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

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

DUBLIN
CALIFORNIA

**Regular Meeting of the**
**DUBLIN CITY COUNCIL**

**Tuesday, December 2, 2025**

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

**CLOSED SESSION 6:15 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 tv28live.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, December 2, 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 6:15 PM

**I. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 1 case

## REGULAR MEETING 7:00 PM

## 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

## 2. REPORT ON CLOSED SESSION

## 3. PRESENTATIONS AND PROCLAMATIONS

**3.1 Recognition of Divyansh Agrawal, Finalist for the International Children's Peace Prize**
The City Council will present a commendation to Divyansh Agrawal, a Dublin resident and student, in recognition of his achievement as a finalist for the 2025 International Children's Peace Prize. This honor celebrates his exceptional dedication to promoting peace, justice, and positive change among youth globally.
**STAFF RECOMMENDATION:**
Present the commendation.
Staff Report
Attachment 1 - Commendation in Recognition of Divyansh Agrawal as a Finalist for the 2025 International Children's Peace Prize

**3.2 Presentation of Banners to 2025 Military Banner Program Honorees**
The City Council will present the 2025 Military Banner Program honorees with their individual banners. The Military Banner Program honors active-duty military personnel and veterans that reside in Dublin, have immediate family residing in Dublin, or have had a long-term, positive impact on the Dublin community.
**STAFF RECOMMENDATION:**
Present the banners and certificates.
Staff Report
Attachment 1 - 2025 Military Banner Program Walking Tour Map
Item 3.2 PowerPoint Presentation

**3.3 Employee Introductions**
New City of Dublin staff member, Ben Keisic, Parks and Community Services Manager, will be introduced. In addition, Amy Million's promotion to Community Development Director will be recognized.
**STAFF RECOMMENDATION:**
Welcome the new City of Dublin staff member and congratulate Amy on her promotion.
Staff Report

## 4. PUBLIC COMMENT

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

to the proper procedure to place an item on a future City Council agenda. The exceptions under which the City Council MAY discuss and/or take action on items not appearing on the agenda are contained in Government Code Section 54954.2(b)(1)(2)(3).

## 5. CONSENT CALENDAR

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

### 5.1 Approval of November 18, 2025 Regular City Council Meeting Minutes

The City Council will consider approving the minutes of the November 18, 2025 Regular City Council Meeting.

**STAFF RECOMMENDATION:**

Approve the minutes of the November 18, 2025 Regular City Council Meeting.

Staff Report

Attachment 1 - November 18, 2025 Regular City Council Meeting Minutes

### 5.2 Mape Memorial Park Pathway Relocation Project, CIP No. GI0221, Acceptance of Work

The City Council will consider accepting the Mape Memorial Park Pathway Relocation Project. The project consisted of removing and relocating a portion of the concrete pathway and cable fencing at the southeastern corner of Mape Memorial Park. The work also included modifications to the irrigation system, relocation of an existing bench, installation of a new multi-stream trash receptacle, and related landscaping modifications.

**STAFF RECOMMENDATION:**

Adopt the **Resolution** Accepting the Mape Memorial Park Pathway Relocation Project, CIP No. GI0221.

Staff Report

Attachment 1 - Resolution Accepting Mape Memorial Park Pathway Relocation Project, CIP No. GI0221

Attachment 2 - CIP No. GI0221

### 5.3 Temporary Art Selection - Wine Barrel Art Project

The City Council will consider approving the Heritage and Cultural Arts Commission's recommended design proposals for the Wine Barrel Art Project, which is the temporary art program for Fiscal Year 2025-26.

**STAFF RECOMMENDATION:**

Approve the Heritage and Cultural Arts Commission's Wine Barrel Art Project recommendations.

Staff Report

Attachment 1 - Recommended Design Proposals

### 5.4 Summary Vacation of Public Utility Easements Located in Tract 8372 at the Boulevard Development

The City Council will consider approving a summary vacation of portions of public utility easements on Lots 64, 68, and 75 of Tract 8372, which is part of the Boulevard development. The easements have not been used for the purpose for which they were dedicated and are no longer needed.

**STAFF RECOMMENDATION:**
Adopt the **Resolution** Summarily Vacating Public Utility Easements on Lots 64, 68, and 75 of Tract 8372.
Staff Report
Attachment 1 - Resolution Summarily Vacating Public Utility Easements on Lots 64, 68, and 75 of Tract 8372
Attachment 2 - Exhibit A to the Resolution - Legal Description and Plats of Public Utility Easement

**5.5 Annual Report of Developer Impact Fee Funds Deposits: Pursuant to California Government Code Sections 66002, 66006, and 66008 (AB 1600)**
State law requires the City to review and report on an annual basis the status of development fees collected to finance public improvements. The report covers activity which occurred in these funds during Fiscal Year 2024-25. The analysis has determined that all funds held for more than five years are necessary to complete identified projects.
**STAFF RECOMMENDATION:**
Accept the report and adopt the **Resolution** Making Findings Regarding Unexpended Traffic Impact Fees for Fiscal Year 2024-25 and approve the budget change.
Staff Report
Attachment 1 - Resolution Making Findings Regarding Unexpended Traffic Impact Fees for Fiscal Year 2024-25
Attachment 2 - Annual Report of Developer Impact Fee Funds for the Year Ended June 30, 2025
Attachment 3 - Budget Change Form

**5.6 Amendment to the Agreement with Workforce Integrity and Training Solutions for Community Workforce Agreement Administration and Implementation Services**
The City Council will consider amending the agreement with Workforce Integrity and Training Solutions for Community Workforce Agreement Administration and Implementation Services.
**STAFF RECOMMENDATION:**
Adopt the **Resolution** Approving an Amendment to the Agreement with Workforce Integrity and Training Solutions for Community Workforce Agreement Administration and Implementation Services.
Staff Report
Attachment 1 - Resolution Approving an Amendment to the Agreement With Workforce Integrity and Training Solutions for Community Workforce Agreement Administration and Implementation Services
Attachment 2 - Exhibit A to the Resolution - First Amendment to the Consulting Services Agreement between the City of Dublin and Workforce Integrity and Training Solutions
Attachment 3 - Consulting Services Agreement between the City of Dublin and Workforce Integrity and Training Solutions for Community Workforce Agreement Administration and Implementation Services
Attachment 4 - Community Workforce Agreement between the City of Dublin and the Building and Construction Trades Council of Alameda County and Its Affiliated Local Unions

**5.7 Resolution Declaring the City of Dublin's Assumption of Workers' Compensation Liability as a Self-Insured Employer**

The City Council will consider approval of a Resolution formally declaring the City of Dublin's assumption of legal responsibility for workers' compensation liabilities as a self-insured employer. The proposed Resolution is required by the California Office of Self-Insurance Plans as part of the City's application to obtain a Certificate of Consent to Self-Insure. Approval of this Resolution supports the transition to the self-funded workers' compensation program previously authorized by the City Council on November 18, 2025.

**STAFF RECOMMENDATION:**

Adopt the **Resolution** Declaring the City of Dublin's Assumption of Workers' Compensation Liability as a Self-Insured Employer, Authorizing Self-Funded Workers' Compensation Operations, and Directing Related Actions.

Staff Report

Attachment 1 - Resolution Declaring the City of Dublin's Assumption of Workers' Compensation Liability as a Self-Insured Employer, Authorizing Self-Funded Workers' Compensation Operations, and Directing Related Actions

Attachment 2 - Exhibit A to the Resolution - Certification Statement

Attachment 3 - November 18, 2025 Staff Report (without attachments)

## 6. PUBLIC HEARING

**6.1 Amendments to the Downtown Dublin Specific Plan and Dublin Municipal Code for Outdoor Live Entertainment (PLPA-004212-2025)**

The City Council will consider City-initiated amendments to the Downtown Dublin Specific Plan (DDSP) and the Zoning Ordinance to permit Outdoor Live Entertainment as an allowed use. The proposed amendments include updates to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), and Chapter 8.116 (Zoning Clearance), the addition of Chapter 8.41 (Outdoor Live Entertainment), and amendments to DDSP Section 3.4 (Land Use Designations). Staff recommends that the project be found exempt from the California Environmental Quality Act (CEQA).

**STAFF RECOMMENDATION:**

Conduct the public hearing, deliberate and 1) Adopt the **Resolution** Amending the Downtown Dublin Specific Plan to add Outdoor Live Entertainment as an Allowed Use, and 2) Waive the reading and introduce an **Ordinance** Approving Amendments to the Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.116 (Zoning Clearance), the Addition of Chapter 8.41 (Outdoor Live Entertainment) to add Outdoor Live Entertainment as an Allowed Use and Establish Development Standards.

Staff Report

Attachment 1 - Resolution Amending the Downtown Dublin Specific Plan to add Outdoor Live Entertainment as an Allowed Use

Attachment 2 - Ordinance Approving Amendments to the Dublin Municipal Code to add Outdoor Live Entertainment as an Allowed Use and Establish Development Standards

Attachment 3 - Planning Commission Resolution No. 25-04

Attachment 4 - Outdoor Entertainment Regulations: Regional Comparison

Attachment 5 - DDSP Amendments and Dublin Municipal Code Amendments Redlined Pages

Attachment 6 - Noise Ordinance

Attachment 7 - Public Comments

Item 6.1 PowerPoint Presentation

Item 6.1 SB 343

**6.2 Zoning Ordinance Amendment to Chapter 8.84 (Sign Regulations) (PLPA-004290-2025)**

The City Council will consider City-initiated amendments to Dublin Municipal Code Chapter 8.84 (Sign Regulations). The proposed amendments address direction from the City Council to amend the regulation for Temporary Non-Commercial Signs, and other Staff-initiated amendments that are intended to bring greater clarity and consistency to existing regulations. The City Council will also consider an exemption from the requirements of the California Environmental Quality Act.

**STAFF RECOMMENDATION:**

Conduct a public hearing, deliberate, waive the reading and introduce an **Ordinance** Approving Amendments to Dublin Municipal Code Chapter 8.84 (Sign Regulations).

Staff Report
Attachment 1 - Ordinance Approving Amendments to Dublin Municipal Code 8.84 Sign Regulations
Attachment 2 - Redlined Zoning Ordinance Amendments
Attachment 3 - Planning Commission Resolution No. 25-05
Attachment 4 - City Council Staff Report dated September 2 2025
Item 6.2 PowerPoint Presentation

**7. UNFINISHED BUSINESS - None**

**8. NEW BUSINESS**

**8.1 Approval of Memorandum of Understanding with La Familia for a Substance Use Disorder Treatment Facility**

The City Council will consider approving a Memorandum of Understanding with La Familia, a 501(c)(3) nonprofit organization based in Hayward that provides substance use disorder treatment services throughout the Bay Area, for the construction of a Substance Use Disorder Treatment Facility in unincorporated Alameda County. The treatment facility will include residential treatment, detoxification, and a sobering facility for impacted individuals in the Tri-Valley region.

**STAFF RECOMMENDATION:**

Adopt the **Resolution** Approving the Memorandum of Understanding With La Familia for a Substance Use Disorder Treatment Facility.

Staff Report
Attachment 1 - Resolution Approving the Memorandum of Understanding with La Familia for a Substance Use Disorder Treatment Facility
Attachment 2 - Memorandum of Understanding between the City of Dublin and La Familia for a Substance Use Disorder Treatment Facility
Attachment 3 - June 6, 2025 Request Letter from La Familia
Item 8.1 -PowerPoint Presentation

**8.2 Exterior Improvements Project, CIP No. GI0125, GI0223, and GI0423 - Approval of Agreement with Plant Construction Company, L.P. for Design-Build Services in a Progressive Design-Build Delivery Method and Approval of a Budget Change.**

The City Council will consider approving an agreement with Plant Construction Company, L.P. for Progressive Design-Build for the Exterior Improvements Project, CIP Nos. GI0125, GI0223, and GI0423. This project includes the design and construction of various exterior improvements to and preventative maintenance of the following city facilities: Civic Center, Library, Clock Tower, Kolb House Museum, Kolb House Restroom, Sunday School Barn,

Murray Schoolhouse Museum and outbuildings, Old St. Raymond's Church, Senior Center, The Wave, Fire Stations 16, 17, and 18.

**STAFF RECOMMENDATION:**

Adopt the **Resolution** Approving an Agreement with Plant Construction Company, L.P. for Progressive Design-Build Services for the Exterior Improvements Project, CIP Nos. GI0125, GI0223, and GI0423 and approve the budget change.

Staff Report

Attachment 1 - Resolution Approving an Agreement with Plant Construction Company, L.P. for Progressive Design-Build Services for the Exterior Improvements Project CIP Nos. GI0125, GI0223, and GI0423

Attachment 2 - Exhibit A to the Resolution - Construction Agreement for Progressive Design-Build Services Between the City of Dublin and Plant Construction Company, L.P.

Attachment 3 - Exhibits to the Construction Agreement for Progressive Design-Build Services Between the City of Dublin and Plant Construction Company, L.P.

Attachment 4 - CIP Nos. GI0125, GI0223, and GI0423

Attachment 5 - Budget Change Form

Item 8.2 PowerPoint Presentation

**8.3 Selection of Vice Mayor**

The City Council's policy is to select, in December of each year, a member of the City Council to serve as Vice Mayor for a period of one year. In the absence of the Mayor, the Vice Mayor would become Mayor Pro Tempore and would assume the temporary responsibilities of the Mayor.

**STAFF RECOMMENDATION:**

Determine who shall serve as Vice Mayor for a one-year period, December 2025 – December 2026.

Staff Report

## 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:** **December 2, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Recognition of Divyansh Agrawal, Finalist for the International Children's Peace Prize
*Prepared by: Mycile Cahambing, Administrative Technician*

**EXECUTIVE SUMMARY:**

The City Council will present a commendation to Divyansh Agrawal, a Dublin resident and student, in recognition of his achievement as a finalist for the 2025 International Children's Peace Prize. This honor celebrates his exceptional dedication to promoting peace, justice, and positive change among youth globally.

**STAFF RECOMMENDATION:**

Present the commendation.

**FINANCIAL IMPACT:**

None.

**DESCRIPTION:**

The International Children's Peace Prize is awarded annually by Kidsrights, an international non-governmental organization founded in 2003 that promotes the well-being of vulnerable children and advocates for their rights. The Peace Prize was launched during the 2005 World Summit of Nobel Peace Laureates in Rome and has garnered nominations from all over the world each year.

Dublin resident and student Divyansh Agrawal was one of three finalists among over 200 nominations for the 2025 International Children's Peace Prize, for his work raising global attention to children's rights issues and affecting positive change. In 2021, Divyansh founded the Junior Philanthropists Foundation to advance climate justice through education and policy. Since then, he has mobilized over 10,000 youth in the U.S. across 27 states and led campaigns that helped pass 18 environmental bills in California, protecting water resources, preserving land, and reducing emissions.

Between 2022 and 2024, Divyansh developed a climate education curriculum now reaching 20,000 students in the Democratic Republic of the Congo. In 2024, he co-authored the Global Youth Statement at COP29, and in 2025, he is co-organizing the UN Youth Climate Conference while working to establish a Global Youth Climate Legislature. Known for his love of nature, passion for debate, and dedication to policy, Divyansh inspires youth globally.

In addition, from 2019 to 2021, Divyansh served on Dublin's Youth Advisory Committee, contributing to programs that benefit local youth. The City proudly celebrates his remarkable achievements.

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

1) Commendation in Recognition of Divyansh Agrawal as a Finalist for the 2025 International Children's Peace Prize

Attachment 1

***A COMMENDATION OF THE CITY COUNCIL***
***CITY OF DUBLIN, CALIFORNIA***

***"Recognition of Divyansh Agrawal as a Finalist for the International Children's Peace Prize"***

***WHEREAS****, Divyansh Agrawal, a resident of Dublin, California, has been recognized as a finalist for the prestigious 2025 International Children's Peace Prize, an honor that celebrates exceptional dedication to promoting peace, justice, and positive change among youth globally; and*

***WHEREAS****, from 2019 to 2021, Divyansh served on the City of Dublin Youth Advisory Committee, contributing his time and ideas to enhance programs and services for local youth; and*

***WHEREAS****, in 2021, he founded the Junior Philanthropists Foundation to advance climate justice through education and policy, mobilizing over 10,000 youth across 27 states and leading campaigns that helped pass 18 environmental bills in California, safeguarding water resources, preserving land, and reducing emissions; and*

***WHEREAS****, between 2022 and 2024, he developed a climate education curriculum now utilized by 20,000 students in the Democratic Republic of the Congo and improved clean water access for 1.2 million people globally; and*

***WHEREAS****, in 2024, Divyansh co-authored the Global Youth Statement at COP29, amplifying youth voices in international climate policy; and*

***WHEREAS****, now in 2025, he is co-organizing the United Nations Youth Climate Conference and working to establish a Global Youth Climate Legislature, reflecting his passion for nature, debate, and policy.*

***NOW, THEREFORE, BE IT RESOLVED*** *that the City Council of the City of Dublin does hereby commend Divyansh Agrawal on this 2nd day of December 2025 for his outstanding achievement as a finalist for the 2025 International Children's Peace Prize and for exemplifying global leadership through his advocacy.*

***DATED:*** *December 2, 2025*

Mayor Sherry Hu

Vice Mayor Kashef Qaadri

Councilmember Jean Josey

Councilmember Michael McCorriston

Councilmember John Morada

Agenda Item 3.2

DUBLIN
CALIFORNIA

# STAFF REPORT

## CITY COUNCIL

**DATE:** **December 2, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Presentation of Banners to 2025 Military Banner Program Honorees
*Prepared by: Rhonda Franklin, Management Analyst II*

**EXECUTIVE SUMMARY:**

The City Council will present the 2025 Military Banner Program honorees with their individual banners. The Military Banner Program honors active-duty military personnel and veterans that reside in Dublin, have immediate family residing in Dublin, or have had a long-term, positive impact on the Dublin community.

**STAFF RECOMMENDATION:**

Present the banners and certificates.

**FINANCIAL IMPACT:**

None.

**DESCRIPTION:**

On January 9, 2018, the City Council adopted Resolution No. 07-18 approving the creation of a Military Banner Program to honor active-duty military personnel and military veterans that reside in or have immediate family residing in the City of Dublin, or have had a long-term, positive impact on the Dublin community. The Program allows for someone to sponsor a banner to honor an active-duty member or veteran. The banners feature a photo of the honoree along with their name, rank, and branch of service.

The program has run annually since 2018 but was suspended in 2020 due to COVID-19. In this seventh year of the program, seven military personnel/veterans were honored. The banners were located on City streetlight poles along Dougherty Road between Scarlett Drive and Amador Valley Boulevard, in the vicinity of the Parks Reserve Forces Training Area. The banners were displayed between Memorial Day and Veterans Day (May through November) 2025.

This year's honorees were:

- Chad Cleary, U.S. Navy (Veteran)
- Paul Eszlinger, U.S. Marine Corps (Veteran)
- Shane Fields, U.S. Marine Corps (Veteran)
- Jaden King, U.S. Army (Active Duty)
- Craig Knox, U.S. Navy (Retired)
- Peter Wesley Snyder, U.S. Army (Veteran)
- Kevin Troglin, U.S. Army (Active Duty)

Banner honorees and sponsors will attend the City Council meeting to receive their banners.

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted. Banner honorees and sponsors were invited to attend the meeting, and a copy of this Staff Report was sent to the banner sponsors.

**ATTACHMENTS:**

1) 2025 Military Banner Program Walking Tour Map

DUBLIN
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# 2025 MILITARY BANNER PROGRAM WALKING TOUR

The Military Banner program is an annual street banner display created by the Dublin City Council to honor local veterans and active duty members of the U.S. Armed Forces.

Community members may sponsor an individual banner honoring a service member with a connection to Dublin.

The banners will be on display along Dougherty Road between Memorial Day and Veterans Day.

If you have questions about Dublin's Military Banner Program, or would like to be kept informed about sponsorship opportunities next year, please email banners@dublin.ca.gov or call (925) 833-6650.

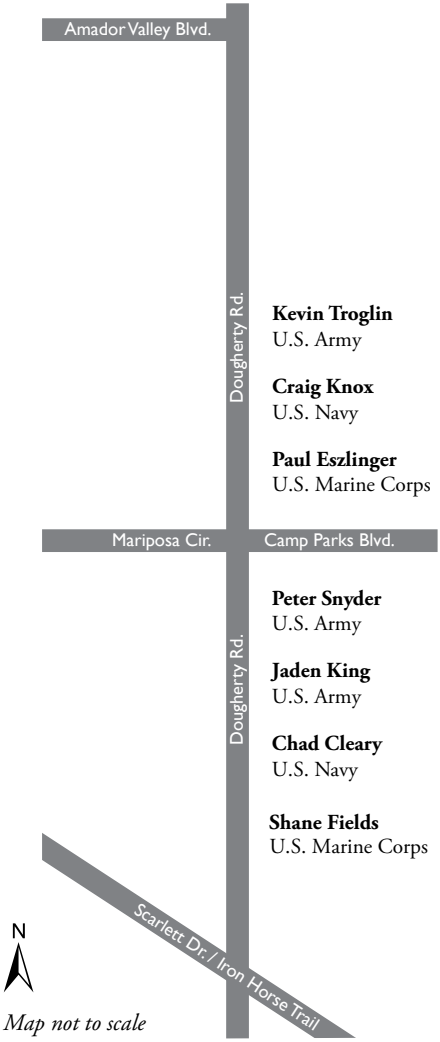
Use the camera on your smartphone to access a digital copy of the Walking Tour Map!

## HONORING THOSE WHO SERVE

DUBLIN
CALIFORNIA

# 2025 MILITARY BANNER PROGRAM WALKING TOUR

Walk along Dougherty Road between Amador Valley Boulevard and Scarlett Drive to see the 2025 Banner Program honorees. Roundtrip walk is approximately one mile.




**Kevin Troglin**
U.S. Army

**Craig Knox**
U.S. Navy

**Paul Eszlinger**
U.S. Marine Corps

**Peter Snyder**
U.S. Army

**Jaden King**
U.S. Army

**Chad Cleary**
U.S. Navy

**Shane Fields**
U.S. Marine Corps

*Map not to scale*

# Presentation of Banners to 2025 Military Banner Program Honorees

December 2, 2025

DUBLIN
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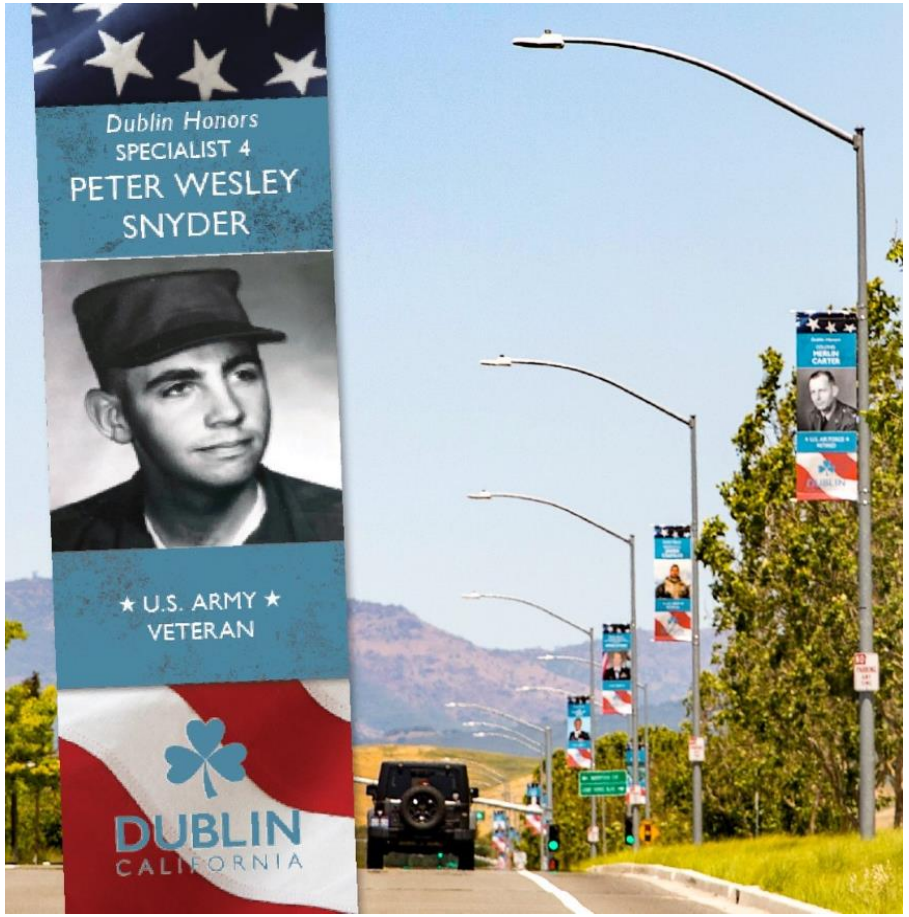
# Background

- Program started in 2018.
- 80 honorees to-date.
- Banners displayed Memorial Day through Veterans Day.
- Along Dougherty Rd. between Scarlett Dr. and Amador Valley Blvd.



# Background, 2

- Eligibility requirements include:
  - Active Duty or Veteran.
  - Current Dublin resident.
  - Immediate family member of Dublin resident.
  - Former Dublin resident with demonstrated positive impact on the Dublin community.
- Applications will open in February for the 2026 program at dublin.ca.gov/militarybanners.

# Military Banner Honorees

# Chad Cleary, U.S. Navy (Veteran)

# Paul Eszlinger, U.S. Marine Corps (Veteran)

# Shane Fields, U.S. Marine Corps (Veteran)

# Jaden King, U.S. Army (Active Duty)

# Craig Knox, U.S. Navy (Retired)

# Peter Wesley Snyder, U.S. Army (Veteran)

# Kevin Troglin, U.S. Army (Active Duty)

# Thank You to Our Honorees for Your Service!

DUBLIN
CALIFORNIA

Agenda Item 3.3

# STAFF REPORT

## CITY COUNCIL

**DATE:** **December 2, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Employee Introductions
*Prepared by: Sarah Monnastes, Human Resources Director*

**EXECUTIVE SUMMARY:**

New City of Dublin staff member, Ben Keisic, Parks and Community Services Manager, will be introduced. In addition, Amy Million's promotion to Community Development Director will be recognized.

**STAFF RECOMMENDATION:**

Welcome the new City of Dublin staff member and congratulate Amy on her promotion.

**FINANCIAL IMPACT:**

None.

**DESCRIPTION:**

New City of Dublin staff member, Ben Keisic, Parks and Community Services Manager, will be introduced. In addition, Amy Million's promotion to Community Development Director will be recognized.

**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:** **December 2, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Approval of November 18, 2025 Regular City Council Meeting Minutes
*Prepared by: Vanessa Rosales, CMC, Deputy City Clerk*

**EXECUTIVE SUMMARY:**

The City Council will consider approving the minutes of the November 18, 2025 Regular City Council Meeting.

**STAFF RECOMMENDATION:**

Approve the minutes of the November 18, 2025 Regular City Council Meeting.

**FINANCIAL IMPACT:**

None.

**DESCRIPTION:**

The City Council will consider approving the minutes of the November 18, 2025 Regular City Council Meeting.

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

1) November 18, 2025 Regular City Council Meeting Minutes

# MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: November 18, 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, November 18, 2025,** in the Peter W. Snyder Council Chamber, 100 Civic Plaza, Dublin, CA 94568. The meeting was called to order at 7:00 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 | Present |

## 2) PLEDGE OF ALLEGIANCE

## 3) PRESENTATIONS AND PROCLAMATIONS

### 3.1) Recognition of 2025 Inside Dublin Participants

The City Council recognized the participants of the City's 2025 Inside Dublin program.

### 3.2) Employee Introductions

New City of Dublin staff members, Don Hutsell, Chief Building Official with the Community Development Department, and Tyler Isaac, Associate Engineer with Public Works, were introduced.

Andrea Renzulli provided public comment.

## 4) PUBLIC COMMENT

Shirley Lewandowski provided public comment.

DRAFT

Tami Castelluccio provided public comment.

Marie Bishop provided public comment.

Dan Morely provided public comment.

Jeff Wilson provided public comment.

Stephanie Ericson provided public comment.

Angel Lee provided public comment.

Ruilin Chen provided public comment.

Marisela Alay provided public comment.

Douglas Yoshida provided public comment.

Gabrielle Marshall provided public comment.

Manav Patel provided public comment.

Kendra Drysdale provided public comment.

Clove Kanazawa provided public comment.

Supreet Pabla provided public comment.

Richard Stein provided public comment.

Eloise Hamann provided public comment.

Deborah Lee provided public comment.

Lael Takiguchi provided public comment.

Veronica Nondorf provided public comment.

Irene Hsi provided public comment.

John Cameron provided public comment.

Arapana Mansfield provided public comment.

Keith Jackson provided public comment.

Joeton Labos provided public comment.

Musa Tariq provided public comment.

Amanda Berger provided public comment.

Mike Grant provided public comment.

Sawsan Wolski provided public comment.

Kelsey Shiell provided public comment.

Michael Utsumi provided public comment.

Anna Zamboanga provided public comment.

Amber Doyle provided public comment.

Chirag Kathrani provided public comment.

Jocé provided public comment.

Jasmin provided public comment.

Liz Schmitt provided public comment.

Seema Badar provided public comment.

Hiba Kazim provided public comment.

Mayor Hu called for a recess at 8:43 PM.

Mayor Hu reconvened the meeting at 8:52 PM.

## 5) CONSENT CALENDAR

5.1) Approved the November 4, 2025, Regular City Council Meeting Minutes.

5.2) Received the City Treasurer's Informational Report of Investments for the Quarter Ending September 30, 2025.

5.3) Adopted Resolution No. 96-25 titled, "Approving Funding Recommendations for the Fiscal Year 2025-26 Youth Advisory Committee Youth Mini-Grant Program."

5.4) Adopted Ordinance No. 09-25 titled, "Approving Amendments to Dublin Municipal Code Chapter 8.08 (Definitions) and Chapter 8.76 (Off-Street Parking and Loading Regulations) and Repealing and Replacing Chapter 8.80 (Accessory Dwelling Unit Regulations) (PLPA-004245-2025)."

5.5) Received the report of payments issued from October 1, 2025 – October 31, 2025, totaling $8,429,847.55.

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

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

## 6) PUBLIC HEARING – None.

## 7) UNFINISHED BUSINESS

### 7.1) Approval of Workers' Compensation Program Structure and Recommendation to Transition to a Self-Funded Workers' Compensation Plan

The City Council received a presentation regarding the analysis of workers' compensation programs and the recommended transition to a self-funded workers' compensation program.

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

On a motion by Councilmember McCorriston, seconded by Vice Mayor Qaadri, and by unanimous vote, the City Council approved the City's transition to a self-funded workers' compensation model beginning January 1, 2026, authorized the establishment of workers' compensation trust account, and authorized the City Manager to execute all necessary agreements related to administration and excess insurance.

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

## 8) NEW BUSINESS

### 8.1) Report on Finance and Investment Committee Roles and Responsibilities

The City Council received a presentation regarding the roles and responsibilities of the Finance and Investment Committee.

Mayor Hu opened the public comment period.

Bruce Verstraeter provided public comment.

Mayor Hu closed the public comment period.

By consensus, the City Council agreed to Staff's recommendation for future agenda items for the Finance and Investment Committee role to include initial discussion and review of more complex finance items, including budget review and forecasting, special project financing, financial policies, bond issue review, and acting as the Audit Ad Hoc Committee beginning in 2026.

## 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).

By consensus, the City Council directed Staff to bring back at a future meeting a proclamation for Divyansh Agrawal in recognition of being a finalist in the Children's Peace Prize and a discussion of a resolution opposing the potential use of the shuttered Federal Correctional Institution by Immigration and Customs Enforcement.

## 10) ADJOURNMENT

Mayor Hu adjourned the meeting at 10:21 PM.

_____
Mayor

**ATTEST:**

_____
City Clerk

Agenda Item 5.2

# STAFF REPORT

CITY COUNCIL

**DATE:** **December 2, 2025**

**TO:** Honorable Mayor and City Council members

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Mape Memorial Park Pathway Relocation Project, CIP No. GI0221, Acceptance of Work
*Prepared by: Robert Magno, Assistant Civil Engineer*

**EXECUTIVE SUMMARY:**

The City Council will consider accepting the Mape Memorial Park Pathway Relocation Project. The project consisted of removing and relocating a portion of the concrete pathway and cable fencing at the southeastern corner of Mape Memorial Park. The work also included modifications to the irrigation system, relocation of an existing bench, installation of a new multi-stream trash receptacle, and related landscaping modifications.

**STAFF RECOMMENDATION:**

Adopt the **Resolution** Accepting the Mape Memorial Park Pathway Relocation Project, CIP No. GI0221.

**FINANCIAL IMPACT:**

The Mape Memorial Park Pathway Relocation Project is one of five projects included in the Resiliency and Disaster Preparedness Improvements Capital Improvement Program project (CIP No. GI0221). The total cost for the Mape Memorial Park Pathway Relocation Project was as follows:

**Mape Memorial Park Pathway Relocation:**

| | |
|---|---|
| **Funding Source (Total Resiliency Project Budget)** | |
| General Fund | $3,414,189 |
| **Total Funding** | **$3,414,189** |
| | |
| **Expenditures** | |
| Construction Contract | $147,777 |
| Change Orders | $3,600 |
| Contract Services, Design, Salary, and Testing | $98,000 |
| **Total Expenditures** | **$249,377** |
| | |
| **Funds Remining for Other Projects** | **$3,164,812** |

The remaining budget will be retained within CIP No. GI0221 for use on the other Resiliency and Disaster Preparedness projects.

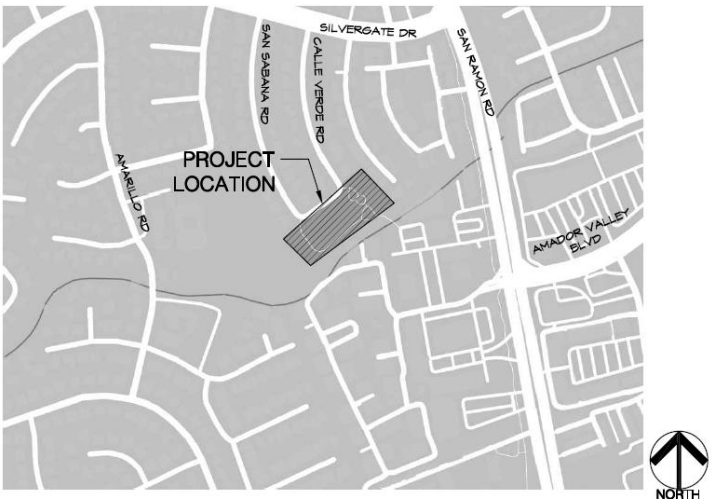
**DESCRIPTION:**

On May 6, 2025, the City Council awarded a construction contract in the amount of $147,777 to Cervantes Landscaping Services, Inc. for the Mape Memorial Park Pathway Relocation Project, which is included in the Capital Improvement Program Resiliency and Disaster Preparedness Project, CIP No. GI0221. This 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, including Alameda County, by the President on January 14, 2023.

Martin Canyon Creek runs along the southern property line of Mape Memorial Park. The creek experienced bank erosion during the storms that created an unsafe condition for the pathway adjacent to the creek. The project included the reconstruction of the concrete pathway, post and cable fencing, installation of site furnishings, turf restoration, irrigation modifications, and landscape restoration.

During construction, a change order for $3,600 was issued for installation of an additional 80 linear feet of post and cable fencing and for the removal and replacement of two waste receptacles. Staff has inspected the work and determined that the project is complete and recommends that the City Council accept the project and begin the warranty period.

**Figure 1. Location Map**




## STRATEGIC PLAN INITIATIVE:

None.

## NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted. A copy of this Staff Report was provided to Cervantes Landscaping Services, Inc.

## ATTACHMENTS:

1) Resolution Accepting the Mape Memorial Park Pathway Relocation Project, CIP No. GI0221.
2) CIP No. GI0221

# RESOLUTION NO. XX - 25

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

## ACCEPTING THE MAPE MEMORIAL PARK PATHWAY RELOCATION PROJECT, CIP NO. GI0221

**WHEREAS,** on May 6, 2025, the City entered into a Construction Contract with Cervantes Landscaping Services, Inc. for the Mape Memorial Park Pathway Relocation Project, CIP No. GI0221; and

**WHEREAS,** said improvements have been completed in accordance with plans and specifications, and any approved modifications thereof, to the satisfaction of the City Engineer of the City of Dublin; and

**WHEREAS,** as a condition of the contract, Cervantes Landscaping Services, Inc. is required to warranty the improvements for a period of one year following the completion of the work and maintain a maintenance bond in the amount of 10% of the final contract value.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin does hereby accept the Mape Memorial Park Pathway Relocation Project, CIP No. GI0221, and authorize Staff to file a Notice of Completion with Alameda County.

**BE IT FURTHER RESOLVED** that the City Council of the City of Dublin does hereby authorize the City Manager, or designee, to release the retention, if after 35 days of filing the Notice of Completion there are no subcontractor claims.

**BE IT FURTHER RESOLVED** that the City Council of the City of Dublin does hereby authorize the City Manager, or designee, to release the maintenance bond at the end of the one-year warranty period.

{Signatures on the following page}

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Dublin this 2nd day of December 2025, by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

# Resiliency and Disaster Preparedness Improvements

## Overview

**Project Number** GI0221

## Description

Beginning in the end of December 2022 through the rst 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 identi ed:

- 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** | **$937K** | **$2.31M** | **$3.41M** |

### Detailed Breakdown

| Category | Historical | FY2025 | FY2026 | FY2027 | FY2028 | FY2029 | Future | Total |
|---|---|---|---|---|---|---|---|---|
| 9400 - Repairs/Improvements | $825,000 | $660,000 | $1,000,000 | $0 | $0 | $0 | $0 | **$2,485,000** |
| 9200 - Contract Services | $223,000 | $277,000 | $300,000 | $0 | $0 | $0 | $0 | **$800,000** |
| 9100 - Salaries & Bene ts | $54,189 | $0 | $75,000 | $0 | $0 | $0 | $0 | **$129,189** |
| **Total** | **$1,102,189** | **$937,000** | **$1,375,000** | **$0** | **$0** | **$0** | **$0** | **$3,414,189** |

## Funding Sources

| Historical | FY2025 Budget | Total Budget (all years) | Project Total (to date) |
|---|---|---|---|
| **$1.1M** | **$937K** | **$2.31M** | **$3.41M** |

### Detailed Breakdown

| Category | Historical | FY2025 | FY2026 | FY2027 | FY2028 | FY2029 | Future | Total |
|---|---|---|---|---|---|---|---|---|
| 1001 - General Fund | $1,102,189 | $937,000 | $1,375,000 | $0 | $0 | $0 | $0 | **$3,414,189** |
| **Total** | **$1,102,189** | **$937,000** | **$1,375,000** | **$0** | **$0** | **$0** | **$0** | **$3,414,189** |

## 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.

Agenda Item 5.3

# STAFF REPORT

CITY COUNCIL

**DATE:** **December 2, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Temporary Art Selection - Wine Barrel Art Project
*Prepared by: Henry Siu, Recreation Coordinator*

**EXECUTIVE SUMMARY:**

The City Council will consider approving the Heritage and Cultural Arts Commission's recommended design proposals for the Wine Barrel Art Project, which is the temporary art program for Fiscal Year 2025-26.

**STAFF RECOMMENDATION:**

Approve the Heritage and Cultural Arts Commission's Wine Barrel Art Project recommendations.

**FINANCIAL IMPACT:**

The Wine Barrel Art Project, including artist stipend and supplies, is estimated to cost approximately $8,500, funded by the Public Art Fund. Sufficient funds have been allocated in the Fiscal Year 2025-26 budget for this project.

**DESCRIPTION:**

In October 2019, the City Council approved an annual temporary art display program. Each year, Staff works with the Heritage and Cultural Arts Commission to identify the program that will be developed and implemented that year.

On June 12, 2025, the Commission reviewed three options for the temporary art project for Fiscal Year 2025-26 and selected painted wine barrels (the other two were little libraries and painted wooden benches). The wooden wine barrels will provide an accessible platform for local artists to showcase their creativity while reflecting the culture, values, and history of Dublin.

Staff issued a Call for Artists on July 18, 2025 for the project through the City's website and social media channels, the California Cultural Arts Council website, and via email to a list of

interested artists, past temporary project artists, registrants in the City's Cultural Arts Database, and nearby cities with similar temporary art programs. The deadline to apply was September 8, 2025.

Thirty-six design proposals were received from 17 professional artists, and six design proposals were received from three student artists. In total, 42 design proposals were received from 20 individual artists. Each design proposal includes the artist's resume and statement, and design proposal.

On October 9, 2025, the Commission reviewed the artist's proposals and recommended 12 proposals to the City Council. The recommended artist design proposals are included as Attachment 1 to this Staff Report. Below is a list of the recommended artists and their proposals.

**TABLE 1: WINE BARREL ART PROJECT SELECTIONS**

| Artist | Proposal Title |
|---|---|
| Alice Park | Field of Harmony |
| Beau Thomas | Starry Night Stories |
| Beau Thomas | Stained Glass Stories |
| Chris Granillo | El Musico |
| Elena Migunova | Dancing Leprechaun |
| Jayashree Sadasivan | Rhythm of our Roots |
| Kelsey Thomas | Guided by Sun, Nurtured by Moon |
| Maevry Thomas | Connections |
| Maevry Thomas | Lunar Reflections |
| Malavika Oak | Buenos Dias |
| Nan Wang | Song of Bamboo |
| Vanessa Thomas | Kiss Me I'm Irish |

The completed barrels will be on display at the upcoming St. Patrick's Day and Splatter celebrations to celebrate the community and promote appreciation for the arts.

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted, and a copy was provided to the artists.

**ATTACHMENTS:**

1) Recommended Design Proposals

**CONTACT INFORMATION:**
**Mail:** Henry Siu Heritage & Cultural Arts Coordinator
**Phone:** (925) 556-4509 **Email:**Henry.Siu@Dublin.ca.gov
**Address:** 100 Civic Plaza Dublin, CA. 94568

# Wine Barrel Art Project

## PROPOSAL COVERSHEET:

**Dublin 2025 Temporary Art Project, Wine Barrel Art Installation**
**Proposals will not be accepted after Monday, September 8, 2025, at 4:00 p.m.**

Please indicate experience level:

☒ Professional Artist(s) ☒ Student Artist(s), working under supervision of Art Professional

Title: Field of Harmony

Artist: Suhyun (Alice) Park

Address: [redacted]

City: Dublin State: California Zip: 94568

Phone: [redacted] Fax: _____

E-mail Address: [redacted] Website www.aliceartstudio.com

Signature of Artist: Date: Sep 6th 2025

Co-Artist, if applicable: Amy Wong

Signature of Co-Artist, if applicable: Date: Sep 6th 2025

Supervising Art Professional, if applicable: Suhyun (Alice) Park

Address: [redacted]

City: Dublin State: California Zip: 94568

Phone: 4[redacted] Fax: _____

E-mail Address: [redacted] Website www.aliceartstudio.com

Signature of Supervising Art Professional: Date: Sep 6th 2025

## Artist Qualifications

### Alice Suhyun Park

Alice Suhyun Park studied Fine Art (BFA) at Ewha Womans University in South Korea, and AAU Illustration MFA in SF. She has worked as a children's book illustrator in the U.S. She has extensive experience teaching art to children and young adult including those with special needs at CHIM Studio in Oakland (www. chimstudio.org). Her background in fine art and illustration provides a strong foundation for creative public art projects.

Portfolio highlights include:

- Children's Book Illustrations (Farfaria Kids' App)

**- Ewha Womans University Alumni Fine Art Group Exhibition in Korea Consulate**

**(Feb-April 2025 San Francisco, CA)**

- CHIM Studio Special Needs Student Group Exhibition (2024 Oakland, CA)

**- The City of Dublin Utility Box Art- Persimmon Tree (2018 Dublin, CA)**

### Amy Wong (Student Artist)

Amy Wong is currently a 9th grade student at [redacted] School in Dublin, CA. She is passionate about art and design, with a particular interest in animation, stop-motion, and graphic design. She has been preparing her portfolio for future college applications, with aspirations to study Design Media Arts or Animation. Amy brings a fresh youth perspective to the collaborative project with her mother, Alice.

**Education**: 9th Grade, [redacted] School, Dublin, CA

**Art Interests**: Animation, stop-motion, illustration, and graphic design.

Exploring both traditional and digital art forms

**Experience**: Created personal projects in drawing, digital illustration, and stop-motion Actively preparing a portfolio for future college applications in art and design Participated in school and community art activities

**Projects**: *Dublin Wine Barrel Art Project* (2025) – First public art collaboration with professional artist Alice Suhyun Park

## Artist Statement

*Fields of Harmony* is a collaborative project between professional artist Alice Suhyun Park and student artist Amy Wong. The design celebrates Dublin's cultural heritage and natural beauty through rolling vineyards, California poppies, grapevines, and modern wind turbines rising above the hills. The wind turbines symbolize sustainability and the City's forward-looking spirit, blending with the natural landscape to create a vision of balance and renewal. These elements come together as a "field of harmony," representing growth, diversity, and unity in the community. This mother-daughter collaboration reflects Dublin's mission of culture, arts, and music, while inviting viewers of all ages to connect with the City's history, its natural beauty, and its vibrant, diverse future.

**Design Rendering**

**Version 1 – Traditional Style:** The first proposed design is painted in a traditional illustrative style, featuring rolling vineyard landscapes, grapevines, California poppies, and modern wind turbines rising above the hills. Hummingbirds add vitality and symbolize harmony with nature. The curved composition is designed to flow naturally with the barrel's surface, creating a vibrant and cohesive scene. This version reflects a classic fine art approach, emphasizing Dublin's natural beauty and sustainability.

**Version 2 – Iconic/Folk Art Style:** The second proposed design takes a more iconic folk-art approach. Each element such as wind turbines, grape clusters, poppies, grape leaves, hummingbirds, stars, and bees is represented as a decorative motif arranged between the metal bands of the barrel. This style highlights clarity and symbolism, with each icon contributing to the theme *Fields of Harmony*. The simplified, colorful imagery creates a joyful and accessible design that appeals to viewers of all ages.

**(Version 1 – Traditional Style)**

**(Version 2 – Iconic/Folk Art Style)**

## Materials & Techniques

The following materials and techniques will be used to complete the project:
- Acrylic paint for durability and vibrant color.
- Professional-grade brushes for fine detail and blending.
- City-provided sealant applied after painting to ensure weather resistance.
- Entire exterior of the barrel will be painted, with design wrapping around the surface.

The painting process will take place over 4–6 weeks, ensuring multiple layers for depth, longevity, and weather protection. The final work will be sealed and returned to the city for installation in public spaces.

As a collaborative project, Alice will focus on structural design, fine detailing, and finishing, while Amy will contribute color selection, decorative elements, and creative youth perspectives.

**CONTACT INFORMATION:**
**Mail:** Henry Siu Heritage & Cultural Arts Coordinator
**Phone:** (925) 556-4509 **Email:**Henry.Siu@Dublin.ca.gov
**Address:** 100 Civic Plaza Dublin, CA. 94568

# Wine Barrel Art Project

## PROPOSAL COVERSHEET:

**Dublin 2025 Temporary Art Project, Wine Barrel Art Installation**
**Proposals will not be accepted after Monday, September 8, 2025, at 4:00 p.m.**

Please indicate experience level:

☐ Professional Artist(s) ☐ Student Artist(s), working under supervision of Art Professional

Title: Starry Night Stories

Artist: Beau James Thomas

Address: [redacted]

City: Morgan Hill State: CA Zip: 95037

Phone: [redacted] Fax: _____

E-mail Address: [redacted] Website www.BeauThomasArt.Com

Signature of Artist: Date: 07/25/2025

Co-Artist, if applicable: _____

Signature of Co-Artist, if applicable: _____ Date: _____

Supervising Art Professional, if applicable: _____

Address: _____

City: State: Zip:

Phone: _____ Fax: _____

E-mail Address: _____ Website _____

Signature of Supervising Art Professional: _____ Date: _____

Bio:
Beau Thomas is an artist from Morgan Hill, CA. He received his B.A. in Visual and Public Art from California State University Monterey Bay in 2019 and his MFA in Art from Mills College in 2021. He was an Artist-in-Residence at the Monterey Regional Waste Management District Fellowship in 2019 and currently lives and works in Oakland, CA.

Education:
Education:
M.F.A. in Studio Art from Mills College (2021)
B.A. in Visual & Public Arts from California State University Monterey Bay (2019)
Residencies:
2019 Monterey Regional Waste Management District Artist-in-Residence Fellowship, Visual and Public Art Program at California State University Monterey Bay, Monterey Bay, Seaside, Ca.
Exhibitions:
Exhibiting Artist, Feb. 14th 2018 - Museum of Art & History, Santa Cruz, Ca.
March 2018 – Site Specific 6 Exhibition at California State University Monterey Bay, Monterey Bay, Seaside, Ca.
September 29th & 30th 2018 – Monterey County's 28th Annual Artists Open Studio Tour, Visual and Public Art Department, California State University, Monterey Bay, Seaside, Ca.
2018, "2nd Annual Monterey County Studio Tour at East Garrison," In conjunction with CSUMB's Visual & Public Art Dept. & Arts Habitat, East Garrison, CA
April 2019, Site Specific Seven Exhibition, Visual and Public Art Department, California State University, Monterey Bay, Seaside, Ca.
May 2019, Capstone Exhibition, Visual and Public Art Department, California State University, Monterey Bay, Seaside, Ca.
May 2019, Monterey Regional Waste Management District Artist-in- Residence Exhibition, Marina, Ca.
November 2019, "Press Play" Exhibition, Mills College, Oakland, Ca.
December 2019, "The Offices of.." Exhibition, Visual and Public Art Department, California State University, Monterey Bay, Seaside, Ca.
February 2020, "S.O.S." Exhibition, Mills College, Oakland, Ca.
Symposiums:
2018 Media Culture Symposium, Visual and Public Art Department, California State University, Monterey Bay, Seaside, Ca.
November 2019, "Artist Talk", Visual and Public Art Department, California State University, Monterey Bay, Seaside, Ca.
October 2020, "Visiting Artist" Mills College, Oakland, Ca.
March 2021, "Artist Talk" Las Positas College, Ca

Press:
Oct 9, 2020 - Environmental Affairs Committee Newsletter
Aug 6, 2018 – Boston Voyager Article "Art & Life with Beau Thomas"
Nov 2017 – KSBW 8 interview - Salinas Art Intervention Project

Project Title:

Starry Night Stories

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Artist Statement & Concept:

*Starry Night Stories* reimagines the spirit of Van Gogh's iconic *Starry Night* through the lens of the City of Dublin's vibrant culture, architecture, and musical energy. This hand-painted barrel design merges the swirling skies and expressive brushwork of Post-Impressionism with a dynamic and modern cityscape, bringing the harmony of art, music, and community to life in a luminous, immersive style.

The concept centers around a dreamlike Dublin skyline under a sky filled with swirling stars, crescent moons, and music notes. Flowing across the upper portion of the barrel, the musical staff moves like a ribbon of sound through the night air, symbolizing the heartbeat of the city—its rhythm, culture, and community. The result is a visual symphony that transforms the barrel into both a celebration of classic art and a tribute to Dublin's living musical soul.

---

Design Description:

- The base of the barrel features a stylized Dublin cityscape including landmark-inspired domes, bridges, and towers, painted in earthy ochres and muted golds with Van Gogh's signature impasto-inspired textures.

- The sky wraps around the top two-thirds of the barrel, rendered in swirling shades of cobalt blue, midnight navy, and starlight yellow, echoing the aesthetic of *Starry Night*.

- A musical staff stretches across the sky in undulating arcs, with large quarter notes, treble clefs, and rests woven into the stars as though part of the cosmos itself.

- Near the base rests a painted violin, symbolizing the roots of live performance and the enduring presence of music in everyday life.

- Every brushstroke will mimic the bold, expressive, and rhythmic linework of Van Gogh's style, creating a sense of motion and emotion.

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Community Engagement Component:

To invite community interaction and reflection, the design includes:

- Hidden Note Challenge: Several small music notes will be subtly incorporated into the stars and architecture, inviting viewers—especially children—to locate them all in a visual scavenger hunt.

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Materials:

- One City-supplied sealed wooden barrel
- Professional-grade outdoor acrylic paints
- Paintbrushes in a variety of sizes for texture replication and detail
- Waterproof black paint pens for fine outlines and music staff
- City-provided sealant (final protective coat)

---

Maintenance & Durability Plan:

All paints will be UV-resistant and waterproof, suitable for outdoor public display. The surface will be properly prepped before painting, and the completed design will be sealed thoroughly using the City's provided protective sealant to ensure lasting vibrancy and resistance to weather conditions.

---

Why This Design?

*Starry Night Stories* bridges the worlds of fine art history and local identity, inviting viewers to see their city in a new, poetic light. It transforms the familiar into the magical—showing how music and culture rise from the streets and swirl among the stars. By merging Van Gogh's expressive visual language with Dublin's civic pride and musical heartbeat, this piece embodies the theme of Culture, Arts, and Music in a way that is both timeless and uniquely local.

**CONTACT INFORMATION:**
**Mail:** Henry Siu Heritage & Cultural Arts Coordinator
**Phone:** (925) 556-4509 **Email:**Henry.Siu@Dublin.ca.gov
**Address:** 100 Civic Plaza Dublin, CA. 94568

# Wine Barrel Art Project

## PROPOSAL COVERSHEET:

**Dublin 2025 Temporary Art Project, Wine Barrel Art Installation**
**Proposals will not be accepted after Monday, September 8, 2025, at 4:00 p.m.**

Please indicate experience level:

☒ Professional Artist(s) ☐ Student Artist(s), working under supervision of Art Professional

Title: Stained Glass Stories: The City Sings

Artist: Beau James Thomas

Address: [redacted]

City: Morgan Hill State: CA Zip: 95037

Phone: [redacted] Fax: _____

E-mail Address: [redacted] Website: www.BeauThomasArt.Com

Signature of Artist: [signature] Date: 07/25/2025

Co-Artist, if applicable: _____

Signature of Co-Artist, if applicable: _____ Date: _____

Supervising Art Professional, if applicable: _____

Address: _____

City: State: Zip:

Phone: _____ Fax: _____

E-mail Address: _____ Website: _____

Signature of Supervising Art Professional: _____ Date: _____

Bio:
Beau Thomas is an artist from Morgan Hill, CA. He received his B.A. in Visual and Public Art from California State University Monterey Bay in 2019 and his MFA in Art from Mills College in 2021. He was an Artist-in-Residence at the Monterey Regional Waste Management District Fellowship in 2019 and currently lives and works in Oakland, CA.

Education:
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March 2018 – Site Specific 6 Exhibition at California State University Monterey Bay, Monterey Bay, Seaside, Ca.
September 29th & 30th 2018 – Monterey County's 28th Annual Artists Open Studio Tour, Visual and Public Art Department, California State University, Monterey Bay, Seaside, Ca.
2018, "2nd Annual Monterey County Studio Tour at East Garrison," In conjunction with CSUMB's Visual & Public Art Dept. & Arts Habitat, East Garrison, CA
April 2019, Site Specific Seven Exhibition, Visual and Public Art Department, California State University, Monterey Bay, Seaside, Ca.
May 2019, Capstone Exhibition, Visual and Public Art Department, California State University, Monterey Bay, Seaside, Ca.
May 2019, Monterey Regional Waste Management District Artist-in- Residence Exhibition, Marina, Ca.
November 2019, "Press Play" Exhibition, Mills College, Oakland, Ca.
December 2019, "The Offices of.." Exhibition, Visual and Public Art Department, California State University, Monterey Bay, Seaside, Ca.
February 2020, "S.O.S." Exhibition, Mills College, Oakland, Ca.
Symposiums:
2018 Media Culture Symposium, Visual and Public Art Department, California State University, Monterey Bay, Seaside, Ca.
November 2019, "Artist Talk", Visual and Public Art Department, California State University, Monterey Bay, Seaside, Ca.
October 2020, "Visiting Artist" Mills College, Oakland, Ca.
March 2021, "Artist Talk" Las Positas College, Ca

Press:
Oct 9, 2020 - Environmental Affairs Committee Newsletter
Aug 6, 2018 – Boston Voyager Article "Art & Life with Beau Thomas"
Nov 2017 – KSBW 8 interview - Salinas Art Intervention Project

Project Title:

Stained Glass Stories: The City Sings

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Artist Statement & Concept:

"Stained Glass Stories: The City Sings" reimagines the City of Dublin as a radiant work of art—its skyline and cultural landmarks portrayed in the timeless beauty of stained glass. This temporary art piece will be painted onto a wooden barrel and transformed into a glowing, mosaic-inspired celebration of city life and sound.

Using vivid color blocks outlined in bold black linework, the design draws inspiration from traditional stained glass windows, but replaces saints and symbols with Dublin's cityscape, parks, and people, bringing the idea of civic pride and creativity to the forefront. Flowing between and around the buildings are musical notes and staff lines, transforming the scene into a song in motion—one that represents how the city pulses with life, culture, and artistic expression.

This design connects directly to the City of Dublin's theme of Culture, Arts, and Music, blending all three into a singular visual melody. It invites residents and visitors alike to reflect on how our environments, sounds, and shared spaces come together to tell the story of a thriving community.

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Design Description:

- The barrel will be painted in vertical panel-like segments, mimicking stained glass windows, with a blend of amber, cobalt blue, emerald green, ruby red, violet, and golden yellow to evoke light-filled panes.

- Each panel features a stylized rendering of a local landmark or scene—City Hall, public art pieces, trees in the park, silhouettes of local performers, and neighborhood rooftops.

- Musical notes and clefs rise and swirl through the panels, appearing to lift from the city itself—as though the streets are humming, windows are singing, and the rooftops are echoing melodies.

- The entire design will be bordered in bold black outlines to give a leaded-glass effect, emphasizing contrast and clarity.
- Small, subtle interactive elements (such as a hidden musical note scavenger hunt) will be built into the design to encourage closer inspection and participation.

- City-supplied sealed wood barrel
- High-quality outdoor acrylic paints
- Waterproof black paint markers for detail linework
- Brushes in varied sizes for precision and blending
- City-provided sealant (final coat)

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Maintenance & Durability Plan:

All paints will be lightfast and weather-resistant. The completed piece will be sealed thoroughly using the City's provided sealant to ensure color preservation, prevent fading or peeling, and increase durability during outdoor display. All surfaces will be cleaned and prepped prior to application to ensure proper adhesion and long-term performance.

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Why This Design?

"Stained Glass Stories: The City Sings" honors both the physical beauty of Dublin and the invisible soundscape of community life. Music and culture don't just belong in concert halls—they live in street corners, morning walks, schoolyards, and art displays like this one. By fusing the architectural with the musical, this project invites the viewer to imagine the city not just as something we see—but something we hear and feel.

# CHRIS GRANILLO

[redacted].chrisgranilloart.com | [redacted]

## ARTIST SUMMARY

Working across California for more than twenty years, I am a self-taught, Chicano fine and public artist whose work centers capturing and honoring community resilience and ways of being. My application of surreal and abstract styles reflects the struggles of everyday life as local communities interact with their environment. I am experienced working with oil and acrylic paints on canvas, wood panels and large scale, and in making relief prints, etchings and sculpture.

## SELECT COMMUNITY-BASED & PUBLICLY FUNDED PROJECTS

2025 **"Octopus and Jelly Fish Interactive Crosswalk Murals"** (1870 sq. ft.; in progress) San Francisco, CA

- Funded by Building 180, in collaboration with Friends of Ocean Beach Park
- Commissioned to create two interactive murals on crosswalks to reflect the unique character and history of the Sunset and Ocean Beach and inaugurate the opening of the park

2025 **"West Portal Community Beautification Murals"** (680 sq. ft.; in progress) San Francisco, CA

- Funded by San Francisco StreetSmARTS program. Sponsored by District 7 Supervisor, in collaboration with Greater West Portal Neighborhood Association
- Series of small and medium murals to add color, character and vibrancy to various locations across West Portal, celebrating the long history of the community and encouraging youth empowerment through reading and learning about the surrounding environment

2024 **"Secret Garden"** (*5,500 sq. ft.)* Emeryville, CA

- Funded by City of Emeryville, in collaboration with EmeryTech.
- Longest mural to generate awareness and interest in EmeryTech's environmental conservation and protection projects, and to uplift Emeryville as a leader in environmental stewardship

2024 **"Abstract Memories of Monarchs"** (*park bench)* Cathedral City, CA

- Funded by City of Cathedral City
- Mural on a park bench, inspired by my own memories of thousands of monarchs in migration on my way to school as I walked through Ocotillo Park

2023 **"Your Existence is Your Resistance" (***420 sq. ft.)* Santa Cruz, CA

- Funded by El Centro Chicanx Latinx Resource Center at UC Santa Cruz
- Student-initiated mural on stairs leading to the science building, celebrating and giving LGBTQ+ BIPOC students on campus a sense of belonging and representation to STEM majors

2022 **"Stairs of Equality: Si Se Puede"** (480 sq. ft.) Santa Cruz, CA

- Funded by Oakes Center at UC Santa Cruz, in collaboration with muralist, Victor Cervantes
- Student legacy mural painted on the stairs leading to the Oakes Student Center, celebrating the history and achievements of Latinx students at UCSC

2021 **"You're on Ohlone Land"** (32 sq. ft.) Oakland, CA

- In collaboration with and funded by Restore Oakland.
- Created as a Land Acknowledgement by Restore Oakland, an organization working within the local community to provide space to cultivate solidarity, restorative economics, and healing justice in their neighborhoods

# CHRIS GRANILLO

[redacted] | www.chrisgranilloart.com | [redacted]

| | | |
|---|---|---|
| 2020 | **"Hands of Healing"** (112 sq. ft.)<br>• In collaboration w/ School of Thought, Dragon School, and Nano, Inc.<br>• Mural rendered in the trompe l'oeil realist style, to assert care for the community and the land | Oakland, CA |
| 2020 | **"Angela Davis & Dolores Huerta"** (150 sq. ft.)<br>• Commissioned by A Taste of Denmark Bakery<br>• Mural celebrating Angela Davis and Dolores Huerta, leaders of the Chicano and Black Power movements who have spent their lives fighting for justice and freedom. | Oakland, CA |
| 2019 | **"Dance the Town"** (72 sq. ft.)<br>• Mural in collaboration with Gritty City Repertory Youth Theater | Oakland, CA |
| 2018 | **"Black Lives Matter"** (80 sq. ft.)<br>• Mural in collaboration with Lukas Taproom | Oakland, CA |
| 2015 | **"The Guardian/Flying In"** *(800 sq. ft.)*<br>• Multi-media mural in collaboration with Clarion Alley | San Francisco, CA |

## SELECT AWARDS

| | | |
|---|---|---|
| 2025 | **San Francisco StreetSmARTS program** | San Francisco, CA |
| 2024 | **Visual Arts Grant Recipient** | Emeryville, CA |
| 2021 | **"Celebrating Essential Workers: The Backbone of our Community"**<br>*Dia de Los Muertos 2022 Poster Contest, hosted by Unity Council* | Oakland, CA |
| 2020 | **"The Bee", "The Butterfly" and "The Heron" Murals**<br>*Utility Box Project Award* | Oakland, CA |
| 2018 | **San Leandro Utility Box Project Award** | San Leandro, CA |

## SELECT SOLO & GROUP EXHIBITIONS

| | | |
|---|---|---|
| 2025 | "Skate", 111 Minna Gallery | San Francisco, CA |
| 2024 | "Wonderland SF Group Show", Mirus Gallery | San Francisco, CA |
| | "Roots & Rituals", San Pablo Community Center | San Pablo, CA |
| 2022 | Paint the Void | San Francisco, CA |
| 2021 | 111 Minna Gallery | San Francisco, CA |
| | Eye and Hand Society | San Francisco, CA |
| | Rock Paper Scissors Gallery | Oakland, CA |
| 2020 | Archer Gallery | Oakland, CA |
| 2019 | Mae Macau Exhibition | Macau, China |

# CHRIS GRANILLO

[redacted] www.chrisgranilloart.com | [redacted]

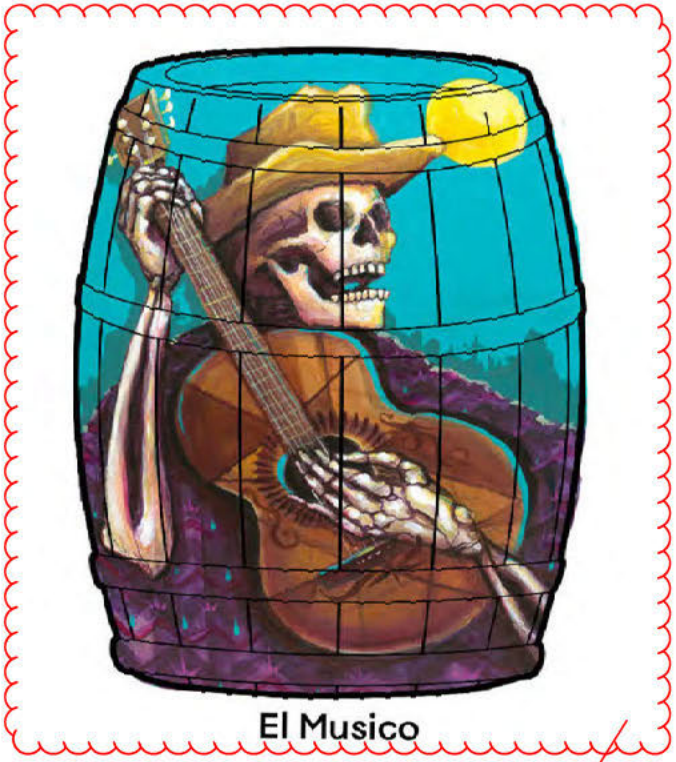
| | | |
|---|---|---|
| 2017 | Bunk Spot Gallery | Cincinnati, OH |
| 2016 | Amor Eterno Gallery | Oakland, CA |
| 2015 | Mythos Gallery | Berkeley, CA |

**RECENT MEDIA INTERVIEWS & FEATURES**

- Alan Chazaro, "The Streets Stay Talking: Oakland's pandemic street art, one year later", 1 Dec 2021, *East Bay Express,* https://eastbayexpress.com/the-streets-stay-talking-oaklands-pandemic-street-art-one-year-later/
- *East Bay Artists 2021*, Limited Edition Book, Artpush.org, https://artpush.org/east-bay-art-book-2021/

Humming bird

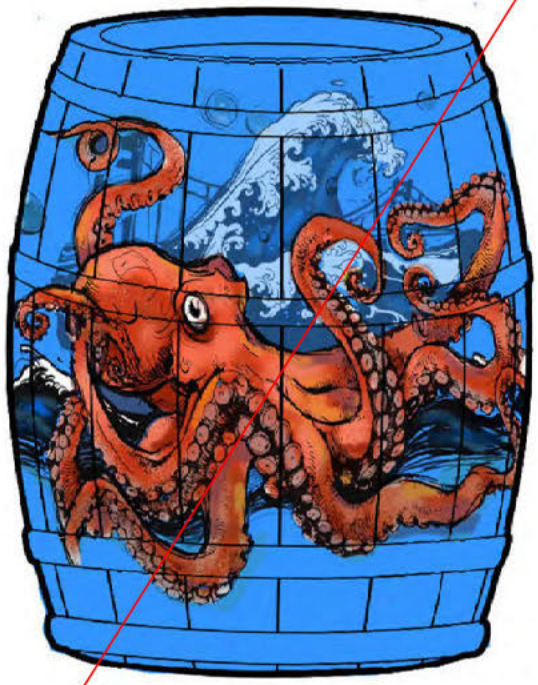
Folk Music



El Musico

Splatter Fest

Monarch Butterfly



Octopus

Designs submission by Chris Granillo

**CONTACT INFORMATION:**
**Mail:** Henry Siu Heritage & Cultural Arts Coordinator
**Phone:** (925) 556-4509 **Email:**Henry.Siu@Dublin.ca.gov
**Address:** 100 Civic Plaza Dublin, CA. 94568

# Wine Barrel Art Project

## PROPOSAL COVERSHEET:

**Dublin 2025 Temporary Art Project, Wine Barrel Art Installation**
**Proposals will not be accepted after Monday, September 8, 2025, at 4:00 p.m.**

Please indicate experience level:

☑ Professional Artist(s) ☐ Student Artist(s), working under supervision of Art Professional

Title: Dancing Leprechaun

Artist: Elena Migunova

Address: [redacted]

City: Castro Valley State: CAA Zip: 949454646

Phone: [redacted]

E-mail Address: [redacted] Website instagram: @migfits

Signature of Artist: Date: 009/08/20259/08/202

Co-Artist, if applicable: _____

Signature of Co-Artist, if applicable: _____ Date: _____

Supervising Art Professional, if applicable: _____

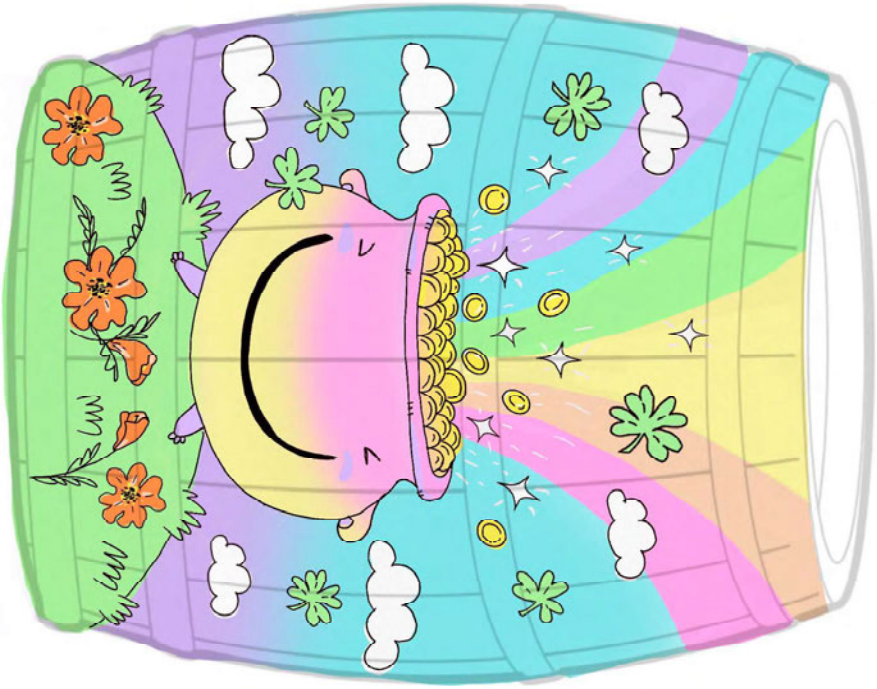
Address: _____

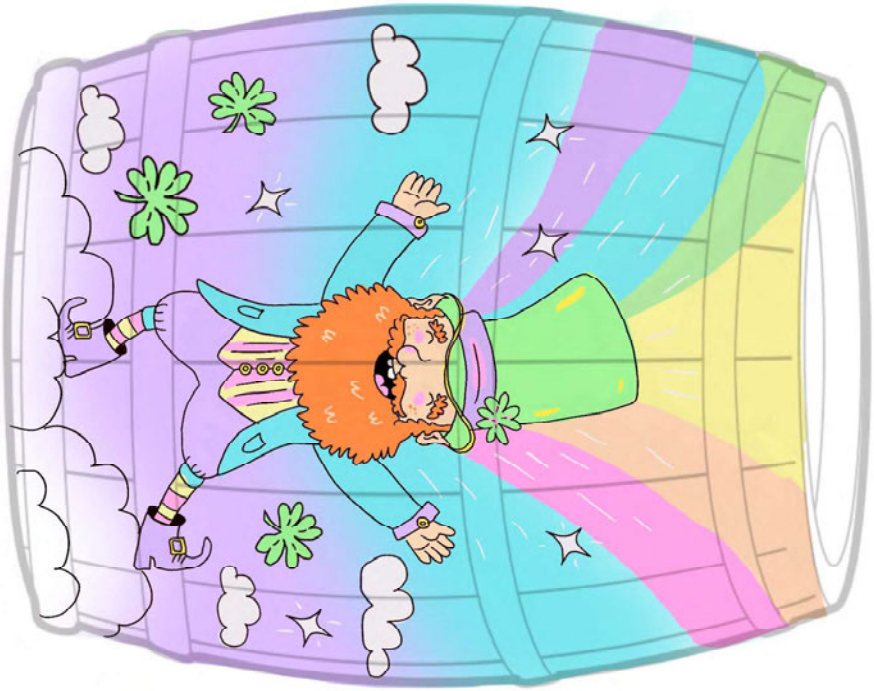
City: State: Zip:

Phone: _____ Fax: _____

E-mail Address: _____ Website_____

Signature of Supervising Art Professional: _____ Date: _____





Artist Statement

My proposed artwork draws inspiration from the whimsical and fantastical world of classic folklore and music poster art. The design uses vibrant, high-contrast colors and bold, graphic line work to create a dynamic and eye-catching piece. The significance lies in its ability to celebrate creative expression and unique storytelling, presenting a fantastical scene that is both imaginative and energetic —perfect for the lively spirit of the Splatter Festival. The Leprechaun depicts the Irish heritage of the City o Dublin.

**CONTACT INFORMATION:**
**Mail:** Henry Siu Heritage & Cultural Arts Coordinator
**Phone:** (925) 556-4509 **Email:**Henry.Siu@Dublin.ca.gov
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# Wine Barrel Art Project

## PROPOSAL COVERSHEET:

**Dublin 2025 Temporary Art Project, Wine Barrel Art Installation**
**Proposals will not be accepted after Monday, September 8, 2025, at 4:00 p.m.**

Please indicate experience level:

☑ Professional Artist(s) ☐ Student Artist(s), working under supervision of Art Professional

Title: _____

Artist: Jayashree Sadasivan

Address: [redacted]

City: Newark State: CA Zip: 94560

Phone: [redacted] Fax: _____

E-mail Address: [redacted] Website https://sites.google.com/view/jaysartndesign/

Signature of Artist: Jayashree Date:

Co-Artist, if applicable: _____

Signature of Co-Artist, if applicable: _____ Date: _____

Supervising Art Professional, if applicable: _____

Address: _____

City: State: Zip:

Phone: _____ Fax: _____

E-mail Address: _____ Website _____

Signature of Supervising Art Professional: _____ Date: _____

# Jayashree Sadasivan — Curriculum Vitae

## Commissions and Programs :

2024- Global Roots Mural Mosaic Art Project , for America's Nature 's Adventure Mural  Global mural  unveiled on April 21,2025 at Durant, Oklahoma.

2023- Commission  "The Great Box Cover-up!", Solo Artist  ,  City of Sunnyvale, California.

2023 -Commission  " Pet Art  Project " Group Art Project in collaboration with  Sunnyvale Art Club,Sunnyvale, California.

2022- Commission  " Sunnyvale Sister City Group Art Project Phase 2"  in collaboration with Members at the Iizuka Art group, Japan  (Reverse Iizuka Group Art Project ) and  Sunnyvale  Art Club, Sunnyvale ,California  .

2021  - Art Box Project SJ Phantom  Galleries/ Two Fish Design, San Jose,California — Commissioned  to paint the utility  art box in the SUN Neighborhood  area in San Jose,California  Location  of the Art Box- East Reed Street and South 5th Street, San Jose,CA. Solo Artist.

2021- Commission- " Sunnyvale Sister City Group Art Project Phase 1" in collaboration with Members at the Iizuka Art group, Japan  and Sunnyvale  Art Club, Sunnyvale ,California.

2020- Several Group Art Projects in collaboration  with Sunnyvale  Art Club,Sunnyvale,California  such as --The Jigsaw  Canvas Collage group Art project" ,  " Balconies  as seen during  the pandemic " and Big Draw Art event  projects.

## Publications:

Illustrated the book " Sally's Heart", which  won the Prestige Award at the 2024 Regal Summit Book Award under Teaching category  July 2024

Artwork published on the Cover of Silicon Valley Open Studios Artist Directory February 2024
Ann Kullberg's Colored Pencil (CP) Hidden Treasures Volume 8 October 2023
Children's Activity Page Illustration published in the bUneke's Young Explorers Magazine Vol 1 -No 1- Issue 1 2022
Illustration published in the Children's Activity Page in the bUneke's Speciality Magazine Vol 1 -No 3- Issue 3 bUneke Brevard Magazine 2022

Ann Kullberg's Colored Pencil (CP) Hidden Treasures Volume 6. _September 2020

Colored Pencil Society of America (CPSA) To the Point Magazine June 2020

Colored Pencil Magazine June 2019

Ann Kullberg's Color Magazine May 2019

Ann Kullberg's CP Hidden Treasures Volume 5 April 2019

Ann Kullberg's Color 20 Year Celebration book — January 2019

Colored Pencil Society of America (CPSA) To the Point Magazine June 2018

Ann Kullberg's CP Hidden Treasures Volume 4 - December 2017

## Awards:

2025

People's choice Award for "Golden Goddess of the Garden" Colored pencil artwork organized by the Colored Pencil Society of America DC 210 San Jose chapter (Member Exhibition) at the San Ramon City Hall Gallery,San Ramon, California. June 2025.

3rd Prize at the Fremont Art Association Artist of the Month Award for " Her Stillness,Her Spark" — May 2025.

Juried into the Olive Hyde Art Guild Members show biennial exhibition held at the Olive Hyde Art Gallery in Fremont. March 27 to May 24,2025

2nd Prize at the  Fremont Art Association Artist of the Month Award  for "In Love with Velocity" -- Feb 2025

2024

Best Artwork under People's Choice Awards  for Airavata- The Celestial Elephant by Sheridan  Prize for Art

1st Prize Award under Digital Art Category  at the International Art and Poetry Competition Organized by the Snow Leopard Conservancy, Sep 2024

Prestige Award at the Regal Summit Book Awards under Teaching Category for the book that I illustrated "Sally's Heart"

July 2024

2022

3rd Prize in Monthly  Art Competition , Sunnyvale Art Club , June 2022

2021

Artist of the Year  Award — Sunnyvale  Art Club

2nd  Prize in Monthly  Art Competition , Sunnyvale  Art Club , November

1st Prize in Monthly  Art Competition , Sunnyvale  Art Club , October

1st Prize in Monthly  Art Competition , Sunnyvale  Art Club , July

1st Prize in Monthly  Art Competition , Sunnyvale  Art Club , June

3rd Prize in Monthly  Art Competition , Sunnyvale  Art Club , January

2020

1st Prize in Monthly  Art Competition , Sunnyvale  Art Club, September

2nd Prize in Monthly  Art Competition Sunnyvale Art Club , July

2019

1st Prize in Monthly Art Competition , Sunnyvale  Art Club, March

2017

3rd Prize in  Sunnyvale Public Library  Art Juried Show, Sunnyvale  Art Club, June

2015

Mobile Digital Art Global Winner hosted by Mobile Art Academy at the Palo Alto Art Center,Palo Alto,California — September

Honorable Mention hosted by Mobile Art Academy's Halloween Art Show , November.

2014

Mobile Digital Art Global Winner hosted by Mobile Art Academy at the Pacific Art League Palo Alto,California — September

3rd Prize in Sunnyvale Public Library Art Juried Show, Sunnyvale Art Club, June

1984 to 1990

1St Prize at the Camilin All India Art Show Bangalore, Karnataka, India.

## Education:

Foothill College , Los Altos Hills,CA- Certificate of Achievement in Graphics and Interactive Design, 58.0 Units, 2018-2020.

Sir M.V.I.T, Bangalore ,India - Bachelors in Electrical and Electronics Engineering.

## Group Exhibitions:

Member Exhibition organized by the Color Pencil Society of America (CPSA) District chapter DC 210 San Jose Chapter at the San Ramon city hall gallery, San Ramon,CA.

Juried into the Olive Hyde Art Guild Members show biennial exhibition held at the Olive Hyde Art Gallery in Fremont. March 27 to May 24,2025

Silicon Valley Open Studios, Maker Nexus , Sunnyvale,California 2024
Colored Pencil Society of America District Chapter DC 210 Juried Art Show, Firehouse Arts Center, Pleasanton, California 2023.

Sunnyvale Art Club Library Art Juried Show , Sunnyvale ,California 2009,2010,2011,2012,2013,2014,2015,2017,2019,2021,2022.

Sunnyvale  Art Club's Library  Art Show, Sunnyvale ,California  2018,2022.

Mobile Art Global Show and Summit , Palo Alto Art Center, Palo Alto,California  2015.

Sunnyvale Art Gallery Holiday Show, Sunnyvale ,California 2010,2011,2012,2013,2014,2015.

Mobile Art Global Show and Summit,Pacific Art League ,Palo Alto, California 2014.

Sunnyvale Art Gallery  Jigsaw  Canvas Art Show,Sunnyvale ,California 2014.

Sunnyvale  Art Gallery  Miniature Art Show, Sunnyvale , California 2012.

## Portfolio of Past artwork-

## My website: https://sites.google.com/view/jaysartndesign

Please visit my website **link** for all my utility art boxes that I have painted as a solo artist. Thank you.

Photos of some samples of my past Utility art boxes:

Title- A Celebration  of the Children  in the Neighborhood !
Location - **Homestead  Road  at Belleville Way.**

Title: My Tribute to Cecil the Lion
Location - E Reed Street and S 5th Street San Jose,CA

Please see my website **link** for more collaborative art projects that I painted. Thank you.

Reverse Iizuka Art Project Phase 2— The Project unveiling happened on Nov 24,2022 at Sunnyvale Sister City--Iizuka , Japan

I participated in the blind reference art project with blocks of one reference photo of the Fremont High School located in Sunnyvale,California. Artist's at Sunnyvale Art Club collaborated with sister city Iizuka ,Japan to complete their second phase of collaborative art project.

The main aim of this art project is to bring the two cultures in friendship and promote goodwill.
Details of my artwork -- I used a combination of my Acrylic paints and artist quality Colored pencils as a part of my painting process. I went with a whimsical style and added in a few birds for extra interest to this art piece.

This group art installation will be a permanent exhibit at the City Hall located at Iizuka, Japan.

See Video on how I created my artwork.

See unveiling video at Iizuka, Japan

# Artist  Name- Jayashree Sadasivan— Artist Portfolio.

My artworks  along  with Annotated Descriptions

1) Title- A Celebration  of the Children  in the Neighborhood !
Medium - Acrylics — Water based Exterior Outdoor Paint
Date- June and July  2023
**Location - Homestead  Road  at Belleville Way, Sunnyvale , California**
Solo Artist
Description - The theme that I choose  to paint for my utility  art box project  is A Celebration of people around the community  where this utility  art box is located  more specifically  aimed at our younger audiences. This project was Commissioned by the City of Sunnyvale  as a part of the Great Art Box Cover Up -Phase 2 Art Project.

2) Title- My Tribute to Cecil the Lion
Medium - Acrylics — Water based Exterior Outdoor Paint
Date- Oct-December 2021
Location - E Reed Street and S 5th Street San Jose,CA
Solo Artist,**See Video**
Description - The theme that I choose for my utility box is “My tribute to Cecil the lion. Cecil may not be alive today but the lion is definitely roaring at the SUN neighborhood in San Jose . The requirement of this project was to paint a lion like the SUN to reflect the SUN Neighborhood in a style that is contemporary yet whimsical. This was Commissioned by Art Box Project SJ Phantom Galleries/Two Fish Design studio.

During the Shelter- in-place times I collaborated with Artists in Sunnyvale Art Club and painted several group art installations/mural art projects. Below are some of my collaborative mural artworks.

3) Reverse Iizuka Art Project Phase 2— The Project unveiling happened on Nov 24,2022 at Sunnyvale Sister City--Iizuka , Japan

**Please Note:** Left photo: Is the Group art project, Right photo -- Is my Artwork in the above group art project. My artwork is located at the third row fourth column in the group art project.

I participated in the blind reference art project with blocks of one reference photo of the Fremont High School located in Sunnyvale,California. Artists at Sunnyvale Art Club collaborated with sister city Iizuka ,Japan to complete their second phase of collaborative art project.

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This group art installation will be a permanent exhibit at the City Hall located at Iizuka, Japan.

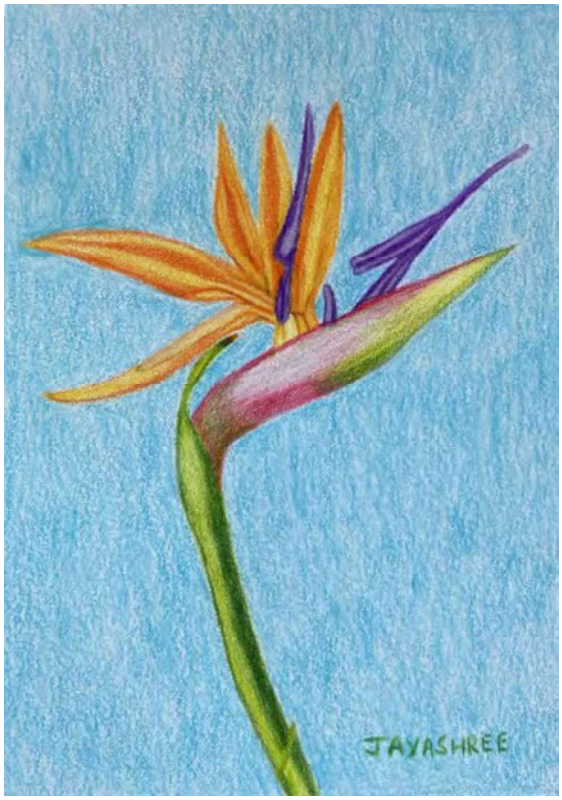
See Video on how I created my artwork.

See unveiling video at Iizuka, Japan

**More recent artworks: Please visit my website for checking out my style of artwork**

"In Love with Velocity" , Acrylics on Canvas. Created for Global Mural Mosaic Art Project

Art created for the Mouse Free Marion art project for the World Albatross day 2025




"Blooming from the Ashes" , Colored pencils on hot press watercolor paper— Art project created for LA fire victims

"A Little Red Hero" , Colored pencils on hot press watercolor paper—Art created for personal enjoyment.

Jayashree Sadasivan- Proposed Design

Artist Statement:

My Artwork Title- Rhythms of Our Roots
Tagline: Where tradition and sound grow together

This work is a celebration of rhythm, identity, and collective spirit. At its heart, the shamrock leaves—echoing the city's emblem—stand as symbols of resilience, growth, and shared roots. Flowing through them are musical notes and piano keys, representing the pulse of human expression that transcends boundaries. Surrounding this symphony, Warli-style figures dance and drum in unison, honoring ancient traditions that still echo in our modern lives.

In merging contemporary symbols with indigenous art forms, this piece becomes a powerful statement: music is not just sound—it is memory, movement, and resistance. It is how we celebrate and how we come together. This artwork is a call to remember that in every city, every culture, and every drumbeat, there is a story that must be heard.

List of Materials that will be used to paint the wine barrel:

1) Prepping the wine barrel: Will wipe and clean the wine barrel with " Simple Green All Purpose Cleaner" to remove any old mold or mildew.
2) Adding primer/gesso: Once dry I will add 2 coats of Acrylic based primer such as the Zinsser Bulls Eye 1-2-3 Interior/Exterior Multi-purpose Water-based Wall and Ceiling Primer

3) Transfer the Design: Once dry, I will then add 2 coats of white gesso as this allows me to seamlessly transfer my designs onto the barrel using a pencil. I will make sure that my designs fit the barrel proportionately.
4) Painting-For the paints I will be using a combination of Nova Color Artists Acrylic paints and exterior acrylic paint. I may also use (sparingly off course ) liqutex acrylic paint for some minor details/shading. The color palette is in my sketch above.
5) If required/needed I will paint a solid coat of colors inside the barrel in coordinating colors. Otherwise I plan to leave it unpainted.
6) Outline- For some of the finer details, I plan on using POSCA paint markers.
7)Will sign my name with date using one of the paint markers.
8) Sealant- I will use 2 coats of the sealant provided by the city to seal the artwork on the barrel.

**CONTACT INFORMATION:**
**Mail:** Henry Siu Heritage & Cultural Arts Coordinator
**Phone:** (925) 556-4509 **Email:** Henry.Siu@Dublin.ca.gov
**Address:** 100 Civic Plaza Dublin, CA. 94568

# Wine Barrel Art Project

## PROPOSAL COVERSHEET:

**Dublin 2025 Temporary Art Project, Wine Barrel Art Installation**
**Proposals will not be accepted after Monday, September 8, 2025, at 4:00 p.m.**

Please indicate experience level:

☐ Professional Artist(s) ☐ Student Artist(s), working under supervision of Art Professional

Title: "Guided by the Sun, Nurtured by the Moon"

Artist: Kelsey Thomas

Address: [redacted]

City: Morgan Hill State: CA Zip: 95037

Phone: [redacted] Fax: _____

E-mail Address: [redacted] Website www.kelseyraethomasart.com

Signature of Artist: Date:

Co-Artist, if applicable: _____

Signature of Co-Artist, if applicable: _____ Date: _____

Supervising Art Professional, if applicable: _____

Address: _____

City: State: Zip:

Phone: _____ Fax: _____

E-mail Address: _____ Website _____

Signature of Supervising Art Professional: _____ Date: _____

# Artist bio

Kelsey Rae is a contemporary artist whose work explores the intersections of nature, spirit, and human connection through vibrant color and layered symbolism. Her art has been exhibited in numerous galleries and museums internationally, including the San Francisco Museum of Modern Art, where she was honored with the prestigious Hung Liu Award.

A recipient of both the Murphy Award and the Cadogan Scholarship, Kelsey's practice has been recognized for its depth, originality, and ability to merge storytelling with visual poetry. Her work continues to travel globally, resonating with audiences from Europe to North America, and has become a touchstone for those seeking art that both heals and inspires.

Beyond her exhibitions, Kelsey is deeply committed to creating art that nurtures community and celebrates the beauty of shared human experience.

# Artist Resume

**Education:**

Mills College, Oakland, CA [2020-2022] Masters in Fine Art

California State University Monterey Bay, Seaside, CA [2018-2020] Bachelor's in visual

& Public Art

Monterey Peninsula College, Monterey, CA [2016-2018] Associates in Early Childhood

Education

**Awards/Exhibitions:**

California Seltzer Art Fair, 2024, 2025

A Brief History of the Future" The 2024 documentary

Tree House Art Show, 2024

Rebels and Renegades festival, 2024

Caliroots Festival, 2023

Finalist for Headlands center for the Arts, 2022

Recipient of the 2022 Hung Liu Award, 2022

Bay Area Student Shorts Film Festival, Moraga, 2022

Bedford Gallery, If A Tree Falls: Art of the Boundary Oak, Walnut Creek, 2021

Public Art Mural, Gilroy, 2021

Public Art Mural, Oakland, 2021

Murphy and Cadogan Award and Exhibition, SOMArts San Francisco, 2021

Public Art Commission, Dublin, 2021

Dublin Arts Collective Exhibition, Dublin, 2021

Apex Art Juror, New York 2021

CAMFABY GLAMFA Exhibition, Los Angeles 2021

MFA Chronicles podcast 2021

Remote Red Carpet with Cristian Siriano, Manhattan, 2020

Environmental Affairs Committee (EAC) Newsletter, Monterey 2020

SF Museum of Craft and Design. Exhibition "Cultural Quilt" San Francisco 2020

Sebastopol Center for the Arts. Exhibition "Who Are You" Sebastopol California 2020

SF Museum of Craft and Design. Exhibition "Let's Face It" San Francisco 2020

Artist-In-Residency Program, Monterey California 2019-2020

Curator and artist for pop up exhibition “The Offices of” Seaside California 2019

Salinas Chinatown Intervention, Salinas California 2019

Site Seven, California State University Monterey Bay, 2019

Sculpture as Art Fashion Show, California State University Monterey Bay, 2019

Site Six, California State University Monterey Bay, 2018

Symposium, California State University Monterey Bay, 2018

## Artist statement

“Guided by the Sun, Nurtured by the Moon”

This artwork represents the deep, unbreakable bond between mother and child through the eternal dance of the sun and moon. The sun, symbolizing the mother, radiates warmth, life, and guidance, illuminating the path forward with unwavering strength. The moon, symbolizing the daughter, reflects that light with grace and serenity, offering balance, reflection, and gentle renewal. Together, they embody the cycle of growth, nurturing, and harmony.

Drawing inspiration from Mother Nature and the Dublin, California landscape, the design will weave vibrant earth tones, local wildflowers, and organic ivy patterns into the imagery, grounding the celestial figures in the beauty of the natural world. The sun and moon will be painted as interwoven faces, tenderly leaning into one another, symbolizing unity and interdependence.

Just as the sun and moon rely on each other—day and night in perfect rhythm—so too do mother and child. This balance is the essence of life: growth cannot thrive without both warmth and reflection, and love cannot flourish without both strength and tenderness. The artwork invites the community to see themselves within this cosmic

relationship, celebrating motherhood, childhood, and the cycles of nature that connect us all.

**CONTACT INFORMATION:**
**Mail:** Henry Siu Heritage & Cultural Arts Coordinator
**Phone:** (925) 556-4509 **Email:**Henry.Siu@Dublin.ca.gov
**Address:** 100 Civic Plaza Dublin, CA. 94568

# Wine Barrel Art Project

## PROPOSAL COVERSHEET:

**Dublin 2025 Temporary Art Project, Wine Barrel Art Installation**
**Proposals will not be accepted after Monday, September 8, 2025, at 4:00 p.m.**

Please indicate experience level:

☐ Professional Artist(s) ☒ Student Artist(s), working under supervision of Art Professional

Title: Connections

Artist: Maevry Moon Thomas

Address: [redacted]

City: Morgan Hill State: CA Zip: 95037

Phone: [redacted] Fax: _____

E-mail Address: [redacted] Website _____

Signature of Artist: Date: 7/30/2025

Co-Artist, if applicable: _____

Signature of Co-Artist, if applicable: _____ Date: _____

Supervising Art Professional, if applicable: Neil Thomas

Address: [redacted]

City: Morgan Hill State: CA Zip: 95037

Phone: [redacted] Fax: _____

E-mail Address: [redacted] Website _____

Signature of Supervising Art Professional: _____ Date: 7/30/2025

## Project Overview

We propose to create a barrel design titled *Connections*, an abstract yet emotionally resonant artwork inspired by the bonds between parent and child. The piece will combine **bold, high-contrast abstract forms—**which research shows help stimulate infant visual development—with **gentle, universal imagery of connection**, such as silhouettes of parent and child hands, figures, and faces.

The artwork will be designed to feel both visually engaging for young children and aesthetically refined for adult viewers, creating an inclusive piece that invites families to pause, explore, and share a moment together.

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## Concept & Inspiration

Studies in early childhood development show that babies are especially responsive to bold, high-contrast visuals—particularly in black, white, and primary colors. This design will use these contrasts as a foundation, weaving in layered textures, color accents, and abstract patterns to create visual depth for all ages.

Interspersed within the abstract shapes will be **subtle figurative elements—**gentle outlines of parents holding children, side profiles of shared laughter, and hands reaching for one another—symbolizing care, security, and belonging.

The goal is to make an artwork that:

- Captures a baby's attention.
- Engages children with playful patterns and bright shapes.
- Speaks to adults through emotional resonance and aesthetic quality.
- Reflects Dublin's commitment to community, diversity, and connection.

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## Design Elements

- **Base Color Palette:** Strong contrasts of black and white, accented with bold primary colors (red, yellow, blue) for visual stimulation.

- **Abstract Composition:** Geometric and organic shapes layered in a rhythmic pattern, encouraging exploration from multiple angles.
- **Subtle Silhouettes:** Parent-and-child imagery softly embedded in the design, visible upon closer inspection.
- **Engagement Feature:** Elements that “unfold” visually as viewers move around the barrel, making the experience interactive.

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## Site-Specific Appeal

*Connections* would be ideal for installation in a family-friendly public space such as near a park, library, or community gathering area. It will serve as a visual landmark for families, a conversation starter, and a photo-friendly location for parents and children alike.

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## Execution & Materials

- **Materials Provided:** New unfinished oak wine barrel from the City of Dublin.
- **Artist-Provided Materials:**
    1. Exterior-grade acrylic paints for durability and vibrancy.
    2. Brushes, masking tape for clean geometric lines, and sponges for textural effects.
- **Sealant:** City-provided sealant applied by the artist after painting.

## Community Engagement & Impact

*Connections* invites viewers of all ages to interact with the artwork—babies drawn to the bold contrasts, children captivated by patterns, and adults touched by the universal imagery of love and family. Its layered approach allows for multiple interpretations and encourages repeat visits to notice new details.

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## Final Statement

Through *Connections*, we hope to celebrate the beauty of family bonds in a way that is visually exciting for the youngest members of the community, while still offering artistic sophistication that resonates with all ages. This project will stand as a joyful, inclusive, and thought-provoking addition to Dublin's public art collection.

**Artist Bio – Neil Edward Thomas**

Neil Edward Thomas is a seasoned artist and educator with over three decades of experience inspiring creativity in the classroom and beyond. Having served as an art teacher in Walnut Creek and San Jose for more than 30 years, Neil has dedicated his career to nurturing artistic talent, fostering creative problem-solving, and introducing students to the transformative power of the visual arts.

As a professional artist, Neil specializes in large-scale murals and intricate wood carvings, bringing both bold vision and meticulous craftsmanship to his work. His artistic style is rooted in storytelling, with a focus on creating pieces that engage communities, enliven public spaces, and invite viewers to connect on a deeper level.

For this project, Neil will collaborate with his granddaughter, Maevry Moon Thomas, guiding her through the process of designing, executing, and completing a public art installation. This partnership reflects Neil's commitment to passing on artistic skills, instilling professional work habits, and sharing his passion for community-based art with the next generation. Together, they aim to create a work that is both visually compelling and educational, blending Neil's expertise with Maevry's emerging creative voice.

**Artist Bio – Maevry Moon Thomas**

Maevry Moon Thomas is an emerging young artist with a deep curiosity for creative expression and a passion for learning new artistic techniques. Inspired by her family's strong connection to the arts, Maevry is eager to explore the process of creating public art that resonates with community members.

This project marks her first collaboration with her grandfather, professional artist and educator Neil Edward Thomas, who will mentor her through each step of the design and execution process. Maevry brings a fresh perspective, imaginative ideas, and an openness to experimentation, while learning professional skills that will serve her as she continues to grow as an artist. Together, they aim to create an artwork that blends the wisdom of experience with the excitement of new discovery.

**CONTACT INFORMATION:**
**Mail:** Henry Siu Heritage & Cultural Arts Coordinator
**Phone:** (925) 556-4509 **Email:**Henry.Siu@Dublin.ca.gov
**Address:** 100 Civic Plaza Dublin, CA. 94568

# Wine Barrel Art Project

## PROPOSAL COVERSHEET:

**Dublin 2025 Temporary Art Project, Wine Barrel Art Installation**
**Proposals will not be accepted after Monday, September 8, 2025, at 4:00 p.m.**

Please indicate experience level:

☐ Professional Artist(s) ☒ Student Artist(s), working under supervision of Art Professional

Title: Lunar Reflections

Artist: Maevry Moon Thomas

Address: [redacted]

City: Morgan Hill State: CA Zip: 95037

Phone: [redacted] Fax: _____

E-mail Address: [redacted] Website_____

Signature of Artist: Date: 7/30/2025

Co-Artist, if applicable: _____

Signature of Co-Artist, if applicable: _____ Date: _____

Supervising Art Professional, if applicable: Neil Thomas

Address: [redacted]

City: Morgan Hill State: CA Zip: 95037

Phone: [redacted] Fax: _____

E-mail Address: [redacted] Website_____

Signature of Supervising Art Professional: _____ Date: 7/30/2025

**Project Overview:**
For this project, I propose transforming one of the City's new unfinished oak wine barrels into a luminous, moon-themed art piece titled *Lunar Reflections*. The design will be inspired by the serene beauty of the moon and its symbolic ties to cycles, connection, and reflection. This theme aligns with Dublin's welcoming atmosphere by creating a visually captivating piece that invites viewers to pause, engage, and immerse themselves in an imaginative, celestial experience.

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**Concept & Inspiration:**
The moon has been a source of inspiration for cultures worldwide—symbolizing unity across distance, shared wonder, and the natural rhythms of life. My design will incorporate soft gradients of deep navy, midnight blue, and silver-white, creating the illusion of moonlight glowing against a darkened sky. Hand-painted lunar phases will encircle the barrel, creating a 360-degree story that changes as viewers walk around it.

Small, subtle details—such as tiny constellations, crater textures, and iridescent paint highlights—will invite patrons to come closer, encouraging interaction and discovery. This tactile and visual engagement will make the barrel a memorable feature for both residents and visitors.

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**Design Elements:**

- **Base Color:** Deep midnight blue background with subtle star-like speckles.
- **Primary Feature:** A large, full moon prominently displayed on one side, painted with detailed crater textures using layered whites, grays, and silvers.
- **Secondary Features:** Moon phases wrapping around the barrel in a continuous cycle.
- **Accents:** Iridescent paint for select star clusters and highlights, catching light at different angles.
- **Texture Work:** Slight raised textures for moon craters to add a tactile element for engagement.

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**Site-Specific Appeal:**
Whether placed downtown, near a park, or by a cultural gathering space, *Lunar Reflections* will create a serene yet intriguing presence. Its night-sky imagery will encourage passersby to stop, take photos, and reflect—fostering a sense of wonder and connection in Dublin's community spaces.

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**Execution & Materials:**

- **Materials Provided:** New unfinished oak wine barrel from the City of Dublin.
- **Artist-Provided Materials:**
    1. High-quality exterior acrylic paints suitable for wood surfaces.
    2. Brushes, sponges, and fine-detail tools.
    3. Iridescent and metallic acrylic accents.
    4. Wood stain (for parts of the design that may integrate the natural grain).
- **Sealant:** City-provided sealant will be applied by the artist after painting.
- **Process:**
    1. Sand and prepare the wood surface for optimal paint adhesion.
    2. Apply base coat and background gradients.
    3. Layer moon and phase designs using detailed hand-painting techniques.
    4. Add constellations and metallic highlights.
    5. Apply City-provided sealant for weather resistance and longevity.

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**Community Engagement & Impact:**
The moon is a universal symbol that resonates across cultures and generations. *Lunar Reflections* will inspire curiosity, spark conversations, and become a photo-worthy landmark. The tactile textures and interactive nature of walking around to view each moon phase encourage deeper engagement and exploration.

**Final Statement:**
With *Lunar Reflections*, I aim to bring a touch of the night sky to Dublin's streets—creating an inviting, whimsical, and meaningful public art piece. The project will transform a functional barrel into a celestial landmark, enhancing the city's visual landscape and encouraging residents to see the familiar in a new light.

**Artist Bio – Neil Edward Thomas**

Neil Edward Thomas is a seasoned artist and educator with over three decades of experience inspiring creativity in the classroom and beyond. Having served as an art teacher in Walnut Creek and San Jose for more than 30 years, Neil has dedicated his career to nurturing artistic talent, fostering creative problem-solving, and introducing students to the transformative power of the visual arts.

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This project marks her first collaboration with her grandfather, professional artist and educator Neil Edward Thomas, who will mentor her through each step of the design and execution process. Maevry brings a fresh perspective, imaginative ideas, and an openness to experimentation, while learning professional skills that will serve her as she continues to grow as an artist. Together, they aim to create an artwork that blends the wisdom of experience with the excitement of new discovery.

# Malavika Oak

[redacted] | [redacted] | **Pleasanton, CA** |

Instagram: @malavikaspaintings

## ARTIST STATEMENT

A passionate plein air artist with 10+ years of experience capturing urban and natural landscapes in oil and watercolor. My work blends observational detail with expressive color, celebrating the intersection of community, nature, and place. With roots in both fine art and user experience design, I bring thoughtful storytelling, visual clarity, and human-centered creativity to every project—especially in public art that aims to uplift and connect.

## ART EXPERIENCE

**Plein Air Artist**
*2014 – Present*

- Painting in public spaces using oil and watercolor to reflect the beauty and rhythm of everyday environments.
- Dedicated to portraying the spirit of local communities through vibrant, nature-inspired compositions.
- Active sketcher and painter in parks, city streets, and rural areas.

**Dublin Utility Box Project 2025**
*Dublin City*

- *Painted the utility box for the city of Dublin*

**Juried Exhibitions & Group Shows**
*Tri-Valley, Tracy, Manteca & Greater Bay Area*

- Exhibited in local shows including seasonal plein air festivals, pop-up galleries, and juried art shows.
- Participated in the Tri Valley Open Studios

**Awards & Recognition**

- Received multiple awards for artistic excellence from city-hosted and independent art organizations in:
    - **Tri-Valley**
    - **Tracy**
    - **Manteca**

## 💼 DESIGN EXPERIENCE

**Senior UX Designer**
*Various Tech & Health Platforms | [15 years]*

- Expertise in human-centered design, accessibility, and visual communication.
- Collaborates cross-functionally to craft thoughtful, intuitive user experiences—skills that translate into accessible and engaging public art.
- Brings a trained eye for layout, hierarchy, and interaction to large-scale visual compositions.

## SKILLS & MEDIUMS

- **Primary Mediums:** Oil, Watercolor, Gouache
- **Specialties:** Plein air landscapes, florals, urban-nature themes
- **Design Tools:** Figma, Adobe Suite (Photoshop, Illustrator)
- **Public Art Readiness:** Colorfast material knowledge, composition for large surfaces, visual storytelling, and community-driven design

Artist: Malavika Oak

**Spanish cultural theme art**

Elements used in the design

Barrel vision

**CONTACT INFORMATION:**
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# Wine Barrel Art Project

## PROPOSAL COVERSHEET:

**Dublin 2025 Temporary Art Project, Wine Barrel Art Installation**
**Proposals will not be accepted after Monday, September 8, 2025, at 4:00 p.m.**

Please indicate experience level:

☒ Professional Artist(s) ☐ Student Artist(s), working under supervision of Art Professional

Title: Song of the Bamboo

Artist: Nan Wang

Address: [redacted]

City: Pleasanton State: CA Zip: 94588

Phone: [redacted] Fax: _____

E-mail Address: [redacted] Website _____

Signature of Artist: [signature] Date: Aug. 31. 2025

Co-Artist, if applicable: _____

Signature of Co-Artist, if applicable: _____ Date: _____

Supervising Art Professional, if applicable: _____

Address: _____

City: State: Zip:

Phone: _____ Fax: _____

E-mail Address: _____ Website _____

Signature of Supervising Art Professional: _____ Date: _____

**Artist Qualifications:**

Nan is a local artist specializing in printmaking and a member of the Dublin Art Collective. She actively participates in DAC exhibitions, including the WELLNESS Art Show at the John Muir Auxiliary Gallery and the Monochrome Artwork exhibition in Dublin. In addition to exhibiting locally, she also shares and sells her prints through both exhibitions and online platforms.

With a background in oil painting and watercolor, Nan ultimately discovered her passion in printmaking. Her work is distinguished by the powerful use of black-and-white contrasts, creating bold visual effects and refined artistic expression. Beyond her own practice, she is dedicated to arts education, teaching children's painting classes at local Chinese schools.

**Artist Statement**:

This design draws inspiration from traditional Chinese blue-and-white porcelain, reimagined in the form of a wine barrel. The imagery of a small bird perched gracefully on bamboo evokes peace and harmony with nature. The bamboo is a long-standing symbol of integrity and strength in Chinese art. The red seal adds a personal touch that references calligraphy and painting traditions.

The work is like a dialogue between East and West, tradition and modernity.

**Design:**

**Materials and Techniques**

- Surface: New unfinished oak wine barrels (provided by the City).
- Medium: Outdoor acrylic paints.
- Technique: Freehand drawing, geometric composition, and layering of bold colors with brush application.
- Sealant: City-provided protective sealant for weather resistance and durability.

**Dimensions and Scale**

- Barrel height: 35–37 inches.
- Belly diameter: 28 inches.
- Head diameter: 24 inches.
- Capacity: 59 gallons (225 liters).
- Weight: approx. 125 lbs.

**Installation Strategy**

- Two to three coats of acrylic paint will be applied for vibrancy and longevity.
- The design will be sealed with the provided weatherproof sealant to protect against sunlight, moisture, and outdoor conditions.

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**Address:** 100 Civic Plaza Dublin, CA. 94568

# Wine Barrel Art Project

## PROPOSAL COVERSHEET:

**Dublin 2025 Temporary Art Project, Wine Barrel Art Installation**
**Proposals will not be accepted after Monday, September 8, 2025, at 4:00 p.m.**

Please indicate experience level:

☒ Professional Artist(s) ☐ Student Artist(s), working under supervision of Art Professional

Title: KISS ME I'M IRISH

Artist: VANESSA THOMAS

Address: [redacted]

City: DUBLIN State: CA Zip: 94568

Phone: [redacted] Fax: _____

E-mail Address: [redacted] Website fablesandflora.com

Signature of Artist: Date: 09/08/2025

Co-Artist, if applicable: _____

Signature of Co-Artist, if applicable: _____ Date: _____

Supervising Art Professional, if applicable: _____

Address: _____

City: State: Zip:

Phone: _____ Fax: _____

E-mail Address: _____ Website_____

Signature of Supervising Art Professional: _____ Date: _____

## Temporary Art Project, Dublin Wine Barrel

Proposal “Kiss Me I’m Irish”
Lead Artist: Vanessa Thomas
September 8, 2025

**b. Artist Qualifications:**
Lead Artist: Vanessa Thomas

Temporary Public Art Installation Experience:

- October 2022, “Bookworms” Dublin Free Little Library project

- June 2022, Picture This Tri-Valley – 3 Giant Painted Frames in Dublin, Danville and San Ramon namely “Inclusive Hearts, Succulent Life and Bee Happy”

- January 2022, “Lawn Display – We Are Dublin” co-artist with Sawsan Wolski

- December 2020 “Festive Dublin” Dublin California Santa Drive-Thru Signage. Theme “Festive Wild Turkey” letter L.

- November 2020 “See My Humanity” Dublin California Sign Card for Justice, Tri-Valley for Black Lives

- October 2020 “Where to from here” Public Art Signage, Art Walk Livermore, California. Theme “Enlightenment”

- March 2020 “A Chair to Remember” Adirondack Chair, Dublin, California Theme” Of Poppies and Pollinators”

- September 2018 “"Selfie Station - Chairing is Caring", Splatter Festival Dublin, California. Themed chairs were available as interactive art pieces so children could touch and engage with the art. The chairs included "Flora and Flyers" representing flora and pollinators, "The Last Straw", dealing with plastic contamination of the oceans, "The Moot Point" addressing the topic of meat consumption and air pollution and "Molecular Me" highlighting the importance of understanding how our bodies work at a microscopic level including our chromosomes.

**c. Artist Statement**:

This fun, nature-inspired design combines a touch of humor with two well-known sayings. The first, “Kiss me, I’m Irish,” refers to the tradition of kissing the Blarney Stone in Ireland to gain the legendary gift of eloquence and persuasion as well as celebrating the City of Dublin’s connection to immigrants from the region. The second, “You’ve got

to kiss a lot of frogs before you meet the handsome prince," was inscribed on a gift from my cousin in my youth and has always stayed with me. While often used in the context of dating, the metaphor can be applied more broadly to any situation where persistence is needed. The saying is a modern interpretation of the Brothers Grimm fairy tale, "The Frog Prince".

The upside-down frog at the center of this piece playfully nods to the unusual position people find themselves in while leaning back to kiss the Blarney Stone. By blending these two ideas, the artwork celebrates nature, storytelling, and the often-humorous paths we take in search of connection, transformation, and a little bit of magic.

**d**. **Design:**
Title: "Kiss Me I'm Irish" by Vanessa Thomas

Proposed Materials:

1. Sealer, Acrylic paint, Protective coating

.

e. **Cost Estimate**:

Assembly, paint, labor and transportation $500

# Vanessa Lee Thomas

**ARTIST STATEMENT**

Vanessa Lee Thomas produces Fine Art Floral Photographic artworks. viewers to experience mindful moments of calm and gratitude with a series of vibrant floral images and sometimes feminist/ societal justice commentary, produced with varied photographic digital processing techniques. These vivid and moving pieces are gentle reminders of the simple pleasures and joy that communing with nature brings.

Vanessa is an award-winning, published Floral Photographer, TEDx Speaker and Owner of Fables Flora LLC, originally from South Africa but now based in Dublin California where she Co-Founded the Dublin Arts Collective. She has authored a children's picture book "Days of the Week With Joa Jerboa" aimed at children with dyscalculia and has participated in exhibitions in the United Kingdom and the United States.

Upon identifying a gap in the reporting of arts related news pertaining to the City of Dublin, Vanessa initiated a project, with the encouragement of the City of Dublin Heritage and Arts Commission, to create a platform where the community could engage with visual artists and highlight local artists, arts events and projects. After eventually teaming up with F.CO. Gallery Owner Sawsan Wolski and former Dublin Arts Foundation President, Claudia McCormick, the three founded the Dublin Arts Collective (DAC) nonprofit. The DAC is entirely volunteer-run and operates to support local artistic endeavor.

A self-taught photographic artist, Vanessa uses the medium of photography to create a dialogue between nature and the human experience. Her creations include digital artworks focusing on subject matter drawn from current societal trends and nature with all its rich and vibrant hues.

Uplifting encouragement based on her mantra "Think. Act. Persevere." is at the core of her work and she wholeheartedly subscribes to the idea that life is #BetterWithFlowers

*"Some buds never flower, if we are fortunate enough to bloom, we should do so with all the enthusiasm and vigor we can muster." Vanessa Lee Thomas*

Agenda Item 5.4

# STAFF REPORT

CITY COUNCIL

**DATE:** **December 2, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Summary Vacation of Public Utility Easements Located in Tract 8372 at the Boulevard Development
*Prepared by: Oscar Rivera, Associate Civil Engineer*

**EXECUTIVE SUMMARY:**

The City Council will consider approving a summary vacation of portions of public utility easements on Lots 64, 68, and 75 of Tract 8372, which is part of the Boulevard development. The easements have not been used for the purpose for which they were dedicated and are no longer needed.

**STAFF RECOMMENDATION:**

Adopt the **Resolution** Summarily Vacating Public Utility Easements on Lots 64, 68, and 75 of Tract 8372.

**FINANCIAL IMPACT:**

There is no impact to the General Fund. All costs associated with the preparation of this report and the processing of the summary vacation are borne by the developer.

In accordance with Section 8336 of the Streets and Highways Code, no fee shall be charged for the recordation of the certified copy of the resolution of vacation.

**DESCRIPTION:**

An offer of dedication of public utility easements to the City was made on the Final Map of Tract 8372, which was recorded on November 29, 2021. The public utility easements are for construction and maintenance of utility structures and appurtenances. The public utility easements were accepted on behalf of the City of Dublin when the City Engineer approved the final map. No public utility infrastructure was ultimately constructed within the subject easements. The relevant utility companies have confirmed that these easements are not required for their current or future service needs. Accordingly, the project developer has requested the vacation of these easements to permit the unencumbered construction of

landscape retaining walls within the easement area.

Pursuant to the Streets and Highways Code Section 8333(b), the City Council may summarily vacate public service easements, which includes the public utility easements, if the easements were dedicated less than five years, or more than one year, immediately preceding the proposed vacation, and the easement was not used continuously since that date. The Final Map of Tract 8372 was recorded on November 29, 2021, which meets the timeframe required by the Streets and Highways Code. There are no public utilities constructed within the easement areas, the easement was not used continuously, and the City no longer requires the easements. Therefore, the City Council may summarily vacate the easements.

Following adoption of the resolution, pursuant to Streets and Highways Code Sections 8335 and 8336, the City Clerk will record a certified copy of the resolution of vacation in the office of the County Recorder. Upon such recordation, the vacation is complete. The attached resolution also authorizes the City Manager to quitclaim any interest in the easements should the title company require a quitclaim deed to clear the easements from the title of the property.

General Plan Consistency

The Streets and Highways Code Section 8313 requires that, if the proposed vacation of a street or public service easement is within an area for which a general plan is adopted, the City Council must consider the General Plan prior to vacating the easement. It further requires that Government Code Section 65402, which states that the Planning Commission shall report as to the conformity with the City's General Plan, shall be followed if that section applies to the proposed vacation; however, this section is not applicable in this situation because the proposed vacation of the public service easement does not qualify as the disposition of real property.

**ENVIRONMENTAL REVIEW:**

This vacation is categorically exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15301, Existing Facilities.

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

1) Resolution Summarily Vacating Public Utility Easements on Lots 64, 68, and 75 of Tract 8372
2) Exhibit A to the Resolution – Legal Description and Plats of Public Utility Easement

# RESOLUTION NO. XX – 25

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

## SUMMARILY VACATING PUBLIC UTILITY EASEMENTS ON LOTS 64, 68, AND 75 OF TRACT 8372

**WHEREAS,** Section 8333 of the California Streets and Highways Code provides for the summary vacation of public service easements; and

**WHEREAS,** the owner requests to summarily vacate portions of a Public Utility Easement on Lots 64, 68, and 75, as described on **Exhibit A** to this Resolution; and

**WHEREAS,** the Public Utility Easement was dedicated to the public on November 29, 2021, with the Final Map for Tract 8372, Book 367, Pages 26-35 in the Alameda County Official Records; and

**WHEREAS,** Subsection (b) of Section 8333 of the California Streets and Highways Code authorizes the City Council to summarily vacate a public service easement that was dedicated less than five years, and more than one year, immediately preceding the proposed vacation, and the easement was not used continuously since that date; and

**WHEREAS,** the California Streets and Highways Code Section 8313 requires that, if the proposed vacation of a street or public service easement is within an area for which a general plan is adopted, the City Council must consider the General Plan prior to vacating the easement; and

**WHEREAS,** the California Streets and Highways Code Section 8313 further requires that Government Code Section 65402, which states that the Planning Commission shall report as to conformity with the General Plan, shall be followed if that section applies to the proposed vacation; and

**WHEREAS,** the California Streets and Highways Code Section 8313 is not applicable in this situation because the proposed vacation of the public service easement does not qualify as the disposition of real property.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin finds that:

1. The vacation of the Public Utility Easement is made under Streets and Highways Code, Division 9, Part 3, Chapter 4. Summary Vacation.

2. There are no known public facilities or utilities located within the Public Utility Easement to be vacated.

3. The easement was dedicated less than five years, and more than one year, immediately preceding the vacation and the easement was not used continuously since that date.

4. All utility companies providing service in the project area have been notified about the proposed vacation and have not objected.

5. The vacation of the Public Utilities Easement is in conformance with the City's General Plan pursuant to Streets and Highways Code Section 8313.

6. The proposed vacation of the Public Utilities Easement is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to Title 14 California Code of Regulations, CEQA Guidelines Section 15301, Existing Facilities.

**BE IT FURTHER RESOLVED** that based on the findings made and the above provisions of Section 8333 of the Streets and Highways Code, the City Council hereby orders the summary vacation of portions of a Public Utility Easement on Lots 64, 68, and 75, as described on **Exhibit A.**

**BE IT FURTHER RESOLVED** that the City Manager or designee is hereby authorized to take any and all further actions to effectuate the vacation of the easement, including the execution of a Quiclaim Deed, if necessary.

**BE IT FURTHER RESOLVED** that the Clerk of this City Council is hereby directed to transmit a certified copy of this Resolution to be recorded in the office of the County Recorder or Alameda.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Dublin this 2nd day of December 2025, by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

# EXHIBIT A

Real property situate in the City of Dublin, County of Alameda, State of California, and being portions of the existing Public Utility Easements (PUE) over Lots 64, 68 and 75 as shown on the Subdivision Map entitled "TRACT 8372 – IVY, VINE, & AVALON AT BOULEVARD", recorded on November 29, 2021 in Book 367 of Maps at Pages 26-35, Official Records of said County, and being more particularly described as follows:

## Portion of PUE - Lot 64

**Commencing** at the northeast corner of Lot 64, thence along the north line of Lot 64, North 88° 24' 09" West, 11.00 feet for the **Point of Beginning** hereof; Thence across Lot 64, South 01° 35' 51" West, 3.00 feet to a point on the south line of the existing Public Utility Easement (PUE) and Dublin San Ramon Services District (DSRSD) Easement; Thence along the south line of the PUE & DSRSD easement, North 88° 24' 09" West, 75.29 feet to an ell corner of said easements; Thence across Lot 64, North 01° 35' 51" East, 3.00 feet to a point on the north line of Lot 64; Thence along said north line, South 88° 24' 09" East, 75.29 feet to the Point of Beginning hereof.

**Containing** a land area of 226 square feet, more or less.

## Portion of DSRSD Easement - Lot 68

**Beginning** at an ell corner common to Lot 68 and Parcel A, being at the western terminus of the line labeled North 46° 28' 41" West, 5.42 feet; thence along said common line, South 43° 31' 19" West, 10.00 feet; thence across Lot 68 for the following three (3) courses: (1) North 46° 28' 41" West, 6.00 feet, (2) North 43° 31' 19" East, 10.00 feet; and (3) South 46° 28' 41" East, 6.00 feet to the **Point of Beginning.**

## EXHIBIT A

**Containing** a land area of 60 square feet, more or less.

**Portion of PUE - Lot 75**

**Commencing** at the northeast corner of Lot 75, thence along the east line of Lot 75, South 01° 35' 51" West, 7.00 feet for the **Point of Beginning** hereof; Thence continuing along said east line of Lot 75, South 01° 35' 51" West, 13.00 feet; Thence across Lot 75 for the following three (3) courses: (1) North 88° 24' 09" West, 10.50 feet, (2) North 01° 35' 51" East, 13.00 feet, and (3) South 88° 24' 09" East, 10.50 feet to the **Point of Beginning** hereof.

Containing a land area of 137 square feet, more or less.

**See Exhibit B - Plat to accompany legal description** which is attached hereto and made a part hereof.

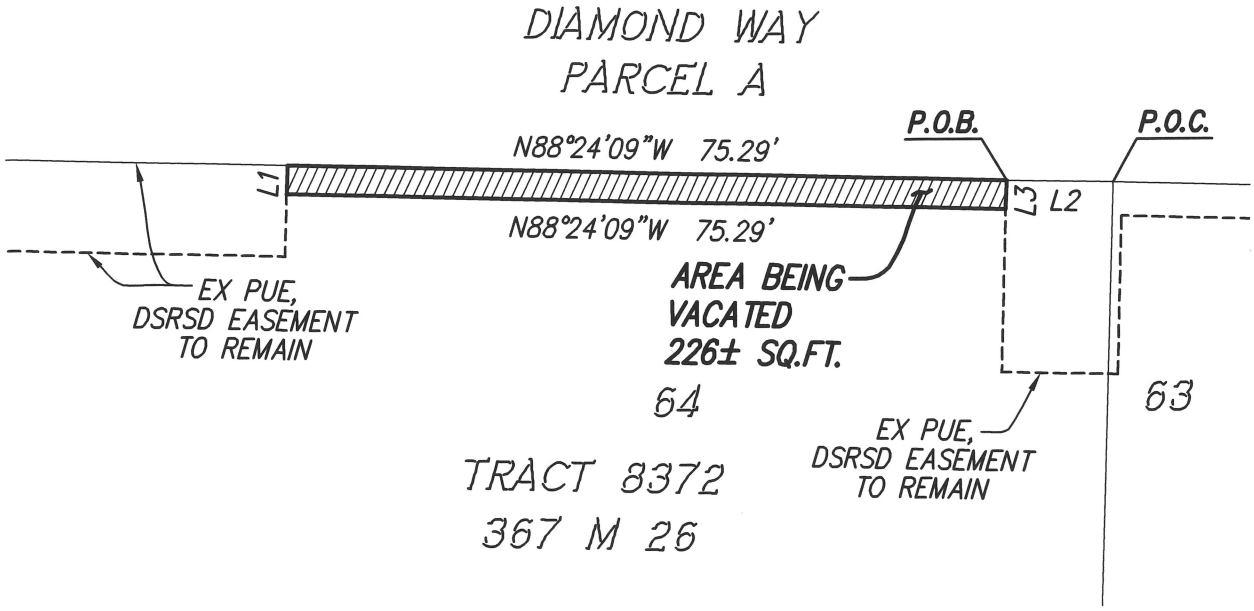
**END OF DESCRIPTION**

This description and its accompanying plat were prepared by or under the direction of:

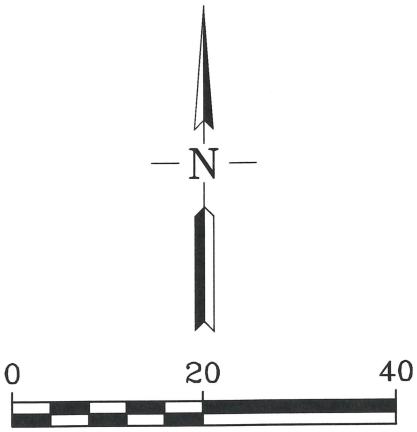
LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

8-28-2025

DATE SCOTT A. SHORTLIDGE




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N01°35'51"E | 3.00' |
| L2 | N88°24'09"W | 11.00' |
| L3 | N01°35'51"E | 3.00' |




1 inch = 20 ft.

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

## LEGEND

| | |
|---|---|
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCEMENT |
| | EXISTING PROPERTY LINE |
| SQ.FT. | SQUARE FEET |
| PUE | PUBLIC UTILITY EASEMENT |
| DSRSD | DUBLIN SAN RAMON SERVICES DISTRICT |
| | DESCRIBED AREA |

SCOTT A. SHORTLIDGE, P.L.S. 6441

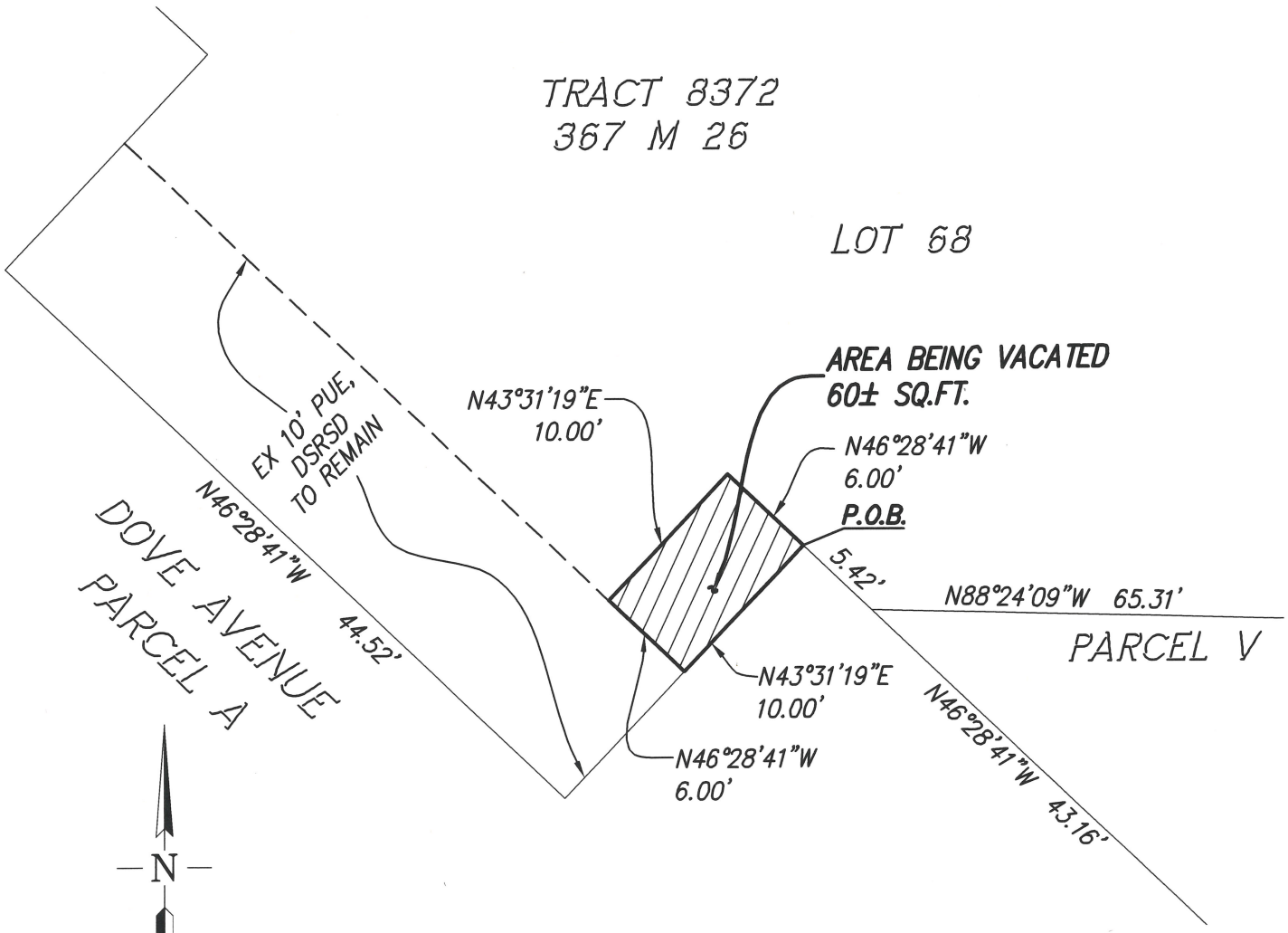
# EXHIBIT B
## PLAT TO ACCOMPANY LEGAL DESCRIPTION
## PUE VACATION

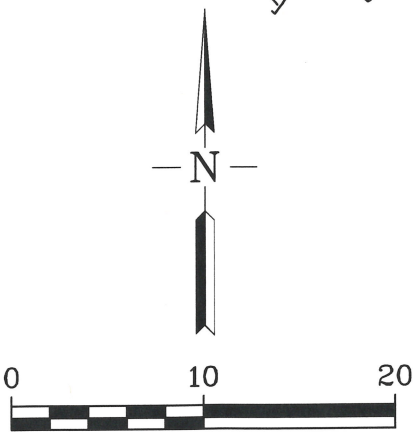
CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

\\RJA-PLSRV2\FILES\JOB2008\081076-N21-22-23\MAPPING\PLATS\DIAMOND WAY.DWG 8/20/2025 2:36:32 PM

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

| SCALE: | DATE: | JOB NO.: |
|---|---|---|
| 1"=20' | 08-28-2025 | 081076 |




1 inch = 10 ft.

## LEGEND

| | |
|---|---|
| ***P.O.B.*** | POINT OF BEGINNING |
| ——— | EXISTING PROPERTY LINE |
| SQ.FT. | SQUARE FEET |
| PUE | PUBLIC UTILITY EASEMENT |
| DSRSD | DUBLIN SAN RAMON SERVICES DISTRICT |
| ▨ | DESCRIBED AREA |

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

SCOTT A. SHORTLIDGE, P.L.S. 6441

# EXHIBIT B
## PLAT TO ACCOMPANY LEGAL DESCRIPTION
## PUE VACATION

**CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA**

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RJA
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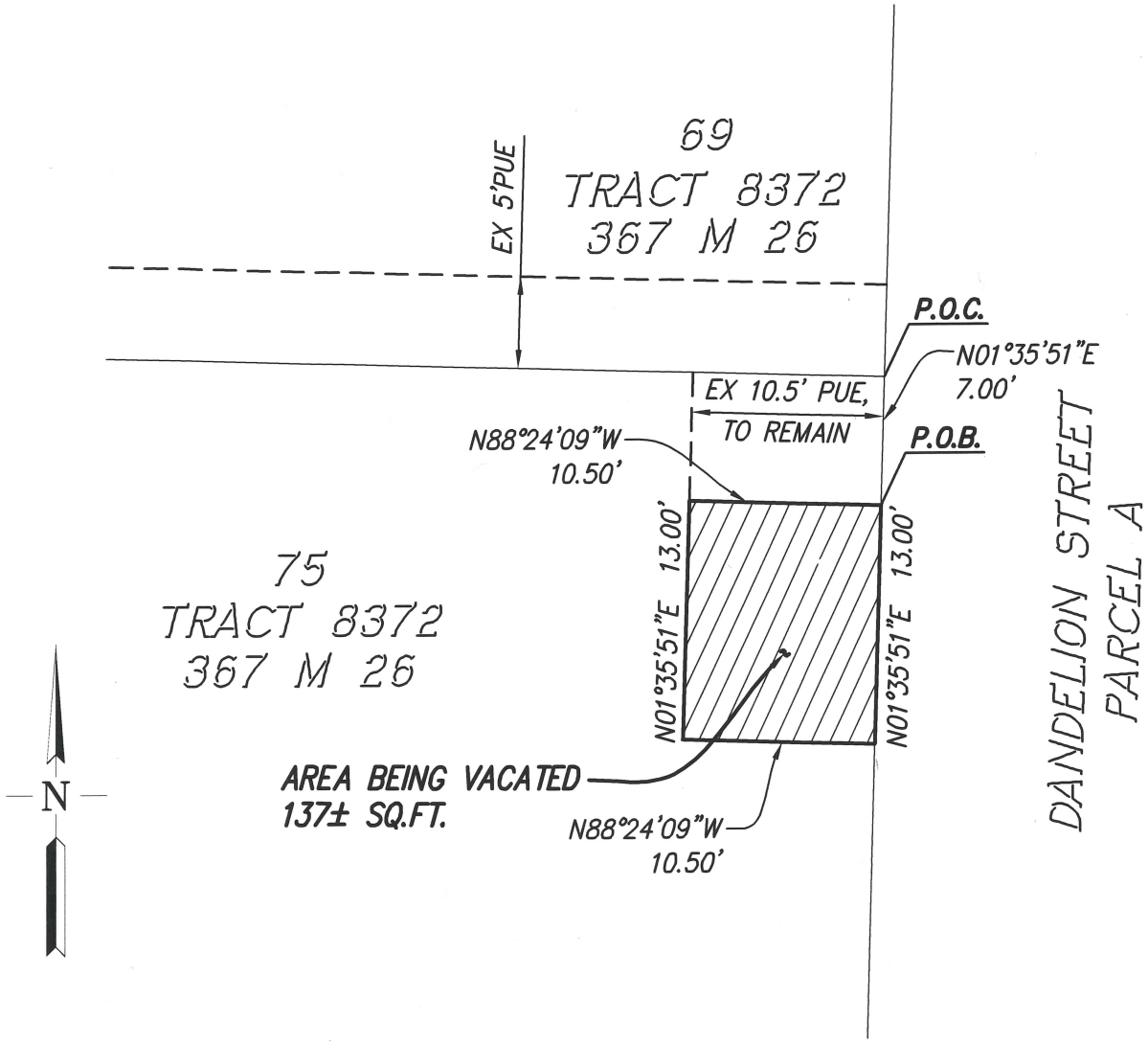
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

| SCALE: | DATE: | JOB NO.: |
|---|---|---|
| 1"=10' | 08-28-2025 | 081076 |

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1 inch = 10 ft.

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

## LEGEND

| | |
|---|---|
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCEMENT |
| ——— | EXISTING PROPERTY LINE |
| SQ.FT. | SQUARE FEET |
| PUE | PUBLIC UTILITY EASEMENT |
| DSRSD | DUBLIN SAN RAMON SERVICES DISTRICT |
| ▨ | DESCRIBED AREA |

SCOTT A. SHORTLIDGE, P.L.S. 6441

# EXHIBIT B
## PLAT TO ACCOMPANY LEGAL DESCRIPTION
## PUE VACATION

CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

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4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

| SCALE: | DATE: | JOB NO.: |
|---|---|---|
| 1"=10' | 08-28-2025 | 081076 |

Agenda Item 5.5

# STAFF REPORT

CITY COUNCIL

**DATE:** **December 2, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Annual Report of Developer Impact Fee Funds Deposits: Pursuant to California Government Code Sections 66002, 66006, and 66008 (AB 1600)
*Prepared by: Jay Baksa, Finance Director and Wendy Lam, Accounting Manager*

**EXECUTIVE SUMMARY:**

State law requires the City to review and report on an annual basis the status of development fees collected to finance public improvements. The report covers activity which occurred in these funds during Fiscal Year 2024-25. The analysis has determined that all funds held for more than five years are necessary to complete identified projects.

**STAFF RECOMMENDATION:**

Accept the report and adopt the **Resolution** Making Findings Regarding Unexpended Traffic Impact Fees for Fiscal Year 2024-25 and approve the budget change.

**FINANCIAL IMPACT:**

The financial impacts and accounting of development impact fees are discussed as part of the Staff Report. It should be noted that the Public Facility Impact Fees Fund received an advance in Fiscal Year 2024-25 from the General Fund Committed Reserve – Advance to Public Facility Fee for Wallis Ranch Community Park, Library Tenant Improvements, and Forest Park.

**DESCRIPTION:**

**Background**
Cities are authorized under State Law to require development applicants to contribute fees toward off-site public improvements, which are needed as a result of the new development. The law requires the City to review, on an annual basis, the status of development fees collected, and to provide a report 180 days from the end of the fiscal year. In addition, California Government Code Section 66006(b)(2) requires the report to be included on the City Council meeting agenda at a public meeting not less than 15 days after the information was

made available. In the event any fees remain unexpended for more than five years, the City Council must adopt a resolution making certain findings related to the continued need for the funds to complete the improvements. If findings are not made to support the retention of the funds, the unexpended fees must be returned to the current owners of the subject property.

*Major Components of the Report*
The Fiscal Year 2024-25 Annual Report of Developer Funds (Attachment 2) provides information covering the period of July 1, 2024 through June 30, 2025. The law requires disclosure of numerous details with respect to activity in these accounts, including beginning and ending balances, collections for the year, expenditures for the year, interest earned, and any refunds. For this report, the City is providing information on the following funds:

- City Impact Fees:
  - Eastern Dublin Transportation Impact Fees (EDTIF)
  - Western Dublin Transportation Impact Fees (WDTIF)
  - Specific Project Mitigation Fee
  - Public Facilities Impact Fees
  - Fire Impact Fees
  - Dublin Crossing Transportation Fee
- Regional Impact/Mitigation Fees:
  - Tri-Valley Transportation Development (TVTD) Fees
  - Regional Traffic Impact Fees Category 3 (Fee was included in EDTIF, suspended and replaced with TVTD Fees)
  - Dublin - Contra Costa County Traffic Impact Mitigation Fees
- Pass Through Fees:
  - Freeway Interchange Fees
  - BART Garage (Included in EDTIF)

Table 1 provides a high-level summary of the activity for the year, including the beginning and ending balances.

**Table 1: Annual Report of Developer Fees By Category (7/1/2024 - 6/30/2025)**

| Impact Fee Category | Beginning Balance (7/1/2024) | Additions: Fees Collected; Interest Revenue | Expenses: Project Costs; Interest; Loan Repayments; Pass-Through | Ending Balance (6/30/2025) | Change |
|---|---|---|---|---|---|
| Public Facility Fees | $12,005,796 | $4,425,584 | ($11,545,330) | $4,886,050 | ($7,119,746) |
| Fire Impact Fees | $178,376 | $89,866 | ($0) | $268,242 | $89,866 |
| Traffic Impact Fees | $31,530,762 | $4,073,966 | ($2,671,406) | $32,933,322 | $1,402,560 |
| **TOTAL** | **$43,714,934** | **$8,589,416** | **($14,216,736)** | **$38,087,614** | **($5,627,320)** |

It is important to note that these fees are restricted and can only be used for the capital-related purposes for which they have been collected. Given the multi-year nature of the capital projects to be financed, it is expected that funds will be accumulated and used based on the

timing of construction. During Fiscal Year 2024-25, the net balance of all funds reported decreased by approximately $5,627,320, which was largely attributable to the net impact of Public Facility Fee and Traffic Impact Fee funds collected during the year, and expenditures for Wallis Ranch Community Park, Forest Park, Don Biddle Community Park, Iron Horse Nature Park and Open Space, and the Tassajara Road improvements. A detailed accounting of each of the major categories is shown in the schedules included in Attachment 2.

Funds Remaining Unexpended More Than Five Years After Being Collected

One of the provisions in the State law regulating development fees is to regularly review funds collected and held for more than five years and to make certain findings to continue to hold those funds. Table 2 summarizes the accounts with contributions which have remained unexpended for more than five years.

**Table 2: Summary of Accounts With Funds Remaining Unexpended for Five Years or More After They Were Collected**

| Source of Fee | Fees Unspent for More Than 5 Years as of 6/30/2025 | Fees Unspent for Less Than 5 Years | Accumulated Interest | Total Designated As of 6/30/2025 | 2024-29 CIP Remaining Project Costs |
|---|---|---|---|---|---|
| Mitigation Fund: Central Pkwy & Park Pl Traffic Signal | $55,500 | $0 | $13,060 | $68,560 | $1,500,000 |
| Mitigation Fund: Dougherty Rd & Scarlett Dr Intersection | $45,980 | $0 | $2,950 | $48,930 | $45,980 |
| Eastern Dublin TIF[(1)] | $10,150,445 | $1,976,880 | $2,826,381 | $14,953,706 | $10,212,861 |
| Western Dublin TIF[(2)] | $1,166,066 | $840,678 | $422,766 | $2,429,511 | $1,701,115 |
| Dublin - Contra Costa County Traffic Impact Mitigation Fees | $4,433,550 | $575,525 | $1,053,075 | $6,062,150 | $5,323,192 |
| Tri-Valley Transportation Development Fee | $2,318,749 | $1,780,499 | $1,727,885 | $5,827,133 | $3,918,627 |

[1]Fifteen projects in EDTIF fee program will be undertaken beyond the current CIP time frame, totaling approximately $61.7 million.

[2]Eight projects in the WDTIF fee program will be undertaken beyond the current CIP time frame, totaling approximately $8.8 million.

Proposed Resolution Making Necessary Findings

To be able to retain fees longer than five years, certain findings must be made by the City Council. Without this action, the fees would need to be refunded. All fees summarized in the previous section of this report have identified projects that will require funding in the future. The funding needed includes the accumulated interest, which is allocated to and expended on only the authorized projects. Adoption of the Resolution (Attachment 1) will allow the City to continue to retain the fees to fund the projects for which they were collected.

Right to Reimbursement

As provided for in the Consolidated Impact Fee Administrative Guidelines, Staff is to annually evaluate impact fee balances and analyze the potential use of funds collected to reduce Impact Fee Credits that have converted to a Right to Reimbursement (RTR).

When a developer is granted an Impact Fee Credit, the initial credit period is 10 years. During that time the credit can be applied against fees owed. At the end of the credit period, a developer has an option to extend the credit period in perpetuity or convert to an RTR. The RTR continues for 10 years, and any unpaid amount is forfeited at the end of the RTR period.

The following is a summary of current impact fee RTR balances:

- Eastern Dublin TIF - $499,759
- Fire - $1,238,824

Additionally, Staff annually budgets RTR payments conservatively based on expected fee revenue. At times, if the City receives more fees than projected, Staff requests a budget adjustment during the annual AB1600 review. Staff recommends the City Council approve a budget change in the amount of $175,000 for reimbursement of Fire Impact Fee credits.

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

California Government Code Section 66006(b)(2) requires the report to be included on the City Council meeting agenda at a public meeting not less than 15 days after the information was made available. Staff previously made available to the public a draft copy of this report on Monday, November 17, 2025. In addition, the Government Code Section requires that notice of the meeting shall be mailed, at least 15 days prior to the meeting, to any interested party who files a written request with the local agency for mailed notice of the meeting. The Finance Department mailed notices to interested parties who have filed requests in the past.

**ATTACHMENTS:**

1) Resolution Making Findings Regarding Unexpended Traffic Impact Fees for Fiscal Year 2024-25
2) Annual Report of Developer Impact Fee Funds for the Year Ended June 30, 2025
3) Budget Change Form

**RESOLUTION NO. XX – 25**

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

**MAKING FINDINGS REGARDING UNEXPENDED TRAFFIC IMPACT FEES FOR FISCAL YEAR 2024-25**

**WHEREAS,** the City has collected contributions for completion of off-site public traffic improvements needed as a result of new development, which will not be expended within five years after deposit. The improvements are described in the Fiscal Year 2024-2029 Capital Improvement Program and include the improvements described in the table below and are referred to as the "Traffic Improvements."

| **Source of Fee** | **Unexpended Developer Fees as of June 30, 2025** |
|---|---|
| 1. Project Specific Mitigation: Central Parkway & Park Place Drive Traffic Signal | $55,500 |
| 2. Project Specific Mitigation: Dougherty & Scarlett Intersection | $45,980 |
| 3. Eastern Dublin Transportation Impact Fee | $10,150,445 |
| 4. Western Dublin Transportation Impact Fee | $1,166,066 |
| 5. Dublin - Contra Costa County Traffic Impact Mitigation Fees | $4,433,550 |
| 6. Tri-Valley Transportation Development Fee | $2,318,749 |

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin hereby finds and determines that the foregoing recitals and determinations are true and correct:

A. The contributions and fees which have been collected for the Traffic Improvements will remain unexpended after Fiscal Year 2024-25.

B. The contributions and fees which have been collected for the Traffic Improvements will remain committed for construction of the improvements identified in the adopted Capital Improvement Program.

C. The purpose for which the contributions and fees will be used is construction of the Traffic Improvements, as described above and in the 2024-2029 Capital Improvement Program.

D. The contributions and fees were collected to make the Traffic Improvements, which improvements will mitigate traffic impacts caused by the new development projects which paid the fees.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Dublin this 2nd day of December 2025, by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

City of Dublin
Annual Report of Developer Impact Fee Funds Deposits
For the Year Ended June 30, 2025

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| **Section 3:** | **Status of Funds**<br>• **Interfund Loans & Transfers**<br>• **Specific Funds Held In Excess of 5 Years**<br>• **Refunds…….** | **5-8** |
| **Section 4:** | **2024-25 Accounting of Impact Fees by Major Category**<br>• **Public Facility Impact Fees**<br>• **Fire Impact Fees**<br>• **Traffic Impact Fees……..** | **9** |
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**Data Available to Public November 17, 2025**
**Presented: City Council Meeting December 2, 2025**

## SECTION 1
## TABLE OF IMPACT FEE DISCLOSURE REQUIREMENTS
## WITH CROSS REFERENCES

| Government Code Section | Requirement | Information Found In City Report At |
|---|---|---|
| | Provide the following: | |
| 66006 (b) (A) | 1. A brief description of each of the City's impact fees. | Section 2, Part A |
| 66006 (b) (B) | 2. The amount charged for the City's impact fees. | Section 2, Part B |
| 66006 (b) (C) | 3. The beginning and ending balance for the City's impact fee accounts. | Section 4 and Section 5 |
| 66006 (b) (D) | 4. The amount of fees collected and interest earned. | Section 4, Section 5, And Section 5A |
| 66006 (b) (E) | 5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees. | Section 6 |
| 66006 (b) (F) | 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete. | Section 3, Part B |
| 66006 (b) (G) | 7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan. | Section 3, Part A |
| 66006 (b) (H) | 8. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001. | Section 3, Part C |

## SECTION 1
## TABLE OF IMPACT FEE DISCLOSURE REQUIREMENTS
## WITH CROSS REFERENCES

| Government Code Section | Requirement | Information Found In City Report At |
|---|---|---|
| 66001 (d) | 9. For the fifth year following the first deposit into the account or fund, and every five years thereafter, the City shall make all of the following findings with respect to those portions of the impact fee remaining unexpended, whether committed or uncommitted. | Section 3, Part B and attached Resolution for items a-e below. |
| 66001 (d) (1) | a. Identify the purpose to which the fee is to be used for. | |
| 66001 (d) (2) | b. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged. | |
| 66001 (d) (3) | c. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements. | |
| 66001 (d) (4) | d. Designate the approximate dates on which the funding referred to in item c above is expected to be deposited into the appropriate account or fund. | |
| 66006 (b) (1) (F) | e. When sufficient funds have been collected, the agency shall identify, within 180 days of the determination that sufficient funds have been collected, an approximate date by which the construction of the public improvements will commence. | |

## SECTION 2
## DESCRIPTION OF IMPACT FEES

### A. DESCRIPTION OF THE CITY'S IMPACT FEES

The City of Dublin has established the following Impact Fees and Traffic Mitigation Contributions:

- Eastern Dublin Transportation Impact Fee (Eastern Dublin Traffic Impact Fees), include BART Garage Fee, Regional Traffic Impact Fees Category 3
- Western Dublin Transportation Impact Fee (Downtown Traffic Impact Fee)
- Public Facilities Impact Fees
- Fire Impact Fees
- Tri Valley Transportation Development Fees
- Freeway Interchange Fees
- Dublin – Contra Costa Traffic Impact Mitigation Fees
- Dublin Crossing Transportation Fee
- Specific Project Mitigation Fee

These impact fees were established to pay for the design, development and construction of public improvement projects for: streets; public facilities; parks; fire capital expansion projects and community amenities.

### B. AMOUNTS CHARGED BY THE CITY FOR IMPACT FEES AND PUBLIC IMPROVEMENTS FUNDED BY THESE FEES

The amounts charged for the impact fees noted above are dependent upon the type and size of a particular development and were based upon related studies, conducted prior to the adoption of the fees. The City Council has adopted and imposed the subject fees through the passage of the following resolutions. These fees are updated on an annual basis based upon various cost indexes described in further detail as part of the resolutions for these fees:

| Impact Fee | Resolution / Ordinance |
|---|---|
| Eastern Dublin Traffic Impact Fees | Resolution 1-95<br>Amended by Resolution 41-96, 225-99, 111-04, 41-09, 40-10, 144-21 |
| Western Dublin Transportation Impact Fee (Downtown Traffic Impact Fee) | Resolution 210-04<br>Amended by Resolutions 47-09, 147-16 |
| Public Facility Impact Fees | Resolution 32-96<br>Amended by Resolutions 60-99, 214-02, 45-09, 134-15, 110-17, 100-23 |
| Fire Impact Fees | Resolution 37-97<br>Amended by Resolutions 208-00,12-03, 77-05, 46-09, 111-17 |
| Tri-Valley Transportation Development Fees | Resolution 89-98<br>Amended by Resolutions 85-99, 87-03, 68-15, 86-22 |
| Freeway Interchange Fees | Resolution 11-96<br>Amended by Resolution 155-98 |
| Dublin – Contra Costa Traffic Impact Mitigation Fees. | Resolution 74-00 and Contra Costa County Ordinance No. 2000-24 |
| Dublin Crossing Transportation Fee | Ordinance 08-13 |
| Specific Project Mitigation Fee | Project Condition of Approval |

## SECTION 2
## DESCRIPTION OF IMPACT FEES

The studies and supporting documentation presented or adopted as part of the resolutions noted above identify the public improvements that those fees will be used to finance. These studies also show that there is a reasonable relationship: a.) between the fees' use and the type of development project on which the fee is imposed; and b.) between the need for the public facility and the type of development project on which the fee is imposed.

## SECTION 3
## STATUS OF FUNDS

### A. INTERFUND LOANS AND TRANSFERS OF IMPACT FEES

No inter-fund loans or transfers of impact fees were granted to other funds during Fiscal Year 2024-25. Public Facility Impact Fees Fund received an advance from General Fund Committed Reserve – Advance to Public Facility Fee designated by the City Council, for the construction of parks and public facilities. Fiscal Year 2024-25 General Fund advance was for Wallis Ranch Community Park, Forest Park (formerly Jordan Ranch Neighborhood Square), and the Library Tenant Improvements

### B. ANALYSIS OF FEES LEVIED AGAINST DEVELOPMENT PROJECTS IN ACCORDANCE WITH SEC. 66001 OF THE (CGC) AND UNSPENT AFTER 5 YEARS

The purpose of the review was to identify monies that have been collected and held for a period of more than five years and to make appropriate disclosures.

The City of Dublin has analyzed the balance of monies held at the beginning of Fiscal Year 2024-25 (July 1, 2024). The balances were evaluated based on "developer fees collected' separate from interest revenue. As of July 1, 2024, there were two projects involving the use of Traffic Mitigation Contributions, which have developer fees that continued to be held for more than five years. There were also four impact fees that have developer fees that continued to be held for more than five years. In accordance with State Law, the City Council has previously adopted Resolution No. 144-24 on December 17, 2024, declaring the need to continue to maintain the funds. The projects using the impact fees as funding sources are included in the City of Dublin Five Year Capital Improvement Program 2024–2029. Based on expenditures during Fiscal Year 2024-25, as of June 30, 2025, there is one project that uses Traffic Mitigation Contributions which has developer fees that continued to be held for more than five years. Eastern Dublin Transportation Impact Fee, Western Dublin Transportation Impact Fee, Dougherty Valley Traffic Mitigation Fee, and Tri-Valley Transportation Development Fees also have developer funds collected and held for more than five years. Details related to the projects which have funds held for more than five years are identified below:

### 1. CENTRAL PARKWAY & PARK PLACE (FORMERLY SYBASE DRIVE) TRAFFIC SIGNAL

| Mitigation Source | Unspent Developer Fees Held More Than 5 Years | Remaining Project Costs (Estimate) |
|---|---|---|
| Central Parkway & Park Place Traffic Signal | $55,500 | $1,500,000 |

Description of Project: This project will install a traffic signal at the existing intersection of Central Parkway and Park Place (formerly Sybase Drive). Mitigation fees were paid to partially fund the intersection improvements as a condition of approval of the Sybase Corporate Headquarters Facility, Planning Commission Resolution No. 00-23. The signal installation is required as a condition of approval of phase 2 of the Zeiss Innovation Center project.

Source of Funding: Traffic Mitigation Contribution.

Approximate Project Completion Date: The project will be completed based on Phase 2 of the Zeiss Innovation Project timeline, which is currently undetermined.

## 2. DOUGHERTY/SCARLETT INTERSECTION

| Mitigation Source | Unspent Developer Fees Held More Than 5 Years | Remaining Project Costs (Estimate) |
|---|---|---|
| Dougherty/Scarlett Intersection | $45,980 | $45,980 |

Description of Project: This project will construct off-site mitigation work at the intersection of Dougherty and Scarlett. The amount contributed by the developer represents the Dublin Crossing Developments fair share of the cost of the project. It is anticipated that the developer will construct the improvements, and per the Development Agreement, will receive traffic impact fee credit for the project, at which point, the mitigation funds would be used to reimburse the developers credits.

Source of Funding: Traffic Mitigation Contribution.

Approximate Project Completion Date; The project will be completed as part of the Boulevard development. Timing of the project is still to be determined. If the project were to be completed by the City, the project will be part of the City's Annual Street Maintenance project, in coordination with other improvements on Scarlett Drive.

## 3. EASTERN DUBLIN TRANSPORTATION IMPACT FEE (EDTIF)

| Funding Source | Unspent Developer Fees Held More Than 5 Years | Remaining Project Costs as Identified in CIP |
|---|---|---|
| Eastern Dublin Traffic Impact Fee | $10,150,445 | $10,212,861 |

Description of Projects: This fee is collected for all the Eastern Dublin Transportation Impact Fee projects contained within the Eastern Dublin Transportation Impact Fee program. Of the projects that are contained within the program, four projects are currently in process, as part of the adopted City of Dublin Capital Improvement Program 2024–2029. Those projects are: Dublin Boulevard Extension – Fallon Road to North Canyons Parkway (CIP No. ST0216), Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School (CIP No. ST0119), Iron Horse Trail Bridge at Dublin Boulevard (CIP No. ST0118), and Tassajara Road Realignment and Widening – Fallon Road to North City Limit (CIP No. ST0116). There are fifteen other projects within the Eastern Dublin Transportation Impact Fee program, which will be completed outside the current 5-year CIP planning horizon.

Approximate Project Completion Dates: The final (100%) design of the Dublin Boulevard Extension project (CIP No. ST0216) is anticipated to be completed in late 2026. Both Tassajara Road projects (CIP No. ST0116 and ST0119) began design in Fiscal Year 2019-2020, with Contra Costa County taking lead on the design for CIP No. ST0116. Construction of CIP No. ST0119 is anticipated to begin in 2026. Construction of CIP No. ST0116 is anticipated to begin in 2027. The Iron Horse Trail Bridge at Dublin Boulevard (CIP No. ST0118) grand opening was on November 23, 2024. The project is in the closeout phase, which is anticipated to conclude in 2026.

## 4. WESTERN DUBLIN TRANSPORTATION IMPACT FEE (WDTIF)

| Funding Source | Unspent Developer Fees Held More Than 5 Years | Remaining Project Costs as Identified in CIP |
|---|---|---|
| Western Dublin Traffic Impact Fee | $1,166,066 | $1,701,115 |

Description of Projects: This fee is collected for all the projects contained within the Western Dublin Transportation Impact Fee (WDTIF) program, which was updated in September 2016. Of the projects that are contained within the program, two projects are currently in process, as part of the adopted City of Dublin Five Year Capital Improvement Program 2024–2029. The projects are: Golden Gate Drive Intersection Improvements – Dublin Blvd and St. Patrick Wy (CIP No. ST0423); and Amador Plaza Road Bicycle and Pedestrian Improvements (CIP No. ST0815), which will widen the roadway for a new right-turn lane from southbound Amador Plaza Road to Dublin Boulevard.

Approximate Project Completion Dates: The preliminary design phase for the Golden Gate Drive Intersection Improvements – Dublin Blvd and St. Patrick Wy (CIP No. ST0423) began in 2023. The first phase construction of Amador Plaza Road Bicycle and Pedestrian Improvements (CIP No. ST0815) included construction of two mid-block crosswalks and other pedestrian, bicycle, and vehicular improvements on Amador Plaza Road between Amador Valley Boulevard and Dublin Boulevard. The second phase will include construction of a southbound right turn lane on Amador Plaza Road at Dublin Boulevard. The design phases for ST0423 and for the second phase of ST0815 are on hold awaiting further coordination with the development of Downtown Dublin.

## 5. DOUGHERTY VALLEY TRAFFIC IMPACT MITIGATION FEES

| Funding Source | Unspent Developer Fees Held More Than 5 Years | Remaining Project Costs as Identified in CIP |
|---|---|---|
| Dublin – Contra Costa Traffic Mitigation Fee | $4,433,550 | $5,323,192 |

Description of Projects: This fee is imposed by Contra Costa County for the Dougherty Valley project to pay for the project proportionate net impact on roads in the City of Dublin. The fee was established through a Joint Exercise of Powers Agreement for Contra Costa County to collect and remit the fee to the City of Dublin. The funds have been used by the City to construct improvements to which Dougherty Valley development contributes a need. There are two projects utilizing the funds in the adopted City of Dublin Five Year Capital Improvement Program 2024–2029. One project is Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School (CIP No. ST0119). The other project is Tassajara Road Realignment and Widening - Fallon Road to North City Limit (CIP No. ST0116). Both projects will complete street improvements to Tassajara Road.

Approximate Project Completion Dates: Both Tassajara Road projects (CIP No. ST0116 and ST0119) began design in Fiscal Year 2019-2020, with Contra Costa County taking the lead on the design for CIP No. ST0116. Construction of CIP No. ST0119 is anticipated to begin in 2026. Construction of CIP No. ST0116 is anticipated to begin in 2027.

## 6. TRI-VALLEY TRANSPORTATION DEVELOPMENT FEES (TVTD)

## SECTION 3
## STATUS OF FUNDS

| Funding Source | Unspent Developer Fees Held More Than 5 Years | Remaining Project Costs as Identified in CIP |
|---|---|---|
| Tri-Valley Transportation Development Fee | $2,318,749 | $3,918,627 |

Description of Projects: This fee is collected for all projects contained within the Tri-Valley Transportation Development Fee (TVTD) program, which was established through a Joint Exercise of Powers Agreement entered on April 22, 1998, between the City of Dublin, City of Livermore, City of Pleasanton, City of San Ramon, Town of Danville, County of Alameda, and County of Contra Costa. There are two TVTD projects in the adopted City of Dublin Five Year Capital Improvement Program 2024–2029. One TVTD project is Tassajara Road Realignment and Widening – Fallon Road to North City Limit (CIP No. ST0116). The second TVTD project is Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School (CIP No. ST0119). Both projects will complete street improvements to Tassajara Road.

Approximate Project Completion Dates: Both Tassajara Road projects (CIP No. ST0116 and ST0119) began design in Fiscal Year 2019-2020, with Contra Costa County taking lead on the design for CIP No. ST0116. Construction of CIP No. ST0119 is anticipated to begin in 2026. Construction of CIP No. ST0116 is anticipated to begin in 2027.

### C. REFUNDS

No refunds were made during Fiscal Year 2024-25.

### D. RETIREMENT OF IMPACT FEE OBLIGATIONS

No retirements were made during Fiscal Year 2024-25.

## SECTION 4
## CITY OF DUBLIN CAPITAL IMPACT FEE REPORT
## FEES BY MAJOR CATEGORY (Activity July 1, 2024 - June 30, 2025)

| | PUBLIC FACILITY FEES<br>Funds 4101-4111 | FIRE FACILITY IMPACT FEES<br>Fund 4201 | TRAFFIC IMPACT FEES (ALL CATEGORIES)<br>Funds 4301-4311<br>Detail In Schedule 5 | GRAND TOTAL |
|---|---|---|---|---|
| **Ending Available 6/30/2024** | $12,005,796.98 | $178,376.19 | $31,530,762.38 | **$43,714,935.55** |
| **Fees Collected: 7/1/2024-6/30/2025** | 3,050,276.09 | 82,226.85 | 3,028,215.81 | **6,160,718.75** |
| **Interest 7/1/2024 - 6/30/2025** | 1,375,307.83 | 7,639.61 | 1,045,749.89 | **2,428,697.33** |
| **Less 2024-25 Expenditures** | | | | |
| Project Expenditures | (11,545,330.63) | - | (2,548,864.98) | **(14,094,195.61)** |
| Refund Fee Paid | | | - | **-** |
| Retirement of Impact Fee Obligations | | | - | **-** |
| Refunds Per CGC 66001(e)/(f) | | | | **-** |
| Pass Through Funds (See Schedule 5) | | | (122,540.72) | **(122,540.72)** |
| **Ending Balance 6/30/2025** | **$4,886,050.27** | **$268,242.65** | **$32,933,322.38** | **$38,087,615.30** |

## SECTION 5
## CITY OF DUBLIN CAPITAL IMPACT FEE REPORT
## BREAKDOWN OF TRAFFIC IMPACT FEE FUNDS (Activity July 1, 2024 - June 30, 2025)

| | LOCAL TRAFFIC IMPACT FEES | | | | | |
|---|---|---|---|---|---|---|
| | EASTERN DUBLIN TRANSPORTATION IMPACT FEE | | EASTERN DUBLIN TRANSPORTATION IMPACT FEE | WESTERN DUBLIN TRANSPORTATION IMPACT FEE | DUBLIN CROSSING TRANSPORTATION FEE | SUB-TOTAL "A" TRAFFIC IMPACT FEES |
| | Fund #4301 | Fund # 4302 | Fund # 4310 | Fund # 4304 | Fund #4311 | |
| **Ending Available 6/30/2024** | $10,842,592.69 | $2,325,246.92 | 30,524.95 | $2,212,900.71 | $2,760,106.77 | **$18,171,372.04** |
| **Fees Collected: 7/1/2024-6/30/2025** | - | - | 2,135,615.38 | 142,237.69 | 179,091.00 | **2,456,944.07** |
| **Interest 7/1/2024 - 6/30/2025** | 388,626.16 | 74,487.56 | 29,484.17 | 83,464.65 | - | **576,062.54** |
| **Less 2024-25 Expenditures** | | | | | | |
| Traffic Improvements | (98,864.81) | (774,007.00) | - | (9,091.96) | - | **(881,963.77)** |
| Retirement of Impact Fee Obligations | | - | | | | **-** |
| Refund Fee Paid | | | | | | **-** |
| Refunds Per CGC 66001(e)/(f) | | | | | | **-** |
| **Ending Balance 6/30/2025** | **$11,132,354.04** | **$1,625,727.48** | **$2,195,624.50** | **$2,429,511.09** | **$2,939,197.77** | **$20,322,414.88** |

| | REGIONAL/MITIGATION TRAFFIC IMPACT FEES | | | | |
|---|---|---|---|---|---|
| | Regional Traffic Impact Fees Category 3 | DUBLIN - CONTRA COSTA COUNTY MITIGATION | TRI-VALLEY TRANSPORTATION DEVELOPMENT FEE | SPECIFIC PROJECT MITIGATION FEE (See 5A for Breakdown) | SUB-TOTAL "B" OTHER FEES |
| | Fund # 4303 | Fund # 4305 | Fund # 4306 | Fund # 4309 | |
| **Ending Available 6/30/2024** | $239,443.43 | $5,851,578.92 | $6,805,987.61 | $462,380.38 | **$13,359,390.34** |
| **Fees Collected: 7/1/2024-6/30/2025** | - | | 449,752.74 | - | **449,752.74** |
| **Interest 7/1/2024 - 6/30/2025** | 8,616.45 | 210,570.83 | 238,293.91 | 11,184.44 | **468,665.63** |
| **Less 2024-25 Expenditures** | | | | | |
| Traffic Improvements | - | - | (1,666,901.21) | | **(1,666,901.21)** |
| Refunds Per CGC 66001(e)/(f) | | | | | |
| **Ending Balance 6/30/2025** | **$248,059.88** | **$6,062,149.75** | **$5,827,133.05** | **$473,564.82** | **$12,610,907.50** |

| | PASS-THROUGH | |
|---|---|---|
| | FREEWAY INTERCHANGE & BART GARAGE | GRAND TOTAL TRAFFIC FEES (Pass-Through+ "A" + "B") |
| **Ending Available 6/30/2024** | - | **$31,530,762.38** |
| **Fees Collected: 7/1/2024-6/30/2025** | $121,519.00 | **3,028,215.81** |
| **Interest 7/1/2024 - 6/30/2025** | 1,021.72 | **1,045,749.89** |
| **Less 2024-25 Expenditures** | | |
| Traffic Improvements | | **(2,548,864.98)** |
| Retirement of Impact Fee Obligations | | |
| Refund Fee Paid | | |
| Refunds Per CGC 66001(e)/(f) | | |
| BART Garage Reimbursements - ACSPA | (122,540.72) | **(122,540.72)** |
| Freeway Interchange Reimbursements - City of Pleasanton | | |
| **Ending Balance 6/30/2025** | * | **$32,933,322.38** |

* Note "Pass-Through" Balance excludes Year-End Interest accrual recorded as a liability.

## SECTION 5A
## CITY OF DUBLIN CAPITAL IMPACT FEE REPORT
## DETAIL OF TRAFFIC MITIGATION CONTRIBUTIONS (From July 1, 2024 - June 30, 2025)

| | 4309.31306 Dougherty / Scarlett Intersection | 4309.31304 Park Place Traffic Signal |
|---|---|---|
| **CIP PROJECT #** | ST0117 | Not Yet Assigned |
| **Ending Available 6/30/2024** | $47,751.39 | $67,137.10 |
| **Fees Collected: 7/1/2024-6/30/2025** | | |
| **Interest 7/1/2024- 6/30/2025** | 1,179.28 | 1,423.44 |
| **(Less: 2024-25 Expenditures)** | | |
| **Refunds Per CGC 66001(e)/(f)** | | |
| **Ending Balance 6/30/2025** | $48,930.67 | $68,560.54 |

| | 4309.31305 Dougherty / Amador Valley Intersection | 4309.31307 Dublin Blvd / Hacienda Intersection | **GRAND TOTAL** |
|---|---|---|---|
| **CIP PROJECT #** | Not Yet Assigned | Not Yet Assigned | |
| **Ending Available 6/30/2024** | $317,674.68 | $29,817.93 | **$462,381.10** |
| **Fees Collected: 7/1/2024-6/30/2025** | | | |
| **Interest 7/1/2024- 6/30/2025** | 7,845.32 | 736.40 | **11,184.44** |
| **(Less: 2024-25 Expenditures)** | | | **-** |
| **Refunds Per CGC 66001(e)/(f)** | | | **-** |
| **Ending Balance 6/30/2025** | $325,520.00 | $30,554.33 | **$473,565.54** |

## SECTION 6
## CITY OF DUBLIN IMPACT FEE REPORT
## SCHEDULE OF FUNDING FOR PUBLIC IMPROVEMENTS & PERCENTAGE DEVELOPER FEES
## FEES BY MAJOR CATEGORY (Activity July 1, 2024 - June 30, 2025)

| CIP # | Project Name | Fiscal Year 2024-25 Expenditures (Developer Fee Funds) | Fiscal Year 2024-25 Expenditures (Other Funds) | Total Project Expenditures (Fiscal Year) | % From Developer Fees |
|---|---|---|---|---|---|
| **PUBLIC FACILITY FEES** | | | | | |
| gi0521 | Library Tenant Improvements | $66,476.70 | | $66,476.70 | 100% |
| pk0105 | Emerald Glen Park Recre & Aq | 930.29 | | $930.29 | 100% |
| pk0115 | Don Biddle Community Park | 2,212,265.56 | | $2,212,265.56 | 100% |
| pk0119 | Fallon Sports Park Phase 3 | $28,792.26 | 48,537.17 | $77,329.43 | 37% |
| PK0322 | Forest Park | 1,957,524.20 | 290,900.00 | $2,248,424.20 | 87% |
| pk0421 | Wallis Ranch Community Park | 5,680,458.68 | | $5,680,458.68 | 100% |
| pk0422 | Iron Horse Nature Park & Open Space | 1,598,882.94 | 396,606.16 | $1,995,489.10 | 80% |
| **TOTAL PUBLIC FACILITY FEE PROJECTS** | | **$11,545,330.63** | **$736,043.33** | **$12,281,373.96** | **94%** |
| **TRAFFIC IMPACT FEES (Excludes "Pass -Through" Payments - BART GARAGE & INTERCHANGE FEES)** | | | | | |
| **Ops Prograr** | EDTIF Update (Fund 4301) | $17,607.20 | | $17,607.20 | |
| | **Dept. Operating Budget Total** | **$17,607.20** | | **$17,607.20** | |
| **st0216** | **Dublin Blvd Extension** | | | | |
| | EDTIF (Fund 4301) | $22,465.96 | 21,176.95 | $43,642.91 | |
| | EDTIF 2 (Fund 4302) | 774,007.00 | | 774,007.00 | |
| | **st0216 Total** | **$796,472.96** | **$21,176.95** | **$817,649.91** | **97%** |
| **st0116** | **Tassajara Road Realignment and Design** | | | | |
| | EDTIF3 (Fund 4303) | $11,872.71 | | $11,872.71 | |
| | **st0116 Total** | **$11,872.71** | | **$11,872.71** | **100%** |
| **st0118** | **Iron Horse Trail Bridge** | | | | |
| | EDTIF (Fund 4301) | $46,918.94 | 1,480,546.33 | $1,527,465.27 | |
| | **st0118 Total** | **$46,918.94** | **$1,480,546.33** | **$1,527,465.27** | **3%** |
| **st0119** | **Tassajara Rd Impvts - N Dublin to Quarry Ln School** | | | | |
| | TVTD (Fund 4306) | $1,066,901.21 | | $1,066,901.21 | |
| | **st0119 Total** | **$1,066,901.21** | | **$1,066,901.21** | **100%** |
| **st0423** | **Golden Gate Drive Improvements** | | | | |
| | WDTIF (Fund 4304) | $9,091.96 | | $9,091.96 | |
| | **st0423 Total** | **$9,091.96** | | **$9,091.96** | **100%** |
| **TOTAL TRAFFIC IMPACT FEE PROJECTS** | | **$1,948,864.98** | **$1,501,723.28** | **$3,450,588.26** | **56%** |

Attachment 3

**CITY OF DUBLIN**
**FISCAL YEAR 2025-26**
**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** |
| | | **Fire Impact Fee Fund - Non-Departmental - Impact Fee Obligation** | |
| | | 42010010.86101 | $175,000 |

| **REASON FOR BUDGET CHANGE** |
|---|
| Right to Reimbursement for Fire Impact Fee Credit |

**As Presented at the City Council Meeting** **12/2/2025**

Agenda Item 5.6

# STAFF REPORT

CITY COUNCIL

**DATE:** **December 2, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Amendment to the Agreement With Workforce Integrity and Training Solutions for Community Workforce Agreement Administration and Implementation Services
*Prepared by: Julius Pickney, Management Analyst II, and Serrie Padua, Administrative Aide*

**EXECUTIVE SUMMARY:**

The City Council will consider amending the agreement with Workforce Integrity and Training Solutions for Community Workforce Agreement Administration and Implementation Services.

**STAFF RECOMMENDATION:**

Adopt the **Resolution** Approving an Amendment to the Agreement With Workforce Integrity and Training Solutions for Community Workforce Agreement Administration and Implementation Services.

**FINANCIAL IMPACT:**

The amendment to the agreement for Community Workforce Agreement Administration and Implementation Services with Workforce Integrity and Training Solutions includes a $250,000 increase to the not-to-exceed compensation amount, bringing the total to $1,000,000. The cost of these services will be charged to the Public Works Department in accordance with the adopted annual budget and associated Capital Improvement Program project budget.

**DESCRIPTION:**

On January 11, 2022, the City Council adopted Resolution No. 05-22, which approved the Community Workforce Agreement (CWA) with the Building and Construction Trades Council of Alameda County and its affiliated unions (Attachment 4). The purpose of the CWA includes promoting the efficiency of construction operations for the City though the use of skilled labor, providing for the peaceful settlement of labor disputes and grievances without strikes or lockouts, increasing training and employment opportunities in the construction trades through local hire, apprenticeship and pre-apprenticeship, and community partnership programs for

residents in the region. The operative term of the CWA ends on March 7, 2027, unless extended by mutual consent of the CWA parties.

On December 6, 2022, the City Council adopted Resolution No. 143-22, which approved an agreement with Workforce Integrity and Training Solutions, LLC. (WITS) for administration and implementation services associated with the CWA (Attachment 3). The agreement with WITS has a not-to-exceed compensation amount of $750,000 and a three-year term. WITS collaborates with Staff to make sure Capital Improvement Program (CIP) projects comply with the terms of the CWA.

Implementation of the CWA has resulted in a total of 4,220 union workers being hired across various job classifications including: bricklayers, carpenters, electricians, laborers, operating engineers, painters, plumbers, and teamsters. Among these workers, 488 were apprentices. Collectively the workers contributed over 83,000 work hours. Employees who reside within Alameda County or within fifteen miles of Dublin are considered Local Area residents per the CWA. Since implementation of the CWA, Local Area residents have included 1,278 (30%) of total workers, 192 (39%) of apprentices, and account for about 25,000 (30%) of hours worked.

Currently WITS is supporting Staff on the following CIP projects: 2025 Annual Street Resurfacing, Dublin Arts Center, Forest Park, Green Stormwater Infrastructure, Iron Horse Nature Park and Open Space Phase 1, Safe Route to School, and Wallis Ranch Community Park. WITS has helped ensure timely completion of City projects, the hiring a union represented workforce, employment of local apprentices, enforcement of prevailing wages, and other CWA related activities. These efforts have resulted in meeting or exceeding the objectives of the CWA, including the objective of not less than 20 percent of all hours worked on subject projects being worked by Local Area residents.

Because the CWA term is through March 7, 2027, and existing CWA-applicable projects are in progress or new CWA-applicable projects are forthcoming, Staff recommends the City Council approve an amendment to the agreement with WITS to extend the term by two years and to increase the total not-to-exceed compensation amount by $250,000, for a total potential not-to-exceed compensation amount of $1,000,000. The amendment also includes an update to the agreement compensation schedule to reflect current WITS employee roles and hourly wage rates, as well as providing for annual wage increases capped at three percent or the local consumer price index. Staff has also worked with WITS to revise the agreement scope of services to provide more certainty to both parties regarding the service expectations, to include performance measures, and to require a meet and confer process should any service deficiencies arise.

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

1) Resolution Approving an Amendment to the Agreement With Workforce Integrity and Training Solutions for Community Workforce Agreement Administration and Implementation Services
2) Exhibit A to the Resolution – First Amendment to the Consulting Services Agreement between the City of Dublin and Workforce Integrity and Training Solutions
3) Consulting Services Agreement between the City of Dublin and Workforce Integrity and Training Solutions for Community Workforce Agreement Administration and Implementation Services
4) Community Workforce Agreement between the City of Dublin and the Building and Construction Trades Council of Alameda County and Its Affiliated Local Unions

# RESOLUTION NO. XX – 25

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

## APPROVING AN AMENDMENT TO THE AGREEMENT WITH WORKFORCE INTEGRITY AND TRAINING SOLUTIONS FOR COMMUNITY WORKFORCE AGREEMENT ADMINISTRATION AND IMPLMENTATION SERVICES

**WHEREAS,** on January 11, 2022, the City Council adopted Resolution No. 05-22 Approving the Community Workforce Agreement between the City of Dublin and the Building and Construction Trades Council of Alameda County and Its Affiliated Local Unions; and

**WHEREAS,** on December 6, 2022, the City Council adopted Resolution No. 143-22 Approving the Consulting Services Agreement with Workforce Integrity and Training Solutions for Community Workforce Agreement Administration and Implementation Services with a not-to-exceed compensation amount of $750,000 over a three-year term; and

**WHEREAS,** the City and Workforce Integrity and Training Solutions now wish to amend the agreement to add performance measures; and

**WHEREAS,** the City desires to further amend the Agreement to increase the not-to-exceed compensation limit to $1,000,000, extend the term to December 31, 2027, and update billing rates.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin does hereby approve the first Amendment to the Consulting Services Agreement with Workforce Integrity and Training Solutions, attached hereto as **Exhibit A**.

**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 **Exhibit A** to carry out the intent of this Resolution.

{Signatures on the following page}

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Dublin this 2nd day of December 2025, by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

**FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND WORKFORCE INTEGRITY AND TRAINING SOLUTIONS**

**WHEREAS,** on December 1, 2022, the City of Dublin (hereinafter referred to as "CITY") and Workforce Integrity and Training Solutions (hereinafter referred to as "CONSULTANT") entered into a Consulting Services Agreement for Community Workforce Agreement Administration and Implementation Services (hereinafter referred to as the "AGREEMENT"); and

**WHEREAS,** the existing AGREEMENT will expire on December 31, 2025; and

**WHEREAS,** the CITY and CONSULTANT now wish to amend the Agreement to extend the term through December 31, 2027, modify section 1.1 of the Agreement; and

**WHEREAS,** the CITY and CONSULTANT now wish to amend the AGREEMENT to modify Section 2 of the Agreement to increase the not to exceed compensation by $250,000, to $1,000,000; and

**WHEREAS,** the CITY and CONSULTANT now wish to amend the AGREEMENT to add performance measures to Exhibit A – Scope of Services; and

**WHEREAS,** the CITY and CONSULTANT now wish 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 December 31, 2027.

2) The compensation amount set forth in Section 2 of the AGREEMENT shall be increased to a sum not to exceed $1,000,000.

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

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

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

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

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

**SIGNATURES ON THE FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the parties hereto have caused this 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

**WORKFORCE INTEGRITY TRAINING SOLUTIONS**

DocuSigned by:
Prentiss Jackson
ECD9EC0E97BB41A...

By: _____
Prentiss A. Jackson, Jr., Principal / Project Manager

## EXHIBIT A

## SCOPE OF SERVICES

At the direction of the Project Manager or his/her designee, Community Workforce Agreement (CWA) Administration and Implementation Services may include any or all of the following services:

- CWA Administration (with Detailed Local Hire Coordination and Labor Compliance)
    - Maintain complete and accurate project records, including contractor agreements and compliance documentation.
- Pre-Job Conference Coordination Facilitation and Minutes
    - Coordinate all required pre-job conferences at least ten (10) working days before project start and provide meeting minutes within five (5) business days.
- JAC Meeting Coordination and Facilitation
    - Schedule and facilitate quarterly Joint Administrative Committee meetings and provide agendas and minutes within seven (7) business days.
- Grievance and Jurisdiction Management and Support
    - Track and assist with all CWA grievances and jurisdictional issues; acknowledge City notifications within two (2) business days.
- Report Development and Analysis
    - Submit comprehensive performance reports within fifteen (15) business days of quarter end, which include project updates, local hire community outreach updates, monthly local hire reports, and hours worked per region.
- Dedicated Local Hire Services
    - Monitor and report on local resident and new apprentice utilization; ensure monthly data collection and provide quarterly progress reports targeting a twenty percent (20%) local hire goal.
- Labor Compliance Services with Site Visits
    - Conduct at least one (1) site visit per active project per quarter and submit written compliance summaries within ten (10) business days.
- Assist City Staff with Bid Preparation and Modernization
- Procurement of Construction Management Firm for Future Projects
    - Provide input for bid and procurement documents within three (3) business days of request.
- Small Business Utilization
    - Track and report certified small business participation as part of quarterly reporting.
- Enhanced Workforce Outreach and Training
    - Conduct at least two (2) CWA outreach or training events annually and document participation outcomes.
- Any other CWA assistance as requested
    - The City will evaluate WITS' performance annually based on compliance with these measures.

If the Consultant is unable to meet the timelines or requirements set forth in Exhibit A, the City will provide written comments outlining the deficient deliverables and will, in good faith, meet and discuss with the Consultant regarding their performance to understand the circumstances and collaboratively identify a resolution. If performance issues persist, and the City can reasonably demonstrate that such issues are due to the Consultant's actions or omissions, the City may, (i) temporarily withhold payment for the specific deliverables in question until they are satisfactorily completed and accepted, or (ii) request that the Consultant re-perform the services at no additional cost. Repeated and material failure to meet agreed-upon performance measures, after reasonable opportunity to cure and upon substantiated fault of the Consultant, may constitute grounds for termination for cause.

## EXHIBIT B

## COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

| WITS TEAM MEMBER & ROLE | HOURLY RATES 1/1/26 – 12/31/26 |
|---|---|
| Principal / Project Manager | $230.00 |
| Senior Compliance Officer | $170.39 |
| Local Hire Analyst | $173.87 |

The hourly rate listed does not include the Safe Harbor Indirect Cost Rate, which by memo dated July 2018 the California Department of Transportation deemed as consistent with the Federal Cost Principles of Title 48 of the Code of Federal Regulations §31 (8 CFR 31).

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 WORKFORCE INTEGRITY AND TRAINING SOLUTIONS FOR COMMUNITY WORKFORCE AGREEMENT ADMINISTRATION AND IMPLEMENTATION SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Workforce Integrity and Training Solutions ("Consultant") (together sometimes referred to as the "Parties") as of December 1, 2022 (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 December 31, 2025, 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 $750,000.00 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;
- The Consultant's signature;

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- 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 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.** 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:

Workforce Integrity and Training Solutions
Att: Prentiss A. Jackson, Jr., Principle-in-Charge
6315 Roanoke Road
Oakland, CA 94618

Any written notice to City shall be sent to:

City of Dublin
Att: Public Works
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 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.

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**SIGNATURES ON FOLLOWING PAGE**

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

CITY OF DUBLIN

DocuSigned by:
Linda Smith
E33836CFFC044E0...

Linda Smith, City Manager

Attest:
DocuSigned by:
Marsha Moore
9BB70815D22F40A...

Marsha Moore, City Clerk

Approved as to Form:
DocuSigned by:
Jordyn Bishop for
5ED7F38973DC484...

City Attorney

WORKFORCE INTEGRITY TRAINING SOLUTIONS

DocuSigned by:
Prentiss Jackson
ECD9EC0E97BB41A...

Prentiss A. Jackson, Jr., Principle-in-Charge

Consultant's DIR Registration Number
(if applicable)

3070368.1

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# EXHIBIT A

## SCOPE OF SERVICES

At the direction of the Project Manager or his/her designee, Community Workforce Agreement (CWA) Administration and Implementation Services may include any or all of the following services:

- CWA Administration (with Detailed Local Hire Coordination and Labor Compliance)
- Pre-Job Conference Coordination Facilitation and Minutes
- JAC Meeting Coordination and Facilitation
- Grievance and Jurisdiction Management and Support
- Report Development and Analysis
- Dedicated Local Hire Services
- Labor Compliance Services with Site Visits
- Assist City Staff with Bid Preparation and Modernization
- Procurement of Construction Management Firm for Future Projects
- Small Business Utilization
- Enhanced Workforce Outreach and Training
- Any other CWA assistance as requested

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# EXHIBIT B

## COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

**Hourly Billing Rates for Services**

| WITS TEAM MEMBER ROLE | 1/1/2022 – 12/31/2022 | 1/1/2023 – 12/31/2023 | 1/1/2024 – 06/31/2024 |
|---|---|---|---|
| | HOURLY RATE | | |
| Project Manager | $206.00 | $212.00 | $218.00 |
| Labor Compliance Director | $72.10 | $74.20 | $76.30 |
| Data Scientist | $51.50 | $53.05 | $54.64 |
| Labor Compliance Analyst | $30.90 | $31.80 | $32.70 |
| Admin | $20.60 | $21.20 | $21.80 |
| Local Hire Director | $195.70 | $201.57 | $207.62 |
| Local Hire Analyst | $154.50 | $159.14 | $163.91 |
| Local Hire Assistant | $103.00 | $106.09 | $109.27 |

**Reimbursable expenditures shall be itemized and provided as part of submitted invoices. Any mileage requested as part of the reimbursable expenditures shall be calculated from the Oakland Offices of Workforce Integrity and Training Solutions.*

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# EXHIBIT C

## INDEMNIFICATION

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.

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# CITY OF DUBLIN

# COMMUNITY WORKFORCE AGREEMENT

**Between**

**THE CITY OF DUBLIN**

**and**

**THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF ALAMEDA COUNTY AND ITS AFFILIATED LOCAL UNIONS**

**EFFECTIVE as of December 7, 2021**

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## INTRODUCTION/FINDINGS

This Community Workforce Agreement (the "Agreement") is entered into this 7th day of December, 2021 ("the Effective Date"), by and between the City of Dublin (hereinafter the "City"), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the **"Agreement to be Bound" (Addendum A)** (hereinafter the "Contractor(s)/Employer(s)"), and the Building and Construction Trades Council of Alameda County (hereinafter the "Council") and its affiliated local Unions that have executed this Agreement (referred to collectively herein as the "Union(s)").

## PURPOSE

The purpose of this Agreement is to promote the efficiency of construction operations for the City of Dublin through the use of skilled labor resulting in quality construction outcomes, to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project(s) hereinafter defined and covered by this Agreement, and to increase training and employment opportunities in the construction trades through local hire, apprenticeship and pre-apprenticeship, and community partnership programs for residents of the Local Area hereinafter defined.

## RECITALS

WHEREAS, the timely and successful completion of the City's construction projects is of the utmost importance to meet the needs of the City and avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of construction work on Projects and will be represented by the Unions who are signatory to this Agreement and employed by the Contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, the interests of the general public, the City, the Unions, and the Contractors/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Projects and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist among the parties to the Agreement; and

WHEREAS, the Contractor/Employers and the Union(s) and the City of Dublin wish to ensure labor peace at the jobsite devoid of any disruption that could jeopardize the schedule and timeliness of the construction process, where both contractors that are signatory to collective bargaining agreements and contractors that are not signatory to collective bargaining agreements are supervising employees; and,

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractors/Employers and the Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event the provisions of this Agreement shall prevail; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and recognizes the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable career pathways in the construction industry; and

WHEREAS, SB 922, codified as Public Contract Code Section 2500 *et seq.,* authorizes public entities to use, enter into, or require contractors to enter into, project labor agreements for construction projects, provided the agreement includes specified taxpayer protection provisions, which requirements have been incorporated into this Agreement; and

WHEREAS, the contract(s) for construction work on the Projects will be awarded in accordance with the applicable provisions of the California State Public Contract Code and all state, local and federal laws; and

WHEREAS, the City of Dublin has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contracts; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of the Projects.

## AGREEMENT

**NOW, THEREFORE, IT IS AGREED AMONG THE PARTIES HERETO, AS FOLLOWS:**

## 1 DEFINITIONS

1.1 "Agreement" means this Community Workforce Agreement.

1.2 "Agreement to be Bound" means the agreement (attached hereto as Addendum A) that shall be executed by each and every Contractor/Employer as a condition of working on the Project.

1.3 "City" means the City of Dublin.

1.4 "Completion" means that point at which there is Final Acceptance and the City has filed a Notice of Completion. For purposes of this definition, "Final Acceptance" means that point in time at which the City has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the City has executed a written acceptance of the work.

1.5 "Construction Contract" means all of the contract(s) (including design-bid, design-build, lease-leaseback or other contracts under which construction of a Project is done) for construction of any Project as that term is hereinafter defined.

1.6 "Contractor(s)/Employer(s)" or "Contractor(s)" or "Employer(s)" means any individual, firm, partnership or corporation (including a prime contractor, general contractor, construction manager, design-build entity, lease-leaseback entity, or equivalent), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a contract with the City with respect to the construction of any part of the Project, under contract terms and conditions that are approved by the City, and all contractors and subcontractors of any tier.

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1.7 "Core Worker" is a person that a Contractor/Employer can demonstrate meets the all the following qualifications: he or she (a) appeared on the Contractor/Employer's active payroll for at least ninety (90) of the last one hundred and eighty (180) working days prior to award of a Construction Contract; (b) possesses of all licenses and certifications required by applicable state and federal law for the work being performed; (c) has the ability to safely perform the basic functions of the applicable trade as required by law; and(d) has worked at least one thousand (1,000) hours in the applicable craft or trade.

1.8 "Council" means the Building and Construction Trades Council of Alameda County.

1.9 "Effective Date" means December 7, 2021.

1.10 "Final Acceptance" means that point in time at which the City has finally determined that the work pursuant to a Construction Contract has been completed.

1.11 "Local Area" means all of Alameda County and the portions of Contra Costa County that are within a 15-mile radius of City limits (which includes but is not limited to all or portions of the cities and unincorporated communities of Alamo, Danville, San Ramon, Walnut Creek, Lafayette, Orinda, and Moraga).

1.12 "Local Resident" means a person permanently residing in the Local Area, as demonstrated by proof of residency that is not a post office box.

1.13 "Master Agreement" means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.14 "New Apprentice" means a Local Resident who is being sponsored into or has been enrolled in a state-approved apprenticeship training program administered by a Joint Apprenticeship Training Committee for less than two years.

1.15 "Operative Date" means the date that is 90 calendar days following the Effective Date. However, should the City issue any bid documents, requests for proposals, or other equivalent solicitations for a project(s) that satisfies the definition in Section 1.17 between the Effective Date and the Operative Date, this Agreement and all of its provisions shall apply to said project(s).

1.16 "Operative Term" means the period of time that begins on the Operative Date and continues until the end of the Term.

1.17 "Project" means all City projects where the engineer's estimate of the total cost of the project, or the cumulative bid amount(s) submitted by the contractor(s) awarded Construction Contracts for the Project, meets or exceeds one million dollars ($1,000,000). All Construction Contracts required to complete an integrated Project shall be considered in determining whether this threshold is met. The City and the Council may mutually agree in writing to add additional projects or components to be covered by this Agreement. The term "Project" applies to each and all projects as defined in this section, whether used in the singular or plural herein. Projects shall not be divided or split into separate contracts for the purpose of evading coverage under this Agreement.

1.18 "Project Manager" means the person(s) or entity(ies) designated by the City to oversee the Projects and the implementation of this Agreement.

1.19 "Schedule A" has the same meaning as Master Agreement.

1.20 "Sole Operator" means a licensed contractor with no employees and exempted by the Contractor's State License Board from the requirement to carry worker's compensation insurance, pursuant to California Business and Professions Code section 7125.

1.21 "Term" means the period of time consisting of the "Operative Term" and any "Extended Term(s)" as those phrases are defined in Section 18.2.

1.22 "Union" or "Unions" means the Building and Construction Trades Council of Alameda County and its affiliated Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement..

1.23 "Veteran" means a person who served in the United States military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable, which is the same meaning set out in 38 U.S.C. § 101(2).

## 2 SCOPE OF AGREEMENT

2.1 Parties: This Agreement applies to and is limited to all Contractors/Employers performing Construction Contracts on the Project (including subcontractors at any tier), and their successors and assigns, the City, the Council, and the Unions.

2.2 Applicability: During the Operative Term, this Agreement governs all Construction Contracts awarded on a Project as defined. This Agreement shall no longer apply after Completion, except when the City directs a Contractor to engage in repairs, warranty work, modifications, or punch list work under a Construction Contract, when a Contractor performs work under a change order for a Construction Contract, and when start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project are performed pursuant to a Construction Contract.

2.3 Covered Work: This Agreement covers, without limitation, site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for the Project, that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of a Project, including, without limitation to the following examples, geotechnical and exploratory drilling, soils and materials testing and inspection, temporary and permanent HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start up, installation of modular furniture, and final clean up. On-site work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed to supply materials to the Project.

2.3.1 This Agreement covers all on-site fabrication work over which the City, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). This Agreement also covers any off-site work, including fabrication for the Project defined herein, that is traditionally performed by the Unions and is directly or indirectly part of the Project, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).

2.3.2 The furnishing of supplies, equipment or materials that are stockpiled for later use shall in no case be considered subcontracting. However, construction trucking work, such as the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process, as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation material, construction debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of written request or as required by the bid specifications.

2.3.3 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work as set forth under the provisions of this Agreement; provided, however, that the installation of specialty items which may be furnished by the Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; further, provided, however, in circumstances requiring special knowledge of the particular item(s), work may be performed by construction persons of a manufacturer or vendor where necessary to protect a manufacturer's warranty provided the manufacturer or vendor can demonstrate, by an enumeration of specific tasks, that the work cannot be performed by construction persons employed under this Agreement.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of various National Agreements as follows: the National Agreement of Elevator Constructors, the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles 4, 13, and 14 of this Agreement shall apply to such work.

2.4 <u>Exclusions:</u> The following shall be excluded from the scope of this Agreement.

2.4.1 Construction Contracts awarded by entities other than the City.

2.4.2 The current or anticipated operation, maintenance, repair, access to or use of any of the City's buildings or facilities, except in those circumstances where the Project satisfies the requirements set forth in Section 1.17 ("Projects").

2.4.3 Work performed by the City's own employees as permitted by the Public Contract Code.

2.4.4 Contractor/Employer's non-construction craft employees such as executives, managerial employees, engineering employees, design employees, supervisors above the level of general foreman (unless covered by a Master Agreement), and office, clerical, and administrative personnel that are not performing construction work on the project.

2.4.5 Any non-Project work performed on, near or leading to the site of work covered by this Agreement that is undertaken by state, county, or other governmental bodies or their contractors; or by public or private utilities or their contractors. Work performed by public or private utilities including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line and provides for access to the building via a conduit or series of conduits shall be Covered Work.

2.4.6 Off-site maintenance of leased equipment and on-site supervision of such work.

2.4.7 Construction Contracts issued during a Locally Declared Emergency, pursuant to Dublin Municipal Code Chapter 2.44, which are associated with emergency response and recovery activities and are subject to FEMA Procurement and Contracting Requirements.

2.4.8 Construction Contracts substantially funded by any federal, state, local or other public agency that prohibits the application of this Agreement; however, with respect to such work, the City agrees to make a reasonable effort to defend the application of this Agreement, including by making a written request to the funding source. Notwithstanding the foregoing, should only a specific provision of the Agreement be prohibited by the funding source, then, upon mutual agreement by the Council, the City shall modify the requirements of this Agreement accordingly to allow this Agreement to remain in place and to advance the purposes of this Agreement to the maximum extent feasible.

2.5 Award of Contracts: It is understood and agreed that the City has the right to select any qualified bidder for the award of Construction Contracts under this Agreement, pursuant to Public Contract Code Section 2500 *et. seq.* The bidder need only be willing, ready, and able to execute the Agreement to be Bound. This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project. A copy of all invitations to bid shall be provided to the Council at the time of issuance. In the event that a Construction Contract extends beyond the Operative Term or any Extended Term, the terms of this Agreement incorporated therein shall survive until Completion, notwithstanding anything to the contrary in this Agreement.

2.6 Termination, Suspension and/or Delay of Work: It is understood and agreed that the City, at its sole option, may change, terminate, delay and/or suspend any and all portions of the covered work at any time; however, if such a Construction Contract or portion of a Construction Contract is later reauthorized, this Agreement shall apply. Furthermore, the City may prohibit some or all work on certain days or during certain hours of the day to comply with applicable codes, laws or

regulations, permits or to accommodate the ongoing operations of the City's facilities and/or to mitigate the effect of the ongoing Project's work on the businesses and residents in the neighborhood of the Project sites; and/or require such other operational or schedule changes that may be deemed necessary, in its sole judgment, to effectively maintain the primary purpose of the City's facilities and to remain a good neighbor to the residents and businesses in the area of the Projects. In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the affected Contractor and Union(s) with reasonable notice of any changes it requires pursuant to this section.

## 3 EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Council, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for the Project, whether as a Contractor or subcontractor thereunder, all Contractors/Employers agree to be bound by each and every provision of this Agreement and agree to evidence their acceptance prior to the commencement of work by executing the **Agreement to be Bound** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing, by executing the **Agreement to be Bound**, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not be awarded a Construction Contract on the Project.

3.4 The provisions of this Agreement, including the Schedule As incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement conflicts with a Schedule A, the provision of this Agreement shall prevail. Where a provision of a Schedule A does not conflict with this Agreement, the provision of the Schedule A shall apply.

3.5 This Agreement shall only be binding on the signatory parties hereto, and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Master Agreement. Any dispute between the Union(s) and the Contractor(s) with respect to compliance with this Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s) party to this Agreement.

3.6 The Contractor(s) has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Contractor(s) elect to subcontract, the Contractor(s) shall continue to have such primary obligation.

3.7 It is mutually agreed by the parties that any liability by a Union signatory to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations and duties between the Contractor(s) and the other Union(s) party to this Agreement.

3.8 The Unions agree that this agreement does not have the effect of creating any joint employment status between or among the City and/or any contractor or subcontractor.

## 4 WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Council, the Unions, the City, and the Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, refusal to work, walk-off, sit down, stand-in, wobble, boycott, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or any other facility of the City because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other City projects are not governed by the terms of the Agreement or this Article, except that the Unions or construction persons employed on the Projects may not participate in any strikes, sympathy strikes, work stoppages, picketing, hand billing, slowdowns, or otherwise advising the public that a labor dispute exists at a Project jobsite because of a dispute between Unions and Contractor(s) on any other project.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 As indicated in Section 4.1.1, there shall be no strike, sympathy strike, picketing, handbilling or otherwise advising the public that a labor dispute exists, refusal to work, walk-off, sit-down, stand-in, wobble, boycott, or slowdowns of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at the Projects and/or failure of the parties to that agreement to reach a new contract. If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of a demand for a new or modified Master Agreement, the Union agrees that it will not strike or withhold labor from the Contractor(s) on work covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the Union(s) and Contractor(s) agree to an interim agreement that will apply until a new Master Agreement is reached, the employees shall work under the terms of the interim agreement until a new or modified Master Agreement is reached between the Union(s) and Contractors(s). If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Project

during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In consideration of the foregoing, the Contractor(s) shall not incite, encourage, or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor(s) for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include the City's decision to terminate or suspend work on the site or any portion thereof for any reason.

4.1.5 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor/Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and one (1) business day's notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck, of the intent to withhold labor from the Contractor/Employers' or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.6 Notification: If the City or any Contractor contends that any Union has violated this Article, it will so notify, in writing, the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred.

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator, under this procedure. In the event the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, the parties shall select the arbitrator from the list in Section 13.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the City, the involved Contractor, and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the permanent arbitrator named above, or the alternate if the permanent arbitrator is not available, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by email and telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate

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recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article, and the arbitrator's award shall be served on all parties by hand or registered mail upon issuance.

4.2.5 Liquidated Damages: If the Arbitrator determines that a violation of Section 4.1 has occurred, the breaching party shall, within eight (8) hours of the issuance of the decision take all steps necessary to immediately cease such activities and return to work. If the breaching party involved does not cease such activities by the beginning of the next regularly scheduled shift following the expiration of the eight (8) hour period after the arbitrator's issuance of the decisions, then the breaching party shall pay the sum of ten thousand dollars ($10,000) as liquidated damages to the City per shift until the breach is remedied. The arbitrator shall retail jurisdiction for the sole purpose of determining compliance with this obligation and determining the amount of liquidated damages, if any; but such retention shall not prevent the moving party from seeking judicial enforcement of the initial decision.

4.2.6 The arbitrator's award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In a proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceeding may be *ex parte*. However, such agreement does not waive any party's right to seek or participate in a hearing for a final order of enforcement. Any court order enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.7 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance with the above procedure, are waived by the parties.

4.2.8 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

4.2.9 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

## 5 PRE-JOB CONFERENCES

5.1 Timing: The Project Manager shall convene and conduct, at a physical or virtual location and time agreeable to the Council, a pre-job conference with the Unions and the representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set forth below, at least ten (10) working days prior to the commencement of any Project work, or the commencement of any Project work under a subsequently awarded Construction Contract.

5.2 The pre-job conference shall be attended by a representative of each participating Contractor and each affected Union, and the Council and City or their designee may attend at their discretion.

5.3 The pre-job conference shall include but not be limited to the following subjects:

5.3.1 A listing of each Contractor's scope of work
5.3.2 The craft assignments;
5.3.3 The estimated number of craft workers required to perform the work
5.3.4 Transportation arrangements;
5.3.5 The estimated start and completion dates of the work; and
5.3.6 Discussion of pre-fabricated materials.

5.4 Joint Administrative Committee: In order to ensure the terms of this Agreement are being fulfilled and concerns pertaining to the operation of this Agreement are addressed, the City and the Council shall establish a Joint Administrative Committee comprised of an equal number of representatives from the City and the Council. The Joint Administrative Committee shall meet on a periodic basis during the term of construction, at least annually, to assess the implementation of this Agreement, review the progress of Projects, and facilitate harmonious relations between the parties. Both the City and the Council shall have the right to call a meeting of the Joint Administrative Committee.

## 6 NO DISCRIMINATION

6.1 The Contractors and the Unions agree to not engage in any form of discrimination on the ground or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, disability or any other basis made illegal by federal, state, and local law against any person, or applicant for employment on the Projects.

## 7 UNION REPRESENTATION

7.1 The Contractor(s)/Employer(s) recognize the Unions as the sole bargaining representative of all craft employees performing Covered Work under this Agreement, and all such employees must be represented by a Union for the duration of their employment on the Project.

7.2 The Contractor(s)/Employer(s) shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. This Agreement does not require any employee of a non-Union contractor to join a Union or to pay dues or fees to a Union as a condition of working on the Project; however, nothing in this Article is intended to supersede the independent requirements of

the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

## 8 REFERRAL AND CORE WORKERS

8.1 Contractor(s)/Employer(s) performing construction work on the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Unions shall operate the Job Referral System in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those that require equal employment opportunities and prohibit discrimination

8.2 The Contractor(s)/Employer(s), including those that are not signatory to a Master Agreement, shall have the right to reject any applicant referred by the Union(s), to the extent permitted under the terms of the applicable Master Agreement.

8.3 Sole Operators. A Sole Operator self-performing work on a covered Project shall execute an Agreement to be Bound, attend the pre-job conference and identify themselves as a Sole Operator, but shall not be required to request dispatch from the union hall with jurisdiction over the Sole Operator's work. However, if the Sole Operator hires any additional employees on a covered Project, the Sole Operator will be treated as a Core Worker and any subsequent employee(s) will be dispatched from the hiring hall. Before hiring an employee(s) on the Project, the Sole Operator must request permission from the JAC through the Coordinator and provide evidence of compliance with CLSB and Workers Compensation requirements..

8.4 Core Workers

8.4.1 A Contractor may request by name, and the local Union shall honor, referral of Core Workers. The Union will first refer to such Contractor one (1) worker from the applicable hiring hall, and then will refer one (1) of the Contractor's Core Workers. This alternating procedure shall repeat until such Contractor/Employer has hired a maximum of five (5) Core Workers. Thereafter, all additional employees shall be hired exclusively from the applicable hiring hall out-of-work list. For the duration of the Contractor's work, this ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in reverse order and in the same ratio of Core Workers to hiring hall referrals as was applied in the initial hiring. This Section applies only to employers not signatory to a Master Agreement and is not intended to limit the transfer provisions of the Master Agreement of any trade. As part of this process, and in order to facilitate contract administration procedures and the appropriate fringe benefit fund coverage, all Contractors shall require their Core Workers to register with the appropriate Union hiring hall and be dispatched to the Project prior to starting work.

8.4.2 Upon request by any Party to this Agreement, including the applicable Union, the Contractor employing any Core Worker shall provide satisfactory proof (i.e., payroll

records, quarterly tax records, or similar documentation) evidencing the worker's qualification as a Core Worker to the City and the Council.

8.4.3 Prior to each Contractor performing any Covered Work on a Project, such Contractor or subcontractor shall provide a list of its Core Workers to the City and the Council. Failure of such a Contractor to do so will result in that Contractor being prohibited from using any Core Workers on that Construction Contract.

8.5 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman they consider necessary and desirable, without such persons being referred by the Union(s), unless such craft construction employee is covered by a Master Agreement.

8.6 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain the worker(s) from any source. A Contractor/Employer who hires any worker(s) pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately direct such worker(s) to the appropriate Union hiring hall to be referred for work on the Project.

## 9 WAGES AND BENEFITS

9.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the applicable Master Agreement(s).

9.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements described in Section 9.1, which may from time to time be amended, specifying the detailed basis upon which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if they were appointed by the Contractors/Employers. The Contractors/Employers agree to execute a separate subscription agreement(s) when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 Holidays: Holidays shall be as set forth in the applicable Master Agreement.

9.5 Work on Fire Sprinkler Systems: All inspections on a Fire Sprinkler System shall be performed by an ASSE 15000 certified Sprinkler Fitter who is registered with the Office of the California State Fire

Marshall. All testing and/or maintenance performed on any Fire Sprinkler System shall be performed by an individual who has graduated from a state-approved apprenticeship program. All apprentices working on fire protection systems shall be registered with a state-approved apprenticeship program.

## 10 LOCAL HIRE, APPRENTICES, AND WORKFORCE DEVELOPMENT

10.1 Local Hire: It is in the interest of the parties to this Agreement to facilitate employment of Local Area residents and to use resources in the Local Area in construction of the Project. It is the objective of the parties that not less than twenty percent (20%) of all hours worked on the Project will be worked by residents of the Local Area. The Unions will exert their utmost efforts to recruit sufficient numbers of craft persons that are Local Residents to fulfill the referral requirements of the Contractor(s)/Employer(s). To the greatest extent allowed by law, and to the greatest extent consistent with the Unions' hiring hall provisions, and as long as they possess the requisite skills and qualifications, the Unions shall refer Local Residents, including journeymen and apprentices, for Project work covered by this Agreement.

10.2 Apprenticeship and Workforce Development:

10.2.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, including on public works projects, the Contractors/Employers shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in their respective crafts to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured. Notwithstanding the foregoing, Contractor may employ an apprentice that is enrolled in a California state-approved apprenticeship program other than a Joint Apprenticeship Training Program provided that (i) the apprentice is a Local Resident, (ii) the Contractor previously requested a Local Resident apprentice from the applicable Joint Apprenticeship Training Committee and one was not provided, and (iii) the apprentice counts toward the maximum number of Core Workers allowed to the Contractor on the Project under Section 8.4.1.

10.2.2 Apprentice ratios will be in compliance with the provisions of the California Labor Code and the applicable state prevailing wage determination.

10.2.3 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly indentured and supervised.

10.2.4 Consistent with the requirements of California Labor Code §§ 1776, 1777.5 and 1777.6, Contractor(s)/Employer(s) shall hire one (1) New Apprentice for the first one million ($1,000,000) dollars as determined by the engineer's estimate. Thereafter, Contractor(s) will be required to hire one (1) New Apprentice for every five million dollars ($5,000,000) determined by the engineer's esimtate. The New Apprentice(s) must work a minimum of 10% of the total craft's work hours. The intent of this provision is to utilize New Apprentices to the fullest extent permissible by state law and the Master Agreements.

10.2.5 The Contractor may deploy the apprentice to work on another concurrent project in order to meet the minimum hours, and those hours will be counted towards the total hours of the

craft on the City of Dublin project. Certified Payroll must reflect the hours worked. The Contractor must fully document efforts to hire a New Apprentice, through the following steps: 1) requesting New Apprentices through the Union dispatch procedure, 2) contacting a minimum of three (3) MC3-certified or Union pre-apprenticeship training programs for the applicable craft or trade for referral of Local Residents.

10.2.6 There can be no more than one (1) entry-level New Apprentice for each craft, provided said crafts have apprenticeship openings and the general contractor will be able to include New Apprentices hired by their subcontractor to meet this requirement. The Unions will agree to cooperate with the Contractor(s) in furnishing apprentices as requested and the hiring of the apprentices will be in accordance with the Apprenticeship provisions listed in the Master Agreements and/or the Union agreements with the Division of Apprenticeship Standards, and the apprentices shall be properly supervised and paid in accordance with provisions contained within the Master Agreements. The Unions and Contractor(s)/Employer(s) shall cooperate with local pre-apprenticeship programs to ensure Local Residents have the opportunity to apply for and enter into the apprenticeship programs.

10.2.7 Failure of Contractors and their subcontractors to maintain qualified apprentices on the job will be subject to corrective action and, if not corrected, monetary penalties, as determined by the Grievance Committee as identified in Article 13.

10.2.8 Enforcement, Compliance & Reporting: Contractors will be required to submit Certified Weekly Payrolls to the City along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article 10. At a minimum the monthly reports must include 1) data on Local Residents work hour utilization on a craft by craft basis, 2) number of New Apprentices hired and the hours they have worked, 3) documentation showing any requests made to the Union dispatchers for Local Residents and the Union's response to the request. Enforcement of this article shall be according to the Grievance and Arbitration procedure outlined in Article 13.

10.3 Community Workforce Partnerships. The parties recognize the need to build within the Tri-Valley Region a pipeline to careers in the construction industry. Such effort would serve the parties' mutual goals of providing career opportunities and of developing adequate numbers of competent workers in the construction industry. In furtherance of these goals, the parties agree to work together in good faith, and in partnership with the Construction Trades Workforce Initiative (CTWI), and in conjunction with other interested Tri-Valley community-based organizations, to identify and develop an initiative or multiple initiatives to connect residents of the Tri-Valley Region with careers in the Building and Construction Trades, with a particular focus on providing opportunities to disadvantaged individuals.

10.4 Helmets to Hardhats.

10.4.1 The Contractors/Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to

apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

10.4.2 The Unions and Contractors/Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

## 11 COMPLIANCE

11.1 It shall be the responsibility of the Contractor(s)/Employer(s) and Unions, and not the City, to investigate and monitor compliance with the provisions of Article 9 of this Agreement. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent wages or Trust Fund contributions from Contractors/Employers on the Project. Because the Project is a public work subject to the California Labor Code, the City or its designee shall comply with its obligations thereunder as well as this Agreement.

## 12 JOINT ADMINISTRATIVE COMMITTEE

12.1 There is hereby established a four (4) person Joint Administrative Committee ("JAC"). The JAC shall be comprised of two (2) representatives selected by the City and two (2) representatives selected by the Council. The City and the Council shall designate alternates who may serve in the absence of the designated representatives for any purpose. The JAC shall meet quarterly, or at the request of any Party to the Agreement, including Contractor(s)/Employer(s), to review the implementation of the Agreement, review progress of the Projects, and resolve concerns or issues relating to the administration of the Agreement; however, the JAC may not change, amend, add to or detract from any of the provisions of the Agreement. The Project Manager shall convene and facilitate the quarterly meetings and any other meetings as requested.

12.2 The City and Council representatives shall report on Project progress and provide ongoing workforce projections to facilitate efficient construction and compliance with the Local Hire goal.

12.3 The JAC shall convene in an effort to resolve any grievance filed pursuant to Article 13 by unanimous vote, with such resolutions to be final and binding on all signatories to the Agreement. The failure of any party to attend said hearing shall not delay the hearing or issuance of an award by the JAC, and in the absence of any party to the grievance, the hearing may proceed *ex parte*. If the JAC is unable to resolve the grievance, the grievance may be referred in accordance with Step 3 of Article 13.

## 13 GRIEVANCE ARBITRATION PROCEDURE

13.1 Project Labor Disputes: All disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article 4 and Article 14, shall be subject to resolution by the grievance arbitration procedures set forth in this Article.

13.2 Employee Discipline: All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions

contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or discharged without just cause.

13.3 No grievance shall be recognized unless the grieving party (Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

13.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting or the conclusion of efforts to resolve the grievance at Step 1, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Contractor/Employer, or the Contractor/Employer's designated representative, for discussion and resolution. This time limit may be extended by mutual consent of both parties. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, either party may request the dispute be submitted to arbitration within five (5) business days of the Step 2 meeting or the conclusion of efforts to resolve the grievance at Step 2. This time limit may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to arbitration, the representatives shall notify the permanent arbitrator designated in Article 4, or if not available, the alternate arbitrator designated in Article 4, for final and binding arbitration. If the permanent arbitrator or the alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Carol Vendrillo
3. Morris Davis

13.5 The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne equally by both parties. The arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall

be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

13.6 The time limits specified at any step of the grievance procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

13.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this grievance procedure, the parties agree that such settlements shall not be precedent setting.

13.8 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, or its higher-tier Contractor, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the City until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an arbitrator shall so order.

13.9 Should any of the arbitrators listed in this Article or Article 4 no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

## 14 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

14.1 The assignment of Covered Work will be solely the responsibility of the Contractor(s)/Employer(s) performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

14.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractor(s)/Employer(s) shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor(s)/Employer(s) and Unions parties to this Agreement.

14.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan, and the arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

14.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

14.5 Each Employer will conduct a pre-job conference with the Council prior to commencing work. The City and the Project Manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

## 15 MANAGEMENT RIGHTS

15.1 Consistent with the Master Agreements, the Contractor(s)/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that all lawful manning provisions in the Master Agreement shall be recognized.

## 16 DRUG AND ALCOHOL TESTING

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited. In addition, the use and/or sale of tobacco or vaping products on City property is prohibited.

16.2 Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Schedule A.

## 17 SAVINGS CLAUSE

17.1 If any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word that will meet the objections to its validity and will be in accordance with its original intent.

17.2 In the event a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of the Agreement's provisions, and the City accordingly determines that compliance with this Agreement will not be required in order to perform work under a Construction Contract, the Unions will no longer be bound by the provisions of Article 4.

## 18 TERM

18.1 This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project.

18.2 The Operative Term shall be a period of five (5) years. Prior to the five (5) year anniversary of the Operative Date of this Agreement, the City and the Council shall meet to discuss proposed changes to the Agreement and/or whether to extend the agreement for an additional period or periods of time (an "Extended Term(s)").

## 19 MISCELLANEOUS PROVISIONS

19.1 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

19.2 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed PDF signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures. The Parties agree that the Agreement may be executed using electronic signatures so long as they are valid and enforceable under California law.

19.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

19.4 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

19.5 All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

**[SIGNATURES TO FOLLOW]**

**CITY:**

**CITY OF DUBLIN, a California Municipal Corporation**

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

Date: 3/4/2022

*Attest:*

By: DocuSigned by: Marsha Moore
9BB70615D22F40A...
Marsha Moore, City Clerk

*Approved as to Form:*

By: DocuSigned by:
4D33BDE7E6D8453...
John Bakker, City Attorney

**COUNCIL:**

**Building and Construction Trades Council of Alameda County , AFL-CIO**

By: DocuSigned by: Andreas Cluver
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Andreas Cluver, Secretary-Treasurer

Date: 2/16/2022

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**SIGNATORY UNIONS**

| | |
|---|---|
| Asbestos Workers, Local 16<br><br>_____ | Boilermakers, Local 549<br><br>_____ |
| Bricklayers and Allied Craftworkers, Local 3<br><br>_____ | Northern California Carpenters Regional Council (on behalf of Carpenters, Local 713, Carpenters, Local 2236, Lathers, Local 68L, Millwrights, Local 102, and Pile Drivers, Local 34)<br><br>_____ |
| Cement Masons, Local 300<br><br>_____ | Plasterers, Local 66<br><br>_____ |
| Electrical Workers, Local 595<br><br>_____ | Elevator Constructors, Local 8<br><br>_____ |
| International Union of Painters and Allied Trades, District Council No. 16 (on behalf of Auto & Marine Painters, Local 1176, Carpet & Linoleum Layers, Local 12, Glaziers, Architectural Metal & Glassworkers, Local 169, Painters & Tapers, Local 3)<br><br>_____ | Ironworkers, Local 378<br><br>_____ |
| Laborers, Local 67<br><br>_____ | Laborers, Local 304<br><br>_____ |
| Operating Engineers, Local 3<br><br>_____ | Roofers and Waterproofers, Local 81<br><br>_____ |

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|---|---|
| Sheet Metal Workers, Local 104<br><br>_____ | Sprinkler Fitters, Local 483<br><br>_____ |
| Teamsters, Local 853<br><br>_____ | United Association of Steamfitters, Pipefitters, Plumbers and Gasfitters, Local 342<br><br>_____ |
| United Association, Underground Utility & Landscape, Local 355<br><br>_____ | |

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**ADDENDUM A**

**AGREEMENT TO BE BOUND**

[Date]

[Addressee]

[Address]

Re: Community Workforce Agreement for the City of Dublin

Agreement to be Bound

Dear _____:

The undersigned confirms that it agrees to be a party to and bound by the Community Workforce Agreement for the City of Dublin ("Agreement"), as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to be Bound, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust fund documents as set forth in Section 9.1 of the Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by the Agreement shall extend to all work covered by the Agreement undertaken by the undersigned, and the undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement to be Bound. This Agreement to Be Bound shall survive the end of the Term of the Agreement, as specified in Section 2.5 of the Agreement.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR:_____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person:_____

Address of Authorized Person:_____

State Public Works Registration Number: _____

DocuSign Envelope ID: EE3B5204-E840-4CD2-A96A-13519F6DA077

## ADDENDUM B

## SIDE LETTER REGARDING AMADOR VALLEY INDUSTRIES

Pursuant to this Side Letter, the Community Workforce Agreement does not apply to off-hauling of construction debris contained in a debris box by the City of Dublin's solid waste franchisee, Amador Valley Industries, LCC, provided that such hauling is performed by a member of Teamsters Local 70. Any other off-hauling is covered by the Community Workforce Agreement if covered under Section 2.3.2. therein.

This Side Letter shall not apply to any other franchisee of the City.

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Agenda Item 5.7

# STAFF REPORT
## CITY COUNCIL

**DATE:** **December 2, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Resolution Declaring the City of Dublin's Assumption of Workers' Compensation Liability as a Self-Insured Employer
*Prepared by: Sarah Monnastes, Human Resources Director*

**EXECUTIVE SUMMARY:**

The City Council will consider approval of a Resolution formally declaring the City of Dublin's assumption of legal responsibility for workers' compensation liabilities as a self-insured employer. The proposed Resolution is required by the California Office of Self-Insurance Plans as part of the City's application to obtain a Certificate of Consent to Self-Insure. Approval of this Resolution supports the transition to the self-funded workers' compensation program previously authorized by the City Council on November 18, 2025.

**STAFF RECOMMENDATION:**

Adopt the **Resolution** Declaring the City of Dublin's Assumption of Workers' Compensation Liability as a Self-Insured Employer, Authorizing Self-Funded Workers' Compensation Operations, and Directing Related Actions.

**FINANCIAL IMPACT:**

There is no direct financial impact associated with adoption of the Resolution. The financial implications associated with the transition to a self-funded program were detailed in the November 18, 2025 staff report and include approximately $115,000 in annual administrative and excess insurance costs and establishment of a Workers' Compensation Trust Fund with an initial $50,000 allocation. Staff will bring forward the necessary budget adjustments as part of the Fiscal Year 2025-26 mid-year financial review.

**DESCRIPTION:**

With the dissolution of the Cities Group Joint Powers Authority effective January 1, 2026, the City must transition to an independent workers' compensation structure. On November 18, 2025, the City Council approved a self-funded workers' compensation model supported by a

third-party administrator and excess insurance. The November 18 staff report is included as Attachment 3 to this report.

The California Office of Self-Insurance Plans (OSIP) regulations require a City Council Resolution affirming the City's acceptance of liability as a self-insured employer. Approval of this Resolution is necessary to finalize the City's OSIP application.

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

1) Resolution Declaring the City of Dublin's Assumption of Workers' Compensation Liability as a Self-Insured Employer, Authorizing Self-Funded Workers' Compensation Operations, and Directing Related Actions
2) Exhibit A to the Resolution – Certification Statement
3) November 18, 2025 Staff Report (without attachments)

# RESOLUTION NO. XX – 25

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

## DECLARING THE CITY OF DUBLIN'S ASSUMPTION OF WORKERS' COMPENSATION LIABILITIES AS A SELF-INSURED EMPLOYER, AUTHORIZING SELF-FUNDED WORKERS' COMPENSATION OPERATIONS, AND DIRECTING RELATED ACTIONS

**WHEREAS,** since 2005 the City of Dublin ("City") has participated in the San Mateo County Cities Insurance Group Joint Powers Authority ("Cities Group") for the administration and pooling of workers' compensation liabilities; and

**WHEREAS,** due to significant structural and financial changes in the Cities Group risk pool, the Cities Group Board voted to dissolve and cease all workers' compensation operations effective January 1, 2026; and

**WHEREAS,** as a result of this dissolution, the City is required to secure an alternative workers' compensation program structure to comply with the California Workers' Compensation Act and ensure continuation of benefits for City employees; and

**WHEREAS,** on November 18, 2025, the City Council received a Staff Report analyzing workers' compensation program alternatives and subsequently approved the City's transition to a self-funded workers' compensation model beginning January 1, 2026, supported by a third-party administrator and excess workers' compensation insurance, and authorized the City Manager to take all necessary implementation actions; and

**WHEREAS,** California Labor Code section 3700 et seq. and Title 8, California Code of Regulations section 15200 et seq. authorize public entities to self-insure for workers' compensation liabilities, subject to the approval of the Director of Industrial Relations; and

**WHEREAS,** it is necessary and appropriate for the City Council to formally declare the City's assumption of liability as a self-insured employer.

**NOW, THEREFORE, BE IT RESOLVED** that, effective January 1, 2026, the City Council declares that the City of Dublin shall operate as a self-insured employer for workers' compensation purposes and shall assume any and all liabilities arising under the California Workers' Compensation Act, subject to applicable excess insurance coverage.

**BE IT FURTHER RESOLVED** that the City Council affirms its intention to maintain appropriate excess insurance to cover statutory benefits above the City's self-insured retention.

**BE IT FURTHER RESOLVED** that the City Council authorizes the establishment and continued maintenance of a Workers' Compensation Trust Fund for the purpose of paying claims and related expenses and authorizes initial and ongoing deposits consistent with expected obligations.

**BE IT FURTHER RESOLVED** that the City Manager is authorized and directed to execute all agreements, filings, certifications (including the Certification Statement attached hereto as **EXHIBIT A**), records transfers, and administrative actions necessary to implement and maintain the City's status as a self-insured employer, including required filings with the State of California Office of Self-Insured Plans.

**PASSED, APPROVED AND ADOPTED BY** the City Council of the City of Dublin, on this 2nd day of December, 2025 by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

# CITY MANAGER CERTIFICATION STATEMENT

**Pursuant to Title 8, California Code of Regulations, Section 15211 et seq. City of Dublin Application for Public Entity Workers' Compensation Self-Insurance Authority**

I, Colleen Tribby, City Manager for the City of Dublin, hereby certify the following:

1. **Authority to Bind the City**
   I am duly authorized to execute and submit the City of Dublin's application to the California Office of Self-Insurance Plans (OSIP) to obtain a Certificate of Consent to Self-Insure workers' compensation liabilities pursuant to Labor Code §3700 and Title 8 California Code of Regulations §15200, et seq.
2. **Assumption of Liability**
   The City of Dublin expressly assumes and accepts full legal responsibility for the payment of any and all workers' compensation claims and benefits arising under the California Workers' Compensation Act for its employees, as required by Labor Code §3700, subject to applicable excess insurance coverage.
3. **Financial Capacity / Funding Commitment**
   The City has the financial capacity to administer a self-insured workers' compensation program and commits to funding all workers' compensation liabilities including, but not limited to, temporary disability, permanent disability, medical benefits, vocational rehabilitation, death benefits, administrative costs, investigation, legal defense, and claims adjusting costs.
4. **Establishment of a Dedicated Fund**
   The City has established or will establish a dedicated workers' compensation trust fund for the payment of claims, costs, and benefits, and will maintain funding levels consistent with actuarially estimated obligations.
5. **Program Administration**
   The City will administer claims through a third-party administrator duly licensed to administer workers' compensation claims in the State of California, and will ensure compliance with all statutory and regulatory reporting requirements.
6. **Compliance Commitment**
   The City agrees to comply with all rules, regulations, forms, data reporting requirements, audits, and investigations of OSIP.
7. **Accuracy of Information**
   All information included in the application and supporting documents is true, accurate, and complete to the best of my knowledge.

Executed this _____ day of _____, 2025 in Dublin, California.

_____
Colleen Tribby
City Manager, City of Dublin

DUBLIN
CALIFORNIA

# STAFF REPORT

## CITY COUNCIL

**DATE:** **November 18, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Approval of Workers' Compensation Program Structure and Recommendation to Transition to a Self-Funded Workers' Compensation Plan
*Prepared by: Sarah Monnastes, Human Resources Director*

**EXECUTIVE SUMMARY:**

The City Council will receive a report on Staff's analysis of workers' compensation programs and discuss Staff's recommendation to transition to a self-funded workers' compensation program, supported by a third-party administrator for day-to-day claims administration and excess insurance for catastrophic claims.

**STAFF RECOMMENDATION:**

Approve the City's transition to a self-funded workers' compensation model beginning January 1, 2026, authorize the establishment of a workers' compensation trust account, and authorize the City Manager to execute all necessary agreements related to administration and excess insurance.

**FINANCIAL IMPACT:**

The recommended self-funded program option requires contracting with a third-party administrator and purchasing excess insurance, which costs approximately $165,000 annually, combined (this would be pro-rated for the current fiscal year). The City is also required to establish a workers' compensation trust account, which Staff recommends funding with an initial $50,000. Claims will be paid directly out of the trust, and the City can replenish the funds as needed. Staff will return with a mid-year budget adjustment to request the appropriation of these funds for the remainder of Fiscal Year 2025-26.

In addition, the City currently has approximately $187,000 held by the Cities Group. Although a portion of that will be used to fund dissolution costs, some amount is expected to be returned to Dublin in Fiscal Year 2026-27, which may partially offset expenses in the second year.

**DESCRIPTION:**

**Background**

Since 2005, the City of Dublin has been a member of the San Mateo County Cities Insurance Group Joint Powers Authority (Cities Group), which has administered workers' compensation claims and related benefits on behalf of its member agencies. The City pays $3,000 annually for the Cities Group program and operates with a self-insured retention (SIR) of $1 million per claim and a $10 million per claim limit. Under this structure, the City is financially responsible for the first $1 million of every claim, with pooled excess coverage providing protection for catastrophic or severe losses up to $10 million dollars. The City is then responsible for anything over $10 million.

As documented in the Staff Report presented to the City Council on October 21, 2025 (Attachment 1), the long-term viability of the Cities Group became uncertain following the withdrawal of Foster City, whose claim volume and size represented a disproportionately large share of the group's overall risk pool. The withdrawal significantly weakened the group's financial stability and its attractiveness to reinsurers. After further review, the Cities Group Board concluded that dissolution was the most prudent path forward for all remaining members. The Board subsequently adopted a resolution directing the cessation of all workers' compensation operations by January 1, 2026, and requiring each member agency to transition its workers' compensation program independently. As a result, Dublin must secure and implement a new workers' compensation structure prior to that date.

Following the October City Council meeting, Staff conducted a comprehensive review of the City's historical claim experience and existing risk structure, and analyzed viable options available to California municipalities: 1) enrollment in the State Compensation Insurance Fund; 2) contracting directly with a joint powers authority (JPA) for claims administration; or 3) establishing a self-funded workers' compensation program supported by a third-party administrator (TPA) and excess insurance coverage. Based on Staff's analysis, the self-funded program is the most prudent option for Dublin. A discussion of the analysis is provided below.

**Analysis**

***Claims History***

In selecting the workers' compensation structure that is most appropriate for the City as it transitions away from Cities Group, Staff looked at the City's historical loss experience using the complete loss-run data from January 1, 2005 through September 30, 2025. The loss-run captures more than 20 years of claims activity and provides a comprehensive picture of Dublin's long-term risk exposure.

Over the 20-year period, annual claim payments ranged from as low as $374 in 2020 to $86,466 in 2005, with most years falling below $14,000. Recent experience is even more modest, with total paid losses of $8,754 in 2024 and $2,546 recorded through September 30, 2025. These results

reflect Dublin's low-frequency, low-severity claim environment, supported by a predominantly administrative and professional workforce and strong internal safety practices. The City's exposure is further reduced by contracting out police, fire, and maintenance services, which shifts the highest-risk functions outside the City's direct operations.

This historical claim performance must also be considered in the context of the City's current risk structure through Cities Group, under which Dublin operates with an SIR of $1 million per claim and a $10 million per claim limit. It is important to note that Dublin's claim activity has remained far below the SIR level.

***Workers' Compensation Program Options Considered***

1. **State Compensation Insurance Fund.** The State Compensation Insurance Fund is a fully insured workers' compensation program in which the State assumes full liability for all claims. Agencies pay an annual premium based on payroll, class codes, and statewide actuarial factors, and in exchange the State Fund becomes responsible for claims payments, litigation costs, medical management, and all associated liabilities. While the State Fund provides guaranteed acceptance for public agencies and delivers a predictable, standardized administrative process, participation comes with several notable limitations.

   Specifically, because the program is fully insured, agencies relinquish nearly all control over claims handling. This includes decisions regarding compensability, medical treatment direction, settlement strategy, litigation oversight, and return-to-work coordination. For Dublin, which has historically benefited from close oversight of claims and early-return-to-work practices, this loss of control could negatively impact claim outcomes and increase indirect costs such as lost productivity and modified duty availability. This reduction in control could lengthen claim duration, increase disability time, and diminish the effectiveness of the City's return-to-work approach.

   Additionally, while the State Fund premium calculation is based on the City's claim experience, premiums include statewide risk assumptions, administrative overhead, and insurer operating costs. As a result, the premium does not reflect Dublin's actual workers' compensation exposure, which typically totals only a few thousand dollars per year. The annual premium quoted for Dublin to participate in the State Fund is $206,000, significantly higher than the City's historical claims.

2. **Workers' Compensation Joint Powers Authority (JPA).** A workers' compensation JPA is a collective risk-sharing arrangement in which multiple public agencies pool their workers' compensation exposures and jointly fund the costs of claims, administration, and long-term reserves. Member agencies contribute annual premiums that support both current claim payments and the reserves needed to cover future liabilities for the entire pool. JPAs provide shared governance, access to pooled resources, and standardized risk-management practices; however, participation also requires agencies to operate under uniform policies and claims-handling procedures established by the pool.

Although the overall structure of a JPA is similar to that of Cities Group, where agencies pooled their claims and purchased excess insurance collectively, the JPAs reviewed by Staff differ in one important respect: they maintain much lower levels of SIR than Cities Group's $1 million SIR. The JPAs that provided quotes operate with SIRs in the range of $5,000 to $150,000. This lower retention level increases the amount of pooled claim costs and administrative overhead that must be funded by all members. For a low-loss agency like Dublin, this means paying significantly more into the pool to support claims generated by higher-risk members.

Because JPA contributions are calculated based on the pooled actuarial needs of all members rather than on each agency's individual loss experience, low-loss agencies often subsidize agencies with higher claim frequency or severity. For Dublin, whose workers' compensation losses have been consistently modest and well below its long-standing $1 million SIR, this structure is financially unfavorable. The JPAs reviewed quoted annual participation costs between $250,000 and $535,000, far exceeding the City's typical annual losses. Joining a JPA would therefore require the City to contribute substantially more than is warranted by its actual risk profile. In addition, even in years where the City's losses totaled less than $10,000, Dublin would still be required to pay several hundred thousand dollars into a pooled program, effectively subsidizing agencies with much higher claim activity while receiving no materially different protection than the structure under which it already operates.

3. **Self-Funded Program with TPA and Excess Insurance.** A self-funded program allows agencies to pay only the actual cost of their workers' compensation claims while maintaining a dedicated trust account for those expenses. Under this model, a third-party administrator handles day-to-day claims administration in close coordination with agency staff, including medical coordination, investigations, regulatory reporting, litigation oversight, and return-to-work support. The TPA charges a flat annual fee of approximately $4,000, with additional à la carte fees for individual claims and specialty services. Based on projected activity in Dublin, the TPA's total annual cost for the City is expected to be no more than $15,000.

   To protect the City against catastrophic or unusually high-cost claims, the program includes the purchase of excess workers' compensation insurance, estimated at $100,000 annually. Under the proposed structure, the City would assume an SIR of $750,000, meaning the City is responsible for all claim costs up to that amount. The excess insurance provides statutory limits coverage, which means the insurer will pay all legally required workers' compensation costs (i.e., medical care, wage replacement, permanent disability benefits, lifetime medical awards, and death benefits) without a dollar cap, as required under California law. Once the City's $750,000 SIR is reached, all additional benefits owed under the Workers' Compensation Act are fully covered by the excess carrier. This enhances the catastrophic protection the City currently receives through Cities Group.

   Given that the City's annual claims have remained far below $750,000, and that Dublin has decades of successful experience operating within a high-retention framework, a self-funded workers' compensation program remains the approach most consistent with the City's

historical losses and overall risk profile. This option aligns costs with actual experience, ensures unspent funds stay in a City-controlled trust rather than subsidizing a pool, and preserves essential catastrophic protection through statutory-limit excess coverage. For these reasons, the self-funded model not only represents the lowest-cost option but is also the most actuarially appropriate and operationally consistent approach for the City moving forward.

Under this option, the City would need to establish an initial trust account to cover anticipated claim expenses and maintain liquidity, at a level consistent with claims history. Staff recommends depositing an initial $50,000 into the trust, with funding levels evaluated annually thereafter.

**Next Steps**
Upon City Council approval to use the self-funded model, Staff will execute an agreement with the selected TPA, bind excess workers' compensation insurance coverage effective January 1, 2026, and create the required trust and fund structure. Staff also will complete State self-insurance filings, coordinate record transfers with Cities Group, and update the City's internal reporting and return-to-work procedures. Finally, Staff will bring a mid-year budget amendment to the City Council to fund the transition.

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

1) October 21, 2025 Staff Report (without attachments)

Agenda Item 6.1

# STAFF REPORT

CITY COUNCIL

**DATE:** **December 2, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Amendments to the Downtown Dublin Specific Plan and Dublin Municipal Code for Outdoor Live Entertainment (PLPA-004212-2025)
*Prepared by: Jennifer Byous, Principal Planner and Christine Begin, Assistant Planner*

## EXECUTIVE SUMMARY:

The City Council will consider City-initiated amendments to the Downtown Dublin Specific Plan (DDSP) and the Zoning Ordinance to permit Outdoor Live Entertainment as an allowed use. The proposed amendments include updates to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), and Chapter 8.116 (Zoning Clearance), the addition of Chapter 8.41 (Outdoor Live Entertainment), and amendments to DDSP Section 3.4 (Land Use Designations). Staff recommends that the project be found exempt from the California Environmental Quality Act (CEQA).

## STAFF RECOMMENDATION:

Conduct the public hearing, deliberate and: 1) adopt the **Resolution** Amending the Downtown Dublin Specific Plan To Add Outdoor Live Entertainment as an Allowed Use, and 2) waive the reading and introduce an **Ordinance** Approving Amendments to the Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.116 (Zoning Clearance), and the Addition of Chapter 8.41 (Outdoor Live Entertainment) to add Outdoor Live Entertainment as an Allowed Use and Establish Development Standards.

## FINANCIAL IMPACT:

None.

**DESCRIPTION:**

**Background**

The overarching vision of the Downtown Dublin Specific Plan (DDSP) is “to create a vibrant, dynamic commercial and mixed-use center that provides a wide array of opportunities for shopping, services, dining, working, living, and entertainment in a pedestrian-friendly and aesthetically pleasing setting that attracts both local and regional residents.” A map of the DDSP area is provided in Figure 1.

**Figure 1. Downtown Dublin Specific Plan Map**

On September 19, 2023, the City Council adopted citywide Outdoor Seating Design Guidelines to ensure that outdoor seating is aesthetically pleasing, provides a high-quality environment for patrons, and is appropriately designed for the location. The Design Guidelines encourage creative design while enriching the Dublin community. Since adoption, the City has continued to work with business owners to encourage a mix of complementary land uses, including entertainment, in the Downtown area.

In September 2025, a citywide survey was sent to local business owners to gather input regarding the potential introduction of outdoor live entertainment associated with outdoor dining areas. Results from the survey indicate business owners support outdoor live

entertainment downtown. The preferred time for these events is weekend evenings, suggesting a desire to boost after-hours activity.

Staff researched examples of regulations for outdoor live entertainment in other jurisdictions. Collectively, the jurisdictions surrounding Dublin and others in the San Francisco Bay Area emphasize maintaining neighborhood compatibility through a discretionary or temporary permit process. These approaches provide flexibility for local businesses while ensuring outdoor entertainment activities remain compatible with adjacent residential and mixed-use areas. A summary of these regulations is provided in Attachment 4.

Staff proposes to amend the DDSP and Zoning Ordinance to allow outdoor live entertainment in the Downtown.

**Analysis**
The following is an overview of the proposed amendments to the Zoning Ordinance and DDSP. The proposed amendments are intended to further implement the vision of the DDSP and expand opportunities for entertainment while ensuring compatibility with surrounding uses. The amendments would establish "Outdoor Live Entertainment" as a defined land use and create objective standards and approval procedures.

*Zoning Ordinance Amendments*
<u>Chapter 8.08 (Definitions)</u>
The amendments introduce a new land use and definition for Outdoor Live Entertainment in Chapter 8.08 (Definitions) as follows:

> *The term Outdoor Live Entertainment shall mean live entertainment that occurs in outdoor areas, not within a fully enclosed permanent structure, associated with Outdoor Dining. This includes live music or amplified sound*.

<u>Chapter 8.12 (Zoning Districts and Permitted Uses of Land)</u>
Chapter 8.12 (Zoning Districts and Permitted Uses of Land) would be amended to allow Outdoor Live Entertainment in the Downtown Dublin Zoning Districts with a Zoning Clearance or Minor Use Permit (MUP). This approach provides flexibility for smaller-scale, compliant activities to be approved ministerially, while ensuring that larger or potentially impactful activities undergo discretionary review, as further described below.

<u>Chapter 8.41 (Outdoor Live Entertainment)</u>
New Chapter 8.41 (Outdoor Live Entertainment) establishes specific development standards and permitting procedures. The following standards are designed to ensure compatibility with surrounding uses, compliance with the Building and Fire Codes, and adherence to the City's noise regulations in Chapter 5.28:

- **Location:** Permitted within an approved Outdoor Dining area in the Downtown Dublin Zoning Districts.
- **Hours of Operation:** Limited to 10:00 AM – 8:00 PM Sunday through Thursday and 10:00 AM – 10:00 PM Friday and Saturday.
- **Noise Control:** Amplified sound must comply with the City's Noise Ordinance and be

limited to music and human speech.

A streamlined Zoning Clearance process is provided for Outdoor Live Entertainment that meets all development standards. If a proposal cannot meet those standards, a Minor Use Permit is required, allowing Staff to review site-specific considerations such as parking, access, and compatibility with surrounding uses, etc., and apply conditions of approval as necessary to ensure compatibility.

Chapter 8.116.020 (Applications Requiring a Zoning Clearance)
Chapter 8.116.020 (Applications Requiring a Zoning Clearance) would be amended to include Outdoor Live Entertainment that meets the standards specified in Chapter 8.41 (Outdoor Live Entertainment).

*Downtown Dublin Specific Plan Amendments*
Corresponding amendments to the DDSP add Outdoor Live Entertainment as an allowed use in the Downtown under Section 3.4 (Land Use Designations) and Table 3-1. This use would be permitted with approval of a Zoning Clearance or Minor Use Permit. These changes are consistent with the Specific Plan's goals to encourage a mix of complementary land uses - including dining and entertainment—that support an active, pedestrian-oriented downtown.

The proposed amendments provide a clear regulatory framework to facilitate outdoor entertainment activities that enhance the downtown experience, contribute to economic vitality, and align with the vision of the DDSP.

A draft City Council Resolution approving the amendments to the DDSP is included as Attachment 1 and a draft Ordinance approving the amendments to the Zoning Ordinance is included as Attachment 2. A redline version of the proposed changes to the Zoning Ordinance and the DDSP is provided in Attachment 5, 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 Downtown Dublin Specific Plan and Zoning Ordinance Amendments are consistent with the Dublin General Plan in that they support the Plan's goals to promote a vibrant, pedestrian-friendly, and economically active downtown. By allowing Outdoor Live Entertainment in appropriate locations, the amendments encourage social interaction, enhance the community's sense of place, and strengthen the mix of complementary land uses envisioned in the Downtown Dublin Specific Plan.

## 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 amends to the DDSP and Zoning Ordinance are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the amendments will not have a significant effect on the environment. The amendments only clarify and update existing regulations and do not allow new physical development or intensify existing uses. Future projects will remain subject to permitting processes, including compliance with the Noise Ordinance and other applicable standards. Therefore, the proposed action is not subject to CEQA review.

## PLANNING COMMISSION REVIEW:

The Planning Commission held a public hearing to consider the proposed amendments to the Downtown Dublin Specific Plan and Zoning Ordinance. Public testimony was provided by three members of the community who expressed concerns about the proposed hours and the potential for loud noise associated with allowing amplified outdoor live entertainment. The Planning Commission recommended approval to the City Council with an added recommendation that the Zoning Clearance include guidance to business owners to monitor noise generated by outdoor entertainment. Planning Commission Resolution No. 25-04 is included as Attachment 3.

In response to the Commission's recommendation, the draft Ordinance has been revised to reflect the Planning Commission's recommendation as follows:

> 8.41.030 (Development Standards and Regulations)
> …
> C. Amplified Sound**.** Sound-amplifying equipment shall be limited to music, human speech, or both and be compliant with Dublin Municipal Code Section 5.28 (Noise). <u>Business owners are required to regularly monitor sound levels and take corrective actions as needed to ensure continued compliance with the noise standards.</u>

## STRATEGIC PLAN INITIATIVE:

Strategy 1: Economic Development, Small Business Support, and Downtown Dublin
Objective 1A: Support the implementation of the 2024 Economic Development Strategy, including pursuing growth industries.
Objective 1D: Continue to evaluate and implement small business programs that provide financial assistance, business development, permit processing, and support services to the community.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

In accordance with State law, notice was sent to the Tribal Consultation list, and a public notice was published in the *East Bay Times* and posted at several locations throughout the City. A notice of this hearing was also mailed to all property owners and tenants in the DDSP area, those within 300 feet of the DDSP boundaries and to all people who have expressed an interest in being notified of meetings. Additionally, as noted above, a citywide survey was sent to local business owners to gather input regarding the potential introduction of outdoor live entertainment associated with outdoor dining areas. The City Council Agenda was also posted.

**ATTACHMENTS:**

1) Resolution Amending the Downtown Dublin Specific Plan to add Outdoor Live Entertainment as an Allowed Use
2) Ordinance Approving Amendments to the Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.116 (Zoning Clearance), and the Addition of Chapter 8.41 (Outdoor Live Entertainment) to add Outdoor Live Entertainment as an Allowed Use and Establish Development Standards
3) Planning Commission Resolution No. 25-04
4) Table 1- Outdoor Entertainment Regulations: Regional Comparison
5) DDSP Amendments and Dublin Municipal Code Amendments Redlined Pages
6) Noise Ordinance
7) Public Comments

# RESOLUTION NO. XX-25

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

## AMENDING THE DOWNTOWN DUBLIN SPECIFIC PLAN TO ADD OUTDOOR LIVE ENTERTAINMENT AS AN ALLOWED USE PLPA-004212-2025

**WHEREAS,** the Downtown Dublin Specific Plan (DDSP) project area is located in the southwestern portion of the City and is approximately 284 acres in size. The project area is generally bound by Village Parkway to the east, Interstate 580 to the south, San Ramon Road to the west, and Amador Valley Boulevard to the north; and

**WHEREAS**, on February 1, 2011, the Dublin City Council adopted Resolution No. 09-11 approving the DDSP and associated implementation actions. At the same time, the City Council adopted Resolution No. 08-11 certifying the Downtown Dublin Specific Plan Environmental Impact Report (SCH# 2010022005, incorporated herein by reference). The DDSP Environmental Impact Report evaluated the potential impacts associated with intensifying development in the 284-acre Downtown Dublin area to accommodate additional residential and non-residential uses; and

**WHEREAS**, on April 2, 2024, the City Council adopted a Strategic Plan that includes Strategic Objectives, including Objective 1D, which calls for the continued evaluation and implementation of small business programs that provide financial assistance, business development resources, streamlined permit processing, and support services to strengthen and sustain the local business community; and

**WHEREAS**, allowing outdoor live entertainment supports the City's objectives to streamlined permit processing which will enhance the vibrancy and visibility of local establishments, attracting patrons to dining and retail areas, and fostering a lively and welcoming environment that encourages community engagement and economic growth; and

**WHEREAS,** consistent with section 65352.3 of the California Government Code, the City obtained a contact list of local Native American tribes from the Native American Heritage Commission and notified the tribes on the contact list of the opportunity to consult with the City on the proposed Specific Plan Amendment. None of the contacted tribes requested a consultation within the 90-day statutory consultation period and no further action is required under section 65352.3; 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 Project is exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the amendments will not have a significant effect on the environment. The amendments only clarify and update existing regulations and do not allow new physical development or intensify existing uses. Future projects will remain subject to permitting processes, including compliance with the noise ordinance and other applicable standards. Therefore, the proposed action is not subject to CEQA review; and

**WHEREAS,** the Planning Commission held a properly noticed public hearing on the Project, including the proposed Downtown Dublin Specific Plan Amendments, on November 19, 2025, at which time all interested parties had the opportunity to be heard; and

**WHEREAS**, the Planning Commission adopted Resolution No. 25-04 recommending the City Council approve amendments to the Downtown Dublin Specific Plan Section 3.4 (Land Use Designations) and the Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.116 (Zoning Clearance), and the addition of Chapter 8.41 (Outdoor Live Entertainment) to add Outdoor Live Entertainment as an allowed use and to establish development regulations and permitting procedures, which Resolution is incorporated herein by reference and available for review at City Hall during normal business hours; and

**WHEREAS**, a Staff Report, dated December 2, 2025, and incorporated herein by reference, described and analyzed the amendments, for the City Council; and

**WHEREAS,** the City Council held a properly noticed public hearing on the proposed DDSP Amendment on December 2, 2025, including the associated Dublin Municipal Code, at which time all interested parties had the opportunity to be heard; and

**WHEREAS,** the City Council considered all above-referenced reports, recommendations, and testimony for the proposed DDSP Amendments.

**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 Council finds that the DDSP amendments, as set forth below, are in the public interest and that the DDSP as amended will remain internally consistent.

**BE IT FURTHER RESOLVED** that the City Council hereby approves the following amendments to the Downtown Dublin Specific Plan:

Page 43, Table 3-1: Land Uses, shall be amended as follows: (Only the amended sections of the table are shown here. All other sections of Table 3.1 remain the same)

| BUILDING USES [1] | RETAIL DISTRICT | TRANSIT-ORIENTED DISTRICT | VILLAGE PARKWAY DISTRICT |
|---|---|---|---|
| Outdoor Live Entertainment | ZC/MUP | ZC/MUP | ZC/MUP |
| Dining and/or Indoor Entertainment | Allowed | Allowed | Allowed |
| Indoor Recreation | ZC /MUP | ZC /MUP | ZC /MUP |

Page 44, Section 3.4.4 Outdoor Live Entertainment to read as follows:

3.4.4 Dining and/or Indoor Entertainment
Any dining establishment that provides alcohol and/or that provides indoor live entertainment as well as entertainment venues such as movie theaters, performance halls, etc.

Page 45, add new Section 3.4.17 Outdoor Live Entertainment to read as follows:

3.4.17 Outdoor Live Entertainment
Any live entertainment that occurs in outdoor areas, not within a fully enclosed permanent structure, associated with Outdoor Dining. This includes live music or amplified sound.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Dublin this 2nd day of December, 2025 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

_____
Mayor

**ATTEST:**

_____
City Clerk

# ORDINANCE NO. XX-25

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

## APPROVING AMENDMENTS TO THE DUBLIN MUNICIPAL CODE CHAPTER 8.08 (DEFINITIONS), CHAPTER 8.12 (ZONING DISTRICTS AND PERMITTED USES OF LAND), CHAPTER 8.116 (ZONING CLEARANCE), AND THE ADDITION OF CHAPTER 8.41 (OUTDOOR LIVE ENTERTAINMENT) TO ADD OUTDOOR LIVE ENTERTAINMENT AS AN ALLOWED USE AND ESTABLISH DEVELOPMENT STANDARDS (PLPA-004212-2025)

The Dublin City Council does ordain as follows:

## SECTION 1. RECITALS

A. The City's overarching goal of the Downtown Dublin Specific Plan (DDSP) "to create a vibrant, dynamic commercial and mixed-use center that provides a wide array of opportunities for shopping, services, dining, working, living, and entertainment in a pedestrian-friendly and aesthetically pleasing setting that attracts both local and regional residents." To achieve this goal, the City occasionally initiates amendments to the Dublin Municipal Code.

B. Staff has initiated amendments to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), to add Outdoor Live Entertainment as an allowed use. In addition, a new Chapter 8.41 (Outdoor Live Entertainment) is proposed to be added to establish development standards for Outdoor Live Entertainment, and Chapter 8.116 (Zoning Clearance). The proposed amendments (the "Project") would allow Outdoor Live Entertainment with a zoning clearance to support live outdoor entertainment opportunities in the Downtown.

C. The Planning Commission held a duly noticed public hearing on November 19, 2025, during which all interested persons were heard, and adopted Resolution No. 25-04 recommending that the City Council approve the Project.

D. A Staff Report was submitted to the Dublin City Council recommending approval of the Project.

E. The City Council held a public hearing on December 2, 2025, at which time all interested persons had an opportunity to be heard.

F. Proper notice of said hearing was given in all respects as required by law.

G. 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 and Downtown Dublin Specific Plan in that the proposed Zoning Ordinance Amendments are necessary to provide clarity and internal

consistency within the Zoning Ordinance and to implement the Specific Plan's goal of fostering a vibrant, mixed-use downtown environment. The amendments establish clear definitions, permitting procedures, and development standards for Outdoor Live Entertainment within the Downtown Dublin Zoning District, ensuring that such uses are appropriately regulated, compatible with surrounding uses, and compliant with applicable Building, Fire, and Noise Ordinance requirements.

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) because it can be seen with certainty that the amendments will not have a significant effect on the environment. The amendments only clarify and update existing regulations and do not allow new physical development or intensify existing uses. Future projects will remain subject to permitting processes, including compliance with the noise ordinance and other applicable standards. Therefore, the proposed action is not subject to CEQA review.

## SECTION 3. AMENDMENT TO SECTION 8.08.020

Dublin Municipal Code Section 8.08.020 is amended to add the following definition to the list:

**Outdoor Live Entertainment (use type).** The term Outdoor Live Entertainment shall mean live entertainment that occurs in outdoor areas, not within a fully enclosed permanent structure, associated with Outdoor Dining. This includes live music or amplified sound.

## SECTION 4. AMENDMENT TO SECTION 8.12.050

The table headed "Commercial Use Types" in Dublin Municipal Code Section 8.12.050 is amended to add the following row and accompanying note:

| COMMERCIAL USE TYPE | A | R-1 | R-2 | R-M | C-O | C-N | C-1 | C-2 | M-P | M-1 | M-2 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Outdoor Live Entertainment [8] | - | - | - | - | - | - | - | - | - | - | - |
| [8] Permitted with a Zoning Clearance or Minor Use Permit in the Downtown Dublin Zoning Districts only. | | | | | | | | | | | |

## SECTION 5. ADDITION OF CHAPTER 8.41

Chapter 8.41, entitled Outdoor Live Entertainment, is hereby added to read as follows:

### Chapter 8.41
### OUTDOOR LIVE ENTERTAINMENT

**8.41.010 Purpose**.

The purpose of this Chapter is to provide procedures and standards to encourage and facilitate the establishment of Outdoor Live Entertainment.

**8.41.020 Intent.**
The intent of this Chapter:

A. Allow for the safe and appropriate use of the outdoor dining area in which the outdoor live entertainment is located.
B. Support the principles of the Downtown Dublin Specific Plan to encourage a mix of complementary land uses including entertainment.
C. Ensure the outdoor live entertainment does not negatively impact traffic or parking facilities in the neighborhood or shopping center.
D. Ensure compliance with all Building and Fire Code regulations for the use, occupancy type and accessibility.
E. Reduce the potential for noise impacts from Outdoor Live Entertainment.
F. Establish development standards and regulations for the siting of Outdoor Live Entertainment within the City and verify compliance with the Outdoor Seating Design Guidelines.

**8.41.030 Development Standards and Regulations.**
Outdoor Live Entertainment shall comply with the following requirements:

**A. Permitted Areas**. Outdoor Live Entertainment is permitted in an approved Outdoor Dining area.
**B. Permitted Days and Hours.**

| | |
|---|---|
| Sunday through Thursday | 10 AM – 8 PM |
| Friday and Saturday | 10 AM – 10 PM |

**C. Amplified Sound.** Sound-amplifying equipment shall be limited to music, human speech, or both and be compliant with Dublin Municipal Code Section 5.28 (Noise). Business owners are required to regularly monitor sound levels and take corrective actions as needed to ensure continued compliance with the noise standards.

**8.41.040 Permitting Procedure.**

A. **Zoning Clearance.** A proposed Outdoor Live Entertainment shall be approved ministerially with a Zoning Clearance and without discretionary review or a public hearing if it meets the following standards:
   1. Meets all Development Standards and Regulations under Section 8.41.030.
   2. Located within an area designated for outdoor dining.
   3. Meets all Building and Fire Code regulations for the use, occupancy type and accessibility for persons with disabilities.
   4. The facility qualifies for an exemption for environmental review under the California Environmental Quality Act (CEQA).

A Zoning Clearance form shall document the compliance of the Outdoor Live Entertainment with the above requirements and shall be kept on file in the Community Development Department for the duration of the operation of the Outdoor Live Entertainment.

**B. Minor Use Permit.** A proposed Outdoor Live Entertainment that does not meet the requirements for approval by zoning clearance under subsection A of this section shall require approval of a Minor Use Permit under Chapter 8.102 (Minor Use Permit).

## SECTION 6. AMENDMENT TO SECTION 8.116.020

Dublin Municipal Code Section 8.116.020 is amended to add the following subsection:

**N. Outdoor Live Entertainment**. Outdoor Live Entertainment that meets the standards specified in Chapter 8.41 (Outdoor Live Entertainment).

## SECTION 7. AMENDMENT TO SECTION 8.116.030

Dublin Municipal Code Section 8.116.030 is amended to add the following subsection:

**L. Outdoor Live Entertainment.** If the Zoning Clearance is for Outdoor Live Entertainment, the Applicant shall submit a "Zoning Clearance for Outdoor Live Entertainment" form along with such information requested on said form.

## SECTION 8. AMENDMENT TO SECTION 8.116.040

Dublin Municipal Code Section 8.116.040 is amended to add the following subsection:

**L. Outdoor Live Entertainment.** All requests for Outdoor Live Entertainment shall be reviewed for compliance with Chapter 8.41 (Outdoor Live Entertainment). The zoning clearance approval for Outdoor Live Entertainment shall be a completed "Zoning Clearance for Outdoor Live Entertainment" application form and any pertinent attachments as required on the form with the date and signature of the Community Development Director or his/her designee.

## SECTION 9. AMENDMENT TO SECTION 8.116.050

Dublin Municipal Code Section 8.116.050 is amended to add the following subsection:

**L. Outdoor Live Entertainment.** A Zoning Clearance issued for Outdoor Live Entertainment shall expire when the use is no longer operational.

## SECTION 10. 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 11. 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

**RESOLUTION NO. 25 –04**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DUBLIN**

**RECOMMENDING CITY COUNCIL APPROVAL OF AMENDMENTS TO THE DOWNTOWN DUBLIN SPECIFIC PLAN SECTION 3.4 (LAND USE DESIGNATIONS) AND THE DUBLIN MUNICIPAL CODE CHAPTER 8.08 (DEFINITIONS), CHAPTER 8.12 (ZONING DISTRICTS AND PERMITTED USES OF LAND), CHAPTER 8.116 (ZONING CLEARANCE), AND THE ADDITION OF CHAPTER 8.41 (OUTDOOR LIVE ENTERTAINMENT)TO ADD OUTDOOR LIVE ENTERTAINMENT AS AN ALLOWED USE AND ESTABLISH DEVELOPMENT STANDARDS AND PERMITTING PROCEDURES. (PLPA-004212-2025)**

**WHEREAS,** the Downtown Dublin Specific Plan (DDSP) project area is located in the southwestern portion of the City and is approximately 284 acres in size. The project area is generally bound by Village Parkway to the east, Interstate 580 to the south, San Ramon Road to the west, and Amador Valley Boulevard to the north; and

**WHEREAS,** the City occasionally initiates amendments to the Downtown Dublin Specific Plan (DDSP) and to the Dublin Municipal Code to clarify, add, or amend certain provisions to ensure that it remains current and to further implementation of the vision "to create a vibrant, dynamic commercial and mixed-use center that provides a wide array of opportunities for shopping, services, dining, working, living, and entertainment in a pedestrian-friendly and aesthetically pleasing setting that attracts both local and regional residents"; and

**WHEREAS**, since the adoption of the DDSP in February 2011, City Staff have been working to implement the goals and policies of both the DDSP and the subsequent recommendations of the two Urban Land Institute and Technical Assistance Panel reports as well as the City of Dublin's Two-Year Strategic Plan; and

**WHEREAS**, Staff initiated amendments to the DDSP and Dublin Municipal Code Title 8 (Zoning) consistent with the Two-Year Strategic Plan, which includes Objective 1D, that calls for the continued evaluation and implementation of small business programs that provide financial assistance, business development resources, streamlined permit processing, and support services to strengthen and sustain the local business community; and

**WHEREAS,** Staff initiated amendments to the DDSP Section 3.4 (Land Use Designations) and the Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.116 (Zoning Clearance), and the addition of Chapter 8.41 (Outdoor Live Entertainment) to add Outdoor Live Entertainment as an allowed use and establish development standards to strengthen and sustain the local business community and streamline the permit processing; 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 proposed amendments exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3 because it can be seen with certainty that the amendments will not have a significant effect on the environment. The amendments only clarify and update existing regulations and do not allow new physical development or intensify existing uses. Future projects will remain subject to permitting processes, including compliance with the noise ordinance and other applicable standards. Therefore, the proposed action is not subject to CEQA review; and

**WHEREAS,** the Planning Commission held a duly noticed public hearing on November 19, 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 November 19, 2025, was submitted to the Dublin Planning Commission recommending approval of the proposed amendments to DDSP and the Dublin Municipal Code; 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 Resolution attached hereto as **Exhibit A** approving amendments to the Downtown Dublin Specific Plan, based on the findings, as set forth in **Exhibit A**.

**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 B**, approving amendments to the Dublin Municipal Code, based on findings as set forth in **Exhibit B** with an added recommendation that the Zoning Clearance include guidance to business owners on how to monitor and enforce existing city noise standards.

**PASSED, APPROVED AND ADOPTED** this 19th day of November 2025, by the following vote:

**AYES**: Badami, Han, Prasath, Rashid, Simuro

**NOES**:

**ABSENT**:

**ABSTAIN**:

DocuSigned by:

46B251ABA5E947D...

Planning Commission Chair

**ATTEST**:

DocuSigned by:

Amy Million

5C1B0B8A9F1F4A5...

Assistant Community Development Director

| **Table 1 Outdoor Entertainment Regulations: Regional Comparison** | | | | |
|---|---|---|---|---|
| Jurisdiction | Planning Permit Required | Zoning District/Area | Hours of Operation | Noise Regulations |
| Pleasanton | Temporary Use Permit (TUP) or Conditional Use Permit (CUP) via Planning Commission or Zoning Administrator if pre-existing CUP | Downtown | Outdoor entertainment/music shall be permitted as a special downtown accessory use until 9:00 p.m. each day. Both indoor and outdoor entertainment and music need to meet Downtown Hospitality Guidelines. If the applicant requests to deviate from these guidelines, a CUP or TUP shall be required. | Noise level shall not exceed 70 dBA measured at business property line. |
| San Ramon | TUP or Minor Use Permit (MUP) via Zoning Administrator or Planning Commission | Mixed Use and City Center Mixed Use Zones | Conditions of Approval are specific to the type of entertainment approved, shall address hours of operations. | General noise ordinance: The operation of sound-amplifying equipment shall occur only between the hours of 8:00 a.m. and 10:00 p.m. each day. No operation of sound-amplifying equipment for commercial purposes is permitted on Saturdays and Sundays or legal holidays. Sound-amplifying equipment may not be operated within two hundred feet of a church, school, hospital, or city or county building, except under the direction of such church, school, hospital, or city or county building. |
| Danville | TUP or CUP by Chief of Planning or Planning Commission | Downtown Business District | Per TUP or CUP | Any proposed outdoor music and entertainment may not be amplified without review and approval from the Chief of Planning.<br><br>Amplified music: Amplified outdoor music may be allowed under a permit for a special event/TUP. A maximum of 3 events a year are allowed. Limited to a 100-foot radius of property and ancillary to Outdoor Dining. |

| Table 1 Outdoor Entertainment Regulations: Regional Comparison | | | | |
|---|---|---|---|---|
| Jurisdiction | Planning Permit Required | Zoning District/Area | Hours of Operation | Noise Regulations |
| Livermore | TUP | Citywide | Per TUP | General noise ordinance: The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court while the same is in use, or adjacent to any hospital, which noise unreasonably interferes with the workings of such institution, or which disturbs or unduly annoys patients in the hospital is prohibited, provided conspicuous signs are displayed in such streets, indicating that the streets are adjacent to a school, hospital or court. Radio, phonographs, musical instruments, and similar devices are restricted from 11:00 p.m. and 7:00 a.m. in such manner as to be plainly audible at a distance of either 75 feet from the source of the noise, or the property line, whichever is greater |
| Concord | Entertainment Permit or Special Event Permit | Citywide | Per TUP | Applied through and reviewed by the Chief of Police. |
| Walnut Creek | Operator Permit | Downtown | Per Operator Permit | Outdoor Dining Program dictates permitted uses in the outdoor dining space and standards for managing operations. Outside of residential areas, a permit shall be granted only for broadcast during the hours of 8:00 a.m. and 9:00 p.m. on weekdays, weekends and holidays but such amplification shall not be plainly audible from a distance of more than 50 feet from the source of such amplification. |
| Mountain View | Permitted within Downtown only | Castro pedestrian mall and greater downtown area | 11:00 a.m. – 8:00 p.m. | No amplified sounds, limited to outdoor patio area and cannot exceed 50 square feet. Not permitted on sidewalks. |

| Table 1 Outdoor Entertainment Regulations: Regional Comparison | | | | |
|---|---|---|---|---|
| Jurisdiction | Planning Permit Required | Zoning District/Area | Hours of Operation | Noise Regulations |
| Alameda County | TUP | Citywide | 7:00 a.m. – 11:00 p.m. | General noise ordinance: Loudspeakers and amplified music limited between 7:00 a.m. – 11:00 p.m. |
| Pleasant Hill | TUP or CUP | Allowed in the Retail Business (RB zone only. Prohibited in other zones. | 9: 00 a.m. – 10:00 p.m., but not allowed on Sundays or legal holidays without permission from City | Limited to 60 dBA 50 feet from property line. Sound -amplifying equipment may not be operated within 200 feet of a church, school, hospital, city or county building, except under the direction of such church, school, hospital, city or county building. |
| San Francisco | TUP, Fixed Place Outdoor Amplified Sound, Limited Live Performance | Citywide | LLP - 9:00am - 10pm or 11pm daily depending on zoning district<br>OAS - 9:00 a.m. – 10:00 p.m. | LLP is for businesses where entertainment is a secondary use for the business (e.g. restaurant with live music).<br><br>Live music performance is not allowed with the Fixed Place Outdoor Amplified Sound permit.<br><br>Noise ordinance: Hours of operation of outdoor Amplified Sound Equipment shall be no earlier than 9:00 a.m. and no later than 10:00 p.m. The volume of outdoor sound shall be controlled so that it will not be audible for a distance in excess of 250 feet from the property line of the Business or premises or from the periphery of the attendant audience |
| Menlo Park | TUP or CUP | Citywide | Per CUP | Per CUP. |
| Redwood City | TUP | Citywide | Per TUP | Per TUP. |
| Napa | CUP | Downtown | CUP assumes hours of 9:00 a.m. – 9:00 p.m. (extensions | Unless otherwise specified by the CUP, the noise level shall not exceed 67 dBA or less at the |

| Table 1 Outdoor Entertainment Regulations: Regional Comparison | | | | |
|---|---|---|---|---|
| Jurisdiction | Planning Permit Required | Zoning District/Area | Hours of Operation | Noise Regulations |
| | | | beyond 9:00 p.m. may be granted through the CUP | property line and less than 55 dBA and 65 dBA at the property line of a property designated single-family or multi-family use. |

## AMENDMENTS TO DOWNTOWN DUBLIN SPECIFIC PLAN

**3.4**

**Table 3-1: Land Uses**

| Building Uses[1] | Retail District | Transit-Oriented District | Village Parkway District |
|---|---|---|---|
| Outdoor Live Entertainment | ZC/ MUP | ZC/MUP | ZC/ MUP |
| Dining and/or Indoor Entertainment | Allowed | Allowed | Allowed |
| Indoor Recreation | ZC /~~or~~ MUP~~/ZA~~ | ZC /~~or~~ MUP~~/ZA~~ | ZC /~~or~~ MUP~~/ZA~~ |

### 3.4.4 Dining and/or Indoor Entertainment

Any dining establishment that provides alcohol and/or that provides indoor live entertainment as well as entertainment venues such as movie theaters, performance halls, etc.

### 3.4.17 Outdoor Live Entertainment

Any live entertainment that occurs in outdoor areas, not within a fully enclosed permanent structure, associated with Outdoor Dining. This includes live music or amplified sound.

## AMENDMENTS TO CHAPTER 8 (ZONING ORDINANCE)

### Chapter 8.08
### DEFINITIONS

**8.08.020 Definitions (A-Z).**

…

**Outdoor Live Entertainment (use type).** The term Outdoor Live Entertainment shall mean live entertainment that occurs in outdoor areas, not within a fully enclosed permanent structure, associated with Outdoor Dining. This includes live music or amplified sound.

…

### 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Outdoor Live Entertainment [8] | - | - | - | - | - | - | - | - | - | - | - |

[8] Permitted with a Zoning Clearance or Minor Use Permit in the Downtown Dublin Zoning Districts only.

…

### Chapter 8.41
### Outdoor Live Entertainment

**8.41.010 Purpose.**

The purpose of this Chapter is to provide procedures and standards to encourage and facilitate the establishment of Outdoor Live Entertainment.

**8.41.020 Intent.**

The intent of this Chapter:

**A.** Allow for the safe and appropriate use of the outdoor dining area in which the outdoor live entertainment is located.

**B.** Support the principles of the Downtown Dublin Specific Plan to encourage a mix of complementary land uses including entertainment.

**C.** Ensure the outdoor live entertainment does not negatively impact traffic or parking facilities in the neighborhood or shopping center.

**D.** Ensure compliance with all Building and Fire Code regulations for the use, occupancy type and accessibility.

**E.** Reduce the potential for noise impacts from Outdoor Live Entertainment.

**F.** Establish development standards and regulations for the siting of Outdoor Live Entertainment within the City and verify compliance with the Outdoor Seating Design Guidelines.

**8.41.030 Development Standards and Regulations.**

Outdoor Live Entertainment shall comply with the following requirements:

**A. Permitted Areas.** Outdoor Live Entertainment is permitted in approved Outdoor Dining areas located in the Downtown Dublin Zoning Districts.

**B. Permitted Days and Hours.**

| | |
|---|---|
| Sunday through Thursday | 10am – 8pm |
| Friday and Saturday | 10am – 10pm |

**C. Amplified Sound.** Sound-amplifying equipment shall be limited to music, human speech, or both and be compliant with Dublin Municipal Code Section 5.28 (Noise). Business owners are required to regularly monitor sound levels and take corrective actions as needed to ensure continued compliance with the noise standards.

**8.41.040 Permitting Procedure.**

**A. Zoning Clearance.** A proposed Outdoor Live Entertainment shall be approved ministerially with a Zoning Clearance and without discretionary review or a public hearing if it meets the following standards:

1. Meets all Development Standards and Regulations under Section 8.41.030.

2. Located within an area designated for outdoor dining.

3. Meets all Building and Fire Code regulations for the use, occupancy type and accessibility for persons with disabilities.

4. The facility qualifies for an exemption for environmental review under the California Environmental Quality Act (CEQA).

A Zoning Clearance form shall document the compliance of the Outdoor Live Entertainment with the above requirements and shall be kept on file in the Community Development Department for the duration of the operation of the Outdoor Live Entertainment.

**B. Minor Use Permit.** A proposed Outdoor Live Entertainment that does not meet the requirements for approval by zoning clearance under subsection A of this section shall require approval of a Minor Use Permit under Chapter 8.102 (Minor Use Permit).

## Chapter 8.116
## ZONING CLEARANCE

### 8.116.020 Applications Requiring a Zoning Clearance.

…

**N. Outdoor Live Entertainment.** Outdoor Live Entertainment that meets the standards specified in Chapter 8.41 (Outdoor Live Entertainment).

### 8.116.030 Application.

…

**L. Outdoor Live Entertainment.** If the Zoning Clearance is for Outdoor Live Entertainment, the Applicant shall submit a "Zoning Clearance for Outdoor Live Entertainment" form along with such information requested on said form.

### 8.116.040 Approval.

…

**L. Outdoor Live Entertainment.** All requests for Outdoor Live Entertainment shall be reviewed for compliance with Chapter 8.41 (Outdoor Live Entertainment). The zoning clearance approval for Outdoor Live Entertainment shall be a completed "Zoning Clearance for Outdoor Live Entertainment" application form and any pertinent attachments as required on the form with the date and signature of the Community Development Director or his/her designee.

### 8.116.050 Expiration of Zoning Clearance.

…

**L. Outdoor Live Entertainment.** A Zoning Clearance issued for Outdoor Live Entertainment shall expire when the use is no longer operational.

**DUBLIN MUNICIPAL CODE**
**Chapter 5.28**
**NOISE**

**5.28.010 Findings.**

The City Council finds that the making, creation or maintenance of loud, unnecessary, unnatural, unusual or habitual noises which are prolonged, unusual, and unnatural in their time, place and use affect and are a detriment to the public health, comfort, safety, welfare, and prosperity of the residents of the city. The provisions of this chapter are enacted for the purpose of securing and promoting the public health, comfort, safety, welfare, and prosperity and the peace and quiet of the city and its inhabitants. (Ord. 4-84 § 1)

**5.28.020 Unreasonable noise prohibited.**

A. It is unlawful and a nuisance for any person within the city persistently to maintain, emit, cause, mechanically or otherwise, or permit any animal owned by him or in his possession or control to make any loud, or disturbing, or unnecessary, or unusual or habitual noise or any noise which annoys or disturbs or injures or endangers the health, repose, peace or safety of any reasonable person of normal sensitivity present in the area.

B. The standards which shall be considered in determining whether a violation of the provisions of this chapter exists shall include, but shall not be limited to the following:

1. The level, intensity, character and duration of the noise;

2. The level, intensity and character of background noise, if any;

3. The time when and the place and zoning district where the noise occurred;

4. The proximity of the noise to residential sleeping facilities; and

5. Whether the noise is recurrent, intermittent or constant. (Ord. 4-84 § 2)

**5.28.030 Violation—Penalty.**

Each violation of this chapter shall constitute a separate offense, and persons violating this chapter shall be deemed guilty of a misdemeanor, and upon conviction, shall be punished by a fine not to exceed five hundred dollars ($500) or by imprisonment in the county jail for a period not exceeding thirty (30) days, or both such fine and imprisonment. (Ord. 4-84 § 3)

**From:** Monique
**To:** Jennifer Byous; Sherry Hu; Jean Josey; City Council - COVID-19 Information Hub; Amy Million
**Subject:** URGENT OPPOSITION: Live Outdoor Music Proposal and Chronic Noise/Vandalism near Village Pkwy
**Date:** Saturday, November 8, 2025 2:56:54 PM

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Honorable Mayor Sherry Hu and Members of the Dublin City Council, I am writing to express my, strong and formal opposition to the proposed ordinance that would allow live outdoor music in Dublin neighborhoods from 10:00 am until 10:00 pm. This proposal will severely compromise the peace and health of residents in the Village Parkway/Amador Valley area by eliminating the few quiet hours we currently experience. My household, and others nearby, are already coping with chronic and debilitating noise issues—including late-night deliveries, industrial bass noise, excessive light pollution, and repeated vandalism in the creek area. The attached Statement of Concern details these existing conditions and urges the City to reject the new music proposal and take immediate action on existing issues, including the feasibility of a noise barrier and the management of the creek area. I request that this statement be officially entered into the public record for all relevant City Council and Planning discussions regarding this proposal. Thank you for prioritizing the repose and health of your residents.

Sincerely,
Monique Richardson, Long time, Dublin Resident

November 8, 2025

# Statement of Concern Regarding Noise and Proposed Live Outdoor Music in Dublin Neighborhood

To the Dublin City Council/Relevant Planning Department,
I am writing to express my strong **opposition** to the new city proposal that would allow **live outdoor music** in our neighborhood from 10 am – 8 pm on Sunday-Thursday, and from 10 am until 10 pm on Fri-Sat. This proposal will significantly exacerbate the already unacceptable noise pollution issues we face daily.
The current noise levels in our area are already extremely detrimental to residents' quality of life/rest, and the only hours we experience any reprieve are a brief window in the early evening hours.
The existing noise problems include:

- **Late Night/Early Morning Noise:** Quiet time is immediately disrupted when **deliveries** start, often beginning around 2:00 AM and going on until 7 am several days a week. There is also a loud, continuous humming sound that we are led to believe is the **HVAC system on top of the hardware building**, which persists through the late

evening hours until morning. On occasion it is not heard and we get a peaceful night of sleep.

- **Daytime/Evening Disturbances:** Throughout the day and evening, there are children present—from daycare or private activities—either **screaming or doing martial arts** in the area behind our building. **There is also a car stereo store** that cranks up the bass around 3 pm, which not only hurts our ears but also makes our house vibrate. And a **street sweeper and leaf blower** that begins behind the building before 7 am. It used to be just on Friday mornings along with the garbage trucks, but now it happens at least twice a week.
- **Creek Area Issues:** We are experiencing more and more frequent noise and teenage vandalism in the creek and the area behind the Ace Hardware building. Fireworks, fires being set, cars driving loudly and fast, and teenagers screaming.
- **Light Pollution:** With all these new stores and developments, excessive lighting has also come, which is so bright that it lights up our bedroom.

The introduction of live outdoor music would eliminate the few quiet hours we currently have, turning an already disruptive environment into one of constant, unbearable noise.
I urge the City to consider effective mitigation measures for the existing issues and to reject the proposal for live outdoor music.
Furthermore, I request clarification and action regarding:

- **Noise Barrier Construction:** I do not understand why a **noise-proof wall** cannot be constructed outside of the property owners' building to mitigate the existing and anticipated noise issues.
- **Creek Ownership and Management:** I believe the **creek must be owned by Dublin,** and therefore its maintenance and the control of anti-social behavior/vandalism within its vicinity should be managed by the City to restore quiet and safety to the area, which a wall could help tremendously.

I urge the City to prioritize the peace, repose, and health of its residents by rejecting this new noise source and taking immediate, effective action on the current, chronic noise issues.
I have asked you for years to assist us in some way, and I would really appreciate your consideration in preventing this new proposal from happening at least near Village Parkway and Amador Valley. We have contemplated moving for years, but Dublin is our home, and due to chronic health issues, it would not be easy for me to find a new home to live in that would not adversely affect me. We have created a safe space for me here in this house and fear losing it.

Thank you,
Monique Richardson

# Amendments to the Downtown Dublin Specific Plan and Dublin Municipal Code for Outdoor Live Entertainment

December 2, 2025

DUBLIN
CALIFORNIA

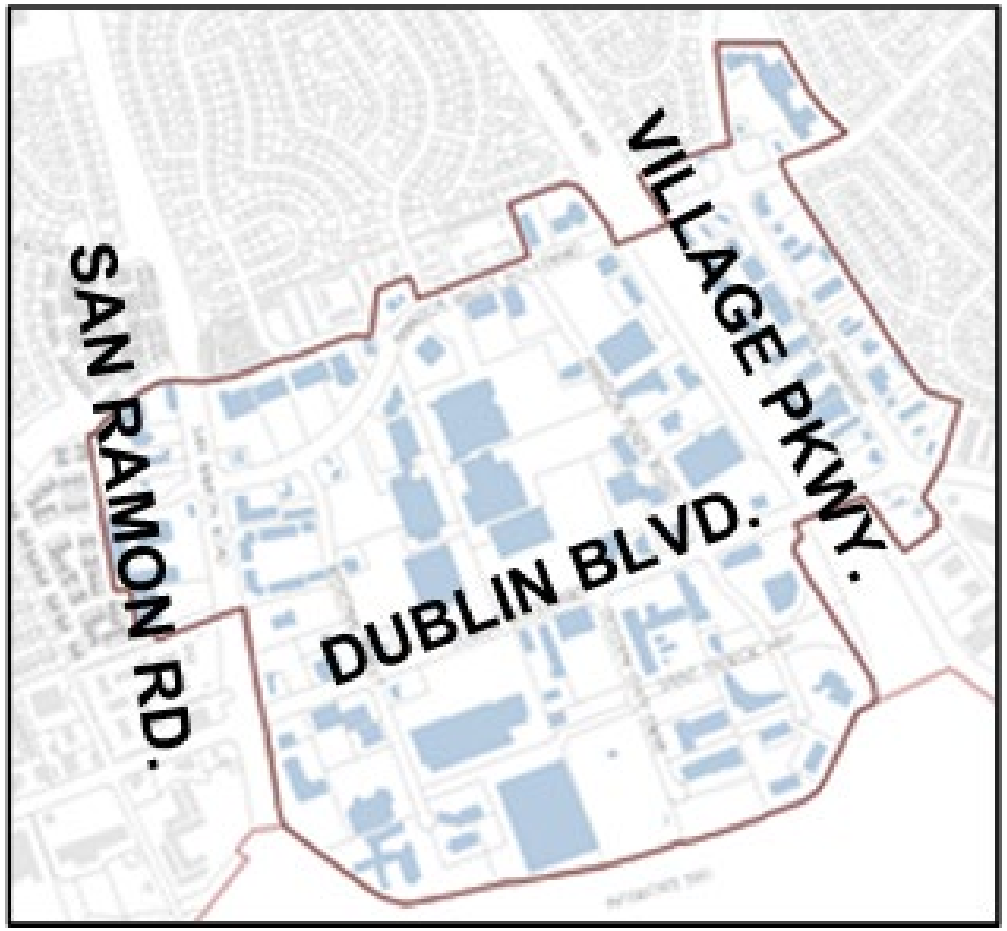
# Background

- Downtown Dublin Specific Plan (DDSP) goal: “to create a vibrant, dynamic commercial and mixed-use center that provides a wide array of opportunities for shopping, services, dining, working, living, and entertainment in a pedestrian-friendly and aesthetically pleasing setting that attracts both local and regional residents.”
- 2023: Citywide Outdoor Seating Design Guidelines adopted.
- Ongoing efforts to promote dining and entertainment uses downtown.

# Proposed Amendments

- Amend DDSP and Zoning Ordinance to define and regulate Outdoor Live Entertainment
  - *The term Outdoor Live Entertainment shall mean live entertainment that occurs in outdoor areas, not within a fully enclosed permanent structure, associated with Outdoor Dining. This includes live music or amplified sound.*
- Establish objective standards and approval procedures

# Downtown Dublin Specific Plan Area



# Proposed Amendments, 2

Definitions Chapter 8.08 (Definitions)

Objective Standards new Chapter 8.41 (Outdoor Live Entertainment)

- Location: DDSP approved Outdoor Dining area .
- Hours of Operation: Limited to 10:00 a.m.–8:00 p.m. Sunday through Thursday and 10:00 a.m.–10:00 p.m. Friday and Saturday.
- Meets all Building and Fire Code regulations.
- Noise Control: Amplified sound must comply with the City's noise ordinance and be limited to music and human speech.

# Proposed Amendments, 3

Permitting Procedures Chapter 8.116 (Zoning Clearance)

- Zoning Clearance: For proposals meeting all standards (ministerial).
- Minor Use Permit: For proposals needing flexibility or exceeding standards.
- Allows Staff to apply site-specific conditions to ensure compatibility.

# Regional Review

| Jurisdiction | Planning Permit Required | Zoning District/Area) | Hours of Operation |
|---|---|---|---|
| Pleasanton | Temporary Use Permit (TUP) or Conditional Use Permit (CUP) via Planning Commission or Zoning Administrator if pre-existing CUP | Downtown | Outdoor entertainment/music permitted as a special downtown accessory use until 9:00 p.m. each day. Both indoor and outdoor entertainment and music need to meet Downtown Hospitality Guidelines. |
| Livermore | TUP | Citywide | Per TUP |
| San Ramon | TUP or Minor Use Permit (MUP) via Zoning Administrator or Planning Commission | Mixed Use and City Center Mixed Use Zones | Conditions of Approval are specific to the type of entertainment approved, shall address hours of operations. |

# Public Outreach & Noticing

- Tribal Consultation completed – no consolation requested.
- Public notice published and mailed per State law.
- Notice posted citywide and on City Council agenda.
- Notice sent to interested parties list.
- Additional notices sent to property owners and tenants in the DDSP area and 300 feet beyond.

# Planning Commission

- On November 19, 2025, Planning Commission held a public hearing to consider the proposed Amendments to the Downtown Dublin Specific Plan and Dublin Municipal Code for Outdoor Live Entertainment and unanimously recommended approval to City Council.

# Recommendation

- Conduct a public hearing, deliberate, and adopt the **Resolution** amending the Downtown Dublin Specific Plan to add Outdoor Live Entertainment as an Allowed Use, and
- Waive the reading and introduce an **Ordinance** approving amendments to the Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.116 (Zoning Clearance), the Addition of Chapter 8.41 (Outdoor Live Entertainment) to add Outdoor Live Entertainment as an Allowed Use and Establish Development Standards.

# December 2, 2025

## SB 343

Senate Bill 343 mandates supplemental materials that have been received by the City Clerk's office that relate to an agenda item after the agenda packets have been distributed to the City Council be available to the public.

The attached documents were received in the City Clerk's office after distribution of the December 2, 2025, Regular City Council meeting agenda packet.

# Item 6.1

December 1, 2025
Comments for the Dublin City Clerk and Council
RE: Outdoor Dining and Live Entertainment Proposal:

We are residents of Dublin and have lived at [redacted] since 1979. We have read the proposal of your Outdoor Dining and Live Entertainment Plan . We know you list restrictions that make this proposal SOUND doable and problem free. Yet, we still have concerns. Here are our concerns:

1. We live about 600 feet from Village Parkway. This is very close to Village Pkwy. Sound travels into our neighborhood every single day. You can hear freeway traffic as well as traffic on Village Pkwy.

2. We often hear radios being played in cars at the Corwood Carwash and driving on the street. Double paned windows and closed doors do not keep sound from traveling especially and specifically when accompanied by amplified bass sounds or boom boxes.

3. Our neighbors on the west side of our street have backyards that back up into the parking lots of every business on the east side of Village Pkwy. Putting them even closer to Downtown.

4. Once in awhile "Music N Motion "on Village Pkwy will test on Village Pkwy and when they do this, we can hear it inside our house. What is worse is that we can FEEL bass that is turned up and amplified. Decibels do not measure this issue so the City's noise ordinance is not reassuring. Bass frequencies have very long wave lengths. Sound Propagation and Directionality is part of that measurement. AIR ABSORPTION is a major consideration. It's why the "thump" of the bass from music playing is often not heard at the source and instead is only heard at a distance. Have you ever noticed how windy Dublin is or the consistent direction of those winds? Ask us! Portage Rd. has trash and leaves blown in from Village Parkway via Lewis Ave every single day. In fact, just for fun, we have about 200 Corwood Carwash service tickets that we've collected for awhile now , just in case we ever needed to prove just which way the wind blows.

5. Your report mentions some concern about this proposal affecting business parking. This is worth your concern and we'd like to point out with the City deciding in 2016 that businesses don't have to worry about providing a minimum number of spaces for their customers there's much more public parking being used already to accommodate not only their customers but also the vehicles of the employees of businesses. Additionally, this year, the state decided that drivers can be ticketed if they park their vehicles within a 20 ft space from the corner of a street. Your available public parking is no longer what it used to be.

In conclusion we'd like to point out that we see open windows and doors on warm evenings during good weather as many of us do not have air conditioning. As a result , we are requesting written reassurance that our concerns will not materialize due to your outdoor live entertainment and dining proposal. Many thanks for your time.

Lyn & Rico Dinelli
[redacted]

Rico Dinelli
(Regina) Lyn Dinelli 12/1/25

City of Dublin,

I am a homeowner at [redacted] since 2013. I share the same concerns expressed by my neighbor at [redacted] (attached).

In addition to those concerns, I am deeply troubled by the anticipated increase in vehicle traffic, noise, litter, and road safety risks – particularly those associated with alcohol consumption and impaired driving -- that may result from the Downtown Dublin Specific Plan and Zoning Ordinance to permit Outdoor Live Entertainment.

My property backs onto Village Parkway. I already experience significant noise intrusion and litter into our backyard and home. These impacts will only intensify under the proposed changes.

Dublin is not currently a pedestrian friendly city. Sidewalks are narrow and speeding is common. The proposed plan would increase traffic, reduce available parking, and attract more non-residents – further straining infrastructure and public safety. For example, the area around West Dublin BART, is frequently littered with trash with questionable individuals. Walking along Dublin Blvd is risky as the sidewalks are narrow with tree trunks growing in the walkways and vehicles zooming by. The lights under the freeway overpass are shut off at night time, making it difficult to walk and see. Expanding entertainment zoning in downtown Dublin will compound these existing issues – which needs to be addressed.

Sincerely,

Amy Liao
December 1, 2025

December 1, 2025
Comments for the Outdoor Dining and Live Entertainment proposal:

We are residents of Dublin and have lived at [redacted] since 1979. We have read the proposal of your Outdoor Dining and Live Entertainment Plan . We know you list restrictions that make this proposal SOUND doable and problem free. Yet, we still have concerns. Here are our concerns:

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2. We often hear radios being played in cars at the Corwood Carwash and driving on the street. Double paned windows and closed doors do not keep sound from traveling especially and specifically when accompanied by amplified bass sounds or boom boxes.

3. Our neighbors on the west side of our street have backyards that back up into the parking lots of every business on the east side of the street. They are even closer to Village Pkwy than we are- maybe even as close as 300 feet.

4. Once in awhile Music "N Motion " on Village Pkwy will test on Village Pkwy and when they do, we can hear it inside our house. What is worse is that we can FEEL bass that is turned up and amplified. Decibels do not measure this issue so the City's noise ordinance is not reassuring. Bass frequencies have very long wave lengths. Sound Propagation and Directionality is part of that measurement. AIR ABSORPTION is a major consideration . Its why the "thump" of the bass from music playing is often not heard at the source and instead is only heard at a distance. Have you ever noticed how windy Dublin is or the consistent direction of those winds? Ask us! Portage Rd. has trash and leaves blown in from Village Parkway via Lewis Ave every single day. In fact, just for fun, we have about 200 Corwood Carwash service tickets that we've collected for awhile now , just in case we ever needed to prove just which way the wind blows.

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this year, the state decided that drivers can be ticketed if they park their vehicles within a 20 foot space from the corner of a street.

In conclusion we'd like to point out that we see open windows and doors on warm evenings during good weather as many of us do not have air conditioning. As a result , we are requesting written reassurance that our concerns will not materialize due to your outdoor live entertainment and dining proposal. Many thanks for your time.

Lyn & Rico Dinelli
[redacted]

December 1, 2025
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In conclusion we'd like to point out that we see open windows and doors on warm evenings during good weather as many of us do not have air conditioning. As a result , we are requesting written reassurance that our concerns will not materialize due to your outdoor live entertainment and dining proposal. Many thanks for your time.

Lyn & Rico Dinelli
[redacted]

12-1-25: I have read and share the concerns expressed. Your attention to our request would be appreciated. Linda Loza
Since 1977: [redacted] Homeowner [redacted]

Agenda Item 6.2

# STAFF REPORT
## CITY COUNCIL

**DATE:** **December 2, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Zoning Ordinance Amendment to Chapter 8.84 (Sign Regulations) (PLPA-004290-2025)
*Prepared by: Amy Million, Community Development Director*

**EXECUTIVE SUMMARY:**

The City Council will consider City-initiated amendments to Dublin Municipal Code Chapter 8.84 (Sign Regulations). The proposed amendments address direction from the City Council to amend the regulation for Temporary Non-Commercial Signs, and other Staff-initiated amendments that are intended to bring greater clarity and consistency to existing regulations. The City Council will also consider an exemption from the requirements of the California Environmental Quality Act.

**STAFF RECOMMENDATION:**

Conduct the public hearing, deliberate, waive the reading and introduce an **Ordinance** Approving Amendments to Dublin Municipal Code Chapter 8.84 (Sign Regulations).

**FINANCIAL IMPACT:**

Implementation of the recommended amendments is anticipated to have minimal financial impact. The removal of illegal signs and related administrative tasks are handled through the normal work of the existing Code Enforcement Officers without additional cost to the City. However, expenses related to the storage of the signs and invoicing of the fee will be incurred. These costs will be offset by the proposed fee.

**DESCRIPTION:**

**Background**
The Dublin Municipal Code (DMC) classifies temporary political campaign signs as “Temporary Non-Commercial Signs”. Temporary Non-Commercial Signs are signs for short-term display that do not include a “Commercial Message,” such as signs that reference activities conducted by nonprofit organizations, clubs, groups, or associations, including political campaigns.

These signs are regulated by DMC Section 8.84 (Exempt Signs) and they are exempt from a sign permit provided they comply with the following (DMC Section 8.84.140.K):

1. Be displayed for no more than 60 consecutive calendar days.
2. Be placed on private property.
3. Be no more than 16 square feet per side in area per individual sign and up to 80 square feet of maximum aggregate area per lot.
4. Not be placed within the public right-of-way or within 660 feet of and visible from the right-of-way of Interstate 580 or Interstate 680.

On September 2, 2025, the City Council discussed the regulation and enforcement of temporary political campaign signs (Attachment 4). In response to that discussion, the City Council directed Staff to prepare the following amendments to the regulation of Temporary Non-Commercial Signs: 1) require such signs to be removed within seven days following the conclusion of the event; 2) require a property owner consent form for placement of signs on private property; and 3) implement a sign retrieval fee.

In addition, Staff is proposing other minor amendments to the Sign Regulations to clarify certain provisions to ensure that the Sign Regulations remain internally consistent, simple to understand and implement, and relevant to changes occurring in the community.

**Analysis**

<u>City Council-Initiated Amendments</u>
The following is an overview of the proposed amendments to the regulation of Temporary Non-Commercial Signs as directed by the City Council:

*8.84.140 Exempt Signs*
Section 8.84.140.K would be amended to limit the display of Temporary Non-Commercial Signs to a maximum period of 60 consecutive calendar days and to require removal of the sign within seven days following the conclusion of the event, whichever occurs first. This section would also be amended to clarify that the property owner's written permission is required to place a sign on private property.

*8.84.270 Illegal Signs - Summary Removal*
The process for removal and the associated cost of removal is provided in Section 8.84.270. The modification clarifies that illegal signs which are removed will be stored for 15 days and clarifies the party responsible for the costs associated with the removal.

*Sign Removal and Storage Fee*
The removal of illegal signs and the related administrative tasks are handled through the normal work of the existing Code Enforcement Officers without additional cost to the City; however, there are costs associated with the storage of the signs and invoicing the responsible party. Based on the City Council's direction on September 2, Staff calculated the direct cost to the City to establish the basis for a sign removal and storage fee. Per the City's User Fee Policy, when new fees become desired or necessary before the next comprehensive fee study, they can be established based on estimated direct labor cost. The new fee is then added to

the City' s Master Fee Schedule update brought to the City Council annually. The procedure for collecting the new fee will use the City's existing finance billing and write-off process.

Staff-Initiated Amendments

The following provides an overview of the proposed amendments to the Sign Regulations initiated by Staff:

*Section 8.84.050 Signs Subject to Permits*

As part of the 2021 amendments to the Sign Ordinance, Section 8.84.050.O.2 related to banner signs was updated; however, an important phrase clarifying that one sign is allowed in the frontage landscaping was removed leaving some ambiguity. The intent of the existing regulations was to allow up to two temporary banner signs per business; one sign may be on the building, and one may be in the landscape along the street frontage. The proposed amendment adds the omitted language to allow the sign in the frontage landscape.

*8.84.120 Freestanding Sign General Regulations*

The regulation of Freestanding Signs is included in Section 8.84.120 of the Sign Regulations. Section 8.84.040 (Matrix B) provides a quick guide to the regulations for signs within the Chapter. In 2021, the City Council adopted a comprehensive update to the Sign Regulations which inadvertently resulted in an inconsistency between Matrix B and Section 8.84.120.D related to freestanding signs. The proposed amendment would align the two code sections and clarify that one freestanding sign per parcel is allowed and that two or more freestanding signs requires a master sign program.

*8.84.140 Exempt Signs*

No text changes to Subsections H (Real Estate Signs) and I (Real Estate Directional Signs) are proposed but they would be reordered to be in alphabetical order consistent with the remaining subsections. Real Estate Signs would become subsection I and Real Estate Directional Signs would become subsection H.

*Section 8.84.170 Application-Contents*

The amendment would remove the requirement for the property owner's signature on most sign applications. This amendment is reflective of the City's transition to the Energov permitting system and the use of electronic applications.

The draft Ordinance is included as Attachment 1. A redlined version of the proposed changes to the Sign Regulations 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 Zoning Ordinance Amendments are consistent with the Dublin General Plan and all applicable Specific Plans in that the amendments are consistent with applicable land use regulations and development policies. The amendments also include minor revisions for internal consistency within the Zoning Ordinance.

**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 to consider the proposed amendments to the Sign Ordinance and unanimously recommended approval to the City Council. Planning Commission Resolution No. 25-05 is included as Attachment 3.

**STRATEGIC PLAN INITIATIVE:**

None.

**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 8.84 (Sign Regulations)
2) Redlined Zoning Ordinance Amendments
3) Planning Commission Resolution No. 25-05
4) City Council Staff report dated September 2, 2025

# ORDINANCE NO. XX - 25

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

## APPROVING AMENDMENTS TO DUBLIN MUNICIPAL CODE CHAPTER 8.84 (SIGN REGULATIONS) (PLPA-004290-2025)

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 internally consistent, simple to understand and implement, and relevant to changes occurring in the community.

B. On September 2, 2025, the City Council discussed the regulation and enforcement of temporary political campaign signs and directed Staff to prepare the following amendments to the regulation of Temporary Non-Commercial Signs: 1) require such signs to be removed within 7 days following the conclusion of the event; 2) require a property owner consent form for placement of signs on private property; and 3) implement a sign retrieval fee. In addition, Staff initiated amendments to Dublin Municipal Code Chapter 8.84 (Sign Regulations). The proposed amendments (the "Project") would bring greater clarity and consistency to existing regulations.

C. The Planning Commission held a duly noticed public hearing on November 19, 2025, during which all interested persons were heard, and adopted Resolution No. 25-05 recommending that the City Council approve the Project.

D. A Staff Report was submitted to the Dublin City Council recommending approval of the Project.

E. The City Council held a public hearing on December 2, 2025, at which time all interested persons had an opportunity to be heard.

F. Proper notice of said hearing was given in all respects as required by law.

G. 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 provide clarity to existing regulations and internal consistency of the Zoning Ordinance.

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: AMENDMENTS TO CHAPTER 8.84**

Dublin Municipal Code Section 8.84.050.O.2. is amended to read as follows:

**O.2. Banner Signs.** Up to two (2) Banner Signs are permitted pursuant to a Zoning Clearance and may be placed on site for a maximum of twenty-one (21) consecutive calendar days per permit. A minimum waiting period of forty-two (42) consecutive calendar days between displays is required. A Banner Sign shall not be larger than sixty (60) square feet in size and shall not be located so that it is higher than the eave of the structure in which the business is located. One (1) Banner Sign may be displayed on a tenant's building frontage and one (1) Banner Sign may be displayed on the street frontage. If there is more than one street frontage, one (1) Banner Sign may be displayed on each street frontage (in lieu of the building frontage), up to two (2) street frontages, if the Banner Signs are at least two hundred (200) feet apart.

Dublin Municipal Code Section 8.84.120.D. is amended to read as follows:

**(D) Main Entrance Proximity.** Freestanding Signs shall be permitted at two (2) or more of the main entrances pursuant to a Master Sign Program.

Dublin Municipal Code Section 8.84.140 Subsections H (Real Estate Signs) and I (Real Estate Directional Signs) are reordered to be in alphabetical order.

Dublin Municipal Code Section 8.84.140.K is amended to read as follows:

**K. Temporary Non-Commercial Signs.** Temporary Non-Commercial Signs provided they comply with all the following:

1. Be displayed for no more than sixty (60) consecutive calendar days.
2. Be removed within seven (7) days following the conclusion of the event that is the subject of the sign.
3. Be placed on private property with the property owner's written permission.
4. Be no more than sixteen (16) square feet per side in area per individual sign and up to eighty (80) square feet of maximum aggregate area per lot.
5. Not be placed within the public right-of-way or within six hundred sixty (660) feet of and visible from the right-of-way of Interstate 580 or Interstate 680.

Dublin Municipal Code Section 8.84.170 is amended to read as follows:

Application for a permit shall be filed on a form furnished by the Department of Community Development and shall include other information determined by the Community Development Director.

Dublin Municipal Code Section 8.84.270 subsection E is amended to read as follows:

> **E.** Each person who erects a sign, which is subject to removal under this section, is jointly and severally liable for the cost of removal. Temporary Non-Commercial signs removed from the public right-of-way shall be stored for a minimum of fifteen (15) days. The person responsible for the Temporary Non-Commercial sign is responsible for costs associated with the removal and storage. For the purpose of this section, the person responsible means the person that is the subject of the event or activity displayed on the Temporary Non-Commercial sign.

**SECTION 4. 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 5. 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 8.84
# SIGN ORDINANCE

*Section 8.84.050 Signs Subject to Permits*

O.2. Banner Signs. Up to two (2) Banner Signs are permitted pursuant to a Zoning Clearance and may be placed on site for a maximum of twenty-one (21) consecutive calendar days per permit. A minimum waiting period of forty-two (42) consecutive calendar days between displays is required. A Banner Sign shall not be larger than sixty (60) square feet in size and shall not be located so that it is higher than the eave of the structure in which the business is located. One (1) Banner Sign may be displayed on a tenant's building frontage and one (1) Banner Sign may be displayed on the street frontage. If there is more than one street frontage, one (1) Banner Sign may be displayed on each street frontage (in lieu of the building frontage), up to two (2) street frontages, if the Banner Signs are at least two hundred (200) feet apart.

*Section 8.84.120 Freestanding Sign General Regulations*

(D) Main Entrance Proximity. Freestanding Signs shall be permitted at ~~one (1)~~ two (2) or more of the main entrances pursuant to a Master Sign Program.

*8.84.140 Exempt Signs*

~~H.~~ I. Real Estate Signs

~~I.~~ H. Real Estate Directional Signs

K. Temporary Non-Commercial Signs. Temporary Non-Commercial Signs provided they ~~shall~~ comply with all the following:

1. Be displayed for no more than sixty (60) consecutive calendar days.

2. Be removed within seven (7) days following the conclusion of the event that is the subject of the sign.

~~2~~3. Be placed on private property with the property owner's written permission.

~~3~~4. Be no more than sixteen (16) square feet per side in area per individual sign and up to eighty (80) square feet of maximum aggregate area per lot.

~~4~~5. Not be placed within the public right-of-way or within six hundred sixty (660) feet of and visible from the right-of-way of Interstate 580 or Interstate 680.

8.84.170 Application - Contents.

Application for a permit shall be filed on a ~~made in writing upon~~ form~~s~~ furnished by the Department of Community Development and shall include ~~the property owner's signature authorizing the application, and other~~ information determined by the Community Development Director.

*8.84.270 Illegal Signs - Summary Removal*

E. Each person who erects a sign, which is subject to removal under this section, is jointly and severally liable for the cost of removal. Temporary Non-Commercial signs removed from the public right-of-way shall be stored for a minimum of fifteen (15) days. The person responsible for the Temporary Non-Commercial sign is responsible for costs associated with the removal and storage. For the purpose of this section, the person responsible means the person that is the subject of the event or activity displayed on the Temporary Non-Commercial sign.

**RESOLUTION NO. 25 – 05**

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF DUBLIN**

**RECOMMENDING CITY COUNCIL APPROVAL OF AMENDMENTS TO DUBLIN MUNICIPAL CODE CHAPTER 8.84 (SIGN REGULATIONS)
(PLPA-004290-2025)**

**WHEREAS,** the City occasionally initiates amendments to the Dublin Municipal Code to clarify, add, or amend certain provisions to ensure that it remains 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 8.84 (Sign Regulations). The proposed amendments (the "Project") would bring greater clarity and consistency to existing regulations; and On September 2, 2025, the City Council discussed the regulation and enforcement of temporary political campaign signs and directed Staff to prepare the following amendments to the regulation of Temporary Non-Commercial Signs: 1) require such signs to be removed within 7 days following the conclusion of the event; 2) require a property owner consent form for placement of signs on private property; and 3) implement a sign retrieval fee. In addition, Staff initiated amendments to Dublin Municipal Code Chapter 8.84 (Sign Regulations). The proposed amendments (the "Project") would bring greater clarity and consistency to existing regulations; 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 November 19, 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 November 19, 2025, was submitted to the Dublin Planning Commission recommending approval of the proposed amendments to Dublin Municipal Code Chapter 8.84 (Sign Regulations); 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 19th day of November 2025, by the following vote:

**AYES**: Badami, Han, Prasath, Rashid, Simuro

**NOES**:

**ABSENT**:

**ABSTAIN**:

DocuSigned by:
46B251ABA5E947D...
Planning Commission Chair

**ATTEST**:

DocuSigned by:
Amy Million
5C1B0B8A9F1F4A5...
Assistant Community Development Director

Agenda Item 8.3

Attachment 4

# STAFF REPORT
## CITY COUNCIL

**DATE:** **September 2, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Temporary Non-Commercial Signs Enforcement
*Prepared by: Amy Million, Assistant Director of Community Development, Marsha Moore, City Clerk, and Gregory Shreeve, Chief Building Official*

**EXECUTIVE SUMMARY:**

The City Council will receive a report on the City's regulation of political campaign signs and potential amendments to strengthen the enforcement of those regulations. The City Council requested this Report under Item 9 at the November 5, 2024, Regular City Council Meeting.

**STAFF RECOMMENDATION:**

Receive the report and direct Staff to implement a sign retrieval fee, adjust the sign display time limit, and require a consent form for placement of signs on private property.

**FINANCIAL IMPACT:**

The financial impact of implementing the recommendations is anticipated to be minimal.

**DESCRIPTION:**

At the November 5, 2024 meeting, the City Council directed Staff to return with a report regarding the City's regulation of political signs, along with suggestions to strengthen the enforcement of those regulations.

**Background**
The Dublin Municipal Code (DMC) classifies temporary political campaign signs as "Temporary Non-Commercial Signs". Temporary Non-Commercial Signs are signs for short-term display that do not include a "Commercial Message," such as signs that reference activities conducted by nonprofit organizations, clubs, groups, or associations, including political campaigns. These signs are exempt from a sign permit provided the responsible party has written permission from the property owner and they comply with the following Sign Regulations (DMC Section 8.84.140.K):

1. Be displayed for no more than 60 consecutive calendar days.
2. Be placed on private property.
3. Be no more than 16 square feet per side in area per individual sign and up to 80 square feet of maximum aggregate area per lot.
4. Not be placed within the public right-of-way or within 660 feet of and visible from the right-of-way of Interstate 580 or Interstate 680.

Staff actively seeks to educate political campaigns and encourage voluntary compliance with the Sign Regulations. For instance, Staff holds a pre-candidate workshop prior to the start of the nomination period and provides information about the Sign Regulations. Additionally, Staff holds individual appointments with candidates to receive nomination papers and again share information about the Sign Regulations.

Enforcement of the Sign Regulations occurs on both a proactive and reactive basis. Code Enforcement Officers regularly canvass the City for code violations and remove signs in the public right-of-way or those on private property that are in clear violation (e.g., too large). Additionally, Staff is made aware of potential violations through citizen complaints received via SeeClickFix, phone call, or email. In a typical election year, Code Enforcement removes around 60 political signs from the public right-of-way. Last year, they collected two signs that were larger and of a higher quality design that a candidate may want back; all other signs collected were standard lawn signs. Code Enforcement documents the violation though the creation of a code enforcement case and then typically discards the signs. The time associated with removing illegal signs and the associated administrative tasks are handled through the normal work of the existing Code Enforcement Officers and does not cost the City additional funds. However, it does require the allocation of time that impacts other code enforcement activities during active campaign periods.

The DMC permits the issuance of administrative citations for violations of the Sign Regulations. However, it is often difficult to identify the individual responsible for a sign. While signs often identify the name of a candidate, organization, or event, the signs may be installed by third parties, such as supporters, volunteers, or opponents. As a result, the individual or entity identified on the sign may not always be responsible for its placement. Enforcement actions must be directed at the person or party in violation of the regulations. In short, this is very difficult to prove so it has not been used as an enforcement tool.

On September 1, 2020, the City Council received a report on the City's regulation and enforcement practices pertaining to temporary political signs. At that time, the City Council directed Staff not to amend the DMC as it pertains to the Sign Regulations, and to discard signs that are removed from public property rather than storing them. The City Council further directed Staff to utilize the administrative citation process in cases involving repeat violations.

**Analysis**

For reference, Staff researched examples of regulations related to political signs in other cities. The following is a selection of what nearby cities are doing in terms of enforcing regulations:

| City | Fine or Fee? | Procedures |
|---|---|---|
| **Pleasanton** | Fee for the expense of removal and storage, not to exceed $5, unless unusual effort is required. | Signs are collected and notice is provided to the responsible party. Signs are held for at least 20 days. Payment of the fee is required to retrieve the sign, or the City will bill the party responsible if no return of the sign is requested. |
| **Walnut Creek** | $92.50 to retrieve sign, based on City's Fees and Charges Schedule. | The City notifies the owner of the sign and informs them of the procedure to retrieve the sign. To retrieve the sign, the owner can pay the fee. Signs not retrieved may be disposed of after 15 days. |
| **Concord** | Storage fee of $30, as determined by Master Fees and Charges Schedule. | Signs are collected and destroyed if not claimed within 15 days. Any person claiming a sign within the 15-day period is subject to a fee for the cost of removal and storage. The Code also allows penalties for violations of the section of the code. |
| **San Leandro** | Person responsible is liable for the cost incurred for removal of signs. | The City will give the responsible party a chance to remove the sign first. The City also requires the candidate/campaign to sign an agreement that must be filed with the City Clerk two days prior to installing signs. |

The following Alameda County cities that responded to an inquiry do not have a fine or fee: Livermore, Piedmont, Alameda, Hayward, and Union City. The City of Berkeley allows signs on public property, so they are not included in the comparison.

In addition, the following cities require the party responsible for the sign to obtain permission from the property owner before placing the sign on their property: Concord, San Leandro, Walnut Creek, Albany, Alameda, Piedmont, and Pleasanton. Most cities operate on a complaint basis and will contact the responsible party to obtain proof that permission was received or tell the property owner to remove their sign if permission was not received.

***Policy Considerations***
The information below is presented for discussion purposes. Any modifications to the regulation of Temporary Non-Commercial Signs would apply uniformly to all signs within this category.

Fines and Fees
As discussed above, the City would likely face challenges in linking the cited individual or entity to the specific sign violation. Therefore, the City may lack the legal basis to cite an individual or entity. Based on this, Staff does not recommend assessing fines to candidates/campaigns through the administrative citation process.

Alternatively, the City Council could consider implementing a fee to recover the costs associated with collecting and storing signs that are displayed on public property. Staff would

store signs that are collected from public property for 15 days. During that time, candidates could contact the City to retrieve their sign(s). The fee would be charged on a per sign basis to candidates that choose to recover their signs. Staff estimates an average cost of $25 per sign to perform this service.

Display Period

The current regulations limit the display for Temporary Non-Commercial Signs to a period of no more than 60 consecutive calendar days. However, this is difficult to track because these signs are exempt from permitting and Staff does not always know when they are first displayed. Staff recommends amending the Sign Regulations to include an additional requirement to limit the display to a maximum period of 60 consecutive calendar days and to remove the sign within seven days following the conclusion of the event, whichever occurs first.

Private Property Owner Authorization

As noted above, Temporary Non-Commercial Signs on private property do not require a sign permit but do require the property owner's written permission. To further strengthen this requirement, Staff recommends creating an Owner Authorization Form for the responsible party to use to document the property owner's written permission to display a sign on their property. If the City receives a complaint, Staff will contact the campaign and request a copy of the property owner's written permission. The property owner would be responsible for removing signs from their property that are placed without their permission.

Other Improvements

In addition to implementing any direction provided by the City Council, Staff is already planning to enhance the educational materials provided to candidates and outreach activities conducted during campaign season. This includes the following:

*Creating a Sign Placement Infographic:* To further enhance proactive enforcement efforts, Staff will update informational materials and graphics to clearly explain the permitted placement of signs, especially where City right-of-way is adjacent to private property.

*Conducting Additional Outreach:* Staff will contact the Alameda County Registrar of Voters Office and Secretary of State to obtain a list of non-City candidates and ballot measure committees that overlap with the City limits that may be placing signs within the City. Information about the City's Sign Regulations will also be sent to those candidates and committees.

Next Steps

Based on the City Council's direction, Staff will prepare the appropriate regulations and policies to implement that direction. Any amendments to the Sign Regulations require the Planning Commission to review and make a recommendation to the City Council prior to consideration by the City Council.

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

None.

# Zoning Ordinance Amendment to Chapter 8.84 (Sign Regulations)

December 2, 2025

DUBLIN
CALIFORNIA

# Background

- September 2, 2025, City Council discussion on Temporary Non-Commercial Signs
- Temporary Non-Commercial Signs
  - Maximum of 60 consecutive calendar days.
  - Located on private property.
  - Maximum of 16 sf per side and 80 sf of area per lot.
  - Not located with the public right-of-way, within 660 feet and visible from I-580 and I-680.
- City Council Direction
  - Require such signs to be removed within 7 days following the conclusion of the event;
  - Require a completion of a property owner consent form for placement of signs on private property; and
  - Implement a sign retrieval fee.

# Proposed Amendments

- **City Council Direction**
  - 8.84.140 Exempt Signs
    - Removal of sign within 7 days of event.
    - Clarification regarding property owner's permission.
  - 8.84.270 Illegal Signs - Summary Removal
    - Storage for 15 days.
    - Clarification on responsible party.

# Proposed Amendments, 2

- **Staff – Initiated**
  - Section 8.84.050 Signs Subject to Permits
    - One banner sign may be located in the landscape area long the street.
  - 8.84.120 Freestanding Sign General Regulations
    - Two or more freestanding signs requires a master sign program.
  - 8.84.140 Exempt Signs
    - Alphabetical reorder if subsections H and I.
  - Section 8.84.170 Application-Contents
    - Removal of requirement for property owner's signature on most applications.

# Planning Commission

- November 19, 2025 Special Meeting.
- Unanimous Recommendation of Approval.

# Recommendation

Conduct a public hearing, deliberate, waive the reading and introduce an **Ordinance** Approving Amendments to Dublin Municipal Code Chapter 8.84 (Sign Regulations).

Agenda Item 8.1

# STAFF REPORT

CITY COUNCIL

**DATE:** **December 2, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Approval of Memorandum of Understanding With La Familia for a Substance Use Disorder Treatment Facility
*Prepared by: Jordan Foss, Senior Management Analyst*

## EXECUTIVE SUMMARY:

The City Council will consider approving a Memorandum of Understanding with La Familia, a 501(c)(3) nonprofit organization based in Hayward that provides substance use disorder treatment services throughout the Bay Area, for the construction of a Substance Use Disorder Treatment Facility in unincorporated Alameda County. The treatment facility will include residential treatment, detoxification, and a sobering facility for impacted individuals in the Tri-Valley region.

## STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Memorandum of Understanding With La Familia for a Substance Use Disorder Treatment Facility.

## FINANCIAL IMPACT:

The Memorandum of Understanding includes a $100,000 one-time payment to be provided to La Familia for the construction of the Substance Use Disorder Treatment Facility. Funding will come from the City's National Opioid Settlement allocation, and sufficient budget is available in the Fiscal Year 2025-26 Amended Budget.

## DESCRIPTION:

### National Opioid Settlement Overview

The National Opioid Settlement is a nationwide agreement resolving litigation brought by states, counties, and cities against major opioid manufacturers, distributors, and pharmacy chains for their role in contributing to the opioid epidemic. The settlement, which totals tens of billions of dollars, requires these companies to provide long-term funding to governments to support opioid remediation efforts, including treatment, recovery services, education, and prevention. Cities and counties are direct beneficiaries because they are among the most

affected and are active plaintiffs in the lawsuits.

Beginning in December 2021, the City joined litigation efforts against manufacturers, distributors, and pharmacy chains. Since that date, the City has participated in nine settlements and has been receiving annual allocation payments as outlined in the settlement terms. It is estimated that the City will collect $1.086 million over 18 years, with $360,000 received to date. While the City may join additional litigations that could adjust this total, the existing settlements already provide a reliable, long-term funding stream to support opioid-related programs and infrastructure.

Of the $360,000 received to date, the City has spent approximately $34,600. Expenditures include Dublin Police Services staff and officer training related to opioid misuse, D.A.R.E. program staff time and supplies, and the purchase of Naloxone. This leaves a remaining opioid settlement balance of approximately $325,000.

**La Familia Nonprofit Organization**
La Familia is a 501(c)(3) nonprofit community-based organization providing high-quality mental health, community support, and advocacy services throughout Alameda County. The organization has been an active partner with the City of Dublin for many years through the City's Human Services Grants (HSG) program, which has supported La Familia's community-focused programs that benefit Dublin residents.

Building on this established partnership, La Familia is now leading the development of a new Substance Use Disorder (SUD) Treatment Facility in unincorporated Alameda County that will expand access to detoxification, residential treatment, and outpatient services for the entire Tri-Valley region. This facility is intended to address a significant gap in local treatment capacity and provide critical services to individuals and families impacted by substance use and opioid addiction.

***Substance Use Disorder Treatment Facility Request***
On June 6, 2025, La Familia submitted a formal request to the City of Dublin (Attachment 3) and other Tri-Valley cities seeking financial support for the construction of the Substance Use Disorder (SUD) Treatment Facility. Pleasanton and Livermore have since committed $100,000 and $350,000, respectively, using their opioid settlement funds, reflecting strong regional collaboration around this project. Providing support from Dublin's National Opioid Settlement allocation aligns with State requirements, which permit investments in treatment infrastructure and expanded access to evidence-based care. A contribution would support a trusted service provider with an existing partnership with the City, advance regional public health goals, improve service access for Dublin residents, and ensure responsible investment of settlement funds in high-impact community initiatives.

***Memorandum of Understanding (MOU)***
The proposed MOU formalizes the City of Dublin's $100,000 contribution of National Opioid Settlement funds to La Familia for the construction of a new SUD Treatment Facility in unincorporated Alameda County, with a term through July 1, 2027. It outlines La Familia's responsibility to administer the funds in compliance with State standards and opioid settlement

requirements, with a focus on creating new or expanded SUD treatment infrastructure and meeting the project goals and performance measures identified in Exhibit A to Attachment 3.

The MOU also requires La Familia to ensure that services at the facility remain accessible to Tri-Valley residents and that all funds are managed in accordance with internal and State financial procedures. To ensure accountability, La Familia must submit quarterly progress reports, a final report at project completion, and maintain all related records for at least five years. The City retains the authority to request documentation, conduct site visits, and audit expenditures to verify compliance with all applicable requirements.

**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:**

1) Resolution Approving the Memorandum of Understanding With La Familia for a Substance Use Disorder Treatment Facility
2) Memorandum of Understanding between the City of Dublin and La Familia for a Substance Use Disorder Treatment Facility
3) June 6, 2025 Request Letter from La Familia

# RESOLUTION NO. XX – 25

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

## APPROVING THE MEMORANDUM OF UNDERSTANDING WITH LA FAMILIA FOR A SUBSTANCE USE DISORDER TREATMENT FACILITY

**WHEREAS,** La Familia is a 501(c)(3) nonprofit community-based organization providing high-quality mental health, community support, and advocacy services throughout Alameda County; and

**WHEREAS,** the organization has been an active partner with the City of Dublin for many years through the City's Human Services Grants (HSG) program, which has supported La Familia's community-focused programs that benefit Dublin residents; and

**WHEREAS,** La Familia is now leading the development of a new Substance Use Disorder (SUD) Treatment Facility in unincorporated Alameda County that will expand access to detoxification, residential treatment, and outpatient services for the Tri-Valley region, which is intended to address a significant gap in local treatment capacity and provide critical services to individuals and families impacted by substance use and opioid addiction; and

**WHEREAS,** on June 6, 2025, La Familia submitted a formal request to the City of Dublin seeking financial support for the construction of the facility; and

**WHEREAS,** the funding request from Dublin's National Opioid Settlement allocation aligns directly with the State's requirements for how these settlement funds may be used, specifically allowing investments in treatment infrastructure and expanded access to evidence-based care; and

**WHEREAS,** the City of Dublin desires to enter into a Memorandum of Understanding (MOU), attached to this Resolution as **Exhibit A**, to clarify the responsibilities of all parties in regard to the SUD Treatment Facility; and

**WHEREAS,** the MOU outlines responsibilities of all parties and affirms the agreement to provide funding to La Familia for construction of the SUD Treatment Facility in unincorporated Alameda County; and

**WHEREAS,** the City's funding shall include a one-time payment of $100,000 using National Opioid Settlement allocations, and the MOU shall expire on July 1, 2027.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin hereby approves the Memorandum of Understanding with La Familia for a Substance Use Disorder Treatment Facility.

**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 BY** the City Council of the City of Dublin, on this 2nd day of December, 2025 by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

# MEMORANDUM OF UNDERSTANDING
# FOR SUBSTANCE USE DISORDER TREATMENT FACILITY

This Memorandum of Understanding ("MOU") is entered into as of **December 2, 2025,** by and between the City of Dublin ("City"), a municipal corporation of the State of California, and La Familia ("Recipient"), a 501(c)(3) nonprofit organization that provides treatment services throughout the Bay Area, California, and is based in the City of Hayward. City and Recipient are collectively referred to as the "Parties."

## RECITALS

WHEREAS, the City is a Participating Subdivision in the national opioid settlements, including the Opioid Settlement Statewide Distributor and Janssen Settlement Agreements, which are administered in California through the State-Subdivision Agreement and the California Health Impact and Accountability Act ("HIAA"), along with associated rules and guidance from the California Department of Health Care Services ("DHCS").

WHEREAS, City has received settlement funds and desires to allocate a portion to support creation and expansion of substance use disorder (SUD) treatment infrastructure ("Project"), serving the Tri-Valley region consistent with the HIAA, DHCS, and opioid settlement requirements.

WHEREAS, the Recipient is a nonprofit organization qualified to carry out the Project and agrees to receive and manage the funds only for eligible opioid remediation uses and in accordance with this MOU, the State-Subdivision Agreement, HIAA priorities, DHCS guidance, and all related opioid settlement requirements and oversight.

NOW, THEREFORE, the Parties agree as follows:

**1.0** **PURPOSE.** The purpose of this MOU is to set forth the terms and conditions under which City will provide funding to Recipient in the amount of **One Hundred Thousand Dollars** ($100,000) ("Funds"), from City's allocation of national opioid settlement funds, to support the creation of SUD treatment infrastructure in the City of Livermore, serving the Tri-Valley region as specified in **Exhibit A** (Scope of Work), which is incorporated by reference.

**2.0** **FUNDING.** City agrees to provide Recipient with $100,000 from opioid settlement proceeds, subject to compliance with the terms of this MOU and the reporting requirements herein. The Funds shall be used solely for eligible activities described in this MOU and attached **Exhibit A**.

City shall disburse Funds to Recipient within sixty (60) days in one installment upon execution of this MOU and Recipient submitting to City an invoice listing eligible expenditures for the Funds, unless otherwise agreed to in writing by both Parties. The Funds are provided in advance to enable timely implementation of the Project. Recipient shall maintain Funds in a separate account or distinct accounting ledger. Any unused or improperly expended funds must be returned to City upon demand.

**3.0** **SCOPE OF SERVICE.** Recipient shall administer the Funds in a manner satisfactory to the City and consistent with all applicable State standards, terms, and conditions imposed by the Opioid Settlement

Statewide Distributor and Janssen Agreements administered through the Health Impact and Accountability Act ("HIAA"), which are incorporated into this MOU by reference. Any proposed change in scope or budget requires prior written approval from the City.

**3.1** **Eligible Activities.** The Project will include the creation of new or expanded SUD treatment infrastructure.

**3.2** **Project and Program Delivery.** Recipient shall comply with the goals, milestones, and performance standards defined below and outlined in **Exhibit A**, as well as with all applicable federal, state, and local laws, ordinances, and regulations.

**3.3** **Project Objective**. Provide accessible SUD treatment services to residents of the Tri-Valley community, including Dublin, Pleasanton, and Livermore.

**3.4** **General Administration.** Funds shall be administered under the direction of Recipient's Chief Executive Officer and in accordance with Recipient's internal financial and operational policies, as well as all applicable procedures, standards, and guidelines related to the opioid settlement program.

**4.0** **REPORTING AND ACCOUNTABILITY**. Recipient shall provide written status reports to City on the use of Funds and progress of the Project, as follows:

**4.1** **Quarterly Progress Reports**. Summarizing activities completed, milestones achieved, and expenditures incurred.

**4.2** **Final Report**. A final narrative and financial report shall be submitted to City within thirty (30) calendar days of completion of the Project or by September 1st of the completion year, whichever comes first, including measurable outcomes, financial summary, and supporting documentation.

**4.3** **Additional Documentation**. City reserves the right to request additional documentation, conduct site visits, or audit expenditures to ensure compliance with this Agreement.

**4.4** **Record Retention.** Recipient shall provide all information required for reporting to the City, DHCS, settlement administrators, and/or other related authorities and shall retain all records related to this MOU for at least five (5) years or such longer period as required by law.

**4.5** **Audit Compliance.** City, DHCS, settlement administrators, and/or other related authorities may audit Recipient's financial records and program performance related to this MOU upon reasonable notice. Recipient shall cooperate fully with audits and reviews pursuant to all applicable laws, regulations, and settlement conditions.

**5.0** **TERM**. This MOU shall commence on the date of full execution and remain in effect until July 1, 2027, or upon completion of the Project and submission of all required reports, whichever occurs later. City

may extend the term by written amendment and mutual agreement of the Parties if necessary to ensure proper completion and reporting.

**6.0** **TERMINATION**. Either party may terminate this MOU upon thirty (30) days' written notice to the other party. In the event of termination, Recipient shall return any unspent or improperly used Funds to City within thirty (30) days of notice. All reporting, audit, record-retention, and repayment obligations survive termination.

**7.0** **INDEPENDENT CONTRACTOR**. Recipient shall perform all activities as an independent contractor and not as an officer, employee, or agent of City. Nothing in this MOU shall be construed as creating a partnership or joint venture between the parties. Recipient shall maintain at its own expense general, professional, and/or any other insurances or professional licenses required by law for performance of the Project under this MOU, and Recipient shall provide proof upon request.

**8.0** **INDEMNIFICATION**. Recipient agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from any and all claims, damages, or liabilities arising out of or related to Recipient's use of the Funds or performance under this MOU.

**9.0** **AMENDMENTS**. This MOU may be amended only by mutual written agreement of both Parties.

**10.0** **VENUE.** If either party brings any action against the other under this MOU, 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.

**11.0** **ENTIRE AGREEMENT**. This MOU and its attached **Exhibit A** constitute the entire understanding between the Parties and supersede any prior discussions or agreements, whether written or oral, regarding the subject matter herein.

**SIGNATURES ON FOLLOWING PAGE**

The Parties have executed this MOU 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

La Familia

Signed by:
Aaron Ortiz
9E15BC1CA629412...

Aaron Ortiz, Chief Executive Officer

## EXHIBIT A
## SCOPE OF WORK

**Funding Overview:**
Funding supports the development of a state-of-the-art substance use treatment facility located at 16459 Tesla Road, Livermore, CA, serving the Tri-Valley region. Services will include residential treatment and related services.

**Program Description:**
Funds will be used for predevelopment and development activities, including but not limited to:

- Architectural and engineering reports
- Civil and survey expenses
- Legal fees
- Planning and permitting application fees
- Project management

**Project Goals:**

| Milestone | Target Completion Date |
|---|---|
| Predevelopment activities completed | February 28, 2026 |
| Development activities completed | May 31, 2027 |
| Facility open for operation | July 1, 2027 |

**Budget:**

| Line Item | Amount |
|---|---|
| Predevelopment and Development Costs | $100,000 |
| **Total Amount** | **$100,000** |

June 5, 2025

Colleen Tribby
100 Civic Plaza
Dublin, CA 94568

RE: Request for $100,000 in Operating Capital Support for La Familia's Adult Mental Health and Wellness Center

Dear Ms. Tribby:

On behalf of La Familia, I am writing to respectfully request your support in securing $100,000 in capital to support the launch of our new Adult Mental Health and Wellness Center, located at 16459 Tesla Road in Livermore. This funding would provide critical stability, as La Familia front-loaded a 10% deposit to secure $7.6 million in public financing and successfully acquired the farm property that will house this much-needed behavioral health hub.

As you know, the Tri-Valley has experienced a significant rise in mental health and substance use disorder needs over the past decade—challenges further magnified by the COVID-19 pandemic. Eastern Alameda County Human Services Needs Assessment (January 2024) not only demonstrates a community concern in this area, it further identifies access and availability issues for both mental health and substance use disorder as a factor contributing the the concern, plainly stating that "There is also a lack of local treatment services for individuals using or addicted to substance" and quoting one interviewee who mentioned that "it's practically impossible" to find speciality mental health care.

La Familia is poised to meet these needs through our Adult Mental Health and Wellness Center, which will serve as a critical regional asset. The Center will provide a comprehensive array of culturally responsive crisis residential and outpatient behavioral health services, with a strong emphasis on substance use disorder treatment and local sobering support. In partnership with the cities of Livermore, Pleasanton, and the Alameda County District 1 team, and with your support, our center will offer the full continuum of care for individuals facing complex mental health and substance use needs.

The site will also feature two unique, evidence-informed modalities to support healing and recovery:

- Care Farming, a nature-based therapeutic model using plant cultivation and seasonal agriculture to promote social connection, wellness, and healing; and
- Equine Therapy, a long-term addition that will use structured equine-assisted psychotherapy to support emotional and physical rehabilitation.

Administrative Offices:
24301 Southland Drive, Suite 300
Hayward, CA 94545

3311 E. 12th Street, Suite 101
Oakland, CA 94601

1-510-300-3500
www.livelafamilia.org

La Familia has served over 12,000 individuals annually since 1975, the majority of whom are low-income and BIPOC community members. We are proud to be a trusted provider across the Tri-Valley and deeply committed to expanding access to essential behavioral health services for all residents.

Your support of $100,000 will directly help us launch this programming and meet anticipated expenses as we finalize public funding agreements and begin service delivery. We would be honored to partner with the City of Dublin to bring this vision to life and meet the urgent behavioral health needs of our region.

Thank you for your ongoing leadership and commitment to equitable health outcomes in the City of Dublin. I would welcome the opportunity to discuss this request further at your convenience.

Sincerely,

Aaron Ortiz
Chief Executive Officer
La Familia

Administrative Offices:
24301 Southland Drive, Suite 300
Hayward, CA 94545

3311 E. 12th Street, Suite 101
Oakland, CA 94601

1-510-300-3500
www.livelafamilia.org

# Memorandum of Understanding with La Familia for a Substance Use Disorder Treatment Facility

December 2, 2025

DUBLIN
CALIFORNIA

# National Opioid Settlement

- Nationwide agreement resolving litigation against major opioid:
  - Manufacturers
  - Distributors
  - Pharmacy Chains
- Nationwide settlement totals tens of billions of dollars.
- Funding to be used for opioid remediation, such as:
  - Treatment
  - Recovery services
  - Education
  - Prevention

# National Opioid Settlement, 2

- December 2021 – City of Dublin joined litigation efforts.
- Since then, the City has participated in 9 settlements.
- Estimated $1.086 million in settlement funding over 18-year period.

| | |
|---|---|
| **Total Funding Received** | ~ $360,000 |
| **Expenditures** | ~$34,600 |
| **Remaining Opioid Settlement Balance** | ~$325,400 |

*Totals as of December 2025*

- Expenditures include officer training, D.A.R.E. program staff time and supplies, and the purchase of naloxone.

# Who is La Familia?

- Local 501(c)(3) nonprofit community-based organization serving Alameda County.
- Provides high quality services, including:
  - Mental Health
  - Community Support
  - Advocacy
- Longstanding relationship with Dublin through Human Services Grant program.
- Leading development of a substance use disorder treatment facility.

# La Familia Request

- **June 6, 2025** – formal request seeking financial support for construction of a Substance Use Disorder Treatment Facility.
- Pleasanton ($100k) & Livermore ($350k) have committed opioid settlement funds.
- Providing support aligns with State requirements of funding.

# Memorandum of Understanding

- Proposed MOU formalizes Dublin's contribution to the project
  - $100,000 (*from City's settlement funding*)
  - Term through July 1, 2027
- Requires State and opioid settlement compliance.
- Requires accessibility for Tri-Valley residents.
- La Familia must submit to the City:
  - Quarterly progress reports
  - Final Report at project completion
  - Maintain records for minimum five years

# Recommendation

- Adopt the **Resolution** Approving the Memorandum of Understanding with La Familia for a Substance Use Disorder Treatment Facility.

- Questions?

Agenda Item 8.2

# STAFF REPORT

CITY COUNCIL

**DATE:** **December 2, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Exterior Improvements Project, CIP Nos. GI0125, GI0223, and GI0423 - Approval of Agreement with Plant Construction Company, L.P. for Design-Build Services in a Progressive Design-Build Delivery Method and Approval of a Budget Change
*Prepared by: Michael Boitnott, CIP Manager*

**EXECUTIVE SUMMARY:**

The City Council will consider approving an agreement with Plant Construction Company, L.P. for Progressive Design-Build of the Exterior Improvements Project (CIP Nos. GI0125, GI0223, and GI0423). This project includes the design and construction of various exterior improvements and preventative maintenance at the following city facilities: Civic Center, Library, Clock Tower, Kolb House Museum, Kolb House Restroom, Sunday School Barn, Murray Schoolhouse Museum and outbuildings, Old St. Raymond's Church, Senior Center, The Wave, and Fire Stations 16, 17, and 18.

**STAFF RECOMMENDATION:**

Adopt the **Resolution** Approving an Agreement With Plant Construction Company, L.P. for Progressive Design-Build Services for the Exterior Improvements Project, CIP Nos. GI0125, GI0223, and GI0423, and approve the budget change.

**FINANCIAL IMPACT:**

The 2024-2029 Capital Improvement Program (CIP) includes three projects that address the repair and maintenance of City facilities:

| **Approved Projects** | |
|---|---|
| GI0125 - Civic Center Exterior Glazing, Sealing & Painting | $4,750,000 |
| GI0223 - Exterior Painting at Various Facilities | $785,000 |
| GI0423 - Roof Replacement at Various Facilities | $655,000 |
| **Total Approved Projects** | **$6,190,000** |

The proposed agreement with Plant Construction Company, L.P. combines the three projects into a single construction project, for a guaranteed maximum price (GMP) of $12,878,876. In addition, Staff recommends a project allowance of $400,000 for as needed, owner-directed changes. The project also requires expenditures for soft costs, which includes Staff time, consultant costs, testing and inspection, permit fees, and other miscellaneous costs. In total, the estimated project cost is approximately $15,000,000, which requires a budget increase of $8,810,000. Staff proposes a budget change to allocate new funding as shown in *italics* in the table below.

| | |
|---|---|
| **Current Funding Source** | |
| Internal Service Fund – Facilities Replacement | $6,190,000 |
| **Total Project Funding** | **$6,190,000** |
| | |
| **Proposed Project Costs** | |
| Preliminary Design and Collaboration Services (COMPLETED) | $731,320 |
| Design-Build Services (GMP) | $12,878,876 |
| Owner Project Allowance | $400,000 |
| Soft Costs | $989,804 |
| **Total Estimated Expenditures** | **$15,000,000** |
| | |
| **Funding Needs** | **$8,810,000** |
| | |
| ***Additional Funding Sources*** | |
| *Internal Service Fund – Equipment Replacement* | *$450,000* |
| *Internal Service Fund – Facilities Replacement* | *$2,860,000* |
| *General Fund Asset Contingency Reserve** | *$5,000,000* |
| *General Fund Unassigned (Cashflow) Reserve*** | *$500,000* |
| ***Total Additional Funding*** | ***$8,810,000*** |

**  Balance of $17.7 million as June 30, 2025*
*** Estimated Balance of $50.5 million as of June 30, 2025*

**DESCRIPTION:**

**Background**
The 2024-2029 Capital Improvement Program (CIP) includes the Civic Center Exterior Glazing, Sealing & Painting Project (CIP No. GI0125), the Exterior Painting at Various City Facilities Project (CIP No. GI0223), and the Roof Replacement at Various City Facilities Project (CIP No. GI0423) (Attachment 4). The scopes of work of these CIP projects are being combined into a single Exterior Improvements Project, as the scopes are similar in nature and can be completed using the Progressive Design-Build (PDB) delivery method. The PDB method allows collaborative project development before commitment to the final costs as well as the inclusion of contract clauses, sometimes referred to as off-ramps, which allow an agency or design-builder to terminate the project before construction if the parties cannot reach agreement on final terms.

On May 6, 2025, the City Council approved an agreement with Plant Construction Company, L.P. for $731,320 for preliminary design and collaboration services to obtain a guaranteed maximum price (GMP) for construction of the improvements. Plant Construction Company has completed this phase and has presented its findings of the work needed at City facilities, as summarized in the table below. A detailed description of the work is included in Attachment 3.

| Facility | Roofing | Painting/ Sealing | Gutters | Exterior Repairs | Other | Cost |
|---|---|---|---|---|---|---|
| Civic Center | X | X | X | X | Glazing, lighting | $4,863,395 |
| Library | X | X | X | | | $961,400 |
| Clock Tower | | | | X | Full cladding replacement | $1,531,699 |
| Kolb House | | X | X | X | Brick repointing | $512,920 |
| Kolb House Restroom | | X | | X | | $95,673 |
| Sundy School Barn | | | X | X | | $185,340 |
| Murray Schoolhouse | X | X | | X | Including outbuildings | $1,055,182 |
| St. Raymond's Church | X | X | | X | | $723,512 |
| Senior Center | X | X | | X | Glazing | $921,320 |
| The Wave | | X | | X | Replace cement siding | $1,218,233 |
| Fire Stations 16 | X | X | | X | Glazing, HVAC replacement | $632,824 |
| Fire Stations 17 | | X | | | | $88,689 |
| Fire Stations 18 | | X | | | | $88,689 |
| **TOTAL** | | | | | | **$12,878,876** |

**Next Steps**
Staff is now recommending moving forward with a construction contract with Plant Construction Company utilizing the PDB delivery method. For the Exterior Improvements Project, the PDB steps are as follows:

**<u>Step 1</u> – Preliminary Design and Collaboration: COMPLETE -** City staff has worked with Plant Construction Company to develop the project scope, design, budget, and risk profile. The design has been advanced sufficiently for Plant Construction Company to propose a GMP of $12,878,876.

**<u>Step 2</u> – Final Design and Construction:** Staff reviewed the proposed GMP, scope of work, and project schedule, and recommends that the City Council approve a PDB agreement with Plant Construction Company. Upon approval of the GMP, the design-builder will proceed with final design, permitting, and construction. The same integrated team will remain involved throughout the entire project, supporting efficiency, accountability, and streamlined decision-making.

In addition, Staff and the Plant Construction Company team will begin final design and pre-construction activities. Staff will coordinate with Plant Construction to schedule work at each

location in a way that minimizes impacts to facility users and occupants. The project is anticipated to be completed in late 2026.

**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 apprentices to be deployed to another project to ensure the minimum number of hours are met.

The provisions in the PDB agreement include the requirement that Plant Construction Company and all trade subcontractors execute an agreement to be bound to and by the CWA.

**California Environmental Quality Act**
This project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines. In addition, any work performed at Heritage Park involving historic structures will follow the Secretary of the Interior's Standards for the Treatment of Historic Properties to ensure appropriate preservation and treatment.

## STRATEGIC PLAN INITIATIVE:

Strategy 5: Long-Term Infrastructure and Sustainability Investments
Objective 5A: Continue to explore funding mechanisms for capital and ongoing maintenance needs.

## NOTICING REQUIREMENTS/PUBLIC OUTREACH:

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

**ATTACHMENTS:**

1) Resolutions Approving an Agreement With Plant Construction Company, L.P. for Progressive Design-Build Services for the Exterior Improvements Project CIP No. GI0125, GI0223, and GI0423
2) Exhibit A to the Resolution - Construction Agreement for Progressive Design-Build Services Between the City of Dublin and Plant Construction Company, L.P.
3) Exhibits to the Construction Agreement for Progressive Design-Build Services Between the City of Dublin and Plant Construction Company, L.P.
4) CIP Nos. GI0125, GI0223, and GI0423
5) Budget Change Form

# RESOLUTION NO. XX – 25

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

## APPROVING AN AGREEMENT WITH PLANT CONSTRUCTION COMPANY, L.P. FOR PROGRESSIVE DESIGN-BUILD SERVICES FOR THE EXTERIOR IMPROVEMENTS PROJECT, CIP NOS. GI0125, GI0223, AND GI0423

**WHEREAS,** on March 12, 2025, the City of Dublin issued a Request for Qualifications (RFQ) under the Progressive Design-Build Delivery Method for design-build entities for the Exterior Improvements Project, CIP Nos. GI0125, GI0223, and GI0423; and

**WHEREAS,** on May 6, 2025, the City Council of City of Dublin approved an agreement with Plant Construction Company, L.P. to provide Progressive Design-Build Design and Preconstruction Phase Services; and

**WHEREAS,** the City of Dublin desires to enter into a Progressive Design-Build agreement with Plant Construction Company, L.P., for a not-to-exceed amount of $12,878,876 for the Exterior Improvements Project under the progressive design-build project delivery method. The project provides for exterior improvements and preventative maintenance located at the following City facilities: Civic Center, Library, Clock Tower, Kolb House Museum, Kolb House Restroom, Sunday School Barn, Murray Schoolhouse Museum and outbuildings, Old St. Raymond's Church, Senior Center, The Wave, and Fire Stations 16, 17, and 18.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin does hereby approve the agreement with Plant Construction Company, L.P., for a Guaranteed Maximum Price (GMP) of $12,878,876, attached hereto as **Exhibit A** to this Resolution.

**BE IT FURTHER RESOLVED** that the City Council of the City of Dublin does hereby authorize the City Manager, or designee, to approve contract change orders based on the appropriated funds designated for the Project up to the amount of $400,000.

**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** by the City Council of the City of Dublin this 2nd day of December 2025, by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

**DOCUMENT 005200**
**AGREEMENT**

CITY OF DUBLIN
City Hall, 100 Civic Plaza
Dublin, California 94568

**CONSTRUCTION AGREEMENT**

FOR PROGRESSIVE DESIGN-BUILD SERVICES
FOR THE

**Exterior Improvements Project (EIP)**

THIS AGREEMENT FOR PROGRESSIVE DESIGN-BUILD SERVICES, made this December 2, 2025 (this "Agreement"), by and between Plant Construction Company, L.P. , a California Limited Partnership whose place of business is at 300 Newhall St San Francisco, CA 94124 hereinafter referred to as Design Builder, and the CITY OF DUBLIN, a political subdivision of the State of California, hereinafter referred to as "City":

In consideration of the mutual covenants hereinafter set forth, Design Builder and City agree as follows:

1. **WORK.** Design Builder shall, in a good and workmanlike manner and in accordance with the highest professional standards, provide, furnish, perform and complete all necessary planning, architectural, engineering, all other design services of any type, procurement, permitting and support services, construction, landscaping, clean-up, all other construction services of any type, and shall provide and furnish all necessary supplies, materials and equipment (except those to be provided by City, if any) and all necessary supervision, labor, and services required for the complete engineering, design, procurement, quality assurance, construction and all necessary installation, start-up and testing required for a complete, operational, and fully functional Project, as further described in Documents 011110 (Summary of Work) and Design Builder's Proposal. The all-inclusive obligations of the Design Builder set forth in this Section 1 (Work) are referred to in this Agreement as the "Work". The Design-Builder's obligation to deliver a complete, operational and fully functional Project is coextensive with the Design Builder's obligations set forth in the Contract Documents. Except with regard to any material to be provided and/or installed by City, the Design Builder shall fully commission and turn over a complete, operational, and fully functional Project to City. Without limiting the generality of this Agreement, the Design Builder shall provide the following work and services:

1.1 Design Builder has previously prepared complete designs and engineering, in the design phase contract and shall prepare working drawings, shop drawings and generate drawings and/or engineering analysis setting forth in detail the specifications and requirements for the purchasing and procurement of the services, materials and equipment and for the construction of the complete, operational, and fully functional Project, and shall furnish the services of all necessary supervisors, engineers, designers, draftsmen, and other personnel necessary for the preparation of those drawings and specifications required for the Work, including the pertinent information for power, natural gas, water supply, and any other utilities, as required.

1.2 Design Builder shall provide, install and complete as Specified and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing, utilities, transportation, and other facilities and services (including any temporary materials, equipment, supplies and facilities) necessary for the

proper execution and completion of the complete, operational, and fully functional Project, including where necessary the permanent interconnection, or reconnection for electricity, natural gas, water supply, and any other utilities and demonstration of fully satisfactory operation of all systems and equipment.

1.3 Design Builder shall supervise and direct the Work, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to design and construct the complete, operational, and fully functional Project. Design Builder shall provide, manage and organize such personnel as necessary to complete the Work in accordance with all requirements of the Contract Documents.

1.4 Design Builder shall obtain all governmental and private approvals, licenses, and permits required to complete the Work; provided, however, the Design Builder is not required to pay any charges associated with any permits **except** for reinspection charges or for encroachment permits for work performed in public right of ways. Design Builder is responsible for the cost of all other items related to the Work. Design Builder shall design and construct a complete, operational, and fully functional Project in full compliance with all applicable laws, codes and standards (both public and private), including but not limited to, the standards included and warranties expressed in the Contract Documents and manufacturers' recommendations pertaining to individual items of equipment or systems.

## 2. CITY'S PROJECT MANAGER AND REPRESENTATIVES.

2.1 City may delegate all or part of its rights, responsibilities and duties under this Agreement to a City Project Manager or other representative. City shall inform the Design Builder in writing of any such delegation and the extent of its representative's authority.

2.2 All notices or demands to City under the Contract Documents shall be to City's Capital Improvements Program Manager at:

Mr. Michael Boitnott
Capital Improvement Program Manager
100 Civic Plaza
Dublin, CA 94568
Telephone: (925) 833-6630
Email: michael.boitnott@dublin.ca.gov

or to such other person(s) and address(es) as City shall provide to Design Builder.

## 3. CONTRACT TIME AND LIQUIDATED DAMAGES.

3.1 Design Builder shall complete the Work within the schedule set forth in this Section 3, and beginning with the date in the Notice to Proceed that specifies the commencement of the Contract Time, and Document 007200 (General Conditions). City reserves the right to modify or alter the date the Work is to commence at any time.

3.2 Design Builder shall obtain all required regulatory agency approvals related to the Project. Design Builder accepts all time-related risks and all cost-related risks relating to those approvals

3.3 Design Builder acknowledges that time is of the essence with respect to the Completion of the Work and the performance of this Agreement and that the City will be damaged by

any delay in completing any of the major phases of the Project listed in paragraphs 3.3.1, 3.3.2, and 3.3.3 below. Therefore, Design Builder accepts the following Completion obligations:

3.3.1 Design-Builder shall achieve Substantial Completion no later than **246 calendar days** after the commencement date set forth in the Notice to Proceed, and Final Completion of the Project no later than 30 calendar days after the date by which Design-Builder achieves Substantial Completion ("Contract Time").

3.3.2 Following the issuance by the permitting agency of a permit allowing the Design Builder to commence construction for the Project, the Design Builder shall update the Project Master Schedule in accordance with Document 013216 (Schedules and Reports). The City is under no obligation to accept an updated Project Master Schedule that shows Design-Builder achieving Substantial Completion past **246 calendar days** after the commencement date established by the Notice to Proceed.

3.3.3 In addition to achieving Completion, Design Builder shall fully cooperate with the City so that the City may obtain all necessary Regulatory Agency approvals required to operate the Project.

3.4 To facilitate Design Builder performing its Completion obligations as described in Section 3.3 above, Design Builder acknowledges and accepts that the Regulatory Agency's review of incremental construction permit applications may take up to eight (8) weeks from the date the permit application is submitted to the Regulatory Agency. The Design Builder's Project Master Schedule, Design Schedule and Construction Schedule shall reflect durations for permit reviews and work sequencing. If the Design-Builder fails to provide the Regulatory Agency with all documents necessary for the Regulatory Agency to review an incremental construction permit application within the time period stated above, (a) the project Completion Time shall not be extended, (b) the Contract Sum shall not be adjusted, and (c) the Design-Builder shall accelerate the recovery of time to the critical path of the Project without compensation. City will manage its own decision-making process to timely review and approve Construction Documents within Design Builder's planned durations, and will make its reasonable best efforts to facilitate the Regulatory Agency's timely review of construction permit applications within Design Builder's planned durations.

3.5 Liquidated Damages and Schedule Incentives. The City and Design Builder recognize that time is of the essence in this Agreement and that the City may suffer financial loss in the form of additional contract administration expenses (including project management and consultants' expenses) and delay and loss of public use if the Work is not completed within the time specified in Section 3.3 above, plus any extensions thereof allowed in accordance with the Contract Documents. Design Builder and City agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by City because of a delay in completion of the Work.

Accordingly, City and Design Builder agree that Design Builder shall pay City the following liquidated damages measures that apply separately and cumulatively:

3.5.1 If Design Builder fails to achieve Substantial Completion of the Project and/or final Completion of the Project within the times specified in paragraph 3.3 above in accordance with the Contract Documents,

Design Builder shall pay City as liquidated damages and not as a penalty, the following sums of money per day for each calendar day the actual time of Design Builder's performance exceeds the authorized Contract Time for construction of the Project:

3.5.1.1 Design-Builder shall pay City **$2,000 per calendar day** as liquidated damages for every day by which Substantial Completion exceeds **246 calendar days** from and after the starting date as established by the Notice to Proceed.

3.5.1.2 If Design-Builder fails to achieve final Completion of the Project within **30 calendar days** after the date by which Design-Builder achieves Substantial Completion, then Design-Builder shall pay City **$2,500 per calendar day** as liquidated damages for every day by which final Completion of any portion of the Project exceeds this time period.

3.6 Liquidated damages for delay shall cover and be in lieu of the actual damages suffered by City as a result of delay. Liquidated damages are intended to compensate City for damages it incurs as a result of delay, but do not cover the cost of completion of the Work or any other damages not arising from delay. These liquidated damages shall be the City's sole remedy for recovery of damages due to delay in the Work, provided that this provision shall not limit any right or remedy of City in the event of any other default of Design Builder other than failing to complete the Work within the Contract Time.

3.7 Subject to the liquidated damages measures in the Contract Documents, neither Design Builder or City shall have any liability for consequential damages arising out of the completion of the Work under the Contract Documents, except to the extent that such consequential damages arise from personal injury, property damage, economic loss or defective work and are covered by any insurance maintained by City, Design Builder, or any Subcontractor, Supplier, design professional or any other party involved on the Project.

## 4. CONTRACT SUM.

4.1 City shall pay the Design Builder Twelve Million Eight Hundred Seventy-Eight Thousand Eight Hundred Seventy-Six Dollars and no cents $12,878,876.00 (the "Guaranteed Maximum Price Contract Sum") for completion of the Work in strict accordance with the Contract Documents, as it may be adjusted pursuant to this Article 4 (Contract Sum).

4.2 The Contract Sum is all inclusive and includes all costs and expenses of the Work, including profit, markups, overhead and allowances; all federal, state, and local taxes on materials and equipment, and labor furnished by Design Builder, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of Design Builder's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services, except as otherwise provided in paragraph 13.7 of Document 007200 (General Conditions). The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

5. **DESIGN BUILDER'S REPRESENTATIONS AND WARRANTIES.** In order to induce City to enter into this Agreement, Design Builder represents and warrants to City the following:

5.1 Design Builder has visited the Sites, and made a non-destructive inspection of the Sites, and has examined the nature and extent of the Work, Sites, locality, actual conditions, as built conditions, labor availability and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Design Builder and safety precautions and programs incident thereto.

5.2 Design Builder has examined all reports of exploration and tests of subsurface conditions where necessary, and as built drawings, drawings or reports, available for design and construction purposes, of physical conditions that have been provided by the City, including those which are identified by preconstruction survey and/or in Documents 003120 (Hazardous Materials Surveys) or 003130 (Geotechnical Data and Existing Conditions), or which may be apparent at the Site and accepts the criteria set forth in these documents and Document 007200 (General Conditions) to the extent of the information contained in these documents upon which the Design Builder is entitled to rely.

5.3 Design Builder has conducted in the previous design phase contract or will obtain any additional examinations, investigations, explorations, tests, reports and studies, including but not limited to geotechnical investigations upon which the design will be based, that pertain to the surface and subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Sites that Design Builder considers necessary for the performance or furnishing of Work for the Contract Sum, within the Contract Time and in accordance with the terms and conditions of the Contract Documents.

5.4 Design Builder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.5 Design Builder has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it discovered prior to executing and delivering this Agreement in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City or otherwise is acceptable to Design Builder.

5.6 Design Builder is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or organization and is duly qualified to conduct business in the State of California.

5.7 The execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein (a) have been duly authorized by all necessary corporate or other organizational action, and (b) does not violate or create a default under any instrument, agreement, order or decree binding on Design Builder.

5.8 Design Builder will use the pre-qualified Subcontractors, who were listed in the Design Builder's Proposal. Consistent with Public Contract Code sections 4100 *et seq.*, Design Builder shall not substitute a different Subcontractor or supplier in place of any of those listed in Design Builder's Proposal, including in its response to City's Request for Qualifications, nor shall any Subcontractor assign or transfer, subcontract, or permit the

same to be performed by any other Subcontractor without City's prior written approval. Design Builder shall provide City with a complete and updated list of Subcontractors as they become known on the project and shall comply with the requirements of Public Contract Code section 22166 in awarding subcontracts.

| Subcontractor Name and Address | Scope of Work | Contractors' License Number | DIR Registration Number |
|---|---|---|---|
| Lawson Roofing<br>1495 Tennessee Street,<br>San Francisco, CA 94107 | Roofing | 339053 | 1000006451 |
| Pullman SST, Inc<br>6400 Goodyear Road,<br>Benicia, CA 94150 | Siding and Building Envelope | 866480 | 1000003194 |
| AAC Glass, Inc.<br>31044 San Antonio Street,<br>Hayward, CA 94544 | Windows and Storefronts | 1034201 | 1000063338 |
| Giampolini & CO<br>1482 67th Street,<br>Emeryville, CA 94608 | Painting | 322282 | 1000017973 |

5.9 Design Builder shall assign to the Project the key personnel listed in Design Builder's Proposal, together with those listed below in this Section 5.9, and make them available to work on the Project as a first priority during the term of this Agreement. Should any approved key personnel terminate employment or otherwise become unavailable during the term of this Agreement, Design Builder shall obtain City's prior written consent to any replacement. Any proposed replacement shall possess qualifications and experience equal or superior to the key personnel being replaced.

Design Builder's Key Personnel:

5.10 All Work performed by Design Builder is subject to the Community Workforce Agreement to be entered into among Design Builder, City, the Project Subcontractors and other required signatories thereto (the "CWA"). Prior to City's approval of this Agreement, Design Builder shall execute and deliver the CWA to the City. Before allowing any Subcontractor to perform any work on the Project, Design Builder shall have the Subcontractor execute the CWA and submit the signature page to City.

5.11 The Design Builder acknowledges that in conformance with the Contract Documents, any changes or extra work must be authorized in writing by the City prior to the Design Builder performing said work. Design Builder 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.

6. **CONTRACT DOCUMENTS**.

6.1 The following documents, including all changes, addenda and modifications thereto comprise the entire agreement between City and Design Builder concerning the Work (collectively, the "Contract Documents")

6.1.1 Design Builder's Prequalification Questionnaire submitted in response to City's Request for Qualifications (proprietary information, not for public use)
6.1.2 Exhibit 01 - Design Builder's GMP Proposal dated November 20, 2025
6.1.3 Notice of Award
6.1.4 Agreement
6.1.5 Notice to Proceed
6.1.6 Construction Performance Bond
6.1.7 Construction Labor and Material Payment Bond
6.1.8 Agreement and Release of Any and All Claims
6.1.9 Project Guaranty
6.1.10 Change Order
6.1.11 General Conditions
6.1.12 Insurance
6.1.13 Community Workforce Agreement
6.1.14 Project Manual (Division 00)
6.1.15 100% Project Technical Specifications (Division 01 thru 32), dated xx/xx/202X by ARG
6.1.16 100% Construction Drawings, dated xx/xx/202X by ARG

6.2 The intent of the Contract Documents is to include all necessary criteria to establish the process, scope and quality for completion of the Work by Design Builder. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Design Builder shall be required to the extent consistent with, and reasonably inferable from, the Contract Documents.

6.3 Any conflict between or among Contract Documents shall be resolved pursuant to paragraph 5.8 (Order of Precedence) of Document 007200 (General Conditions).

6.4 Construction Documents produced by the Design Builder that set forth the obligations of the Design Builder or its Subcontractor are an instrument for fulfilling the requirements of this Agreement as defined by the Contract Documents as defined in this Article 6 (Contract Documents), and do not replace them. See 007200 5.8.8.

6.5 There are no Contract Documents other than those listed above in Section 6.1 of this Agreement. The Contract Documents may only be amended, modified, or supplemented as is provided for in Document 007200 (General Conditions).

## 7. INSURANCE

7.1 Design Builder 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 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 Design Builder's bid.

7.2 Design Builder 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.

7.3 Design Builder 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 Design Builder agree to be bound to Design Builder and City in the same manner and to the same extent as Design Builder 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. Design Builder 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.

7.4 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California.

7.5 Design Builder agrees that if it does not keep the aforesaid insurance in full force and effect, City may terminate this Agreement.

7.6 At all times during the term of this Agreement, Design Builder 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.

7.7 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.

8. **INDEMNIFICATION.**

8.1 To the fullest extent permitted by law Design Builder 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 Design Builder, 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.

8.2 General. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Design Builder and shall survive the termination of this Agreement or this section. By execution of this Agreement, Design Builder 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 Design Builder.

8.3 Survival. Design Builder 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.

8.4 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

8.5 Scope. This section shall in no event be construed to require indemnification by Design Builder to a greater extent than permitted under the public policy of the State of California. Design Builder will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Design Builder, 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 Design Builder or of any subcontractor engaged in performance of the Work. The Design Builder 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 Design Builder will indemnify, defend, and hold harmless the City and its officials, officers, employees, and, volunteers from such liability. The Design Builder 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 Design Builder's performance of the Work. The Design Builder 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.

## 9. MISCELLANEOUS

9.1 Capitalized terms used in this Agreement and not defined here have the meaning given in Document 007200 (General Conditions), and if not defined therein, as defined in Section 014200 (References and Definitions), and if not defined therein, as defined in the Contract Documents.

9.2 It is understood and agreed that in no instance is any person signing this Agreement for or on behalf of City or acting as an employee or representative of City liable pursuant to this Agreement or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of City is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

9.3 Design Builder shall not assign any portion of the Contract Documents, but may subcontract portions of the Work only in compliance with the subcontractor listing requirements of Public Contracting Code section 4100 *et seq.*

9.4 The Contract Sum includes all design, management, overhead, profit, allowances (if any), and other costs of the Project necessary to complete the Work.

9.5 In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public contract, the Design Builder or subcontractor irrevocably offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) and under the Cartwright Act, (Chapter 2 (commencing with California Business and Professions Code section 16700) of Part 2 of Division 7 of the), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City renders final payment to the Design Builder, without further acknowledgment by the parties.

9.6 Pursuant to Labor Code section 1773, the Director of the California State Department of Industrial Relations has ascertained the general prevailing rates of per diem wages and for holiday and overtime work in the locality in which the Project is to be performed for each craft, classification, or type of worker needed to execute the this Agreement and the Work, and copies of such rates are in the Contract Documents and on file at City's office, and are hereby incorporated herein by this reference, and shall be made available to any interested party on request. Pursuant to Labor Code section 1861, Design Builder shall execute and file with City a certification that it is aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Design Builder shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

9.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

9.8 This Agreement shall be deemed to have been entered into in the City of Dublin and shall be governed in all respects by California law (excluding conflicts of laws).

9.9 Design Builder accepts the claims procedures established by Article 12 (Claims by Design Builder) of Document 007200 (General Conditions) and agrees that the provisions of Article 12 (Claims by Design Builder) constitute a claims procedure by agreement under Government Code Section 930.2, and Government Code sections 930 through 930.6. Design Builder shall bear all costs incurred in the preparation and submission of a Claim.

9.10 City shall have the right to timely and fully review and approve all phases of Design Builder's design including, but not limited to, drawings, specifications, shop drawings, samples and submittals, prior to submittal for any permit approval or deferred approval, as specified in the Contract Documents within the review durations published in the Design Builder's approved schedule, or in the absence of an approved schedule, within the review durations published in the Milestone Schedule of Section 011216 (Work Sequence). Such review, approval and other action shall not relieve Design Builder of its responsibility for a complete design complying with the requirements of the Contract Documents; but rather, such review and approval shall be in furtherance of City's monitoring and accepting the design as developed and issued by the Design Builder, consistent with these Contract Documents. Design Builder's responsibility to design and construct the Project in conformance with the Contract Documents is absolute.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION.

ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

Executed on _____, _____, by

CITY OF DUBLIN

_____
Colleen Tribby, City Manager

Attest:

_____
Marsha Moore, City Clerk

PLANT CONSTRUCTION COMPANY, L.P.

_____
Chris Rivielle, President

1000575696

_____
Consultant's DIR Registration Number

199832800016

_____
Consultant's Business Entity Number

Design Builder: For corporations and limited liability companies, the Agreement must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1190 and Corps. Code, Sec. 313.) The acknowledgment below must be signed by a Notary Public.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

)

City of _____ )

On _____, before me, _____, Notary Public, personally appeared _____ (insert name(s) and title(s) of the officer(s) signing on behalf of the Consultant), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

_____ (Notary's Seal)

Signature

END OF DOCUMENT

# EXHIBIT A INSURANCE REQUIREMENTS

## I. INSURANCE REQUIREMENTS

Before commencing any Work under the Contract Documents, Design/Builder shall furnish to the City satisfactory proof that Design/Builder 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.

A. **Commercial General Liability Insurance**. Design/Builder shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars ($5,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. A combination of a general liability policy and excess liability policies may be utilized to achieve these limits. Design/Builder's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. An endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37, is also required.

B. **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 Two million dollars ($2,000,000) each accident, and Two million dollars ($2,000,000) 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, Design/Builder 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.

C. **Worker's Compensation and Employers Liability Insurance**. Design/Builder shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One million dollars ($1,000,000). Design/Builder shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers. If there is an exposure or injury to

Design/Builder'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.

D. **Design/Builders 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 Design/Builder's operations or completed operations, performed by or on behalf of Design/Builder. The policy shall specifically provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites. 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 Five million ($5,000,000) per occurrence and in the aggregate. Any self-insured retention shall be selected by the City pursuant to Section 7 of this Document 00 52 00.

E. **Builder's Risk**. Upon commencement of construction and with approval of City, Design/Builder shall obtain and maintain Builder's Risk/Course of Construction insurance. Policy shall be provided for replacement value on an "all-risk" basis. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Design/Builder shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

F. **Professional Liability.** Design/Builder shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of five million dollars ($5,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Design/Builder

agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

G. 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-VII 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. Design/Builder shall increase required insurance amounts upon direction by the City.

H. If any aircraft are to be used in the performance of the work, Design/Builder 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.

## II. CERTIFICATES OF INSURANCE

A. Design/Builder shall furnish the City with certificates of insurance completed by a duly authorized representative evidencing coverage required under Section I of this Document 00 52 00. Such certificates shall be delivered to the City before any Work hereunder is commenced by Design/Builder and annually thereafter on or before the policy effective dates of Design/Builder'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. Design/Builder shall inform the City in writing thirty (30) days prior to terminating or materially modifying coverage required in this Document 00 52 00.

B. 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 Design/Builder's obligation to maintain such insurance.

C. 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.

D. The City has the right, but not the obligation, of prohibiting Design/Builder 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.

E. If any of the coverages are required to remain in force after Substantial Completion, Design/Builder shall submit an additional certificate evidencing continuation of such coverage with its final billing and at each subsequent renewal of Design/Builder's insurance.

F. Required Endorsements. Except as provided below, the policies required under Section 1 of this Document 00 52 00 shall be endorsed, in a form and manner acceptable to the City, providing as follows:

1. Except with regard to the Worker's Compensation and Employer's Liability Insurance, the Athenian City, its parent, subsidiary and affiliated organizations, and its Board of Trustees, 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.

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. The insurance carriers waive their rights of subrogation against the City and all additional insureds, as well as other insurance carriers for the Work.

4. Declarations pages required. Design/Builder 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.

G. 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 at the address listed at the top of this Document 00 52 00, 30 days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Design/Builder shall maintain insurance in full force and effect during entire period of performance of this Agreement, and such additional periods as required in this Document 00 52 00. 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, Design/Builder shall submit evidence that insurance policies will be in effect during the requested additional period of time. Upon the City's request, Design/Builder shall submit to the City, within 10 days, copies of the actual insurance policies or renewals or replacements.

H. **Insurance Primary**. All limits and coverage is required of the Design/Builder in this Document 00 52 00 shall be primary over any insurance or self-insurance program carried by the City and the additional insureds.

I. **Joint ventures**. If the Design/Builder is a joint venture involving two or more entities, each independent entity will satisfy the limits and coverage is specified in this Document 00 52 00 or the joint venture will be named insured under each policy specified.

J. **Waiver of Right to Recovery Including Subrogation**. Design/Builder 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 Design/Builder 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. Design/Builder 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.

K. **Cooperation**. Design/Builder 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.

L. **Quotes for Project Specific Coverages and Self-insured Retentions**. Design/Builder shall obtain quotes for the Project specific Commercial General Liability, Pollution Legal Liability and umbrella/excess coverages to be procured for the Project on an open book basis, and with self-insured retention amounts requested by the City. Design/Builder shall also cooperate with the City in obtaining quotes for such policies through brokers jointly suggested by Design/Builder in the City. None of the insurance required of this Document 00 52 00 shall be subject to any self-insured retention without the City's written approval, and the City shall select the self-insured retention amounts of the Project specific Commercial General Liability, Pollution Legal Liability and umbrella/excess coverages to be procured for the Project after reviewing quotes for these coverages. Pricing of insurance shall be net-of-cost of such insurance procured hereunder, less value (if any) in Design/Builder's bid for self-insurance or reduced bonding costs resulting from placement of such insurance.

M. If injury occurs to any employee of Design/Builder, 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 Design/Builder 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 Design/Builder to reimburse the City.

N. Nothing in this Document 00 52 00 shall be construed as limiting in any way the extent to which Design/Builder or any subcontractor may be held responsible for payment damages resulting from their operations. Design/Builder's obligations to procure insurance are separate and independent of, and shall not limit Design/Builder'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 Design/Builder.

O. Except for Worker's Compensation coverages, Design/Builder shall by appropriate written agreements flow-down the additional insured coverage, certificate, endorsement, waiver of subrogation, and all other requirements of this Document 00 52 00 to all tiers of subcontractors for all insurance required of such subcontractors by Design/Builder for the work.

P. Design/Builder shall pay all insurance premiums including any charges for required waivers of subrogation or the endorsement of additional insureds. If Design/Builder fails to maintain insurance, the City may take out comparable insurance, and deduct and retain amount of premium from any sums due Design/Builder under the Contract Documents. If the aggregate limits on any Design/Builder's insurance policy are no longer available, Design/Builder must notify the City and immediately, at Design/Builder's expense, purchase replacement coverage to meet the insurance requirements as specified in this Document 00 52 00. Alternatively, the Design/Builder's failure to maintain the required insurance shall be grounds for a termination for default in accordance with the Contract Documents.

END OF DOCUMENT

CITY OF DUBLIN
DEPARTMENT OF PUBLIC WORKS
CALIFORNIA

**PROJECT NO. GI0125, GI0223, GI0423**

**Exterior Improvements Project**
**100 CIVIC PLAZA, DUBLIN, CA 94568**

# Attachments to Construction Agreement for Progressive Design-Build Services Between the City of Dublin and Plant Construction Company, L.P.

**December 2, 2025**

PLANT

# City of Dublin Exterior Repairs

100 Civic Plaza
Dublin, California

**Quotation #1 Revision #2**
**Guaranteed Maximum Price Quote**

Project No. 2025050

November 20, 2025

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## SUBMITTED TO:


Michael Boitnott
City of Dublin
100 Civic Plaza
Dublin, California 94568
Michael.Boitnott@dublin.ca.gov


## SUBMITTED BY:


Phillip Aguilar
Plant Construction Company, L.P.
300 Newhall Street
San Francisco, California 94124
phillipa@plantco.com

# 1 Quotation Narrative

## INTRODUCTION

This is a repair cost estimate for the exterior envelopes of 13 buildings at 6 sites for the City of Dublin in Dublin, California. The project encompasses exterior improvements at the Civic Center (and accessory buildings), Dublin Library, Senior Center, Fire stations 16, 17 and 18, Dublin Wave Water Park, Heritage Museum (and accessory buildings), Old Saint Raymond Church, Kolb House, Sunday School Barn, and Little Kolb House Restroom buildings.

The scope includes non-structural demolition and reconstruction of the Clock Tower's exterior envelope, incorporating a continuous waterproof membrane along with ventilation and electrical upgrades. Additional envelope repairs across the sites involve roofing replacement, including 2" rigid insulation for energy code compliance, flashing and gutter repairs, sealant and backer rod replacement at stone veneers, metal panels, and coping stones, repointing of CMU veneer, minor stucco repairs, exterior painting, refurbishment and barrier sealing of existing storefronts systems and glazing, installing new storefront systems to enhance thermal performance, fiber cement siding replacement and installing new vapor barrier. For historic buildings, the scope includes asbestos removal and lead paint scraping and encapsulating, new roofing and adding new period-correct gutters, trenching rain leaders to existing storm drains, window and siding repairs, painting, and repairs to wood decks, walkways, ramps, and stairs.

| | |
|---|---|
| **Civic Center** | **$4,863,395.00** |
| **Library** | **$961,*400*.00** |
| **Clock Tower** | **$1,531,699.00** |
| **Senior Center** | **$921,320.00** |
| **Fire Station 16** | **$632,824.00** |
| **Fire Station 17** | **$88,689.00** |
| **Fire Station 18** | **$88,689.00** |
| **The Wave** | **$1,218,233.00** |
| **Heritage Museum & School Building** | **$1,055,18*2*.00** |
| **Old St. Raymond Church** | **$723,512.00** |
| **Kolb House** | **$512,920.00** |
| **Sunday School Barn** | **$185,340.00** |
| **Kolb House Restrooms** | **$95,673.00** |
| **Guaranteed Maximum Price Quote:** | **$12,878,876.00** |

## BASIS FOR ESTIMATE

This estimate is based on the following documents:

- Exhibit A – Scope of Services – Compensation schedule & Reimbursable Expenses.
- Dublin Civic Center – Condition Assessment Report.
- RFQ Document for City of Dublin Exterior Improvements Project. Dated March 12, 2025.
- Site tours with City of Dublin representative, water proofing consultant, architectural team and glazing, roofing, painting, and building envelop subcontractors.
- GMP Exterior Improvements Architectural Progress Set. Dated September 12, 2025. Prepared by ARG/SGH.
- Field Reports from site investigations and water testing provided by SGH.

## ALLOWANCES

These allowances are included for items where there is currently insufficient information available. When sufficient information is made available, the actual cost will be substituted for each allowance by work order or change order. Allowance amounts are assumed to represent Contractor's cost.

| | | |
|---|---|---|
| 1. | Third-party inspections for building envelope at Civic Center. | $35,000 |
| 2. | Overtime premium for the Dublin Arts Center. | $35,000 |
| 3. | Testing and mockups investigations at Civic Center. | $55,520 |
| 4. | Restoration for (2) exterior seals/emblems at Civic Center. | $5,000 |
| 5. | Landscape, Trimming and Repairs (Civic Center only). | $15,000 |
| 6. | Gutter repair, membrane and downspout connections at Civic Center. | $50,000 |
| 7. | Install sloped plywood gutter substrate at Civic Center. | $100,000 |
| 8. | Weather protection allowance at Library. | $10,000 |
| 9. | Stone veneer repointing at Library. | $5,000 |
| 10. | Signage removal and reinstall at Library. | $5,068 |
| 11. | Gutter repairs at Library. | $25,000 |
| 12. | Removal and reinstallation of access hatch at Clock Tower. | $7,500 |
| 13. | New embedded tile at Clock Tower concrete slab (material only) | $10,000 |
| 14. | Structural design services for the Clock Tower. | $45,000 |
| 15. | Remove and replace loose stone cladding at entry and North-West corner of Senior Center. | $18,230 |
| 16. | Roof plywood repairs at Senior Center. | $16,000 |
| 17. | Design Drawings and Permitting for HVAC at Fire Station 16. | $6,250 |
| 18. | Anchorage for telecom equipment at roof of Fire Station 16. | $15,000 |
| 19. | Solar panel replacement at Fire Station 16. | $7,500 |
| 20. | Moisture testing and scanning of roof prior to new coating at Fire Station 16. | $15,000 |

| | | |
|---|---|---|
| 21. | Misc, repairs per moisture scan at Fire Station 16. | $20,000 |
| 22. | Waterproofing repairs associated with telecom at Fire Station 16. | $5,000 |
| 23. | Structural design allowance for telecom at Fire Station 16. | $5,000 |
| 24. | Siding repairs for The Wave Aquatic Center. | $12,000 |
| 25. | Rough carpentry repairs at Heritage Museum Bell Tower. | $15,000 |
| 26. | Rough carpentry repairs at Old St. Raymond Church Bell Tower. | $15,000 |
| 27. | Substructure termite repairs at Old St. Raymond South Elevation. | $7,500 |
| 28. | Flashing caps at wood projections at Kolb House. | $5,000 |
| 29. | Building Permit. | $118,081 |

## NOTES AND CLARIFICATIONS

1. Design Services of 10%, Lump Sum for General Requirements, Lump Sum for General Conditions, Design and Estimating Contingency of 4%, Construction Contingency of 5%, Building Permit Allowance of 1%, GC Liability Insurance of 1.6%, 0.5 % for Builder's Risk and a Contractor's fee of 5%. Includes required Bond.
2. Construction is expected to begin in January 2026 and be completed by October 2026.
3. This GMP Quotation is in advance of basis of design document and scope drawings and is based on progress drawings in development, field investigations and reports from SGH, meetings, and site walks.
4. Hazardous material testing has been accounted for in the Phase 1 Budget.
5. GC's and GR's are calculated and distributed throughout the 13 buildings in the project scope.
6. Repairs and/or replacement of any materials shall be 'like-kind' unless otherwise noted on the drawings.
7. Allowances for Heritage site repairs are based on quantified areas as indicated on the drawings.
8. The costs for General Conditions and General Requirements have been pro-rated between buildings (items B01 through B13 as represented in our summary) for accounting purposes only. As scope is finalized, we shall adjust the pro-rations as necessary.

## INCLUSIONS

**Civic Center**

Glazing:

07-60-00 Flashing & Sheet Metal

1. Furnish and install flashing at perimeter parapets.
2. Furnish and install flashing at copings above gutters.

08-40-00 Entries, Storefront, and Curtain Wall

1. New Storefront Systems – Install (12) new thermally broken storefront units with Low E IGU glass on the Southeast and West elevations with new aluminum custom painted sill flashing.
2. Refurbish Storefront Systems – Remove all bottom row existing glass, clean and reseal corners, replace fasteners as needed, reinstall existing glazing with new gaskets, barrier seal upper transom glazing, remove and reinstall backer rod and perimeter sealant, install new aluminum custom painted sill flashing above CMU openings.
3. Courtyard Storefront Systems – Remove all bottom row existing glass, clean and reseal corners, replace fasteners as needed, install new aluminum custom painted sill flashing.

12-20-00 Window Treatments

1. Furnish and install manual Mechoshades at perimeter windows.
2. Interior scaffold for procurement of work.
3. 20 & 14 gauge angle at specified locations.
4. Remove and replace ceiling tiles at locations.
5. Shorten soffits and miscellaneous patching at specified locations.
6. New caulking, backer rod and paint locations.

90-01-00 Allowances

1. Third party inspections for water testing at necessary locations.
2. Dublin Arts Center – overtime premium for work performed outside of normal working hours.

### Painting/Sealing:

01-50-00 Temporary Construction

1. Finish protection at roof above sloped glazing.
2. Finish protection at interior carpets where storefront work will occur.
3. Finish protection at exterior landscape.
4. Lift rental.
5. Portable restrooms and washing stations.
6. Temporary fencing.

07-11-50 Waterproofing

1. Finish protection as required.
2. Remove 100% of stone mortar joints, clean up the interior of the joints, install backer rod and sealant at joints.
3. CMU repairs including pressure washing, removal and replacement of 20% of mortar joints with color matched Type "N" mortar, remove 100% vertical expansion joints, and backer rod and seal, install 2 "wet-on-wet" coats of approved siloxane sealer.
4. Remove and reinstall metal panels to access flashing over sloped storefront.
5. Remove and replace 100% caulking at metal panels in place at courtyard.
6. Testing and mockups - allowance.

09-91-00 Painting

1. Clean, spot prime, and paint second story balcony stucco surfaces.
2. Clean, spot prime, and paint hollow metal doors.
3. Clean, spot prime, and paint metal parapet caps.

4. Clean, spot prime, and paint handrails and bollards.
5. Clean, spot prime and paint light fixtures (poles and bollard lights).
6. Clean, spot prime and paint flag poles.
7. Clean, spot prime and paint steel trellis.

10-14-00 Signage

1. Signage removal and reinstallation to allow for other scopes of work.
2. Civic Center Emblem/Seal restoration for (2) exterior locations – allowance.

32-88-00 Landscape and Irrigation

1. Landscaping, trimming, and repairs – allowance.

Roofing/Gutters:

07-50-50 Roofing

1. Gutter replacement with new stainless steel gutters.
2. New PVC roofing at bike storage (approximately 461 sf).
3. New PVC roofing at maintenance and storage area (approximately 997 sf).
4. New PVC roofing at evidence storage (approximately 494 sf).
5. Gutter repair, membrane and downspout connections – allowance.
6. Install sloped plywood gutter substrate – allowance.

26-50-00 Lighting

1. Remove and reinstall existing exterior jellyfish light strips at coping.
2. Reinstall new raceways to each fixture including j-boxes and rewiring.

**Library**

Painting/Sealing:

09-91-00 Painting

1. Painting at hollow metal doors, frames, stucco, trim, columns, steel canopy, and downspouts.

Repair:

01-50-00 Temporary Construction

1. Finish protection at TPO roofing.
2. Finish protection at rotunda entry.
3. Finish protection at exterior landscaping.
4. Debris Boxes.
5. Weather protection.
6. Temporary fencing.

01-54-23 Scaffolding

1. Stair tower for roof/gutter access.

07-11-50 Waterproofing

1. Remove and replace 100% existing mortar joints at stone wainscotting, replace with sealant or grout.
2. Stone veneer repointing - allowance.
3. Stone coping sealant replacement, approximately 4,880 LF.

4. Remove existing vertical joints, new backer rod and sealant joints at stucco, approximately 660 LF.

10-14-00 Signage

1. Signage removal and reinstallation - allowance.

Roofing/Gutters:

07-50-50 Roofing

1. Gutter repair - allowance.
2. Gutter replacement with new stainless-steel gutters.
3. Remove and reinstall stone coping.
4. Install sloped plywood gutter substrate.

07-60-00 Flashing & Sheet Metal

1. Replace ridge fasteners with new gasketed fasteners at standing seam roofs.

**Clock Tower**

Repair:

01-50-00 Temporary Construction

1. Finish protection at landscaping and sidewalks.
2. Temporary fencing.
3. Debris boxes.

01-54-23 Scaffolding

1. Scaffolding for procurement of work.

04-01-10 Masonry Cleaning and Restoration

1. Removal and disposal of existing stone veneer.
2. Furnish and install new stone.
3. Remove existing gypsum board at existing stone veneer.
4. Mockups.

06-10-00 Rough Carpentry

1. Repair or reinforce light gauge framing, including additional backing required for new exterior envelope (assume 30%).
2. New ventilation openings framing (assume 6 total openings).
3. Furnish and install new densglass sheathing (approximately 3600 SF).

07-11-50 Waterproofing

1. New vapor barrier at substrate (approximately 3600 sf).

07-42-10 Exterior Wall Surfaces

1. Removal and disposal of all existing metal panels
2. Furnish and install new panels in-kind.

08-30-00 Special Doors

1. Remove existing access hatch and install new - allowance.

26-00-50 Electrical Systems

1. Remove and replace (e) service lights, provide new power and control wires.
2. Provide and install new clock system and lighting – include clock controller and clock hands.

32-30-00 Site Improvements

1. Landscape repairs and sprinkler system repair/replacement.
2. Sawcutting of Clock Tower hardscape.
3. Demo and off haul of existing hardscape (approximately 290 sf)
4. Demo and off haul of existing sidewalk (approximately 545 sf).
5. In-kind replacement of hardscape and sidewalk removed as required for clock tower work.
6. New embedded tile at concrete slab - allowance.
7. Regrade area around tower (approximately 835 SF).

90-01-00 Allowances

1. Structural design services – allowance.

**Senior Center**

Painting/Sealing:

09-91-00 Painting

1. Painting hollow metal doors, frames, stucco, eves, trim, and bollards.

Repair:

01-50-00 Temporary Construction

1. Finish protection at exterior fascia repairs.
2. Finish roof protection at clerestory window.
3. Interior finish protection at raised clerestory window.
4. Debris box.
5. Weather protection.
6. Lift rental.
7. Portable restrooms and wash stations.
8. Temporary fencing.
9. Stair tower with ramp to roof center area.

04-01-10 Masonry Cleaning and Restoration

1. Remove stone at entry window for inspection of framing and substrate.
2. Remove and replace stone cladding at entry and NW corner – allowance.

Roofing/Gutters:

06-10-00 Rough Carpentry

1. Repair dry rot at mechanical well walls (assume 10%, 4x8 plywood sheets).
2. Additional dry rot repairs at northwest elevation fascia.

07-50-50 Roofing

1. Remove, offhaul and replace TPO roofing system with new modified bitumen built-up roofing assembly.
2. Roof drain opening repairs.
3. Allowance for roof plywood repairs *(remove and replace)* at flat roofs (assume 10%, 4x8 plywood sheets).

08-30-00 Special Doors

1. Replace (2) access doors on mechanical screen walls.
2. Replace (2) roof hatch with thermally insulated hatches, raise roof hatch to establish 8" minimum flashing height.

08-50-00 Windows

1. Salvage and reinstall (6) existing clerestory windows, install flashing in clerestory openings and reinstall windows. Install backer rod and sealant around window perimeter.

08-60-00 Skylights

1. Raise skylight curbs, extend interior finishes.
2. Salvage and reinstall skylight.

23-00-50 HVAC

1. Removal of (3) refrigerator compressors and curbs.

**Fire Station 16**

Painting/Sealing:

09-91-00 Painting

1. Paint hollow metal doors and frames, coiling door jamb, lintel, stucco, bollards, and trim.

Repair:

01-50-00 Temporary Construction

1. Portable restrooms and wash stations.

08-50-00 Windows

1. Remove and replace perimeter sealant at all (22) clearstory windows.
2. Install new backer rod and sealant.

23-00-50 HVAC

1. Remove existing HVAC equipment, piping, controls, and ductwork and provide new.
2. Design drawings for permitting.
3. Testing, adjusting, and balancing.
4. Electrical disconnect/reconnect.
5. Crane mobilization for removal and reinstallation (assume 2 mobilizations)

Roofing/Gutters:

06-10-00 Rough Carpentry

1. Anchorage for telecom equipment at roof – allowance.

07-50-50 Roofing

1. New silicone coating over existing roof.
2. Moisture testing of existing roof prior to new coating.
3. Roof repairs and patching per moisture test and scanning.
4. Safe-off, remove, and reinstall solar panels only for roofing scope. Existing stanchions, conduit, and inverter to remain.
5. Replacement of solar panels – allowance
6. Repairs and patching of roof per moisture and scanning – allowance.
7. Waterproofing repairs associated with telecom equipment scope – allowance.
8. Design allowance for structural roof anchorage and waterproofing assemblies for telecom equipment – allowance.

**Fire Station 17**

Painting/Sealing:

01-50-00 Temporary Construction

1. Portable restrooms and wash stations.

09-91-00 Painting

1. Paint at hollow metal doors, frames, stucco, bollards, and trim.

**Fire Station 18**

Painting/Sealing:

01-50-00 Temporary Construction

1. Portable restrooms and wash stations

09-91-00 Painting

1. Paint at hollow metal doors, frames, stucco, bollards, and trim.

**The Wave – Aquatic Center**

Painting/Sealing:

09-91-00 Painting

1. Paint at hm doors, frames, stucco, soffits, trim columns, structural steel, wood siding, downspouts, and exteriors.
2. New caulk joints at siding transitions to substrates.

Repair

01-50-00 Temporary Construction

1. Finish protection at TPO roofing.
2. Finish protection at exterior hardscape.
3. Portable restrooms and wash stations.
4. Temporary fencing.

06-10-00 Rough Carpentry

1. Fascia repairs at locker rental structure.
2. Repairs to wood curved fascia of main Wave building.

3. Metal fascia repairs at pool storage building.

06-40-13 Exterior Architectural Work

1. Remove and dispose of existing fiber cement siding and building paper at locations where breakage is greater than 20% (approximately 10,700 SF).
2. Furnish and install vapor barrier (approximately 10,700 SF).
3. Furnish and install (N) cementitious siding (assume Hardie Cedar Mill).
4. Siding repairs at areas with less than 20% breakage- allowance.

10-14-00 Signage

1. Signage removal and reinstallation of (2) signs at main building South elevation where painting and siding replacement will occur.

26-00-50 Electrical Systems

1. Remove and reinstall existing exterior fixtures for siding repairs and painting (approximately 40 light fixtures).

**Heritage Museum & School Building**

Hazardous Materials:

02-50-00 Hazardous Materials Remediation

1. Hazardous material remediation for lead paint at the Museum and School building.
2. Hazardous material remediation for lead paint at (3) accessory buildings.
3. Air monitoring.
4. Hazardous Material training/certifications.

Painting/Sealing:

09-91-00 Painting

1. Painting at doors, frames, windows, shutters, stucco, wood siding, soffits, trims, columns, railings, stairs, and wood decks.
2. Heritage Museum Barn painting.
3. Heritage Museum Shed painting.

Repair:

01-50-00 Temporary Construction

1. Finish protection at exterior landscape.
2. Finish protection at front entry stair.
3. Debris box.
4. Portable restrooms and wash stations.
5. Temporary fencing.
6. Lift rental.

06-10-00 Rough Carpentry

1. Repair damaged wood siding as noted in the architectural drawings.
2. Repair front entry stair as noted in the architectural drawings.
3. Repair front entry landing as noted in the architectural drawings.
4. Repairs at back stair treads, risers, and landing as noted in the architectural drawings.

5. Repair at front stair treads, risers, and landing (approx. 40 lf) as noted in the architectural drawings.
6. Repairs at ceiling boards at front stairs (approx. 30 sf) as noted in the architectural drawings.
7. Repair fascia board as noted in the architectural drawings.
8. Repairs at corner boards as noted in the architectural drawings.
9. Repairs at front wood columns as noted in the architectural drawings.
10. Soffit repairs (approx. 10%) as noted in the architectural drawings.
11. Step flashing at bell tower.
12. Additional allowance for bell tower repairs as necessary.
13. Removal and reinstallation of foundation metal vents and metal grills at windows.
14. Heritage Museum Barn wood siding repairs.
15. Heritage Museum Barn repairs at corner boards.
16. Heritage Museum Barn fascia repairs.
17. Heritage Museum Barn sheathing and plywood repairs.
18. Heritage Museum Barn repairs at sliding door.
19. Site staffing for Heritage Site.

08-50-00 Windows

1. (12) Single hung wood window repairs including protection, epoxy repairs and operation repairs.
2. Screen restoration.
3. Apply WoodEpox consolidating agent as needed.

### Roofing/Gutters:

07-50-50 Roofing

1. Remove and replace asphalt shingle roofing at Museum and School building.
2. Gutter and downspout replacement in-kind. No trenching.
3. New asphalt shingle roofing at storage building.
4. New asphalt shingle roofing at barn building.

## **Old St. Raymond's Church**

### Hazardous Materials:

02-50-00 Hazardous Material Remediation

1. Hazardous Material Remediation includes removal of asbestos roofing at bell tower roof and lead paint abatement to include scaping and capturing loose paint and disposal.
2. Air monitoring (required).

### Painting/Sealing:

09-91-00 Painting

1. Painting at doors, frames, windows, shutters, stucco, wood siding, soffits, trim, columns, railings, stairs, and wood decks.

### Repair:

01-50-00 Temporary Construction

1. Finish protection at exterior landscaping.
2. Weather protection.
3. Lift rental.
4. Temporary fencing.

01-54-23 Scaffolding

1. Scaffolding for church tower access.

06-10-00 Rough Carpentry

1. Repairs to roof sheathing sheets as required (assume 10%).
2. Repairs at wooden eaves and soffits as noted in the architectural drawings.
3. Replace wood fascia boards (assume 75%) as noted in the architectural drawings.
4. Replace (3) wood board steps and risers at back stairs as noted in the architectural drawings.
5. Repair wood siding as noted in the architectural drawings.
6. Replace and repair corner boards at specified locations as noted in the architectural drawings.
7. Repair front stairs as noted in the architectural drawings.
8. Step flashing at bell tower and lower roof as noted in the architectural drawings.
9. Repair woodpecker damage at west elevation as noted in the architectural drawings.
10. Additional allowance for bell tower repairs.
11. Remove siding at the south elevation to inspect for termite damage (approximately 300 SF).
12. Remove 3/8" plywood and install new at south elevation (approximately 300 SF)
13. Substructure termite repairs at south elevation - allowance.

08-50-00 Windows

1. (8) Window repairs, shutters, and repairs at front elevation window.
2. Miscellaneous epoxy repairs.

### Roofing/Gutters

07-50-50 Roofing

1. Remove and replace asphalt shingle roofing.
2. New PVC low slope roofing at Bell Tower.

## **Kolb House**

### Hazardous Materials:

02-50-00 Hazardous Material Remediation

1. Hazardous Material Remediation includes lead paint abatement to include scraping and capturing loose paint and disposal.
2. Air monitoring (required).

### Painting/Sealing:

09-91-00 Painting

1. Painting at doors, frames, windows, shutters, stucco, wood siding, soffits, trim, columns, railings, stairs, and wood decks.

### Repair:

01-50-00 Temporary Construction

1. Finish protection at exterior landscaping.
2. Weather protection.
3. Lift rental.
4. Temporary fencing.

04-01-10 Masonry Cleaning and Restoration

1. Brick repointing.

06-10-00 Rough Carpentry

1. Repairs to wood columns and brackets as noted in the architectural drawings.
2. Repairs at corner board specified locations as noted in the architectural drawings.
3. Repairs at fascia boards as noted in the architectural drawings.
4. Repairs at wood foundation vents as noted in the architectural drawings.
5. Replace treads and risers at south stairs as noted in the architectural drawings.
6. Replace treads and risers at front entry stairs as noted in the architectural drawings.
7. Replace/repair front decking as noted in the architectural drawings.
8. Siding repairs as noted in the architectural drawings.

08-50-00 Windows

1. Wood single hung window restorations (13) windows.
2. Wood casement window restorations (11) windows.

### Roofing/Gutters:

07-60-50 Flashing & Sheet Metal

1. Furnish and install new GSM Gutters and downspouts and strip-in waterproofing.
2. Allowance for new flashing caps at wood projections where necessary.

32-30-00 Site Improvements

1. Trenching and connection of downspout lines to storm drain and in-kind landscape repairs.

## **Sunday School Barn**

### Repair:

01-50-00 Temporary Construction

1. Lift rental.
2. Temporary fencing.

06-10-00 Rough Carpentry

1. Repairs at treads.
2. Exterior siding repairs at West elevation.

### Roofing/Gutters:

07-60-00 Flashing & Sheet Metal

1. Furnish and install new GSM Gutters and downspouts and strip-in waterproofing.

32-30-00 Site Improvements

1. Trenching and connection of downspout lines to storm drain and in-kind landscape repairs.

**Small Kolb House (Kolb House Restrooms)**

### Hazardous Materials:

02-50-00 Hazardous Material Remediation

1. Hazardous Material Remediation includes lead paint abatement to include scraping and capturing loose paint and disposal.
2. Air monitoring (required).

09-91-00 Painting

1. Painting at doors, frames, windows, shutters, stucco, wood siding, soffits, trim, columns, railings, stairs, and wood decks.

### Repair:

01-50-00 Temporary Construction

1. Temporary fencing.

06-10-00 Rough Carpentry

1. Repair stairs and landing as noted in the architectural drawings.
2. Replace/repair corner boards as noted in the architectural drawings.
3. Repairs at wooden stair deck as noted in the architectural drawings.
4. Siding repairs at exterior as noted in the architectural drawings.

08-50-00 Windows

1. Removal and replacement of veneer panels and substrate at exterior wood double door.
2. Window repairs at (1) wood double-hung window.

## EXCLUSIONS

1. Tariff impacts.
2. Evaluate existing standing seam roofs at all locations.
3. Alterations to the existing building core spaces.
4. Accessibility modifications including existing bathrooms, elevators, exiting, doors, door hardware, etc.
5. Tenant work.
6. Arborist and landscaping consultant.
7. Relocation of any existing below grade utilities or building systems.
8. Completion of any work on an overtime basis unless the necessity for accelerating the schedule is the contractor's responsibility.

9. Architectural, engineering or other consultants' fees unless otherwise noted above.
10. Mechanical design fees.
11. Electrical design fees.
12. Cost of insurance over the Plant Construction Company, L.P. standard insurance.
13. Project specific insurance.
14. Builder's Risk, earthquake and flood ***coverage***.

This is a Guaranteed Maximum Price Quotation and is based on the performance of the work at this time. If you wish us to proceed, please sign and return one copy of this quotation. Upon receipt, we will issue a work order.

Cc: Naomi Miroglio, ARG
Alice Valania, ARG
Matthew Worster, SGH
Greg Bonderud, PCCLP
Chris Rivielle, PCCLP
Kelly Stockton, PCCLP
Jeff VanDeWyngaerde, PCCLP

PLANT CONSTRUCTION COMPANY, L.P.

By _____
Phillip Aguilar, As Agent

# 2 Quotation Cost Breakdown

- Summary
- Detail

| *description* | *quantity* | *unit cost* | *total* | *Grand Total Amount* |
|---|---|---|---|---|
| **B01 Civic Center** | | | **3,042,103** | **4,863,395** |
| **B02 Library** | | | **601,365** | **961,400** |
| **B03 Clock Tower** | | | **958,093** | **1,531,699** |
| **B04 Senior Center** | | | **576,295** | **921,320** |
| **B05 Fire Station 16** | | | **395,838** | **632,824** |
| **B06 Fire Station 17** | | | **55,476** | **88,689** |
| **B07 Fire Station 18** | | | **55,476** | **88,689** |
| **B08 Wave** | | | **762,017** | **1,218,233** |
| **B09 Heritage Museum & School Building** | | | **660,027** | **1,055,182** |
| **B10 Old St Raymond Church** | | | **452,564** | **723,512** |
| **B11 Kolb House** | | | **320,837** | **512,920** |
| **B12 Sunday School Barn** | | | **115,932** | **185,340** |
| **B13 Kolb House Restrooms** | | | **59,844** | **95,673** |

| *description* | *rate* | *amount* | *grand total* |
|---|---|---|---|
| **Raw Cost of Work** | | **8,055,869** | **8,055,869** |
| Design Services | 10.000 % | 805,587 | |
| General Requirements | | 564,732 | |
| General Conditions | | 1,387,071 | |
| Design & Estimating Contingency | 4.000 % | 432,530 | |
| Construction Contingency | 5.000 % | 562,289 | |
| Building Permit Allowance | 1.000 % | 118,081 | |
| GC Liability Insurance | 1.600 % | 206,062 | |
| Builders Risk Insurance | 0.500 % | 64,394 | |
| Contractor's Fee | 5.000 % | 609,831 | |
| Gen.Contractor's Bond | | 72,430 | |
| **Total** | | | **12,878,876** |

| *description* | *quantity* | *unit cost* | *total* |
|---|---|---|---|
| **B01 Civic Center** | | | |
| **Glazing** | | | |
| 07-60-00 Flashing and Sheet Metal | | | |
| Furnish and install flashing at perimeter parapets | 1 bid | 95,174.00 | 95,174 |
| Furnish and install flashing at copings above gutters | 1 bid | 83,536.00 | 83,536 |
| Flashing and Sheet Metal | | | 178,710 |
| 08-40-00 Entrances, Storefronts, and Curtain Walls | | | |
| Storefront Systems - Install new and refurbish existing systems per discussions with City. | 1 bid | 1,347,600.00 | 1,347,600 |
| Entrances, Storefronts, and Curtain Walls | | | 1,347,600 |
| 12-20-00 Window Treatments | | | |
| Furnish and install manual Mechoshades at perimeter windows | 1 bid | 23,742.00 | 23,742 |
| Interior scaffold for procurement of work | 1 bid | 1,800.00 | 1,800 |
| 20 gauge angle | 250 lf | 60.00 | 15,000 |
| 14 gauge angle | 250 lf | 70.00 | 17,500 |
| Remove and replace ceiling tile at locations | 1 bid | 14,979.00 | 14,979 |
| Shorten soffits and miscellaneous patching | 1 bid | 11,000.00 | 11,000 |
| New caulking, backer rod and paint at locations | 1 bid | 7,000.00 | 7,000 |
| Window Treatments | | | 91,021 |
| 90-01-00 Allowances | | | |
| Third-party inspections for water testing | 1 allw | 35,000.00 | 35,000 |
| Dublin Arts Center - overtime premium | 1 allw | 35,000.00 | 35,000 |
| Allowances | | | 70,000 |
| **Glazing** | | | **1,687,331** |
| **Painting/Sealing** | | | |
| 01-50-00 Temporary Construction | | | |
| Finish protection at roof above sloped glazing | 1,000 sf | 10.94 | 10,944 |
| Finish protection at interior carpet where storefront repairs occur. | 1,000 sf | 6.43 | 6,432 |
| Finish protection at exterior landscaping | 800 sf | 3.96 | 3,168 |
| Finish protection at roof above sloped glazing - arts center | 800 sf | 7.14 | 5,712 |
| Finish protection at interior carpet - arts center | 800 sf | 7.14 | 5,712 |
| Gradeall lift rental | 8 mon | 2,423.00 | 19,384 |
| Portable restrooms + wash stations | 1 bid | 2,926.00 | 2,926 |
| Temporary fencing (includes privacy screen and weights) | 1 bid | 2,946.00 | 2,946 |
| Temporary Construction | | | 57,224 |
| 07-11-50 Waterproofing | | | |
| Mobilization, protection as required | 1 bid | 23,680.00 | 23,680 |
| Remove 100% of stone mortar joints, clean up interior of joints, install backer rod and sealant joints | 1 bid | 347,750.00 | 347,750 |
| Pressure wash, R&R CMU, 20% of mortar joints, 100% of expansion joints, backer rod and sealant. | 1 bid | 110,100.00 | 110,100 |
| Remove 100% of stone parapet caps sealant joints | 1 bid | 88,160.00 | 88,160 |
| Remove and reinstall metal panels to access flashing over sloped storefront. | 1 bid | 140,000.00 | 140,000 |
| Remove and replace caulking at panels in place at courtyard | 1 bid | 60,000.00 | 60,000 |
| Testing and mock ups | 1 allw | 55,520.00 | 55,520 |

| *description* | *quantity* | *unit cost* | *total* |
|---|---|---|---|
| Waterproofing | | | 825,210 |
| 09-91-00 Painting | | | |
| Clean, spot prime and paint the second story balcony, hollow metal doors | 1 bid | 11,500.00 | 11,500 |
| Clean, spot prime and paint metal parapet cap | 1 bid | 10,460.00 | 10,460 |
| Clean, spot prime and paint handrails and bollards | 1 bid | 4,200.00 | 4,200 |
| Clean, spot prime and paint light fixtures (poles and bollard lights) | 1 bid | 6,100.00 | 6,100 |
| Clean, spot prime and paint flag poles | 1 bid | 5,200.00 | 5,200 |
| Clean, spot prime and paint steel trellis | 1 bid | 29,000.00 | 29,000 |
| Painting | | | 66,460 |
| 10-14-00 Signage | | | |
| Signage removal and reinstallation | 1 bid | 3,916.00 | 3,916 |
| Civic Center Emblem/Seal restoration (2 ea) - allowance | 2 loc | 2,500.00 | 5,000 |
| Signage | | | 8,916 |
| 32-88-00 Landscaping and Irrigation | | | |
| Landscaping, triming and repairs - allowance | 1 allw | 15,000.00 | 15,000 |
| Landscaping and Irrigation | | | 15,000 |
| **Painting/Sealing** | | | **972,810** |
| **Roofing/Gutters** | | | |
| 07-50-50 Roofing | | | |
| Gutter replacement with new stainless steel gutters. | 1 bid | 54,242.00 | 54,242 |
| New PVC roofing at bike storage (approximately 461 sf) | 1 bid | 14,403.00 | 14,403 |
| New PVC roofing at maintenance and storage area (approximately 997 sf) | 1 bid | 28,164.00 | 28,164 |
| New PVC roofing at evidence storage (approximately 494 sf) | 1 bid | 15,841.00 | 15,841 |
| Gutter repair, membrane and downspout connections - allowance | 1 allw | 50,000.00 | 50,000 |
| Install sloped plywood gutter substrate - allowance | 1 allw | 100,000.00 | 100,000 |
| Roofing | | | 262,650 |
| 26-50-00 Lighting | | | |
| Remove existing roof line LED lights at roof stone cap and reinstall | 1 bid | 91,655.00 | 91,655 |
| Reinstall new raceways to each fixture including j-boxes and rewiring | 1 bid | 27,657.00 | 27,657 |
| Lighting | | | 119,312 |
| **Roofing/Gutters** | | | **381,962** |
| **B01 Civic Center** | | | **3,042,103** |
| **B02 Library** | | | |
| **Painting/Sealing** | | | |
| 09-91-00 Painting | | | |
| Paint at hm doors, frames, stucco, trim, columns, steel canopy, and downspouts | 1 bid | 65,000.00 | 65,000 |
| Painting | | | 65,000 |
| **Painting/Sealing** | | | **65,000** |
| **Repair** | | | |

| *description* | *quantity* | *unit cost* | *total* |
|---|---|---|---|
| 01-50-00 Temporary Construction | | | |
| Finish protection at TPO roofing | 1,600 sf | 4.02 | 6,432 |
| Finish protection at rotunda entry | 1,000 sf | 6.01 | 6,012 |
| Finish protection at exterior landscaping | 2,000 sf | 4.58 | 9,168 |
| Debris box | 1 ea | 1,500.00 | 1,500 |
| Weather protection | 1 allw | 10,000.00 | 10,000 |
| Temporary fencing (includes weights) | 1 bid | 662.00 | 662 |
| Temporary Construction | | | 33,774 |
| 01-54-23 Scaffolding | | | |
| Scaffold stair tower for roof access (includes 1st 30 days) | 1 bid | 8,178.00 | 8,178 |
| Stair tower for roof/gutter access monthly rental | 2 mon | 448.00 | 896 |
| Scaffolding | | | 9,074 |
| 07-11-50 Waterproofing | | | |
| Remove and replace 100% of (E) mortar joints at stone wainscotting and replace with sealant or grout. | 1 bid | 10,255.00 | 10,255 |
| Stone veneer repointing - allowance | 1 allw | 5,000.00 | 5,000 |
| Stone coping sealant replacement (assumes 4880 lf) | 1 bid | 89,460.00 | 89,460 |
| Remove (E) vertical joints at stucco, install new backer rod and sealant joints (assumes 660 lf) | 1 bid | 11,180.00 | 11,180 |
| Waterproofing | | | 115,895 |
| 10-14-00 Signage | | | |
| Signage removal and reinstallation | 1 allw | 5,068.00 | 5,068 |
| Signage | | | 5,068 |
| **Repair** | | | **163,811** |
| **Roofing/Gutters** | | | |
| 07-50-50 Roofing | | | |
| Gutter repair allowance | 1 allw | 25,000.00 | 25,000 |
| Gutter replacement with new stainless steel gutters. | 1 bid | 92,674.00 | 92,674 |
| Remove and reinstall stone coping | 1 bid | 152,895.00 | 152,895 |
| Install sloped plywood gutter substrate | 1 bid | 98,740.00 | 98,740 |
| Roofing | | | 369,309 |
| 07-60-00 Flashing and Sheet Metal | | | |
| Replace ridge fasteners with new gasketed fasteners at standing seam roofs | 1 bid | 3,245.00 | 3,245 |
| Flashing and Sheet Metal | | | 3,245 |
| **Roofing/Gutters** | | | **372,554** |
| **B02 Library** | | | **601,365** |
| **B03 Clock Tower** | | | |
| **Repair** | | | |
| 01-50-00 Temporary Construction | | | |
| Finish protection at landscaping and sidewalk | 320 sf | 5.40 | 1,728 |
| Temporary fencing (includes privacy screen and weights) | 1 bid | 2,051.00 | 2,051 |

| *description* | *quantity* | *unit cost* | *total* |
|---|---|---|---|
| 01-50-00 Temporary Construction | | | |
| Debris boxes | 3 ea | 1,500.00 | 4,500 |
| Temporary Construction | | | 8,279 |
| | | | |
| 01-54-23 Scaffolding | | | |
| Scaffolding bid (includes 1st 30 days) | 1 bid | 23,555.00 | 23,555 |
| Scaffolding monthly rental | 1 mon | 800.00 | 800 |
| Scaffolding | | | 24,355 |
| | | | |
| 04-01-10 Masonry Cleaning and Restoration | | | |
| Remove and dispose of existing stone veneer | 1 bid | 39,675.00 | 39,675 |
| New stone installation | 1 bid | 165,000.00 | 165,000 |
| Remove existing gyp board at stone veneer | 2,400 sf | 8.46 | 20,299 |
| Furnishing new stone | 1 bid | 129,620.00 | 129,620 |
| Mock ups | 1 bid | 10,530.00 | 10,530 |
| Masonry Cleaning and Restoration | | | 365,124 |
| | | | |
| 06-10-00 Rough Carpentry | | | |
| Repair or reinforce light gauge framing, including additional framing required for new ext. envelope (assume 30%) | 1 loc | 69,480.00 | 69,480 |
| New ventilation openings framing (assume 6 openings) | 4 loc | 1,071.00 | 4,284 |
| New densglass sheathing (approximately (3600 sf) | 75 ea | 511.20 | 38,340 |
| Rough Carpentry | | | 112,104 |
| | | | |
| 07-11-50 Waterproofing | | | |
| Install new vapor barrier at substrate (approx 3600 sf) | 1 bid | 18,400.00 | 18,400 |
| Waterproofing | | | 18,400 |
| | | | |
| 07-42-10 Exterior Wall Surfaces | | | |
| Removal and disposal of all metal panels | 60 ea | 639.10 | 38,346 |
| Furnish and install new metal panels in-kind. | 1 bid | 98,720.00 | 98,720 |
| Exterior Wall Surfaces | | | 137,066 |
| | | | |
| 08-30-00 Special Doors | | | |
| Remove existing access hatch and install new - allowance | 1 allw | 7,500.00 | 7,500 |
| Special Doors | | | 7,500 |
| | | | |
| 26-00-50 Electrical Systems | | | |
| Remove and replace (E) service lights, provide new power and control wires | 1 bid | 82,110.00 | 82,110 |
| Provide and install new clock system and lighting - include clock controller and clock hands | 1 bid | 52,555.00 | 52,555 |
| Electrical Systems | | | 134,665 |
| | | | |
| 32-30-00 Site Improvements | | | |
| Landscape repairs and sprinkler system repair/replacement | 1 bid | 22,500.00 | 22,500 |
| Sawcutting of tower hardscape | 1 bid | 4,500.00 | 4,500 |
| Demo and offhaul for existing hardscape - 290sf | 1 bid | 5,500.00 | 5,500 |
| Demo and offhaul for existing sidewalk - 545sf | 1 bid | 6,800.00 | 6,800 |
| Fine grading around tower as required - 835sf | 1 bid | 5,500.00 | 5,500 |
| In-kind replacement of concrete hardscape and sidewalk removed as required | 1 bid | 50,800.00 | 50,800 |

| *description* | *quantity* | | *unit cost* | *total* |
|---|---|---|---|---|
| 32-30-00 Site Improvements | | | | |
| New embeded tile at concrete slab (material only) | 1 | allw | 10,000.00 | 10,000 |
| Site Improvements | | | | 105,600 |
| 90-01-00 Allowances | | | | |
| Structural design services - allowance | 1 | allw | 45,000.00 | 45,000 |
| Allowances | | | | 45,000 |
| **Repair** | | | | **958,093** |
| **B03 Clock Tower** | | | | **958,093** |
| **B04 Senior Center** | | | | |
| **Painting/Sealing** | | | | |
| 09-91-00 Painting | | | | |
| Paint at hm doors, frames, stucco, eves, trim and bollards | 1 | bid | 65,000.00 | 65,000 |
| Painting | | | | 65,000 |
| **Painting/Sealing** | | | | **65,000** |
| **Repair** | | | | |
| 01-50-00 Temporary Construction | | | | |
| Finish protection at exterior fascia repairs | 1,280 | sf | 8.55 | 10,944 |
| Finish roof protection at interior clerestory window | 400 | sf | 7.14 | 2,856 |
| Interior finish protection at raised clerestory window | 160 | sf | 17.10 | 2,736 |
| Debris box | 1 | ea | 1,500.00 | 1,500 |
| Weather protection | 1 | bid | 20,000.00 | 20,000 |
| Gradeall lift rental | 2 | mon | 2,500.00 | 5,000 |
| Portable restrooms + wash stations | 1 | bid | 826.10 | 826 |
| Temporary fencing (includes weights) | 1 | bid | 996.00 | 996 |
| Stairtower with ramp to roof center area (includes 1st 30 days) | 1 | bid | 20,695.00 | 20,695 |
| Stairtower monthly rental | 1 | mon | 760.00 | 760 |
| Temporary Construction | | | | 66,313 |
| 04-01-10 Masonry Cleaning and Restoration | | | | |
| Remove stone at entry window for inspection of framing and substrate | 1 | bid | 1,825.00 | 1,825 |
| Remove and replace loose stone cladding at entry and NW corner - allowance | 1 | allw | 18,230.00 | 18,230 |
| Masonry Cleaning and Restoration | | | | 20,055 |
| **Repair** | | | | **86,368** |
| **Roofing/Gutters** | | | | |
| 06-10-00 Rough Carpentry | | | | |
| Repair dry rot at mechanical well walls (assume 10%, 4x8 plywood sheets) | 360 | sf | 22.30 | 8,028 |
| Additional dry rot repairs at fascia at Northwest elevation | 1 | loc | 7,893.00 | 7,893 |
| Rough Carpentry | | | | 15,921 |
| 07-50-50 Roofing | | | | |
| Remove, offhaul and replace TPO roofing system with new modified bitumem built-up roofing - no insulation | 1 | bid | 308,690.00 | 308,690 |

| *description* | *quantity* | *unit cost* | *total* |
|---|---|---|---|
| 07-50-50 Roofing | | | |
| Repair roof drain openings | 12 ea | 650.00 | 7,800 |
| Roof plywood repairs (remove and replace) at flat roofs (assumes 10%, 4x8 plywood sheets) - allowance | 16 ea | 1,000.00 | 16,000 |
| Roofing | | | 332,490 |
| 08-30-00 Special Doors | | | |
| Replace (2) access doors on mechanical screen walls | 2 ea | 4,506.00 | 9,012 |
| Replace (2) roof hatch with thermally insulated hatches, raise roof hatch to establish 8" min flashing height | 2 ea | 6,762.00 | 13,524 |
| Special Doors | | | 22,536 |
| 08-50-00 Windows | | | |
| Salvage and reinstall (E) clerestory windows, install backer rod and perimeter sealant | 6 loc | 1,100.00 | 6,600 |
| Windows | | | 6,600 |
| 08-60-00 Skylights | | | |
| Raise skylight curbs, extend interior finishes | 1 loc | 28,330.00 | 28,330 |
| Salvage and reinstall skylight | 1 loc | 12,600.00 | 12,600 |
| Skylights | | | 40,930 |
| 23-00-50 HVAC | | | |
| Remove (3) refrigerator compressor and curbs | 3 ea | 2,150.00 | 6,450 |
| HVAC | | | 6,450 |
| **Roofing/Gutters** | | | **424,927** |
| **B04 Senior Center** | | | **576,295** |
| **B05 Fire Station 16** | | | |
| **Painting/Sealing** | | | |
| 09-91-00 Painting | | | |
| Exterior paint at hollow metal doors and frames, coiling door jambs, lintels, stucco, bollards and trim | 1 bid | 36,000.00 | 36,000 |
| Painting | | | 36,000 |
| **Painting/Sealing** | | | **36,000** |
| **Repair** | | | |
| 01-50-00 Temporary Construction | | | |
| Portable restrooms + wash stations | 1 bid | 826.00 | 826 |
| Temporary Construction | | | 826 |
| 08-50-00 Windows | | | |
| Remove and replace perimeter sealant at (22) clerestory windows, install new backer rod and sealant | 1 bid | 12,600.00 | 12,600 |
| Windows | | | 12,600 |
| 23-00-50 HVAC | | | |
| Remove existing HVAC equipment and provide new HVAC | 1 bid | 130,130.00 | 130,130 |

| *description* | *quantity* | *unit cost* | *total* |
|---|---|---|---|
| 23-00-50 HVAC | | | |
| Design drawings for permitting | 1 allw | 6,250.00 | 6,250 |
| Testing, adjusting, and balancing | 1 bid | 4,600.00 | 4,600 |
| Electrical disconnect/reconnect | 1 bid | 5,400.00 | 5,400 |
| Crane mobilization for removal and installation of new HVAC (assume 2 mobilizations) | 2 ea | 10,000.00 | 20,000 |
| HVAC | | | 166,380 |
| **Repair** | | | **179,806** |
| **Roofing/Gutters** | | | |
| 06-10-00 Rough Carpentry | | | |
| Anchorage for telecom equipment at roof - allowance | 1 allw | 15,000.00 | 15,000 |
| Rough Carpentry | | | 15,000 |
| 07-50-50 Roofing | | | |
| New silicone coating over existing roof | 1 bid | 57,636.00 | 57,636 |
| Safe-off, remove, and reinstall solar panels for roofing scope (conduit and inverter to remain) | 1 bid | 54,896.00 | 54,896 |
| Replacement of solar panels (if required) | 1 allw | 7,500.00 | 7,500 |
| Moisture testing and scanning of existing roof prior to new coating | 1 allw | 15,000.00 | 15,000 |
| Miscellaenous repairs and patching of roof per moisture test and scanning | 1 allw | 20,000.00 | 20,000 |
| Waterproofing repairs associated with telecom equipment scope | 1 allw | 5,000.00 | 5,000 |
| Design allowance for structural roof anchorage and waterproofing assemblies for telecom equipment | 1 allw | 5,000.00 | 5,000 |
| Roofing | | | 165,032 |
| **Roofing/Gutters** | | | **180,032** |
| **B05 Fire Station 16** | | | **395,838** |
| **B06 Fire Station 17** | | | |
| **Painting/Sealing** | | | |
| 01-50-00 Temporary Construction | | | |
| Portable restrooms + wash stations | 1 bid | 476.00 | 476 |
| Temporary Construction | | | 476 |
| 09-91-00 Painting | | | |
| Paint at hollow metal doors, frames, stucco, bollards, and trim | 1 bid | 55,000.00 | 55,000 |
| Painting | | | 55,000 |
| **Painting/Sealing** | | | **55,476** |
| **B06 Fire Station 17** | | | **55,476** |
| **B07 Fire Station 18** | | | |
| **Painting/Sealing** | | | |
| 01-50-00 Temporary Construction | | | |
| Portable restrooms + wash stations | 1 bid | 476.00 | 476 |
| Temporary Construction | | | 476 |

| *description* | *quantity* | *unit cost* | *total* |
|---|---|---|---|
| 09-91-00 Painting | | | |
| Paint at hollow metal doors, frames, stucco, bollards, and trim | 1 bid | 55,000.00 | 55,000 |
| Painting | | | 55,000 |
| **Painting/Sealing** | | | **55,476** |
| **B07 Fire Station 18** | | | **55,476** |
| **B08 Wave** | | | |
| **Painting/Sealing** | | | |
| 09-91-00 Painting | | | |
| Paint at hm doors, frames, stucco, soffits, trim columns, structural steel, wood siding, downspouts, exteriors | 1 bid | 116,400.00 | 116,400 |
| Caulk joints at siding transitions | 1 bid | 6,000.00 | 6,000 |
| Painting | | | 122,400 |
| **Painting/Sealing** | | | **122,400** |
| **Repair** | | | |
| 01-50-00 Temporary Construction | | | |
| Finish protection at TPO roofing | 1,280 sf | 7.16 | 9,167 |
| Finish protection at exterior hardscape | 1,600 sf | 4.70 | 7,512 |
| Portable restrooms + wash stations | 1 bid | 1,176.00 | 1,176 |
| Temporary fencing (includes weights) | 1 bid | 996.00 | 996 |
| Temporary Construction | | | 18,851 |
| 06-10-00 Rough Carpentry | | | |
| Fascia repairs at locker rental | 40 lf | 122.10 | 4,884 |
| Repairs to wood curved fascia of main Wave building | 40 lf | 617.50 | 24,700 |
| Pool storage building repairs at metal fascia | 1 bid | 26,911.00 | 26,911 |
| Rough Carpentry | | | 56,495 |
| 06-40-13 Exterior Architectural Woodwork | | | |
| Remove and replace fiber cement siding, remove building paper, install vapor barrier (approx 10,700 sf) | 1 bid | 491,774.00 | 491,774 |
| Siding repairs at area with less than 20% breakage | 1 allw | 12,000.00 | 12,000 |
| Exterior Architectural Woodwork | | | 503,774 |
| 10-14-00 Signage | | | |
| Signage removal and reinstallation of (2) signs at main building South elevation where siding repairs occur. | 1 bid | 7,597.00 | 7,597 |
| Signage | | | 7,597 |
| 26-00-50 Electrical Systems | | | |
| Remove, salvage and reinstall (40) existing exterior fixtures for siding repairs | 1 bid | 52,900.00 | 52,900 |
| Electrical Systems | | | 52,900 |
| **Repair** | | | **639,617** |

| *description* | *quantity* | *unit cost* | *total* |
|---|---|---|---|
| **B08 Wave** | | | **762,017** |
| **B09 Heritage Museum & School Building** | | | |
| **HAZMAT** | | | |
| 02-50-00 Hazardous Materials Remediation | | | |
| Hazardous materials remediation - Museum/School building - lead paint | 1 bid | 34,000.00 | 34,000 |
| Hazardous materials remediation for (3) accessory buildings - lead paint | 1 bid | 10,389.00 | 10,389 |
| Air Monitoring Services for Heritage Museum (required) | 1 loc | 1,375.00 | 1,375 |
| Hazmat training/certification for work at Heritage site | 2 ea | 2,500.00 | 5,000 |
| Hazardous Materials Remediation | | | 50,764 |
| **HAZMAT** | | | **50,764** |
| **Painting/Sealing** | | | |
| 09-91-00 Painting | | | |
| Paint at doors, frames, windows, shutters, stucco, wood siding, soffits, trim, columns, railings, stairs, wood decks | 1 bid | 70,080.00 | 70,080 |
| Heritage Museum - Barn Painting | 1 bid | 6,000.00 | 6,000 |
| Heritage Museum - Shed Painting | 1 bid | 6,000.00 | 6,000 |
| Painting | | | 82,080 |
| **Painting/Sealing** | | | **82,080** |
| **Repair** | | | |
| 01-50-00 Temporary Construction | | | |
| Finish protection at exterior landscape | 1,500 sf | 3.00 | 4,506 |
| Finish protection at front entry stair | 80 lf | 10.05 | 804 |
| Debris box | 1 ea | 1,500.00 | 1,500 |
| Portable restrooms + wash stations | 1 bid | 2,226.00 | 2,226 |
| Temporary fencing for laydown area, Museum and Accessory Buildings (includes privacy screen weights) | 1 bid | 3,831.00 | 3,831 |
| Gradeall lift rental | 6 wk | 1,100.00 | 6,600 |
| Temporary Construction | | | 19,467 |
| 06-10-00 Rough Carpentry | | | |
| Repair damaged wood siding as noted in architectural drawings | 96 lf | 501.25 | 48,120 |
| Repair front entry stair as noted in architectural drawings | 1 loc | 6,762.00 | 6,762 |
| Repair front entry landing as noted in architectural drawings | 40 lf | 63.90 | 2,556 |
| Rebuild back stairs, treads, risers and landing as noted in architectural drawings | 1 loc | 7,893.00 | 7,893 |
| Repair front stair treads, risers, and landing as noted in architectural drawings (approx 40 lf) | 3 loc | 3,734.00 | 11,202 |
| Repair ceiling boards at front stair ceiling as noted in architectural drawings (approx 30 sf) | 1 loc | 3,156.00 | 3,156 |
| Repair fascia boards as noted in architectural drawings (approx 10%) | 30 lf | 202.40 | 6,072 |
| Replace / repair corner boards as noted in architectural drawings | 12 ea | 657.00 | 7,884 |
| Repair front wood column top & bottom and add epoxy wood filler as noted in architectural drawings | 1 loc | 3,834.00 | 3,834 |
| Repair soffit as noted in architectural drawings | 33 lf | 307.56 | 10,149 |
| Step flashing at bell tower | 70 lf | 139.63 | 9,774 |
| Repair bell tower - allowance | 1 allw | 15,000.00 | 15,000 |
| Remove and reinstall foundation metal vents | 22 ea | 288.82 | 6,354 |

| *description* | *quantity* | *unit cost* | *total* |
|---|---|---|---|
| 06-10-00 Rough Carpentry | | | |
| Remove and reinstall metal grills @ clearstory windows | 7 ea | 655.28 | 4,587 |
| Heritage Museum Barn - repair wood siding | 134 sf | 58.90 | 7,893 |
| Heritage Museum Barn - Repair/replace corner boards | 80 lf | 53.55 | 4,284 |
| Heritage Museum Barn - Repair fascia boards | 64 lf | 64.59 | 4,134 |
| Heritage Museum Barn - Overlay skip sheathing and 1/2" plywood | 900 sf | 7.01 | 6,312 |
| Heritage Museum Barn - Remove repair rolling door, remove and replace 3 bottom siding boards | 1 ea | 4,887.00 | 4,887 |
| Carpenter Foreman (entire Heritage Site) | 15 wks | 6,440.00 | 96,600 |
| Laborer (entire Heritage Site) | 15 wks | 4,660.00 | 69,900 |
| Rough Carpentry | | | 337,353 |
| 08-50-00 Windows | | | |
| Single hung wood window repairs - include protection, epoxy repairs, and operation repairs. | 12 ea | 1,500.00 | 18,000 |
| Screen restoration | 1 bid | 15,000.00 | 15,000 |
| Windows | | | 33,000 |
| **Repair** | | | **389,820** |
| **Roofing/Gutters** | | | |
| 07-50-50 Roofing | | | |
| Remove and replace asphalt shingle roofing and gutter replacement in-kind | 1 bid | 119,763.00 | 119,763 |
| Heritage Museum Storage Building - remove and replace shingle roofing | 1 bid | 8,800.00 | 8,800 |
| Heritage Museum Barn Building - remove and replace shingle roofing | 1 bid | 8,800.00 | 8,800 |
| Roofing | | | 137,363 |
| **Roofing/Gutters** | | | **137,363** |
| **B09 Heritage Museum & School Building** | | | **660,027** |
| **B10 Old St Raymond Church** | | | |
| **HAZMAT** | | | |
| 02-50-00 Hazardous Materials Remediation | | | |
| Hazardous Material Remediation - asbestos | 1 bid | 2,545.00 | 2,545 |
| Hazardous Material Remediation - lead paint | 1 bid | 46,600.00 | 46,600 |
| Air Monitoring Services for Old St. Raymond's Church (required) | 1 loc | 1,375.00 | 1,375 |
| Hazardous Materials Remediation | | | 50,520 |
| **HAZMAT** | | | **50,520** |
| **Painting/Sealing** | | | |
| 09-91-00 Painting | | | |
| Paint at doors, frames, windows, shutters, stucco, wood siding, soffits, trim, columns, railings, stairs, wood decks | 1 bid | 78,805.00 | 78,805 |
| Painting | | | 78,805 |
| **Painting/Sealing** | | | **78,805** |
| **Repair** | | | |

| *description* | *quantity* | *unit cost* | *total* |
|---|---|---|---|
| 01-50-00 Temporary Construction | | | |
| Finish protection at exterior landscaping | 1,750 sf | 0.90 | 1,579 |
| Weather protection | 4 wk | 850.00 | 3,400 |
| Gradeall lift rental | 6 wk | 1,100.00 | 6,600 |
| Temporary fencing (includes weights) | 1 bid | 1,794.00 | 1,794 |
| Temporary Construction | | | 13,373 |
| 01-54-23 Scaffolding | | | |
| Scaffolding bid (includes 1st 30 days) | 1 bid | 29,140.00 | 29,140 |
| Scaffolding monthly rental | 5 mon | 1,600.00 | 8,000 |
| Scaffolding | | | 37,140 |
| 06-10-00 Rough Carpentry | | | |
| Repair to roof sheathing sheets (assume 10%) | 7 ea | 1,041.86 | 7,293 |
| Repairs at wooden eaves and soffits as noted in architectural drawings | 70 lf | 209.44 | 14,661 |
| Replace wood fascia boards (assume 75%) as noted in architectural drawings | 60 lf | 140.30 | 8,418 |
| Replace three wood board steps and risers at back stairs as noted in architectural drawings | 12 lf | 225.50 | 2,706 |
| Repair wood siding as noted in architectural drawings | 4 loc | 3,382.50 | 13,530 |
| Replace and repair corner boards at specified locations as noted in architectural drawings | 180 lf | 64.60 | 11,628 |
| Repair front stairs as noted in architectural drawings | 24 lf | 162.75 | 3,906 |
| Step flashing @ bell tower cut siding as noted in architectural drawings | 80 lf | 137.18 | 10,974 |
| Step flashing @ lower roof cut siding as noted in architectural drawings | 72 lf | 150.33 | 10,824 |
| Repair woodpecker damage at west elevation as noted in architectural drawings | 1 loc | 5,262.00 | 5,262 |
| Repairs at bell tower - allowance | 1 allw | 15,000.00 | 15,000 |
| Remove and replace termite damaged siding at south elevation (approx 300 sf) | 1,000 lf | 21.03 | 21,030 |
| Remove 3/8" plywood sheets and install new at south elevation (approx 300 sf) | 12 ea | 626.50 | 7,518 |
| Substructure termite repairs at south elevation | 1 allw | 7,500.00 | 7,500 |
| Rough Carpentry | | | 140,250 |
| 08-50-00 Windows | | | |
| Repair and restore historic windows and gothic style window at front elevation | 1 bid | 13,500.00 | 13,500 |
| Windows | | | 13,500 |
| **Repair** | | | **204,262** |
| **Roofing/Gutters** | | | |
| 07-50-50 Roofing | | | |
| Remove and replace asphalt shingle roofing | 1 bid | 109,544.00 | 109,544 |
| New PVC low slope roofing at Bell Tower | 1 bid | 9,433.00 | 9,433 |
| Roofing | | | 118,977 |
| **Roofing/Gutters** | | | **118,977** |
| **B10 Old St Raymond Church** | | | **452,564** |
| **B11 Kolb House** | | | |
| **HAZMAT** | | | |
| 02-50-00 Hazardous Materials Remediation | | | |
| Hazardous materials remediation - lead paint | 1 bid | 59,124.00 | 59,124 |

| *description* | *quantity* | *unit cost* | *total* |
|---|---|---|---|
| 02-50-00 Hazardous Materials Remediation | | | |
| Air Monitoring Services for Kolb House (required) | 1 loc | 1,375.00 | 1,375 |
| Hazardous Materials Remediation | | | 60,499 |
| **HAZMAT** | | | **60,499** |
| **Painting/Sealing** | | | |
| 09-91-00 Painting | | | |
| Paint at doors, frames, windows, shutters, stucco, wood siding, soffits, trim, columns, railings, stairs, wood decks | 1 bid | 49,400.00 | 49,400 |
| Painting | | | 49,400 |
| **Painting/Sealing** | | | **49,400** |
| **Repair** | | | |
| 01-50-00 Temporary Construction | | | |
| Finish protection at exterior landscaping | 1,600 sf | 0.99 | 1,578 |
| Weather protection | 4 wk | 850.00 | 3,400 |
| Gradeall lift rental | 6 wk | 1,100.00 | 6,600 |
| Temporary fencing (includes weights) | 1 bid | 1,317.00 | 1,317 |
| Temporary Construction | | | 12,895 |
| 04-01-10 Masonry Cleaning and Restoration | | | |
| Brick repointing | 500 lf | 10.50 | 5,250 |
| Masonry Cleaning and Restoration | | | 5,250 |
| 06-10-00 Rough Carpentry | | | |
| Repairs to wood columns and brackets as noted in architectural drawings | 3 loc | 814.50 | 2,444 |
| Repairs at corner board specified locations as noted in architectural drawings | 140 lf | 26.83 | 3,756 |
| Repairs at fascia boards as noted in architectural drawings | 128 lf | 69.89 | 8,946 |
| Repairs at wood foundation vents as noted in architectural drawings | 10 loc | 240.60 | 2,406 |
| Replace treads and risers a south stairs as noted in architectural drawings | 12 lf | 225.50 | 2,706 |
| Replace treads and risers a front entry stairs as noted in architectural drawings | 24 lf | 131.50 | 3,156 |
| Replace/repair front decking as noted in architectural drawings | 220 lf | 26.97 | 5,934 |
| Siding repairs as noted in architectural drawings | 426 sf | 62.96 | 26,821 |
| Rough Carpentry | | | 56,168 |
| 08-50-00 Windows | | | |
| Single hung window restoration | 13 ea | 1,500.00 | 19,500 |
| Casement window restoration | 11 ea | 1,950.00 | 21,450 |
| Windows | | | 40,950 |
| **Repair** | | | **115,263** |
| **Roofing/Gutters** | | | |
| 07-60-00 Flashing and Sheet Metal | | | |
| Furnish and install new GSM gutters and downspouts and strip-in waterproofing | 1 bid | 17,800.00 | 17,800 |
| Provide flashing caps at wood projections as necessary - allowance | 1 allw | 5,000.00 | 5,000 |
| Flashing and Sheet Metal | | | 22,800 |

| *description* | *quantity* | *unit cost* | *total* |
|---|---|---|---|
| 32-30-00 Site Improvements | | | |
| Trenching, connection to storm drain, and in-kind landscape repairs | 1 bid | 72,875.00 | 72,875 |
| Site Improvements | | | 72,875 |
| **Roofing/Gutters** | | | **95,675** |
| **B11 Kolb House** | | | **320,837** |
| **B12 Sunday School Barn** | | | |
| **Repair** | | | |
| 01-50-00 Temporary Construction | | | |
| Gradeall lift rental | 6 wk | 1,100.00 | 6,600 |
| Temporary fencing (includes weights) | 1 bid | 561.00 | 561 |
| Temporary Construction | | | 7,161 |
| 06-10-00 Rough Carpentry | | | |
| Repair treads | 6 ea | 902.00 | 5,412 |
| Siding repairs at West Elevation | 2,200 lf | 19.35 | 42,559 |
| Rough Carpentry | | | 47,971 |
| **Repair** | | | **55,132** |
| **Roofing/Gutters** | | | |
| 07-60-00 Flashing and Sheet Metal | | | |
| Furnish and install new GSM gutters and downspouts and strip-in waterproofing | 1 bid | 17,800.00 | 17,800 |
| Flashing and Sheet Metal | | | 17,800 |
| 32-30-00 Site Improvements | | | |
| Trenching, connection to storm drain and landscape repairs | 1 bid | 43,000.00 | 43,000 |
| Site Improvements | | | 43,000 |
| **Roofing/Gutters** | | | **60,800** |
| **B12 Sunday School Barn** | | | **115,932** |
| **B13 Kolb House Restrooms** | | | |
| **HAZMAT** | | | |
| 02-50-00 Hazardous Materials Remediation | | | |
| Hazardous materials remediation - lead paint | 1 bid | 16,400.00 | 16,400 |
| Air Monitoring Services for Kolb House Restrooms (required) | 1 loc | 1,375.00 | 1,375 |
| Hazardous Materials Remediation | | | 17,775 |
| **HAZMAT** | | | **17,775** |
| **Painting/Sealing** | | | |
| 09-91-00 Painting | | | |
| Paint at doors, frames, windows, shutters, stucco, wood siding, soffits, trim, columns, railings, stairs, wood decks | 1 bid | 11,000.00 | 11,000 |

| *description* | *quantity* | *unit cost* | *total* |
|---|---|---|---|
| Painting | | | 11,000 |
| **Painting/Sealing** | | | **11,000** |
| **Repair** | | | |
| 01-50-00 Temporary Construction | | | |
| Temporary fencing (includes weights) | 1 bid | 561.00 | 561 |
| Temporary Construction | | | 561 |
| 06-10-00 Rough Carpentry | | | |
| Repair stairs and landing as noted in architectural drawings | 1 loc | 3,306.00 | 3,306 |
| Replace/repair corner boards as noted in architectural drawings | 6 loc | 501.00 | 3,006 |
| Repair wooden stair/deck as noted in architectural drawings | 1 loc | 2,631.00 | 2,631 |
| Siding repairs as noted in architectural drawings | 1,200 sf | 9.71 | 11,656 |
| Rough Carpentry | | | 20,599 |
| 08-50-00 Windows | | | |
| Remove and replace veneer panels and substrate at (1) exterior wood double door | 12 ea | 552.90 | 6,635 |
| Window repairs at (1) double hung window | 1 loc | 3,275.00 | 3,275 |
| Windows | | | 9,910 |
| **Repair** | | | **31,069** |
| **B13 Kolb House Restrooms** | | | **59,844** |

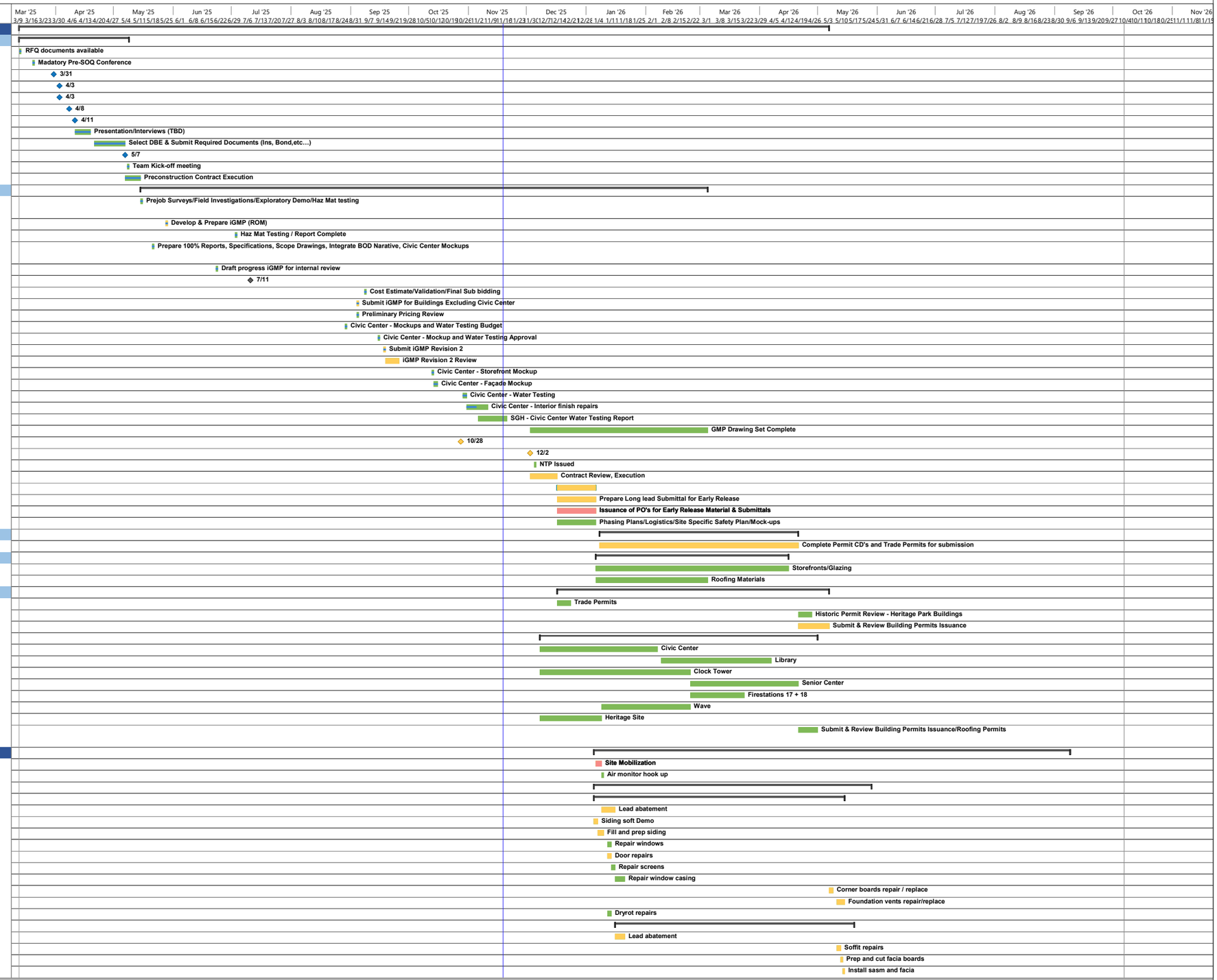
| *description* | *rate* | *amount* | *grand total* |
|---|---|---|---|
| **Raw Cost of Work** | | **8,055,869** | **8,055,869** |
| Design Services | 10.000 % | 805,587 | |
| General Requirements | | 564,732 | |
| General Conditions | | 1,387,071 | |
| Design & Estimating Contingency | 4.000 % | 432,530 | |
| Construction Contingency | 5.000 % | 562,289 | |
| Building Permit Allowance | 1.000 % | 118,081 | |
| GC Liability Insurance | 1.600 % | 206,062 | |
| Builders Risk Insurance | 0.500 % | 64,394 | |
| Contractor's Fee | 5.000 % | 609,831 | |
| Gen.Contractor's Bond | | 72,430 | |
| **Total** | | | **12,878,876** |

# 3 Construction Schedule

City Of Dublin Exterior Improvements
GMP Project Schedule

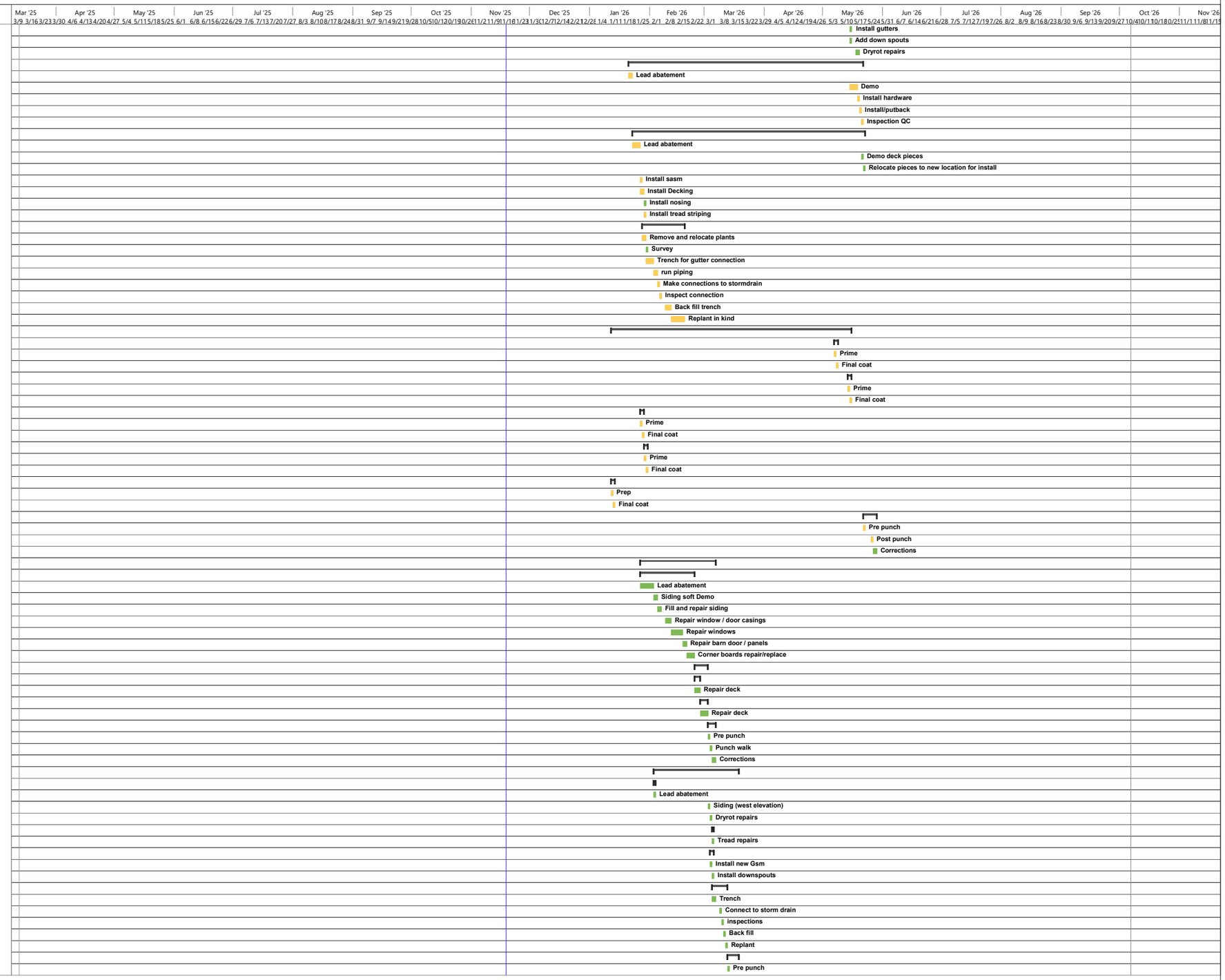
PLANT

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 1 | **PRECONSTRUCTION PHASE SERVICES** | **289 days** | **Thu 3/13/25** | **Wed 5/6/26** |
| 2 | **Service Solicitation** | **41 days** | **Thu 3/13/25** | **Thu 5/8/25** |
| 3 | RFQ documents available | 1 day | Thu 3/13/25 | Thu 3/13/25 |
| 4 | Madatory Pre-SOQ Conference | 1 day | Thu 3/20/25 | Thu 3/20/25 |
| 5 | SOQ Questionnaire Submission due | 0 days | Mon 3/31/25 | Mon 3/31/25 |
| 6 | Issue Final Addendems 1-2 | 0 days | Thu 4/3/25 | Thu 4/3/25 |
| 7 | Proposers submit supplemental materials | 0 days | Thu 4/3/25 | Thu 4/3/25 |
| 8 | SOQ Due to City | 0 days | Tue 4/8/25 | Tue 4/8/25 |
| 9 | Short list Notification | 0 days | Fri 4/11/25 | Fri 4/11/25 |
| 10 | Presentation/Interviews (TBD) | 6 days | Fri 4/11/25 | Fri 4/18/25 |
| 11 | Select DBE & Submit Required Documents (Ins, Bond,etc…) | 12 days | Mon 4/21/25 | Tue 5/6/25 |
| 12 | Council Award/NTP for Phase 1 Services | 0 days | Wed 5/7/25 | Wed 5/7/25 |
| 13 | Team Kick-off meeting | 1 day | Thu 5/8/25 | Thu 5/8/25 |
| 14 | Preconstruction Contract Execution | 6 days | Wed 5/7/25 | Wed 5/14/25 |
| 15 | **Phase 1: Program Validation & Development** | **199 days** | **Thu 5/15/25** | **Wed 3/4/26** |
| 16 | Prejob Surveys/Field Investigations/Exploratory Demo/Haz Mat testing | 1 day | Thu 5/15/25 | Thu 5/15/25 |
| 17 | Develop & Prepare iGMP (ROM) | 0.2 wks | Wed 5/28/25 | Wed 5/28/25 |
| 18 | Haz Mat Testing / Report Complete | 0.2 wks | Thu 7/3/25 | Thu 7/3/25 |
| 19 | Prepare 100% Reports, Specifications, Scope Drawings, Integrate BOD Narative, Civic Center Mockups | 0.2 wks | Wed 5/21/25 | Wed 5/21/25 |
| 20 | Draft progress iGMP for internal review | 1 day | Mon 6/23/25 | Mon 6/23/25 |
| 21 | Draft iGMP internal review | 0 days | Fri 7/11/25 | Fri 7/11/25 |
| 22 | Cost Estimate/Validation/Final Sub bidding | 1 day | Mon 9/8/25 | Mon 9/8/25 |
| 23 | Submit iGMP for Buildings Excluding Civic Center | 1 day | Thu 9/4/25 | Thu 9/4/25 |
| 24 | Preliminary Pricing Review | 1 day | Thu 9/4/25 | Thu 9/4/25 |
| 25 | Civic Center - Mockups and Water Testing Budget | 1 day | Fri 8/29/25 | Fri 8/29/25 |
| 26 | Civic Center - Mockup and Water Testing Approval | 1 day | Mon 9/15/25 | Mon 9/15/25 |
| 27 | Submit iGMP Revision 2 | 1 day | Thu 9/18/25 | Thu 9/18/25 |
| 28 | iGMP Revision 2 Review | 5 days | Fri 9/19/25 | Thu 9/25/25 |
| 29 | Civic Center - Storefront Mockup | 1 day | Mon 10/13/25 | Mon 10/13/25 |
| 30 | Civic Center - Façade Mockup | 2 days | Tue 10/14/25 | Wed 10/15/25 |
| 31 | Civic Center - Water Testing | 2 days | Wed 10/29/25 | Thu 10/30/25 |
| 32 | Civic Center - Interior finish repairs | 7 days | Fri 10/31/25 | Mon 11/10/25 |
| 33 | SGH - Civic Center Water Testing Report | 11 days | Thu 11/6/25 | Thu 11/20/25 |
| 34 | GMP Drawing Set Complete | 12 wks | Wed 12/3/25 | Wed 3/4/26 |
| 35 | Submit GMP | 0 days | Tue 10/28/25 | Tue 10/28/25 |
| 36 | Council Meeting | 0 days | Tue 12/2/25 | Tue 12/2/25 |
| 37 | NTP Issued | 1 day | Fri 12/5/25 | Fri 12/5/25 |
| 38 | Contract Review, Execution | 10 days | Wed 12/3/25 | Tue 12/16/25 |
| 39 | Issue NTP & Sub Contracts | 10 days | Wed 12/17/25 | Mon 1/5/26 |
| 40 | Prepare Long lead Submittal for Early Release | 2 wks | Wed 12/17/25 | Mon 1/5/26 |
| 41 | Issuance of PO's for Early Release Material & Submittals | 2 wks | Wed 12/17/25 | Mon 1/5/26 |
| 42 | Phasing Plans/Logistics/Site Specific Safety Plan/Mock-ups | 10 days | Wed 12/17/25 | Mon 1/5/26 |
| 43 | **Permitting** | **71 days** | **Thu 1/8/26** | **Mon 4/20/26** |
| 44 | Complete Permit CD's and Trade Permits for submission | 71 days | Thu 1/8/26 | Mon 4/20/26 |
| 45 | **Early Work & Material Procurement** | **70 days** | **Tue 1/6/26** | **Wed 4/15/26** |
| 46 | Storefronts/Glazing | 14 wks | Tue 1/6/26 | Wed 4/15/26 |
| 47 | Roofing Materials | 8 wks | Tue 1/6/26 | Wed 3/4/26 |
| 48 | **Permits** | **95 days** | **Wed 12/17/25** | **Wed 5/6/26** |
| 49 | Trade Permits | 5 days | Wed 12/17/25 | Tue 12/23/25 |
| 50 | Historic Permit Review - Heritage Park Buildings | 5 days | Tue 4/21/26 | Mon 4/27/26 |
| 51 | Submit & Review Building Permits Issuance | 12 days | Tue 4/21/26 | Wed 5/6/26 |
| 52 | **Construction Documents** | **98 days** | **Mon 12/8/25** | **Thu 4/30/26** |
| 53 | Civic Center | 40 days | Mon 12/8/25 | Fri 2/6/26 |
| 54 | Library | 40 days | Mon 2/9/26 | Mon 4/6/26 |
| 55 | Clock Tower | 50 days | Mon 12/8/25 | Mon 2/23/26 |
| 56 | Senior Center | 40 days | Tue 2/24/26 | Mon 4/20/26 |
| 57 | Firestations 17 + 18 | 20 days | Tue 2/24/26 | Mon 3/23/26 |
| 58 | Wave | 30 days | Fri 1/9/26 | Mon 2/23/26 |
| 59 | Heritage Site | 20 days | Mon 12/8/25 | Thu 1/8/26 |
| 60 | Submit & Review Building Permits Issuance/Roofing Permits | 8 days | Tue 4/21/26 | Thu 4/30/26 |
| 61 | **CONSTRUCTION PHASE** | **171 days** | **Mon 1/5/26** | **Tue 9/8/26** |
| 62 | Site Mobilization | 3 days | Tue 1/6/26 | Thu 1/8/26 |
| 63 | Air monitor hook up | 1 day | Fri 1/9/26 | Fri 1/9/26 |
| 64 | **Kolb House** | **101 days** | **Mon 1/5/26** | **Thu 5/28/26** |
| 65 | **Vertical** | **92 days** | **Mon 1/5/26** | **Thu 5/14/26** |
| 66 | Lead abatement | 5 days | Fri 1/9/26 | Thu 1/15/26 |
| 67 | Siding soft Demo | 2 days | Mon 1/5/26 | Tue 1/6/26 |
| 68 | Fill and prep siding | 3 days | Wed 1/7/26 | Fri 1/9/26 |
| 69 | Repair windows | 2 days | Mon 1/12/26 | Tue 1/13/26 |
| 70 | Door repairs | 2 days | Mon 1/12/26 | Tue 1/13/26 |
| 71 | Repair screens | 2 days | Wed 1/14/26 | Thu 1/15/26 |
| 72 | Repair window casing | 2 days | Fri 1/16/26 | Tue 1/20/26 |
| 73 | Corner boards repair / replace | 2 days | Thu 5/7/26 | Fri 5/8/26 |
| 74 | Foundation vents repair/replace | 4 days | Mon 5/11/26 | Thu 5/14/26 |
| 75 | Dryrot repairs | 2 days | Mon 1/12/26 | Tue 1/13/26 |
| 76 | **Eave repair** | **86 days** | **Fri 1/16/26** | **Tue 5/19/26** |
| 77 | Lead abatement | 2 days | Fri 1/16/26 | Tue 1/20/26 |
| 78 | Soffit repairs | 2 days | Mon 5/11/26 | Tue 5/12/26 |
| 79 | Prep and cut facia boards | 1 day | Wed 5/13/26 | Wed 5/13/26 |
| 80 | Install sasm and facia | 1 day | Thu 5/14/26 | Thu 5/14/26 |



City Of Dublin Exterior Improvements
GMP Project Schedule

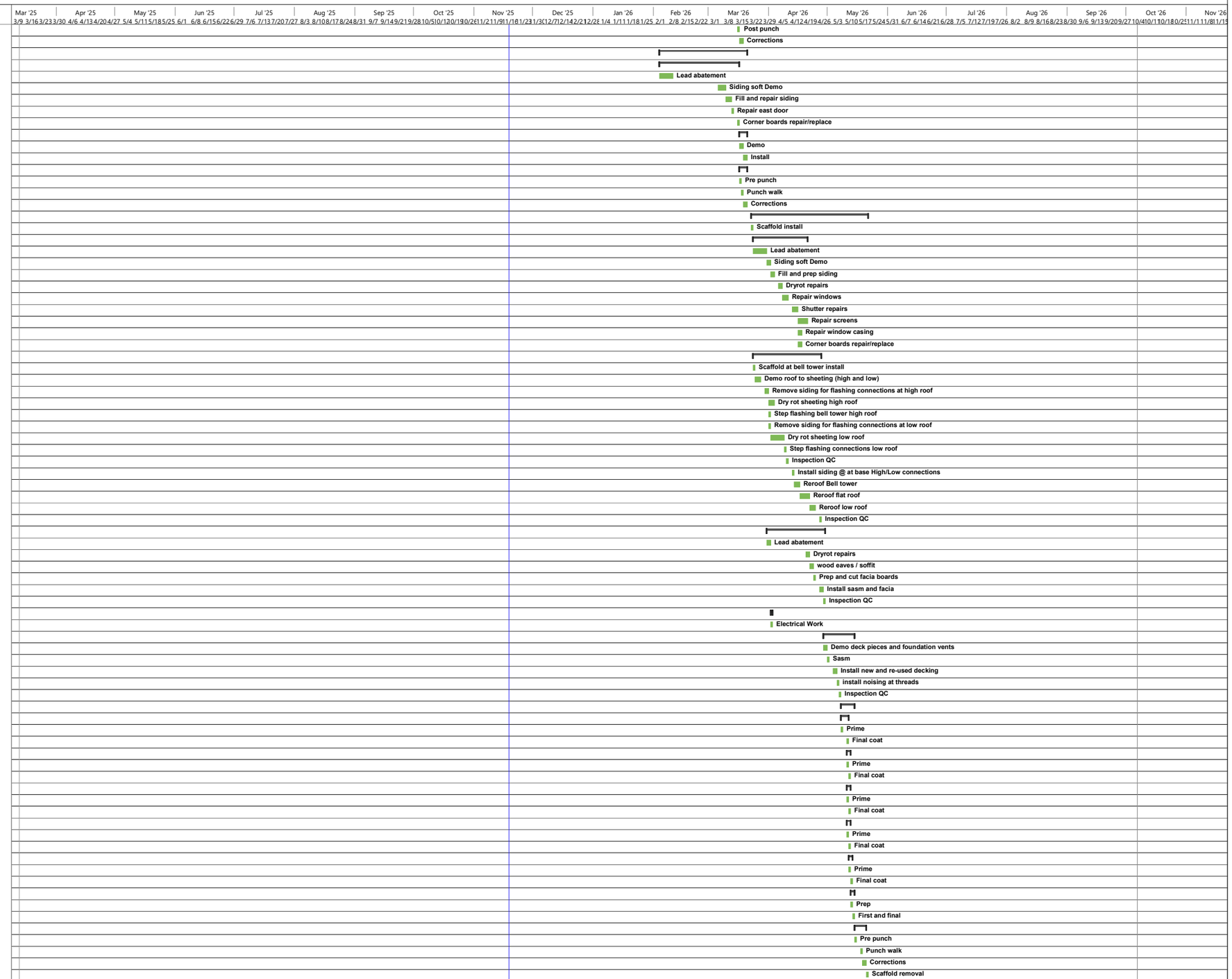
| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 81 | Install gutters | 1 day | Fri 5/15/26 | Fri 5/15/26 |
| 82 | Add down spouts | 1 day | Fri 5/15/26 | Fri 5/15/26 |
| 83 | Dryrot repairs | 2 days | Mon 5/18/26 | Tue 5/19/26 |
| 84 | **Column and bracket repairs** | **86 days** | **Wed 1/21/26** | **Thu 5/21/26** |
| 85 | Lead abatement | 2 days | Wed 1/21/26 | Thu 1/22/26 |
| 86 | Demo | 2 days | Fri 5/15/26 | Mon 5/18/26 |
| 87 | Install hardware | 1 day | Tue 5/19/26 | Tue 5/19/26 |
| 88 | Install/putback | 1 day | Wed 5/20/26 | Wed 5/20/26 |
| 89 | Inspection QC | 1 day | Thu 5/21/26 | Thu 5/21/26 |
| 90 | ***Flat work*** | **85 days** | **Fri 1/23/26** | **Fri 5/22/26** |
| 91 | Lead abatement | 2 days | Fri 1/23/26 | Mon 1/26/26 |
| 92 | Demo deck pieces | 1 day | Thu 5/21/26 | Thu 5/21/26 |
| 93 | Relocate pieces to new location for install | 1 day | Fri 5/22/26 | Fri 5/22/26 |
| 94 | Install sasm | 1 day | Tue 1/27/26 | Tue 1/27/26 |
| 95 | Install Decking | 2 days | Tue 1/27/26 | Wed 1/28/26 |
| 96 | Install nosing | 1 day | Thu 1/29/26 | Thu 1/29/26 |
| 97 | Install tread striping | 1 day | Thu 1/29/26 | Thu 1/29/26 |
| 98 | **Landscape** | **15 days** | **Wed 1/28/26** | **Wed 2/18/26** |
| 99 | Remove and relocate plants | 2 days | Wed 1/28/26 | Thu 1/29/26 |
| 100 | Survey | 1 day | Fri 1/30/26 | Fri 1/30/26 |
| 101 | Trench for gutter connection | 2 days | Fri 1/30/26 | Mon 2/2/26 |
| 102 | run piping | 2 days | Tue 2/3/26 | Wed 2/4/26 |
| 103 | Make connections to stormdrain | 1 day | Thu 2/5/26 | Thu 2/5/26 |
| 104 | Inspect connection | 1 day | Fri 2/6/26 | Fri 2/6/26 |
| 105 | Back fill trench | 3 days | Mon 2/9/26 | Wed 2/11/26 |
| 106 | Replant in kind | 4 days | Thu 2/12/26 | Wed 2/18/26 |
| 107 | **Paint** | **88 days** | **Mon 1/12/26** | **Fri 5/15/26** |
| 108 | **Exterior siding** | **2 days** | **Thu 5/7/26** | **Fri 5/8/26** |
| 109 | Prime | 1 day | Thu 5/7/26 | Thu 5/7/26 |
| 110 | Final coat | 1 day | Fri 5/8/26 | Fri 5/8/26 |
| 111 | **Porch ceiling** | **2 days** | **Thu 5/14/26** | **Fri 5/15/26** |
| 112 | Prime | 1 day | Thu 5/14/26 | Thu 5/14/26 |
| 113 | Final coat | 1 day | Fri 5/15/26 | Fri 5/15/26 |
| 114 | **Porch floor** | **2 days** | **Tue 1/27/26** | **Wed 1/28/26** |
| 115 | Prime | 1 day | Tue 1/27/26 | Tue 1/27/26 |
| 116 | Final coat | 1 day | Wed 1/28/26 | Wed 1/28/26 |
| 117 | **Handrail metal** | **2 days** | **Thu 1/29/26** | **Fri 1/30/26** |
| 118 | Prime | 1 day | Thu 1/29/26 | Thu 1/29/26 |
| 119 | Final coat | 1 day | Fri 1/30/26 | Fri 1/30/26 |
| 120 | **Paint doors** | **2 days** | **Mon 1/12/26** | **Tue 1/13/26** |
| 121 | Prep | 1 day | Mon 1/12/26 | Mon 1/12/26 |
| 122 | Final coat | 1 day | Tue 1/13/26 | Tue 1/13/26 |
| 123 | **Punch** | **4 days** | **Fri 5/22/26** | **Thu 5/28/26** |
| 124 | Pre punch | 1 day | Fri 5/22/26 | Fri 5/22/26 |
| 125 | Post punch | 1 day | Tue 5/26/26 | Tue 5/26/26 |
| 126 | Corrections | 2 days | Wed 5/27/26 | Thu 5/28/26 |
| 127 | **Little Kolb House / restrooms** | **28 days** | **Tue 1/27/26** | **Fri 3/6/26** |
| 128 | **Vertical** | **19 days** | **Tue 1/27/26** | **Mon 2/23/26** |
| 129 | Lead abatement | 5 days | Tue 1/27/26 | Mon 2/2/26 |
| 130 | Siding soft Demo | 2 days | Tue 2/3/26 | Wed 2/4/26 |
| 131 | Fill and repair siding | 2 days | Thu 2/5/26 | Fri 2/6/26 |
| 132 | Repair window / door casings | 3 days | Mon 2/9/26 | Wed 2/11/26 |
| 133 | Repair windows | 3 days | Thu 2/12/26 | Tue 2/17/26 |
| 134 | Repair barn door / panels | 2 days | Wed 2/18/26 | Thu 2/19/26 |
| 135 | Corner boards repair/replace | 2 days | Fri 2/20/26 | Mon 2/23/26 |
| 136 | **Flat work** | **5 days** | **Tue 2/24/26** | **Mon 3/2/26** |
| 137 | **Demo deck pieces** | **3 days** | **Tue 2/24/26** | **Thu 2/26/26** |
| 138 | Repair deck | 3 days | Tue 2/24/26 | Thu 2/26/26 |
| 139 | **Demo stair/ landing pieces** | **2 days** | **Fri 2/27/26** | **Mon 3/2/26** |
| 140 | Repair deck | 2 days | Fri 2/27/26 | Mon 3/2/26 |
| 141 | **Punch** | **4 days** | **Tue 3/3/26** | **Fri 3/6/26** |
| 142 | Pre punch | 1 day | Tue 3/3/26 | Tue 3/3/26 |
| 143 | Punch walk | 1 day | Wed 3/4/26 | Wed 3/4/26 |
| 144 | Corrections | 2 days | Thu 3/5/26 | Fri 3/6/26 |
| 145 | **Sunday School Barn** | **31 days** | **Tue 2/3/26** | **Wed 3/18/26** |
| 146 | **Vertical** | **1 day** | **Tue 2/3/26** | **Tue 2/3/26** |
| 147 | Lead abatement | 1 day | Tue 2/3/26 | Tue 2/3/26 |
| 148 | Siding (west elevation) | 1 day | Tue 3/3/26 | Tue 3/3/26 |
| 149 | Dryrot repairs | 1 day | Wed 3/4/26 | Wed 3/4/26 |
| 150 | **Stair repairs** | **1 day** | **Thu 3/5/26** | **Thu 3/5/26** |
| 151 | Tread repairs | 1 day | Thu 3/5/26 | Thu 3/5/26 |
| 152 | **Gutters** | **2 days** | **Wed 3/4/26** | **Thu 3/5/26** |
| 153 | Install new Gsm | 1 day | Wed 3/4/26 | Wed 3/4/26 |
| 154 | Install downspouts | 1 day | Thu 3/5/26 | Thu 3/5/26 |
| 155 | **Landscape** | **6 days** | **Thu 3/5/26** | **Thu 3/12/26** |
| 156 | Trench | 2 days | Thu 3/5/26 | Fri 3/6/26 |
| 157 | Connect to storm drain | 1 day | Mon 3/9/26 | Mon 3/9/26 |
| 158 | inspections | 1 day | Tue 3/10/26 | Tue 3/10/26 |
| 159 | Back fill | 1 day | Wed 3/11/26 | Wed 3/11/26 |
| 160 | Replant | 1 day | Thu 3/12/26 | Thu 3/12/26 |
| 161 | **Punch** | **4 days** | **Fri 3/13/26** | **Wed 3/18/26** |
| 162 | Pre punch | 1 day | Fri 3/13/26 | Fri 3/13/26 |



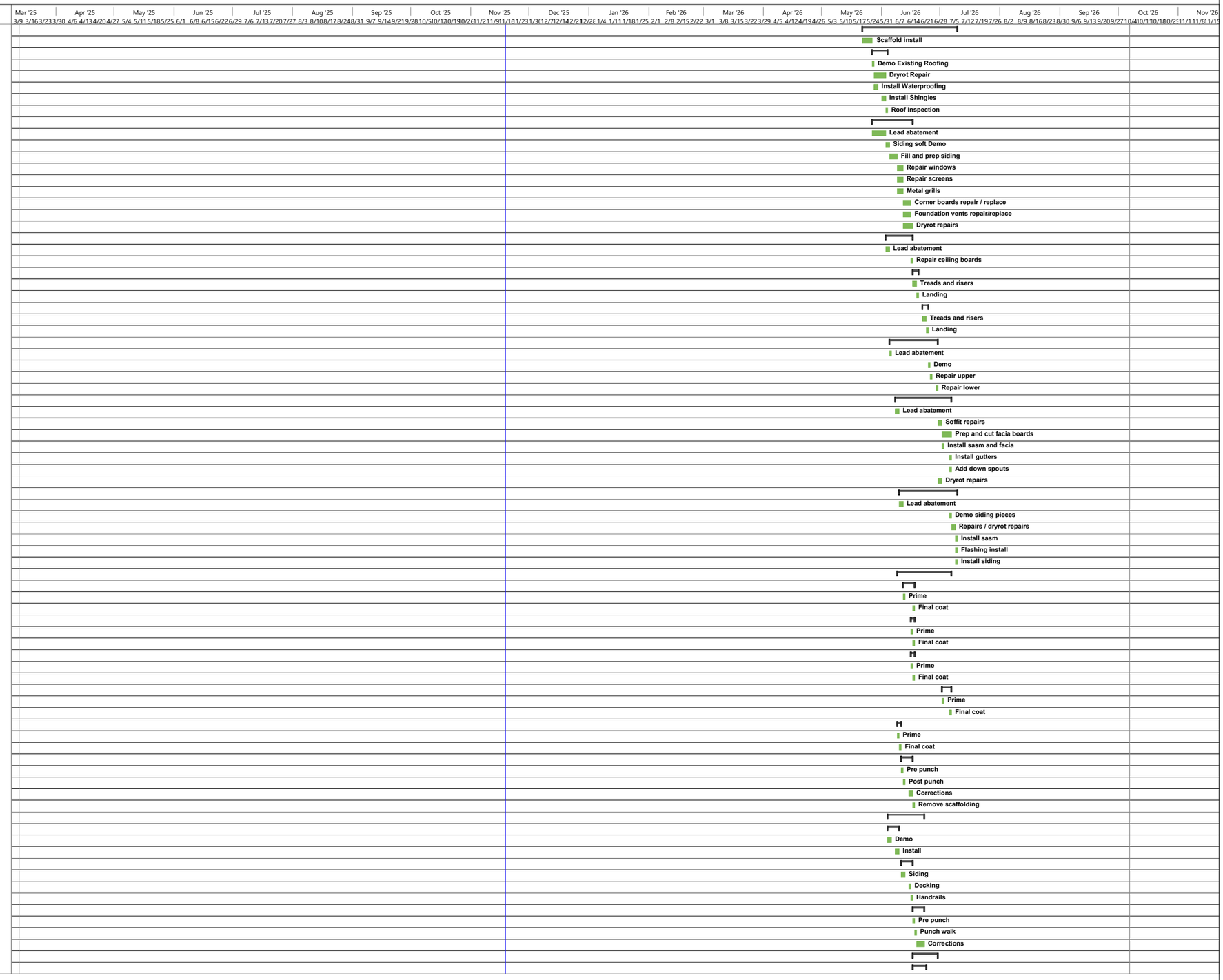
City Of Dublin Exterior Improvements
GMP Project Schedule

PLANT

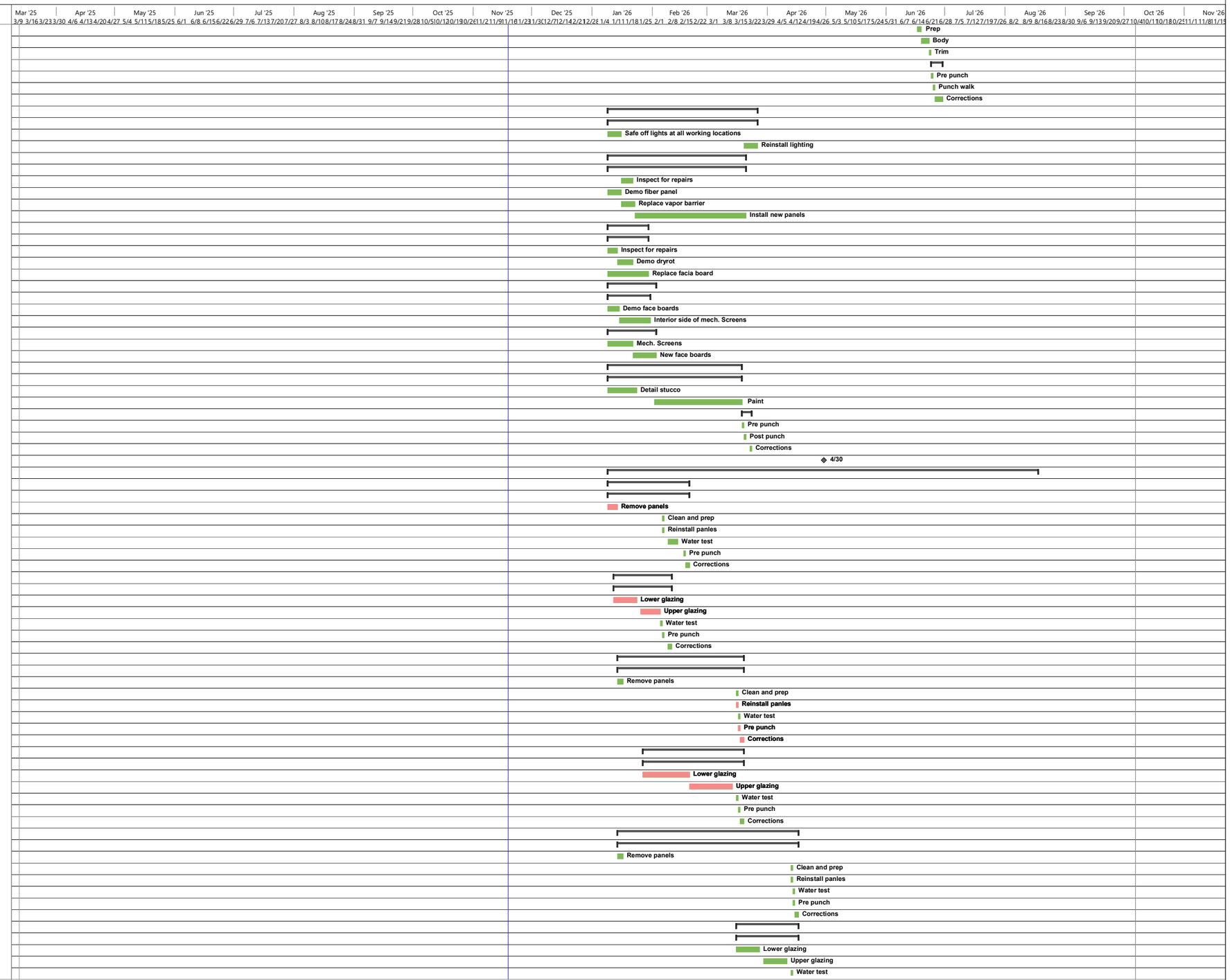
| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 163 | Post punch | 1 day | Mon 3/16/26 | Mon 3/16/26 |
| 164 | Corrections | 2 days | Tue 3/17/26 | Wed 3/18/26 |
| 165 | **Barn Accessory Building** | **32 days** | **Wed 2/4/26** | **Fri 3/20/26** |
| 166 | **Vertical** | **28 days** | **Wed 2/4/26** | **Mon 3/16/26** |
| 167 | Lead abatement | 5 days | Wed 2/4/26 | Tue 2/10/26 |
| 168 | Siding soft Demo | 2 days | Fri 3/6/26 | Mon 3/9/26 |
| 169 | Fill and repair siding | 3 days | Tue 3/10/26 | Thu 3/12/26 |
| 170 | Repair east door | 1 day | Fri 3/13/26 | Fri 3/13/26 |
| 171 | Corner boards repair/replace | 1 day | Mon 3/16/26 | Mon 3/16/26 |
| 172 | **Roofing** | **4 days** | **Tue 3/17/26** | **Fri 3/20/26** |
| 173 | Demo | 2 days | Tue 3/17/26 | Wed 3/18/26 |
| 174 | Install | 2 days | Thu 3/19/26 | Fri 3/20/26 |
| 175 | **Punch** | **4 days** | **Tue 3/17/26** | **Fri 3/20/26** |
| 176 | Pre punch | 1 day | Tue 3/17/26 | Tue 3/17/26 |
| 177 | Punch walk | 1 day | Wed 3/18/26 | Wed 3/18/26 |
| 178 | Corrections | 2 days | Thu 3/19/26 | Fri 3/20/26 |
| 179 | **Old ST. Raymond Church** | **44 days** | **Mon 3/23/26** | **Thu 5/21/26** |
| 180 | Scaffold install | 1 day | Mon 3/23/26 | Mon 3/23/26 |
| 181 | **Vertical** | **20 days** | **Tue 3/24/26** | **Mon 4/20/26** |
| 182 | Lead abatement | 5 days | Tue 3/24/26 | Mon 3/30/26 |
| 183 | Siding soft Demo | 2 days | Tue 3/31/26 | Wed 4/1/26 |
| 184 | Fill and prep siding | 2 days | Thu 4/2/26 | Fri 4/3/26 |
| 185 | Dryrot repairs | 2 days | Mon 4/6/26 | Tue 4/7/26 |
| 186 | Repair windows | 3 days | Wed 4/8/26 | Fri 4/10/26 |
| 187 | Shutter repairs | 3 days | Mon 4/13/26 | Wed 4/15/26 |
| 188 | Repair screens | 3 days | Thu 4/16/26 | Mon 4/20/26 |
| 189 | Repair window casing | 2 days | Thu 4/16/26 | Fri 4/17/26 |
| 190 | Corner boards repair/replace | 2 days | Thu 4/16/26 | Fri 4/17/26 |
| 191 | **Roofing** | **25 days** | **Tue 3/24/26** | **Mon 4/27/26** |
| 192 | Scaffold at bell tower install | 1 day | Tue 3/24/26 | Tue 3/24/26 |
| 193 | Demo roof to sheeting (high and low) | 3 days | Wed 3/25/26 | Fri 3/27/26 |
| 194 | Remove siding for flashing connections at high roof | 2 days | Mon 3/30/26 | Tue 3/31/26 |
| 195 | Dry rot sheeting high roof | 3 days | Wed 4/1/26 | Fri 4/3/26 |
| 196 | Step flashing bell tower high roof | 1 day | Wed 4/1/26 | Wed 4/1/26 |
| 197 | Remove siding for flashing connections at low roof | 1 day | Wed 4/1/26 | Wed 4/1/26 |
| 198 | Dry rot sheeting low roof | 5 days | Thu 4/2/26 | Wed 4/8/26 |
| 199 | Step flashing connections low roof | 1 day | Thu 4/9/26 | Thu 4/9/26 |
| 200 | Inspection QC | 1 day | Fri 4/10/26 | Fri 4/10/26 |
| 201 | Install siding @ at base High/Low connections | 1 day | Mon 4/13/26 | Mon 4/13/26 |
| 202 | Reroof Bell tower | 3 days | Tue 4/14/26 | Thu 4/16/26 |
| 203 | Reroof flat roof | 3 days | Fri 4/17/26 | Tue 4/21/26 |
| 204 | Reroof low roof | 3 days | Wed 4/22/26 | Fri 4/24/26 |
| 205 | Inspection QC | 1 day | Mon 4/27/26 | Mon 4/27/26 |
| 206 | **Inspect and soft demo eaves** | **22 days** | **Tue 3/31/26** | **Wed 4/29/26** |
| 207 | Lead abatement | 2 days | Tue 3/31/26 | Wed 4/1/26 |
| 208 | Dryrot repairs | 2 days | Mon 4/20/26 | Tue 4/21/26 |
| 209 | wood eaves / soffit | 2 days | Wed 4/22/26 | Thu 4/23/26 |
| 210 | Prep and cut facia boards | 1 day | Fri 4/24/26 | Fri 4/24/26 |
| 211 | Install sasm and facia | 2 days | Mon 4/27/26 | Tue 4/28/26 |
| 212 | Inspection QC | 1 day | Wed 4/29/26 | Wed 4/29/26 |
| 213 | **Electrical** | **1 day** | **Thu 4/2/26** | **Thu 4/2/26** |
| 214 | Electrical Work | 1 day | Thu 4/2/26 | Thu 4/2/26 |
| 215 | **Flat work** | **12 days** | **Wed 4/29/26** | **Thu 5/14/26** |
| 216 | Demo deck pieces and foundation vents | 2 days | Wed 4/29/26 | Thu 4/30/26 |
| 217 | Sasm | 1 day | Fri 5/1/26 | Fri 5/1/26 |
| 218 | Install new and re-used decking | 2 days | Mon 5/4/26 | Tue 5/5/26 |
| 219 | install noising at threads | 1 day | Wed 5/6/26 | Wed 5/6/26 |
| 220 | Inspection QC | 1 day | Thu 5/7/26 | Thu 5/7/26 |
| 221 | **Paint** | **5 days** | **Fri 5/8/26** | **Thu 5/14/26** |
| 222 | **Exterior siding** | **2 days** | **Fri 5/8/26** | **Mon 5/11/26** |
| 223 | Prime | 1 day | Fri 5/8/26 | Fri 5/8/26 |
| 224 | Final coat | 1 day | Mon 5/11/26 | Mon 5/11/26 |
| 225 | **Metal handrails** | **2 days** | **Mon 5/11/26** | **Tue 5/12/26** |
| 226 | Prime | 1 day | Mon 5/11/26 | Mon 5/11/26 |
| 227 | Final coat | 1 day | Tue 5/12/26 | Tue 5/12/26 |
| 228 | **Fiberglass doors** | **2 days** | **Mon 5/11/26** | **Tue 5/12/26** |
| 229 | Prime | 1 day | Mon 5/11/26 | Mon 5/11/26 |
| 230 | Final coat | 1 day | Tue 5/12/26 | Tue 5/12/26 |
| 231 | **Metal window security** | **2 days** | **Mon 5/11/26** | **Tue 5/12/26** |
| 232 | Prime | 1 day | Mon 5/11/26 | Mon 5/11/26 |
| 233 | Final coat | 1 day | Tue 5/12/26 | Tue 5/12/26 |
| 234 | **Handicap ramp** | **2 days** | **Tue 5/12/26** | **Wed 5/13/26** |
| 235 | Prime | 1 day | Tue 5/12/26 | Tue 5/12/26 |
| 236 | Final coat | 1 day | Wed 5/13/26 | Wed 5/13/26 |
| 237 | **Paint doors** | **2 days** | **Wed 5/13/26** | **Thu 5/14/26** |
| 238 | Prep | 1 day | Wed 5/13/26 | Wed 5/13/26 |
| 239 | First and final | 1 day | Thu 5/14/26 | Thu 5/14/26 |
| 240 | **Punch** | **4 days** | **Fri 5/15/26** | **Wed 5/20/26** |
| 241 | Pre punch | 1 day | Fri 5/15/26 | Fri 5/15/26 |
| 242 | Punch walk | 1 day | Mon 5/18/26 | Mon 5/18/26 |
| 243 | Corrections | 2 days | Tue 5/19/26 | Wed 5/20/26 |
| 244 | Scaffold removal | 1 day | Thu 5/21/26 | Thu 5/21/26 |



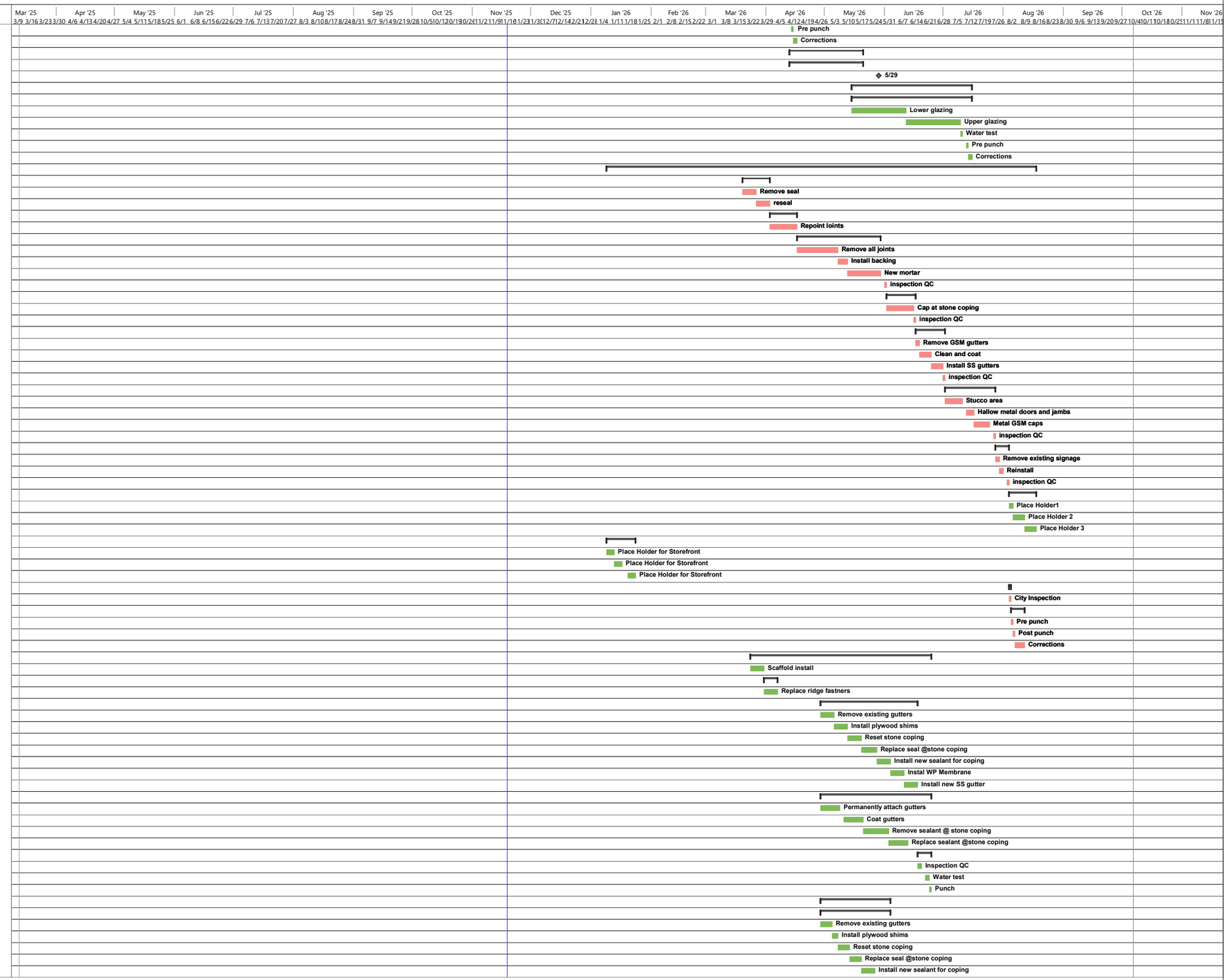
| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 245 | **Heritage Museum** | **33 days** | **Fri 5/22/26** | **Thu 7/9/26** |
| 246 | Scaffold install | 2 days | Fri 5/22/26 | Tue 5/26/26 |
| 247 | **Roofing** | **6 days** | **Wed 5/27/26** | **Wed 6/3/26** |
| 248 | Demo Existing Roofing | 1 day | Wed 5/27/26 | Wed 5/27/26 |
| 249 | Dryrot Repair | 4 days | Thu 5/28/26 | Tue 6/2/26 |
| 250 | Install Waterproofing | 2 days | Thu 5/28/26 | Fri 5/29/26 |
| 251 | Install Shingles | 2 days | Mon 6/1/26 | Tue 6/2/26 |
| 252 | Roof Inspection | 1 day | Wed 6/3/26 | Wed 6/3/26 |
| 253 | **Vertical** | **15 days** | **Wed 5/27/26** | **Tue 6/16/26** |
| 254 | Lead abatement | 5 days | Wed 5/27/26 | Tue 6/2/26 |
| 255 | Siding soft Demo | 2 days | Wed 6/3/26 | Thu 6/4/26 |
| 256 | Fill and prep siding | 2 days | Fri 6/5/26 | Mon 6/8/26 |
| 257 | Repair windows | 3 days | Tue 6/9/26 | Thu 6/11/26 |
| 258 | Repair screens | 3 days | Tue 6/9/26 | Thu 6/11/26 |
| 259 | Metal grills | 3 days | Tue 6/9/26 | Thu 6/11/26 |
| 260 | Corner boards repair / replace | 2 days | Fri 6/12/26 | Mon 6/15/26 |
| 261 | Foundation vents repair/replace | 2 days | Fri 6/12/26 | Mon 6/15/26 |
| 262 | Dryrot repairs | 3 days | Fri 6/12/26 | Tue 6/16/26 |
| 263 | **Front entry** | **10 days** | **Wed 6/3/26** | **Tue 6/16/26** |
| 264 | Lead abatement | 2 days | Wed 6/3/26 | Thu 6/4/26 |
| 265 | Repair ceiling boards | 1 day | Tue 6/16/26 | Tue 6/16/26 |
| 266 | **Stair / landing** | **3 days** | **Wed 6/17/26** | **Fri 6/19/26** |
| 267 | Treads and risers | 2 days | Wed 6/17/26 | Thu 6/18/26 |
| 268 | Landing | 1 day | Fri 6/19/26 | Fri 6/19/26 |
| 269 | **Back stairs** | **3 days** | **Mon 6/22/26** | **Wed 6/24/26** |
| 270 | Treads and risers | 2 days | Mon 6/22/26 | Tue 6/23/26 |
| 271 | Landing | 1 day | Wed 6/24/26 | Wed 6/24/26 |
| 272 | **Column repairs** | **17 days** | **Fri 6/5/26** | **Mon 6/29/26** |
| 273 | Lead abatement | 1 day | Fri 6/5/26 | Fri 6/5/26 |
| 274 | Demo | 1 day | Thu 6/25/26 | Thu 6/25/26 |
| 275 | Repair upper | 1 day | Fri 6/26/26 | Fri 6/26/26 |
| 276 | Repair lower | 1 day | Mon 6/29/26 | Mon 6/29/26 |
| 277 | **Eave repair** | **20 days** | **Mon 6/8/26** | **Mon 7/6/26** |
| 278 | Lead abatement | 2 days | Mon 6/8/26 | Tue 6/9/26 |
| 279 | Soffit repairs | 2 days | Tue 6/30/26 | Wed 7/1/26 |
| 280 | Prep and cut facia boards | 2 days | Thu 7/2/26 | Mon 7/6/26 |
| 281 | Install sasm and facia | 1 day | Thu 7/2/26 | Thu 7/2/26 |
| 282 | Install gutters | 1 day | Mon 7/6/26 | Mon 7/6/26 |
| 283 | Add down spouts | 1 day | Mon 7/6/26 | Mon 7/6/26 |
| 284 | Dryrot repairs | 2 days | Tue 6/30/26 | Wed 7/1/26 |
| 285 | **Bell tower** | **21 days** | **Wed 6/10/26** | **Thu 7/9/26** |
| 286 | Lead abatement | 2 days | Wed 6/10/26 | Thu 6/11/26 |
| 287 | Demo siding pieces | 1 day | Mon 7/6/26 | Mon 7/6/26 |
| 288 | Repairs / dryrot repairs | 2 days | Tue 7/7/26 | Wed 7/8/26 |
| 289 | Install sasm | 1 day | Thu 7/9/26 | Thu 7/9/26 |
| 290 | Flashing install | 1 day | Thu 7/9/26 | Thu 7/9/26 |
| 291 | Install siding | 1 day | Thu 7/9/26 | Thu 7/9/26 |
| 292 | **Paint** | **19 days** | **Tue 6/9/26** | **Mon 7/6/26** |
| 293 | **Exterior siding** | **4 days** | **Fri 6/12/26** | **Wed 6/17/26** |
| 294 | Prime | 1 day | Fri 6/12/26 | Fri 6/12/26 |
| 295 | Final coat | 1 day | Wed 6/17/26 | Wed 6/17/26 |
| 296 | **Porch / entry** | **2 days** | **Tue 6/16/26** | **Wed 6/17/26** |
| 297 | Prime | 1 day | Tue 6/16/26 | Tue 6/16/26 |
| 298 | Final coat | 1 day | Wed 6/17/26 | Wed 6/17/26 |
| 299 | **Handicap ramp** | **2 days** | **Tue 6/16/26** | **Wed 6/17/26** |
| 300 | Prime | 1 day | Tue 6/16/26 | Tue 6/16/26 |
| 301 | Final coat | 1 day | Wed 6/17/26 | Wed 6/17/26 |
| 302 | **Gutters** | **2 days** | **Thu 7/2/26** | **Mon 7/6/26** |
| 303 | Prime | 1 day | Thu 7/2/26 | Thu 7/2/26 |
| 304 | Final coat | 1 day | Mon 7/6/26 | Mon 7/6/26 |
| 305 | **Doors** | **2 days** | **Tue 6/9/26** | **Wed 6/10/26** |
| 306 | Prime | 1 day | Tue 6/9/26 | Tue 6/9/26 |
| 307 | Final coat | 1 day | Wed 6/10/26 | Wed 6/10/26 |
| 308 | **Punch** | **4 days** | **Thu 6/11/26** | **Tue 6/16/26** |
| 309 | Pre punch | 1 day | Thu 6/11/26 | Thu 6/11/26 |
| 310 | Post punch | 1 day | Fri 6/12/26 | Fri 6/12/26 |
| 311 | Corrections | 2 days | Mon 6/15/26 | Tue 6/16/26 |
| 312 | Remove scaffolding | 1 day | Wed 6/17/26 | Wed 6/17/26 |
| 313 | **Storage Accessory Building** | **13 days** | **Thu 6/4/26** | **Mon 6/22/26** |
| 314 | **Roofing** | **4 days** | **Thu 6/4/26** | **Tue 6/9/26** |
| 315 | Demo | 2 days | Thu 6/4/26 | Fri 6/5/26 |
| 316 | Install | 2 days | Mon 6/8/26 | Tue 6/9/26 |
| 317 | **Paint** | **4 days** | **Thu 6/11/26** | **Tue 6/16/26** |
| 318 | Siding | 2 days | Thu 6/11/26 | Fri 6/12/26 |
| 319 | Decking | 1 day | Mon 6/15/26 | Mon 6/15/26 |
| 320 | Handrails | 1 day | Tue 6/16/26 | Tue 6/16/26 |
| 321 | **Punch** | **4 days** | **Wed 6/17/26** | **Mon 6/22/26** |
| 322 | Pre punch | 1 day | Wed 6/17/26 | Wed 6/17/26 |
| 323 | Punch walk | 1 day | Thu 6/18/26 | Thu 6/18/26 |
| 324 | Corrections | 2 days | Fri 6/19/26 | Mon 6/22/26 |
| 325 | **Small Accessory Building** | **9 days** | **Wed 6/17/26** | **Mon 6/29/26** |
| 326 | **Paint** | **5 days** | **Wed 6/17/26** | **Tue 6/23/26** |



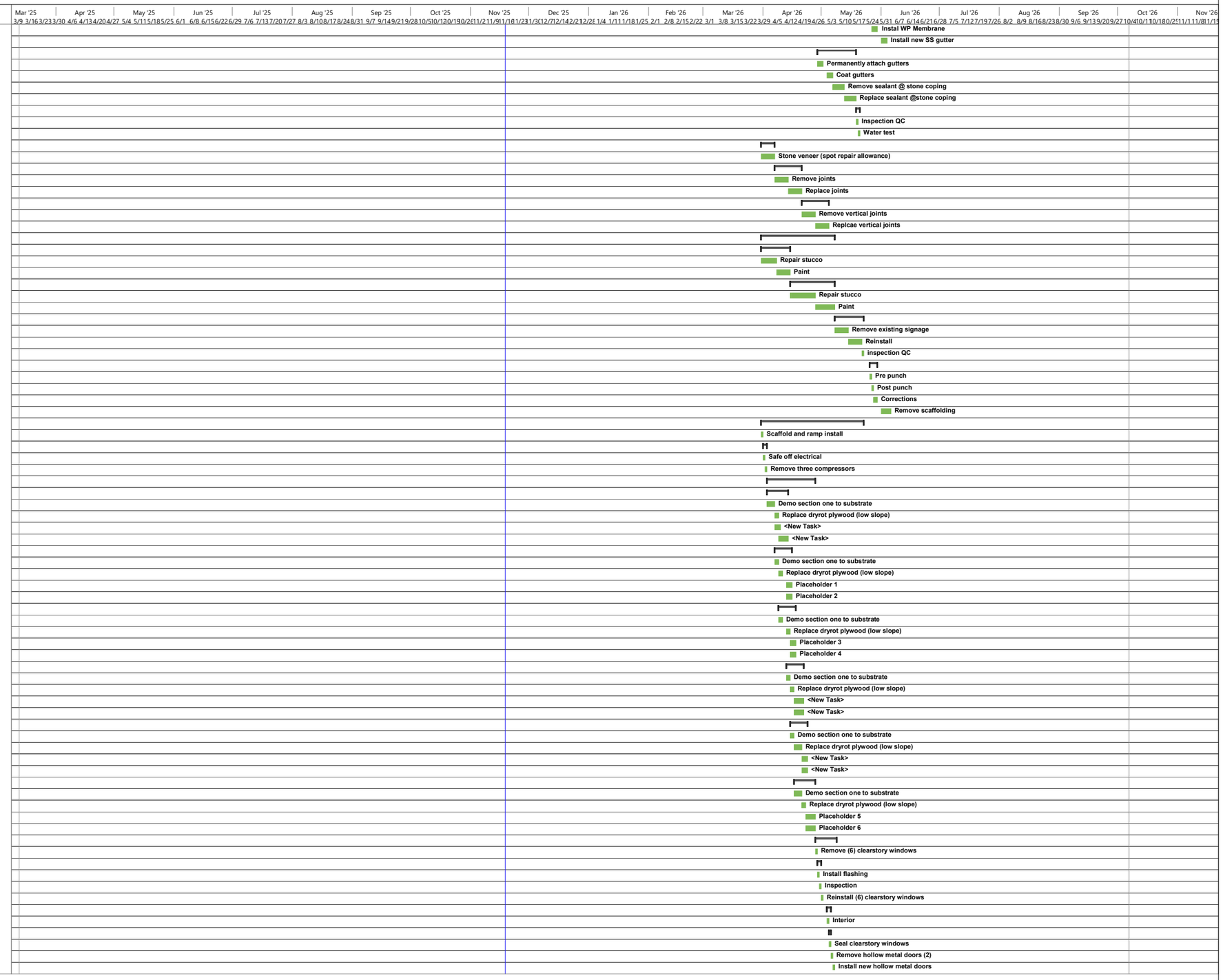
| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 327 | Prep | 2 days | Wed 6/17/26 | Thu 6/18/26 |
| 328 | Body | 2 days | Fri 6/19/26 | Mon 6/22/26 |
| 329 | Trim | 1 day | Tue 6/23/26 | Tue 6/23/26 |
| 330 | **Punch** | **4 days** | **Wed 6/24/26** | **Mon 6/29/26** |
| 331 | Pre punch | 1 day | Wed 6/24/26 | Wed 6/24/26 |
| 332 | Punch walk | 1 day | Thu 6/25/26 | Thu 6/25/26 |
| 333 | Corrections | 2 days | Fri 6/26/26 | Mon 6/29/26 |
| 334 | **Wave** | **53 days** | **Fri 1/9/26** | **Thu 3/26/26** |
| 335 | **Electrical** | **53 days** | **Fri 1/9/26** | **Thu 3/26/26** |
| 336 | Safe off lights at all working locations | 5 days | Fri 1/9/26 | Thu 1/15/26 |
| 337 | Reinstall lighting | 5 days | Fri 3/20/26 | Thu 3/26/26 |
| 338 | **Siding** | **49 days** | **Fri 1/9/26** | **Fri 3/20/26** |
| 339 | **19 locations** | **49 days** | **Fri 1/9/26** | **Fri 3/20/26** |
| 340 | Inspect for repairs | 3 days | Fri 1/16/26 | Wed 1/21/26 |
| 341 | Demo fiber panel | 5 days | Fri 1/9/26 | Thu 1/15/26 |
| 342 | Replace vapor barrier | 4 days | Fri 1/16/26 | Thu 1/22/26 |
| 343 | Install new panels | 40 days | Fri 1/23/26 | Fri 3/20/26 |
| 344 | **Facia repairs** | **14 days** | **Fri 1/9/26** | **Thu 1/29/26** |
| 345 | **Seven locations** | **14 days** | **Fri 1/9/26** | **Thu 1/29/26** |
| 346 | Inspect for repairs | 3 days | Fri 1/9/26 | Tue 1/13/26 |
| 347 | Demo dryrot | 5 days | Wed 1/14/26 | Wed 1/21/26 |
| 348 | Replace facia board | 14 days | Fri 1/9/26 | Thu 1/29/26 |
| 349 | **Soffit repairs** | **16 days** | **Fri 1/9/26** | **Mon 2/2/26** |
| 350 | **Demo** | **15 days** | **Fri 1/9/26** | **Fri 1/30/26** |
| 351 | Demo face boards | 4 days | Fri 1/9/26 | Wed 1/14/26 |
| 352 | Interior side of mech. Screens | 11 days | Thu 1/15/26 | Fri 1/30/26 |
| 353 | **Install** | **16 days** | **Fri 1/9/26** | **Mon 2/2/26** |
| 354 | Mech. Screens | 8 days | Fri 1/9/26 | Wed 1/21/26 |
| 355 | New face boards | 8 days | Thu 1/22/26 | Mon 2/2/26 |
| 356 | **Painting** | **47 days** | **Fri 1/9/26** | **Wed 3/18/26** |
| 357 | **Roof, Facia and Soffit** | **47 days** | **Fri 1/9/26** | **Wed 3/18/26** |
| 358 | Detail stucco | 10 days | Fri 1/9/26 | Fri 1/23/26 |
| 359 | Paint | 32 days | Mon 2/2/26 | Wed 3/18/26 |
| 360 | **Punch** | **3 days** | **Thu 3/19/26** | **Mon 3/23/26** |
| 361 | Pre punch | 1 day | Thu 3/19/26 | Thu 3/19/26 |
| 362 | Post punch | 1 day | Fri 3/20/26 | Fri 3/20/26 |
| 363 | Corrections | 1 day | Mon 3/23/26 | Mon 3/23/26 |
| 364 | Wave Project Complete | 0 days | Thu 4/30/26 | Thu 4/30/26 |
| 365 | **Civic Center / City Hall** | **153 days** | **Fri 1/9/26** | **Mon 8/17/26** |
| 366 | **Metal panels upper level, remove and reinstall (detail 6 B01-A** | **28 days** | **Fri 1/9/26** | **Thu 2/19/26** |
| 367 | **Metal Panel for Detail 6** | **28 days** | **Fri 1/9/26** | **Thu 2/19/26** |
| 368 | Remove panels | 3 days | Fri 1/9/26 | Tue 1/13/26 |
| 369 | Clean and prep | 1 day | Fri 2/6/26 | Fri 2/6/26 |
| 370 | Reinstall panles | 1 day | Fri 2/6/26 | Fri 2/6/26 |
| 371 | Water test | 5 days | Mon 2/9/26 | Fri 2/13/26 |
| 372 | Pre punch | 1 day | Tue 2/17/26 | Tue 2/17/26 |
| 373 | Corrections | 2 days | Wed 2/18/26 | Thu 2/19/26 |
| 374 | **Storefront slopped refurbished courtyard glazing (detail 6 b01-** | **21 days** | **Mon 1/12/26** | **Tue 2/10/26** |
| 375 | **Detail 6** | **21 days** | **Mon 1/12/26** | **Tue 2/10/26** |
| 376 | Lower glazing | 9 days | Mon 1/12/26 | Fri 1/23/26 |
| 377 | Upper glazing | 8 days | Mon 1/26/26 | Wed 2/4/26 |
| 378 | Water test | 1 day | Thu 2/5/26 | Thu 2/5/26 |
| 379 | Pre punch | 1 day | Fri 2/6/26 | Fri 2/6/26 |
| 380 | Corrections | 2 days | Mon 2/9/26 | Tue 2/10/26 |
| 381 | **Metal panels upper level, remove and reinstall (detail 5 Bo1-A** | **45 days** | **Wed 1/14/26** | **Thu 3/19/26** |
| 382 | **Metal Panel for Detail 5** | **45 days** | **Wed 1/14/26** | **Thu 3/19/26** |
| 383 | Remove panels | 3 days | Wed 1/14/26 | Fri 1/16/26 |
| 384 | Clean and prep | 1 day | Mon 3/16/26 | Mon 3/16/26 |
| 385 | Reinstall panles | 1 day | Mon 3/16/26 | Mon 3/16/26 |
| 386 | Water test | 1 day | Tue 3/17/26 | Tue 3/17/26 |
| 387 | Pre punch | 1 day | Tue 3/17/26 | Tue 3/17/26 |
| 388 | Corrections | 2 days | Wed 3/18/26 | Thu 3/19/26 |
| 389 | **Storefront verticall refurbished courtyard glazing (detail 5 b01** | **37 days** | **Tue 1/27/26** | **Thu 3/19/26** |
| 390 | **Detail 5** | **37 days** | **Tue 1/27/26** | **Thu 3/19/26** |
| 391 | Lower glazing | 17 days | Tue 1/27/26 | Thu 2/19/26 |
| 392 | Upper glazing | 16 days | Fri 2/20/26 | Fri 3/13/26 |
| 393 | Water test | 1 day | Mon 3/16/26 | Mon 3/16/26 |
| 394 | Pre punch | 1 day | Tue 3/17/26 | Tue 3/17/26 |
| 395 | Corrections | 2 days | Wed 3/18/26 | Thu 3/19/26 |
| 396 | **Metal panels upper level, remove and reinstall (detail 3 and 5** | **65 days** | **Wed 1/14/26** | **Thu 4/16/26** |
| 397 | **Metal Panel for Detail 3 & 5** | **65 days** | **Wed 1/14/26** | **Thu 4/16/26** |
| 398 | Remove panels | 3 days | Wed 1/14/26 | Fri 1/16/26 |
| 399 | Clean and prep | 1 day | Mon 4/13/26 | Mon 4/13/26 |
| 400 | Reinstall panles | 1 day | Mon 4/13/26 | Mon 4/13/26 |
| 401 | Water test | 1 day | Tue 4/14/26 | Tue 4/14/26 |
| 402 | Pre punch | 1 day | Tue 4/14/26 | Tue 4/14/26 |
| 403 | Corrections | 2 days | Wed 4/15/26 | Thu 4/16/26 |
| 404 | **Storefront refurbished punched openings (detail 3 and 5 B01-A** | **24 days** | **Mon 3/16/26** | **Thu 4/16/26** |
| 405 | **Detail 3 & 5** | **24 days** | **Mon 3/16/26** | **Thu 4/16/26** |
| 406 | Lower glazing | 10 days | Mon 3/16/26 | Fri 3/27/26 |
| 407 | Upper glazing | 10 days | Mon 3/30/26 | Fri 4/10/26 |
| 408 | Water test | 1 day | Mon 4/13/26 | Mon 4/13/26 |



| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 409 | Pre punch | 1 day | Tue 4/14/26 | Tue 4/14/26 |
| 410 | Corrections | 2 days | Wed 4/15/26 | Thu 4/16/26 |
| 411 | **Storefront new punched openings (detail 1 and 2 B01-A2.0)** | **28 days** | **Mon 4/13/26** | **Wed 5/20/26** |
| 412 | **Detail 1 & 2** | **28 days** | **Mon 4/13/26** | **Wed 5/20/26** |
| 418 | DAC Complete | 0 days | Fri 5/29/26 | Fri 5/29/26 |
| 419 | **Storefront refurbished punched openings (detail 1, 2, 3 and 4 E** | **42 days** | **Fri 5/15/26** | **Wed 7/15/26** |
| 420 | **Detail 1, 2, 3 & 4** | **42 days** | **Fri 5/15/26** | **Wed 7/15/26** |
| 421 | Lower glazing | 19 days | Fri 5/15/26 | Thu 6/11/26 |
| 422 | Upper glazing | 19 days | Fri 6/12/26 | Thu 7/9/26 |
| 423 | Water test | 1 day | Fri 7/10/26 | Fri 7/10/26 |
| 424 | Pre punch | 1 day | Mon 7/13/26 | Mon 7/13/26 |
| 425 | Corrections | 2 days | Tue 7/14/26 | Wed 7/15/26 |
| 426 | **Stonework** | **153 days** | **Fri 1/9/26** | **Mon 8/17/26** |
| 427 | **Parapet caps** | **10 days** | **Fri 3/20/26** | **Thu 4/2/26** |
| 428 | Remove seal | 5 days | Fri 3/20/26 | Thu 3/26/26 |
| 429 | reseal | 5 days | Fri 3/27/26 | Thu 4/2/26 |
| 430 | **Cmu** | **10 days** | **Fri 4/3/26** | **Thu 4/16/26** |
| 431 | Repoint loints | 10 days | Fri 4/3/26 | Thu 4/16/26 |
| 432 | **Stone veneer** | **30 days** | **Fri 4/17/26** | **Fri 5/29/26** |
| 433 | Remove all joints | 15 days | Fri 4/17/26 | Thu 5/7/26 |
| 434 | Install backing | 3 days | Fri 5/8/26 | Tue 5/12/26 |
| 435 | New mortar | 12 days | Wed 5/13/26 | Fri 5/29/26 |
| 436 | inspection QC | 1 day | Mon 6/1/26 | Mon 6/1/26 |
| 437 | **Metal parapet cap** | **11 days** | **Tue 6/2/26** | **Tue 6/16/26** |
| 438 | Cap at stone coping | 10 days | Tue 6/2/26 | Mon 6/15/26 |
| 439 | inspection QC | 1 day | Tue 6/16/26 | Tue 6/16/26 |
| 440 | **Gutters** | **11 days** | **Wed 6/17/26** | **Wed 7/1/26** |
| 441 | Remove GSM gutters | 2 days | Wed 6/17/26 | Thu 6/18/26 |
| 442 | Clean and coat | 4 days | Fri 6/19/26 | Wed 6/24/26 |
| 443 | Install SS gutters | 4 days | Thu 6/25/26 | Tue 6/30/26 |
| 444 | inspection QC | 1 day | Wed 7/1/26 | Wed 7/1/26 |
| 445 | **Paint** | **17 days** | **Thu 7/2/26** | **Mon 7/27/26** |
| 446 | Stucco area | 6 days | Thu 7/2/26 | Fri 7/10/26 |
| 447 | Hallow metal doors and jambs | 4 days | Mon 7/13/26 | Thu 7/16/26 |
| 448 | Metal GSM caps | 6 days | Fri 7/17/26 | Fri 7/24/26 |
| 449 | inspection QC | 1 day | Mon 7/27/26 | Mon 7/27/26 |
| 450 | **Sinage** | **5 days** | **Tue 7/28/26** | **Mon 8/3/26** |
| 451 | Remove existing signage | 2 days | Tue 7/28/26 | Wed 7/29/26 |
| 452 | Reinstall | 2 days | Thu 7/30/26 | Fri 7/31/26 |
| 453 | inspection QC | 1 day | Mon 8/3/26 | Mon 8/3/26 |
| 454 | **Landscape repairs** | **10 days** | **Tue 8/4/26** | **Mon 8/17/26** |
| 455 | Place Holder1 | 2 days | Tue 8/4/26 | Wed 8/5/26 |
| 456 | Place Holder 2 | 4 days | Thu 8/6/26 | Tue 8/11/26 |
| 457 | Place Holder 3 | 4 days | Wed 8/12/26 | Mon 8/17/26 |
| 458 | **Finish protection as needed** | **10 days** | **Fri 1/9/26** | **Fri 1/23/26** |
| 459 | Place Holder for Storefront | 2 days | Fri 1/9/26 | Mon 1/12/26 |
| 460 | Place Holder for Storefront | 4 days | Tue 1/13/26 | Fri 1/16/26 |
| 461 | Place Holder for Storefront | 4 days | Tue 1/20/26 | Fri 1/23/26 |
| 462 | **Final** | **1 day** | **Tue 8/4/26** | **Tue 8/4/26** |
| 463 | City Inspection | 1 day | Tue 8/4/26 | Tue 8/4/26 |
| 464 | **Punch** | **5 days** | **Wed 8/5/26** | **Tue 8/11/26** |
| 465 | Pre punch | 1 day | Wed 8/5/26 | Wed 8/5/26 |
| 466 | Post punch | 1 day | Thu 8/6/26 | Thu 8/6/26 |
| 467 | Corrections | 3 days | Fri 8/7/26 | Tue 8/11/26 |
| 468 | **Library** | **66 days** | **Tue 3/24/26** | **Wed 6/24/26** |
| 469 | Scaffold install | 5 days | Tue 3/24/26 | Mon 3/30/26 |
| 470 | **Standing seam metal roof** | **5 days** | **Tue 3/31/26** | **Mon 4/6/26** |
| 471 | Replace ridge fastners | 5 days | Tue 3/31/26 | Mon 4/6/26 |
| 472 | **New gutter option** | **35 days** | **Wed 4/29/26** | **Wed 6/17/26** |
| 473 | Remove existing gutters | 5 days | Wed 4/29/26 | Tue 5/5/26 |
| 474 | Install plywood shims | 5 days | Wed 5/6/26 | Tue 5/12/26 |
| 475 | Reset stone coping | 5 days | Wed 5/13/26 | Tue 5/19/26 |
| 476 | Replace seal @stone coping | 5 days | Wed 5/20/26 | Wed 5/27/26 |
| 477 | Install new sealant for coping | 5 days | Thu 5/28/26 | Wed 6/3/26 |
| 478 | Instal WP Membrane | 5 days | Thu 6/4/26 | Wed 6/10/26 |
| 479 | Install new SS gutter | 5 days | Thu 6/11/26 | Wed 6/17/26 |
| 480 | **Existing gutter repair option** | **40 days** | **Wed 4/29/26** | **Wed 6/24/26** |
| 481 | Permanently attach gutters | 8 days | Wed 4/29/26 | Fri 5/8/26 |
| 482 | Coat gutters | 8 days | Mon 5/11/26 | Wed 5/20/26 |
| 483 | Remove sealant @ stone coping | 8 days | Thu 5/21/26 | Tue 6/2/26 |
| 484 | Replace sealant @stone coping | 8 days | Wed 6/3/26 | Fri 6/12/26 |
| 485 | **Inspections** | **5 days** | **Thu 6/18/26** | **Wed 6/24/26** |
| 486 | Inspection QC | 2 days | Thu 6/18/26 | Fri 6/19/26 |
| 487 | Water test | 2 days | Mon 6/22/26 | Tue 6/23/26 |
| 488 | Punch | 1 day | Wed 6/24/26 | Wed 6/24/26 |
| 489 | **Sloping metal roof** | **25 days** | **Wed 4/29/26** | **Wed 6/3/26** |
| 490 | **New gutter option** | **25 days** | **Wed 4/29/26** | **Wed 6/3/26** |
| 491 | Remove existing gutters | 4 days | Wed 4/29/26 | Mon 5/4/26 |
| 492 | Install plywood shims | 3 days | Tue 5/5/26 | Thu 5/7/26 |
| 493 | Reset stone coping | 4 days | Fri 5/8/26 | Wed 5/13/26 |
| 494 | Replace seal @stone coping | 4 days | Thu 5/14/26 | Tue 5/19/26 |
| 495 | Install new sealant for coping | 4 days | Wed 5/20/26 | Tue 5/26/26 |



| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 496 | Instal WP Membrane | 3 days | Wed 5/27/26 | Fri 5/29/26 |
| 497 | Install new SS gutter | 3 days | Mon 6/1/26 | Wed 6/3/26 |
| 498 | **Existing gutter repair option** | **14 days** | **Wed 4/29/26** | **Mon 5/18/26** |
| 499 | Permanently attach gutters | 3 days | Wed 4/29/26 | Fri 5/1/26 |
| 500 | Coat gutters | 3 days | Mon 5/4/26 | Wed 5/6/26 |
| 501 | Remove sealant @ stone coping | 4 days | Thu 5/7/26 | Tue 5/12/26 |
| 502 | Replace sealant @stone coping | 4 days | Wed 5/13/26 | Mon 5/18/26 |
| 503 | **Inspections** | **2 days** | **Tue 5/19/26** | **Wed 5/20/26** |
| 504 | Inspection QC | 1 day | Tue 5/19/26 | Tue 5/19/26 |
| 505 | Water test | 1 day | Wed 5/20/26 | Wed 5/20/26 |
| 506 | **Stonework** | **5 days** | **Tue 3/31/26** | **Mon 4/6/26** |
| 507 | Stone veneer (spot repair allowance) | 5 days | Tue 3/31/26 | Mon 4/6/26 |
| 508 | **Wainscot** | **10 days** | **Tue 4/7/26** | **Mon 4/20/26** |
| 509 | Remove joints | 5 days | Tue 4/7/26 | Mon 4/13/26 |
| 510 | Replace joints | 5 days | Tue 4/14/26 | Mon 4/20/26 |
| 511 | **Stucco** | **10 days** | **Tue 4/21/26** | **Mon 5/4/26** |
| 512 | Remove vertical joints | 5 days | Tue 4/21/26 | Mon 4/27/26 |
| 513 | Replcae vertical joints | 5 days | Tue 4/28/26 | Mon 5/4/26 |
| 514 | **Paint** | **28 days** | **Tue 3/31/26** | **Thu 5/7/26** |
| 515 | **B02-A2.0 (detail 1 and 3)** | **11 days** | **Tue 3/31/26** | **Tue 4/14/26** |
| 516 | Repair stucco | 6 days | Tue 3/31/26 | Tue 4/7/26 |
| 517 | Paint | 5 days | Wed 4/8/26 | Tue 4/14/26 |
| 518 | **B02-A2.1 (detail 1, 2, 3 and 4)** | **17 days** | **Wed 4/15/26** | **Thu 5/7/26** |
| 519 | Repair stucco | 9 days | Wed 4/15/26 | Mon 4/27/26 |
| 520 | Paint | 8 days | Tue 4/28/26 | Thu 5/7/26 |
| 521 | **Sinage** | **11 days** | **Fri 5/8/26** | **Fri 5/22/26** |
| 522 | Remove existing signage | 5 days | Fri 5/8/26 | Thu 5/14/26 |
| 523 | Reinstall | 5 days | Fri 5/15/26 | Thu 5/21/26 |
| 524 | inspection QC | 1 day | Fri 5/22/26 | Fri 5/22/26 |
| 525 | **Punch** | **4 days** | **Tue 5/26/26** | **Fri 5/29/26** |
| 526 | Pre punch | 1 day | Tue 5/26/26 | Tue 5/26/26 |
| 527 | Post punch | 1 day | Wed 5/27/26 | Wed 5/27/26 |
| 528 | Corrections | 2 days | Thu 5/28/26 | Fri 5/29/26 |
| 529 | Remove scaffolding | 5 days | Mon 6/1/26 | Fri 6/5/26 |
| 530 | **Senior Center** | **39 days** | **Tue 3/31/26** | **Fri 5/22/26** |
| 531 | Scaffold and ramp install | 1 day | Tue 3/31/26 | Tue 3/31/26 |
| 532 | **Refrigerator compressors** | **2 days** | **Wed 4/1/26** | **Thu 4/2/26** |
| 533 | Safe off electrical | 1 day | Wed 4/1/26 | Wed 4/1/26 |
| 534 | Remove three compressors | 1 day | Thu 4/2/26 | Thu 4/2/26 |
| 535 | **Roofing six sections (B04-A1.1)** | **17 days** | **Fri 4/3/26** | **Mon 4/27/26** |
| 536 | **Line 1-6, G-P** | **7 days** | **Fri 4/3/26** | **Mon 4/13/26** |
| 537 | Demo section one to substrate | 2 days | Fri 4/3/26 | Mon 4/6/26 |
| 538 | Replace dryrot plywood (low slope) | 2 days | Tue 4/7/26 | Wed 4/8/26 |
| 539 | <New Task> | 3 days | Tue 4/7/26 | Thu 4/9/26 |
| 540 | <New Task> | 3 days | Thu 4/9/26 | Mon 4/13/26 |
| 541 | **Line 12-15.2, N-S.5** | **7 days** | **Tue 4/7/26** | **Wed 4/15/26** |
| 542 | Demo section one to substrate | 2 days | Tue 4/7/26 | Wed 4/8/26 |
| 543 | Replace dryrot plywood (low slope) | 2 days | Thu 4/9/26 | Fri 4/10/26 |
| 544 | Placeholder 1 | 3 days | Mon 4/13/26 | Wed 4/15/26 |
| 545 | Placeholder 2 | 3 days | Mon 4/13/26 | Wed 4/15/26 |
| 546 | **Line 15-21.5, AA-FF** | **7 days** | **Thu 4/9/26** | **Fri 4/17/26** |
| 547 | Demo section one to substrate | 2 days | Thu 4/9/26 | Fri 4/10/26 |
| 548 | Replace dryrot plywood (low slope) | 2 days | Mon 4/13/26 | Tue 4/14/26 |
| 549 | Placeholder 3 | 3 days | Wed 4/15/26 | Fri 4/17/26 |
| 550 | Placeholder 4 | 3 days | Wed 4/15/26 | Fri 4/17/26 |
| 551 | **Line 12-17.5, G-K** | **7 days** | **Mon 4/13/26** | **Tue 4/21/26** |
| 552 | Demo section one to substrate | 2 days | Mon 4/13/26 | Tue 4/14/26 |
| 553 | Replace dryrot plywood (low slope) | 2 days | Wed 4/15/26 | Thu 4/16/26 |
| 554 | <New Task> | 3 days | Fri 4/17/26 | Tue 4/21/26 |
| 555 | <New Task> | 3 days | Fri 4/17/26 | Tue 4/21/26 |
| 556 | **Line 18.5-21, E-F.7** | **7 days** | **Wed 4/15/26** | **Thu 4/23/26** |
| 557 | Demo section one to substrate | 2 days | Wed 4/15/26 | Thu 4/16/26 |
| 558 | Replace dryrot plywood (low slope) | 2 days | Fri 4/17/26 | Mon 4/20/26 |
| 559 | <New Task> | 3 days | Tue 4/21/26 | Thu 4/23/26 |
| 560 | <New Task> | 3 days | Tue 4/21/26 | Thu 4/23/26 |
| 561 | **Line 10-17, C-F.3** | **7 days** | **Fri 4/17/26** | **Mon 4/27/26** |
| 562 | Demo section one to substrate | 2 days | Fri 4/17/26 | Mon 4/20/26 |
| 563 | Replace dryrot plywood (low slope) | 2 days | Tue 4/21/26 | Wed 4/22/26 |
| 564 | Placeholder 5 | 3 days | Thu 4/23/26 | Mon 4/27/26 |
| 565 | Placeholder 6 | 3 days | Thu 4/23/26 | Mon 4/27/26 |
| 566 | **Framing** | **9 days** | **Tue 4/28/26** | **Fri 5/8/26** |
| 567 | Remove (6) clearstory windows | 1 day | Tue 4/28/26 | Tue 4/28/26 |
| 568 | **Reframe openings to new height of roof** | **2 days** | **Wed 4/29/26** | **Thu 4/30/26** |
| 569 | Install flashing | 1 day | Wed 4/29/26 | Wed 4/29/26 |
| 570 | Inspection | 1 day | Thu 4/30/26 | Thu 4/30/26 |
| 571 | Reinstall (6) clearstory windows | 1 day | Fri 5/1/26 | Fri 5/1/26 |
| 572 | **Repair finishes around clearstory windows** | **2 days** | **Mon 5/4/26** | **Tue 5/5/26** |
| 573 | Interior | 1 day | Mon 5/4/26 | Mon 5/4/26 |
| 574 | **Exterior** | **1 day** | **Tue 5/5/26** | **Tue 5/5/26** |
| 575 | Seal clearstory windows | 1 day | Tue 5/5/26 | Tue 5/5/26 |
| 576 | Remove hollow metal doors (2) | 1 day | Wed 5/6/26 | Wed 5/6/26 |
| 577 | Install new hollow metal doors | 1 day | Thu 5/7/26 | Thu 5/7/26 |

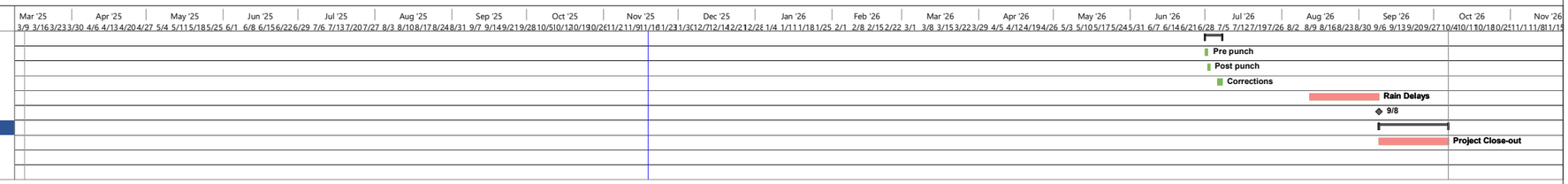


| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 578 | Repair dryrot at NW corner of multipurpose room | 1 day | Fri 5/8/26 | Fri 5/8/26 |
| 579 | **Stone veneer allowance** | **1 day** | **Mon 5/11/26** | **Mon 5/11/26** |
| 580 | Tile veneer at entry | 1 day | Mon 5/11/26 | Mon 5/11/26 |
| 581 | Tile veneer at multipurpose room | 1 day | Tue 5/12/26 | Tue 5/12/26 |
| 582 | **Paint** | **4 days** | **Wed 5/13/26** | **Mon 5/18/26** |
| 583 | Stucco repairs | 1 day | Wed 5/13/26 | Wed 5/13/26 |
| 584 | Body | 1 day | Thu 5/14/26 | Thu 5/14/26 |
| 585 | Doors, windows and trim | 1 day | Fri 5/15/26 | Fri 5/15/26 |
| 586 | Bollards | 1 day | Mon 5/18/26 | Mon 5/18/26 |
| 587 | **Punch** | **3 days** | **Tue 5/19/26** | **Thu 5/21/26** |
| 588 | Pre punch | 1 day | Tue 5/19/26 | Tue 5/19/26 |
| 589 | Post punch | 1 day | Wed 5/20/26 | Wed 5/20/26 |
| 590 | Corrections | 1 day | Thu 5/21/26 | Thu 5/21/26 |
| 591 | Remove scaffolding | 1 day | Fri 5/22/26 | Fri 5/22/26 |
| 592 | **Clock Tower** | **23 days** | **Mon 6/8/26** | **Thu 7/9/26** |
| 593 | **Scaffold assembly and fencing** | **3 days** | **Mon 6/8/26** | **Wed 6/10/26** |
| 596 | **Electrical systems** | **8 days** | **Thu 6/11/26** | **Mon 6/22/26** |
| 605 | **Demolition** | **15 days** | **Mon 6/8/26** | **Fri 6/26/26** |
| 609 | **Stone veneer** | **5 days** | **Wed 6/10/26** | **Tue 6/16/26** |
| 613 | **Reframe** | **2 days** | **Mon 6/8/26** | **Tue 6/9/26** |
| 616 | **Metal panels** | **4 days** | **Mon 6/8/26** | **Thu 6/11/26** |
| 619 | **Access panel and Ventilation** | **7 days** | **Fri 6/12/26** | **Mon 6/22/26** |
| 622 | **Paint** | **5 days** | **Mon 6/8/26** | **Fri 6/12/26** |
| 625 | **Civil** | **10 days** | **Mon 6/8/26** | **Fri 6/19/26** |
| 630 | **Landscape** | **4 days** | **Mon 6/22/26** | **Thu 6/25/26** |
| 633 | **Punch** | **4 days** | **Fri 6/26/26** | **Wed 7/1/26** |
| 637 | **Scaffold and fencing** | **5 days** | **Thu 7/2/26** | **Thu 7/9/26** |
| 640 | **Fire Station 16** | **38 days** | **Tue 5/26/26** | **Fri 7/17/26** |
| 641 | **Mechanical** | **16 days** | **Tue 5/26/26** | **Tue 6/16/26** |
| 642 | Safe off | 1 day | Tue 5/26/26 | Tue 5/26/26 |
| 643 | Remove hvac units | 2 days | Wed 5/27/26 | Thu 5/28/26 |
| 644 | Reinstall hvac units | 2 days | Fri 6/12/26 | Mon 6/15/26 |
| 645 | Reconnect to power | 1 day | Tue 6/16/26 | Tue 6/16/26 |
| 646 | Test hvac units | 1 day | Tue 6/16/26 | Tue 6/16/26 |
| 647 | **Solar** | **17 days** | **Wed 5/27/26** | **Thu 6/18/26** |
| 648 | Safe off to panels | 1 day | Wed 5/27/26 | Wed 5/27/26 |
| 649 | Remove panels | 2 days | Thu 5/28/26 | Fri 5/29/26 |
| 650 | Remove panel racks | 3 days | Mon 6/1/26 | Wed 6/3/26 |
| 651 | Extend stansions | 3 days | Thu 6/4/26 | Mon 6/8/26 |
| 652 | Install panels | 2 days | Tue 6/16/26 | Wed 6/17/26 |
| 653 | Clean panels | 1 day | Thu 6/18/26 | Thu 6/18/26 |
| 654 | Repower panels | 1 day | Fri 6/12/26 | Fri 6/12/26 |
| 655 | Test panels | 1 day | Mon 6/15/26 | Mon 6/15/26 |
| 656 | **Roofing** | **10 days** | **Fri 5/29/26** | **Thu 6/11/26** |
| 657 | Placeholder 7 | 3 days | Fri 5/29/26 | Tue 6/2/26 |
| 658 | Placeholder 8 | 3 days | Wed 6/3/26 | Fri 6/5/26 |
| 659 | Placeholder 9 | 2 days | Mon 6/8/26 | Tue 6/9/26 |
| 660 | Placeholder 10 | 2 days | Wed 6/10/26 | Thu 6/11/26 |
| 661 | **Clearstory windows (22)** | **24 days** | **Fri 6/12/26** | **Thu 7/16/26** |
| 662 | Finish protection interior | 3 days | Fri 6/12/26 | Tue 6/16/26 |
| 663 | Remove windows | 11 days | Wed 6/17/26 | Wed 7/1/26 |
| 664 | Reframe openings | 10 days | Thu 7/2/26 | Thu 7/16/26 |
| 665 | WP sasm and flash onpenings | 24 days | Fri 6/12/26 | Thu 7/16/26 |
| 666 | Reinstall windows | 22 days | Fri 6/12/26 | Tue 7/14/26 |
| 667 | Reseal around window | 5 days | Fri 6/12/26 | Thu 6/18/26 |
| 668 | Exterior trim repairs | 5 days | Fri 6/19/26 | Thu 6/25/26 |
| 669 | Interior trim repairs | 5 days | Fri 6/26/26 | Thu 7/2/26 |
| 670 | **Paint** | **6 days** | **Mon 7/6/26** | **Mon 7/13/26** |
| 671 | Stucco repairs | 2 days | Mon 7/6/26 | Tue 7/7/26 |
| 672 | Body | 2 days | Wed 7/8/26 | Thu 7/9/26 |
| 673 | Doors, windows and trim | 2 days | Fri 7/10/26 | Mon 7/13/26 |
| 674 | Bollards | 2 days | Fri 7/10/26 | Mon 7/13/26 |
| 675 | Roof access lader | 1 day | Fri 7/10/26 | Fri 7/10/26 |
| 676 | Garage opening frames | 1 day | Fri 7/10/26 | Fri 7/10/26 |
| 677 | Window steel plates | 2 days | Fri 7/10/26 | Mon 7/13/26 |
| 678 | Painted/coated GSM flashing | 2 days | Fri 7/10/26 | Mon 7/13/26 |
| 679 | **Punch** | **4 days** | **Tue 7/14/26** | **Fri 7/17/26** |
| 680 | Pre punch | 1 day | Tue 7/14/26 | Tue 7/14/26 |
| 681 | Post punch | 1 day | Wed 7/15/26 | Wed 7/15/26 |
| 682 | Corrections | 2 days | Thu 7/16/26 | Fri 7/17/26 |
| 683 | **Fire Station 17** | **34 days** | **Mon 6/8/26** | **Fri 7/24/26** |
| 684 | **Paint** | **34 days** | **Mon 6/8/26** | **Fri 7/24/26** |
| 685 | Patch stucco | 5 days | Mon 7/20/26 | Fri 7/24/26 |
| 686 | Elastomeric paint | 5 days | Mon 6/8/26 | Fri 6/12/26 |
| 687 | **Punch** | **4 days** | **Mon 6/15/26** | **Thu 6/18/26** |
| 688 | Pre punch | 1 day | Mon 6/15/26 | Mon 6/15/26 |
| 689 | Post punch | 1 day | Tue 6/16/26 | Tue 6/16/26 |
| 690 | Corrections | 2 days | Wed 6/17/26 | Thu 6/18/26 |
| 691 | **Fire Staion 18** | **14 days** | **Wed 6/17/26** | **Tue 7/7/26** |
| 692 | **Paint** | **5 days** | **Wed 6/17/26** | **Tue 6/23/26** |
| 693 | Patch stucco | 5 days | Wed 6/17/26 | Tue 6/23/26 |
| 694 | Elastomeric paint | 5 days | Wed 6/24/26 | Tue 6/30/26 |

City Of Dublin Exterior Improvements
GMP Project Schedule

PLANT

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 695 | **Punch** | **4 days** | **Wed 7/1/26** | **Tue 7/7/26** |
| 696 | Pre punch | 1 day | Wed 7/1/26 | Wed 7/1/26 |
| 697 | Post punch | 1 day | Thu 7/2/26 | Thu 7/2/26 |
| 698 | Corrections | 2 days | Mon 7/6/26 | Tue 7/7/26 |
| 699 | Rain Delays | 18 days | Wed 8/12/26 | Tue 9/8/26 |
| 700 | Substantial Completion | 0 days | Tue 9/8/26 | Tue 9/8/26 |
| 701 | **PROJECT CLOSE-OUT** | **20 days** | **Wed 9/9/26** | **Tue 10/6/26** |
| 702 | Project Close-out | 20 days | Wed 9/9/26 | Tue 10/6/26 |
| 703 | | | | |
| 704 | Target Completion 08/24/2026 | | | |



CITY OF DUBLIN
DEPARTMENT OF PUBLIC WORKS
CALIFORNIA

**PROJECT NO. GI0125, GI0223, GI0423**

**Exterior Improvements Project**
**100 CIVIC PLAZA, DUBLIN, CA 94568**

# PROJECT MANUAL

**December 2, 2025**

**SECTION 00 01 10**

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Section 00 43 00 Subcontractors List
Section 00 43 50 Principals Interested in This Bid
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Section 00 54 00 Ethical Standards for Contractors
Section 00 55 00 Notice to Proceed
Section 00 61 00 Faithful Performance Bond
Section 00 62 00 Payment Bond
Section 00 62 50 Maintenance Bond
Section 00 63 00 Guaranty
Section 00 65 00 Agreement and Release of Any and All Claims
Section 00 65 40 Worker's Compensation Insurance Certificate
Section 00 65 45 Community Workforce Agreement (CWA) Addendum A – Agreement to be Bound
Section 00 66 00 Substitution Request Form
Section 00 67 00 Escrow Bid Documents
Section 00 68 00 Escrow Agreement for Security Deposits in Lieu of Retention
Section 00 72 00 General Conditions
Section 00 82 20 Insurance

**END OF SECTION**

# SECTION 00 01 15
# LIST OF DRAWINGS

## GENERAL

| | |
|---|---|
| **G1.0** | COVER SHEET |
| **G1.1** | ABBREVIATIONS, GENERAL NOTES, PROJECT DATA, SYMBOLS |

## ARCHITECTURAL

| | |
|---|---|
| **B01-A1.0** | SITE PLAN |
| **B01-A1.1** | CITY HALL – FIRST FLOOR |
| **B01-A1.2** | CITY HALL – SECOND FLOOR |
| **B01-A1.3** | CITY HALL – ROOF PLAN |
| **B01-A1.4** | ARTS CENTER – FIRST FLOOR |
| **B01-A1.5** | ARTS CENTER – SECOND FLOOR |
| **B01-A1.6** | ARTS CENTER – ROOF PLAN |
| **B01-A2.0** | ARTS CENTER – ELEVATIONS |
| **B01-A2.1** | CITY HALL – ELEVATIONS |
| **B01-A2.2** | CITY HALL – ELEVATIONS |
| **B01-A2.3** | CITY HALL – ELEVATIONS |
| **B01-A2.4** | OUT BLDGS – PLANS AND ELEVATIONS |
| **B01-A3.0** | WINDOW / STOREFRONT SCHEDULE |
| **B02-A1.0** | LIBRARY – SITE PLAN |
| **B02-A1.1** | LIBRARY – ROOF PLAN |
| **B02-A1.2** | LIBRARY – ROOF PLAN |
| **B02-A2.0** | LIBRARY – ELEVATIONS |
| **B02-A2.1** | LIBRARY – ELEVATIONS |
| **B02-A3.1** | LIBRARY – SECTIONS |
| **B02-A9.0** | LIBRARY – DETAILS (SGH) |
| **B02-A9.1** | LIBRARY – DETAILS (SGH) |
| **B03-A1.0** | CLOCK TOWER – SITE PLAN |
| **B03-A2.0** | CLOCK TOWER – ELEVATIONS |
| **B03-A2.1** | CLOCK TOWER – SECTIONS |
| **B03-A8.0** | CLOCK TOWER – DETAILS |
| **B03-A8.1** | CLOCK TOWER – DETAILS |
| **B03-A8.2** | CLOCK TOWER – DETAILS |
| **B03-A8.3** | CLOCK TOWER – DETAILS |
| **B03-A8.4** | CLOCK TOWER – DETAILS |
| **B04-A1.0** | SENIOR CENTER – SITE PLAN |
| **B04-A1.1** | SENIOR CENTER – ROOF PLAN |
| **B04-A2.0** | SENIOR CENTER – ELEVATIONS |
| **B04-A8.0** | SENIOR CENTER – DETAILS |
| **B05-A1.0** | FIRE STATION 16 – SITE PLAN |
| **B05-A1.1** | FIRE STATION 16 – ROOF PLAN |
| **B05-A2.0** | FIRE STATION 16 – ELEVATIONS |
| **B05-A8.0** | FIRE STATION 16 – DETAILS |
| **B06-A1.0** | FIRE STATION 17 – SITE PLAN |
| **B06-A2.0** | FIRE STATION 17 – ELEVATIONS |

| | |
|---|---|
| **B07-A1.0** | FIRE STATION 18 – SITE PLAN |
| **B07-A2.0** | FIRE STATION 18 – ELEVATIONS |
| | |
| **B08-A1.0** | WAVE – SITE PLAN |
| **B08-A1.1** | WAVE – ROOF PLAN |
| **B08-A2.0** | WAVE – ELEVATIONS |
| **B08-A2.1** | WAVE – ELEVATIONS |
| **B08-A2.2** | WAVE POOL STORAGE – ROOF AND ELEVATIONS |
| **B08-A2.3** | WAVE CONCESSION – ROOF PLAN & ELEVATIONS |
| **B08-A2.4** | WAVE LOCKER – ROOF PLAN & ELEVATIONS |
| **B08-A8.0** | WAVE – DETAILS STUCCO & FIBER CEMENT BOARD |
| **B08-A8.1** | WAVE – DETAILS STEEL & FIBER CEMENT BOARD |
| **B08-A8.2** | WAVE – DETAILS PAINTED SGM & WOOD |
| | |
| **B09-12-A0.0** | HERITAGE SITE – OVERALL SITE PLAN |
| **B09-12-A1.0** | HERITAGE SITE – SITE UTILITIES PLAN |
| **B09-A1.0** | HERITAGE MUSEUM – SITE PLAN |
| **B09-A1.1** | HERITAGE MUSEUM – PLAN |
| **B09-A1.4** | HERITAGE MUSEUM – WOOD DECKING AND STAIRS |
| **B09-A1.11** | HERITAGE MUSEUM – ROOF PLAN |
| **B09-A2.0** | HERITAGE MUSEUM – ELEVATIONS |
| **B09-A2.1** | HERITAGE MUSEUM – ELEVATIONS |
| **B09-A6.0** | HERITAGE MUSEUM – WINDOW AND DOOR SCHEDULE |
| **B09-A8.0** | HERITAGE MUSEUM – DETAILS |
| **B09-A8.1** | HERITAGE MUSEUM – STAIR DETAILS |
| **B09-B1.0** | HERITAGE MUSEUM – ACCESSORY BUILDINGS PLANS AND DETAILS |
| | |
| **B10-A1.0** | OLD ST. RAYMOND CHURCH – SITE PLAN |
| **B10-A1.1** | OLD ST. RAYMOND CHURCH – ROOF PLAN |
| **B10-A1.2** | OLD ST. RAYMOND CHURCH – PLAN |
| **B10-A2.0** | OLD ST. RAYMOND CHURCH – ELEVATIONS |
| **B10-A8.0** | OLD ST. RAYMOND CHURCH – DETAILS |
| **B10-A8.1** | OLD ST. RAYMOND CHURCH – REROOF DETAILS |
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| **B11-A1.0** | KOLB HOUSE – SITE PLAN |
| **B11-A1.1** | KOLB HOUSE – ROOF PLAN |
| **B11-A1.2** | KOLB HOUSE – FLOOR PLAN |
| **B11-A2.0** | KOLB HOUSE – ELEVATIONS |
| **B11-A3.0** | KOLB HOUSE – WINDOW AND DOOR SCHEDULE |
| **B11-A8.0** | KOLB HOUSE – DETAILS |
| | |
| **B12-A1.0** | SUNDAY SCHOOL BARN – SITE PLAN |
| **B12-A1.1** | SUNDAY SCHOOL BARN – ROOF PLAN |
| **B12-A8.0** | SUNDAY SCHOOL BARN - DETAILS |
| **B12-B2.0** | PUBLIC RESTROOM DETAILS AND IMAGES – FLOOR PLAN |
| **B12-B2.1** | PUBLIC RESTROOM – WINDOWS AND DOORS |

**END OF SECTION**

**Section 00 25 10**

**CERTIFICATE RELATING TO FAITHFUL PERFORMANCE, PAYMENT BONDS**

I, THE UNDERSIGNED, HEREBY CERTIFY that I can obtain the followings Bonds as required by these contract documents and will provide executed copies of these bonds on the City furnished forms with the award package if awarded to:

- Section 00 61 00 - Faithful Performance Bond
- Section 00 62 00 - Payment/Labor and Materials Bond

Should I not be able to produce the required Bonds, for just cause, the Proposer will forfeit the Bid Bond submitted with this proposal.

I declare under penalty of perjury that the foregoing is true and correct and executed on this

_____ day of _____, 20___ at Dublin, California.

By:_____

_____
Official Title

On behalf of: _____
Contractor

**END OF SECTION**

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**Section 00 25 15**

**BIDDERS CHECKLIST TO ACCOMPANY BID PACKAGE**

**NOT USED**

**END OF SECTION**

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# SECTION 00 25 50
# BIDDER QUALIFICATION

**NOT USED**

**END OF SECTION**

**SECTION 00 40 00**
**BID FORM**

**NOT USED**

**END OF SECTION**

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**SECTION 00 41 10**
**BOND ACCOMPANYING BID**

**NOT USED**

**END OF SECTION**

**SECTION 00 42 10**

**DECLARATION OF CONTRACTOR'S LICENSE STATUS[1]**

I, _____, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

1. The State Contractor's license number for the signatory Design Builder is: _____.
2. The license expiration date is: _____.
3. Department of Industrial Relations Registration No. _____.

Executed on _____, 20_____, at _____, California.

_____
Design Builder's Firm Name – Print or Type

_____
Signatory's Name – Print or Type

_____
Signature

_____
Capacity in Contracting Firm – Print or Type

**END OF SECTION**

[1] California Business & Professions Code

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# SECTION 00 43 00
# SUBCONTRACTORS LIST

Pursuant to the requirements of the Subletting and Subcontracting Fair Practices, Act, California Public Contract Code Section 4100 and following, listed below are the name, business location, and the portion (type or trade) of the Project work to be subcontracted to each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total bid price. If the Project work includes construction of streets or highways, listed below are the name, business location, and the portion (type or trade) of the Project Work to be subcontracted to each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one-half of one percent of the total Project bid price, or ten thousand dollars, whichever is greater. Also listed below are the proposed subcontract dollar amount and current California Contractor's License Number(s) for each proposed subcontractor. Bids that fail to include complete proposed subcontractor information pursuant to this form and Public Contract Code Section 4100 and following may be deemed non-responsive.

Pursuant to California Public Contract Code Section 4106, For any portion of the Project work with a value of more than one half of one percent of the total bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, the bidder certifies by submission of its bid that the bidder is qualified to perform that portion of the Project work and that the bidder will perform that portion of the Project work with its own forces. The penalties listed in California Public Contract Code Section 4111 will apply to any substitution of another subcontractor for a subcontractor listed below except as permitted by the City pursuant to Section 4107 and following of the California Public Contract Code.

**Design Builder must fill out all columns, for each listed subcontractor.**

| Name of Subcontractor and Location of Mill or Shop | Description of Work, Reference to Contract Items | Subcontractor's License No. | Percent of Total Work | Department of Industrial Relations Registration No |
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| Name of Subcontractor and Location of Mill or Shop | Description of Work, Reference to Contract Items | Subcontractor's License No. | Percent of Total Work | Department of Industrial Relations Registration No |
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| Name of Subcontractor and Location of Mill or Shop | Description of Work, Reference to Contract Items | Subcontractor's License No. | Percent of Total Work | Department of Industrial Relations Registration No |
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(Design Builder to attach additional sheets if necessary)

**END OF SECTION**

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**SECTION 00 43 50**
**PRINCIPALS INTERESTED IN THIS BID**

**NOT USED**

**END OF SECTION**

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**SECTION 00 48 10**

**NON-COLLUSION AFFIDAVIT**

(To be executed by Design Builder and submitted with Bid)

STATE OF CALIFORNIA ) ss.

COUNTY OF _____ )

_____, being first duly sworn, deposes and says that he or she is

_____ of _____ the party making the foregoing proposal that pursuant to Title 23 United States Code Section 112 and Public Contract Code 7106 the Design Builder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Design Builder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Design Builder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Design Builder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Design Builder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**Design Builder is cautioned that making false certification may subject the certifier to criminal prosecution.**

IF A SOLE OWNER OR SOLE DESIGN BUILDER, SIGN HERE:

1) Name under which business is conducted: _____

2) Signature: _____

3) Place of business (Address):

_____
Street Number, Street Name, City, State, Zip Code

4) Telephone Number: _____

IF A PARTNERSHIP, SIGN HERE:

1) Name under which business is conducted: _____

2) Signature: _____

3) Place of business (Address):

_____
Street Number, Street Name, City, State, Zip Code

4) Telephone Number: _____

IF A CORPORATION, SIGN HERE:

1) Name under which business is conducted: _____

2) Signature, with official title of officer authorized to sign for the Corporation:

_____
(Impress Corporate Seal Here)

3) Incorporated under the laws of the State of _____

City and State _____

4) Place of Business _____
(Street and Number)

City and State _____

5) Telephone Number: _____

MY/OUR STATE CONTRACTOR'S LICENSE, NO: _____, Expires: _____
CLASSIFICATION NO: _____

THIS PROPOSAL MUST BE NOTARIZED BELOW
SUBSCRIBED AND SWORN TO BEFORE ME, THIS_____ DAY OF _____, 20_____

_____

(NOTARIAL SEAL)

Notary Public in and for the

County of _____

State of _____

**END OF SECTION**

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**SECTION 00 51 00**

**NOTICE OF AWARD**

(Sample)

Date:

TO:
ATTN:

ADDRESS:

PROJECT: Exterior Improvements Project

The Contract Price of your contract is _____dollars, ($0.00). Three copies of each of the proposed Contract Documents listed below accompany this Notice of Award. Three sets of the conformed Drawings and Specifications may be delivered separately or otherwise made available to you soon.

You must comply with the following conditions by 5:00 p.m. on the 14th day following this Notice of Award:

1. You must deliver to the City two fully executed counterparts of Section 00 52 00, “Agreement.”

2. You must deliver to the City Section 00 61 00, “Faithful Performance Bond,” and Section 00 62 00, “Payment Bond,” executed by you and your surety.

3. You must deliver to City the insurance certificates required under Section 00 82 20, “Insurance.”

4. You must deliver to the City Section 00 63 00, “Guaranty,” executed by you.

6. You must deliver to City the Schedule of Values as specified in Section 01 20 00, “Measurement and Payment.”

7. You must deliver to the City Section 00 65 45 CWA – Addendum A – Agreement to be Bound, executed by all the Subcontractors (one form for each Subcontractor).

Failure to comply with these conditions within the time specified will entitle City to consider your proposal abandoned, to annul this Notice of Award, and to declare any Security forfeited. Within fourteen (14) calendar days after you comply with these conditions, the City will return to you one fully signed counterpart of the Agreement.

The City of Dublin
A Municipal Corporation

_____
Michael Boitnott
Capital Improvement Program Manager

**END OF SECTION**

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**DOCUMENT 005200**
**AGREEMENT**

CITY OF DUBLIN
City Hall, 100 Civic Plaza
Dublin, California 94568

**CONSTRUCTION AGREEMENT**

FOR PROGRESSIVE DESIGN BUILD SERVICES
FOR THE

**Exterior Improvements Project (EIP)**

THIS AGREEMENT FOR PROGRESSIVE DESIGN BUILD SERVICES, made this December 2, 2025 (this "Agreement"), by and between Plant Construction Company, L.P. , a California Limited Partnership whose place of business is at 300 Newhall St San Francisco, CA 94124 hereinafter referred to as Design Builder, and the CITY OF DUBLIN, a political subdivision of the State of California, hereinafter referred to as "City":

In consideration of the mutual covenants hereinafter set forth, Design Builder and City agree as follows:

1. **WORK.** Design Builder shall, in a good and workmanlike manner and in accordance with the highest professional standards, provide, furnish, perform and complete all necessary planning, architectural, engineering, all other design services of any type, procurement, permitting and support services, construction, landscaping, clean-up, all other construction services of any type, and shall provide and furnish all necessary supplies, materials and equipment (except those to be provided by City, if any) and all necessary supervision, labor, and services required for the complete engineering, design, procurement, quality assurance, construction and all necessary installation, start-up and testing required for a complete, operational, and fully functional Project, as further described in Documents 011110 (Summary of Work) and Design Builder's Proposal. The all-inclusive obligations of the Design Builder set forth in this Section 1 (Work) are referred to in this Agreement as the "Work". The Design-Builder's obligation to deliver a complete, operational and fully functional Project is coextensive with the Design Builder's obligations set forth in the Contract Documents. Except with regard to any material to be provided and/or installed by City, the Design Builder shall fully commission and turn over a complete, operational, and fully functional Project to City. Without limiting the generality of this Agreement, the Design Builder shall provide the following work and services:

1.1 Design Builder has previously prepared complete designs and engineering, in the design phase contract and shall prepare working drawings, shop drawings and generate drawings and/or engineering analysis setting forth in detail the specifications and requirements for the purchasing and procurement of the services, materials and equipment and for the construction of the complete, operational, and fully functional Project, and shall furnish the services of all necessary supervisors, engineers, designers, draftsmen, and other personnel necessary for the preparation of those drawings and specifications required for the Work, including the pertinent information for power, natural gas, water supply, and any other utilities, as required.

1.2 Design Builder shall provide, install and complete as Specified and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing, utilities, transportation, and other facilities and services (including any temporary materials, equipment, supplies and facilities) necessary for the

proper execution and completion of the complete, operational, and fully functional Project, including where necessary the permanent interconnection, or reconnection for electricity, natural gas, water supply, and any other utilities and demonstration of fully satisfactory operation of all systems and equipment.

1.3 Design Builder shall supervise and direct the Work, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to design and construct the complete, operational, and fully functional Project. Design Builder shall provide, manage and organize such personnel as necessary to complete the Work in accordance with all requirements of the Contract Documents.

1.4 Design Builder shall obtain all governmental and private approvals, licenses, and permits required to complete the Work; provided, however, the Design Builder is not required to pay any charges associated with any permits **except** for reinspection charges or for encroachment permits for work performed in public right of ways. Design Builder is responsible for the cost of all other items related to the Work. Design Builder shall design and construct a complete, operational, and fully functional Project in full compliance with all applicable laws, codes and standards (both public and private), including but not limited to, the standards included and warranties expressed in the Contract Documents and manufacturers' recommendations pertaining to individual items of equipment or systems.

## 2. CITY'S PROJECT MANAGER AND REPRESENTATIVES.

2.1 City may delegate all or part of its rights, responsibilities and duties under this Agreement to a City Project Manager or other representative. City shall inform the Design Builder in writing of any such delegation and the extent of its representative's authority.

2.2 All notices or demands to City under the Contract Documents shall be to City's Capital Improvements Program Manager at:

Mr. Michael Boitnott
Capital Improvement Program Manager
100 Civic Plaza
Dublin, CA 94568
Telephone: (925) 833-6630
Email: michael.boitnott@dublin.ca.gov

or to such other person(s) and address(es) as City shall provide to Design Builder.

## 3. CONTRACT TIME AND LIQUIDATED DAMAGES.

3.1 Design Builder shall complete the Work within the schedule set forth in this Section 3, and beginning with the date in the Notice to Proceed that specifies the commencement of the Contract Time, and Document 007200 (General Conditions). City reserves the right to modify or alter the date the Work is to commence at any time.

3.2 Design Builder shall obtain all required regulatory agency approvals related to the Project. Design Builder accepts all time-related risks and all cost-related risks relating to those approvals

3.3 Design Builder acknowledges that time is of the essence with respect to the Completion of the Work and the performance of this Agreement and that the City will be damaged by

any delay in completing any of the major phases of the Project listed in paragraphs 3.3.1, 3.3.2, and 3.3.3 below. Therefore, Design Builder accepts the following Completion obligations:

3.3.1 Design-Builder shall achieve Substantial Completion no later than **246 calendar days** after the commencement date set forth in the Notice to Proceed, and Final Completion of the Project no later than 30 calendar days after the date by which Design-Builder achieves Substantial Completion ("Contract Time").

3.3.2 Following the issuance by the permitting agency of a permit allowing the Design Builder to commence construction for the Project, the Design Builder shall update the Project Master Schedule in accordance with Document 013216 (Schedules and Reports). The City is under no obligation to accept an updated Project Master Schedule that shows Design-Builder achieving Substantial Completion past **246 calendar days** after the commencement date established by the Notice to Proceed.

3.3.3 In addition to achieving Completion, Design Builder shall fully cooperate with the City so that the City may obtain all necessary Regulatory Agency approvals required to operate the Project.

3.4 To facilitate Design Builder performing its Completion obligations as described in Section 3.3 above, Design Builder acknowledges and accepts that the Regulatory Agency's review of incremental construction permit applications may take up to eight (8) weeks from the date the permit application is submitted to the Regulatory Agency. The Design Builder's Project Master Schedule, Design Schedule and Construction Schedule shall reflect durations for permit reviews and work sequencing. If the Design-Builder fails to provide the Regulatory Agency with all documents necessary for the Regulatory Agency to review an incremental construction permit application within the time period stated above, (a) the project Completion Time shall not be extended, (b) the Contract Sum shall not be adjusted, and (c) the Design-Builder shall accelerate the recovery of time to the critical path of the Project without compensation. City will manage its own decision-making process to timely review and approve Construction Documents within Design Builder's planned durations, and will make its reasonable best efforts to facilitate the Regulatory Agency's timely review of construction permit applications within Design Builder's planned durations.

3.5 Liquidated Damages and Schedule Incentives. The City and Design Builder recognize that time is of the essence in this Agreement and that the City may suffer financial loss in the form of additional contract administration expenses (including project management and consultants' expenses) and delay and loss of public use if the Work is not completed within the time specified in Section 3.3 above, plus any extensions thereof allowed in accordance with the Contract Documents. Design Builder and City agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by City because of a delay in completion of the Work.

Accordingly, City and Design Builder agree that Design Builder shall pay City the following liquidated damages measures that apply separately and cumulatively:

3.5.1 If Design Builder fails to achieve Substantial Completion of the Project and/or final Completion of the Project within the times specified in paragraph 3.3 above in accordance with the Contract Documents,

Design Builder shall pay City as liquidated damages and not as a penalty, the following sums of money per day for each calendar day the actual time of Design Builder's performance exceeds the authorized Contract Time for construction of the Project:

3.5.1.1 Design-Builder shall pay City **$2,000 per calendar day** as liquidated damages for every day by which Substantial Completion exceeds **246 calendar days** from and after the starting date as established by the Notice to Proceed.

3.5.1.2 If Design-Builder fails to achieve final Completion of the Project within **30 calendar days** after the date by which Design-Builder achieves Substantial Completion, then Design-Builder shall pay City **$2,500 per calendar day** as liquidated damages for every day by which final Completion of any portion of the Project exceeds this time period.

3.6 Liquidated damages for delay shall cover and be in lieu of the actual damages suffered by City as a result of delay. Liquidated damages are intended to compensate City for damages it incurs as a result of delay, but do not cover the cost of completion of the Work or any other damages not arising from delay. These liquidated damages shall be the City's sole remedy for recovery of damages due to delay in the Work, provided that this provision shall not limit any right or remedy of City in the event of any other default of Design Builder other than failing to complete the Work within the Contract Time.

3.7 Subject to the liquidated damages measures in the Contract Documents, neither Design Builder or City shall have any liability for consequential damages arising out of the completion of the Work under the Contract Documents, except to the extent that such consequential damages arise from personal injury, property damage, economic loss or defective work and are covered by any insurance maintained by City, Design Builder, or any Subcontractor, Supplier, design professional or any other party involved on the Project.

## 4. CONTRACT SUM.

4.1 City shall pay the Design Builder Twelve Million Eight Hundred Seventy Eight Thousand Eight Hundred Seventy Six Dollars and no cents $12,878,876.00 (the "Guaranteed Maximum Price Contract Sum") for completion of the Work in strict accordance with the Contract Documents, as it may be adjusted pursuant to this Article 4 (Contract Sum).

4.2 The Contract Sum is all inclusive and includes all costs and expenses of the Work, including profit, markups, overhead and allowances; all federal, state, and local taxes on materials and equipment, and labor furnished by Design Builder, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of Design Builder's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services, except as otherwise provided in paragraph 13.7 of Document 007200 (General Conditions). The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

5. **DESIGN BUILDER'S REPRESENTATIONS AND WARRANTIES.** In order to induce City to enter into this Agreement, Design Builder represents and warrants to City the following:

5.1 Design Builder has visited the Sites, and made a non-destructive inspection of the Sites, and has examined the nature and extent of the Work, Sites, locality, actual conditions, as built conditions, labor availability and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Design Builder and safety precautions and programs incident thereto.

5.2 Design Builder has examined all reports of exploration and tests of subsurface conditions where necessary, and as built drawings, drawings or reports, available for design and construction purposes, of physical conditions that have been provided by the City, including those which are identified by preconstruction survey and/or in Documents 003120 (Hazardous Materials Surveys) or 003130 (Geotechnical Data and Existing Conditions), or which may be apparent at the Site and accepts the criteria set forth in these documents and Document 007200 (General Conditions) to the extent of the information contained in these documents upon which the Design Builder is entitled to rely.

5.3 Design Builder has conducted in the previous design phase contract or will obtain any additional examinations, investigations, explorations, tests, reports and studies, including but not limited to geotechnical investigations upon which the design will be based, that pertain to the surface and subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Sites that Design Builder considers necessary for the performance or furnishing of Work for the Contract Sum, within the Contract Time and in accordance with the terms and conditions of the Contract Documents.

5.4 Design Builder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.5 Design Builder has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it discovered prior to executing and delivering this Agreement in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City or otherwise is acceptable to Design Builder.

5.6 Design Builder is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or organization and is duly qualified to conduct business in the State of California.

5.7 The execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein (a) have been duly authorized by all necessary corporate or other organizational action, and (b) does not violate or create a default under any instrument, agreement, order or decree binding on Design Builder.

5.8 Design Builder will use the pre-qualified Subcontractors, who were listed in the Design Builder's Proposal. Consistent with Public Contract Code sections 4100 *et seq.*, Design Builder shall not substitute a different Subcontractor or supplier in place of any of those listed in Design Builder's Proposal, including in its response to City's Request for Qualifications, nor shall any Subcontractor assign or transfer, subcontract, or permit the

same to be performed by any other Subcontractor without City's prior written approval. Design Builder shall provide City with a complete and updated list of Subcontractors as they become known on the project and shall comply with the requirements of Public Contract Code section 22166 in awarding subcontracts.

| Subcontractor Name and Address | Scope of Work | Contractors' License Number | DIR Registration Number |
|---|---|---|---|
| Lawson Roofing<br>1495 Tennessee Street,<br>San Francisco, CA 94107 | Roofing | 339053 | 1000006451 |
| Pullman SST, Inc<br>6400 Goodyear Road,<br>Benicia, CA 94150 | Siding and Building Envelope | 866480 | 1000003194 |
| AAC Glass, Inc.<br>31044 San Antonio Street,<br>Hayward, CA 94544 | Windows and Storefronts | 1034201 | 1000063338 |
| Giampolini & CO<br>1482 67th Street,<br>Emeryville, CA 94608 | Painting | 322282 | 1000017973 |

5.9 Design Builder shall assign to the Project the key personnel listed in Design Builder's Proposal, together with those listed below in this Section 5.9, and make them available to work on the Project as a first priority during the term of this Agreement. Should any approved key personnel terminate employment or otherwise become unavailable during the term of this Agreement, Design Builder shall obtain City's prior written consent to any replacement. Any proposed replacement shall possess qualifications and experience equal or superior to the key personnel being replaced.

Design Builder's Key Personnel:

5.10 All Work performed by Design Builder is subject to the Community Workforce Agreement to be entered into among Design Builder, City, the Project Subcontractors and other required signatories thereto (the "CWA"). Prior to City's approval of this Agreement, Design Builder shall execute and deliver the CWA to the City. Before allowing any Subcontractor to perform any work on the Project, Design Builder shall have the Subcontractor execute the CWA and submit the signature page to City.

5.11 The Design Builder acknowledges that in conformance with the Contract Documents, any changes or extra work must be authorized in writing by the City prior to the Design Builder performing said work. Design Builder 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.

6. **CONTRACT DOCUMENTS**.

6.1 The following documents, including all changes, addenda and modifications thereto comprise the entire agreement between City and Design Builder concerning the Work (collectively, the "Contract Documents")

6.1.1 Design Builder's Prequalification Questionnaire submitted in response to City's Request for Qualifications (proprietary information, not for public use)
6.1.2 Exhibit 01 - Design Builder's GMP Proposal dated November 20, 2025
6.1.3 Notice of Award
6.1.4 Agreement
6.1.5 Notice to Proceed
6.1.6 Construction Performance Bond
6.1.7 Construction Labor and Material Payment Bond
6.1.8 Agreement and Release of Any and All Claims
6.1.9 Project Guaranty
6.1.10 Change Order
6.1.11 General Conditions
6.1.12 Insurance
6.1.13 Community Workforce Agreement
6.1.14 Project Manual (Division 00)
6.1.15 100% Project Technical Specifications (Division 01 thru 32), dated xx/xx/202X by ARG
6.1.16 100% Construction Drawings, dated xx/xx/202X by ARG

6.2 The intent of the Contract Documents is to include all necessary criteria to establish the process, scope and quality for completion of the Work by Design Builder. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Design Builder shall be required to the extent consistent with, and reasonably inferable from, the Contract Documents.

6.3 Any conflict between or among Contract Documents shall be resolved pursuant to paragraph 5.8 (Order of Precedence) of Document 007200 (General Conditions).

6.4 Construction Documents produced by the Design Builder that set forth the obligations of the Design Builder or its Subcontractor are an instrument for fulfilling the requirements of this Agreement as defined by the Contract Documents as defined in this Article 6 (Contract Documents), and do not replace them. See 007200 5.8.8.

6.5 There are no Contract Documents other than those listed above in Section 6.1 of this Agreement. The Contract Documents may only be amended, modified, or supplemented as is provided for in Document 007200 (General Conditions).

## 7. INSURANCE

7.1 Design Builder 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 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 Design Builder's bid.

7.2 Design Builder 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.

7.3 Design Builder 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 Design Builder agree to be bound to Design Builder and City in the same manner and to the same extent as Design Builder 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. Design Builder 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.

7.4 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California.

7.5 Design Builder agrees that if it does not keep the aforesaid insurance in full force and effect, City may terminate this Agreement.

7.6 At all times during the term of this Agreement, Design Builder 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.

7.7 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.

8. **INDEMNIFICATION.**

8.1 To the fullest extent permitted by law Design Builder 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 Design Builder, 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.

8.2 General. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Design Builder and shall survive the termination of this Agreement or this section. By execution of this Agreement, Design Builder 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 Design Builder.

8.3 Survival. Design Builder 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.

8.4 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

8.5 Scope. This section shall in no event be construed to require indemnification by Design Builder to a greater extent than permitted under the public policy of the State of California. Design Builder will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Design Builder, 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 Design Builder or of any subcontractor engaged in performance of the Work. The Design Builder 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 Design Builder will indemnify, defend, and hold harmless the City and its officials, officers, employees, and, volunteers from such liability. The Design Builder 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 Design Builder's performance of the Work. The Design Builder 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.

## 9. MISCELLANEOUS

9.1 Capitalized terms used in this Agreement and not defined here have the meaning given in Document 007200 (General Conditions), and if not defined therein, as defined in Section 014200 (References and Definitions), and if not defined therein, as defined in the Contract Documents.

9.2 It is understood and agreed that in no instance is any person signing this Agreement for or on behalf of City or acting as an employee or representative of City liable pursuant to this Agreement or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of City is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

9.3 Design Builder shall not assign any portion of the Contract Documents, but may subcontract portions of the Work only in compliance with the subcontractor listing requirements of Public Contracting Code section 4100 *et seq.*

9.4 The Contract Sum includes all design, management, overhead, profit, allowances (if any), and other costs of the Project necessary to complete the Work.

9.5 In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public contract, the Design Builder or subcontractor irrevocably offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) and under the Cartwright Act, (Chapter 2 (commencing with California Business and Professions Code section 16700) of Part 2 of Division 7 of the), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City renders final payment to the Design Builder, without further acknowledgment by the parties.

9.6 Pursuant to Labor Code section 1773, the Director of the California State Department of Industrial Relations has ascertained the general prevailing rates of per diem wages and for holiday and overtime work in the locality in which the Project is to be performed for each craft, classification, or type of worker needed to execute the this Agreement and the Work, and copies of such rates are in the Contract Documents and on file at City's office, and are hereby incorporated herein by this reference, and shall be made available to any interested party on request. Pursuant to Labor Code section 1861, Design Builder shall execute and file with City a certification that it is aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Design Builder shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

9.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

9.8 This Agreement shall be deemed to have been entered into in the City of Dublin and shall be governed in all respects by California law (excluding conflicts of laws).

9.9 Design Builder accepts the claims procedures established by Article 12 (Claims by Design Builder) of Document 007200 (General Conditions) and agrees that the provisions of Article 12 (Claims by Design Builder) constitute a claims procedure by agreement under Government Code Section 930.2, and Government Code sections 930 through 930.6. Design Builder shall bear all costs incurred in the preparation and submission of a Claim.

9.10 City shall have the right to timely and fully review and approve all phases of Design Builder's design including, but not limited to, drawings, specifications, shop drawings, samples and submittals, prior to submittal for any permit approval or deferred approval, as specified in the Contract Documents within the review durations published in the Design Builder's approved schedule, or in the absence of an approved schedule, within the review durations published in the Milestone Schedule of Section 011216 (Work Sequence). Such review, approval and other action shall not relieve Design Builder of its responsibility for a complete design complying with the requirements of the Contract Documents; but rather, such review and approval shall be in furtherance of City's monitoring and accepting the design as developed and issued by the Design Builder, consistent with these Contract Documents. Design Builder's responsibility to design and construct the Project in conformance with the Contract Documents is absolute.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION.

ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

Executed on _____, _____, by

CITY OF DUBLIN

_____
Colleen Tribby, City Manager

Attest:

_____
Marsha Moore, City Clerk

PLANT CONSTRUCTION COMPANY, L.P.

_____
Chris Rivielle, President

1000575696

_____
Consultant's DIR Registration Number

199832800016

_____
Consultant's Business Entity Number

Design Builder: For corporations and limited liability companies, the Agreement must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1190 and Corps. Code, Sec. 313.) The acknowledgment below must be signed by a Notary Public.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

)

City of _____ )

On _____, before me, _____, Notary Public, personally appeared _____ (insert name(s) and title(s) of the officer(s) signing on behalf of the Consultant), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

_____ (Notary's Seal)

Signature

END OF DOCUMENT

**SECTION 00 53 00**

# COMMUNITY WORKFORCE AGREEMENT

**Between**

**THE CITY OF DUBLIN**

**and**

**THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF ALAMEDA COUNTY AND ITS AFFILIATED LOCAL UNIONS**

**EFFECTIVE as of December 7, 2021**

DocuSign Envelope ID: EE3B5204-E840-4CD2-A96A-13519F6DA077

# CITY OF DUBLIN

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## INTRODUCTION/FINDINGS

This Community Workforce Agreement (the "Agreement") is entered into this 7th day of December, 2021 ("the Effective Date"), by and between the City of Dublin (hereinafter the "City"), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the **"Agreement to be Bound" (Addendum A)** (hereinafter the "Contractor(s)/Employer(s)"), and the Building and Construction Trades Council of Alameda County (hereinafter the "Council") and its affiliated local Unions that have executed this Agreement (referred to collectively herein as the "Union(s)").

## PURPOSE

The purpose of this Agreement is to promote the efficiency of construction operations for the City of Dublin through the use of skilled labor resulting in quality construction outcomes, to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project(s) hereinafter defined and covered by this Agreement, and to increase training and employment opportunities in the construction trades through local hire, apprenticeship and pre-apprenticeship, and community partnership programs for residents of the Local Area hereinafter defined.

## RECITALS

WHEREAS, the timely and successful completion of the City's construction projects is of the utmost importance to meet the needs of the City and avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of construction work on Projects and will be represented by the Unions who are signatory to this Agreement and employed by the Contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, the interests of the general public, the City, the Unions, and the Contractors/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Projects and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist among the parties to the Agreement; and

WHEREAS, the Contractor/Employers and the Union(s) and the City of Dublin wish to ensure labor peace at the jobsite devoid of any disruption that could jeopardize the schedule and timeliness of the construction process, where both contractors that are signatory to collective bargaining agreements and contractors that are not signatory to collective bargaining agreements are supervising employees; and,

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractors/Employers and the Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event the provisions of this Agreement shall prevail; and

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WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and recognizes the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable career pathways in the construction industry; and

WHEREAS, SB 922, codified as Public Contract Code Section 2500 *et seq.,* authorizes public entities to use, enter into, or require contractors to enter into, project labor agreements for construction projects, provided the agreement includes specified taxpayer protection provisions, which requirements have been incorporated into this Agreement; and

WHEREAS, the contract(s) for construction work on the Projects will be awarded in accordance with the applicable provisions of the California State Public Contract Code and all state, local and federal laws; and

WHEREAS, the City of Dublin has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contracts; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of the Projects.

## AGREEMENT

**NOW, THEREFORE, IT IS AGREED AMONG THE PARTIES HERETO, AS FOLLOWS:**

## 1 DEFINITIONS

1.1 "Agreement" means this Community Workforce Agreement.

1.2 "Agreement to be Bound" means the agreement (attached hereto as Addendum A) that shall be executed by each and every Contractor/Employer as a condition of working on the Project.

1.3 "City" means the City of Dublin.

1.4 "Completion" means that point at which there is Final Acceptance and the City has filed a Notice of Completion. For purposes of this definition, "Final Acceptance" means that point in time at which the City has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the City has executed a written acceptance of the work.

1.5 "Construction Contract" means all of the contract(s) (including design-bid, design-build, lease-leaseback or other contracts under which construction of a Project is done) for construction of any Project as that term is hereinafter defined.

1.6 "Contractor(s)/Employer(s)" or "Contractor(s)" or "Employer(s)" means any individual, firm, partnership or corporation (including a prime contractor, general contractor, construction manager, design-build entity, lease-leaseback entity, or equivalent), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a contract with the City with respect to the construction of any part of the Project, under contract terms and conditions that are approved by the City, and all contractors and subcontractors of any tier.

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1.7 "Core Worker" is a person that a Contractor/Employer can demonstrate meets the all the following qualifications: he or she (a) appeared on the Contractor/Employer's active payroll for at least ninety (90) of the last one hundred and eighty (180) working days prior to award of a Construction Contract; (b) possesses of all licenses and certifications required by applicable state and federal law for the work being performed; (c) has the ability to safely perform the basic functions of the applicable trade as required by law; and(d) has worked at least one thousand (1,000) hours in the applicable craft or trade.

1.8 "Council" means the Building and Construction Trades Council of Alameda County.

1.9 "Effective Date" means December 7, 2021.

1.10 "Final Acceptance" means that point in time at which the City has finally determined that the work pursuant to a Construction Contract has been completed.

1.11 "Local Area" means all of Alameda County and the portions of Contra Costa County that are within a 15-mile radius of City limits (which includes but is not limited to all or portions of the cities and unincorporated communities of Alamo, Danville, San Ramon, Walnut Creek, Lafayette, Orinda, and Moraga).

1.12 "Local Resident" means a person permanently residing in the Local Area, as demonstrated by proof of residency that is not a post office box.

1.13 "Master Agreement" means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.14 "New Apprentice" means a Local Resident who is being sponsored into or has been enrolled in a state-approved apprenticeship training program administered by a Joint Apprenticeship Training Committee for less than two years.

1.15 "Operative Date" means the date that is 90 calendar days following the Effective Date. However, should the City issue any bid documents, requests for proposals, or other equivalent solicitations for a project(s) that satisfies the definition in Section 1.17 between the Effective Date and the Operative Date, this Agreement and all of its provisions shall apply to said project(s).

1.16 "Operative Term" means the period of time that begins on the Operative Date and continues until the end of the Term.

1.17 "Project" means all City projects where the engineer's estimate of the total cost of the project, or the cumulative bid amount(s) submitted by the contractor(s) awarded Construction Contracts for the Project, meets or exceeds one million dollars ($1,000,000). All Construction Contracts required to complete an integrated Project shall be considered in determining whether this threshold is met. The City and the Council may mutually agree in writing to add additional projects or components to be covered by this Agreement. The term "Project" applies to each and all projects as defined in this section, whether used in the singular or plural herein. Projects shall not be divided or split into separate contracts for the purpose of evading coverage under this Agreement.

1.18 "Project Manager" means the person(s) or entity(ies) designated by the City to oversee the Projects and the implementation of this Agreement.

1.19 "Schedule A" has the same meaning as Master Agreement.

1.20 "Sole Operator" means a licensed contractor with no employees and exempted by the Contractor's State License Board from the requirement to carry worker's compensation insurance, pursuant to California Business and Professions Code section 7125.

1.21 "Term" means the period of time consisting of the "Operative Term" and any "Extended Term(s)" as those phrases are defined in Section 18.2.

1.22 "Union" or "Unions" means the Building and Construction Trades Council of Alameda County and its affiliated Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement..

1.23 "Veteran" means a person who served in the United States military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable, which is the same meaning set out in 38 U.S.C. § 101(2).

## 2 SCOPE OF AGREEMENT

2.1 Parties: This Agreement applies to and is limited to all Contractors/Employers performing Construction Contracts on the Project (including subcontractors at any tier), and their successors and assigns, the City, the Council, and the Unions.

2.2 Applicability: During the Operative Term, this Agreement governs all Construction Contracts awarded on a Project as defined. This Agreement shall no longer apply after Completion, except when the City directs a Contractor to engage in repairs, warranty work, modifications, or punch list work under a Construction Contract, when a Contractor performs work under a change order for a Construction Contract, and when start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project are performed pursuant to a Construction Contract.

2.3 Covered Work: This Agreement covers, without limitation, site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for the Project, that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of a Project, including, without limitation to the following examples, geotechnical and exploratory drilling, soils and materials testing and inspection, temporary and permanent HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start up, installation of modular furniture, and final clean up. On-site work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed to supply materials to the Project.

2.3.1 This Agreement covers all on-site fabrication work over which the City, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). This Agreement also covers any off-site work, including fabrication for the Project defined herein, that is traditionally performed by the Unions and is directly or indirectly part of the Project, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).

2.3.2 The furnishing of supplies, equipment or materials that are stockpiled for later use shall in no case be considered subcontracting. However, construction trucking work, such as the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process, as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation material, construction debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of written request or as required by the bid specifications.

2.3.3 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work as set forth under the provisions of this Agreement; provided, however, that the installation of specialty items which may be furnished by the Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; further, provided, however, in circumstances requiring special knowledge of the particular item(s), work may be performed by construction persons of a manufacturer or vendor where necessary to protect a manufacturer's warranty provided the manufacturer or vendor can demonstrate, by an enumeration of specific tasks, that the work cannot be performed by construction persons employed under this Agreement.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of various National Agreements as follows: the National Agreement of Elevator Constructors, the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles 4, 13, and 14 of this Agreement shall apply to such work.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement.

2.4.1 Construction Contracts awarded by entities other than the City.

2.4.2 The current or anticipated operation, maintenance, repair, access to or use of any of the City's buildings or facilities, except in those circumstances where the Project satisfies the requirements set forth in Section 1.17 ("Projects").

2.4.3 Work performed by the City's own employees as permitted by the Public Contract Code.

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2.4.4 Contractor/Employer's non-construction craft employees such as executives, managerial employees, engineering employees, design employees, supervisors above the level of general foreman (unless covered by a Master Agreement), and office, clerical, and administrative personnel that are not performing construction work on the project.

2.4.5 Any non-Project work performed on, near or leading to the site of work covered by this Agreement that is undertaken by state, county, or other governmental bodies or their contractors; or by public or private utilities or their contractors. Work performed by public or private utilities including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line and provides for access to the building via a conduit or series of conduits shall be Covered Work.

2.4.6 Off-site maintenance of leased equipment and on-site supervision of such work.

2.4.7 Construction Contracts issued during a Locally Declared Emergency, pursuant to Dublin Municipal Code Chapter 2.44, which are associated with emergency response and recovery activities and are subject to FEMA Procurement and Contracting Requirements.

2.4.8 Construction Contracts substantially funded by any federal, state, local or other public agency that prohibits the application of this Agreement; however, with respect to such work, the City agrees to make a reasonable effort to defend the application of this Agreement, including by making a written request to the funding source. Notwithstanding the foregoing, should only a specific provision of the Agreement be prohibited by the funding source, then, upon mutual agreement by the Council, the City shall modify the requirements of this Agreement accordingly to allow this Agreement to remain in place and to advance the purposes of this Agreement to the maximum extent feasible.

2.5 Award of Contracts: It is understood and agreed that the City has the right to select any qualified bidder for the award of Construction Contracts under this Agreement, pursuant to Public Contract Code Section 2500 *et. seq.* The bidder need only be willing, ready, and able to execute the Agreement to be Bound. This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project. A copy of all invitations to bid shall be provided to the Council at the time of issuance. In the event that a Construction Contract extends beyond the Operative Term or any Extended Term, the terms of this Agreement incorporated therein shall survive until Completion, notwithstanding anything to the contrary in this Agreement.

2.6 Termination, Suspension and/or Delay of Work: It is understood and agreed that the City, at its sole option, may change, terminate, delay and/or suspend any and all portions of the covered work at any time; however, if such a Construction Contract or portion of a Construction Contract is later reauthorized, this Agreement shall apply. Furthermore, the City may prohibit some or all work on certain days or during certain hours of the day to comply with applicable codes, laws or

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regulations, permits or to accommodate the ongoing operations of the City's facilities and/or to mitigate the effect of the ongoing Project's work on the businesses and residents in the neighborhood of the Project sites; and/or require such other operational or schedule changes that may be deemed necessary, in its sole judgment, to effectively maintain the primary purpose of the City's facilities and to remain a good neighbor to the residents and businesses in the area of the Projects. In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the affected Contractor and Union(s) with reasonable notice of any changes it requires pursuant to this section.

## 3 EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Council, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for the Project, whether as a Contractor or subcontractor thereunder, all Contractors/Employers agree to be bound by each and every provision of this Agreement and agree to evidence their acceptance prior to the commencement of work by executing the **Agreement to be Bound** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing, by executing the **Agreement to be Bound**, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not be awarded a Construction Contract on the Project.

3.4 The provisions of this Agreement, including the Schedule As incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement conflicts with a Schedule A, the provision of this Agreement shall prevail. Where a provision of a Schedule A does not conflict with this Agreement, the provision of the Schedule A shall apply.

3.5 This Agreement shall only be binding on the signatory parties hereto, and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Master Agreement. Any dispute between the Union(s) and the Contractor(s) with respect to compliance with this Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s) party to this Agreement.

3.6 The Contractor(s) has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Contractor(s) elect to subcontract, the Contractor(s) shall continue to have such primary obligation.

3.7 It is mutually agreed by the parties that any liability by a Union signatory to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations and duties between the Contractor(s) and the other Union(s) party to this Agreement.

3.8 The Unions agree that this agreement does not have the effect of creating any joint employment status between or among the City and/or any contractor or subcontractor.

## 4 WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Council, the Unions, the City, and the Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, refusal to work, walk-off, sit down, stand-in, wobble, boycott, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or any other facility of the City because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other City projects are not governed by the terms of the Agreement or this Article, except that the Unions or construction persons employed on the Projects may not participate in any strikes, sympathy strikes, work stoppages, picketing, hand billing, slowdowns, or otherwise advising the public that a labor dispute exists at a Project jobsite because of a dispute between Unions and Contractor(s) on any other project.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 As indicated in Section 4.1.1, there shall be no strike, sympathy strike, picketing, handbilling or otherwise advising the public that a labor dispute exists, refusal to work, walk-off, sit-down, stand-in, wobble, boycott, or slowdowns of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at the Projects and/or failure of the parties to that agreement to reach a new contract. If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of a demand for a new or modified Master Agreement, the Union agrees that it will not strike or withhold labor from the Contractor(s) on work covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the Union(s) and Contractor(s) agree to an interim agreement that will apply until a new Master Agreement is reached, the employees shall work under the terms of the interim agreement until a new or modified Master Agreement is reached between the Union(s) and Contractors(s). If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Project

during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In consideration of the foregoing, the Contractor(s) shall not incite, encourage, or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor(s) for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include the City's decision to terminate or suspend work on the site or any portion thereof for any reason.

4.1.5 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor/Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and one (1) business day's notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck, of the intent to withhold labor from the Contractor/Employers' or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.6 Notification: If the City or any Contractor contends that any Union has violated this Article, it will so notify, in writing, the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred.

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator, under this procedure. In the event the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, the parties shall select the arbitrator from the list in Section 13.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the City, the involved Contractor, and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the permanent arbitrator named above, or the alternate if the permanent arbitrator is not available, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by email and telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate

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recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article, and the arbitrator’s award shall be served on all parties by hand or registered mail upon issuance.

4.2.5 Liquidated Damages: If the Arbitrator determines that a violation of Section 4.1 has occurred, the breaching party shall, within eight (8) hours of the issuance of the decision take all steps necessary to immediately cease such activities and return to work. If the breaching party involved does not cease such activities by the beginning of the next regularly scheduled shift following the expiration of the eight (8) hour period after the arbitrator’s issuance of the decisions, then the breaching party shall pay the sum of ten thousand dollars ($10,000) as liquidated damages to the City per shift until the breach is remedied. The arbitrator shall retail jurisdiction for the sole purpose of determining compliance with this obligation and determining the amount of liquidated damages, if any; but such retention shall not prevent the moving party from seeking judicial enforcement of the initial decision.

4.2.6 The arbitrator’s award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In a proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceeding may be *ex parte*. However, such agreement does not waive any party's right to seek or participate in a hearing for a final order of enforcement. Any court order enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.7 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance with the above procedure, are waived by the parties.

4.2.8 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

4.2.9 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

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## 5 PRE-JOB CONFERENCES

5.1 Timing: The Project Manager shall convene and conduct, at a physical or virtual location and time agreeable to the Council, a pre-job conference with the Unions and the representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set forth below, at least ten (10) working days prior to the commencement of any Project work, or the commencement of any Project work under a subsequently awarded Construction Contract.

5.2 The pre-job conference shall be attended by a representative of each participating Contractor and each affected Union, and the Council and City or their designee may attend at their discretion.

5.3 The pre-job conference shall include but not be limited to the following subjects:

5.3.1 A listing of each Contractor's scope of work
5.3.2 The craft assignments;
5.3.3 The estimated number of craft workers required to perform the work
5.3.4 Transportation arrangements;
5.3.5 The estimated start and completion dates of the work; and
5.3.6 Discussion of pre-fabricated materials.

5.4 Joint Administrative Committee: In order to ensure the terms of this Agreement are being fulfilled and concerns pertaining to the operation of this Agreement are addressed, the City and the Council shall establish a Joint Administrative Committee comprised of an equal number of representatives from the City and the Council. The Joint Administrative Committee shall meet on a periodic basis during the term of construction, at least annually, to assess the implementation of this Agreement, review the progress of Projects, and facilitate harmonious relations between the parties. Both the City and the Council shall have the right to call a meeting of the Joint Administrative Committee.

## 6 NO DISCRIMINATION

6.1 The Contractors and the Unions agree to not engage in any form of discrimination on the ground or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, disability or any other basis made illegal by federal, state, and local law against any person, or applicant for employment on the Projects.

## 7 UNION REPRESENTATION

7.1 The Contractor(s)/Employer(s) recognize the Unions as the sole bargaining representative of all craft employees performing Covered Work under this Agreement, and all such employees must be represented by a Union for the duration of their employment on the Project.

7.2 The Contractor(s)/Employer(s) shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. This Agreement does not require any employee of a non-Union contractor to join a Union or to pay dues or fees to a Union as a condition of working on the Project; however, nothing in this Article is intended to supersede the independent requirements of

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the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

## 8 REFERRAL AND CORE WORKERS

8.1 Contractor(s)/Employer(s) performing construction work on the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Unions shall operate the Job Referral System in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those that require equal employment opportunities and prohibit discrimination

8.2 The Contractor(s)/Employer(s), including those that are not signatory to a Master Agreement, shall have the right to reject any applicant referred by the Union(s), to the extent permitted under the terms of the applicable Master Agreement.

8.3 Sole Operators. A Sole Operator self-performing work on a covered Project shall execute an Agreement to be Bound, attend the pre-job conference and identify themselves as a Sole Operator, but shall not be required to request dispatch from the union hall with jurisdiction over the Sole Operator's work. However, if the Sole Operator hires any additional employees on a covered Project, the Sole Operator will be treated as a Core Worker and any subsequent employee(s) will be dispatched from the hiring hall. Before hiring an employee(s) on the Project, the Sole Operator must request permission from the JAC through the Coordinator and provide evidence of compliance with CLSB and Workers Compensation requirements..

8.4 Core Workers

8.4.1 A Contractor may request by name, and the local Union shall honor, referral of Core Workers. The Union will first refer to such Contractor one (1) worker from the applicable hiring hall, and then will refer one (1) of the Contractor's Core Workers. This alternating procedure shall repeat until such Contractor/Employer has hired a maximum of five (5) Core Workers. Thereafter, all additional employees shall be hired exclusively from the applicable hiring hall out-of-work list. For the duration of the Contractor's work, this ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in reverse order and in the same ratio of Core Workers to hiring hall referrals as was applied in the initial hiring. This Section applies only to employers not signatory to a Master Agreement and is not intended to limit the transfer provisions of the Master Agreement of any trade. As part of this process, and in order to facilitate contract administration procedures and the appropriate fringe benefit fund coverage, all Contractors shall require their Core Workers to register with the appropriate Union hiring hall and be dispatched to the Project prior to starting work.

8.4.2 Upon request by any Party to this Agreement, including the applicable Union, the Contractor employing any Core Worker shall provide satisfactory proof (i.e., payroll

records, quarterly tax records, or similar documentation) evidencing the worker's qualification as a Core Worker to the City and the Council.

8.4.3 Prior to each Contractor performing any Covered Work on a Project, such Contractor or subcontractor shall provide a list of its Core Workers to the City and the Council. Failure of such a Contractor to do so will result in that Contractor being prohibited from using any Core Workers on that Construction Contract.

8.5 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman they consider necessary and desirable, without such persons being referred by the Union(s), unless such craft construction employee is covered by a Master Agreement.

8.6 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain the worker(s) from any source. A Contractor/Employer who hires any worker(s) pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately direct such worker(s) to the appropriate Union hiring hall to be referred for work on the Project.

## 9 WAGES AND BENEFITS

9.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the applicable Master Agreement(s).

9.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements described in Section 9.1, which may from time to time be amended, specifying the detailed basis upon which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if they were appointed by the Contractors/Employers. The Contractors/Employers agree to execute a separate subscription agreement(s) when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 Holidays: Holidays shall be as set forth in the applicable Master Agreement.

9.5 Work on Fire Sprinkler Systems: All inspections on a Fire Sprinkler System shall be performed by an ASSE 15000 certified Sprinkler Fitter who is registered with the Office of the California State Fire

Marshall. All testing and/or maintenance performed on any Fire Sprinkler System shall be performed by an individual who has graduated from a state-approved apprenticeship program. All apprentices working on fire protection systems shall be registered with a state-approved apprenticeship program.

## 10 LOCAL HIRE, APPRENTICES, AND WORKFORCE DEVELOPMENT

10.1 Local Hire: It is in the interest of the parties to this Agreement to facilitate employment of Local Area residents and to use resources in the Local Area in construction of the Project. It is the objective of the parties that not less than twenty percent (20%) of all hours worked on the Project will be worked by residents of the Local Area. The Unions will exert their utmost efforts to recruit sufficient numbers of craft persons that are Local Residents to fulfill the referral requirements of the Contractor(s)/Employer(s). To the greatest extent allowed by law, and to the greatest extent consistent with the Unions' hiring hall provisions, and as long as they possess the requisite skills and qualifications, the Unions shall refer Local Residents, including journeymen and apprentices, for Project work covered by this Agreement.

10.2 Apprenticeship and Workforce Development:

10.2.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, including on public works projects, the Contractors/Employers shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in their respective crafts to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured. Notwithstanding the foregoing, Contractor may employ an apprentice that is enrolled in a California state-approved apprenticeship program other than a Joint Apprenticeship Training Program provided that (i) the apprentice is a Local Resident, (ii) the Contractor previously requested a Local Resident apprentice from the applicable Joint Apprenticeship Training Committee and one was not provided, and (iii) the apprentice counts toward the maximum number of Core Workers allowed to the Contractor on the Project under Section 8.4.1.

10.2.2 Apprentice ratios will be in compliance with the provisions of the California Labor Code and the applicable state prevailing wage determination.

10.2.3 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly indentured and supervised.

10.2.4 Consistent with the requirements of California Labor Code §§ 1776, 1777.5 and 1777.6, Contractor(s)/Employer(s) shall hire one (1) New Apprentice for the first one million ($1,000,000) dollars as determined by the engineer's estimate. Thereafter, Contractor(s) will be required to hire one (1) New Apprentice for every five million dollars ($5,000,000) determined by the engineer's esimtate. The New Apprentice(s) must work a minimum of 10% of the total craft's work hours. The intent of this provision is to utilize New Apprentices to the fullest extent permissible by state law and the Master Agreements.

10.2.5 The Contractor may deploy the apprentice to work on another concurrent project in order to meet the minimum hours, and those hours will be counted towards the total hours of the

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craft on the City of Dublin project. Certified Payroll must reflect the hours worked. The Contractor must fully document efforts to hire a New Apprentice, through the following steps: 1) requesting New Apprentices through the Union dispatch procedure, 2) contacting a minimum of three (3) MC3-certified or Union pre-apprenticeship training programs for the applicable craft or trade for referral of Local Residents.

10.2.6 There can be no more than one (1) entry-level New Apprentice for each craft, provided said crafts have apprenticeship openings and the general contractor will be able to include New Apprentices hired by their subcontractor to meet this requirement. The Unions will agree to cooperate with the Contractor(s) in furnishing apprentices as requested and the hiring of the apprentices will be in accordance with the Apprenticeship provisions listed in the Master Agreements and/or the Union agreements with the Division of Apprenticeship Standards, and the apprentices shall be properly supervised and paid in accordance with provisions contained within the Master Agreements. The Unions and Contractor(s)/Employer(s) shall cooperate with local pre-apprenticeship programs to ensure Local Residents have the opportunity to apply for and enter into the apprenticeship programs.

10.2.7 Failure of Contractors and their subcontractors to maintain qualified apprentices on the job will be subject to corrective action and, if not corrected, monetary penalties, as determined by the Grievance Committee as identified in Article 13.

10.2.8 Enforcement, Compliance & Reporting: Contractors will be required to submit Certified Weekly Payrolls to the City along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article 10. At a minimum the monthly reports must include 1) data on Local Residents work hour utilization on a craft by craft basis, 2) number of New Apprentices hired and the hours they have worked, 3) documentation showing any requests made to the Union dispatchers for Local Residents and the Union's response to the request. Enforcement of this article shall be according to the Grievance and Arbitration procedure outlined in Article 13.

10.3 Community Workforce Partnerships. The parties recognize the need to build within the Tri-Valley Region a pipeline to careers in the construction industry. Such effort would serve the parties' mutual goals of providing career opportunities and of developing adequate numbers of competent workers in the construction industry. In furtherance of these goals, the parties agree to work together in good faith, and in partnership with the Construction Trades Workforce Initiative (CTWI), and in conjunction with other interested Tri-Valley community-based organizations, to identify and develop an initiative or multiple initiatives to connect residents of the Tri-Valley Region with careers in the Building and Construction Trades, with a particular focus on providing opportunities to disadvantaged individuals.

10.4 Helmets to Hardhats.

10.4.1 The Contractors/Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to

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apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

10.4.2 The Unions and Contractors/Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

## 11 COMPLIANCE

11.1 It shall be the responsibility of the Contractor(s)/Employer(s) and Unions, and not the City, to investigate and monitor compliance with the provisions of Article 9 of this Agreement. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent wages or Trust Fund contributions from Contractors/Employers on the Project. Because the Project is a public work subject to the California Labor Code, the City or its designee shall comply with its obligations thereunder as well as this Agreement.

## 12 JOINT ADMINISTRATIVE COMMITTEE

12.1 There is hereby established a four (4) person Joint Administrative Committee ("JAC"). The JAC shall be comprised of two (2) representatives selected by the City and two (2) representatives selected by the Council. The City and the Council shall designate alternates who may serve in the absence of the designated representatives for any purpose. The JAC shall meet quarterly, or at the request of any Party to the Agreement, including Contractor(s)/Employer(s), to review the implementation of the Agreement, review progress of the Projects, and resolve concerns or issues relating to the administration of the Agreement; however, the JAC may not change, amend, add to or detract from any of the provisions of the Agreement. The Project Manager shall convene and facilitate the quarterly meetings and any other meetings as requested.

12.2 The City and Council representatives shall report on Project progress and provide ongoing workforce projections to facilitate efficient construction and compliance with the Local Hire goal.

12.3 The JAC shall convene in an effort to resolve any grievance filed pursuant to Article 13 by unanimous vote, with such resolutions to be final and binding on all signatories to the Agreement. The failure of any party to attend said hearing shall not delay the hearing or issuance of an award by the JAC, and in the absence of any party to the grievance, the hearing may proceed *ex parte*. If the JAC is unable to resolve the grievance, the grievance may be referred in accordance with Step 3 of Article 13.

## 13 GRIEVANCE ARBITRATION PROCEDURE

13.1 <u>Project Labor Disputes:</u> All disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article 4 and Article 14, shall be subject to resolution by the grievance arbitration procedures set forth in this Article.

13.2 <u>Employee Discipline:</u> All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions

contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or discharged without just cause.

13.3 No grievance shall be recognized unless the grieving party (Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

13.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting or the conclusion of efforts to resolve the grievance at Step 1, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Contractor/Employer, or the Contractor/Employer's designated representative, for discussion and resolution. This time limit may be extended by mutual consent of both parties. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, either party may request the dispute be submitted to arbitration within five (5) business days of the Step 2 meeting or the conclusion of efforts to resolve the grievance at Step 2. This time limit may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to arbitration, the representatives shall notify the permanent arbitrator designated in Article 4, or if not available, the alternate arbitrator designated in Article 4, for final and binding arbitration. If the permanent arbitrator or the alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Carol Vendrillo
3. Morris Davis

13.5 The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne equally by both parties. The arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall

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be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

13.6 The time limits specified at any step of the grievance procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

13.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this grievance procedure, the parties agree that such settlements shall not be precedent setting.

13.8 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, or its higher-tier Contractor, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the City until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an arbitrator shall so order.

13.9 Should any of the arbitrators listed in this Article or Article 4 no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

## 14 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

14.1 The assignment of Covered Work will be solely the responsibility of the Contractor(s)/Employer(s) performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

14.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractor(s)/Employer(s) shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor(s)/Employer(s) and Unions parties to this Agreement.

14.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan, and the arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

14.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

14.5 Each Employer will conduct a pre-job conference with the Council prior to commencing work. The City and the Project Manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

## 15 MANAGEMENT RIGHTS

15.1 Consistent with the Master Agreements, the Contractor(s)/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that all lawful manning provisions in the Master Agreement shall be recognized.

## 16 DRUG AND ALCOHOL TESTING

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited. In addition, the use and/or sale of tobacco or vaping products on City property is prohibited.

16.2 Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Schedule A.

## 17 SAVINGS CLAUSE

17.1 If any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word that will meet the objections to its validity and will be in accordance with its original intent.

17.2 In the event a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of the Agreement's provisions, and the City accordingly determines that compliance with this Agreement will not be required in order to perform work under a Construction Contract, the Unions will no longer be bound by the provisions of Article 4.

## 18 TERM

18.1 This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project.

18.2 The Operative Term shall be a period of five (5) years. Prior to the five (5) year anniversary of the Operative Date of this Agreement, the City and the Council shall meet to discuss proposed changes to the Agreement and/or whether to extend the agreement for an additional period or periods of time (an "Extended Term(s)").

## 19 MISCELLANEOUS PROVISIONS

19.1 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

19.2 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed PDF signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures. The Parties agree that the Agreement may be executed using electronic signatures so long as they are valid and enforceable under California law.

19.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

19.4 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

19.5 All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

**[SIGNATURES TO FOLLOW]**

**CITY:**

**CITY OF DUBLIN, a California Municipal Corporation**

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

Date: 3/4/2022

*Attest:*

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

*Approved as to Form:*

By: DocuSigned by:
4D33BDE7E6D8453...
John Bakker, City Attorney

**COUNCIL:**

**Building and Construction Trades Council of Alameda County , AFL-CIO**

By: DocuSigned by: Andreas Cluver
0E01575E882740C...
Andreas Cluver, Secretary-Treasurer

Date: 2/16/2022

**SIGNATORY UNIONS**

| | |
|---|---|
| Asbestos Workers, Local 16<br><br>_____ | Boilermakers, Local 549<br><br>_____ |
| Bricklayers and Allied Craftworkers, Local 3<br><br>_____ | Northern California Carpenters Regional Council (on behalf of Carpenters, Local 713, Carpenters, Local 2236, Lathers, Local 68L, Millwrights, Local 102, and Pile Drivers, Local 34)<br><br>_____ |
| Cement Masons, Local 300<br><br>_____ | Plasterers, Local 66<br><br>_____ |
| Electrical Workers, Local 595<br><br>_____ | Elevator Constructors, Local 8<br><br>_____ |
| International Union of Painters and Allied Trades, District Council No. 16 (on behalf of Auto & Marine Painters, Local 1176, Carpet & Linoleum Layers, Local 12, Glaziers, Architectural Metal & Glassworkers, Local 169, Painters & Tapers, Local 3)<br><br>_____ | Ironworkers, Local 378<br><br>_____ |
| Laborers, Local 67<br><br>_____ | Laborers, Local 304<br><br>_____ |
| Operating Engineers, Local 3<br><br>_____ | Roofers and Waterproofers, Local 81<br><br>_____ |

| | |
|---|---|
| Sheet Metal Workers, Local 104<br><br>_____ | Sprinkler Fitters, Local 483<br><br>_____ |
| Teamsters, Local 853<br><br>_____ | United Association of Steamfitters, Pipefitters, Plumbers and Gasfitters, Local 342<br><br>_____ |
| United Association, Underground Utility & Landscape, Local 355<br><br>_____ | |

**ADDENDUM A**

**AGREEMENT TO BE BOUND**

[Date]

[Addressee]

[Address]

Re: Community Workforce Agreement for the City of Dublin

Agreement to be Bound

Dear _____:

The undersigned confirms that it agrees to be a party to and bound by the Community Workforce Agreement for the City of Dublin ("Agreement"), as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to be Bound, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust fund documents as set forth in Section 9.1 of the Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by the Agreement shall extend to all work covered by the Agreement undertaken by the undersigned, and the undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement to be Bound. This Agreement to Be Bound shall survive the end of the Term of the Agreement, as specified in Section 2.5 of the Agreement.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR:_____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person:_____

Address of Authorized Person:_____

State Public Works Registration Number: _____

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## ADDENDUM B

## SIDE LETTER REGARDING AMADOR VALLEY INDUSTRIES

Pursuant to this Side Letter, the Community Workforce Agreement does not apply to off-hauling of construction debris contained in a debris box by the City of Dublin's solid waste franchisee, Amador Valley Industries, LCC, provided that such hauling is performed by a member of Teamsters Local 70. Any other off-hauling is covered by the Community Workforce Agreement if covered under Section 2.3.2. therein.

This Side Letter shall not apply to any other franchisee of the City.

150439\1221412

## SECTION 00 54 00
## ETHICAL STANDARDS FOR CONTRACTORS

1. Design Builders shall submit a signed and notarized copy of the affidavit that follows on the next page.

2. City may, at its sole discretion, terminate any contract with Design Builder if any of the following occurs:

   A. If Design Builder[1] does any of the following:
      i. Is convicted[2] of operating a business in violation of any Federal, State or local law or regulation;
      ii. Is convicted of a crime punishable as a felony involving dishonesty;[3]
      iii. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or (3) performing a public contract or subcontract;
      iv. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; or
      v. Made (or makes) any false statement(s) or representation(s) with respect to the contract; or

   B. If fraudulent, criminal, or other seriously improper conduct of any officer, director, shareholder, partner, employee, or other individual associated with Design Builder can be imputed to Design Builder when the conduct occurred in connection with the individual's performance of duties for or on behalf of Design Builder, with Design Builder's knowledge, approval or acquiescence, Design Builder's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

3. City may also terminate any contract with Design Builder if any one or more of the following occurs:

   A. If Design Builder becomes "insolvent", [4]

   B. If City determines that Design Builder no longer has the financial capability or business experience including, without limitation, loss of personnel deemed essential by City to perform successfully the terms of, or operate under, any contract with City; or

   C. If City determines that Design Builder fails to submit information or submits false information.

4. In the event a prospective Design Builder is ruled ineligible (debarred) to participate in a contract award process, or a contract is terminated pursuant to these provisions, Design Builder may appeal City's action to the Dublin City Council by filing a written request with the City Clerk within ten (10) calendar days of the notice given by City. The matter will be heard within thirty (30) days of the filing

---

[1] For purposes of this document, the term "Design Builder" (whether a person or a legal entity) means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a person who owns more than ten percent (10%) of the outstanding stock of a corporation and who is active in the day to day operations of that corporation.

[2] For purposes of this document, the terms "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

[3] For purposes of this document, the term "dishonesty" includes, without limitation, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

[4] For purposes of this document, Design Builder is "insolvent" if it is unable to pay its debts as they become due, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of Design Builder's assets.

of the appeal request with the City Clerk. Design Builder shall have the burden of proof on the appeal. Design Builder shall have the opportunity to present evidence, both oral and written.

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS**
**(To be executed by Design Builder and submitted with Bid]**

I, _____, being first duly sworn, depose and say to City of Dublin ("City") that:

1. I am _____ *[insert title or capacity]* of _____

   _____*[insert entity name]* ("Design Builder").

2. I hereby state that I have read and understood the foregoing Section 00 54 00, "Ethical Standards for Contractors." I have examined appropriate business records, and I have made inquiry of those individuals potentially included within the definition of "Design Builder" contained in Section 00 54 00. I have authority to make these representations on my own behalf and on behalf of the legal entity herein identified.
3. Neither (a) Design Builder nor (b) any individual(s) belonging to a category identified in footnote no. 1 of Section 00 54 00 has been convicted of any one or more of the crimes identified in Section 00 54 00 within the past five (5) years.
4. Notwithstanding award of any contract by Agency or performance thereunder, the City shall have all rights and remedies described in Section 00 54 00.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

_____

Name of Firm

_____

Signature

_____

Title

Note: Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

Subscribed and sworn to this _____day of _____, 20____.

NOTARY PUBLIC _____

**END OF SECTION**

**SECTION 00 55 00**

**NOTICE TO PROCEED – Phase ___**
(Sample)

Date: _____

TO: _____

ADDRESS: _____

_____

PROJECT: **Exterior Improvements Project**
**Project No. GI0125, GI0223, GI0423 – Phase ___**

You are notified that the Contract Time under the above contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Item 3 of Section 00 52 00 Agreement, the date of final completion is _____.

**Before you may start any Work at the site, you must: (conditions if applicable)**

Submit the Preliminary Project Schedule

_____

CITY OF DUBLIN,
A Municipal Corporation

By : _____

Title: _____

**END OF SECTION**

**This page intentionally left blank**

**SECTION 00 61 00**
**FAITHFUL PERFORMANCE BOND**

Bond No.

(NOTE: Design Builder must use this form, use of any other bond form may render a bid non-responsive)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City Council of the City of Dublin has awarded to _____

_____ (designated as the "PRINCIPAL") a contract for the Project Name, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, said PRINCIPAL is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, WE, the PRINCIPAL and _____

_____ as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the City (designated as "OBLIGEE"), in the penal sum of _____dollars ($_____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, and administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above bound PRINCIPAL, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall defend, indemnify and save harmless the OBLIGEE, it's officials, officers, employees, volunteers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

And the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications or the plans accompanying the same or to any other part of the contract documents, as defined therein, shall in any way affect said SURETY's obligation on this bond, and the SURETY does hereby waive notice of any such change, extension of time, alteration or addition.

And the said SURETY, for value received, hereby stipulates and agrees that upon termination of the Contract for cause, the OBLIGEE reserves the right to refuse tender of the PRINCIPAL by the SURETY to complete the Contract work.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals

this_____ day of _____, _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal) PRINCIPAL _____

By _____

(Acknowledgment) Title _____

(Corporate Seal) SURETY_____

By _____
(Attorneys-in-fact)

(Acknowledgment) Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)

**END OF SECTION**

**SECTION 00 62 00**
**PAYMENT BOND**

Bond No.

(NOTE: Design Builder must use this form, use of any other bond form may render a bid non-responsive)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City Council of the City of Dublin has awarded to _____

_____ (designated as the "PRINCIPAL") a contract for the Project Name, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

**WHEREAS**, pursuant to California Civil Code Section 9550, the PRINCIPAL is required, before entering upon the performance of the Contract, to file a payment bond with and have such bond approved by the officer or public entity by whom the Contract is awarded; and

**WHEREAS**, pursuant to California Civil Code Section 9554, such payment bond must be in a sum not less than one hundred percent (100%) of the total amount payable by the terms of the Contract, and must satisfy the other requirements specified in that section; and

**WHEREAS**, the PRINCIPAL is required in accordance with the Contract to furnish a payment bond in connection with the Contract to secure payment of claims of laborers, mechanics and material men employed on work under the Contract in accordance with applicable law;

**NOW, THEREFORE, THESE PRESENTS WITNESSETH:**

That the PRINCIPAL and the undersigned _____

_____, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California are held and firmly bound unto all laborers, material men, and all other persons named in California Civil Code Section 9100 in the sum of

_____ Dollars ($_____), lawful money of the United States, being a sum not less than one hundred percent of the total amount payable by the terms of the Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the PRINCIPAL or any of the PRINCIPAL's subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any persons named in California Civil Code Section 9100, or fail to pay for any labor, materials, provisions, provender, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or fail to pay amounts due under the Unemployment Insurance Code with respect to such work or labor, or fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL or any subcontractors of the PRINCIPAL pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the SURETY will pay for the same in an amount not exceeding the amount herein above set forth, and also, in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court; otherwise this obligation shall be void.

It is hereby expressly stipulated and agreed by the said Surety, for value received, that this bond shall inure to the benefit of any and all of the persons named in Section 9100 of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

It is hereby further expressly stipulated and agreed by the said Surety, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or the specifications or drawings accompanying the same or to any other part of the contract documents, as defined therein, shall in any manner affect the obligations of the SURETY on this bond, and SURETY does hereby waive notice of any such change, extension, alteration, or addition.

**IN WITNESS WHEREOF**, the above-bound parties have executed this instrument under their several

seals this_____ day of _____, _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal) PRINCIPAL_____

By _____

(Acknowledgment) Title _____

(Corporate Seal)

SURETY_____

By _____
(Attorneys-in-fact)

(Acknowledgment) Title _____

*(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)*

**END OF SECTION**

**SECTION 00 62 50**
**MAINTENANCE BOND**

Bond No.

(NOTE: Design Builder must use this form)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City Council of the City of Dublin has awarded to _____

_____ (designated as the "PRINCIPAL") a contract for the Project Name, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, the PRINCIPAL is required under the terms of the Contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under the Contract.

NOW, THEREFORE, we the PRINCIPAL and the undersigned _____

_____, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the City of Dublin, (designated as the "OBLIGEE"), in the penal sum of _____

_____ Dollars ($_____), lawful money of the United States , being a sum not less than ten percent (10%) of the final Contract price, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance by the OBLIGEE of the contracted work, the PRINCIPAL upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of OBLIGEE's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this

_____day of _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL_____

By _____

(Acknowledgment) Title _____

(Corporate Seal)

SURETY_____

By _____
(Attorneys-in-fact)

(Acknowledgment) Title _____

*(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)*

**END OF SECTION**

# SECTION 00 63 00
# GUARANTY

TO THE CITY OF DUBLIN, for the **Exterior Improvements Project, Project No GI0125, GI0223, GI0423**, in Dublin, California.

The undersigned guarantees all construction performed on this project and also guarantees all material and equipment incorporated therein. Design Builder hereby grants to City for a period of one (1) year following the date of acceptance of the Work by the Dublin City Council, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Design Builder and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Design Builder shall constitute an acceptance of work not done in accordance with this Guaranty or relieve Design Builder of liability with respect to any express warranties or responsibilities for faulty materials or workmanship. Design Builder shall remedy any defects in the Work and pay for any damage resulting there from which shall appear within one (1) year, or longer if specified, from the date of acceptance as described above.

Should any of the materials or equipment prove defective or should the Work as a whole prove defective, due to faulty workmanship, material furnished or methods or installation, or should the Work or any part thereof fail to operate properly as originally intended and in accordance with the Contract Documents due to any of the above causes within one (1) year after date of Dublin City Council acceptance, or such longer period specified in the Contract Documents, Design Builder shall: (1) reimburse City, upon demand, for its expenses incurred in restoring said Work to the condition contemplated in the Contract Documents, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or (2) upon demand by City, replace any such material and to immediately repair said Work completely without cost to City so that said Work will function successfully as originally contemplated.

Inspection of the work shall not relieve Design Builder of any of its obligations under the Contract Documents. Even though equipment, materials, or work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Design Builder shall, at its own expense, replace or repair any such equipment, material, or work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

City shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by Design Builder. In the event City elects to have said work performed by Design Builder, Design Builder shall make such repairs within a reasonable period of time after the receipt of demand from City; provided, however, that in no event shall such period exceed twenty-five (25) calendar days.

All definition of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Section 01 42 00, “References and Definitions.”

The foregoing Guaranty is in addition to any other warranties by Design Builder contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Design Builder under the Contract Documents and by law with respect to Design Builder’s duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Design Builder under the Contract Documents or by law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Design Builder.

DESIGN BUILDER:

_____ Corporate Seal:
Name of Firm

_____
Signature Date

_____
Title

**END OF SECTION**

**SECTION 00 65 00**

**AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS**

THIS AGREEMENT is made this day of _____, 20___, by and between (Name) _____, ("Design Builder"), whose place of business is located at (Address) _____ and City of Dublin, a public body corporate and politic ("City"), acting under and by virtue of the authority vested in the City by the laws of the State of California.

**RECITALS**

1. City and Design Builder entered into Contract for:

   **EXTERIOR IMPROVEMENTS PROEJCT, Project No. GI0125, GI0223, GI0423**

2. The Work under the foregoing Contract has been completed.

Now, therefore, it is mutually agreed between City and Design Builder as follows:

**AGREEMENT**

1. Design Builder will not be assessed liquidated damages except as detailed below:

| | |
|---|---|
| Original Contract Sum | $ _____ |
| Modified Contract Sum | $ _____ |
| Payment to Date | $ _____ |
| Liquidated Damages | $ _____ |
| Payment Due Design Builder | $ _____ |

2. Subject to the provisions of this Agreement and Release, City shall forthwith pay to Design Builder the sum of _____ Dollars and Cents ($_____) under the above Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with City as of the date of such payment.

3. Design Builder acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against City arising from the above Contract, except for the claims described in Paragraph 4. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Design Builder against City, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 4. Nothing in this Agreement and Release shall limit or modify Design Builder's continuing obligations described in Paragraph 6, below.

3. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

| Claim No. | Date Submitted | Description of Claim | Amount of Claim |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

**[Insert information, including attachment if necessary]**

5. Consistent with California Public Contract Code Section 7100, Design Builder hereby agrees that, in consideration of the payment of the undisputed contract amount, Design Builder hereby waives and releases and forever discharges City, all its agents, employees, inspectors, assignees, consultants and transferees from any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job and any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the work under Contract.

6. Guarantees and warranties for the Work, and any other continuing obligation of Design Builder, shall remain in full force and effect as specified in the Contract Documents.

7. Design Builder shall immediately defend, indemnify and hold harmless City, all its respective agents, employees, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Design Builder's suppliers and/or subDesign Builders of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of Contract, except for the Disputed Claims set forth in Paragraph 4, above.

8. Design Builder hereby waives the provisions of California Civil Code Section 1542 which provides as follows:

*A general release does not extend to claims, which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.*

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. Design Builder represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

11. All rights of City shall survive completion of the Work or termination of Contract, and execution of this Agreement and Release.

IN WITNESS WHEREOF the parties have executed this Agreement in the day and year first above written.

DESIGN BUILDER: _____
(Name of Firm)

_____
Signature

_____
Title (If Corporation: Chairman, President or Vice President)

_____
Signature

_____
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

CITY OF DUBLIN

_____
Colleen Tribby, City Manager

ATTEST:

_____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

**END OF SECTION**

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## SECTION 00 65 40
## WORKER'S COMPENSATION INSURANCE CERTIFICATE

The undersigned insurance company hereby certifies to the City of Dublin, California, that it is an admitted Worker's Compensation Insurer and that it has issued a policy of Worker's Compensation Insurance bearing policy number _____ to _____. Said policy is a valid policy of Worker's Compensation Insurance issued in a form approved by the California Insurance Commissioner and is now in full force and effect. The full deposit on said policy has been paid. The expiration date of said policy is the _____ day of _____, 20____. The undersigned Design Builder will give said City of Dublin at least thirty (30) calendar days advance notice of the cancellation of said policy.

Dated:_____

_____
INSURANCE COMPANY

Address:_____

_____

_____
AUTHORIZED REPRESENTATIVE (Signature)

_____
AUTHORIZED REPRESENTATIVE (Type Name)

_____
Design Builder

_____
Authorized Signature (Sign)

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Dublin, California, on the _____ day of _____, 20_____.

_____
AUTHORIZED REPRESENTATIVE (Signature)

_____
AUTHORIZED REPRESENTATIVE (Type Name)

**NOTE Workers' compensation coverage must be continuous. Failure to maintain workers' compensation insurance coverage will result in the license being suspended. Any work performed while the license is suspended is considered to be unlicensed and disciplinary action can be taken against you. Failing to have** workers' compensation coverage is a criminal offense. Section 3700.5 of the California Labor Code makes it a misdemeanor punishable by either a fine of not less than $10,000 or imprisonment in the county jail for up to one year, or both.

**END OF SECTION**

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**SECTION 00 65 45**
**COMMUNITY WORKFORCE AGREEMENT (CWA)**
**ADDENDUM A – AGREEMENT TO BE BOUND**

Date:

To: Michael Boitnott, CIP Manager
City of Dublin
100 Civic Center Plaza
Dublin, CA 94568

CC: Building and Construction Trades Council of Alameda County
7750 Pardee Lane, Ste. 100
Oakland, CA 94621

Re: Community Workforce Agreement for the City of Dublin Agreement to be Bound

Dear Mr. Boitnott

The undersigned confirms that it agrees to be a party to and bound by the Community Workforce Agreement for the City of Dublin ("Agreement"), as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to be Bound, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust fund documents as set forth in Section 9.1 of the Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by the Agreement shall extend to all work covered by the Agreement undertaken by the undersigned, and the undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement to be Bound. This Agreement to Be Bound shall survive the end of the Term of the Agreement, as specified in Section 2.5 of the Agreement.

This letter shall constitute a subscription agreement, to the extent of the terms of the

letter. DESIGN BUILDER/SUBCONTRACTOR:_____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person:_____

Address of Authorized Person:_____

State Public Works Registration Number: _____

**END OF SECTION**

**SECTION 00 66 00**

**SUBSTITUTION REQUEST FORM**

(Submit one form for each separate item or unit.)

TO: _____

PROJECT: _____

DESIGN BUILDER: _____

SUBCONTRACTOR/SUPPLIER: _____

DRAWING SHEET REFERENCE/DETAIL NO: _____

The undersigned Design Builder submits for consideration the following equipment or material instead of the specified item for the above project:

| SECTION | PARAGRAPH | SPECIFIED ITEM |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Proposed Substitution: _____

_____

For products specified by reference standard: Select any product meeting that standard.

For products specified by naming one or more products or manufacturer:

1. Select products of any named manufacturer meeting specifications.
2. For any product or manufacturer that is not specifically named, submit information required herein and in Section 01 60 30, “Product Substitution Procedures.” Design Builder incorporates by reference the representations and warranties set forth in Section 01 77 80.

Attach manufacturer’s literature, including complete technical data and laboratory test results, if applicable. Explain why proposed substitution is a true equivalent to specified item.

Include complete information on changes to Drawings and Specification that the proposed substitution will require for its proper installation. Fill in the blanks below:

1. Does the substitution affect dimensions shown on Drawings?

   _____

2. What effect does the substitution have on other contractors, trades, or suppliers?

   _____

   _____

1. What are the differences between the proposed substitution and the specified item? If proposed substitution has a color or pattern, provide a color board showing proposed substitution in relation to the other adjacent colors and patterns.

   _____

2. Manufacturers' guarantees and warranties of the proposed and specified items are:
   Same Different (If different, explain. Attached additional sheet if necessary.)

   _____

   _____

5. What effect does the substitution have on maintenance requirements?

   _____

   _____

6. Is there an additional cost or credit to the Owner for the proposed substitution?

   _____

   _____

The undersigned Design Builder certifies that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item and will not require redesign or modification to the design intent of the project.

Submitted by:

_____
Firm

_____
Name

_____
Signature

_____
Address

_____

_____

_____

Telephone: _____

Date: _____

For Use by CITY:

_____ Accepted _____Accepted as Noted

_____ Not Accepted ____Rec'd Too Late

By: _____

Date: _____

Remarks:

_____

_____

_____

_____

_____

**END OF SECTION**

**SECTION 00 67 00**
**ESCROW BID DOCUMENTS**

**NOT USED**

**END OF SECTION**

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## SECTION 00 69 00

## ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

Pursuant to Public Contract Code Section 22300, for monies earned by the Design Builder and withheld by the City of Dublin to ensure the performance of the contract, the Design Builder may, at its option, choose to substitute securities meeting the requirements of Public Contract Code Section 22300.

In the event that the Design Builder wishes to choose this option, the Design Builder shall enter into an escrow agreement with City, and the escrow agent, to be approved by the Engineer, in the form of the agreement included in these specifications.

The costs of such escrow shall be paid by the Design Builder **plus a City processing fee of one-hundred dollars ($100.00) per billing transaction** for an escrow request handling charge. The securities to be deposited in the escrow account shall be equivalent, in fair market value, to the amount to be withheld as performance retention. The securities shall be held in accordance with the provisions of Public Contract Code Section 22300, and the escrow agreement.

Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Design Builder and the public agency. The Design Builder shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

The Design Builder shall have the obligation of ensuring that such securities deposited are sufficient so as to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under the Contract. If, upon written notice from the City of Dublin's Director of Finance, or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the City to ensure performance, Design Builder shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the City, or in escrow, is equivalent to the amount of money to be withheld by the City under the Contract.

**ESCROW AGREEMENT**
**FOR SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between the City of Dublin, whose address is 100 Civic Plaza Dublin, California, 94568, hereinafter called "City", _____, whose address is _____, hereinafter called "Design Builder", and _____, whose address is _____, hereinafter called “Escrow Agent”

For consideration hereinafter set forth, the City, Design Builder, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Design Builder has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the Construction Contract entered into between the City and Design Builder for the project entitled Project Name in the amount of _____ _____ dated _____ (hereinafter referred to as the "Contract'). Alternatively, on written request of the Design Builder, the City shall make payments of the retention earnings directly to the Escrow Agent. When Design Builder deposits the securities as substitute for Contract earnings, the Escrow Agent shall notify the City within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and Design Builder. Securities shall be held in the name of _____ and shall designate the Design Builder as the beneficial owner.
2. The City shall make progress payments to the Design Builder for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. The City charges a processing fee for the escrow request is a one-hundred-dollar ($100.00) handling charge per billing transaction, which will be deducted from the amount deposited into escrow.
4. When the City makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Design Builder until such time as the escrow created under this contract is terminated. The Design Builder may direct the investments of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the escrow agent directly.
5. Design Builder shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Design Builder and Escrow Agent.
6. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Design Builder and shall be subject to withdrawal by Design Builder at any time and from time to time without notice to the City.
7. Design Builder shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Design Builder.
8. The City shall have a right to draw upon the securities in the event of default by the Design Builder. Upon seven day's written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.
9. Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Design Builder has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Design Builder all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

10. Escrow Agent shall rely on the written notifications from the City and the Design Builder pursuant to Sections (4) to (6) inclusive, of this agreement and the City and Design Builder shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
11. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Design Builder in connection with the foregoing, and exemplars of their respective signatures, are as follows:

On behalf of City:

_____

Title: _____

Name: _____

On Behalf of Design Builder:

_____

Title:_____

Name:_____

On behalf of Escrow Agent:

_____

_____
Title

_____
Name

_____
Signature

_____
Address

At the time the Escrow Account is opened, the City and Design Builder shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

| City: | Design Builder: |
|---|---|
| _____ | _____ |
| Title | Title |
| _____ | _____ |
| Name | Name |
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Address | Address |

**END OF SECTION**

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**SECTION 00 72 00**

**GENERAL CONDITIONS**

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**PART 1. GENERAL**

A. DOCUMENTS

1. Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Architect and Design Builder; (2) City and/or its representatives and a subcontractor, sub-sub-contractor or supplier of any Project labor, materials or equipment; or (3) between any persons or entities other than City and Design Builder. City shall be deemed to be an intended third-party beneficiary of each agreement referenced in clause (2) above, and each such agreement shall so provide. Design Builder is fully responsible for Design Builder's own acts and omissions. Design Builder is responsible for all acts and omissions of its subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work, labor, materials or equipment under a direct or indirect contract with Design Builder.

B. EXERCISE OF CONTRACT RESPONSIBILITIES

1. In exercising its responsibilities and authorities under Contract Documents, City does not assume any duties or responsibilities to any subcontractor or supplier and does not assume any duty of care to Design Builder, Design Builder's subcontractors or suppliers.

C. DEFINED TERMS

1. All definitions of terms used and not otherwise defined in these General Conditions are set forth in Specifications Section 01 42 00, "References and Definitions."

**PART 2. BIDDING**

A. INVESTIGATION PRIOR TO BIDDING

1. Bidder has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions of the Site, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Design Builder and safety precautions and programs incident thereto.
2. Under Contract Documents, Design Builder is charged with all information and knowledge that a reasonable bidder would ascertain from having performed the required work, investigations, research and analysis. Bid prices must include entire cost of all work incidental to completion of the contract, as that term is defined in Part 5 of this Section 00 72 00.

B. SUBCONTRACTORS

1. No subcontractor will be recognized as such by the City, and all persons engaged by the Design Builder in work of furnishing labor, materials, and equipment or any one or more of them, will be considered as employees of the Design Builder, except regarding insurance as provided elsewhere herein.
2. The Design Builder shall not substitute any person or subcontractor in place of the subcontractor designated in the original bid; nor shall he permit any such subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid; nor shall he sublet or subcontract any portion of the work in excess of one-half of one (1/2 of 1) percent of the Design Builder's total bid which was not listed in the original bid, except as provided hereafter.
3. The City may consent to the substitution of another subcontractor when the subcontractor named in the bid, after having a reasonable opportunity to do so, fails or refuses to execute a written contract, based upon these contract documents and the terms of the named subcontractor's bid is presented to him by the Design Builder or fails to perform the work, goes out of business or loses contracting license.
4. The City may permit subletting or subcontracting of any portion of the work excess of one-half of one (1/2 of 1 percent) of the Design Builder's total bid when no subcontractor was designated in the original bid, in cases of public emergency or necessity, after a finding reduced to writing

by the Engineer, setting forth facts constituting the emergency or necessity and evidenced by resolution of the Council.

5. The subcontract shall contain a reference to the agreement between the City and the principal Design Builder and the terms of that agreement and all parts thereof shall be made a part of such subcontract insofar as applicable to the work covered thereby. All work or material furnished by a subcontractor shall be guaranteed by the Design Builder and the City will hold the Design Builder responsible therefore.
6. In accordance with Section 6109 of the Public Contract Code, a public entity, as defined in Section 1100, may not permit a Design Builder or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project.
7. Any contract on a public works project entered into between a Design Builder and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a Design Builder on the project shall be returned to the awarding body. The Design Builder shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
8. The Design Builder shall provide the City within 5 business days complete and unredacted copies of subcontracts when requested.
9. Subcontract agreements must preserve and protect the rights of City under Contract Documents so that subcontracting will not prejudice such rights. To the extent of the work to be performed by a subcontractor, Design Builder must require the subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Design Builder all the obligations and responsibilities that Design Builder assumes toward City under Contract Documents. Design Builder must provide for the assignment of all rights any subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the work performed by the subcontractor under Contract Documents.

## PART 3. CONTRACT AWARD AND COMMENCEMENT OF THE WORK

A. AWARD OF CONTRACT

1. Apparent Low Bidder must execute and submit the following documents to City by 5 p.m. of the twenty-first (21st) calendar day following the NOTICE OF AWARD. Apparent Low Bidder's failure to submit these documents properly and timely entitles City to reject the Bid as non-responsive, foreclose on bid security, and proceed to the next low, responsible, responsive bidder.
   a. Section 00 52 00, "Agreement," executed by Bidder. Submit two (2) copies, each bearing an original signature.
   b. Section 00 61 00, "Faithful Performance Bond" and Section 00 62 00, "Payment Bond," executed by Bidder and surety.
   c. The Guaranty in the form set forth in Section 00 63 00, "Guaranty."
   d. Documentary information received or generated by Bidder in preparation of Bid prices for its Bid, as set forth in Section 00 67 00, "Escrow Bid Documents."
   e. Insurance Certificates and Endorsements required by Section 00 82 20, "Insurance."
   f. Schedule of Values as specified in Section 01 20 00, "Measurement and Payment."
2. City shall have the right to communicate directly with Apparent Low Bidder's proposed performance and labor and material payment bond surety, to confirm the performance bond. City may elect in its sole discretion to extend the time to receive faithful performance and labor and material bonds.

B. COMMENCEMENT OF WORK

1. The Contract Time will commence to toll on the thirtieth (30th) day after the issuance of the Notice of Award, or, if a Notice to Proceed indicating otherwise is given, on the day indicated

in the Notice to Proceed. City may give a Notice to Proceed at any time within thirty (30) days after the Notice of Award. Design Builder shall not perform any Work at the Site prior to the issuance of a written Notice to Proceed.

C. WORKING HOURS

1. Regular working hours shall be between the hours of 8:00 a. m. to 5:00 p. m., Monday through Friday, except: New Year's Day, MLK Jr's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and the Friday after Thanksgiving, Christmas Eve Day, Christmas Day and New Year Eve, and other legal holidays. If January 1st, July 4th, November 11th, December 24th December 25th or December 31st falls on a Sunday, the Monday following is a holiday. If January 1st, July 4th, November 11th, December 24th, December 25th, or December 31st falls on a Saturday, the preceding Friday is a holiday. Alameda County Fire Administration normal working hours are 6:00 a.m. to 5:30 p.m., Monday through Friday. Design Builder may be allowed to work from 7:00 a.m. to 7:00 p.m., including weekends but excluding all legal holidays, if approved in writing by the Engineer.
2. The Design Builder shall be required to perform certain operations such as demolition, temporary and permanent utility cross-overs, etc. during non-working hours.
3. The Design Builder shall give a minimum of three (3) work days' notice to the City Engineer for any work scheduled outside of the regular work hours. The Design Builder is responsible to schedule and coordinate its work accordingly to allow for inspections by the City Engineer or its designee as required by these specifications.
4. The Design Builder may be required to reimburse the City for any wages or expenses incurred, including City's mark-up for inspections by Engineer during non-regular work hours.

## PART 4. BONDS AND INSURANCE

A. BONDS

1. Within twenty-one (21) calendar days following Notice of Award of Contract, Design Builder shall file with City the following bonds:
   a. Corporate surety bond, in the form of Section 00 61 00, "Faithful Performance Bond," in the sum equal to 100% of the total contract price, to guarantee faithful performance of Contract Documents; and
   b. Corporate surety bond, in the form of Section 00 62 00, "Payment Bond," in the sum equal to 100% of the total contract price, to guarantee payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of the Work.
2. Sureties must be satisfactory to City. Corporate sureties on these bonds and on bonds accompanying Bids must be duly licensed to do business in the State of California and must have an A.M. Best Company financial rating of A:VII or better.

B. INSURANCE

1. Provisions of Section 00 82 20, "Insurance," shall apply.

## PART 5. DRAWINGS AND SPECIFICATIONS

A. INTENT

1. Drawings and Specifications are intended to describe a functionally complete and operable Project, suitable for its intended use an essential facility to be occupied police services and all parts thereof) to be constructed in accordance with the requirements of Contract Documents at a level above industry standard. Design Builder shall perform any work, and furnish any materials or equipment, that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Design Builder shall interpret words or phrases used to describe Work, materials or equipment, that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards, including City of

Dublin Building Codes. Design Builder is required to perform all work necessary under the Building Permit and pass the Building Department Final Inspection for both the site and buildings.

2. As part of the "Work," Design Builder shall provide all labor, materials, equipment, machinery, tools, facilities, services, loading, hauling, employee training and testing, hoisting facilities, shop drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Sections of Specifications and the identification on any Drawings shall not control Design Builder in dividing Work among Subcontractors or suppliers or delineating the work to be performed by any specific trade.
3. Design Builder shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents including required tasks to be performed under Division 1 of Specifications. Design Builder shall perform incidental work without extra cost to City. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price bid and Contract Sum.

B. DRAWING DETAILS

1. A typical or representative detail on drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from drawings, Design Builder shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Architect. Repetitive features shown in outline on drawings shall be in exact accordance with corresponding features completely shown.

C. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

1. Before undertaking each part of Work, Design Builder shall carefully study and compare Contract Documents and check and verify pertinent figures shown in Contract Documents and all applicable field measurements. Design Builder shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Design Builder shall not scale drawings for measurements. Design Builder shall promptly report to City, in writing, any conflict, error, ambiguity or discrepancy that Design Builder may discover. Design Builder shall obtain a written interpretation or clarification from City before proceeding with any Work affected thereby.

D. STANDARDS TO APPLY WHERE SPECIFICATIONS ARE NOT FURNISHED

1. The following general specifications shall apply wherever in the Specifications, or in any directions given by City in accordance with or supplementing Specifications, it is provided that Design Builder shall furnish materials or manufactured articles or shall do work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to a level above industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards and or codes, such as those cited in Section 01 42 00, "References and Definitions," for first-class work of the kind required. Design Builder shall specify in writing to City the materials to be used or work to be performed under this paragraph ten (10) business days prior to furnishing such materials or performing such work. Unless otherwise noted all products shall be handled, stored and installed in conformance to the manufacturer's recommendations.

E. DEVIATION FROM SPECIFICATIONS AND DRAWINGS

1. Design Builder must perform work in accord with Drawings and Specifications. Design Builder may deviate from Drawings or the dimensions given in the Drawings, or may deviate from the Specifications, only upon City's written approval of the proposed deviation.
2. City may order that locations, lines and grades for Work vary from those shown on Drawings. Changes may be made in locations, lines or grades for Work under any item of Contract Documents. No payment in addition to unit price fixed in Contract Documents for Work under respective items will be allowed on account of variations from Drawings in unit price items. In lump sum contracts, or where there are no unit price items covering work affected by variations of locations, lines or grades, all changes in Contract Documents will be made as set forth in Part 14 of this Section 00 72 00 and Section 01 26 00, "Modification Procedures."

F. PRECEDENCE OF DOCUMENTS

1. In the case of discrepancy or ambiguity in Contract Documents, the following order of precedence shall prevail: (1) Executed Change Orders; (2) Addenda in inverse chronological order, and in the same order as specific portions they are modifying; (3) Section 00 52 00 Agreement, and terms and conditions referenced therein; (4) Section 00 72 00 General Conditions; (5) Division 1 Specifications; (6) Project Specification Divisions 2 through 33; (7) Project Drawings; (8) City Standard Details; (9) Other referenced standards or specifications.
2. When there is any conflict between a bill or list of materials shown in Contract Documents and the actual quantities required to complete Work required by Contract Documents, the actual quantities shall take precedence.

G. OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND CONTRACT DOCUMENTS

1. Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of City. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

**PART 6. CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS**

A. CITY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

1. City may perform with its own forces, construction or operations related to the Project. City may also award separate contracts in connection with other portions of the Project or other construction or operations, on the site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility owners perform other work.

B. MUTUAL RESPONSIBILITY

1. Design Builder shall afford all other contractors, utility owners and City (if City is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Design Builder shall ensure that the execution of its Work properly connects and coordinates with others' work and shall cooperate with them to facilitate the progress of the Work.
2. Design Builder shall coordinate its Work with the work of other separate contractors, City, and utility owners. Design Builder shall hold coordination meetings with other contractors, City and its representatives, and utility owners as required by the Section 01 31 15, "Project Meetings."
3. Unless otherwise provided in Contract Documents, Design Builder shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design Builder shall not endanger any work of other separate contractors, City or utility owners by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of City and the others whose work will be affected.
4. To the extent that any part of Design Builder's Work is to interface with work performed or installed by other contractors or utility owners, Design Builder shall inspect and measure the in-place work. Design Builder shall promptly report to City, in writing, with a copy to Architect, any defect in in-place work that will impede or increase the cost of Design Builder's interface unless corrected. City will require Design Builder responsible for the defective work to make

corrections so as to conform to its contract requirements, or, if the defect is the result of an error or omission in Contract Documents, issue a Change Order. If Design Builder fails to measure, inspect and/or report to City in writing defects that are reasonably discoverable, Design Builder shall bear all costs of accomplishing the interface acceptable to City. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

C. CITY AUTHORITY OVER COORDINATION

1. City shall have authority over coordination of the activities of multiple contractors in cases where City performs work with its own forces or contracts with others for the performance of other work on the Project, or utilities perform work on the Site. City may at any time and in its sole discretion, designate a person or entity other than City to have authority over the coordination of the activities among the various contractors. City's authority with respect to coordination of the activities of multiple contractors and utility owners shall not relieve Design Builder of its obligation to other contractors and utility owners to coordinate its work with other contractors and utility owners as specified above. Design Builder shall promptly notify City in writing when another contractor on the Project fails to coordinate its work with the Work of Contract Documents.
2. Design Builder shall suspend any part of the Work or carry on the same in such manner if directed by City when such suspension or prosecution is necessary to facilitate the work of other contractors or workers. No damages or claims by Design Builder will be allowed if the suspension or work change is due in whole or in part to Design Builder's failure to perform its obligation to coordinate its work with other contractors and utility owners. Damages or claims will be allowed only to the extent of fault by City if the suspension or work change is due in whole or in part to another contractor's failure to coordinate its work with Design Builder, other contractors and utility owners. City reserves the right to back charge Design Builder for any damages or claims incurred by other contractors as a result of Design Builder's failure to perform its obligations to coordinate with other contractors and utility owners. City may deposit the funds retained with a Court of competent jurisdiction pursuant to applicable interpleader procedures, and Design Builder releases City of further liability for such funds.

**PART 7. CITY AUTHORITY**

A. CITY'S REPRESENTATIVES

1. City's designated authorized representative is the Capital Improvement Program Manager or designee, who shall have authority to act on behalf of City as set forth in Contract Documents. Except as otherwise provided in these Contract Documents, City shall issue all communications to Design Builder through the Capital Improvement Program Manager and Design Builder shall issue all communications to City through the Capital Improvement Program Manager in a written document delivered to City. There shall be no communications between Design Builder and Architect or any other personnel perceived to represent the City without the knowledge of the Capital Improvement Program Manager. Design Builder shall not take direction from any person except the Capital Improvement Program Manager and shall be solely responsible for all consequences of his actions as a result of following directions from persons other than the Capital Improvement Program Manager.

B. MEANS AND METHODS OF CONSTRUCTION

1. Subject to those rights specifically reserved in Contract Documents, City shall not supervise, direct, have control over, or be responsible for, Design Builder's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incidental thereto, or Design Builder's failure to comply with laws and regulations applicable to the furnishing or performance of Work. City shall not be responsible for Design Builder's failure to perform or furnish the Work in accordance with Contract Documents.

**PART 8. CONTROL OF THE WORK**

A. SUPERVISION OF WORK BY DESIGN BUILDER

1. Design Builder shall supervise, inspect and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Design Builder shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the work. Design Builder shall be responsible to see that the completed Work complies accurately with Contract Documents.
2. Design Builder shall keep on the Site at all times during Work progress a competent resident Superintendent, including all times when subcontractors are performing work and when any material and equipment deliveries are being made.
3. Design Builder's Superintendent shall not be replaced without City's express written consent and the replacement Superintendent shall have equal or more qualifying and relevant experience.

B. OBSERVATION OF WORK BY CITY

1. Work shall be performed under City's general observation and administration, (Observation defined as City has the right to inspect, test, verify and review work with no obligation to Design Builder other than reasonably make that public information available to Design Builder. Administration defined as City will verify if payment should be made and make payment as appropriate.). Design Builder shall comply with City's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Design Builder of any obligations or liabilities under Contract Documents. City's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.
2. Architect, consultants, and other design professionals will advise and consult with City.

C. ACCESS TO WORK

1. During performance of Work, City and its agents, consultants, and employees may at any time enter upon Work, shops where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Design Builder shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as City's interests may require. Other contractors performing work for City may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in Contract Documents, Design Builder shall have sole care, custody and control of the Site and its work areas. Design Builder to keep and maintain perimeter fences with screening and other security measures. Design Builder may use existing fencing provided that it is left on site where needed by City at the end of construction.

D. EXISTING UTILITIES

1. At no additional cost to City, Design Builder must incorporate into the work main or trunkline utilities identified in Contract Documents and other utilities or underground structures known or reasonably discernible and that will remain in service, including minor adjustments to design location or minor relocations of the existing installations. Design Builder must take immediate action to restore any in service installations damaged by Design Builder's operations. Should City determine that Design Builder has not responded in a timely manner or not diligently pursued completion of the work, City may restore service and deduct the costs of such action by City from the amounts otherwise due under the Contract.
2. Nothing in these General Conditions shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the site of the construction. Design Builder shall immediately secure all available information and notify City and utility, in writing, of its discovery while performing the Work under the Contract Document of any utility facilities not identified in the Drawings and Specifications.

3. All utilities supporting the City Hall building must remain operational and functioning during City Hall business hours and City Hall meetings and gathering during evening hours, such as Council meetings and Planning Commission meetings. All utility shut-downs must be performed outside all City business hours, and coordinated with the City at least 3 weeks in advance.

E. MITIGATING DISRUPTION TO CITY HALL OPERATIONS

1. The City Hall will be in normal operations (business hours) and regularly scheduled after-hours City meetings. City Hall is also open to the Public during the Construction period of this Project. The Design Builder shall schedule certain vibratory or noisy construction operations during non-business hours, to avoid disrupting City Hall operations.
2. The Design Builder shall schedule any utility shutdowns (telecommunications, City fiberoptics, City access control and City network, gas and wet utilities), to non-business hours, to avoid disruption of City Hall operations.
3. The Design Builder shall maintain a “path of travel” for Public access to City Hall, when constructing site work at front of City Hall.
4. The Design Builder shall maintain a “path of travel” for City Building department trailer and Parks building, when constructing site work at front of City Hall.

## PART 9. WARRANTIES, GUARANTY AND INSPECTION OF WORK

A. WARRANTY AND GUARANTY

1. All provisions in Section 00 63 00, “Guaranty,” shall apply.
2. Design Builder further represents and warrants that it is and will be at all times fully qualified and capable of performing every phase of Work and to complete Work in accordance with the terms of Contract Documents. Design Builder warrants that all construction work and construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Design Builder warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use; and free from defects in design, engineering, materials, construction and workmanship. Design Builder warrants that Work shall conform in all respects with all applicable requirements of Federal, State and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents.
3. Design Builder represents and warrants that he, his employees and subcontractors, and their employees shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and City requirements applicable to the work.
4. Design Builder represents and warrants that it has studied carefully all requirements of the specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in this contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by Contract Documents, or (b) by way of approved “or equal” request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by Contract Documents. Design Builder accepts the risk that any specified procedure will result in a completed project in full compliance with the contract requirements
5. Extended Guarantees: Any guaranty exceeding one year provided by the supplier or

manufacturer of any equipment or materials used in the Project shall be extended for such term. Design Builder expressly agrees to act as co-guarantor of such equipment and materials and shall supply City with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

6. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this Paragraph 9.A are effective continuously during Design Builder's work on the Project and following cessation of labor for any reason, including but not limited to, Project completion. Design Builder covenants, warrants and represents to City that:
   a. To Design Builder's knowledge after due inquiry, no lead or asbestos-containing materials were installed in the Project or have been discovered in quantities beyond those identified in Appendix C – Hazardous Materials Report at any time during Design Builder's construction thereof. If any lead or asbestos-containing materials were discovered, Design Builder made immediate written disclosure to City.
   b. To Design Builder's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCB's are or were located on the Project at any time during Design Builder's construction thereof.
   c. To Design Builder's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Design Builder's construction thereof. If any such materials were discovered, Design Builder made immediate written disclosure to City.
   d. Design Builder's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Design Builder claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for, any work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes or regulations, with which Design Builder has not complied. If there are any such notices with which Design Builder has complied, Design Builder shall provide City with copies thereof.

B. INSPECTION OF WORK

1. All materials, equipment and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by City, its agents, or independent contractors retained by City to perform inspection services, or governmental agencies with jurisdictional interests. Design Builder shall provide them proper and safe conditions for such access and advise them of Design Builder's site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, City shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections. In the case that testing or inspection fails or does not satisfy plans and specifications, Design Builder shall correct the work to achieve a passing result or has the obligation to provide that work meets the requirement with independent testing and professional verification by an expert in the field, to the satisfaction of City. If the Design Builder fails any re-testing or re-inspections all costs associated with the re-testing or re-inspections will be responsibility of the Design Builder.
2. Design Builder shall give City timely notice of readiness of Work (72 hours) for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
3. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Design Builder shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish City with the required certificates of inspection, or approval. City shall pay the cost of initial testing and Design Builder shall pay all costs in

connection with any follow up or additional testing. Design Builder shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mixed designs, or equipment submitted for approval prior to Design Builder's purchase thereof for incorporation in the Work.

4. If Design Builder covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of City, Design Builder must uncover the Work at City's request. Design Builder shall bear the expense of uncovering Work and replacing Work.
5. In any case where Design Builder covers Work contrary to City's request, Design Builder must uncover Work for City's observation or inspection at City's request. Design Builder shall bear the cost of uncovering Work.
6. Whenever required by City, Design Builder shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Design Builder. If Work is found to be satisfactory, City in manner herein prescribed for paying for alterations, modifications and extra work, except as otherwise herein specified will pay for examination.
7. Inspection of the Work by or on behalf of City, or its failure to do so, shall not be deemed a waiver or approval of any non-conforming aspect of the Work.

C. CORRECTION OF DEFECTIVE WORK

1. If Design Builder fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, City may order Design Builder to replace any defective Work, or stop any portion of Work to permit City (at Design Builder's expense) to replace such defective work. These City rights are entirely discretionary on the part of the City and shall not give rise to any duty on the part of City to exercise the rights for the benefit of Design Builder or any other party.
2. City may direct Design Builder to correct any defective Work or remove it from the Site and replace it with Work that is not defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Design Builder shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal.
3. City's rights under this paragraph 9.C shall be in addition to any other rights it may have under Contract Documents. Where Design Builder fails to correct defective work City shall have all rights and remedies granted by law.
4. Correction Period: If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Design Builder shall promptly, without cost to City and in accordance with City's written instructions, correct such defective Work. Design Builder shall remove any defective Work rejected by City and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Design Builder fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced. Design Builder shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Design Builder fails to correct defective work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.
5. Where defective or rejected Work (and damage to other work resulting therefrom) has been corrected, removed or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. ACCEPTANCE AND CORRECTION OF DEFECTIVE WORK BY CITY

1. City may accept defective Work. Design Builder shall pay all claims, costs, losses and damages attributable to City's evaluation of and determination to accept such defective Work. If City accepts any defective work prior to final payment, a Change Order will be issued incorporating the necessary revisions in Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, City may deduct from monies due Design Builder, all claims, costs, losses, damages, expenses and liabilities attributable to the defective work. If Design Builder disagrees with City's calculations, it may make a claim as provided in Part 12 of this Section 00 72 00. If City accepts any defective work after final payment, Design Builder shall pay to City, an appropriate amount as determined by City.
2. City may correct and remedy deficiency if, after seven (7) days written notice to Design Builder, Design Builder fails to correct defective Work or to remove and replace rejected Work in accordance with Paragraph 9.C of these General Conditions; or provide a plan for correction of defective Work acceptable to City; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, City may exclude Design Builder from all or part of the Site, take possession of all or part of Work and suspend Design Builder's work related thereto, take possession of all or part of Design Builder's tools, appliances, construction equipment and machinery at the Site, and incorporate in Work any materials and equipment stored at the Site or for which City has paid Design Builder but which are stored elsewhere. Design Builder shall allow City, its representatives, agents, employees, and other contractors and Architect's consultant's access to the Site to enable City to exercise the rights and remedies under this Paragraph 9.D. Design Builder shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by City in exercising such rights and remedies.

E. RIGHTS UPON INSPECTION OR CORRECTION

1. Design Builder shall not be allowed an extension of Contract Times because of any delay in the performance of Work attributable to the exercise by City of its rights and remedies under this Part 9 of these General Conditions. Where City exercises its rights under this Part 9, it retains all other rights it has by law or under Contract Documents, including but not limited to, the right to terminate Design Builder's right to proceed with the Work under the Contract Documents and/or make a claim or back charge where a Change Order cannot be agreed upon.
2. Inspection shall not relieve Design Builder of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for work completed through periodic progress payments or otherwise shall not operate to waive City's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefor. Design Builder's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless City agrees otherwise in writing.

F. SAMPLES AND TESTS OF MATERIALS AND WORK

1. Design Builder shall furnish and prepare samples or test specimens at its expense.

G. PROOF OF COMPLIANCE OF CONTRACT PROVISIONS

1. In order that City may determine whether Design Builder has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Design Builder shall at any time when requested submit to City properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

H. ACCEPTANCE

1. Inspection by City or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by City, any extension of time, any verbal statements on behalf of City or its authorized agents or representatives shall not operate as a waiver or modification of any provisions of Contract Documents, or of any power reserved to City herein or therein or any right to damages provided in Contract Documents. Any waiver of any breach of Contract Documents shall not be held to

be a waiver of any other subsequent breach.

**PART 10. DESIGN BUILDER'S ORGANIZATION AND EQUIPMENT**

A. DESIGN BUILDER'S LEGAL ADDRESS

1. Address, email, and facsimile number given in Design Builder's Bid are hereby designated as Design Builder's legal address, email, and facsimile number. Design Builder may change its legal address, email, and facsimile number by notice in writing, delivered to City, which in conspicuous language advises City of a change in legal address, email, or facsimile number. Delivery to Design Builder's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Design Builder at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Design Builder. Email or facsimile to Design Builder's designated email or facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Design Builder.

B. DESIGN BUILDER'S OFFICE AT THE WORK SITE

1. Design Builder shall maintain an office (temporary facilities) at the Site, which office shall be headquarters of a Design Builder representative authorized to transmit to and receive from City, communications, instructions or Drawings. Communications, instructions or Drawings given to Design Builder's representative or delivered at the Site office in representative's absence shall be deemed to have been given to Design Builder. Refer to Section 01 5000 Temporary Facilities and Controls for additional information and requirements.

C. PROFICIENCY IN ENGLISH

1. Design Builders, supervisors, forepersons, subcontractors supervisors and forepersons, security guards, safety personnel and employees who have unescorted access to the Site must possess proficiency in the English language in order to read drawings and specifications and to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

D. DESIGN BUILDER'S AND SUBCONTRACTORS' EMPLOYEES

1. Design Builder shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If City notifies Design Builder that any of its employees, or any of its Subcontractors' employees on Work are incompetent, unfaithful or disorderly, or fails to observe customary standards of conduct, or refuses to carry out provisions of Contract Documents, or uses threatening or abusive language to any person on Work, places graffiti, smokes inside buildings or onsite, plays radios, makes harassment of any kind, or violates sanitary rules, or is otherwise unsatisfactory, and if City requests that such person be discharged from Work, then Design Builder or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of City. Such discharge shall not be the basis of any claim for compensation or damages against the City or any of its officers, employees or agents.
2. The Design Builder's workers shall not make any obscene, discriminatory, or hateful gestures, acts, or statements, including the use of foul language or screaming/yelling at City employees or others; or wear any obscene, discriminatory, or hateful graphics or statements on clothing of any sort. Any violations of the requirements of this Section are grounds for immediate termination of the Contract by the City.
3. The Design Builder may allow food and drink in specific designated areas only. No smoking is allowed on the job site. No drugs or alcohol (other than prescribed medication that does not impair the worker's ability) are allowed. All workers are to conduct themselves and their operations in a safe and professional manner.

E. DESIGN BUILDER TO SUPPLY SUFFICIENT WORKERS AND MATERIALS

1. Unless otherwise required by City under the terms of Contract Documents, Design Builder shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute

Work at a rate and in a sequence and manner necessary to complete Work within the Contract Times. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

2. At any time during progress of Work should Design Builder directly or indirectly (through subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, City may notify Design Builder to accelerate the Work and/or furnish additional qualified workers or materials as City may consider necessary, at no cost to City. If Design Builder does not comply with the notice within three (3) business days of date of service thereof, City shall have the right (but not a duty)` to provide materials and qualified workers to finish the Work or any affected portion of Work, as City may elect. City shall deduct from monies due or which may thereafter become due under Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. City shall deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Design Builder as if paid to Design Builder. Design Builder shall remain liable for resulting delay, including liquidated damages and indemnification of City from claims of others.
3. Exercise by City of the rights conferred upon them in Paragraph 10.E.2 above, is entirely discretionary on the part of City. City shall have no duty or obligation to exercise the rights referred to in Paragraph 10.E.2 of these General Conditions and its failure to exercise such rights shall not be deemed an approval of existing work progress or a waiver or limitation of City's right to exercise such rights in other concurrent or future similar circumstances. The rights conferred upon City under Paragraph 10.E.2 above are cumulative to City's other rights under provisions of the Contract Documents.

F. DESIGN BUILDER'S USE OF THE SITE

1. Design Builder shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between City and any owner, former owner or tenant of such land, structure or buildings. Design Builder may not occupy City or City-owned property outside the limit of the work as shown on Drawings unless it obtains prior approval from City.

G. DESIGN BUILDER SHALL LIST TRADES WORKING

1. Design Builder shall report the trades working on the site and their scheduled activities on a daily basis to the City no later than 9 a.m. of the following morning.

## PART 11. PROSECUTION AND PROGRESS OF THE WORK

A. COST DATA

Design Builder shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls. Design Builder shall provide City with monthly summaries of this information.

2. Design Builder shall maintain daily job reports recording all significant activity on the job, including the number of workers on site, work activities, on site equipment, material deliveries, weather conditions, problems encountered and delays. Design Builder shall provide City with copies each day. Design Builder shall take monthly progress photographs of all areas of the Work. Design Builder shall maintain copies of all correspondence with subcontractors and records of meetings with subcontractors.
3. City shall have the right to audit and copy Design Builder's books and records of any type, nature or description relating to the Project (including but not limited to financial records), and to inspect the Site, including Design Builder's trailer, or other job site office, and this requirement shall be contained in the subcontracts of subcontractors working on site. By way of example, City shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents subject to Section 00 67 00, "Escrow Bid Documents," cost records and job cost variance reports, design

modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Design Builder. City, State Auditor General and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this Paragraph 11.A at any time during the Project and for a period of five years following Substantial Completion. This right of inspection shall not relieve Design Builder of its duties and obligations under Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in Contract Documents.

4. Design Builder shall maintain in a safe place at the Site one as-built copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Field Directions, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These as-built documents, together with all approved samples and a counterpart of all approved shop drawings, shall be maintained and available to City for reference. Upon completion of the Work, Design Builder shall deliver to City a complete set of as-built documentation, including but not limited to, samples, shop drawings, as-built drawings and specifications.
5. The City shall not process any progress payment requests without the timely submittals as specified in these General Conditions, including but not limited to lien releases, certified payrolls, monthly schedule updates, current construction photos, progress project record documents, affidavits and bonds attesting to off-site stored products, if any, and statement under False Claim Act.

**PART 12. CLAIMS BY DESIGN BUILDER**

A. GENERAL

1. Contract Interpretation Disputes: Should it appear to Design Builder that Work to be performed or any of the matters relative to Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of Contract Documents, Design Builder shall give written notice to City. Design Builder shall bear all costs incurred in giving notice. City shall render a determination regarding the issue, and its decision shall be considered final. City shall have the right but not the obligation to affirm or disaffirm the Architect's interpretation of Drawings or Specifications (if any) and City's decision to affirm or disaffirm shall be final. If Design Builder disagrees with City's decision, Design Builder's sole and exclusive remedy is to file a claim in accordance with this Part 12 of these General Conditions. Design Builder shall diligently prosecute the Disputed Work (as defined below) to Final Completion pending resolution of any claim.
2. A "Claim" means a separate demand by a Design Builder sent by registered mail or certified mail with return receipt requested, for one or more of the following: (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project, (B) payment by the public entity of money or damages arising from work done by, or on behalf of, the Design Builder pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or (C) payment of an amount that is disputed by the City.

B. NOTICE OF POTENTIAL CLAIM PROCESS:

1. As a prerequisite to the making of a Claim, the Design Builder shall submit a written Notice of Potential Claim in accordance with the requirements of Section 9-1.04, of the State Standard Specifications. The written Notice of Potential Claim shall be certified with the reference to the California False Claims Act, Government Code Sections 12650-12655, and shall include the following signed certification by the Design Builder:

| |
|---|
| _____, being the _____<br>(Print full name) (Must be an officer) |

of _____, declare under penalty of perjury under the laws of the state of
(Company)
California, and do personally certify and attest that I have thoroughly reviewed the attached claim for additional compensation and/or extension of time, and know its contents, and said claim is made in good faith; the supporting data is truthful and accurate; that the amount requested accurately reflects the contract adjustment for which the Design Builder believes the owner is liable; and further, that I am familiar with California Penal Code Section 72 and California Government Code 12650-12655, et seq, pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment, and/or other severe legal consequences.

By:_____
(Name)

_____
(Design Builder Signature)

2. The Notice of Potential Claim shall be submitted to the City within five (5) days after Design Builder learns of, or has the necessary information to have knowledge of the event giving rise to a Claim, including a determination by the City that a Change Request is unacceptable, in whole or in part.

3. The Notice shall set forth the reasons for which the Design Builder believes additional compensation or time will or may be due and the nature of all costs involved. The claim shall include accurate detailed documentation of the costs involved and the amount of the potential claim. If accurate cost figures are not available, the Design Builder shall provide an estimate and information as to when accurate figures will be available.

4. The City may respond to the Notice of Potential Claim in writing within 30 days after receipt or may request the submission of additional documentation as required for the Engineer to make a determination of the Design Builders Notice of Potential Claim.

5. If the Design Builder disputes the City's written response to the Notice of Potential Claim, or if the City fails to respond to the Notice of Potential Claim within the time prescribed, the Design Builder may so notify the City, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

C. CLAIMS (Public Contract Code Section 9204):

1. Following the meet and confer conference, if the Notice of Potential Claim or any portion remains in dispute, the Design Builder shall prepare and send to the City one or more Claims as defined in this Part 12.

2. Upon receipt of a Claim pursuant to this section, the City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the City and the Design Builder may, by mutual agreement, extend the 45-day time period. The claimant shall furnish reasonable documentation to support the claim.

3. If the City needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written

statement identifying the disputed portion and the undisputed portion. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the City fails to issue a written statement within the time periods described in this paragraph or to otherwise meet the time requirements of this paragraph shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

4. If the claimant disputes the City's written response, or if the City fails to respond to a Claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

5. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Design Builder in writing, shall be submitted to nonbinding mediation, with the City and the claimant sharing the associated costs equally. The City and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

6. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section. Unless otherwise agreed to by the public entity and the Design Builder in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced. This section does not preclude the City from requiring arbitration of disputes under the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

7. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a Claim against the City because privity of contract does not exist, the Design Builder may present to the City a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Design Builder present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Design Builder shall notify the subcontractor in writing as to whether the Design Builder presented the claim to the public entity and, if the original Design Builder did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

8. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

D. CLAIMS (Government Code):

1. Following completion of the process stated in Section B above, but prior to commencing litigation, if the Claim or any portion of the Claim remains in dispute, the Design Builder shall file a Claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. The claims procedures are either set forth in, or are consistent with, the provisions of Public Contract Code §§ 20104 and 20104.2, do not apply to tort claims, and are not intended nor shall be construed to change the time period for filing tort claims or actions.
2. The provisions of this Part 12 constitute a non-judicial claim settlement procedure that, pursuant to Section 930.2 of the California Government Code, shall constitute a condition precedent to submission of a valid Government Code Claim under the California Government Code. Design Builder shall bear all costs incurred in the preparation, submission and administration of a claim. Any claims presented in accordance with the Government Code must affirmatively indicate Design Builder's prior compliance with the claims procedure herein and the previous dispositions above of the claims asserted. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 days from either accrual of the cause of action, substantial completion or termination of the Contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.

3. The Design Builder hereby agrees that it shall have no right to additional compensation, and/or additional contract time for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written Notice of Potential Claim as herein required was filed and received by the City within the 15-day time limit specified.

4. In accordance with Section 20104.5 and 20104.6 of the Public Contract Code, the City will make Progress Payments as Specified in the General Conditions for undisputed portions of work except as otherwise provided in the Contract.

5. Failure to submit and administer claims as required in this Contract provision shall waive Design Builder's right to claim on any specific issues not included in a timely submitted claim. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Contract provision may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

6. The City shall not be deemed to waive any provision under this Contract provision, if at City's sole discretion, a claim is administered in a manner not in accord with this Contract provision. Waivers or modifications of this Contract provision may only be made a signed change order approved as to form by legal counsel for both City and Design Builder; oral or implied modifications shall be ineffective.

E. THIRD-PARTY CLAIMS

1. In accordance with Section 9201 of the Public Contracts Code, the City will provide the Design Builder with notification of receipt of any third-party claims relating to this contract. This City shall be entitled to recover reasonable costs incurred in providing this notification as required by Section 9201.

**PART 13. LEGAL AND MISCELLANEOUS**

A. LAWS AND REGULATIONS

1. Design Builder shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting Contract Documents, Work and persons connected with Work, and shall protect and indemnify City and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Design Builder or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations

and orders.

2. Whenever Drawings and Specifications require large sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Drawings and Specifications shall govern. Whenever Drawings and Specifications require something, which will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

B. PERMITS AND TAXES

1. Design Builder shall procure all permits and licenses, pay all charges and fees, and give all notices necessary or incidental for the lawful prosecution of Work, unless otherwise provided herein. City will pay the following applicable City of Dublin building permit fees: Building, Electrical, Plumbing, Mechanical; initial and one re-submittal plan check fee for each listed deferred item; and initial inspection fees. Design Builder shall pay for any additional City of Dublin building permit related fees for plan checking beyond the initial and first re-submittal, and any additional or overtime inspection, except as otherwise provided in Contract Documents. Design Builder shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Price. Design Builder shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads and other works in advance of operations, even where City may have already obtained permits for the Work. Design Builder shall pay all license fees or other costs associated with any proprietary procedure, method or process.

2. The California Environmental Quality Act (CEQA) (Public Resources Code, Sections 21000 and following), may be applicable to permits, licenses and other authorizations, which the Design Builder must obtain from local agencies in connection with performing the work of the contract. The Design Builder shall comply with the provision of those statutes in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays in the work. In the event that the City has obtained permits, licenses, or other authorization applicable to the work in conformance with the requirements of CEQA, the Design Builder shall comply with the provisions of these permits, licenses, and other authorizations. A copy of the CEQA document for this project is available at City Hall.

C. RESPONSIBILITY OF DESIGN BUILDER AND INDEMNIFICATION

1. City and each of its officers, employees, consultants and agents including, but not limited to, the City Manager, Dublin City Council and each City representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Design Builder releases all of the foregoing persons and entities from any and all such claims.

2. To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Design Builder shall assume defense of, and indemnify, and hold harmless City and each of its officers, employees, consultants and agents, including, but not limited to, City, the City Manager and each City Council member, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Design Builder, Subcontractors, any one directly or indirectly employed by any of them or any one for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of City or by any person or entity required to be indemnified hereunder.

3. With respect to third party claims against Design Builder, Design Builder waives any and all rights to any type of express or implied indemnity against City and each of its officers, employees, consultants and agents, including, but not limited to, City, the City Manager and

City Council and each Council member.

4. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Design Builder, its Subcontractors of any tier, or their officers or agents.
5. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party[s] indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, or completion of Contract Documents. If Design Builder fails to perform any of these defense or indemnity obligations, City may in its discretion back charge Design Builder for its costs and damages resulting therefrom and withhold such sums from progress payments or other contract monies which may become due.
6. The indemnities in Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to City to the extent of its active negligence.

D. NOTICE OF CONCEALED OR UNKNOWN CONDITIONS

1. Before commencing work of digging trenches or excavation, Design Builder shall review all information available regarding subsurface conditions, Design Builder shall also comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2.
2. Design Builder shall contact the regional notification center, “Underground Service Alert” (“USA”), and schedule the work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Design Builder is charged with knowledge of all subsurface conditions reflected in USA records or shown on plans. Prior to commencing excavation or trenching work, Design Builder shall provide City with copies of all USA records secured by Design Builder. Design Builder shall advise City of any Drawings and that provided by USA records.
3. If either of the following conditions is encountered at Site, Design Builder shall give written notice to City promptly before conditions are disturbed (except in an emergency as required by Paragraph 16.D of these General Conditions), and in no event later than seven (7) days after first observance of (a) Subsurface or Latent physical conditions which differ materially from those indicated in Contract Documents; (b) Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in Contract Documents.
4. In response to Design Builder’s written notice under Paragraph 13.D of these General Conditions, City will investigate the identified conditions, and if they differ materially and cause increase or decrease in Design Builder’s cost of, or time required for, performance of any part of the Work, City will issue a Change Order under the procedures described in Contract Documents. If City determines that physical conditions at the Site are not latent or are not materially different from those indicated in Contract Documents or that no change in terms of Contract Documents is justified, City shall so notify Design Builder in writing, stating reasons. If City and Design Builder do not agree on an adjustment in Contract Sum or Contract Times, Design Builder shall proceed with the Work as directed by City and may file a claim as provided in Part 12 of these General Conditions.
5. Design Builder shall not be entitled to any adjustment in the Contract Sum or Contract Times regarding claimed Latent or materially different Site conditions if (a) Design Builder knew of the existence of such conditions at the time Design Builder submitted its Bid; or (b) Design Builder should have known of the existence of such conditions as a result of having complied with the requirements of Contract Documents, including without limitation Paragraph 13.D of these General Conditions; or (c) the information or conditions claimed by Design Builder to be Latent or materially different consist of information, conclusions, opinions or deductions of the kind that Paragraph 13.D precludes reliance upon; or (4) Design Builder was required to give written notice under Paragraph 13.D and failed to do so within the time required.
6. If City and Design Builder are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Times required under this Paragraph,

Design Builder shall proceed with the Work as directed by City and may make a claim as provided in Part 12 of these General Conditions.

7. In the event the City Exercises its rights to decide disputed issues pertaining to changed work, as set forth above, then the resulting Change Order shall be effective when signed by the City and notwithstanding the fact that the Design Builder has not signed it.
8. The cost of all of the following will be included in the Contract Sum and Design Builder shall have full responsibility for (a) reviewing and checking all available information and data, including but not limited to, information on file at USA; (b) locating all Underground Facilities shown or indicated in Contract Documents, available information, or indicated by visual observation, including but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
9. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by City or in information on file at USA, or is otherwise reasonably available to Design Builder, then Design Builder shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven (7) days), and prior to performing any Work in connection therewith (except in an emergency as required by Paragraph 16 of these General Conditions), identify the owner of such Underground Facility and give written notice to that owner and to City. During such time, Design Builder shall be responsible for the safety and protection of such Underground Facility.
10. Design Builder shall be allowed a reasonable increase in the Contract Sum or an extension of the Contract Times, or both, to the extent that they are attributable to damages to the Design Builder as a result of the existence of any Underground Facility that is owned and was built by City only where the Underground Facility (a) was not shown or indicated in Contract Documents, or in information on file at USA; and (b) Contractor did not know of it; and (c) Design Builder could not reasonably have been expected to be aware of it or to have anticipated it from the information available (for example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Price or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in Contract Documents, in information on file at USA, or otherwise reasonably available to Design Builder.).
11. Design Builder shall bear the risk that Underground Facilities not owned or built by City may differ in nature or locations shown in information made available by City pursuant to Section 00 31 19, “Existing Conditions,” in information on file at USA, or otherwise reasonably available to Design Builder. Underground Facilities are inherent in construction involving digging of trenches or other excavations and Design Builder is to apply its skill and industry to verify the information available.

E. NOTICE OF HAZARDOUS WASTE OR MATERIALS CONDITIONS

1. Notice by Design Builder shall be given in writing to City promptly, before any of the following conditions are disturbed (except in an emergency as required by Paragraph 16.D below), and in no event later than 24 hours after first observance, of any (a) material that Design Builder believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (b) other material which may present a substantial danger to persons or property exposed thereto in connection with Work at the Site.
2. Except as otherwise provided in Contract Documents or as provided by applicable law, Design Builder shall not be required to give any notice for the disturbance or observation of any such hazardous waste or hazardous material where such matter is disturbed or observed as part of the scope of Work under Contract Documents (such as hazardous waste or hazardous material

investigation, remediation or disposal activities which are identified as the subject of Work under Contract Documents), where Design Builder complies with all requirements in Contract Documents and applicable law respecting such materials.

3. Design Builder's written notice under Paragraph 13.E.1 above shall indicate whether the hazardous waste or material was shown or indicated in Contract Documents to be within the scope of Work, and whether the hazardous waste or material was brought to the Site by Design Builder, its Subcontractors, suppliers, or anyone else for whom Design Builder is responsible. As used in this paragraph, "hazardous materials," shall include asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material and as defined in Health and Safety Code section 25117.
4. Design Builder shall not be entitled to any adjustment in the Contract Sum or Times regarding claimed hazardous waste or materials if (1) Design Builder knew of the existence of such hazardous material or hazardous waste at the time Design Builder submitted its bid; or (2) Design Builder should have known of the existence of such hazardous material or hazardous waste as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies and data concerning the conditions at or contiguous to the Site prior to submitting its Bid.
5. If City determines that conditions do not involve hazardous waste or hazardous materials or that no change in Contract Document terms is justified, City shall notify Design Builder in writing, stating the reasons for its determination. If City and Design Builder cannot agree on an adjustment in Contract Sum or Contract Times, Design Builder shall proceed with the Work and as directed by City and may file a claim as provided in Part 12 of these General Conditions.
6. If Design Builder does not agree to resume work based on a reasonable belief that it is unsafe, or does not agree to resume work under special conditions, City may order the disputed portion of work deleted from the Work, or performed by others, or City may invoke its right to terminate Design Builder's right to proceed under Contract Documents in whole or in part. If Design Builder does not agree with City's determination of any adjustment in the Contract Sum or Times as a result, Design Builder may make a claim as provided in Part 12 of these General Conditions.

F. SUSPENSION OF WORK

1. City may, without cause, order Design Builder in writing to suspend, delay or interrupt Work in whole or in part for such period of time as City may determine. An adjustment shall be made for increases in cost of performance of Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01 26 00, "Modification Procedures." No adjustment shall be made to extent: (a) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Design Builder is responsible; or (b) that an equitable adjustment is made or denied under another provision of Contract Documents; or (c) that the suspension of work was the direct or indirect result of Design Builder's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Design Builder may file a claim under Part 12 herein.

G. TERMINATION OF CONTRACT FOR CAUSE

1. Design Builder shall be in default of Contract Documents and City may terminate Design Builder's right to proceed under Contract Documents, for cause:
   a. Should Design Builder make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, filing any answer admitting or not contesting the material allegations of a petition filed against Design Builder in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Design Builder or of all or any substantial part of its properties or if Design Builder, its directors or shareholders, take action to dissolve or liquidate Design Builder; or

b. Should Design Builder commit a material breach of Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from City to Design Builder demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Design Builder to avail itself of a time period in excess of 10 calendar days, Design Builder must provide City within the 10-day period with a written plan acceptable to City to cure said breach, and then diligently commence and continue such cure according to the written plan); or

c. Should Design Builder violate or allow (by a Subcontractor or other person or entity for which Design Builder is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental City applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten (10) days of the date of the notice from City to Design Builder demanding such cure; or, if such violation is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Design Builder to avail itself of a time period in excess of 10 calendar days, Design Builder must provide City within the 10-day period with a written plan to cure said violation acceptable to City, and then diligently commence and continue performance of such cure according to the written plan.); or

d. Should any material representation, warranty, declaration, certification or other statement (together, “representations”) made by Design Builder in any Bidding Document or otherwise to City in connection with Design Builder’s obtaining or performing this Contract prove to be materially incorrect when made, or should Design Builder materially breach any material agreement made in any Bidding Document.

2. If City at any time reasonably believes that Design Builder is or may be in default under Contract Documents, as defined above, City may in its sole discretion notify Design Builder of this fact and request written assurances from Design Builder of performance of Contract Documents and a written plan from Design Builder to remedy any default under the terms of Contract Documents which City may advise Design Builder of in writing. Failure of Design Builder to provide such written assurances of performance and the required written plan, within ten (10) calendar days of demand, will constitute a material breach of Contract Documents sufficient to justify termination for cause.

3. In event of termination for cause, City shall immediately serve written notice thereof upon Surety and Design Builder. Surety shall have the rights and obligations set forth in Section 00 61 00 Faithful Performance Bond. Subject to the Surety’s rights under the Performance Bond (which rights are waived upon a default thereunder), City may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.

4. In the event of termination by City as provided in Paragraph 13.G.1 above for cause:

a. City shall compensate Design Builder for the value of the Work delivered to City upon termination as determined in accordance with Contract Documents, subject to all rights of offset and back charges, and provided that Design Builder provides City with updated as-builts and project record documents showing the Work performed up to the date of termination. However, City shall not compensate Design Builder for its costs in terminating the Work or any cancellation charges owed to third parties.

b. Design Builder shall deliver to City possession of the Work in its then condition, including but not limited to, all designs, engineering, project records, cost data of all types, drawings and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Design Builder shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of Contract Documents. The provisions of this Paragraph shall not be interpreted to diminish any right which City may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Design Builder shall compensate City for all loss, cost, damage, expense, and/or

liability suffered by City as a result of such termination and failure to comply with Contract Documents.

c. City shall, to the extent applicable, have all other rights and remedies set forth in any Bidding Document.

5. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Design Builder shall have no greater rights than it would have had following a termination for convenience. Any Design Builder claim arising out of a termination for cause shall be made in accord with the provisions of Contract Documents on claims and calculated in accordance with the provisions of Contract Documents on Change Orders and claims. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Design Builder.

H. TERMINATION OF CONTRACT FOR CONVENIENCE

1. City may terminate performance of the Work under Contract Documents in accordance with this clause in whole, or from time to time in part, whenever City shall determine that termination is in City's best interest. Termination shall be affected by City delivering to Design Builder notice of termination specifying the extent to which performance of the Work under Contract Documents is terminated, and the effective date of the termination.

2. After receiving a notice of termination under Paragraph 13.H.1 above, and except as otherwise directed by City, Design Builder shall:

a. Stop Work under Contract Documents on date and to extent specified in notice of termination;

b. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under Contract Documents, which is not terminated;

c. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;

d. Assign to City in manner, at times, and to extent directed by City, all right, title, and interest of Design Builder under orders and subcontracts so terminated. City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;

e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of City to extent City may require. City's approval or ratification shall be final for purposes of this Paragraph;

f. Transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to City;

g. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that City directs or authorizes, any property of types referred to in Paragraph 13.H.2.f. above, but Design Builder shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by City. Proceeds of transfer or disposition shall be applied to reduce payments to be made by City to Design Builder under Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as City may direct;

h. Complete performance of the part of the Work which was not terminated by the notice of termination; and

i. Take such action as may be necessary, or as City may direct, to protect and preserve all property related to Contract Documents which is in Design Builder's possession and in which City has or may acquire interest.

3. After receipt of a notice of termination, Design Builder shall submit to City its termination claim, in form and with all certifications required by Part 12 herein. Design Builder's termination claim shall be submitted promptly, but in no event later than thirty (30) days from effective date of the

termination. Design Builder and City may agree upon the whole or part of the amount or amounts to be paid to Design Builder because of a total or partial termination of Work under this Paragraph 13.H. If Design Builder and City fail to agree on the whole amount to be paid to Design Builder because of the termination of the Work under this Paragraph 13.H, City shall determine, based on information available to it, the amount, if any, due to Design Builder by reason of the termination and shall pay to Design Builder for Work specified in Contract Documents which is performed before the effective date of the termination, the total (without duplication of any items) of:

a. The reasonable cost to Design Builder, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. In determining reasonable cost, deductions will be made for cost of materials to be retained by Design Builder, cost of work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of 10 percent of direct costs of such work;

b. When, in City's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed;

c. A reasonable allowance for profit on cost of Work performed as determined under Paragraph 13.H.3.a, provided that Design Builder establishes to City's satisfaction that Design Builder would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost;

d. Reasonable costs to Design Builder of handling material returned to vendors, delivered to City or otherwise disposed of as directed by City;

e. A reasonable allowance for Design Builder's internal administrative costs in preparing termination claim; and

f. City shall have no obligation to pay Design Builder under this Paragraph 13.H unless and until Design Builder provides City with updated and acceptable as-builts and Project record documents for Work completed prior to termination.

4. Except as provided above, City shall not be liable for costs incurred by Design Builder or subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Design Builder's Bid, attorney's fees of any type, and all other costs relating to prosecution of claim or lawsuit.

5. In arriving at the amount due Design Builder under this clause there shall be deducted: (a) All unliquidated advances or other payments on account previously made to Design Builder which are applicable to the terminated portion of Contract Documents; (b) any claim which City may have against Design Builder in connection with Contract Documents; and (c) the agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Design Builder or sold under provisions of Paragraph 13.H, and not otherwise recovered by or credited to City.

I. CONTINGENT ASSIGNMENT OF SUBCONTRACTS

1. Design Builder hereby assigns to City each Subcontract for a portion of the Work, provided that:

a. The assignment is effective only after City's termination of Design Builder's right to proceed under Contract Documents (or portion thereof relating to that Subcontract) pursuant to Paragraphs 13.G or 13.H above;

b. The Assignment is effective only for the Subcontracts, which City expressly accepts by notifying the Subcontractor in writing;

c. The assignment is subject to the prior rights, if any, of the Surety, obligated by the Performance Bond provided under Contract Documents, where the Surety exercises its rights to complete the Contract;

d. After the effectiveness of an assignment, Design Builder shall, at its sole cost and expense (except as otherwise provided in Paragraphs 13.G or 13.H above), sign all instruments and take all actions reasonably requested by City to evidence and confirm the effectiveness of the assignment in City; and

e. Nothing in this Paragraph 13.I shall modify or limit any of Design Builder's obligations to City arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold harmless obligations arising from or related to the assigned Subcontract.

J. REMEDIES

1. Subject to Contract Documents provisions regarding Design Builder claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter-claims, disputes and other matters in question between City and Design Builder arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State of California, County of Alameda. All City remedies provided in Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances City shall have any and all other equitable and legal rights and remedies which it would have according to law.

K. PATENTS

1. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Design Builder shall defend, indemnify and hold harmless City and each of its officers, employees, consultants and agents, including, but not limited to, the Redevelopment City Director, Dublin Redevelopment City Board and each City representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Design Builder agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

2. Attention is directed to the provisions of Public Contracts Code section 3400, the General Conditions, and elsewhere within the Contract Documents regarding requests for substitutions. Where only one brand or trade name is known to the City, the City has, as permitted by Section 4380, listed only one brand or trade name in these specifications, but is willing to accept a fully equal product. If the Design Builder wishes to substitute an item identified in the plans or specifications under a brand, trade name, manufacturer's catalog number, data requesting such substitution shall be submitted not later than 35 days after award of the contract, per the Contract Documents regarding proposed Substitutions. Such data shall include full information for review by the Engineer supporting the request for substitution of each item on a fully equal basis.

L. LIMIT OF LIABILITY

1. City and each of its officers, mayor, board members, employees, consultants and agents including, but not limited to each, each City's representative shall have no liability to Design Builder for special, consequential or incidental or incidental damages, except to the limited extent that these contract documents or applicable public contracting statutes may specify their recovery.

M. SEVERABILITY

1. Any provisions or portions thereof of Contract Documents which are prohibited by, unlawful, or

unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof in Contract Documents.

## PART 14. MODIFICATIONS OF CONTRACT DOCUMENTS

A. ALTERATIONS, MODIFICATIONS AND FORCE ACCOUNT WORK

1. No modification or deviation from the Drawings and Specifications shall be permitted except by written Contract Modification.
2. City may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; change the Contract Times; delete any item or portion of the Work; and require extra work. Design Builder shall perform such work under applicable provisions of Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra work, City reserves the right to furnish all or portions of associated labor, material, and equipment, which Design Builder shall accept and use without payment for costs, markup, profit, or otherwise for such City-furnished labor, materials, and equipment.
3. Changes affecting time or price of the Work shall be set forth in a written Change Order that shall specify: (1) the work performed in connection with the change to be made; (2) the amount of the adjustment of the Contract price, if any, and the basis for compensation for the work ordered; and (3) the extent of the adjustment in the Contract time, if any. A Change Order will not become effective until signed by City.
4. Changes not affecting the time or price of the Work, in City's discretion, may be set forth in a written Request for Information executed by City or other written form approved by the City. Execution of such an RFI constitutes Design Builder's agreement to make the specified change without change to the Contract Price or the Contract Times.
5. No changes or deviations from Contract Documents affecting time or price of the Work will be made without the authority of an approved Change Order or Construction Change Directive, except in cases of emergency discussed herein.
6. Design Builder in accordance with Contract Documents shall diligently carry out all Change Orders. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in Contract Documents shall be increased or decreased by the amount that Design Builder and City may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then City shall reach a determination, which shall be final, subject to Design Builder's rights under Part 12 of these General Conditions. In all cases Design Builder shall perform the changed Work as directed by City subject to Design Builder's rights under Part 12 of these General Conditions. In the event the City exercises its rights to decide disputed issues pertaining to changed Work, as set forth above, then the resulting Change Order shall be effective when signed by the City and notwithstanding the fact that the Design Builder has not signed it.
7. Design Builder shall, upon City's request, permit inspection of the original unaltered Project Bid estimate, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with the cost proposal.
8. Changes in the Work made pursuant to this Paragraph and extensions of Contract Time necessary by reason thereof shall not in any way release the guarantees/warranties given by Design Builder pursuant to provisions of Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.
9. Procedures for Modifications of Contract Documents and for calculating the cost of extra work are given in Section 01 26 00 of the Specifications. Regarding delay and impact costs of any nature, Design Builder may not seek delay compensation for on-site or off-site costs based on formulas, e.g., "Eichleay" or other formula. Rather, Design Builder must prove actual costs resulting from such delays. If Design Builder requests compensation for delay to the construction, then Design Builder must prove and document actual costs plus markup per the

cost categories and procedures in Section 01 26 00 in order to request, claim or prove compensation for delay.

B. ENTIRE AGREEMENT

1. Contract Documents and any Contract Modifications shall represent the entire and integrated agreement between City and Design Builder regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. Contract Documents and any Contract Modifications shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of Contract Documents or written modifications. City and Design Builder represent and agree that, except as otherwise expressly provided in Contract Documents, they are entering into Contract Documents and any subsequent written modification in sole reliance upon the information set forth or referenced in Contract Documents or Contract Modifications and the parties are not and will not rely on any other information.

C. EFFECT OF WAIVERS

1. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

**PART 15. TIME ALLOWANCES**

A. TIME ALLOWANCES FOR PERFORMANCE OF CONTRACT DOCUMENTS

1. When Design Builder and City have signed the Contract Documents, City will serve a Notice to Proceed upon Design Builder to that effect.
2. The start date for Contract Times shall be as provided in Part 3.B of these General Conditions. The total number of calendar days for completion of the Work under Contract Documents shall be as provided in Section 00 52 00, "Agreement."

B. CHANGE OF CONTRACT TIMES

1. The Contract Times may only be changed by Change Order or by Contract Modification. The Contract Times will be adjusted in an amount equal to the time lost due to:
   a. Changes in the Work ordered by City, which impact the Project Schedule Critical Path;
   b. Acts or neglect by City, any City representative, utility owners or other contractors performing other work, provided that Design Builder has fully and completely performed its responsibilities under Contract Documents;
   c. Fires, floods, epidemics, abnormal weather conditions (beyond allocated weather days), earthquakes, civil or labor disturbances, strikes (except for labor or union actions caused by Design Builder, subcontractors or suppliers due to violation of a Community Workforce Agreement), or acts of God, provided damages resulting therefrom is not the result of Design Builder's failure to protect the Work as required by Contract Documents. The Contract Times shall not be extended for such causes, however, unless Design Builder actually has been prevented from completing any part of the Work within the Contract Time due to delay meeting all of the following conditions:
      i. Delay is beyond Design Builder's control and due to reasons for which Design Builder is not responsible;
      ii. A claim for delay is made as provided herein; and
      iii. Design Builder demonstrates actual delay to work activities that actually delay the progress of the Work in the amount of time requested beyond the required allocation of adverse weather days.
   d. Delays attributable to and within the control of a subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Design Builder.
2. Where Design Builder is prevented from completing any part of the Work within the Contract

Times due to delay beyond the control of both City and Design Builder (including, but not limited to, abnormal or adverse weather of all types within or beyond the parameters referenced below and acts of other contractors or utilities), an extension of Contract Times, in an amount equal to the time lost due to such delay without any other form of compensation, shall be Design Builder's sole and exclusive remedy for such delay.

3. Design Builder must present as its claims, all subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. City shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project, including without limitation: (a) delays caused by or within the control of Design Builder, (b) changes in the Work ordered by City or any City representative, (c) acts or neglect by City, utility owners or other contractors performing other work, (d) fires, floods, abnormal weather conditions (beyond required allocation of contract time), earthquakes, civil or labor disturbances, strikes, or acts of God, (e) other contractors performing other work as contemplated by Paragraph 6, or (f) claimed deficiencies in Project design.
4. Delays due to abnormal or adverse weather conditions may be allowed only if Design Builder proves that adverse weather actually caused critical project delays to work activities on the critical path beyond the required allocation of adverse weather days. Design Builder shall provide written notice of intent to claim an adverse weather day within one day of the adverse weather day occurring. See Section 01 3 20.1.03K for required allocation of adverse weather days.
5. Delays due to abnormal or adverse weather conditions shall not be a prima facie reason for an extension of Contract Times. Design Builder shall make every effort to continue Work under prevailing conditions. Delays due to abnormal or adverse weather conditions will be allowed provided Design Builder can prove abnormal or adverse weather conditions at the Site prevented the Design Builder from proceeding with seventy-five percent (75%) of the scheduled crew, labor, and equipment resources engaged on critical path activities identified on the accepted and most current progress schedule update at the time of the abnormal or adverse weather condition, and 75% of the crew did not work five (5) hours or more. Abnormal or adverse weather delays meeting the criteria in this paragraph are deemed beyond the control of both City and Design Builder, and a non-compensable extension of Contract Times (or milestones) due to such a delay shall be the Design Builder's sole and exclusive remedy for such a delay.
6. Rain delay shall be recognized for the actual period of time Design Builder proves it was delayed by rain in accordance with the above parameters and requirements. For example, and not by way of limitation, if rain exceeding the specified parameters does not in fact delay Design Builder's progress on the critical path, then no time extension shall be recognized; and conversely, if Design Builder proves that rain exceeding the specified parameters causes delay to Design Builder for a period longer than one day, then Design Builder shall be entitled to a time extension equal to the actual period of such delay.
7. Design Builder shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, providing access roads un-impacted by abnormal or adverse weather and covering work and material that could be affected adversely by weather. Failure to do so shall be cause for City to not grant a time extension due to abnormal or adverse weather, where Design Builder could have avoided or mitigated the potential delay by exercising reasonable care.

C. NOTICE OF DELAY

1. Within seven (7) calendar days of the beginning of any delay Design Builder shall notify City in writing, by submitting a Notice of Potential Claim, of all anticipated delays resulting from the delay event in question. Any request for extension of time shall be accompanied by Design Builder's written statement that the adjustment claimed is the entire adjustment to which the claimant is entitled as a result of the occurrence of said event. City shall determine all claims and adjustments in the Contract Times. No claim for an adjustment in the Contract Times will be valid and such claim will be waived if not submitted in accordance with the requirements of this paragraph.

D. NO DAMAGES FOR DELAY CAUSED BY DESIGN BUILDER

1. Design Builder shall not be entitled to any time extension or compensation, including but not limited to extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays caused in whole or in part by Design Builder's failure to perform its obligations under Contract Documents, or during periods of delay concurrently caused by Design Builder and either City or others. Design Builder may receive time extension and be compensated for delays caused directly and solely by City except that Design Builder shall not be entitled to damages for delay to the Work caused by the following reasons:
   a. City's right to sequence the Work in a manner which would avoid disruption to City's tenants and their contractors or other prime contractors and their respective subcontractors, exercised as a result of Design Builder's failure to perform its cooperation and coordination responsibilities required by Contract Documents, City's enforcement of any government act or regulation, or the provisions of Contract Documents.
   b. For changed site conditions that are beyond the parties' contemplation, except that City may approve direct costs associated with unknown conditions (but not costs or damages which result from such delays); and
   c. Extensive requests for clarifications to Contract Documents or modifications thereto, provided such clarifications or modifications are processed by City or its consultants in a reasonable time commensurate with Contract Documents requirements.
   d. Extensive requests for clarifications that could be reasonably construed as frivolous in an attempt to create delay.
   e. Delay inferred from an assumed production rate by the Design Builder when such production rate has not been demonstrated by actual work progress.

E. LIQUIDATED DAMAGES

1. Time is of the essence. Execution of Contract Documents by Design Builder shall constitute acknowledgement by Design Builder that Design Builder understands, has ascertained and agrees that City will actually sustain damages in the amount fixed in Contract Documents for each and every calendar day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Design Builder and City agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by City as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages. For liquidated damage amounts, see Section 00 52 00, Agreement, Article IV.
2. Liquidated damages shall be considered not as a penalty but as an agreed monetary damage sustained by City for increased project administration expenses, including extra inspection, construction management and architectural and engineering expenses and interest expenses related to the Project and Contract Documents because Design Builder failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof. Liquidated damages shall not be deemed to include within their scope additional damages arising from defective work, lost revenues, cost of completion of the work, cost of substitute facilities, or damages suffered by others or other forms of liability claimed against City as a result of delay (e.g., delay or delay related claims of other contractors, subcontractors or tenants), and defense costs thereof; Design Builder shall be fully responsible for the actual amount of any such damages it causes, in addition to the liquidated damages otherwise due City.
3. There shall be deducted from any money due or to become due to Design Builder subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then accrued liquidated damages. Should Design Builder fall behind the approved Progress Schedule, City reserves the right to deduct liquidated damages based on its estimated period of late completion. City need not wait until Final Completion to withhold liquidated damages from Design Builder's progress payments. Should money due or to become due to Design Builder be insufficient to cover aggregate liquidated damages due, then Design Builder forthwith shall pay the remainder of the assessed liquidated damages to

City.

## PART 16. WORKING CONDITIONS AND PREVAILING WAGES

A. USE OF SITE/SANITARY RULES

1. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Design Builder shall furnish toilets and hand wash facilities for use of Design Builder's and Subcontractors' employees per Section 01 50 00 of the Specifications.
2. Design Builder shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by City, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Design Builder shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.
3. During the progress of the Work, Design Builder shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. Waste shall be removed as a minimum weekly. At the completion of the Work, Design Builder shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Design Builder shall leave the premises clean and ready for occupancy by City at Substantial Completion of Work. Design Builder shall restore to original condition all property not designated for alteration by Contract Documents.
4. Design Builder shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Design Builder subject any part of Work or adjacent property to stresses or pressures that will endanger it. Design Builder shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform its work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

B. PROTECTION OF WORK, PERSONS AND PROPERTY

1. Design Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Design Builder shall comply with all safety requirements specified in any safety program established by City, or required by State, Federal or local laws and ordinances.
2. Design Builder shall be responsible for all damage to Work, property or structures, and all injuries to persons, arising from the performance of Contract Documents.
   a. Design Builder shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design Builder shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
   b. Design Builder shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Design Builder, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Design Builder's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. City and of its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Design Builder's work.

c. Design Builder shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

d. City may, at its option, retain such moneys due under Contract Documents as City deems necessary until any and all suits or claims against Design Builder for injury to persons or property shall be settled and City receives satisfactory evidence to that effect.

C. RESPONSIBILITY FOR SAFETY AND HEALTH

1. Design Builder shall ensure that its and each tier of subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and City's safety regulations as amended from time to time. Design Builder shall comply with all City directions regarding protective clothing and gear.
2. Design Builder shall be fully responsible for the safety of its and its subcontractors' employees, agents and invitees on the Site. Design Builder shall notify City, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Design Builder's control. Design Builder shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Design Builder, subcontractors or persons from recognized hazards until the responsible party corrects the hazard.
3. Design Builder shall confine all persons acting on its or its subcontractors' behalf to that portion of the Site where Work under Contract Documents is to be performed: City designated routes for ingress and egress thereto; and any other City designated area. Except those routes for ingress and egress over which Design Builder has no right of control, within such areas, Design Builder shall provide safe means of access to all places at which persons may at any time have occasion to be present.

D. EMERGENCIES

1. In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Design Builder, without special instruction or authorization from City, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by City. Design Builder shall give City prompt written notice if Design Builder believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If City determines that a change in Contract Documents is required because of the action taken by Design Builder in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

E. USE OF ROADWAYS AND WALKWAYS

1. Construction impacting traffic on adjacent roadways shall be scheduled to avoid peak traffic times.

   a. Lane closures on Dublin Boulevard are not allowed prior to 10:00 a.m. or after 3:30 p.m.

   b. Lane closures on Civic Plaza are not allowed between to 7:30 a.m. and 5:30 p.m.
2. The Design Builder shall submit a site-specific traffic control plan with an aerial view showing the traffic control devices on the actual streets as they relate to the site conditions shall be provided. All traffic plans shall be prepared in accordance with the latest version of the State of California Department of Transportation "Manual of Traffic Controls for Maintenance and Construction Work Zones." The traffic control plan shall consist of scaled drawings of each street where work is proposed. The plan shall detail all traffic control measures proposed for each street. Copies or modified copies of the Manual of Traffic Controls for Maintenance and Construction Work Zones or the Work Area Traffic Control Handbook or any other type of copied standardized traffic control plans shall not be acceptable.
3. Should a lane closure be necessary to perform the work, the Design Builder shall furnish portable changeable message signs 7-days in advance of the work alerting the Public of the impending work.
4. The Design Builder is responsible for furnishing and posting "No Parking" signage for work.
5. When the Design Builder is working in the Right-of-Way, the Design Builder shall distribute one

week, and 24-hour notifications to residents or business impacted or in the vicinity of the work

6. Pedestrian access and circulation that is fully wheelchair accessible shall be maintained by the Design Builder on public sidewalks adjacent the project area. No closure of any street, driveway, or right of way may occur without written authorization from the City Engineer.
7. Unless otherwise provided in Contract Documents, Design Builder shall bear the cost of complying with this Paragraph E.

F. NONDISCRIMINATION

1. Design Builder shall not discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons.

G. PREVAILING WAGES

1. This project is subject to prevailing wage rate compliance monitoring and enforcement by the California Department of Industrial Relations pursuant to Section 1771.
2. Certified Payroll: The Design Builder shall comply with all requirements of California Labor Code Section 1776. Each Design Builder and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, 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 by him or her in connection with the public work. 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 Design Builder (employer) has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
3. The Design Builder shall submit certified payrolls to the Labor Commissioner and be in compliance with the California Department of Industrial Relations compliance monitoring and enforcement groups with <u>each invoice or request for progress payment</u>. Up to 25% from each progress payment will be withheld by the City until the Design Builder has satisfied all the requirements of this Section.
4. In accordance with the provisions of California Labor Code Sections 1860 and 3700, the Design Builder shall secure the payment of compensation to his employees.
5. The Design Builder and subcontractors on this project shall provide copies of certified payrolls to the City upon request.
6. Wage Rates: In accordance with Section 1773.2 of the Labor Code of the State of California, copies of the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft, classification, as determined by the Director of the Department of Industrial Relations are on file in the Office of the City Engineer, and these will be made available upon request.
7. It shall be mandatory upon the Design Builder to whom the contract is awarded, and upon all subcontractors under the Design Builder, to pay not less than the highest of the applicable rates set forth in either the federal or state schedules of prevailing wage rates.
8. The rate for work performed on Sundays and such legal holidays as are designated by the Council by ordinance, and for work performed in excess of eight (8) hours in one working day, in such cases in which such overtime is permitted by law, is not less than one and one-half (1-1/2) times the above described prevailing rate of per diem wages.
9. The wages paid by the Design Builder and its subcontractors shall be the current applicable prevailing wage rates and in accordance with the requirements specified in these Contract Documents. The Design Builder and or Subcontractor(s) shall post the most current prevailing wage determination by the director of the prevailing rate of per diem wages upon the job site.
10. In accordance with Section 1775 of the California, the Design Builder and any subcontractor under the Design Builder shall, as a penalty to the City, forfeit not more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the Design Builder or, except as provided in subdivision (b) of Section 1775, by any subcontractor under the Design Builder.

11. Hours of Labor: In accordance with Section 1810 of the California Labor Code, eight (8) hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof.
12. In accordance with Section 1813 of the California Labor Code, the Design Builder or subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective Design Builder or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect.
13. As required, the City shall take cognizance of all violations of Section 1813 and shall report them to the Division of Labor Standards Enforcement.

H. ENVIRONMENTAL CONTROLS

1. Design Builder shall comply with all rules, regulations, ordinances and statutes that apply to any work performed under Contract Documents including, without limitation, any toxic, water and soil pollution controls and air pollution controls specified in Government Code, Section 11017. Design Builder shall be responsible for insuring that Design Builder's employees, subcontractors and the public are protected from exposure to airborne hazards or contaminated water, soil or other toxic materials used during or generated by activities on the Site or associated with the Project. Additionally, to reduce daytime noise impacts due to construction, the Design Builder shall develop and implement a site-specific noise reduction program, subject to City review and approval, which includes the following measures:
    a. Signs shall be posted at the construction site that include permitted construction days and hours, a day and evening contact number for the job site, and a day and evening contact number for the City in the event of problems;
    b. An on-site complaint and enforcement manager shall be posted to respond to and track complaints;
    c. A pre-construction meeting shall be held with the City and the Design Builder's on-site representatives to confirm that noise mitigation and practices are completed and in place prior to the start of construction (including construction hour, neighborhood notification, posted signs, etc.);
    d. Equipment and trucks used for project construction shall utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shield or shrouds, wherever feasible) Equipment and trucks shall not idle more than 5 minutes;
    e. Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for project construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed-air exhaust from pneumatically power tools. However, where use of pneumatic tools is unavoidable, a muffler on the compressed-air exhaust shall be used; this muffler can lower noise levels where feasible, which could achieve a reduction of 5 dBA. Quieter procedures shall be used, such as drills rather than impact equipment, whenever feasible; and stationary noise sources shall be located as far from sensitive receptors as possible, and they shall be muffled and enclosed within temporary sheds, or insulation barriers or other measures shall be incorporated to the extent feasible.

I. TRENCH SAFETY PLAN

1. The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations. For all excavations 5 feet or more in depth, the Design Builder, in accordance with California Labor Code Section 6705, shall submit to the City a detailed plan showing the design and details of the protective systems to be provided for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved by the City.

2. Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan. No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.
3. Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees.
4. Attention is also directed to Sections 6422, 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.
5. Prior to any excavation, the Design Builder shall designate a competent person who is responsible for trench and structure excavation, and the Design Builder shall obtain a Cal/OSHA Safety Permit.
6. Submittals: Provide the following shop drawings and informational submittals;
   a. Design Builder's detailed Sheeting, Shoring and Bracing Plan. The Plan shall be submitted a minimum of fifteen (15) business days prior to the intended start of excavation. The Plan shall include structural calculations, and alternative protection systems. The Design Builder shall be prepared to implement these alternative systems should the initial systems not achieve the following minimum requirements:
      i. Protect personnel that enter the excavation;
      ii. Protect existing utilities, pavements and structures;
      iii. Prevent caving or lateral movement of excavation walls and associated loss of adjacent ground and adjacent ground surface settlement, even when subjected to construction vibrations;
      iv. Provide stable excavation walls and bottom;
      v. Prevent heave of the excavation bottom;
      vi. Resist lateral loads from vehicular traffic, construction equipment and spoils, and hydrostatic pressures, if any.

   b. Copy of the Design Builders Cal/OSHA Safety Permit.
   c. Name and contact information for the Design Builders Competent Person.
7. Sheeting, shoring, and/or bracing of open cut excavations shall be provided, inclusive of all construction conforming to applicable safety orders, including any necessary subsurface investigations, preparing and submitting shoring designs, labor, tools, materials, equipment, power, and fuel for doing all required work including but not limited to that as required by Sections 6700-6708 of the Labor Code.
8. When close sheeting (sheet piles) is required, it shall be so driven so as to prevent adjacent soil from entering the trench either below or through such sheeting. Where sheeting and shoring and bracing are used, the trench width shall be increased accordingly.
9. The City reserves the right to order the sheeting driven to the full depth of the trench or to such additional depths as may be required for the protection of the work. Where the soil in the lower limits of a trench has the necessary stability, the Design Builder may submit a request to modify the shoring design and submit supporting calculations to stop the driving of sheeting at some designated elevation above the trench bottom. However, the Design Builder retains full responsibility for all excavation support under the Contract.
10. Trench bracing, except those that must be left in place, may be removed when the backfilling has reached the respective levels of such bracing.
11. Sheeting, except that which has been left in place, may be removed after the backfilling has been completed or has been brought up to such an elevation as to permit its safe removal.
12. Excavation More Than Four Feet Deep. In accordance with California Public Contract Code Section 7104, if the Work involves excavation more than four feet deep the Design Builder must promptly notify the City in writing before disturbing: any material that the Design Builder believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; any subsurface or latent physical conditions at the Work site differing

from those indicated; or any unknown physical conditions at the Work site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The City will promptly investigate any such conditions for which notice is given. If the City finds that the conditions do materially differ, or involve hazardous waste, and would cause a decrease or increase in the cost or time of performance of the Work, the City will issue a change order pursuant to these Special Provisions. If a dispute arises between the City and the Design Builder concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease of increase in the cost or time of performance, the Design Builder will not be excused from any completion date provided in the Contract Documents but shall proceed with all Work to be performed. The Design Builder will retain all rights under contract or law pertaining to resolution of disputes and protests between contracting parties.

13. Excavation of Five Feet or More. In accordance with California Labor Code Section 6705, Design Builders performing contracts exceeding $25,000 in cost and involving excavation five or more feet deep must submit for the City's acceptance, prior to excavation, 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 excavation. If the plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer.

**END OF SECTION**

# SECTION 00 82 20
# INSURANCE

The minimum insurance required for this project shall be per the requirements of this section and shown on the Certification of Insurance Forms found in the Contract Documents. The successful bidder shall submit the Certification of Insurance, properly executed by the carrier, with the contract documents. In the event of a conflict between these provisions and the Agreement, the terms of the Agreement shall control.

1. **Insurance Requirements**. Before commencing any Work under the Contract Documents, Design Builder shall furnish to the City satisfactory proof that Design Builder 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. Design Builder 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, Design Builder 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 Design Builder 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 Design Builder'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 Design Builder 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 **Design Builder's equipment**. Design Builder will maintain All Risk Equipment Insurance covering all risk of physical damage to equipment provided for use at the Project site by the

Design Builder, whether owned, leased, rented, borrowed or used at the Project site. Design Builder 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. Design Builder will have the insurance company specifically agree to this waiver. If uninsured, Design Builder 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 **Design Builders 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 Design Builder's operations or completed operations, performed by or on behalf of Design Builder. 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 Design Builder must, at the Design Builder'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 Design Builder as insureds. Such insurance must be carried in the amount of 105% 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 Design Builder shall promptly reconstruct all Work so destroyed or injured at the Design Builder'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, Design Builder 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. Design Builder shall increase required insurance amounts upon direction by the City.

**2. Certificates of Insurance.**

2.1 Design Builder 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 Design Builder and annually thereafter on or before the policy effective dates of Design Builder'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. Design Builder 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 Design Builder'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 Design Builder 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, Design Builder shall submit an additional certificate evidencing continuation of such coverage with its final billing and at each subsequent renewal of Design Builder'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. Design Builder 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. Design Builder 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, Design Builder shall submit evidence that insurance policies will be in effect during the requested additional period of time. Upon the City's request, Design Builder 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 Design Builder 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 Design Builder 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**. Design Builder 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 Design Builder 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. Design Builder 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**. Design Builder 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 Design Builder, 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 Design Builder 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 Design Builder to reimburse the City.

10. Nothing in these requirements shall be construed as limiting in any way the extent to which Design Builder or any subcontractor may be held responsible for payment damages resulting from their operations. Design Builder's obligations to procure insurance are separate and independent of, and shall not limit Design Builder'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 Design Builder.

11. Except for Worker's Compensation coverages, Design Builder 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 Design Builder for the work.

12. Design Builder shall pay all insurance premiums including any charges for required waivers of subrogation or the endorsement of additional insureds. If Design Builder fails to maintain insurance, the City may take out comparable insurance, and deduct and retain amount of premium from any sums due Design Builder under the Contract Documents. If the aggregate limits on any Design Builder's insurance policy are no longer available, Design Builder must notify the City and immediately, at Design Builder's expense, purchase replacement coverage to meet the insurance requirements as specified in these requirements. Alternatively, the Design Builder's failure to maintain the required insurance shall be grounds for a termination for default in accordance with the Contract Documents.

13. By signing this Agreement, Design Builder acknowledges that maintenance of required insurance coverage is a material provision of this contract. If the Design Builder allows the insurance to lapse, be cancelled, or be reduced below the limits specified in this Agreement, the City may direct the purchase of replacement coverage in conformity with coverage requirements. No further work may be performed

in the Project and any delays or expenses caused due to stopping of work and change of insurance shall be considered Design Builder's delay and shall not be considered to increase cost to the City or increase time in which the Project shall be completed or give rise to any other liability whatsoever against the City.

**14.** Insurance provided pursuant to this Contract must be from insurance companies admitted in California and rated at least A in Best's Insurance Guide; or such other insurance companies as are acceptable to City in its sole and unfettered decision.

Design Builder shall provide additional insured endorsements to for all encroachment permits obtained or permits from third parties required to construct the project or required to be obtained to complete this project. Each agency has specific insurance requirements see permit requirements for specifics.

Design Builder shall provide additional insured endorsements for the following:

1) Swinerton Management & Consulting, LLC

**END OF SECTION**

# 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 | 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.

# 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.

# 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.

**CITY OF DUBLIN**
**FISCAL YEAR 2025-26**
**BUDGET CHANGE FORM**

**Budget Change Reference #:** _____

**City Council's Approval Required**

From Un-Appropriated Reserves X  Budget Transfer Between Funds _____

From Designated Reserves X  Other _____

| DECREASE BUDGET AMOUNT | | INCREASE BUDGET AMOUNT | |
|---|---|---|---|
| **Account** | **Amount** | **Account** | **Amount** |
| | | **(New) GI0226 -Exterior Improvements - Contract Services** GI0226.9200.9201 | $8,810,000 |
| | | **(New) GI0226 -Exterior Improvements - General Fund - Unassigned Cashflow Reserve** GI0226.1001 | $500,000 |
| | | **(New) GI0226 -Exterior Improvements - General Fund Reserve - Asset Contingency** GI0226.1101 | $5,000,000 |
| | | **(New) GI0226 -Exterior Improvements - Facilities Replacement** GI0226.6205 | $2,860,000 |
| | | **(New) GI0226 -Exterior Improvements - Equipment Replacement** GI0226.6305 | $450,000 |

**REASON FOR BUDGET CHANGE**

To fund the agreement with Plant Construction Company, L.P. for Progressive Design-Build for the newly created Exterior Improvements Project. The project will be funded by a combination of ISF Facility and Equipment funds and the General Fund, consisting of $5,000,000 from the Asset Contingency Reserve and $500,000 from the Unassigned Cashflow Reserve. This project includes the design and construction of various exterior improvements to and preventative maintenance of the following city facilities: Civic Center, Library, Clock Tower, Kolb House Museum, Kolb House Restroom, Sunday School Barn, Murray Schoolhouse Museum and outbuildings, Old St. Raymond's Church, Senior Center, The Wave, and Fire Stations 16, 17, and 18. Additionally, Projects GI0125 - Civic Center Exterior Glazing, Sealing & Painting; GI0223 - Exterior Painting at Various Facilities; and GI0423 - Roof Replacement at Various Facilities will be combined and budgets transferred to the newly formed GI0226 - Exterior Improvements.

**As Presented at the City Council Meeting** **12/2/2025**

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

Posted By: _____  Date: _____

# Exterior Improvements Project: Approval of Agreement with Plant Construction Company, L.P.

December 2, 2025

DUBLIN
CALIFORNIA

# Background

- 2024-2029 CIP includes three exterior improvement projects:
  - Civic Center Exterior Glazing, Sealing & Painting
  - Exterior Painting at Various City Facilities
  - Roof Replacement at Various City Facilities Project
- These have been combined into one project: Exterior Improvements
- The project can be accomplished through the Progressive Design Build (PDB) method

# PDB Advantages

- Enhanced Collaboration
  - Early involvement of design and construction teams improves communication and problem-solving.
- Design Flexibility
  - Design decisions are refined as the project evolves, with real-time feedback from the agency and the cost-effective methods from the Contractor.
- Cost Control
  - Guaranteed Maximum Price (GMP) is established after the scope is refined, reducing risk of cost overruns.
- Faster Delivery
  - Design and construction phases can overlap, expediting project completion.

# PDB Cost Categories

- Preliminary Design and Collaboration Services
  - Initial design, site surveys, testing and sampling and development of the GMP scope.
- Design-Build Services (GMP)
  - Raw cost of construction, final design, general requirements and conditions, contingencies, allowances, insurance, bonds, and contractor's fee.
- Owner Project Allowance (owner-directed changes)
- Soft Costs
  - Staff time, consultant costs, testing and inspection, and other miscellaneous costs.

# Preliminary Design Phase

- Agreement with Plant Construction approved in May 2025
  - Preliminary design and collaboration services (Completed)
  - Defined the scope of work for the Design-Build agreement
  - Obtained the project GMP

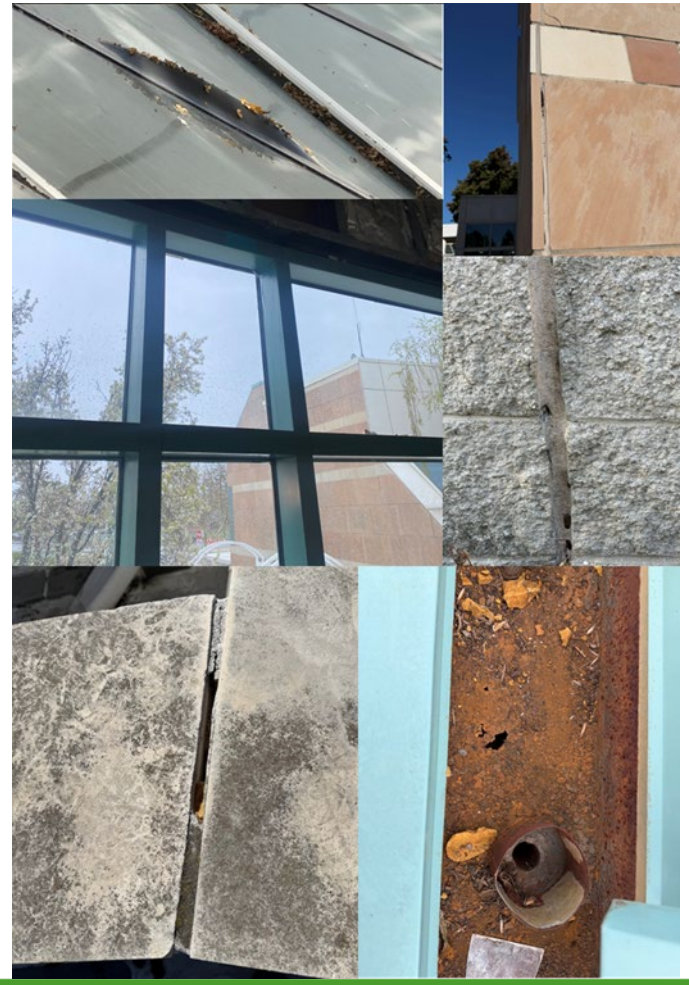
- $12.9 million total cost for the GMP at 13 structures

# Exterior Improvements GMP Scope and Costs

| Facility | Roofing | Painting/ Sealing | Gutters | Exterior Repairs | Other | Cost |
|---|---|---|---|---|---|---|
| Civic Center | X | X | X | X | Glazing, lighting | $4,863,395 |
| Library | X | X | X | | | $961,400 |
| Clock Tower | | | | X | Full cladding replacement | $1,531,699 |
| Kolb House | | X | X | X | Brick repointing | $512,920 |
| Kolb House Restroom | | X | | X | | $95,673 |
| Sundy School Barn | | | X | X | | $185,340 |
| Murray Schoolhouse | X | X | | X | Including outbuildings | $1,055,182 |
| St. Raymond's Church | X | X | | X | | $723,512 |
| Senior Center | X | X | | X | Glazing | $921,320 |
| The Wave | | X | | X | Replace cement siding | $1,218,233 |
| Fire Stations 16 | X | X | | X | Glazing, HVAC replacement | $632,824 |
| Fire Stations 17 | | X | | | | $88,689 |
| Fire Stations 18 | | X | | | | $88,689 |
| | | | | | **TOTAL** | **$12,878,876** |

# Library

# Civic Center



# Clock Tower

## The Wave

## Senior Center

## Heritage Park

# Next Steps

- Budget adjustment to allocate additional funding
  - $450,000 from Internal Service Fund – Equipment Replacement
  - $2,860,000 from Internal Service Fund – Facilities Replacement
  - $5,000,000 from General Fund Asset Contingency Reserve
  - $500,000 from General Fund Unassigned (Cashflow) Reserve

- Complete design packages and start construction.

- Anticipated completion date of October 2026.

# Staff Recommendation

Adopt the Resolution Approving an Agreement With Plant Construction Company, L.P. for Progressive Design-Build Services for the Exterior Improvements Project, CIP Nos. GI0125, GI0223, and GI0423, and approve the budget change.

# Thank you

DUBLIN
CALIFORNIA

Agenda Item 8.3

# STAFF REPORT
## CITY COUNCIL

**DATE:** **December 2, 2025**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Colleen Tribby, City Manager

**SUBJECT:** Selection of Vice Mayor
*Prepared by: Marsha Moore, MMC, City Clerk*

**EXECUTIVE SUMMARY:**

The City Council's policy is to select, in December of each year, a member of the City Council to serve as Vice Mayor for a period of one year. In the absence of the Mayor, the Vice Mayor would become Mayor Pro Tempore and would assume the temporary responsibilities of the Mayor.

**STAFF RECOMMENDATION:**

Determine who shall serve as Vice Mayor for a one-year period, December 2025 – December 2026.

**FINANCIAL IMPACT:**

None.

**DESCRIPTION:**

Since 1996, the City Council's policy has been to select, in December of each year, a member of the City Council to serve as Vice Mayor for a period of one year. In the absence of the Mayor, the Vice Mayor would become Mayor Pro Tempore and would assume the temporary responsibilities of the Mayor.

Per Resolution No. 132-22, the following are the rules for the selection of the Vice Mayor:

a. Time. At its first regular meeting in December, the City Council shall select one of its members as Vice Mayor. Notwithstanding the foregoing, in even years this selection shall occur at the City Council meeting at which the declaration of election results is made.

b. Term. The Vice Mayor shall serve in such capacity for a one-year period, or until a successor is selected.

c. Rules. The procedure for selecting the Vice Mayor shall be in accordance with the current rules identified in the Rules for the Conduct of Meetings of the City Council.

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

None.