract agreement has been approved.

8. Contractor is responsible for maintaining a safe work area which includes installing safety barricades and signs to warn the public.

9. Prior to providing services, contractor shall schedule all visits to City facilities with the City Public Works Manager (or designee).

Contractor Personnel Requirements

1. Contractor shall assign a sufficient number of trained and experienced employees to perform the required service. Contractor shall designate one (1) employee as principal with full responsibility for directing the entire crew. Each principal shall be authorized to act for the Contractor in every detail.

2. Contractor shall furnish and require every on-duty employee to wear a company shirt or a visible photo identification badge identifying employee by name.

3. All assigned personnel are subject to a criminal history records check performed using Live Scan. Government fees are required for the State (DOJ) and Federal (FBI) level criminal history record checks. Contractor is responsible for the fee to perform such records search. An application per personnel is required to perform a formal criminal history records check. Should an employee not pass the criminal history records check; a refund will not be provided.

4. All assigned personnel must have all the proper safety training and equipment operator certificates to meet the minimum requirements of Cal OSHA.

California Air Resources Board Advanced Clean Fleet Regulations

Vehicles with a gross vehicle weight rating (GVWR) greater than 8,500 pounds and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets (ACF) Regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets.

For each calendar year, CONTRACTOR shall provide to the CITY a certificate of compliance with the CARB ACF rules or a signed statement stating their fleet is not subject to the High Priority and Federal Fleets regulations in title 13, CCR, Sections 2015 through 2015.6, and the State and Local Government Fleets regulations in title 13, CCR sections 2013 through 2013.4.

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2. Vehicle Scope. Except as provided in the exemptions specified in section 2013(c), vehicles subject to this article are vehicles that have a gross vehicle weight rating (GVWR) greater than 8,500 lbs. that are operated in California.

3. Hiring Entities. The requirements specified in section 2013(j) apply to any motor carrier, broker, governmental agency, person, or entity that hires and operates or hires and directs the operation of vehicles in California that are subject to this article.

g) Hiring Entity Documentation. Hiring entities that are subject to section 2013(a)(3) must keep certificates of reported compliance or signed statements received from hired fleets used to verify that hired fleets

are compliant with the applicable regulations. Additionally, hiring entities must keep copies of contracts with hired entities that include the disclosure of regulation applicability as specified in section 2013(j)(2).

Process and General Conditions

1. Proposers shall submit one electronic copy to:

   Julius Pickney
   Management Analyst II
   100 Civic Plaza
   Dublin, CA 94568
   julius.pickney@dublin.ca.gov

Electronic copies shall be submitted by e-mailed PDF or an e-mailed link to a ShareFile or FTP site. Hardcopies will not be accepted.

2. Deadline for submitting the proposal is **Friday, April 18, 2025**, at 4:00 p.m. to julius.pickney@dublin.ca.gov

3. The City will not pay for any costs incurred in preparation and submission of the proposals or in anticipation of a contract.

Schedule for RFP Process

Monday, March 17	Request for Proposals released.
Monday, March 31	Deadline to submit questions to City of Dublin by 4:00 p.m. via e-mail ONLY to Julius Pickney at julius.pickney@dublin.ca.gov.
Monday, April 7	Addendum posted, if required
Friday, April 18	Proposals are due no later than 4:00 PM on April 18 to Julius Pickney at julius.pickney@dublin.ca.gov ONLY. **Late submittals will not be accepted.**
Friday, May 2	Interview companies (optional)
Tuesday, May 20	Contractor Services Agreement scheduled for approval by the Dublin City Council.

(Tentative dates, subject to change)

RFP Submittal Requirements

Please prepare and organize your Statement of Qualification 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 Qualification. Please note however that the RFP submittal is limited to **10 pages maximum** (excluding resumes),

should be submitted on 8 ½ x 11, and in 12-point font. Page limit excludes a table of contents, tabbed dividers, and resumes for Contractor's team.

Interested companies are requested to submit one electronic copy of their Proposal as follows:

1. Enclose a cover letter not to exceed one page, describing the company's interest and commitment to perform work necessary to provide carpet and window cleaning services. The person authorized by the company to negotiate a contract with the City of Dublin shall sign the cover letter. Please include this cover letter within document and not as a separate page.

2. State the qualifications and experience of the company/individual(s). Please emphasize the specific qualifications and experience with engagements of similar scope and complexity.

3. Provide at least three (3) references from recent work (previous five years) similar to the services outlined in this request for proposals. Please include a brief description of the work performed and the role your company performed. Reference information shall include: Name, Address, Contact, Title, Phone Number, and Term of the Contract.

4. List key staff members, including identification of the Principal-in-Charge and Project Manager/primary point-of-contact. Include each team member's availability, including all existing committed hours, and the ability of being able to complete the project on time and budget.

5. Provide an approach to completing this project, showing the flow of various tasks of the work and demonstrating a clear understanding of the requested work.

6. Provide a proposed project budget, to include a compensation rate schedule for services.

7. Provide confirmation of your company's ability to meet the City's Standard Consulting Agreement and insurance requirements. Exceptions to the Agreement and insurance requirements shall be specifically noted in the Proposal.

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 **July 1, 2025**.

A sample of the City's Standard Contractor Services Agreement (Agreement), including insurance requirements, is provided as **Attachment A**.

If the interested company desires to take exception to the Agreement and/or insurance requirements, the interested company 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 Proposals. Otherwise, the interested company is to state in the proposal that the Agreement and insurance requirements are acceptable.

Consideration for exceptions will not be considered if not included in the submitted proposal.

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 company'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 RFP 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-Contractors 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 RFP 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	$1,000,000
Automobile Liability Insurance	$1,000,000
Professional Liability Insurance	$2,000,000
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 proposals provided in response to this RFP. 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 company that has submitted a Proposal.

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 contractor(s) that the City feels best meets the requirements of the RFP. The City reserves the right to reject any and all Proposals prior to execution of the Agreement, with no penalty to the City.

Selection of Contractor

Submitted Proposals will be evaluated and scored using the following criteria:

- Qualifications and specific experience of key project team members.
- Quality and completeness of the proposal.
- Experience with engagement of similar scope and complexity.
- Satisfaction of previous clients.
- Cost of providing the contractor services for this project.

Attachment A

Standard Contractor Services Agreement

Attachment to RFP Removed for June 17, 2025 Council Meeting.

A
PROPOSAL
FOR
City of Dublin

Carpet and Window Cleaning Services

Due: April 18, 2025 by 4 pm

Presented by

UBS
UNIVERSAL BUILDING SERVICES

3120 Pierce Street, Richmond, CA 94804

(510) 527-1078

Table of Contents

1. Cover Letter
2. Qualifications and Experience
3. References
4. Key Staff Memebers
5. Approach to Competing Project
6. Proposed Budget, Attachment C, Pricing
7. City Standards and Insurance Statement

1. **Enclose a cover letter not to exceed one page, describing the company's interest and commitment to perform work necessary to provide carpet and window cleaning services. The person authorized by the company to negotiate a contract with the City of Dublin shall sign the cover letter. Please include cover letter within document and not as a separate page.**

UBS
UNIVERSAL BUILDING SERVICES

JANITORIAL DIVISION SUPPLY DIVISION POWER SWEEPING DIVISION

All correspondence to:

3120 Pierce Street
Richmond • CA, 94804
(510) 527-1078
1-800-869-6677
Fax 510 / 526-7289
ubsco.com

March 18, 2025

City of Dublin
Julius Pickney
Management Analyst II
100 Civic Plaza
Dublin, CA 94568

Dear Julius Pickney:

Thank you for providing Universal Building Services and Supply Co. the opportunity to submit a Window Washing and Carpet Cleaning proposal for the City of Dublin for services at the locations listed in your RFP. I am pleased to offer our proposal for your review.

Universal Building Services and Supply Co., a California corporation, has been providing superior, cost-effective cleaning services to quality facilities such as yours for over sixty-two (62) years. UBS was founded on March 1, 1963, and incorporated in the State of California on April 10, 1969. **Our Federal Tax ID number is 94-1692591. Our DIR Registration number is JS-LR-000015724.** UBS has corporate offices in Richmond and five (5) district offices throughout Northern and Central California. Our company services commercial and industrial accounts of all sizes. UBS also services a large number of municipalities, including Federal, State, County, and City governments, as well as other public agencies. UBS performs green cleaning services in accordance with Green Seal GS-42 and uses Green Seal Certified products.

I will serve as your contact during this proposal process and am authorized to represent the company in any negotiations and/or agreements. Should you have any questions about our proposal or about Universal Building Services and Supply Co., please feel free to contact me at (510) 527-1078 or email me at dario@ubsco.com. Thank you for your time.

Sincerely,

Dario DeVincenzi, Operations Manager
Universal Building Services and Supply Co.
3120 Pierce Street
Richmond, CA 94804
Phone: 510-527-1078
Fax: 510-526-7289
Email: dario@ubsco.com
Web Site: www.ubsco.com

MINUTES OF ACTION BY WRITTEN CONSENT
OF
THE BOARD OF DIRECTORS
OF
UNIVERSAL BUILDING SERVICES AND SUPPLY CO.

Each of the undersigned, as members of the Board of Directors of UNIVERSAL BUILDING SERVICES AND SUPPLY CO., a California corporation, hereby consent, without a meeting effective as of Dec 15, 1997, by signing below, to the following actions of the Board of Directors of the Corporation:

1. The following resolution acknowledging the authority of certain Officers of the Corporation to execute binding agreements on behalf of the Corporation is hereby adopted:

WHEREAS, Grace Brusseau is the duly elected Chief Executive Officer, Secretary/Treasurer and Chief Financial Officer of the Corporation; Leonard Brusseau is the duly elected President and Vice President of the Corporation; and Dario De Vincenzi is the duly elected Operating Manager of the Corporation;

BE IT THEREFORE RESOLVED that the any one or more of Grace Brusseau, Leonard Brusseau and Dario De Vincenzi shall be authorized to execute contracts, leases, purchase orders and other written agreements on behalf of the Corporation, which shall be legally binding upon the Corporation.

There being no further action to come before the Board of Directors, the undersigned hereby consent as of the effective date herein above written to all action taken above.

LEONARD C. BRUSSEAU

JOHN BRUSSEAU

GRACE BRUSSEAU

MICHELE BRUSSEAU

ELIZABETH BRUSSEAU

2. State the qualifications and experience of the company/individuals. Please emphasize the specific qualifications and experience with engagements of similar scope and complexity.

QUALIFICATIONS

With a rich history spanning over sixty-two (62) years in the janitorial services business, Universal Building Services and Supply Co. (UBS) has consistently strived to exceed our client's needs and expectations. This extensive experience is a testament to our commitment to quality and reliability, which we bring to every project. Below are UBS' guidelines that will accompany the required tasks of the RFP, which will allow us to meet and exceed our client's needs and expectations:

Service to Our Clients

At UBS, we take a personalized approach to delivering our services. Our management team collaborates closely with clients to appraise their unique cleaning requirements and specifications. Subsequently, we tailor our maintenance programs to meet these specific needs, with the primary objective of developing a cleaning regimen that delivers exceptional cleanliness for our clients' facilities while effectively minimizing their costs. This methodology not only alleviates our clients of maintenance concerns but also enables them to allocate additional time towards addressing other facets of property management, thereby showcasing our dedication to their prosperity.

Training

All incoming UBS personnel undergo comprehensive training tailored to their respective responsibilities. Additionally, employees at all levels participate in routine training that encompasses cleaning techniques, materials, safety, and emergency protocols. To ensure that our maintenance personnel stay abreast of the latest techniques and cleaning procedures, they engage with vendor representatives, attend seminars, and benefit from the resources provided by the UBS Supply Division.

Response

The timely response to client requests is a defining characteristic of Universal Building Services (UBS). UBS maintains an unwavering commitment to accessibility, with management and supervisory personnel readily available to address and resolve client concerns through our 24-hour communications system. Our proficient work crews can be promptly dispatched and arrive on-site within 30-60 minutes.

Service and Quality Control

At UBS, first-line supervisors closely monitor our employees for quality and efficiency. Any discrepancies are promptly addressed to ensure the proper cleaning of the client's facilities, protection of client assets, and safety for all parties involved. We take pride in the fact that our lead people and forepersons have earned their positions through hard work and demonstrated their abilities and knowledge of cleaning procedures.

Supervision

Every task is meticulously monitored at multiple levels to ensure the highest quality standards are maintained. On-site field supervisors play a pivotal role in ensuring quality control from the ground up. In turn, they receive constant monitoring and guidance from upper-level supervisors and district managers to uphold excellence in every aspect of the work.

Follow-up

Universal Building Services places a premium on promptly following up with our clients regarding services rendered and ensuring swift responses to client inquiries. Our primary concern is the satisfaction of our clients and the excellence of our performance in fulfilling assigned tasks.

Client Satisfaction

At Universal Building Services, our ultimate goal is to ensure client satisfaction. We have a 24-hour communication system in place to respond promptly to client emergencies. Our clients receive regular contact from UBS supervisors and management to ensure satisfactory performance and quality control. We also conduct periodic quality control inspections to verify that work is done correctly. We take pride in providing excellent and thorough service to our clients.

UBS
UNIVERSAL BUILDING SERVICES

JANITORIAL DIVISION SUPPLY DIVISION POWER SWEEPING DIVISION

All correspondence to:

3120 Pierce Street
Richmond • CA, 94804
(510) 527-1078
1-800-869-6677
Fax 510 / 526-7289
ubsco.com

EXPERIENCE

UBS currently or has provided cleaning services to a number of municipalities and public agencies, including:

East Bay Regional Parks
City of Berkeley
City of Brentwood
City of Burlingame
City of Calistoga
City of Concord
City of Orinda
City of San Ramon
Alameda Municipal Power
City of Roseville
City of Vallejo
City of Sonoma
Travis Credit Union
County of Solano
Town of Windsor
County of Monterey
City of Mountain View
City of Novato
City of Sacramento
City of San Rafael
Amtrak
City of Pinole
City of Emeryville
Town of Truckee
City of Sacramento
County of Solano Libraries
Solano County Superior Court
West County Wastewater District
Napa Valley Transit Authority
Mechanic Banks
Phillips 66
Stege Sanitary District
East Bay Sanitation
Sonoma County

3. Provide at least three (3) references from recent work (previous five years) similar to the services outlined in this request for proposal. Please include a brief description of the work performed and the role your company performed. Reference information shall include: Name, Address, Contact, Title, Phone Number, and Term of Contract.

References

1. City of Brentwood

2201 Elkins Way, Brentwood, CA
Devan Campos, (925) 516-5366
dcampos@brentwood.ca
2022 – Present
Provide Window Washing, Carpet Cleaning, and Upholstery cleaning to 13 locations.

2. City of Newark

37101 Newark Boulevard, Newark CA
Tonya Connolly, (510) 578-4802
tonyac@newark.org
2019– Present
Provide janitorial services to 17 locations, including carpet and floor care, upholstery cleaning, and Day Porter service. UBS also provides window washing.

3. City of San Ramon

7000 Bollinger Canyon Road, San Ramon, CA
Mike Dodds, (925) 973-2800
mdodds@sanramon.ca.gov
2012 – Present
Provide janitorial services to 18 locations, including carpet and floor care, window washing, and upholstery cleaning.

4. List key staff members, including identification of the Principal in-Charge and Project Manager/primary point-of-contact. Include each team member's availability, including all existing committed hours, and the ability of being able to complete the project on time and budget.

MANAGEMENT TEAM

All window washing crews will be readily available based on the City of Dublin's project schedule (days and times).

All required services will be completed based on the City of Dublin's project time and our proposed quote/budget.

William Martinez, *District Manager*
1717 Solano Way. #29
Concord, CA 94523
(925) 934-5533
william@ubsco.com

Mr. William Martinez currently serves as the UBS District Manager for Central Contra Costa County. With an extensive tenure dating back to 1988, Mr. Martinez has accrued over 30 years of comprehensive experience and proficiency across various operational domains. These encompass expertise in janitorial cleaning, window washing, floor and carpet care, as well as proficiency in supervisory and district management, job bidding, customer service, and cost containment. Mr. Martinez is highly regarded for his meticulous attention to customer needs and steadfast dedication to upholding UBS' rigorous standards, which are pivotal to the company's sustained prosperity. William will be responsible for overseeing and managing the City of Dublin's account. William is available 24/7.

Dario DeVincenzi, *Operations Manager*
3120 Pierce Street
Richmond, CA 94804
Phone: (510) 527-1078
Email: dario@ubsco.com

Dario DeVincenzi, as the Operations Manager of Universal Building Services and Supply Co., establishes close collaboration with UBS District Managers and customer representatives to ensure consistent adherence to both customer and UBS standards. With a career commencement at UBS in 1972, Mr. DeVincenzi possesses over 50 years of expertise across various facets of the building maintenance profession.

He holds extensive knowledge of large projects, route management, and high-rise buildings and has established a robust reputation for upholding quality control and ensuring operational success. At the company's corporate headquarters in Richmond, Mr. DeVincenzi is responsible for UBS's overall performance. This involves on-site visits to engage with customer personnel, conduct inspections, oversee performance audits of all UBS personnel, uphold quality standards, liaise with customers, and ensure that all services meet or exceed specified standards and scopes of work through on-site visits and inspections.

5. Provide an approach to completing this project, showing the flow of various tasks of the work and demonstrating a clear understanding of the requested work.

Universal Building Services and Supply Co. has examined this Request for Proposal and is thoroughly familiar with its contents, the scope of work, and all requirements needed. UBS is currently doing this work and will meet with the City of Dublin to confirm revised frequencies and dates.

UBS will comply with all laws and regulations pertaining to the services required for this contract.

UBS has all the licenses and certifications required to perform the window and carpet cleaning services requested in the RFP.

UBS will be using its own Window Washing and Carpet Cleaning crews.

UBS will readily begin services on the anticipated start date of July 1, 2025.

Transition Plan Upon Award of Contract

Universal Building Services and Supply Co.'s Transition Plan includes the following steps:

Basic Transition - Pre-Commencement:

1. Two weeks before the start of contract - Survey facilities in detail to determine needs by area
2. Two weeks before the start of contract - Meet with the City of Dublin's management to discuss special needs and known problem areas
3. Two weeks before the start of contract – Order all new equipment and supplies
4. Two weeks before the start of contract - Meet with existing crews to determine existing schedules and assignments
5. One week before the start of contract - Develop specific plans for each worker and for the entire crew
6. One week before the start of contract - Write specific job descriptions by area
7. One week before the start of contract - Set up all periodic schedules
8. One week before the start of contract - Hire workers, taking into consideration California Labor Code Chapter 4.5 Displaced Janitor Opportunity Act, Sections 1060-1065,
9. One day before the start of contract - Label and deliver equipment and supplies the day before or day of the start of service

Basic Transition - Upon Start of Contract:

1. Completed upon end of week one - Orientation of workers
2. Completed upon end of week one - Make station assignment changes as necessary
3. Completed upon end of week one - Orientation training of workers in UBS methods (re. tools, supplies, safety, security, etc.)
4. Completed upon end of week two - Daily on-site monitoring and inspection of janitors and their performances until standards of cleaning are met

6. Provide a proposed project budget, to include a compensation rate schedule for services.

Attachment C

Required Maintenance and Service Frequency

CARPET CLEANING SERVICES - LOCATIONS	FREQUENCY	Annual Bid FY25/26
1. Civic Center, City Hall – 100 Civic Plaza		
Regional Meeting Room: 1,150sf	Every month	$2,532.00
Area A: 2,622sf – Administration Wing 1st floor main hallway, staircases, 2nd floor main hallways (outside Finance & City Manager's Office) & staircases.	Every month	$5,676.00
Area B: 4730sf - Internal corridors & traffic areas, Admin Wing.	Aug, Nov, Feb, May	$2,524.00
Council Chambers (Floor Only): 500sf	Aug, Feb	$158.00
Chamber Seating Area (Floor Only): 2,000sf	Feb	$368.00
2. Civic Center, Dublin Arts Center – 100 Civic Plaza		
First Floor Carpet Areas including staircases: 420sf	Every month	$948.00
Second Floor Carpet Areas: 4,322sf	Aug, Nov, Feb, May	$2,944.00
3. Library – 200 Civic Plaza		
Community Room: 1,600sf	Jul, Sept, Nov, Jan, Mar, May	$1,266.00
Main Library / Virginia Bennet Room: 14,150sf	Sept, Jan, May	$5,046.00
Program Room: 575sf	Sept, Jan, May	$318.00
4. Senior Center – 7600 Amador Valley Boulevard		
All Carpet Areas: 4,405sf	Jul, Sept, Nov, Jan, Mar, May	$4,416.00
5. Shannon Community Center – 11600 Shannon Avenue		
Area A: 7,610sf - Ballroom (must be cleaned using dry extraction, w/spot treatment at every cleaning), classroom, lobby & hallway.	Every month	$12,612.00
Area B: 1,035sf - Offices	Aug, Nov, Feb, May	$632.00
6. Fire Station 16 – 7494 Donohue Drive		
All Carpet Areas: 2,260sf	April	$421.00
7. Fire Station 17 – 6200 Madigan Avenue		
All Carpet Areas: 3,480sf	April	$421.00
8. Fire Station 18 - 4800 Fallon Road		
All Carpet Areas: 1,980sf	April	$421.00
9. Heritage Center & Museum – 6600 Donlon Way		
All Carpet Areas: 600sf	Oct, Jun	$212.00
10. The WAVE Aquatic Park – 4201 Central Parkway		
Area A: 4,504sf - Multi-purpose room, lobby & hallway.	Every month	$6,312.00
Area B: 1,800sf - Offices	Aug, Oct, Dec, Feb, Apr, Jun	$1,266.00
11. Corporation Yard - 5709 Scarlett Court		
All Carpet Areas: 1,800sf	Apr, Dec	$632.00
12. Public Safety Complex (Police Services) – 6361 Clark Avenue		
All Carpet Areas: 12,055sf	May, Jan	$3,364.00
Main Foot Traffic Areas: 4,600sf	Aug, Oct, Dec, Mar	$2,104.00

PRICING AND ADDITIONAL SERVICES	FREQUENCY	Price / Sq. Ft.
Council Chamber seating area	Upon Request	.18
All other locations	Upon Request	.18
Upholstery cleaning	Upon Request	52.75 hr.
Same-day emergency carpet cleaning	Upon Request	.18

WINDOW CLEANING SERVICES - LOCATIONS	FREQUENCY	Annual Bid FY25/26
1. Civic Center, City Hall and Dublin Arts Center – 100 Civic Plaza		
All exterior windows	May	$2,360.00
All windows – Interior and exterior	October	$2,882.00
Lobby - Interior and exterior	Sept & March	$1,652.00
2. Library – 200 Civic Plaza		
All exterior windows and entrance lobby glass doors	Feb, Jun, Sept, Dec	$3,776.00
All interior windows	October	$944.00
3. Senior Center – 7600 Amador Valley Boulevard		
All exterior windows	April	$708.00
All windows – Interior and exterior	October	$1,416.00
4. Shannon Community Center – 11600 Shannon Avenue		
All exterior windows	Feb, Jun, Oct	$2,124.00
All windows – Interior and exterior	Jun, Jan	$1,416.00
5. Dublin Heritage Center – 6600 Donlon Way		
Museum - Interior and exterior	Sept, Mar, May	$885.00
Church - Interior and exterior	September	$118.00
Kolb House - Interior and exterior	September	$236.00
School Barn - Interior and exterior	September	$59.00
Public Restroom Building - Interior and exterior	September	$59.00
Art Studio - Interior and exterior	September	$236.00
6. The WAVE Aquatic Park – 4201 Central Parkway		
All windows – Interior and exterior	May, Jun, Sept, Jan	$13,688.00
7. Corporation Yard – 5709 Scarlett Court		
All windows – Interior and exterior	Jun, Mar	$236.00
Public Safety Complex (Police Services) – 6361 Clark Avenue		
All exterior windows	Jul, Oct, Jan, Oct	$2,360.00
All interior windows	Jul, Apr	$1,416.00

TOTAL ANNUAL BID FOR SERVICE				
	Window Cleaning	Carpet Cleaning	Carpet, Window, Upholstery, Contingency	Annual Bid Total
Year 1 (FY25/26)	$36,571.00	$54,593.00	$4000.00	$95,164.00
Year 2 (FY26/27)	$37,668.00	$56,231.00	$4000.00	$97,899.00
Year 3 (FY27/28)	$38,798.00	$57,918.00	$4000.00	$100,716.00
Year 4 (FY28/29)	$39,962.00	$59,655.00	$4000.00	$103,617.00
Year 5 (FY29/30)	$41,161.00	$61,445.00	$4000.00	$106,606.00
Total:	$194,160.00	$289,842.00	$20,000.00	$504,002.00

Invoices shall be submitted electronically to: pwinvoices@dublin.ca.gov no more than once monthly and as work is completed. Invoices shall be submitted for services rendered from the first to the last day of each month.

Contractor shall submit to the City any proposed increase to costs no later than 60 days prior to the start of a new Fiscal Year (July 1-June 30). Any changes to cost shall be approved in writing by the Public Works Manager or designee. Any such increase shall be calculated based on the Consumer Price Index for All Urban Consumers (CPI-U) and shall not exceed 3%.

7. Provide confirmation of your company's ability to meet the City's Standard Consulting Agreement and insurance requirements. Exceptions to the Agreement and insurance requirements shall be specifically noted in the Propsoal.

Universal Building Services and Supply Co. meets all requirements stated in the City's Standard Contractor Services Agreement and take no exceptions to the said agreement.
Universal Building Services and Supply Co. has reviewed the insurance requirements, and we find one exception. We do not have Professional Liability Insurance. However, we do have Employee Crime and Theft Insurance.

ADDENDUM TO RFP

Carpet and Window Cleaning Services
Issued: 4/7/2025

Questions listed below have been consolidated to provide a concise response for interested parties.

1. It says in the RFP that we need to have Professional Liability Insurance. We have Employee Crime and Theft Insurance. Can we substitute the Professional Liability for the Employee Crime?
   - Answer: No. It would be best to have Professional Liability Insurance since it covers all professional liability and not only employee crime and theft.

2. I wanted to ask if you are accepting bids that cover just one of the requested services (in our case, just the window cleaning) or are you requiring the successful bidder(s) to offer both services?
   - Answer: We are requiring the successful bidder(s) to offer both services.

3. Do you have square footage for the different locations? Are you planning any kind of site walkthrough? Also, I wanted to know when you will be going out to bid for janitorial services?
   - Answer: We have provided square footage in the RFP. We are currently under contract with a Janitorial company through 2027.

4. I am looking at the window cleaning contract. Is this for Carpet and Window cleaning all together or can a window cleaning bid be sent separately? As in, we do not clean carpets, just windows.
   - Answer: This RFP is for both Carpet and Window cleaning services. We will not be accepting separate bids.

5. We carry a $2,000,000 General and a $1,000,000 Workers Comp. I see there is a $4,000,000 General aggregate as well. Does this aggregate need to be in place and sent with the contract or can we purchase this extra insurance after the approval selection? We wouldn't want to pay all this extra if we end up not getting the contract.
   - Answer: We do not force anyone to provide insurance before they work on a contract with the City. Per the RFP, contractors must be able to procure the insurance before getting into a contract.

6. Will my employees all need Livescan before the selection or can we do that after the selection?
   - Answer: If selected to work in Dublin you will need to provide documentation of Live scanned employees after the contract is awarded.

7. I'd like to coordinate a site visit this week to assess the locations requiring these services. Please let me know a convenient day and time for the visit, as well as the best on-site contact.
   - Answer: We have provided square footage in the RFP.

8. In the bid packet, there is a form titled "Total Annual Bid for Service." In the third column, "Carpet, Window, Upholstery, Contingency", what total goes in this spot?
   - Answer: Please have everyone enter in $4,000 under this column.

Agenda Item 5.9

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Amendment to the Agreement with Storm Water Inspection & Maintenance Services LLC for Trash Capture Device Maintenance Services
Prepared by: Julius Pickney, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider approving an amendment to the agreement with Storm Water Inspection & Maintenance Services LLC for trash capture device maintenance services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Amendment to the Agreement with Storm Water Inspection & Maintenance Services LLC for Trash Capture Device Maintenance Services.

FINANCIAL IMPACT:

The proposed amendment will increase the agreement term by two years and increase the total not-to-exceed compensation amount to $669,365. The cost of these services will be charged to the Public Works Department in accordance with the adopted annual operating budget.

DESCRIPTION:

The Public Works Department utilizes consultants and contractors on Capital Improvement Program (CIP) projects, private development projects, and City operation and maintenance programs. On October 19, 2022, the City Council adopted Resolution 122-22 approving an agreement with Storm Water Inspection & Maintenance Services, Inc. for trash capture device maintenance services (Attachment 3). The term of the existing agreement expires on June 30, 2025. The proposed amendment extends the term of service, by two years, to June 30, 2027, and increases the not-to-exceed (NTE) compensation from $327,540 to $669,365. The increase to the NTE includes a contingency of $31,075 for unforeseen, as-needed, or additional services requested by the City. The amendment also reflects the contractor's business name change to Storm Water Inspection & Maintenance Services, LLC (SWIMS).

The Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit (MRP) requires that permittees reduce trash discharges to local waterways through installation of trash capture devices, or equivalent methods. The MRP requires a 90% reduction of trash discharges, but the requirement is increasing to 100%. To meet the 100% requirement, the City will be installing 80 new storm drain inlet (SDI) trash capture devices this summer. SDI trash capture devices are installed in standard storm drain inlets which capture a small drainage area (typically less than an acre).

The new trash capture devices will bring the total number of City-owned SDI trash capture devices to 216. The City also owns 21 hydrodynamic separators, including three new devices installed at Don Biddle Community Park. Hydrodynamic separators are underground devices capable of removing trash from stormwater runoff from a larger drainage area than an SDI trash capture device.

The MRP requires the inspection and maintenance of stormwater treatment measures to ensure that pollutants are prevented from entering storm drains, creeks, and eventually the San Francisco Bay. To remain in compliance with the MRP and maintain the City's stormwater treatment infrastructure, Staff is recommending amending the existing agreement with SWIMS to provide two more years of maintenance and to increase the not-to-exceed compensation amount by $341,825 for the maintenance of existing and new stormwater treatment measures for the two-year term extension.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving an Amendment to the Agreement with Storm Water Inspection & Maintenance Services LLC for Trash Capture Device Maintenance Services
2) Exhibit A to Resolution – First Amendment to Contractor Services Agreement between the City of Dublin and Storm Water Inspection & Maintenance Services LLC
3) Contractor Services Agreement between the City of Dublin and Storm Water Inspection & Maintenance Services, Inc.

RESOLUTION NO. XX – 25

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

APPROVING AN AMENDMENT TO THE AGREEMENT WITH STORM WATER INSPECTION & MAINTENANCE SERVICES LLC FOR TRASH CAPTURE DEVICE MAINTENANCE SERVICES

WHEREAS, on October 18, 2022, the City Council adopted Resolution No. 122-22 Approving the Contractor Services Agreement with Storm Water Inspection & Maintenance Services, Inc. for Trash Capture Device Maintenance Services with a not-to-exceed compensation amount of $327,540 over a three-year term; and

WHEREAS, the City desires to amend the current Agreement to extend the term to June 30, 2027, and to increase the not-to-exceed compensation limit to $669,365; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does herby approve the First Amendment to the Contractor Services Agreement with Storm Water Inspection & Maintenance Services LLC, attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to execute the amendments to the agreement, attached hereto as **Exhibit A,** and make any necessary, non-substantive changes to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Docusign Envelope ID: 31A2F0AD-8D38-4467-9029-9B9E6F894BA6

FIRST AMENDMENT TO CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND STORM WATER INSPECTION & MAINTENANCE SERVICES LLC

WHEREAS, on October 19, 2022, the City of Dublin (hereinafter referred to as "CITY") and Storm Water Inspection & Maintenance Services LLC (hereinafter referred to as "CONTRACTOR") entered into a Contractor Services Agreement for trash capture device maintenance services (hereinafter referred to as the “AGREEMENT”); and

WHEREAS, the existing AGREEMENT will expire on June 30, 2025; and

WHEREAS, the CITY and CONSULTANT now wish to amend the AGREEMENT to extend the term through June 30, 2027 by modifying section 1.1, and to increase the not to exceed compensation amount to $669,365 by modifying section 2; and

WHEREAS, the CITY and CONSULTANT now wish to amend the AGREEMENT to update the Compensation Schedule & Reimbursable Expenses by replacing 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) The end of the term, set forth in section 1.1 of the AGREEMENT, shall be extended until June 30, 2027

2) The compensation amount set forth in section 2 of the AGREEMENT shall be increased to a sum not to exceed $669,365, which includes a contingency of $31,075.

3) Exhibit B shall be rescinded in its entirety and replaced with the attached revised exhibit.

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

5) 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.

6) 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 First Amendment to be executed as of the date of the City Manager's signature below.

CITY OF DUBLIN

By: _____
Colleen Tribby, City Manager

Dated: _____

STORM WATER INSPECTION & MAINTENANCE SERVICES LLC

Signed by:
Todd Hudson
2D5B5960B3C94FD...

By: _____
Todd Hudson, Chief Operating Officer

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT B - COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Proposed Services:
Annual Maintenance Estimate For:

216 Catch Basin Filters – 3x Per Year
2 Filterra Units – 2x per Year
21 CDS Vault Inspections – 2x Per Year
21 CDS Vault Pump Outs – 1x Per Year
Install 3 Media Pillows in each CDs vault – 1x Per Year

Products & Services	Description	Quantity	Unit Price	Total
Storm Drain Inlet Filter	Inspect, Service, Maintain Storm Drain Inlet Filters Three (3) Times Per Year. Power vacuum all sediment and surface debris. Inspect and replace media as needed. Install drain tags at each service. Dispose of sentiment/debris per EPA Standards. Detailed digital report with before/after pictures included.	648	$125	$81,000
HDS Unit –Inspection	Performance Evaluation Two (2) Times Per Year. All sediment and water levels measured, inspection of in-flow and outflow pipes, inspection for all functioning parts. Detailed digital report with pictures included.	42	$425	$17,850
HDS Unit – Pump Out	One (1) Time Per Year - Remove all floatables, decant stormwater, pump out all sediment and debris. Pressure wash/power vacuum sump floor and separation screen. Dispose of sediment and debris at approved landfill. All crew confined space equipped and certified. Price includes up to 320 gallons of sediment removed. An additional $3.20 / gallon will be charged for anything above 320-gallons of sediment removed. Detailed digital report with before/after pictures included.	21	$2,300	$48,300
Filterra Maintenance	Service Two (2) Times Per Year. Remove and dispose of all mulch, trash, debris and sediment. Inspect filter media, plant condition, energy dissipating rocks. Replace mulch and dispose of spent non-hazardous mulch. Detailed digital report with pictures included.	4	$625	$2,500
Media Pouch Install	One (1) Time Per Year - Install Media Pouch with Perlite Filter Media. 3 Pillows per CDS Unit, or as directed by the City.	63	$75	$4,725

Traffic Control for Maintenance Events (as needed)	Traffic control to be performed by a C31 certified company where lane closures are needed. Pricing includes all labor, materials and 2-man crew to assist SWIMS in safely servicing these units. $2,250 per 8-hour day at Prevailing Wage Rates. Total necessary days will be determined after the site walk is completed and the traffic control plan is determined.	0	$2,250	$0.00
New Traffic Control Pages (Only as need)	Site specific traffic control plans will be developed and submitted to the City's Traffic Engineer for approval of any area requiring lane closures. The number of pages required will be determined once the site walk has been conducted to determine total lane closures. If a PE stamp is required, the cost per page is $750.	0	$375	$0.00
Mobilization Fee / Fuel Surcharge Per Vehicle / Day	Mobilization and demobilization of each visit, fuel costs, transportation and delivery of materials.	20	$50.00	$1000
			Total	**$155,375**

TERMS & CONDITIONS: SWIMS cannot guarantee the effectiveness of any filtration system, device, or product and must refer customer to the manufacturer. SWIMS is not responsible for any malfunction to the filter structure, system or other devices that results from negligence, improper installation, lack of maintenance, maintenance by on-site or third parties or damage to filter structures from natural occurrences. Maintenance contracts do not include the costs for repair or replacement of damaged filter structures or system devices. Additional services or repairs will not be performed without consent of customer and will be quoted and invoiced separately from this contract.

PRICING: All estimates are valid for 60 days.

FEES: Any third-party compliance fees or vendor portals, additional insurance requirements, invoicing fees, or additional requirements imposed by the Customer will be added to the cost of services.

TRAFFIC CONTROL & PREVAILING WAGE: SWIMS does not include Traffic Control, Payment/Performance Bonds or Prevailing Wage in estimates unless specifically noted as a line item and rates are specified.

ACCESS: The Customer is responsible for all service areas (vaults, catch basins, etc.) being accessible and unobstructed on the day of the scheduled service. If SWIMS is unable to complete the full scheduled service due to lack of access, the entire amount for that scheduled service will still be charged to the Customer. If a return trip is requested, it is the Customer's responsibility to request SWIMS to return and a $500.00 mobilization fee will be charged. Site maps are available upon request so proper arrangements can be made prior to our arrival.

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CHANGE IN MANAGEMENT: If there is a change in the responsible party for the property, a written notification needs to be given to SWIMS at least 30 days prior to next service. If notification is not provided to SWIMS, the Customer is still responsible for all invoices for work performed prior to SWIMS being notified.

All CPI increases shall be calculated by Consultant and requested for adjustment each May, effective each July 1st. Rate increases shall not exceed 3% 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.

CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND STORM WATER INSPECTION & MAINTENANCE SERVICES INC.

THIS AGREEMENT for trash capture device maintenance services is made by and between the City of Dublin ("City") and Storm Water Inspection & Maintenance Services Inc. ("Contractor") (together sometimes referred to as the "Parties") as of October 19, 2022 (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, 2025, 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 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 $327,540 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 B, 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 **Intentionally Deleted.**

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 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 **Intentionally Deleted.**

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 without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

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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 active 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:

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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.

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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:

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Storm Water Inspection & Maintenance Services Inc.
PO Box 1627
Discovery Bay, CA 94505
Attn: Kim Morris
Email: kim@swimsclean.com

Any written notice to City shall be sent to:

City of Dublin
Attn: Shannan Young, Public Works Department
100 Civic Plaza
Dublin, CA 94568

10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, [and C] 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 & Reimbursable Expenses
Exhibit C	California Labor Code Section 1720 Information

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.

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

E93B38CFFC844E8...

Linda Smith, City Manager

Attest:

DocuSigned by:

Marsha Moore

9BB708153D22F40A...

Marsha Moore, City Clerk

Approved as to Form:

DocuSigned by:

4D33BDE7E0B0433...

City Attorney

Storm Water Inspection & Maintenance Services Inc.

DocuSigned by:

Todd Hudson

2D5B5906B3C94FD...

Todd Hudson, Vice President

19542

Contractor's DIR Registration Number

3070365.1

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EXHIBIT A

SCOPE OF SERVICES

Scope of Work
For
Trash Capture Device Maintenance Services

Contractor to perform operations and maintenance services for storm drain inlet-based devices (e.g. REM Triton Bioflex Trash Guard (BFTG) Filters and similar others) and for hydrodynamic separators as required by the Municipal Regional Stormwater NPDES Permit. The trash capture devices are located throughout the City, as shown on the maps included in this scope of work.

Hydrodynamic Separators

Currently, there are eighteen (18) hydrodynamic separators (H/S unit) located throughout the City. There may be additional H/S units installed within the contract term. Operations and maintenance (O&M) service for the H/S units shall be performed a minimum of two times per year. O&M Service shall include but is not limited to the following:

- Visually inspect the H/S unit to determine if the system components are in working order and to verify that there are no blockages or obstructions in the inlet or separation screen.
- Note the remaining capacity of the device. If the device is at or approaching 50% full, complete maintenance activities to remove sediment, trash and debris.
- Note any special problems such as flooding, screen blinding, or plugging from leaves, plastic bags, or other debris.
- Note evidence of overflow, any damage reducing function, or other negative conditions.
- At least one complete maintenance service, including vacuuming and power-washing shall be completed annually. The mandatory annual maintenance shall be completed prior to the rainy season (October 1). Power-washing liquid shall be disposed of properly (i.e. not allowed to enter the storm drain system). Typical quantities of sediment removal are between 70-140 gallons per unit.
- Remove and replace sorbent material, as applicable. Spent sorbent material shall be manifested and recycled at a Cal EPA approved processing facility. Contractor is responsible for procurement of sorbent materials.
- Remove and dispose of all captured debris and material in accordance with all applicable laws and regulations. The contractor shall maintain and provide to the City disposal records and/or chain of custody documents, as appropriate.
- Provide photographic evidence, time and date stamped, of the device cleaning.

REM Triton Bioflex Trash Guard (BFTG) Filters and Other Storm Drain Inlet Filters

Currently, there are approximately 130 storm drain inlet filters (inlet filters) installed in City right-of-way or property, many/most of which are BFTG filters. O&M service for inlet filters shall be performed a minimum of three times per year. O&M service shall include but is not limited to the following:

- Vacuum and power-wash filters at each service visit. Power-washing liquid shall be disposed of properly (i.e collected and not allowed to enter the storm drain system).
- Inspect each inlet filter for system operation.
- Replace and recharge filter media as necessary. Contractor is responsible for procurement of filter media.
- Attach a bright yellow dated service lock-out tag to each storm drain inlet after the maintenance is completed.

- Remove and dispose of all captured debris and material in accordance with all applicable laws and regulations.
- Spent media (if applicable) shall be manifested and recycled at a Cal EPA approved processing facility.
- Provide photographic evidence, time and date stamped, of the device cleaning.

Noticing
Notice shall be provided to the City electronically a minimum of seven working days prior to any scheduled maintenance activities. The City reserves the right to request that maintenance activities be rescheduled due to conflicts.

Reporting
Reporting shall be provided electronically after each service event. Reports shall be uploaded to the Clean Water Program ArcGIS on-line full trash capture reporting and maintenance tool, or other database as directed by the City. The maintenance report shall include but is not limited to the following information:

- Service date.
- Reference City of Dublin storm drain inlet or manhole ID#.
- Detail of services performed.
- Specify storage capacity condition of the device by indicating percent full (capacity).
- Provide an estimated amount of debris removed from each unit in gallons or cubic feet.
- Include trash characterization for trash removed (i.e. % trash and dominant types of trash).
- Report any special problems such as flooding, screen blinding or plugging from leaves, plastic bags, or other debris causing overflow, damage reducing function, or other negative conditions.
- Date-stamped photo documentation of maintenance activity completed on all inlet filters and H/S units.

If special problems are observed that could potentially cause or contribute to localized flooding, the City shall be contacted on the same day, if rain is imminent.

Traffic Control
Inspection and maintenance crews shall follow current City of Dublin, CalTrans and California Manual of Uniform Traffic Control Devices standards. No public road under the jurisdiction of the City of Dublin shall be closed to travel by the general public without special permission of the City Engineer in writing. No lane closures will be allowed between 6:00 am and 9:00 am or between 3:30 pm and 6:30 pm. At other times, lane closures will be at the discretion of the City Engineer. At least one lane of traffic shall be kept open to the general public. Appropriate traffic control shall be provided for bicycles and pedestrians, as well as for motorized vehicles. Note the following:

- Traffic control shall be provided by the Contractor, as necessary. The traffic control shall be provided by a C31 certified company.
- A site-specific traffic control plan will be required for any traffic lane closures and shall be approved by the City's Traffic Engineer.
- Note: a C31 certified company does not need to be employed if a lane closure is not required. However, all traffic control provided shall follow the California Manual on Unifor Traffic Control Device rules, regardless of who is implementing the traffic control.

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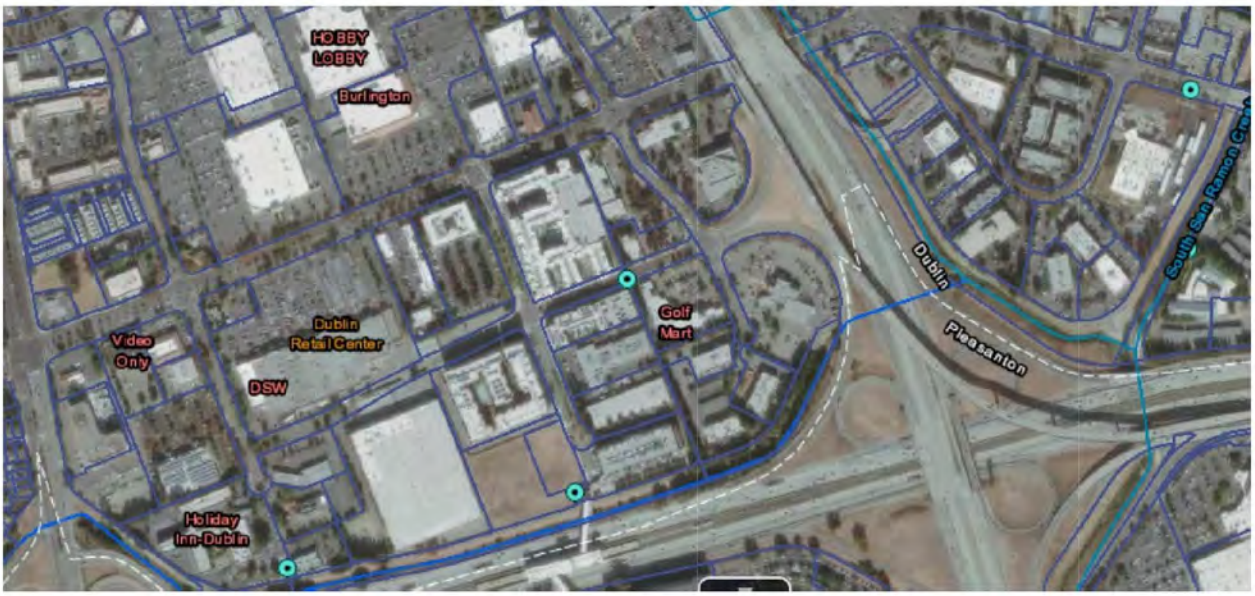
Hours of Operation
Inspection and maintenance of H/S and inlet filters shall occur Monday through Friday may not commence prior to 8:00 am in residential areas. Upon award of the contract, a proposed maintenance schedule shall be provided to the City for review and approval.

Prevailing Wage
All work shall be based on prevailing wage scale.

Trash Capture Devices Location Maps Overview

Map of Hydrodynamic Separator Locations

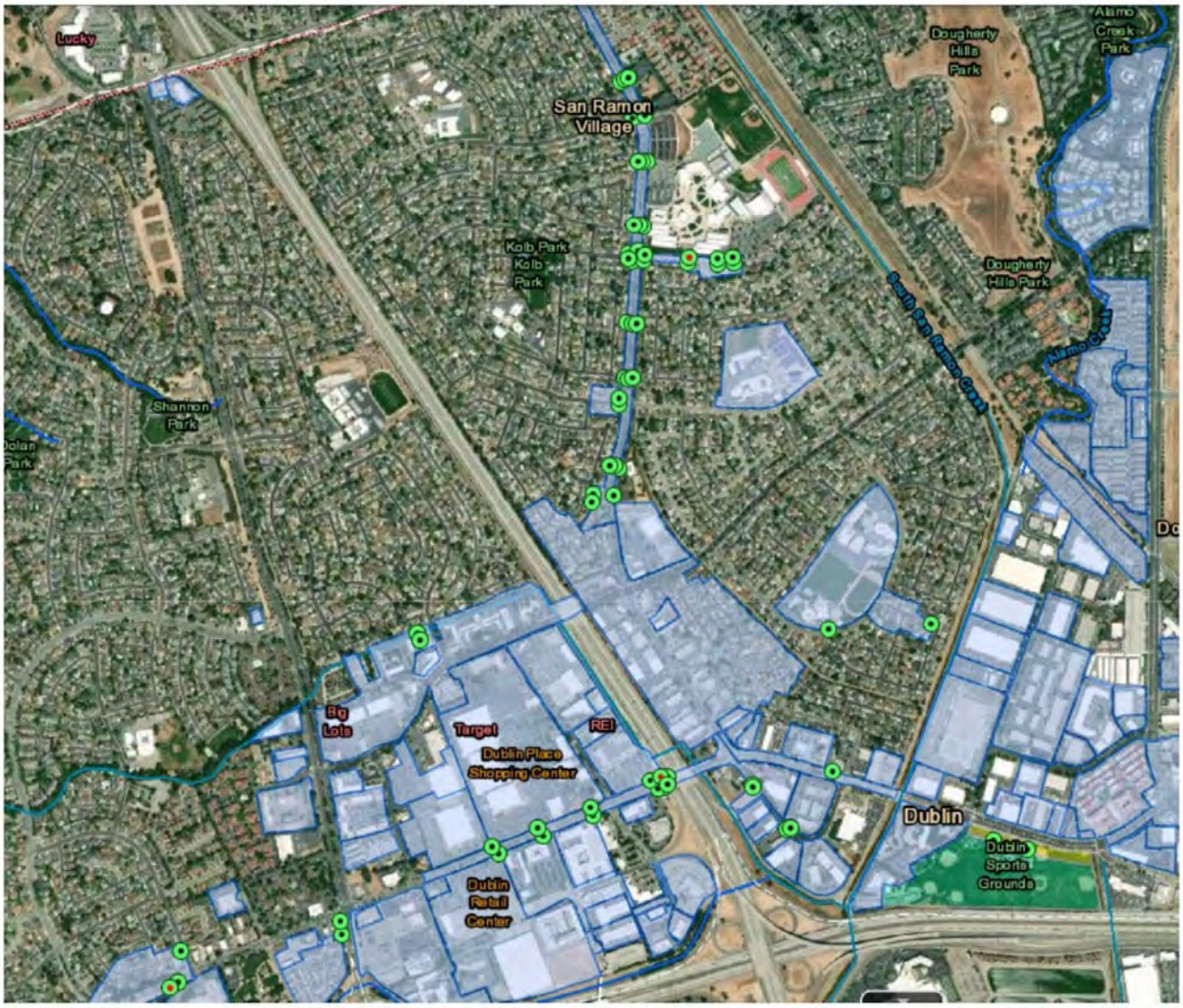
Hydrodynamic Separator locations – closer views



Hydrodynamic separators – closer view continued

Hydrodynamic separators – closer view continued

Inlet Filter Locations



Inlet filter locations continued

Inlet filter locations continued

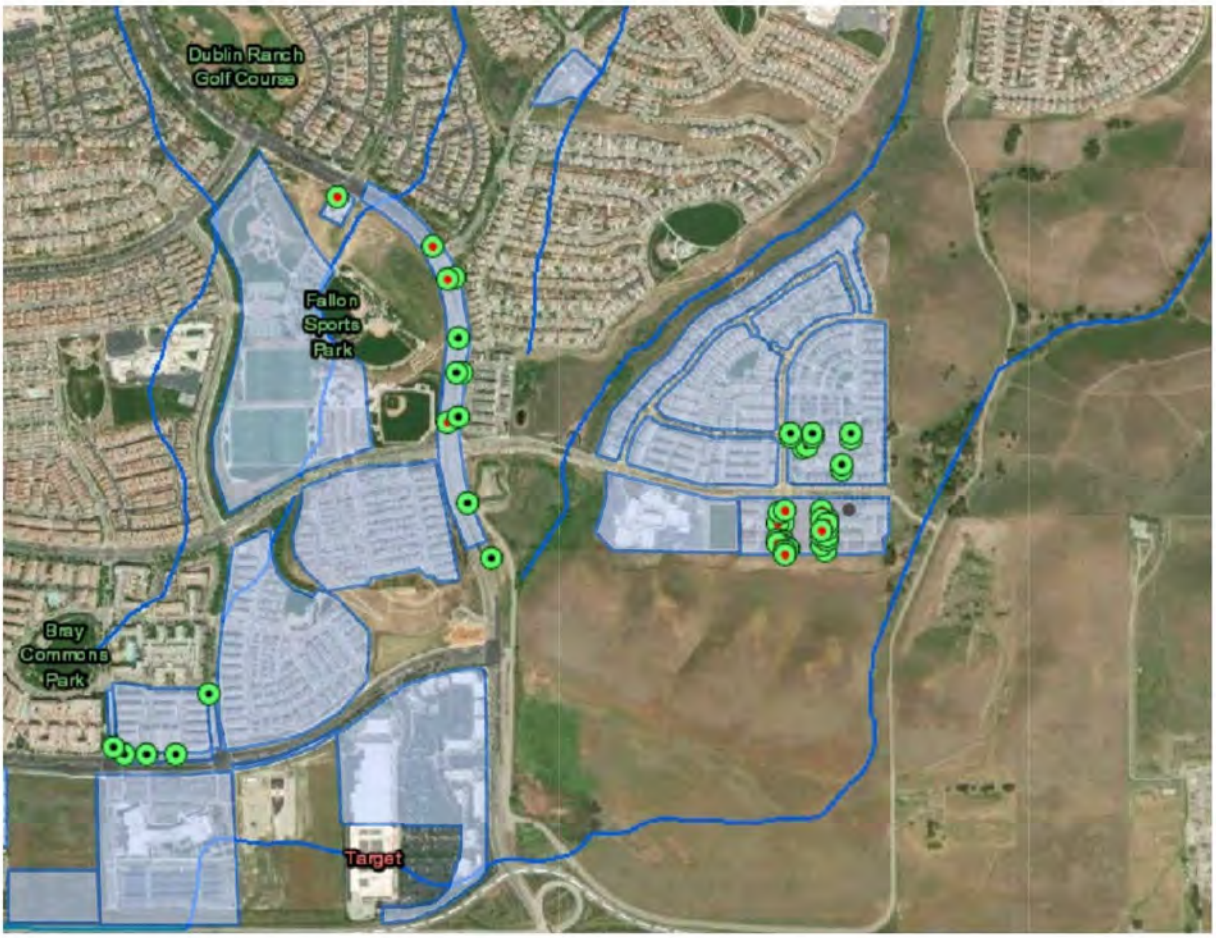


EXHIBIT B

COMPENSATION SCHEDULE

Annual total compensation is based upon the assumed work noted in the table below. As approved by the City, adjustments may be necessary depending on actual work required. Adjustments must be within the total approved contract budget.

Products & Services	Description	Annual Quantity	Unit Price	Total
Storm Drain Inlet Filters Maintenance	Inspect, Service, and Maintain. Power vacuum all sediment and surface debris. Inspect and replace media as needed. Dispose of sediment/debris per EPA Standards. Dated drain tags to be installed after each service. Detailed digital report with before/after pictures included.	390	$100	$39,100
Hydrodynamic Separator Unit Inspection	Performance Evaluation Two (2) Times Per Year. Removal of all floatables, sediment and water levels monitored, inspection of in-flow and out-flow pipes, inspection for all functioning parts. Detailed digital report with pictures included.	36	$365	$13,140
Hydrodynamic Separator Unit Pump Out	Remove all floatables, decant stormwater, pump out all sediment and debris. Pressure wash/power vacuum sump floor and separation screen. Dispose of sediment and debris at approved landfill. All crew confined space equipped and certified. Service to be performed as needed when device is nearing 50% full - based on inspection reporting. Price includes up to 320 gallons of sediment, $2.95 per gallon once 320 is reached.	18	$2,100	$37,800
Traffic Control – Per Day	Traffic control to be performed by a C31 certified company where lane closures are needed. Pricing includes all labor, materials and 2-man crew to assist SWIM'S in safely servicing these units. $1,995 per 8-hour day @ prevailing wage rates. Total necessary days will be determined once full site walk has been conducted and traffic control plan has been determined. Estimated 3 lane closures per year from digital aerial review of locations.	3	$1,995	$5,985
Traffic Control Plan – Per sheet	Site-specific traffic control plan will be developed and submitted to the City's Traffic Engineer for approval of any area requiring lane closures. The price per page is $305.00 and will be determined once full site walk has been conducted to determine total lane closures. $610.00 per page for a PE stamped traffic control plan.	9	$305	$2,745

Media Pillow Replacement	Furnish and replace media pillows once spent. Disposed of per EPA standards. $70.00 per media pillow replacement.	8	$70	$560
Subtotal				**$99,230**
10% Contingency				**$9,950**
Annual Total				**$109,180**

The Agreement term is for three years. The table below represents the total compensation limit for the Agreement.

Year 1	$109,180
Year 2	$109,180
Year 3	$109,180
Total Compensation	$327,540

EXHIBIT C

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

A. 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.

B. 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.

C. The Contractor 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.

WAGES:

A. 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 Contractor 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 or work.

B. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes penalties per day for each worker engaged in the performance of the services described in Exhibit A that the Contractor 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 Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor 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 Contractor or subcontractor had knowledge of their obligations under the California Labor Code. The Contractor 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 Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor 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.

2. The Contractor 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.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor 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.

4. Prior to making final payment to the subcontractor, the Contractor 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.

C. In accordance with California Labor Code Section 1776, the Contractor 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:

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

2. 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 sent directly to the Labor Commissioner, and available for inspection by the Owner and its

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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.

D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor 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.

E. In case it becomes necessary for the Contractor 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 Contractor 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.

Agenda Item 5.10

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Dougherty Hills Open Space Slide and Trail Repair Project (FEMA Project No. 716372) and Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project (FEMA Project No. 733037), CIP No. GI0221 – Approval of Plans and Specifications and Award of Contracts to Granite Construction Company and Approval of a Budget Change
Prepared by: Laurie Sucgang, City Engineer

EXECUTIVE SUMMARY:

The City Council will consider approving the plans and specifications and awarding construction contracts to Granite Construction Company for the Dougherty Hills Open Space Slide and Trail Repair Project and the Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project. The projects will repair damage caused by the storms in winter 2022-2023. The City Council will also consider approving a budget change to increase the project funding.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Plans and Specifications and Awarding a Contract to Granite Construction Company for the Dougherty Hills Open Space Slide and Trail Repair Project, CIP No. GI0221, FEMA Project No. 716372; adopt the **Resolution** Approving the Plans and Specifications and Awarding a Contract to Granite Construction Company for the Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project, CIP No. GI0221, FEMA Project No. 733034; and approve the budget change.

FINANCIAL IMPACT:

The bid submitted by Granite Construction Company for the Dougherty Hills Open Space Slide and Trail Repair Project is $965,078. Staff recommends a construction contingency of $96,500 (about 10%) to facilitate change orders for unforeseen construction issues, bringing the total potential construction cost to $1,061,578.

The bid submitted by Granite Construction Company for the Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project is $587,620. Staff recommends a

construction contingency of $58,800 (about 10%) to facilitate change orders for unforeseen construction issues, bringing the total potential construction cost to $646,420.

These two projects, along with five other storm damage repair projects, are a part of the Resiliency and Disaster Preparedness Improvements Capital Improvement Program (CIP) project, CIP No. GI0221. The total budget for CIP No. GI0221 is $2,754,189. To date, one other project (Mape Memorial Park Pathway Relocation Project) has completed the design phase, and the City Council awarded a construction contract on May 6, 2025 in the amount of $147,777. Additionally, the preliminary engineering and design phase of four other projects has begun and task orders for professional engineering services have been issued in the total amount of $925,000.

With the previously awarded construction and the in-process preliminary engineering and design work, there is a funding need of approximately $660,000 to award construction contracts for the Dougherty Hills Open Space Slide and Trail Repair Project and the Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project. Staff recommends a budget change of $660,000 from the General Fund to increase the budget of CIP No. GI0221. Current project funding, encumbrances, and funding need are summarized in the table below.

	Preliminary Engineering, Design, Environmental Permitting	**Construction, Inspection, Community Workforce Agreement Administration (if applicable)**	**Total**
Dougherty Hills Open Space Slide & Trail Repair ***Proposed to be Awarded for Construction***	$193,700	$1,200,000	$1,393,700
Dublin Boulevard Slide Repair ***Proposed to be Awarded for Construction***	$70,800	$708,300	$779,100
Mape Memorial Park Pathway Relocation ***In Construction***	$60,000	$206,000	$266,000
Four other projects ***In Design Phase***	$925,000	N/A	$925,000
Staff and Miscellaneous Costs			$50,000
Total Estimated Expenditures			**$3,413,800**
Total Project Funding Through FY 2025-26 (General Fund)			$2,754,189

Current Funding Shortfall	$659,611
Current Proposed Budget Increase (Rounded)	**$660,000**

As the remaining four storm damage repair projects progress from design to the construction phase additional budget increases will be needed to fund construction and complete the projects.

Staff applied for grant funding through the Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services (CalOES) for the Dougherty Hills Open Space Slide and Trail Repair Project and the Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project. Staff is working with FEMA and CalOES, and will submit costs to the organizations, who will determine which project expenditures are eligible for reimbursement, which could be up to 75% of the costs.

DESCRIPTION:

The 2024-2029 Capital Improvement Program (CIP) includes the Resiliency and Disaster Preparedness Improvements Project, CIP No. GI0221. The Resiliency and Disaster Preparedness Improvements Project provides for the planning, design, environmental permitting, and construction of repairs at various sites throughout the City that were damaged in the series of rainfall events in December 2022 and January 2023, which were declared a major disaster for the State of California by the President on January 14, 2023.

During the rainfall events, a number of shallow landslides occurred, including in these two locations: one slide occurred at the Dougherty Hills Open Space at the Crossridge Road trailhead; and six small slides occurred along Dublin Boulevard between Inspiration Drive and Silvergate Drive. Both sites experienced damage to the adjacent trails with sediment and debris flowing into the public street rights-of-way. During and immediately following the landslides, City maintenance contractors were deployed to remove the debris and secure the sites to prevent further debris from impacting the trails and roadways.

The sites have been temporarily stabilized through the last two rainy seasons while Staff and the design consultants prepared designs and environmental documents, and coordinated with FEMA. The project repairs consist of trail reconstruction, grading, slide debris removal, and drainage improvements. Upon receiving the authorization to proceed to construction from FEMA, Staff solicited public bids for the construction of both projects.

Bid Process and Results

The City of Dublin issued bid packages for the Dougherty Hills Open Space Slide and Trail Repair Project (Site #1) and the Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project (Site #2) on April 15, 2025. The bid packages consisted of 35 bid items for Site #1 and 17 bid items for Site #2. Five sealed bids were received for Site #1 and three sealed bids were received for Site #2, and all bids were publicly opened on May 15, 2025. The five bids for Site #1 ranged from $965,078 to $1,997,255, with the lowest bid submitted by Granite Construction Company. The three bids for Site #2 ranged from $587,620

to $658,195, with the lowest bid submitted by Granite Construction Company. Summaries of the bids are provided as Attachments 4 and 8.

Staff reviewed the bid results, checked references and necessary licenses, and recommends that the City Council award a construction contract to Granite Construction Company for the Dougherty Hills Open Space Slide and Trail Repair Project (Site #1) as the lowest responsive and responsible bidder. Staff also recommends that the City Council award a construction contract to Granite Construction Company for the Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project (Site #2) as the lowest responsive and responsible bidder.

To facilitate the approval of contract change orders and avoid construction delays, it is requested that the City Manager be authorized to approve change orders up to the contingency amount of $96,500 for Site #1 and $58,800 for Site #2. The resolutions will authorize this change as it relates to the projects. If the construction contracts are awarded to Granite Construction Company, Staff anticipates work to begin in July and be completed in the fall before the next rainy season.

Community Workforce Agreement
On January 11, 2022, the City Council approved a Community Workforce Agreement (CWA) with the Building and Construction Trades Council of Alameda County and its Affiliated Local Unions. The CWA is applicable to public works projects valued at over $1,000,000, ensures that there are no labor issues related to said projects, and bolsters local efforts to connect residents with careers in the building and construction trades. The CWA includes a Local Hire Goal where 20% of all hours on a project are worked by Local Residents, which are defined as individuals that reside within Alameda County or within a 15-mile radius of City limits. The CWA also requires contractors to hire one new apprentice for the first $1,000,000 of construction costs, and an additional new apprentice for every $5,000,000 construction costs, based on the engineer's estimate. Apprentices must work a minimum of 10% of the total craft's work hours, but the CWA allows that apprentices may be deployed to another project to ensure the minimum number of hours are met.

Staff worked with a consultant, Workforce Integrity and Training Solutions, to prepare bid documents and solicit bids for the Dougherty Hills Open Space Slide and Trail Repair Project (Site #1) that comply with the provisions of the CWA. The provisions include the requirement that responsive bidders include an executed Agreement to be Bound to and by the CWA, and that all subcontractors of the successful bidder also execute the Agreement to be Bound within 14 days after Notice of Award.

California Environmental Quality Act (CEQA)
The projects are exempt under Section 15301, Class 1 Repair or Minor Alteration of Existing Public Facilities, Section 15302, Class 2 Replacement or Reconstruction of Existing Facilities, and Section 15304, Class 4 Minor Alterations which do not involve the removal of trees. A Notice of Exemption was filed with the Office of the Alameda County Clerk on March 10, 2025.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted, and a copy of this report was provided to Granite Construction Company.

ATTACHMENTS:

1) Resolution Approving the Plans and Specifications and Awarding a Contract to Granite Construction Company for the Dougherty Hills Open Space Slide and Trail Repair Project, CIP No. GI0221, FEMA Project No. 716372
2) Exhibit A to Resolution – Agreement with Granite Construction Company for the Dougherty Hills Open Space Slide and Trail Repair Project, CIP No. GI0221, FEMA Project No. 716372
3) Exhibit B to Resolution – Dougherty Hills Open Space Slide and Trail Repair Project Plans : https://www.dublinplanroom.com/projects/1888/plans/dougherty-hills-open-space-slide-trail-repair/?preview=22469; and Specifications: https://www.dublinplanroom.com/projects/1888/specs/dougherty-hills-open-space-slide-trail-repair/?preview=22470
4) Dougherty Hills Open Space Slide and Trail Repair Project Bid Results
5) Resolution Approving the Plans and Specifications and Awarding a Contract to Granite Construction Company for the Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project, CIP No. GI0221, FEMA Project No. 733034
6) Exhibit A to Resolution – Agreement with Granite Construction Company for the Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project, CIP No. GI0221, FEMA Project No. 733034
7) Exhibit B to Resolution – Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project Plans: https://www.dublinplanroom.com/projects/1889/plans/dublin-blvd-slide-repair-between-inspiration-drive-silvergate-drive/?preview=22472; and Specifications: https://www.dublinplanroom.com/projects/1889/specs/dublin-blvd-slide-repair-between-inspiration-drive-silvergate-drive/?preview=22473
8) Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project Bid Results
9) CIP No. GI0221
10) Budget Change Form

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO GRANITE CONSTRUCTION COMPANY FOR THE DOUGHERTY HILLS OPEN SPACE SLIDE AND TRAIL REPAIR PROJECT, CIP NO. GI0221, FEMA PROJECT NO. 716372

WHEREAS, the design team has completed the plans and specifications for the Dougherty Hills Open Space Slide and Trail Repair Project, CIP No. GI0221, FEMA Project No. 716372, which consists of trail reconstruction, grading, slide debris removal, water bar replacements, modifications to trail signage, and drainage improvements; and

WHEREAS, the City of Dublin did, on May 15, 2025, publicly open, examine, and declare all sealed bids for doing the work described in the approved plans and specifications for the Project, which plans and specifications are hereby expressly referred to for a description of said work and for all particulars relative to the proceedings under the request for bids; and

WHEREAS, said bids were submitted to Staff, and Granite Construction Company was determined to be the lowest responsive and responsible bidder for doing said work.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the Plans and Specifications for the Project, attached hereto as **Exhibit B**.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby award the Contract for the Project to the lowest, responsive, and responsible bidder, Granite Construction Company, at a bid of nine-hundred sixty-five thousand seventy-eight dollars and zero cents ($965,078.00), the particulars of which bids are on file at the Office of the Public Works Director.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager, or designee, to approve project contract change orders based on the appropriated funds designated for the Project up to the contingency amount of ninety-six thousand five-hundred dollars and zero cents ($96,500.00).

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby approve the agreement with Granite Construction Company, attached hereto as **Exhibit A** to this Resolution.

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

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF DUBLIN
City Hall, 100 Civic Plaza
Dublin, California 94568

CONSTRUCTION AGREEMENT

The City of Dublin, ("City") enters into this agreement, dated for reference purposes only, with Granite Construction Company ("Contractor").

RECITALS

A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by 2:00 p.m., May 15, 2025 for the Dougherty Hills Open Space Slide and Trail Repair Project by published notice and/or posting pursuant to California Public Contract Code Section 20164 and other applicable law.

B. BID OPENING. On May 15, 2025, City representatives opened the bids for the Dougherty Hills Open Space Slide and Trail Repair Project and read the bids aloud.

C. PROJECT AWARD. On June 17, 2025, the City Council awarded the Dougherty Hills Open Space Slide and Trail Repair Project to the Contractor and directed City staff to send the Contractor written notice of award of the project. The City Council conditioned award of the project on the Contractor's providing executed copies of all documents specified in the contract check list included in the bid package within fifteen (15) calendar days of receiving written notice of award of the project.

D. REQUIRED DOCUMENTS. The Contractor has provided the City executed copies of all documents specified in the contract check list included in the bid package within fifteen (15) calendar days of receiving written notice of award.

AGREEMENT TERMS

The City and the Contractor agree as follows:

1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the (Title of Project) ("Work") as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.

2. LOCATION OF WORK. The Work will be performed at the following location: Dougherty Hills Open Space at the Crossridge Road trailhead in Dublin, California.

3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within seventy-five (75) working days from the date specified in the City's Notice to Proceed ("Time for Completion").

4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, as such time may be amended by change order or other modification to this agreement in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor's obligations under this agreement that

have accrued by the Time for Completion, the Contractor will become liable to the City for all resulting loss and damage in accordance with the Contract Documents and applicable law. The City's remedies for the Contractor's failure to perform include, but are not limited to, assessment of liquidated damages of **$4,200 per day** pursuant to California Government Code Section 53069.85 and section SC-03 of the Special Conditions, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

5. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the City will pay the Contractor in lawful money of the United States the total price of $965,078.00 (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated May 15, 2025, and attached to and incorporated in this agreement. Payment to the Contractor under this agreement will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this agreement is first modified in accordance with its terms. The City's obligation to pay the Contractor under this agreement is subject to and may be offset by charges that may apply to the Contractor under this agreement. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.

6. PREVAILING WAGES. Pursuant to California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. Pursuant to California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. Pursuant to California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. Pursuant to California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work. The Contractor is subject to prevailing wage rate compliance monitoring and enforcement by the California Department of Industrial Relations.
The contractor or subcontractor(s) 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 this chapter, 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 California Labor Code Section 1725.5 at the time the contract is awarded.

7. THE CONTRACT DOCUMENTS. This agreement consists of the following documents ("Contract Documents" The Contract documents consist of the Plans as signed by the City Engineer and issued for the project, and the entire set of Specifications incorporating Sections P, IB, GC, SC, TP, including the appendices, all addendums and change orders issued.), all of which are incorporated into and made a part of this agreement as if set forth in full. See section GC-16 general for document precedence in the event there is a conflict that arises from section GC-16 "*Document Precedence"*, shall be per the following provisions. Written numbers and notes on a drawing govern over graphics, a detail drawing governs over a general drawing, a detail specification governs over a general specification, and a specification in a section governs over a specification referenced by that section. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:

7.1 This agreement and change orders and other amendments to this agreement signed by authorized representatives of the City and the Contractor.

7.2 The Technical Provisions and change orders and other amendments to the Special Conditions signed by authorized representatives of the City and the Contractor.

7.3 The Special Provisions, including the Geotechnical Report, addenda to the General Conditions signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor.

7.4 The Project Plans, addenda to the Project Plans signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor.

7.5 The General Provisions

7.6 The Project Specifications.

7.7 The Revised Standard Specifications.

7.8 The Standard Specifications.

7.9 The City's standard plans.

7.10 Revised Caltrans standard plans.

7.11 Caltrans standard plans.

7.12 Notice Inviting Bids.

7.13 Instructions to Bidders.

7.14 Community Workforce Agreement (CWA)

7.15 The successful bidder's completed Proposal Form and Bidder's Sheet.

7.16 The successful bidder's completed Contractor License Information.

7.17 The successful bidder's completed List of Proposed Subcontractors.

7.18 The successful bidder's Insurance Certifications.

7.19 The successful bidder's completed Non-collusion Affidavit.

7.20 The successful bidder's Debarment Certification.

7.21 The successful bidder's completed Certificates of Insurance and Endorsements.

7.22 The successful bidder's executed Performance Bond.

7.23 The successful bidder's executed Payment Bond.

7.24 Executed Escrow for Deposit Agreement, if applicable.

7.25 Change Order Form.

7.26 The Maintenance Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract.
7.27 The successful bidder's Qualification Statement, if any.
7.28 The successful bidder's signed Signature Form.

8. AMENDMENTS. This Agreement may be amended from time to time as necessary by formal and written amendment executed by the City Manager or his designee and principal acting on behalf of the Contractor.

9. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Agreement to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Agreement. For example, published public works agreement provisions, such as those of the State of California Department of Transportation Standard Specifications (known as the State Standard Specifications) are only a part of this Agreement to the extent expressly incorporated in this Agreement by section number, and references in the State Standard Specifications incorporated by reference to other Standard Specifications do not make such other Standard Specifications a part of this Agreement. When such published provisions are made a part of this Agreement, references in the published provisions to other entities, such as the State, the Agency, or similar references, will be deemed references to the City as the context of this Agreement may require.

10. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the Public Works Department, for issuance of an interpretation and/or decision by an authorized Public Works Department representative in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the City. The decision of an authorized Public Works Department representative shall be final.

11. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this agreement, or any moneys due or to become under this agreement, or any other right or interest of the Contractor under this agreement, or delegate any obligation or duty of the Contractor under this agreement without the prior written approval of an official authorized to bind the City and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the City and the Contractor's sureties will be void and a material breach of this agreement subject to all available remedies under this agreement and at law and equity.

12. CERTIFICATION OF CONTRACTOR'S LICENSE. By signing this Agreement the Contractor certifies that the Contractor holds a valid Type "_____" license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this agreement subject to all available remedies under this agreement and at law and equity.

13. SEVERABILITY. If any term or provision or portion of a term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, then

the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

14. INSURANCE. Contractor Agrees to have and maintain the insurance coverages and polices set forth in Exhibit A to this Agreement, "Insurance Requirements", which is incorporated by this reference. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required insurance coverage during this agreement shall constitute a material breach of this Agreement. The cost of such insurance shall be included in the Contractor's bid.

    a. Contractor agrees to maintain in force at all times during the performance of the Scope of Work under this Agreement, workers' compensation insurance as required by law.

    b. Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by the Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other applicable contract documents. Subcontractors further agree to include these same provisions with any sub-subcontractor. A copy of the Indemnity and Insurance provisions in this Agreement will be furnished to the subcontractor upon request. The General Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and will provide proof of compliance to the City.

    c. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California.

    d. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may terminate this Agreement.

    e. At all times during the term of this Agreement, Contractor shall maintain on file with the City a certificate or certificates of the required insurance as set forth in the Exhibit A Insurance Requirements showing that the required insurance policies are in effect in the required amounts.

    f. It is requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage for coverage and limits shall be (1) the minimum coverage and limits of coverage and the limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of an insurance policy or proceeds available to the named Insured; whichever is greater.

15. INDEMNIFICATION. To the fullest extent permitted by law Contractor agrees to defend (with legal counsel selected by the City), including the cost to defend, indemnify and hold

harmless the City, its elected and appointed officials, officers, attorneys, agents, employees, consultants, and volunteers, and each of them from and against any and all claims, damages, losses and expenses, including attorney's fees, and from any and all suits, actions or claims filed or brought by and all person or persons arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

a. General. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this section. By execution of this Agreement, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this section is a material element of consideration. The parties agree that if any part of this Indemnification is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this indemnification shall be judicially interpreted and rewritten to provide the broadest possible indemnification legally allowed and shall be legally binding upon Contractor.

b. Survival. Contractor and any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

c. No Limitation by Insurance Obligations. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement

d. Scope. This section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California. The Contractor will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Contractor, any subcontractors engaged in performance of the Work, the City, its officials, officers, employees, agents, and volunteers, and to third parties on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes predicated on active or passive negligence of the Contractor or of any subcontractor engaged in performance of the Work. The Contractor assumes all liability for any accident or accidents resulting to any person or property as a result of inadequate protective devices for the prevention of accidents in connection with the performance of the Work. The Contractor will indemnify, defend, and hold harmless the City and its officials, officers, employees, and, volunteers from such liability. The Contractor will indemnify, defend and hold harmless the City, the City's officials, officers, employees and volunteers for all liability on account of any patent rights, copyrights, trade names or other intellectual property rights that may apply to the Contractor's performance of the Work. The Contractor will pay all royalties or other charges as a result of intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the performance of the Work, and will furnish written assurance satisfactory to the City that any such charges have been paid.

16. BONDING REQUIREMENT. The Contractor agrees to post a Faithful Performance Bond and payment bond for Labor and Materials, or other guarantees, in the required amounts

upon bond forms provided by the City, guarantying the performance of the terms of this Agreement.

17. MAINTENANCE AND GUARANTY. The Contractor shall promptly repair, replace, restore, or rebuild, as the CITY may determine, any finished product in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during a one (1) year period after the date of the City Council‘s acceptance of the project.

    This Article does not in any way limit the guaranty on any items for which a longer guaranty is specified or on any items which a manufacturer give a guaranty for a longer period, nor does it limit the other remedies of the City in respect to a latent defect, fraud or implied warranties. Contractor shall furnish the City all appropriate guaranties or warranty certificates upon completion of the project.

18. MAINTENANCE BOND. The Contractor further agrees to post a maintenance bond in the amount equal to at least 10 percent (10%) of the total value of the entire work prior to CITY's acceptance of the project. The maintenance bond shall remain in effect for a period of one (1) year after the City Council’s acceptance of the work to guarantee the repair and/or replacement of the defective materials provided and/or workmanship performed under this contract.

19. NOTICE OF THIRD PARTY CLAIMS. Pursuant to Public Contracts Code section 9201, the City Shall provide the Contractor with notice of Claims relating to this Contract filed by third parties no later than ten (10) business days from the date of receipt of the claim. The Contractor shall be responsible for reimbursing the City for its reasonable costs in providing the notification.

20. SHORING FOR TRENCHES. The Contractor shall provide adequate sheeting, shoring, and bracing for all trenching and excavations in accordance to applicable Safety Regulations, and the California Labor Code.

    Attention is directed to Sections 6423, 6424, 6705, and 6707 of the Labor Code of the State of California, OSHA 29 CFR Part 1926 Federal Regulations, Standards-Excavation, and elsewhere within these Contract Documents.

    The Contractor shall not commence with any excavation with a depth of five feet or deeper without first complying with all applicable Labor Code and Safety Regulations. The Contractor shall designate a competent person who is responsible for trench and structure excavation, shall obtain a Cal/OSHA Safety Permit for excavation, and shall submit to the City a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches.

21. CHANGES OR EXTRA WORK. The Contractor acknowledges that in conformance with the Contract Documents, any changes or extra work must be authorized in writing by the City prior to the Contractor performing said work. Contractor further acknowledges that it is solely responsible for obtaining written authorization from the City and that it shall not be compensated for any additional work performed without said written authorization. Oral authorization shall not be sufficient to bind the City absent specific written authorization.

22. MEDIATION. All claims for $375,000 and less shall be subject to the provisions of Public Contract Code Section 20104 et seq.

Executed on _____, _____, by

CONTRACTOR	CITY OF DUBLIN
_____	_____
By:_____	By:_____
Title:_____	Title:_____

[Attach Notary Page]

Attest:

By:_____

_

EXHIBIT A -- INSURANCE REQUIREMENTS

1. **Insurance Requirements**. Before commencing any Work under the Contract Documents, Contractor shall furnish to the City satisfactory proof that Contractor has in force continuously for the entire period covered by this Contract the following classes of insurance in the form and with limits specified below.

1.1 **Commercial General Liability Insurance** covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage no less broad than that of the current ISO Commercial General Liability policy (Occurrence Form, number CG 00 01). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations, contractual liability, personal and advertising injury. Contractor shall keep the commercial general liability insurance in place for 10 years following completion of the work. The commercial general liability insurance limits shall be dedicated solely to the specific Project described in the Contract Documents, and shall have limits not less than:

1.1.1 $1 million each Occurrence;

1.1.2 $1 million each Occurrence for personal injury and advertising injury;

1.1.3 $2 million aggregate for products and completed operations;

1.1.4 $2 million general aggregate limit, which shall apply separately and be reinstated annually.

Except for any exclusions relating to EIFS, lead and asbestos risks, the policy shall not contain any exclusions directed toward any types of projects, materials, or processes involved in the Work. Coverage shall include but not be limited to the following and shall not include any endorsements restricting these coverages:

1.1.5 Contractual liability to cover liability assumed under the Contract Documents;

1.1.6 Products/Completed Operations Liability Insurance;

1.1.7 Broad Form Property Damage;

1.1.8 Explosion, collapse and underground hazards, if such exposure exists;

1.1.9 Independent subcontractors;

1.1.10 Severability of interests;

1.1.11 Cross liability;

1.1.12 Limited Professional Liability - contractor means and methods - CG 2279.

Any self-insured retention shall be selected by the City pursuant to these requirements.

1.2 **Business Auto Insurance** covering all owned, non-owned, and hired vehicles on and off-site. Such insurance shall provide coverage not less than the standard ISO Comprehensive Automobile Liability policy (CA 00 01, CA 00 05, CA 00 12, CA 00 20), with limits not less than $2 million each accident, and $2 million each occurrence for claims subject to the Motor Carrier Act of 1980. If the Work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broaden coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached. Any statutorily required "No-Fault" benefits and uninsured/underinsured motorists coverage should be included.

1.3 **Worker's Compensation and Employers Liability Insurance** for all persons whom the Contractor may employ carrying out Work contemplated under the Contract Documents, in accordance with the Act of Legislature of State of California, known as "Worker's Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount. Coverages and limits shall include:

1.3.1 Worker's Compensation – statutory limit;

1.3.2 Employer's liability;

(a) $1 million bodily injury for each accident;

(b) $1 million bodily injury by disease for each employee;

(c) $1 million bodily injury disease aggregate;

1.3.3 Voluntary Compensation;

1.3.4 If there is an exposure or injury to Contractor's employees under the US Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for all such injuries or claims.

1.4 **Umbrella/Excess Liability Insurance** on an Occurrence basis in excess of the underlying insurance identified in paragraphs 1.1, 1.2, and 1.3.2 above, and which is at least as broad as each and every one of the underlying policies. The umbrella/excess liability policy shall be written on a "drop-down-following form" basis, with only such exceptions as the City shall expressly approved in writing. The amounts of insurance required in paragraphs 1.1, 1.2, and 1.3.2 and this Section may be satisfied by Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified below for these types when added to the limit for this section. The umbrella/excess liability insurance limits shall be dedicated solely to the specific Project described in this Contract Documents, and shall have limits of not less than the following amounts:

1.4.1 $5 million any one occurrence and annually reinstating General Aggregate; and

1.4.2 $5 million any one occurrence and Aggregate Products/Completed Operations.

The umbrella/excess liability insurance shall be kept in place for 10 years following completion of the work. Any self-insured retention shall be selected by the City pursuant to these requirements.

1.5 **Contractor's equipment**. Contractor will maintain All Risk Equipment Insurance covering all risk of physical damage to equipment provided for use at the Project site by the Contractor, whether owned, leased, rented, borrowed or used at the Project site. Contractor agrees to waive and does hereby waive its rights of recovery against the City and each of its officers, employees, consultants and agents including, but not limited to the City's council members and each City representative, as to any damage or loss which may occur to its equipment to the extent covered by insurance. Contractor will have the insurance company specifically agree to this waiver. If uninsured, Contractor will hold harmless the City and each of its officers, employees, consultants and agents including, but not limited to the City's Board of Trustees and each City representative, for loss or damage to its tools and equipment.

1.6 **Contractors Pollution Legal Liability Insurance** covering claims for bodily injury, property damage, including mold and loss of use of damage property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any pollution conditions arising from Contractor's operations or completed operations, performed by or on behalf of Contractor. Completed operations coverage will remain in effect for no less than 5 years after substantial completion of the work. Such coverage shall be written on an occurrence basis and shall apply to sudden and non-sudden pollution conditions and shall be placed with an insurer and in a form acceptable to the City. If any pollution liability coverages cannot be obtained on an occurrence form, after using best efforts to do so, such coverages may be provided on a claims-made basis. The pollution legal liability policy shall be dedicated solely to the specific Project described in the Contract Documents, and shall have limits not less than $5 million per occurrence and in the aggregate. Any self-insured retention shall be selected by the City pursuant to these requirements.

1.7 **Builder's Risk**. The Contractor must, at the Contractor's own expense, maintain a builder's risk policy covering "all risks", including special form including extended coverage and vandalism, and malicious mischief endorsements. The policy must name the City and the Contractor as insureds. Such insurance must be carried in the amount of 100% of the Contract Price. In the event of a partial or total destruction of any or all of the Work at any time prior to the completion and acceptance thereof, the Contractor shall promptly reconstruct all Work so destroyed or injured at the Contractor's own cost and expense and at no cost to the City.

1.8 If any aircraft are to be used in the performance of the work, Contractor shall provide **Aircraft Liability Insurance** (including owned and non-owned) with the following minimum limits: Bodily Injury – $10 million each occurrence, $2 million each person; Property Damage – $10 million each occurrence.

1.9 All policies of insurance shall be placed with insurers acceptable to the City. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for Worker's Compensation) must have a rating of A XV or better in the most recent edition of Best's Insurance Reports or otherwise satisfactory to the City. Required minimum amounts of insurance may be increased should conditions of Work, in the sole opinion of the City, warrant such increase. Contractor shall increase required insurance amounts upon direction by the City.

2. Certificates of Insurance.

2.1 Contractor shall furnish the City with certificates of insurance completed by a duly authorized representative evidencing coverage required under Section 1 of these requirements. Such certificates shall be delivered to the City before any Work hereunder is commenced by Contractor and annually thereafter on or before the policy effective dates of Contractor's general liability insurance policy, and shall provide that no coverage under the policy shall be terminated, canceled or materially modified unless and until at least thirty (30) days prior written notice has been given to the City. Contractor shall inform the City in writing thirty (30) days prior to terminating or materially modifying coverage required in these requirements.

2.2 Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of the City to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such insurance.

2.3 The City's acceptance of delivery of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by the City that the insurance requirements have been met or that the insurance policy shown in the certificates of insurance are in compliance with the requirements.

2.4 The City has the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until the City receives all certificates or other evidence that insurance has been placed in complete compliance with these requirements.

2.5 If any of the coverages are required to remain in force after Substantial Completion, Contractor shall submit an additional certificate evidencing continuation of such coverage with its final billing and at each subsequent renewal of Contractor's insurance.

3. **Required Endorsements**. Except as provided below, the policies required under Section 1 of these requirements shall be endorsed, in a form and manner acceptable to the City, providing as follows:

3.1 Except with regard to the Worker's Compensation and Employer's Liability Insurance, the City, its parent, subsidiary and affiliated organizations, and its City council, employees, representatives, consultants, and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured. Such additional insured endorsement for Commercial General Liability and excess/umbrella coverages shall be equivalent to ISO form GC 20 10 07 04, together with ISO form GC 20 37 07 04. The additional insured requirement for Commercial General Liability and excess/umbrella coverages is for the duration of this Agreement and an additional ten (10) years following Substantial Completion of the Work.

3.2 Except with regard to the Worker's Compensation and Employer's Liability insurance, each policy, including additional insured coverages, shall be primary and no other insurance or self-insured retention carried or held by the City shall be called upon to contribute to a loss covered by insurance for the named insured.

3.3 The insurance carriers waive their rights of subrogation against the City and all additional insureds, as well as other insurance carriers for the Work.

3.4 Declarations pages required. Contractor or its insurance broker shall submit a copy of the declarations page for each policy. The page shall include the name of the carrier, policy number, the types of coverages and limits, the effective dates of the policy, and the broker's name and license number.

4. Certificates of Insurance and Endorsements shall have clearly typed thereon the City's name and title of the Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to the City Manager at 100 Civic Plaza, Dublin, CA, 94568, 30 days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of this Agreement, and such additional periods as required in these requirements. At the time of making an application for extension of the Time for Completion, and during all periods exceeding the Time for Completion resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during the requested additional period of time. Upon the City's request, Contractor shall submit to the City, within 10 days, copies of the actual insurance policies or renewals or replacements.

5. **Insurance Primary**. All limits and coverage is required of the Contractor in these requirements shall be primary over any insurance or self-insurance program carried by the City and the additional insureds.

6. **Joint ventures**. If the Contractor is a joint venture involving two or more entities, each independent entity will satisfy the limits and coverage is specified in these requirements or the joint venture will be named insured under each policy specified.

7. **Waiver of Right to Recovery Including Subrogation**. Contractor hereby waives all its rights of recovery and shall require all insurance policies in any way related to the Work secured and maintained by the Contractor to include clauses stating each insurer will waive all rights of recovery, under subrogation or otherwise, against the City and all tiers of contractors or consultants engaged directly by the City. Contractor will require all tiers

of subcontractors, vendors and suppliers, by appropriate written agreements, to provide similar waivers each in favor of all parties enumerated in this paragraph.

8. **Cooperation**. Contractor shall fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the required policies, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.

9. If injury occurs to any employee of Contractor, subcontractor, or sub-subcontractor for which the employee, or the employee's dependents in the event of the employee's death, is entitled to compensation from the City under provisions of the Worker's Compensation Insurance and Safety Act, as amended, or for which compensation of any kind is claimed from the City, the City may retain out of sums due Contractor under the Contract Documents, an amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If the City is compelled to pay compensation, the City may, in its discretion, either deduct and retain from the Contract Price the amount so paid, or require Contractor to reimburse the City.

10. Nothing in these requirements shall be construed as limiting in any way the extent to which Contractor or any subcontractor may be held responsible for payment damages resulting from their operations. Contractor's obligations to procure insurance are separate and independent of, and shall not limit Contractor's contractual indemnity and defense obligations. The City does not represent that coverages and limits required in this contract will necessarily be adequate to protect the Contractor.

11. Except for Worker's Compensation coverages, Contractor shall by appropriate written agreements flow-down the additional insured coverage, certificate, endorsement, waiver of subrogation, and all other requirements of these requirements to all tiers of subcontractors for all insurance required of such subcontractors by Contractor for the work.

12. Contractor shall pay all insurance premiums including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, the City may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under the Contract Documents. If the aggregate limits on any Contractor's insurance policy are no longer available, Contractor must notify the City and immediately, at Contractor's expense, purchase replacement coverage to meet the insurance requirements as specified in these requirements. Alternatively, the Contractor's failure to maintain the required insurance shall be grounds for a termination for default in accordance with the Contract Documents.

Exhibit B

Dougherty Hills Open Space Slide and Trail Repair Project Plans and Specifications

Plans: https://www.dublinplanroom.com/projects/1888/plans/dougherty-hills-open-space-slide-trail-repair/?preview=22469

Specifications: https://www.dublinplanroom.com/projects/1888/specs/dougherty-hills-open-space-slide-trail-repair/?preview=22470

CITY OF DUBLIN
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BID SUMMARY

Project Name: Dougherty Hills Open Space Slide and Trail Repair

Project No. : GI0221 (FEMA PN: 716372)
Bid Date: May 15, 2025

BASE BID				Granite Construction Company		Kerex Engineering, Inc		Brannon Corporation		Ground Control Inc.		D-Line Constructors, Inc.	
ITEM	DESCRIPTION	Qty.	UNIT	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	Mobilization (10%)	1	LS	$90,000.00	$90,000.00	$100,000.00	$100,000.00	$49,000.00	$49,000.00	$117,647.00	$117,647.00	$100,000.00	$100,000.00
2	Traffic Control/Detour (7%)	1	LS	$2,700.00	$2,700.00	$40,000.00	$40,000.00	$24,780.00	$24,780.00	$47,059.00	$47,059.00	$10,010.00	$10,010.00
3	Construction Survey	1	LS	$10,000.00	$10,000.00	$40,000.00	$40,000.00	$24,465.00	$24,465.00	$13,714.00	$13,714.00	$15,000.00	$15,000.00
4	Water Pollution Control Work	1	LS	$10,000.00	$10,000.00	$40,000.00	$40,000.00	$17,240.00	$17,240.00	$18,558.00	$18,558.00	$10,000.00	$10,000.00
5	Clear and Grub	1	LS	$30,000.00	$30,000.00	$100,000.00	$100,000.00	$39,845.00	$39,845.00	$43,882.00	$43,882.00	$40,000.00	$40,000.00
6	Roadway Excavation	4800	CY	$79.00	$379,200.00	$100.00	$480,000.00	$159.00	$763,200.00	$105.00	$504,000.00	$80.00	$384,000.00
7	Remove Concrete Pad	1	EA	$100.00	$100.00	$15,000.00	$15,000.00	$810.00	$810.00	$3,457.00	$3,457.00	$3,000.00	$3,000.00
8	Import Borrow	70	CY	$100.00	$7,000.00	$900.00	$63,000.00	$193.00	$13,510.00	$316.00	$22,120.00	$1,000.00	$70,000.00
9	Storm Drain Inlet (Type "C")	2	EA	$15,000.00	$30,000.00	$20,000.00	$40,000.00	$15,010.00	$30,020.00	$16,021.00	$32,042.00	$15,000.00	$30,000.00
10	Class II Aggregate Base	70	CY	$800.00	$56,000.00	$500.00	$35,000.00	$589.00	$41,230.00	$244.00	$17,080.00	$1,000.00	$70,000.00
11	Minor Concrete (Ditch)	650	LF	$140.00	$91,000.00	$450.00	$292,500.00	$85.00	$55,250.00	$86.00	$55,900.00	$160.00	$104,000.00
12	Minor Concrete (Retaining Curb)	317	LF	$209.00	$66,253.00	$300.00	$95,100.00	$219.00	$69,423.00	$67.00	$21,239.00	$150.00	$47,550.00
13	Minor Concrete (Pad)	1	EA	$2,800.00	$2,800.00	$20,000.00	$20,000.00	$1,788.00	$1,788.00	$5,160.00	$5,160.00	$5,000.00	$5,000.00
14	12" Plastic Pipe	250	LF	$145.00	$36,250.00	$600.00	$150,000.00	$197.00	$49,250.00	$135.00	$33,750.00	$250.00	$62,500.00
15	6" Perforated Plastic Pipe Underdrain	540	LF	$64.00	$34,560.00	$300.00	$162,000.00	$50.00	$27,000.00	$170.00	$91,800.00	$100.00	$54,000.00
16	6" Non-Perforated Plastic Pipe Underdrain	110	LF	$100.00	$11,000.00	$500.00	$55,000.00	$89.50	$9,845.00	$90.00	$9,900.00	$100.00	$11,000.00
17	Underdrain Cleanout Box	4	EA	$1,000.00	$4,000.00	$4,500.00	$18,000.00	$1,725.00	$6,900.00	$3,813.00	$15,252.00	$400.00	$1,600.00
18	Drainage Inlet Cleanout	5	EA	$1,000.00	$5,000.00	$4,500.00	$22,500.00	$1,750.00	$8,750.00	$4,232.00	$21,160.00	$500.00	$2,500.00
19	Water Bar	14	EA	$980.00	$13,720.00	$3,500.00	$49,000.00	$1,030.00	$14,420.00	$1,808.00	$25,312.00	$1,000.00	$14,000.00
20	Remove Post and Foundation, and Salvage Sign	3	EA	$400.00	$1,200.00	$1,500.00	$4,500.00	$385.00	$1,155.00	$561.00	$1,683.00	$200.00	$600.00
21	Remove Sign, Post, and Foundation	2	EA	$600.00	$1,200.00	$750.00	$1,500.00	$535.00	$1,070.00	$588.00	$1,176.00	$200.00	$400.00
22	Post and Foundation for Sign	3	EA	$800.00	$2,400.00	$750.00	$2,250.00	$1,275.00	$3,825.00	$2,587.00	$7,761.00	$800.00	$2,400.00
23	Hydroseed	16520	SQFT	$0.75	$12,390.00	$1.50	$24,780.00	$0.40	$6,608.00	$0.50	$8,260.00	$1.00	$16,520.00
24	Remove Sandbags	1	LS	$8,000.00	$8,000.00	$7,500.00	$7,500.00	$5,975.00	$5,975.00	$866.00	$866.00	$5,000.00	$5,000.00
25	Salvage Trash Receptacle	1	EA	$500.00	$500.00	$2,500.00	$2,500.00	$1,055.00	$1,055.00	$3,665.00	$3,665.00	$500.00	$500.00
26	Fiber Roll	600	LF	$10.00	$6,000.00	$20.00	$12,000.00	$11.30	$6,780.00	$14.00	$8,400.00	$20.00	$12,000.00
27	Temporary Inlet Protection	7	EA	$250.00	$1,750.00	$750.00	$5,250.00	$615.00	$4,305.00	$409.00	$2,863.00	$200.00	$1,400.00
28	Two-Stream Trash Receptacle	1	EA	$4,000.00	$4,000.00	$7,500.00	$7,500.00	$4,350.00	$4,350.00	$6,849.00	$6,849.00	$4,000.00	$4,000.00
29	Landscape Reconstruction Area	1	LS	$22,000.00	$22,000.00	$40,000.00	$40,000.00	$9,595.00	$9,595.00	$17,491.00	$17,491.00	$10,000.00	$10,000.00
30	Slide Debris Removal	965	SQYD	$27.00	$26,055.00	$75.00	$72,375.00	$3.80	$3,667.00	$36.00	$34,740.00	$10.00	$9,650.00
	BASE BID TOTAL:				**$965,078.00**		**$1,997,255.00**		**$1,295,111.00**		**$1,192,786.00**		**$1,096,630.00**
								**	~~$1,295,201.00~~				

DETERMINATION OF LOW BID		Granite Construction Company	Kerex Engineering, Inc	Brannon Corporation	Ground Control Inc.	D-Line Constructors, Inc.
		$ 965,078.00	$ 1,997,255.00	$ 1,295,111.00	$ 1,192,786.00	$ 1,096,630.00
		APPARENT LOW BIDDER				

* Mathematical error "unit cost extension"
** Mathematical error "summation of bid items"

List of Sub-Contractors

Description	Granite Construction Company	Kerex Engineering, Inc	Brannon Corporation	Ground Control Inc.	D-Line Constructors, Inc.
Concrete Pumping			CF&T (Oakland, CA)		
SWPPP			Freeman Environmental (Aptos, CA)		
Survey		Mike O' Dell Surveys (San Fransisco, CA)	F3 (Benicia, CA)		
Hydroseed & Fiber Rolls			Nitta (Loomis, CA)		
Hydroseed, Landscaping		Lonestar Landscaping (San Martin, CA)			
Trucking		A1 Trucking (Oakland, CA)			
Erosion Control, Landscaping	Lonestar Landscape Inc. (San Martin, CA)				
Erosion Control				Nitta Erosion Control (Loomis, CA)	
Concrete				Terocons Inc (San Fransisco, CA)	

RESOLUTION NO. XX – 25

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

APPROVING THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO GRANITE CONSTRUCTION COMPANY FOR THE DUBLIN BOULEVARD SLIDE REPAIR-BETWEEN INSPIRATION DRIVE AND SILVERGATE DRIVE PROJECT, CIP NO. GI0221, FEMA PROJECT NO. 733034

WHEREAS, the design team has completed the plans and specifications for the Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project, CIP No. GI0221, FEMA Project No. 733034, which consists of slide debris removal and slope reconstruction, grading, rock slope protection and drainage improvements, and asphalt trail reconstruction; and

WHEREAS, the City of Dublin did, on May 15, 2025, publicly open, examine, and declare all sealed bids for doing the work described in the approved plans and specifications for the Project, which plans and specifications are hereby expressly referred to for a description of said work and for all particulars relative to the proceedings under the request for bids; and

WHEREAS, said bids were submitted to Staff, and Granite Construction Company was determined to be the lowest responsive and responsible bidder for doing said work.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the Plans and Specifications for the Project, attached hereto as **Exhibit B**.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby award the Contract for the Project to the lowest, responsive, and responsible bidder, Granite Construction Company at a bid of five-hundred eighty-seven thousand six-hundred twenty dollars and zero cents ($587,620.00), the particulars of which bids are on file at the Office of the Public Works Director.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager, or designee, to approve the project contract change orders based on the appropriated funds designated for the Project up to the contingency amount of fifty-eight thousand eight-hundred dollars and zero cents ($58,800.00).

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby approve the agreement with Granite Construction Company, attached hereto as **Exhibit A** to this Resolution.

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

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF DUBLIN
City Hall, 100 Civic Plaza
Dublin, California 94568

CONSTRUCTION AGREEMENT

The City of Dublin, ("City") enters into this agreement, dated for reference purposes only, with Granite Construction Company ("Contractor").

RECITALS

A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by 2:00 p.m., May 15, 2025 for the Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project by published notice and/or posting pursuant to California Public Contract Code Section 20164 and other applicable law.

B. BID OPENING. On May 15, 2025, City representatives opened the bids for the Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project and read the bids aloud.

C. PROJECT AWARD. On June 17, 2025, the City Council awarded the Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project to the Contractor and directed City staff to send the Contractor written notice of award of the project. The City Council conditioned award of the project on the Contractor's providing executed copies of all documents specified in the contract check list included in the bid package within fifteen (15) calendar days of receiving written notice of award of the project.

D. REQUIRED DOCUMENTS. The Contractor has provided the City executed copies of all documents specified in the contract check list included in the bid package within fifteen (15) calendar days of receiving written notice of award.

AGREEMENT TERMS

The City and the Contractor agree as follows:

1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the (Title of Project) ("Work") as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.

2. LOCATION OF WORK. The Work will be performed at the following location: Dublin Boulevard, Between Inspiration Drive and Silvergate Drive, in Dublin, California.

3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within forty-five (45) working days from the date specified in the City's Notice to Proceed ("Time for Completion").

4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for

Completion, as such time may be amended by change order or other modification to this agreement in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor's obligations under this agreement that have accrued by the Time for Completion, the Contractor will become liable to the City for all resulting loss and damage in accordance with the Contract Documents and applicable law. The City's remedies for the Contractor's failure to perform include, but are not limited to, assessment of liquidated damages of **$3,600 per day** pursuant to California Government Code Section 53069.85 and section SC-03 of the Special Conditions, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

5. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the City will pay the Contractor in lawful money of the United States the total price of $587,620.00 (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated May 15, 2025, and attached to and incorporated in this agreement. Payment to the Contractor under this agreement will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this agreement is first modified in accordance with its terms. The City's obligation to pay the Contractor under this agreement is subject to and may be offset by charges that may apply to the Contractor under this agreement. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.

6. PREVAILING WAGES. Pursuant to California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. Pursuant to California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. Pursuant to California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. Pursuant to California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work. The Contractor is subject to prevailing wage rate compliance monitoring and enforcement by the California Department of Industrial Relations.
The contractor or subcontractor(s) 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 this chapter, 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 California Labor Code Section 1725.5 at the time the contract is awarded.

7. THE CONTRACT DOCUMENTS. This agreement consists of the following documents ("Contract Documents" The Contract documents consist of the Plans as signed by the City Engineer and issued for the project, and the entire set of Specifications incorporating Sections P, IB, GC, SC, TP, including the appendices, all addendums and change orders issued.), all of which are incorporated into and made a part of this agreement as if set forth in full. See section GC-16 general for document precedence in the event there is a conflict that arises from section GC-16 "*Document Precedence"*, shall be per the following provisions. Written numbers and notes on a drawing govern over graphics, a detail drawing governs over a general drawing, a detail specification governs over a general specification, and a specification in a section governs over a specification referenced by that section. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:

7.1 This agreement and change orders and other amendments to this agreement signed by authorized representatives of the City and the Contractor.

7.2 The Technical Provisions and change orders and other amendments to the Special Conditions signed by authorized representatives of the City and the Contractor.

7.3 The Special Provisions, including the Geotechnical Report, addenda to the General Conditions signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor.

7.4 The Project Plans, addenda to the Project Plans signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor.

7.5 The General Provisions

7.6 The Project Specifications.

7.7 The Revised Standard Specifications.

7.8 The Standard Specifications.

7.9 The City's standard plans.

7.10 Revised Caltrans standard plans.

7.11 Caltrans standard plans.

7.12 Notice Inviting Bids.

7.13 Instructions to Bidders.

7.14 Community Workforce Agreement (CWA)

7.15 The successful bidder's completed Proposal Form and Bidder's Sheet.

7.16 The successful bidder's completed Contractor License Information.

7.17 The successful bidder's completed List of Proposed Subcontractors.

7.18 The successful bidder's Insurance Certifications.

7.19 The successful bidder's completed Non-collusion Affidavit.

7.20 The successful bidder's Debarment Certification.

7.21 The successful bidder's completed Certificates of Insurance and Endorsements.

7.22 The successful bidder's executed Performance Bond.

7.23 The successful bidder's executed Payment Bond.

7.24 Executed Escrow for Deposit Agreement, if applicable.
7.25 Change Order Form.
7.26 The Maintenance Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract.
7.27 The successful bidder's Qualification Statement, if any.
7.28 The successful bidder's signed Signature Form.

8. AMENDMENTS. This Agreement may be amended from time to time as necessary by formal and written amendment executed by the City Manager or his designee and principal acting on behalf of the Contractor.

9. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Agreement to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Agreement. For example, published public works agreement provisions, such as those of the State of California Department of Transportation Standard Specifications (known as the State Standard Specifications) are only a part of this Agreement to the extent expressly incorporated in this Agreement by section number, and references in the State Standard Specifications incorporated by reference to other Standard Specifications do not make such other Standard Specifications a part of this Agreement. When such published provisions are made a part of this Agreement, references in the published provisions to other entities, such as the State, the Agency, or similar references, will be deemed references to the City as the context of this Agreement may require.

10. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the Public Works Department, for issuance of an interpretation and/or decision by an authorized Public Works Department representative in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the City. The decision of an authorized Public Works Department representative shall be final.

11. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this agreement, or any moneys due or to become under this agreement, or any other right or interest of the Contractor under this agreement, or delegate any obligation or duty of the Contractor under this agreement without the prior written approval of an official authorized to bind the City and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the City and the Contractor's sureties will be void and a material breach of this agreement subject to all available remedies under this agreement and at law and equity.

12. CERTIFICATION OF CONTRACTOR'S LICENSE. By signing this Agreement the Contractor certifies that the Contractor holds a valid Type "_____" license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this agreement subject to all available remedies under this agreement and at law and equity.

13. SEVERABILITY. If any term or provision or portion of a term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

14. INSURANCE. Contractor Agrees to have and maintain the insurance coverages and polices set forth in Exhibit A to this Agreement, "Insurance Requirements", which is incorporated by this reference. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required insurance coverage during this agreement shall constitute a material breach of this Agreement. The cost of such insurance shall be included in the Contractor's bid.

a. Contractor agrees to maintain in force at all times during the performance of the Scope of Work under this Agreement, workers' compensation insurance as required by law.

b. Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by the Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other applicable contract documents. Subcontractors further agree to include these same provisions with any sub-subcontractor. A copy of the Indemnity and Insurance provisions in this Agreement will be furnished to the subcontractor upon request. The General Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and will provide proof of compliance to the City.

c. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California.

d. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may terminate this Agreement.

e. At all times during the term of this Agreement, Contractor shall maintain on file with the City a certificate or certificates of the required insurance as set forth in the Exhibit A Insurance Requirements showing that the required insurance policies are in effect in the required amounts.

f. It is requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage for coverage and limits shall be (1) the minimum coverage and limits of coverage and the limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of an insurance policy or proceeds available to the named Insured; whichever is greater.

15. INDEMNIFICATION. To the fullest extent permitted by law Contractor agrees to defend (with legal counsel selected by the City), including the cost to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, attorneys, agents, employees, consultants, and volunteers, and each of them from and against any and all claims, damages, losses and expenses, including attorney's fees, and from any and all suits, actions or claims filed or brought by and all person or persons arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

a. General. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this section. By execution of this Agreement, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this section is a material element of consideration. The parties agree that if any part of this Indemnification is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this indemnification shall be judicially interpreted and rewritten to provide the broadest possible indemnification legally allowed and shall be legally binding upon Contractor.

b. Survival. Contractor and any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

c. No Limitation by Insurance Obligations. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement

d. Scope. This section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California. The Contractor will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Contractor, any subcontractors engaged in performance of the Work, the City, its officials, officers, employees, agents, and volunteers, and to third parties on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes predicated on active or passive negligence of the Contractor or of any subcontractor engaged in performance of the Work. The Contractor assumes all liability for any accident or accidents resulting to any person or property as a result of inadequate protective devices for the prevention of accidents in connection with the performance of the Work. The Contractor will indemnify, defend, and hold harmless the City and its officials, officers, employees, and, volunteers from such liability. The Contractor will indemnify, defend and hold harmless the City, the City's officials, officers, employees and volunteers for all liability on account of any patent rights, copyrights, trade names or other intellectual property rights that may apply to the Contractor's performance of the Work. The Contractor will pay all royalties or other charges as a result of intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the performance of the Work, and will furnish written assurance satisfactory to the City that any such charges have been paid.

16. BONDING REQUIREMENT. The Contractor agrees to post a Faithful Performance Bond and payment bond for Labor and Materials, or other guarantees, in the required amounts upon bond forms provided by the City, guarantying the performance of the terms of this Agreement.

17. MAINTENANCE AND GUARANTY. The Contractor shall promptly repair, replace, restore, or rebuild, as the CITY may determine, any finished product in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during a one (1) year period after the date of the City Council‘s acceptance of the project.

    This Article does not in any way limit the guaranty on any items for which a longer guaranty is specified or on any items which a manufacturer give a guaranty for a longer period, nor does it limit the other remedies of the City in respect to a latent defect, fraud or implied warranties. Contractor shall furnish the City all appropriate guaranties or warranty certificates upon completion of the project.

18. MAINTENANCE BOND. The Contractor further agrees to post a maintenance bond in the amount equal to at least 10 percent (10%) of the total value of the entire work prior to CITY's acceptance of the project. The maintenance bond shall remain in effect for a period of one (1) year after the City Council’s acceptance of the work to guarantee the repair and/or replacement of the defective materials provided and/or workmanship performed under this contract.

19. NOTICE OF THIRD PARTY CLAIMS. Pursuant to Public Contracts Code section 9201, the City Shall provide the Contractor with notice of Claims relating to this Contract filed by third parties no later than ten (10) business days from the date of receipt of the claim. The Contractor shall be responsible for reimbursing the City for its reasonable costs in providing the notification.

20. SHORING FOR TRENCHES. The Contractor shall provide adequate sheeting, shoring, and bracing for all trenching and excavations in accordance to applicable Safety Regulations, and the California Labor Code.

    Attention is directed to Sections 6423, 6424, 6705, and 6707 of the Labor Code of the State of California, OSHA 29 CFR Part 1926 Federal Regulations, Standards-Excavation, and elsewhere within these Contract Documents.

    The Contractor shall not commence with any excavation with a depth of five feet or deeper without first complying with all applicable Labor Code and Safety Regulations. The Contractor shall designate a competent person who is responsible for trench and structure excavation, shall obtain a Cal/OSHA Safety Permit for excavation, and shall submit to the City a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches.

21. CHANGES OR EXTRA WORK. The Contractor acknowledges that in conformance with the Contract Documents, any changes or extra work must be authorized in writing by the City prior to the Contractor performing said work. Contractor further acknowledges that it is solely responsible for obtaining written authorization from the City and that it shall not be compensated for any additional work performed without said written authorization. Oral authorization shall not be sufficient to bind the City absent specific written authorization.

22. MEDIATION. All claims for $375,000 and less shall be subject to the provisions of Public Contract Code Section 20104 et seq.

Executed on _____, _____, by

CONTRACTOR	CITY OF DUBLIN
_____	_____
By:_____	By:_____
Title:_____	Title:_____

[Attach Notary Page]

Attest:

By:_____

_

EXHIBIT A -- INSURANCE REQUIREMENTS

1. **Insurance Requirements**. Before commencing any Work under the Contract Documents, Contractor shall furnish to the City satisfactory proof that Contractor has in force continuously for the entire period covered by this Contract the following classes of insurance in the form and with limits specified below.

1.1 **Commercial General Liability Insurance** covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage no less broad than that of the current ISO Commercial General Liability policy (Occurrence Form, number CG 00 01). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations, contractual liability, personal and advertising injury. Contractor shall keep the commercial general liability insurance in place for 10 years following completion of the work. The commercial general liability insurance limits shall be dedicated solely to the specific Project described in the Contract Documents, and shall have limits not less than:

1.1.1 $1 million each Occurrence;

1.1.2 $1 million each Occurrence for personal injury and advertising injury;

1.1.3 $2 million aggregate for products and completed operations;

1.1.4 $2 million general aggregate limit, which shall apply separately and be reinstated annually.

Except for any exclusions relating to EIFS, lead and asbestos risks, the policy shall not contain any exclusions directed toward any types of projects, materials, or processes involved in the Work. Coverage shall include but not be limited to the following and shall not include any endorsements restricting these coverages:

1.1.5 Contractual liability to cover liability assumed under the Contract Documents;

1.1.6 Products/Completed Operations Liability Insurance;

1.1.7 Broad Form Property Damage;

1.1.8 Explosion, collapse and underground hazards, if such exposure exists;

1.1.9 Independent subcontractors;

1.1.10 Severability of interests;

1.1.11 Cross liability;

1.1.12 Limited Professional Liability - contractor means and methods - CG 2279.

Any self-insured retention shall be selected by the City pursuant to these requirements.

1.2 **Business Auto Insurance** covering all owned, non-owned, and hired vehicles on and off-site. Such insurance shall provide coverage not less than the standard ISO Comprehensive Automobile Liability policy (CA 00 01, CA 00 05, CA 00 12, CA 00 20), with limits not less than $2 million each accident, and $2 million each occurrence for claims subject to the Motor Carrier Act of 1980. If the Work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broaden coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached. Any statutorily required "No-Fault" benefits and uninsured/underinsured motorists coverage should be included.

1.3 **Worker's Compensation and Employers Liability Insurance** for all persons whom the Contractor may employ carrying out Work contemplated under the Contract Documents, in accordance with the Act of Legislature of State of California, known as "Worker's Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount. Coverages and limits shall include:

1.3.1 Worker's Compensation – statutory limit;

1.3.2 Employer's liability;

(a) $1 million bodily injury for each accident;

(b) $1 million bodily injury by disease for each employee;

(c) $1 million bodily injury disease aggregate;

1.3.3 Voluntary Compensation;

1.3.4 If there is an exposure or injury to Contractor's employees under the US Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for all such injuries or claims.

1.4 **Umbrella/Excess Liability Insurance** on an Occurrence basis in excess of the underlying insurance identified in paragraphs 1.1, 1.2, and 1.3.2 above, and which is at least as broad as each and every one of the underlying policies. The umbrella/excess liability policy shall be written on a "drop-down-following form" basis, with only such exceptions as the City shall expressly approved in writing. The amounts of insurance required in paragraphs 1.1, 1.2, and 1.3.2 and this Section may be satisfied by Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified below for these types when added to the limit for this section. The umbrella/excess liability insurance limits shall be dedicated solely to the specific Project described in this Contract Documents, and shall have limits of not less than the following amounts:

1.4.1 $5 million any one occurrence and annually reinstating General Aggregate; and

1.4.2 $5 million any one occurrence and Aggregate Products/Completed Operations.

The umbrella/excess liability insurance shall be kept in place for 10 years following completion of the work. Any self-insured retention shall be selected by the City pursuant to these requirements.

1.5 **Contractor's equipment**. Contractor will maintain All Risk Equipment Insurance covering all risk of physical damage to equipment provided for use at the Project site by the Contractor, whether owned, leased, rented, borrowed or used at the Project site. Contractor agrees to waive and does hereby waive its rights of recovery against the City and each of its officers, employees, consultants and agents including, but not limited to the City's council members and each City representative, as to any damage or loss which may occur to its equipment to the extent covered by insurance. Contractor will have the insurance company specifically agree to this waiver. If uninsured, Contractor will hold harmless the City and each of its officers, employees, consultants and agents including, but not limited to the City's Board of Trustees and each City representative, for loss or damage to its tools and equipment.

1.6 **Contractors Pollution Legal Liability Insurance** covering claims for bodily injury, property damage, including mold and loss of use of damage property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any pollution conditions arising from Contractor's operations or completed operations, performed by or on behalf of Contractor. Completed operations coverage will remain in effect for no less than 5 years after substantial completion of the work. Such coverage shall be written on an occurrence basis and shall apply to sudden and non-sudden pollution conditions and shall be placed with an insurer and in a form acceptable to the City. If any pollution liability coverages cannot be obtained on an occurrence form, after using best efforts to do so, such coverages may be provided on a claims-made basis. The pollution legal liability policy shall be dedicated solely to the specific Project described in the Contract Documents, and shall have limits not less than $5 million per occurrence and in the aggregate. Any self-insured retention shall be selected by the City pursuant to these requirements.

1.7 **Builder's Risk**. The Contractor must, at the Contractor's own expense, maintain a builder's risk policy covering "all risks", including special form including extended coverage and vandalism, and malicious mischief endorsements. The policy must name the City and the Contractor as insureds. Such insurance must be carried in the amount of 100% of the Contract Price. In the event of a partial or total destruction of any or all of the Work at any time prior to the completion and acceptance thereof, the Contractor shall promptly reconstruct all Work so destroyed or injured at the Contractor's own cost and expense and at no cost to the City.

1.8 If any aircraft are to be used in the performance of the work, Contractor shall provide **Aircraft Liability Insurance** (including owned and non-owned) with the following minimum limits: Bodily Injury – $10 million each occurrence, $2 million each person; Property Damage – $10 million each occurrence.

1.9 All policies of insurance shall be placed with insurers acceptable to the City. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for Worker's Compensation) must have a rating of A XV or better in the most recent edition of Best's Insurance Reports or otherwise satisfactory to the City. Required minimum amounts of insurance may be increased should conditions of Work, in the sole opinion of the City, warrant such increase. Contractor shall increase required insurance amounts upon direction by the City.

2. Certificates of Insurance.

2.1 Contractor shall furnish the City with certificates of insurance completed by a duly authorized representative evidencing coverage required under Section 1 of these requirements. Such certificates shall be delivered to the City before any Work hereunder is commenced by Contractor and annually thereafter on or before the policy effective dates of Contractor's general liability insurance policy, and shall provide that no coverage under the policy shall be terminated, canceled or materially modified unless and until at least thirty (30) days prior written notice has been given to the City. Contractor shall inform the City in writing thirty (30) days prior to terminating or materially modifying coverage required in these requirements.

2.2 Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of the City to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such insurance.

2.3 The City's acceptance of delivery of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by the City that the insurance requirements have been met or that the insurance policy shown in the certificates of insurance are in compliance with the requirements.

2.4 The City has the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until the City receives all certificates or other evidence that insurance has been placed in complete compliance with these requirements.

2.5 If any of the coverages are required to remain in force after Substantial Completion, Contractor shall submit an additional certificate evidencing continuation of such coverage with its final billing and at each subsequent renewal of Contractor's insurance.

3. **Required Endorsements**. Except as provided below, the policies required under Section 1 of these requirements shall be endorsed, in a form and manner acceptable to the City, providing as follows:

3.1 Except with regard to the Worker's Compensation and Employer's Liability Insurance, the City, its parent, subsidiary and affiliated organizations, and its City council, employees, representatives, consultants, and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured. Such additional insured endorsement for Commercial General Liability and excess/umbrella coverages shall be equivalent to ISO form GC 20 10 07 04, together with ISO form GC 20 37 07 04. The additional insured requirement for Commercial General Liability and excess/umbrella coverages is for the duration of this Agreement and an additional ten (10) years following Substantial Completion of the Work.

3.2 Except with regard to the Worker's Compensation and Employer's Liability insurance, each policy, including additional insured coverages, shall be primary and no other insurance or self-insured retention carried or held by the City shall be called upon to contribute to a loss covered by insurance for the named insured.

3.3 The insurance carriers waive their rights of subrogation against the City and all additional insureds, as well as other insurance carriers for the Work.

3.4 Declarations pages required. Contractor or its insurance broker shall submit a copy of the declarations page for each policy. The page shall include the name of the carrier, policy number, the types of coverages and limits, the effective dates of the policy, and the broker's name and license number.

4. Certificates of Insurance and Endorsements shall have clearly typed thereon the City's name and title of the Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to the City Manager at 100 Civic Plaza, Dublin, CA, 94568, 30 days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of this Agreement, and such additional periods as required in these requirements. At the time of making an application for extension of the Time for Completion, and during all periods exceeding the Time for Completion resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during the requested additional period of time. Upon the City's request, Contractor shall submit to the City, within 10 days, copies of the actual insurance policies or renewals or replacements.

5. **Insurance Primary**. All limits and coverage is required of the Contractor in these requirements shall be primary over any insurance or self-insurance program carried by the City and the additional insureds.

6. **Joint ventures**. If the Contractor is a joint venture involving two or more entities, each independent entity will satisfy the limits and coverage is specified in these requirements or the joint venture will be named insured under each policy specified.

7. **Waiver of Right to Recovery Including Subrogation**. Contractor hereby waives all its rights of recovery and shall require all insurance policies in any way related to the Work secured and maintained by the Contractor to include clauses stating each insurer will waive all rights of recovery, under subrogation or otherwise, against the City and all tiers of contractors or consultants engaged directly by the City. Contractor will require all tiers

of subcontractors, vendors and suppliers, by appropriate written agreements, to provide similar waivers each in favor of all parties enumerated in this paragraph.

8. **Cooperation**. Contractor shall fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the required policies, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.

9. If injury occurs to any employee of Contractor, subcontractor, or sub-subcontractor for which the employee, or the employee's dependents in the event of the employee's death, is entitled to compensation from the City under provisions of the Worker's Compensation Insurance and Safety Act, as amended, or for which compensation of any kind is claimed from the City, the City may retain out of sums due Contractor under the Contract Documents, an amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If the City is compelled to pay compensation, the City may, in its discretion, either deduct and retain from the Contract Price the amount so paid, or require Contractor to reimburse the City.

10. Nothing in these requirements shall be construed as limiting in any way the extent to which Contractor or any subcontractor may be held responsible for payment damages resulting from their operations. Contractor's obligations to procure insurance are separate and independent of, and shall not limit Contractor's contractual indemnity and defense obligations. The City does not represent that coverages and limits required in this contract will necessarily be adequate to protect the Contractor.

11. Except for Worker's Compensation coverages, Contractor shall by appropriate written agreements flow-down the additional insured coverage, certificate, endorsement, waiver of subrogation, and all other requirements of these requirements to all tiers of subcontractors for all insurance required of such subcontractors by Contractor for the work.

12. Contractor shall pay all insurance premiums including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, the City may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under the Contract Documents. If the aggregate limits on any Contractor's insurance policy are no longer available, Contractor must notify the City and immediately, at Contractor's expense, purchase replacement coverage to meet the insurance requirements as specified in these requirements. Alternatively, the Contractor's failure to maintain the required insurance shall be grounds for a termination for default in accordance with the Contract Documents.

Exhibit B

Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project

Plans: https://www.dublinplanroom.com/projects/1889/plans/dublin-blvd-slide-repair-between-inspiration-drive-silvergate-drive/?preview=22472

Specifications: https://www.dublinplanroom.com/projects/1889/specs/dublin-blvd-slide-repair-between-inspiration-drive-silvergate-drive/?preview=22473

CITY OF DUBLIN
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BID SUMMARY

Project Name: Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive

Project No. : GI0221 (FEMA PN: 733034)
Bid Date: May 15, 2025

BASE BID				Granite Construction, Inc.		Brannon Corporation		Ground Control, Inc.	
ITEM	**DESCRIPTION**	**Qty.**	**UNIT**	**Unit Cost**	**Extension**	**Unit Cost**	**Extension**	**Unit Cost**	**Extension**
1	Mobilization (10%)	1	LS	$30,000.00	$30,000.00	$52,500.00	$52,500.00	$47,059.00	$47,059.00
2	Traffic Control/Detour (7%)	1	LS	$19,000.00	$19,000.00	$44,000.00	$44,000.00	$37,647.00	$37,647.00
3	Construction Survey	1	LS	$5,000.00	$5,000.00	$7,715.00	$7,715.00	$6,315.00	$6,315.00
4	Water Pollution Control	1	LS	$4,500.00	$4,500.00	$14,400.00	$14,400.00	$10,340.00	$10,340.00
5	Clear and Grub	1	LS	$2,500.00	$2,500.00	$24,785.00	$24,785.00	$25,610.00	$25,610.00
6	Roadway Excavation	1,016	CY	$155.00	$157,480.00	$104.00	$105,664.00	$102.00	$103,632.00
7	Hot Mix Asphalt (Type A)	30	TON	$700.00	$21,000.00	$870.00	$26,100.00	$830.00	$24,900.00
8	Class II Aggregate Base	30	CY	$250.00	$7,500.00	$720.00	$21,600.00	$131.00	$3,930.00
9	Rock Slope Protection (150 lb, Class III, Method B) (CY)	332	CY	$290.00	$96,280.00	$300.00	$99,600.00	$288.00	$95,616.00
10	Rock Slope Protection (300 lb, Class IV, Method B) (CY)	603	CY	$320.00	$192,960.00	$260.00	$156,780.00	$302.00	$182,106.00
11	Rock Slope Protection Fabric (Class B)	920	SQYD	$10.00	$9,200.00	$5.50	$5,060.00	$4.00	$3,680.00
12	6" Perforated Plastic Pipe Underdrain	130	LF	$20.00	$2,600.00	$84.00	$10,920.00	$172.00	$22,360.00
13	6" Non-Perforated Plastic Pipe Underdrain	735	LF	$40.00	$29,400.00	$58.00	$42,630.00	$86.00	$63,210.00
14	Underdrain Cleanout Pullbox	6	EA	$600.00	$3,600.00	$1,035.00	$6,210.00	$3,813.00	$22,878.00
15	Hydroseed	5,000	SQFT	$0.75	$3,750.00	$0.40	$2,000.00	$1.00	$5,000.00
16	Temporary Inlet Protection	3	EA	$150.00	$450.00	$525.00	$1,575.00	$504.00	$1,512.00
17	Fiber Roll	240	LF	$10.00	$2,400.00	$9.00	$2,160.00	$10.00	$2,400.00
	BASE BID TOTAL:				**$587,620.00**		**$623,699.00**		**$658,195.00**

DETERMINATION OF LOW BID		Granite Construction, Inc.	Brannon Corporation	Ground Control, Inc.
		$587,620.00	**$623,699.00**	**$658,195.00**
		APPARENT LOW BIDDER		

List of Sub-Contractors

Description	Granite Construction, Inc.	Brannon Corporation	Ground Control, Inc.
Traffic Control	City Rise LLC, Lodi, CA	DR Traffic, San Francisco, CA	
Erosion Control	Nitta Erosion Control, Loomis, CA		Superior Hydroseeding, Inc., Watsonville, CA
SWPPP		Freeman Environmental, Aptos, CA	
Hydroseed and Fiber Rolls		Freeman Environmental, Aptos, CA	
Survey		Sandis, Cambell, CA	
AC Paving			Terocons Inc, San Francisco, CA

Number – GI0221	RESILIENCY AND DISASTER PREPAREDNESS IMPROVEMENTS	Program – GENERAL IMPROVEMENTS

PROJECT DESCRIPTION

Beginning in the end of December 2022 through the first few weeks of 2023, Dublin and most of California experienced damage due to a series of rain fall events that were declared a major disaster in Alameda County by the President on January 17, 2023. The City experienced damage at various sites, including street rights-of-way, parks and open space, and facilities and buildings. This project will be utilized to provide for the planning, design, environmental permitting, if necessary, and construction to make the repairs at various sites impacted. The following locations and types of repairs have been identified:

- Dougherty Hills Open Space, Crossridge Road Trailhead – slide repair
- Dublin Boulevard, west of Silvergate Road – slide repair
- Mape Memorial Park – Pathway Realignment
- Shannon Community Center/San Ramon Road – ditch and culvert improvements
- Various citywide storm drainage facilities repairs, such as trash racks, culverts, ditches, bank stabilization, etc.

The City will apply for grants for this project through the Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (CalOES).

PROJECT TIMELINE: The clean-up effort has been on-going since the storm events and the planning for the permanent repair began in Fiscal Year 2023-24. The project is currently in the preliminary engineering and design phase. Construction is anticipated to begin in 2025, dependent on approvals from FEMA and CalOES.

ANNUAL OPERATING IMPACT: None.

		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	$54,189		$75,000					$129,189
9200 – Contract Services	$223,000	$277,000	$300,000					$800,000
9400 – Improvements	$825,000		$1,000,000					$1,825,000
TOTAL	**$1,102,189**	**$277,000**	**$1,375,000**					**$2,754,189**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$1,102,189	$277,000	$1,375,000					$2,754,189
TOTAL	**$1,102,189**	**$277,000**	**$1,375,000**					**$2,754,189**

CITY OF DUBLIN
FISCAL YEAR 2024-25
BUDGET CHANGE FORM

Budget Change Reference #: _____

City Council's Approval Required

From Un-Appropriated Reserves X Budget Transfer Between Funds _____

From Designated Reserves _____ Other _____

DECREASE BUDGET AMOUNT		INCREASE BUDGET AMOUNT	
Account	**Amount**	**Account**	**Amount**
		GI0221 - Resiliency and Disaster Preparedness Improvements GI0221.9400.9401	$660,000
		GI0221 - Resiliency and Disaster Preparedness Improvements - General Fund GI0221.1001	$660,000

REASON FOR BUDGET CHANGE

These two projects, along with five other storm damage repair projects, are a part of the Resiliency and Disaster Preparedness Improvements Capital Improvement Program (CIP) project, CIP No. GI0221. With the previously awarded construction and the in-process preliminary engineering and design work, there is a funding need of approximately $660,000 to award construction contracts for the Dougherty Hills Open Space Slide and Trail Repair Project and the Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project. Staff recommends a budget change of $660,000 from the General Fund to increase the budget of CIP No. GI0221.

As Presented at the City Council Meeting **6/17/2025**

************Finance Use Only************

Posted By: _____ Date: _____

Agenda Item 5.11

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: First Amendment to the Agreement with All City Management Services Inc.
Prepared by: Miguel Campos, Captain Dublin Police Services

EXECUTIVE SUMMARY:

The City Council will consider approving an amendment to the current agreement with All City Management, Inc., to extend crossing guard services for three years, with a new expiration date of June 30, 2028, and increase the not-to-exceed compensation.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the First Amendment to Contractor Services Agreement Between the City of Dublin and All City Management Services, Inc.

FINANCIAL IMPACT:

The current agreement with All City Management, Inc., includes a not-to-exceed compensation of $800,000 (about $400,000 per year). The cost to fund crossing guard services over the three-year agreement extension is estimated at an additional $1.4 million, including a 10% contingency, as shown in the table below. This allows for up to 18 crossing guard locations, as well as summer school coverage at one school site, for a total of 13,568 crossing guard hours for the school year.

As directed by the City Council at the June 3, 2025 meeting, the City will fund 14 crossing guards beginning in Fiscal Year 2025-26, an increase of three over the prior year. Dublin Unified School District will reimburse the City for four crossing guards (3,384 hours).

	Estimated Cost	$ Change	% Change	City Share	DUSD Share
FY 2025-26	$418,844	$14,789	3.7%	$314,380	$104,464
FY 2026-27	$435,261	$16,417	3.9%	$326,723	$108,538
FY 2027-28	$453,307	$18,045	4.1%	$340,247	$113,059
Subtotal	**$1,307,412**			**$981,351**	**$326,062**
10% contingency	$130,741			$98,135	$32,606
Total	**$1,438,154**			**$1,079,486**	**$358,668**

With this amendment, the not-to-exceed compensation over the five years of the contract would be $2,238,154. Sufficient funding is included in the Fiscal Year 2025-26 Proposed Budget for the first year of these services. Funding for future years services will be included in the Fiscal Years 2026-27 and 2027-28 budget processes.

DESCRIPTION:

All City Management Services, Inc. (ACMS) provides a variety of traffic and safety related services including crossing guards, parking enforcement, and traffic control to public agencies. ACMS is headquartered in Los Angeles and serves numerous cities in northern and southern California. In recent years, ACMS's presence in northern California has grown to match the demand of cities.

The City of Dublin has contracted with ACMS since July 1, 1995. The current agreement is effective as of July 1, 2023 and is set to expire on June 30, 2025. The City of Dublin is currently assigned one Area Supervisor and one Field Supervisor who monitor the activities of crossing guards. ACMS services include the direct provision of crossing guards along with administrative support for the program including personnel recruitment, training, supervision, and payroll functions.

Under the proposed base service levels, crossing guard services will be provided at 18 separate locations, for four hours per day, 180 days per year, throughout the regular school year. Seven of these locations will be staffed for five hours per day, for 35 days, to accommodate early release days. The proposed crossing guard locations are as follows:

1. Amador Elementary (E Cantara Dr / Positano Pkwy)
2. Cottonwood Creek School (Central Pkwy / Fallon Rd)
3. Cottonwood Creek School (Central Pkwy / Sunset View Dr)
4. Cottonwood Creek School (Central Pkwy / Panorama Dr)
5. Dougherty (James) Elementary (Aspen St / Central Pkwy)
6. Dublin Elementary (Shannon Ave / San Ramon Rd)
7. Dublin Elementary (Shannon Ave / Vomac Rd)
8. Dublin Elementary (Vomac Rd / Landale Ave)
9. Fallon Elementary-Middle (Antone Way / Grafton St)
10. Fallon Elementary-Middle (Gleason Dr / Tassajara Rd)
11. Fallon Elementary-Middle (Kohnen Way / Grafton St)

12. Fallon Elementary-Middle (Oak Bluff Ln / Newfields Ln)
13. Fallon Elementary-Middle (S Dublin Ranch Dr / Woodshire Ln)
14. Frederiksen Elementary (Amador Valley Blvd / Burton St)
15. Frederiksen Elementary (Tamarack Dr / Burton St)
16. Kolb Elementary (Palermo Way / Lockhart St)
17. Murray Elementary (Bonniewood Ln / Davona Ln)
18. Dublin High School (Brighton Dr / Callan St)

Additionally, during the summer school session, crossing guard coverage is provided at one location, four hours daily, covering approximately 26 school days. The proposed location varies depending on where the summer school session is being held.

Contracting crossing guard services through ACMS continues to be the most cost effective and efficient method to provide these services. The ability for ACMS to utilize a well-established program with a sufficient pool of qualified personnel benefits the community. In addition, all individuals assigned to the City of Dublin are trained and supervised by ACMS. Staff believe that ACMS continues to execute the terms of the agreement sufficiently and therefore recommends that the City Council adopt the proposed resolution amending the agreement with All City Management Services, Inc. through June 30, 2028.

STRATEGIC PLAN INITIATIVE:

Strategy 2: Public Safety
Objective B: Continue to invest in public safety technology and programs that advance proactive, community policing and protect citizens and law enforcement.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the First Amendment to Contractor Services Agreement Between the City of Dublin and All City Management Services, Inc.
2) Exhibit A to the Resolution – First Amendment to Contractor Services Agreement Between the City of Dublin and All City Management Services, Inc.

RESOLUTION NO. XX – 25

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

APPROVING THE FIRST AMENDMENT TO CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND ALL CITY MANAGEMENT SERVICES, INC.

WHEREAS, the City of Dublin uses adult crossing guards to ensure the safety of schoolchildren crossing streets; and

WHEREAS, the City of Dublin entered into a Contractor Services Agreement with All City Management Services, Inc. on July 1, 2023, with an expiration of June 30, 2025, and not-to-exceed compensation amount of $800,000; and

WHEREAS, the City of Dublin wishes to extend the current contract with All City Management Services, Inc. to provide crossing guard services for an additional three years, with an expiration of June 30, 2028 and a not-to-exceed compensation amount of $2,238,153.73.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the Amendment to the agreement, attached hereto as **Exhibit A**, with All City Management Services, Inc. for the provision of crossing guard services within the City of Dublin, in an amount not to exceed $2,238,153.73.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to execute the amendment to the agreement, attached hereto as **Exhibit A**, and make any necessary, non-substantive changes to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

FIRST AMENDMENT TO CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND ALL CITY MANAGEMENT SERVICES, INC.

WHEREAS, on July 1, 2023, the City of Dublin (hereinafter referred to as "CITY") and All City Management Services, Inc. (hereinafter referred to as "CONTRACTOR ") entered into a Contractor Services Agreement for Crossing Guard Services (hereinafter referred to as the “AGREEMENT”); and

WHEREAS, the existing AGREEMENT expires on June 30, 2025; and

WHEREAS, the CITY and CONTRACTOR now wish to amend the AGREEMENT to extend the term through June 30, 2028 by modifying section 1.1 of the AGREEMENT, and to increase the not to exceed compensation amount to $2,238,153.73, including a 10% contingency for the extension amount, by modifying Section 2 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, 2028, 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 the 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.

2) Section 2. COMPENSATION, the first paragraph shall be rescinded in its entirety and replaced with the following:

COMPENSATION. City hereby agrees to pay Contractor as per the compensation schedule in Exhibit B, notwithstanding any contrary indications that may be contained in Contractor’s proposal, for services to be performed and reimbursable costs incurred under this AGREEMENT for a not to exceed amount of $2,238,153.73, including a 10% contingency for the extension amount. 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.

3) Except to the extent inconsistent with this First 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 CONTRACTOR 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 First Amendment to be executed as of the date of the City Manager's signature below.

CITY OF DUBLIN

By: _____
Colleen Tribby, City Manager

Dated: _____

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

ALL CITY MANAGEMENT SERVICES, INC

Signed by:
Demetra Farwell
957937EA6C0740A...

By: _____
Demetra Farwell, Corporate Secretary

Docusign Envelope ID: 9ED3AD77-68BB-489D-9E1A-A9F1F8D124CE

EXHIBIT A

SCOPE OF SERVICES

1. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. The Contractor is an independent Contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.

2. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this agreement.

3. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.

4. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this agreement and all applicable laws of the state in which services are to be performed.

5. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which services are to be performed pertaining to general pedestrian safety in school crossing areas.

6. Crossing Guard Services shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under the City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

7. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.

EXHIBIT B

Compensation Schedule

All City Management Services

Client Worksheet 2025-2026

Department:

Billing Rate for 2025-2026: $30.87

City of Dublin
6361 Clark Avenue
Dublin, CA 94568

KEY:
Traditional Calendar:
For sites with no regularly scheduled early release days, use 180 regular days

Client Worksheet 2026-2027

Department:

Billing Rate for 2026-2027: $32.08

City of Dublin
6361 Clark Avenue
Dublin, CA 94568

KEY:
Traditional Calendar:
For sites with no regularly scheduled early release days, use 180 regular days

Client Worksheet 2027-2028

Department:

Billing Rate for 2027-2028: $33.41

City of Dublin
6361 Clark Avenue
Dublin, CA 94568

KEY:
Traditional Calendar:
For sites with no regularly scheduled early release days, use 180 regular days

Agenda Item 5.12

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Agreement with Casey Printing for Printing and Bulk Mail Preparation Services
Prepared by: Jacqui Hatzikokolakis, Graphic Design & Communications Coordinator

EXECUTIVE SUMMARY:

The City Council will consider approving a two-year agreement with Casey Printing for the printing and distribution of the City's newsletters and activity guides.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Agreement with Casey Printing for Printing and Bulk Mail Preparation Services.

FINANCIAL IMPACT:

The two-year agreement provides a not-to-exceed compensation of $158,738. Funding for the first year of services is included in the Fiscal Year 2025-26 Proposed Budget and funding for the remainder will be included in the Fiscal Year 2026-27 budget request.

DESCRIPTION:

The City currently contracts with a commercial printing services vendor to support the printing and distribution of the Activity Guides, the City Report, and Annual Report newsletters. Historically, the City has utilized Wesco Graphics, Inc. for these services. However, in recent years, the City has experienced recurring issues with this vendor, including extended delivery delays—at times up to several weeks—and inconsistent quality of the finished products. These service deficiencies have impacted the timely distribution of important community materials.

With the expiration of Wesco Graphics, Inc.'s two-year contract and the need to establish a new agreement for commercial printing services, Staff issued a Request for Proposals (RFP) in April (Attachment 3), receiving responses from seven vendors. Proposals were evaluated based on experience with projects of similar scope and complexity, quality of work, client

satisfaction, and cost.

Although Wesco Graphics, Inc. submitted the lowest bid, their recent performance history and service challenges were significant considerations in the evaluation process. As a result, Staff recommends awarding the contract to the second lowest bidder - Casey Printing, whose proposal demonstrated experience and reliability, consistently high-quality print production, and competitive pricing. Staff believes this recommendation will better support the City's operational needs and public service standards.

Environmental stewardship is a priority for Casey Printing. In 2008, they became the first business in South Monterey County to receive certification through the Monterey Bay Area Green Business Program. Of all the paper used in their facility, 74% contains recycled content. Furthermore, if hired by the City, they plan to use paper for the City's publications that contains 10% post-consumer waste. All paper waste generated during production is either upcycled or recycled, and the company uses a variety of vegetable- and nut oil-based inks. In addition, sustainability practices within their facility save more than 130,000 kWh of energy per year.

The proposal from Casey Printing is not to exceed $158,738 for a two-year term ending June 30, 2027. Per Chapter 2.36 of the Dublin Municipal Code, City Council approval is required for procurement of goods and services in excess of $45,000 (DMC 2.36.090). As such, Staff is recommending City Council approval to utilize the services of Casey Printing.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving an Agreement with Casey Printing for Printing and Bulk Mail Preparation Services
2) Exhibit A to the Resolution – Contractor Services Agreement Between the City of Dublin and Casey Printing
3) 2025 Printing Services RFP

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AN AGREEMENT WITH CASEY PRINTING FOR PRINTING AND BULK MAIL PREPARATION SERVICES

WHEREAS, the City of Dublin requires commercial printing services for its Activity Guides, City Reports, and Annual Report; and

WHEREAS, Staff conducted a Request for Proposals for such services and received seven proposals; and

WHEREAS, Wesco Graphics, Inc. was the lowest bidder, and while the City had contracted with Wesco Graphics, Inc. for provision of printing and distribution over the last eight years, recently the City has experienced extended delivery delays and inconsistent print quality; and

WHEREAS, Casey Printing is the second-lowest bidder and proposed a two-year service term for a not-to-exceed amount of $158,738 for printing services, which includes distribution. Casey Printing is committed to sustainability, using recycled paper and environmentally friendly inks; and

WHEREAS, Section 2.36.090 of the Dublin Municipal Code requires City Council approval of supplies, equipment, and services with a cost greater than or equal to forty-five thousand dollars ($45,000).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Agreement with Casey Printing, attached hereto as **Exhibit A**.

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

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND CASEY PRINTING

THIS AGREEMENT for printing and bulk mail preparation services is made by and between the City of Dublin ("City") and Casey Printing ("Contractor") (together sometimes referred to as the "Parties") as of July 1, 2025 (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, 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 services 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 $158,738, 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;
- 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 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:

Casey Printing
Attn: Todd Hermosillo
398 East San Antonio Drive
King City, CA 93930

Any written notice to City shall be sent to:
City of Dublin
Attn: Jacqui Hatzikokolakis
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.

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

_____
Colleen Tribby, City Manager

Attest:

_____
Marsha Moore, City Clerk

Approved as to Form:

_____
City Attorney

CASEY PRINTING

Signed by:
Greg Rust
6A4C6C340ADF436...
Greg Rust, General Manager

EXHIBIT A

SCOPE OF SERVICES
COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

SCOPE OF SERVICES

Printing, mailing (preparation and delivery, not including postage), and delivery of the next six (6) issues of Dublin's Activity Guide, two (2) issues each of the Annual Report, and City Report, and three (3) issues of the Dublin Arts Center booklet. **Postscript CMYK files will be provided nine (9) business days ahead of the delivery dates noted below.**

1. **2025-26 Fall/Winter Activity Guide**
   64 pages + 4-page cover*
   25,000 copies
   2025 Annual Report (inserted):
   12 pages*
   25,000 copies
   Delivered to the Post Office on **Tuesday, August 12, 2025, by 5:00 p.m.**
   **page counts may vary but will be confirmed within 3 weeks of print date*

2. **2026 Spring Activity Guide**
   64 pages + 4-page cover*
   25,000 copies
   2026 Spring Dublin Arts Center booklet (inserted):
   12 pages*
   25,000 copies
   Delivered to the Post Office on **Tuesday, January 13, 2026, by 5:00 p.m.**
   **page counts may vary but will be confirmed within 3 weeks of print date*

3. **2026 Summer Activity Guide**
   88 pages + 4-page cover*
   25,000 copies
   2026 Summer Dublin Arts Center booklet (inserted):
   12 pages*
   25,000 copies
   Delivered to the Post Office on **Tuesday, February 17, 2026, by 5:00 p.m.**
   **page counts may vary but will be confirmed within 3 weeks of print date*

4. **2025-26 City Report**
   12 pages*
   25,000 copies
   Delivered to the Post Office on **Tuesday, March 3, 2026, by 5:00 p.m.**
   **page counts may vary but will be confirmed within 3 weeks of print date*

5. **2026-27 Fall/Winter Activity Guide**
   64 pages + 4-page cover*
   25,000 copies
   2026 Annual Report (inserted):
   12 pages*
   25,000 copies
   2026-27 Fall/Winter Dublin Arts Center booklet (inserted):
   12 pages*
   25,000 copies
   Delivered to the Post Office on **Tuesday, August 11, 2026, by 5:00 p.m.** *(estimated date, to be confirmed April 2026)*
   **page counts may vary but will be confirmed within 3 weeks of print date*

6. **2027 Spring Activity Guide**
   64 pages + 4-page cover*
   25,000 copies
   Delivered to the Post Office on **Tuesday, January 12, 2027, by 5:00 p.m.** *(estimated date, to be confirmed April 2026)*
   **page counts may vary but will be confirmed within 3 weeks of print date*

7. **2027 Summer Activity Guide**
   88 pages + 4-page cover*
   25,000 copies
   Delivered to the Post Office on **Tuesday, February 16, 2027, by 5:00 p.m.** *(estimated date, to be confirmed April 2026)*
   **page counts may vary but will be confirmed within 3 weeks of print date*

8. **2026-27 City Report**
   12 pages*
   25,000 copies
   Delivered to the Post Office on **Tuesday, March 2, 2027, by 5:00 p.m.** *(estimated date, to be confirmed April 2026)*
   **page counts may vary but will be confirmed within 3 weeks of print date*

Activity Guide Specifications
Finished size: 8.25” w x 10.5” h
Inside pages: 40# 80 brite; full bleeds; 4/4 full color
Cover: 80# satin coated text; full bleeds; 4/4 full color
Binding: Stitch and trim
Other: No unders or overs
Artwork: PDF (postscript CMYK files) provided; hardcopy proof required
Mailing & Delivery:
To be verified at Pleasanton, CA Post Office, and delivered to San Ramon, CA Post Office, ready for bulk rate delivery (carrier route presort) to each residential address in Dublin; remaining Guides to be boxed and delivered to 100 Civic Plaza, Dublin.

Annual Report & Dublin Arts Center Booklet Specifications
Finished size: 8” w x 10.25” h
All pages: 80# velvet book; full bleeds; 4/4 full color
Binding: Stitch and trim
Other: No unders or overs
Artwork: PDF (postscript CMYK files) provided; hardcopy proof required
Mailing & Delivery:

- Annual Report to be inserted (blown) into both Fall/Winter Activity Guides;
- Dublin Arts Center Booklet to be inserted (blown) into the 2026 Spring Activity Guide, the 2026 Summer Activity Guide, and the 2026-27 Fall/Winter Activity Guide;
- All extras to be boxed and delivered to 100 Civic Plaza, Dublin.

City Report Specifications
Finished size: 8” w x 10.25” h
All pages: 80# velvet book; full bleeds; 4/4 full color
Binding: Stitch and trim
Other: No unders or overs
Artwork: PDF (postscript CMYK files) provided; hardcopy proof required
Mailing & Delivery: To be verified at Pleasanton, CA Post Office, and delivered to San Ramon, CA Post Office, ready for bulk rate delivery (carrier route presort) to each residential address in Dublin; remaining extras to be boxed and delivered to 100 Civic Plaza, Dublin.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

$12,273 – 2025-26 Fall/Winter Activity Guide, 64 pages + 4-page cover, 25,000 copies*
$9,761 – 2025 Annual Report (inserted), 12 pages, 25,000 copies*
Contingent on delivery to the San Ramon, CA Post Office on **Tuesday, August 12, 2025, by 5:00 p.m.**
If received after Wednesday, August 13, 2025, a 5% discount will be applied to the invoice.
If received after Tuesday, August 19, 2025, a 15% discount will be applied to the invoice.
If received after Tuesday, August 26, 2025, a discussion regarding the potential termination of this agreement will be initiated.

$12,273 – 2026 Spring Activity Guide, 64 pages + 4-page cover, 25,000 copies*
$9,761 – 2026 Spring Dublin Arts Center booklet (inserted), 12 pages, 25,000 copies*
Contingent on delivery to the San Ramon, CA Post Office on **Tuesday, January 13, 2026, by 5:00 p.m.**
If received after Wednesday, January 14, 2026, a 5% discount will be applied to the invoice.
If received after Tuesday, January 20, 2026, a 15% discount will be applied to the invoice.
If received after Tuesday, January 27, 2026, a discussion regarding the potential termination of this agreement will be initiated.

$15,440 – 2026 Summer Activity Guide, 88 pages + 4-page cover, 25,000 copies*
$9,761 – 2026 Summer Dublin Arts Center booklet (inserted), 12 pages, 25,000 copies*
Contingent on delivery to the San Ramon, CA Post Office on **Tuesday, February 17, 2026, by 5:00 p.m.**
If received after Wednesday, February 18, 2026, a 5% discount will be applied to the invoice.
If received after Tuesday, February 24, 2026, a 15% discount will be applied to the invoice.
If received after Tuesday, March 3, 2026, a discussion regarding the potential termination of this agreement will be initiated.

$10,451 – 2025-26 City Report, 12 pages, 25,000 copies*
Contingent on delivery to the San Ramon, CA Post Office on **Tuesday, March 3, 2026, by 5:00 p.m.**
If received after Wednesday, March 4, 2026, a 5% discount will be applied to the invoice.
If received after Tuesday, March 10, 2026, a 15% discount will be applied to the invoice.
If received after Tuesday, March 17, 2026, a discussion regarding the potential termination of this agreement will be initiated

$12,273 – 2026-27 Fall/Winter Activity Guide, 64 pages + 4-page cover, 25,000 copies*
$9,761 – 2026 Annual Report (inserted), 12 pages, 25,000 copies*

$9,761 – 2026-27 Fall/Winter Dublin Arts Center booklet (inserted), 12 pages, 25,000 copies*
Contingent on delivery to the San Ramon, CA Post Office on **Tuesday, August 11, 2026, by 5:00 p.m.** *(est. date, to be confirmed April 2026)*
If received after Wednesday, August 12, 2026, a 5% discount will be applied to the invoice.
If received after Tuesday, August 18, 2026, a 15% discount will be applied to the invoice.
If received after Tuesday, August 25, 2026, a discussion regarding the potential termination of this agreement will be initiated.

$12,273 – 2027 Spring Activity Guide, 64 pages + 4-page cover, 25,000 copies*
Contingent on delivery to the San Ramon, CA Post Office on **Tuesday, January 12, 2027, by 5:00 p.m.** *(est. date, to be confirmed April 2026)*
If received after Wednesday, January 13, 2027, a 5% discount will be applied to the invoice.
If received after Tuesday, January 19, 2027, a 15% discount will be applied to the invoice.
If received after Tuesday, January 26, 2027, a discussion regarding the potential termination of this agreement will be initiated.

$15,440 – 2027 Summer Activity Guide, 88 pages + 4-page cover, 25,000 copies*
Contingent on delivery to the San Ramon, CA Post Office on **Tuesday, February 16, 2027, by 5:00 p.m.**
If received after Wednesday, February 17, 2027, a 5% discount will be applied to the invoice.
If received after Tuesday, February 23, 2027, a 15% discount will be applied to the invoice.
If received after Tuesday, March 2, 2027, a discussion regarding the potential termination of this agreement will be initiated.

$10,451 – 2026-27 City Report, 12 pages, 25,000 copies*
Contingent on delivery to the San Ramon, CA Post Office on **Tuesday, March 2, 2027, by 5:00 p.m.** *(est. date, to be confirmed April 2026)*
If received after Wednesday, March 3, 2027, a 5% discount will be applied to the invoice.
If received after Tuesday, March 9, 2027, a 15% discount will be applied to the invoice.
If received after Tuesday, March 16, 2027, a discussion regarding the potential termination of this agreement will be initiated.

$1,500 – Fees for inserting newsletters ($300 per issue)

$7,559– 5% contingency

TOTAL: $158,738

**page counts may vary but will be confirmed within 3 weeks of print date*

DUBLIN
CALIFORNIA

REQUEST FOR PROPOSALS

Printing and Bulk Mail Preparation Services for the City of Dublin

Proposals must be received by: Wednesday, April 30, 2025, at 5:00 p.m.

Jacqui Hatzikokolakis
Graphic Design & Communications Coordinator
100 Civic Plaza
City of Dublin, CA 94568

Proposals will be evaluated on the following:

a) experience with engagement of similar scope and complexity,
b) quality of the product,
c) satisfaction of previous clients,
d) cost of providing the consultant services for this project.

DUBLIN

Request for Proposals
for Printing and Bulk Mail Preparation Services

OVERVIEW

The City of Dublin prints three Activity Guides, two Annual Reports, and two City Reports each year. With a new cultural arts facility coming online soon, a new Arts Center booklet will accompany the first three editions of the Activity Guide in this proposal. These publications require bulk mailing services as outlined below. This proposal covers two years' worth of printing services and bulk mail prep. Please provide a quote on printing, mailing (prep, not actual postage), and delivery of the next **six issues** of Dublin's Activity Guide, plus **two issues each** of the Annual Report, and City Report, and **three issues** of the Arts Center booklet. Mailing and delivery includes verifying at the Pleasanton Post Office on Black Avenue, Pleasanton, CA, and delivery to the San Ramon Post Office on Alcosta Boulevard in San Ramon, CA, ready for bulk rate delivery (carrier route presort) to each residential address in Dublin. The extra Guides/Reports/booklets are to be boxed and delivered to Dublin Civic Center, 100 Civic Plaza, Dublin on the same day.

PROJECT SPECIFICATIONS

2x Fall/Winter Activity Guide
25,000 copies
64 pages + 4 page cover

2x Spring Activity Guide
25,000 copies
64 pages + 4 page cover

2x Summer Activity Guide
25,000 copies
88 pages + 4 page cover

2x Annual Report, inserted (blown) into the Fall/Winter editions of the Activity Guide
25,000 copies
12 pages

2x City Report
25,000 copies
12 pages

3x Arts Center booklet, inserted (blown) into the 2025-26 Fall/Winter Activity Guide, 2026 Spring Activity Guide, and 2026 Summer Activity Guide
25,000 copies
12 pages

Activity Guide
Finished size: 8.25 w x 10.5 h

Inside pages: 40# estar 84 brite; full bleeds; 4/4 full color
Cover: 80# sheet-fed satin (text weight); full bleeds; 4/4 full color
Binding: Stitch and trim
Other: No unders or overs
Artwork: PDF (postscript CMYK files) provided; **hardcopy proof preferred – please indicate whether or not this is available**
Mailing & Delivery: To be verified at Pleasanton Post Office, and delivered to San Ramon Post Office, ready for bulk rate delivery (carrier route presort) to each residential address in Dublin; remaining Guides to be boxed and delivered to 100 Civic Plaza, Dublin.

Annual Report, City Report, Arts Center booklet
Finished size: 8 w x 10.25 h
All pages: 80# sheet-fed satin (text weight); full bleeds; 4/4 full color
Binding: Stitch and trim
Other: no unders or overs
Artwork: PDF (postscript CMYK files) provided; **hardcopy proof preferred**
Mailing & Delivery: Annual Report and Arts Center booklet to be inserted (blown) into the Activity Guide, extras to be boxed and delivered to 100 Civic Plaza, Dublin; City Report to be verified at Pleasanton Post Office, and delivered to San Ramon Post Office, ready for bulk rate delivery (carrier route presort) to each residential address in Dublin; remaining City Reports to be boxed and delivered to 100 Civic Plaza, Dublin.

CONSIDERATIONS

Please include any fees for hard copy proofs, corrections to the proof, fees for inserting the Annual Report and Arts Center booklet, as well as any additional unforeseen fees that might be incurred.

If you are unable to quote according to these exact specifications, please make a note and provide alternatives.

PROCESS AND GENERAL CONDITIONS

1. Proposers shall submit proposals either electronically via email, or hard copy via regular mail to:

   Jacqui Hatzikokolakis
   Graphic Design & Communications Coordinator
   100 Civic Plaza
   Dublin, CA 94568
   jacqui.hatzi@dublin.ca.gov

2. The deadline for submitting the proposal is **Wednesday, April 30 at 5:00 p.m.** Postmarks or late submittals will not be accepted.

3. The City will not pay for any costs incurred in preparation and submission of the proposals or in anticipation of a contract. The format of submittals is at the discretion of the Proposer.

SCHEDULE FOR RFP PROCESS

Friday, April 11, 2025	Request for Proposals posted.
Friday, April 25, 2025	Deadline to submit questions to City of Dublin.
Wednesday, April 30, 2025	Proposals are due no later than 5:00 p.m. on April 30, 2025, at the offices of the City of Dublin, City Manager's Office, 100 Civic Plaza, Dublin, CA 94568. Late submittals will not be accepted.
Wednesday, May 7, 2025	Proposal review and notification.
Tuesday, June 17, 2025*	Contractor Services Agreement scheduled for approval by the Dublin City Council.

**tentative date, subject to change*

RFP SUBMITTAL REQUIREMENTS

Please prepare and organize your proposal based on the requirements provided below.

1. Enclose a cover letter describing the firm's interest and commitment to perform work necessary to provide consulting services. The person authorized by the firm to negotiate a contract with the City of Dublin shall sign the cover letter.

2. State the qualifications and experience of the firm. Please emphasize the specific qualifications and experience with engagements of similar scope and complexity.

3. Provide at least three references (names, email addresses, and current phone numbers) from recent work (within the previous three years), similar to the services outlined in this request for proposal. Please include a brief description of the work performed and the role your firm performed.

4. Present proposed project budget for services requested.

5. Provide confirmation of your firm's ability to meet the City's Standard Contractor Services Agreement (Agreement) and insurance requirements. Exceptions to the Agreement and insurance requirements shall be specifically noted in the Proposal.

STANDARD CONTRACTOR SERVICES AGREEMENT

It is anticipated that the services covered by the City's Standard Contractor Services Agreement (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 **July 1, 2025.**

A sample of the 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 Proposals. Otherwise, the interested firm is to state in the proposal that the Agreement and insurance requirements are acceptable.

Consideration for exceptions will not be considered if not included in the submitted proposal.

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 may be requested to provide a list of clients with any potential conflicts of interest in working for the City of Dublin and a brief description of work for these clients. This list would include all potential conflicts of interest within the year prior to the release of this RFP, 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 RFP 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	$1,000,000
Automobile Liability Insurance	$1,000,000
Professional Liability Insurance	$1,000,000
Workers' Compensation Insurance	$1,000,000

REFERENCES

Contractor must include three (3) references for which the company has provided services similar to those described in this RFP. Reference information shall include: name, address, contact, title, email address, phone number, and the term of the contract.

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 proposals provided in response to this RFP. The subcommittee will use a forced ranking process. Informal interviews may be conducted by City staff, and may include more than one firm that has submitted a Proposal.

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 RFP. The City reserves the right to reject any and all Proposals prior to execution of the Agreement, with no penalty to the City.

SELECTION OF CONSULTANT

Submitted Proposals will be evaluated and scored using the following criteria:

- Experience with engagement of similar scope and complexity.
- Quality of the product
- Satisfaction of previous clients.
- Cost of providing the consultant services for this project.

ATTACHMENT A: CONTRACTOR SERVICES AGREEMENT

Removed from the RFP Packet for purposes of the June 17, 2025 Regular City Council Meeting

Agenda Item 5.13

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Appointment of Association of Bay Area Governments Delegate for 2025 General Assembly
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider confirming the Mayor's Appointment of Councilmember Josey as the City's delegate for the 2025 Association of Bay Area Governments General Assembly.

STAFF RECOMMENDATION:

Confirm the Mayor's Appointment of Councilmember Josey as the City of Dublin elegate for the 2025 Association of Bay Area Governments General Assembly.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council confirmed the Mayor's appointments to various local and regional boards, committees, and commissions on December 17, 2024 with Resolution No. 147-24. Councilmember McCorriston is appointed as the delegate and Mayor Hu as the alternate to the Association of Bay Area Governments (ABAG) General Assembly. Due to scheduling conflicts, Councilmember McCorriston and Mayor Hu are not available for the 2025 ABAG General Assembly. Mayor Hu has appointed Councilmember Josey as the delegate for the 2025 ABAG General Assembly. No changes are being made to the appointments in Exhibit A to Resolution No. 147-24. The City Council is being asked to confirm the Mayor's appointment of Councilmember Josey as the ABAG delegate for the 2025 General Assembly.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 5.14

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Adoption of an Appropriations Limit for Fiscal Year 2025-26
Prepared by: Darlynn Haas, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider adoption of the annual Appropriations Limit in accordance with state law. The City of Dublin's Limit for Fiscal Year 2025-26 is $527,518,172, which exceeds the City's related appropriations by $424,819,201.

STAFF RECOMMENDATION:

Adopt the **Resolution** Adopting an Appropriations Limit for Fiscal Year 2025-26.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background
Each year, the City Council is required by state law to adopt an Appropriations Limit, also known as the Gann Limit, in conjunction with the annual budget process. The Appropriations Limit caps state and local government spending on tax-funded services at a base level, which was set with the 1978-79 fiscal year and is adjusted each year for population growth and inflation.

The Limit's restriction applies to appropriating monies categorized as "Proceeds of Taxes." The Limit is carried forward each year and is subject to an adjustment in accordance with a specified formula that includes the following factors (the City has the discretion to choose one factor from each number below):

1. Change in the City population or change in Alameda County population.
2. Change in State per capita personal income or change in the "Non-residential New Construction."

Fiscal Year 2025-26 Proposed Appropriations Limit
Staff has prepared the calculations necessary to adopt the Limit for Fiscal Year 2025-26 in accordance with State law and with the Uniform Guidelines of the League of California Cities. The discretionary factors selected in calculating the 2025-26 Limit are: (1) Change in City population; and (2) Change in State per capita income.

The first discretionary factor relates to population change. Agencies may choose either the change in city population or county population. For Fiscal Year 2025-26, the City of Dublin experienced a population increase of 2.17%, compared to a smaller increase of 0.31% in Alameda County (as reported in the California Department of Finance's Price and Population Information). Since the City's population growth is higher, it was selected as the adjustment factor.

The second discretionary factor relates to State per capita personal income or local assessed valuation of "Non-residential New Construction." According to the California Department of Finance, the per capita personal income increased by 6.44%. In contrast, data from the Alameda County Assessor showed a 0.12% increase attributable to Non-residential New Construction in Fiscal Year 2024-25. Since the per capita personal income growth rate was higher, it was selected as the second adjustment factor.

Based on the selected adjustment factors, the Appropriations Limit for Fiscal Year 2025-26 has been calculated at $527,518,172. This reflects an applied adjustment factor of 1.0875 to the prior year's Limit. The Proposed Fiscal Year 2025-26 Budget includes $102,698,971 in appropriations subject to the Limit, categorized as "Proceeds of Taxes." As a result, the appropriations remain below the allowed Limit, with a margin of $424,819,201.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A Public Notice was posted on June 2, 2025, stating that the factors used in calculating the Appropriations Limit were available for public review. The notice was also displayed on the City website and the information is contained in the Proposed Budget for Fiscal Year 2025-26. The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Adopting an Appropriations Limit for Fiscal Year 2025-26
2) Exhibit A to the Resolution – Calculation of Fiscal Year 2025-26 Appropriations Limit

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-26

WHEREAS, State law requires that an Appropriations Limit be adopted by the City Council in conjunction with the Annual Budget process; and

WHEREAS, Article XII B of the California Constitution places certain restrictions on appropriations made by cities; and

WHEREAS, the restrictions are applicable to appropriations, which meet the definition of a "Proceeds of Taxes"; and

WHEREAS, the law allows the option to select discretionary factors to be used in the calculation of the Appropriations Limit; and

WHEREAS, one of the discretionary factors the City must select between is: (A) the change in City population, or (B) Countywide population. The City has selected the change in City population; and

WHEREAS, for the second discretionary factor, the City must select between: (1) the change in the State per capita income, or (2) the change in the assessed valuation of local non-residential New construction. The City has selected the change in the State per capita income; and

WHEREAS, the calculation of the Appropriations Limit for Fiscal Year 2025-26 is described in **Exhibit A**, attached hereto and by reference made a part hereof.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby adopt the Fiscal Year 2025-26 City of Dublin Appropriations Limit as $527,518,172.

BE IT FURTHER RESOLVED that the limit has been calculated in accordance with State law as is shown in **Exhibit A,** attached hereto.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

CALCULATION OF FISCAL YEAR 2025-26 APPROPRIATIONS LIMIT
(Based on Fiscal Year 2024-25 Limit)

A. Selection of Optional Factors

1. Change in population – City vs. County.

Factors	1/1/2025	1/1/2024	% Increase
a. City of Dublin	74,031	72,462	**2.17%**
b. County of Alameda	1,660,751	1,655,644	0.31%

The City selected Factor 1a. City of Dublin population change 2.17%

2. Change in State per capita personal income vs. City non-residential building construction.

Factors	% Change
a. Change in State per capita personal income	**6.44%**
b. Change in non-residential assessed valuation	0.12%

The City selected Factor 2a. Change in State per capita personal income 6.44%.

B. Fiscal Year 2025-26 Growth Adjustment Factor

Calculation of factor for Fiscal Year 2025-26: X*Y = 1.0217*1.0644 = **1.0875**

$$X = \frac{\text{Selected Factor \#1a} + 100}{100} = \frac{2.17+100}{100} = 1.0217$$

$$Y = \frac{\text{Selected Factor \#2a} + 100}{100} = \frac{6.44+100}{100} = 1.0644$$

C. Calculation of Appropriations Limit

Fiscal Year 2024-25 Appropriations Limit		$485,074,181
Fiscal Year 2025-26 Adjustment Factor	**x**	**1.0875**
Fiscal Year 2025-26 Appropriations Limit		$527,518,172

Agenda Item 5.15

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Payment Issuance Report and Electronic Funds Transfer
Prepared by: Gloria Tai, Senior Finance Technician

EXECUTIVE SUMMARY:

The City Council will receive a listing of payments issued from May 1, 2025 – May 31, 2025, totaling $22,110,296.26.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

Summary of Payments Issued

Report Period:	May 1, 2025 – May 31, 2025
Total Number of Payments:	350
Total Amount of Payments:	$22,110,296.26

DESCRIPTION:

The Payment Issuance Report (Attachment 1) provides a listing of all payments for the period beginning May 1, 2025, through May 31, 2025. This report is provided in accordance with the City Payments Policy adopted November 15, 2011 by Resolution No.189-11. The listing of payments has been reviewed in accordance with the policies for processing payments and expenditures.

The City's practice of reporting payments to the City Council after the payments have been made is in compliance with California Government Code Sections 37208 (b) and (c), which allow for an agency to make payments without first being audited by the legislative body, as long as such payments are: 1) conforming to a budget approved by ordinance or resolution of the legislative body; and 2) presented to the legislative body for ratification and approval in the form of an audited comprehensive annual financial report.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Payment Issuance Report for May 2025

City of Dublin
Payment Issuance Report

Print Date: 6/2/2025

Payments Dated 5/1/2025 through 5/31/2025

Date Issued	Payee	Description	Amount
5/1/2025	UNUM LIFE INS CO OF AMERICA	LIFE AND AD&D PREMIUM - APRIL 2025	12,335.52
		Payments Issued 5/1/2025 Total:	**12,335.52**
5/2/2025	CALPERS	2025 REPLACEMENT BENEFIT CONTRIBUTION	8,088.75
		Payments Issued 5/2/2025 Total:	**8,088.75**
5/5/2025	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	429.10
5/5/2025	ALAMEDA COUNTY FIRE DEPARTMENT	FIRE SERVICES MAR 2025	1,527,956.00
5/5/2025	BEST VERSION MEDIA, LLC	MARKETING - EAST DUBLIN LIVING PRINT AD JUN 2025	408.30
5/5/2025	BIG O'TIRES #7	POLICE VEHICLE MAINTENANCE & REPAIRS	1,316.09
5/5/2025	BLAISDELL'S BUSINESS PRODUCTS	OFFICE SUPPLIES APR 2025	1,541.76
5/5/2025	CHRISTINE PETIT	REC CLASS INSTRUCTOR	378.00
5/5/2025	CINTAS CORPORATION NO.2	FIRST AID RESTOCK - APR 2025	102.97
5/5/2025	DC ELECTRIC GROUP INC.	TRAFFIC SIGNAL INVENTORY MAR 2025	10,500.00
5/5/2025	DELTA DENTAL OF CALIFORNIA	DELTA DENTAL PREMIUM - APR 2025	14,176.43
5/5/2025	DEPT OF INDUSTRIAL RELATIONS	OSHA FEES FOR WAVE INSPECTIONS	4,800.00
5/5/2025	DUBLIN CHEVROLET	TWO 2025 CHEVROLET TAHOES	114,787.42
5/5/2025	EAST BAY POOL SERVICE, INC.	POOL MAINTENANCE	1,234.80
5/5/2025	ENTERPRISE RENT A CAR EAN SERVICES, LLC	RENTAL CARS FOR DPS SIU - MAR 2025	2,410.27
5/5/2025	GTL LEASING, LLC	HYDROGEN FUEL CELL LEASE AND REFUELLING SERVICES	7,375.00
5/5/2025	HDL COREN & CONE	PROPERTY TAX CONSULTING SVCS APR-JUN 2025	2,063.86
5/5/2025	HEALTHEQUITY, INC.	HEALTHCARE (3/2025) AND COMMUTER (4/2025) BENEFIT	659.00
5/5/2025	IRON MOUNTAIN	POLICE RECORDS STORAGE	1,776.03
5/5/2025	KIMLEY-HORN AND ASSOC. INC.	STAFF AUGMENTATION MAR 2025	377.00
5/5/2025	KIMLEY-HORN AND ASSOC. INC.	DOWNTOWN PUBLIC ART PRE-DESIGN MAR 2025	830.00
5/5/2025	KIMLEY-HORN AND ASSOC. INC.	DOWNTOWN PUBLIC ART PRE-DESIGN DEC 2024	1,210.00
5/5/2025	LOURDES RABARA	FACILITY RENTAL SECURITY DEPOSIT REFUND	500.00
5/5/2025	MAKE ME A PRO SPORTS	REC CLASS INSTRUCTOR	1,674.00
5/5/2025	M-GROUP	PLANNING SERVICES - BOULEVARD PH 1-5 - MAR 2025	1,066.25
5/5/2025	NICHOLS CONSULTING ENGINEERS, CHTD	ANNUAL STREET RESURFACE DESIGN SERVICES FEB 2025	12,246.25
5/5/2025	NICHOLS CONSULTING ENGINEERS, CHTD	ANNUAL STREET RESURFACE DESIGN SERVICES MAR 2025	74,968.27
5/5/2025	NOVANI, LLC.	TRAFFIC OPERATING CENTER MAINT APR-JUN 2025	3,000.00
5/5/2025	OUTFRONT MEDIA LLC	BART ADVERTISEMENT - WAVE	13,100.00
5/5/2025	REDWOOD PUBLIC LAW, LLP	FOR PROFESSIONAL SERVICES RENDERED THROUGH DEC 2024	260.00
5/5/2025	ROYAL THEATER ACADEMY INC	FIREWORKS BOOTH APPLICATION FEE REFUND	165.00
5/5/2025	RRM DESIGN GROUP, A CA CORP	LANDSCAPE PLAN CHECK & INSPECTIONS MAR 2025	1,155.00
5/5/2025	SARAVANAN KARUNANIDHI	FACILITY RENTAL SECURITY DEPOSIT REFUND	750.00
5/5/2025	SCA OF CA LLC	STREET SWEEPING SERVICES MAR 2025	1,235.20
5/5/2025	SCA OF CA LLC	STREET SWEEPING SERVICES APR 2025	23,536.43
5/5/2025	SEDGWICK CLAIMS MANAGEMENT,INC.	ADMIN FEE - FEB 2025	87.50
5/5/2025	SUAREZ & MUNOZ CONSTRUCTION	WALLIS RANCH COMMUNITY PARK CONSTRUCTION JAN 2025	120,495.15
5/5/2025	TOWNSEND PUBLIC AFFAIRS, INC	GRANT STRATEGY AND WRITING SERVICES MAY 2025	5,000.00
5/5/2025	TRACY THURSTON	RENTAL SECURITY DEPOSIT REFUND	750.00
5/5/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES APR 2025	24,691.48
5/5/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES & SUPPLY CAMP PARKS APR 2025	33,416.92
5/5/2025	TYLER TECHNOLOGIES, INC.	ERP SOFTWARE IMPLEMENTATION	19,041.65
5/5/2025	UNIVAR SOLUTIONS	SODIUM HYPOCHLORITE POOL CHEMICAL	2,393.32
5/5/2025	VISION SERVICE PLAN - (CA)	VISION INSURANCE PREMIUM - APR 2025	2,249.61
5/5/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA COMPLIANCE FOR DAC DEC 2024	1,043.03
5/5/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA COMPLIANCE FOR DAC JAN 2025	2,307.22
5/5/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA COMPLIANCE FOR DAC FEB 2025	1,772.93
		Payments Issued 5/5/2025 Total:	**2,041,237.24**
5/6/2025	MINUTEMAN PRESS	POSTAGE - PUBLIC HEARING NOTICES - L&LD	1,051.82
		Payments Issued 5/6/2025 Total:	**1,051.82**
5/8/2025	CAL PERS	PERS RETIREMENT PLAN: PE 5/2/25	100,055.19
5/8/2025	CAL PERS HEALTH PREMIUM	HEALTH INSURANCE PREMIUM - MAY 2025	196,620.13
5/8/2025	FIDELITY NATIONAL TITLE	FIRST TIME HOMEBUYER LOAN PROGRAM LOAN #24-03	100,000.00
5/8/2025	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING PE 05/02/2025	75,504.04
		Payments Issued 5/8/2025 Total:	**472,179.36**
5/9/2025	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING PE 05/02/2025	23,290.10
5/9/2025	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 05/02/2025	3,945.68
5/9/2025	I C M A 401 PLAN	DEFERRED COMP 401: PE 05/02/2025	1,511.95
5/9/2025	I C M A 457 PLAN	DEFERRED COMP 457: PE 05/02/2025	34,771.21
5/9/2025	US BANK - PARS	PARS: PE 05/02/2025	3,594.90
		Payments Issued 5/9/2025 Total:	**67,113.84**
5/12/2025	360 FITNESS LLC	FITNESS EQUIPMENT FOR THE SENIOR CENTER	26,828.68
5/12/2025	4LEAF INC.	BUILDING INSPECTION AND PLAN REVIEW - APR 2025	71,471.25
5/12/2025	A4 PROMOTIONS & INCENTIVES	THE WAVE SIGNAGE	66.68
5/12/2025	ADITYA T. BABU CLUB V.I.P. VOLLEYBALL	REC CLASS INSTRUCTOR	1,810.80
5/12/2025	ADR SERVICES, INC.	LEGAL RETAINER FOR SERVICES RENDERED APR 2025	1,800.00
5/12/2025	ADVANCED INTEGRATED PEST MANAGEMENT	PEST MANAGEMENT APR 2025	6,428.80
5/12/2025	ADVANCED MOBILITY GROUP	ANNUAL TRAFFIC SIGNAL SYSTEM SUPPORT FEB 2025	6,630.00
5/12/2025	ADVANCED MOBILITY GROUP	ANNUAL TRAFFIC SIGNAL SYSTEM SUPPORT MAR 2025	3,285.00
5/12/2025	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	960.00
5/12/2025	ALAMEDA CO SHERIFF'S OFFICE	DPS DRUG TAKE BACK SIGN	34.80
5/12/2025	ALAMEDA CO SHERIFF'S OFFICE	DPS BUS AD PRINT	18.07
5/12/2025	ALAMEDA COUNTY FIRE DEPARTMENT	FIRE SERVICES MAY 2025	1,483,859.50

5/12/2025	ALL CITY MANAGEMENT SVCS INC	CROSSING GUARD SERVICES - APR 2025	22,194.44
5/12/2025	ARROW SIGN COMPANY	DUBLIN BLVD DECORATIVE MEDIAN SIGN AT SAN RAMON RD	4,155.00
5/12/2025	AVANTPAGE INC	TRANSLATING, EDITING & PROOFREADING SERVICES - FIRE NOTICES	240.00
5/12/2025	BEAR ELECTRICAL SOLUTIONS, LLC	RETROREFLECTIVE BORDERS TO TRAFFIC SIGNAL	45,629.45
5/12/2025	BIG O'TIRES #7	POLICE VEHICLE MAINTENANCE & REPAIRS	1,794.82
5/12/2025	BRINKS, INC.	ARMORED CAR SERVICE MAY 2025	371.81
5/12/2025	CALIFORNIA BUILDING STANDARDS COMMISSION	OCT-DEC 2024 GREEN BUILDING FEES	2,689.20
5/12/2025	CALLANDER ASSOCIATES INC.	WALLIS RANCH COMM. PARK CONSTRUCTION ADMIN SERVICES MAR 2025	222.78
5/12/2025	CARBONIC SERVICE	POOL CHEMICAL FOR PH BALANCE	343.10
5/12/2025	CDW GOVERNMENT INC	MICROSOFT PROJECT SOFTWARE LICENSE FOR PWK	204.48
5/12/2025	CDW GOVERNMENT INC	MICROSOFT TEAMS ROOMS PRO SOFTWARE LICENSE	2,245.32
5/12/2025	CDW GOVERNMENT INC	HDMI EXTENDER 4K - AV UPGRADE PROJECT	124.24
5/12/2025	CDW GOVERNMENT INC	ZOOM VIDEO ANNUAL SUBSCRIPTION 04/08/25-04/07/26	18,000.00
5/12/2025	CHANDLER ASSET MANAGEMENT	INVESTMENT CONSULTING SERVICES - APR 2025	14,747.64
5/12/2025	CITY OF SAN RAMON	TRI-VALLEY CITIES COUNCIL DINNER MEETING	675.00
5/12/2025	CIVICA LAW GROUP APC	SPECIAL COUNSEL LEGAL SERV. CODE ENFORCEMENT APR 2025	14,800.38
5/12/2025	CLAUDIA M. DUARTE-FLORES	TINT FOR DPS MALIBU UNIT D30	660.00
5/12/2025	CLAUDIA M. DUARTE-FLORES	TINT FOR DPS MALIBU UNIT D31	660.00
5/12/2025	COMCAST	COUNCIL AV RM BUSINESS CABLE 03/18-04/17/2025	119.95
5/12/2025	COMMUNITY CLIMATE SOLUTIONS	CAP ENGAGEMENT PLATFORM ANNUAL LICENSE	6,000.00
5/12/2025	COMPLETELY IT	PCS - TEAM SIDELINE SPORTS SOFTWARE LICENASE JUN 2025 - MAY 2026	1,749.00
5/12/2025	CONSOLIDATED ENGINEERING	DAC SPECIAL INSPECTION & TESTING MAR 2025	1,071.05
5/12/2025	CONVERGEONE, INC.	EOC OCCUPANCY SENSOR	735.47
5/12/2025	DEPARTMENT OF JUSTICE ACCTNG OFFICE-CASHIERING UNI	FINGERPRINT FEES - MARCH 2025	502.00
5/12/2025	DEPT OF INDUSTRIAL RELATIONS	OSHA FEES FOR WAVE INSPECTIONS	706.25
5/12/2025	DIPIETRO & ASSOC. INC	REPLACEMENT AED EQUIPMENT	4,253.10
5/12/2025	DSRSD	FOREST PARK - STAFF TIME WATER METER CONNECT	336.08
5/12/2025	DUBLIN TOYOTA	PRIUS SERVICE AND OIL CHANGE APR 2025	385.87
5/12/2025	EAST BAY POOL SERVICE, INC.	POOL MAINTENANCE	7,800.00
5/12/2025	ENGIE SERVICES U.S. INC.	SOLAR PANEL O&M, MONITORING, AND RR CONTRACT SERVICE	51,207.45
5/12/2025	EOA, INC.	STORMWATER IMPLEMENTATION ASSISTANCE JAN 2025	4,859.50
5/12/2025	EOA, INC.	STORMWATER IMPLEMENTATION ASSISTANCE FEB 2025	11,216.25
5/12/2025	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE & REPAIRS	276.43
5/12/2025	EVERYTHING GROWS INTERIOR LANDSCAPING	INTERIOR PLANT CARE & MAINT. - MAY 2025	250.36
5/12/2025	FEHR & PEERS	WESTERN DUBLIN TIF FEB 2025	2,685.38
5/12/2025	FEHR & PEERS	WESTERN DUBLIN TIF MAR 2025	3,764.25
5/12/2025	FELICIA ESCOVER	MILEAGE REIMBURSEMENT - ICSC MONTEREY TRAVEL	139.30
5/12/2025	GANNETT FLEMING, INC.	2023 SLURRY SEAL MAR 2025	732.66
5/12/2025	GANNETT FLEMING, INC.	GREEN STORMWATER INFRAST - PRE-CON NOV 2024	32,118.24
5/12/2025	GANNETT FLEMING, INC.	GREEN STORMWATER INFRAST - PRE-CON DEC 2024	19,157.60
5/12/2025	GANNETT FLEMING, INC.	IRON HORSE NATURE PARK AND OPENSPACE PHASE 1 NOV 2024	28,294.64
5/12/2025	GANNETT FLEMING, INC.	IRON HORSE NATURE PARK AND OPENSPACE PHASE 1 DEC 2024	18,180.72
5/12/2025	GANNETT FLEMING, INC.	STORM DAMAGE REPAIR PROJ-CONSTRUCT ABILITY REV DEC 2024	5,696.90
5/12/2025	GRAY-BOWEN-SCOTT	DUBLIN BLVD EXTENSION PROJECT MANAGEMENT SERV MAR 2025	3,708.10
5/12/2025	GREGORY SHREEVE	TRAINING REIMBURSEMENT - CALBO APR 2025	542.20
5/12/2025	GUIDA	DEVELOPMENT MAP REVIEW MAR 2025	2,415.00
5/12/2025	HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICE- BENEFIT CONCERT & ENTREPRENEUR FAIR	600.00
5/12/2025	HF&H CONSULTANTS, LLC	SOLID WASTE FRANCHISE SUPPORT FEB 2025	11,307.50
5/12/2025	JOY LIU	PHOTOGRAPHY SERVICE - DUBLIN PRIDE VOLUNTEER DAY	335.00
5/12/2025	KASHEF QAADRI	CONFERENCE REIMBURSEMENT - AAPI LEADERSHIP SUMMIT & NLC CONGRESSIONAL	102.11
5/12/2025	KENNY VONG	DEVELOPER DEPOSIT (DV0443) BALANCE REFUND - WITHDRAWN APP.	5,000.00
5/12/2025	KIMLEY-HORN AND ASSOC. INC.	PUBLIC RIGHT OF WAY REVIEW & RECOMMENDATIONS DEC 2024	1,151.50
5/12/2025	KITTELSON & ASSOCIATES, INC.	SB743 VMT IMPLEMENTATION & MODEL UPDATE FEB 2025	335.00
5/12/2025	LANGUAGE LINE SERVICES	LANGUAGE LINE SERVICES FOR APR 2025	105.51
5/12/2025	LANLOGIC INC.	WAVE-CONCESSION STAND MATERIALS	1,198.73
5/12/2025	LANLOGIC INC.	WAVE-LABOR-ACTIVE WIRELESS ASSESSMENT	3,600.00
5/12/2025	LANLOGIC INC.	CISCO DNS WEB PROTECTION	1,050.00
5/12/2025	LISA MARIE RIVERA	MILEAGE REIMBURSEMENT - APR 2025	45.36
5/12/2025	MAKE ME A PRO SPORTS	REC CLASS INSTRUCTOR	2,139.00
5/12/2025	MCE CORPORATION	MAINTENANCE SERVICES FEB 2025	854,119.88
5/12/2025	MCE CORPORATION	MAINTENANCE SERVICES MAR 2025	711,991.34
5/12/2025	MICHAEL BAKER INT'L, INC.	AFFORDABLE HOUSING PROG MONITORING ASSIST APR 2025	4,560.00
5/12/2025	MINUTEMAN PRESS	THINGS GROW BETTER BI-FOLD PAMPHLET	124.26
5/12/2025	MITY-LITE, INC.	SHANNON COMMUNITY CTR REPLACEMENT STAGE & DANCE FLOOR	43,183.19
5/12/2025	PAKPOUR CONSULTING GROUP, INC.	FOREST PARK - CONSTRUCTION MANAGEMENT SERV MAR 2025	12,860.00
5/12/2025	PAKPOUR CONSULTING GROUP, INC.	DEVELOPMENT AND PERMITS PLAN REVIEW MAR 2025	25,990.00
5/12/2025	PLEASANTON EVENT RENTALS INC	CLEANING OF RENTED LINENS SENIOR CENTER	225.70
5/12/2025	PLEASANTON EVENT RENTALS INC	CLEANING OF RENTED LINENS SHANNON CENTER	144.00
5/12/2025	PROCESS WORKSHOPS LLC	PERMIT REFUND BLDG-005642-2024	1,950.00
5/12/2025	RACE TO ZERO WASTE	WASTE SORTING AT EVENTS MAR 2025 -SPLATTER AND ST. PATS	13,266.00
5/12/2025	REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES	1,310.76
5/12/2025	RHONDA FRANKLIN	MILEAGE REIMBURSEMENT - ICSC CONFERENCE	140.35
5/12/2025	RROOAR	REC CLASS INSTRUCTOR	1,296.00
5/12/2025	S & J ADVERTISING INC	YOUR TOWN ADVERTISING JUN-JUL 2025	2,296.00
5/12/2025	SEDGWICK CLAIMS MANAGEMENT,INC.	LOSS CONTROL SERVICES - MAR 2025	2,762.50
5/12/2025	SIERRA DISPLAY, INC.	MILITARY BANNER PROGRAM	3,855.46
5/12/2025	SIMPLER SYSTEMS, INC	SIMPLER SOFTWARE LICENSING SUPPORT MAY 2025	1,500.00
5/12/2025	STANFORD HEALTH -VALLEYCARE OCCUPATIONAL	MEDICAL TEST FEES AND ERGO EVALUATIONS MAR 2025	2,291.00
5/12/2025	T-MOBILE USA, INC.	CELL PHONE SERVICES THROUGH 04/20/2025	638.42
5/12/2025	T-MOBILE USA, INC.	PIO & PW CELL PHONE SERVICES THROUGH 04/20/2025	578.55
5/12/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES EXTRA SERVICE MAR 2025	8,475.36
5/12/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES MAR 2025	6,824.70

5/12/2025	TYLER TECHNOLOGIES, INC.	MUNIS ANNUAL APPLICATION SERVICES 1/1/25-12/31/25	252,840.05
5/12/2025	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING CORP YARD APR 2025	303.34
5/12/2025	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING CIVIC APR 2025	635.17
5/12/2025	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING FS16 APR2025	381.10
5/12/2025	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING FS17 APR 2025	586.07
5/12/2025	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING FS18 APR 2025	333.72
5/12/2025	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING SHANNON APR 2025	1,455.82
5/12/2025	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING WAVE APR 2025	1,061.67
5/12/2025	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING SENIOR APR 2025	336.81
5/12/2025	WEE HOOP, INC.	REC CLASS INSTRUCTOR	1,214.40
5/12/2025	WESTEK SYSTEMS INC.	ACCESS CONTROL SOFTWARE ANNUAL 2025-2026	11,997.00
5/12/2025	WILLDAN ENERGY SOLUTIONS	BLDG ELECTRIFICATION & CODE ASSISTANCE DEC 2024	10,504.78
5/12/2025	WILLDAN ENERGY SOLUTIONS	BLDG ELECTRIFICATION & CODE ASSISTANCE JAN 2025	9,625.03
		Payments Issued 5/12/2025 Total:	**3,960,483.13**
5/13/2025	CITY OF PLEASANTON	TRI-VALLEY TOURISM ASSESSMENT FEES COLLECTED FOR JAN - MAR 2025	99,527.97
		Payments Issued 5/13/2025 Total:	**99,527.97**
5/19/2025	A4 PROMOTIONS & INCENTIVES	DUBLIN PRIDE WEEK SIGNS	418.75
5/19/2025	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	1,694.00
5/19/2025	ALAMEDA COUNTY FLOOD CONTROL	LIVING ARROYOS PROGRAM JUL 2024-DEC 2024	7,145.29
5/19/2025	AMADOR VALLEY INDUSTRIES LLC	TRASH SERVICES - CAMP PARKS APR 2025	36,309.65
5/19/2025	AMY'S ENGRAVED SIGNS & AWARDS	PWK NAMEPLATE & SLIDER NAME FRAME	186.71
5/19/2025	AT&T - CALNET 3	SERVICE TO PSC 05/01/2025	121.93
5/19/2025	AT&T - CALNET 3	SERVICE TO WAVE 4/12/2025	121.93
5/19/2025	AT&T - CALNET 3	SERVICE TO SHANNON 04/12/2025	272.42
5/19/2025	AT&T - CALNET 3	SERVICE TO SR ALARM 04/12/2025	216.25
5/19/2025	AT&T - CALNET 3	SERVICE TO CIVIC 04/12/2025	21.18
5/19/2025	AT&T - CALNET 3	SERVICE TO LIBRARY 911 04/14/2025	31.65
5/19/2025	AT&T - CALNET 3	SERVICE TO CY 04/14/2025	61.75
5/19/2025	AT&T - CALNET 3	SERVICE TO CY FAX 04/14/2025	31.65
5/19/2025	AT&T - CALNET 3	SERVICE TO PSC FIRE ALARM 04/14/2025	61.75
5/19/2025	AT&T - CALNET 3	SERVICE TO FSP FAX 04/14/2025	61.75
5/19/2025	AT&T - CALNET 3	SERVICE TO FS18 04/14/2025	91.84
5/19/2025	AT&T - CALNET 3	SERVICE TO CY 04/14/2025	236.65
5/19/2025	AT&T - CALNET 3	SERVICE TO ELEVATOR 04/14/2025	83.14
5/19/2025	AT&T - CALNET 3	SERVICE TO FS2-3 04/26/2025	356.83
5/19/2025	AT&T - CALNET 3	SERVICE TO SHANNON FAX 04/27/2025	31.87
5/19/2025	AT&T - CALNET 3	SERVICE TO FS16 04/27/2025	62.19
5/19/2025	AT&T - CALNET 3	SERVICE TO CIVIC 04/27/2025	31.87
5/19/2025	AT&T - CALNET 3	CLARK AVE 04/27/2025	31.87
5/19/2025	AT&T - CALNET 3	SERVICE TO HERITAGE CTR BK UP 04/06/2025	66.82
5/19/2025	AT&T - CALNET 3	HERITAGE 9391018979 04/14/2025	31.65
5/19/2025	AT&T - CALNET 3	SHANNON CENTER ALARM 93910633 4/12/2025	31.65
5/19/2025	AT&T - CALNET 3	ASE CIRCUITS TO 4/30/25	2,337.42
5/19/2025	BEAR ELECTRICAL SOLUTIONS, LLC	REMAINING PAYMENT OF TRAFFIC SIGNAL RETROREFLECTIVE BORDERS	2,401.55
5/19/2025	BENNY QUAN	PERMIT REFUND BLDG-006248-2024 - ZONE 7 FEES	5,983.00
5/19/2025	BIG O'TIRES #7	PRIUS CODE ENFORCE - NEW TIRES APR 2025	593.29
5/19/2025	BIG O'TIRES #7	POLICE VEHICLE MAINTENANCE & REPAIRS	322.16
5/19/2025	CA DEPT OF FISH & WILDLIFE	PERMIT APPLICATION REVIEW FEE TASSAJARA ROAD IMPROVEMENT	6,698.00
5/19/2025	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR	1,120.00
5/19/2025	CITY OF SAN RAMON	DRFA RETIREE HEALTH JAN 2025 - MAR 2025	12,773.67
5/19/2025	CIVICA LAW GROUP APC	SPECIAL COUNSEL LEGAL SERV.-CODE ENFORCEMENT APR 2025	39,771.00
5/19/2025	CLIFF DRYER	PUBLIC ART - HERITAGE PARK BLACK WALNUT TREE PROJECT	4,500.00
5/19/2025	COMCAST	INTERNET/CABLE SVC WAV, SNC, PSC - 5/11/25-6/10/25	632.62
5/19/2025	COMCAST	CVC-500M INTERNET PSC COMCAST CABLE 6361 CLARK	2,540.57
5/19/2025	CORODATA SHREDDING, INC.	SHRED BIN PICKUP APR 2025	120.03
5/19/2025	CORODATA SHREDDING, INC.	SHRED BIN PICKUP MAR 2025	50.16
5/19/2025	CPS HR CONSULTING	CITYWIDE HR TRAININGS	8,400.00
5/19/2025	CREATIVE PRINT SOLUTIONS	DPS - CRIME PREVENTION - GIVEAWAYS	2,529.67
5/19/2025	DARREN PHILLIPS	HERITAGE AND CULTURAL ARTS COMMISSION 5/8/25	50.00
5/19/2025	DAVID L. GATES & ASSOCIATES, INC.	IRRIGATION UPGRADES JAN 2025	12,700.00
5/19/2025	DAVID L. GATES & ASSOCIATES, INC.	IRRIGATION UPGRADES FEB 2025	3,160.00
5/19/2025	DAVID L. GATES & ASSOCIATES, INC.	IRRIGATION UPGRADES MAR 2025	4,640.00
5/19/2025	DC ELECTRIC GROUP INC.	RING OUT CARD READER CABLING TO BACK GATE	218.00
5/19/2025	EAGLE FIELD FOUNDATION	ARMY BIRTHDAY CELEBRATION DISPLAY	10,000.00
5/19/2025	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE & REPAIRS	1,945.37
5/19/2025	FAITH ALPHER	JUNETEETH CELEBRATION	1,000.00
5/19/2025	FEHR & PEERS	STOP SIGN AND RRFB STUDIES DEC 2024	30,040.50
5/19/2025	FEHR & PEERS	STOP SIGN AND RRFB STUDIES JAN 2025	14,852.50
5/19/2025	GANNETT FLEMING, INC.	CM/PM/INSPECTION FOR ST RESURFACING PROJECT MAR 2025	130,556.62
5/19/2025	GANNETT FLEMING, INC.	STAFF AUGMENTATION FOR STREETS CIPS MAR 2025	18,258.35
5/19/2025	GANNETT FLEMING, INC.	CM/PM SERVICES FOR WALLIS RANCH PARK	84,137.90
5/19/2025	GINA MARIE GARCIA-GABRIELL	HERITAGE AND CULTURAL ARTS COMMISSION 5/8/25	50.00
5/19/2025	GOODFELLOW BROS. CALIFORNIA, LLC	IRON HORSE NATURE PARK AND OPEN SPACE JAN & FEB 2025	602,490.95
5/19/2025	IMAGE SALES, INC.	ACCESS PRINTER SUPPLIES AND CARDS	634.63
5/19/2025	IOPREDICT, INC.	ONLINE EXAM FOR SENIOR OFFICE ASSISTANT & ADMIN TECH	3,474.00
5/19/2025	IRON MOUNTAIN	FINANCE RECORDS STORAGE MAY 2025	364.59
5/19/2025	JAIN ARCHANA	HERITAGE AND CULTURAL ARTS COMMISSION 5/8/25	50.00
5/19/2025	JIN H KIM	REC CLASS INSTRUCTOR	360.00
5/19/2025	JOY LIU	PHOTOGRAPHY SERVICE - ASIAN HERITAGE CELEBRATION	140.00
5/19/2025	JUDITH HAGLER	RELEASE OF FUNDS - PD CASE# 25-700737	9,500.00

5/19/2025	JULIA H. TOMTANIA	HERITAGE AND CULTURAL ARTS COMMISSION 5/8/25	50.00
5/19/2025	KALIMBA, LLC	SUMMER CONCERT SERIES - EARTH, WIND, FIRE TRIBUTE	6,500.00
5/19/2025	KIDZ LOVE SOCCER	REC CLASS INSTRUCTOR	1,692.00
5/19/2025	KIMLEY-HORN AND ASSOC. INC.	ENVIRO PERMITTING CEQA NEPA SVCS MAPE PARK FEB 2025	1,125.00
5/19/2025	KIMLEY-HORN AND ASSOC. INC.	DESIGN SERVICES - SLIDES REPAIR FEB 2025	4,584.00
5/19/2025	LANLOGIC INC.	ON DEMAND, ON-SITE & REMOTE IT ENGINEERING SUPPORT	2,914.50
5/19/2025	LEE & ASSOCIATES RESCUE EQUIP	ROPE ACCESS INSPECTION AND TRAINING - PCS WAVE	11,400.00
5/19/2025	LYNX TECHNOLOGIES, INC.	GIS CONSULTING SERVICES APR 2025	1,725.00
5/19/2025	MARK THOMAS & COMPANY, INC.	IRON HORSE TRAIL BRIDGE OVERCROSSING PROJECT MANAGEMENT MAR 2025	592.00
5/19/2025	PERRY WEATHER, INC.	SOFTWARE AND WEATHER STATION	4,810.00
5/19/2025	PG&E	6196 HORIZON PKWY M DONBIDDLE 04/14/2025	1,661.60
5/19/2025	PG&E	STAGECOACH PARK 04/14/2025	61.95
5/19/2025	PG&E	SERVICE TO SHANNON CENTER 04/27/2025	25.46
5/19/2025	PG&E	DON BIDDLE COMMUNITY PARK 04/14/2025	308.99
5/19/2025	PG&E	CITY HALL 04/29/2025	5,331.52
5/19/2025	PG&E	MAINTENANCE CORP YARD 04/28/2025	2,287.61
5/19/2025	PG&E	6020 DUBLIN BLVD 1010865440 04/13/2025	119.46
5/19/2025	PG&E	STREETLIGHTS–CITYWIDE 1983-1 04/14/2025	21,165.75
5/19/2025	PG&E	SHANNON COMMUNITY CENTER 04/28/2025	183.08
5/19/2025	PG&E	SCHAEFER RANCH PARK 04/27/2025	271.26
5/19/2025	PG&E	HERITAGE MUSEUMS 03/27/2025	2,705.10
5/19/2025	PG&E	ALAMO CREEK PARK 04/06/2025	28.99
5/19/2025	PG&E	FALLON SPORTS PARK 04/03/2025	7,775.23
5/19/2025	PG&E	EMERALD GLEN PARK 04/07/2025	5,474.15
5/19/2025	PG&E	PASSATEMPO PARK 04/22/2025	34.08
5/19/2025	PG&E	SEAN DIAMOND PARK 04/24/2025	193.22
5/19/2025	PG&E	POSITANO HILLS PARK 04/28/2025	141.91
5/19/2025	PG&E	BRAY COMMONS 04/09/2025	56.76
5/19/2025	PG&E	DUBLIN SPORTS GROUNDS 04/28/2025	924.78
5/19/2025	PG&E	B1 ART LIGHT 7401 DUBLIN BLVD 03/31/2025	222.37
5/19/2025	PG&E	B1 ART LIGHT 7401 DUBLIN BLVD 04/29/2025	279.93
5/19/2025	PG&E	DOLAN PARK 4/09/2025	82.21
5/19/2025	PG&E	MAPE MEMORIAL PARK04/27/2025	37.75
5/19/2025	PG&E	POLICE SERVICES 04/13/2025	10,309.78
5/19/2025	PG&E	FIRE STATION 17 04/03/2025	1,213.02
5/19/2025	PG&E	TRAFFIC SIGNALS 04/08/2025	1,165.95
5/19/2025	PG&E	TC1 SERVICE TO 6795 DOUGHERTY 04/30/2025	237.41
5/19/2025	PG&E	TRAFFIC SIGNALS 03/12/2025	11,026.01
5/19/2025	PG&E	LS2-A SERVICE TO AVB 04/29/2025	1,821.08
5/19/2025	PG&E	LS2-A SERVICE TO ARN & MART 04/14/2025	101.41
5/19/2025	PG&E	LS2-A SERVICE TO CENTRAL 04/14/2025	4.75
5/19/2025	PG&E	STREETLIGHTS EASTDUBLIN1999-1 04/14/2025	14,469.18
5/19/2025	PG&E	SENIOR CENTER 04/09/2025	1,471.87
5/19/2025	PG&E	THE WAVE 04/03/2025	39,071.21
5/19/2025	PG&E	THE WAVE 05/09/2025	36,732.09
5/19/2025	PG&E	PUBLIC SAFETY COMPLEX 04/14/2025	2,026.24
5/19/2025	PG&E	FIRE STATION 16 04/09/2025	848.68
5/19/2025	PG&E	FIRE STATION 18 04/9/2025	299.72
5/19/2025	PG&E	LIBRARY 03/30/2025	1,093.33
5/19/2025	PG&E	LIBRARY 04/28/2025	670.45
5/19/2025	PG&E	SERVICE TO HPM 04/27/2025	577.46
5/19/2025	PLEASANTON EVENT RENTALS INC	CLEANING OF RENTED LINENS SHANNON CENTER	146.35
5/19/2025	PRECISION CONCRETE CUTTING	CONCRETE SHAVING MAR 2025	106,730.14
5/19/2025	QUADIENT FINANCE USA, INC.	POSTAGE FEES FOR CIVIC CENTER APR 2025	411.25
5/19/2025	QUADIENT FINANCE USA, INC.	POSTAGE FEES FOR DPS APR 2025	50.00
5/19/2025	RAYNE OF SAN JOSE	REVERSE OSMOSIS WATER SOFTENER SERV FS16 MAY 2025	37.00
5/19/2025	RAYNE OF SAN JOSE	REVERSE OSMOSIS WATER SOFTENER SERV FS17 MAY 2025	37.00
5/19/2025	RAYNE OF SAN JOSE	REVERSE OSMOSIS WATER SOFTENER SERV FS18 MAY 2025	37.00
5/19/2025	REGISTRAR OF VOTERS ALAMEDA COUNTY	NOV 2024 LARGE ELECTION COST	257,594.07
5/19/2025	ROBIN SANDY CRANFORD	REC CLASS INSTRUCTOR	1,379.40
5/19/2025	ROTARY CLUB OF DUBLIN, CA	BANDS IN ST. PATRICK'S PARADE 2025	2,500.00
5/19/2025	SELECT IMAGING	KIDS ACTIVITY BOOKLET 100% RECYCLED	2,197.24
5/19/2025	SHIR MARTIAL ARTS, LLC	REC CLASS INSTRUCTOR	139.30
5/19/2025	SHUTE, MIHALY & WEINBERGER LLP	LEGAL SVCS FOR RIGHT-OF-WAY & REAL PROP ACQUIS JAN 2024	347.90
5/19/2025	SHWETA AGRAWAL	HERITAGE AND CULTURAL ARTS COMMISSION 5/8/25	50.00
5/19/2025	STANFORD HEALTH -VALLEYCARE OCCUPATIONAL	MEDICAL TEST FEES - APR 2025	565.00
5/19/2025	SUULUTAAQ, INC.	GREEN STORMWATER INFRASTRUCTURE FEB 2025	319,073.55
5/19/2025	SUULUTAAQ, INC.	GREEN STORMWATER INFRASTRUCTURE MAR 2025	385,844.02
5/19/2025	SWA GROUP	JORDAN RANCH NEIGHBORHOOD SQ DESIGN	6,255.83
5/19/2025	SWINERTON MANAGEMENT AND CONSULTING	CIVIC CENTER RENOVATION MANAGEMENT MAR 2025	8,972.00
5/19/2025	SWINERTON MANAGEMENT AND CONSULTING	DAC CONSTRUCTION MANAGEMENT SERVICE MAR 2025	34,752.00
5/19/2025	TIMEA IHAROSI	HERITAGE AND CULTURAL ARTS COMMISSION 5/8/25	50.00
5/19/2025	TOWN OF DANVILLE	TRI-VALLEY CITIES COUNCIL DINNER MEETING	450.00
5/19/2025	TRB AND ASSOCIATES, INC.	BUILDING INSPECTION & PLAN CHECK SERVICES APR 2025	16,359.00
5/19/2025	TREASURER ALAMEDA COUNTY	ANIMAL CONTROL - FY24/25 FIELD SERVICES JUL-SEP 2024	6,213.80
5/19/2025	TREASURER ALAMEDA COUNTY	ANIMAL CONTROL - FY24/25 FIELD SERVICES SEP-DEC 2024	5,997.62
5/19/2025	TREASURER ALAMEDA COUNTY	ANIMAL CONTROL - FY24/25 FIELD SERVICES JAN-MAR 2025	4,637.01
5/19/2025	TREASURER ALAMEDA COUNTY	ANIMAL CONTROL - FY24/25 SHELTER SERVICES JUN-SEP 2024	83,009.43
5/19/2025	TREASURER ALAMEDA COUNTY	ANIMAL CONTROL - FY24/25 SHELTER SERVICES OCT-DEC 2024	59,345.82
5/19/2025	TREASURER ALAMEDA COUNTY	ANIMAL CONTROL - FY24/25 SHELTER SERVICES JAN-MAR 2025	51,929.43
5/19/2025	TREASURER ALAMEDA COUNTY PW AGENCY-FISCAL DIVISION	TRAFFIC SIGNAL AND STREETLIGHT MAINT SVCS FEB 2025	26,452.96
5/19/2025	TRI-SIGNAL INTEGRATION INC	FIRE ALARM TESTING LIBRARY - MAY-JULY 2025	323.75

5/19/2025	TRI-SIGNAL INTEGRATION INC	FIRE ALARM TESTING F/S 16, 17, 18 MAY-JULY 2025	126.00
5/19/2025	TRI-VALLEY COMMUNITY TV	RECORD/TELEVISE CITYCOUNCIL&PLANNING COMM MTGS APR 2025	1,251.58
5/19/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES APR 2025	5,319.58
5/19/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES MAY 2025	24,691.48
5/19/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES EXTRA SERVICE APR 2025	9,004.33
5/19/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES & SUPPLY - CAMP PARKS MAY 2025	33,416.92
5/19/2025	TYLER TECHNOLOGIES, INC.	ERP SOFTWARE IMPLEMENTATION	1,400.00
5/19/2025	ULINE, INC.	MAINTENANCE SUPPLIES - PCS WAVE	1,939.08
5/19/2025	VERIZON WIRELESS	DATA PLAN FOR LICENSE PLATE READERS - MAY 2025	1,930.00
5/19/2025	WC3-WEST COAST CODE CONSULTANT	PLAN CHECK AND EPROCESS360 FOR APR 2025	22,418.00
5/19/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA COMPLIANCE FOR DAC MAR 2025	2,114.67
5/19/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA COMPLIANCE FOR FOREST PARK (JORDAN RANCH SQUARE) DEC 2024	945.14
5/19/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA COMPLIANCE FOR FOREST PARK (JORDAN RANCH SQUARE) FEB 2025	945.81
5/19/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA COMPLIANCE FOR WALLIS RANCH PARK MAR 2025	468.29
5/19/2025	XIAOQIN LIU	HERITAGE AND CULTURAL ARTS COMMISSION 5/8/25	50.00
		Payments Issued 5/19/2025 Total:	**2,763,023.64**
5/20/2025	DSRSD	BILLING PERIOD: 03/01/25-04/30/25	5,135.24
		Payments Issued 5/20/2025 Total:	**5,135.24**
5/22/2025	CAL PERS	PERS RETIREMENT PLAN: PE 5/16/25 & MAY COUNCIL	101,429.95
5/22/2025	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 5/16/25 & MAY COUNCIL	90,668.87
5/22/2025	U S BANK ST. PAUL	DUBLIN FINANCING AUTHORITY 2021 LEASE REVENUE BOND	1,022,325.00
		Payments Issued 5/22/2025 Total:	**1,214,423.82**
5/23/2025	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 5/16/25 & MAY COUNCIL	27,159.58
5/23/2025	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 05/16/2025	4,445.68
5/23/2025	I C M A 401 PLAN	DEFERRED COMP 401: PE 05/16/2025	1,511.95
5/23/2025	I C M A 457 PLAN	DEFERRED COMP 457: PE 5/16/25 & MAY COUNCIL	38,886.52
5/23/2025	UNUM LIFE INS CO OF AMERICA	LIFE AND AD&D PREMIUM - MAY 2025	12,633.05
5/23/2025	US BANK - PARS	PARS: PE 5/16/25	5,359.10
		Payments Issued 5/23/2025 Total:	**89,995.88**
5/28/2025	4LEAF INC.	DEVELOPMENT AND PERMITS PLAN REVIEW APR 2025	1,275.00
5/28/2025	A S DUTCHOVER & ASSOCIATES	LANDSCAPE PLAN CHECK & INSPECTIONS APR 2025	3,443.75
5/28/2025	A S DUTCHOVER & ASSOCIATES	DEVELOPMENT AND PERMITS PLAN REVIEW APR 2025	150.00
5/28/2025	A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS FOR PCS	114.64
5/28/2025	ALAMEDA COUNTY LIBRARY	ADDITIONAL LIBRARY SERVICE HOURS FOR JAN-MAR 2025	167,580.00
5/28/2025	ALL CITY MANAGEMENT SVCS INC	CROSSING GUARD SERVICES - APR 2025 UNDERBILLED HRS	64.92
5/28/2025	ALL CITY MANAGEMENT SVCS INC	CROSSING GUARD SERVICES APR-MAY 2025	22,227.79
5/28/2025	AMY'S ENGRAVED SIGNS & AWARDS	OFFICE NAME PLATE FOR PCS	30.70
5/28/2025	ANCHOR ENGINEERING, INC.	INSPECTION SERVICES - DEV AND PERMITS MAR 2025	32,102.00
5/28/2025	ANCHOR ENGINEERING, INC.	INSPECTION SERVICES - DEV AND PERMITS APR 2025	33,806.00
5/28/2025	AT&T - CALNET 3	SERVICE TO WAVE 05/12/2025	122.29
5/28/2025	AT&T - CALNET 3	SERVICE TO SHANNON 05/12/2025	273.22
5/28/2025	AT&T - CALNET 3	SERVICE TO SR ALARM 05/12/2025	216.88
5/28/2025	AT&T - CALNET 3	SERVICE TO LIBRARY 911 05/14/2025	31.75
5/28/2025	AT&T - CALNET 3	SERVICE TO CY 05/14/2025	61.95
5/28/2025	AT&T - CALNET 3	SERVICE TO CY FAX 05/14/2025	31.75
5/28/2025	AT&T - CALNET 3	SERVICE TO PSC FIRE ALARM 05/14/2025	61.95
5/28/2025	AT&T - CALNET 3	SERVICE TO FSP FAX 05/14/2025	61.95
5/28/2025	AT&T - CALNET 3	SERVICE TO FS18 05/14/2025	92.14
5/28/2025	AT&T - CALNET 3	SERVICE TO CY 05/14/2025	236.75
5/28/2025	AT&T - CALNET 3	SERVICE TO ELEVATOR 05/14/2025	92.14
5/28/2025	AT&T - CALNET 3	SERVICE TO HERITAGE CTR BK UP 05/06/2025	67.34
5/28/2025	AT&T - CALNET 3	HERITAGE 9391018979 05/14/2025	31.75
5/28/2025	AT&T - CALNET 3	SHANNON CENTER ALARM 93910633 05/12/2025	31.74
5/28/2025	BAY ALARM COMPANY	ALARM SERV HERITAGE KOLB HOUSE MAY 2025	280.60
5/28/2025	BAY AREA AIR QUALITY MGMT DIST	SHANNON GENERATOR ANNUAL PERMIT RENEWAL JUL 2025-2026	602.00
5/28/2025	BAY AREA NEWS GROUP EAST BAY	LEGAL NOTICES APR 2025	775.03
5/28/2025	BAY AREA NEWS GROUP EAST BAY	ADVERTISING FOR ST. PATRICK'S DAY FESTIVAL APR 2025	189.75
5/28/2025	BIG O'TIRES #7	POLICE VEHICLE MAINTENANCE & REPAIRS	1,171.85
5/28/2025	BSK ASSOCIATES INC.	MAT. TESTING AND SPECIAL INSP. FOR SAFE ROUTES APR 2025	1,042.00
5/28/2025	CAPE INC. HEAD START	FACILITY RENTAL SECURITY DEPOSIT REFUND	750.00
5/28/2025	CARBONIC SERVICE	POOL CHEMICAL FOR PH BALANCE	1,140.84
5/28/2025	CDW GOVERNMENT INC	BRAY ROOM CHIEF WALL MOUNT & FUSION PULLOUT	692.86
5/28/2025	CIERRA L. FABRIGAS	EXPENSE REIMBUSEMENT - CC/CMO TEAM BUILDING SUPPLIES	17.98
5/28/2025	CODE PUBLISHING, LLC	MUNI CODE UPDATES	1,245.50
5/28/2025	COULSON & ASSOCIATES	DEVELOPMENT AND PERMITS PLAN REVIEW NOV 2024	17,013.75
5/28/2025	COUNTY OF ALAMEDA OFFICE OF THE ASSESSOR	ASSESSOR MAP UPDATES	69.00
5/28/2025	DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE APR 2025	538.40
5/28/2025	ECOLAB, INC.	WATER SERVICES FOR DUBLIN SENIOR CENTER	2,095.47
5/28/2025	ELECTRONIC INNOVATIONS, INC	AMAG SSA RENEWAL SYMMETRY 4/1/25-3/31/26	4,732.00
5/28/2025	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE & REPAIRS	1,343.75
5/28/2025	GREGORY SHREEVE	TRAINING REIMBURSEMENT - CACEO MAY 2025	586.07
5/28/2025	HALO BRANDED SOLUTIONS	CRIME PREVENTION - TROOPER HAT GIVEAWAY	1,996.21
5/28/2025	INGRID REGISTER	EGGSTRAVAGANZA ENTERTAINER	325.00
5/28/2025	JOHNSON CONTROLS SECURITY SOLUTIONS, LLC.	ALARM SERVICES LIBRARY JUN-AUG 2025	1,842.26
5/28/2025	JOHNSON CONTROLS SECURITY SOLUTIONS, LLC.	ALARM SERVICES PSC JUN-AUG 2025	1,287.75
5/28/2025	JOHNSON CONTROLS SECURITY SOLUTIONS, LLC.	ALARM SERVICES CIVIC JUN-AUG 2025	592.28
5/28/2025	KIMLEY-HORN AND ASSOC. INC.	SAFE ROUTES TO SCHOOL MAR 2025	7,732.00
5/28/2025	LANLOGIC INC.	CORP YARD - ACCESS CONTROL UPGRADE	37,418.80

5/28/2025	MCE CORPORATION	MAINTENANCE SERVICES APR 2025	687,867.03
5/28/2025	MNS ENGINEERS, INC.	DEVELOPMENT AND PERMITS INSPECTION MAR 2025	29,350.08
5/28/2025	NAINA SHASTRI	FACILITY RENTAL SECURITY DEPOSIT REFUND	500.00
5/28/2025	PAKPOUR CONSULTING GROUP, INC.	CM/INSP. SVCS. SAFE ROUTES TO SCHOOL APR 2025	18,264.78
5/28/2025	PAKPOUR CONSULTING GROUP, INC.	CM/INSP. SVCS. SAFE ROUTES TO SCHOOL MAR 2025	32,243.88
5/28/2025	PAKPOUR CONSULTING GROUP, INC.	CM/INSP. SVCS. FOR REGIONAL ST CROSSWALK APR 2025	1,092.50
5/28/2025	PAKPOUR CONSULTING GROUP, INC.	DEVELOPMENT AND PERMITS PLAN REVIEW APR 2025	20,930.00
5/28/2025	PG&E	HERITAGE MUSEUMS 04/27/2025	2,780.68
5/28/2025	PG&E	ALAMO CREEK PARK 05/05/2025	85.65
5/28/2025	PG&E	FIRE STATION 17 05/04/2025	399.21
5/28/2025	PG&E	TRAFFIC SIGNALS 04/10/2025	10,851.41
5/28/2025	PHOENIX GROUP INFO SYS.	PARKING CITATIONS COLLECTED - APR 2025	225.00
5/28/2025	PLEASANTON EVENT RENTALS INC	CLEANING OF RENTED LINENS SHANNON CENTER	243.60
5/28/2025	PRO CYCLES LLC	POLICE VEHICLE MAINTENANCE & REPAIRS	4,388.06
5/28/2025	PROJECT DEVELOPMENT & FINANCE SOLUTIONS, LLC	CFD CONSULTING SERVICES MAR 2025	1,567.50
5/28/2025	QUENCH USA, INC.	WATER SERVICES D073825 JUN-JUL 2025	1,024.36
5/28/2025	REDWOOD PUBLIC LAW, LLP	PROFESSIONAL SERVICES RENDERED THROUGH MAR 2025	102,089.48
5/28/2025	REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES	884.00
5/28/2025	RRM DESIGN GROUP, A CA CORP	DEVELOPMENT AND PERMITS PLAN REVIEW APR 2025	722.50
5/28/2025	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	SHAMROCK MONTHLY HARDWARE LEASE	674.64
5/28/2025	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	USAGE CHARGE FOR 4.16- 5/15/2025	1,780.01
5/28/2025	SHUMS CODA ASSOCIATES INC	PLAN CHECK SERVICES FOR APR 2025	808.50
5/28/2025	SMITH ART CONSERVATION	PUBLIC ART CLEANING AND CONSERVATION	2,825.00
5/28/2025	SNG & ASSOCIATES INC.	DEVELOPMENT AND PERMITS PLAN REVIEW FEB 2025	8,551.00
5/28/2025	SPECTRUM COMMUNITY SVCS INC.	HUMAN SERVICES 2024-25 - CDBG - SPECTRUM MOW MAR 2025	1,741.70
5/28/2025	STUDIOFOLIA	CAMP PARKS SIGN ART PROJECT	6,875.00
5/28/2025	THE SOURCING GROUP, LLC	PCS APPAREL - WAVE	6,213.96
5/28/2025	THE SOURCING GROUP, LLC	PCS APPAREL - ST. PATRICK'S DAY FESTIVAL	4,953.74
5/28/2025	TREASURER ALAMEDA COUNTY	FY2025 POLICE SERVICES CONTRACT SEP & OCT 2024	4,361,470.60
5/28/2025	TREASURER ALAMEDA COUNTY	FY2025 POLICE SERVICES CONTRACT NOV & DEC 2024	5,401,056.74
5/28/2025	TREASURER ALAMEDA COUNTY	PARKING CITATIONS COLLECTED - APR 2025	931.00
5/28/2025	U.S. BANK CORPORATE PMT SYSTEM	PURCHASE CARD STATEMENT APR 2025	66,857.12
5/28/2025	VERIZON WIRELESS	DATA PLAN FOR LICENSE PLATE READERS - MAY 2025	320.08
5/28/2025	WATERCO OF THE CENTRAL STATES	RO WATER SOFTENER SERV FS16 MAY 2025	199.90
5/28/2025	WATERCO OF THE CENTRAL STATES	RO WATER SOFTENER SERV FS18 MAY 2025	167.30
5/28/2025	WATERCO OF THE CENTRAL STATES	RO WATER SOFTENER SERV FS17 MAY 2025	222.60
5/28/2025	WEE HOOP, INC.	REC CLASS INSTRUCTOR	1,766.40
5/28/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	SAFE ROUTES TO SCHOOL - CWA ADMIN APR 2025	445.16
5/28/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	SAFE ROUTES TO SCHOOL - CWA ADMIN MAR 2025	292.23
		Payments Issued 5/28/2025 Total:	**11,131,351.95**
5/29/2025	RETIREE MEDICAL	RETIREE MEDICAL	228,698.36
		Payments Issued 5/29/2025 Total:	**228,698.36**
5/30/2025	DELTA DENTAL OF CALIFORNIA	DELTA DENTAL PREMIUM - MAY 2025	13,444.13
5/30/2025	VISION SERVICE PLAN - (CA)	VISION INSURANCE PREMIUM - MAY 2025	2,205.61
		Payments Issued 5/30/2025 Total:	**15,649.74**

Grand Total for Payments Dated 5/1/2025 through 5/31/2025: 22,110,296.26

Total Number of Payments Issued: 350

Agenda Item 5.16

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Amending the Schedule of Service Rates for Integrated Solid Waste Services
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider ratifying a resolution to amend the service rates for integrated solid waste services. The City Council held a noticed public hearing on June 3, 2025 to establish the garbage rates effective July 1, 2025 and to establish the Fiscal Year 2025-26 refuse-related property tax assessment. The City Council deliberated on Item 6.1 and no public comment was received. The City Council now needs to act to ratify the resolution regarding the schedule of service rates for integrated solid waste services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Amending the Schedule of Service Rates for Integrated Solid Waste Services.

FINANCIAL IMPACT:

The financial impact is detailed in the June 3, 2025, Item 6.1 Staff Report (Attachment 3), which was reviewed and deliberated by the City Council on the same date.

DESCRIPTION:

Background
On June 3, 2025, the City Council held a noticed public hearing to consider two resolutions: (1) Resolution Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Fees for Year 2025-2026, and (2) Resolution Amending the Schedule for Service Rates for Integrated Solid Waste Services. The June 3, 2025, Staff Report, without its accompanying attachments, is attached here as Attachment 3.

On June 3, 2025, Item 6.1 was agendized, a public hearing opened and closed, and no public comment was received. After deliberation, the City Council motioned and unanimously

approved the first of two resolutions presented under Item 6.1, the Resolution Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Fees for Year 2025-2026. The City Council now needs to take action to ratify the Resolution Amending the Schedule of Service Rates for Integrated Solid Waste Services to amend the schedule of service rates for integrated solid waste. The resolution and accompanying exhibit are attached here as Attachments 1 and 2.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

For the June 3, 2025, Public Hearing, a notice was placed in the *East Bay Times* on May 24 and May 31, 2025, notifying the community of the City Council's consideration of the proposed rates and a copy of that Staff Report and attachments were provided to Amador Valley Industries.

ATTACHMENTS:

1) Resolution Amending the Schedule of Service Rates for Integrated Solid Waste Services
2) Exhibit A to the Resolution – Proposed Adjustment to Garbage Company Rates
3) June 3, 2025, Item 6.1 Staff Report (without attachments)

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING THE SCHEDULE OF SERVICE RATES FOR INTEGRATED SOLID WASTE SERVICES

WHEREAS, the City of Dublin executed a Collection Service Agreement with Amador Valley Industries (AVI) on January 12, 2005; and subsequently executed six amendments to the agreement; and

WHEREAS, the Agreement requires the City Council to adopt a rate schedule, which is estimated to produce a specified revenue amount as identified in the Agreement; and

WHEREAS, the City Council adopted the initial rate schedule with Resolution 68-05 at a noticed public hearing on May 3, 2005 and the Agreement provides that the City Council is responsible for establishing all rates; and

WHEREAS, on September 10, 2020, the City of Dublin executed an Amended and Restated Collection Service Agreement with AVI extending the Collection Service Agreement for another 15-year term; and

WHEREAS, in 2024, AVI notified the City of its intent to sell the company, which was then purchased by Livermore Sanitation, Inc. and authorized the execution of a new Amended and Restated Agreement; and

WHEREAS, Livermore Sanitation, Inc. will continue to operate under the name AVI; and

WHEREAS, the Agreement provides for an adjustment to the rates each July 1st in accordance with specified formulas; and

WHEREAS, the City has calculated the required rate adjustment necessary to generate the agreed to compensation and applied not more than a 4.06% adjustment to the residential, commercial, roll-off, and other collection service rates and construction and demolition debris rates; and

WHEREAS, on June 3, 2025, the City Council conducted a noticed public hearing prior to the adoption of the new rate schedule.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby adopt the Rate Schedule attached hereto, marked **Exhibit A** and by reference made a part hereof.

BE IT FURTHER RESOLVED that, while AVI may not charge a rate for these services in excess of the established rates, nothing shall prohibit AVI from charging a rate less than the established amount.

BE IT FURTHER RESOLVED that, upon the effective date, July 1, 2025, this resolution shall supersede all previous resolutions adopting rates for solid waste services, and the rates adopted by this resolution shall continue from year to year.

PASSED, APPROVED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

2025/2026 PROPOSED ADJUSTMENT TO GARBAGE COMPANY RATES

Affected Parcels

Chapter 5.32 of the Dublin Municipal Code requires for the protection of the health safety and welfare of the community that all parcels obtain minimum weekly garbage service. Amador Valley Industries, Inc. is the authorized garbage collection and disposal firm operating within the City. The agreement between the City of Dublin and Amador Valley Industries, Inc. provides that the City shall adopt a rate schedule which is estimated to allow the Company to achieve a fixed amount of annual revenue. Therefore, the adoption of these fees will affect all parcel owners. Rates are effective July 1, 2025.

Basis of Fees

The City has negotiated a multi-year agreement with Amador Valley Industries, Inc. The Company may request a change in rates based upon a formula which includes: changes in the Refuse Rate Index; Increased Regulatory Fees; and changes in the total tons delivered to the Landfill. In addition the Company may under specifc criteria request an extraordinary adjustment. The additional costs of each of these components has been allocated to the three classes of service: Residential; Commercial Bin Service; and Drop Box/Compactor.

RESIDENTIAL RATES

Company Minimum Residential Collection Rate: Applies separately to each single family unit as well as each unit within a duplex or other attached housing, which receives individual garbage collection services. The rate applies to the initial 32 gallons of garbage capacity, including once per week collection and disposal; Weekly Curbside Residential Recycling; and Weekly Curbside Green Waste Recycling; Large Item Collection Service; and access to an Annual HHW drop-off event. All containers are provided by the Company**.**

Minimum Monthly Rate : $ 44.66 (Rate includes $0.45 retained by City for preparing tax roll / collection.)

Residents may select a larger garbage container for an additional fee which is shown below:

64 Gallon Garbage Container:	**Minimum Cost Plus**	**$37.38**	**per month**	**(Total =**	**$ 82.04**	**per month)**
96 Gallon Garbage Container:	**Minimum Cost Plus**	**$74.77**	**per month**	**(Total =**	**$ 119.43**	**per month)**

Second Container: Residents may request a second garbage container which will be charged at the same rate as a first container based on the size requested.

Additional Large Item Collection: Residents may request additional large item collection services for a fee of : **$ 29.37** per Cubic Yard

COMMERCIAL AND MULTI-FAMILY BIN SERVICES (FRONT-END-LOADER)

Commercial Can Service: Offered at locations unable to accommodate a commercial bin or with volumes deemed insufficient to utilize a commercial bin. Monthly rate includes bin rental and once per week collection and disposal.

32 Gallon Container: **$50.65** **64 Gallon** Container: **$93.02** **96 Gallon** Container: **$135.30**

Commercial Bin Service Rates

Rates shown on the following page are monthly rates based upon bin size and frequency of service. Rates include collection, disposal, and bin rental.

Size # Yards	# Times Per Wk	Base Monthly Rate	Size # Yards	# Times Per Wk	Base Monthly Rate
1	1	$216.72	4	1	$866.88
1	2	$487.36	4	2	$1,787.68
1	3	$758.00	4	3	$2,708.48
1	4	$1,028.64	4	4	$3,629.28
1	5	$1,299.28	4	5	$4,550.08
1	6	$1,569.92	4	6	$5,470.88
2	1	$433.44	6	1	$1,300.32
2	2	$920.80	6	2	$2,654.56
2	3	$1,408.16	6	3	$4,008.80
2	4	$1,895.52	6	4	$5,363.04
2	5	$2,382.88	6	5	$6,717.28
2	6	$2,870.24	6	6	$8,071.52
3	1	$650.16	7	1	$1,517.04
3	2	$1,354.24	7	2	$3,088.00
3	3	$2,058.32	7	3	$4,658.96
3	4	$2,762.40	7	4	$6,229.92
3	5	$3,466.48	7	5	$7,800.88
3	6	$4,170.56	7	6	$9,371.84

Organic material is charged at 50% of the Commercial Service rate.
Recycled Material is charged at 25% of the Commercial Service rate.

OTHER COMMERCIAL SERVICES: Rates for additional requested services.

Container Push:	$	19.74	
Lock & Key:	$	11.85	
Excess Waste (Cu. Yd):	$	64.70	per Cubic Yard
Excess Cart Exchange:	$	19.74	
Excess Bin Exchange:	$	78.87	
Excess Bin Cleaning:	$	98.51	

SMALL COMPACTOR SERVICE: Rates for small compactors serviced as a commercial account on a regular route shall be billed by container size at the rate of two times the stated rate above for loose garbage.

HANDY HAULER:- One-time placement and collection of a 4 cubic yard bin, including one week container rental filled no higher than water level: **$283.54**

Additional Bin Rental Per Week: **$65.52** Per Week **Cost For Additional Dump:** **$205.55** Per Pick-up
Excess Per Yard If Filled Above Water Level **$64.70** **Per Cubic Yard**

DROP BOX / COMPACTOR RATES: Cost shown is on a per pick-up basis and is based upon the load not exceeding water level (Excess is charged the same rate). Additional Miscellaneous charges may also apply.

Rate Per Cubic Yard: **Non-Compacted:** **$60.98** **Compacted:** **$121.96**

Organic material is charged at 50% of the non-compacted or compacted rate as appropriate.

MISCELLANEOUS DROP BOX CHARGES

Relocation of Drop Box	**$167.60**	Per Request
Weekly Drop Box Container Rental - After 1st Week	**$65.52**	Per Week
Cancel Auto Pick-up Without Notice	**$211.13**	Per Event
Handy Hauler Extra Week Rental	**$65.52**	Per Week
Standby Time	**$275.18**	Per Hour

CONSTRUCTION & DEMOLITION (C&D) DEBRIS BOX SERVICES

C&D Debris Box Service: Costs shown are on a per pick-up basis

Material Type	Cubic Yards	Rate
Concrete & Asphalt		
Per Yard Clean		$137.12
Clean	6	$822.72
Mixed	6	$984.66
Cardboard		
Per Yard Clean		$27.43
Clean	20	$548.60
Clean	30	$822.90
Clean	40	$1,097.20
Dirt		
Clean	6	$822.25
Mixed	6	$984.66
Drywall		
Per Yard Clean		$65.62
Clean	20	$1,312.40
Wood		
Per Yard Clean		$27.43
Clean	20	$548.60
Clean	30	$822.90
Clean	40	$1,097.20

Material Type	Cubic Yards	Rate
Front End Loader		
Per Yard		$53.81
Mixed	4 (1/2 Full)	$107.62
Mixed	4	$215.24
Mixed	6 (1/2 Full)	$161.43
Mixed	6	$322.86
Mixed	7 (1/2 Full)	$188.34
Metal		
Metal	20	$639.77
Metal	30	$731.19
Metal	40	$914.01
Stucco		
Per Yard Clean		$137.12
Clean	6	$822.72
Mixed	6	$984.66
Mixed C&D		
Per Yard		$56.68
Mixed	15	$850.20
Mixed	20	$1,133.60
Mixed	30	$1,700.40
Mixed	40	$2,267.20

Agenda Item 6.1

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: **June 3, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Adoption of Rates for Garbage Collection, Disposal, and Recycling Services Provided by Amador Valley Industries and Establishing the 2025-26 Annual Assessment
Prepared by: Jay Baksa, Finance Director

EXECUTIVE SUMMARY:

The City Council will consider adopting resolutions establishing the garbage rates effective July 1, 2025 and establishing the Fiscal Year 2025-26 refuse-related property tax assessment.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate, and adopt the following: 1) **Resolution** Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2025-2026; and 2) **Resolution** Amending the Schedule of Service Rates for Integrated Solid Waste Services.

FINANCIAL IMPACT:

For Fiscal Year 2025-26, the annual rate adjustment will result in a 4.06% increase across all service rates. For example, the monthly fee for residential garbage and recycling service, collected as an annual assessment on the Property Tax bill, will increase by $1.74 for the standard 32-gallon garbage container to a new monthly total of $44.66. Rate increases for all service categories, including residential, commercial, multi-family, construction, and demolition debris, are detailed in Attachment 3.

DESCRIPTION:

In January 2005, the City executed an agreement with Amador Valley Industries, LLC (AVI) for services that began on July 1, 2005, and continued through June 30, 2020. On June 16, 2020, the City Council approved an Amended and Restated Agreement with AVI, extending the contract term to 2035. The agreement introduced a new rate model that outlines annual rate adjustments, separates component costs, and includes regular financial reviews. The financial reviews, conducted every three years by a third-party administrator, verify the reasonableness of costs and revenues, and ensure that AVI maintains an industry-standard operating margin.

In 2024, AVI notified the City of its intent to sell the company, which was then purchased by Livermore Sanitation, Inc. (LSI). On August 20, 2024, the City Council approved the assignment of the agreement to LSI and authorized the execution of a new Amended and Restated Agreement. Livermore Sanitation, Inc. will continue to operate under the name AVI.

Annual Rate Adjustment Calculation
The current agreement provides that rates must be reasonably forecasted to provide AVI with an appropriate level of compensation. The forecasting methodology compares customer counts between the two most recent calendar years to calculate revenue generation based on the level of services provided multiplied by the appropriate rates. Rates are adjusted across all service sectors to meet the calculated revenue requirement set forth by the rate model.

As required in the agreement, the City has provided AVI with information showing the rate calculations and assumptions. Section 5.13.1 states "…the final decision of the rate structure rests solely with the City." The proposed rate structure for Fiscal Year 2025-26 is estimated to meet the compensation requirement of $30,110,784. This compensation is possible as a result of a proposed 4.06% increase to all categories. Attachment 4 includes a detailed description of the methodology required by the agreement.

Detailed Comparison of Current and Proposed Rates
Attachment 5 compares the proposed rates to the current rates for all service levels. The current rates were effective July 1, 2024 and the proposed rates would be effective July 1, 2025.

Competitiveness of Dublin Rates with Neighboring Agencies
Historically, Staff has included a comparison of the Dublin rates compared to rates charged for similar services in surrounding communities. This comparison has focused solely on the garbage rates, as historically, recycling and organic waste were seen as smaller, complimentary services. This is no longer true with the implementation of SB 1383 (mandatory organic waste disposal reduction laws), as well as other regional and statewide laws. Looking specifically at garbage rates no longer offers a clear "apples to apples" comparison.

Recycling. For example, Livermore now charges recycling at 80% of the garbage rate, Castro Valley is at 67%, and San Ramon at 50%, where Dublin charges 25%.

Organic Waste. The same pattern is now occurring with organic waste, in which Dublin

charges 50% of the garbage rate and Castro Valley charges 124%, but as regulations change and options for disposal become more limited, these services have become more expensive, and cities are adjusting for that reality.

Overall, Dublin remains competitive, and the services offered are comparable to the cities surveyed, especially when factoring in the different types of services provided (garbage, recycling, organics, etc.). The current three-agency comparison is included as Attachment 6; and as in last year's comparison, Staff has included Castro Valley Sanitation District as part of the average calculation in place of Pleasanton, to include three service areas that offer similar services. Pleasanton's cost structure has become an outlier in the Tri-Valley and when incorporating their costs into an "area average," it skews the perspective of Dublin's of competitiveness (in reality Dublin's rates are comparable to those of Livermore and San Ramon). Pleasanton's costs have been included for reference only but are not included in the three-agency average calculations.

Minimum Residential Garbage Service

Dublin Municipal Code Section 5.32 requires that all properties in Dublin subscribe to a weekly minimum garbage service. This minimum service includes weekly curbside collection of a 32-gallon garbage container; up to two organic waste carts (96 gallons each); up to two recycling carts (96 gallons each); recycling collection of used oil and filters; an annual household hazardous waste drop-off event; and three on-call bulky waste pick-ups per year. Residents desiring larger garbage containers are billed directly by AVI for the incremental rate difference. The City pays AVI for the service cost of the minimum residential service of a 32-gallon garbage container with monies collected from the property tax bill.

The City Council will need to establish the annual minimum residential service, which is collected with the property tax bill for residential properties, separately from the rates for other levels of service. The proposed annual fee for basic residential service for Fiscal Year 2025-26 is $535.92, which is collected in two installments on the property tax bill. This equates to a total annual increase of $20.88 ($1.74 per month) above the rate levied in Fiscal Year 2024-25, as shown in Table 1.

Table 1. Historical Annual Fee for Minimum Garbage Service Collected with Property Tax Bill

2023-24	2024-25	Proposed 2025-26	Annual Change	Monthly Change
$510.36	$515.04	$535.92	$20.88	$1.74

This base rate includes $0.45 per month to cover the cost associated with the collection being included on the property tax bill. These funds are not paid to AVI but are retained by the City to offset the administrative cost in preparing the tax roll. Additionally, the cost of collection and delinquencies for the basic service is expected to be covered by the prior year fund balance, penalties and prior year taxes collected by the County Tax Collector, and interest on funds held prior to payment to AVI.

Resolutions
Included in this Staff Report (Attachments 1-3) are the annual resolutions that, with City Council adoption, will establish the collection of minimum residential garbage and recycling service fees for Fiscal Year 2025-26, and amend the schedule of service rates for integrated solid waste services.

STRATEGIC PLAN INITIATIVE:

None

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A notice was placed in the East Bay Times on May 24, 2025 and May 31, 2025, notifying the community of the City Council's consideration of the proposed rates, and the City Council Agenda was posted. A copy of the Staff Report and all attachments were provided to Amador Valley Industries.

ATTACHMENTS:

1) Resolution Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2025-2026
2) Resolution Amending the Schedule of Service Rates for Integrated Solid Waste Services
3) Exhibit A to the Resolution – Proposed Adjustment to Garbage Company Rates
4) Methodology used for Fiscal Year 2025-2026 Annual Garbage Rate Adjustment in Accordance with Agreement Between City of Dublin and Amador Valley Industries
5) Proposed vs. Current Rates
6) Local Area Rate Comparison

Agenda Item 5.17

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Special Designation of General Fund Reserves for Fiscal Year 2024-25
Prepared by: Jay Baksa, Finance Director

EXECUTIVE SUMMARY:

The City Council will consider special designations of General Fund reserves for Fiscal Year 2024-25.

STAFF RECOMMENDATION:

Adopt the **Resolution** Authorizing a Special Designation of General Fund Committed Reserves for Fiscal Year 2024-25 and confirm changes to General Fund Assigned Reserves.

FINANCIAL IMPACT:

Approval of special designations in the General Fund will not result in any change to total fund balance but would shift resources among reserve categories. The Fiscal Year 2024-25 Unassigned (Cash Flow) Reserve is projected at $69.3 Million after Staff's recommendation of special designations, which is equivalent to over seven months of the Fiscal Year 2025-26 General Fund operating budget. This is above the targeted cash flow of two to four months of the operating budget.

DESCRIPTION:

Background
Governmental Accounting Standards Board Statement No. 54 (GASB 54), Fund Balance Reporting and Governmental Type Definitions, requires fund balance to be classified into different categories for governmental funds depending on the extent to which the use of resources is constrained for specific purposes.

Per GASB 54, the five fund balance classifications are:

- Non-Spendable – amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained.
- Restricted – balance with constraints placed on the use of the resources which are

either (a) externally imposed by creditors, contributors, or laws and regulations of other agencies, or (b) imposed by law through constitutional provisions or enabling legislation.

- Committed – amounts that can only be used for specific purposes pursuant to formal action of the agency's governing body. These are considered legally restricted and can only be removed or changed by formal action of the governing body. Action to constrain resources should occur prior to the end of the fiscal year, though the exact amount may be determined subsequently.
- Assigned – amounts that are constrained by the governing body's intent to be used for specific purposes but are neither restricted nor committed.

The City typically makes designations to reserves twice a year – once in June with the preliminary year-end results, and again when the books are closed in the fall.

Fiscal Year 2024-25 Year-End

Based on the most recent information, Staff is projecting an operating surplus of $26.4 million in Fiscal Year 2024-25. After subtracting budgeted transfers out to capital improvement projects that are funded by Reserves, contributions to the facilities replacement fund, and adding transfers in, Staff is projecting an overall decrease to reserves of $28.3 Million as shown in Table 1.

Table 1: Reserve Balance Summary

FY 2023-24 Reserve Balance	**$290.4 Million**
FY 2024-25 Projected Operating Surplus	$26.4 Million
Transfers Out (CIP) Assigned/Committed Reserves	($32.3 Million)
Transfers Out (CIP) Unassigned Cash Flow	($20.5 Million)
Contributions to ISF	($2.0 Million)
Transfers In	$0.1 Million
FY 2023-24 Reserve Balance (Projected)	**$262.1 Million**
Difference	($28.3 Million)

The General Fund Reserves Summary (Attachment 2) provides a listing of reserve balances by category. The majority of the change is due to the spending down of Committed and Assigned Reserves for budgeted capital improvement projects and the spending down of carry-over reserves from the prior year. It should be noted that the Fiscal Year 2024-25 year-end balances are not final until the City closes its financial books, at which time Staff will bring an update to the reserve designation.

Reserve Designation Recommendations

This Staff Report also transmits a Resolution (Attachment 1) which confirms designations and changes only of Committed Reserves for Fiscal Year 2024-25, as City Council approval of Assigned Reserves is not necessary by resolution. Staff recommends the following reserve designations as of June 30, 2025:

Committed Reserves:

Lease Revenue Bond Payment – Increase $1,000,000

This is in accordance with City Council direction to make annual contributions to reserves for the early payoff of the energy efficiency bonds. The increase of $1,000,000 will bring this reserve balance to $9,000,000. The earliest the bonds can be paid off is Fiscal Year 2028-29, and the total payoff amount will be $12.9 million.

Assigned Reserves:

Dublin Boulevard Extension Advance – Increase $3,563,913

This reserve is a cash flow advance to the Eastern Dublin Transportation Impact Fee (EDTIF) program, which will be reimbursed by the fee program as development occurs. In March of 2023, Staff presented a funding plan for the Dublin Boulevard extension project which included advancing $63,063,913 to the EDTIF program by the end of Fiscal Year 2024-25. The recommended designation of $3,563,913 will bring the advance to the EDTIF program for the Dublin Boulevard extension to the amount identified in the funding plan.

Due to the current economic uncertainty, Staff is recommending that any other reserve designation be made when the Fiscal Year 2024-25 books are closed and final balances are calculated.

STRATEGIC PLAN INITIATIVE:

Strategy 4: Inclusive and Effective Government
Objective A: Set reserves aside for major infrastructure investments which are key to the City's economic future.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Authorizing a Special Designation of General Fund Reserves for Fiscal Year 2024-25
2) Fiscal Year 2024-25 General Fund Reserves Summary

RESOLUTION NO. XX – 25

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

**AUTHORIZING A SPECIAL DESIGNATION OF GENERAL FUND COMMITTED RESERVES
FOR
FISCAL YEAR 2024-25**

WHEREAS, the City's Fund Balance and Reserves Policy requires special fund balance allocations to be adopted by the City Council, and allows the City Council to take action prior to the end of the fiscal year to direct a specific assignment of the fund balance; and

WHEREAS, Staff reviewed updated information regarding fund balance and estimated one-time revenues during the preparation of the Fiscal Year 2025-26 Budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby make a special allocation of the estimated Fiscal Year 2024-25 year-end balance to the Committed fund balance as follows:

- Increase the reserve for Lease Revenue Bond Payoff by $1,000,000

BE IT FURTHER RESOLVED that, any net resources remaining after special designations, and after meeting the Fund Balance and Reserves Policy requirements, will be left in the Unassigned (Available) Reserve.

PASSED, APPROVED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

FISCAL YEAR 2024-25 GENERAL FUND RESERVES SUMMARY

RESERVE DESCRIPTION	Actual 2023-24	Increase 2024-25	Decrease 2024-25	Net Change 2024-25	Projected 2024-25
Non-Spendable	$54,709				$54,709
Prepaid Expenses	54,709				54,709
Restricted	$9,351,801	$6,704,350	$0	$6,704,350	$16,056,151
Cemetery Endowment	60,000				60,000
Developer Contribution - Downtown	1,490,000				1,490,000
Developer Contr - Heritage Park	19,000				19,000
Developer Contr - Nature Park	60,000				60,000
Section 115 Trust - Pension	2,071,235				2,071,235
Public Facilities Advance	4,901,566	6,704,350		6,704,350	11,605,916
Heritage Park Maintenance	750,000				750,000
Committed	$84,215,443	$1,000,000	($13,544,158)	($12,544,158)	$71,671,286
Advance to Public Facility Fee	6,704,350		(6,704,350)	(6,704,350)	
Downtown Public Improvement	36,118,491		(363,279)	(363,279)	35,755,212
Economic Stability	8,000,000				8,000,000
Emergency Communications	532,113				532,113
Fire Svcs Pension/OPEB	2,211,094				2,211,094
Innovations & New Opportunity	894,498				894,498
One-Time Initiative - Capital	1,917,848		(1,418,339)	(1,418,339)	499,509
One-Time Initiative - Operating	503,860				503,860
Public Safety Reserve	4,600,000				4,600,000
Specific Committed Reserves					
Contribution to Public Facility Fee	6,000,000				6,000,000
Cultural Arts Center (CIP)	4,402,990		(4,227,990)	(4,227,990)	175,000
Don Biddle Park (CIP)	675,193		(675,193)	(675,193)	
Fallon Sports Park III Contingency	100,000		(100,000)	(100,000)	
Lease Revenue Bond Payoff	8,000,000	*1,000,000*		1,000,000	9,000,000
Maintenance Facility (CIP)	55,008		(55,007)	(55,007)	
Utility Undergrounding (CIP)	3,500,000				3,500,000
Assigned	$153,402,584	$3,563,913	($44,927,462)	($41,363,549)	$112,039,035
Accrued Leave	1,518,423				1,518,423
Catastrophic Loss	17,714,064				17,714,064
CIP Carryovers	16,670,673		(16,670,673)	(16,670,673)	
Municipal Regional Permit	1,809,022		(1,809,022)	(1,809,022)	
Non-Streets CIP Commitments	3,253,486		(590,976)	(590,976)	2,662,510
Operating Carryovers	963,754		(2,014,571)	(2,014,571)	
Parks and Streets Contingency	201,270				201,270
Pension & OPEB	18,000,000				18,000,000
Relocate Parks Dept	500,000				500,000
Service Continuity	3,150,000				3,150,000
Dublin Blvd Extension Advance	59,500,000	*3,563,913*	(20,500,000)	(16,936,087)	42,563,913
Specific Assigned Reserves					
ARPA Revenue Replacement	990,187				990,187
Climate Action Plan	2,669,424		(840,334)	(840,334)	1,829,090
Façade Improvement Grants	429,972				429,972
Library Tenant Improvement	1,000,000				1,000,000
HVAC Replace. & Civic Ctr Improv. (CIP)	2,288,697		(1,208,273)	(1,208,273)	1,080,424
Pavement Management	2,000,000				2,000,000
Village Pkwy Pavement Reconstruction	20,743,613		(1,293,613)	(1,293,613)	19,450,000
Unassigned	$43,408,415	$58,471,620	($39,576,259)	$18,895,360	$62,303,775
Unassigned-Unrealized Gains	(7,039,428)				(7,039,428)
Unassigned (Available)	50,447,843				69,343,203
TOTAL RESERVES	$290,432,952	$69,739,882	($98,047,879)	($28,307,997)	$262,124,955

Agenda Item 5.18

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Second Amendment to the Consulting Services Agreement with Townsend Public Affairs, Inc. for Grant Strategy and Writing Services
Prepared by: Jordan Foss, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider approving a second amendment to the agreement with Townsend Public Affairs, Inc. for grant strategy and writing services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Second Amendment to the Consulting Services Agreement with Townsend Public Affairs, Inc. for Grant Strategy and Writing Services.

FINANCIAL IMPACT:

Sufficient funding for this agreement has been included in the Fiscal Year 2025-26 Budget.

DESCRIPTION:

On June 6, 2023, the City adopted Resolution No. 53-23 approving a Consulting Services Agreement with Townsend Public Affairs to provide grant strategy and writing services for a not-to-exceed compensation of $60,000 with a term ending June 30, 2024. The City then adopted Resolution No. 47-24 approving a First Amendment to the Agreement on June 4, 2024, which extended the term to June 30, 2025 and increased the not-to-exceed compensation to $120,000.

Over the past two years, Townsend has provided services including identifying and submitting applications on behalf of the City for state and federal grants. Townsend has also hosted monthly grant meetings to update Staff on current grant applications and future opportunities, provided monthly memos that identify open and competitive grant opportunities, and supported efforts with federal discretionary grant applications. With Townsend's help, the City was awarded federal grants over the last two years of $200,000 for the Behavioral Health Unit, $198,000 for the Situational Awareness Camera Project, and $3 million for the Village Parkway

Complete Streets Project.

Currently, Townsend is working with Staff on multiple applications/projects, including but not limited to:

- US Department of Justice: COPS School Violence Prevention Program Grant for School Resource Officer programs.
- CA Department of Parks and Recreation: Land and Water Conservation Fund (LWCF) Matching Grant Program for acquisition funds for the Iron Horse Nature Park.
- California Department of Housing and Community Development (HCD): Permanent Local Housing Allocation Program (PLHA) for the development or rehabilitation of existing multifamily rental housing or assistance to people experiencing or at risk of homelessness.
- US Department of Defense: Defense Community Infrastructure Grant Program for Dougherty Road Rehabilitation Program.
    - Defense Community Infrastructure Program Letter of Support from Parks Reserve Forces Training Area (PRFTA) Commanding Officer.

In addition to grant strategy and writing services, Townsend also provides legislative advocacy services for the City through its involvement in the Tri-Valley Cities Coalition and has done so since 2017. Through this relationship, Townsend has developed a good working relationship with Staff as well as a strong understanding of the City of Dublin's priorities.

Staff recommends amending the Agreement with Townsend to extend the term of services through June 30, 2026 and increase the not-to-exceed compensation to $180,000 to continue the services provided. Townsend will continue with the all-inclusive retainer, under which it employs a strategic and comprehensive approach to securing grant funding for the City, as described in Attachment 2.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Second Amendment to the Consulting Services Agreement with Townsend Public Affairs, Inc. for Grant Strategy and Writing Services
2) Exhibit A to the Resolution – Second Amendment to Consulting Services Agreement Between the City of Dublin and Townsend Public Affairs, Inc.

RESOLUTION NO. XX – 25

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

APPROVING THE SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH TOWNSEND PUBLIC AFFAIRS, INC. FOR GRANT STRATEGY AND WRITING SERVICES

WHEREAS, in March 2023, Staff prepared and initiated a Request for Proposals (RFP) for grant strategy and writing services; and

WHEREAS, Staff reviewed responses and selected Townsend Public Affairs, Inc. and entered into a Consulting Services Agreement with a term to expire on June 30, 2024 and a not-to-exceed compensation amount of $60,000; and

WHEREAS, on June 4, 2024, the City Council adopted Resolution No. 47-24 approving the First Amendment to the Agreement with Townsend, which extended the term to June 30, 2025 and increased the not-to-exceed compensation to $120,000; and

WHEREAS, the City wishes to amend the Consulting Services Agreement with Townsend Public Affairs, Inc. for grant strategy and writing services to extend the term to June 30, 2026, and increase the not-to-exceed compensation to $180,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Second Amendment to the Consulting Services Agreement with Townsend Public Affairs, Inc., attached hereto as **Exhibit A** to this Resolution.

BE IT FURTHER RESOLVED that the City Manager or their designee is authorized to execute the amendment to the agreement, attached hereto as **Exhibit A**, and make any necessary, non-substantive changes to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

SECOND AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND TOWNSEND PUBLIC AFFAIRS, INC.

WHEREAS, on June 7, 2023, the City of Dublin (hereinafter referred to as "CITY") and Townsend Public Affairs, Inc. (hereinafter referred to as "CONSULTANT") entered into a Consulting Services Agreement for **Grant Strategy and Writing Services** (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the existing AGREEMENT is set to expire on June 30, 2025 and has a not-to-exceed sum of $120,000; and

WHEREAS, the CITY and CONSULTANT now wish to amend the Agreement to extend the term through June 30, 2026 and to increase the not-to-exceed amount to $180,000; and

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

1) The end of term, set forth in section 1.1. of the AGREEMENT, shall be extended until June 30, 2026.

2) The not to exceed compensation, set forth in Section 2.0 of the AGREEMENT, shall be increased to $180,000, following the reimbursement schedule set forth in Exhibit A.

3) Exhibit A shall be rescinded in its entirety and replaced with the attached revised exhibit.

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

5) 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.

6) 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

By: _____
Colleen Tribby, City Manager

Dated: _____

TOWNSEND PUBLIC AFFAIRS, INC.

By: _____
Christopher Townsend, President

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A
SCOPE OF SERVICES & COMPENSATION SCHEDULE

Term of Services: July 1, 2025 through June 30, 2026

All-Inclusive Retainer

DESCRIPTION OF SERVICES	MONTHLY FEE
Grant Strategy and Writing Services	**$5,000***
Conduct Detailed Orientation	Included
Craft Strategic Funding Plan	Included
Identify, Research, and Monitor Grant Funding Opportunities	Included
Grant Application Development and Submittal	Included
Establishment of Clear Accountabilities	Included
Provide Overview of Full Applications Requirements	Included
Assemble Project Background and Details	Included
Coordinate Technical Project Details	Included
Draft Written Proposal	Included
Incorporate Feedback to Finalize Proposal	Included
Submit Completed Application	Included
Funding Advocacy	Included
Post-Grant Submittal Advocacy	Included
Post-Award Grant Administration and Compliance	Included
Comprehensive Follow-Up on Unsuccessful Applications	Included
**The monthly fee includes all reasonable business and travel expenses*	

Agenda Item 6.1

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Legislation/Housing Element Implementation – Zoning Ordinance Amendments (PLPA-004154-2025)
Prepared by: Kristie Wheeler, Special Projects Manager

EXECUTIVE SUMMARY:

The City Council will consider City-initiated amendments to the Zoning Ordinance to implement recent changes in state law and certain programs of the General Plan Housing Element. Amendments are proposed to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.36 (Development Regulations), Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities), Chapter 8.64 (Home Occupations Regulations), Chapter 8.68 (Inclusionary Zoning Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.81 (SB 9 Unit Developments), Chapter 8.104 (Site Development Review), Chapter 8.116 (Zoning Clearance) and Chapter 8.132 (Notice and Hearings). In addition, the proposed amendments include a new chapter, Chapter 8.49 (Low-Barrier Navigation Centers). The City Council will also consider an exemption from the requirements of the California Environmental Quality Act.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate, and adopt the **Ordinance** Approving Amendments to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.36 (Development Regulations), Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities), Chapter 8.64 (Home Occupations Regulations), Chapter 8.68 (Inclusionary Zoning Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.81 (SB 9 Unit Developments), Chapter 8.104 (Site Development Review), Chapter 8.116 (Zoning Clearance) and Chapter 8.132 (Notice and Hearings), and the Addition of Chapter 8.49 (Low-Barrier Navigation Centers).

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background
Periodically, the City initiates amendments to the Zoning Ordinance to ensure that it complies with changes in state law, implements the General Plan and remains internally consistent. Recent legislation requires amendments to the Zoning Ordinance to address microenterprise home kitchen operations (MEHKO), SB 9 unit development[1], community clinics that provide reproductive health care, and Planning Commission public notices.

In addition, the City Council approved the General Plan Housing Element in November 2022, and, subsequently, the State Department of Housing and Community Development (HCD) certified the Housing Element in January 2024. The Housing Element includes a number of programs that the City must implement, which require amendments to the Zoning Ordinance. This includes amendments to the City's reasonable accommodation regulations, the addition of procedures and regulations to process low-barrier navigation centers, and amendments to allow agricultural employee housing by-right.

Proposed Project
The City has initiated amendments to the Zoning Ordinance to ensure that it complies with state law and provides timely and effective implementation of the General Plan Housing Element. Amendments are proposed to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.36 (Development Regulations), Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities), Chapter 8.64 (Home Occupations Regulations), Chapter 8.68 (Inclusionary Zoning Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.81 (SB 9 Unit Developments), Chapter 8.104 (Site Development Review), Chapter 8.116 (Zoning Clearance) and Chapter 8.132 (Notice and Hearings). The proposed amendments also include the addition of a new chapter, Chapter 8.49 (Low-Barrier Navigation Centers). The proposed amendments would implement the following legislative bills:

- **Assembly Bill (AB) 626: Microenterprise Home Kitchen Operations.** AB 626 established "microenterprise home kitchen operations," also referred to as MEHKO, as a new type of retail food facility operated by the resident of a private home kitchen.
- **Senate Bill (SB) 450: Amendments to California HOME Act (SB 9).** SB 450 stipulates that local agencies cannot impose objective zoning, subdivision and design standards on SB 9 unit developments that do not apply uniformly to other development within the same zoning district, unless the SB 9 standards are more permissive. In

[1] An SB 9 unit development is a housing development with no more two primary residences on a lot in a single-family residential zoning district, the subdivision of a lot in a single-family residential zoning district into two lots, or both. SB 9 unit development allows the creation of up to four housing units within the lot area typically used for one single-family residence.

addition, SB 450 permits an SB 9 unit development even if it would demolish more than 25 percent of the exterior walls of an existing single-family residence.

- **AB 2085: Community Clinics**. AB 2085 requires local agencies to allow community clinics providing reproductive health services as a permitted use and provide ministerial review of development applications that meet specified objective planning standards, including, among other things, that they are on a parcel that is within a zone where office, retail, health care, or parking are principally permitted uses.
- **AB 2904: Zoning Ordinance Notices.** AB 2904 requires a planning commission public hearing notice for a proposed zoning ordinance amendment that affects the permitted uses of real property to be published, posted, mailed, and delivered, or advertised, as applicable, at least 20 days before the hearing. Previously, the requirement was 10 days.

In addition to implementing the above legislation, the proposed amendments to the Zoning Ordinance would implement the following Housing Element programs:

- **B.4: Inclusionary Zoning Regulations.** Review the Inclusionary Zoning Regulations.
- **E.3: Reasonable Accommodations.** Amend the Zoning Ordinance to remove potential constraints for reasonable accommodation requests.
- **E.4: Low-Barrier Navigation Centers.** Adopt and implement procedures and regulations to process low-barrier navigation centers, including a ministerial approval process.
- **E.6: Farm Worker and Employee Housing.** Amend the Zoning Ordinance to allow agricultural employee housing by-right in the Agricultural (A) and Single-Family Residential (R-1) zoning districts in compliance with the Health and Safety Code.

Analysis
The following provides an overview of the proposed amendments to the Zoning Ordinance:

Chapter 8.08 (Definitions)
Amendments to Chapter 8.08 are proposed to add definitions for “Agricultural Employee” and “Agricultural Operation,” and change the definitions of “Agricultural Housing” and “Caretaker Residence.” In addition, “Farm Mobile Home” would be deleted and definitions for “Low-Barrier Navigation Center,” “Microenterprise Home Kitchen Operations” and “Reproductive Health Services” would be added.

Chapter 8.12 (Zoning Districts and Permitted Uses of Land)
Amendments are proposed to the permitted and conditionally permitted land uses matrix to permit “Agricultural Employee Housing” in the A and R-1 zoning districts. In the A zoning district, housing consisting of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single family or household would be permitted. A Conditional Use Permit approved by the Zoning Administrator would be required if it exceeds that amount. In the R-1 zoning district, housing accommodation for six or fewer employees would be permitted. “Farm Mobile Home” would be deleted from the land use matrix as a mobile home is a type of

agricultural employee housing that is permitted in the A zoning district. “Low-Barrier Navigation Centers” would be permitted in the Downtown Dublin zoning districts, and in the Planned Development (PD) zoning district, if the approved PD allows mixed-use or is a commercial PD permitting multifamily uses. “Microenterprise Home Kitchen Enterprises” would be permitted in the A, R-1, R-2 and R-M zoning districts. “Reproductive Health Services” would be permitted in all commercial and industrial zoning districts.

Chapter 8.36 (Development Regulations)
Amendments are proposed to Chapter 8.36 to add objective design standards for new single-family residential development and additions to existing single-family residences. The proposed objective design standards would be consistent with the objective design standards for SB 9 unit development as required by SB 450.

Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities)
Amendments are proposed to remove subjective design compatibility requirements in Chapter 8.38 to eliminate constraints to requests for reasonable accommodations. In addition, the amendments would clarify that if the project for which reasonable accommodations are being requested also requires a discretionary approval (such as a Conditional Use Permit, General Plan Amendment, Rezoning or subdivision map), the request for reasonable accommodations must be submitted first before proceeding with the other applications.

Chapter 8.49 (Low-Barrier Navigation Centers)
Amendments are proposed to add Chapter 8.49 to establish development standards for low-barrier navigation centers and to ensure this use is constructed and operated in a manner that is consistent with the requirements and allowances of state law. A low-barrier navigation center is a temporary, service-oriented shelter that helps homeless individuals and families quickly find permanent housing.

Chapter 8.64 (Home Occupations Regulations)
An amendment is proposed to exclude Microenterprise Home Kitchen Operations (MEHKO) from the regulations in Chapter 8.64. The Alameda County Environmental Health Department is the local enforcement agency for MEHKO and issues permits to ensure they comply with state law. Therefore, no other permit is required from the City beyond a Business License.

Chapter 8.68 (Inclusionary Zoning Regulations)
Amendments are proposed to the selection criteria for affordable housing units. Eligible occupants are qualified on the basis of household income and selection is based on a point system set forth in Chapter 8.68. Amendments are proposed to the points awarded for individuals employed within the boundaries of Dublin and/or Dublin residents from three points maximum, one per household member, to three points per household to ensure fairness between smaller households and multi-member households. In addition, the amendments would add veterans to the point system with one point per household as provided in the City’s Guidelines to the Inclusionary Zoning Regulations Ordinance.

Chapter 8.76 (Off-Street Parking and Loading Regulations)
Amendments are proposed to Chapter 8.76 to remove Farm Mobile Home from the parking

table and update Agricultural Employee Housing consistent with the new land use type name.

Chapter 8.81 (SB 9 Unit Developments)
Amendments are proposed to Chapter 8.81 to allow an SB 9 unit development that involves the demolition of more than 25 percent of the exterior walls of an existing single-family residence. In addition, amendments are proposed to the objective design standards for SB 9 unit development to provide consistency with the objective design standards proposed in Chapter 8.36 for new single-family development and additions to existing single-family residences as required by SB 450.

Chapter 8.104 (Site Development Review)
An amendment is proposed to Chapter 8.104 to add development of a community clinic providing reproductive health services as a type of project that is exempt from Site Development Review.

Chapter 8.116 (Zoning Clearance)
An amendment is proposed to Chapter 8.76 to add low-barrier navigation centers as a type of use requiring ministerial review and approval of a Zoning Clearance.

Chapter 8.132 (Notice and Hearings)
An amendment is proposed to Chapter 8.132 to require a 20-day public notice of a Planning Commission hearing for a Zoning Ordinance Amendment or Rezoning affecting the permitted uses of real property as required by AB 2904.

Attachment 1 is the draft Ordinance approving the proposed Zoning Ordinance Amendments. A redlined version of the proposed Zoning Ordinance Amendments is included as Attachment 2, where underlined text is proposed to be added and text with a ~~strikethrough~~ is proposed to be deleted.

Consistency with the General Plan, Specific Plans, and Zoning Ordinance
The proposed Zoning Ordinance Amendments are consistent with the Dublin General Plan in that the amendments are necessary to comply with state law and implement programs identified in the Housing Element. Specifically, the proposed Zoning Ordinance Amendments would implement AB 626, SB 450, AB 2085 and AB2904 and Housing Element Programs B.4: Inclusionary Zoning Regulations, E.3: Reasonable Accommodations, E.4: Low-Barrier Navigation Centers and E.6: Farmworker and Employee Housing.

ENVIRONMENTAL DETERMINATION:

The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The proposed Zoning Ordinance Amendments are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the amendments will have a significant effect on the environment and are not subject to CEQA review.

PLANNING COMMISSION REVIEW:

The Planning Commission held a public hearing on May 27, 2025, to consider the proposed Zoning Ordinance Amendments and unanimously recommended approval to the City Council. Planning Commission Resolution No. 25-02 is included as Attachment 3.

STRATEGIC PLAN INITIATIVE:

Strategy 3: Housing Inclusivity and Affordability
Objective A: Implement the goals, policies, and programs in the 2023-2031 Housing Element.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

In accordance with state law, a public notice was published in the *East Bay Times* and posted at
several locations throughout the City. Additionally, the City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Approving Amendments to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.36 (Development Regulations), Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities), Chapter 8.64 (Home Occupations Regulations), Chapter 8.68 (Inclusionary Zoning Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.81 (SB 9 Unit Developments), Chapter 8.104 (Site Development Review), Chapter 8.116 (Zoning Clearance) and Chapter 8.132 (Notice and Hearings), and the Addition of Chapter 8.49 (Low-Barrier Navigation Centers)
2) Redlined Zoning Ordinance Amendments
3) Planning Commission Resolution No. 25-02 Recommending City Council Approval of Amendments to the Zoning Ordinance

ORDINANCE NO. XX - 25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AMENDMENTS TO DUBLIN MUNICIPAL CODE CHAPTER 8.08 (DEFINITIONS), CHAPTER 8.12 (ZONING DISTRICTS AND PERMITTED USES OF LAND), CHAPTER 8.36 (DEVELOPMENT REGULATIONS), CHAPTER 8.38 (REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES), CHAPTER 8.64 (HOME OCCUPATIONS REGULATIONS), CHAPTER 8.68 (INCLUSIONARY ZONING REGULATIONS), CHAPTER 8.76 (OFF-STREET PARKING AND LOADING REGULATIONS), CHAPTER 8.81 (SB 9 UNIT DEVELOPMENTS), CHAPTER 8.104 (SITE DEVELOPMENT REVIEW), CHAPTER 8.116 (ZONING CLEARANCE) AND CHAPTER 8.132 (NOTICE AND HEARINGS), AND THE ADDITION OF CHAPTER 8.49 (LOW-BARRIER NAVIGATION CENTERS) (PLPA-004154-2025)

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

A. The City occasionally initiates amendments to the Dublin Municipal Code to clarify, add, or amend certain provisions to ensure that it remains current with federal and state law, internally consistent, simple to understand and implement, and relevant to changes occurring in the community.

B. Staff has initiated amendments to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.36 (Development Regulations), Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities), Chapter 8.64 (Home Occupations Regulations), Chapter 8.68 (Inclusionary Zoning Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.81 (SB 9 Unit Developments), Chapter 8.104 (Site Development Review), Chapter 8.116 (Zoning Clearance) and Chapter 8.132 (Notice and Hearings). In addition, the proposed amendments include a new chapter, Chapter 8.49 (Low-Barrier Navigation Centers). The proposed amendments (the “Project”) would implement recent changes in state law and certain programs contained in the General Plan Housing Element.

C. The Project would implement Assembly Bill (AB) 626, Senate Bill (SB) 450, AB 2085 and AB 2904. In addition, the Project would implement General Plan Housing Element Programs B.4: Inclusionary Zoning Regulations, E.3: Reasonable Accommodations, E.4: Low-Barrier Navigation Centers, and E.6: Farmworker and Employee Housing.

D. The Planning Commission held a duly noticed public hearing on May 27, 2025, during which all interested persons were heard, and adopted Resolution No. 25-02 recommending that the City Council approve the Project.

E. A Staff Report was submitted to the Dublin City Council recommending approval of the Project.

F. The City Council held a public hearing on June 17, 2025, at which time all interested persons had an opportunity to be heard.

G. Proper notice of said hearing was given in all respects as required by law.

H. The City Council did hear and consider all said reports, recommendations, and testimony set forth above and used its independent judgement to evaluate the Project.

SECTION 2: FINDINGS

A. Pursuant to Dublin Municipal Code Section 8.120.050.B., the City Council hereby finds that the Project is consistent with the General Plan in that the proposed Zoning Ordinance Amendments are necessary to comply with state law and implement programs identified in the Housing Element. Specifically, the proposed Zoning Ordinance Amendments would implement AB 626, SB 450, AB 2085 and AB2904 and Housing Element Programs B.4: Inclusionary Zoning Regulations, E.3: Reasonable Accommodations, E.4: Low-Barrier Navigation Centers and E.6: Farmworker and Employee Housing.

B. The California Environmental Quality Act ("CEQA"), together with the State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The City Council finds that the Project is exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) as the Project would not result in any physical changes and it can be seen with certainty that there is no possibility that the Project would have a significant effect on the environment and is not subject to CEQA review.

SECTION 3: AMENDMENT TO CHAPTER 8.08

Dublin Municipal Code Section 8.08.020 is amended to delete the definition of Farm Mobile Home (use type).

Dublin Municipal Code Section 8.08.020 is amended to add the following definitions:

Agricultural Employee. The term Agricultural Employee shall mean an individual, operator, or owner who is primarily engaged in agricultural operations and derives a substantial portion of their income from such operations.

Agricultural Operation. The term Agricultural Operation shall mean farming and ranching in all its forms.

Low-Barrier Navigation Center (use type). The term Low-Barrier Navigation Center shall mean a housing-first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. A Low-Barrier Navigation Center may be non-congregate and relocatable. "Low barrier" means best practices to reduce barriers to entry, and may include, but is not limited to, the following:

a. The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth.

b. Pets.

c. The storage of possessions.

d. Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.

Microenterprise Home Kitchen Operations (use type). The term Microenterprise Home Kitchen Operations (MEHKO) shall mean a retail food facility that is operated by a resident in a private home where food is stored, handled, and prepared for service or delivery to customers, and that meets all the requirements of Health and Safety Code Section 113825, as may be amended.

Reproductive Health Services (use type). The term Reproductive Health Services shall mean services provided in a hospital, clinic, physician's office, or other facility and include medical, surgical, counseling, or referral services relating to the human reproductive system, including services relating to pregnancy or the termination of a pregnancy.

Dublin Municipal Code Section 8.08.020 is amended to amend the following definitions:

Agricultural Employee Housing (use type). The term Agricultural Employee Housing shall mean housing accommodation that is available to agricultural employees who are employed on a full-time or seasonal/temporary basis, and their families. Agricultural Employee Housing may consist of individual or group living quarters, and may include dwellings, mobile homes, manufactured homes, or other housing accommodations. Agricultural Employee Housing provides individual or shared living, sleeping, eating, cooking, and sanitation facilities, including a full kitchen and bathroom and is maintained in connection with any work or place where work is being performed whether or not rent is involved. Agricultural Employee Housing shall not be in addition to a Caretaker Residence.

Caretaker Residence (use type). The term Caretaker Residence shall mean permanent or temporary housing that is secondary or accessory to the primary use of the property. Such dwellings are used for housing a caretaker employed full-time on the site of a non-residential use where a caretaker is needed for security purposes or to provide 24-hour care or monitoring of facilities, equipment, or other conditions on the site. A Caretaker Residence shall not be in addition to Agricultural Employee Housing.

SECTION 4. AMENDMENT TO CHAPTER 8.12

Dublin Municipal Code Section 8.12.050 is amended to delete Farm Mobile Home (use type) from the land use matrix and amend portions of the land use matrix as follows:

8.12.050 Permitted and Conditionally Permitted Land Uses.

COMMERCIAL USE TYPE	A	R-1	R-2	R-M	C-O	C-N	C-1	C-2	M-P	M-1	M-2
Agricultural Employee Housing	P[5] C/ZA[5]	P[6]									
Low-Barrier Navigation Center[7]	-	-	-	-	-	-	-	-	-	-	-
Microenterprise Home Kitchen Operation	P	P	P	P	-	-	-	-	-	-	-
Reproductive Health Services	-	-	-	-	P	P	P	P	P	P	P

[5]Housing consisting of up to 36 beds in a group quarters or 12 units or spaces designed for use by a single family or household is permitted as an agricultural land use. A conditional use permit by the Zoning Administrator is required for housing consisting of more than 36 beds in a group quarters or more than 12 units or spaces designed for use by a single family or household.

[6]Permitted for six or fewer agricultural employees in a single-family residence.

[7]Permitted in the Downtown Dublin Zoning Districts, and in the Planned Development (PD) Zoning District, if the approved PD allows mixed-use or is a commercial PD permitting multifamily uses.

SECTION 5. AMENDMENT TO CHAPTER 8.36

Dublin Municipal Code Section 8.36.020 is amended to add the following:

8.36.020 Agricultural and Residential Development Regulations.

C. All new single-family residential development shall comply with the objective design standards below. Additions to single-family residences shall also comply with the objective design standards for the portion of the residence that is the proposed addition. If there is a question about the applicability of an objective design standard to a proposed addition, the Community Development Director shall make a determination. Any deviation from these standards may be reviewed through the discretionary Site Development Review process if it can be shown that the intent of the standard is met through other means.

1. **Balconies/Decks.** Balconies and decks shall not be located on an elevation directly facing a side lot line. Rooftop terraces/rooftop decks are not permitted.

2. **Building Facades and Materials.**

   a. Front elevations shall provide volumetric elements with a minimum projection of two feet beyond the plane of the facade with use of window bays, building recesses, or porches with columns. A minimum of one projection shall be provided per story.

   b. A minimum of four feet of landscaping shall be provided adjacent to the foundation of the street facing facade or porch.

   c. A minimum of three exterior building colors shall be used on the front facade.

d. Material and color changes shall occur at inside corners of walls or at architectural features that break up the wall plane

e. Facades that use stucco as the primary material shall be combined with a secondary wall material.

f. T-111 and similar plywood siding, corrugated and standing seam metal, and vinyl and plastic siding shall be prohibited, except for an addition to an existing single-family residence that has these as existing materials.

g. Fire-resistant alternatives, such as fiber cement siding, are permitted as a substitution for traditional materials such as wood shake, horizontal siding, or board and batten paneling.

3. Building Separation. A minimum separation of 15 feet shall be provided between a proposed upper story and an existing single-story or multi-story structure on an adjacent property.

4. Fenestration. Windows and glazing areas shall comply with the following:

a. Tinted windows and colored glazing are prohibited.

b. Plastic glazing shall be prohibited for windows and skylights.

c. Functional and decorative shutters shall maintain the same dimensions as the associated glazing. Functional and decorative shutters shall be half the width of the associated window glazing (for paired shutters), or matching width for a single shutter.

d. Window materials, color, and style shall be consistent on all elevations.

e. Window trim, sills, and shutters shall be differentiated with accent materials or colors that vary from the adjacent building wall surfaces.

f. Window reveals and design for additions shall match the existing windows. For new construction, windows shall be recessed at least two inches from surrounding exterior wall to the window glass surface or windows shall provide built-up sills and trim, at a minimum one-half inch thick, to create surface relief and texture.

5. Garages.

a. Front- or side-entry attached garages are permitted and shall meet the dimensional requirements specified in Chapter 8.76.

b. An attached, front-entry garage shall be set back at least four feet behind the front plane of the structure to which it is attached.

c. Garage doors located in stucco walls shall be recessed a minimum of three inches from the surrounding building wall.

d. Garage doors located in masonry, wood clad, or similar siding shall provide surrounding trim with a minimum width of three inches.

6. Impervious Area. Front and street side yard setbacks shall be limited to a total of 40 percent impervious coverage.

7. Lighting. Lighting shall comply with the following:

a. Light fixtures shall be mounted below the second story of two-story homes, unless otherwise required by the Building Code.

b. Light fixtures shall be designed to direct light downward and shielded from off-site view.

8. Mechanical Equipment. Mechanical and utility equipment shall be concealed from view from the public right-of-way. With the objective of fully screening the equipment, ground-mounted equipment shall be screened by a combination of walls or fencing and landscaped plant material up to a maximum height of four feet.

9. Refuse Containers. Refuse containers or areas shall not be located within private driveways.

10. Roof.

a. Roofs that result from alteration or addition to an existing main structure shall match the existing form and materials of the main structure.

b. Roof material and color shall be consistent throughout the entirety of the roof within each new or modified building. Nondimensional three-tab asphalt shingles, wood shake, corrugated metal, metal roll, and plastic roofing materials shall be prohibited, except for an addition to an existing single-family residence that has an existing roof with one of these roof materials.

c. Fire-resistant alternatives, such as cement S-tile roofing, are permitted as a substitution for traditional materials such as clay tile.

d. New structures that have a sloped roof shall provide a roof that has a minimum slope of 3:12. A sloped roof shall be defined as a gable, hip, cross gable roof, or any combination thereof. Mansard roofs shall be prohibited. Flat roofs that reflect modern architecture are allowed.

e. A minimum of 25 percent of the roof area shall be articulated with any combination of hip, gable, or shed dormers, except for a flat roof that is proposed with modern architecture.

f. Where there is a roof overhang, it shall be a minimum of 12 inches.

g. The roof styles and materials of detached garages and carports shall match the materials and detailing of main and accessory structures.

11. Stairs. Notwithstanding provisions in Chapter 8.36, stairs leading to an upper story shall not be allowed on a front or side building facade.

SECTION 6. AMENDMENT TO CHAPTER 8.38

Dublin Municipal Code Section 8.38.050 is amended to read as follows:

8.38.050 Development Standards and Regulations.

C. Design Compatibility. Any exterior modification to the dwelling shall use the same colors materials and textures as the existing dwelling.

D. Uncovered Access Ramp. An uncovered access ramp may be located within a front, side or rear yard setback so long as the height of the ramp does not exceed the grade level finish floor of the dwelling.

Dublin Municipal Code Section 8.38.060 is amended to read as follows:

8.38.060 Other Discretionary Permits.
No other discretionary permit shall be required for requests for reasonable accommodations. If the project for which the reasonable accommodations is being requested also requires a discretionary approval (such as a Conditional Use Permit, General Plan Amendment, Rezoning, or subdivision map), the applicant shall submit the request for reasonable accommodations application first for a determination by the Community Development Director, before proceeding with the other applications.

Dublin Municipal Code Section 8.38.070 is amended to read as follows:

8.38.070 Zoning Clearance.
In deciding whether to approve a Zoning Clearance for a request for reasonable accommodations, the Community Development Director shall base the decision on the following criteria:

SECTION 7. ADDITION OF CHAPTER 8.49

Dublin Municipal Code Chapter 8.49 is added to read as follows:

Chapter 8.49
LOW-BARRIER NAVIGATION CENTERS

8.49.010 Purpose and Intent.
The purpose of this Chapter is to establish development standards for Low-Barrier Navigation Centers and to ensure this use is constructed and operated in a manner that is consistent with the requirements and allowances of state law.

8.49.020 Permitting Procedure.
A Low-Barrier Navigation Center that meets the Development Standards and Regulations contained within this Chapter shall be approved ministerially with a Zoning Clearance and without discretionary review or a public hearing.

8.49.030 Development Standards and Regulations.
A Low-Barrier Navigation Center development is permitted in the Downtown Dublin Zoning Districts, and in the Planned Development (PD) Zoning District, if the approved PD allows mixed-use or is a commercial PD permitting multifamily uses. Any PD regulations that might be interpreted to require a Conditional Use Permit for a Low-Barrier Navigation Center shall be superseded by this Chapter. Low-Barrier Navigation Centers must meet the following requirements:

A. Connected Services. The Low-Barrier Navigation Center offers services to connect people to permanent housing through a services plan that identifies services staffing.

B. Coordinated Entry System. The Low-Barrier Navigation Center is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. “Coordinated entry system” means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.

C. Code Compliant. The Low-Barrier Navigation Center complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.

D. Homeless Management Information System. The Low-Barrier Navigation Center has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System, as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

8.49.040 Zoning Clearance.
A Zoning Clearance shall document compliance of the Low-Barrier Navigation Center with the above requirements and shall be kept on file in the Community Development Department for the duration of the operation of the Low-Barrier Navigation Center.

SECTION 8. AMENDMENT TO CHAPTER 8.64

Dublin Municipal Code Section 8.64.050 is amended to add the following:

8.64.050 Exclusions.

B. Microenterprise Home Kitchen Operations. Microenterprise Home Kitchen Operations (MEHKO) are subject to the requirements of Health and Safety Code Section 113825, as may be amended, and must obtain a permit from the Alameda County Department of Environmental Health prior to operating.

SECTION 9. AMENDMENT TO CHAPTER 8.68

Dublin Municipal Code Section 8.68.050.D. is amended to read as follows:

8.68.050 General Procedures for Implementing Inclusionary Zoning Requirements.

D. Selection Criteria. No household shall be permitted to occupy a unit that is required under this Chapter to be affordable unless the City or its designee has approved the household's eligibility. Eligible potential occupants of affordable units will be qualified on the basis of household income as defined by this Chapter. The selection criteria for a qualified household may not distinguish between adults and children. Selection of qualified person should be based on priorities established using the point system described below:

- Employed within the boundaries of the City of Dublin (3 points per household)
- Public Service employee working in the City of Dublin (1 point, one per household)
- Dublin resident (3 points per household)
- Seniors (1 point, one per household)
- Permanently disabled (1 point, one per household)
- Immediate family member of Dublin resident (1 point, one per household)
- Required to relocate from current Dublin residence due to demolition of dwelling or conversion of dwelling from rental to for-sale unit (1 point, one per household)
- Veterans (1 point, one per household)

To qualify as a "Public Service Employee," the person shall be employed by a Public Agency.

To qualify as “Employed within the boundaries of the City of Dublin,” the person shall have been employed within the City of Dublin for at least six months.

To qualify as a “Dublin resident,” the person shall have been a resident of the City of Dublin for at least a one-year period prior to the eligibility determination.

To qualify as a “Senior,” the person shall be 62 years of age or older.

SECTION 10. AMENDMENT TO CHAPTER 8.76

Dublin Municipal Code Section 8.76.080.B is amended to delete Farm Mobile Home and further amended as follows:

RESIDENTIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Agricultural Employee Housing	2 per dwelling

SECTION 11. AMENDMENT TO CHAPTER 8.81

Dublin Municipal Code Section 8.81.030 is amended to delete subsection E.

Dublin Municipal Code Section 8.81.060 is amended to delete subsections G.7, H. and U. and further amended to read as follows:

8.81.060 Standards.

B. Balconies/Decks. Balconies and decks shall not be located on an elevation directly facing a side lot line. Rooftop terraces/rooftop decks are not permitted.

C. Building Facades and Materials.

1. Street-Facing Elevations.

a. Shall provide volumetric elements with a minimum projection of two feet beyond the plane of the facade with use of window bays, building recesses, or porches with columns. A minimum of one projection shall be provided per story.

b. Shall be designed with a minimum four-foot landscaping zone adjacent to their foundation or porch.

4. Material and color changes shall occur at inside corners of walls or at architectural features that break up the wall plane.

6. T-111 and similar plywood siding, corrugated and standing seam metal, and vinyl and plastic siding shall be prohibited, except for an addition to an existing single-family residence that has these as existing materials.

E. Building Separation. A minimum separation of 15 feet shall be provided between a proposed upper story and an existing single-story or multi-story structure on an adjacent property.

H. Garages.

1. Front- or side-entry attached garages are permitted and shall meet the dimensional requirements specified in Chapter 8.76.

2. An attached, front-entry garage shall be set back at least four feet behind the front plane of the structure to which it is attached.

3. Garage doors located in stucco walls shall be recessed a minimum of three inches from the surrounding building wall.

4. Garage doors located in masonry, wood clad, or similar siding shall provide surrounding trim with a minimum width of three inches.

I. Impervious Area. Front and side yard setbacks shall be limited to a total of 40 percent impervious coverage.

J. Lighting. Lighting shall comply with the following:

1. Light fixtures shall be mounted below the second story of two-story homes, unless otherwise required by the Building Code.

2. Light fixtures shall be designed to direct light downward and shielded from off-site view.

K. Lot Coverage. The Lot Coverage for any combination of SB 9 Units and Primary Dwelling Unit shall be cumulatively limited to the maximum lot coverage allowed by the residential zoning district where the lot is located, except as required to meet the By Right Provisions of this Chapter.

L. Mechanical Equipment. Mechanical and utility equipment shall be concealed from view from the public right-of-way. With the objective of fully screening the equipment, ground-mounted equipment shall be screened by a combination of walls or fencing and landscaped plant material up to a maximum height of four feet.

M. Parking. Parking shall conform to the Off-Street Parking and Loading Regulations (Chapter 8.76) except as modified by this Chapter.

1. A minimum of one off-street parking space shall be provided per unit, except if the parcel is located within:

a. One-half mile walking distance of either a high-quality transit corridor, as defined in Public Resources Code Section 21155 or a major transit stop, as defined in the Public Resources Code Section 21064.3. The transit frequency shall be based on the schedule posted by the transit agency when the City issues the first “completeness” letter for the respective application for an SB 9 Unit Development; or

b. One block of a car share vehicle.

2. Parking spaces shall not be located within the minimum side and rear yard setbacks. Parking spaces within an enclosed structure are encouraged.

N. Refuse Containers. Refuse containers or areas shall not be located within private.

O. Rental Restrictions. Rental of any SB 9 Units or Primary Dwelling Unit shall not be less than for 30 consecutive days. Prior to the construction of an SB 9 Unit, a deed restriction, in a form approved

by the City Attorney, shall be recorded setting forth this limitation, and that the deed restriction may be enforced against future purchasers.

P. Roof.

1. Roofs that result from alteration or addition to an existing main structure shall match the existing form and materials of the main structure.

2. Roof material and color shall be consistent throughout the entirety of the roof within each new or modified building. Nondimensional three-tab asphalt shingles, wood shake, and corrugated metal, metal roll, and plastic roofing materials shall be prohibited, except for an addition to an existing main structure that has an existing roof with one of these roof types.

3. Fire-resistant alternatives, such as cement S-tile roofing, are permitted as a substitution for traditional materials such as clay tile.

4. New structures that have a sloped roof shall provide a roof that has a minimum slope of 3:12. A sloped roof shall be defined as a gable, hip, cross gable roof, or any combination thereof. Mansard roofs shall be prohibited. Flat roofs that reflect modern architecture are allowed.

5. A minimum of 25 percent of the roof area shall be articulated with any combination of hip, gable, or shed dormers, except for a flat roof that is proposed with modern architecture.

6. Where there is a roof overhang, it shall be a minimum of 12 inches.

7. The roof styles and materials of detached garages and carports shall match the materials and detailing of main and accessory structures.

Q. Separate Connections.

1. All attached or detached SB 9 Units shall have separate utility connections and meters.

2. Any attached or detached Accessory Dwelling Unit that becomes reclassified to a Primary Dwelling Unit as a result of an SB 9 Unit Development shall have separate utility connections and meters.

R. Separate Conveyance. SB 9 Units shall be designed for separate conveyance, as defined in this Chapter, in accordance with applicable building and fire code requirements.

S. Stairs. Notwithstanding provisions in Chapter 8.36, stairs leading to an upper story shall not be allowed on a front or side building facade.

SECTION 12. AMENDMENT TO CHAPTER 8.104

Dublin Municipal Code Section 8.104.020 is amended to add the following:

8.104.020 Exemptions from Site Development Review.

L. Reproductive Health Services. Development of a community clinic providing reproductive health services provided that the development complies with all applicable objective design standards, would not require demolition of a historic structure, would not be located on a site described in Government Code Section 65913.4(a)(6), would not likely result in adverse impacts to tribal cultural resources, and would not require demolition of housing.

SECTION 13. AMENDMENT TO CHAPTER 8.116

Dublin Municipal Code Section 8.116.020 is amended to add the following:

8.116.020 Applications Requiring a Zoning Clearance.

M. Low-Barrier Navigation Centers. Requests to establish and operate a Low-Barrier Navigation Center that meet the standards specified in Chapter 8.49 (Low-Barrier Navigation Center).

SECTION 14. AMENDMENT TO CHAPTER 8.132

Dublin Municipal Code Section 8.132.030 is amended to read as follows:

8.132.030 Notice of Public Hearing.

A. Timing. Notice shall be given not less than 10 days before the date of a scheduled public hearing, except notice of a Zoning Ordinance Amendment affecting the permitted uses of real property or a Rezoning shall be given not less than 20 days before the date of a scheduled Planning Commission public hearing.

SECTION 15. POSTING OF ORDINANCE

The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three public spaces in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

SECTION 16. EFFECTIVE DATE

This Ordinance shall take effect 30 days following its adoption.

PASSED AND ADOPTED BY the City Council of the City of Dublin, on this ___ day of _____ 2025, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Chapter 8.08
DEFINITIONS

8.08.020 Definitions (A-Z).

Agricultural Employee. The term Agricultural Employee shall mean an individual, operator, or owner who is primarily engaged in agricultural operations and derives a substantial portion of their income from such operations.

Agricultural Employee Housing (use type). The term Agricultural Employee Housing shall mean housing accommodation that is available to agricultural employees who are employed on a full-time or seasonal/temporary basis, and their families. Agricultural Employee Housing may consist of individual or group living quarters, and may include dwellings, mobile homes, manufactured homes, or other housing accommodations. Agricultural Employee Housing provides individual or shared living, sleeping, eating, cooking, and sanitation facilities, including a full kitchen and bathroom and is maintained in connection with any work or place where work is being performed whether or not rent is involved. ~~dwellings and/or living quarters for farm laborers, or other types of dwellings determined to be substantially similar to the above by the Director of Community Development.~~ Agricultural Employee Housing shall not be in addition to a Caretaker Residence ~~or a Farm Mobile Home~~.

Agricultural Operation. The term Agricultural Operation shall mean farming and ranching in all its forms.

Caretaker Residence (use type). The term Caretaker Residence shall mean permanent or temporary housing that is secondary or accessory to the primary use of the property. Such dwellings are used for housing a caretaker employed full-time on the site of a non-residential use where a caretaker is needed for security purposes or to provide 24-hour care or monitoring of facilities, equipment, or other conditions on the site. A Caretaker Residence shall not be in addition to Agricultural Employee Housing ~~or a Farm Mobile Home~~.

~~**Farm Mobile Home (use type).** The term Farm Mobile Home shall mean a mobile home as defined in this Title which is used for the housing of a full-time employee (and family) of the farm on which it is located where that farm has a minimum size of 50 acres and where it can be demonstrated that security cannot be obtained by existing single family dwelling occupancy.~~

Low-Barrier Navigation Center (use type). The term Low-Barrier Navigation Center shall mean a housing-first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. A Low-Barrier Navigation Center may be non-congregate and relocatable. “Low barrier” means best practices to reduce barriers to entry, and may include, but is not limited to, the following:

a. The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth.

b. Pets.

c. The storage of possessions.

d. Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.

Microenterprise Home Kitchen Operations (use type). The term Microenterprise Home Kitchen Operations (MEHKO) shall mean a retail food facility that is operated by a resident in a private home where food is stored, handled, and prepared for service or delivery to customers, and that meets all the requirements of Health and Safety Code Section 113825, as may be amended.

Reproductive Health Services (use type). The term Reproductive Health Services shall mean services provided in a hospital, clinic, physician's office, or other facility and include medical, surgical, counseling, or referral services relating to the human reproductive system, including services relating to pregnancy or the termination of a pregnancy.

Chapter 8.12
ZONING DISTRICTS AND PERMITTED USES OF LAND

8.12.050 Permitted and Conditionally Permitted Land Uses.

COMMERCIAL USE TYPE	A	R-1	R-2	R-M	C-O	C-N	C-1	C-2	M-P	M-1	M-2
Agricultural Employee Housing	P[5] C/ZA[5]	P[6]									
~~Farm Mobile Home~~	~~C/ZA~~	-	-	-	-	-	-	-	-	-	-
Low-Barrier Navigation Center[7]	-	-	-	-	-	-	-	-	-	-	-
Microenterprise Home Kitchen Operation	P	P	P	P	-	-	-	-	-	-	-
Reproductive Health Services	-	-	-	-	P	P	P	P	P	P	P

[5]Housing consisting of up to 36 beds in a group quarters or 12 units or spaces designed for use by a single family or household is permitted as an agricultural land use. A conditional use permit by the Zoning Administrator is required for housing consisting of more than 36 beds in a group quarters or more than 12 units or spaces designed for use by a single family or household.

[6]Permitted for six or fewer agricultural employees in a single-family residence.

[7]Permitted in the Downtown Dublin Zoning Districts, and in the Planned Development (PD) Zoning District, if the approved PD allows mixed-use or is a commercial PD permitting multifamily uses.

Chapter 8.36
DEVELOPMENT REGULATIONS

8.36.020 Agricultural and Residential Development Regulations.
It is required that every building shall be built upon a site which conforms to the General Plan, applicable Specific Plans, and the following development regulations:

C. All new single-family residential development shall comply with the objective design standards below. Additions to single-family residences shall also comply with the objective design standards for the portion of the residence that is the proposed addition. If there is a question about the applicability of an objective design standard to a proposed addition, the Community Development Director shall make a determination. Any deviation from these standards may be reviewed through the discretionary Site Development Review process if it can be shown that the intent of the standard is met through other means.

1. **Balconies/Decks.** Balconies and decks shall not be located on an elevation directly facing a side lot line. Rooftop terraces/rooftop decks are not permitted.

2. **Building Facades and Materials.**

   a. Front elevations shall provide volumetric elements with a minimum projection of two feet beyond the plane of the facade with use of window bays, building recesses, or porches with columns. A minimum of one projection shall be provided per story.

   b. A minimum of four feet of landscaping shall be provided adjacent to the foundation of the street facing facade or porch.

   c. A minimum of three exterior building colors shall be used on the front facade.

   d. Material and color changes shall occur at inside corners of walls or at architectural features that break up the wall plane.

   e. Facades that use stucco as the primary material shall be combined with a secondary wall material.

   f. T-111 and similar plywood siding, corrugated and standing seam metal, and vinyl and plastic siding shall be prohibited, except for an addition to an existing single-family residence that has these as existing materials.

   g. Fire-resistant alternatives, such as fiber cement siding, are permitted as a substitution for traditional materials such as wood shake, horizontal siding, or board and batten paneling.

3. Building Separation. A minimum separation of 15 feet shall be provided between a proposed upper story and an existing single-story or multi-story structure on an adjacent property.

4. Fenestration. Windows and glazing areas shall comply with the following:

a. Tinted windows and colored glazing are prohibited.

b. Plastic glazing shall be prohibited for windows and skylights.

c. Functional and decorative shutters shall maintain the same dimensions as the associated glazing. Functional and decorative shutters shall be half the width of the associated window glazing (for paired shutters), or matching width for a single shutter.

d. Window materials, color, and style shall be consistent on all elevations.

e. Window trim, sills, and shutters shall be differentiated with accent materials or colors that vary from the adjacent building wall surfaces.

f. Window reveals and design for additions shall match the existing windows. For new construction, windows shall be recessed at least two inches from surrounding exterior wall to the window glass surface or windows shall provide built-up sills and trim, at a minimum one-half inch thick, to create surface relief and texture.

5. Garages.

a. Front- or side-entry attached garages are permitted and shall meet the dimensional requirements specified in Chapter 8.76.

b. An attached, front-entry garage shall be set back at least four feet behind the front plane of the structure to which it is attached.

c. Garage doors located in stucco walls shall be recessed a minimum of three inches from the surrounding building wall.

d. Garage doors located in masonry, wood clad, or similar siding shall provide surrounding trim with a minimum width of three inches.

6. Impervious Area. Front and street side yard setbacks shall be limited to a total of 40 percent impervious coverage.

7. Lighting. Lighting shall comply with the following:

a. Light fixtures shall be mounted below the second story of two-story homes, unless otherwise required by the Building Code.

b. Light fixtures shall be designed to direct light downward and shielded from off-site view.

8. Mechanical Equipment. Mechanical and utility equipment shall be concealed from view from the public right-of-way. With the objective of fully screening the

equipment, ground-mounted equipment shall be screened by a combination of walls or fencing and landscaped plant material up to a maximum height of four feet.

9. Refuse Containers. Refuse containers or areas shall not be located within private driveways.

10. Roof.

a. Roofs that result from alteration or addition to an existing main structure shall match the existing form and materials of the main structure.

b. Roof material and color shall be consistent throughout the entirety of the roof within each new or modified building. Nondimensional three-tab asphalt shingles, wood shake, corrugated metal, metal roll, and plastic roofing materials shall be prohibited, except for an addition to an existing single-family residence that has an existing roof with one of these roof materials.

c. Fire-resistant alternatives, such as cement S-tile roofing, are permitted as a substitution for traditional materials such as clay tile.

d. New structures that have a sloped roof shall provide a roof that has a minimum slope of 3:12. A sloped roof shall be defined as a gable, hip, cross gable roof, or any combination thereof. Mansard roofs shall be prohibited. Flat roofs that reflect modern architecture are allowed.

e. A minimum of 25 percent of the roof area shall be articulated with any combination of hip, gable, or shed dormers, except for a flat roof that is proposed with modern architecture.

f. Where there is a roof overhang, it shall be a minimum of 12 inches.

g. The roof styles and materials of detached garages and carports shall match the materials and detailing of main and accessory structures.

11. Stairs. Notwithstanding provisions in Chapter 8.36, stairs leading to an upper story shall not be allowed on a front or side building facade.

Chapter 8.38
REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

8.38.050 Development Standards and Regulations.
A Zoning Clearance shall be issued if the request for reasonable accommodations complies with the following development standards and regulations:

C. Design Compatibility. Any exterior modification to the dwelling shall use the same colors materials and textures as ~~is designed to be compatible with the architectural character, colors and texture of~~ the existing dwelling ~~and surrounding neighborhood~~.

~~**D. Side Yard Setbacks.** For additions to a dwelling, a minimum side yard setback of 5 feet is maintained.~~

~~**E. Rear Yard Setbacks.** For additions to a dwelling, a minimum rear yard setback of 10 feet is maintained.~~

~~**F. Lot Coverage.** The maximum lot coverage does not exceed 50% for a one-story dwelling or 45% for a two-story dwelling.~~

~~**G.**~~**D.** **Uncovered Access Ramp.** An uncovered access ramp may be located within a front, side or rear yard setback so long as the height of the ramp does not exceed the grade level finish floor of the dwelling.

8.38.060 Other Discretionary Permits.
No other discretionary permit shall be required for requests for reasonable accommodations ~~if the above development standards and regulations can be met. If the above development standards and regulations cannot be met, an application for Site Development Review may be applied for and processed in accordance with the provisions of the Zoning Ordinance~~. If the project for which the reasonable accommodations is being requested also requires a discretionary approval (such as a Conditional Use Permit, General Plan Amendment, Rezoning, or subdivision map), the applicant shall submit the request for reasonable accommodations application first for a determination by the Community Development Director, before proceeding with the other applications.

8.38.070 ~~Site Development Review~~ Zoning Clearance.
~~Where Site Development Review is requested for reasonable accommodations, all required findings contained in Chapter 8.104 (Site Development Review) shall apply and~~ In deciding whether to approve a Zoning Clearance for a request for reasonable accommodations, the Community Development Director shall base the decision on the following criteria ~~additional findings shall be made in approving the request~~:

A. The parcel and/or housing, which are the subject of the reasonable accommodation request, will be occupied as the primary residence by an individual protected under the Fair Housing Laws.

B. The request for reasonable accommodations is necessary to make specific housing available to one or more individuals protected under the Fair Housing Laws.

C. The requested reasonable accommodation will not impose an undue financial or administrative burden on the City.

D. The requested reasonable accommodation will not require a fundamental alteration of the zoning laws of the City.

E. The requested reasonable accommodation 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.

F. The requested reasonable accommodation will not be injurious to property or improvements in the neighborhood.

Chapter 8.49
LOW-BARRIER NAVIGATION CENTERS

8.49.010 Purpose and Intent.
The purpose of this Chapter is to establish development standards for Low-Barrier Navigation Centers and to ensure this use is constructed and operated in a manner that is consistent with the requirements and allowances of state law.

8.49.020 Permitting Procedure.
A Low-Barrier Navigation Center that meets the Development Standards and Regulations contained within this Chapter shall be approved ministerially with a Zoning Clearance and without discretionary review or a public hearing.

8.49.030 Development Standards and Regulations.
A Low-Barrier Navigation Center development is permitted in the Downtown Dublin Zoning Districts, and in the Planned Development (PD) Zoning District, if the approved PD allows mixed-use or is a commercial PD permitting multifamily uses. Any PD regulations that might be interpreted to require a Conditional Use Permit for a Low-Barrier Navigation Center shall be superseded by this Chapter. Low-Barrier Navigation Centers must meet the following requirements:

A. Connected Services. The Low-Barrier Navigation Center offers services to connect people to permanent housing through a services plan that identifies services staffing.

B. Coordinated Entry System. The Low-Barrier Navigation Center is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. “Coordinated entry system” means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.

C. Code Compliant. The Low-Barrier Navigation Center complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.

D. Homeless Management Information System. The Low-Barrier Navigation Center has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System, as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

8.49.040 Zoning Clearance.
A Zoning Clearance shall document compliance of the Low-Barrier Navigation Center with the above requirements and shall be kept on file in the Community Development Department for the duration of the operation of the Low-Barrier Navigation Center.

Chapter 8.64
HOME OCCUPATIONS REGULATIONS

8.64.050 Exclusions.
The following uses are excluded from regulation under this Chapter:

B. Microenterprise Home Kitchen Operations. Microenterprise Home Kitchen Operations (MEHKO) are subject to the requirements of Health and Safety Code Section 113825, as may be amended, and must obtain a permit from the Alameda County Department of Environmental Health prior to operating.

Chapter 8.68
INCLUSIONARY ZONING REGULATIONS

8.68.050 General Procedures for Implementing Inclusionary Zoning Requirements.

D. Selection Criteria. No household shall be permitted to occupy a unit that is required under this Chapter to be affordable unless the City or its designee has approved the household's eligibility. Eligible potential occupants of affordable units will be qualified on the basis of household income as defined by this Chapter. The selection criteria for a qualified household may not distinguish between adults and children. Selection of qualified person should be based on priorities established using the point system described below:

- Employed within the boundaries of the City of Dublin (3 points ~~maximum, one~~ per household ~~member~~)
- Public Service employee working in the City of Dublin (1 point, one per household)
- Dublin resident (3 points ~~maximum, one~~ per household ~~member~~)
- Seniors (1 point, one per household)
- Permanently disabled (1 point, one per household)
- Immediate family member of Dublin resident (1 point, one per household)
- Required to relocate from current Dublin residence due to demolition of dwelling or conversion of dwelling from rental to for-sale unit (1 point, one per household)
- Veterans (1 point, one per household)

To qualify as "Employed within the boundaries of the City of Dublin," the person shall have been employed within the City of Dublin for at least six months.

To qualify as a "Public Service Employee," the person shall be employed by a Public Agency.

To qualify as a "Dublin resident," the person shall have been a resident of the City of Dublin for at least a one-year period prior to the eligibility determination.

To qualify as a "Senior," the person shall be 62 years of age or older.

Chapter 8.76
OFF-STREET PARKING AND LOADING

B. Residential Use Types. Residential Use Types shall provide off-street parking spaces as follows:

RESIDENTIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Agricultural Employee Housing	2 per dwelling
~~Farm Mobile Home~~	~~2 per dwelling~~

Chapter 8.81
SB 9 UNIT DEVELOPMENTS

8.81.030 Applicability.
The provisions of this Chapter are applicable to SB 9 Unit Developments on lots within the R-1 (Single-Family Residential) zoning district or any Planned Development District where Single-Family Residential uses are allowed. This Chapter shall not apply in the following situations:

~~**E.** Projects involving the demolition of more than 25 percent of the existing exterior structural walls, unless the site has not been occupied by a rental tenant within any time in the last three years.~~

8.81.060 Standards.

B. Balconies/Decks. Balconies and decks shall not be located on an elevation directly facing a side lot line. ~~Allowed balconies shall be located a minimum of 10 feet from the rear property lines.~~ Rooftop terraces/rooftop decks are not permitted.

C. Building Facades and Materials.

1. Street-Facing Elevations.

a. Shall provide volumetric elements with a minimum projection of two feet beyond the plane of the facade with use of window bays, building recesses, or porches with columns. A minimum of one projection shall be provided per story.

b. Shall be designed with a minimum four-foot landscaping zone adjacent to their foundation or porch ~~face~~.

4. ~~Transitions for both~~ Material and color changes shall occur ~~be located~~ at ~~interior~~ inside corners of walls or at architectural features that break up the wall plane.

6. T-111 and similar plywood siding, corrugated and standing seam metal, and vinyl and plastic siding~~, and foam and stucco trim facade materials~~ shall be prohibited, except for an addition to an existing single-family residence that has these as existing materials.

E. Building Separation. A minimum separation of 15 feet shall be provided between a proposed upper story and an existing single-story or multi-story structure on an adjacent property.

~~**1. Single-Story Structures.** A minimum separation of 15 feet shall be provided between the upper story and a single-story structure on an adjacent property.~~

~~**2. Multi-Story Structures.** A minimum separation of 20 feet shall be provided between the upper story and a multi-story structure on an adjacent property.~~

G. Fenestration. Windows and glazing areas shall comply with the following:

~~**7.** Simulated mullions shall be allowed only when mullions are located on both the inside and outside faces of the glazing.~~

~~**H. Floor Area.** The floor area of the upper stories shall be limited to 40 percent of the floor area of the first floor.~~

~~I.~~H. **Garages.**

1. Front- or side-entry attached garages are permitted and shall meet the dimensional requirements specified in Chapter 8.76.

2. An attached, front-entry garage shall be set back at least four feet behind the front plane of the structure to which it is attached.

3. Garage doors located in stucco walls shall be recessed a minimum of three inches from the surrounding building wall.

4. Garage doors located in masonry, wood clad, or similar siding shall provide surrounding trim with a minimum width of three inches.

~~J.~~I. **Impervious Area.** Front and street side yard setbacks shall be limited to a total of 40 percent impervious coverage.

~~K.~~J. **Lighting.** ~~The following information for proposed exterior lighting fixtures shall be provided~~ Lighting shall comply with the following:

1. Light fixtures shall be mounted below the second story of two-story homes, unless otherwise required by the Building Code.

2. Light fixtures shall be designed to direct light downward and shielded from off-site view.

~~1. Manufacturer cut sheets with Backlight/Uplight/Glare (B.U.G.) rating.~~

~~2. Lighting locations indicated on building and/or site plans.~~

~~3. Mounting heights.~~

~~4. Exterior light fixtures shall be shielded from view off the site.~~

~~L.~~K. **Lot Coverage.** The Lot Coverage for any combination of SB 9 Units and Primary Dwelling Unit shall be cumulatively limited to the maximum lot coverage allowed by the residential zoning district where the lot is located, except as required to meet the By Right Provisions of this Chapter.

~~M.~~L. **Mechanical Equipment.** Mechanical and utility equipment shall be concealed from view from the public right-of-way. With the objective of fully screening the equipment, ground-mounted equipment shall be screened by a combination of walls or fencing and landscaped plant material up to a maximum height of four feet.

~~N.~~M. **Parking.** Parking shall conform to the Off-Street Parking and Loading Regulations (Chapter 8.76) except as modified by this Chapter.

1. A minimum of one off-street parking space shall be provided per unit, except if the parcel is located within:

   a. One-half mile walking distance of either a high-quality transit corridor, as defined in Public Resources Code Section 21155 or a major transit stop, as defined in the Public Resources Code Section 21064.3. The transit frequency

shall be based on the schedule posted by the transit agency when the City issues the first "completeness" letter for the respective application for an SB 9 Unit Development; or

b. One block of a car share vehicle.

2. Parking spaces shall not be located within the minimum side and rear yard setbacks. Parking spaces within an enclosed structure are encouraged.

~~O.~~**N.** **Refuse Containers.** Refuse containers or areas shall not be located within private driveways ~~or be visible from the public right-of-way~~.

~~P.~~**O.** **Rental Restrictions.** Rental of any SB 9 Units or Primary Dwelling Unit shall not be less than for 30 consecutive days. Prior to the construction of an SB 9 Unit, a deed restriction, in a form approved by the City Attorney, shall be recorded setting forth this limitation, and that the deed restriction may be enforced against future purchasers.

~~Q.~~**P.** **Roof.**

1. Roofs that result from alteration or addition to an existing main structure shall match the existing ~~slope,~~ form~~,~~ and materials of the main structure.

2. Roof material and color shall be consistent throughout the entirety of the roof within each new or modified building. ~~Except where its use is documented on existing adjacent structures, n~~ Nondimensional three-tab asphalt shingles, wood shake ~~roofing~~, and corrugated metal, metal roll ~~and standing seam~~, and plastic roofing materials shall be prohibited, except for an addition to an existing main structure that has an existing roof with one of these roof types.

3. Fire-resistant alternatives, such as cement S-tile roofing, are permitted as a substitution for traditional materials such as clay tile.

4. New structures that have a sloped roof shall provide a roof that has a minimum slope of 3:12. A sloped roof shall be defined as a gable, hip, cross gable roof, or any combination thereof. Mansard roofs shall be prohibited. Flat roofs that reflect modern architecture are allowed.

5. A minimum of 25 percent of the roof area shall be articulated with any combination of hip, gable, or shed dormers, except for a flat roof that is proposed with modern architecture.

6. Where there is a roof overhang, it ~~Roofs~~ shall be ~~have~~ a minimum ~~overhang~~ of 12 inches.

7. The roof styles and materials of detached garages and carports shall match the materials and detailing of main and accessory structures.

~~R.~~**Q.** **Separate Connections.**

1. All attached or detached SB 9 Units shall have separate utility connections and meters.

2. Any attached or detached Accessory Dwelling Unit that becomes reclassified to a Primary Dwelling Unit as a result of an SB 9 Unit Development shall have separate utility connections and meters.

~~S.~~**R.** **Separate Conveyance.** SB 9 Units shall be designed for separate conveyance, as defined in this Chapter, in accordance with applicable building and fire code requirements.

~~T.~~**S.** **Stairs.** Notwithstanding provisions in Chapter 8.36, stairs leading to an upper story shall not be allowed on a front or side building facade. ~~shall be fully enclosed within the interior of a unit. A staircase on the exterior of a unit shall not be permitted.~~

~~**U. Street Frontage.**~~

~~**1. Interior Lots.** The front entry of at least one unit shall be oriented to the street.~~

~~**2. Corner Lots.** The front entry of each unit shall be oriented to face a street, and the front entry of each unit shall not face the same street.~~

~~**3. Connectivity.** Street-facing entries shall be clearly identifiable and connected to the street by a pedestrian path with a minimum width of five feet.~~

~~**4. Porch/Stoop.** Street-facing entries shall provide either a porch or stoop that is a minimum of seven feet wide and five feet deep. Unroofed porches or stoops, with three open sides and not greater than six feet above the ground level, may not project more than three feet in the front yard setback and may not project more than two feet into the side yard setback.~~

Chapter 8.104
SITE DEVELOPMENT REVIEW

8.104.020 Exemptions from Site Development Review.
The permit requirements of this Chapter do not apply to the following:

L. Reproductive Health Services. Development of a community clinic providing reproductive health services provided that the development complies with all applicable objective design standards, would not require demolition of a historic structure, would not be located on a site described in Government Code Section 65913.4(a)(6), would not likely result in adverse impacts to tribal cultural resources, and would not require demolition of housing.

Chapter 8.116
ZONING CLEARANCE

8.116.020 Applications Requiring a Zoning Clearance.

M. Low-Barrier Navigation Centers. Requests to establish and operate a Low-Barrier Navigation Center that meet the standards specified in Chapter 8.49 (Low-Barrier Navigation Center).

Chapter 8.132
NOTICE AND HEARINGS

8.132.030 Notice of Public Hearing.
When a public hearing is required by this Title, notice shall be given as follows:

A. Timing. Notice shall be given not less than 10 days before the date of a scheduled public hearing, except notice of a Zoning Ordinance Amendment affecting the permitted uses of real property or a Rezoning shall be given not less than 20 days before the date of a scheduled Planning Commission public hearing.

RESOLUTION NO. 25 – 02

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DUBLIN

RECOMMENDING CITY COUNCIL APPROVAL OF AMENDMENTS TO DUBLIN MUNICIPAL CODE CHAPTER 8.08 (DEFINITIONS), CHAPTER 8.12 (ZONING DISTRICTS AND PERMITTED USES OF LAND), CHAPTER 8.36 (DEVELOPMENT REGULATIONS), CHAPTER 8.38 (REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES), CHAPTER 8.64 (HOME OCCUPATIONS REGULATIONS), CHAPTER 8.68 (INCLUSIONARY ZONING REGULATIONS), CHAPTER 8.76 (OFF-STREET PARKING AND LOADING), CHAPTER 8.81 (SB 9 UNIT DEVELOPMENTS), CHAPTER 8.104 (SITE DEVELOPMENT REVIEW), CHAPTER 8.116 (ZONING CLEARANCE) AND CHAPTER 8.132 (NOTICE AND HEARINGS), AND THE ADDITION OF CHAPTER 8.49 (LOW-BARRIER NAVIGATION CENTERS) (PLPA-004154-2025)

WHEREAS, the City occasionally initiates amendments to the Dublin Municipal Code to clarify, add, or amend certain provisions to ensure that it remains current with federal and state law, internally consistent, simple to understand and implement, and relevant to changes occurring in the community; and

WHEREAS, Staff has initiated amendments to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.36 (Development Regulations), Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities), Chapter 8.64 (Home Occupations Regulations), Chapter 8.68 (Inclusionary Zoning Regulations), Chapter 8.76 (Off-Street Parking and Loading), Chapter 8.81 (SB 9 Unit Developments), Chapter 8.104 (Site Development Review), Chapter 8.116 (Zoning Clearance) and Chapter 8.132 (Notice and Hearings). In addition, the proposed amendments include a new chapter, Chapter 8.49 (Low-Barrier Navigation Centers). The proposed amendments (the "Project") would implement recent changes in state law and certain programs contained in the General Plan Housing Element; and

WHEREAS, the Project would implement Assembly Bill (AB) 626, Senate Bill (SB) 450, AB 2085 and AB 2904. In addition, the Project would implement General Plan Housing Element Programs B.4: Inclusionary Zoning Regulations, E.3: Reasonable Accommodations, E.4: Low-Barrier Navigation Centers, and E.6: Farmworker and Employee Housing; and

WHEREAS, the California Environmental Quality Act ("CEQA"), together with the State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared; and

WHEREAS, the Planning Commission recommends that the City Council find the Project exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) as the Project would not result in any physical changes and it can be seen with certainty that there is no possibility that the Project would have a significant effect on the environment and is not subject to CEQA review; and

WHEREAS, the Planning Commission held a duly noticed public hearing on May 27, 2025, during which all interested persons were heard; and

WHEREAS, proper notice of said hearing was given in all respects as required by law; and

WHEREAS, a Staff Report dated May 27, 2025, was submitted to the Dublin Planning Commission recommending approval of the proposed amendments to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.36 (Development Regulations), Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities), Chapter 8.64 (Home Occupations Regulations), Chapter 8.68 (Inclusionary Zoning Regulations), Chapter 8.76 (Off-Street Parking and Loading), Chapter 8.81 (SB 9 Unit Developments), Chapter 8.104 (Site Development Review), Chapter 8.116 (Zoning Clearance) and Chapter 8.132 (Notice and Hearings), and the addition of a new chapter, Chapter 8.49 (Low-Barrier Navigation Centers); and

WHEREAS, the Planning Commission did hear and consider all said reports, recommendations and testimony herein above set forth and used its independent judgment to evaluate the recommendations.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are true and correct and made a part of this Resolution.

BE IT FURTHER RESOLVED that the City of Dublin Planning Commission does hereby recommend that the City Council adopt the Ordinance attached hereto as **Exhibit A** and incorporated herein by reference.

PASSED, APPROVED AND ADOPTED this 27th day of May 2025, by the following vote:

AYES: Aini, Badami, Han, Prasath, Rashid

NOES:

ABSENT:

ABSTAIN:

Signed by:
D5C7A1DA847B4F8...
Planning Commission Chair

ATTEST:

DocuSigned by:
Amy Million
5C1B0B8A9F1F4A5...
Assistant Community Development Director

LEGISLATION/HOUSING ELEMENT IMPLEMENTATION – ZONING ORDINANCE AMENDMENTS

City Council Meeting

June 17, 2025

DUBLIN
CALIFORNIA

Background

- City-initiated amendments to Zoning Ordinance
- Compliance with state law:
  - AB 626: Microenterprise Home Kitchen Operations
  - SB 450: Amendments to California HOME Act (SB 9)
  - AB 2085: Community Clinics
  - AB 2904: Zoning Ordinance Notices
- Implement the following Housing Element Programs:
  - B.4: Inclusionary Zoning Regulations
  - E.3: Reasonable Accommodations
  - E.4: Low-Barrier Navigation Centers
  - E.6: Farm Worker and Employee Housing

Proposed Amendments

- DMC Chapter 8.08 (Definitions)
  - Add definitions of Agricultural Employee, Agricultural Operation, Low-Barrier Navigation Center, Microenterprise Home Kitchen Operations (MEHKO) and Reproductive Health Center
  - Change definitions of Agricultural Housing and Caretaker Residence
  - Delete definition of Farm Mobile Home

Proposed Amendments

- DMC Chapter 8.12 (Zoning Districts and Permitted Uses of Land)
  - Permit Agricultural Employee Housing in A and R-1 zoning districts
    - 36 beds in group quarters or 12 units or spaces in A zoning district
    - Six or fewer persons in R-1 zoning district
  - Delete Farm Mobile Home

Proposed Amendments

- DMC Chapter 8.12 (Zoning Districts and Permitted Uses of Land)
  - Permit Low-Barrier Navigation Centers in Downtown Dublin zoning districts or commercial PDs that permit multifamily
  - Permit MEHKO in A, R-1, R-2 and R-M zoning districts
  - Permit Reproductive Health Service in all commercial and industrial zoning districts

Proposed Amendments

- DMC Chapter 8.36 (Development Regulations)
  - Add objective design standards for new single-family homes and additions to existing single-family homes
  - Objective design standards would be consistent with standards for SB 9 Unit Development

Proposed Amendments

- DMC Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities)
  - Remove subjective design compatibility requirements
  - Clarify that if project requires discretionary approval, request for reasonable accommodations must be submitted first

Proposed Amendments

- DMC Chapter 8.49 (Low-Barrier Navigation Center)
  - Temporary, service-oriented shelter that helps homeless individuals and families quickly find permanent housing
  - Establish standards for low-barrier navigation centers
  - Ensure use is constructed and operated consistent with requirements and allowances of state law

Proposed Amendments

- DMC Chapter 8.64 (Home Occupations Regulations)
  - Exclude MEHKO from Home Occupation requirements
  - Alameda County Environmental Health Department is local enforcement agency and issues permits for MEHKO

Proposed Amendments

- DMC Chapter 8.68 (Inclusionary Zoning Regulations)
  - Amend selection criteria for affordable housing units and points awarded to individuals employed and/or living in Dublin
    - From three points maximum per <u>household member</u> to three points per <u>household</u>
    - Clarify public service employees awarded one point, <u>one per household</u>
  - Add veterans to point system with one point per household
  - Add qualifying age for a senior of 62 years or older

Proposed Amendments

- DMC Chapter 8.76 (Off-Street Parking and Loading Regulations)
  - Amend proposed to parking table to delete Farm Mobile Home
  - Update Agricultural Employee Housing

Proposed Amendments

- DMC Chapter 8.81 (SB 9 Unit Development)
  - Delete requirement that SB 9 unit development not involve demolition of more than 25% of existing single-family home
  - Amend objective design standards for consistency with objective design standards proposed for new single-family homes and additions to existing single-family homes

Proposed Amendments

- DMC Chapter 8.104 (Site Development Review)
  - Add development of community care clinic providing reproductive health service as a project exempt from Site Development Review

Proposed Amendments

- DMC Chapter 8.116 (Zoning Clearance)
  - Add low-barrier navigation center as a use that requires ministerial approval of Zoning Clearance

Proposed Amendments

- DMC Chapter 8.132 (Notice and Hearing)
  - Amend Planning Commission public hearing notice requirement for Zoning Ordinance Amendments affecting permitted land uses from 10 days to 20 days

Planning Commission

- On May 27, 2025, Planning Commission held a public hearing, considered the proposed Zoning Ordinance Amendments and unanimously recommended approval to City Council

Recommendation

- *Waive the reading and INTRODUCE* the **Ordinance** approving the proposed Zoning Ordinance Amendments with the following corrections:
  - Page 4. DMC Section 8.36.020.C.2.b. **Building Facades and Materials.** A minimum of four feet of landscaping shall be provided adjacent to the foundation or street facing façade or porch, unless the property is in a special fire area with more restrictive standards.

Recommendation

- Page 9. DMC Section 8.81.060.C.1.b. **Street Facing Elevations**. Shall be designed with a minimum four-foot landscaping zone adjacent to their foundation or porch, unless the property is in a special fire area with more restrictive standards.
- Page 10. DMC Section 8.81.060.N. **Refuse Containers**. Refuse containers or areas shall not be located within private driveways.

Agenda Item 7.1

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Proposed Fiscal Year 2025-26 Budget
Prepared by: Jay Baksa, Finance Director

EXECUTIVE SUMMARY:

The City Council will consider approval of the Proposed Budget for Fiscal Year 2025-26 and related salary plans.

STAFF RECOMMENDATION:

Conduct the budget hearing, deliberate, and adopt the following: 1) **Resolution** Adopting a Budget for the City of Dublin for Fiscal Year 2025-26; 2) **Resolution** Establishing a Salary Plan for Full-Time Personnel in Accordance With the Personnel Rules; 3) **Resolution** Establishing a Salary Plan for Management Positions Exempt from Competitive Services; and 4) **Resolution** Amending the Classification Plan.

FINANCIAL IMPACT:

The Proposed Budget reflects citywide revenues of $165.1 million (includes both governmental and internal service funds) and expenditures of $139.6 million for Fiscal Year 2025-26. The total citywide fund balance is projected at $352.6 million.

The Proposed General Fund Budget is balanced, with the operating budget in a surplus position of $16.8 million. Overall General Fund reserves are projected to decrease by $3.3 million after transfers out.

All fund balances are projected in the positive, except for grant funds, which are reimbursed after expenditures are incurred, and the Public Facility Fees Fund, due to the timing difference in the collection of fees and the construction of parks and facilities.

DESCRIPTION:

The City of Dublin utilizes a biennial budget process, in which a comprehensive budget document is prepared that establishes high-level priorities and specific departmental goals for a two-year period. The second year of the cycle is the update year, in which prior projections are revised and significant changes are highlighted. The budget update is a pared-down document containing fund financial schedules, while the original budget document continues to serve as the guiding financial plan, with departmental narratives, fund descriptions, a glossary, an explanation of accounting principles, and related defining information. The Fiscal Year 2025-26 Budget covers the second year of the two-year budget cycle.

FY 2025-26 Budget Document Overview
The Fiscal Year 2025-26 Budget (Attachment 1) includes the following sections:

1. Funds Summary - These schedules show revenue and expenditures for each fund and include a brief description of variances and fund balance projections.
2. General Fund Summary.
3. Fiduciary Funds - This section presents revenues and expenditures associated with non-City funds, such as the Community Facilities Districts Funds, and the four Geologic Hazard Abatement Districts (GHADs), which were approved on June 3, 2025. The fund summaries are included in the City budget document for reference.
4. Adopted Strategic Plan.
5. Appendix - This section contains departmental historical expenditures, the Position Allocation Plan, information on Human Services grants, and the City's Appropriations Limit.

General Fund Budget
The City Council reviewed the Preliminary General Fund Budget at the April 15, 2025 meeting and requested additional evaluation of potential cost cutting and revenue enhancing measures. At the June 3, 2025 meeting, Staff presented those measures, along with refined revenue and expenditure budgets, including a request from Dublin Unified School District to fund additional crossing guards. The City Council directed Staff to move forward with the budget as presented, with some changes to General Fund contributions to the Capital Improvement Program.

As discussed at the April meeting, the Proposed Budget includes funding for the addition of two positions to the Position Allocation Plan: one Office Assistant II (this classification already exists) in Police Services to help manage the increased volume of record requests, and one Digital Communications Technician (this is a new classification) in the City Manager's Office to support the growing demand for routine social media content creation, website updates, and basic public information materials. This position will handle routine social media content creation, scheduling, and basic digital tasks, freeing up time for professional and senior-level staff to focus on more complex projects. The combined cost of these new positions in Fiscal Year 2056-26 is approximately $261,000.

In addition, the City Manager's Office is making three changes that will allow Staff to better support the City's evolving communication and outreach goals. First, the Communications

Division is being renamed the Community Engagement Division to better reflect the primary goal of the division.

Second, two existing positions are being renamed as Digital Engagement Specialists (from Graphic Design and Communications Coordinator and Management Analyst II), with no change to the salary range. This updated title and job description more accurately reflects the professional-level duties currently assigned to Staff, including creating high-quality digital content, managing multimedia campaigns, and ensuring consistent branding across platforms.

Third, a new position called Senior Digital Engagement Specialist is being created, which provides an internal promotional opportunity for one of the Digital Engagement Specialists after the new fiscal year begins. This position will assist in leading the Division, modernizing the City's website to strengthen its community engagement, guiding the City's digital storytelling and outreach strategies, and helping to develop staff and support succession planning. The vacant position resulting from the promotion will not be backfilled, therefore the net cost related to this change is negligible.

Salary Plan
Included in the City's Personnel System are resolutions that address salary ranges for City personnel. Attachments 3 and 4 propose establishing salary ranges for FY 2025-26 to reflect the cost-of-living increases included in the City's Benefit Plan, previously adopted on September 5, 2023. In addition, the resolutions include salary ranges for the newly created positions discussed above. The salary ranges for these new classifications were determined based on a market assessment of comparable positions in similar agencies and then aligned internally within the City classification plan of related jobs in terms of scope and requirements to establish pay equity within the City's Salary Plan.

Classification Plan
Pursuant to the City's Personnel System Rules, a job description must be adopted for each classification in the organization. The job descriptions, which outline key elements, knowledge, skills, abilities, and requirements, form the City's Classification Plan. Attachments 5 through 8 will formally add the Digital Communications Technician, Digital Engagement Specialist, and Senior Digital Engagement Specialist to the Classification Plan.

STRATEGIC PLAN INITIATIVE:

The Proposed Budget reflects priorities established in the City's Two-Year Strategic Plan.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A Budget Adoption Notice was posted on June 13, 2025 and the City Council Agenda was posted.

ATTACHMENTS:

1) Proposed Fiscal Year 2025-26 Budget
2) Resolution Adopting a Budget for the City of Dublin for Fiscal Year 2025-26
3) Resolution Establishing a Salary Plan for Full-Time Personnel in Accordance with the Personnel Rules
4) Resolution Establishing a Salary Plan for Management Positions Exempt from Competitive Service
5) Resolution Amending the Classification Plan
6) Exhibit A to the Resolution – Digital Communications Technician Job Specification
7) Exhibit B to the Resolution – Digital Engagement Specialist Job Specification
8) Exhibit C to the Resolution – Senior Digital Engagement Specialist Job Specification

City of Dublin
CALIFORNIA

PROPOSED BUDGET
Fiscal Year 2025-26

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Funds Summary

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Revenue Summary by Fund Type

	FY2024 Actual	FY2025 Adopted	FY2025 Amended	FY 2026 Update	$ Change from Amended	% Change from Amended
Governmental Funds						
Property Taxes	$61,970,067	$63,225,641	$63,225,641	$66,105,654	$2,880,013	4.6%
Sales Taxes	32,794,253	31,964,427	31,964,427	29,002,407	(2,962,020)	-9.3%
Other Taxes	9,129,368	8,695,000	8,695,000	8,762,250	67,250	0.8%
Special Assessments	1,645,373	1,732,756	1,732,756	1,754,412	21,656	1.2%
Licenses & Permits	4,025,835	4,714,602	4,714,602	5,585,618	871,016	18.5%
Fines & Penalties	215,524	167,400	167,400	167,400	0	0.0%
Use Of Money & Prop	21,445,415	9,456,723	13,456,723	11,420,176	(2,036,547)	-15.1%
Intergovernmental	7,550,927	6,581,456	10,045,751	9,354,082	(691,669)	-6.9%
Charges For Services	21,760,087	19,708,228	20,943,332	21,689,524	746,192	3.6%
Other Revenue	6,965,450	3,471,114	4,211,242	3,581,396	(629,846)	-15.0%
Total Governmental	**$167,502,300**	**$149,717,347**	**$159,156,874**	**$157,422,919**	**($1,733,955)**	**-17.6%**

Internal Service Funds						
Use Of Money & Prop	$832,169	$440,000	$440,000	$440,000	$0	0.0%
Internal Service Chrg.	5,559,659	5,594,161	5,594,161	6,009,936	415,775	7.4%
Other Revenue	1,346,889	1,175,900	1,175,900	1,234,695	58,795	5.0%
Total Proprietary	**$7,738,717**	**$7,210,061**	**$7,210,061**	**$7,684,631**	**$474,570**	**12.4%**

Grand Total (1)	**$175,241,017**	**$156,927,408**	**$166,366,935**	**$165,107,550**	**($1,259,385)**	**-5.2%**

(1) Excludes Transfers In and Fiduciary Funds

Attachment 1

Revenue Overview by Fund

Fund	Fund Title	FY2024 Actual	FY2025 Adopted	FY2025 Amended	FY 2026 Update	$ Change from Amended	% Change from Amended
1001	General Fund	$137,946,722	$125,045,677	$129,399,078	$128,482,216	($916,862)	-0.7%
1005	Community Benefits Payment	602,986	10,000	10,000	10,000		
1009	Developer Deposit	2,940,938	3,211,626	4,379,626	4,744,626	365,000	8.3%
2101	State Seizure/Special Activity Fund	55,191	3,000	456,831	3,000	(453,831)	-99.3%
2102	Vehicle Abatement	78,970	41,000	41,000	41,000		
2103	SLES/COPS Fund - CA	233,047	6,500	6,500	6,500		
2106	Traffic Safety	118,527	100,050	100,050	100,050		
2109	EMS Special Revenue	222,680	223,000	223,000	223,000		
2111	Enforcement Grants	326,500	331,681	487,728	331,681	(156,047)	-32.0%
2201	State Gas Tax	2,129,739	2,095,285	2,095,285	2,198,146	102,861	4.9%
2202	SAFETEA-LU	40,000					
2203	Transportation Development Act	25,181		286,445		(286,445)	-100.0%
2204	Measure B-Local Streets	1,149	10,000	10,000	10,000		
2205	Measure B-Bike & Ped	1,001	4,000	4,000	4,000		
2207	TFAC/Transportation for Clean Air	1,650		128,000		(128,000)	-100.0%
2212	ACTC - Vehicle Registration Fee	343,716	278,224	278,224	278,224		
2214	Measure BB-Local Streets	1,456,715	1,357,847	1,357,847	1,357,847		
2215	Measure BB-Bike & Ped	502,615	472,215	472,215	472,215		
2216	Measure B Grants	5,790					
2217	Measure BB Grants	160,539		872,000		(872,000)	-100.0%
2220	Road Maint & Rehab Account (RMRA)	2,000,258	1,944,234	1,944,234	2,061,576	117,342	6.0%
2302	Measure D	202,022	222,500	222,500	220,000	(2,500)	-1.1%
2303	Garbage Service Fund	8,858,870	8,810,000	8,810,000	8,810,000		
2304	Local Recycling Programs	227,476	345,900	449,224	152,024	(297,200)	-66.2%
2321	Storm Water Management	3,732	2,000	2,000	2,000		
2322	Box Culvert	12,273	8,000	8,000	8,000		
2323	Dublin / Dougherty	1,993	1,000	1,000	1,000		
2324	Village Parkway	1,246	750	750	750		
2601	Small Business Assistance	109,929	100,000	100,000	100,000		
2701	Street Light District 1983-1	331,170	327,670	327,670	327,670		
2702	Landscape District Stagecoach 1983-2	135,604	133,846	133,846	136,383	2,537	1.9%

2703	Landscape District Dougherty 1986-1	222,426	215,114	215,114	219,217	4,103	1.9%
2704	Landscape District Santa Rita 1997-1	399,971	406,680	406,680	414,294	7,614	1.9%
2705	Street Light District East Dublin 1999-1	338,550	377,146	377,146	384,548	7,402	2.0%
2710	Dublin Crossing CFD Series 2017-1	131,479	124,800	124,800	124,800		
2801	Public Art Fund	101,012	70,000	70,000	70,000		
2811	Cable TV Facilities	123,145	130,000	130,000	130,000		
2901	Affordable Housing Fund	848,482	322,664	322,664	322,664		
2902	Noise Mitigation Fund	1,331	835	835	835		
2903	Community Development Block Grant	295,385	105,600	105,600	105,600		
2907	American Rescue Plan Act (ARPA)	1,006,483	937,302	1,005,780	1,153,831	148,051	14.7%
2911	Building Homes and Jobs Act	266,438					
2920	Federal Grants - General	60,520	127,230	127,230		(127,230)	-100.0%
2922	TVTC Grants			1,450,000		(1,450,000)	-100.0%
2923	County Grants	19,853		400,000		(400,000)	-100.0%
2924	ACTC Grants				2,657,000	2,657,000	100.0%
4101	Community Park Land	304,542	205,618	205,618	205,618		
4102	Neighborhood Park Land	321,643	200,000	200,000	200,000		
4103	Community Park Improvements		63,580	63,580	63,580		
4104	Neighborhood Park Improvements	196,262	100,000	100,000	100,000		
4105	Community Buildings	657,071	300,769	300,769	300,769		
4106	Library	102,650	37,660	37,660	37,660		
4107	Civic Center	460,782	181,064	181,064	181,064		
4108	Aquatic Center	56,334	26,759	26,759	26,759		
4110	Community Nature Park Land	197	50	50	50		
4111	Community Nature Park Improvements	46,338	8,943	8,943	8,943		
4201	Fire Impact Fees	43,767	27,712	27,712	27,712		
4301	EDTIF Category 1	334,188	75,000	75,000	15,000	(60,000)	-80.0%
4302	EDTIF Category 2	68,138	25,000	25,000	25,000		
4303	EDTIF Category 3	9,880	1,000	1,000	250	(750)	-75.0%
4304	West Dublin TIF	66,907	20,000	20,000	20,000		
4305	Dougherty Valley TIF	174,930	10,000	10,000	10,000		
4306	TVTD	358,907	150,535	150,535	155,535	5,000	3.3%
4308	BART Garage	(2)					
4309	Mitigation Contributions	8,242					
4310	ED Transportation Impact Fee	894	180,281	180,281	180,281		
4311	Dublin Crossing TIF - Cat1	1,031,895					

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4401	Dublin Crossing Fund	365,434	200,000	200,000	200,000		
6105	Vehicles Replacement	750,382	751,863	751,863	822,050	70,187	9.3%
6205	Facilities Replacement	767,027	649,586	649,586	692,545	42,959	6.6%
6305	Equipment Replacement	1,066,640	1,049,652	1,049,652	1,135,218	85,566	8.2%
6605	IT Fund	3,835,796	3,583,060	3,583,060	3,800,123	217,063	6.1%
6901	Retiree Health	1,318,872	1,175,900	1,175,900	1,234,695	58,795	5.0%
7102	Energy Improv Lease - Bond	3					
Total (1)		**$175,241,017**	**$156,927,408**	**$166,366,935**	**$165,107,550**	**($1,259,385)**	**-0.8%**

(1) Excludes Transfers In and Fiduciary Funds

Attachment 1

Revenue by Fund Highlights

Fund	Fund Title	Variance Analysis
1000	General Fund	Decrease. Sales Tax and Transient Occupancy Tax are projected to decline.
2101	State Seizure Funds	Decrease. FY 2024-25 included receipt of revenue from closure of large criminal case.
2111	Enforcement Grants	Decrease. FY 2024-25 included grant funds for purchase of capital assets for use at DUI check points.
2201	State Gas Tax	Increase. Based on State projections.
2203	Transportation Development Act	Decrease. FY 2024-25 included one-time funding for the Citywide Bike and Pedestrian Improvement Project.
2207	Transportation for Clean Air	Decrease. FY 2024-25 included County grant funds for the Tassajara Road Improvement Project.
2217	Measure BB Grants	Decrease. FY 2024-25 included grant funds for the Tassajara Road Improvement Project.
2220	Road Maint & Rehab Account (RMRA)	Increase. Based on State projections.
2304	Local Recycling Programs	Decrease. FY 2024-25 included one-time State funding to help organizations with implementation of SB 1383.
2907	American Rescue Plan Act (ARPA)	Increase. Based on City spending plan, which includes funding for three positions in the Dublin Police Services Behaviorial Health Unit.
2920	Federal Grant - General	Decrease. FY 2024-25 included a Federal Grant for the EV Charging Stations project.
2922	TVTC Grants	Decrease. FY 2024-25 included a grant from the Tri-Valley Transportation Commission for the Tassajara Road Improvement Project.
2923	County Grants	Decrease. FY 2024-25 included a capital award grant from Alameda County to construct a midblock crosswalk on Regional Street.
2924	ACTC Grants	Increase. The City will receive a grant for both the Citywide Signal Communications Upgrade project and the Citywide Bike and Pedestrian Improvements project.
6000	Internal Service Funds	Increase. The revenue is an internal service charge for capital asset replacement and the Information Systems operating costs. The increase is due to additional software costs in the Information Technology fund and an increase in capital asset replacement cost as the City continues to collect funds for future replacement.

Expenditures Overview by Category

	FY2024 Actual	FY2025 Adopted	FY2025 Amended	FY 2026 Update	$ Change from Amended	% Change from Amended
Governmental Funds						
Salaries & Wages	$13,961,845	$16,142,355	$16,108,982	$17,224,205	$1,115,223	6.9%
Benefits	4,606,756	6,351,173	6,351,173	6,830,447	479,275	7.5%
Services & Supplies	6,071,683	8,342,840	8,440,189	8,321,389	(118,800)	-1.4%
Internal Srvc Fund Chrg	5,525,627	5,556,449	5,556,449	5,968,454	412,005	7.4%
Utilities	3,193,151	4,614,887	4,614,887	4,842,171	227,284	4.9%
Contracted Services	72,075,111	77,920,844	80,354,587	83,702,215	3,347,628	4.2%
Professional Consulting	1,888,289	2,364,519	2,776,962	2,587,353	(189,609)	-6.8%
Loans	5,370,660	320,000	5,500,000	320,000	(5,180,000)	-94.2%
Capital Outlay	504,868	869,000	1,628,650	388,416	(1,240,234)	-76.2%
Other	1,624,818	1,668,650	1,668,650	1,665,250	(3,400)	-0.2%
Total Governmental	**$114,822,808**	**$124,150,717**	**$133,000,528**	**$131,849,900**	**($1,150,629)**	**-0.9%**
Proprietary Funds						
Salaries & Wages	$999,847	$968,065	$968,065	$1,016,529	$48,464	5.0%
Benefits	1,300,339	1,446,034	1,446,034	1,510,216	64,182	4.4%
Services & Supplies	882,500	1,961,488	2,220,953	2,015,564	(205,389)	-9.2%
Internal Srvc Fund Chrg	34,284	37,713	37,713	41,484	3,771	10.0%
Utilities	111,606	132,140	132,140	137,225	5,085	3.8%
Contracted Services	61,137	63,000	63,000	145,500	82,500	131.0%
Professional Consulting	264,763	243,300	318,300	243,300	(75,000)	-23.6%
Capital Outlay	1,571,672	807,900	1,073,746	2,651,375	1,577,629	146.9%
Total Proprietary	**$5,226,149**	**$5,659,640**	**$6,259,950**	**$7,761,193**	**$1,501,243**	**24.0%**
Total Operating Programs	**$120,048,957**	**$129,810,357**	**$139,260,479**	**$139,611,093**	**$350,614**	**0.3%**
Capital Improvement Program						
General	$8,686,152	$10,425,459	$27,006,445	$5,702,000	($21,304,445)	-78.9%
Public Art	244,479	500,000	1,826,566	300,000	(1,526,566)	-83.6%
Parks	5,990,942	1,943,185	22,714,691	6,050,941	(16,663,750)	-73.4%
Streets	6,099,577	9,950,578	75,465,672	20,287,000	(55,178,672)	-73.1%
Total Capital Improvement Programs (1)	**$21,021,150**	**$22,819,222**	**$127,013,374**	**$32,339,941**	**($94,673,433)**	**-74.5%**
Grand Total (2)	**$141,070,107**	**$152,629,579**	**$266,273,853**	**$171,951,034**	**($94,322,820)**	**-35.4%**

(1) Excludes Developer Built and outside funding sources

(2) Excludes Fiduciary Funds, Transfers Out, and Depreciation Expenditures

Attachment 1

Operating Budget Overview

Expenditures by Department

Department	FTE	FY2024 Actual	FY2025 Adopted	FY2025 Amended	FY 2026 Update	$ Change from Amended	% Change from Amended
City Attorney		$973,618	$985,000	$985,339	$985,000	($339)	0.0%
City Council		576,233	689,027	706,509	720,537	14,028	2.0%
City Manager	30.0	11,188,252	14,395,861	15,369,901	14,681,210	(688,691)	-4.5%
Community Dev.	20.0	11,347,257	6,968,805	12,193,946	7,858,924	(4,335,022)	-35.6%
Finance	8.0	2,288,835	2,417,775	2,461,792	2,523,519	61,727	2.5%
Fire	1.0	17,392,941	18,973,835	18,973,835	20,353,640	1,379,805	7.3%
Non-Department		5,466,842	6,163,859	6,294,794	7,946,273	1,651,479	26.2%
Parks & Community Services	22.0	8,841,838	10,622,605	10,739,544	10,864,168	124,624	1.2%
Police	5.0	30,077,348	31,046,753	31,987,693	32,987,740	1,000,047	3.1%
Public Works	24.0	31,895,793	37,546,837	39,547,126	40,690,082	1,142,955	2.9%
TOTAL	**110.0**	**$120,048,957**	**$129,810,357**	**$139,260,479**	**$139,611,093**	**$350,614**	**0.3%**

Expenditures by Department Highlights

Department	Variance Analysis
City Manager's Office	Decrease. FY 2024-25 budget included the cost of the 2024 Presidential election. Additionally, a large portion of the remaining budgeted cost related to downtown preferred vision was expended in FY 2024-25.
Community Development	Decrease. Funding of a $5 million affordable housing loan for the Sunflower Hill project in FY 2024-25. Non-Affordable Housing related expenditures are increasing due to the timing of two major developments that are currently underway. (Franscis Ranch and the D.C.).
Finance	Increase. Annual Salary and Benefit CPI and merit increases.
Fire Department	Increase. Higher costs for dispatch services and program expenses and supplies.
Non-Departmental	Increase. Need to replace two fire engines.
Parks & Community Services	Increase. Annual Salary and Benefit CPI and merit increases, offset partially by shift of one FTE from Parks and Community Services to Public Works.
Police	Increase. Personnel costs. Funding includes four Behaviorial Health Unit poistions and two new DARE program positions, funded through Opioid Settlement Funds.
Public Works	Increase. Primarily Maintenance Services division, for increased maintenance (field management, trash removal, and restroom cleaning), additional support for events and rentals, increase in street sweeping costs and other maintenance contracts.

Overview of Fund Balances

	Governmental	Propeprietary
FY 2024-25		
Beginning Balance	$391,363,124	$68,011,589
Revenues/Transfers In	286,170,248	9,210,061
Expenditures/Transfers Out	379,449,566	15,887,662
Ending Balance	$298,083,806	$61,333,988

FY 2025-26		
Beginning Balance	$298,083,806	$61,333,988
Revenues/Transfers In	189,898,875	9,684,631
Expenditures/Transfers Out	194,802,782	11,538,193
Ending Balance	$293,179,900	$59,480,426

Note on Fund Balance

Note: Fund Balance is equal to the difference between assets and liabilities in a fund. It should not be confused with spendable cash. As an example, the Affordable Housing Fund has a projected Fund Balance of $25.2 million in FY 23-24; of that amount, $14.5 million is in the form of loans to affordable housing projects.

Attachment 1

FY 2024-25 Amended Fund Balance Projection

FY 2024-25 Amended Fund Balance							
Fund	Title	Beg. Fund Balance	Revenue	Transfer In	Expenditures	Transfer Out	End. Fund Balance
1000	General Fund	**$290,432,952**	$133,788,704	$0	$112,008,059	$54,813,214	**$257,400,383**
2101	State Seizure/Special Activity Fund	**142,416**	456,831	0	576,242	0	**23,005**
2102	Vehicle Abatement	**422,849**	41,000	0	0	50,000	**413,849**
2103	SLES/COPS Fund - CA	**497,899**	6,500	0	0	0	**504,399**
2104	Local Law Enforcement Block Grant	**0**	0	0	0	0	**0**
2106	Traffic Safety	**108,844**	100,050	0	94,000	0	**114,894**
2107	Federal Asset Seizure Fund	**0**	0	0	0	0	**0**
2109	EMS Special Revenue	**239,129**	223,000	0	289,579	0	**172,550**
2111	Enforcement Grants	**104,624**	487,728	0	156,047	0	**436,305**
2201	State Gas Tax	**3,659,317**	2,095,285	0	1,212,067	3,113,988	**1,428,547**
2202	Federal Transportation Grant	**0**	0	0	0	0	**0**
2203	Transportation Development Act	**25,638**	286,445	0	0	286,445	**25,638**
2204	Measure B Sales Tax-Local Streets	**0**	10,000	0	0	28,091	**(18,091)**
2205	Measure B Sales Tax-Bike & Ped	**980**	4,000	0	0	0	**4,979**
2206	State Transportation Improvement	**0**	0	0	0	0	**0**
2207	TFAC/Transportation for Clean Air	**(8,293)**	128,000	0	0	200,936	**(81,229)**
2208	Congestion Management Agency	**0**	0	0	0	0	**0**
2210	Highway Safety Traffic Reduct. Bond	**0**	0	0	0	0	**0**
2211	Federal Transportation (TIGER)	**0**	0	0	0	0	**0**
2212	ACTC - Vehicle Registration Fee	**488,304**	278,224	0	200,000	1,021,974	**(455,445)**

2214	Measure BB Sales Tax - Local Streets Fund (ACTC)	**1,848,930**	1,357,847	0	0	2,821,264	**385,513**
2215	Measure BB Sales Tax - Bike & Pedestrian Fund (ACTC)	**977,646**	472,215	0	0	1,367,837	**82,024**
2216	Measure B Grants	**197,573**	0	0	0	0	**197,573**
2217	Measure BB Grants	**(1,823,739)**	872,000	0	0	1,389,662	**(2,341,401)**
2218	Measure RR - Safe Routes to BART	**(411,609)**	0	0	0	0	**(411,609)**
2220	Road Maint & Rehab Account (RMRA)	**3,601,955**	1,944,234	0	0	4,599,147	**947,043**
2302	Measure D	**226,167**	222,500	0	400,112	0	**48,555**
2303	Garbage Service Fund	**209,744**	8,810,000	0	8,810,000	0	**209,744**
2304	Local Recycling Programs	**302,633**	449,224	0	53,529	107,684	**590,644**
2305	AVI Eco Benefit / Business Asst Prog	**0**	0	0	0	0	**0**
2321, 2323 -4	Storm Water Management	**233,264**	3,750	0	13,600	0	**223,414**
2322	Box Culvert	**418,813**	8,000	0	0	0	**426,813**
2402	East Bay Regional Park District	**0**	0	0	0	0	**0**
2403	State Grant - Park	**(1,905,144)**	0	0	0	388,856	**(2,294,000)**
2601	Small Business Assistance	**407,128**	100,000	0	100,000	0	**407,128**
2701, 2705	Street Light District Funds	**1,326,574**	704,816	0	909,359	129,618	**992,413**
2702 -270 4	Landscape District Funds	**2,461,379**	755,640	0	629,129	549,429	**2,038,460**
2710	CFD 2017-1	**552,346**	124,800	0	138,848	0	**538,298**
2801	Public Art Fund	**3,322,827**	70,000	0	80,250	1,826,566	**1,486,011**
2811	Cable TV Facilities	**617,435**	130,000	0	35,000	300,000	**412,435**
2901	Affordable Housing Fund (1)	**25,285,171**	322,664	0	6,055,938	0	**19,551,897**
2902	Noise Mitigation Fund	**27,565**	835	0	0	0	**28,400**
2903	Community Development Block Grant	**10,289**	105,600	0	105,600	0	**10,289**

2904	HCD Housing Related Park Grant	**0**	0	0	0	0	**0**
2905	COVID-19 Grants	**0**	0	0	0	0	**0**
2906	Federal COVID-19 Financial Assistance	**10,081**	0	0	0	0	**10,081**
2907	American Rescue Plan Act (ARPA)	**0**	1,005,780	0	1,005,780	0	**0**
2911	Building Homes and Jobs Act	**(13,410)**	0	0	0	0	**(13,410)**
2912	State Housing Grant	**0**	0	0	0	0	**0**
2920	Federal Grant - General	**0**	127,230	0	0	127,230	**0**
2921	State Grant - General	**0**	0	0	0	1,573,876	**(1,573,876)**
2922	State Grant - General	**0**	1,450,000	0	0	1,450,000	**0**
2923	State Grant - General	**0**	400,000	0	0	400,000	**0**
2924	State Grant - General	**0**	0	0	0	0	**0**
3000	Capital Improvement Project Funds	**0**	0	127,013,374	127,013,374	0	**0**
4100	Public Facility Fees	**12,005,797**	1,124,443	0	0	18,395,612	**(5,265,372)**
4201	Fire Impact Fees	**178,376**	27,712	0	50,000	0	**156,088**
4300	Traffic Impact Fees	**31,530,762**	461,816	0	77,389	23,320,141	**8,595,049**
4400	Dublin Crossing Fund	**12,401,269**	200,000	0	0	200,000	**12,401,269**
6105	ISF - Vehicles (2)	**6,695,756**	751,863	0	625,280	0	**6,822,339**
6205	ISF - Facilities (2)	**46,978,576**	649,586	2,000,000	0	8,655,857	**40,972,305**
6305	ISF - Equipment (2)	**10,524,026**	1,049,652	0	448,466	85,426	**11,039,786**
6605	ISF - IT Fund	**3,409,191**	3,583,060	0	4,010,304	886,429	**2,095,517**
6901	ISF - Retiree Health	**404,041**	1,175,900	0	1,175,900	0	**404,041**
6951	ISF - PERS Side Fund Payoff	**0**	0	0	0	0	**0**
7102	Energy Improv Lease - Bond	**1,248,644**	0	0	0	974,094	**274,550**
	TOTAL	$459,374,713	$166,366,935	$129,013,374	$266,273,853	$129,063,374	$359,417,794

(1) Beginning Fund Balance includes $14,521,941 in outstanding loans. 6/30/24

(2) Beginning Fund Balance includes 38,937,776 as Net Investment in Capital Assets. 6/30/24

Attachment 1

FY 2025-26 Fund Balance Projection

FY 2025-26 Fund Balance Projection							
Fund	Title	Beg. Fund Balance	Revenue	Transfer In	Expenditures	Transfer Out	End. Fund Balance
1000	General Fund	**$257,400,383**	$133,236,842	$136,015	$116,432,450	$20,221,900	**$254,118,891**
2101	State Seizure/Special Activity Fund	**23,005**	3,000	0	0	0	**26,005**
2102	Vehicle Abatement	**413,849**	41,000	0	0	50,000	**404,849**
2103	SLES/COPS Fund - CA	**504,399**	6,500	0	0	0	**510,899**
2104	Local Law Enforcement Block Grant	**0**	0	0	0	0	**0**
2106	Traffic Safety	**114,894**	100,050	0	94,000	0	**120,944**
2107	Federal Asset Seizure Fund	**0**	0	0	0	0	**0**
2109	EMS Special Revenue	**172,550**	223,000	0	287,600	0	**107,950**
2111	Enforcement Grants	**436,305**	331,681	0	0	0	**767,986**
2201	State Gas Tax	**1,428,547**	2,198,146	0	1,242,286	723,100	**1,661,307**
2202	Federal Transportation Grant	**0**	0	0	0	0	**0**
2203	Transportation Development Act	**25,638**	0	0	0	0	**25,638**
2204	Measure B Sales Tax-Local Streets	**(18,091)**	10,000	0	0	0	**(8,091)**
2205	Measure B Sales Tax-Bike & Ped	**4,979**	4,000	0	0	0	**8,979**
2206	State Transportation Improvement	**0**	0	0	0	0	**0**
2207	TFAC/Transportation for Clean Air	**(81,229)**	0	0	0	0	**(81,229)**
2208	Congestion Management Agency	**0**	0	0	0	0	**0**
2210	Highway Safety Traffic Reduct. Bond	**0**	0	0	0	0	**0**
2211	Federal Transportation (TIGER)	**0**	0	0	0	0	**0**
2212	ACTC - Vehicle Registration Fee	**(455,445)**	278,224	0	200,000	0	**(377,221)**
2214	Measure BB Sales Tax - Local Streets Fund (ACTC)	**385,513**	1,357,847	0	0	550,000	**1,193,360**

2215	Measure BB Sales Tax - Bike & Pedestrian Fund (ACTC)	**82,024**	472,215	0	0	275,000	**279,239**
2216	Measure B Grants	**197,573**	0	0	0	0	**197,573**
2217	Measure BB Grants	**(2,341,401)**	0	0	0	1,053,000	**(3,394,401)**
2218	Measure RR - Safe Routes to BART	**(411,609)**	0	0	0	0	**(411,609)**
2220	Road Maint & Rehab Account (RMRA)	**947,043**	2,061,576	0	0	2,250,000	**758,619**
2302	Measure D	**48,555**	220,000	0	220,127	0	**48,428**
2303	Garbage Service Fund	**209,744**	8,810,000	0	8,810,000	0	**209,744**
2304	Local Recycling Programs	**590,644**	152,024	0	53,204	0	**689,464**
2305	AVI Eco Benefit / Business Asst Prog	**0**	0	0	0	0	**0**
2321, 2323-4	Storm Water Management	**223,414**	3,750	0	13,600	0	**213,564**
2322	Box Culvert	**426,813**	8,000	0	0	0	**434,813**
2402	East Bay Regional Park District	**0**	0	0	0	0	**0**
2403	State Grant - Park	**(2,294,000)**	0	0	0	0	**(2,294,000)**
2601	Small Business Assistance	**407,128**	100,000	0	100,000	0	**407,128**
2701, 2705	Street Light District Funds	**992,413**	712,218	0	868,151	42,000	**794,480**
2702-2704	Landscape District Funds	**2,038,460**	769,894	0	962,524	0	**1,845,830**
2710	CFD 2017-1	**538,298**	124,800	0	67,001	0	**596,097**
2801	Public Art Fund	**1,486,011**	70,000	0	80,250	300,000	**1,175,761**
2811	Cable TV Facilities	**412,435**	130,000	0	35,000	0	**507,435**
2901	Affordable Housing Fund (1)	**19,551,897**	322,664	0	914,276	0	**18,960,285**
2902	Noise Mitigation Fund	**28,400**	835	0	0	0	**29,235**
2903	Community Development Block Grant	**10,289**	105,600	0	105,600	0	**10,289**
2904	HCD Housing Related Park Grant	**0**	0	0	0	0	**0**
2905	COVID-19 Grants	**0**	0	0	0	0	**0**
2906	Federal COVID-19 Financial Assistance	**10,081**	0	0	0	0	**10,081**

2907	American Rescue Plan Act (ARPA)	**0**	1,153,831	0	1,153,831	0	**0**
2911	Building Homes and Jobs Act	**(13,410)**	0	0	0	0	**(13,410)**
2912	State Housing Grant	**0**	0	0	0	0	**0**
2920	Federal Grant - General	**0**	0	0	0	0	**0**
2921	State Grant - General	**(1,573,876)**	0	0	0	0	**(1,573,876)**
2922	State Grant - General	**0**	0	0	0	0	**0**
2923	State Grant - General	**0**	0	0	0	0	**0**
2924	State Grant - General	**0**	2,657,000	0	0	2,657,000	**0**
3000	Capital Improvement Project Funds	**0**	0	32,339,941	32,339,941	0	**0**
4100	Public Facility Fees	**(5,265,372)**	1,124,443	0	0	2,490,941	**(6,631,870)**
4201	Fire Impact Fees	**156,088**	27,712	0	50,000	0	**133,800**
4300	Traffic Impact Fees	**8,595,049**	406,066	0	60,000	0	**8,941,115**
4400	Dublin Crossing Fund	**12,401,269**	200,000	0	100,000	0	**12,501,269**
6105	ISF - Vehicles (2)	**6,822,339**	822,050	0	2,292,868	0	**5,351,521**
6205	ISF - Facilities (2)	**40,972,305**	692,545	2,000,000	75,000	2,600,000	**40,989,850**
6305	ISF - Equipment (2)	**11,039,786**	1,135,218	0	358,507	500,000	**11,316,497**
6605	ISF - IT Fund	**2,095,517**	3,800,123	0	3,800,123	677,000	**1,418,517**
6901	ISF - Retiree Health	**404,041**	1,234,695	0	1,234,695	0	**404,041**
6951	ISF - PERS Side Fund Payoff	**0**	0	0	0	0	**0**
7102	Energy Improv Lease - Bond	**274,550**	0	0	0	0	**274,550**
	TOTAL	**$359,417,794**	**$165,107,550**	**$34,475,956**	**$171,951,034**	**$34,389,941**	**$352,660,326**

(1) Beginning Fund Balance includes $14,521,941 in outstanding loans. 6/30/24

(2) Beginning Fund Balance includes $38,937,776 as Net Investment in Capital Assets. 6/30/24

Attachment 1

General Fund Operating Summary

	FY2024 Actual	FY2025 Adopted	FY2025 Amended	FY 2026 Update	$ Change from Amended	% Change from Amended
Revenue						
Property Tax	$61,967,658	$63,225,641	$63,225,641	$66,105,654	$2,880,013	4.6%
Sales Tax	31,293,707	30,536,365	30,536,365	27,574,345	(2,962,020)	-9.7%
Sales Tax Reimbursements	(390,267)	(375,000)	(375,000)	(375,000)	0	0.0%
Development Revenue	1,481,868	1,550,000	1,550,000	1,400,000	(150,000)	-9.7%
Transient Occupancy Tax	7,647,501	7,145,000	7,145,000	7,362,250	217,250	3.0%
Other Taxes	6,777,604	7,731,163	8,899,163	10,352,665	1,453,502	16.3%
Licenses & Permits	309,959	311,300	311,300	200,000	(111,300)	-35.8%
Fines & Penalties	98,693	67,400	67,400	67,400	0	0.0%
Interest Earnings	8,499,829	5,622,800	9,622,800	7,596,400	(2,026,400)	-21.1%
Rentals and Leases	2,172,046	2,223,573	2,223,573	2,271,676	48,103	2.2%
Intergovernmental	441,518	300,000	300,000	300,000	0	0.0%
Charges for Services	9,678,380	7,372,703	7,439,807	7,714,813	275,006	3.7%
Other Revenue	4,489,879	2,556,358	2,842,655	2,666,640	(176,016)	-6.2%
Subtotal Revenues - Operating	$134,468,374	$128,267,303	$133,788,704	$133,236,842	($551,862)	**-0.4%**
Transfers In	227,051			136,015	136,015	**100.0%**
Unrealized Gains/Losses/Adjustments	7,022,273					
Total Revenue	$141,717,698	$128,267,303	$133,788,704	$133,372,857	($415,847)	**-0.3%**
Expenditures						
Salaries & Wages	$13,508,508	$15,706,648	$15,673,275	$16,863,696	$1,190,421	7.6%
Benefits	4,500,714	6,235,407	6,235,407	6,698,988	463,581	7.4%
Services & Supplies	5,831,603	8,047,629	8,147,063	8,083,119	(63,943)	-0.8%
Internal Service Fund Charges	5,443,999	5,475,186	5,475,186	5,885,854	410,668	7.5%
Utilities	2,602,582	3,852,949	3,852,949	4,042,135	189,186	4.9%
Contracted Services	59,194,042	65,271,060	67,402,809	70,387,638	2,984,829	4.4%
Professional Consulting	1,809,213	2,304,519	2,716,962	2,527,353	(189,609)	-7.0%
Capital Outlay	462,908	869,000	945,758	388,416	(557,342)	-58.9%
Debt Service Payment	1,331,850	1,334,650	1,334,650	1,331,250	(3,400)	-0.3%
Contingency & Miscellaneous	13,318	224,000	224,000	224,000	0	0.0%
Subtotal Expenditures - Operating	$94,698,737	$109,321,048	$112,008,059	$116,432,450	$4,424,390	**4.0%**
Operating Impact (Rev-Exp)	$39,769,637	$18,946,255	$21,780,645	$16,804,393	($4,976,252)	**-22.8%**
Transfers Out & Contributions						

Transfers Out (CIPs) - Com./Assig	$3,720,645	$1,695,229	$32,306,947	$10,900,000	($21,406,947)	-66.3%
Transfers Out (CIPs) - Undesignated	601,971	3,401,794	20,506,267	7,321,900	(13,184,367)	-64.3%
Contribution to ISF & Other	2,000,000	2,000,000	2,000,000	2,000,000	0	0.0%
Subtotal - Transfers Out & Contributions	$6,322,616	$7,097,023	$54,813,214	$20,221,900	($34,591,314)	**-63.1%**
Total Expenditures	**$101,021,353**	**$116,418,071**	**$166,821,273**	**$136,654,350**	**($30,166,923)**	**-18.1%**
GF Impact (Includes CIP & Transfers)	$40,696,344	$11,849,232	($33,032,569)	($3,281,492)	$29,751,077	**-90.1%**

Contracted Services Detail

	FY2024 Actual	FY2025 Adopted	FY2025 Amended	FY 2026 Update	$ Change from Amended	% Change from Amended
Police Services	$25,092,500	$25,800,327	$25,800,327	$26,899,426	$1,099,099	4.3%
Fire Services	16,226,491	17,884,678	17,884,678	18,785,877	901,199	5.0%
Maintenance Services (MCE)	7,878,305	8,932,859	9,215,959	9,891,345	675,386	7.3%
Development (CDD and PW)	3,050,460	3,606,004	4,522,093	5,263,061	740,968	16.4%
Other Contracted Services	8,755,499	11,351,711	12,696,714	12,075,282	(621,431)	-4.9%
Total	**$61,003,255**	**$67,575,579**	**$70,119,771**	**$72,914,992**	**$2,795,221**	**4.0%**

Attachment 1

General Fund Reserves

FISCAL YEAR 2025-26 BUDGET UPDATE GENERAL FUND RESERVES

RESERVE DESCRIPTION	Actual 2023-24	Net Change 2024-25	Projected 2024-25	Net Change 2025-26	Projected 2025-26
Non-Spendable	**$54,709**		**$54,709**		**$54,709**
Prepaid Expenses	54,709		54,709		54,709
Restricted	**$9,351,801**	**$6,704,350**	**$16,056,151**	**$0**	**$16,056,151**
Cemetery Endowment	60,000		60,000		60,000
Developer Contribution - Downtown	1.490.000		1.490.000		1,490,000
Developer Contr - Heritage Park	19,000		19,000		19,000
Developer Contr - Nature Park	60.000		60.000		60,000
Section 115 Trust - Pension	2,071,235		2,071,235		2,071,235
Public Facilities Advance	4,901,566	6,704,350	11,605,916		11,605,916
Heritage Park Maintenance	750,000		750,000		750,000
Committed	**$84,215,443**	**($12,544,158)**	**$71,671,286**	**$1,000,000**	**$72,671,286**
Advance to Public Facility Fee	6,704,350	(6,704,350)			
Downtown Public Improvement	36,118,491	(363,279)	35,755,212		35,755,212
Economic Stability	8,000,000		8,000,000		8,000,000
Emergency Communications	532,113		532,113		532,113
Fire Svcs Pension/OPEB	2,211,094		2,211,094		2,211,094
Innovations & New Opportunity	894,498		894,498		894,498
One-Time Initiative - Capital	1,917,848	(1,418,339)	499,509		499,509
One-Time Initiative - Operating	503,860		503,860		503,860
Public Safety Reserve	4,600,000		4,600,000		4,600,000
Specific Committed Reserves					
Contribution to Public Facility Fee	6,000,000		6,000,000		6,000,000
Cultural Arts Center (CIP)	4,402,990	(4,227,990)	175,000		175,000
Don Biddle Park (CIP)	675,193	(675,193)			
Fallon Sports Park III Contingency	100,000	(100,000)			
Lease Revenue Bond Payoff	8,000,000	1,000,000	9,000,000	1,000,000	10,000,000
Maintenance Facility (CIP)	55,008	(55,007)			
Utility Undergrounding (CIP)	3,500,000		3,500,000		3,500,000
Assigned	**$153,402,584**	**($41,363,549)**	**$112,039,035**	**($11,147,000)**	**$100,892,035**
Accrued Leave	1,518,423		1,518,423		1,518,423
Catastrophic Loss	17,714,064		17,714,064		17,714,064
CIP Carryovers	16,670,673	(16,670,673)			

Municipal Regional Permit	**1,809,022**	(1,809,022)			
Non-Streets CIP Commitments	**3,253,486**	(590,976)	**2,662,510**		**2,662,510**
Operating Carryovers	**963,754**	(2,014,571)			
Parks and Streets Contingency	**201,270**		**201,270**		**201,270**
Pension & OPEB	**18,000,000**		**18,000,000**		**18,000,000**
Relocate Parks Dept	**500,000**		**500,000**	(320,000)	**180,000**
Service Continuity	**3,150,000**		**3,150,000**		**3,150,000**
Dublin Blvd Extension Advance	**59,500,000**	(16,936,087)	**42,563,913**		**42,563,913**
Specific Assigned Reserves					
ARPA Revenue Replacement	**990,187**		**990,187**		**990,187**
Climate Action Plan	**2,669,424**	(840,334)	**1,829,090**	(177,000)	**1,652,090**
Façade Improvement Grants	**429,972**		**429,972**		**429,972**
Library Tenant Improvement	**1,000,000**		**1,000,000**		**1,000,000**
HVAC Replace. & Civic Ctr Improv. (CIP)	**2,288,697**	(1,208,273)	**1,080,424**		**1,080,424**
Pavement Management	**2,000,000**		**2,000,000**		**2,000,000**
Village Pkwy Pavement Reconstruction	**20,743,613**	(1,293,613)	**19,450,000**	(10,650,000)	**8,800,000**
Unassigned	**$43,408,415**	**$14,170,788**	**$57,579,203**	**$6,865,509**	**$64,444,711**
Unassigned-Unrealized Gains	**(7,039,428)**		**(7,039,428)**		**(7,039,428)**
Unassigned (Available)	**50,447,843**		**64,618,631**		**71,484,140**
TOTAL RESERVES	**$290,432,952**	**($33,032,569)**	**$257,400,383**	**($3,281,491)**	**$254,118,892**

Fiduciary Funds

Attachment 1

Community Facilities District Funds

Dublin Crossing Bond Series 2015-1 (Fund 5102)

	FY2024 Actual	FY2025 Adopted	FY2025 Amended	FY 2026 Update	$ Change from Amended	% Change from Amended
Beginning Fund Balance	**($118,323,163)**	**($126,563,294)**	**($126,563,294)**	**($126,640,590)**	**($77,296)**	**0.1%**
Revenues						
Property Tax	$21,595					
Special Assessments	7,648,278	8,087,637	8,087,637	8,249,692	162,055	2.0%
Use of Money & Property	270,197					
Other Revenue	149,102					
Total Revenues	**$8,089,173**	**$8,087,637**	**$8,087,637**	**$8,249,692**	**$162,055**	**2.0%**
Expenditures by Category						
Services & Supplies	$714,986					
Contract Services	97,782	427,400	427,400	439,100	11,700	2.7%
Professional Consulting	47,102	84,000	84,000	84,000		
Other	15,469,434	7,653,533	7,653,533	7,802,083	148,550	1.9%
TOTAL COSTS	**$16,329,303**	**$8,164,933**	**$8,164,933**	**$8,325,183**	**$160,250**	**2.0%**
Ending Fund Balance	**($126,563,294)**	**($126,640,590)**	**($126,640,590)**	**($126,716,080)**	**($75,491)**	**0.1%**

East Ranch CFD (Fund 5103)

	FY2024 Actual	FY2025 Adopted	FY2025 Amended	FY 2026 Update	$ Change from Amended	% Change from Amended
Beginning Fund Balance	**$0**	**$53,709**	**$53,709**	**$53,709**	**$0**	**0.0%**
Revenues						
Use of Money & Property	$2,073					
Other Revenue	160,000					
Total Revenues	**$162,073**	**$0**	**$0**	**$0**		
Expenditures by Category						
Services & Supplies	$347					
Professional Consulting	108,017					
TOTAL COSTS	**$108,365**	**$0**	**$0**	**$0**		
Ending Fund Balance	**$53,709**	**$53,709**	**$53,709**	**$53,709**	**$0**	**0.0%**

Dublin Boulevard Extension CFD (Fund 5104)

	FY2024 Actual	FY2025 Adopted	FY2025 Amended	FY 2026 Update	$ Change from Amended	% Change from Amended
Beginning Fund Balance	**$0**	**($8,289)**	**($8,289)**	**($19,000)**	**($10,711)**	**129.0%**
Revenues						
Special Assessments						
Total Revenues	**$0**	**$0**	**$0**	**$0**	**$0**	**0.0%**
Expenditures by Category						
Professional Consulting	$8,289		$10,711		($10,711)	-100.0%
TOTAL COSTS	**$8,289**	**$0**	**$10,711**	**$0**	**($10,711)**	**-100.0%**
Ending Fund Balance	**($8,289)**	**($8,289)**	**($19,000)**	**($19,000)**	**$0**	**0.0%**

Attachment 1

Dublin Center CFD (Fund 5105)

	FY2024 Actual	FY2025 Adopted	FY2025 Amended	FY 2026 Update	$ Change from Amended	% Change from Amended
Beginning Fund Balance	**$0**	**$151,463**	**$151,463**	**($15,963)**	**($167,425)**	**-110.5%**
Revenues						
Other Revenue	$170,000				$0	0.0%
Total Revenues	**$170,000**	**$0**	**$0**	**$0**	**$0**	**0.0%**
Expenditures by Category						
Professional Consulting	$18,538		$167,425		($167,425)	-100.0%
TOTAL COSTS	**$18,538**	**$0**	**$167,425**	**$0**	**($167,425)**	**-100.0%**
Ending Fund Balance	**$151,463**	**$151,463**	**($15,963)**	**($15,963)**	**$0**	**0.0%**

Geological Hazard Abatement Districts (GHAD)

Fallon Village Geologic Hazard Abatement District (Fund 5301)

	FY2024 Actual	FY2025 Adopted	FY2025 Amended	FY 2026 Update	$ Change from Amended	% Change from Amended
Beginning Fund Balance	**$9,202,472**	**$10,522,152**	**$10,522,152**	**$10,520,253**	**($1,899)**	**0.0%**
Revenues						
Special Assessments	$1,259,079	$488,614	$488,614	$503,272	$14,658	3.0%
Use of Money & Property	291,486	150,000	150,000	125,000	(25,000)	-16.7%
Total Revenues	**$1,550,566**	**$638,614**	**$638,614**	**$628,272**	**($10,342)**	**-1.6%**
Expenditures by Category						
Salaries & Wages/Benefits	$17,952	$33,513	$33,513	$35,043	$1,530	4.6%
Contract Services	91,242	415,000	415,000	425,000	10,000	2.4%
Professional Consulting	121,692	192,000	192,000	192,000		
TOTAL COSTS	**$230,886**	**$640,513**	**$640,513**	**$652,043**	**$11,530**	**1.8%**
Ending Fund Balance	**$10,522,152**	**$10,520,253**	**$10,520,253**	**$10,496,482**	**($23,771)**	**-3.4%**

Schaefer Ranch Geologic Hazard Abatement District (Fund 5302)

	FY2024 Actual	FY2025 Adopted	FY2025 Amended	FY 2026 Update	$ Change from Amended	% Change from Amended
Beginning Fund Balance	**$6,222,599**	**$6,654,726**	**$6,654,726**	**$6,857,959**	**$203,233**	**3.1%**
Revenues						
Special Assessments	$507,362	$655,746	$655,746	$675,419	$19,672	3.0%
Use of Money & Property	191,211	115,000	115,000	115,000		
Total Revenues	**$698,573**	**$770,746**	**$770,746**	**$790,419**	**$19,672**	**2.6%**
Expenditures by Category						
Salaries & Wages/Benefits	$17,952	$33,513	$33,513	$35,043	$1,530	4.6%
Contract Services	148,773	370,000	370,000	380,000	10,000	2.7%
Professional Consulting	99,721	164,000	164,000	164,000		
TOTAL COSTS	**$266,446**	**$567,513**	**$567,513**	**$579,043**	**$11,530**	**2.0%**
Ending Fund Balance	**$6,654,726**	**$6,857,959**	**$6,857,959**	**$7,069,335**	**$211,376**	**3.6%**

Fallon Crossing (North Tassajara) Geologic Hazard Abatement District (Fund 5321)

	FY2024 Actual	FY2025 Adopted	FY2025 Amended	FY 2026 Update	$ Change from Amended	% Change from Amended
Beginning Fund Balance	**$3,109,099**	**$3,880,222**	**$3,880,222**	**$4,253,511**	**$373,289**	**9.6%**
Revenues						
Special Assessments	$747,029	$756,802	$756,802	$779,506	$22,704	3.0%
Use of Money & Property	102,258	50,000	50,000	50,000		
Total Revenues	**$849,287**	**$806,802**	**$806,802**	**$829,506**	**$22,704**	**2.8%**
Expenditures by Category						
Salaries & Wages/Benefits	$8,976	$33,513	$33,513	$35,043	$1,530	4.6%
Contract Services	12,513	260,000	260,000	270,000	10,000	3.8%
Professional Consulting	56,674	140,000	140,000	140,000		
TOTAL COSTS	$78,164	$433,513	$433,513	$445,043	$11,530	**2.7%**
Ending Fund Balance	**$3,880,222**	**$4,253,511**	**$4,253,511**	**$4,637,974**	**$384,463**	**9.8%**

California Employers' Retiree Benefit Trust (CERBT)

CERBT (OPEB) Trust Fund (Fund 5171)

	FY2024 Actual	FY2025 Adopted	FY2025 Amended	FY 2026 Update	$ Change from Amended	% Change from Amended
Beginning Fund Balance	**$22,868,762**	**$23,813,351**	**$23,813,351**	**$22,587,451**	**($1,225,900)**	**-5.1%**
Revenues						
Use of Money & Property	$1,928,516					
Total Revenues	**$1,928,516**	**$0**	**$0**	**$0**		
Expenditures by Category						
Benefits	$963,526	$1,175,900	$1,175,900	$1,234,695	$58,795	5.0%
Contract Services	20,400	50,000	50,000	50,000		
TOTAL COSTS	**$983,926**	**$1,225,900**	**$1,225,900**	**$1,284,695**	**$58,795**	**4.8%**
Ending Fund Balance	**$23,813,351**	**$22,587,451**	**$22,587,451**	**$21,302,756**	**($1,284,695)**	**-9.9%**

Attachment 1

City of Dublin Two-Year Strategic Plan

Adopted on April 2, 2024 for Fiscal Years 2024-25 & 2025-26 (updated every two years)

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.

Vision

Dublin is a great community to live, work, and raise a family.

Values

- **Business –** We will provide a full spectrum of opportunity by supporting current and prospective businesses through ongoing economic development efforts and helping them grow and thrive locally.
- **Customer Service –** We will provide welcoming, excellent customer services to our residents and businesses at all times.
- **Diversity** – We will support a wide range of programs and events that reflect and cater to the diversity of our residents.
- **Environmental Sustainability** – We will continue to lead in building a well-planned sustainable community and protecting our natural resources.
- **Equity** – We will deliver our services in a way that ensures equitable access to all.
- **Finances –** We will strive to be fiscally transparent and balance our budgets annually.
- **History** – We will honor our history through places and programs that remind people of our beginnings.
- **Inclusivity** – We will advocate for programs and policies that support inclusive access to housing and cultural opportunities.
- **Innovation** – We will continue to innovate in every aspect of government and promote innovation within the business community.
- **Living an Active Lifestyle** – We will continuously promote an active lifestyle through our parks and facilities and encourage participation in local sports.
- **Safety** – We are dedicated to excellent public safety resources, including police and fire.

Strategies

Strategy
1. Economic Development, Small Business Support, and Downtown Dublin
Strategic Objectives:
1A. Support the implementation of the 2024 Economic Development Strategy, including pursuing growth industries.
1B. 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.
1C. Continue supporting the Fallon-East Economic Development Zone and associated agreements that effectuate the construction of the Dublin Blvd. Extension.
1D. Continue to evaluate and implement small business programs that provide financial assistance, business development, permit processing, and support services to the community.
2. Public Safety
Strategic Objectives:
2A. Work with County officials on Santa Rita Jail release procedures and services to improve the safety of adjacent neighborhoods.
2B. Continue to invest in public safety technology and programs that advance proactive, community policing and protect citizens and law enforcement.
2C. Establish a Business Watch program to collaboratively address commercial theft.
2D. Work with Alameda County Fire on upgrades to fire stations to improve safety and efficiency of operations.
2E. Develop a more comprehensive security infrastructure for City facilities, including video surveillance, building access and improvements, and alarm systems.

3. Housing Inclusivity and Affordability
Strategic Objectives:
3A. Implement the goals, policies, and programs in the 2023-2031 Housing Element.
3B. Support efforts to produce housing affordable at all levels of income.
3C. Support programs that facilitate homeownership such as the First-Time Home Buyer Loan Program
3D. Support development of housing types to support essential workers, younger buyers, and seniors.
3E. Support efforts to address housing for special needs communities.
4. Inclusive and Effective Government
Strategic Objectives:
4A. Set reserves aside for major infrastructure investments which are key to the City's economic future.
4B. Develop policies and procedures to address transition to District-based elected officials.
4C. Implement DEI Action Plan and continue to use a diversity, equity, and inclusion lens in organizational development and programming.
4D. Conduct ongoing outreach and garner feedback on services and programs to meet the community's needs.
4E. Evaluate ways to increase transparency in finance, policing, and development and infrastructure projects.
4F. Continue proactive evaluation of policies and procedures and ensure cybersecurity infrastructure and practices are sufficient to protect the City's assets.
5. Long-Term Infrastructure and Sustainability Investments

Strategic Objectives:
5A. Continue to explore funding mechanisms for capital and ongoing maintenance needs.
5B. Focus on major street improvements to assist in improving safety and traffic movement, including Village Parkway, Tassajara Road, and the Dublin Boulevard extension.
5C. Continue to make progress on the Climate Action Plan and sustainable operations.
5D. Evaluate options for a sustainable pavement management program.
5E. Evaluate use of General Fund reserves to address asset replacement needs.

Appendix

Attachment 1

Expenditure Comparison by Department

Department	FY2024 Actual	FY2025 Adopted	FY2025 Amended	FY2026 Update	$ Change from Amended	% Change from Amended
City Attorney						
City Attorney	$973,618	$985,000	$985,339	$985,000	($339)	0.0%
Total City Attorney	**$973,618**	**$985,000**	**$985,339**	**$985,000**	**($339)**	**0.0%**
City Council						
City Council	$576,233	$689,027	$706,509	$720,537	$14,028	2.0%
Total City Council	**$576,233**	**$689,027**	**$706,509**	**$720,537**	**$14,028**	**2.0%**
City Manager's Office						
City Manager	$1,803,326	$2,543,995	$2,543,995	$2,446,642	($97,353)	-3.8%
City Clerk	722,752	1,244,371	1,475,893	1,185,833	(290,060)	-19.7%
Human Resources	3,618,388	4,436,103	4,480,823	4,522,127	41,304	0.9%
Information Systems	2,748,558	3,675,840	4,010,304	3,800,123	(210,181)	-5.2%
Economic Development	1,067,661	1,020,322	1,299,263	968,273	(330,990)	-25.5%
Community Engagement	531,548	674,728	676,985	902,623	225,638	33.3%
Other Programs	696,020	800,501	882,638	855,589	(27,049)	-3.1%
Total City Manager's Office	**$11,188,252**	**$14,395,861**	**$15,369,901**	**$14,681,210**	**($688,691)**	**-4.5%**
Community Development						
Housing	$6,025,465	$807,938	$5,987,938	$846,276	($5,141,662)	-85.9%
Planning	2,230,850	2,137,286	2,182,427	2,268,912	86,485	4.0%
Building & Safety	3,090,942	3,254,509	3,254,509	3,788,355	533,846	16.4%
Code Enforcement	0	769,072	769,072	955,381	186,309	24.2%
Total Community Development	**$11,347,257**	**$6,968,805**	**$12,193,946**	**$7,858,924**	**($4,335,022)**	**-35.6%**
Finance						
Finance	$2,288,835	$2,417,775	$2,461,792	$2,523,519	$61,727	2.5%
Total Finance	**$2,288,835**	**$2,417,775**	**$2,461,792**	**$2,523,519**	**$61,727**	**2.5%**
Fire						
Fire Services Contract	$16,863,758	$18,390,866	$18,390,866	$19,653,710	$1,262,844	6.9%
Fire Prevention	529,183	582,969	582,969	699,930	116,961	20.1%
Total Fire	**$17,392,941**	**$18,973,835**	**$18,973,835**	**$20,353,640**	**$1,379,805**	**7.3%**
Non-Departmental						
Non-Departmental	$2,034,016	$2,512,150	$2,553,913	$2,513,750	($40,163)	-1.6%
Other Contracts	1,195,165	1,667,909	1,667,909	1,720,170	52,261	3.1%
Non-Departmental - ISF Replacements	2,237,662	1,983,800	2,072,971	3,712,353	1,639,382	79.1%
Total Non-Dept	**$5,466,842**	**$6,163,859**	**$6,294,794**	**$7,946,273**	**$1,651,479**	**26.2%**
Parks & Community Services						
PCS Administration	$2,080,084	$2,183,322	$2,266,873	$2,067,791	($199,082)	-8.8%

Cultural & Spec. Events	1,099,035	1,126,787	1,133,042	1,221,888	88,845	7.8%
Heritage Center	267,906	439,252	442,006	472,570	30,564	6.9%
Senior Center	666,144	749,373	749,373	639,210	(110,163)	-14.7%
Shannon Center	1,068,522	1,415,840	1,420,841	1,418,045	(2,796)	-0.2%
Sports, Stager & Other	1,303,821	1,338,827	1,355,454	1,415,154	59,701	4.4%
The Wave	2,356,326	2,606,803	2,609,555	2,684,449	74,894	2.9%
Dublin Arts Center	0	762,401	762,401	945,062	182,661	24.0%
Total Parks & Community Services	**$8,841,838**	**$10,622,605**	**$10,739,544**	**$10,864,168**	**$124,624**	**1.2%**

Police						
Police Services Contract	$27,061,310	$27,472,696	$27,472,696	$28,884,855	$1,412,159	5.1%
Police Ops Support	2,652,917	3,170,002	4,106,331	3,593,465	(512,866)	-12.5%
Other Contracts	363,121	404,055	408,666	509,420	100,754	24.7%
Total Police Dept	**$30,077,348**	**$31,046,753**	**$31,987,693**	**$32,987,740**	**$1,000,047**	**3.1%**

Public Works						
PW Administration	$1,876,053	$2,060,593	$2,093,687	$1,978,338	($115,349)	-5.5%
Engineering	3,148,518	4,433,609	5,441,050	5,593,578	152,528	2.8%
Environmental & Sustainability	10,348,220	10,268,088	10,835,750	10,520,809	(314,941)	-2.9%
Maintenance	15,987,341	20,227,234	20,503,012	21,747,141	1,244,129	6.1%
Special Districts	535,661	557,313	673,628	850,216	176,588	26.2%
Total Public Works	**$31,895,793**	**$37,546,837**	**$39,547,126**	**$40,690,082**	**$1,142,955**	**2.9%**

TOTAL	**$120,048,957**	**$129,810,357**	**$139,260,479**	**$139,611,093**	**$350,614**	**0.3%**

Human Services Grants

Organization	Amount	Source
Arukah - Tri-Valley Housing and Human Services Grant	$5,000	General Fund
Axis Community Health - Loan Obligation	$14,500	CDBG
Centro Legal de la Raza – Fair and Secure Housing Project	$15,000	ARPA/General Fund
Chabot-Las Positas Community College District – Pathways to Employment	$19,000	ARPA/General Fund
Chabot-Las Positas Community College District – VITA Services	$16,000	ARPA/General Fund
CityServe of the Tri-Valley – Homelessness Prevention/Family Stabilization	$24,000	ARPA/General Fund
CityServe of the Tri-Valley - Senior 60+ Stabilization Program	$18,500	General Fund
Community Resources for Independent Living – Housing and Independent Living Skills	$10,500	ARPA/General Fund
Culinary Angels - Nutritious Meals for Cancer Patients and Caregivers	$5,000	General Fund
East Bay Innovations - Tri-Valley Roadmap to Affordable Housing	$5,000	General Fund
Goodness Village – Tiny Home Community*	$12,500	General Fund
Hively – Family Resource Center	$25,000	ARPA/General Fund
Legal Assistance for Seniors – Legal Srvs, Medicare Counseling and Ed.	$10,000	CDBG/General Fund
Lions Center for the Visually Impaired - Senior Vision Health	$9,000	General Fund
Love Never Fails - Street Outreach and Referrals	$7,500	General Fund
Mercy Retirement and Care - Mercy Brown Bag Program	$5,000	General Fund
Open Heart Kitchen – Dublin Senior Meal Program	$25,000	ARPA/General Fund
Partners for Change Tri-Valley - Alleviating Pverty and Homelessness	$10,000	ARPA/General Fund
Spectrum Community Services - Meals on Wheels: More than a Meal	$22,500	CDBG
Sewa -Cultivating Acceptance Love and Mindfulness	$5,000	General Fund
Sunflower Hill - Dublin Food Access Project	$18,000	General Fund
Tri-Valley Haven - Domestic Violence Services Program	$24,000	ARPA/General Fund
Tr-Valley Haven – Homeless Services Program	$24,000	CDBG
Grand Total	**$330,000**	

Position Allocation Plan

FY 2025-26 POSITION ALLOCATION PLAN CITY POSITIONS

Department / Classification	Actual 2023-24	Adopted 2024-25	Amended 2024-25	Updated 2025-26	Update vs Amended
City Manager Office					
City Manager	1.00	1.00	1.00	1.00	
Assistant City Manager	1.00	1.00	1.00	1.00	
Administrative Technician	1.00	1.00	1.00	1.00	
Assistant to the City Manager	1.00	1.00	1.00	1.00	
City Clerk	1.00	1.00	1.00	1.00	
Communications Manager	1.00	1.00	1.00	1.00	
Digital Engagement Specialist				1.00	1.00
Digital Communications Technician				1.00	1.00
Deputy City Clerk			1.00	1.00	
Deputy City Manager	1.00	1.00	1.00	1.00	
Economic Development Manager		1.00	1.00	1.00	
Executive Aide	1.00	1.00	1.00	1.00	
Management Analyst II	3.00	3.00	2.00	1.00	(1.00)
Management Fellow (Limited Term)	1.00	1.00	1.00	1.00	
Office Assistant II	2.00	2.00	1.00	1.00	
Senior Digital Engagement Specialist				1.00	1.00
Senior Management Analyst			1.00	1.00	
Senior Office Assistant	1.00	1.00	2.00	2.00	
Special Projects Manager	1.00	1.00			
Special Projects Manager (Limited Term)	1.00				
Total - City Manager Office	**17.00**	**17.00**	**17.00**	**19.00**	**2.00**
Community Development					
Community Development Director	1.00	1.00	1.00	1.00	
Administrative Aide	1.00	1.00	1.00	1.00	
Assistant Director of Community Develop	1.00	1.00	1.00	1.00	
Assistant Planner	1.00	1.00	1.00	1.00	
Chief Building Official	1.00	1.00	1.00	1.00	
Code Enforcement Officer	2.00	2.00	2.00	2.00	
Office Assistant II	2.00	2.00	2.00	2.00	
Permit Technician	2.00	2.00	2.00	2.00	
Plan Check Engineer	1.00	1.00	1.00	1.00	
Plans Examiner	1.00	1.00	1.00	1.00	
Principal Planner	2.00	2.00	2.00	2.00	
Senior Code Enforcement Officer		1.00	1.00	1.00	
Senior Management Analyst	1.00	1.00	1.00	1.00	
Senior Office Assistant	2.00	2.00	2.00	2.00	
Senior Planner	1.00	1.00	1.00	1.00	
Total - Community Development	**19.00**	**20.00**	**20.00**	**20.00**	
Finance					
Finance Director	1.00	1.00	1.00	1.00	
Accountant	1.00	1.00	1.00	1.00	
Accounting Manager	1.00	1.00	1.00	1.00	
Financial Analyst	1.00	1.00	1.00	1.00	
Management Analyst II	1.00	1.00	1.00	1.00	

Senior Accountant	1.00	1.00	1.00	1.00	
Senior Finance Technician	1.00	1.00	1.00	1.00	
Senior Office Assistant	1.00	1.00	1.00	1.00	
Total - Finance	**8.00**	**8.00**	**8.00**	**8.00**	
Fire Department					
Office Assistant II	1.00	1.00			
Permit Technician			1.00	1.00	
Total - Fire Department	**1.00**	**1.00**	**1.00**	**1.00**	
Human Resources					
Human Resources Director	1.00	1.00	1.00	1.00	
Human Resources Manager	1.00	1.00	1.00	1.00	
Administrative Technician	2.00	2.00	2.00	2.00	
Total - Human Resources	**4.00**	**4.00**	**4.00**	**4.00**	
Information Systems					
Chief Information Security Officer	1.00	1.00	1.00	1.00	
Audio-Visual Specialist	1.00	1.00	1.00	1.00	
Information Systems Manager	1.00	1.00	1.00	1.00	
Information Systems Specialist	1.00	1.00	1.00	1.00	
Information Systems Technician I/II	1.00	1.00	1.00	1.00	
Network Systems Coordinator	1.00	1.00	1.00	1.00	
Senior Office Assistant	1.00	1.00	1.00	1.00	
Total - Information Systems	**7.00**	**7.00**	**7.00**	**7.00**	
Parks & Community Services					
Parks & Community Svcs Director	1.00	1.00	1.00	1.00	
Asst. Parks & Comm Services Dir.	1.00	1.00	1.00	1.00	
Graphic Design & Comm Coordinator	1.00	1.00	1.00		(1.00)
Management Analyst I	1.00	1.00			
Management Analyst II	1.00	1.00	1.00	1.00	
Office Assistant II	1.00	1.00	0.50	0.50	
Parks & Community Services Manager	1.00	1.00	2.00	2.00	
Recreation Coordinator	9.00	9.00	9.00	9.00	
Recreation Supervisor	4.00	4.00	3.00	3.00	
Recreation Technician	1.00	1.00	1.00	1.00	
Senior Office Assistant	3.00	3.00	3.50	3.50	
Total - Parks & Community Services	**24.00**	**24.00**	**23.00**	**22.00**	**(1.00)**
Police Department					
Administrative Aide	1.00	1.00	1.00	1.00	
Administrative Technician	1.00	1.00	1.00	1.00	
Office Assistant II	2.00	2.00	2.00	3.00	1.00
Total - Police Department	**4.00**	**4.00**	**4.00**	**5.00**	**1.00**
Public Works					
Public Works Director	1.00	1.00	1.00	1.00	
Administrative Aide	1.00	1.00	1.00	1.00	
Assistant Civil Engineer	1.00	1.00	2.00	2.00	
Assistant Public Works Dir/City Engineer	1.00	1.00	1.00	1.00	
Associate Civil Engineer	2.00	3.00	2.00	2.00	
Capital Improvement Program Manager	1.00	1.00	1.00	1.00	
Environmental & Sustain. Manager	1.00	1.00	1.00	1.00	
Environmental Technician	1.00	1.00	1.00	1.00	
GIS Coordinator	1.00	1.00	1.00	1.00	
Maintenance Coordinator	1.00	1.00	1.00	1.00	
Management Analyst II	1.00	1.00	2.00	2.00	

Office Assistant II	1.00	1.00	1.00	1.00	
Parks & Facilities Dev. Coordinator	1.00	1.00	1.00	1.00	
Permit Technician	1.00	1.00	1.00	1.00	
Principle Engineer	1.00	1.00	1.00	1.00	
Public Works Manager	1.00	1.00	1.00	1.00	
Public Works Trans/Ops Manager	1.00	1.00	1.00	1.00	
Senior Civil Engineer	1.00	1.00	1.00	1.00	
Senior Office Assistant	1.00	1.00	1.00	1.00	
Senior Public Works Inspector	2.00	2.00	2.00	2.00	
Total - Public Works	**22.00**	**23.00**	**24.00**	**24.00**	
GRAND TOTAL - CITY POSITIONS	**106.00**	**108.00**	**108.00**	**110.00**	**2.00**

Note on Position Allocation Plan

NOTE: The Position Allocation Plan only accounts for City permanent positions. The Position Allocation Plan does not account for temporary/seasonal Staff in the Parks & Community Services Department. It also does not include all personnel who perform work under contract to the City of Dublin, police and fire services with Alameda County, maintenance services with MCE Corporation; or legal services provided by Redwood Public Law.

Attachment 1

Fiscal Year 2025-26 Appropriations Limit

(Based on Fiscal Year 2024-25 Limit Adopted by City Council Resolution No. 50-24)

The Gann Limit, or Proposition 4 Limit, was a 1979 amendment to the California constitution sponsored by political activist Paul Gann in 1979 on the heels of his property tax-reducing Proposition 13 initiative passed the prior year. The Gann Limit was designed to regulate state and local spending by linking the rate of appropriation growth to a statewide index.

In accordance with Chapter 1025 of the statutes of 1987, as amended, each government entity is required to include the Appropriations Limit in the annual budget. The City of Dublin has calculated a Fiscal Year 2025-26 limit in accordance with Article XIII B of the California Constitution and the recognized methodology for calculating adjustments. The details of this calculation are shown on the following page.

The Appropriations Limit does not apply to all funds appropriated by the City Council. State law limits only the appropriations that are funded by "proceeds of taxes," which are narrowly defined. The law also establishes a formula to be used to calculate annual adjustments to the limit using a combination of two factors selected by the agency.

The first factor is based on changes in population. Agencies may either select the change in the city population or the change in county population. For Fiscal Year 2025-26 the City of Dublin population change is an increase of 2.17% which is larger than the Alameda County population increase of 0.31% (based on the Price and Population Information provided by the California Department of Finance). Therefore, the adjustment calculation uses the City of Dublin population change.

The second factor allows the City to use either 1) the increase in the State per capita personal Income, or 2) the change in local assessed valuation based on changes in the "Non-residential New Construction." The change in the per capita personal income as provided by the Department of Finance is 6.44%. The change in the assessed valuation compares the total change in assessed valuation to the amount related strictly to non-residential improvements, in April 2025, the Alameda County Assessor provided data related to Fiscal Year 2024-25 changes in assessed valuation attributable to Non-residential New Construction, the amount of the increase was $1,238,000, or 0.12%. Therefore, the City of Dublin elected to use the change in the State per capita personal Income.

The two factors discussed above are combined to arrive at a growth rate for appropriations, which is then applied to the prior year to arrive at a limit for the new budget year. The City of Dublin's Fiscal Year 2025-26 Appropriations Limit is $527,518,172, as shown on the following page, while the Fiscal Year 2025-26 Budget contains appropriations of $102,698,971 that would be categorized as funded by proceeds of taxes. Therefore, the City's appropriations subject to the Gann Limit are
$424,819,201 below the allowed amount calculated for Fiscal Year 2025-26.

Attachment 1

Calculation of Fiscal Year 2025-26 Appropriations Limit

(Based on Fiscal Year 2024-25 Limit)

A. Selection of Optional Factors

1. Change in population – City vs. County.

Factors	1/1/2025	1/1/2024	% Increase
a. City of Dublin	74,031	72,462	**2.17%**
b. County of Alameda	1,660,751	1,655,644	0.31%

The City selected Factor 1a. City of Dublin population change 2.17%

2.

3. Change in State per capita personal income vs. City non-residential building construction.

Factors	% Change
a. Change in State per capita personal income	**6.44%**
b. Change in non-residential assessed valuation	0.12%

The City selected Factor 2a. Change in State per capita personal income 6.44%.

4.

B. Fiscal Year 2025-26 Growth Adjustment Factor

Calculation of factor for Fiscal Year 2025-26 = X*Y = 1.0217*1.0644 = **1.0875**

X = (Selected Factor #1 + 100)/100 = (2.17+100)/100 = 1.0217

Y = (Selected Factor #2 + 100)/100 = (6.44+100)/100 = 1.0644

C.

D. Calculation of Appropriations Limit

Fiscal Year 2024-25 Appropriations Limit	$485,074,181
Fiscal Year 2025-26 Adjustment Factor	x **1.0875**
Fiscal Year 2025-26 Appropriations Limit	$527,518,172

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ADOPTING A BUDGET FOR THE CITY OF DUBLIN FOR FISCAL YEAR 2025-26

WHEREAS, the City Council of the City of Dublin desires to establish a Budget for Fiscal Year 2025-26; and

WHEREAS, the City Council has reviewed and considered the Budget documents and has received input from the public; and

WHEREAS, the City Manager has prepared a balanced budget which provides for organizational adjustments and allocation of resources in a manner which aligns with available resources and the Strategic Plan elements; and

WHEREAS, the General Fund Operating Budget is balanced without the need to draw from the Reserve for Economic Stability in order to balance funding with planned expenditures; and

WHEREAS, the City Council is required to adopt a budget and financial plan before the Fiscal Year begins on July 1, 2025; and

WHEREAS, the Summary of Appropriations (**Exhibit A**) attached hereto and made part of this Resolution, reflects the Fiscal Year 2025-26 Budget for Governmental and Proprietary Funds for the City of Dublin; and

WHEREAS, the City Council desires to confirm adjustments made administratively to the Capital Improvement Project balances during the preparation of the Proposed Budget and accommodate the carryover of unspent Fiscal Year 2024-25 Capital Improvement Project appropriations, for those projects where work and expenditures will continue in Fiscal Year 2025-26; and

WHEREAS, the City Council desires to carry over unspent Fiscal Year 2024-25 operating expenditures, both encumbered and unencumbered, excluding personnel costs, for activities where work and expenditures will continue in Fiscal Year 2025-26; and

WHEREAS, the City Council desires to delegate the authority to appropriate Internal Service fund balances that have been set aside for facilities, vehicle, and equipment replacement purposes to the City Manager in Fiscal Year 2025-26; and

WHEREAS, the City Council also desires to delegate the authority to appropriate Public Educational & Government Television (PEG) funds to the City Manager according to the Tri-Valley Community Television adopted budget allocation to the City for Fiscal Year 2025-26; and

WHEREAS, the City Council also desires to delegate the authority to appropriate Committed and Assigned fund balances that have been approved by the City Council for specific purposes to the City Manager in Fiscal Year 2025-26; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby:

1. Adopt the Fiscal Year 2025-26 Budget Appropriation for the City of Dublin, as outlined in **Exhibit A**;

2. Authorize the City Manager to make expenditures appropriations in accordance with the Budget as adopted, with the exception of those expenditures which require prior City Council approval, in accordance with the adopted City ordinances, rules, and regulations;

3. Authorize the City Manager to transfer budgeted amounts between line items, provided that the transfer is within the same fund, regardless of the specific department activity. This includes the authority to transfer from the General Fund budgeted contingency amounts that are approved by the City Council during the budget adoption. Transfers shall continue to be documented in the financial records and conveyed to the City Council during the midyear review;

4. Authorize the City Manager to increase revenue and expenditure budget for various departmental functions, when corresponding revenues comes in over budget: this would apply to development activity, inspection activity, recreation program activity, and any other departmental activity which generates correlating revenues, as verified by the Finance Director. Increased appropriations shall continue to be documented in the financial records and conveyed to the City Council during the midyear review;

5. Authorize the City Manager to increase revenues and expenditures related to the award of grants, where there is no net impact to the City, as verified by the Finance Director. Increased appropriations shall continue to be documented in the financial records and conveyed to the City Council during the midyear review;

6. Authorize the City Manager to make transfers among the various funds, consistent with the "Fund Balances FY 2025-26" as presented in the Proposed Budget. Fund transfers are reported as part of the regular financial reports provided to the City Council;

7. Authorize the City Manager to increase the appropriations for Fiscal Year 2025-26 expenditures in an amount not to exceed the amount of funds encumbered or designated by the City Manager as needed for expenses that did not occur prior to the year-end, but are expected to be expended in Fiscal Year 2025-26 consistent with the original purpose. This ability to carry-over funding shall not apply to savings from personnel costs and shall only occur if the Department Activity total for non-personnel expenditures was less than the amount budgeted for the same. This must also be evaluated on a fund-by-fund basis. The actual amount of the increased appropriation shall be reported to the City Council, and the City Manager may assign the fund balance in an amount sufficient to account for the increase;

8. Authorize the City Manager to adjust the Fiscal Year 2025-26 appropriations to account for the carryover of unspent Capital Improvement Project appropriations from Fiscal Year 2024-25. All such adjustments shall be clearly recorded in the City financial records and shall only be for projects that remain incomplete as of June 30, 2025;

9. Authorize the City Manager to transfer funds between capital projects, within the same funding source. Any revisions, which alter the project's budget by adding a new funding source, except new grants, are to be approved by the City Council;

10. Authorize the City Manager to appropriate funds from Committed and Assigned fund balances that have been approved by the City Council for specific purposes;

11. Authorize the City Manager to appropriate funds from Internal Service Funds that have been set aside for facilities, vehicle, and equipment replacement purposes; and

12. Authorize the City Manager to appropriate PEG fund based on the Tri-Valley Community Television adopted budget allocation to the City.

PASSED, APPROVED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A
FISCAL YEAR 2025-26 SUMMARY OF APPROPRIATIONS
(Governmental and Proprietary Funds)

OPERATING PROGRAMS	APPROPRIATIONS
City Attorney	$985,000
City Council	720,537
City Manager's Office	14,681,210
Community Development	7,858,924
Finance	2,523,519
Fire	20,353,640
Non-Departmental	7,946,273
Parks & Community Services	10,864,168
Police	32,987,740
Public Works	40,690,082
Total Operating Programs	**$139,611,093**

CAPITAL IMPROVEMENT PROGRAMS	
General	$5,702,000
Public Art	300,000
Parks	6,050,941
Streets	20,287,000
Total Capital Improvement Programs [(1)]	**$32,339,941**

[(1)] Excludes Other funding and unidentified funding sources as well as developer-built project costs. Other Funding sources, such as grants, will be appropriated once funds are approved.

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ESTABLISHING A SALARY PLAN FOR FULL-TIME PERSONNEL IN ACCORDANCE WITH THE PERSONNEL RULES

WHEREAS, the City Council has adopted a Salary & Benefit Plan pursuant to the Personnel System Rules; and

WHEREAS, the City Council adopted Resolution No. 73-23 and subsequent amendments which establish a Salary Plan for full-time personnel in accordance with the Personnel System Rules; and

WHEREAS, the City Council adopted Resolution 96-23 which established increases to salary ranges effective July 1, 2025.

NOW, THEREFORE, BE IT RESOLVED that the following salary provisions shall be established in accordance with the City's Personnel System Rules and Benefit Plan.

BE IT FURTHER RESOLVED that any previous enacted salary provisions contained in Resolution No. 73-23 and the subsequent amendments shall be superseded by this Resolution.

ARTICLE I: SALARY PROVISIONS

SECTION A: REGULAR EMPLOYEES EXEMPT FROM FAIR LABOR STANDARDS ACT (FLSA) OVERTIME PROVISIONS

Employees covered under this Section shall be paid a monthly salary within the following ranges with the exception of any Performance Pay Adjustment granted in accordance with the Personnel System Rules. In the event that it is deemed by the City Manager to be in the best interest of the City, temporary appointment of no more than 6 months, where the work assignments are such that they can be completed with less than a 40-hour week, may be approved based upon hourly rates. The total salary paid for such work shall not be less than the "salary test" required for exception under the FLSA.

	Monthly Minimum	Monthly Maximum
Accountant	$ 9,355.02	$ 11,695.65
Assistant Civil Engineer	$ 9,517.84	$ 11,897.04
Associate Civil Engineer	$ 11,070.04	$ 13,838.07
Associate Planner	$ 9,886.22	$ 12,359.77
Budget Analyst	$ 11,324.43	$ 14,155.83
Deputy City Clerk	$ 8,626.13	$ 10,782.07
Digital Engagement Specialist	$ 9,846.31	$ 12,310.22
Economic Development Manager	$ 12,757.12	$ 15,947.23

Environmental Coordinator	$ 9,846.31	$ 12,310.22
Executive Aide	$ 8,528.89	$ 10,660.54
Financial Analyst	$ 11,324.43	$ 14,155.83
GIS Coordinator	$ 10,024.24	$ 12,532.67
Housing Specialist	$ 11,324.43	$ 14,155.83
Maintenance Coordinator	$ 9,846.31	$ 12,310.22
Management Analyst II	$ 9,846.31	$ 12,310.22
Network Systems Coordinator	$ 9,463.96	$ 11,832.21
Parks & Facilities Development Coordinator	$ 9,886.22	$ 12,359.77
Plans Examiner II	$ 9,463.96	$ 11,832.21
Recreation Supervisor	$ 9,380.95	$ 11,724.29
Senior Accountant	$ 10,299.84	$ 12,875.07
Senior Civil Engineer	$ 12,402.65	$ 15,502.76
Senior Digital Engagement Specialist	$ 11,324.43	$ 14,155.83
Senior Management Analyst	$ 11,324.43	$ 14,155.83
Senior Planner	$ 11,266.19	$ 14,083.85

SECTION B: REGULAR EMPLOYEES COVERED BY OVERTIME PROVISIONS OF THE FLSA.

Employees covered under this Section shall be paid hourly wages within the following ranges with the exception of any Performance pay Adjustments granted in accordance with the Personnel System Rules. The monthly salaries are shown for informational purposes only.

	Hourly Minimum	Hourly Maximum	Monthly Minimum	Monthly Maximum
Administrative Aide	$ 46.8499	$ 58.5738	$ 8,120.65	$ 10,152.78
Administrative Technician	$ 42.5971	$ 53.2406	$ 7,383.50	$ 9,228.38
Assistant Planner	$ 50.5128	$ 63.1256	$ 8,755.54	$ 10,941.78
Audio-Visual Specialist	$ 49.5165	$ 61.8841	$ 8,582.86	$ 10,726.58
Code Enforcement Officer	$ 46.2099	$ 57.7623	$ 8,009.71	$ 10,012.12
Digital Communications Technician	$ 41.3966	$ 51.7402	$ 7,175.42	$ 8,968.31
Environmental Technician	$ 48.2700	$ 60.3649	$ 8,366.80	$ 10,463.25
Finance Technician I	$ 34.0424	$ 42.5530	$ 5,900.68	$ 7,375.85
Finance Technician II	$ 37.8388	$ 47.2820	$ 6,558.72	$ 8,195.55
Information Systems Specialist	$ 49.5165	$ 61.8841	$ 8,582.86	$ 10,726.58
Information Systems Technician I	$ 40.8653	$ 51.0874	$ 7,083.31	$ 8,855.15
Information Systems Technician II	$ 45.4093	$ 56.7655	$ 7,870.94	$ 9,839.35
Management Analyst I	$ 51.1440	$ 63.9182	$ 8,864.96	$ 11,079.16
Management Fellow	$ 36.5810	$ 45.7261	$ 6,340.71	$ 7,925.86
Office Assistant I	$ 30.2982	$ 37.8767	$ 5,251.70	$ 6,565.30
Office Assistant II	$ 33.6700	$ 42.0838	$ 5,836.13	$ 7,294.52
Permit Technician	$ 41.3966	$ 51.7402	$ 7,175.42	$ 8,968.31
Plans Examiner I	$ 49.5165	$ 61.8842	$ 8,582.86	$ 10,726.60
Public Works Inspector	$ 50.3271	$ 62.9033	$ 8,723.37	$ 10,903.23
Public Works Technician I	$ 41.2136	$ 51.5075	$ 7,143.70	$ 8,927.97

Public Works Technician II	$ 45.7928	$ 57.2305	$ 7,937.41	$ 9,919.95
Recreation Coordinator	$ 44.7676	$ 55.9849	$ 7,759.72	$ 9,704.05
Recreation Technician	$ 40.3083	$ 50.3799	$ 6,986.76	$ 8,732.51
Senior Code Enforcement Officer	$ 50.8411	$ 63.5359	$ 8,812.46	$ 11,012.89
Senior Finance Technician	$ 45.4093	$ 56.7655	$ 7,870.94	$ 9,839.35
Senior Office Assistant	$ 37.0340	$ 46.2906	$ 6,419.23	$ 8,023.71
Senior Public Works Inspector	$ 57.2077	$ 71.5032	$ 9,916.01	$ 12,393.90

BE IT FURTHER RESOLVED that the changes contained herein shall be effective July 1, 2025.

PASSED, APPROVED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ESTABLISHING A SALARY PLAN FOR MANAGEMENT POSITIONS EXEMPT FROM COMPETITIVE SERVICE

WHEREAS, the City Council has adopted a Salary & Benefit Plan pursuant to the Personnel System Rules; and

WHEREAS, the City Council adopted Resolution No. 74-23 and subsequent amendments which establish a Salary Plan for full-time management positions exempt from competitive service in accordance with the Personnel System Rules; and

WHEREAS, the City Council adopted Resolution 96-23 which established increases to salary ranges effective July 1, 2025.

NOW, THEREFORE, BE IT RESOLVED that the following salary provisions shall be established in accordance with the City's Personnel System Rules and Benefit Plan.

BE IT FURTHER RESOLVED that any previously enacted salary provisions contained in Resolution No. 74-23 and the subsequent amendments shall be superseded by this Resolution.

ARTICLE I: SALARY PROVISIONS

SECTION A: REGULAR EMPLOYEES EXEMPT FROM FAIR LABOR STANDARDS ACT (FLSA) OVERTIME PROVISIONS

	Minimum Monthly	**Maximum Monthly**
Accounting Manager	$ 12,631.93	$ 15,789.89
Assistant City Manager	$ 20,242.28	$ 25,299.26
Assistant Director of Community Development	$ 14,486.90	$ 18,108.61
Assistant Finance Director	$ 14,240.96	$ 17,801.20
Assistant Parks & Community Services Director	$ 14,196.24	$ 17,745.30
Assistant Public Works Director/City Engineer	$ 15,837.94	$ 19,798.63
Assistant to The City Manager	$ 12,633.38	$ 15,792.53
Capital Improvement Program Manager	$ 13,431.71	$ 16,789.35
Chief Building Official	$ 13,908.31	$ 17,385.10
Chief Information Security Officer	$ 17,577.95	$ 21,972.21
City Clerk	$ 13,211.81	$ 16,514.46
City Manager	$ 31,267.02	$ 31,267.02
Communications Manager	$ 12,757.03	$ 15,947.23
Community Development Director	$ 18,107.33	$ 22,635.38
Deputy City Manager	$ 18,214.06	$ 22,768.48
Economic Development Director	$ 17,800.40	$ 22,251.62
Environmental & Sustainability Manager	$ 12,757.12	$ 15,947.23
Finance Director	$ 17,800.40	$ 22,251.62

Human Resources Director	$ 17,800.40	$ 22,251.62
Human Resources Manager	$ 12,757.12	$ 15,947.23
Information Systems Manager	$ 12,757.12	$ 15,947.23
Parks & Community Services Director	$ 17,745.50	$ 22,180.19
Parks & Community Services Manager	$ 12,071.65	$ 15,090.36
Plan Check Engineer	$ 12,071.65	$ 15,090.36
Planning Manager	$ 13,628.20	$ 17,036.39
Principal Engineer	$ 13,431.71	$ 16,789.35
Principal Planner	$ 12,397.58	$ 15,497.78
Public Works Director/Assistant City Engineer	$ 18,465.89	$ 23,083.28
Public Works Manager	$ 12,397.58	$ 15,497.78
Public Works Transportation & Operations Manager	$ 13,431.71	$ 16,789.35
Special Projects Manager	$ 12,757.12	$ 15,947.23

BE IT FURTHER RESOLVED that the changes contained herein shall be effective July 1, 2025.

PASSED, APPROVED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. XX – 25

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

AMENDING THE CLASSIFICATION PLAN

WHEREAS, in accordance with the City's Personnel System Rules, the City Council adopted Resolution No. 30-84 and subsequent resolutions which comprise the Classification Plan; and

WHEREAS, it is necessary to periodically add, remove and/or amend job descriptions in the Classification Plan.

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 30-84 and subsequent resolutions shall be further amended to delete the following job description:

Graphic Design and Communications Coordinator

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 30-84 and subsequent resolutions shall be further amended to include the following job description:

Digital Communications Technician (Exhibit A)
Digital Engagement Specialist (Exhibit B)
Senior Digital Engagement Specialist (Exhibit C)

BE IT FURTHER RESOLVED that this document shall become a part of the official Classification Plan for the City of Dublin; and that the changes contained herein shall be effective July 1, 2025.

PASSED, APPROVED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Date Adopted: June 17, 2025
Date Revised:

TITLE: DIGITAL COMMUNICATIONS TECHNICIAN

FLSA: NON-EXEMPT

General Purpose

Under general direction, performs a variety of technical and creative support tasks in marketing, communication, graphic design, video production and website and social media content management. Supports professional and management staff in implementing communications initiatives that enhance public awareness and engagement.

Distinguishing Characteristics

This is a technical-level classification in the Digital Engagement series. Incumbents perform duties with a moderate level of independence and are fully competent in applying knowledge of communication tools and methods. This class is distinguished from the Digital Engagement Specialist by its emphasis on technical and support functions, with less responsibility for strategy development and project leadership.

Supervision Received and Exercised

- Receives general direction from professional and/or management staff in the Division.
- Receives technical guidance from Digital Engagement Specialists or Senior Digital Engagement Specialists.
- This position does not regularly supervise staff but may provide guidance to part-time, temporary, or contracted workers.

Essential Duties and Responsibilities

The following duties are typical for this classification. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this class.

- Assist in creating and executing marketing and outreach materials, including photography, video editing, and graphic design, to inform and engage the public.
- Support digital storytelling and content creation across web, social media and multimedia platforms.
- Assist in designing, creating, and executing marketing and outreach materials, including photography, video editing, and graphic design, to inform and engage the public.
- Participate in the design and publication of marketing and outreach materials.
- Create and maintain content on City websites; ensure content is accurate, current, and aligned with accessibility and style guidelines.

- Create, schedule and post engaging social media content; monitor basic analytics and trends.
- Compose and prepare routine letters, brochures, and articles.
- Collaborate with City departments to support their communication needs through templates, graphics and content updates.
- Assist City staff in the development of publications, promotional materials, and oral presentations as requested.
- Ensure that products reflect principles of diversity, equity, inclusion and accessibility, and are available to audiences with varying abilities or language backgrounds.
- Assist with onsite and offsite event support, including digital coverage and content creation.
- Operate equipment such as cameras, microphones, tripods and editing software to produce communications content.
- Maintain organized digital archives and content libraries.
- Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service.
- Perform other duties as assigned.

Minimum Qualifications

Education:

Equivalent to completion of the twelfth grade, supplemented by college coursework in communications, journalism, public relations, digital media production, marketing, graphic design or a related field.

Experience:

Two years of progressively responsible experience in digital communications, multimedia production, or graphic design.

Knowledge of:

- Principles and practices of communications, media production, and public engagement.
- Basic graphic design principles and techniques, including desktop publishing software.
- Principles and practices of basic video productions, marketing, public information, and media relations.
- Principles and practices of website content management systems and social media platforms.
- Photography and video production tools and techniques.
- Principles of inclusive and accessible communication, including ADA and WCAG standards.
- English usage, grammar, spelling, punctuation, and writing conventions for public information material.
- Modern office equipment, including personal computer programs for word processing, spreadsheet, database, desktop, audio/visual presentation, basic design and communications.

Ability to:

- Assist in developing creative, accessible, and inclusive communication materials across platforms.

- Perform technical marketing and communications duties.
- Assist with planning, researching, organizing and coordinating a variety of public information, media, and community outreach activities and programs.
- Follow branding and editorial guidelines in digital and print media.
- Respond to and effectively prioritize multiple requests for service.
- Operate a variety of multimedia equipment and editing software used for video and audio recording, editing and dissemination and/or graphic design.
- Communicate clearly and concisely, both orally and in writing.
- Maintain attention to detail in layout, editing and proofreading.
- Establish and maintain effective working relationships with those contacted in the course of work.

Work Environment

Work is primarily performed in a standard office setting with frequent use of computers and multimedia equipment. The position may require occasional fieldwork, including attendance at community events, photo/video shoots, or offsite meetings. The role may involve extended hours, including evenings and weekends, in support of events or emergency communications.

Physical Requirements

The physical standards described below are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Frequent sitting, standing, walking, bending, reaching, and repetitive motion.
- Manual dexterity to operate computers, camera equipment, and audiovisual tools.
- Occasional lifting, carrying, or transport of materials or equipment weighing up to 25 pounds (e.g., banners, camera gear, display materials, A/V equipment).
- Visual and auditory acuity to operate video/photo equipment, review visual content, and participate in meetings and public events.
- Ability to safely operate a motor vehicle and travel to various City or community locations as needed.

Equal Opportunity Statement:
The City of Dublin is an equal opportunity employer committed to building a diverse and inclusive workforce. We encourage applications from all qualified individuals regardless of race, ethnicity, gender identity, sexual orientation, disability, age, religion or veteran status. Accommodations are available upon request during the selection process.

Date Adopted: June 17, 2025
Date Revised:

TITLE: DIGITAL ENGAGEMENT SPECIALIST

FLSA: EXEMPT

General Purpose

Under general supervision, performs a variety of professional-level duties in support of the City's communication, public engagement, and digital media functions. Responsibilities include planning, creating and executing multimedia content for City communication platforms, including video, photo, website, and social media; designing print and digital collateral; supporting public outreach and marketing initiatives, ensuring alignment with the City's brand identity.

Distinguishing Characteristics

This is the journey-level class within the Digital Engagement Specialist series. Positions in this class are fully competent to perform the full scope of assigned duties with limited supervision and may assist in guiding the work of the Digital Communications Technician, intern, part-time, or contract staff. This class is distinguished from the Senior Digital Engagement Specialist in that the latter performs the most difficult and responsible types of duties assigned to classes within this series including exercising technical and functional supervision.

Supervision Received and Exercised

- Receives administrative direction from the Division Manager.
- May exercise technical and functional supervision over the Digital Communications Technician, intern, part-time or contracted staff as appropriate.

Essential Duties and Responsibilities

The following duties are typical for this classification. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this class.

Depending on assignment:

- Support the development and implementation of communications strategies and marketing plans related to City programs, events and initiatives, ensuring inclusivity and accessibility.
- Collaborate with internal departments on various projects in order to develop multimedia content aligned with the organizational goals and branding strategy.
- Capture and edit high-quality photo and video content for digital campaigns and social media.

- Write, design and produce a variety of communication materials including press releases, newsletters, social media posts, flyers, brochures, reports, presentations and web content.
- Develop the overall layout and design for print and digital collateral that enhances the City's image, informs the public and supports outreach efforts.
- Administer content on the City's website and social media platforms; ensure timely, accurate and engaging information is available to the community.
- Ensure that communication materials reflect principles of diversity, equity, and inclusion and are accessible to individuals of varying backgrounds, languages, and abilities.
- Monitor trends and performance analytics related to public engagement, social media and digital campaigns; make recommendations for improvement.
- Ensure compliance with City policies, accessibility standards (such as WCAG), and legal requirements related to public communication and digital media.
- Negotiate and manage agreements for contract services.
- Participate in budget preparation related to program areas; prepare costs estimates for budget recommendations for marketing and advertising; monitor expenditures.
- Participate in planning, coordinating and implementing community celebration events and recognition events for City staff and community members/groups.
- Compose and prepare letters, brochures, and articles.
- Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service.
- Perform other duties as assigned.

Minimum Qualifications

Education:

Equivalent to an Associate of Arts degree from an accredited college or university with major course working in graphics design, communication, marketing, journalism, photography, desktop publishing, and/or reprographics. A Bachelor's degree is highly desirable.

Experience:

Three years of progressively responsible experience in public information, digital content creation, marketing, graphic design, videography, or communications.

Knowledge of:

- Principles and practices of technical and functional supervision and training.
- Principles and practices of public communication, community engagement, marketing, advertising, public relations, market research and analysis, printing and publishing.
- Social media platforms, digital storytelling strategies, and content trends.
- Graphic design, web design, editing principles, and branding.
- Photography and video production, including editing software and equipment.
- Public sector standards for accessibility, transparency, and brand consistency.
- Writing styles and editing techniques for different platforms and audiences.
- Principles and practices of pre- and post-production editing.
- Modern marketing and public relations techniques and event promotion.
- Methods for developing or maintaining websites and related content.

- Methods and practices of program development and project management.
- Principles and practices of effective business and marketing communications.
- Principles and practices of budget administration.
- Digital marketing channels and platforms.
- Methods of effective storytelling and presentation.
- Advanced use of social media tools.
- English usage, spelling, punctuation, and grammar.
- Modern office equipment and software, including word processing, spreadsheets, databases, desktop publishing, audio/visual presentation tools, data analytics, design and communications software, digital photography, and graphic/visual design tools

Ability to:

- Plan, develop, and deliver engaging multimedia and print content across multiple platforms; design concepts and camera-ready materials, ensuring alignment with project needs and brand guidelines.
- Perform professional marketing, communications and public information duties to promote and market City and department services and programs.
- Interpret project needs and convert user-developed content into attractive marketing, outreach and communication materials.
- Translate technical or complex information into public-facing materials.
- Design and prepare camera-ready reports and brochures for in-house or contracted printing projects, overseeing the document reproduction process for quality and accuracy.
- Apply creatively and innovation to redefine designs as needed to meet project goals, time constraints, and cost considerations.
- Take photographs, create presentations, operate and maintain multimedia equipment and software.
- Collect, evaluate, and interpret information and data, including digital media and marketing trends.
- Keep abreast of developments in information technology and trends, particularly design programs and hardware.
- Apply brand and style guidelines consistently across all media.
- Manage digital content projects utilizing multiple software products and platforms.
- Prioritize tasks, manage multiple deadlines in a fast-paced, team-oriented environment, and adapt quickly to shifting priorities.
- Take initiative while working independently or collaboratively in a team environment.
- Work well under pressure and quickly make responsible decisions; identify and resolve problems quickly.
- Demonstrate tact and good judgment in dealing with sensitive issues and situations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with colleagues, vendors, and the public.

Work Environment

Work is primarily performed in a standard office setting with frequent use of computers and multimedia equipment. The position will require occasional fieldwork, including attendance at community events, photo/video shoots, or offsite meetings, with occasional exposure to outdoor

conditions. The role may involve extended hours, including evenings and weekends, in support of events or emergency communications.

Physical Requirements

The physical standards described below are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Frequent sitting, standing, walking, bending, reaching, and repetitive motion.
- Manual dexterity to operate computers, camera equipment, and audiovisual tools.
- Ability to view and produce content on screens for extended periods of time.
- Occasional lifting, carrying, or transport of materials or equipment weighing up to 25 pounds (e.g., banners, camera gear, display materials, A/V equipment).
- Visual and auditory acuity to operate video/photo equipment, review visual content, and participate in meetings and public events.
- Ability to safely operate a motor vehicle and travel to various City or community locations as needed.

Licenses, Certificates and Special Requirements

Depending on assignment, position may require possession of a valid California Class C Driver's License and Certificate of Automobile Insurance for Personal Liability.

Equal Opportunity Statement

The City of Dublin is an equal opportunity employer committed to building a diverse and inclusive workforce. We encourage applications from all qualified individuals regardless of race, ethnicity, gender identity, sexual orientation, disability, age, religion or veteran status. Accommodations are available upon request during the selection process.

Date Adopted: June 17, 2025
Date Revised:

TITLE: SENIOR DIGITAL ENGAGEMENT SPECIALIST

FLSA: EXEMPT

General Purpose

Under administrative direction, lead, plan, assign, review, and participate in a wide range of professional digital communication-related duties designed to enhance transparency, accessibility, and public engagement. This includes digital storytelling, creative and technical video production, content development for social media and websites, branding, digital marketing, and strategic community messaging. This position plays a lead role in developing and managing high-quality public information material that reflects the City's voice and commitment to serving the public. This position also ensures content meets accessibility standards and supports public trust through timely, accurate and inclusive communications.

Distinguishing Characteristics

The Senior Digital Engagement Specialist is the advanced journey level in the Digital Engagement Specialist class series. This role is distinguished from other classes within the series by the high degree of independent judgement and initiative, a broad scope of responsibility, and the ability to lead projects involving cross-departmental collaboration and citywide visibility. This classification may provide technical and functional supervision over assigned staff and/or consultants and is expected to bring expertise in digital communications strategy, digital equity, and public sector transparency.

Supervision Received and Exercised

- Receives administrative direction from the Division Manager and/or Deputy City Manager.
- Exercises technical and functional supervision over professional and part-time or contracted staff as appropriate.

Essential Duties and Responsibilities

The following duties are typical for this classification. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this class.

Depending on assignment:

- Lead and execute digital engagement, marketing, and outreach campaigns, aligning with the City's goals of transparency, inclusivity, accessibility, and public participation.

- Plan, prioritize, and review the work of assigned communication staff; provide training and mentoring.
- Coordinate with staff and departments to promote City programs and services.
- Create and oversee digital storytelling and content (e.g., graphics, video, and multimedia) for public-facing campaigns; ensuring adherence to ADA and WCAG standards.
- Coordinate with departments to translate complex or technical information into accessible content for the public.
- Manage the City's digital channels; monitor analytics and performance data; adjust strategies based on engagement metrics and feedback.
- Develop and implement marketing and communication plans and strategies for assigned program areas and projects related to department and City operations, services and programs; foster public awareness of available services and programs.
- Oversee and participate in the design, development, and administration of website content, social media, flyers, advertisements, and other publications to enhance the City's branding and public outreach.
- Negotiate and manage agreements for contract services.
- Participate in budget preparation related to program areas; prepare costs estimates for budget recommendations for marketing and advertising; monitor expenditures.
- Promote inclusive and culturally responsive communication practices.
- Compose and prepare letters, brochures, and articles.
- Answer questions and provide information to the public and City departments; research requested information and make recommendations appropriate to resolving inquiries and/or complaints.
- Perform the most difficult and complex work related to assigned area of responsibility.
- Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service.
- Perform other duties as assigned.

Minimum Qualifications

Education:

Equivalent to an Associate of Arts degree from a recognized college or university with major course working in graphics design, communications, advertising, marketing, photography, desktop publishing, and/or reprographics. A Bachelor's degree is highly desirable.

Experience:

Three years of progressively responsible experience in digital communications, public relations or community engagement, comparable to a Digital Engagement Specialist with the City of Dublin. Public sector experience is highly desirable.

Knowledge of:

- Public sector communication principles and community engagement strategies.
- Principles of technical and functional supervision, training and project coordination.

- Principles and practices of marketing, advertising, public relations, market research and analysis, event promotion, and business communications
- Strategic use of digital marketing channels, social medial platforms, and web tools in a civic environment.
- Website content management, accessibility standards (ADA, WCAG), and methods for developing and maintaining web content.
- Graphic design and multimedia content creation tools and techniques, including pre- and post-production editing, branding and visual design.
- Techniques for conducting outreach in diverse and multilingual communities.
- Writing and editing techniques for a diverse audience.
- Methods and practices of program development and project management.
- Principles and practices of effective business and marketing communications.
- Principles and practices of budget administration.
- Methods of effective storytelling and presentation.
- Proper English usage, spelling, punctuation, and grammar.
- Modern office equipment, including personal computer programs for word processing, spreadsheet, database, desktop, audio/visual presentation, data analytics, design and communications, digital photography and graphic/visual design, preparation and editing functions.

Ability to:

- Lead citywide digital communication initiatives from concept to implementation.
- Organize, assign, and review the work of staff engaged in professional marketing, communications and public information duties to promote and market City and department services and programs.
- Interpret project needs and convert user-developed content into attractive marketing, outreach and communication materials.
- Translate policy and programmatic language into accessible and engaging content.
- Develop design concepts by gathering information and data to clarify design issues.
- Design and paste-up camera-ready reports and brochures for in-house or contract printing projects; oversee document reproduction process for quality and accuracy.
- Think creatively, produce new ideas and contribute to the overall project.
- Take photographs, create presentations, and operate a variety of multimedia equipment and software for recording, editing, and graphic design.
- Use innovation to redefine designs as needed to meet cost and time constraints.
- Collect, evaluate, and interpret varied data, including digital media and marketing trends, using statistical, narrative, or verbal methods.
- Keep abreast of developments in information technology and trends, particularly design programs and hardware.
- Manage digital content projects utilizing multiple software products and platforms.
- Prioritize tasks and meet deadlines in a fast-paced environment, while making decisions under pressure.
- Demonstrate tact and good judgment in dealing with sensitive issues and situations.
- Communicate clearly and concisely, both orally and in writing with staff, elected officials, media, and the public.

- Foster trust, collaboration and innovation within and across departments.

Work Environment

The work environment is primarily a modern office setting with frequent use of standard office equipment, including computers, printers, phones, and video production tools. The position requires regular collaboration with internal staff, elected officials, contractors, and the public and involves working both independently and as part of a team across City departments.

The position will require occasional fieldwork, including attendance at community events, photo/video shoots, or offsite meetings, with occasional exposure to outdoor conditions. The role often involves frequent interruptions, tight deadlines, and quickly shifting priorities to address emerging issues. Flexibility in scheduling is required, including occasional evening, weekend, and holidays to support meetings, events, emergency communications, or time-sensitive projects.

Physical Requirements

The physical standards described below are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Frequent sitting, standing, walking, bending, reaching, and repetitive motion.
- Manual dexterity to operate computers, camera equipment, and audiovisual tools.
- Ability to view and produce content on screens for extended periods of time.
- Occasional lifting, carrying, or transport of materials or equipment weighing up to 25 pounds (e.g., banners, camera gear, display materials, A/V equipment).
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- Ability to safely operate a motor vehicle and travel to various City or community locations as needed.

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Proposed FY 2025-26 Budget

June 17, 2025

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Presentation Overview

- Background
- Citywide Funds
- General Fund
- 10-Year Forecast
- Recommendation

Background

- Biennial budget process
- FY 2025-26 is an Update Year
- No major changes in other funds
- Focus on General Fund
- Preliminary Budget presented April 15
- Budget Update presented June 3

April 15 Preliminary Budget

- Decrease of $1.8 Million and $3.8 Million in Sales Tax revenue in FY 2024-25 and 2025-26, respectively. (Auto Sales)
- “Softening” in other sectors.
- Not a recession, but reflection of uncertainty, that may affect other revenue sources.
  - Concerns about how federal tariffs may affect the City.
- Council requested to look at cost-cutting and/or revenue enhancements.

June 3 Update

- Continuing high level of uncertainty leading to significant volatility in global markets.
  - Disrupting business planning.
- (Positive Update) - Recession is not imminent.
  - Greater clarity by fourth quarter 2025.
- Staff identified potential cost reductions and revenue enhancements.
  - Staff not recommending reductions.
  - Strong surplus position.
- Add funding for three additional City-paid crossing guards.

June 17 Adoption

- Formal Adoption of Budget
  - Updated Budget Document
- Establishing Salary Plan
  - Full-Time Personnel
  - Management
- Amending the Classification Plan

Citywide Summary

Overview of Fund Balances

	Governmental	Propeprietary
FY 2024-25		
Beginning Balance	$391,363,124	$68,011,589
Revenues/Transfers In	286,170,248	9,210,061
Expenditures/Transfers Out	379,449,566	15,887,662
Ending Balance	**$298,083,806**	**$61,333,988**

FY 2025-26		
Beginning Balance	$298,083,806	$61,333,988
Revenues/Transfers In	189,898,875	9,684,631
Expenditures/Transfers Out	194,802,782	11,538,193
Ending Balance	**$293,179,900**	**$59,480,426**

Citywide Fund Balance = $352.6 Million

- All fund balances are projected to be positive, except:
  - **Grant Funds-** reimbursements
  - Public Facility Fee Funds – timing of revenue & General Fund advance

General Fund

- $16.8 Million Operating Surplus

	FY 2024-25 Amended	FY 2025-26 Update
Revenues	$133,788,704	$133,236,842
Expenditures	(112,008,059)	(116,432,450)
Net Operating Budget Impact	**$21,780,645**	**$16,804,392**
Transfers In	$0	$136,015
Transfers Out/Contributions	(54,813,214)	(20,221,900)
General Fund Impact	**($33,032,569)**	**($3,281,492)**

General Fund Reserves

RESERVE BALANCES	Actual FY 23-24	Amended FY 24-25	Update FY 25-26
Non-Spendable	$54,709	$54,709	$54,709
Restricted	$9,351,801	$16,056,151	$16,056,151
Committed	$84,215,443	$71,671,286	$72,671,286
Assigned	$153,402,584	$112,039,035	$100,892,035
Unassigned	$43,408,415	$57,579,203	$64,444,711
Total	**$290,432,952**	**$257,400,383**	**$254,118,892**
	Change	**($33,032,569)**	**($3,281,492)**

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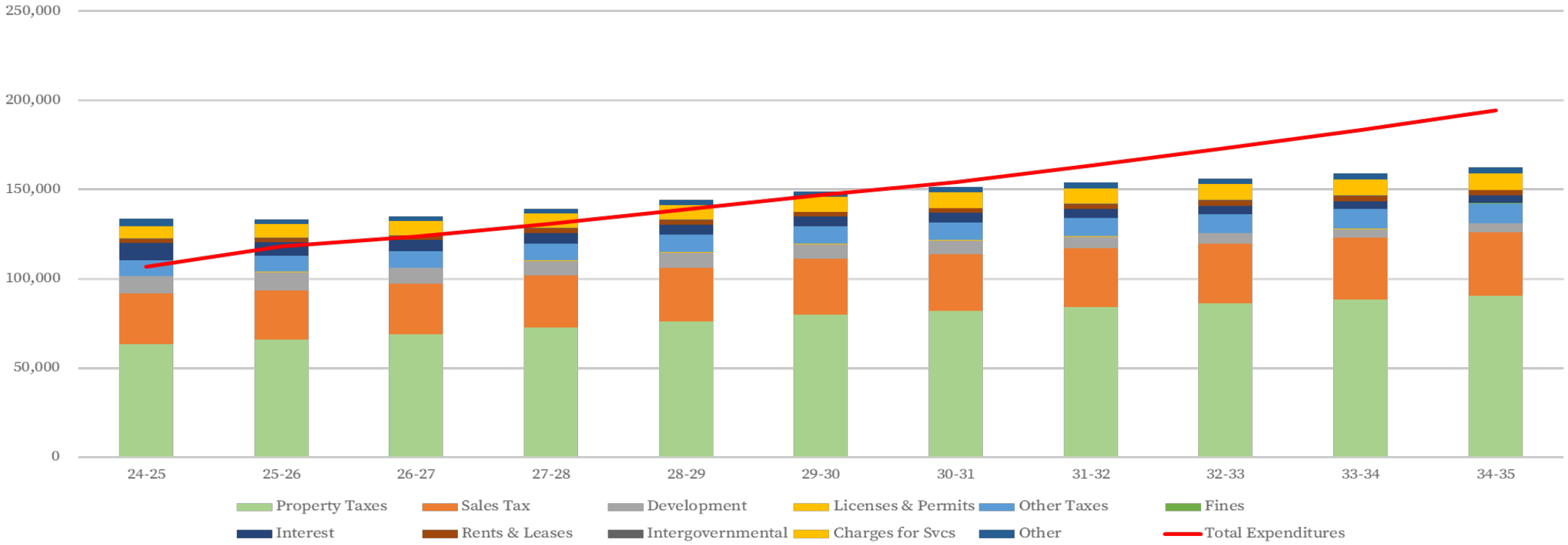
Transfers Out

- ISF Facilities: $2.0 Million

- CIP: $18.2 Million
  - Designed Reserve: $10.9 Million
  - Unassigned: $7.3 Million

10-Year Forecast

Deficit Projected in FY 2030-31



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Recommendation

- Conduct Budget Hearing, deliberate, and adopt the following:
  - **Resolution** Adopting a Budget for the City of Dublin Fiscal Year 2025-26;
  - **Resolution** Establishing a Salary Plan for Full-Time Personnel in Accordance with the Personnel Rules;
  - **Resolution** Establishing a Salary Plan for Management Positions Exempt from Competitive Services; and
  - **Resolution** Amending the Classification Plan.

- **Questions?**

Agenda Item 7.2

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Five-Year Capital Improvement Program 2024-2029 Update
Prepared by: Michael Boitnott, CIP Manager

EXECUTIVE SUMMARY:

The City Council will consider adopting an update to the Five-Year Capital Improvement Program 2024-2029, which includes capital project funding from Fiscal Year 2024-25 through Fiscal Year 2028-29.

STAFF RECOMMENDATION:

Adopt the **Resolution** Adopting the Five-Year Capital Improvement Program 2024-2029 Update.

FINANCIAL IMPACT:

The Five-Year Capital Improvement Program 2024-2029 Update includes appropriations totaling $37,612,791 in Fiscal Year 2024-25 and $32,339,941 in Fiscal Year 2025-26. These appropriations are included in the Capital Improvement Program section of the Fiscal Year 2025-26 Budget.

DESCRIPTION:

Each year, the City Council updates and adopts the City's Five-Year Capital Improvement Program (CIP). On April 15, 2025, the City Council received a report on the preliminary Five-Year CIP 2024-2029 Update and provided comments and direction to Staff, including direction to reanalyze the CIP with a focus on projects funded fully or partially by the General Fund. On June 3, 2025, the City Council received a report on the General Fund projects within the CIP and provided direction on Fiscal Year 2025-26 revisions to the CIP. This report incorporates City Council direction from the previous meetings.

The CIP represents the City's capital investment program and addresses the City's public infrastructure needs through Fiscal Year 2028-29. Projects in the CIP are identified in the following major categories: General Improvements, Public Art, Parks, Streets, and Future

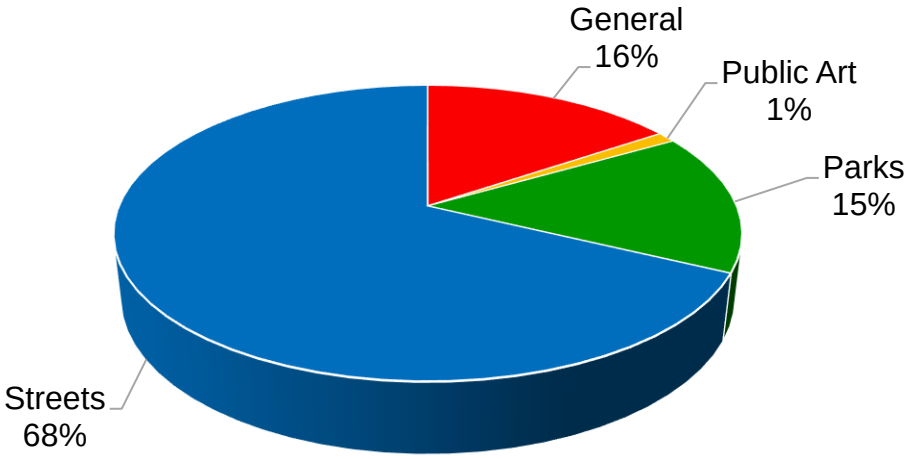
Projects. The Future Projects category identifies projects that are beyond the current CIP timeframe, for which a funding source may or may not be identified.

The table and graph below summarize 2024-2029 CIP expenditure budgets by project category:

Table 1. Total CIP Expenditure Budgets by Project Category

Category	2024-25	2025-26	2026-27	2027-28	2028-29	Five-Year
General	$10,075,459	$5,702,000	$500,000	$1,500,000	$200,000	$17,977,459
Public Art	$780,000	$300,000	$250,000	-	-	$1,330,000
Parks	$2,516,985	$6,050,941	$2,928,654	$1,100,000	$5,150,000	$17,746,580
Streets	$24,240,347	$20,287,000	$12,542,000	$15,942,000	$5,292,000	$78,303,347
Total	**$37,612,791**	**$32,339,941**	**$16,220,654**	**$18,542,000**	**$10,642,000**	**$115,357,386**

Figure 1. CIP Expenditure Budget % by Project Category



General Improvements
The General Improvements category includes 23 projects. There are no new General Improvements projects proposed in the CIP Update, however, there are proposed budget changes to the following projects:

- **Audio Visual System Upgrade (GI0421).** The FY 2025-26 expenditure budget includes a $250,000 increase from the Information Techology Fund to account for expanded project scope and increased equipment costs.
- **Dublin Arts Center (GI0120).** The FY 2025-26 expenditure budget includes a total increase of $1,000,000, which includes $500,000 from the Equipment Replacement Fund, $250,000 from the Information Technology Fund, and $250,000 from the General Fund Reserve. The new funding is for additional technology infrastructure, building modifications to support relocation of the Parks and Community Services Department, and repair and

replacement of building components that have exceeded their useful life.

- **Resiliency and Disaster Preparedness Improvements (GI0221).** On June 17, 2025, under a separate item on the meeting agenda, the City Council will consider approving construction contracts and an associated $660,000 General Fund budget increase for the repair of two landslides that occurred due to very heavy rains that started in late December 2022 and extended into early January 2023. If the $660,000 budget change is approved by the City Council, the CIP will be edited to incorporate this funding increase. To potentially offset some of this cost, Staff applied for grant funding through the Federal Emergency Management Agency and the California Office of Emergency Services and will submit costs to the organizations, who will determine which project expenditures are eligible for reimbursement of up to 75% of the costs.

In addition to the project updates listed above, the following General Improvements projects have been removed from the CIP based upon input received from the City Council on April 15 and June 3 and/or Staff reevaluation. Any unspent funds budgeted to these projects will be returned to their respective funding sources:

- **Marquee Signs project (GI0124).** On June 3, the City Council discussed this project and asked Staff to reevaluate it. Staff now recommends removing the project from the CIP. The existing marquee signs at the Shannon Community Center and at the Senior Center will continue to be operated and maintained as long as feasible with operating budget funds. Staff will evaluate whether, at the end of their useful lives, these signs should be removed or replaced.
- **Shade Structures at Various Facilities and Parks project (GINEW01).** This was a proposed new General Fund project in the preliminary CIP. On June 3, the City Council recommended this project be removed from the CIP.

Public Art

The Public Art category includes three projects. There are no new Public Art projects proposed in the CIP Update, however, there is a budget change reflected in the following project:

- **Camp Parks Sign (PA0121).** On April 1, 2025, the City Council approved a budget increase of $280,000 of Public Art Funds and approved a construction contract for the project. The additional expenditure budget included fund balance transfer from the following completed projects: Don Biddle Community Park Art (PA0217) and Heritage Park Public Art (PA0222).

Parks

The Parks category includes 16 projects. There are no new Parks projects proposed in the CIP Update, however there are budget changes to the following projects:

- **Fallon Sports Park Baseball Field G Upgrades (PK0225).** The FY 2025-26 expenditure budget includes a new General Fund appropriation of $250,000 for additional spectator seating. This represents a $250,000 reduction of new funding based on the City Council's direction on June 3, 2025.
- **Iron Horse Nature Park and Open Space (PK0422).** On February 18, 2025, the City

Council approved a $33,800 budget increase for the Iron Horse Nature Park and Open Space project (PK0422) for benches and picnic tables. The CIP also proposes to move $2,778,654 of Unidentified Funding from FY 2025-26 to FY 2026-27 for this project. Phase 1 of the project is currently underway and is anticipated to be completed in 2025.

- **Kolb Park Renovation (PK0224).** The CIP includes a proposed budget reduction of $475,000 of General Fund. On June 3, 2025, the City Council directed Staff to revisit the project scope, timing, and potential phasing, but to proceed with replacing the restroom building at Kolb, which is estimated at $475,000. This General Fund funding will be transferred from the Kolb Park Renovation Project to the Restroom Replacement project (PK0321). It is anticipated that the Restroom Replacement project will be in construction earlier than Kolb Park.
- **Restroom Replacement (PK0321).** The CIP includes a budget increase of $475,000 of General Fund, reflecting the transfer from the Kolb Park project (PK0224). The increased funding is in addition to $1,000,000 in existing funding. The project will replace the existing restroom buildings at Alamo Creek Park, Mape Memorial Park, and Kolb Park.

Streets

The Streets category includes 16 projects. There are no new Streets projects proposed in the CIP Update, however there are proposed budget changes to the following projects:

- **Annual Street Resurfacing (ST0117).** The FY 2024-25 expenditure budget includes an increase of $103,324 from the Department of Resources Recycling and Recovery (CalRecycle) Rubberized Pavement Grant Program which will be used for the 2026 resurfacing construction.
- **Citywide Bicycle and Pedestrian Improvements (ST0517).** The FY 2024-25 expenditure budget includes funding from two grants. The City was awarded $286,445 in Transportation Development Act funding by the Metropolitan Transportation Commission for pedestrian and trail improvements along Amador Valley Boulevard at the Iron Horse Regional Trail. The City also received $400,000 in funding from the Alameda County Health Services Department through the Enhancing Vision 2026 (EV2026) Fund for the Regional Street Mid-Block Crossing project.
- **Dublin Boulevard Extension – Fallon Road to North Canyons Parkway (ST0216).** On January 14, 2025, the City Council approved a $250,000 budget increase from the General Fund Designated Reserves for a consulting services agreement with Gray-Bowen-Scott.
- **Iron Horse Trail Bridge at Dublin Boulevard (ST0118).** On February 18, 2025, the City Council approved a $50,000 budget increase from the General Fund for additional consultant work on the project.
- **Village Parkway Reconstruction (ST0323).** The FY 2024-25 expenditure budget includes $9,150,000 of State Transportation Improvement Program (STIP) grant funding that was approved by the California Transportation Commission in April. On November 5, 2024, the City Council approved a $5,000,000 General Fund Designated Reserves appropriation to the project. There is no longer any Unidentified Funding shown in the CIP for this project.

In addition to the project updates listed above, the following projects have been removed from the CIP based upon input received from the City Council on April 15 and June 3 and/or Staff reevaluation. All unspent funds will be returned to their respective funding sources.

- **City Entrance Monument Signs (ST0319).** The replacement sign at Kimball Avenue and Village Parkway will be included in the Village Parkway Reconstruction project (ST0323). The remaining four locations have been left in the City Entrance Signs project and moved to the Future Projects category.
- **Citywide Storm Drain Improvements (ST0124).** The planning phase of this project can be accomplished through funds available in the operating budget. Any capital improvement recommendations resulting from the planning phase will be referred to the City Council for future consideration.
- **San Ramon Road Landscape Renovation (ST0218).** Existing street landscaping on San Ramon Road, between Acosta Boulevard and Silvergate Drive, will continue to be maintained through the operating budget.

Funding Sources

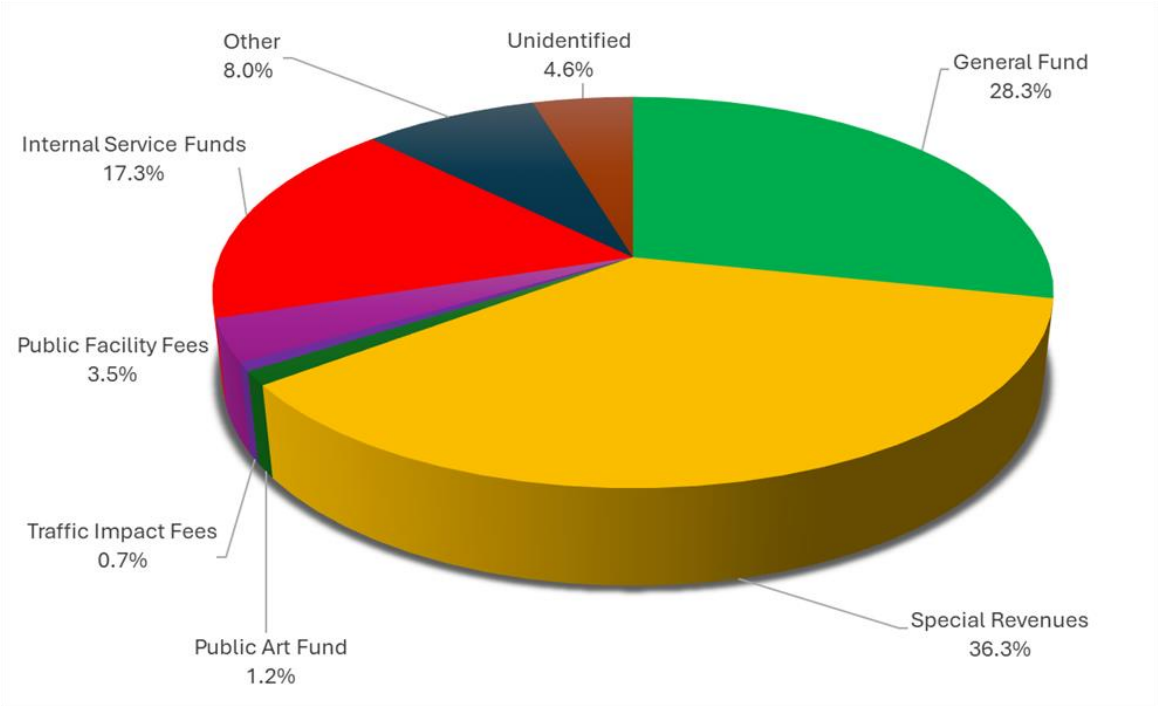
Funding for the CIP comes from a variety of sources, which is summarized in Table 2 and Figure 2 below.

Table 2. CIP Funding Sources

Category	2024-25	2025-26	2026-27	2027-28	2028-29	Five-Year
General Fund	$5,580,823	$18,221,900	$5,200,000	$1,850,000	$1,850,000	$32,702,723
Special Revenues/ Assessment District	$21,147,819	$7,550,100	$4,842,000	$4,942,000	$3,442,000	$41,923,919
Public Art Fund	$780,000	$300,000	$250,000	-	-	$1,330,000
Traffic Impact Fees	$816,320	-	-	-	-	$816,320
Public Facility Fees	$1,563,505	$2,490,941	-	-	-	$4,054,446
Internal Service Funds	$7,621,000	$3,777,000	$650,000	$2,600,000	$5,350,000	$19,998,000
Other (1)	$103,324	-	-	$9,150,000	-	$9,253,324
Unidentified	-	-	$5,278,654	-	-	$5,278,654
TOTAL	**$37,612,791**	**$32,339,941**	**$16,220,654**	**$18,542,000**	**$10,642,000**	**$115,357,386**

(1) Other Category includes funding from developer- and other-agency funds

Figure 2. CIP Funding Source %



Approximately 4.2% or $4.9 million of the CIP costs are funded by Transportation Impact Fees and Public Facilities Fees. Completion of projects funded by impact fees is contingent upon development proceeding as estimated and fees being collected as projected. The timing of projects funded by this source may need to be reevaluated if there is a slowdown in projected development activities.

Approximately 36.3% or $41.9 million of CIP costs are funded by Special Revenues. Of this amount, $25.4 million is from State Gas Taxes (Highway Users Tax Account or HUTA), SB1 Road Maintenance and Rehabilitation Account (RMRA), and Measure B/BB Sales Tax.

General Fund Contributions

The General Fund contributions to the CIP account for approximately 28.3% or $32.7 million of the five-year costs. The following is a list of CIPs funded or partially funded by the General Fund:

- Alamo Creek Park and Assessment District - Fence Replacement
- Annual Street Resurfacing
- Audio Visual System Upgrade
- Citywide Bicycle and Pedestrian Improvements
- Citywide Energy Improvements
- Citywide Signal Communications Upgrade
- Civic Center Rehabilitation
- Condition Assessment of Water Features
- Downtown Dublin Street Grid Network

- Downtown Dublin Town Square Park
- Dublin Arts Center
- Dublin Boulevard Extension - Fallon Road to North Canyons Parkway
- Dublin Standard Plans & Details Update
- Electric Vehicle (EV) Charging Stations
- Facilities Parking Lot Resurfacing
- Fallon Sports Park - Baseball Field G Upgrades
- Financial System Replacement
- Forest Park
- Green Stormwater Infrastructure
- Iron Horse Nature Park and Open Space
- Iron Horse Trail Bridge at Dublin Boulevard
- Irrigation System Upgrades
- IT Infrastructure Improvements
- Kolb Park Renovation
- Library Tenant Improvements
- Marquee Signs
- Municipal Fiber
- Parks Playground Replacement
- Resiliency and Disaster Preparedness Improvements
- Restrooms Replacement
- San Ramon Road Trail Lighting
- Situational Awareness Camera Program
- Sunday School Barn Flooring
- Village Parkway Reconstruction
- Waste Enclosures Upgrades

Future Projects
The Future Projects category identifies projects that are beyond the current CIP timeframe, for which a funding source may or may not yet be identified. The total cost of all projects beyond the CIP timeframe is estimated at $205.6 million. Future Projects are listed below.

General Improvements ($3,575,000)
- Corporation Yard Equipment Wash Pad
- Electric Vehicle Charging Stations (Future phase)
- Waste Enclosures Upgrades (Future phase)

Parks ($25,850,000)
- Downtown Dublin Town Square Park (Future phase)
- Sports Courts Resurfacing (Future phase)
- Dublin Sports Grounds - Phase 5 Renovation
- Emerald Glen Recreation & Aquatic Complex - Phase 2

Streets ($176,432,306)
- Dublin Boulevard Extension (Unfunded portions of current project, Future phase)

- Downtown Dublin Street Grid Network (Future phase)
- City Entrance Signs
- Eastern Dublin Transportation Impact Fee (Fee program projects)
- Western Dublin Transportation Impact Fee (Fee program projects)

Annual Budget Impact
Some CIP projects will have an impact on the operating budget due to ongoing maintenance costs. Table 3 provides a summary of additional annual funding from the General Fund. These expenses are not reflective of other infrastructure improvements, such as additional streets, street landscape, and streetlight maintenance that is necessary because of new development.

Table 3. Annual Operating Costs

Project	2024-25	2025-26	2026-27	2027-28	2028-29
Dublin Arts Center	-	$400,000	$800,000	$800,000	$800,000
Library Tenant Improvements	-	-	$8,000	$8,000	$8,000
Situational Awareness Camera Program	-	$20,000	$20,000	$20,000	$20,000
Forest Park	-	$50,000	$75,000	$75,000	$75,000
Iron Horse Nature Park & Open Space	-	$150,000	$150,000	$460,000	$460,000
Wallis Ranch Community Park	-	$340,000	$340,000	$340,000	$340,000
Iron Horse Tail Bridge at Doublin Blvd.	$80,000	$100,000	$100,000	$100,000	$100,000
TOTAL	**$80,000**	**$1,060,000**	**$1,493,000**	**$1,803,000**	**$1,803,000**

A resolution adopting the Five-Year CIP 2024-2029 Update is included as Attachment 1, with the CIP Update document included as Attachment 2. To improve transparency, Staff is utilizing a new capital budgeting software, ClearGov, to produce this year's Five-Year CIP Update document. Upon adoption by the City Council, a web-based online version and interactive map showing locations of each project will be available to the public. Staff anticipates making additional revisions to the content and format of the online version to further enhance its usability and readability.

STRATEGIC PLAN INITIATIVE:

The Five-Year Capital Improvement Program 2024-2029 Update reflects priorities established in the City's Two-Year Strategic Plan.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Adopting the Five-Year Capital Improvement Program 2024-2029 Update
2) Five-Year Capital Improvement Program 2024-2029 Update

RESOLUTION NO. XX – 25

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

ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM 2024 – 2029 UPDATE

WHEREAS, each year, the City Council updates and adopts the City's Five-Year Capital Improvement Program, which addresses the City's public infrastructure and facility needs in the following areas: General Improvements, Public Art, Parks, Streets, and Future Projects; and

WHEREAS, the City Manager has presented the Five-Year Capital Improvement Program 2024-2029 Update; and

WHEREAS, on April 23, 2024, the Planning Commission reviewed the Five-Year Capital Improvement Program 2024-2029 and has determined the public works projects to be constructed are in conformance with the City of Dublin General Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby take the following actions:

1. Adopt the Five-Year Capital Improvement Program 2024-2029 Update; and

2. Confirm that the items scheduled for implementation in Fiscal Year 2025-26 shall be included in the Capital Budget of the City's updated Budget for Fiscal Year 2025-26.

PASSED, APPROVED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

City of Dublin
CALIFORNIA

FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
2024 – 2029 UPDATE

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City of Dublin
CALIFORNIA

Five-Year Capital Improvement Program 2024-2029 Update

June 2025

Sherry Hu, Mayor
Kashef Qaadri, Vice Mayor
Jean Josey, Council Member
Michael McCorriston, Council Member
John Morada, Council Member
Submitted by: Colleen Tribby, City Manager
Jeff Baker, Assistant City Manager
Andrew Russell, Public Works Director
Laurie Sucgang, Assistant Public Works Director/City Engineer
Michael Boitnott, Capital Improvement Program Manager

Summary Schedules

Highlights

The following schedule provides an overview of the financial information contained in the Five-Year Capital Improvement Program 2024-2029 Update.

The first summary schedule highlights expenditures by program area for all projects and identifies the finance category used for the projects. The following financial schedules provide information by major program area (General Improvements, Public Art, Parks, and Streets), as well as separate schedules listing Unfunded or Future Projects. Additional details about each project are in the corresponding program area.

Summary - All Project Types or Program Areas

General Improvements

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total General Improvements	$51,990,029	$10,075,459	$5,702,000	$500,000	$1,500,000	$200,000	$3,575,000	$73,542,488

Parks

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total Parks	$58,120,397	$2,516,985	$6,050,941	$2,928,654	$1,100,000	$5,150,000	$5,500,000	$81,366,977

Public Art

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total Public Art	$1,150,450	$780,000	$300,000	$250,000	$0	$0	$0	$2,480,450

Streets

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total Streets	$100,999,208	$24,240,347	$20,287,000	$12,542,000	$15,942,000	$5,292,000	$105,422,306	$284,724,861

Unfunded - Future Projects

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total Unfunded - Future Projects	$0	$0	$0	$0	$0	$0	$91,360,000	$91,360,000

Summary - All Funds

1001 - General Fund

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 1001 - General Fund	$19,518,017	$3,585,594	$7,321,900	$1,950,000	$1,850,000	$1,850,000	$3,575,000	$39,650,511

1101 - General Fund Designated Reserve

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 1101 - General Fund Designated Reserve	$34,425,052	$1,995,229	$10,900,000	$3,250,000	$0	$0	$0	$50,570,281

2201 - State Gas Tax

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2201 - State Gas Tax	$7,818,041	$750,000	$723,100	$850,000	$650,000	$650,000	$0	$11,441,141

2203 - Transportation Development Act

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2203 - Transportation Development Act	$210,000	$286,445	$0	$0	$0	$0	$0	$496,445

2204 - Measure B Sales Tax - Local Streets Fund (Alameda CTC)

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2204 - Measure B Sales Tax - Local Streets Fund (Alameda CTC)	$3,131,619	$0	$0	$0	$0	$0	$0	$3,131,619

2205 - Measure B Sales Tax - Bike & Ped. Fund (Alameda CTC)

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2205 - Measure B Sales Tax - Bike & Ped. Fund (Alameda CTC)	$842,900	$0	$0	$0	$0	$0	$0	$842,900

2207 - Transportation for Clean Air

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2207 - Transportation for Clean Air	$954,190	$128,000	$0	$0	$0	$0	$0	$1,082,190

2212 - Vehicle Registration Fee (Alameda CTC)

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2212 - Vehicle Registration Fee (Alameda CTC)	$1,738,356	$35,040	$1,854,000	$0	$0	$0	$0	$3,627,396

2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$5,187,620	$2,120,000	$550,000	$1,050,000	$250,000	$250,000	$0	$9,407,620

2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	$1,366,372	$948,228	$275,000	$650,000	$250,000	$250,000	$0	$3,739,600

2216 - Measure B Grants

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2216 - Measure B Grants	$82,500	$0	$0	$0	$0	$0	$0	$82,500

2217 - Measure BB Grants

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2217 - Measure BB Grants	$6,619,824	$872,000	$1,053,000	$0	$1,215,000	$0	$0	$9,759,824

2218 - Measure RR

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2218 - Measure RR	$1,500,000	$0	$0	$0	$0	$0	$0	$1,500,000

2220 - Road Maint. & Rehab Account (RMRA)

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2220 - Road Maint. & Rehab Account (RMRA)	$6,819,983	$2,745,000	$2,250,000	$2,250,000	$2,250,000	$2,250,000	$0	$18,564,983

2304 - Local Recycling Programs

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2304 - Local Recycling Programs	$160,000	$0	$0	$0	$0	$0	$0	$160,000

2403 - State Park Grant

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2403 - State Park Grant	$2,294,000	$0	$0	$0	$0	$0	$0	$2,294,000

2703 - Landscape District Dougherty 1986-1

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2703 - Landscape District Dougherty 1986-1	$400,000	$0	$0	$0	$0	$0	$0	$400,000

2704 - Landscape District Santa Rita 1997-1

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2704 - Landscape District Santa Rita 1997-1	$195,000	$0	$0	$0	$0	$0	$0	$195,000

2705 - Street Light District East Dublin 1999-1

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2705 - Street Light District East Dublin 1999-1	$927,517	$42,000	$42,000	$42,000	$42,000	$42,000	$0	$1,137,517

2801 - Public Art Fund

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2801 - Public Art Fund	$1,150,450	$780,000	$300,000	$250,000	$0	$0	$0	$2,480,450

2811 - Cable TV Facilities

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2811 - Cable TV Facilities	$0	$300,000	$0	$0	$0	$0	$0	$300,000

2920 - Federal Grants - General

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2920 - Federal Grants - General	$0	$127,230	$0	$0	$0	$0	$0	$127,230

2921 - State Grants - General

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2921 - State Grants - General	$1,380,000	$193,876	$0	$0	$0	$0	$0	$1,573,876

2922 - Tri-Valley Transportation Council Grants

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2922 - Tri-Valley Transportation Council Grants	$2,050,000	$12,200,000	$0	$0	$0	$0	$0	$14,250,000

2923 - Alameda County Grant

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2923 - Alameda County Grant	$0	$400,000	$0	$0	$0	$0	$0	$400,000

2924 - VRF (ACTC) Grants

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 2924 - VRF (ACTC) Grants	$0	$0	$803,000	$0	$285,000	$0	$0	$1,088,000

4100 - Public Facility Fees

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 4100 - Public Facility Fees	$44,639,675	$1,563,505	$2,490,941	$0	$0	$0	$4,500,000	$53,194,121

4300 - Eastern Dublin Transportation Impact Fee

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 4300 - Eastern Dublin Transportation Impact Fee	$200,000	$0	$0	$0	$0	$0	$0	$200,000

4301 - Eastern Dublin Transportation Impact Fee

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 4301 - Eastern Dublin Transportation Impact Fee	$11,390,675	$0	$0	$0	$0	$0	$0	$11,390,675

4302 - Eastern Dublin Transportation Impact Fee

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 4302 - Eastern Dublin Transportation Impact Fee	$1,737,585	$0	$0	$0	$0	$0	$0	$1,737,585

4303 - Traffic Impact Fee - Category 3

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 4303 - Traffic Impact Fee - Category 3	$409,263	$0	$0	$0	$0	$0	$0	$409,263

4304 - Western Dublin Transportation Impact Fee

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 4304 - Western Dublin Transportation Impact Fee	$1,747,969	$816,320	$0	$0	$0	$0	$0	$2,564,289

4305 - Traffic Impact Fee - Dougherty Valley

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 4305 - Traffic Impact Fee - Dougherty Valley	$5,464,338	$0	$0	$0	$0	$0	$0	$5,464,338

4306 - Tri-Valley Transportation Development Fee

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 4306 - Tri-Valley Transportation Development Fee	$6,003,017	$0	$0	$0	$0	$0	$0	$6,003,017

4309 - Mitigation Contributions

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 4309 - Mitigation Contributions	$45,980	$0	$0	$0	$0	$0	$0	$45,980

4401 - Dublin Crossing Development Fee

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 4401 - Dublin Crossing Development Fee	$1,000,000	$0	$0	$0	$0	$0	$0	$1,000,000

6205 - Internal Service Fund - Facilities Replacement

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 6205 - Internal Service Fund - Facilities Replacement	$3,073,638	$7,150,000	$2,600,000	$650,000	$2,600,000	$5,350,000	$1,000,000	$22,423,638

6305 - Internal Service Fund - Equipment Replacement

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 6305 - Internal Service Fund - Equipment Replacement	$777,300	$0	$500,000	$0	$0	$0	$0	$1,277,300

6605 - IT Fund

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 6605 - IT Fund	$1,150,000	$471,000	$677,000	$0	$0	$0	$0	$2,298,000

7102 - Energy Improve. Lease Bond

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 7102 - Energy Improve. Lease Bond	$20,656,074	$0	$0	$0	$0	$0	$0	$20,656,074

9901 - Other County Reimbursement

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 9901 - Other County Reimbursement	$2,335,687	$0	$0	$0	$0	$0	$0	$2,335,687

9997 - Other

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 9997 - Other	$0	$103,324	$0	$0	$9,150,000	$0	$0	$9,253,324

9998 - Unidentified

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 9998 - Unidentified	$0	$0	$0	$5,278,654	$0	$0	$105,422,306	$110,700,960

9999 - Developer Built

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total 9999 - Developer Built	$12,857,142	$0	$0	$0	$0	$0	$0	$12,857,142

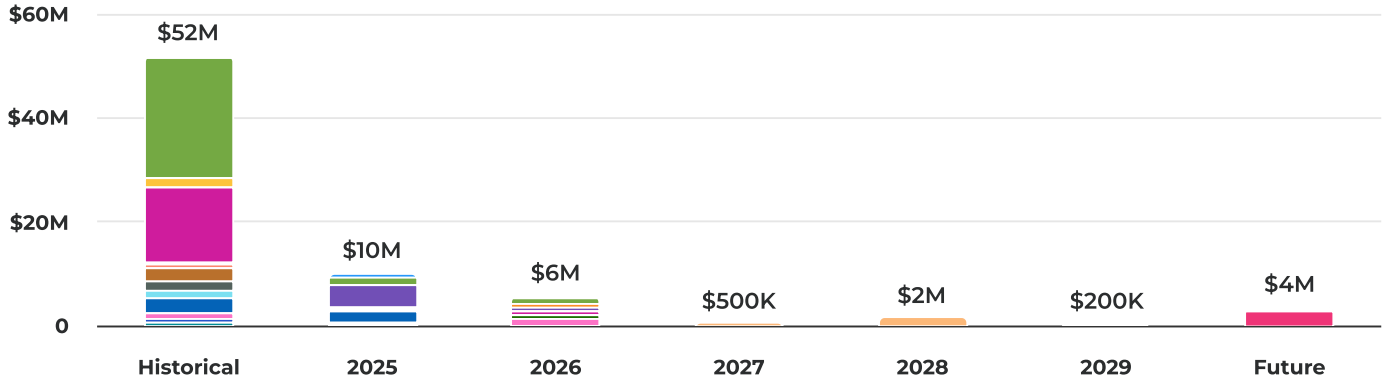
Unidentified

	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
Total Unidentified	$0	$0	$0	$0	$0	$0	$91,360,000	$91,360,000

Capital Projects

General Improvements

FY25 - FY29 General Improvements Projects (including Historical, Future)



Audio Visual System Upgrade	$1,671,040	2.27%
Citywide Energy Improvements	$25,513,970	34.69%
Civic Center Elevator Modernization	$900,000	1.22%
Civic Center Exterior Glazing, Sealing & Painting	$4,750,000	6.46%
Civic Center Rehabilitation	$2,236,730	3.04%
Condition Assessment of Water Features	$50,000	0.07%
Corporation Yard Equipment Wash Pad	$475,000	0.65%
Dublin Arts Center	$15,397,035	20.94%
Dublin Standard Plans & Details Update	$142,500	0.19%
Electric Vehicle (EV) Charging Stations	$727,459	0.99%
Exterior Painting at Various Facilities	$785,000	1.07%
Facilities Parking Lot Resurfacing	$1,000,000	1.36%
Financial System Replacement	$2,515,000	3.42%
Irrigation System Upgrades	$1,840,000	2.50%
IT Infrastructure Improvement	$1,243,600	1.69%
Library Tenant Improvements	$4,835,665	6.58%
Municipal Fiber	$140,000	0.19%
Resiliency and Disaster Preparedness Improvements	$2,754,189	3.75%
Roof Replacement at Various City Facilities	$655,000	0.89%
Shannon Community Center Play Yard	$200,000	0.27%
Situational Awareness Camera Program	$585,000	0.80%

The Wave Pool Replastering	$2,000,000	2.72%
Waste Enclosures Upgrades	$3,125,000	4.25%

Summary of Requests

Project No. / Category		Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
GI0421	Audio Visual System Upgrade	$473,040	$771,000	$427,000	$0	$0	$0	$0	**$1,671,040**
GI0121	Citywide Energy Improvements	$23,013,970	$1,500,000	$1,000,000	$0	$0	$0	$0	**$25,513,970**
GI0001	Civic Center Elevator Modernization	$0	$0	$900,000	$0	$0	$0	$0	**$900,000**
GI0125	Civic Center Exterior Glazing, Sealing & Painting	$0	$4,250,000	$500,000	$0	$0	$0	$0	**$4,750,000**
GI0122	Civic Center Rehabilitation	$2,031,730	$205,000	$0	$0	$0	$0	$0	**$2,236,730**
GI0225	Condition Assessment of Water Features	$0	$50,000	$0	$0	$0	$0	$0	**$50,000**
GI0003	Corporation Yard Equipment Wash Pad	$0	$0	$0	$0	$0	$0	$475,000	**$475,000**
GI0120	Dublin Arts Center	$14,397,035	$0	$1,000,000	$0	$0	$0	$0	**$15,397,035**
GI0123	Dublin Standard Plans & Details Update	$142,500	$0	$0	$0	$0	$0	$0	**$142,500**
GI0219	Electric Vehicle (EV) Charging Stations	$230,000	$197,459	$0	$0	$0	$0	$300,000	**$727,459**
GI0223	Exterior Painting at Various Facilities	$785,000	$0	$0	$0	$0	$0	$0	**$785,000**
GI0325	Facilities Parking Lot Resurfacing	$0	$500,000	$500,000	$0	$0	$0	$0	**$1,000,000**
GI0319	Financial System Replacement	$2,515,000	$0	$0	$0	$0	$0	$0	**$2,515,000**
GI0224	Irrigation System Upgrades	$1,840,000	$0	$0	$0	$0	$0	$0	**$1,840,000**
GI0117	IT Infrastructure Improvement	$1,243,600	$0	$0	$0	$0	$0	$0	**$1,243,600**
GI0521	Library Tenant Improvements	$2,835,665	$2,000,000	$0	$0	$0	$0	$0	**$4,835,665**
GI0323	Municipal Fiber	$140,000	$0	$0	$0	$0	$0	$0	**$140,000**
GI0221	Resiliency and Disaster Preparedness Improvements	$1,102,189	$277,000	$1,375,000	$0	$0	$0	$0	**$2,754,189**
GI0423	Roof Replacement at	$655,000	$0	$0	$0	$0	$0	$0	**$655,000**

Project No. / Category		Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
	Various City Facilities								
GI0004	Shannon Community Center Play Yard	$0	$0	$0	$0	$0	$200,000	$0	**$200,000**
GI0523	Situational Awareness Camera Program	$585,000	$0	$0	$0	$0	$0	$0	**$585,000**
GI0006	The Wave Pool Replastering	$0	$0	$0	$500,000	$1,500,000	$0	$0	**$2,000,000**
GI0425	Waste Enclosures Upgrades	$0	$325,000	$0	$0	$0	$0	$2,800,000	**$3,125,000**
Total Summary of Requests		**$51,989,729**	**$10,075,459**	**$5,702,000**	**$500,000**	**$1,500,000**	**$200,000**	**$3,575,000**	**$73,542,188**

Audio Visual System Upgrade

Overview

Project Number GI0421

Description

This project provides for the planning, design, and construction of the audio visual-system upgrades in Ambrose Hall and adjoining conference room at Shannon Community Center, Alamilla Springs Ballroom at the Senior Center, Program Room at the Dublin Library, Emergency Operations Center, and Bray Community Room. These upgrades will include replacement of equipment to improve the service quality for rentals, meetings, corporate events, and staff use. In addition to those major staff/public AV facilities, smaller, citywide staff conference room hardware will be modernized, replaced, and/or updated. All these upgrades will bring the City's audio-visual systems up to current industry standards and ADA compliance.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$473K	**$771K**	**$1.2M**	**$1.67M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9600 - Equipment	$342,790	$313,000	$330,000	$0	$0	$0	$0	**$985,790**
9200 - Contract Services	$107,026	$330,000	$67,000	$0	$0	$0	$0	**$504,026**
9500 - Miscellaneous	$0	$128,000	$30,000	$0	$0	$0	$0	**$158,000**
9100 - Salaries & Benefits	$23,224	$0	$0	$0	$0	$0	$0	**$23,224**
Total	**$473,040**	**$771,000**	**$427,000**	**$0**	**$0**	**$0**	**$0**	**$1,671,040**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$473K	**$771K**	**$1.2M**	**$1.67M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
6605 - IT Fund	$0	$471,000	$427,000	$0	$0	$0	$0	**$898,000**
1001 - General Fund	$473,040	$0	$0	$0	$0	$0	$0	**$473,040**
2811 - Cable TV Facilities	$0	$300,000	$0	$0	$0	$0	$0	**$300,000**
Total	**$473,040**	**$771,000**	**$427,000**	**$0**	**$0**	**$0**	**$0**	**$1,671,040**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$20K	**$20K**	**$20K**

Project Timeline

- **07/1/2025**
  The preliminary designs are complete and implementation began in 2024 with an anticipated completion in 2027.

Citywide Energy Improvements

Overview

Project Number GI0121

Description

This project provides for the planning (Investment Grade Audit), design, and construction of various energy upgrades, efficiency improvements, lighting upgrades, energy generation, solar photovoltaic (PV) systems, and energy storage projects at facilities, parks, street rights-of-way, and other City-owned property. The project includes lighting and controls upgrades at Mape Memorial Park, Alamo Creek Park, Ted Fairfield Park, Bray Commons Park, Dolan Park, Emerald Glen Park, Fallon Sports Park, Heritage Park, and Shannon Park, as well as interior and exterior building lighting and controls upgrades at the Library, Corp Yard, Heritage Park and Museums facilities, Shannon Community Center, and Fire Stations 16, 17, and 18, and The Wave. The conversion of approximately 1,626 streetlights in the East Ranch Street Light Assessment District (1999-1) to LED is also included. There will be various mechanical, HVAC and controls upgrades at the following facilities: Library, Senior Center, Heritage Park and Museums, The Wave, and Fire Stations 16, 17, and 18.

Renewable, resiliency, and disaster preparedness improvements to prepare for future PG&E Public Safety Power Shutoff events and other emergency events will be provided with back-up generators at the Library, Shannon Community Center, Civic Center, Fire Stations 16, 17, and 18, while battery back-up or hydrogen fuel cell resiliency will be provided at 22 major street intersections throughout the city. Solar PV and EV charging will be provided at Dublin Sports Grounds and Public Safety Complex. Solar PV with battery energy storage systems will be provided at the Civic Center, The Wave, Corp Yard, and Senior Center. Solar PV will be provided at the Library, Fallon Sports Park, and Fire Stations 17 and 18. The new solar PV and replacement HVAC systems on the Library roof require a portion of the roof to be replaced, and to support the additional solar PV canopies at the Civic Center, portions of the parking lot will be reconfigured.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$23M	**$1.5M**	**$2.5M**	**$25.5M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Repairs/Improvements	$22,766,850	$1,320,000	$930,000	$0	$0	$0	$0	**$25,016,850**
9200 - Contract Services	$212,514	$150,000	$50,000	$0	$0	$0	$0	**$412,514**
9100 - Salaries & Benefits	$34,406	$30,000	$20,000	$0	$0	$0	$0	**$84,406**
9500 - Miscellaneous	$500	$0	$0	$0	$0	$0	$0	**$500**
Total	**$23,014,270**	**$1,500,000**	**$1,000,000**	**$0**	**$0**	**$0**	**$0**	**$25,514,270**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$23M	**$1.5M**	**$2.5M**	**$25.5M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
7102 - Energy Improve. Lease Bond	$20,656,074	$0	$0	$0	$0	$0	$0	**$20,656,074**
1001 - General Fund	$1,497,120	$600,000	$400,000	$0	$0	$0	$0	**$2,497,120**
6205 - Internal Service Fund - Facilities Replacement	$0	$900,000	$600,000	$0	$0	$0	$0	**$1,500,000**
2705 - Street Light District East Dublin 1999-1	$860,776	$0	$0	$0	$0	$0	$0	**$860,776**
Total	**$23,013,970**	**$1,500,000**	**$1,000,000**	**$0**	**$0**	**$0**	**$0**	**$25,513,970**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$85K**	**$85K**

Project Timeline

- **07/1/2025**
  The project is currently in various stages of design or construction. Construction is anticipated to be completed in 2027.

Civic Center Elevator Modernization

Overview

Project Number GI0001

Description

This project will provide for the design and construction to upgrade the three existing elevators located within Civic Center (two at City Hall and one at Dublin Arts Center). Most elevators are built to provide about 30 to 40 years of service. The modernization process will include upgrading the critical parts of the elevators in order for them to accommodate new technology, have better performance, less energy consumption, and improved safety. This upgrade will also include the replacement of the interior panels and controls within the elevator cars.

Capital Cost

FY2025 Budget
$0

Total Budget (all years)
$900K

Project Total
$900K

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Repairs/Improvements	$0	$0	$750,000	$0	$0	$0	$0	**$750,000**
9200 - Contract Services	$0	$0	$100,040	$0	$0	$0	$0	**$100,040**
9600 - Equipment	$0	$0	$25,000	$0	$0	$0	$0	**$25,000**
9100 - Salaries & Benefits	$0	$0	$24,960	$0	$0	$0	$0	**$24,960**
Total	**$0**	**$0**	**$900,000**	**$0**	**$0**	**$0**	**$0**	**$900,000**

Funding Sources

FY2025 Budget
$0

Total Budget (all years)
$900K

Project Total
$900K

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
6205 - Internal Service Fund - Facilities Replacement	$0	$0	$900,000	$0	$0	$0	$0	**$900,000**
Total	**$0**	**$0**	**$900,000**	**$0**	**$0**	**$0**	**$0**	**$900,000**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **07/1/2025**
  This project will begin in 2026.

Civic Center Exterior Glazing, Sealing & Painting

Overview

Project Number GI0125

Description

This project will provide for design and construction for the sealing of the exterior natural stone veneer, concrete masonry block, reinstallation and replacement of the glazing in the window systems, and replacement of the caulked joints in the architectural metal panels and stonework at Civic Center. The work on the Dublin Art Center "DAC" side of Civic Center will be done in conjunction with DAC improvements. The project will also paint the accent trim colors inside City Hall and the exterior surfaces of the building that are not stone or architectural panels. Buildings should be sealed approximately every 10 years and caulking replaced every 30 years to maintain the exterior's appearance and to prevent damage caused by moisture infiltration.

The design of the Civic Center clock tower exterior cladding replacement was added to this project and will begin in 2025. This work will include: demolish and discard existing exterior stone and metal cladding; repair up to 30% of the existing light gauge metal framing; install new stone and metal cladding over new weather resistant barrier, sheathing, adhesive, stucco and lath; remove existing electrical and lighting system; install new electrical and lighting system; remove, remediate, store and reinstall existing clock faces.

Capital Cost

FY2025 Budget
$4.25M

Total Budget (all years)
$4.75M

Project Total
$4.75M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Repairs/Improvements	$0	$3,650,000	$500,000	$0	$0	$0	$0	**$4,150,000**
9200 - Contract Services	$0	$450,000	$0	$0	$0	$0	$0	**$450,000**
9100 - Salaries & Benefits	$0	$150,000	$0	$0	$0	$0	$0	**$150,000**
Total	**$0**	**$4,250,000**	**$500,000**	**$0**	**$0**	**$0**	**$0**	**$4,750,000**

Funding Sources

FY2025 Budget
$4.25M

Total Budget (all years)
$4.75M

Project Total
$4.75M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
6205 - Internal Service Fund - Facilities Replacement	$0	$4,250,000	$500,000	$0	$0	$0	$0	**$4,750,000**
Total	**$0**	**$4,250,000**	**$500,000**	**$0**	**$0**	**$0**	**$0**	**$4,750,000**

Operational Costs

FY2025 Budget
$0

Total Budget (all years)
$0

Project Total
$0

Project Timeline

- **07/1/2025**
  The project is currently in design development with the progressive design-build contractor. Construction is anticipated to begin in 2025.

Civic Center Rehabilitation

Overview

Project Number GI0122

Description

This project provides for the planning, design, and construction of various rehabilitation and renovation projects at Civic Center. Projects may include: renovation of all restrooms, showers, kitchenettes, and the employee break room; modifications to conference rooms; lighting and ceiling replacement; site improvements to the parking lot area and surrounding walkways of the Civic Center; plaza and landscaping improvements; building security evaluation and upgrades; repainting; and Americans with Disabilities Act (ADA) and Code upgrades. Interior repainting in select areas was completed during construction of the Civic Center HVAC and Roof Replacement project, and minor parking lot and walkway improvements are anticipated to be designed and constructed in conjunction with the Dublin Arts Center project. This project also includes the partitioning of three spaces into six on the second floor of the Civic Center.

This project is funded by General Fund Reserves. Other potential funding sources for the building security upgrades may include Federal and State public safety grants.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$2.03M	**$205K**	**$205K**	**$2.24M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Repairs/Improvements	$1,425,000	$100,000	$0	$0	$0	$0	$0	**$1,525,000**
9200 - Contract Services	$511,590	$100,000	$0	$0	$0	$0	$0	**$611,590**
9100 - Salaries & Benefits	$80,140	$0	$0	$0	$0	$0	$0	**$80,140**
9500 - Miscellaneous	$15,000	$5,000	$0	$0	$0	$0	$0	**$20,000**
Total	**$2,031,730**	**$205,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,236,730**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$2.03M	**$205K**	**$205K**	**$2.24M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
1101 - General Fund Designated Reserve	$2,031,730	$205,000	$0	$0	$0	$0	$0	**$2,236,730**
Total	**$2,031,730**	**$205,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,236,730**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **07/1/2025**
  The project is currently in various stages of design or construction. Interior repainting in select areas was completed during construction of the Civic Center HVAC and Roof Replacement project, and minor parking lot and walkway improvements are being constructed in conjunction with the Dublin Arts Center project. The partitioning of three spaces into six on the second floor of the Civic Center is complete.

Condition Assessment of Water Features

Overview

Project Number GI0225

Description

This project is a comprehensive condition assessment for outdoor water features including fountains and splash pads at Civic Center, Shannon Center, Emerald Glen Park, Senior Center, and Devany Square. This includes examining the structural integrity, plumbing systems, water quality, and overall functionality. Through detailed inspections and evaluations, potential issues such as wear and tear, corrosion, or outdated technology can be identified. Following this assessment, a strategic project can be developed to address the findings. This may include developing plans for either replacing the existing water features with modern and sustainable designs, incorporating advanced water circulation systems, or considering other alternatives that align with the evolving needs and preferences of the community.

Capital Cost

FY2025 Budget
$50K

Total Budget (all years)
$50K

Project Total
$50K

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9200 - Contract Services	$0	$45,000	$0	$0	$0	$0	$0	**$45,000**
9100 - Salaries & Benefits	$0	$5,000	$0	$0	$0	$0	$0	**$5,000**
Total	**$0**	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$50,000**

Funding Sources

FY2025 Budget
$50K

Total Budget (all years)
$50K

Project Total
$50K

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
1001 - General Fund	$0	$50,000	$0	$0	$0	$0	$0	**$50,000**
Total	**$0**	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$50,000**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **07/1/2025**
  The planning phase for the Civic Center fountain will begin in 2025.

Corporation Yard Equipment Wash Pad

Overview

Project Number GI0003

Description

This project will provide for design and construction of a vehicle and equipment wash pad at the Corporation Yard. The wash pad will capture wash water and solid wastes separate the fluids from solids filter the and filter the fluids prior to discharge or storage for reuse. The wash pad will reduce water usage and ensure equipment is maintained using best management practices required by the Municipal Regional Stormwater Permit and EPA.

Capital Cost

FY2025 Budget	Total Budget (all years)	Future	Project Total
$0	**$0**	**$475K**	**$475K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Repairs/Improvements	$0	$0	$0	$0	$0	$0	$315,000	**$315,000**
9200 - Contract Services	$0	$0	$0	$0	$0	$0	$125,000	**$125,000**
9100 - Salaries & Benefits	$0	$0	$0	$0	$0	$0	$35,000	**$35,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$475,000**	**$475,000**

Funding Sources

FY2025 Budget	Total Budget (all years)	Future	Project Total
$0	**$0**	**$475K**	**$475K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
1001 - General Fund	$0	$0	$0	$0	$0	$0	$475,000	**$475,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$475,000**	**$475,000**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **07/1/2025**
  The project will begin in 2030.

Dublin Arts Center

Overview

Project Number GI0120

Description

This project provides for the design and improvements of an approximately 13,000-square-foot Cultural Arts Center on the first floor of the Civic Center, which was formerly occupied by Dublin Police Services. The Parks & Recreation Master Plan identifies a Cultural Arts Center that will serve as a multi-use facility that affords cultural, educational, and social opportunities for the community. The Cultural Arts Center will include: an Art gallery, Black Box theater space; multi-purpose art and music classrooms; a dance studio; and restrooms. The project also provides for the replacement of the heating, ventilation, and air conditioning (HVAC) systems, HVAC controls, roof replacement, major upgrades to the main telecommunication room, and the relocation of the Parks and Community Services Department offices to the second floor of the Dublin Arts Center.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$14.4M	**$0**	**$1M**	**$15.4M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Repairs/Improvements	$9,700,317	$0	$1,000,000	$0	$0	$0	$0	**$10,700,317**
9200 - Contract Services	$3,678,519	$0	$0	$0	$0	$0	$0	**$3,678,519**
9600 - Equipment	$800,000	$0	$0	$0	$0	$0	$0	**$800,000**
9100 - Salaries & Benefits	$199,945	$0	$0	$0	$0	$0	$0	**$199,945**
9500 - Miscellaneous	$18,254	$0	$0	$0	$0	$0	$0	**$18,254**
Total	**$14,397,035**	**$0**	**$1,000,000**	**$0**	**$0**	**$0**	**$0**	**$15,397,035**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$14.4M	**$0**	**$1M**	**$15.4M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
1101 - General Fund Designated Reserve	$6,964,197	$0	$250,000	$0	$0	$0	$0	**$7,214,197**
4100 - Public Facility Fees	$5,889,200	$0	$0	$0	$0	$0	$0	**$5,889,200**
6205 - Internal Service Fund - Facilities Replacement	$1,543,638	$0	$0	$0	$0	$0	$0	**$1,543,638**
6305 - Internal Service Fund - Equipment Replacement	$0	$0	$500,000	$0	$0	$0	$0	**$500,000**
6605 - IT Fund	$0	$0	$250,000	$0	$0	$0	$0	**$250,000**
Total	**$14,397,035**	**$0**	**$1,000,000**	**$0**	**$0**	**$0**	**$0**	**$15,397,035**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$2.8M**	**$2.8M**

Project Timeline

- **07/1/2025**
  The project is currently under construction and is anticipated to be substantially completed in 2025.

Dublin Standard Plans & Details Update

Overview

Project Number GI0123

Description

This project will update the City's Standard Plans, Details and Specifications utilized by the Public Works Department for design and construction of public improvements within the City's right-of-way and properties. These Standards are necessary for consistency to provide guidance to designers, and to specify the current requirements for public infrastructure to be constructed and maintained by the City. The Standards require periodic update and revision to be aligned with current industry practice, changes in materials and construction methods, as well as to be compliant with local, State, and federal goals and requirements, such as the Storm Water Municipal Regional Permit and accessibility requirements of the ADA.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$143K	**$0**	**$0**	**$143K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9200 - Contract Services	$124,608	$0	$0	$0	$0	$0	$0	**$124,608**
9100 - Salaries & Benefits	$15,392	$0	$0	$0	$0	$0	$0	**$15,392**
9500 - Miscellaneous	$2,500	$0	$0	$0	$0	$0	$0	**$2,500**
Total	**$142,500**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$142,500**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$143K	**$0**	**$0**	**$143K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
1001 - General Fund	$142,500	$0	$0	$0	$0	$0	$0	**$142,500**
Total	**$142,500**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$142,500**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **07/1/2025**
  The project is currently in plan review and is anticipated to be completed in 2025.

Electric Vehicle (EV) Charging Stations

Overview

Project Number GI0219

Description

This project provides for the design and construction of at least two electric vehicle (EV) charging spaces at The Wave, at Emerald Glen Park and the underground infrastructure for future expansion. Additionally, two direct-current (DC) EV fast chargers will be installed at the Dublin Sports Grounds. In future years, the project could provide for design and construction of EV charging spaces at other City facilities. Staff will apply for grant funding for the charging units; agencies typically fund conduits, wiring, and electrical panel upgrades as local/match contribution to grant funding.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Future	Project Total (to date)
$230K	**$197K**	**$197K**	**$300K**	**$727K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Repairs/Improvements	$92,181	$197,459	$0	$0	$0	$0	$110,000	**$399,640**
9600 - Equipment	$94,107	$0	$0	$0	$0	$0	$100,000	**$194,107**
9200 - Contract Services	$30,211	$0	$0	$0	$0	$0	$75,000	**$105,211**
9100 - Salaries & Benefits	$12,620	$0	$0	$0	$0	$0	$15,000	**$27,620**
9500 - Miscellaneous	$881	$0	$0	$0	$0	$0	$0	**$881**
Total	**$230,000**	**$197,459**	**$0**	**$0**	**$0**	**$0**	**$300,000**	**$727,459**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Future	Project Total (to date)
$230K	**$197K**	**$197K**	**$300K**	**$727K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
1001 - General Fund	$0	$0	$0	$0	$0	$0	$300,000	**$300,000**
1101 - General Fund Designated Reserve	$212,000	$70,229	$0	$0	$0	$0	$0	**$282,229**
2920 - Federal Grants - General	$0	$127,230	$0	$0	$0	$0	$0	**$127,230**
2207 - Transportation for Clean Air	$18,000	$0	$0	$0	$0	$0	$0	**$18,000**
Total	**$230,000**	**$197,459**	**$0**	**$0**	**$0**	**$0**	**$300,000**	**$727,459**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$1.5K**	**$1.5K**

Project Timeline

- **07/1/2025**
  Installation of the EV charges at The Wave is complete. The City received an Energy Efficiency Conservation Block Grant from the U.S. Department of Energy, which partially funded the installation of the two DC EV fast chargers at the Dublin Sports Grounds., and the installation is anticipated to be completed in 2025.

Exterior Painting at Various Facilities

Overview

Project Number GI0223

Description

This project provides for the design and construction to paint the exterior and make minor repairs at various City facilities. Buildings should be painted approximately every 10 years to maintain the structures' appearance and to prevent damage caused by moisture infiltration. This project will include work at the following locations: Heritage Museum, Old St. Raymond's Church, Kolb House, Senior Center, Fire Stations 16, 17, and 18, The Wave, and the Library. These improvements will be designed and constructed in conjunction with the Civic Center Exterior Glazing, Sealing & Painting project.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$785K	**$0**	**$0**	**$785K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Repairs/Improvements	$605,000	$0	$0	$0	$0	$0	$0	**$605,000**
9200 - Contract Services	$150,048	$0	$0	$0	$0	$0	$0	**$150,048**
9100 - Salaries & Benefits	$29,952	$0	$0	$0	$0	$0	$0	**$29,952**
Total	**$785,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$785,000**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$785K	**$0**	**$0**	**$785K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
6205 - Internal Service Fund - Facilities Replacement	$785,000	$0	$0	$0	$0	$0	$0	**$785,000**
Total	**$785,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$785,000**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **07/1/2025**
  The project is currently in design development with the progressive design-build contractor. Construction is anticipated to begin in 2025.

Facilities Parking Lot Resurfacing

Overview

Project Number GI0325

Description

This project provides for the design and construction to resurface parking lots at various City facilities and make renovations to accommodate the newest ADA and parking lot standards. This project will include work at the following locations: Alamo Creek Park, Emerald Glen Park, Senior Center, and Shannon Community Center.

Capital Cost

FY2025 Budget
$500K

Total Budget (all years)
$1M

Project Total
$1M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Repairs/Improvements	$0	$340,000	$340,000	$0	$0	$0	$0	**$680,000**
9200 - Contract Services	$0	$140,000	$140,000	$0	$0	$0	$0	**$280,000**
9100 - Salaries & Benefits	$0	$20,000	$20,000	$0	$0	$0	$0	**$40,000**
Total	**$0**	**$500,000**	**$500,000**	**$0**	**$0**	**$0**	**$0**	**$1,000,000**

Funding Sources

FY2025 Budget
$500K

Total Budget (all years)
$1M

Project Total
$1M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
1001 - General Fund	$0	$500,000	$500,000	$0	$0	$0	$0	**$1,000,000**
Total	**$0**	**$500,000**	**$500,000**	**$0**	**$0**	**$0**	**$0**	**$1,000,000**

Operational Costs

FY2025 Budget
$0

Total Budget (all years)
$0

Project Total
$0

Project Timeline

- **07/1/2025**
  The project started design in 2024 and will be incorporated into the 2026 Annual Street Resurfacing project for Alamo Creek Park and Emerald Glen Park. The parking lots at Senior Center and Shannon Community Center will be evaluated and preliminary engineering is anticipated to begin in 2026.

Financial System Replacement

Overview

Project Number GI0319

Description

This project provides for the replacement of the City's Enterprise Resource Planning (ERP) system and other related technological projects that support the City Council's initiative to "Become a 24/7 City Hall to Enhance Resident and Business Engagement." This includes the OpenGov financial transparency software and upgrades to the City's Laserfiche document management software.

The City's ERP system serves as the primary software platform for Finance, Human Resources, Public Works, Community Development, and all other core transactions. The outgoing system was implemented in Fiscal Year 2008-09 and has reached the end of its 10-year lifespan.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$2.52M	**$0**	**$0**	**$2.52M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9600 - Equipment	$1,511,821	$0	$0	$0	$0	$0	$0	**$1,511,821**
9200 - Contract Services	$1,002,679	$0	$0	$0	$0	$0	$0	**$1,002,679**
9500 - Miscellaneous	$500	$0	$0	$0	$0	$0	$0	**$500**
Total	**$2,515,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,515,000**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$2.52M	**$0**	**$0**	**$2.52M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
1001 - General Fund	$1,860,000	$0	$0	$0	$0	$0	$0	**$1,860,000**
6305 - Internal Service Fund - Equipment Replacement	$655,000	$0	$0	$0	$0	$0	$0	**$655,000**
Total	**$2,515,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,515,000**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$240K	**$240K**	**$240K**

Project Timeline

- **07/1/2025**
  The implementation started in spring 2021. The Finance Module went live in July 2022, the Human Resources and Payroll modules went live in April 2023, and the Permitting and Licensing modules went live in July 2024. The complete transition to the new ERP system is expected in Fiscal Year 2024-25, with technical configuration and training continuing throughout the year.

Irrigation System Upgrades

Overview

Project Number GI0224

Description

This project will include the planning, design and installation of approximately sixty new irrigation controllers along streets, parks and facilities. System-wide communication upgrades with the Central Irrigation System will improve water conservation in response to daily weather conditions. Additionally, consultant services will be utilized to improve system optimization including site specific scheduling for up to twenty-five of the City's large landscapes. A series of training sessions will be held with the City's Maintenance Division to ensure the ongoing operation of the system.

The $1.38 million identified as "State Grant" is from the State of California - Department of Water Resources Urban Community Drought Relief Grant, which was awarded to Alameda County Flood Control and Water Conservation District, Zone 7, as part of a grant application that included several projects from local sponsors in the Livermore-Amador Valley. All activities to implement the project must be completed by December 31, 2026, to be eligible for State Grant funding.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$1.84M	**$0**	**$0**	**$1.84M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Repairs/Improvements	$721,000	$0	$0	$0	$0	$0	$0	**$721,000**
9600 - Equipment	$650,000	$0	$0	$0	$0	$0	$0	**$650,000**
9200 - Contract Services	$350,000	$0	$0	$0	$0	$0	$0	**$350,000**
9100 - Salaries & Benefits	$104,000	$0	$0	$0	$0	$0	$0	**$104,000**
9500 - Miscellaneous	$15,000	$0	$0	$0	$0	$0	$0	**$15,000**
Total	**$1,840,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,840,000**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$1.84M	**$0**	**$0**	**$1.84M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
2921 - State Grants - General	$1,380,000	$0	$0	$0	$0	$0	$0	**$1,380,000**
1001 - General Fund	$460,000	$0	$0	$0	$0	$0	$0	**$460,000**
Total	**$1,840,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,840,000**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$45K	**$45K**	**$45K**

Project Timeline

- **07/1/2025**
  The improvement agreement to replace the controller was awarded June 3, 2025, and the project is currently in construction.

IT Infrastructure Improvement

Overview

Project Number GI0117

Description

This project allows for the replacement and upgrade of aging network hardware as well as the implementation of centralized Information Technology management tools that will increase efficiency in City operations.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$1.24M	**$0**	**$0**	**$1.24M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9600 - Equipment	$666,391	$0	$0	$0	$0	$0	$0	**$666,391**
9200 - Contract Services	$302,886	$0	$0	$0	$0	$0	$0	**$302,886**
9400 - Repairs/Improvements	$273,644	$0	$0	$0	$0	$0	$0	**$273,644**
9500 - Miscellaneous	$679	$0	$0	$0	$0	$0	$0	**$679**
Total	**$1,243,600**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,243,600**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$1.24M	**$0**	**$0**	**$1.24M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
6605 - IT Fund	$1,150,000	$0	$0	$0	$0	$0	$0	**$1,150,000**
1101 - General Fund Designated Reserve	$93,600	$0	$0	$0	$0	$0	$0	**$93,600**
Total	**$1,243,600**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,243,600**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **07/1/2025**
  This project is ongoing. Equipment will be replaced as it reaches the end of its useful life.

Library Tenant Improvements

Overview

Project Number GI0521

Description

This project provides for the design and construction of tenant improvements to the Dublin Library, including completion of 5,150 square feet of currently unoccupied space within the library building. The 37,000 square-foot library building was completed in Fiscal Year 2002-03, however only 30,000 square feet was occupied. In Fiscal Year 2016-17, a tenant improvement project was completed which opened an additional 1,850 square feet of space adjacent to the children's area. This project will open the remaining 5,150 square feet of building area for library and community use. Improvements will include: a large flex space; new small group study rooms; expansion of the children's area; modification of shelving and fixtures; carpet replacement; repainting; and the refurbishing of select systems and interior surfaces.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$2.84M	**$2M**	**$2M**	**$4.84M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Repairs/Improvements	$2,260,270	$1,300,000	$0	$0	$0	$0	$0	**$3,560,270**
9200 - Contract Services	$492,885	$560,000	$0	$0	$0	$0	$0	**$1,052,885**
9100 - Salaries & Benefits	$62,510	$140,000	$0	$0	$0	$0	$0	**$202,510**
9500 - Miscellaneous	$20,000	$0	$0	$0	$0	$0	$0	**$20,000**
Total	**$2,835,665**	**$2,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$4,835,665**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$2.84M	**$2M**	**$2M**	**$4.84M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
6205 - Internal Service Fund - Facilities Replacement	$90,000	$2,000,000	$0	$0	$0	$0	$0	**$2,090,000**
4100 - Public Facility Fees	$1,745,665	$0	$0	$0	$0	$0	$0	**$1,745,665**
1001 - General Fund	$1,000,000	$0	$0	$0	$0	$0	$0	**$1,000,000**
Total	**$2,835,665**	**$2,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$4,835,665**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$8K**	**$8K**

Project Timeline

- **07/1/2025**
  Planning and preliminary design began in Fiscal Year 2023-24 and schematic design started in 2024. Construction is anticipated to begin in 2026.

Municipal Fiber

Overview

Project Number GI0323

Description

This project provides for the planning, design, and construction to improve and extend the existing City Information Technology fiber optic network cabling and infrastructure by laying the foundation for future high speed networking capability and improve existing City facilities' networking speed and reliability by interconnecting City facilities from Civic Center to Heritage Park and Museums, Shannon Community Center, Senior Center, and the Corp Yard. An approximate 13-mile loop is anticipated to connect these facilities. This project will also assist in improving Traffic Operations with faster fiber optic networks that support smart and adaptive traffic software. Additionally, Dublin Police Services' ability and effectiveness in crime prevention will be enhanced with faster connections to the situational awareness cameras, license plate readers, and major intersection video streaming. Lastly, this project will improve Citywide Wi-Fi access, performance, and security.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$140K	**$0**	**$0**	**$140K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9200 - Contract Services	$119,200	$0	$0	$0	$0	$0	$0	**$119,200**
9100 - Salaries & Benefits	$20,800	$0	$0	$0	$0	$0	$0	**$20,800**
Total	**$140,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$140,000**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$140K	**$0**	**$0**	**$140K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
1001 - General Fund	$140,000	$0	$0	$0	$0	$0	$0	**$140,000**
Total	**$140,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$140,000**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **07/1/2025**
  The preliminary planning phase began in 2022 with identifying the locations citywide of existing infrastructure. A Request for Proposals will be issued in 2025 for consulting services for the development of a five-year fiber optic master plan and feasibility study, which will assess the existing City network infrastructure and the required build out.

Resiliency and Disaster Preparedness Improvements

Overview

Project Number GI0221

Description

Beginning in the end of December 2022 through the first few weeks of 2023, Dublin and most of California experienced damage due to a series of rain fall events that were declared a major disaster in Alameda County by the President on January 17, 2023. The City experienced damage at various sites, including street rights-of-way, parks and open space, and facilities and buildings. This project provide for the planning, design, environmental permitting, if necessary, and construction to make the repairs at various sites impacted. The following locations and types of repairs have been identified:

- Dougherty Hills Open Space, Crossridge Road Trailhead – slide repair
- Dublin Boulevard, between Inspiration Drive and Silvergate Drive – slide repair
- Mape Memorial Park – Pathway Relocation
- Koopman Canyon Creek at Shannon Community Center/San Ramon Road – channel and culvert improvements
- Martin Canyon Creek at Silvergate Drive - channel improvements
- Koopman Canyon Creek at Fenwick Court - trash rack repair and channel improvements
- Clark Canyon Creek at Padre Way - track rack repair and channel improvements

The City has applied for grants for this project through the Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (CalOES).

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$1.1M	**$277K**	**$1.65M**	**$2.75M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Repairs/Improvements	$825,000	$0	$1,000,000	$0	$0	$0	$0	**$1,825,000**
9200 - Contract Services	$223,000	$277,000	$300,000	$0	$0	$0	$0	**$800,000**
9100 - Salaries & Benefits	$54,189	$0	$75,000	$0	$0	$0	$0	**$129,189**
Total	**$1,102,189**	**$277,000**	**$1,375,000**	**$0**	**$0**	**$0**	**$0**	**$2,754,189**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$1.1M	**$277K**	**$1.65M**	**$2.75M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
1001 - General Fund	$1,102,189	$277,000	$1,375,000	$0	$0	$0	$0	**$2,754,189**
Total	**$1,102,189**	**$277,000**	**$1,375,000**	**$0**	**$0**	**$0**	**$0**	**$2,754,189**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **07/1/2025**
  The clean-up effort immediately following the storm events are complete and the preliminary engineering for the permanent repair began in Fiscal Year 2023-24. The project is currently in the preliminary engineering, design, or construction phases. A construction contract for the Mape Memorial Park Pathway Relocation project was awarded in May 2025 and construction began in June 2025. The two slide repair projects are anticipated to begin construction in summer 2025.

Roof Replacement at Various City Facilities

Overview

Project Number GI0423

Description

This project provides for the design and construction of roof replacement or partial roof replacement at various City facilities. Typically, a roof has a 20-30-year service life depending on the roof type. This project will include work at the following locations: Heritage Museum, Old St. Raymond's Church, Senior Center, and Fire Station 16. These improvements will be designed and constructed in conjunction with the Civic Center Exterior Glazing, Sealing & Painting project.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$655K	**$0**	**$0**	**$655K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Repairs/Improvements	$550,000	$0	$0	$0	$0	$0	$0	**$550,000**
9200 - Contract Services	$75,048	$0	$0	$0	$0	$0	$0	**$75,048**
9100 - Salaries & Benefits	$29,952	$0	$0	$0	$0	$0	$0	**$29,952**
Total	**$655,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$655,000**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$655K	**$0**	**$0**	**$655K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
6205 - Internal Service Fund - Facilities Replacement	$655,000	$0	$0	$0	$0	$0	$0	**$655,000**
Total	**$655,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$655,000**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **07/1/2025**
  The project is currently in design development with the progressive design-build contractor. Construction is anticipated to begin in 2025.

Shannon Community Center Play Yard

Overview

Project Number GI0004

Description

This project will provide for design and construction of the replacement of the poured-in-place safety surfacing at the preschool playground at the Shannon Community Center Preschool. The surfacing will create a modern, safe, and stimulating environment that aligns with the evolving needs of our community's preschool-aged children.

Capital Cost

FY2025 Budget
$0

Total Budget (all years)
$200K

Project Total
$200K

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Repairs/Improvements	$0	$0	$0	$0	$0	$130,000	$0	**$130,000**
9200 - Contract Services	$0	$0	$0	$0	$0	$55,000	$0	**$55,000**
9100 - Salaries & Benefits	$0	$0	$0	$0	$0	$15,000	$0	**$15,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$200,000**	**$0**	**$200,000**

Funding Sources

FY2025 Budget
$0

Total Budget (all years)
$200K

Project Total
$200K

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
6205 - Internal Service Fund - Facilities Replacement	$0	$0	$0	$0	$0	$200,000	$0	**$200,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$200,000**	**$0**	**$200,000**

Operational Costs

FY2025 Budget
$0

Total Budget (all years)
$0

Project Total
$0

Project Timeline

- **07/1/2025**
  The project will begin in 2028.

Situational Awareness Camera Program

Overview

Project Number GI0523

Description

This project will provide 40 situational awareness cameras at 10 locations to cover known gaps within the City. These cameras will be strategically located along major corridors and arteries to maximize observation of Dublin's many entrance and exit points into and out of town. These cameras will be valuable technological resources that assist in criminal investigations and the apprehension of law violators within the City.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$585K	**$0**	**$0**	**$585K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Repairs/Improvements	$533,000	$0	$0	$0	$0	$0	$0	**$533,000**
9200 - Contract Services	$44,928	$0	$0	$0	$0	$0	$0	**$44,928**
9100 - Salaries & Benefits	$7,072	$0	$0	$0	$0	$0	$0	**$7,072**
Total	**$585,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$585,000**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$585K	**$0**	**$0**	**$585K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
1001 - General Fund	$585,000	$0	$0	$0	$0	$0	$0	**$585,000**
Total	**$585,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$585,000**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$80K**	**$80K**

Project Timeline

- **07/1/2025**
  The project is in various stages of design and construction with two cameras installed in FY 2024-25.

The Wave Pool Replastering

Overview

Project Number GI0006

Description

This project will provide for the design and construction to replace the pool plaster at The Wave Indoor Pool, Outdoor Sport Pool, and Aquatic Play Structure.

Capital Cost

FY2025 Budget
$0

Total Budget (all years)
$2M

Project Total
$2M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Repairs/Improvements	$0	$0	$0	$0	$1,310,000	$0	$0	**$1,310,000**
9200 - Contract Services	$0	$0	$0	$430,000	$120,000	$0	$0	**$550,000**
9100 - Salaries & Benefits	$0	$0	$0	$70,000	$70,000	$0	$0	**$140,000**
Total	**$0**	**$0**	**$0**	**$500,000**	**$1,500,000**	**$0**	**$0**	**$2,000,000**

Funding Sources

FY2025 Budget
$0

Total Budget (all years)
$2M

Project Total
$2M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
6205 - Internal Service Fund - Facilities Replacement	$0	$0	$0	$500,000	$1,500,000	$0	$0	**$2,000,000**
1001 - General Fund	$0	$0	$0	$0	$0	$0	$0	**$0**
Total	**$0**	**$0**	**$0**	**$500,000**	**$1,500,000**	**$0**	**$0**	**$2,000,000**

Operational Costs

FY2025 Budget
$0

Total Budget (all years)
$0

Project Total
$0

Project Timeline

- **07/1/2025**
  The project will begin in FY 2026-27.

Waste Enclosures Upgrades

Overview

Project Number GI0425

Description

This project provides for the design and construction to replace or upgrade waste enclosures at various City facilities. The first location to be upgraded will be at Civic Center, serving City Hall and the Dublin Arts Center. Other locations for future upgrades include Senior Center, Shannon Community Center, Library, Dublin Sports Grounds, Emerald Glen Park, and Fire Stations 16, 17, and 18.

Capital Cost

FY2025 Budget	Total Budget (all years)	Future	Project Total
$325K	**$325K**	**$2.8M**	**$3.13M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Repairs/Improvements	$0	$213,000	$0	$0	$0	$0	$1,840,000	**$2,053,000**
9200 - Contract Services	$0	$89,000	$0	$0	$0	$0	$760,000	**$849,000**
9100 - Salaries & Benefits	$0	$23,000	$0	$0	$0	$0	$200,000	**$223,000**
Total	**$0**	**$325,000**	**$0**	**$0**	**$0**	**$0**	**$2,800,000**	**$3,125,000**

Funding Sources

FY2025 Budget	Total Budget (all years)	Future	Project Total
$325K	**$325K**	**$2.8M**	**$3.13M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
1001 - General Fund	$0	$131,124	$0	$0	$0	$0	$2,800,000	**$2,931,124**
2921 - State Grants - General	$0	$193,876	$0	$0	$0	$0	$0	**$193,876**
Total	**$0**	**$325,000**	**$0**	**$0**	**$0**	**$0**	**$2,800,000**	**$3,125,000**

Operational Costs

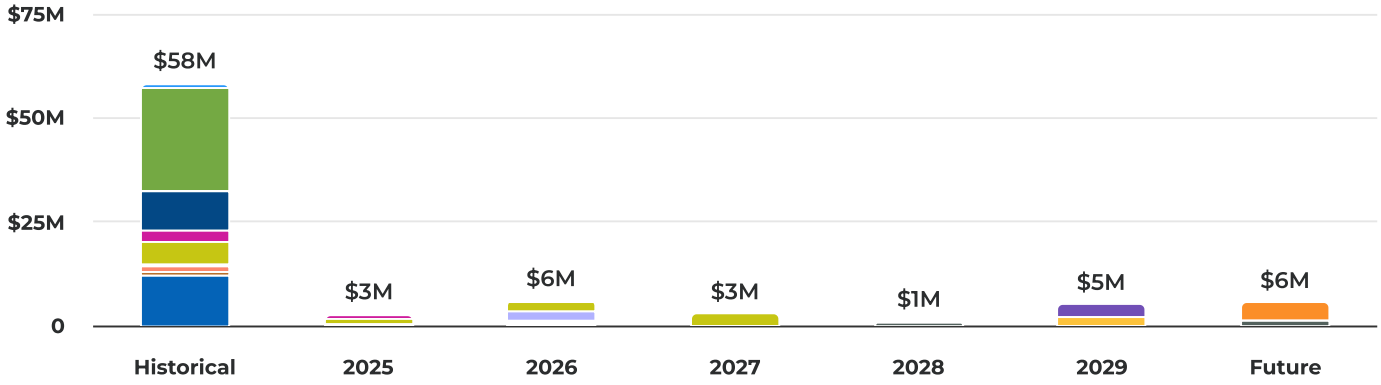
FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **07/1/2025**
  The design for the Civic Center location began in 2024 and will be constructed as a part of the Citywide Energy Improvements Project beginning in late 2025.

Parks

FY25 - FY29 Parks Projects (including Historical, Future)



Alamo Creek Park and Assessment District - Fence Replacement	$850,000	1.04%
Don Biddle Community Park	$24,824,005	30.51%
Downtown Dublin Town Square Park	$4,611,565	5.67%
Dublin Sports Grounds Rehabilitation	$3,650,000	4.49%
Fallon Sports Park - Artificial Turf Field Replacement	$2,250,000	2.77%
Fallon Sports Park - Phase 3	$9,623,000	11.83%
Fallon Sports Park Baseball Field G Upgrades	$400,000	0.49%
Forest Park	$3,538,947	4.35%
Iron Horse Nature Park and Open Space	$12,169,900	14.96%
Kolb Park Renovation	$2,425,000	2.98%
Parks Playground Replacement	$1,109,560	1.36%
Persimmon Drive Pedestrian Path Rehabilitation	$195,000	0.24%
Restrooms Replacement	$1,475,000	1.81%
Sports Courts Resurfacing	$2,100,000	2.58%
Sunday School Barn Flooring	$385,000	0.47%
Wallis Ranch Community Park	$11,760,000	14.45%

Summary of Requests

Project No. / Category		Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
PK0122	Alamo Creek Park and Assessment District - Fence Replacement	$850,000	$0	$0	$0	$0	$0	$0	$850,000

Project No. / Category		Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
PK0115	Don Biddle Community Park	$24,824,005	$0	$0	$0	$0	$0	$0	**$24,824,005**
PK0221	Downtown Dublin Town Square Park	$106,885	$4,680	$0	$0	$0	$0	$4,500,000	**$4,611,565**
PK0002	Dublin Sports Grounds Rehabilitation	$0	$0	$0	$150,000	$600,000	$2,900,000	$0	**$3,650,000**
PK0003	Fallon Sports Park - Artificial Turf Field Replacement	$0	$0	$0	$0	$0	$2,250,000	$0	**$2,250,000**
PK0119	Fallon Sports Park - Phase 3	$9,623,000	$0	$0	$0	$0	$0	$0	**$9,623,000**
PK0225	Fallon Sports Park Baseball Field G Upgrades	$0	$150,000	$250,000	$0	$0	$0	$0	**$400,000**
PK0322	Forest Park	$2,798,947	$740,000	$0	$0	$0	$0	$0	**$3,538,947**
PK0422	Iron Horse Nature Park and Open Space	$5,403,000	$1,497,305	$2,490,941	$2,778,654	$0	$0	$0	**$12,169,900**
PK0224	Kolb Park Renovation	$450,000	$0	$1,975,000	$0	$0	$0	$0	**$2,425,000**
PK0124	Parks Playground Replacement	$1,109,560	$0	$0	$0	$0	$0	$0	**$1,109,560**
PK0123	Persimmon Drive Pedestrian Path Rehabilitation	$195,000	$0	$0	$0	$0	$0	$0	**$195,000**
PK0321	Restrooms Replacement	$1,000,000	$0	$475,000	$0	$0	$0	$0	**$1,475,000**
PK0004	Sports Courts Resurfacing	$0	$0	$600,000	$0	$500,000	$0	$1,000,000	**$2,100,000**
PK0125	Sunday School Barn Flooring	$0	$125,000	$260,000	$0	$0	$0	$0	**$385,000**
PK0421	Wallis Ranch Community Park	$11,760,000	$0	$0	$0	$0	$0	$0	**$11,760,000**
Total Summary of Requests		**$58,120,397**	**$2,516,985**	**$6,050,941**	**$2,928,654**	**$1,100,000**	**$5,150,000**	**$5,500,000**	**$81,366,977**

Alamo Creek Park and Assessment District - Fence Replacement

Overview

Project Number PK0122

Description

This project provides for the design and construction of replacement fencing at Alamo Creek Park and for replacement and repair of fencing along Alamo Creek within the Dougherty Road Landscape and Lighting District No. 1986-1. Most of the existing tubular steel fencing has reached the end of its service life and needs to be replaced or repaired. In addition to the park fencing, the existing decorative concrete masonry walls within the park, which include integrated tubular steel fence elements, will be evaluated, repaired as needed, and repainted.

The project will also include evaluation and selecting replacement or repair of the tubular steel fencing that is maintained by the Dougherty Road Landscape and Lighting District No. 1986-1. The subject fencing is located along Fall Creek Road, Wildwood Road, and Willow Creek Drive. Funding for this portion of the project is provided from funding reserves that were collected from District No. 1986-1.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$850K	**$0**	**$0**	**$850K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9300 - Land/Right-of-way	$747,500	$0	$0	$0	$0	$0	$0	**$747,500**
9200 - Contract Services	$53,751	$0	$0	$0	$0	$0	$0	**$53,751**
9100 - Salaries & Benefits	$41,600	$0	$0	$0	$0	$0	$0	**$41,600**
9400 - Improvements	$7,149	$0	$0	$0	$0	$0	$0	**$7,149**
Total	**$850,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$850,000**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$850K	**$0**	**$0**	**$850K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
1001 - General Fund	$450,000	$0	$0	$0	$0	$0	$0	**$450,000**
2703 - Landscape District Dougherty 1986-1	$400,000	$0	$0	$0	$0	$0	$0	**$400,000**
Total	**$850,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$850,000**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **07/1/2025**
  The project is currently in design. Construction is anticipated to begin in late 2025.

Don Biddle Community Park

Overview

Project Number PK0115

Description

This project provides for the design and construction of a 30-acre community park in the Boulevard Development within the Dublin Crossing Specific Plan. The park is located between Dublin Boulevard, Scarlett Drive, Horizon Parkway, and Columbus Street and will be built by the Boulevard Developer. The project includes tennis courts, basketball courts, a picnic and barbeque area, a great lawn (multi-use lawn area), playgrounds, parent paddock, community garden, a specimen tree, upgraded playground equipment, and other amenities. In accordance with the Dublin Crossing Development Agreement, the Developer is responsible for project costs up to $12,857,142. The City is responsible for reimbursing the Developer for project costs that exceed that amount. City funding will come from Public Facility Fee Funds.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$24.8M	**$0**	**$0**	**$24.8M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$19,328,720	$0	$0	$0	$0	$0	$0	**$19,328,720**
9200 - Contract Services	$2,932,161	$0	$0	$0	$0	$0	$0	**$2,932,161**
9500 - Miscellaneous	$2,043,221	$0	$0	$0	$0	$0	$0	**$2,043,221**
9100 - Salaries & Benefits	$519,903	$0	$0	$0	$0	$0	$0	**$519,903**
Total	**$24,824,005**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$24,824,005**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$24.8M	**$0**	**$0**	**$24.8M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9999 - Developer Built	$12,857,142	$0	$0	$0	$0	$0	$0	**$12,857,142**
4100 - Public Facility Fees	$9,866,863	$0	$0	$0	$0	$0	$0	**$9,866,863**
1101 - General Fund Designated Reserve	$2,100,000	$0	$0	$0	$0	$0	$0	**$2,100,000**
Total	**$24,824,005**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$24,824,005**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$1.14M	**$1.14M**	**$1.14M**

Project Timeline

- **01/9/2018**
  The conceptual plan was approved by the City Council on January 9, 2018.
- **10/2/2018**
  On October 2, 2018, the City Council provided direction to use $600,000 of Community Benefit Funds for the inclusion of a specimen tree and upgraded playground equipment in the park design.
- **09/24/2022**
  The park opened on September 24, 2022.
- **07/1/2025**
  Work at the southwest limits of the park adjacent Scarlett Drive extension should be completed in 2026.

Downtown Dublin Town Square Park

Overview

Project Number PK0221

Description

This project provides for the planning of a new Town Square, in accordance with the main principles of the Downtown Dublin Preferred Vision, which was approved by the City Council on November 5, 2019. The Town Square is a one-acre park and plaza that will serve as Downtown Dublin's gathering place, which may include a market promenade, outdoor dining, and event space, and will be located one block north of Dublin Boulevard in the Dublin Place shopping center along the proposed extension of Golden Gate Drive. Possible future funding sources are development impact fees, community facilities district financing, or other assessment district funding.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Future	Project Total (to date)
$107K	**$4.68K**	**$4.68K**	**$4.5M**	**$4.61M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9300 - Land/Right-of-way	$0	$0	$0	$0	$0	$0	$2,400,000	**$2,400,000**
9400 - Improvements	$0	$0	$0	$0	$0	$0	$1,440,000	**$1,440,000**
9200 - Contract Services	$75,000	$0	$0	$0	$0	$0	$550,000	**$625,000**
9100 - Salaries & Benefits	$31,885	$4,680	$0	$0	$0	$0	$110,000	**$146,565**
Total	**$106,885**	**$4,680**	**$0**	**$0**	**$0**	**$0**	**$4,500,000**	**$4,611,565**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Future	Project Total (to date)
$107K	**$4.68K**	**$4.68K**	**$4.5M**	**$4.61M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
4100 - Public Facility Fees	$0	$0	$0	$0	$0	$0	$4,500,000	**$4,500,000**
1001 - General Fund	$106,885	$4,680	$0	$0	$0	$0	$0	**$111,565**
Total	**$106,885**	**$4,680**	**$0**	**$0**	**$0**	**$0**	**$4,500,000**	**$4,611,565**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$40K	**$40K**	**$40K**

Project Timeline

- **07/1/2025**
  The project will be planned in conjunction with the review of the developer's application.

Dublin Sports Grounds Rehabilitation

Overview

Project Number PK0002

Description

This project will provide for the design and construction to renovate the easterly ball fields at the Dublin Sports Grounds. The improvements may include dugout covers/shelter, fence repairs, backstop replacement, replacement of the core booths and storage at the fields. Additionally, the dugouts and bullpen openings will be reconfigured. The project will also include the replacement of the westerly restroom and the addition of concrete walkways.

Capital Cost

FY2025 Budget
$0

Total Budget (all years)
$3.65M

Project Total
$3.65M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$0	$0	$0	$0	$575,040	$1,900,000	$0	**$2,475,040**
9200 - Contract Services	$0	$0	$0	$125,040	$0	$790,000	$0	**$915,040**
9100 - Salaries & Benefits	$0	$0	$0	$24,960	$24,960	$210,000	$0	**$259,920**
Total	**$0**	**$0**	**$0**	**$150,000**	**$600,000**	**$2,900,000**	**$0**	**$3,650,000**

Funding Sources

FY2025 Budget
$0

Total Budget (all years)
$3.65M

Project Total
$3.65M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
6205 - Internal Service Fund - Facilities Replacement	$0	$0	$0	$150,000	$600,000	$2,900,000	$0	**$3,650,000**
Total	**$0**	**$0**	**$0**	**$150,000**	**$600,000**	**$2,900,000**	**$0**	**$3,650,000**

Operational Costs

FY2025 Budget
$0

Total Budget (all years)
$0

Project Total
$0

Project Timeline

- **07/1/2025**
  This project is anticipated to begin in 2026.

Fallon Sports Park - Artificial Turf Field Replacement

Overview

Project Number PK0003

Description

This project will provide for the design and construction to replace the four artificial turf sports fields at Fallon Sports Park. The lifespan of artificial turf sports fields can vary depending on factors such as the quality of the turf, the level of usage, maintenance practices, and environmental conditions. Depending upon continued use and maintenance, the artificial turf is anticipated to need replacement in Fiscal Year 2028-29.

Capital Cost

FY2025 Budget
$0

Total Budget (all years)
$2.25M

Project Total
$2.25M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$0	$0	$0	$0	$0	$1,550,000	$0	**$1,550,000**
9200 - Contract Services	$0	$0	$0	$0	$0	$600,000	$0	**$600,000**
9100 - Salaries & Benefits	$0	$0	$0	$0	$0	$100,000	$0	**$100,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,250,000**	**$0**	**$2,250,000**

Funding Sources

FY2025 Budget
$0

Total Budget (all years)
$2.25M

Project Total
$2.25M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
6205 - Internal Service Fund - Facilities Replacement	$0	$0	$0	$0	$0	$2,250,000	$0	**$2,250,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,250,000**	**$0**	**$2,250,000**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **07/1/2025**
  This project is anticipated to begin in 2028.

Fallon Sports Park - Phase 3

Overview

Project Number PK0119

Description

Fallon Sports Park is a 60-acre community park bordered by Fallon Road, Central Parkway, Lockhart Street and Gleason Drive. Phases 1 and 2 of the park have been completed and Phase 3 represents the final phase of park development. The Phase 3 project provides for the design and construction of the remaining 14 acres of Fallon Sports Park, referred to as the Upper Terrace. On December 17, 2019, City Council approved the concept design that includes a cricket field, two ballfields, sand volleyball courts and multi-sport batting cages. In September 2022 the City Council authorized the use of construction contingency to install perimeter fencing/netting at the cricket field.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$9.62M	**$0**	**$0**	**$9.62M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$8,100,000	$0	$0	$0	$0	$0	$0	**$8,100,000**
9200 - Contract Services	$1,268,000	$0	$0	$0	$0	$0	$0	**$1,268,000**
9100 - Salaries & Benefits	$225,000	$0	$0	$0	$0	$0	$0	**$225,000**
9500 - Miscellaneous	$30,000	$0	$0	$0	$0	$0	$0	**$30,000**
Total	**$9,623,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$9,623,000**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$9.62M	**$0**	**$0**	**$9.62M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
4100 - Public Facility Fees	$9,523,000	$0	$0	$0	$0	$0	$0	**$9,523,000**
1101 - General Fund Designated Reserve	$100,000	$0	$0	$0	$0	$0	$0	**$100,000**
Total	**$9,623,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$9,623,000**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$530K	**$530K**	**$530K**

Project Timeline

- **10/22/2022**
  Construction was substantially complete in late summer 2022 and park opening ceremony was held in October 2022.
- **07/1/2025**
  The project was completed in June 2024, and is currently in the closeout phase.

Fallon Sports Park Baseball Field G Upgrades

Overview

Project Number PK0225

Description

The project provides for the planning, design, and construction of an aluminum 60-foot high flagpole at the southwest corner of the baseball diamond behind the First Base side bullpen to accommodate a 10-foot x 15-foot United States Flag and California State Flag, as well as a light to top of pole.

Future improvements may include field fence screening/padding with advertising, Public Address System, Wi-Fi system (to facilitate streaming games), bleachers/seating for 250-350 people, new scoreboard, at a new location, and Gate/Fence access control.

Capital Cost

FY2025 Budget
$150K

Total Budget (all years)
$400K

Project Total
$400K

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$0	$92,500	$190,000	$0	$0	$0	$0	**$282,500**
9200 - Contract Services	$0	$50,000	$50,000	$0	$0	$0	$0	**$100,000**
9100 - Salaries & Benefits	$0	$5,000	$10,000	$0	$0	$0	$0	**$15,000**
9500 - Miscellaneous	$0	$2,500	$0	$0	$0	$0	$0	**$2,500**
Total	**$0**	**$150,000**	**$250,000**	**$0**	**$0**	**$0**	**$0**	**$400,000**

Funding Sources

FY2025 Budget
$150K

Total Budget (all years)
$400K

Project Total
$400K

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
1001 - General Fund	$0	$150,000	$250,000	$0	$0	$0	$0	**$400,000**
Total	**$0**	**$150,000**	**$250,000**	**$0**	**$0**	**$0**	**$0**	**$400,000**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$2.5K**	**$2.5K**

Project Timeline

- **02/4/2025**
  City Council directed Staff to begin work on the project at the February 4, 2025 meeting.
- **07/1/2025**
  The flagpole portion of the project is complete. The planning phase for seating/bleachers is anticipated to begin in FY 2025-26.

Forest Park

Overview

Project Number PK0322

Description

This project provides for the planning, design, and construction of a 2.0-acre neighborhood square in the Jordan Ranch Development. The neighborhood square will be designed in accordance with the Neighborhood Square Standards contained in the Parks and Recreation Master Plan.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$2.8M	**$740K**	**$740K**	**$3.54M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$1,904,749	$715,000	$0	$0	$0	$0	$0	**$2,619,749**
9200 - Contract Services	$493,940	$25,000	$0	$0	$0	$0	$0	**$518,940**
9500 - Miscellaneous	$282,680	$0	$0	$0	$0	$0	$0	**$282,680**
9100 - Salaries & Benefits	$117,578	$0	$0	$0	$0	$0	$0	**$117,578**
Total	**$2,798,947**	**$740,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,538,947**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$2.8M	**$740K**	**$740K**	**$3.54M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
4100 - Public Facility Fees	$2,798,947	$100,000	$0	$0	$0	$0	$0	**$2,898,947**
1001 - General Fund	$0	$350,000	$0	$0	$0	$0	$0	**$350,000**
2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	$0	$250,000	$0	$0	$0	$0	$0	**$250,000**
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$0	$40,000	$0	$0	$0	$0	$0	**$40,000**
Total	**$2,798,947**	**$740,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,538,947**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$275K**	**$275K**

Project Timeline

- **07/1/2024**
  The planning phase began in Fiscal Year 2021-22 and the conceptual plan was approved by the City Council in December 2022. The project is currently in design and construction will start in 2024. Midyear appropriation of $390,000 approved by City Council on July 16, 2024.
- **07/1/2025**
  The project is currently in construction and anticipated to be completed before the end of 2025.

Iron Horse Nature Park and Open Space

Overview

Project Number PK0422

Description

This project provides for the planning, design, and construction of 12.13 acres of a nature park and open space adjacent to the Iron Horse Regional Trail, from the Dublin/San Ramon city limit to the confluence of Alamo and South San Ramon Creeks, that may be developed in partnership with Zone 7 Water Agency. The park size could increase to over 20 acres of usable parkland when combined with adjacent Zone 7 Water Agency property. The park will be designed in accordance with the Iron Horse Nature Park and Open Space Master Plan, which was approved by the City Council on October 1, 2013. The City has already acquired 12.13 acres and the balance of the parkland would be accessible through an easement and operational agreement with Zone 7 Water Agency. The City will continue to pursue the acquisition of the Alameda County portion of the Iron Horse Regional Trail corridor to add to the City's portion of the parkland. The Phase I improvements will provide a trail connection to Stagecoach Park, the installation of a shade structure over a picnic area, as well as replacement benches and picnic tables.

In addition to Public Facilities Fee, possible funding sources are additional statewide grants or federal grants for projects that provide non-motorized infrastructure and enhancements that promote new or alternate access to parks, waterways, outdoor recreational pursuits, and forested or other natural environments to encourage health-related active transportation and opportunities for residents and trail users to reconnect with nature, such as Active Transportation Program grants or Proposition 68.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$5.4M	**$1.5M**	**$6.77M**	**$12.2M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$2,446,027	$1,248,800	$2,235,941	$2,778,654	$0	$0	$0	**$8,709,422**
9200 - Contract Services	$2,381,226	$196,505	$0	$0	$0	$0	$0	**$2,577,731**
9500 - Miscellaneous	$365,500	$0	$255,000	$0	$0	$0	$0	**$620,500**
9100 - Salaries & Benefits	$210,247	$52,000	$0	$0	$0	$0	$0	**$262,247**
Total	**$5,403,000**	**$1,497,305**	**$2,490,941**	**$2,778,654**	**$0**	**$0**	**$0**	**$12,169,900**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$5.4M	**$1.5M**	**$6.77M**	**$12.2M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
4100 - Public Facility Fees	$3,056,000	$1,463,505	$2,490,941	$0	$0	$0	$0	**$7,010,446**
9998 - Unidentified	$0	$0	$0	$2,778,654	$0	$0	$0	**$2,778,654**
2403 - State Park Grant	$2,294,000	$0	$0	$0	$0	$0	$0	**$2,294,000**
1001 - General Fund	$53,000	$33,800	$0	$0	$0	$0	$0	**$86,800**
Total	**$5,403,000**	**$1,497,305**	**$2,490,941**	**$2,778,654**	**$0**	**$0**	**$0**	**$12,169,900**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$1.22M**	**$1.22M**

Project Timeline

- **07/1/2025**
  Planning and design for Phase 1 began in Fiscal Year 2021-22 and construction was awarded and work began in spring 2024. Phase 1 construction is anticipated to be completed in late 2025.

Kolb Park Renovation

Overview

Project Number PK0224

Description

This project will provide for the planning, design, and construction to renovate the 4.86-acre Kolb Park. The planning phase of the project will evaluate and prioritize the improvements, focusing on the replacement of aging infrastructure and amenities. The improvements will be consistent with the Parks and Recreation Master Plan and may include the replacement of the play equipment, site furnishings, picnic areas, drinking fountains, tot lot fencing, parcourse equipment stations, signage, refresh the shade structure, relevel the existing paver and decomposed granite pathways, and refresh the landscaping. Staff will look for opportunities to incorporate Green Stormwater Infrastructure within the park as a part of the renovation.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$450K	**$0**	**$1.98M**	**$2.43M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$0	$0	$1,825,000	$0	$0	$0	$0	**$1,825,000**
9200 - Contract Services	$425,040	$0	$75,040	$0	$0	$0	$0	**$500,080**
9500 - Miscellaneous	$0	$0	$50,000	$0	$0	$0	$0	**$50,000**
9100 - Salaries & Benefits	$24,960	$0	$24,960	$0	$0	$0	$0	**$49,920**
Total	**$450,000**	**$0**	**$1,975,000**	**$0**	**$0**	**$0**	**$0**	**$2,425,000**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$450K	**$0**	**$1.98M**	**$2.43M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
1001 - General Fund	$450,000	$0	$1,975,000	$0	$0	$0	$0	**$2,425,000**
Total	**$450,000**	**$0**	**$1,975,000**	**$0**	**$0**	**$0**	**$0**	**$2,425,000**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **07/1/2025**
  The planning phase of the project will evaluate and prioritize the improvements, focusing on the replacement of aging infrastructure and amenities. and will begin in 2025.

Parks Playground Replacement

Overview

Project Number PK0124

Description

This project provides for the planning, design, and construction of the replacement of playground equipment at various parks. Based on the results of annual inspections and regular maintenance records, all City parks will be evaluated for the need to replace play equipment at the end of their useful life. The first phase will be at Emerald Glen Park (Near Splash Pad Ages 5-12) and Ted Fairfield Park (Ages 2-5 and 5-12).

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$1.11M	**$0**	**$0**	**$1.11M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$850,000	$0	$0	$0	$0	$0	$0	**$850,000**
9200 - Contract Services	$120,000	$0	$0	$0	$0	$0	$0	**$120,000**
9100 - Salaries & Benefits	$118,560	$0	$0	$0	$0	$0	$0	**$118,560**
9500 - Miscellaneous	$21,000	$0	$0	$0	$0	$0	$0	**$21,000**
Total	**$1,109,560**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,109,560**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$1.11M	**$0**	**$0**	**$1.11M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
1001 - General Fund	$1,109,560	$0	$0	$0	$0	$0	$0	**$1,109,560**
Total	**$1,109,560**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,109,560**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **07/1/2025**
  The planning will begin in 2025.

Persimmon Drive Pedestrian Path Rehabilitation

Overview

Project Number PK0123

Description

This project will provide for the removal and replacement of approximately 1,250 linear feet of asphalt pathway along Persimmon Drive between Gleason Drive and Central Parkway. The asphalt concrete surface has experienced distress due to soil expansion, the encroachment of tree roots, and some slope creep along the adjacent Tassajara Creek bank.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$195K	**$0**	**$0**	**$195K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$150,000	$0	$0	$0	$0	$0	$0	**$150,000**
9200 - Contract Services	$29,920	$0	$0	$0	$0	$0	$0	**$29,920**
9100 - Salaries & Benefits	$15,080	$0	$0	$0	$0	$0	$0	**$15,080**
Total	**$195,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$195,000**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$195K	**$0**	**$0**	**$195K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
2704 - Landscape District Santa Rita 1997-1	$195,000	$0	$0	$0	$0	$0	$0	**$195,000**
Total	**$195,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$195,000**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **07/1/2024**

  Design began in spring 2023 in conjunction with the Annual Street Resurfacing Project. The project is currently in design and construction is anticipated to begin in 2024.

- **07/1/2025**

  Construction of the asphalt pathway resurfacing along Persimmon Drive was completed in 2024. The project is currently in the closeout phase and is anticipated to be completed in 2025.

Restrooms Replacement

Overview

Project Number PK0321

Description

This project provides for the planning, design, and construction to replace the existing restrooms at Kolb Park, Alamo Creek Park and Mape Memorial Park. To bring the restrooms up to current accessibility standards and codes, the existing restroom buildings will be demolished and replaced with pre-engineered restroom buildings.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$1M	**$0**	**$475K**	**$1.48M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$807,000	$0	$400,000	$0	$0	$0	$0	**$1,207,000**
9200 - Contract Services	$152,000	$0	$57,000	$0	$0	$0	$0	**$209,000**
9100 - Salaries & Benefits	$33,380	$0	$16,620	$0	$0	$0	$0	**$50,000**
9500 - Miscellaneous	$7,620	$0	$1,380	$0	$0	$0	$0	**$9,000**
Total	**$1,000,000**	**$0**	**$475,000**	**$0**	**$0**	**$0**	**$0**	**$1,475,000**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$1M	**$0**	**$475K**	**$1.48M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
1001 - General Fund	$1,000,000	$0	$475,000	$0	$0	$0	$0	**$1,475,000**
Total	**$1,000,000**	**$0**	**$475,000**	**$0**	**$0**	**$0**	**$0**	**$1,475,000**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **07/1/2025**
  The project is currently in design and construction is anticipated to begin in 2026.

Sports Courts Resurfacing

Overview

Project Number PK0004

Description

This project will provide for the design and construction to resurface the tennis and basketball courts. Courts generally have a seven-to-ten-year useful life prior to needing to be resurfaced. The sports courts at Emerald Glen Park would be the first sites to be resurfaced followed by those at Fallon Sports Park.

Capital Cost

FY2025 Budget	Total Budget (all years)	Future	Project Total
$0	**$1.1M**	**$1M**	**$2.1M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$0	$0	$400,000	$0	$330,000	$0	$655,000	**$1,385,000**
9200 - Contract Services	$0	$0	$160,000	$0	$135,000	$0	$275,000	**$570,000**
9100 - Salaries & Benefits	$0	$0	$40,000	$0	$35,000	$0	$70,000	**$145,000**
Total	**$0**	**$0**	**$600,000**	**$0**	**$500,000**	**$0**	**$1,000,000**	**$2,100,000**

Funding Sources

FY2025 Budget	Total Budget (all years)	Future	Project Total
$0	**$1.1M**	**$1M**	**$2.1M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
6205 - Internal Service Fund - Facilities Replacement	$0	$0	$600,000	$0	$500,000	$0	$1,000,000	**$2,100,000**
Total	**$0**	**$0**	**$600,000**	**$0**	**$500,000**	**$0**	**$1,000,000**	**$2,100,000**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **07/1/2025**
  The project will start design in 2025.

Sunday School Barn Flooring

Overview

Project Number PK0125

Description

This project provides for the design and construction to renovate the existing wood floor inside the Sunday School Barn at Heritage Park. The original wood floors are not adequate for the types and frequency of use that the building is experiencing. The project is intended to preserve the look and historic fabric of the original wood that is believed to be from the late 1800's while ensuring the structural integrity and finish of the floor are adequate for the current and planned uses of the barn.

Capital Cost

FY2025 Budget
$125K

Total Budget (all years)
$385K

Project Total
$385K

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$0	$0	$200,000	$0	$0	$0	$0	**$200,000**
9200 - Contract Services	$0	$100,040	$25,040	$0	$0	$0	$0	**$125,080**
9100 - Salaries & Benefits	$0	$24,960	$24,960	$0	$0	$0	$0	**$49,920**
9500 - Miscellaneous	$0	$0	$10,000	$0	$0	$0	$0	**$10,000**
Total	**$0**	**$125,000**	**$260,000**	**$0**	**$0**	**$0**	**$0**	**$385,000**

Funding Sources

FY2025 Budget
$125K

Total Budget (all years)
$385K

Project Total
$385K

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
1001 - General Fund	$0	$125,000	$260,000	$0	$0	$0	$0	**$385,000**
Total	**$0**	**$125,000**	**$260,000**	**$0**	**$0**	**$0**	**$0**	**$385,000**

Operational Costs

FY2025 Budget
$0

Total Budget (all years)
$0

Project Total
$0

Project Timeline

- **07/1/2025**
  The design will start design in FY 2025-26.

Wallis Ranch Community Park

Overview

Project Number PK0421

Description

The Wallis Ranch Community Park consists of three separate parcels totaling 8.85 acres in the Wallis Ranch Development. The project will provide for the design and construction of a community park and will be designed to the Community Park Standards contained in the Parks and Recreation Master Plan. Park amenities include play areas, picnic facilities, turf area, lighted tennis, pickle ball, and basketball facilities, natural area, restrooms, pathways, lighting, dog park, and irrigation and landscaping.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$11.8M	**$0**	**$0**	**$11.8M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$9,224,172	$0	$0	$0	$0	$0	$0	**$9,224,172**
9200 - Contract Services	$1,356,421	$0	$0	$0	$0	$0	$0	**$1,356,421**
9500 - Miscellaneous	$987,205	$0	$0	$0	$0	$0	$0	**$987,205**
9100 - Salaries & Benefits	$192,202	$0	$0	$0	$0	$0	$0	**$192,202**
Total	**$11,760,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$11,760,000**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$11.8M	**$0**	**$0**	**$11.8M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
4100 - Public Facility Fees	$11,760,000	$0	$0	$0	$0	$0	$0	**$11,760,000**
1001 - General Fund	$0	$0	$0	$0	$0	$0	$0	**$0**
Total	**$11,760,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$11,760,000**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$1.05M**	**$1.05M**

Project Timeline

- **07/1/2025**
  Design started in spring 2021 and construction began in October 2023. The project is currently under construction and is anticipated to open in 2025.

Public Art

FY25 - FY29 Public Art Projects (including Historical, Future)

Summary of Requests

Project No. / Category		Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
PA0121	Camp Parks Sign	$500,450	$280,000	$0	$0	$0	$0	$0	**$780,450**
PA0123	Downtown Dublin	$650,000	$300,000	$300,000	$250,000	$0	$0	$0	**$1,500,000**
PA0125	Outdoor Murals	$0	$200,000	$0	$0	$0	$0	$0	**$200,000**
Total Summary of Requests		**$1,150,450**	**$780,000**	**$300,000**	**$250,000**	**$0**	**$0**	**$0**	**$2,480,450**

Camp Parks Sign

Overview

Project Number PA0121

Description

This project includes the restoration and relocation of the historic Camp Parks entrance sign from its current location at approximately 201 Dougherty Road to the new entrance at Camp Parks Boulevard and Dougherty Road. The original sign was designed by artist/architect Bruce Goff in the 1940s and is eligible for the National Register. Rehabilitation will be in accordance with standards and guidelines per the U.S. Department of the Interior National Park Service.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$500K	**$280K**	**$280K**	**$780K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Repairs/Improvements	$300,000	$280,000	$0	$0	$0	$0	$0	**$580,000**
9200 - Contract Services - Engineering/Architecture	$165,000	$0	$0	$0	$0	$0	$0	**$165,000**
9100 - Salaries & Benefits - Planning	$25,450	$0	$0	$0	$0	$0	$0	**$25,450**
9500 - Miscellaneous	$10,000	$0	$0	$0	$0	$0	$0	**$10,000**
Total	**$500,450**	**$280,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$780,450**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$500K	**$280K**	**$280K**	**$780K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
2801 - Public Art Fund	$500,450	$280,000	$0	$0	$0	$0	$0	**$780,450**
Total	**$500,450**	**$280,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$780,450**

Operational Costs

FY2025 Budget
$0

Total Budget (all years)
$0

Project Total
$0

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
General Maintenance	$0	$0	$0	$0	$0	$0	$0	$0
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Timeline

- **07/1/2025**
  The design process began in winter 2022. The project is currently in construction and is anticipated to be completed by the end of 2025.

Downtown Dublin

Overview

Project Number PA0123

Description

This project provides for public art commissions in Downtown Dublin. The project includes a comprehensive review of existing Downtown Dublin planning documents and the Public Art Master Plan, as well as the development of a guide for public art in the Downtown.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$650K	**$300K**	**$850K**	**$1.5M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Repairs/Improvements	$300,000	$300,000	$300,000	$250,000	$0	$0	$0	**$1,150,000**
9500 - Miscellaneous	$250,000	$0	$0	$0	$0	$0	$0	**$250,000**
9200 - Contract Services - Engineering/Architecture	$75,040	$0	$0	$0	$0	$0	$0	**$75,040**
9100 - Salaries & Benefits - Planning	$24,960	$0	$0	$0	$0	$0	$0	**$24,960**
Total	**$650,000**	**$300,000**	**$300,000**	**$250,000**	**$0**	**$0**	**$0**	**$1,500,000**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$650K	**$300K**	**$850K**	**$1.5M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
2801 - Public Art Fund	$650,000	$300,000	$300,000	$250,000	$0	$0	$0	**$1,500,000**
Total	**$650,000**	**$300,000**	**$300,000**	**$250,000**	**$0**	**$0**	**$0**	**$1,500,000**

Operational Costs

FY2025 Budget
$0

Total Budget (all years)
$5K

Project Total
$5K

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
General Maintenance	$0	$0	$0	$5,000	$0	$0	$0	**$5,000**
Total	**$0**	**$0**	**$0**	**$5,000**	**$0**	**$0**	**$0**	**$5,000**

Project Timeline

- **07/1/2025**
  The planning phase began in 2025.

Outdoor Murals

Overview

Project Number PA0125

Description

This project will include painting of Public Art Murals at sites including, but not limited to generator enclosures at Civic Center, Library, Don Biddle Community Park and the Dublin Arts Center, as well as, utility enclosures, and others. The exact locations are not yet determined, and any project sites would be subject to review by the Heritage and Cultural Arts Commission and approval by the City Council.

Capital Cost

FY2025 Budget
$200K

Total Budget (all years)
$200K

Project Total
$200K

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Repairs/Improvements	$0	$150,000	$0	$0	$0	$0	$0	**$150,000**
9500 - Miscellaneous	$0	$35,000	$0	$0	$0	$0	$0	**$35,000**
9100 - Salaries & Benefits - Planning	$0	$15,000	$0	$0	$0	$0	$0	**$15,000**
Total	**$0**	**$200,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$200,000**

Funding Sources

FY2025 Budget
$200K

Total Budget (all years)
$200K

Project Total
$200K

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
2801 - Public Art Fund	$0	$200,000	$0	$0	$0	$0	$0	**$200,000**
Total	**$0**	**$200,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$200,000**

Operational Costs

FY2025 Budget
$1K

Total Budget (all years)
$1K

Project Total
$1K

Detailed Breakdown

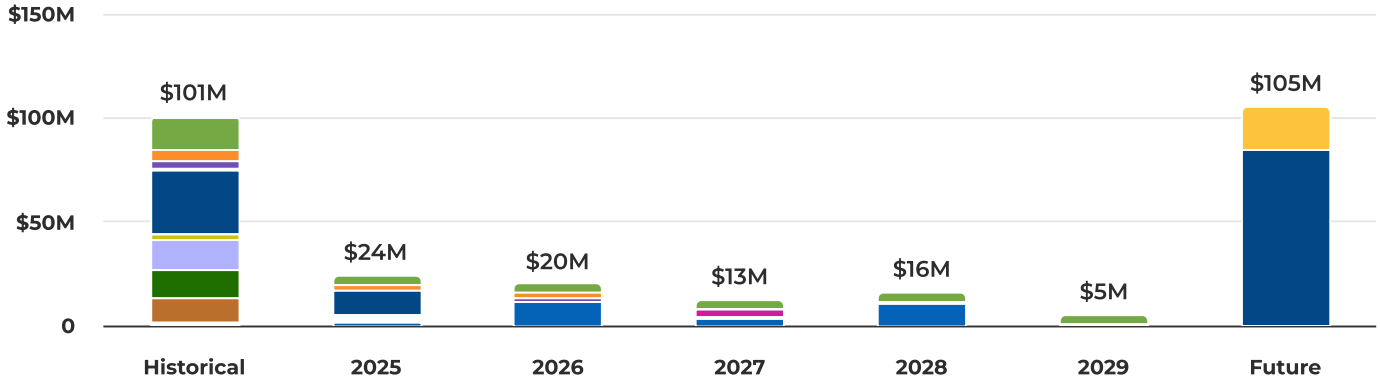
Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
General Maintenance	$0	$1,000	$0	$0	$0	$0	$0	**$1,000**
Total	**$0**	**$1,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,000**

Project Timeline

- **07/1/2025**
  This project is currently in the planning stages with a future mural on the generator enclosure adjacent to the Dublin Public Library. Artist and artwork selection is anticipated to be completed by the end of 2025 with mural installation in 2026.

Streets

FY25 - FY29 Streets Projects (including Historical, Future)



Amador Plaza Road Bicycle and Pedestrian Improvements	$1,413,649	0.50%
Annual Street Resurfacing	$38,133,862	13.39%
Citywide Bicycle and Pedestrian Improvements	$11,986,045	4.21%
Citywide Signal Communications Upgrade	$6,939,427	2.44%
Downtown Dublin Street Grid Network	$21,428,020	7.53%
Dublin Boulevard Extension - Fallon Road to North Canyons Parkway	$126,414,018	44.40%
Dublin Ranch Streetlight Improvements	$276,741	0.10%
Golden Gate Drive Intersection Improvements - Dublin Blvd and St. Patrick Way	$4,451,640	1.56%
Green Stormwater Infrastructure	$4,159,063	1.46%
Iron Horse Trail Bridge at Dublin Boulevard	$14,054,439	4.94%
San Ramon Road Trail Lighting	$173,461	0.06%
Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School	$15,000,000	5.27%
Tassajara Road Realignment and Widening - Fallon Road to North City Limit	$12,777,416	4.49%
Traffic Signal and Roadway Safety Improvements	$170,000	0.06%
Traffic Signal Re-Lamping	$647,080	0.23%
Village Parkway Reconstruction	$26,700,000	9.38%

Summary of Requests

Project No. / Category		Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
ST0815	Amador Plaza Road Bicycle and Pedestrian Improvements	$1,413,649	$0	$0	$0	$0	$0	$0	**$1,413,649**
ST0117	Annual Street Resurfacing	$15,530,538	$4,603,324	$4,500,000	$4,500,000	$4,500,000	$4,500,000	$0	**$38,133,862**
ST0517	Citywide Bicycle and Pedestrian Improvements	$4,655,372	$2,474,673	$2,606,000	$750,000	$750,000	$750,000	$0	**$11,986,045**
ST0713	Citywide Signal Communications Upgrade	$4,260,387	$825,040	$1,854,000	$0	$0	$0	$0	**$6,939,427**
ST0221	Downtown Dublin Street Grid Network	$219,030	$8,990	$0	$0	$0	$0	$21,200,000	**$21,428,020**
ST0216	Dublin Boulevard Extension - Fallon Road to North Canyons Parkway	$30,741,712	$11,450,000	$0	$0	$0	$0	$84,222,306	**$126,414,018**
ST0417	Dublin Ranch Streetlight Improvements	$66,741	$42,000	$42,000	$42,000	$42,000	$42,000	$0	**$276,741**
ST0423	Golden Gate Drive Intersection Improvements - Dublin Blvd and St. Patrick Way	$135,320	$816,320	$0	$3,500,000	$0	$0	$0	**$4,451,640**
ST0121	Green Stormwater Infrastructure	$3,289,063	$420,000	$0	$450,000	$0	$0	$0	**$4,159,063**
ST0118	Iron Horse Trail Bridge at Dublin Boulevard	$14,004,439	$50,000	$0	$0	$0	$0	$0	**$14,054,439**
ST0514	San Ramon Road Trail Lighting	$173,461	$0	$0	$0	$0	$0	$0	**$173,461**
ST0119	Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School	$13,500,000	$1,500,000	$0	$0	$0	$0	$0	**$15,000,000**

Project No. / Category		Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
ST0116	Tassajara Road Realignment and Widening - Fallon Road to North City Limit	$11,777,416	$1,000,000	$0	$0	$0	$0	$0	**$12,777,416**
ST0123	Traffic Signal and Roadway Safety Improvements	$170,000	$0	$0	$0	$0	$0	$0	**$170,000**
ST0223	Traffic Signal Re-Lamping	$512,080	$0	$135,000	$0	$0	$0	$0	**$647,080**
ST0323	Village Parkway Reconstruction	$550,000	$1,050,000	$11,150,000	$3,300,000	$10,650,000	$0	$0	**$26,700,000**
Total Summary of Requests		**$100,999,208**	**$24,240,347**	**$20,287,000**	**$12,542,000**	**$15,942,000**	**$5,292,000**	**$105,422,306**	**$284,724,861**

Amador Plaza Road Bicycle and Pedestrian Improvements

Overview

Project Number ST0815

Description

This two-phase project provides for the design and construction of pedestrian, bicycle, and vehicular improvements along Amador Plaza Road between Dublin Boulevard and Amador Valley Boulevard. The first phase included the installation of two mid-block crosswalks with pedestrian warning lights and construction of a raised concrete median at the southern Safeway/Dublin Place driveway. The second phase will include construction of an exclusive southbound right turn lane on Amador Plaza Road at Dublin Boulevard.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$1.41M	**$0**	**$0**	**$1.41M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$1,035,862	$0	$0	$0	$0	$0	$0	**$1,035,862**
9200 - Contract Services	$228,371	$0	$0	$0	$0	$0	$0	**$228,371**
9300 - Land/Right-of-way	$126,000	$0	$0	$0	$0	$0	$0	**$126,000**
9100 - Salaries & Benefits	$19,416	$0	$0	$0	$0	$0	$0	**$19,416**
9500 - Miscellaneous	$4,000	$0	$0	$0	$0	$0	$0	**$4,000**
Total	**$1,413,649**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,413,649**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$1.41M	**$0**	**$0**	**$1.41M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
4304 - Western Dublin Transportation Impact Fee	$1,413,649	$0	$0	$0	$0	$0	$0	**$1,413,649**
Total	**$1,413,649**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,413,649**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$5K**	**$5K**

Project Timeline

- **12/30/2016**
  The City Council accepted the Phase 1 improvement in December 2016.
- **06/15/2018**
  Phase 2 design began in mid-2018 and construction will occur following acquisition of the right-of-way for these improvements at the former Coco's site. This project is currently on hold, pending acquisition of the right-of-way for these improvements.

Annual Street Resurfacing

Overview

Project Number ST0117

Description

This project provides for the design and construction of a variety of pavement resurfacing treatments, from slurry seal to major rehabilitation and reconstruction of streets and resurfacing of bridge decks. The project also includes installation of new or upgrades of existing ADA curb ramps on roads that are reconstructed or receive an asphalt concrete overlay. Streets are selected for improvements based on the City's Pavement Management System to optimize the pavement condition in relation to the available budget. The City owns and maintains approximately 148 centerline miles of streets.

The Metropolitan Transportation Commission groups Pavement Condition Index (PCI) ratings into the following categories: 80-100 Very Good-Excellent, 70-79 Good, 60-69 Fair, 50-59 At Risk, 25-49 Poor, and 0-24 Failed. The City of Dublin is rated very good with a three-year moving average PCI of 79.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$15.5M	**$4.6M**	**$22.6M**	**$38.1M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$12,737,648	$3,653,324	$3,550,000	$3,550,000	$3,550,000	$3,550,000	$0	**$30,590,972**
9200 - Contract Services	$2,509,344	$775,000	$775,000	$775,000	$775,000	$775,000	$0	**$6,384,344**
9100 - Salaries & Benefits	$227,235	$167,500	$167,500	$167,500	$167,500	$167,500	$0	**$1,064,735**
9500 - Miscellaneous	$56,311	$7,500	$7,500	$7,500	$7,500	$7,500	$0	**$93,811**
Total	**$15,530,538**	**$4,603,324**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$0**	**$38,133,862**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$15.5M	**$4.6M**	**$22.6M**	**$38.1M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
2220 - Road Maint. & Rehab Account (RMRA)	$4,263,599	$2,350,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$0	**$14,613,599**
1001 - General Fund	$467,999	$1,250,000	$2,086,900	$1,750,000	$1,850,000	$1,850,000	$0	**$9,254,899**
2201 - State Gas Tax	$5,289,941	$700,000	$413,100	$750,000	$650,000	$650,000	$0	**$8,453,041**
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$2,831,020	$200,000	$0	$0	$0	$0	$0	**$3,031,020**
2204 - Measure B Sales Tax - Local Streets Fund (Alameda CTC)	$1,784,999	$0	$0	$0	$0	$0	$0	**$1,784,999**
2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	$304,500	$0	$0	$0	$0	$0	$0	**$304,500**
2205 - Measure B Sales Tax - Bike & Ped. Fund (Alameda CTC)	$300,000	$0	$0	$0	$0	$0	$0	**$300,000**
2304 - Local Recycling Programs	$160,000	$0	$0	$0	$0	$0	$0	**$160,000**
9997 - Other	$0	$103,324	$0	$0	$0	$0	$0	**$103,324**
2216 - Measure B Grants	$82,500	$0	$0	$0	$0	$0	$0	**$82,500**
4309 - Mitigation Contributions	$45,980	$0	$0	$0	$0	$0	$0	**$45,980**
Total	**$15,530,538**	**$4,603,324**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$0**	**$38,133,862**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **04/1/2025**

  The City was awarded grant funding from the Department of Resources Recycling and Recovery (CalRecycle) Rubberized Pavement Grant Program in the amount of $103,324 and will be used for a rubberized cape seal treatment that will be constructed in 2026.

- **07/1/2025**

  Construction of the 2024 Overlay, and 2024 Cape Seal projects are complete. Construction began in May 2025 for the 2025 Slurry Seal project. Design is currently underway for the 2026 Street Resurfacing

project and the preliminary engineering began for the 2027 Street Resurfacing project. Improvements are typically constructed each year between spring and fall.

Citywide Bicycle and Pedestrian Improvements

Overview

Project Number ST0517

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 Americans 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.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$4.66M	**$2.47M**	**$7.33M**	**$12M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$3,173,298	$1,861,445	$2,381,000	$525,000	$525,000	$525,000	$0	**$8,990,743**
9200 - Contract Services	$1,314,668	$555,000	$200,000	$200,000	$200,000	$200,000	$0	**$2,669,668**
9100 - Salaries & Benefits	$127,372	$50,728	$20,000	$20,000	$20,000	$20,000	$0	**$258,100**
9500 - Miscellaneous	$40,034	$7,500	$5,000	$5,000	$5,000	$5,000	$0	**$67,534**
Total	**$4,655,372**	**$2,474,673**	**$2,606,000**	**$750,000**	**$750,000**	**$750,000**	**$0**	**$11,986,045**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$4.66M	**$2.47M**	**$7.33M**	**$12M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$1,471,600	$630,000	$250,000	$250,000	$250,000	$250,000	$0	**$3,101,600**
2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	$601,872	$698,228	$250,000	$250,000	$250,000	$250,000	$0	**$2,300,100**
2220 - Road Maint. & Rehab Account (RMRA)	$0	$355,000	$250,000	$250,000	$250,000	$250,000	$0	**$1,355,000**
2217 - Measure BB Grants	$135,000	$0	$1,053,000	$0	$0	$0	$0	**$1,188,000**
1001 - General Fund	$858,000	$105,000	$0	$0	$0	$0	$0	**$963,000**
2924 - VRF (ACTC) Grants	$0	$0	$803,000	$0	$0	$0	$0	**$803,000**
2212 - Vehicle Registration Fee (Alameda CTC)	$726,000	$0	$0	$0	$0	$0	$0	**$726,000**
2204 - Measure B Sales Tax - Local Streets Fund (Alameda CTC)	$510,000	$0	$0	$0	$0	$0	$0	**$510,000**
2203 - Transportation Development Act	$210,000	$286,445	$0	$0	$0	$0	$0	**$496,445**
2923 - Alameda County Grant	$0	$400,000	$0	$0	$0	$0	$0	**$400,000**
2205 - Measure B Sales Tax - Bike & Ped. Fund (Alameda CTC)	$142,900	$0	$0	$0	$0	$0	$0	**$142,900**
Total	**$4,655,372**	**$2,474,673**	**$2,606,000**	**$750,000**	**$750,000**	**$750,000**	**$0**	**$11,986,045**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$12K	**$12K**	**$12K**

Project Timeline

- **01/10/2023**

  Adopted updated Bicycle and Pedestrian Plan.

- **07/1/2024**

  In July 2024, the City was awarded $400,000 in funding from Alameda County Health Services Department through the Enhancing Vision 2026 (EV2026) Fund and will be used for the Regional Street Mid-block Crossing project.

- **09/25/2024**

On September 25, 2024, Staff was notified that the City was awarded $286,445 in Transportation Development Act (TDA) funding after approval by the Metropolitan Transportation Commission (MTC) in March 2025, which will be used for pedestrian and trail improvements along Amador Valley Boulevard and at the Iron Horse Regional Trail crossing.

- **05/22/2025**

  On May 22, 2025 Alameda CTC awarded grant funding in the amount of $1,053,000 in Measure BB funds and $803,000 in VRF funds for San Ramon Road and Amador Valley Boulevard intersection improvements, which will be allocated in Fiscal Year 2025-26.

- **07/1/2025**

  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 be completed late 2025. The Downtown Dublin pedestrian crossing improvements on Regional Street is anticipated to begin construction in summer 2025. The ADA Transition Plan update, funded by the General Fund, is anticipated to be completed in 2026.

Citywide Signal Communications Upgrade

Overview

Project Number ST0713

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.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$4.26M	**$825K**	**$2.68M**	**$6.94M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$2,897,725	$540,000	$1,854,000	$0	$0	$0	$0	**$5,291,725**
9200 - Contract Services	$1,220,200	$225,000	$0	$0	$0	$0	$0	**$1,445,200**
9100 - Salaries & Benefits	$132,442	$55,040	$0	$0	$0	$0	$0	**$187,482**
9500 - Miscellaneous	$4,900	$5,000	$0	$0	$0	$0	$0	**$9,900**
9600 - Equipment	$5,120	$0	$0	$0	$0	$0	$0	**$5,120**
Total	**$4,260,387**	**$825,040**	**$1,854,000**	**$0**	**$0**	**$0**	**$0**	**$6,939,427**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$4.26M	**$825K**	**$2.68M**	**$6.94M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
2212 - Vehicle Registration Fee (Alameda CTC)	$752,356	$35,040	$1,854,000	$0	$0	$0	$0	**$2,641,396**
1101 - General Fund Designated Reserve	$1,420,149	$0	$0	$0	$0	$0	$0	**$1,420,149**
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$400,000	$750,000	$0	$0	$0	$0	$0	**$1,150,000**
2220 - Road Maint. & Rehab Account (RMRA)	$654,320	$40,000	$0	$0	$0	$0	$0	**$694,320**
2204 - Measure B Sales Tax - Local Streets Fund (Alameda CTC)	$248,640	$0	$0	$0	$0	$0	$0	**$248,640**
4300 - Eastern Dublin Transportation Impact Fee	$200,000	$0	$0	$0	$0	$0	$0	**$200,000**
4304 - Western Dublin Transportation Impact Fee	$199,000	$0	$0	$0	$0	$0	$0	**$199,000**
6305 - Internal Service Fund - Equipment Replacement	$122,300	$0	$0	$0	$0	$0	$0	**$122,300**
2201 - State Gas Tax	$104,000	$0	$0	$0	$0	$0	$0	**$104,000**
1001 - General Fund	$79,851	$0	$0	$0	$0	$0	$0	**$79,851**
2207 - Transportation for Clean Air	$79,771	$0	$0	$0	$0	$0	$0	**$79,771**
Total	**$4,260,387**	**$825,040**	**$1,854,000**	**$0**	**$0**	**$0**	**$0**	**$6,939,427**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$10K	**$10K**	**$10K**

Project Timeline

- **06/30/2020**

  Updated Travel Demand Model to provide traffic flow projections on arterial and collector roadways, analyzed future land use and transportation network changes.

- **04/30/2021**

  The update to the City's Travel Demand Forecasting Model to provide traffic flow projections on the arterial and collector roadways, as well as analyze future land use development proposals and transportation network changes is complete. The City Council adopted a Resolution establishing CEQA transportation thresholds of significance for Vehicle Miles Traveled (VMT).

- **06/30/2021**

  In FY 2019-20 and 2020-21, expanded traffic communications network, connected traffic signals on Dublin Boulevard, San Ramon Road, Fallon Road, Tassajara Road.

- **07/1/2025**

  The installation of a conduit pathway between Civic Center and San Ramon Road to accommodate the future fiber optic upgrade to city infrastructure is complete. On May 22, 2025, Alameda CTC awarded funding of $1,854,000 in VRF grant funding for the fiber optic cable installation on Dublin Boulevard. Design will begin in FY 2025-26. This project is being completed over multiple years and phases. The installation of fiber optic cables on Dublin Boulevard between San Ramon Road and Tassajara Road is currently in design, with construction anticipated to begin in summer 2026.

Downtown Dublin Street Grid Network

Overview

Project Number ST0221

Description

This project provides for the planning of a new Street Grid Network, in accordance with the main principles of the Downtown Dublin Preferred Vision, which was approved by the City Council on November 5, 2019. The Street Grid Network will introduce new streets that will break down the large block format into smaller, walkable-sized blocks between 350 to 450 feet per side. The proposed extension of Golden Gate Drive north from Dublin Boulevard up to Amador Valley Boulevard will become a new main street with the classic Downtown street grid network within street rights-of-way varying between 60 and 90 feet wide. Street infrastructure may include storm drainage, sewer, water, recycled water, communications, gas, and electric utilities, as well as landscaping and irrigation. Street rights-of-way are anticipated to be dedicated by developers. Potential other future funding sources are development impact fees, community facilities district financing, or other assessment district funding.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Future	Project Total (to date)
$219K	**$8.99K**	**$8.99K**	**$21.2M**	**$21.4M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$0	$0	$0	$0	$0	$0	$20,000,000	**$20,000,000**
9200 - Contract Services	$150,000	$0	$0	$0	$0	$0	$1,000,000	**$1,150,000**
9100 - Salaries & Benefits	$69,030	$8,990	$0	$0	$0	$0	$200,000	**$278,020**
Total	**$219,030**	**$8,990**	**$0**	**$0**	**$0**	**$0**	**$21,200,000**	**$21,428,020**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Future	Project Total (to date)
$219K	**$8.99K**	**$8.99K**	**$21.2M**	**$21.4M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9998 - Unidentified	$0	$0	$0	$0	$0	$0	$21,200,000	**$21,200,000**
1001 - General Fund	$219,030	$8,990	$0	$0	$0	$0	$0	**$228,020**
Total	**$219,030**	**$8,990**	**$0**	**$0**	**$0**	**$0**	**$21,200,000**	**$21,428,020**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$15K	**$15K**	**$15K**

Project Timeline

- **11/5/2019**
  Downtown Dublin Preferred Vision approved.
- **01/1/2020**
  The planning phase began in 2020 with the update of the existing City Travel Demand Forecasting Model to provide traffic flow projections on the new roadways, analyze future land use development proposals, and transportation network changes in the Downtown.
- **07/1/2025**
  The project will be planned in conjunction with the review of the developer's application.

Dublin Boulevard Extension - Fallon Road to North Canyons Parkway

Overview

Project Number ST0216

Description

This project provides for the environmental review, preliminary engineering, design and construction of the 1.5-mile extension of Dublin Boulevard from Fallon Road to North Canyons Parkway in Livermore. The extension is planned to have four to six travel lanes, bike lanes, a Class 1 bike/multi-use path, sidewalk, curb and gutter, traffic signals, street lighting, landscaped medians, bus stops, and utilities. The preliminary engineering and Environmental Impact Report (EIR) cost allocation between the City of Dublin and City of Livermore is governed by a Memorandum of Understanding approved by the City Council on April 19, 2016. Alameda CTC has assumed the role of implementing agency for the final design phase of the project working in cooperation with the cities of Dublin and Livermore.

The preliminary engineering level cost estimate for this project is currently at $153.6 million, which includes all project mitigation costs and indirect impacts mitigation and is anticipated to be divided among the City of Dublin and the City of Livermore based on street length in each jurisdiction. It is expected that the City of Dublin share will be approximately $126.1 million, and the City of Livermore share will be $27.5 million. The unincorporated Alameda County's costs will be shared between the City of Dublin and City of Livermore with the final cost allocation to each jurisdiction to be defined by a Cooperative Agreement. The $11.2 million identified as Tri-Valley Transportation Council Grant is an approximate amount, which will be adjusted when the funding agreement is approved.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Future	Project Total (to date)
$30.7M	**$11.5M**	**$11.5M**	**$84.2M**	**$126M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$0	$0	$0	$0	$0	$0	$74,472,415	**$74,472,415**
9200 - Contract Services	$17,051,105	$250,000	$0	$0	$0	$0	$9,549,891	**$26,850,996**
9300 - Land/Right-of-way	$13,324,879	$11,200,000	$0	$0	$0	$0	$0	**$24,524,879**
9100 - Salaries & Benefits	$361,262	$0	$0	$0	$0	$0	$200,000	**$561,262**
9500 - Miscellaneous	$4,466	$0	$0	$0	$0	$0	$0	**$4,466**
Total	**$30,741,712**	**$11,450,000**	**$0**	**$0**	**$0**	**$0**	**$84,222,306**	**$126,414,018**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Future	Project Total (to date)
$30.7M	**$11.5M**	**$11.5M**	**$84.2M**	**$126M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9998 - Unidentified	$0	$0	$0	$0	$0	$0	$84,222,306	**$84,222,306**
1101 - General Fund Designated Reserve	$20,000,000	$250,000	$0	$0	$0	$0	$0	**$20,250,000**
2922 - Tri-Valley Transportation Council Grants	$0	$11,200,000	$0	$0	$0	$0	$0	**$11,200,000**
1001 - General Fund	$7,290,382	$0	$0	$0	$0	$0	$0	**$7,290,382**
4302 - Eastern Dublin Transportation Impact Fee	$1,737,585	$0	$0	$0	$0	$0	$0	**$1,737,585**
4301 - Eastern Dublin Transportation Impact Fee	$1,033,916	$0	$0	$0	$0	$0	$0	**$1,033,916**
2217 - Measure BB Grants	$439,824	$0	$0	$0	$0	$0	$0	**$439,824**
2220 - Road Maint. & Rehab Account (RMRA)	$240,005	$0	$0	$0	$0	$0	$0	**$240,005**
Total	**$30,741,712**	**$11,450,000**	**$0**	**$0**	**$0**	**$0**	**$84,222,306**	**$126,414,018**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$145K**	**$145K**

Project Timeline

- **04/19/2016**
  MOU between City of Dublin and City of Livermore approved for preliminary engineering and environmental impact report phase.
- **08/20/2019**
  EIR Certified, General Plan and Eastern Dublin Specific Plan amended.
- **09/3/2019**
  Right-of-way established. Ordinance effective 30 days thereafter.
- **05/19/2020**
  Cooperative Agreement with City of Dublin, City of Livermore, and Alameda CTC approved for the design phase.
- **02/1/2021**
  NEPA completed.

- **02/7/2023**

  Approved agreement with RES Environmental Operating Company, LLC for environmental mitigation services.

- **07/1/2025**

  The project is currently in the design phase with 95% design completion anticipated in fall 2025.

Dublin Ranch Streetlight Improvements

Overview

Project Number ST0417

Description

This project provides for the design and repainting of decorative streetlight poles. Repainting of the streetlight poles protects the integrity of the poles and improves aesthetics in the surrounding neighborhood. This project is funded by revenue collected through the Streetlight District assessments.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$66.7K	**$42K**	**$210K**	**$277K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9200 - Contract Services	$42,386	$34,820	$34,820	$34,820	$34,820	$34,820	$0	**$216,486**
9100 - Salaries & Benefits	$20,295	$6,760	$6,760	$6,760	$6,760	$6,760	$0	**$54,095**
9500 - Miscellaneous	$4,060	$420	$420	$420	$420	$420	$0	**$6,160**
Total	**$66,741**	**$42,000**	**$42,000**	**$42,000**	**$42,000**	**$42,000**	**$0**	**$276,741**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$66.7K	**$42K**	**$210K**	**$277K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
2705 - Street Light District East Dublin 1999-1	$66,741	$42,000	$42,000	$42,000	$42,000	$42,000	$0	**$276,741**
Total	**$66,741**	**$42,000**	**$42,000**	**$42,000**	**$42,000**	**$42,000**	**$0**	**$276,741**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **07/1/2025**
  The conversion of 1,626 existing streetlights into energy efficient LED in the Dublin Ranch Street Light Assessment District (1999-1) was completed with the Citywide Energy Improvements Project, CIP No. GI0121. Painting of streetlight poles is anticipated to begin in 2026.

Golden Gate Drive Intersection Improvements - Dublin Blvd and St. Patrick Way

Overview

Project Number ST0423

Description

This project provides for the design and construction of improvements at the intersections of Dublin Boulevard at Golden Gate Drive and St. Patrick Way at Golden Gate Drive. This is a Western Dublin Transportation Impact Fee Program project designed to relieve congestion, reduce greenhouse gases, and is an Active Transportation Solution. The project is identified in the Downtown Dublin Specific Plan and the Bicycle and Pedestrian Plan. The improvements may include a new traffic signal at the intersection of St. Patrick Way and Golden Gate Drive; traffic signal modifications at the intersection of Dublin Boulevard at Golden Gate Drive; conversion of signal interconnection from copper to fiber optic; signage, striping and markings; necessary green stormwater infrastructure; and utility, pavement, curb, gutter, ADA curb ramps, and sidewalk modifications or adjustments. The project will also consider improvements at the BART driveway south of the Enea property. Staff will continue to seek funding opportunities.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$135K	**$816K**	**$4.32M**	**$4.45M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$0	$609,000	$0	$2,600,000	$0	$0	$0	**$3,209,000**
9200 - Contract Services	$101,000	$199,000	$0	$750,000	$0	$0	$0	**$1,050,000**
9100 - Salaries & Benefits	$34,320	$8,320	$0	$150,000	$0	$0	$0	**$192,640**
Total	**$135,320**	**$816,320**	**$0**	**$3,500,000**	**$0**	**$0**	**$0**	**$4,451,640**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$135K	**$816K**	**$4.32M**	**$4.45M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9998 - Unidentified	$0	$0	$0	$2,500,000	$0	$0	$0	**$2,500,000**
4304 - Western Dublin Transportation Impact Fee	$135,320	$816,320	$0	$0	$0	$0	$0	**$951,640**
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$0	$0	$0	$600,000	$0	$0	$0	**$600,000**
2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	$0	$0	$0	$400,000	$0	$0	$0	**$400,000**
Total	**$135,320**	**$816,320**	**$0**	**$3,500,000**	**$0**	**$0**	**$0**	**$4,451,640**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$4K	**$4K**	**$4K**

Project Timeline

- **07/1/2025**
  The project is currently in the preliminary design and planning phase.

Green Stormwater Infrastructure

Overview

Project Number ST0121

Description

This project provides for the planning, design, and construction of various citywide projects that will improve water quality and provide other environmental benefits in accordance with the Green Stormwater Infrastructure (GSI) Plan. The GSI Plan and associated projects and trash load reduction requirements are mandated by the Municipal Regional Stormwater Permit (MRP). Projects include stormwater full trash capture device installation throughout the City, and construction of GSI along the Iron Horse Regional Trail corridor, south of Amador Valley Boulevard. The City and Alameda CTC entered into Cooperative Agreements on February 7, 2023 and April 16, 2024 to partner on the design, environmental permitting, and construction phases for a bio-retention and hydromodification management facility along the Iron Horse Regional Trail corridor, south of Amador Valley Boulevard, that satisfies a portion of the City's GSI requirement and Alameda CTC's project, SR84 Expressway Widening and SR84/I-680 Interchange Improvements. Construction is anticipated to be complete in summer 2025. Alameda CTC's share of the costs is 75% of the total, which will be reimbursed to the City after expenditure. Both agencies will enter into a subsequent agreement for the maintenance phase. The "Other County Reimbursement" funding is from Alameda CTC.

The design of the Citywide Trash Capture Devices phase of the project is completed and is anticipated to begin construction in summer 2025.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$3.29M	**$420K**	**$870K**	**$4.16M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$2,333,670	$275,000	$0	$300,000	$0	$0	$0	**$2,908,670**
9200 - Contract Services	$847,053	$115,000	$0	$120,000	$0	$0	$0	**$1,082,053**
9100 - Salaries & Benefits	$96,340	$30,000	$0	$30,000	$0	$0	$0	**$156,340**
9500 - Miscellaneous	$12,000	$0	$0	$0	$0	$0	$0	**$12,000**
Total	**$3,289,063**	**$420,000**	**$0**	**$450,000**	**$0**	**$0**	**$0**	**$4,159,063**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$3.29M	**$420K**	**$870K**	**$4.16M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9901 - Other County Reimbursement	$2,335,687	$0	$0	$0	$0	$0	$0	**$2,335,687**
1101 - General Fund Designated Reserve	$953,376	$420,000	$0	$450,000	$0	$0	$0	**$1,823,376**
Total	**$3,289,063**	**$420,000**	**$0**	**$450,000**	**$0**	**$0**	**$0**	**$4,159,063**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$7.5K**	**$7.5K**

Project Timeline

- **06/18/2019**
  Green Stormwater Infrastructure Plan approved.
- **07/1/2021**
  Planning phase began.
- **02/7/2023**
  Cooperative Agreement with Alameda CTC approved for the design and environmental permitting phase.
- **04/16/2024**
  Cooperative Agreement with Alameda CTC approved for the construction phase.
- **07/1/2025**
  Planning for trash capture device installation began in Fiscal Year 2021-22. Staff have identified approximately 80 locations for potential device installation anticipated in summer 2025. Construction of GSI along the Iron Horse Regional Trail corridor began in summer 2024 and is anticipated to be completed in summer 2025.

Iron Horse Trail Bridge at Dublin Boulevard

Overview

Project Number ST0118

Description

This project provides for the planning, design, and construction of the Iron Horse Trail bridge for bicycles and pedestrians over Dublin Boulevard. The project will construct a 230-foot clear span truss arch bridge consistent with the Iron Horse Trail Feasibility Study and preliminary bridge design, approved by the City Council on November 7, 2017. The bridge will provide safer and easier trail access, including access to and from the Dublin-Pleasanton BART station. The Alameda CTC approved an allocation of $1,294,000 of Measure BB discretionary funds in Fiscal Year 2017-18 for the bridge design and environmental clearance. On June 17, 2019, Alameda CTC approved additional funding in the amount of $4,751,000 of Measure BB and $856,419 of Transportation for Clean Air funds for the construction phase of the project. The project will also receive funding of $1,000,000 for construction from a Developer contribution from the Boulevard Project. In fall of 2020, BART approved $1,500,000 of Measure RR Safe Routes to BART Grant for the construction phase of the project along with $600,000 of Tri-Valley
Transportation Council Grants.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$14M	**$50K**	**$50K**	**$14.1M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$11,416,979	$0	$0	$0	$0	$0	$0	**$11,416,979**
9200 - Contract Services	$2,419,540	$50,000	$0	$0	$0	$0	$0	**$2,469,540**
9100 - Salaries & Benefits	$155,460	$0	$0	$0	$0	$0	$0	**$155,460**
9500 - Miscellaneous	$12,460	$0	$0	$0	$0	$0	$0	**$12,460**
Total	**$14,004,439**	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$14,054,439**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$14M	**$50K**	**$50K**	**$14.1M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
2217 - Measure BB Grants	$6,045,000	$0	$0	$0	$0	$0	$0	**$6,045,000**
2218 - Measure RR	$1,500,000	$0	$0	$0	$0	$0	$0	**$1,500,000**
4401 - Dublin Crossing Development Fee	$1,000,000	$0	$0	$0	$0	$0	$0	**$1,000,000**
2220 - Road Maint. & Rehab Account (RMRA)	$970,000	$0	$0	$0	$0	$0	$0	**$970,000**
2207 - Transportation for Clean Air	$856,419	$0	$0	$0	$0	$0	$0	**$856,419**
2201 - State Gas Tax	$845,040	$0	$0	$0	$0	$0	$0	**$845,040**
2922 - Tri-Valley Transportation Council Grants	$600,000	$0	$0	$0	$0	$0	$0	**$600,000**
2204 - Measure B Sales Tax - Local Streets Fund (Alameda CTC)	$587,980	$0	$0	$0	$0	$0	$0	**$587,980**
4301 - Eastern Dublin Transportation Impact Fee	$500,000	$0	$0	$0	$0	$0	$0	**$500,000**
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$400,000	$0	$0	$0	$0	$0	$0	**$400,000**
2205 - Measure B Sales Tax - Bike & Ped. Fund (Alameda CTC)	$400,000	$0	$0	$0	$0	$0	$0	**$400,000**
2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	$300,000	$0	$0	$0	$0	$0	$0	**$300,000**
1101 - General Fund Designated Reserve	$0	$50,000	$0	$0	$0	$0	$0	**$50,000**
1001 - General Fund	$0	$0	$0	$0	$0	$0	$0	**$0**
Total	**$14,004,439**	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$14,054,439**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$80K	**$480K**	**$480K**

Project Timeline

- **11/7/2017**
  Iron Horse Trail Feasibility Study and preliminary bridge design approved.
- **07/1/2025**
  The bridge opened on November 23, 2024. Work at the southwest limits adjacent Scarlett Drive extension should be completed in 2026.

San Ramon Road Trail Lighting

Overview

Project Number ST0514

Description

This project provides for the design and construction of improvements to the trail light fixtures between Silvergate Drive and Alcosta Boulevard. In prior years, the project included installation of tree root barriers and repair of portions of the asphalt concrete trail, which were completed with other CIP Projects (ST0514 - Storm Drain Bypass San Ramon Road, ST0117 - Annual Street Resurfacing, and ST0517 - Citywide Bicycle and Pedestrian Improvements).

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$173K	**$0**	**$0**	**$173K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$119,891	$0	$0	$0	$0	$0	$0	**$119,891**
9200 - Contract Services	$31,142	$0	$0	$0	$0	$0	$0	**$31,142**
9100 - Salaries & Benefits	$21,378	$0	$0	$0	$0	$0	$0	**$21,378**
9500 - Miscellaneous	$1,050	$0	$0	$0	$0	$0	$0	**$1,050**
Total	**$173,461**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$173,461**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$173K	**$0**	**$0**	**$173K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
1001 - General Fund	$173,461	$0	$0	$0	$0	$0	$0	**$173,461**
Total	**$173,461**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$173,461**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **06/30/2022**
  The trail lighting improvement portion of the project was completed in 2022.
- **07/1/2025**
  The remaining pole painting portion of the project will be completed in conjunction with the Dublin Ranch Street Light Improvements, CIP No. ST0417.

Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School

Overview

Project Number ST0119

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.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$13.5M	**$1.5M**	**$1.5M**	**$15M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$10,340,000	$1,500,000	$0	$0	$0	$0	$0	**$11,840,000**
9200 - Contract Services	$2,169,660	$0	$0	$0	$0	$0	$0	**$2,169,660**
9300 - Land/Right-of-way	$436,300	$0	$0	$0	$0	$0	$0	**$436,300**
9500 - Miscellaneous	$418,000	$0	$0	$0	$0	$0	$0	**$418,000**
9100 - Salaries & Benefits	$136,040	$0	$0	$0	$0	$0	$0	**$136,040**
Total	**$13,500,000**	**$1,500,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$15,000,000**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$13.5M	**$1.5M**	**$1.5M**	**$15M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
4306 - Tri-Valley Transportation Development Fee	$5,500,000	$0	$0	$0	$0	$0	$0	**$5,500,000**
4301 - Eastern Dublin Transportation Impact Fee	$3,848,020	$0	$0	$0	$0	$0	$0	**$3,848,020**
4305 - Traffic Impact Fee - Dougherty Valley	$1,500,000	$0	$0	$0	$0	$0	$0	**$1,500,000**
2922 - Tri-Valley Transportation Council Grants	$1,450,000	$0	$0	$0	$0	$0	$0	**$1,450,000**
2201 - State Gas Tax	$1,201,980	$0	$0	$0	$0	$0	$0	**$1,201,980**
2217 - Measure BB Grants	$0	$872,000	$0	$0	$0	$0	$0	**$872,000**
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$0	$500,000	$0	$0	$0	$0	$0	**$500,000**
2207 - Transportation for Clean Air	$0	$128,000	$0	$0	$0	$0	$0	**$128,000**
Total	**$13,500,000**	**$1,500,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$15,000,000**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$20K	**$20K**	**$20K**

Project Timeline

- **07/1/2025**
  Right-of-way acquisition was completed in mid-2025. The project is currently in design and permitting with resource agencies with construction anticipated to begin in late 2025.

Tassajara Road Realignment and Widening - Fallon Road to North City Limit

Overview

Project Number ST0116

Description

The project provides for the planning and preliminary engineering to define a new roadway alignment, design cross-section, right-of-way, and environmental clearance for Tassajara Road between North Dublin Ranch Drive and the City and Contra Costa County limits. The project also provides for the design and construction of a realigned Tassajara Road from Fallon Road to the northern city limit, which will be coordinated with Contra Costa County. Planning and preliminary engineering costs will be split in accordance with the Memorandum of Understanding, which was approved on September 16, 2014. Costs for the design and construction will be agreed upon and split proportionally with the work within each jurisdiction. The City and Contra Costa County executed a JEPA on September 23, 2020 for Contra Costa County to lead the project design, which started in January 2021. The design and construction of the southerly Tassajara Road segment is included in another Capital Improvement Program project, Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School (ST0119).

This project will widen Tassajara Road to a four-lane arterial standard with bike lanes, sidewalks, landscaped median, stormwater treatment areas, and other associated street improvements. Segments of the existing roadway have been improved by adjacent development projects. This project will complete the street improvements and realign the remaining segments of the existing roadway to improve safety and achieve better circulation while adhering to the Complete Streets Policy. The roadway segment is a project within both the Tri-Valley Transportation Council Strategic Expenditure Plan (Project B-8) and the Eastern Dublin Transportation Impact Fee
Program.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$11.8M	**$1M**	**$1M**	**$12.8M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$7,072,476	$1,000,000	$0	$0	$0	$0	$0	**$8,072,476**
9300 - Land/Right-of-way	$1,980,000	$0	$0	$0	$0	$0	$0	**$1,980,000**
9200 - Contract Services	$1,924,149	$0	$0	$0	$0	$0	$0	**$1,924,149**
9500 - Miscellaneous	$495,313	$0	$0	$0	$0	$0	$0	**$495,313**
9100 - Salaries & Benefits	$305,478	$0	$0	$0	$0	$0	$0	**$305,478**
Total	**$11,777,416**	**$1,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$12,777,416**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$11.8M	**$1M**	**$1M**	**$12.8M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
4301 - Eastern Dublin Transportation Impact Fee	$6,008,739	$0	$0	$0	$0	$0	$0	**$6,008,739**
4305 - Traffic Impact Fee - Dougherty Valley	$3,964,338	$0	$0	$0	$0	$0	$0	**$3,964,338**
2922 - Tri-Valley Transportation Council Grants	$0	$1,000,000	$0	$0	$0	$0	$0	**$1,000,000**
2220 - Road Maint. & Rehab Account (RMRA)	$692,059	$0	$0	$0	$0	$0	$0	**$692,059**
4306 - Tri-Valley Transportation Development Fee	$503,017	$0	$0	$0	$0	$0	$0	**$503,017**
4303 - Traffic Impact Fee - Category 3	$409,263	$0	$0	$0	$0	$0	$0	**$409,263**
2201 - State Gas Tax	$200,000	$0	$0	$0	$0	$0	$0	**$200,000**
Total	**$11,777,416**	**$1,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$12,777,416**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$15K	**$15K**	**$15K**

Project Timeline

- **01/1/2015**
  Planning and preliminary engineering MOU approved Sept 2014
- **09/23/2020**
  JEPA with Contra Costa County executed for County to take the lead in the design phase.
- **01/1/2021**
  Design began Jan 2021
- **07/1/2025**
  The project is currently in design. Construction is anticipated to begin in 2027.

Traffic Signal and Roadway Safety Improvements

Overview

Project Number ST0123

Description

This project will provide for feasibility, design, and construction and modification of traffic signals and roadway safety improvements at locations prioritized and recommended by Local Roadway Safety Plan (LRSP), which was approved in January 2023. Improvements include upgrading the signal equipment such as traffic signal poles/mast arms, vehicle and pedestrian signal heads, signal controllers, cabinet upgrades, streetlighting/safety lighting improvements, signal phasing and timing changes, signing and striping improvements, and other alternatives identified in the LRSP toolbox and under systemic and site recommendations. The project will also provide for evaluating the design and installation of protected intersection elements.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$170K	**$0**	**$0**	**$170K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9200 - Contract Services	$149,200	$0	$0	$0	$0	$0	$0	**$149,200**
9100 - Salaries & Benefits	$20,800	$0	$0	$0	$0	$0	$0	**$20,800**
Total	**$170,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$170,000**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$170K	**$0**	**$0**	**$170K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	$85,000	$0	$0	$0	$0	$0	$0	**$85,000**
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$85,000	$0	$0	$0	$0	$0	$0	**$85,000**
1001 - General Fund	$0	$0	$0	$0	$0	$0	$0	**$0**
Total	**$170,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$170,000**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **01/31/2023**
  Local Roadway Safety Plan approved.
- **07/1/2025**
  The installation of yellow, retroreflective borders at 14 intersections that were identified in the Local Roadway Safety Plan was completed in early 2025.

Traffic Signal Re-Lamping

Overview

Project Number ST0223

Description

This project provides for the replacement of the traffic signal and pedestrian signal LED lamps at approximately 78 signalized intersections. The City currently has 98 traffic signals, many of which were installed in 2008, and the LED lamps are reaching the end of their useful life, which is typically eight to 10 years. The City has replaced 20 signalized intersection lamps through on-going maintenance efforts. New LED lamps will ensure proper visibility of vehicle and pedestrian signal heads, which is critical for maintaining safe traffic flow.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$512K	**$0**	**$135K**	**$647K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$433,760	$0	$130,840	$0	$0	$0	$0	**$564,600**
9200 - Contract Services	$70,000	$0	$0	$0	$0	$0	$0	**$70,000**
9100 - Salaries & Benefits	$8,320	$0	$4,160	$0	$0	$0	$0	**$12,480**
Total	**$512,080**	**$0**	**$135,000**	**$0**	**$0**	**$0**	**$0**	**$647,080**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$512K	**$0**	**$135K**	**$647K**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
2212 - Vehicle Registration Fee (Alameda CTC)	$260,000	$0	$0	$0	$0	$0	$0	**$260,000**
2201 - State Gas Tax	$177,080	$0	$60,000	$0	$0	$0	$0	**$237,080**
2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	$75,000	$0	$25,000	$0	$0	$0	$0	**$100,000**
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$0	$0	$50,000	$0	$0	$0	$0	**$50,000**
Total	**$512,080**	**$0**	**$135,000**	**$0**	**$0**	**$0**	**$0**	**$647,080**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$0**	**$0**

Project Timeline

- **07/1/2025**
  Construction is anticipated to be completed in 2026.

Village Parkway Reconstruction

Overview

Project Number ST0323

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 project will also include the replacement of the city entrance monument sign at Village Parkway median at Kimball Avenue, as well as intersection improvements at Village Parkway and Amador Valley Boulevard, including removal of slip lanes, curb ramp upgrades, crosswalk realignment, and traffic signal modification.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$550K	**$1.05M**	**$26.2M**	**$26.7M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	$0	$0	$10,000,000	$2,700,000	$9,550,000	$0	$0	**$22,250,000**
9200 - Contract Services	$504,968	$1,000,080	$1,000,000	$510,560	$1,000,000	$0	$0	**$4,015,608**
9100 - Salaries & Benefits	$45,032	$49,920	$64,480	$89,440	$100,000	$0	$0	**$348,872**
9500 - Miscellaneous	$0	$0	$85,520	$0	$0	$0	$0	**$85,520**
Total	**$550,000**	**$1,050,000**	**$11,150,000**	**$3,300,000**	**$10,650,000**	**$0**	**$0**	**$26,700,000**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$550K	**$1.05M**	**$26.2M**	**$26.7M**

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
1101 - General Fund Designated Reserve	$550,000	$1,000,000	$10,650,000	$2,800,000	$0	$0	$0	**$15,000,000**
9997 - Other	$0	$0	$0	$0	$9,150,000	$0	$0	**$9,150,000**
2217 - Measure BB Grants	$0	$0	$0	$0	$1,215,000	$0	$0	**$1,215,000**
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	$0	$0	$250,000	$200,000	$0	$0	$0	**$450,000**
2201 - State Gas Tax	$0	$50,000	$250,000	$100,000	$0	$0	$0	**$400,000**
2924 - VRF (ACTC) Grants	$0	$0	$0	$0	$285,000	$0	$0	**$285,000**
1001 - General Fund	$0	$0	$0	$200,000	$0	$0	$0	**$200,000**
Total	**$550,000**	**$1,050,000**	**$11,150,000**	**$3,300,000**	**$10,650,000**	**$0**	**$0**	**$26,700,000**

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
$0	**$100K**	**$100K**

Project Timeline

- **02/20/2024**

  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.

- **05/22/2025**

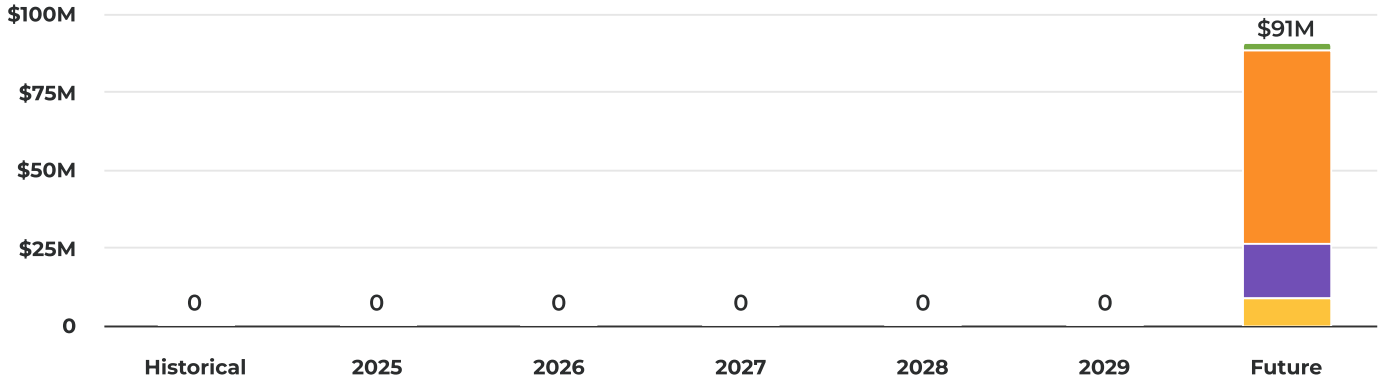
  The project will receive grants funds in the amount of $9,150,000 from the State Transportation Improvement Program, which will be allocated in Fiscal Year 2027-28. On May 22, 2025, Alameda CTC awarded grant funding in the amount of $1,215,000 in Measure BB funds and $285,000 in VRF funds, which will be allocated in Fiscal Year 2027-28.

- **07/1/2025**

  The project is currently in design. Construction is anticipated to begin in 2027.

Unfunded - Future Projects

FY25 - FY29 Unfunded - Future Projects Projects (including Historical, Future)



City Entrance Signs	$510,000	0.56%
Dublin Sports Grounds - Phase 5 Renovation	$2,750,000	3.01%
Eastern Dublin Transportation Impact Fee	$61,750,000	67.59%
Emerald Glen Recreation and Aquatic Complex - Phase 2	$17,600,000	19.26%
Western Dublin Transportation Impact Fee	$8,750,000	9.58%

Summary of Requests

Project No. / Category		Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
S-01	City Entrance Signs	$0	$0	$0	$0	$0	$0	$510,000	**$510,000**
P-01	Dublin Sports Grounds - Phase 5 Renovation	$0	$0	$0	$0	$0	$0	$2,750,000	**$2,750,000**
S-02	Eastern Dublin Transportation Impact Fee	$0	$0	$0	$0	$0	$0	$61,750,000	**$61,750,000**
P-02	Emerald Glen Recreation and Aquatic Complex - Phase 2	$0	$0	$0	$0	$0	$0	$17,600,000	**$17,600,000**
S-03	Western Dublin Transportation Impact Fee	$0	$0	$0	$0	$0	$0	$8,750,000	**$8,750,000**
Total Summary of Requests		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$91,360,000**	**$91,360,000**

City Entrance Signs

Overview

Project Number S-01

Description

This project provides for the design and construction to install City entrance signs at the following six locations: San Ramon Road median at Alcosta Boulevard, Schaefer Ranch Road at Dublin Boulevard, Tassajara Road north of Fallon Road, Dublin Boulevard and San Ramon Road (Downtown gateway), Fallon Road at Dublin Boulevard and at Dublin Boulevard at the eastern city limit. The new signs will conform to the City of Dublin Streetscape Master Plan and will match the existing granite monument signs currently installed within the City.

Capital Cost

FY2025 Budget	Total Budget (all years)	Future	Project Total
$0	**$0**	**$510K**	**$510K**

Detailed Breakdown

Category	Historical	FY2025 *Requested*	FY2026 *Requested*	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	Future	Total
Estimated Costs	$0	$0	$0	$0	$0	$0	$510,000	**$510,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$510,000**	**$510,000**

Funding Sources

FY2025 Budget	Total Budget (all years)	Future	Project Total
$0	**$0**	**$510K**	**$510K**

Detailed Breakdown

Category	Historical	FY2025 *Requested*	FY2026 *Requested*	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	Future	Total
Unidentified	$0	$0	$0	$0	$0	$0	$510,000	**$510,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$510,000**	**$510,000**

Dublin Sports Grounds - Phase 5 Renovation

Overview

Project Number P-01

Description

This project provides for the design and construction to renovate a portion of the Dublin Sports Grounds. The Phase 5 project encompasses approximately 180,000 square feet, west of Soccer Field #3, and includes installation of a sand channel drainage system, irrigation upgrades and new turf.

Capital Cost

FY2025 Budget	Total Budget (all years)	Future	Project Total
$0	**$0**	**$2.75M**	**$2.75M**

Detailed Breakdown

Category	Historical	FY2025 *Requested*	FY2026 *Requested*	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	Future	Total
Estimated Costs	$0	$0	$0	$0	$0	$0	$2,750,000	**$2,750,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,750,000**	**$2,750,000**

Funding Sources

FY2025 Budget	Total Budget (all years)	Future	Project Total
$0	**$0**	**$2.75M**	**$2.75M**

Detailed Breakdown

Category	Historical	FY2025 *Requested*	FY2026 *Requested*	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	Future	Total
Unidentified	$0	$0	$0	$0	$0	$0	$2,750,000	**$2,750,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,750,000**	**$2,750,000**

Eastern Dublin Transportation Impact Fee

Overview

Project Number S-02

Description

This project provides for the design and construction of 15 projects being partially funded by the Eastern Dublin Transportation Impact Fee (EDTIF) program. The City Council established the EDTIF program on January 9, 1995 and adopted the most recent update on December 21, 2021. This project does not include completed EDTIF projects, current projects that are individual CIP projects, or current projects to be constructed by developers. EDTIF projects within the five-year capital improvement program are: ST0116 Tassajara Road Realignment & Widening; ST0119 Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School; and ST0216 Dublin Boulevard Extension.

Capital Cost

FY2025 Budget	Total Budget (all years)	Future	Project Total
$0	**$0**	**$61.8M**	**$61.8M**

Detailed Breakdown

Category	Historical	FY2025 *Requested*	FY2026 *Requested*	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	Future	Total
Estimated Costs	$0	$0	$0	$0	$0	$0	$61,750,000	**$61,750,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$61,750,000**	**$61,750,000**

Funding Sources

FY2025 Budget	Total Budget (all years)	Future	Project Total
$0	**$0**	**$61.8M**	**$61.8M**

Detailed Breakdown

Category	Historical	FY2025 *Requested*	FY2026 *Requested*	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	Future	Total
Unidentified	$0	$0	$0	$0	$0	$0	$61,750,000	**$61,750,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$61,750,000**	**$61,750,000**

Emerald Glen Recreation and Aquatic Complex - Phase 2

Overview

Project Number P-02

Description

This project provides for the design and construction of the final phase of the Emerald Glen Recreation and Aquatic Complex (known as The Wave). Amenities may include a community room and gymnasium space. This project may be modified as the City has entered into an agreement for a joint use gymnasium at the Dublin Crossing school site. Until such time, it will remain as a future project.

Capital Cost

FY2025 Budget	Total Budget (all years)	Future	Project Total
$0	**$0**	**$17.6M**	**$17.6M**

Detailed Breakdown

Category	Historical	FY2025 *Requested*	FY2026 *Requested*	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	Future	Total
Estimated Costs	$0	$0	$0	$0	$0	$0	$17,600,000	**$17,600,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$17,600,000**	**$17,600,000**

Funding Sources

FY2025 Budget	Total Budget (all years)	Future	Project Total
$0	**$0**	**$17.6M**	**$17.6M**

Detailed Breakdown

Category	Historical	FY2025 *Requested*	FY2026 *Requested*	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	Future	Total
Unidentified	$0	$0	$0	$0	$0	$0	$17,600,000	**$17,600,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$17,600,000**	**$17,600,000**

Western Dublin Transportation Impact Fee

Overview

Project Number S-03

Description

This project provides for the design and construction of eight projects being partially funded by the Western Dublin Transportation Impact Fee (WDTIF) program. The City Council adopted an update to the WDTIF on September 6, 2016. The WDTIF program includes a total of nine projects, however the following three projects are within the five-year capital improvement program: ST0815 - Amador Plaza Road Bicycle and Pedestrian Improvements, and ST0423 - Golden Gate Drive Intersection Improvements - Dublin Boulevard and St. Patrick Way.

Capital Cost

FY2025 Budget	Total Budget (all years)	Future	Project Total
$0	**$0**	**$8.75M**	**$8.75M**

Detailed Breakdown

Category	Historical	FY2025 *Requested*	FY2026 *Requested*	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	Future	Total
Estimated Costs	$0	$0	$0	$0	$0	$0	$8,750,000	**$8,750,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$8,750,000**	**$8,750,000**

Funding Sources

FY2025 Budget	Total Budget (all years)	Future	Project Total
$0	**$0**	**$8.75M**	**$8.75M**

Detailed Breakdown

Category	Historical	FY2025 *Requested*	FY2026 *Requested*	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	Future	Total
Unidentified	$0	$0	$0	$0	$0	$0	$8,750,000	**$8,750,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$8,750,000**	**$8,750,000**

Five-Year Capital Improvement Program 2024-2029 Update

June 17, 2025

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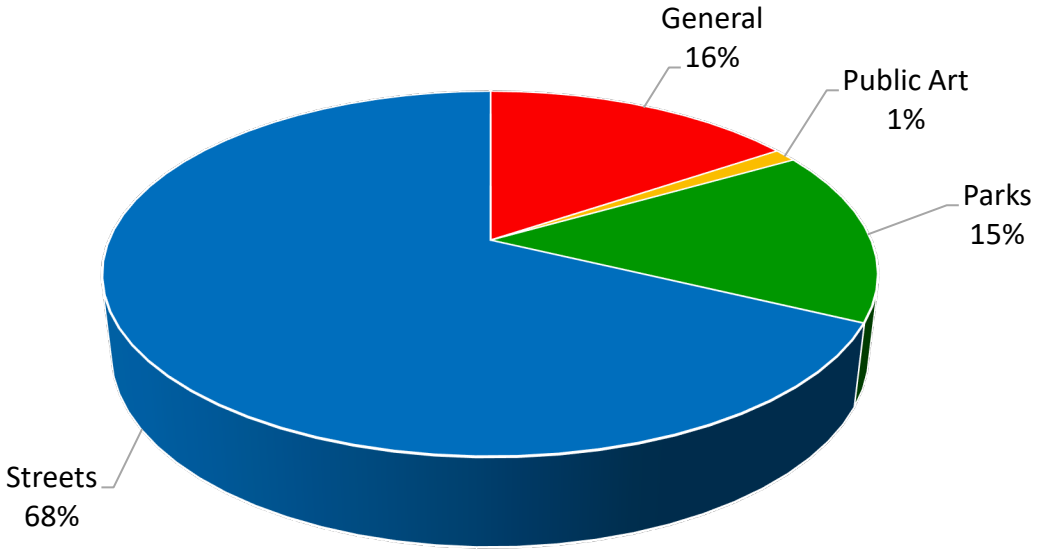
Capital Improvement Program

- A five-year planning document used by the City to identify and establish budgets for capital improvement projects.
- CIP is adopted every two-years. **This year is the update.**
- CIP project funding sources include: General Fund, Impact Fees, Special Revenues, Assessment Districts, and Grants.
- April 15 – Preliminary CIP update presented to City Council
- June 3 – Review of projects funded by the General Fund

2024-2029 CIP Expenditure Summary

CATEGORY	2024-25	2025-26	2026-27	2027-28	2028-29	Five-Year
General Improvements	$10,075,459	$5,702,000	$500,000	$1,500,000	$200,000	$17,977,459
Public Art	$780,000	$300,000	$250,000	$0	$0	$1,330,000
Parks	$2,516,985	$6,050,941	$2,928,654	$1,100,000	$5,150,000	$17,746,580
Streets	$24,240,347	$20,287,000	$12,542,000	$15,942,000	$5,292,000	$78,303,347
TOTAL	**$37,612,791**	**$32,339,941**	**$16,220,654**	**$18,542,000**	**$10,642,000**	**$115,357,386**



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General Improvement Projects

PROJECT NUMBER & DESCRIPTION		2024-25	2025-26 BUDGET	2026-27	2027-28	2028-29	FIVE-YEAR
GI0421	Audio Visual System Upgrade	$771,000	$427,000				$1,198,000
GI0121	Citywide Energy Improvements	$1,500,000	$1,000,000				$2,500,000
GI0001	Civic Center Elevator Modernization		$900,000				$900,000
GI0125	Civic Center Exterior Glazing, Sealing & Painting	$4,250,000	$500,000				$4,750,000
GI0122	Civic Center Rehabilitation	$205,000					$205,000
GI0225	Condition Assessment of Water Features	$50,000					$50,000
GI0120	Dublin Arts Center		$1,000,000				$1,000,000
GI0219	Electric Vehicle (EV) Charging Stations	$197,459					$197,459
GI0325	Facilities Parking Lot Resurfacing	$500,000	$500,000				$1,000,000
GI0521	Library Tenant Improvements	$2,000,000					$2,000,000
GI0221	Resiliency and Disaster Preparedness Improvements	$277,000	$1,375,000				$1,652,000
GI0004	Shannon Community Center Play Yard					$200,000	$200,000
GI0006	The Wave Pool Replastering			$500,000	$1,500,000		$2,000,000
GI0425	Waste Enclosures Upgrades	$325,000					$325,000
	TOTAL	**$10,075,459**	**$5,702,000**	**$500,000**	**$1,500,000**	**$200,000**	**$17,977,459**

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Public Art Projects

PROJECT NUMBER & DESCRIPTION		2024-25	2025-26 BUDGET	2026-27	2027-28	2028-29	FIVE-YEAR
PA0121	Camp Parks Sign	$280,000					$280,000
PA0123	Downtown Dublin	$300,000	$300,000	$250,000			$850,000
PA0125	Outdoor Murals	$200,000					$200,000
	TOTAL	$780,000	$300,000	$250,000	$0	$0	$1,330,000

Parks Projects

PROJECT NUMBER & DESCRIPTION		2024-25	2025-26 BUDGET	2026-27	2027-28	2028-29	FIVE-YEAR
PK0221	Downtown Dublin Town Square Park	$4,680					$4,680
PK0002	Dublin Sports Grounds Rehabilitation			$150,000	$600,000	$2,900,000	$3,650,000
PK0003	Fallon Sports Park - Artificial Turf Field Replacement					$2,250,000	$2,250,000
PK0225	Fallon Sports Park Baseball Field G Upgrades	$150,000	$250,000				$400,000
PK0322	Forest Park	$740,000					$740,000
PK0422	Iron Horse Nature Park and Open Space	$1,497,305	$2,490,941	$2,778,654			$6,766,900
PK0224	Kolb Park Renovation		$1,975,000				$1,975,000
PK0321	Restrooms Replacement		$475,000				$475,000
PK0004	Sports Courts Resurfacing		$600,000		$500,000		$1,100,000
PK0125	Sunday School Barn Flooring	$125,000	$260,000				$385,000
	TOTAL	**$2,516,985**	**$6,050,941**	**$2,928,654**	**$1,100,000**	**$5,150,000**	**$17,746,580**

Streets Projects

PROJECT NUMBER & DESCRIPTION		2024-25	2025-26 BUDGET	2026-27	2027-28	2028-29	FIVE-YEAR
ST0117	Annual Street Resurfacing	$4,603,324	$4,500,000	$4,500,000	$4,500,000	$4,500,000	$22,603,324
ST0517	Citywide Bicycle and Pedestrian Improvements	$2,474,673	$2,606,000	$750,000	$750,000	$750,000	$7,330,673
ST0713	Citywide Signal Communications Upgrade	$825,040	$1,854,000				$2,679,040
ST0221	Downtown Dublin Street Grid Network	$8,990					$8,990
ST0216	Dublin Blvd. Extension - Fallon Road to N. Canyons Parkway	$11,450,000					$11,450,000
ST0417	Dublin Ranch Streetlight Improvements	$42,000	$42,000	$42,000	$42,000	$42,000	$210,000
ST0423	Golden Gate Dr. Inter. Imp. - Dublin Blvd & St. Patrick Way	$816,320		$3,500,000			$4,316,320
ST0121	Green Stormwater Infrastructure	$420,000		$450,000			$870,000
ST0118	Iron Horse Trail Bridge at Dublin Boulevard	$50,000					$50,000
ST0119	Tassajara Rd. Imp. - N. Dublin Ranch Dr. to Quarry Lane School	$1,500,000					$1,500,000
ST0116	Tassajara Rd. Realig. & Widening - Fallon Rd. to N. City Limit	$1,000,000					$1,000,000
ST0223	Traffic Signal Re-Lamping		$135,000				$135,000
ST0323	Village Parkway Reconstruction	$1,050,000	$11,150,000	$3,300,000	$10,650,000		$26,150,000
	TOTAL	**$24,240,347**	**$20,287,000**	**$12,542,000**	**$15,942,000**	**$5,292,000**	**$78,303,347**

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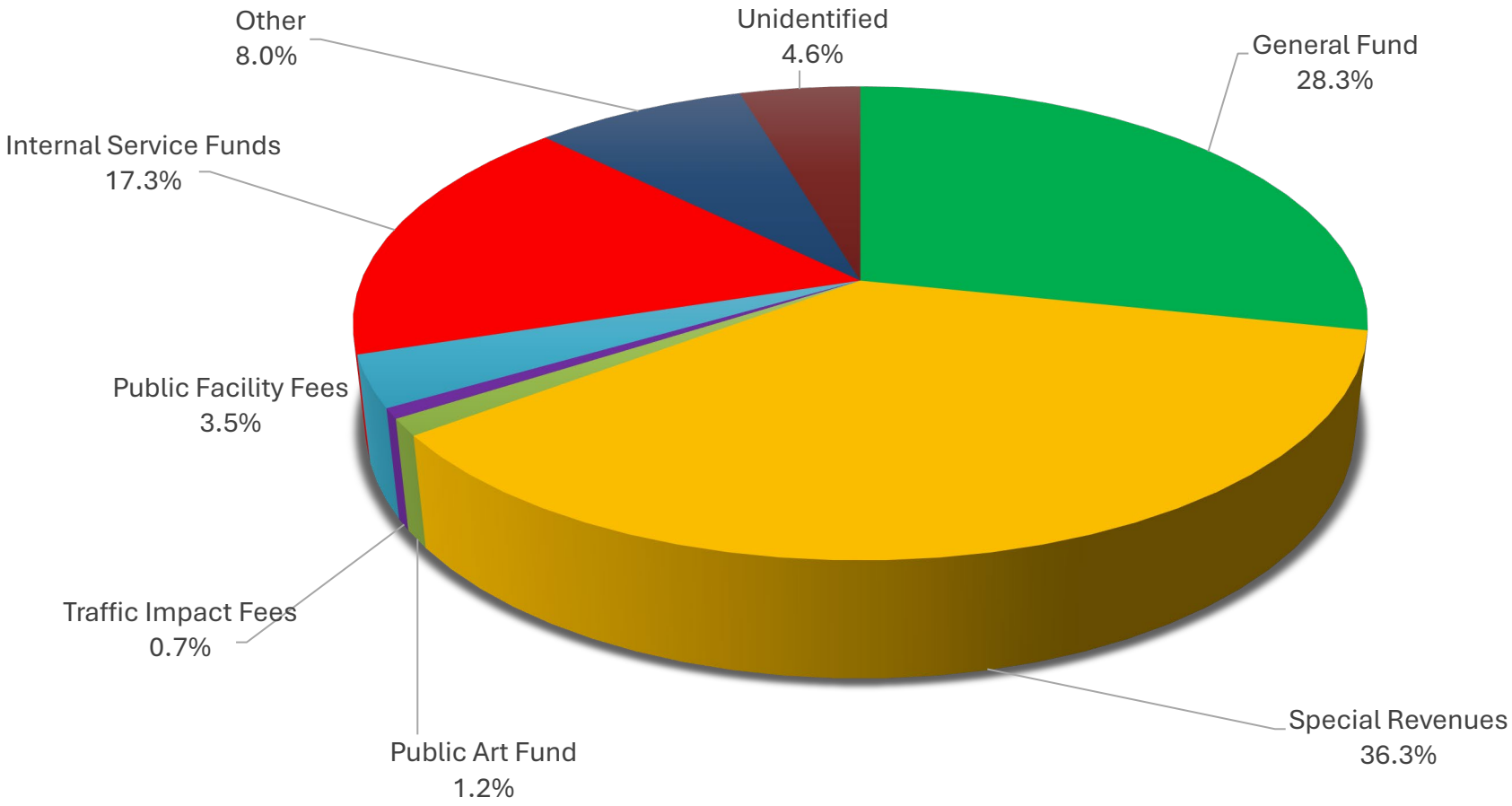
Funding Source Breakdown



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Funding Source Totals

	2024-25	2025-26 BUDGET	2026-27	2027-28	2028-29	FIVE-YEAR TOTAL
General Fund	$5,580,823	$18,221,900	$5,200,000	$1,850,000	$1,850,000	$32,702,723
Special Revenues	$21,147,819	$7,550,100	$4,842,000	$4,942,000	$3,442,000	$41,923,919
Public Art Fund	$780,000	$300,000	$250,000			$1,330,000
Traffic Impact Fees	$816,320					$816,320
Public Facility Fees	$1,563,505	$2,490,941				$4,054,446
Internal Service Funds	$7,621,000	$3,777,000	$650,000	$2,600,000	$5,350,000	$19,998,000
Other	$103,324			$9,150,000		$9,253,324
Unidentified			$5,278,654			$5,278,654
TOTAL FINANCING	**$37,612,791**	**$32,339,941**	**$16,220,654**	**$18,542,000**	**$10,642,000**	**$115,357,386**

Future Projects

Projects and Costs beyond the CIP timeframe ($205.6M)

- Corporation Yard Equipment Wash Pad *
- Electric Vehicle (EV) Charging Stations (Future Phase)
- Waste Enclosure Upgrades (Future Phase)
- Downtown Dublin Town Square Park (Future Phase)
- Sports Courts Resurfacing (Future Phase)
- Dublin Sports Grounds – Phase 5 Renovation *
- Emerald Glen Recreation and Aquatic Complex - Phase 2 *
- Downtown Dublin Street Grid Network (Future Phase)
- Dublin Boulevard Extension (Unfunded Portion of Current Project)
- City Entrance Signs *
- Eastern & Western Dublin Transportation Impact Fee Projects

*** Future projects beyond five-year timeframe**

Updates to Preliminary CIP Since April

- Audio Visual System Upgrade (GI0421)
  - $250K Increase
- Dublin Arts Center (GI0120)
  - $1M Increase
- Resiliency and Disaster Preparedness Improvements (GI0221)
  - Award Tonight w/ $660,000 increase
- Marquee Signs (GI0124)
  - Removed from CIP
- Shade Structures at Various Facilities and Parks (GINEW01)
  - Removed from CIP
- Fallon Sports Park Baseball Field G Upgrades (PK0225)
  - $250K Increase

Updates to Preliminary CIP Since April

- Kolb Park Renovation (PK0224)
  - $475K Reduction (Moved restroom replacement to PK0321)
  - Reevaluating project scope
- Restroom Replacement (PK0321)
  - $475K Increase (Added Kolb Park Restroom)
- City Entrance Monument Signs (ST0319)
  - Removed from CIP (Added Kimball Ave. sign to Village Parkway Project (ST0323) & Remaining 4 Signs to Future City Entrance Signs (S-01))
- Citywide Storm Drain Improvements (ST0124)
  - Removed from CIP (Incorporated into Public Works Operating Budget)
- San Ramon Road Landscape Renovation (ST0218)
  - Removed from CIP (Incorporated into Public Works Operating Budget)

CIP Book and Online Transparency Tool

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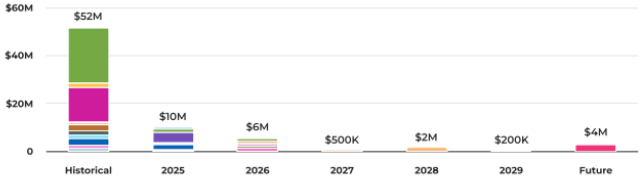
General Improvements

FY25 - FY29 General Improvements Projects (including Historical, Future)



Audio Visual System Upgrade	$1,671,040	2.27%
Citywide Energy Improvements	$25,513,970	34.69%
Civic Center Elevator Modernization	$900,000	1.22%
Civic Center Exterior Glazing, Sealing & Painting	$4,750,000	6.46%
Civic Center Rehabilitation	$2,236,730	3.04%
Condition Assessment of Water Features	$50,000	0.07%
Corporation Yard Equipment Wash Pad	$475,000	0.65%
Dublin Arts Center	$15,397,035	20.94%
Dublin Standard Plans & Details Update	$142,500	0.19%
Electric Vehicle (EV) Charging Stations	$727,459	0.99%
Exterior Painting at Various Facilities	$785,000	1.07%
Facilities Parking Lot Resurfacing	$1,000,000	1.36%
Financial System Replacement	$2,515,000	3.42%
Irrigation System Upgrades	$1,840,000	2.50%
IT Infrastructure Improvement	$1,243,600	1.69%
Library Tenant Improvements	$4,835,665	6.58%
Municipal Fiber	$140,000	0.19%
Resiliency and Disaster Preparedness Improvements	$2,754,189	3.75%
Roof Replacement at Various City Facilities	$655,000	0.89%
Shannon Community Center Play Yard	$200,000	0.27%
Situational Awareness Camera Program	$585,000	0.80%

Audio Visual System Upgrade

Overview

Project Number GI0421

Description

This project provides for the planning, design, and construction of the audio visual-system upgrades in Ambrose Hall and adjoining conference room at Shannon Community Center, Alamilla Springs Ballroom at the Senior Center, Program Room at the Dublin Library, Emergency Operations Center, and Bray Community Room. These upgrades will include replacement of equipment to improve the service quality for rentals, meetings, corporate events, and staff use. In addition to those major staff/public AV facilities, smaller, citywide staff conference room hardware will be modernized, replaced, and/or updated. All these upgrades will bring the City's audio-visual systems up to current industry standards and ADA compliance.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$473K	$771K	$1.2M	$1.67M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9600 - Equipment	$342,790	$313,000	$330,000	$0	$0	$0	$0	$985,790
9200 - Contract Services	$107,026	$330,000	$67,000	$0	$0	$0	$0	$504,026
9500 - Miscellaneous	$0	$128,000	$30,000	$0	$0	$0	$0	$158,000
9100 - Salaries & Benefits	$23,224	$0	$0	$0	$0	$0	$0	$23,224
Total	**$473,040**	**$771,000**	**$427,000**	**$0**	**$0**	**$0**	**$0**	**$1,671,040**

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
$473K	$771K	$1.2M	$1.67M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
6605 - IT Fund	$0	$471,000	$427,000	$0	$0	$0	$0	$898,000
1001 - General Fund	$473,040	$0	$0	$0	$0	$0	$0	$473,040
2811 - Cable TV Facilities	$0	$300,000	$0	$0	$0	$0	$0	$300,000
Total	**$473,040**	**$771,000**	**$427,000**	**$0**	**$0**	**$0**	**$0**	**$1,671,040**

Staff Recommendation

Adopt the Resolution Adopting the Five-Year Capital Improvement Program 2024-2029 Update.

Thank you

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Agenda Item 8.1

STAFF REPORT

CITY COUNCIL

DATE: **June 17, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: 2025 Dublin Community Survey
Prepared by: Jordan Foss, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will receive a presentation on the results from the 2025 Community Survey.

STAFF RECOMMENDATION:

Receive the presentation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background
Every two years, the City of Dublin conducts a community survey to better understand and track public opinion on the City's performance across a range of areas. Since 2011, the City has contracted with Fairbank, Maslin, Maullin, Metz & Associates (FM3 Research) to administer these surveys.

The community survey serves as a valuable tool for capturing resident perspectives over time, allowing the City to monitor trends and asses its performance year over year. Most survey questions focus on general community context, perceptions of Dublin, and the importance of and satisfaction with City programs and services. The survey also gathers input on preferred communication methods and feedback from recent interactions with the City.

A portion of the survey is reserved for timely or issue-specific questions, allowing the City to gather input on current topics of interest. These responses often help guide policy decisions. For example, the 2023 survey included questions on the Downtown Dublin Specific Plan, the Dublin Boulevard extension, and potential term limits for elected officials.

2025 Community Survey Process
The 2025 Community Survey was conducted from May 28 to June 8, 2025, and included approximately 400 randomly selected community members. The survey was conducted through both telephone and online interviews. Telephone interviews were available in English, Spanish, Chinese, and Hindi. For those selected to participate online, notification mailers were sent in advance. Additionally, the City promoted the survey through social media channels, the Dublin Digest, and a newsflash from the City's website to inform residents that the survey was being conducted.

Many of the questions in the 2025 survey remained consistent with previous years to allow for year-over-year performance comparisons. New questions focused on City communications (online tools, publications, and TV30) as well as communitywide emergency preparedness.

The City Council will receive a presentation from FM3 that will detail the results of the 2025 Community Survey. These results, as well as feedback from the City Council, will inform areas of focus in Staff's workplan, and provide some context for the next Strategic Planning session (spring 2026).

STRATEGIC PLAN INITIATIVE:

Strategy 4: Inclusive and Effective Government
Objective D: Conduct ongoing outreach and garner feedback on services and programs to meet the community's needs.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

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Dublin 2025 Community Survey

Key Findings of a Survey of Dublin Residents Conducted May 28-June 11, 2025

FM3 RESEARCH | OPINION RESEARCH & STRATEGY

Survey Methodology

Dates	May 28-June 11, 2025
Survey Type	Dual-mode Resident Survey
Total Interviews	443
Margin of Sampling Error	(Full Sample) ±4.9% at the 95% Confidence Level (Half Sample) ±7.0% at the 95% Confidence Level
Contact Methods	Telephone Calls; Email Invitations; Text Invitations
Data Collection Modes	Telephone Interviews; Online Interviews
Survey Tracking	2019, 2021, and 2023
Languages	English, Spanish, Mandarin, and Hindi

(Note: Not All Results Will Sum to 100% Due to Rounding)

Sample demographics match that of the city's adults overall.

Ethnicity	
Latino	12%
White	28%
Black or African American	3%
Chinese	15%
Indian or South Asian	22%
Total Asian or Pacific Islander	*51%*
Total Residents of Color	*71%*
Gender	
Male	49%
Female	51%

Age	
18-29	15%
30-39	25%
40-49	25%
50-64	21%
65 or older	14%
Education	
Non-college graduates	35%
Four-year college graduates	65%
Homeownership Status	
Owners	71%
Renters	28%

Household Income	
$100,000 or under	17%
$100,001 to $150,000	14%
$150,001 to $200,000	11%
$200,001 to $250,000	12%
More than $250,000	45%
Language Spoken at Home	
English only	52%
Chinese (Mandarin or Cantonese)	12%
Hindi	10%
Spanish	7%
Other	19%

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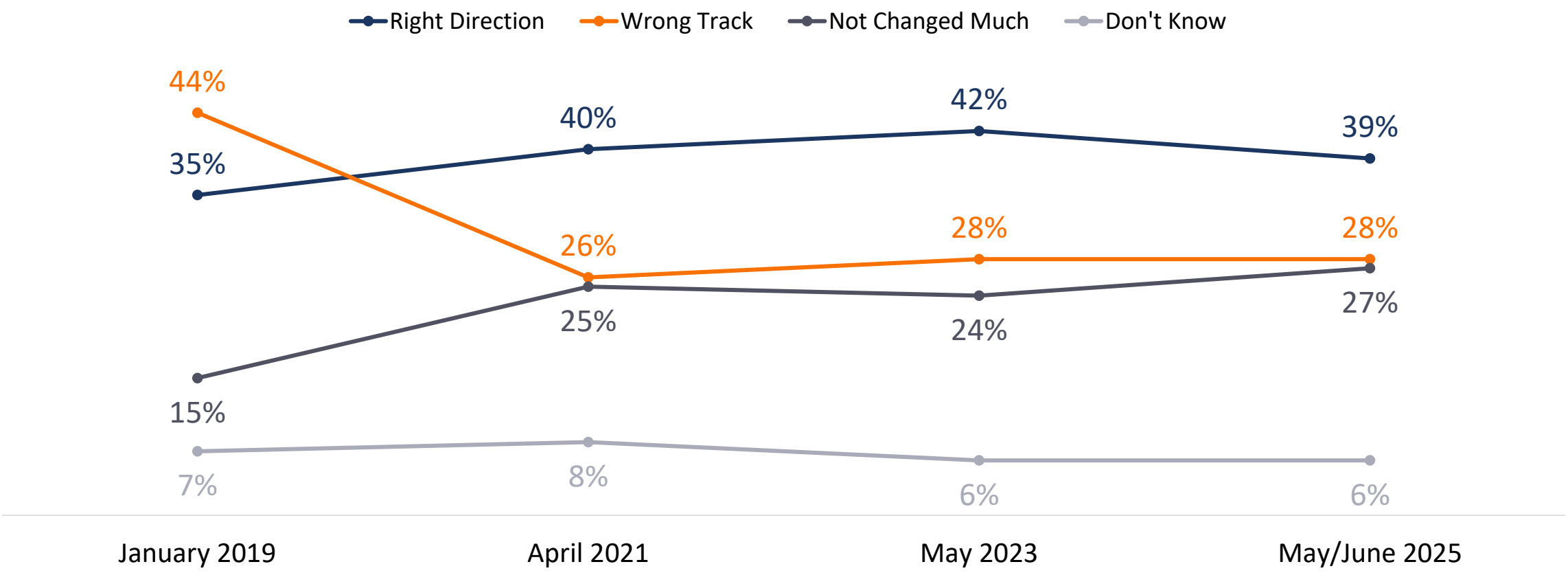
Community Context

More are happy with the city's direction than unhappy.

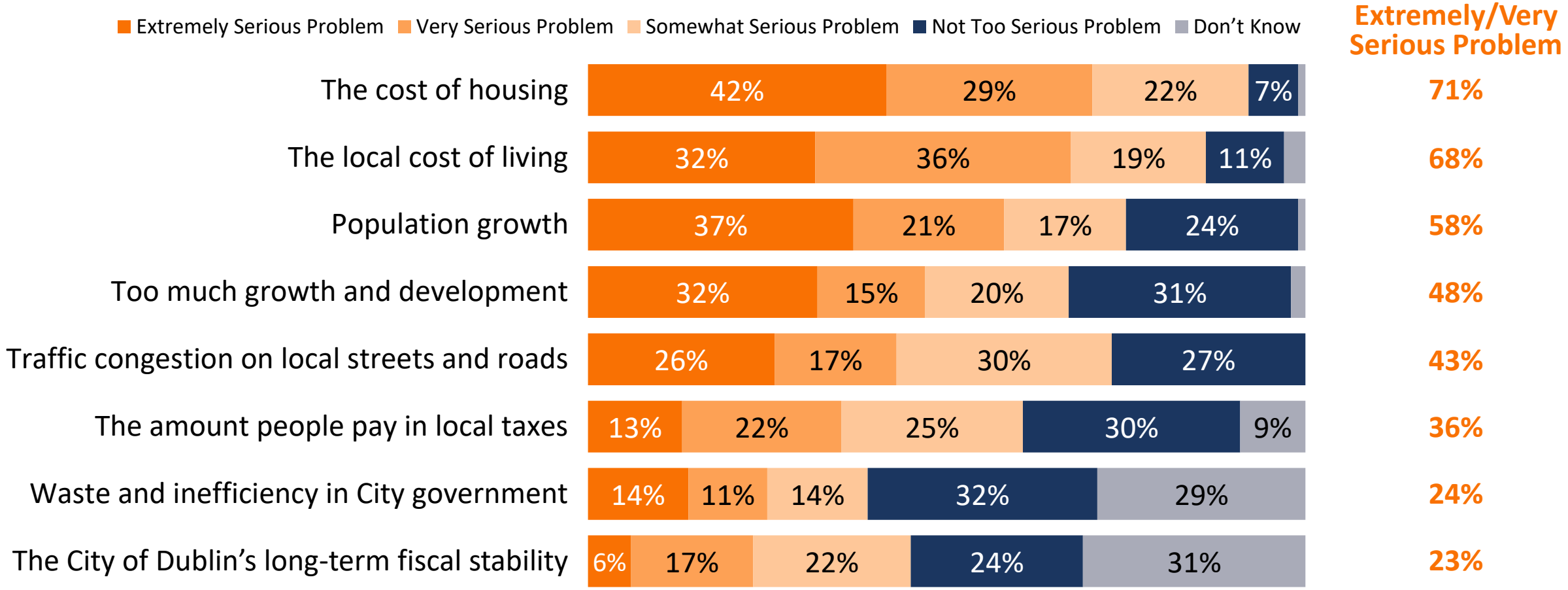


Q1. Would you say that things in the City of Dublin have been moving in the right direction, in the wrong direction, or have not changed much over the last two years?

890

Costs of housing and living are top of mind for residents.

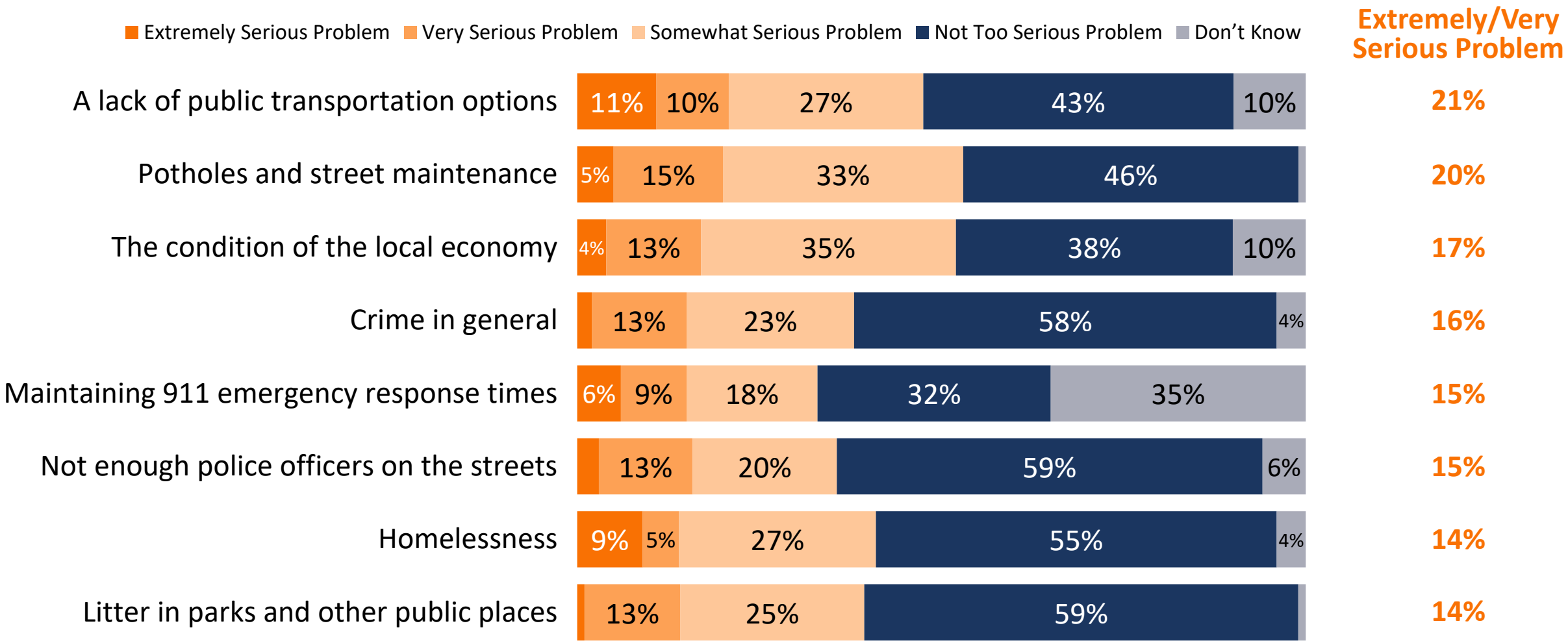
Please consider a list of concerns that some people say might be problems in the City of Dublin. Please tell me whether you think it is an extremely serious problem, a very serious problem, a somewhat serious problem, or a not too serious problem in the city.



Q5. Split Sample

891

Homelessness and crime are much less concerning.



Q5. Please consider a list of concerns that some people say might be problems in the City of Dublin. Please tell me whether you think it is an extremely serious problem, a very serious problem, a somewhat serious problem, or a not too serious problem in the city. Split Sample

892

Cost of housing and living are becoming more prominent concerns while crime has decreased.

Concern	Extremely/Very Serious Problem				
	January 2019	April 2021	May 2023	May/June 2025	Difference (2023-2025)
The cost of housing	67%	59%	59%	71%	+12%
The local cost of living	57%	52%	57%	68%	+11%
Population growth	69%	56%	52%	58%	+6%
Traffic congestion on local streets and roads	71%	41%	39%	43%	+4%
Potholes and street maintenance	27%	25%	21%	20%	-1%
Waste and inefficiency in City government	39%	34%	26%	24%	-2%
Too much growth and development	72%	58%	51%	48%	-3%
Litter in parks and other public places	--	--	18%	14%	-4%
The amount people pay in local taxes	34%	35%	41%	36%	-5%
A lack of public transportation options	29%	30%	27%	21%	-6%
Not enough police officers on the streets	24%	17%	22%	15%	-7%
The condition of the local economy	26%	25%	25%	17%	-8%
Homelessness	12%	25%	23%	14%	-9%
Maintaining 911 emergency response times	31%	25%	25%	15%	-10%
The City of Dublin's long-term fiscal stability	--	25%	35%	23%	-12%
Crime in general	21%	22%	35%	16%	-19%

Q5. Please consider a list of concerns that some people say might be problems in the City of Dublin. Please tell me whether you think it is an extremely serious problem, a very serious problem, a somewhat serious problem, or a not too serious problem in the city. Split Sample

893

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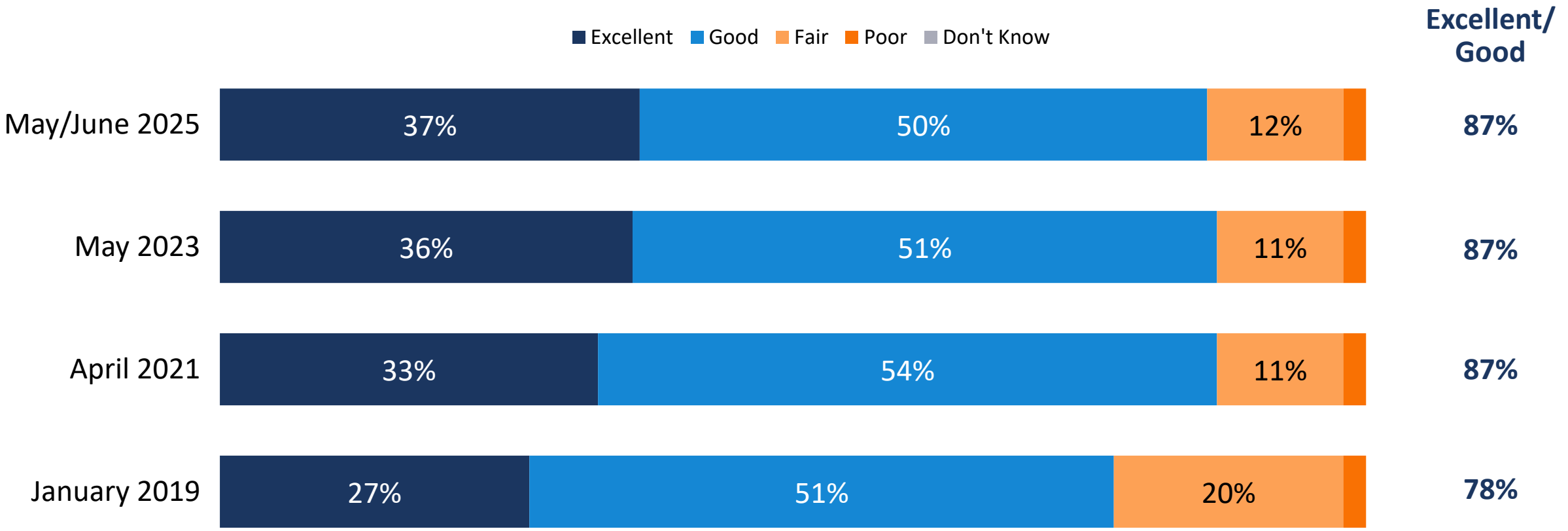
Perceptions of Dublin

Residents overwhelmingly believe that Dublin is an excellent or good place to live – a view consistent with prior years.

In general, would you say that Dublin is an excellent, good, fair, or poor place to live?

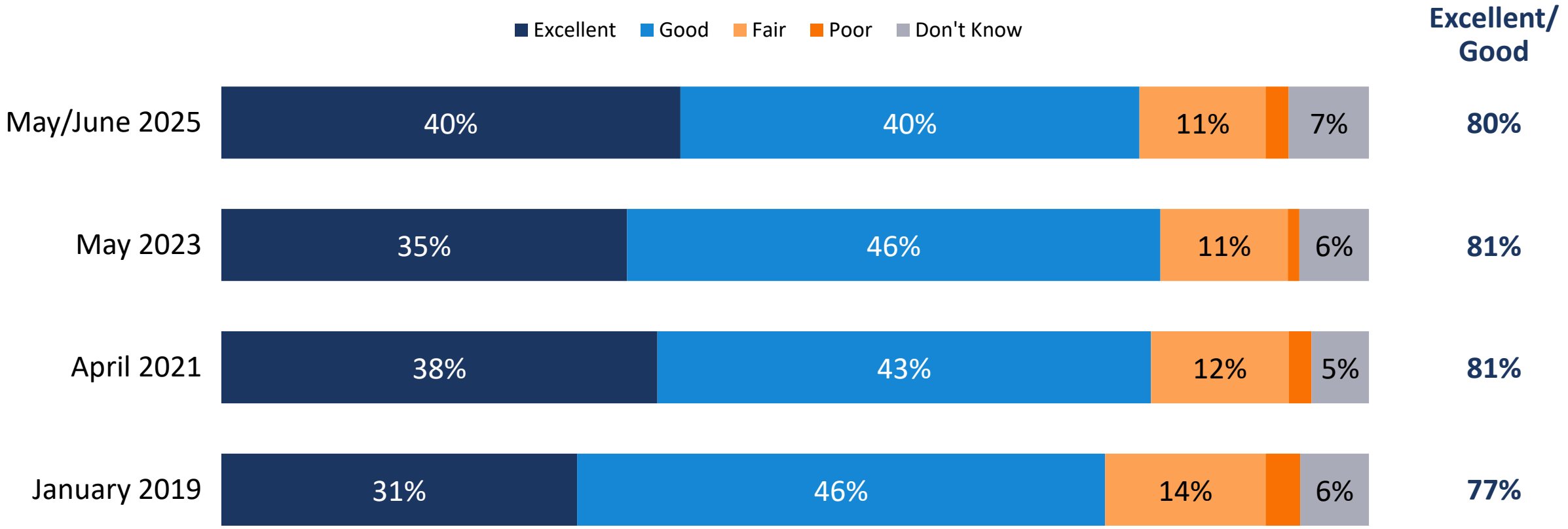


Q2.

895

Residents also continue to view Dublin as an excellent or good place to raise children.

In general, would you say that Dublin is an excellent, good, fair, or poor place to raise children?

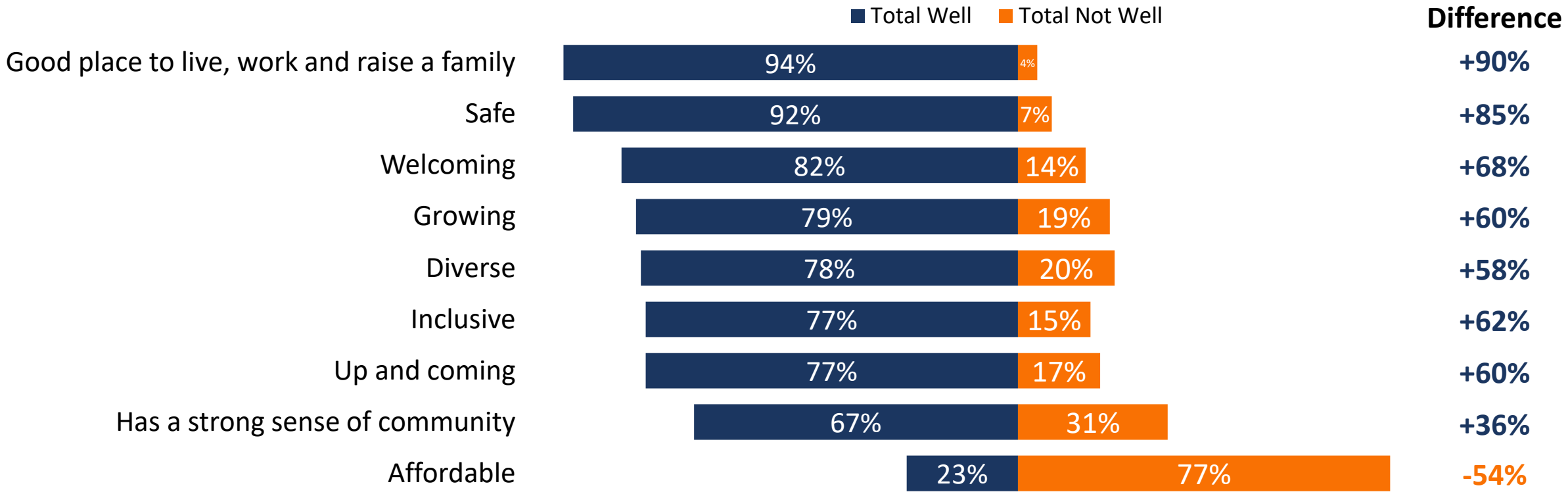


Q3.

896

Residents see Dublin as safe and welcoming – but do not see it as affordable.

Here are some words and phrases that could be used to describe Dublin. Please indicate whether you think it describes Dublin very well, somewhat well, not too well, or not at all well.



Q6. Split Sample

897

Residents are more likely to describe Dublin as "up and coming" than in prior years.

Word/Phrase	Total Well				
	January 2019	April 2021	May 2023	May/June 2025	Difference (2023-2025)
Up and coming	72%	65%	71%	77%	+6%
Safe	89%	93%	89%	92%	+3%
Inclusive	73%	77%	75%	77%	+2%
Good place to live, work, and raise a family	88%	95%	92%	94%	+2%
Welcoming	82%	79%	83%	82%	-1%
Diverse	81%	81%	81%	78%	-3%
Growing	81%	86%	85%	79%	-6%
Affordable	31%	37%	34%	23%	-11%

Q6 a-h. Here are some words and phrases that could be used to describe Dublin. Please indicate whether you think it describes Dublin very well, somewhat well, not too well, or not at all well. Split Sample

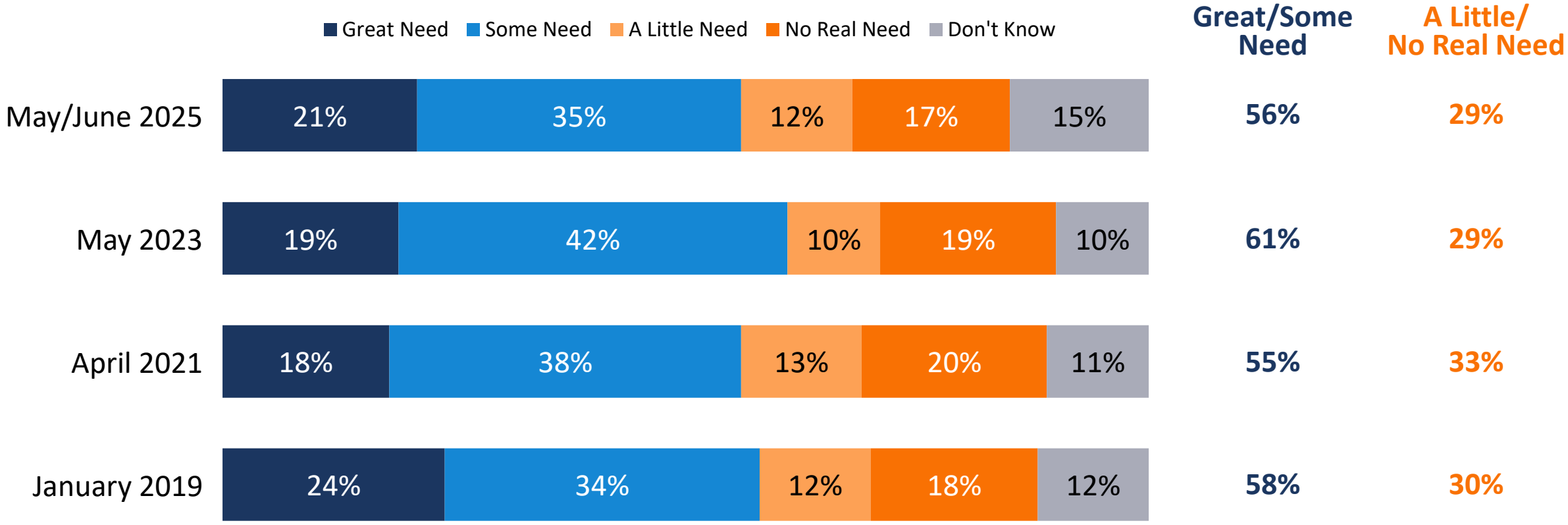
898

DUBLIN
CALIFORNIA

Views of City Government

Nearly three in five see at least some need for additional funding – a view consistent with prior years.

In your personal opinion, do you think there is a great need, some need, a little need, or no real need for additional funds to continue to provide the level of City services that Dublin residents need and want?

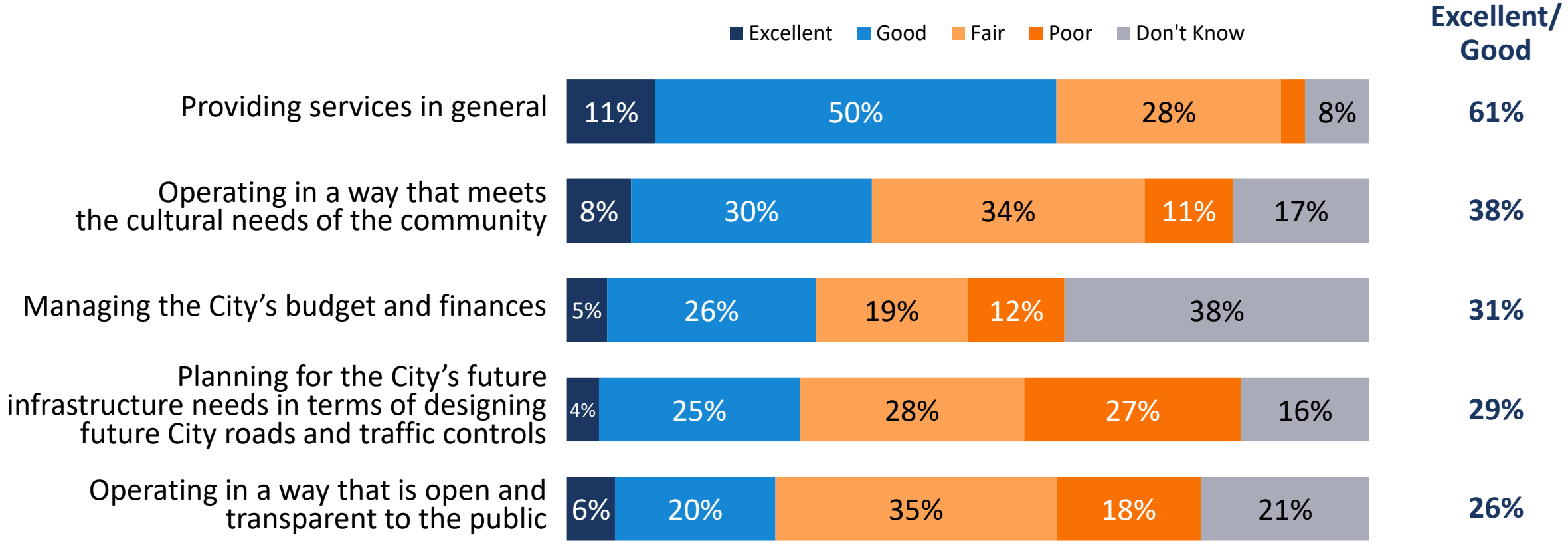


Q4.

900

Residents broadly believe the City is doing a good job providing services generally.

Here is a list of some different functions of Dublin's city government. Please indicate whether you think the City is doing an excellent, good, fair, or poor job in providing that element.



Q7.

901

Residents' perceptions of these functions have changed very little since 2023.

Function	Excellent/Good				
	January 2019	April 2021	May 2023	May/June 2025	Difference (2023-2025)
Managing the City's budget and finances	27%	34%	26%	31%	+5%
Planning for the City's future infrastructure needs, in terms of designing future City roads and traffic controls	23%	34%	27%	29%	+2%
Providing services in general	57%	63%	63%	61%	-2%

Q7. Here is a list of some different functions of Dublin's city government. Please indicate whether you think the City is doing an excellent, good, fair, or poor job in providing that element.
**Wording Slightly Different in Previous Survey*

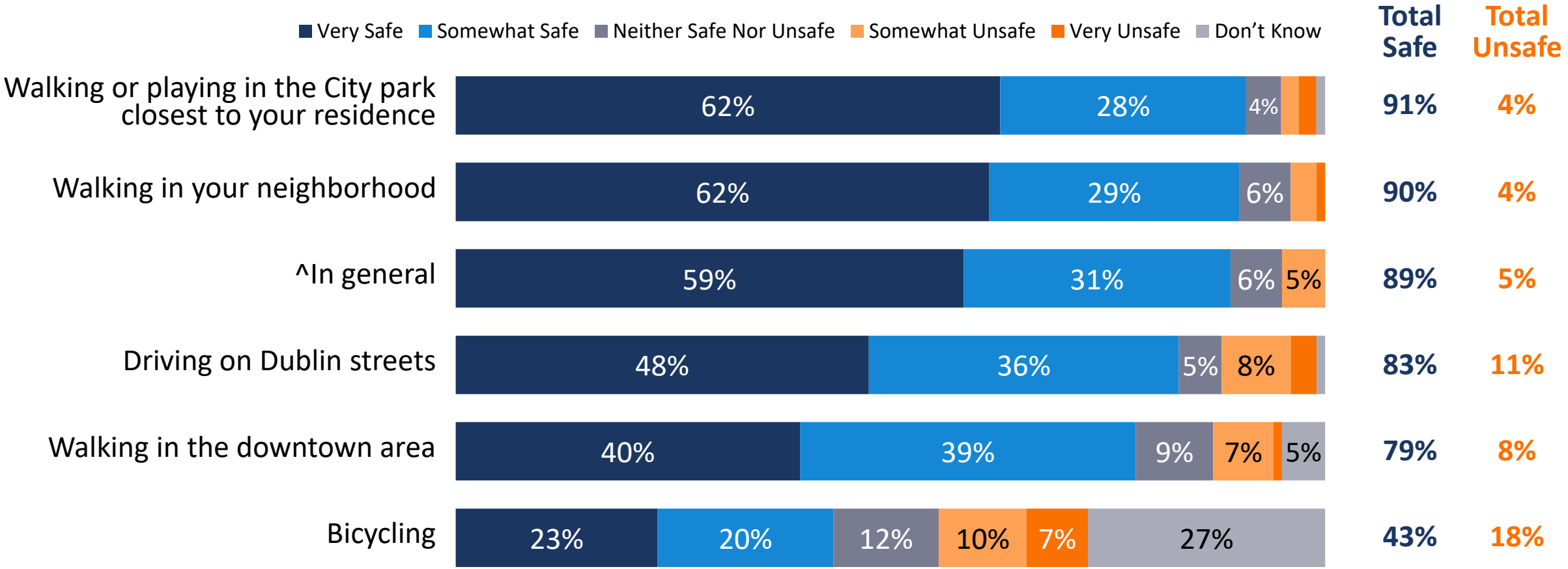
902

DUBLIN
CALIFORNIA

Safety

Residents overwhelmingly feel safe walking in their parks and neighborhoods, driving and in the city generally.

How safe do you feel in Dublin _____? Do you feel very safe, somewhat safe, somewhat unsafe, very unsafe, or neither safe nor unsafe?



Q8. ^Not Part of Split Sample

904

Shifts in the perceptions of safety are minimal.

Activity	Total Safe				
	January 2019	April 2021	May 2023	May/June 2025	Difference (2023-2025)
Walking or playing in the City park closest to your residence	91%	89%	87%	90%	+4%
Walking in the downtown area	82%	75%	76%	79%	+3%
^In general	89%	94%	91%	89%	-2%
Driving on Dublin streets	79%	84%	85%	83%	-2%
Walking in your neighborhood	97%	94%	96%	90%	-6%

Q8. How safe do you feel in Dublin _____? Do you feel very safe, somewhat safe, somewhat unsafe, very unsafe, or neither safe nor unsafe? ^Not Part of Split Sample

905

DUBLIN
CALIFORNIA

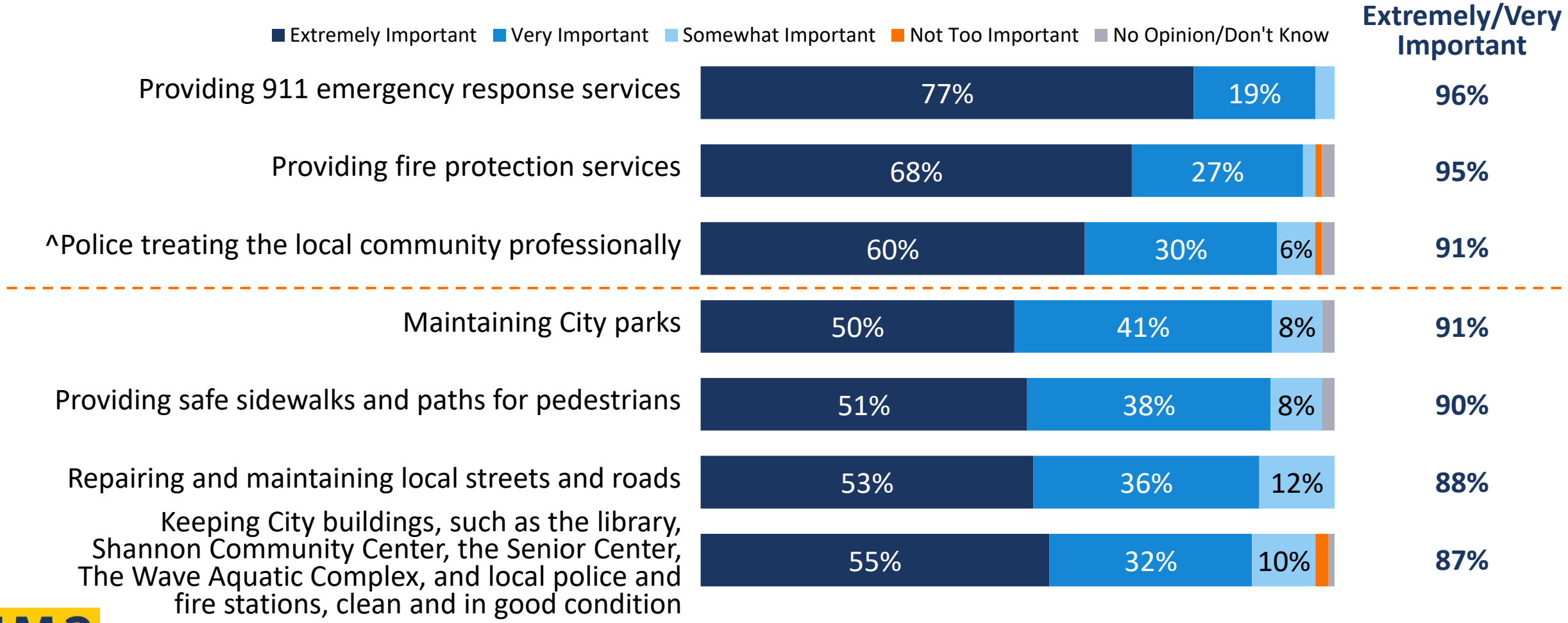
Assessing City Services

Assessing City Services

- ✓ Respondents were asked to rate the **importance** of 22 services and programs that the City provides: is it extremely, very, somewhat or not too important to making Dublin a good place to live?
- ✓ Then they were asked whether they were **satisfied or dissatisfied** with the same list of services and programs.
- ✓ We then looked at the interaction of importance and satisfaction levels to show areas of strength and areas for improvement.

Residents highly value emergency services, fire protection, policing, parks, sidewalks, and streets.

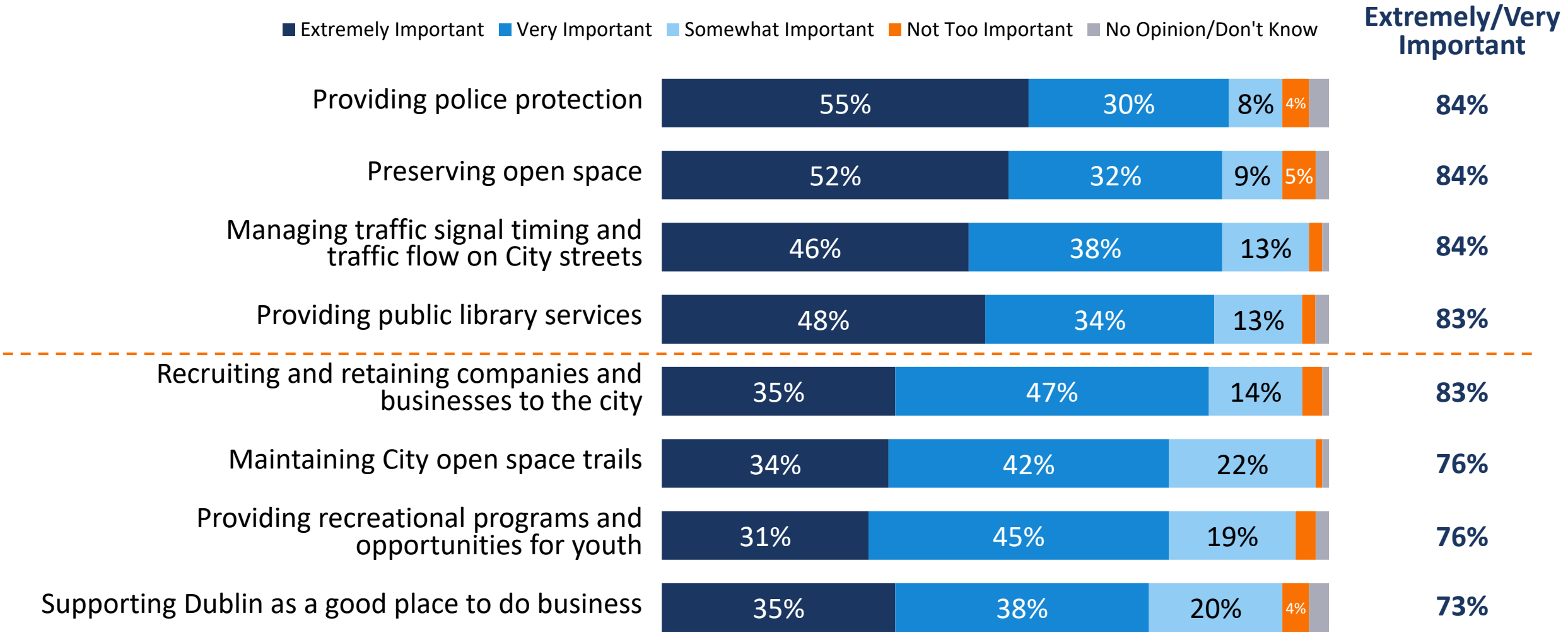
Please consider some specific services provided to Dublin residents. Please indicate how important you feel each service is to making Dublin a good place to live: either extremely important, very important, somewhat important, or not too important.



Q9. ^Not Part of Split Sample

908

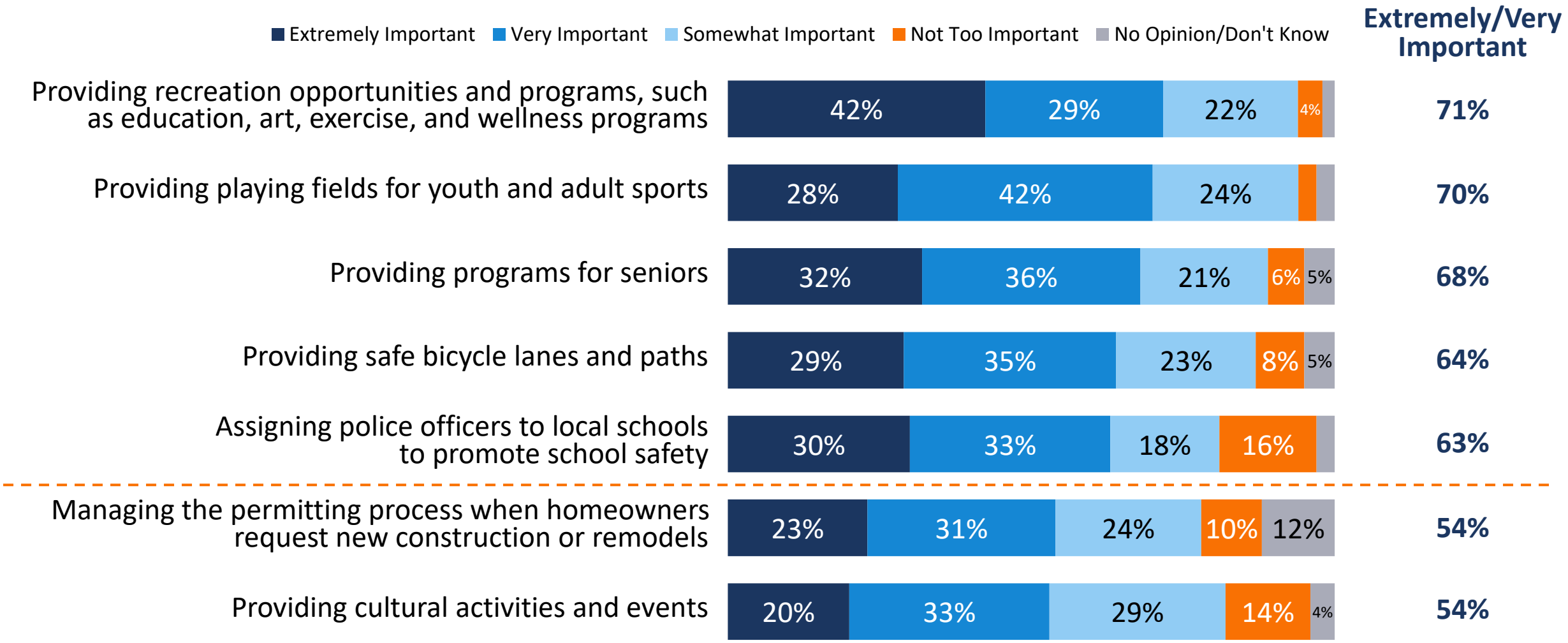
Supporting businesses and youth programs are also important to residents.



Q9. Please consider some specific services provided to Dublin residents. Please indicate how important you feel each service is to making Dublin a good place to live: either extremely important, very important, somewhat important, or not too important. Split Sample

909

Residents value recreation and sports programs with less intensity.

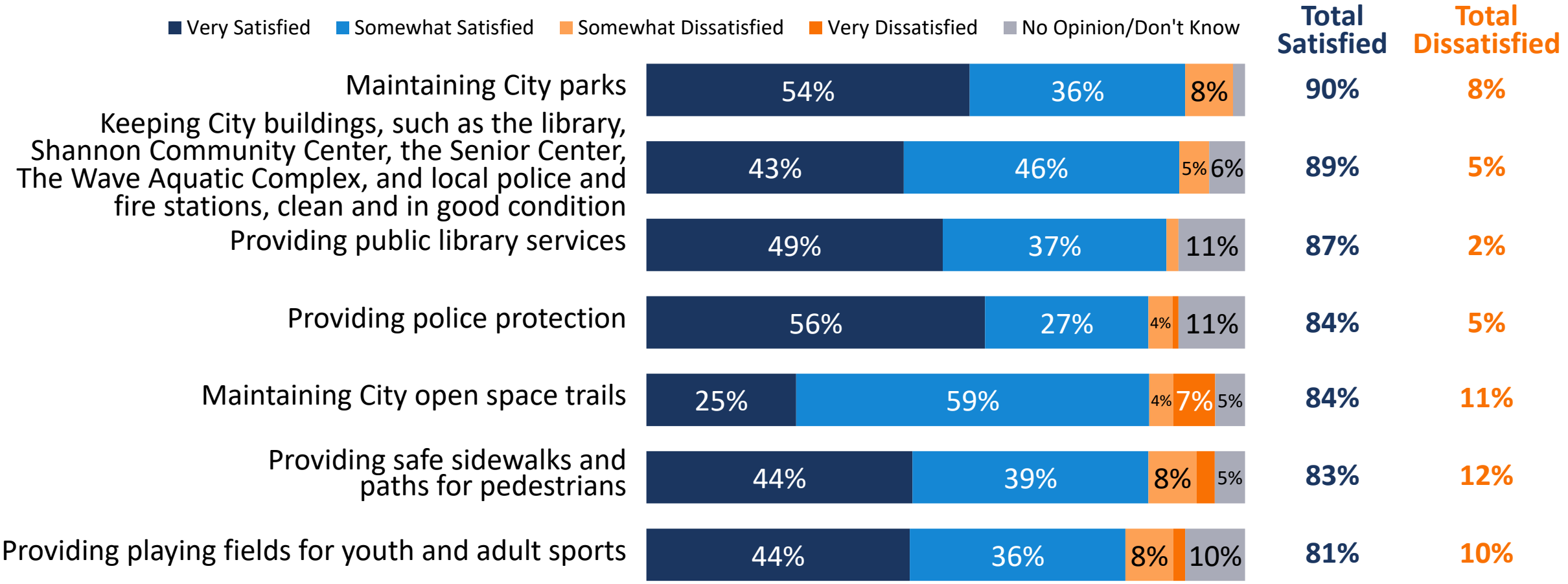


Q9. Please consider some specific services provided to Dublin residents. Please indicate how important you feel each service is to making Dublin a good place to live: either extremely important, very important, somewhat important, or not too important. Split Sample

910

Residents are highly satisfied with parks, City buildings, police protection, pedestrian safety and open space.

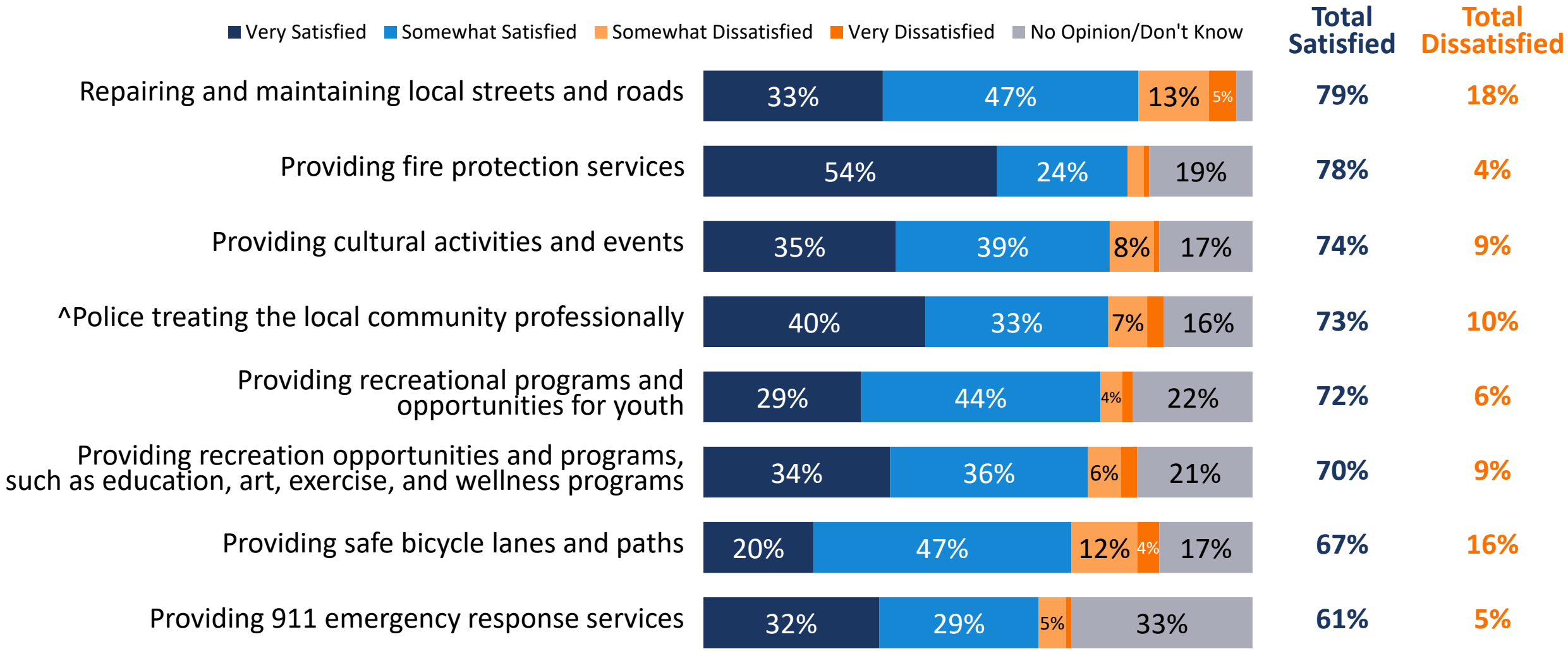
Please consider the same list of services provided to Dublin residents. Please indicate how satisfied you are with that service: either very satisfied, somewhat satisfied, somewhat dissatisfied, or very dissatisfied.



Q10. Split Sample

911

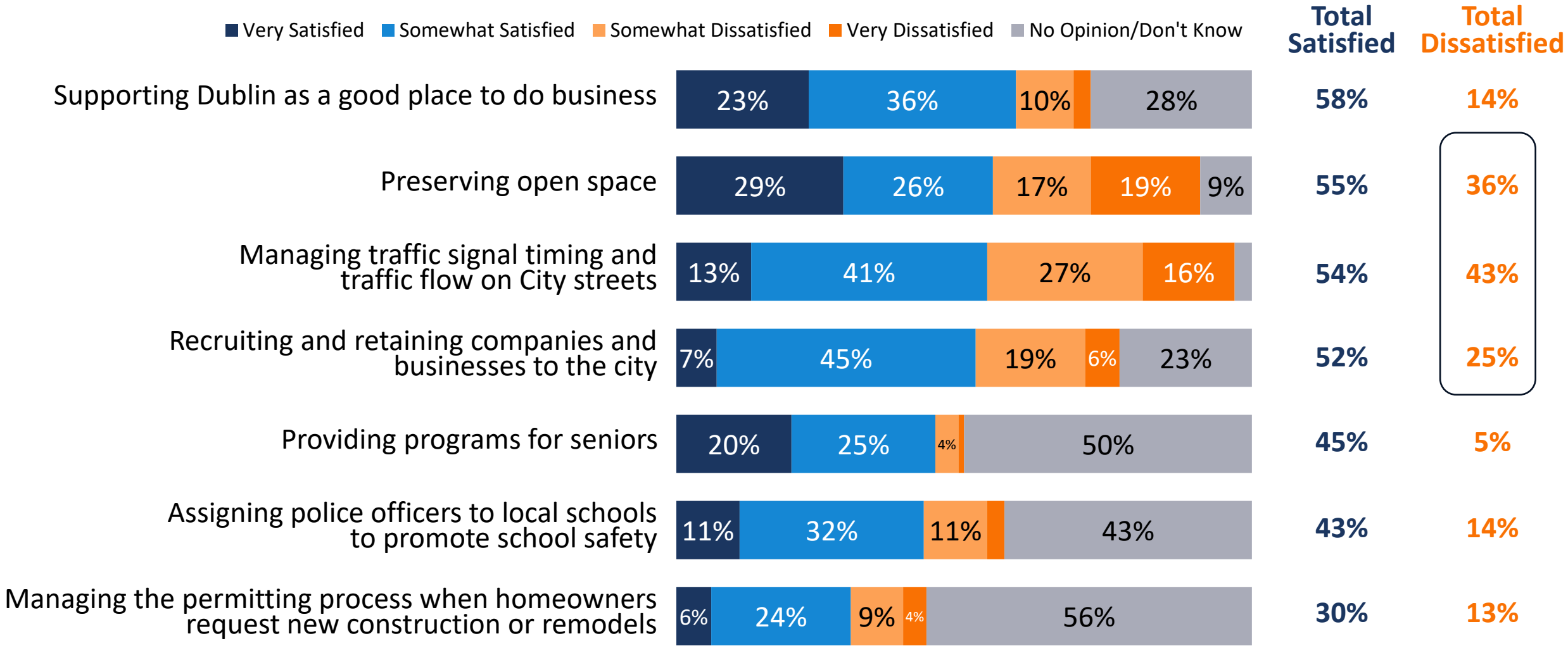
Broad shares are also satisfied with road repairs, fire protection, cultural activities, and police professionalism.



Q10. Please consider the same list of services provided to Dublin residents. Please indicate how satisfied you are with that service: either very satisfied, somewhat satisfied, somewhat dissatisfied, or very dissatisfied.
^Not Part of Split Sample

912

Traffic management, open space preservation, and recruiting business are potential areas for improvement.



Q10. Please consider the same list of services provided to Dublin residents. Please indicate how satisfied you are with that service: either very satisfied, somewhat satisfied, somewhat dissatisfied, or very dissatisfied.
Split Sample

913

FM3 RESEARCH

Residents are more satisfied with public library services and cultural events now than in 2023, and less satisfied with traffic and recruiting business.

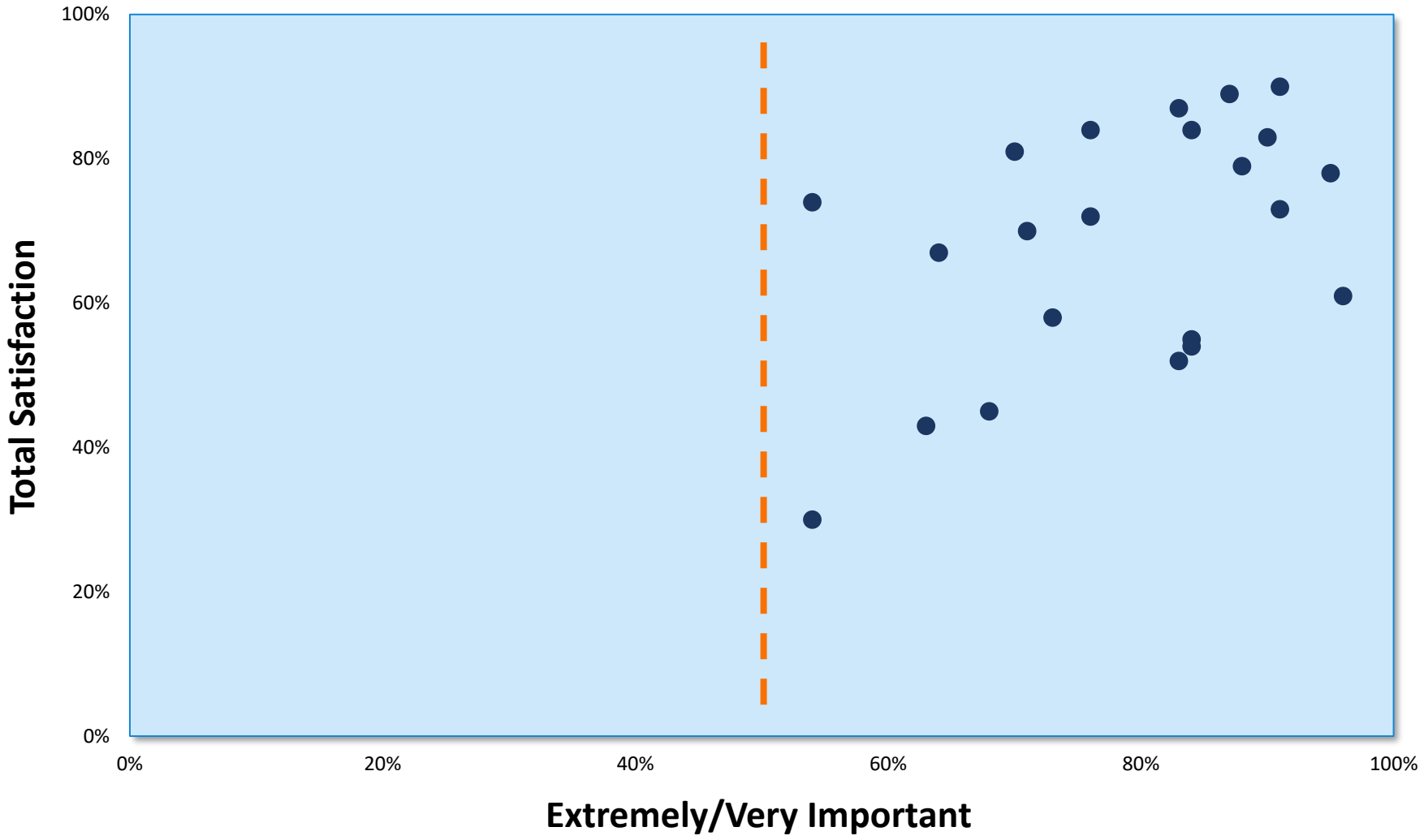
More Satisfied (Change in Total Satisfied)	Less Satisfied (Change in Total Dissatisfied)
Providing public library services (+10)	Managing traffic signal timing and traffic flow on City streets (+6)
Providing cultural events and activities (+5)	Recruiting and retaining companies and businesses to the city (+6)

Q10. Please consider the same list of services provided to Dublin residents. Please indicate how satisfied you are with that service: either very satisfied, somewhat satisfied, somewhat dissatisfied, or very dissati

914

It can be informative to compare importance and satisfaction ratings to see if there are any relative mismatches between importance and satisfaction.

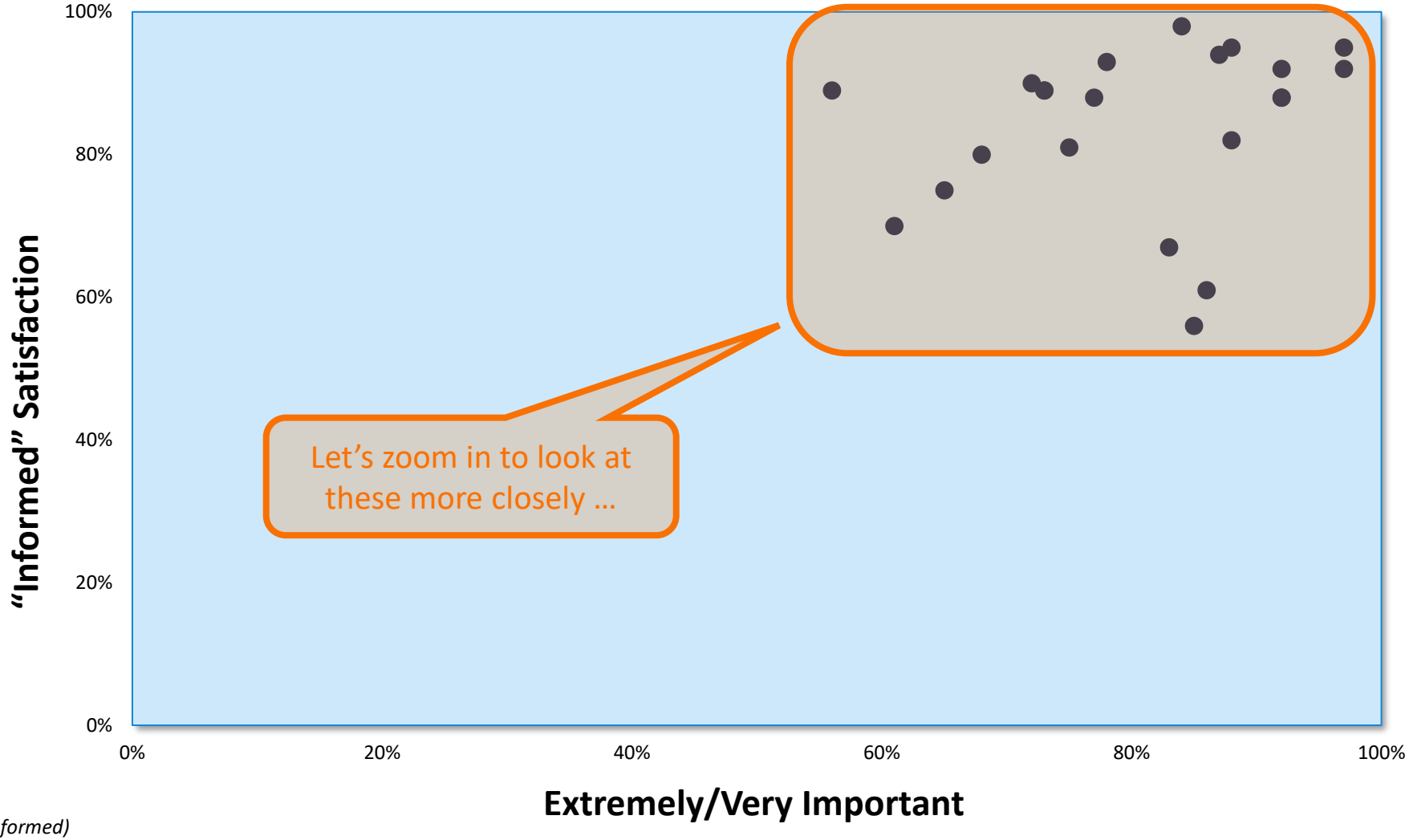
All services are generally seen as important, but given unfamiliarity with some services, satisfaction levels can appear somewhat low.



Q9 & Q10.

916

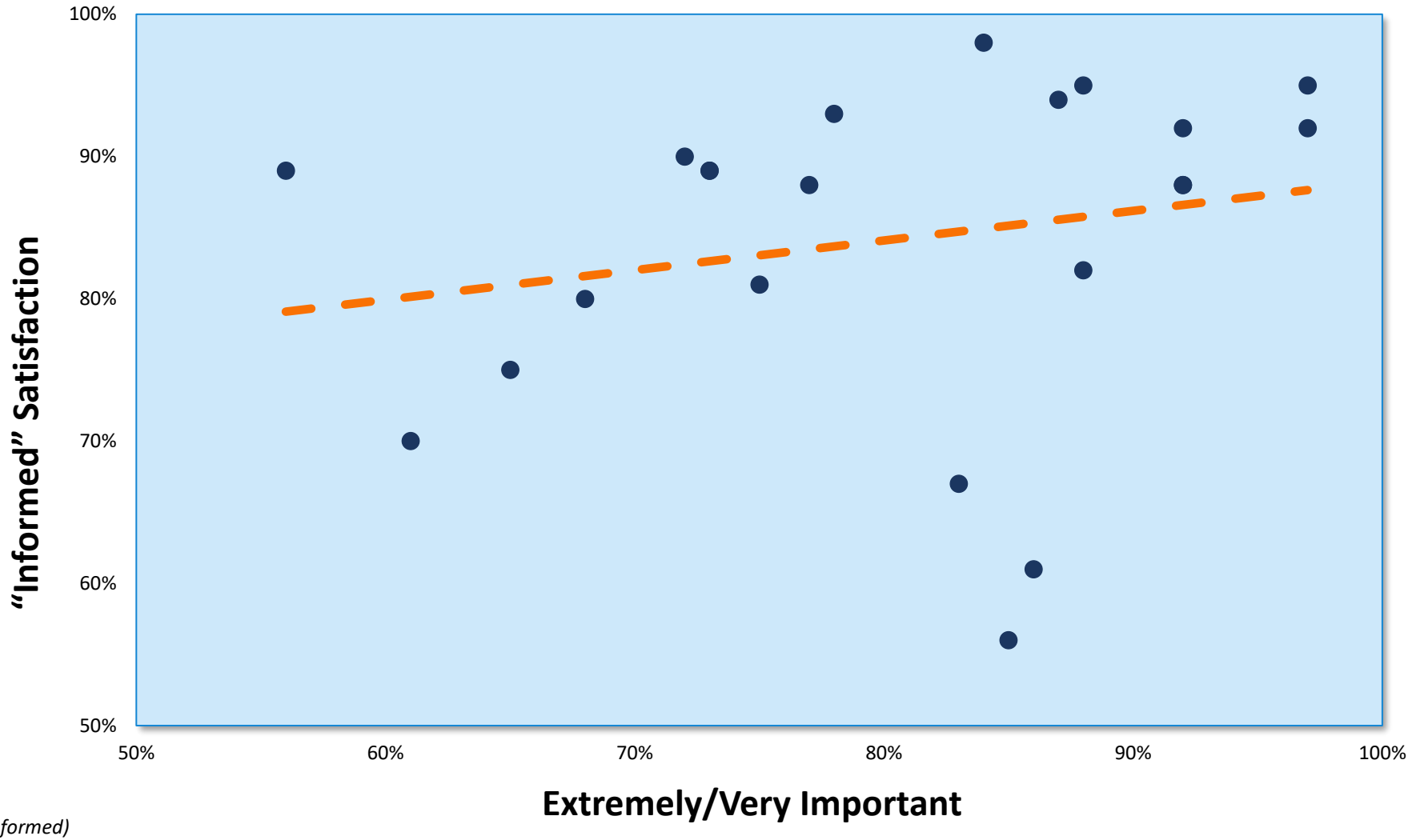
Removing the “don't knows” from the satisfaction ratings to create “informed” satisfaction ratings creates a cluster of services in the upper right.



Q9 & Q10. (Informed)

917

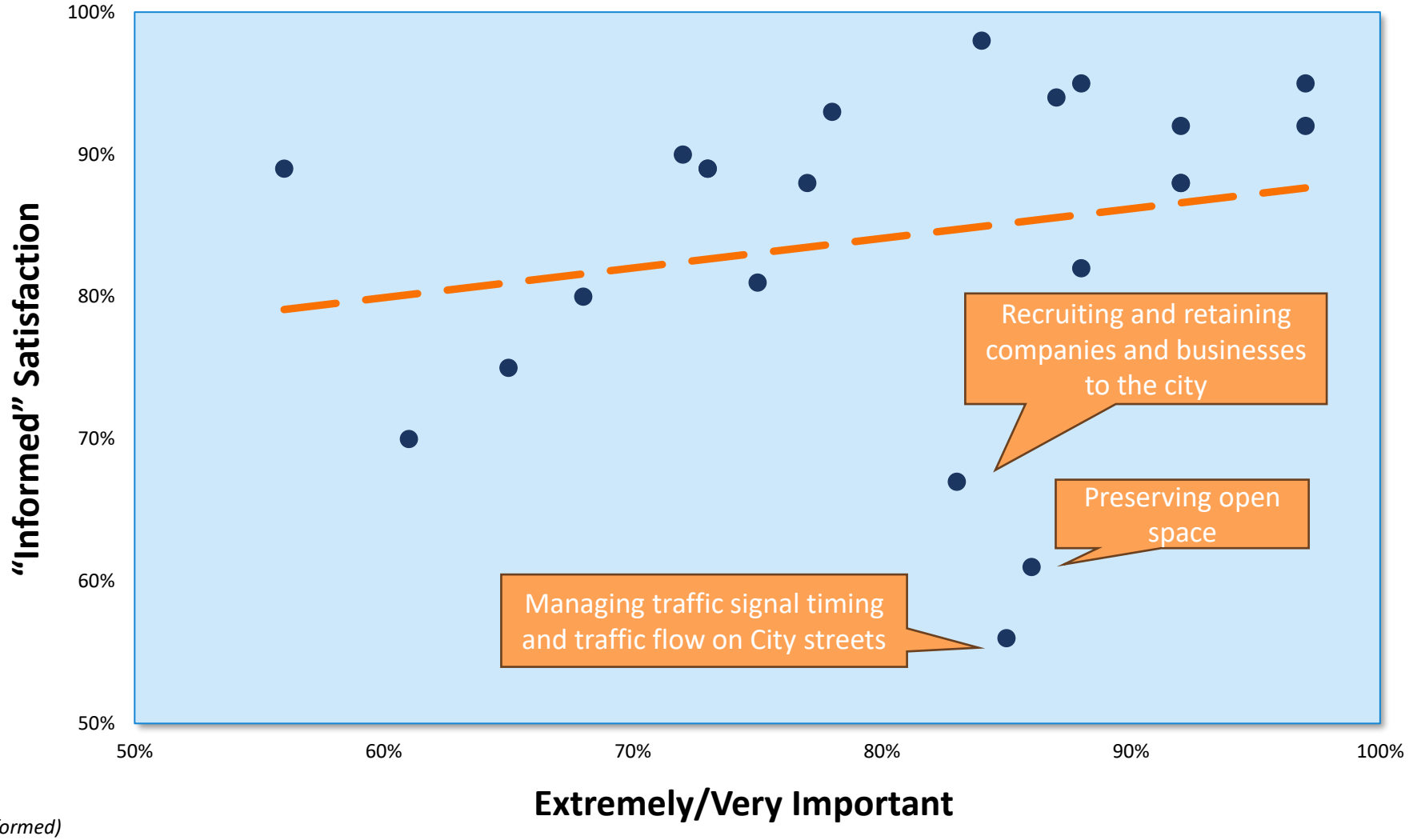
In general, it appears that informed satisfaction levels are highest with services residents deem most important ...



Q9 & Q10. (Informed)

918

The three exceptions are traffic management, preserving open space, and recruiting and maintaining businesses to the City.



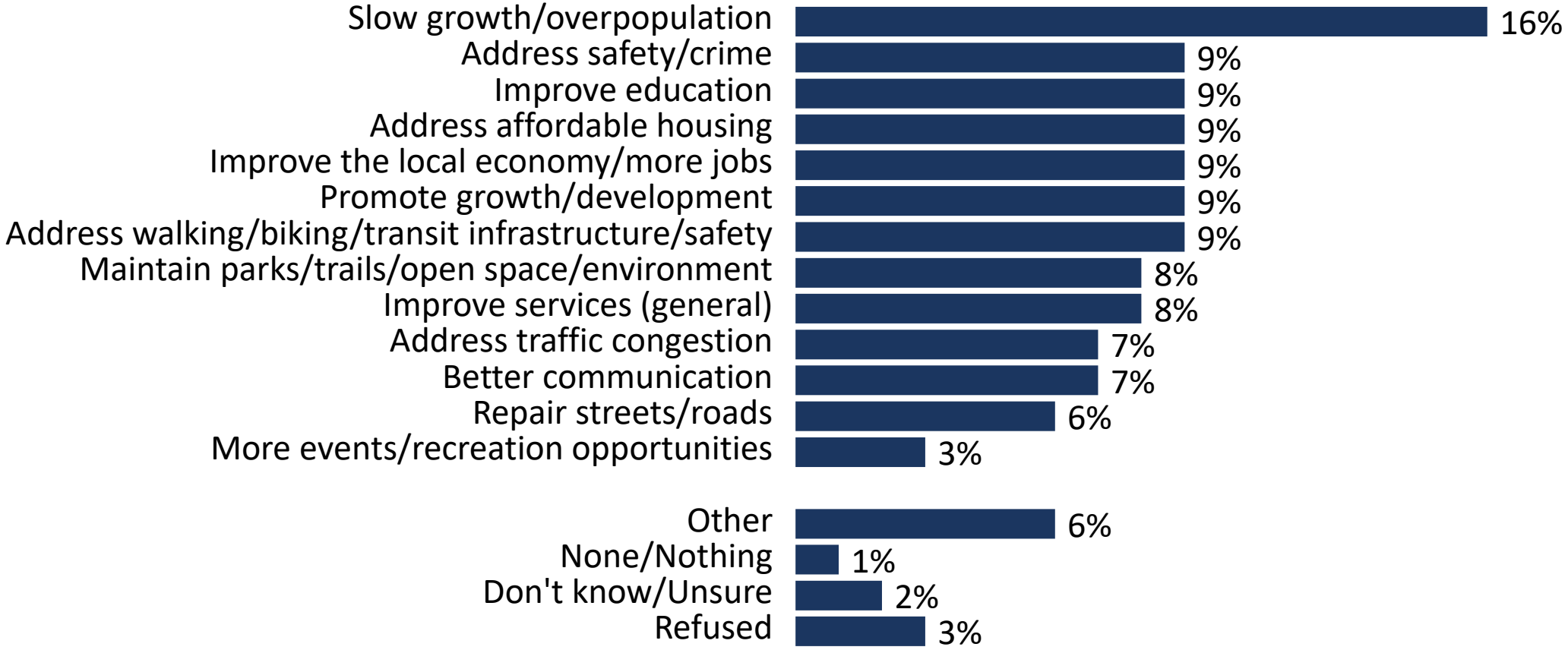
Q9 & Q10. (Informed)

919

Better growth management is a leading suggestion for ways that the City could improve quality of life.

In your opinion, what is the most important thing the City of Dublin can do to improve City services for the people who live and/or work here?

(Open-ended)



Q20.

920

Verbatim Responses from Residents

Improve traffic patterns - takes way too long to get from one side of Dublin to the other.

Don't increase the population without a plan for infrastructure increases (including roads and traffic).

Stop expanding housing and making the city more crowded.

Fix potholes on Dougherty Road near the I-580 exits and Dublin Blvd intersection.

Crack down on racing and unsafe motorists.

Improve the "downtown" experience by attracting decent eateries, restaurants and shops. Fix traffic lights timing sequence.

More affordable housing options and public transit.

Street and road maintenance shouldn't take years.

I think we need a better budget for the schools.

Create "Third Places" and foster a sense of community.

Affordable housing, especially for seniors.

Most important is improving traffic and roads. Second most important for me is adding more retail and restaurants - Dublin should have something similar to Pacific Commons in Fremont.

Maintain and keep clean and safe our city parks daily!

More transparency about activities and offerings. Maybe a "new resident" handbook with details.

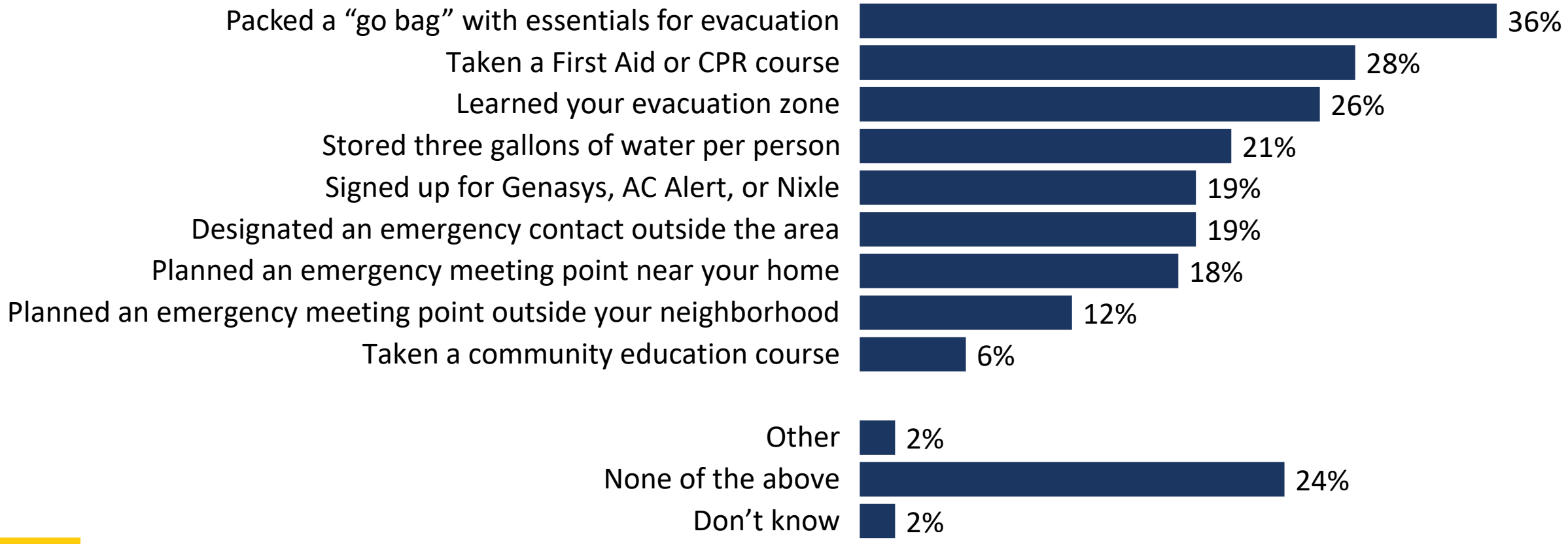
Q20. In your opinion, what is the most important thing the City of Dublin can do to improve City services for the people who live and/or work here?

921

Three quarters of residents have taken some kind of step for emergency preparation.

Which of the following steps have you and your family taken to prepare for wildfires, earthquakes, and other types of natural and human-caused emergencies and disasters in Dublin?

(Multiple Responses Accepted)



Q18.

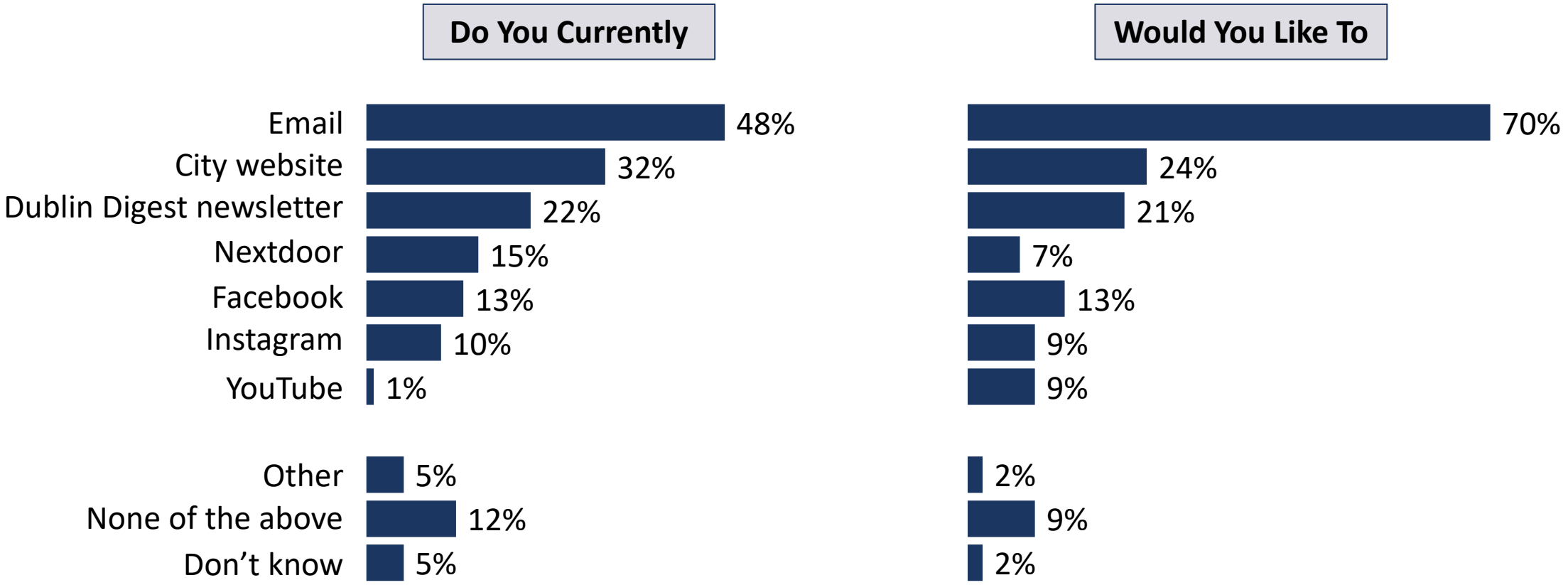
922

DUBLIN
CALIFORNIA

Communications

Email is the most preferred form and most currently used form of communications from the City.

*How **(HALF SAMPLE:** do you currently**) (HALF SAMPLE:** would you like to**)** receive communications from the City of Dublin?*

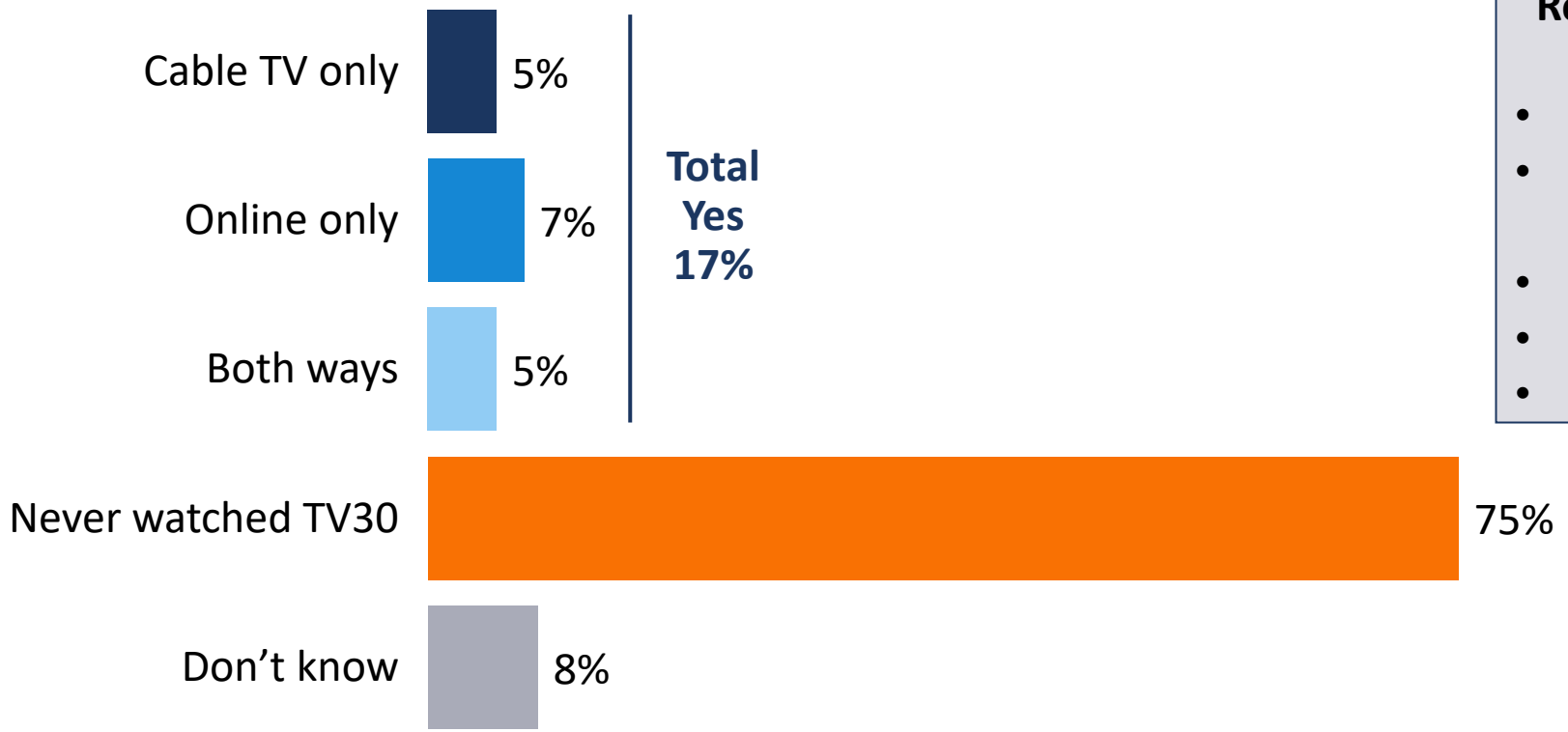


Q19 Split A & Split B.

924

Just under one fifth have watched Tri-Valley Community Television.

Have you ever watched anything on Tri-Valley Community Television, either on cable television or online?



Residents most likely to have watched Tri-Valley Community Television:

- Have lived in Dublin for over 30 years
- Have a household income of $100,000 or less
- Are ages 65-74
- Are women without children
- Are renters

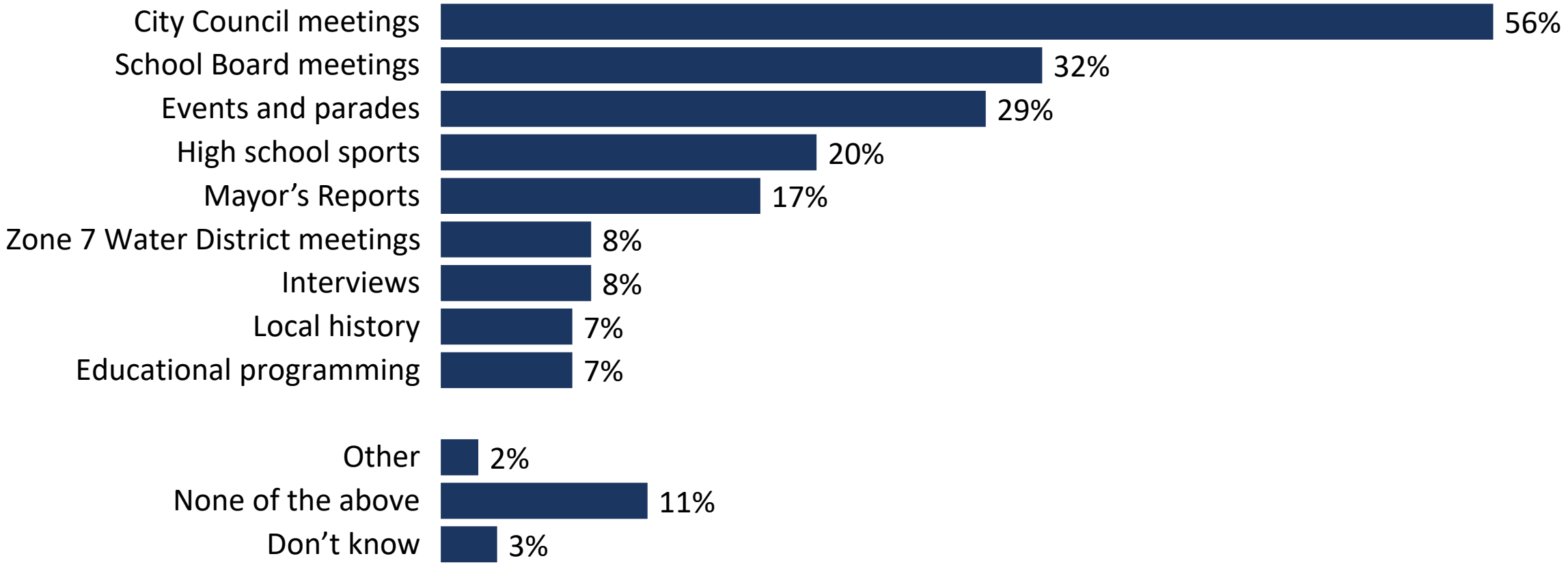
Q15.

925

Those who have watched Tri-Valley Community Television largely report watching City Council meetings.

Which of the following programs have you watched on Tri-Valley Community Television?

(Open-ended; Asked of Those Who Have Watched Tri-Valley Community Television Only, n=76)



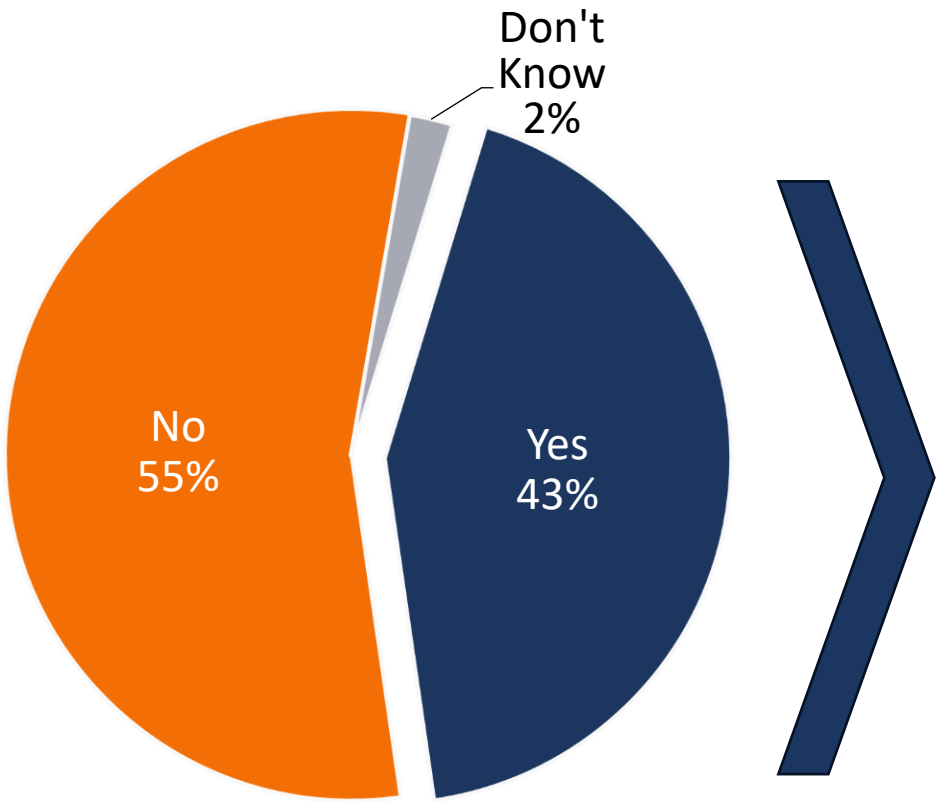
Q16.

926

Interactions with the City

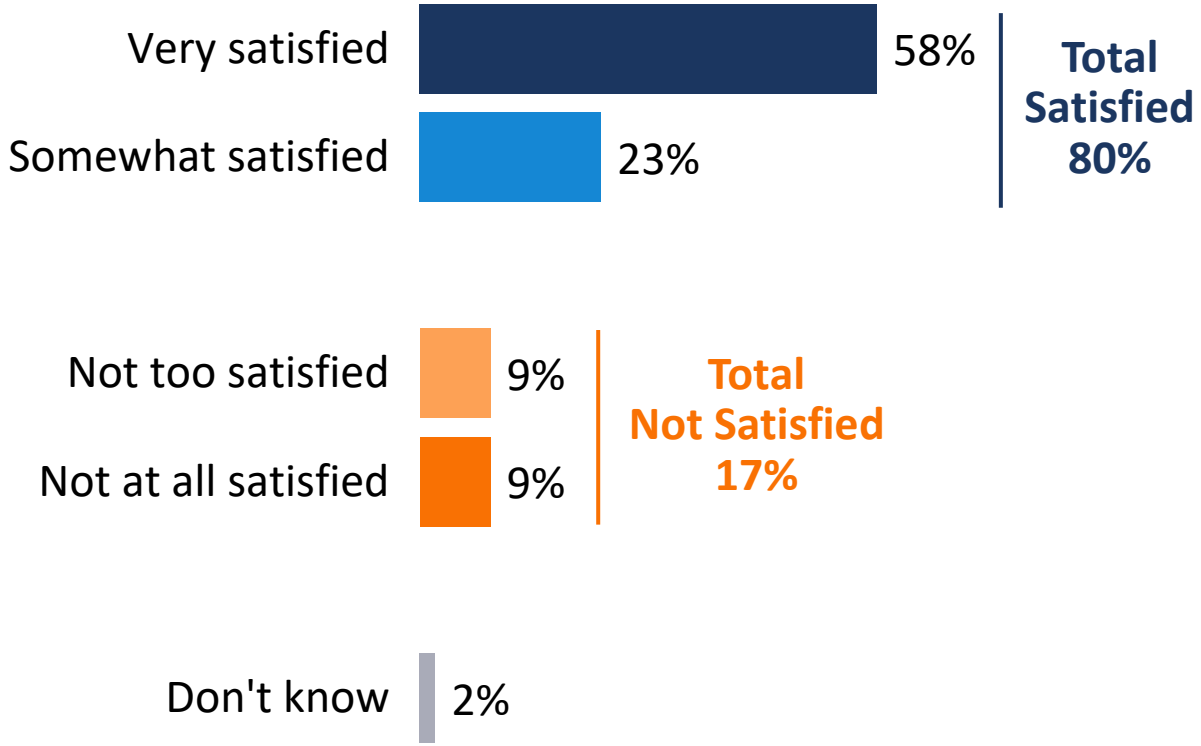
Those who have contacted a City department recently are broadly satisfied with the customer service they received.

Over the last two years, have you had contact with a City department or agency in person, on the phone, or via email?



Would you say that you were very satisfied, somewhat satisfied, not too satisfied, or not at all satisfied with the overall level of customer service you received?

(Asked of Those Who Had Contact, n=192)



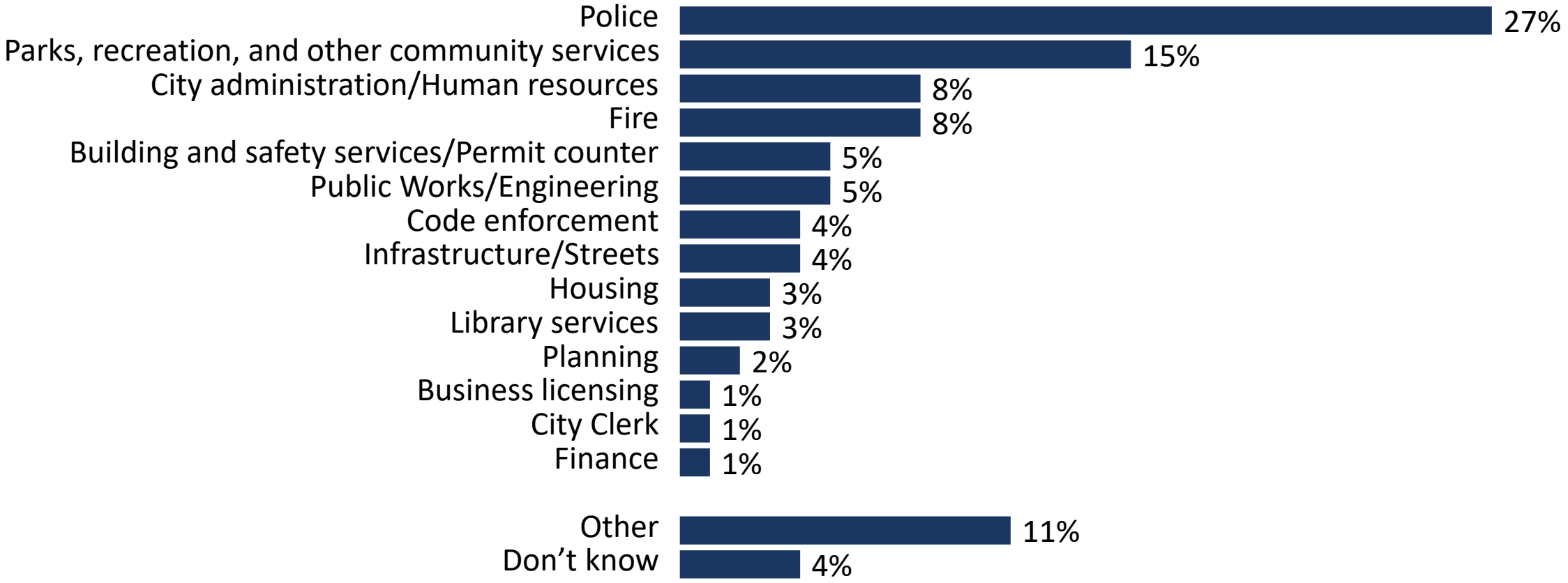
Q11 & Q13.

928

Residents are most likely to have contacted the police department.

With which department or agency did you <u>most recently</u> have contact?

(Open-ended; Asked of Those Who Have Had Contact Only, n=192)



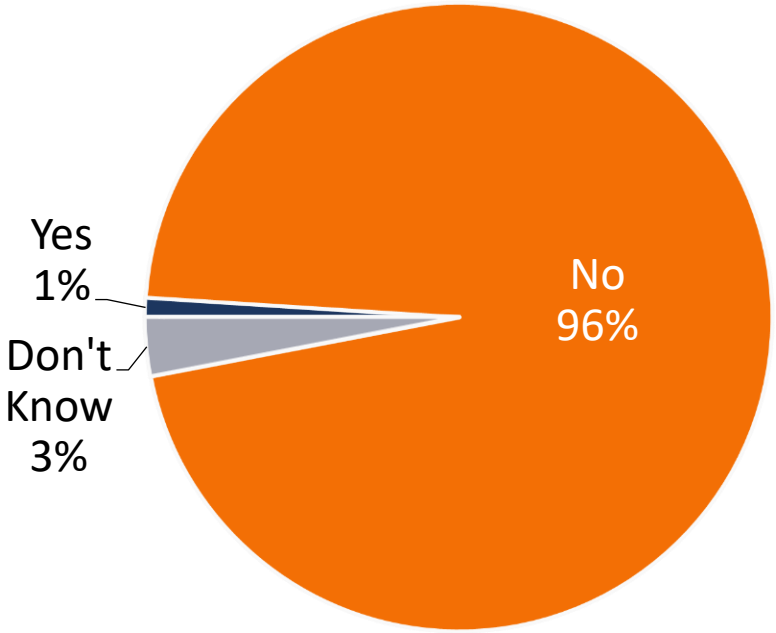
Q12.

929

Very few foreign language speakers have experienced language barrier while accessing City services.

Has language ever been a barrier for you in accessing City services or information?

(Asked of Those Who Speak Non-English Language, n=216)



48% of respondents speak a second language at home, the most prominent being Chinese, Hindi, and Spanish.

Those most likely to experience a language barrier:

- **Are white residents**
- **Are non-college educated women**
- **Have some college education**
- **Are women over age 50**

Q14.

930

Conclusions

Conclusions

- Residents continue to report being very happy with life in Dublin: they feel it's a great place to live and raise a family, that it's safe, and give good ratings on job performance and customer service.
- They see the city as diverse, welcoming, growing, and "up and coming," but at the same time, they are concerned about cost of living (housing particularly) and traffic.
- Residents value emergency services and maintaining parks, sidewalks, and streets, and also give the City high marks for provision of these services.
- At the same time, there is room for improvement in how the City manages traffic, preserves open space, and attracts and retains businesses, as well as how it operates transparently.
- Three quarters of residents have taken measures to prepare for emergencies and natural disasters. The most popular measures include packing a go-bag and taking a first aid course.
- Residents prefer the City communicate to them via email; three-quarters say they have never watched Tri-Valley Community Television.

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