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

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

DUBLIN
CALIFORNIA

Adjourned Regular Meeting of the

DUBLIN CITY COUNCIL

Tuesday, June 25, 2024
(Adjourned from June 18, 2024)

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

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

Additional Meeting Procedures

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

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

□ Fill out an online speaker slip available at www.dublin.ca.gov. The speaker slip will be made available at 10:00 a.m. on Tuesday, June 25, 2024. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the staff presentation ends, or until the public comment period on non-agenda items is closed.

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

□ When the agenda item upon which the individual would like to comment is addressed, the City Clerk will announce the speaker in the meeting when it is their time to give public comment. The speaker will then be unmuted to give public comment via Zoom.

□ Technical difficulties may occur that make the option unavailable, and, in such event, the meeting will continue despite the inability to provide the option.

CLOSED SESSION

I. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case
Facts and circumstances: Letter from Sarah Jorgensen, dated May 10, 2024

II. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: Portion of Assessor's Parcel No. 986-0028-001-00 adjacent to Tassajara Road
Agency Negotiator: Linda Smith, City Manager
Negotiating Parties: Javid Roshan/Zarmina Mayar
Under Negotiation: Price and terms of payment

REGULAR MEETING

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. REPORT ON CLOSED SESSION

3. PRESENTATIONS AND PROCLAMATIONS

3.1 Recognition of Parks Reserve Forces Training Area Lieutenant Colonel Marisol A. Chalas
The City Council will recognize Lieutenant Colonel Marisol A. Chalas for her service at Parks Reserve Forces Training Area and in the Dublin community.
STAFF RECOMMENDATION:
Present the Certificate of Recognition.
Staff Report
Attachment 1 - Certificate of Recognition - Parks Reserve Forces Training Area Lieutenant Colonel Marisol A. Chalas

3.2 Employee Introduction
New City of Dublin Staff member, Alejandro Feliciano, Summer Intern with the Public Works Department, will be introduced.
STAFF RECOMMENDATION:
Welcome the new City of Dublin Staff member.
Staff Report

4. PUBLIC COMMENT

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

5. CONSENT CALENDAR

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

5.1 Approval of the June 4, 2024 Regular City Council Meeting Minutes

The City Council will consider approval of the minutes of the June 4, 2024 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the June 4, 2024 Regular City Council Meeting.

Staff Report

Attachment 1 - June 4, 2024 Regular City Council Meeting Minutes

5.2 Agreements for On-Call Civil Engineering and Surveying Services

The City Council will consider approving agreements for on-call civil engineering and surveying services with BKF Engineers, Consor North America, Inc., CSW/Stuber-Stroeh Engineering Group, Kimley-Horn and Associates, Inc., Nichols Consulting Engineers, and Pakpour Consulting Group, Inc.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving Agreements for On-Call Civil Engineering and Surveying Services.

Staff Report

Attachment 1 - Resolution Approving Agreements for On-Call Civil Engineering and Surveying Services

Attachment 2 - Exhibit A to the resolution - Consulting Services Agreements with BKF Engineers, Consor North America, CSW Stuber-Stroeh Engineering Group, Kimley-Horn and Associates, Inc., NCE, and Pakpour Consulting Group, Inc.

Attachment 3 - Request for Qualifications - Civil Engineering and Surveying Services

Attachment 4 - Statements of Qualifications - Civil Engineering and Surveying Services

5.3 Contractor Services Agreements for Parks and Community Services Department Special Events

The City Council will consider approving contractor services agreements with various vendors to provide as-needed services including electrical, sound, tenting, and staging rental services for events produced by the Parks and Community Services Department.

STAFF RECOMMENDATION:

Take the following actions: 1) Adopt the **Resolution** Approving an Agreement with HERC Rentals for Electrical Equipment Rental for City-Produced Events; 2) Adopt the **Resolution** Approving an Agreement with Primetime Entertainment for Lighting and Sound Services for City-Produced Events; and 3) Adopt the **Resolution** Approving an Agreement with Special Events Rentals for Tents, Stages, and Other Event Furniture Rentals for City-Produced Events.

Staff Report

Attachment 1 - Resolution Approving an Agreement with HERC Rentals for Electrical Equipment Rental for City-Produced Events

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

Attachment 3 - Resolution Approving an Agreement with Primetime Entertainment for Lighting and Sound Services for City-Produced Events

Attachment 4 - Exhibit A to the Resolution - Contractor Services Agreement Between the City of Dublin and Primetime Entertainment

Attachment 5 - Resolution Approving an Agreement with Special Events for Tents, Stages, and Other Event Furniture Rentals for City-Produced Events

Attachment 6 - Exhibit A to the Resolution - Contractor Services Agreement Between the City of Dublin and Special Events Rentals

Attachment 7 - Request for Proposals

5.4 Agreement with the County of Alameda for Fiscal Year 2024-25 for Additional Library Services

The City Council will consider approving an agreement with the County of Alameda to provide 23 hours of library services per week at the Dublin Public Library for Fiscal Year 2024- 25. These hours are in addition to the County's base service level of 28 hours per week. There is no change in the number of hours from the Fiscal Year 2023-24 Agreement.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Agreement with the County of Alameda for Additional Library Services for Fiscal Year 2024-25.

Staff Report

Attachment 1 - Resolution Approving an Agreement with County of Alameda for Additional Library Services for Fiscal Year 2024-25

Attachment 2 - Exhibit A to the Resolution - Agreement Between the City of Dublin and County of Alameda for Additional Library Services Fiscal Year 2024-25

5.5 Annual Street Resurfacing Project (2024 Cape Seal), CIP No. ST0117 - Approval of Plans and Specifications and Award of Contract to VSS International, Inc.

The City Council will consider approving the plans and specifications and awarding a construction contract to VSS International, Inc., for the Annual Street Resurfacing Project (2024 Cape Seal). The project will resurface a segment of Dublin Boulevard with a cape seal that will prolong the life of the existing pavement surface.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Plans and Specifications and Awarding a Contract to VSS International, Inc. for the Annual Street Resurfacing (2024 Cape Seal) Project, CIP No. ST0117.

Staff Report

Attachment 1 - Resolution Approving the Plans and Specifications and Awarding a Contract to VSS International, Inc. for the Annual Street Resurfacing (2024 Cape Seal) Project, CIP No. ST0117
Attachment 2 - CIP No. ST0117
Attachment 3 - 2024 Cape Seal Location Map
Attachment 4 - Bid Results

5.6 Amendments to the Dublin Municipal Code Inclusionary Zoning Regulations (Chapter 8.68), (PLPA-2023-00032)

The City Council will consider adopting amendments to the Dublin Municipal Code Inclusionary Zoning Regulations (Chapter 8.68). The amendments to the Inclusionary Zoning Regulations include lowering the applicability of the regulations to residential development projects of 10 or more units, creating separate affordability requirements for different product types, resetting the 55-year affordable resale restriction upon transfer of ownership units, and applying selection criteria to resale of ownership units. On June 4, 2024, the City Council waived the first reading and introduced the Ordinance amendments. The City Council is considering waiving the second reading and adopting the proposed Ordinance.

STAFF RECOMMENDATION:

Waive the second reading and adopt the **Ordinance** Approving Amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations).

Staff Report
Attachment 1 - Ordinance Approving Amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations)
Attachment 2 - City Council Staff Report dated June 4, 2024, without attachments

5.7 Park Improvement Agreement for Francis Ranch Development

The City Council will consider an Improvement Agreement with TH East Ranch Dublin LLC (Trumark) and Arroyo CAP IV- 3 (Arroyo) to construct two 5.5- acre neighborhood parks as identified in the Eastern Dublin Specific Plan within the Francis Ranch development, formerly called East Ranch.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Improvement Agreement for Two Neighborhood Park Sites Within the Francis Ranch Development.

Staff Report
Attachment 1 - Resolution Approving the Improvement Agreement for Two Neighborhood Park Sites Within the Francis Ranch Development
Attachment 2 - Exhibit A to the Resolution - Improvement Agreement for North and South Neighborhood Park Site within Francis Ranch Development

5.8 Annual Street Resurfacing Project (2024 Concrete/Signals/Overlay) and Persimmon Drive Pedestrian Rehabilitation Project CIP Nos. ST0117 and PK0123 - Approval of Plans and Specifications, Waive a Minor Bid Irregularity, and Award of Contract to O'Grady Paving, Inc.

The City Council will consider approving the plans and specifications, waiving a minor bid irregularity, and awarding a construction contract to O'Grady Paving, Inc. for the Annual Street Resurfacing Project (2024 Concrete/Signals/Overlay) and the Persimmon Drive Pedestrian Rehabilitation Project. The combined project will remove and replace existing concrete curb ramps, resurface a segment of Dublin Boulevard and John Monego Court, and rehabilitate the existing Persimmon Drive pedestrian path.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Plans and Specifications, Waiving a Minor Bid Irregularity, and Awarding a Contract to O'Grady Paving, Inc. for the Annual Street Resurfacing Project (2024 Concrete/Signals/Overlay) and the Persimmon Drive Pedestrian Rehabilitation Project, CIP Nos. ST0117 and PK0123.

Staff Report

Attachment 1 – Resolution Approving the Plans and Specifications, Waiving a Minor Bid Irregularity, and Awarding a Contract to O'Grady Paving, Inc. for the Annual Street Resurfacing (2024 Conc./Signals/Overlay) and Persimmon Dr. Ped. Rehab. Project

Attachment 2 - CIP No. ST0117 and PK0123

Attachment 3 - 2024 Concrete / Signals / Overlay and Persimmon Drive Pedestrian Rehabilitation Project Location Map

Attachment 4 - Bid Results

5.9 Agreement for On-Call Vehicle Maintenance and Repair Services with Parkway Body Shop

The City Council will consider approving the agreement for on-call vehicle maintenance and repair services with Parkway Body Shop.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Agreement for On-Call Vehicle Maintenance and Repair Services with Parkway Body Shop.

Staff Report

Attachment 1 - Resolution Approving an Agreement for On-Call Vehicle Maintenance and Repair Services with Parkway Body Shop

Attachment 2 - Exhibit A to the Resolution - On-Call Vehicle Maintenance and Repairs with Parkway Body Shop

5.10 Green Stormwater Infrastructure Project, CIP Nos. ST0121 and ST0517 - Approval of Plans and Specifications and Award of Contract to Suulutaaq, Inc.

The City Council will consider approving the plans and specifications and awarding a construction contract to Suulutaaq, Inc. for the Green Stormwater Infrastructure Project. This project will install a bioretention basin for stormwater treatment and hydromodification management, including storm drainpipes, inlets, landscaping in the basin, asphalt trail, seating, and interpretive signage. The project will also remove and replace the existing sidewalk with a wider sidewalk along Amador Valley Boulevard, from the Iron Horse Regional Trail intersection and Stagecoach Road, as well as improve curb ramps and median refuge at the trail crossing.

STAFF RECOMMENDATION:
Adopt the **Resolution** Approving the Plans and Specifications and Awarding a Contract to Suulutaaq, Inc. for the Green Stormwater Infrastructure Project, CIP No. ST0121 and ST0517.
Staff Report
Attachment 1 - Resolution Approving the Plan and Specifications and Awarding a Contract to Suulutaaq, Inc. for the Green Stormwater Infrastructure Project, CIP Nos. ST0121 and ST0517
Attachment 2 - CIP Nos. ST0121 and ST0517
Attachment 3 - Location Map
Attachment 4 - Bid Results

5.11 Amendments to the Dublin Municipal Code to Add Chapter 4.50 (Sidewalk Vending) and Amend Section 5.100.090 (Merchandising, Advertising, and Signs – Prohibited Acts) (PLPA-2024-00049)
The Sidewalk Vendors Act (Senate Bill 946 or SB 946) decriminalized and limited local regulation of sidewalk vending. The legislation is intended to promote sidewalk vending as a legitimate economic activity and ensure that cities only adopt reasonable regulations related to objective health, safety, and welfare concerns. Staff has prepared an ordinance amending the Dublin Municipal Code to regulate sidewalk vendors in accordance with SB 946. This includes adding Chapter 4.50 (Sidewalk Vending) to Title 4 (Regulation of Businesses) to establish regulations for sidewalk vendors, and amending Section 5.100.090 (Merchandising, advertising and signs—Prohibited acts) to clarify that the City's general restrictions on selling goods and services in City parks do not apply to sidewalk vendors. The City Council will consider waiving the first reading and introducing the ordinance amending the Dublin Municipal Code.
STAFF RECOMMENDATION:
Open the public hearing, deliberate, waive the reading, and INTRODUCE the Ordinance Approving Amendments to the Dublin Municipal Code to add Chapter 4.50 (Sidewalk Vending) to Title 4 (Regulation of Businesses), and Amend Section 5.100.090 (Merchandising, Advertising and Signs—Prohibited Acts).
Staff Report
Attachment 1 - Ordinance Approving Amendments to the DMC to Add Chapter 4.50 Sidewalk Vending and Amend Section 5.100.090 Merchandising, Advertising and Signs
Attachment 2 - DMC - Redlined Pages

5.12 Special Designation of General Fund Reserves for Fiscal Year 2023-24
The City Council will consider special designations of General Fund reserves for Fiscal Year 2023-24.
STAFF RECOMMENDATION:
Adopt the **Resolution** Authorizing a Special Designation of General Fund Committed Reserves for Fiscal Year 2023-24, and confirm changes to General Fund Assigned Reserves.
Staff Report
Attachment 1 - Resolution Authorizing a Special Designation of General Fund Committed Reserves for Fiscal Year 2023-24
Attachment 2 - Fiscal Year 2023-24 General Fund Reserve Summary

5.13 General Municipal Election – November 5, 2024

The City Council will consider requesting the Alameda County Board of Supervisors consolidate the City of Dublin Municipal Election with the Statewide General Election. The City Councilmembers will determine whether the statement of qualifications each candidate is allowed to place in the sample ballot should be a maximum of 200 or 400 words and whether the City or each candidate should pay the costs associated with printing their candidate statement.

STAFF RECOMMENDATION:

Take the following actions: 1) adopt the **Resolution** Calling for a General Municipal Election To Be Held in the City of Dublin on November 5, 2024, Requesting the Alameda County Board of Supervisors Consolidate the City of Dublin General Municipal Election With the Statewide General Election, Authorize Certain Procedural Matters, and Adopting Regulations for Candidates for Elective Office Pertaining to Candidate's Statement and the Costs Thereof; and 2) affirm Resolution No. 85-10 Encouraging Candidates to Use the Code of Fair Campaign Practices.

Staff Report

Attachment 1 - Resolution Calling for a General Municipal Election To Be Held in the City of Dublin on November 5, 2024

Attachment 2 - Code of Fair Campaign Practices

Attachment 3 - Resolution No. 85-10 Encouraging Candidates to Use the Code of Fair Campaign Practices

5.14 Payment Issuance Report and Electronic Funds Transfers

The City Council will receive a listing of payments issued from May 1, 2024 – May 31, 2024, totaling $9,885,560.27.

STAFF RECOMMENDATION:

Receive the report.

Staff Report

Attachment 1 - Payment Issuance Report for May 2024

6. PUBLIC HEARING

6.1 Adoption of Rates for Garbage Collection, Disposal, and Recycling Services Provided by Amador Valley Industries and Establishing the 2024-25 Annual Assessment

The City Council will consider adopting two separate resolutions establishing the garbage rates effective July 1, 2024 and establishing the Fiscal Year 2024-25 refuse-related property tax assessment.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate, and adopt the **Resolution** Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2024- 2025; and adopt the **Resolution** Amending the Schedule of Service Rates for Integrated Solid Waste Services.

Staff Report

Attachment 1 - Resolution Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2024-2025

Attachment 2 - Resolution Amending the Schedule of Service Rates for Integrated Solid Waste Services

Attachment 3 - Exhibit A to Resolution - Proposed Adjustment to Garbage Company Rates
Attachment 4 - Memorandum - Review of AVI's Compensation - Final Report - Dated June 6, 2024
Attachment 5 - Proposed vs. Current Rates
Attachment 6 - Local Area Rate Comparison
Item 6.1 PowerPoint Presentation

6.2 Adoption of Master Fee Schedule

The City Council will consider adoption of a new Master Fee Schedule (MFS), based on information contained in the User Fee Study and Cost Allocation Plan presented to the City Council on June 4, 2024. The proposed MFS also includes an annual adjustment to Parks and Community Services Fees, which were reviewed and recommended for approval by the Parks and Community Services Commission at its April 15, 2024 meeting.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and adopt the **Resolution** Adopting a Master Fee Schedule for Services Provided by the City.

Staff Report
Attachment 1 - Resolution Adopting a Master Fee Schedule for Services Provided by the City
Attachment 2 - Exhibit A to the Resolution - Master Fee Schedule Update for Fiscal Year 2024-25
Attachment 3 - June 4, 2024 Staff Report without attachments
Attachment 4 - April 15, 2024 PCS Commission Staff Report with Attachment 2 (Pricing Policy)
Item 6.2 PowerPoint Presentation

7. UNFINISHED BUSINESS – None.

8. NEW BUSINESS

8.1 Actions to Fill City Councilmember Vacancy

The City Council will consider applications received to fill the City Council vacancy due to the appointment of Michael McCorriston as Mayor. The City Councilmember term expires December of this year.

STAFF RECOMMENDATION:

Discuss the applications received and appoint an applicant to fill the City Council vacancy for the term ending December 2024; or take other appropriate action.

Staff Report
Attachment 1 - City Council Vacancy Applications

8.2 City Council Committee Appointments and Assignments

The City Council will consider confirming the Mayor's proposed appointments to the various local and regional boards, committees, and commission positions left vacant following the resignation of Mayor Hernandez.

STAFF RECOMMENDATION:

Adopt the **Resolution** Confirming the Mayor's Appointments to Various Local and Regional Boards, Committees, and Commissions; and direct Staff to notify affected agencies, as appropriate.

Staff Report

Attachment 1 - Resolution Confirming the Mayor's Appointments to Various Local and Regional Boards, Committees, and Commissions
Attachment 2 - Exhibit A to the Resolution - Council Committee Recommendations
Attachment 3 - Schedules for Various Local Regional Boards, Committees, and Commissions
Attachment 4 - Resolution 151-22 Confirming the Mayor's Appointments to Various Local and Regional Boards, Committees, and Commissions

9. CITY MANAGER AND CITY COUNCIL REPORT

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

10. ADJOURNMENT

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

If requested, pursuant to Government Code Section 54953.2, this agenda shall be made available

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

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

Mission

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

Agenda Item 3.1

STAFF REPORT

CITY COUNCIL

DATE: June 25, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Recognition of Parks Reserve Forces Training Area Lieutenant Colonel Marisol A. Chalas
Prepared by: Cierra Fabrigas, Executive Aide

EXECUTIVE SUMMARY:

The City Council will recognize Lieutenant Colonel Marisol A. Chalas for her service at Parks Reserve Forces Training Area and in the Dublin community.

STAFF RECOMMENDATION:

Present the Certificate of Recognition.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Lieutenant Colonel Marisol Chalas is completing two years of service as Garrison Commander of Parks Reserve Forces Training Area (Camp Parks). Prior to her arrival in Dublin, Lt. Col. Chalas held numerous elevated posts in the country and around the world. She is a highly educated and decorated leader and has advanced Camp Parks' mission while building strong relationships with the City, community groups, and residents during her tenure.

The City Council will recognize Lt. Col. Chalas for her outstanding contributions to the community during her leadership of Camp Parks.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Certificate of Recognition - Parks Reserve Forces Training Area Lieutenant Colonel Marisol A. Chalas

CERTIFICATE OF RECOGNITION

Given to

LIEUTENANT COL. MARISOL A. CHALAS

In Special Recognition and Appreciation for your many contributions to the Dublin community over the last two years as Garrison Commander of Parks Reserve Forces Training Area (Camp Parks).

Presented by the

CITY COUNCIL OF
THE CITY OF DUBLIN

Dated: June 25, 2024

Mayor Michael McCorriston

Vice Mayor Sherry Hu

Councilmember Jean Josey

Councilmember Kashef Qaadri

Agenda Item 3.2

STAFF REPORT

CITY COUNCIL

DATE: June 25, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

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

EXECUTIVE SUMMARY:

New City of Dublin Staff member, Alejandro Feliciano, Summer Intern with the Public Works Department, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff member.

FINANCIAL IMPACT:

None.

DESCRIPTION:

New City of Dublin Staff member, Alejandro Feliciano, Summer Intern with the Public Works Department, will be introduced.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 5.1

STAFF REPORT

CITY COUNCIL

DATE: June 25, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of June 4, 2024 Regular City Council Meeting Minutes
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approval of the minutes of the June 4, 2024 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the June 4, 2024 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the June 4, 2024 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) June 4, 2024 Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: June 4, 2024

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

REGULAR MEETING 7:00 PM

A Regular Meeting of the Dublin City Council was held on Tuesday, June 4, 2024, in the City Council Chamber. The meeting was called to order at 7:00 PM, by Mayor Pro Tempore Hu.

1) CALL TO ORDER

Attendee Name	Status
Dr. Sherry Hu, Mayor Pro Tempore	Present
Jean Josey, Councilmember	Present
Michael McCorriston, Councilmember	Present
Kashef Qaadri, Councilmember	Present

2) PLEDGE OF ALLEGIANCE

3) PRESENTATIONS AND PROCLAMATIONS

3.1) Presentation to Outgoing Mayor Melissa Hernandez

The City Council made a presentation to outgoing Mayor Melissa Hernandez in appreciation of her dedicated service to the City.

3.2) Recognition of 2024 Dublin Pride Week Contest Winners

The City Council recognized the winners of the 2024 Dublin Pride Week Photography, Poster, and Essay Contests.

3.3) Gun Violence Awareness Day and Month Proclamation

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

DRAFT

3.4) Employee Introduction

New City of Dublin Staff member, Mark Pulgarin, Senior Public Works Inspector with the Public Works Department, was introduced.

4) PUBLIC COMMENT

Roshni Patel provided public comment.

Mike Grant provided public comment.

Jeanine Gillengerten provided public comment.

Brent Songey provided public comment.

Andrea Renzulli provided public comment.

5) CONSENT CALENDAR

Mayor Pro Tempore Hu provided a statement about item 5.8 and how she received campaign contributions of greater than $250 within the preceding 12 months from two agents of Dublin Chevrolet, Jaspreet Doshnjh and Monica Dosanjh. Dublin Chevrolet is a participant in item 5.8, and Mayor Pro Tempore Hu will be returning portions of those contributions, so they do not exceed $250 in the aggregate within 30 days of May 31, 2024 when she learned of the proceeding.

5.1) Approved the May 21, 2024 Regular City Council Meeting Minutes.

5.2) Adopted Resolution No. 34-24 titled, "Approving Amendment #2 to the Contractor Services Agreement with Cascadia Consulting Group, Inc. for Senate Bill 1383 Implementation Assistance;" adopted Resolution No. 35-24 titled, "Approving Amendment #1 to the Consulting Services Agreement with Guida (Formerly Guida Surveying, Inc.) for Surveying Services;" adopted Resolution No. 36-24 titled, "Approving Amendment #1 to the Consulting Services Agreement with Kimley-Horn & Associates Inc. for Development Review, Intelligent Transportation Systems, and Transportation Planning and Engineering;" adopted Resolution No. 37-27 titled, "Approving Amendment #1 to the Consulting Services Agreement with Kittelson & Associates, Inc. for Transportation Planning and Engineering Services;" adopted Resolution No. 38-24 titled, "Approving Amendment #2 to the Consulting Services Agreement with Lynx Technologies , Inc. for GIS Consulting Services;" adopted Resolution No. 39-24 titled, "Approving Amendment #2 to the Consulting Services Agreement with Pakpour Consulting Group, Inc. for Development Review and Construction Management and Inspection Services;" and sdopted Resolution No. 40-24 titled, "Approving Amendment #1 to the Contractor Services Agreement with Tri-Valley Janitorial Services & Supply, Inc. for Janitorial Services and Supplies."

5.3) Adopted Resolution No. 41-24 titled, “Approving a Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2024-25 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding.”

5.4) Adopted Resolution No. 42-24 titled, “Approving a Contract Instructor Services Agreement with Squad Estates dba Skyhawks Tri-Valley East Bay for Recreation Services,” and Resolution No. 43-24 titled, “Approving a Contract Instructor Services Agreement with Akshay Arora dba Arora Tennis and Fitness for Recreation Services.”

5.5) Adopted Resolution No. 44-24 titled, “Adopting a List of Projects Funded in Fiscal Year 2024-25 by Senate Bill 1, the Road Repair and Accountability Act of 2017.”

5.6) Directed Staff to review the City’s Conflict of Interest Code and take the appropriate action.

5.7) Adopted Resolution No. 45-24 titled, “Granting an Easement to Pacific Gas and Electric Company for Electric Facilities Purposes Over a Portion of Assessor’s Parcel Number 941-1400-002-13.”

5.8) Adopted Resolution No. 46-24 titled, “Approving Agreements for On-Call Vehicle Maintenance and Repair Services with Big O Tires, Dublin Chevrolet, Livermore Auto Group, European Mobile Werks, Stoneridge Chrysler Jeep Dodge Ram, and Pro Cycles.”

5.9) Adopted Resolution No. 47-24 titled, “Approving the First Amendment to the Consulting Services Agreement Between the City of Dublin and Townsend Public Affairs, Inc.”

5.10) Adopted Resolution No. 48-24 titled, “Approving Amendments to the Consulting Services Agreements for On-Call Contract Building and Safety Division Services with 4Leaf, Inc. and TRB & Associates, Inc.;” adopted Resolution No. 49-24 titled, “Approving the Second Amendment to the Agreement Between Civica Law Group, APC and the City of Dublin for Special Counsel Legal Services;” and approved the budget change.

5.11) Adopted Resolution No. 50-24 titled, “Adopting an Appropriations Limit for Fiscal Year 2024-25.”

5.12) Confirmed appointment of Councilmember Kashef Qaadri to i-Gate.

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

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

6) PUBLIC HEARING

6.1) Amendment to the Dublin Municipal Code Inclusionary Zoning Regulations (Chapter 8.68), Adopting a Methodology for Determining Affordable Housing In-Lieu Fees and Adopting Non-Residential Development Affordable Housing Impact Fees (PLPA-2023-00032)

The City Council received a presentation regarding amendments to the Dublin Municipal Code Inclusionary Zoning Regulations (Chapter 8.68), the methodology for establishing the Affordable Housing In-Lieu Fee, and the Non-Residential Development Affordable Housing Impact Fee.

Mayor Pro Tempore Hu opened the Public Hearing.

Tom Evans provided public comment.

Jeanine Gillengerten provided public comment.

Mayor Pro Tempore Hu closed the Public Hearing.

On a motion by Councilmember Josey, seconded by Councilmember McCorriston, and by unanimous vote, the City Council waived the reading and introduced the Ordinance Approving Amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations); adopted Resolution No. 51-24 titled, “Establishing the Methodology for Determining the Affordable Housing In-Lieu Fee for Future Residential Units Subject to the City of Dublin Inclusionary Zoning Regulations;” and adopted Resolution No. 52-24 titled, “Adopting a Non-Residential Development Affordable Housing Impact Fee Within the City of Dublin.”

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

6.2) Proposed Budget for Fiscal Years 2024-25 and 2025-26

The City Council received a presentation regarding the Proposed Budget for Fiscal Years 2024-25 and 2025-26 and related salary plans.

Mayor Pro Tempore Hu opened the Public Hearing.

Tom Evans provided public comment.

Mayor Pro Tempore Hu closed the Public Hearing.

On a motion by Councilmember Qaadri, seconded by Councilmember McCorriston, and by a 3-to-1 vote, the City Council adopted Resolution No. 53-24 titled, "Adopting a Budget for the City of Dublin for Fiscal Year 2024-25" with minor adjustments to the quantifiable performance measures for the City Manager's Office; adopted Resolution No. 54-24 titled, "Establishing a Salary Plan for Full-Time Personnel in Accordance with the Personnel Rules;" adopted Resolution No. 55-24 titled, "Establishing a Salary Plan for Management Positions Exempt from Competitive Service;" and adopted Resolution No. 56-24 titled, "Amending the Classification Plan."

RESULT:	ADOPTED [3-to-1]
MOVED BY:	Kashef Qaadri, Councilmember
SECOND:	Michael McCorriston, Councilmember
AYES:	McCorriston, Josey, Qaadri
NOES:	Hu

6.3) Proposed Five-Year Capital Improvement Program 2024-2029

The City Council received a presentation regarding the Five-Year Capital Improvement Program which contains public capital projects proposed for Fiscal Year 2024-25 through Fiscal Year 2028-29.

Mayor Pro Tempore Hu opened the Public Hearing.

Jeanine Gillengerten provided public comment.

Mayor Pro Tempore Hu closed the Public Hearing.

On a motion by Councilmember McCorriston, seconded by Councilmember Josey, and by unanimous vote, the City Council adopted Resolution No. 57-24 titled, "Adopting the Five-Year Capital Improvement Program 2024-2029," and directed Staff to bring back an informational item on the 2022 Parks and Recreation Master Plan including how the City is meeting the community's needs related to emerging sports.

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

7) UNFINISHED BUSINESS – None.

Mayor Pro Tempore Hu called for a break at 9:49 PM.

Mayor Pro Tempore Hu reconvened the meeting at 9:55 PM.

8) NEW BUSINESS

8.1) Review of User Fee Study and Cost Allocation Plan

The City Council received a presentation on the recently a User Fee Study and Cost Allocation Plan.

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

The City Council directed Staff to bring back a report with more information on EV charging stations.

8.2) Actions to Fill Mayoral Vacancy

The City Council considered its options to fill the vacancy left by the resignation of Mayor Melissa Hernandez.

Mayor Pro Tempore Hu opened the public comment period.

Mike Grant provided public comment.

Catheryn Grier provided public comment.

Mayor Pro Tempore Hu closed the public comment period.

Mayor Pro Tempore Hu made a motion to accept applications to appoint an external candidate for the Mayor's position. The motion failed due to lack of a second.

On a motion by Councilmember Qaadri, seconded by Councilmember Josey, and by unanimous roll call vote, the City Council appointed Councilmember Michael McCorriston to Mayor.

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

The City Council directed Staff to open the application process for the vacated City Councilmember seat on Wednesday, June 5, 2024 with a deadline of Wednesday, June 12, 2024 and for the applications to be included in the June 18, 2024 City Council meeting packet.

Councilmember Michael McCorriston was sworn in as Mayor of the City of Dublin.

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).

The City Council directed Staff to send well wishes to the Alameda County firefighters recently injured in the wildfire in Livermore.

10) ADJOURNMENT

Vice Mayor Hu adjourned the meeting at 11:11 PM.

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 5.2

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: June 25, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Agreements for On-Call Civil Engineering and Surveying Services
Prepared by: Julius Pickney, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider approving agreements for on-call civil engineering and surveying services with BKF Engineers, Consor North America, Inc., CSW/Stuber-Stroeh Engineering Group, Kimley-Horn and Associates, Inc., Nichols Consulting Engineers, and Pakpour Consulting Group, Inc.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving Agreements for On-Call Civil Engineering and Surveying Services.

FINANCIAL IMPACT:

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

DESCRIPTION:

The Public Works Department utilizes consultants on Capital Improvement Program (CIP) projects, private development projects, engineering services, and for on-call, as needed services. These services assist Staff in specific areas of technical and professional expertise. Consultants are solicited through open and competitive request for qualifications (RFQ) processes to identify consulting firms with the necessary background and experience to provide services at competitive costs.

Fifteen submissions were received in response to the RFQ for On-Call Civil Engineering and Surveying Services. After reviewing all qualifications, Staff is recommending six firms to provide on-call services for a three-year term. Each of the six firms have provided similar services to the City in the past and to various other municipalities around the Bay Area. The recommended firms

and not-to-exceed compensation amounts over the three-year term are provided in the table below. Proposed compensation limits are based on existing or planned projects and tasks assigned to each consultant.

On-Call Civil Engineering and Surveying Services	
Consultant	**Proposed Compensation Limit**
BKF Engineers	$4,000,000
Consor North America, Inc.	$2,000,000
CSW/Stuber-Stroeh Engineering Group	$4,000,000
Kimley-Horn and Associates, Inc.	$4,000,000
Nichols Consulting Engineers	$4,000,000
Pakpour Consulting Group, Inc.	$2,000,000

Staff also recommends that the following firms that responded to the RFQ be deemed qualified and that these firms remain on the City's Managed Qualified Bid List, which the City reserves the right to enter into an agreement at a future date: CSG Consulting, Inc., Haley & Aldrich, Inc., Kier & Wright, LCC Engineering & Surveying, Inc., Mid-Valley Engineering, Sanderson Bellecci Company, SNG & Associates, Inc., Tetra Tech, and Willdan Engineering.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving Agreements for On-Call Civil Engineering and Surveying Services.
2) Exhibit A to the Resolution – Consulting Services Agreements with BKF Engineers, Consor North America, Inc., CSW/Stuber-Stroeh Engineering Group, Kimley-Horn and Associates, Inc., Nichols Consulting Engineers, and Pakpour Consulting Group, Inc.
3) Request for Qualifications - Civil Engineering and Surveying Services
4) Statements of Qualifications - Civil Engineering and Surveying Services

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AGREEMENTS FOR ON-CALL CIVIL ENGINEERING AND SURVEYING SERVICES

WHEREAS, on April 12, 2024, Staff issued a Request for Qualifications (RFQ) for On-Call Civil Engineering and Surveying Services; and

WHEREAS, the City received 15 responses to the RFQ; and

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

WHEREAS, the City desires to enter into agreements with BKF Engineers, CSW/Stuber-Stroeh Engineering Group, Kimley-Horn and Associates, Inc., and Nichols Consulting Engineers each for a not-to-exceed amount of $4,000,000 over a three-year term; and

WHEREAS, the City desires to enter into agreements with Consor North America, Inc. and Pakpour Consulting Group, Inc., each for a not-to-exceed amount of $2,000,000 over a three-year term; and

WHEREAS, the City also wishes to enter into agreements at a later date, for the following firms which were deemed to be qualified as part of the RFQ solicitation process: CSG Consulting, Inc., Haley & Aldrich, Inc., Kier & Wright, LCC Engineering & Surveying, Inc., Mid-Valley Engineering, Sanderson Bellecci Company, SNG & Associates, Inc., Tetra Tech, and Willdan Engineering.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Agreements with BKF Engineers, Consor North America, Inc., CSW/Stuber-Stroeh Engineering Group, Kimley-Horn and Associates, Inc., Nichols Consulting Engineers, and Pakpour Consulting Group, Inc., attached hereto as **Exhibit A**.

.

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

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND BKF ENGINEERS FOR ON-CALL CIVIL ENGINEERING AND SURVEYING SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and BKF Engineers ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2024 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2027, 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 Public Works Requirements. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result,

Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.

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

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed $4,000,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;

- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;

- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

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

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

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

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

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

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

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

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

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

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

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

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

THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including 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.** Except for Professional Liability Insurance, 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:
Gordon C. Sweet, Principal / Vice President
7901 Stoneridge Drive, Ste 360.
Pleasanton, CA 94588

Any written notice to City shall be sent to:

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

10.11 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, C, and D 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
Exhibit D	California Labor Code Section 1720 Information

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

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with applicable federal and California law. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN

Linda Smith D'Ambrosio, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

BKF ENGINEERS

DocuSigned by:
Gordon C. Sweet
6CAFC06DA4844A5...

Gordon C. Sweet, Principal / Vice President

1000002096

Consultant's DIR Registration Number
(if applicable)

3070368.1

EXHIBIT A

SCOPE OF SERVICES

Services may include professional civil engineering, design, and surveying, as well as staff augmentation.

Design Services

Shall include, but not limited to:

- Prepare all necessary project environmental documents and resource agency permit applications or manage environmental sub-consultants work and implement the environmental mitigation measures in the design of projects.
- Perform or manage sub-consultants in the preparation of geotechnical services required on projects, including determination of soil "R" values, pavement structural section, and other required soil characteristics for design of structures.
- Prepare preliminary design of projects and alternative design studies, project study reports, etc., as required, with associated preliminary cost estimates.
- Perform right-of-way engineering including right-of-way base map, exhibits, plat maps and legal descriptions.
- As necessary, manage sub-consultants' work in preparing appraisal reports and right-of-way acquisition.
- Perform project design at the 35%, 65%, 95% and 100% PS&E levels, including cost estimates and basis of design memoranda, as required by the City.
- Perform quality control and quality assurance (QA/QC) review of all documents prior to submittal to the City for review. Provide copies of QA/QC review comments, as requested by the City.
- Prepare Storm Water Quality and Erosion Control plans in compliance with the latest requirements of the California Regional Water Control Board, San Francisco Bay Area region, and in compliance with the Municipal Regional Permit. Complete any necessary Storm Water Management/Control Plan and associated C.3 Checklist for the City's records and suitable for annual reporting.
- Prepare hydrology and hydraulics reports, studies, and calculations, as required by the City.
- Prepare or manage sub-consultants in the preparation of transportation and traffic signal related improvements and modifications, which may include crosswalk safety improvements, bike lanes, separated bikeways, street light design and photometrics analysis.
- Prepare final engineering cost estimates and contract bid documents based on the latest bid item unit costs, Caltrans Specifications and Standard Plans, and federal requirements on federally funded projects, both transportation projects and FEMA/CalOES related projects.
- Provide design support services during construction and prepare final record drawings based on as-built drawings provided by the City.

Surveying services (in house surveying is highly desired, but not required)

Shall include, but not limited to:

- Perform topographic surveys.

- Perform utility research and coordination with utility companies.
- Perform base mapping.
- Perform Construction staking.
- Complete Record of survey.
- Prepare plat maps, topographic surveys, right-of-way determination, right-of-way takes/vacations, legal descriptions.
- Provide Real Property assistance, such as obtaining preliminary title reports, appraisals, and negotiations with property owners.
- Obtain temporary construction easements.
- Prepare grant deeds, grant of easements, right of entry permits/agreements and temporary construction easements.
- Perform boundary surveys.

Staff Augmentation Services

Shall include, but not limited to:

- Support of small to medium-sized capital projects including the preparation of staff reports, engineering studies, project planning and coordination with other agencies and utilities.
- Assist the City in acquiring the necessary approvals from Caltrans Local Assistance Division on federally-funded transportation projects, including preparation of forms and documents to acquire project E-76 approval to each phase, including construction, and/or approvals from other funding agencies including the Alameda County Transportation Commission and Metropolitan Transportation Commission.
- Assist the City in acquiring the necessary approvals from FEMA and/or CalOES for federally-funded disaster related projects.
- Assist the City in managing consultant work including signing, striping, traffic handling and stage construction, landscaping, utility undergrounding, irrigation, and roadway lighting.
- Assist the City in managing the construction of small to medium-sized projects including advertisement of projects, response to requests for information, review of bids, award of contract, project accounting, and closeout.
- Prepare baseline project design schedule using critical path method and update schedule as necessary.
- Prepare applications for and assist the City with obtaining the necessary permits and approvals from appropriate agencies or utility companies.

Consultants' staff may be asked to make presentations and/or attend City Council meetings, provide community outreach, and serve as a subject matter expert, on behalf of the City.

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List of Potential Projects

Potential projects in which the City may require support during the term of the contract. Projects vary in size and complexity. The City reserves the right to add or delete projects from this list.

ADA Transition Plan Improvements
Alamo Creek Park and Assessment District Fence Replacement
Annual Street Resurfacing
City Monument Signs
Citywide Bicycle and Pedestrian Improvements
Citywide Energy Improvements
Citywide Signal Communications Upgrade
Downtown Dublin Street Grid Network
Dublin Ranch Streetlight Improvements
Eastern Dublin TIF Program
Electric Vehicle (EV) Charging Stations
Golden Gate Drive Intersections Improvements
Green Storm Water Infrastructure
Intelligent Transportation System Upgrade
Iron Horse Nature Park and Open Space
Marquee Signs
Resiliency and Disaster Preparedness Improvements
Storm Drain Assessment
Stormwater Trash Capture Device installation
Tassajara Road Realignment and Widening – Fallon Road to Northern City Limit
Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane
Traffic Signal and Roadway Safety Improvements
Village Parkway Reconstruction and Complete Streets Improvements
Western Dublin TIF Program

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Project Management	**Rates**
Principal	$323.14
Sr. Associate Principal	$299.60
Associate Principal	$292.11
Sr. Project/ Technical Manager	$283.55
Project/ Technical Manager	$278.20
Eng./ Survey/ Planning Manager	$255.73
Technical Staff	**Rates**
Sr. Project Engineer/ Surveyor/ Planner	$237.54
Project Engineer/ Surveyor/ Planner	$208.65
Design Engineer/ Staff Survey/ Planner	$181.90
BIM Specialist III	$237.54
BIM Specialist II	$208.65
BIM Specialist I	$181.90
Technician IV	$217.21
Technician III	$202.23
Technician II	$184.04
Technician I	$173.34
Drafter IV	$178.69
Drafter III	$160.50
Drafter II	$148.73
Drafter I	$135.89
Engineering/ Surveying/ Planning Assistant	$113.42
Project Administration	**Rates**
Project Coordinator	$151.94
Senior Project Assistant	$130.54
Project Assistant	$115.56
Clerical/ Administrative Assistant	$96.30
Field Surveying	**Rates**
Survey Party Chief	$237.54
Instrument Person	$203.30
Survey Chainperson	$153.01
Utility Locator IV	$239.68
Utility Locator III	$210.79
Utility Locator II	$175.48
Utility Locator I	$124.12
Apprentice IV	$147.66
Apprentice III	$139.10
Apprentice II	$126.26
Apprentice I	$94.16
Construction Administration	**Rates**

Sr. Consultant	$310.30
Sr. Administrator	$270.71
Resident Engineer	$201.16
Field Engineer III	$237.54
Field Engineer II	$208.65
Field Engineer I	$181.90
Funding & Grants	**Rates**
Funding Strategies Director	$222.56
Funding Strategies Manager	$203.30
F/R Analyst IV	$188.32
F/R Analyst III	$171.20
F/R Analyst II	$160.50
F/R Analyst I	$139.10

*Rates are eligible for increase each Fiscal Year.

**Up to this rate, depending on level of Consultant's Staff

- Rate increases must be submitted by June 1st of each year, by Contractor, in order to be effective July 1st.
- Rate increase requests will not be accepted past August of each year. Rate increases may not exceed 3%, and shall be based on the April, 12 month change, of the Annual San Francisco Bay Area Consumer Price Index (CPI).
- Please note, reimbursable expenses are built into rates, identified above.
- Invoices shall be submitted electronically to: pwinvoices@dublin.ca.gov no more than once monthly and as work is completed. Please be sure to list the Development Code for each project or the CIP project number, for all charges on each invoice.
- Reporting requirements include a cumulative total of each staff members hours be listed on each invoice.
- Pertaining to section 2.1, please make certain when submitting a letter to inform of an employee exceeding 800 hours, to project the total number of hours anticipated for the fiscal year, as well as the total dollar amount projected.
- Additional positions and corresponding rates may be approved, in writing, by the City Engineer, or their designee.
- With each proposed Scope of Work and Budget submitted for each Task Order, please submit a list of all sub-consultants, including DIR numbers, to be used on a project. Please be sure to update a Project Manager if this should change over the course of a project.
- Overtime work to be charged at 1.5 times rate; Sunday work to be charged at 2 times the rate.
- Subconsultants and equipment rentals, not listed above, charged at 10% above cost.

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EXHIBIT C

INDEMNIFICATION

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

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

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

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

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EXHIBIT D

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

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

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

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

WAGES:

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

B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of

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

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

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

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

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

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

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

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

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the

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Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

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

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

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CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND CONSOR NORTH AMERICA, INC. FOR ON-CALL CIVIL ENGINEERING AND SURVEYING SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Consor North America, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2024 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2027, 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 Public Works Requirements. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result,

Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.

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

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

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;

- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;

- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

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

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

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

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

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

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

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

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

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

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

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

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

THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including 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

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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.

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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:
Robert Ferguson, PE, Contract Manager
2950 Buskirk Avenue, Suite #122
Walnut Creek, CA, 94597

Any written notice to City shall be sent to:

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

10.11 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, C, and D 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
Exhibit D	California Labor Code Section 1720 Information

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

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with applicable federal and California law. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN

Linda Smith D'Ambrosio, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

Consor North America, Inc.

DocuSigned by:
Ian Machan
B62FACF7DF80446

Ian Machan, EVP, West Region Executive Director

1000062285

Consultant's DIR Registration Number
(if applicable)

3070368.1

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EXHIBIT A

SCOPE OF SERVICES

Services may include professional civil engineering, design, and surveying, as well as staff augmentation.

Design Services

Shall include, but not limited to:

- Prepare all necessary project environmental documents and resource agency permit applications or manage environmental sub-consultants work and implement the environmental mitigation measures in the design of projects.
- Perform or manage sub-consultants in the preparation of geotechnical services required on projects, including determination of soil "R" values, pavement structural section, and other required soil characteristics for design of structures.
- Prepare preliminary design of projects and alternative design studies, project study reports, etc., as required, with associated preliminary cost estimates.
- Perform right-of-way engineering including right-of-way base map, exhibits, plat maps and legal descriptions.
- As necessary, manage sub-consultants' work in preparing appraisal reports and right-of-way acquisition.
- Perform project design at the 35%, 65%, 95% and 100% PS&E levels, including cost estimates and basis of design memoranda, as required by the City.
- Perform quality control and quality assurance (QA/QC) review of all documents prior to submittal to the City for review. Provide copies of QA/QC review comments, as requested by the City.
- Prepare Storm Water Quality and Erosion Control plans in compliance with the latest requirements of the California Regional Water Control Board, San Francisco Bay Area region, and in compliance with the Municipal Regional Permit. Complete any necessary Storm Water Management/Control Plan and associated C.3 Checklist for the City's records and suitable for annual reporting.
- Prepare hydrology and hydraulics reports, studies, and calculations, as required by the City.
- Prepare or manage sub-consultants in the preparation of transportation and traffic signal related improvements and modifications, which may include crosswalk safety improvements, bike lanes, separated bikeways, street light design and photometrics analysis.
- Prepare final engineering cost estimates and contract bid documents based on the latest bid item unit costs, Caltrans Specifications and Standard Plans, and federal requirements on federally funded projects, both transportation projects and FEMA/CalOES related projects.
- Provide design support services during construction and prepare final record drawings based on as-built drawings provided by the City.

Surveying services (in house surveying is highly desired, but not required)

Shall include, but not limited to:

- Perform topographic surveys.
- Perform utility research and coordination with utility companies.
- Perform base mapping.

- Perform Construction staking.
- Complete Record of survey.
- Prepare plat maps, topographic surveys, right-of-way determination, right-of-way takes/vacations, legal descriptions.
- Provide Real Property assistance, such as obtaining preliminary title reports, appraisals, and negotiations with property owners.
- Obtain temporary construction easements.
- Prepare grant deeds, grant of easements, right of entry permits/agreements and temporary construction easements.
- Perform boundary surveys.
- Review parcel maps, final maps, lot mergers, lot line adjustments, and plat maps and legal descriptions for technical accuracy, including review of boundary, cover sheet certificates, closure calculations, monuments, easements, and cross-referencing improvement plans in accordance with the Subdivision Map Act, City Subdivision Ordinance, and surveying standards of practice.
- Provide a licensed land surveyor and/or civil engineer to sign and approve parcel and final maps for technical correctness on behalf of the City as Acting City Surveyor.
- Research record documentation defining existing right-of-way.
- Perform boundary analysis based on record and field data.
- Conduct monument verifications.

Staff Augmentation Services

Shall include, but not limited to:

- Support of small to medium-sized capital projects including the preparation of staff reports, engineering studies, project planning and coordination with other agencies and utilities.
- Assist the City in acquiring the necessary approvals from Caltrans Local Assistance Division on federally-funded transportation projects, including preparation of forms and documents to acquire project E-76 approval to each phase, including construction, and/or approvals from other funding agencies including the Alameda County Transportation Commission and Metropolitan Transportation Commission.
- Assist the City in acquiring the necessary approvals from FEMA and/or CalOES for federally-funded disaster related projects.
- Assist the City in managing consultant work including signing, striping, traffic handling and stage construction, landscaping, utility undergrounding, irrigation, and roadway lighting.
- Assist the City in managing the construction of small to medium-sized projects including advertisement of projects, response to requests for information, review of bids, award of contract, project accounting, and closeout.
- Prepare baseline project design schedule using critical path method and update schedule as necessary.
- Prepare applications for and assist the City with obtaining the necessary permits and approvals from appropriate agencies or utility companies.

Consultants' staff may be asked to make presentations and/or attend City Council meetings, provide community outreach, and serve as a subject matter expert, on behalf of the City.

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List of Potential Projects

Potential projects in which the City may require support during the term of the contract. Projects vary in size and complexity. The City reserves the right to add or delete projects from this list.

ADA Transition Plan Improvements
Alamo Creek Park and Assessment District Fence Replacement
Annual Street Resurfacing
City Monument Signs
Citywide Bicycle and Pedestrian Improvements
Citywide Energy Improvements
Citywide Signal Communications Upgrade
Downtown Dublin Street Grid Network
Dublin Ranch Streetlight Improvements
Eastern Dublin TIF Program
Electric Vehicle (EV) Charging Stations
Golden Gate Drive Intersections Improvements
Green Storm Water Infrastructure
Intelligent Transportation System Upgrade
Iron Horse Nature Park and Open Space
Marquee Signs
Resiliency and Disaster Preparedness Improvements
Storm Drain Assessment
Stormwater Trash Capture Device installation
Tassajara Road Realignment and Widening – Fallon Road to Northern City Limit
Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane
Traffic Signal and Roadway Safety Improvements
Village Parkway Reconstruction and Complete Streets Improvements
Western Dublin TIF Program

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

CONSOR NORTH AMERICA, INC.

STAFF POSITION	FY2024-25 Proposed Rates
Annual Rate Increase based on CPI or 3%, whichever is lower	2.4% CPI
Principal Engineer	$382.00
Senior Engineer	$290.00
Professional Engineer	$224.00
Engineering Designer	$165.00
Senior CAD Designer*	$232.00
CAD Technician*	$159.00
Student Intern	$82.00
Project Accountant	$151.00
Project Manager	$340.00
Surveying – Office Classifications	
Senior Survey Project Manager	$328.00
Survey Project Manager	$210.00
Surveying – Field Classifications	
Party Chief*	$244.00
Instrumentman*	$215.00
Chainman/Rodman*	$215.00
Apprentice*	$215.00
One Man Crew*	$249.00
Two Man Crew*	$395.00

*Overtime rates apply to these classifications. **Rates are eligible for increase each Fiscal Year.

- Rate increases must be submitted by June 1st of each year, by Consultant, in order to be effective July 1st.
- Rate increase requests will not be accepted past August of each year. Rate increases may not exceed 3%, and shall be based on the April, 12 month change, of the Annual San Francisco Bay Area Consumer Price Index (CPI).
- Please note, reimbursable expenses are built into rates, identified above.
- Invoices shall be submitted electronically to: pwinvoices@dublin.ca.gov no more than once
- monthly and as work is completed. Please be sure to list the Development Code for each project or the CIP project number, for all charges on each invoice.
- Reporting requirements include a cumulative total of each staff members hours be listed on each invoice.
- Pertaining to section 2.1, please make certain when submitting a letter to inform of an employee exceeding 800 hours, to project the total number of hours anticipated for the fiscal year, as well as the total dollar amount projected.

- Additional positions and corresponding rates may be approved, in writing, by the City Engineer, or their designee.
- With each proposed Scope of Work and Budget submitted for each Task Order, please submit a list of all sub-consultants, including DIR numbers, to be used on a project. Please be sure to
- update a Project Manager if this should change over the course of a project.
- Overtime work to be charged at 1.5 times rate; Sunday work to be charged at 2 times the rate.
- Subconsultants and equipment rentals, not listed above, charged at 10% above cost.

CONSULTING CATEGORIES

Associated Right of Way Services, Inc. (AR/WS)	Rate
Principal Consultant	$285.00
Managing Consultant	$230.00
Consultant III	$175.00
Consultant II	$155.00
Consultant I	$135.00
Right of Way Technician	$110.00
Administrative Support	$95.00
Appraisal Reports	Lump Sum
Appraiser III (MAI)	$230.00
Appraiser II	$210.00
Appraiser I	$185.00
Subcontractors	Cost + 10%
Preparation for Court Appearances	$300.00
Depositions, Court Appearances, Arbitrations / Mediations, Hearings, and Testimony	$400.00

Avila and Associates Consulting Engineers, Inc.	Rate (Jan 1, 2024 – Dec 31, 2024)
Project Manager	$257.00
Senior Engineer	$184.00
Associate Engineer	$152.00
Assistant Civil Engineer	$125.00
Junior Civil Engineer	$105.00
Administrative	$79.00
GIS Specialist	$126.00

Personnel Charges: Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Materials and Services: Subcontractors, special equipment, and outside reproduction, data processing, computer services, etc., will be charged at cost with a 10% markup.

Standard mileage rate at current federal mileage reimbursement rate.

Subtronic	Rate
Project Administrator	$103.00
Pothole Crew Leader	$157.87
Pothole Laborer	$157.87
Senior Locator / Surveyor	$182.50
Lead Laborer	$161.09

Panorama Environmental	Rate
Principal	$265.00
Director / Senior Manager	$220.00
Senior Project Manager	$200.00
Project Manager / Senior Planner II	$190.00
Project Manager / Senior Planner I	$180.00
Environmental Planner III	$170.00
Environmental Planner II	$155.00
Environmental Planner I	$140.00
Contract Manager	$155.00
Technical Editor	$120.00
GIS Specialist	$155.00
GIS Analyst	$125.00

Other Charges: Mileage is charged at the IRS Standard Rates for the current year. Travel expenses are billed at cost. Outside services, equipment, and facilities not furnished directly by Panorama will be billed at cost plus 15% including, but not limited to:

- Shipments and express delivery
- Printing and photographic reproductions
- Rental of equipment
- Special fees, permits, insurance, etc.
- Subcontractors
- Supplies

PARIKH Practicing in the Geosciences						
Staff Category	Rate (1/1/24 - 12/31/24)		Rate (1/1/25 - 12/31/25)		Rate (1/1/26 - 12/31/26)	
	Actual	Billing	Actual	Billing	Actual	Billing
Project Manager	$110 - $125	$330 - $375	$116 - $131	$346 - $393	$121 - $138	$363 - $413
Sr. Project Engineer / QA QC Manager	$70 - $90	$210 - $270	$74 - $95	$220 - $283	$77 - $99	$231 - $297
Sr. Project Engineer / Geologist	$50 - $85	$150 - $255	$53 - $89	$157 - $267	$55 - $94	$165 - $282
Project Engineer	$50 - $70	$150 - $210	$53 - $74	$157 - $220	$55 - $77	$165 - $231
Project Geologist	$40 - $65	$120 - $195	$42 - $68	$126 - $204	$44 - $72	$132 - $216
Sr. Staff Engineer / PE	$40 - $55	$120 - $165	$42 - $58	$126 - $173	$44 - $61	$132- $183
Staff Engineer	$30 - $55	$90 - $165	$32 - $58	$94 - $173	$33 - $61	$99 - $183
Field Engineer / Geologist	$25 - $65	$75 - $195	$26 - $68	$79 - $204	$28 - $72	$83 - $216
Lab Technician	$25 - $45	$75 - $135	$26 - $47	$79 - $142	$28 - $50	$83 - $150
Drafting / Cadd Tech	$25 - $55	$75 - $165	$26 - $58	$79 - $173	$28 - $61	$83 - $183
Contract Administration	$70 - $90	$210 - $270	$74 - $95	$220 - $283	$77 - $99	$231 - $297
Field Engineer / Prevailing Wage	TBD					

Schedule of Other Direct Cost Items	
Description of Item	**Unit Cost**
Permits	At Cost
Exploration Costs	At Cost
Grouting of holes (per foot)	At Cost
Cutting Disposal	At Cost
Traffic control	At Cost
Reproduction (outside)	At Cost
Independent Laboratory testing (rates for test types vary)	At Cost
Hazardous Material Testing (outside services)	At Cost

Notes:

1) The hourly billing rates are calculated based on an approved OH rate of 172.37% and 10% fee.
2) Assumed escalations are on an average of 5% per year.
3) Prevailing wage will apply to field personnel performing Materials Testing work with the project-specific determination per the Department of Industrial Relations (DIR) requirements.

Construction Phase: All time spent over 8 hours per day and Saturdays for field personnel will be charged at 1.5 times the hourly rate. Sunday work will be charged at twice the hourly rate. All charges are portal-to-portal and mileage will be charged at 65.5 cents per mile. Field time, including travel time, will be charged in a two-hour increment. Any chargeable time that falls in between these increments will be charged at the rate of the next two-hour increment. Prevailing wages will dictate the field rates wherever applicable.

Outside Services: Drilling rental of special equipment and other outside charges will be invoiced at cost plus 10%. Direct contracting/billing and payment will not incur these costs. Outside services, beyond those included in the proposal, will not be performed without prior authorization from the Client.

Miscellaneous outside reimbursable expenses encountered during the performance of our work, such as printing and other incidentals, will be billed at cost plus 10%. Outside services, beyond those included in the proposal, will not be performed without prior authorization from the Client.

The hourly rates indicated above shall remain in effect through December 2026.

O'Dell Engineering	Rate
Principal	$310.00
Senior Civil Engineer	$242.00
Senior Engineer 2	$221.00
Senior Engineer 1	$204.00
Engineer 2	$200.00
Engineer 1	$189.00
Assistant Engineer 2	$163.00
Assistant Engineer 1	$147.00
Senior Landscape Architect 2	$221.00
Senior Landscape Architect 1	$200.00

Landscape Architect 2	$189.00
Landscape Architect 1	$179.00
Landscape Designer 3	$174.00
Landscape Designer 2	$163.00
Landscape Designer 1	$153.00
Planner	$195.00
Assistant Planner	$158.00
Dry Utility Project Manager 2	$189.00
Dry Utility Project Manager 1	$168.00
Utility Engineer	$153.00
CADD Operator 2	$132.00
CADD Operator 1	$105.00
Surveyor Manager	$226.00
Senior Land Surveyor	$216.00
Senior Surveyor 2	$210.00
Senior Surveyor 1	$189.00
Surveyor 2	$168.00
Surveyor 1	$158.00
Assistant Surveyor 2	$147.00
Assistant Surveyor 1	$132.00
Survey Crew 2-man / 1 -man	$347.00 / $200.00
Survey Crew 2-man / 1-man (Prevailing Wage)	$437.00 / $252.00
Administrative 3	$158.00
Administrative 2	$137.00
Administrative 1	$116.00
Outside Services & Reproduction: Cost of services and expenses charged to O'Dell Engineering by outside consultants, commercial printers, and professional or technical firms engaged in connection with the project.	Actual cost plus 10%
Travel: Mileage, per diem, and subsistence are not normally charged to the client unless specific prior authorization is negotiated between client and consultant.	Actual cost plus 10%

Note: Rates Subject to 5% Escalation Per Year

TJKM Dedicated Transportation Professionals	Rate
Principal	$265.00
Director	$245.00
Senior Project Manager	$210.00
Project Manager	$200.00
Senior Transportation Engineer	$185.00
Transportation Engineer	$145.00
Assistant Transportation Engineer	$135.00
Senior Transportation Planner	$185.00
Transportation Planner	$145.00

Assistant Transportation Planner	$135.00
GIS Specialist	$110.00
Graphics Designer	$110.00
Designer	$105.00
Technical Staff II	$95.00
Administration Staff	$90.00
Production Staff	$65.00
Reimbursable Expenses	
Plotting (per sheet)	$18.00
Travel Cost (per mile, subject to change; based on IRS standard mileage rates)	$0.67

All outside services are billed at cost plus a ten percent margin for handling.
Expert Witness charges available upon request.

Rates Effective May 1, 2023
Rates Subject to Change

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EXHIBIT C

INDEMNIFICATION

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

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

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

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

EXHIBIT D

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

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

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

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

WAGES:

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

B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of

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

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

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

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

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

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

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

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

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the

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Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

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

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

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CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND CSW/STUBER-STROEH ENGINEERING GROUP FOR ON-CALL CIVIL ENGINEERING AND SURVEYING SURVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and CSW/Stuber-Stroeh Engineering Group ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2024 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2027, 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 **Public Works Requirements.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $4,000,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

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

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

4.1 **Workers' Compensation.**

4.1.1 **General Requirements.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed

directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

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

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

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

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

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

4.2.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including 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:
Robert Stevens, PE, TE
5870 Stoneridge Mall Road, Suite 203
Pleasanton, CA 94588

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Any written notice to City shall be sent to:

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

10.11 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, C, and D 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
Exhibit D	California Labor Code Section 1720 Information

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

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN

Linda Smith D'Ambrosio, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

CSW/Stuber-Stroeh Engineering Group

DocuSigned by:
Robert Stevens
7BE69A4EF28B4F7...

Robert Stevens, President

President/CEO

Consultant's DIR Registration Number (if applicable)

3070368.1

EXHIBIT A

SCOPE OF SERVICES

Services may include professional civil engineering, design, and surveying, as well as staff augmentation.

Design Services

Shall include, but not limited to:

- Prepare all necessary project environmental documents and resource agency permit applications or manage environmental sub-consultants work and implement the environmental mitigation measures in the design of projects.
- Perform or manage sub-consultants in the preparation of geotechnical services required on projects, including determination of soil “R” values, pavement structural section, and other required soil characteristics for design of structures.
- Prepare preliminary design of projects and alternative design studies, project study reports, etc., as required, with associated preliminary cost estimates.
- Perform right-of-way engineering including right-of-way base map, exhibits, plat maps and legal descriptions.
- As necessary, manage sub-consultants’ work in preparing appraisal reports and right-of-way acquisition.
- Perform project design at the 35%, 65%, 95% and 100% PS&E levels, including cost estimates and basis of design memoranda, as required by the City.
- Perform quality control and quality assurance (QA/QC) review of all documents prior to submittal to the City for review. Provide copies of QA/QC review comments, as requested by the City.
- Prepare Storm Water Quality and Erosion Control plans in compliance with the latest requirements of the California Regional Water Control Board, San Francisco Bay Area region, and in compliance with the Municipal Regional Permit. Complete any necessary Storm Water Management/Control Plan and associated C.3 Checklist for the City’s records and suitable for annual reporting.
- Prepare hydrology and hydraulics reports, studies, and calculations, as required by the City.
- Prepare or manage sub-consultants in the preparation of transportation and traffic signal related improvements and modifications, which may include crosswalk safety improvements, bike lanes, separated bikeways, street light design and photometrics analysis.
- Prepare final engineering cost estimates and contract bid documents based on the latest bid item unit costs, Caltrans Specifications and Standard Plans, and federal requirements on federally funded projects, both transportation projects and FEMA/CalOES related projects.

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- Provide design support services during construction and prepare final record drawings based on as-built drawings provided by the City.

Surveying services (in house surveying is highly desired, but not required)

Shall include, but not limited to:

- Perform topographic surveys.
- Perform utility research and coordination with utility companies.
- Perform base mapping.
- Perform Construction staking.
- Complete Record of survey.
- Prepare plat maps, topographic surveys, right-of-way determination, right-of-way takes/vacations, legal descriptions.
- Provide Real Property assistance, such as obtaining preliminary title reports, appraisals, and negotiations with property owners.
- Obtain temporary construction easements.
- Prepare grant deeds, grant of easements, right of entry permits/agreements and temporary construction easements.
- Perform boundary surveys.

Staff Augmentation Services

Shall include, but not limited to:

- Support of small to medium-sized capital projects including the preparation of staff reports, engineering studies, project planning and coordination with other agencies and utilities.
- Assist the City in acquiring the necessary approvals from Caltrans Local Assistance Division on federally-funded transportation projects, including preparation of forms and documents to acquire project E-76 approval to each phase, including construction, and/or approvals from other funding agencies including the Alameda County Transportation Commission and Metropolitan Transportation Commission.
- Assist the City in acquiring the necessary approvals from FEMA and/or CalOES for federally-funded disaster related projects.
- Assist the City in managing consultant work including signing, striping, traffic handling and stage construction, landscaping, utility undergrounding, irrigation, and roadway lighting.
- Assist the City in managing the construction of small to medium-sized projects including advertisement of projects, response to requests for information, review of bids, award of contract, project accounting, and closeout.

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- Prepare baseline project design schedule using critical path method and update schedule as necessary.
- Prepare applications for and assist the City with obtaining the necessary permits and approvals from appropriate agencies or utility companies.

Consultants' staff may be asked to make presentations and/or attend City Council meetings, provide community outreach, and serve as a subject matter expert, on behalf of the City.

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List of Potential Projects

Potential projects in which the City may require support during the term of the contract. Projects vary in size and complexity. The City reserves the right to add or delete projects from this list.

ADA Transition Plan Improvements
Alamo Creek Park and Assessment District Fence Replacement
Annual Street Resurfacing
City Monument Signs
Citywide Bicycle and Pedestrian Improvements
Citywide Energy Improvements
Citywide Signal Communications Upgrade
Downtown Dublin Street Grid Network
Dublin Ranch Streetlight Improvements
Eastern Dublin TIF Program
Electric Vehicle (EV) Charging Stations
Golden Gate Drive Intersections Improvements
Green Storm Water Infrastructure
Intelligent Transportation System Upgrade
Iron Horse Nature Park and Open Space
Marquee Signs
Resiliency and Disaster Preparedness Improvements
Storm Drain Assessment
Stormwater Trash Capture Device installation
Tassajara Road Realignment and Widening – Fallon Road to Northern City Limit
Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane
Traffic Signal and Roadway Safety Improvements
Village Parkway Reconstruction and Complete Streets Improvements
Western Dublin TIF Program

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EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

BILLING RATE SCHEDULE	
Effective January 1, 2024 – December 31, 2024	
ENGINEERING SERVICES HOURLY RATES	
Senior Engineer	$201.00
Engineer III	$194.00
Engineer II	$175.00
Engineer I	$144.00
Engineer Technician	$131.00
Engineer Assistant	$101.00
SURVEYING SERVICES HOURLY RATES	
Senior Surveyor	$201.00
Surveyor III	$194.00
Surveyor II	$175.00
Surveyor I	$144.00
Survey Technician	$131.00
Survey Assistant	$101.00
Two Person Survey Party	$340.00
Survey Party Chief	$220.00
Survey Chainman	$120.00
Survey Apprentice	$112.00
Aerial Drone Surveyor	$217.00
OTHER PROFESSIONAL SERVICES HOURLY RATES	
Principal	$269.00
Associate Principal	$245.00
Senior Project Manager	$240.00
Project Manager	$226.00
Sr. Landscape Architect	$172.00
Landscape Architect	$156.00
Construction Manager	$235.00
Resident Engineer	$226.00
Field Engineer	$194.00
Technical Writer	$138.00
Graphic Illustrator	$131.00
Project Assistant	$101.00

Please note all reimbursable costs are included in rates above.

All CPI increases shall be calculated by Consultant and requested for adjustment each May, effective each

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

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EXHIBIT C

INDEMNIFICATION

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

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

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

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

EXHIBIT D

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

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

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

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

WAGES:

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

B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a

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

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

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

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

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

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

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

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

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

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

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

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CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND KIMLEY-HORN AND ASSOCIATES, INC. FOR ON-CALL CIVIL ENGINEERING AND SURVEYING SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Kimley-Horn and Associates, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2024 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2027, 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 **Public Works Requirements.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $4,000,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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

time necessary to complete work under any other agreement between Consultant and City, if applicable.

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

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

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

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

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

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

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

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

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

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

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

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

4.1 **Workers' Compensation.**

4.1.1 **General Requirements.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $1,000,000 per accident. In

the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

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

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

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

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

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

4.2.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including 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

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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.

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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:
Akash Patel, P.E.
4637 Chabot Drive, Suite 200
Pleasanton, CA 94588

Any written notice to City shall be sent to:

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

10.11 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, C, and D 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
Exhibit D	California Labor Code Section 1720 Information

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

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN

Linda Smith D'Ambrosio, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

KIMLEY-HORN AND ASSOCIATES, INC.

DocuSigned by:
John Pulliam
21C0A49EFE2E415...

John Pulliam, Vice President

1000010686

Consultant's DIR Registration Number (1000010686)

3070368.1

EXHIBIT A

SCOPE OF SERVICES

Services may include professional civil engineering, design, and surveying, as well as staff augmentation.

Design Services

Shall include, but not limited to:

- Prepare all necessary project environmental documents and resource agency permit applications or manage environmental sub-consultants work and implement the environmental mitigation measures in the design of projects.
- Perform or manage sub-consultants in the preparation of geotechnical services required on projects, including determination of soil “R” values, pavement structural section, and other required soil characteristics for design of structures.
- Prepare preliminary design of projects and alternative design studies, project study reports, etc., as required, with associated preliminary cost estimates.
- Perform right-of-way engineering including right-of-way base map, exhibits, plat maps and legal descriptions.
- As necessary, manage sub-consultants’ work in preparing appraisal reports and right-of-way acquisition.
- Perform project design at the 35%, 65%, 95% and 100% PS&E levels, including cost estimates and basis of design memoranda, as required by the City.
- Perform quality control and quality assurance (QA/QC) review of all documents prior to submittal to the City for review. Provide copies of QA/QC review comments, as requested by the City.
- Prepare Storm Water Quality and Erosion Control plans in compliance with the latest requirements of the California Regional Water Control Board, San Francisco Bay Area region, and in compliance with the Municipal Regional Permit. Complete any necessary Storm Water Management/Control Plan and associated C.3 Checklist for the City’s records and suitable for annual reporting.
- Prepare hydrology and hydraulics reports, studies, and calculations, as required by the City.
- Prepare or manage sub-consultants in the preparation of transportation and traffic signal related improvements and modifications, which may include crosswalk safety improvements, bike lanes, separated bikeways, street light design and photometrics analysis.
- Prepare final engineering cost estimates and contract bid documents based on the latest bid item unit costs, Caltrans Specifications and Standard Plans, and

federal requirements on federally funded projects, both transportation projects and FEMA/CalOES related projects.
- Provide design support services during construction and prepare final record drawings based on as-built drawings provided by the City.

Surveying services (in house surveying is highly desired, but not required)

Shall include, but not limited to:

- Perform topographic surveys.
- Perform utility research and coordination with utility companies.
- Perform base mapping.
- Perform Construction staking.
- Complete Record of survey.
- Prepare plat maps, topographic surveys, right-of-way determination, right-of-way takes/vacations, legal descriptions.
- Provide Real Property assistance, such as obtaining preliminary title reports, appraisals, and negotiations with property owners.
- Obtain temporary construction easements.
- Prepare grant deeds, grant of easements, right of entry permits/agreements and temporary construction easements.
- Perform boundary surveys.

Staff Augmentation Services

Shall include, but not limited to:

- Support of small to medium-sized capital projects including the preparation of staff reports, engineering studies, project planning and coordination with other agencies and utilities.
- Assist the City in acquiring the necessary approvals from Caltrans Local Assistance Division on federally-funded transportation projects, including preparation of forms and documents to acquire project E-76 approval to each phase, including construction, and/or approvals from other funding agencies including the Alameda County Transportation Commission and Metropolitan Transportation Commission.
- Assist the City in acquiring the necessary approvals from FEMA and/or CalOES for federally-funded disaster related projects.
- Assist the City in managing consultant work including signing, striping, traffic handling and stage construction, landscaping, utility undergrounding, irrigation, and roadway lighting.

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- Assist the City in managing the construction of small to medium-sized projects including advertisement of projects, response to requests for information, review of bids, award of contract, project accounting, and closeout.
- Prepare baseline project design schedule using critical path method and update schedule as necessary.
- Prepare applications for and assist the City with obtaining the necessary permits and approvals from appropriate agencies or utility companies.

Consultants' staff may be asked to make presentations and/or attend City Council meetings, provide community outreach, and serve as a subject matter expert, on behalf of the City.

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List of Potential Projects

Potential projects in which the City may require support during the term of the contract. Projects vary in size and complexity. The City reserves the right to add or delete projects from this list.

ADA Transition Plan Improvements
Alamo Creek Park and Assessment District Fence Replacement
Annual Street Resurfacing
City Monument Signs
Citywide Bicycle and Pedestrian Improvements
Citywide Energy Improvements
Citywide Signal Communications Upgrade
Downtown Dublin Street Grid Network
Dublin Ranch Streetlight Improvements
Eastern Dublin TIF Program
Electric Vehicle (EV) Charging Stations
Golden Gate Drive Intersections Improvements
Green Storm Water Infrastructure
Intelligent Transportation System Upgrade
Iron Horse Nature Park and Open Space
Marquee Signs
Resiliency and Disaster Preparedness Improvements
Storm Drain Assessment
Stormwater Trash Capture Device installation
Tassajara Road Realignment and Widening – Fallon Road to Northern City Limit
Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane
Traffic Signal and Roadway Safety Improvements
Village Parkway Reconstruction and Complete Streets Improvements
Western Dublin TIF Program

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EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Effective through June 30, 2025. Subject to annual adjustment thereafter.

Classification	Rate
Analyst I	$130 - $170
Analyst II	$170 - $195
Professional	$195 - $250
Senior Professional I	$250 - $330
Senior Professional II	$330 - $395
Senior Technical Support	$165 - $295
Technical Support	$105 - $165
Support Staff	$95 - $150

* All CPI increases shall be calculated by Consultant and requested for adjustment each May, effective each July 1st.

Rate increases shall not exceed 3%. Additionally, rates shown are based on staff at their current classification level. Classifications are reviewed yearly, and individual staff classifications may change during the contract period.

Subconsultants/Vendors: Billed at cost plus 10%.

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EXHIBIT C

INDEMNIFICATION

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

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

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

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

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EXHIBIT D

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

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

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

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

WAGES:

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

B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a

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

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

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

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

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

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

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

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

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

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

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

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CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND NICHOLS CONSULTING ENGINEERS FOR ON-CALL CIVIL ENGINEERING AND SURVEYING SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Nichols Consulting Engineers ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2024 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2027, 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 **Public Works Requirements.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $4,000,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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

time necessary to complete work under any other agreement between Consultant and City, if applicable.

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

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

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

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

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

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

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

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

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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.

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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. Any revisions, modifications, or changes made or reuse on another project without specific written verification and adaptation by Consultant for the specific purposes intended will be at user's sole risk and without liability or legal exposure to Consultant. 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:
Ryan Shafer, PE, GE
1003 W. Cutting Boulevard, Suite 110
Pt. Richmond, CA 94804

Any written notice to City shall be sent to:

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

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10.11 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, C, and D 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
Exhibit D	California Labor Code Section 1720 Information

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

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN

Linda Smith D'Ambrosio, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

NICHOLS CONSULTING ENGINEERS

DocuSigned by:
Ryan Shafer
F58F4B83816B47D...

Ryan Shafer, PE, GE, Principal

DocuSigned by:
47432FF0F8BC403...

Margot Yapp, PE, President

1000017867

Consultant's DIR Registration Number (if applicable)

3070368.1

EXHIBIT A

SCOPE OF SERVICES

Services may include professional civil engineering, design, and surveying, as well as staff augmentation.

Design Services

Shall include, but not limited to:

- Prepare all necessary project environmental documents and resource agency permit applications or manage environmental sub-consultants work and implement the environmental mitigation measures in the design of projects.
- Perform or manage sub-consultants in the preparation of geotechnical services required on projects, including determination of soil “R” values, pavement structural section, and other required soil characteristics for design of structures.
- Prepare preliminary design of projects and alternative design studies, project study reports, etc., as required, with associated preliminary cost estimates.
- Perform right-of-way engineering including right-of-way base map, exhibits, plat maps and legal descriptions.
- As necessary, manage sub-consultants’ work in preparing appraisal reports and right-of-way acquisition.
- Perform project design at the 35%, 65%, 95% and 100% PS&E levels, including cost estimates and basis of design memoranda, as required by the City.
- Perform quality control and quality assurance (QA/QC) review of all documents prior to submittal to the City for review. Provide copies of QA/QC review comments, as requested by the City.
- Prepare Storm Water Quality and Erosion Control plans in compliance with the latest requirements of the California Regional Water Control Board, San Francisco Bay Area region, and in compliance with the Municipal Regional Permit. Complete any necessary Storm Water Management/Control Plan and associated C.3 Checklist for the City’s records and suitable for annual reporting.
- Prepare hydrology and hydraulics reports, studies, and calculations, as required by the City.
- Prepare or manage sub-consultants in the preparation of transportation and traffic signal related improvements and modifications, which may include crosswalk safety improvements, bike lanes, separated bikeways, street light design and photometrics analysis.
- Prepare final engineering cost estimates and contract bid documents based on the latest bid item unit costs, Caltrans Specifications and Standard Plans, and federal requirements on federally funded projects, both transportation projects and FEMA/CalOES related projects.

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- Provide design support services during construction and prepare final record drawings based on as-built drawings provided by the City.

Surveying services (in house surveying is highly desired, but not required)

Shall include, but not limited to:

- Perform topographic surveys.
- Perform utility research and coordination with utility companies.
- Perform base mapping.
- Perform Construction staking.
- Complete Record of survey.
- Prepare plat maps, topographic surveys, right-of-way determination, right-of-way takes/vacations, legal descriptions.
- Provide Real Property assistance, such as obtaining preliminary title reports, appraisals, and negotiations with property owners.
- Obtain temporary construction easements.
- Prepare grant deeds, grant of easements, right of entry permits/agreements and temporary construction easements.
- Perform boundary surveys.

Staff Augmentation Services

Shall include, but not limited to:

- Support of small to medium-sized capital projects including the preparation of staff reports, engineering studies, project planning and coordination with other agencies and utilities.
- Assist the City in acquiring the necessary approvals from Caltrans Local Assistance Division on federally-funded transportation projects, including preparation of forms and documents to acquire project E-76 approval to each phase, including construction, and/or approvals from other funding agencies including the Alameda County Transportation Commission and Metropolitan Transportation Commission.
- Assist the City in acquiring the necessary approvals from FEMA and/or CalOES for federally-funded disaster related projects.
- Assist the City in managing consultant work including signing, striping, traffic handling and stage construction, landscaping, utility undergrounding, irrigation, and roadway lighting.
- Assist the City in managing the construction of small to medium-sized projects including advertisement of projects, response to requests for information, review of bids, award of contract, project accounting, and closeout.
- Prepare baseline project design schedule using critical path method and update schedule as necessary.

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- Prepare applications for and assist the City with obtaining the necessary permits and approvals from appropriate agencies or utility companies.

Consultants' staff may be asked to make presentations and/or attend City Council meetings, provide community outreach, and serve as a subject matter expert, on behalf of the City.

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List of Potential Projects

Potential projects in which the City may require support during the term of the contract. Projects vary in size and complexity. The City reserves the right to add or delete projects from this list.

ADA Transition Plan Improvements
Alamo Creek Park and Assessment District Fence Replacement
Annual Street Resurfacing
City Monument Signs
Citywide Bicycle and Pedestrian Improvements
Citywide Energy Improvements
Citywide Signal Communications Upgrade
Downtown Dublin Street Grid Network
Dublin Ranch Streetlight Improvements
Eastern Dublin TIF Program
Electric Vehicle (EV) Charging Stations
Golden Gate Drive Intersections Improvements
Green Storm Water Infrastructure
Intelligent Transportation System Upgrade
Iron Horse Nature Park and Open Space
Marquee Signs
Resiliency and Disaster Preparedness Improvements
Storm Drain Assessment
Stormwater Trash Capture Device installation
Tassajara Road Realignment and Widening – Fallon Road to Northern City Limit
Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane
Traffic Signal and Roadway Safety Improvements
Village Parkway Reconstruction and Complete Streets Improvements
Western Dublin TIF Program

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Classification	Hourly Rate
Principal	$335
Associate	$265
Senior I	$215
Senior II	$225
Project I	$190
Project II	$205
Staff I	$165
Staff II	$180
Senior Construction Manager	$170
Senior Designer	$180
Senior Technician	$150
Construction Inspector	$150
CAD Technician	$135
Senior Field Scientist	$145
Field Scientist	$125
Project Administrator	$130
Field/Engineering Technician	$125
Clerical	$115

- Rate increases must be submitted by June 1st of each year, by Consultant, in order to be effective July 1st. Rate increase requests will not be accepted past August of each year. Rate increases may not exceed 3%, and shall be based on the April, 12-month change, of the Annual San Francisco Bay Area Consumer Price Index (CPI).
- Please note, reimbursable expenses are built into rates, identified above.
- Invoices shall be submitted electronically to: pwinvoices@dublin.ca.gov no more than once monthly and as work is completed. Please be sure to list the Development Code for each project or the CIP project number, for all charges on each invoice.
- Reporting requirements include a cumulative total of each staff members hours be listed on each invoice.
- Pertaining to section 2.1, please make certain when submitting a letter to inform of an employee exceeding 800 hours, to project the total number of hours anticipated for the fiscal year, as well as the total dollar amount projected.
- Additional positions and corresponding rates may be approved, in writing, by the City Engineer, or their designee.
- With each proposed Scope of Work and Budget submitted for each Task Order, please submit a list of all sub-consultants, including DIR numbers, to be used on a project. Please be sure to update a Project Manager if this should change over the course of a project.

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- Overtime work to be charged at 1.5 times rate; Sunday work to be charged at 2 times the rate.
- Subconsultants and equipment rentals, not listed above, charged at 10% above cost.

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EXHIBIT C

INDEMNIFICATION

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

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

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

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

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EXHIBIT D

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

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

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

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

WAGES:

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

B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the

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

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

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

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

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

C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman,

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apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

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

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

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

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

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

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CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND PAKPOUR CONSULTING GROUP, INC. FOR ON-CALL CIVIL ENGINEERING AND SURVEYING SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Pakpour Consulting Group, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2024 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2027, 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

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

1.5 **Public Works Requirements.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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

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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

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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

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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:
Joubin Pakpour, P.E.
6601 Owens Drive, Suite 230
Pleasanton, CA 94588

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Any written notice to City shall be sent to:

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

10.11 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, C, and D 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
Exhibit D	California Labor Code Section 1720 Information

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

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN

Linda Smith D'Ambrosio, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

PAKPOUR CONSULTING GROUP, INC.

6A52E332D449452
Joubin Pakpour
DocuSigned By: Joubin Pakpour

Joubin Pakpour, P.E., President

54,152.00

Consultant's DIR Registration Number (if applicable)

3070368.1

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EXHIBIT A

SCOPE OF SERVICES

Services may include professional civil engineering, design, and surveying, as well as staff augmentation.

Design Services

Shall include, but not limited to:

- Prepare all necessary project environmental documents and resource agency permit applications or manage environmental sub-consultants work and implement the environmental mitigation measures in the design of projects.
- Perform or manage sub-consultants in the preparation of geotechnical services required on projects, including determination of soil “R” values, pavement structural section, and other required soil characteristics for design of structures.
- Prepare preliminary design of projects and alternative design studies, project study reports, etc., as required, with associated preliminary cost estimates.
- Perform right-of-way engineering including right-of-way base map, exhibits, plat maps and legal descriptions.
- As necessary, manage sub-consultants’ work in preparing appraisal reports and right-of-way acquisition.
- Perform project design at the 35%, 65%, 95% and 100% PS&E levels, including cost estimates and basis of design memoranda, as required by the City.
- Perform quality control and quality assurance (QA/QC) review of all documents prior to submittal to the City for review. Provide copies of QA/QC review comments, as requested by the City.
- Prepare Storm Water Quality and Erosion Control plans in compliance with the latest requirements of the California Regional Water Control Board, San Francisco Bay Area region, and in compliance with the Municipal Regional Permit. Complete any necessary Storm Water Management/Control Plan and associated C.3 Checklist for the City’s records and suitable for annual reporting.
- Prepare hydrology and hydraulics reports, studies, and calculations, as required by the City.
- Prepare or manage sub-consultants in the preparation of transportation and traffic signal related improvements and modifications, which may include crosswalk safety improvements, bike lanes, separated bikeways, street light design and photometrics analysis.
- Prepare final engineering cost estimates and contract bid documents based on the latest bid item unit costs, Caltrans Specifications and Standard Plans, and federal requirements on federally funded projects, both transportation projects and FEMA/CalOES related projects.

- Provide design support services during construction and prepare final record drawings based on as-built drawings provided by the City.

Surveying services (in house surveying is highly desired, but not required)

Shall include, but not limited to:

- Perform topographic surveys.
- Perform utility research and coordination with utility companies.
- Perform base mapping.
- Perform Construction staking.
- Complete Record of survey.
- Prepare plat maps, topographic surveys, right-of-way determination, right-of-way takes/vacations, legal descriptions.
- Provide Real Property assistance, such as obtaining preliminary title reports, appraisals, and negotiations with property owners.
- Obtain temporary construction easements.
- Prepare grant deeds, grant of easements, right of entry permits/agreements and temporary construction easements.
- Perform boundary surveys.

Staff Augmentation Services

Shall include, but not limited to:

- Support of small to medium-sized capital projects including the preparation of staff reports, engineering studies, project planning and coordination with other agencies and utilities.
- Assist the City in acquiring the necessary approvals from Caltrans Local Assistance Division on federally-funded transportation projects, including preparation of forms and documents to acquire project E-76 approval to each phase, including construction, and/or approvals from other funding agencies including the Alameda County Transportation Commission and Metropolitan Transportation Commission.
- Assist the City in acquiring the necessary approvals from FEMA and/or CalOES for federally-funded disaster related projects.
- Assist the City in managing consultant work including signing, striping, traffic handling and stage construction, landscaping, utility undergrounding, irrigation, and roadway lighting.
- Assist the City in managing the construction of small to medium-sized projects including advertisement of projects, response to requests for information, review of bids, award of contract, project accounting, and closeout.

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- Prepare baseline project design schedule using critical path method and update schedule as necessary.
- Prepare applications for and assist the City with obtaining the necessary permits and approvals from appropriate agencies or utility companies.

Consultants' staff may be asked to make presentations and/or attend City Council meetings, provide community outreach, and serve as a subject matter expert, on behalf of the City.

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List of Potential Projects

Potential projects in which the City may require support during the term of the contract. Projects vary in size and complexity. The City reserves the right to add or delete projects from this list.

ADA Transition Plan Improvements
Alamo Creek Park and Assessment District Fence Replacement
Annual Street Resurfacing
City Monument Signs
Citywide Bicycle and Pedestrian Improvements
Citywide Energy Improvements
Citywide Signal Communications Upgrade
Downtown Dublin Street Grid Network
Dublin Ranch Streetlight Improvements
Eastern Dublin TIF Program
Electric Vehicle (EV) Charging Stations
Golden Gate Drive Intersections Improvements
Green Storm Water Infrastructure
Intelligent Transportation System Upgrade
Iron Horse Nature Park and Open Space
Marquee Signs
Resiliency and Disaster Preparedness Improvements
Storm Drain Assessment
Stormwater Trash Capture Device installation
Tassajara Road Realignment and Widening – Fallon Road to Northern City Limit
Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane
Traffic Signal and Roadway Safety Improvements
Village Parkway Reconstruction and Complete Streets Improvements
Western Dublin TIF Program

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EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Fiscal Year 2024-2025

Position	Hourly Rate
Principal Engineer	$260
Senior Engineer	$230
Senior Designer	$220
Associate Engineer	$210
Associate Designer	$200
Project Engineer	$190
Project Designer	$180
Assistant Engineer	$165
Assistant Designer	$155
Engineering Technician	$130
Administrative Assistant	$85
Public Works Inspector	$185

A 10% markup will be added to subconsultants. A 1.3 multiplier will be applied to the hourly rate of inspectors working more than 8 hours per day and/or 40 hours per week. The above fee schedule is inclusive of direct expenses.

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EXHIBIT C

INDEMNIFICATION

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

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

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

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

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EXHIBIT D

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

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

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

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

WAGES:

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

B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a

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

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

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

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

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

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

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

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

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

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

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

3070368.1

REQUEST FOR QUALIFICATIONS

Civil Engineering and Surveying Services

City of Dublin

Statements of Qualifications must be received by: Friday, April 12, 2024 at 4:00 p.m. (Pacific Time)

Julius Pickney, Management Analyst II
100 Civic Plaza
City of Dublin, CA 94568

Statements of Qualifications will be evaluated on the following: a) Firm's experience with projects of similar scope, b) Experience and qualifications of the assigned individuals, c) Satisfaction of previous clients, and d) Completeness of submission.

Request for Qualifications
For
Engineering Services

Overview

The City of Dublin is seeking qualified Engineering firms to provide professional on-call civil engineering and surveying services for small to medium-sized capital projects.

Project Description:

The City is interested in securing firms for the specific purpose of obtaining on-call civil engineering and surveying services. This RFQ does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of the statement of qualifications (SOQ) or in anticipation of a contract.

This agreement shall be established for a three-year term, with the option to extend for up to two additional years. Please note, the City may select more than one firm with which to enter into contract. Proposals shall be required for all services identified in this RFQ. Selected firm(s) shall submit SOQs which demonstrate that they can perform the scope of work for all potential projects, as identified in Attachment A, but are not guaranteed work.

Work shall be requested on an as needed basis and paid according to an approved rate schedule. The cost of developing a scope of service for a particular project shall be included in the Consultant's cost of the doing business and the City will not be responsible for any costs associated with preparing it.

Considerations:

The City of Dublin is seeking professional services of qualified engineering firms to provide civil engineering and surveying services for multiple projects over the next three years. The City intends to select the most qualified firm(s) to provide these services. The selected firm will perform services on a "Time and Materials" basis to be negotiated with the City. The firm's services will be negotiated on a per project basis and have a budget and specific work scope.

Once a Task Order is approved, rates are locked in for the duration of the project. Travel time, mileage, vehicles, meals, etc. will not be allowed and should be incorporated into your hourly rates provided. Consultant may request hourly rates be updated annually, prior to the City's fiscal year start. 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 City Engineer, or their designee, for approval prior to taking effect.

Process and General Conditions

1. Consultants shall submit one electronic copy of the Statement of Qualifications to:

   Julius Pickney
   Management Analyst II
   100 Civic Plaza
   Dublin, CA 94568
   julius.pickney@dublin.ca.gov

Electronic copies shall be submitted by e-mailed PDF, on CD/DVD or USB flash drive.

2. Deadline for submitting the Statement of Qualification is **Friday, April 12, 2024**, at 4:00 p.m.

3. The City will not pay for any costs incurred in preparation and submission of the SOQ or in anticipation of a contract. The format of submittals is at the discretion of the Consultant. Each SOQ shall be limited to a maximum of 10 pages, single-sided, using minimum 12-point font size. Page limit excludes a table of contents, tabbed dividers, resumes for Consultant's team, and sample projects.

Selection Process

The City reserves the right to make the selection based on its sole discretion. A subcommittee selected by City Staff will evaluate the Statement of Qualifications provided in response to this RFQ. The subcommittee will use a forced ranking process (please see Attachment C, Forced Ranking Rating Sheet, for further detail). Informal interviews may be conducted by City Staff and may include more than one firm that has submitted a Statement of Qualifications.

Based on input from this review process, a recommendation will be made to the City Manager. The City Manager will make a recommendation to the City Council for award of contract services.

The City reserves the right to award a contract to the firm(s) that the City feels best meets the requirements of the RFQ. The City reserves the right to reject any and all Statement of Qualifications prior to execution of the Agreement, with no penalty to the City.

Selection Process Dates (tentative dates, subject to change)

Thursday, March 14	Request for Qualifications posted to City website
Friday, March 22	Deadline to submit questions to City of Dublin by 4:00 p.m. via e-mail ONLY to Julius Pickney at Julius.pickney@dublin.ca.gov
Wednesday, March 27	Addendum posted, if required
Friday, April 12	Statement of Qualifications are due no later than 4:00 PM on April 12 to Julius Pickney at Julius.pickney@dublin.ca.gov ONLY. ***Late submittals will not be accepted.***
Friday, April 19	Interview firms (optional)
Tuesday, May 21	Consulting Services Agreement scheduled for approval by the Dublin City Council

RFQ Submittal Requirements

Please prepare and organize your Statement of Qualifications based on the requirements provided below. Any other information you would like to include should be placed in a separated section at the back of your Statement of Qualifications. Please note however that the RFQ submittal is limited to **10 pages maximum** single sided and should be submitted on 8 ½ x 11 sized paper, in 12-point font. Page limit excludes a table of contents, tabbed dividers, resumes for Consultant's team, and sample projects.

Interested firms are requested to submit one electronic copy of their Statement of Qualifications as follows:

1. Enclose a cover letter not to exceed one page, describing the firm's interest and commitment to perform work necessary to provide civil engineering and surveying services. Be sure to identify both the project manager, with e-mail address and a direct telephone number; as well as the contract signatory, with name and title. The person authorized by the firm to negotiate a contract with the City of Dublin shall sign the cover letter. Please include this cover letter within document and not as a separate page.

2. State the qualifications and experience of the firm/individual(s). Please emphasize the specific qualifications and experience with engagements of similar scope and complexity.

3. Provide at least three references (names and current phone numbers) from recent work (previous five years) similar to the services outlined in this request for qualification. Please include a brief description of the work performed and the role your firm performed. Public agency references are preferred.

4. List key staff members, including identification of the Principal-in-Charge and Project Manager/primary point-of-contact. Include each team member's availability, including all existing committed hours, and the ability of being able to complete the project in time and budget.

5. Present proposed compensation rate schedule for services, with all costs built into rates. Rates may be increased at the beginning of each Fiscal Year. Late rate increase requests will not be accepted.

6. Provide an approach to completing a capital project, showing the flow of various tasks of the work and demonstrating the clear understanding of the requested work.

7. Provide confirmation of your firm's ability to meet the City's Standard Consulting Agreement and insurance requirements. Exceptions to the Agreement and insurance requirements shall be specifically noted in the Statement of Qualifications.

8. Firms shall indicate which services are proposed to be subcontracted out. Firms must request approval for all future changes to work assignments.

9. When e-mailing a PDF submission, due to file size, you may provide a link to sample project documents, including plan sets, technical provisions, and cost estimates for public agency projects other than Dublin.

10. Firms must submit either a list of clients you are doing business with Dublin or within Alameda County (see Conflict of Interest section, above) or provide a statement that Consultant has no conflict of interest with regard to services and will comply with the Conflict of Interest Statement within the RFQ.

Please provide an electronic copy of your Statement of Qualification to the City offices **no later than Friday, April 12, 2024 by 4:00 p.m.** The entire SOQ (excluding resumes) should be a maximum of 10 pages.

Submittals should be addressed as follows:

City of Dublin, Public Works Department
Attention: Julius Pickney, Management Analyst II
City of Dublin
100 Civic Plaza
Dublin, California 94568
Julius.pickney@dublin.ca.gov

SOQs received after the due date/time will NOT be accepted and will not be accepted for consideration.

Standard Consulting Agreement:

It is anticipated that the services covered by the Agreement resulting from this solicitation will be performed on a time and materials fee basis for a specified scope of work. The term of the agreement will begin **July 1, 2024**.

A sample of the City's Standard Professional Services Agreement (Agreement), including insurance requirements, is provided as **Attachment B**.

If the interested firm desires to take exception to the Agreement and/or insurance requirements, the interested firm shall clearly identify proposed changes to the Agreement and furnish the reason for these changes, which shall be included in the qualification. Exceptions will be taken into consideration in evaluating Proposals. Otherwise, the interested firm is to state in the proposal that the Agreement and insurance requirements are acceptable.

Consideration for exceptions will not be considered if not included in the submitted proposal.

Conflict of Interest

Consultant agrees that, for the term of this contract, no member, officer or employee of the City of Dublin, or of a public body within Alameda County or member or delegate to the Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in the contracts or any direct or material benefit arising therefrom.

Consultant must provide a list of any potential conflicts of interest in working for the City of Dublin. This must include, but is not limited to, a list of your firm's clients who are the following: Private clients located or operating within the City of Dublin limits, Dublin San Ramon Services District, U.S. Army Camp Parks and/or the County of Alameda, and a brief description of work for these clients. Proposers must also identify any other clients (including public entities), that may pose a potential conflict of interest, as well as a brief description of work you provide to these clients.

This list must include all potential conflicts of interest within the year prior to the release of this RFQ as well as current and future commitments to other projects.

Principals and those performing work for City of Dublin may be required to submit a California Fair Political Practices Commission (FPPC) Form 700: Statement of Economic Interests documenting potential financial conflicts of interest. For additional information, proposers should refer to the FPPC website at http://www.fppc.ca.gov/Form700.html.

Equal Employment Opportunity

Consultant shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by federal, State or local laws. In the event of Consultant non-compliance, the City of Dublin may cancel, terminate or suspend the Contract in whole or in part. Consultant may also be declared ineligible for further contracts with the City of Dublin.

Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant and its sub-consultants shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth the following provisions [29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.].

Governing Law

This RFQ summarizes the applicable laws and governance; when in conflict applicable State/federal guidelines shall apply. The contract and legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of California.

Insurance Requirements

The Contractor shall provide insurance coverage as follows in conformance with the City of Dublin's requirements:

General Liability Insurance	$1,000,000
Automobile Liability Insurance	$1,000,000
Professional Liability Insurance	$1,000,000
Workers' Compensation Insurance	$1,000,000

References

Consultant must include three (3) references for which the firm has provided services similar to those described in this RFQ. Reference information shall include: Name, Address, Contact, Title, Phone Number, and Term of the Contract. Public agency references are preferred.

Review and Selection Process

The City reserves the right to make the selection based on its sole discretion. A subcommittee selected by City Staff will evaluate proposals provided in response to this RFP. The subcommittee will use a forced ranking process (please see Attachment C, Forced Ranking Rating Sheet, for further detail). Informal interviews may be conducted by City staff, and may include more than one firm that has submitted a Proposal.

Based on input from this review process, a recommendation will be made to the City Manager. The City Manager will make a recommendation to the City Council for award of contract services.

The City reserves the right to award a contract to the firm(s) that the City feels best meets the requirements of the RFP. The City reserves the right to reject any and all Proposals prior to execution of the Agreement, with no penalty to the City.

Selection of Consultant

The submitted Statement of Qualifications will be evaluated and scored using the following criteria:

- Qualifications and specific experience of key project team members.
- Experience with engagement of similar scope and complexity.
- Satisfaction of previous clients.
- Quality and completeness of the statement of qualifications.

Scope of Services

Services may include professional civil engineering, design, and surveying, as well as staff augmentation.

Design Services

Shall include, but not limited to:

- Prepare all necessary project environmental documents or manage environmental sub-consultants work and implement the environmental mitigation measures in the design of projects.
- Perform or manage sub-consultants in the preparation of geotechnical services required on projects, including determination of soil "R" values, pavement structural section, and other required soil characteristics for design of structures.
- Prepare preliminary design of projects and alternative design studies, project study reports, etc., as required, with associated preliminary cost estimates.
- Perform right-of-way engineering including right-of-way base map, exhibits, plat maps and legal descriptions.
- As necessary, manage sub-consultants' work in preparing appraisal reports and right-of-way acquisition.
- Perform project design at the 35%, 65%, 95% and 100% PS&E levels, including cost estimates and basis of design memoranda, as required by the City.
- Prepare Storm Water Quality and Erosion Control plans in compliance with the latest requirements of the California Regional Water Control Board, San Francisco Bay Area region.
- Prepare final engineering cost estimates and contract bid documents based on the latest bid item unit costs, Caltrans Specifications and Standard Plans, and federal requirements on federally funded projects, both transportation projects and FEMA/CalOES related projects.
- Provide design support services during construction and prepare final record drawings based on as-built drawings provided by the City.

Surveying services (in house surveying is highly desired, but not required)

Shall include, but not limited to:

- Perform topographic surveys.
- Perform utility research and coordination with utility companies.
- Perform base mapping.
- Perform Construction staking.
- Complete Record of survey.
- Prepare plat maps, topographic surveys, right-of-way determination, right-of-way takes/vacations, legal descriptions.
- Provide Real Property assistance, such as obtaining preliminary title reports, appraisals, and negotiations with property owners.
- Obtain temporary construction easements.
- Prepare grant deeds, grant of easements, right of entry permits/agreements and temporary construction easements.
- Perform boundary surveys.

Staff Augmentation Services

Shall include, but not limited to:

- Support of small to medium-sized capital projects including the preparation of staff reports, engineering studies, project planning and coordination with other agencies and utilities.
- Assist the City in acquiring the necessary approvals from Caltrans Local Assistance Division on federally-funded transportation projects, including preparation of forms and documents to acquire project E-76 approval to each

phase, including construction, and/or approvals from other funding agencies including the Alameda County Transportation Commission and Metropolitan Transportation Commission.

- Assist the City in acquiring the necessary approvals from FEMA and/or CalOES for federally-funded disaster related projects.
- Assist the City in managing consultant work including signing, traffic handling and stage construction, landscaping, utility undergrounding, irrigation, and roadway lighting.
- Assist the City in managing the construction of small to medium-sized projects including advertisement of projects, response to requests for information, review of bids, award of contract, project accounting, and closeout.
- Prepare baseline project design schedule using critical path method and update schedule as necessary.
- Prepare applications for and assist the City with obtaining the necessary permits and approvals from appropriate agencies or utility companies.

Consultants' staff may be asked to make presentations and/or attend City Council meetings, provide community outreach, and serve as a subject matter expert, on behalf of the City.

List of Potential Projects

Attachment A to this RFQ lists potential projects in which the City may require support during the term of the contract. Projects vary in size and complexity. The City reserves the right to add or delete projects from this list.

Attachment A

POTENTIAL PROJECTS FOR CIVIL ENGINEERING AND SURVEYING SERVICES

City of Dublin:

ADA Transition Plan Improvements
Alamo Creek Park and Assessment District Fence Replacement
Annual Street Resurfacing
City Monument Signs
Citywide Bicycle and Pedestrian Improvements
Citywide Energy Improvements
Citywide Signal Communications Upgrade
Downtown Dublin Street Grid Network
Dublin Ranch Streetlight Improvements
Eastern Dublin TIF Program
Electric Vehicle (EV) Charging Stations
Golden Gate Drive Intersections Improvements
Green Storm Water Infrastructure
Intelligent Transportation System Upgrade
Iron Horse Nature Park and Open Space
Marquee Signs
Resiliency and Disaster Preparedness Improvements
Storm Drain Assessment
Stormwater Trash Capture Device installation
Tassajara Road Realignment and Widening – Fallon Road to Northern City Limit
Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane
Traffic Signal and Roadway Safety Improvements
Village Parkway Reconstruction and Complete Streets Improvements
Western Dublin TIF Program

(please note, The City of Dublin reserves the right to add or delete projects as necessary)

Attachment to RFP Removed for June 25, 2024 Council Meeting

ATTACHMENT B

STANDARD PROFESSIONAL SERVICES AGREEMENT

Attachment C

City of Dublin
Forced Ranking Rating Sheet

Instructions: After each review, write the name of the candidates in the boxes in ranked order of 1 through 5, with the number 1 candidate in the left column being the most qualified candidate. For example, candidate Smith's name would be in the Rank 1 box after the first review, since that firm would be the only candidate so far. After candidate Jones is reviewed in the second review, then decide which of the two candidates – Smith or Jones – should be ranked #1 and #2. As reviews continue, re-rank the applicants as appropriate.

	Rank 1																		
Firm 1		Rank 2																	
Firm 2			Rank 3																
Firm 3				Rank 4															
Firm 4					Rank 5														
Firm 5						Rank 6													
Firm 6							Rank 7												
Firm 7								Rank 8											
Firm 8									Rank 9										
Firm 9										Rank 10									
Firm 10											Rank 11								
Firm 11												Rank 12							
Firm 12													Rank 13						
Firm 13														Rank 14					
Firm 14															Rank 15				
Firm 15																Rank 16			
Firm 16																	Rank 17		
Firm 17																		Rank 18	
Firm 18																			Rank 19
Firm 19																			

Proposal Category (circle one):

Civil Design/PM Development Review Surveying Transportation Planning Traffic Engineering Drafting/CAD

Rater Name: _____

Proposal Name: _____

ATTACHMENT D

TASK ORDER REQUIREMENTS

Prior to the approval of each Task Order issued by the City of Dublin Public Works Department, Consultant shall submit a formal letter, on letterhead and signed by an authorized official of the firm, containing a project Scope of Work and Budget.

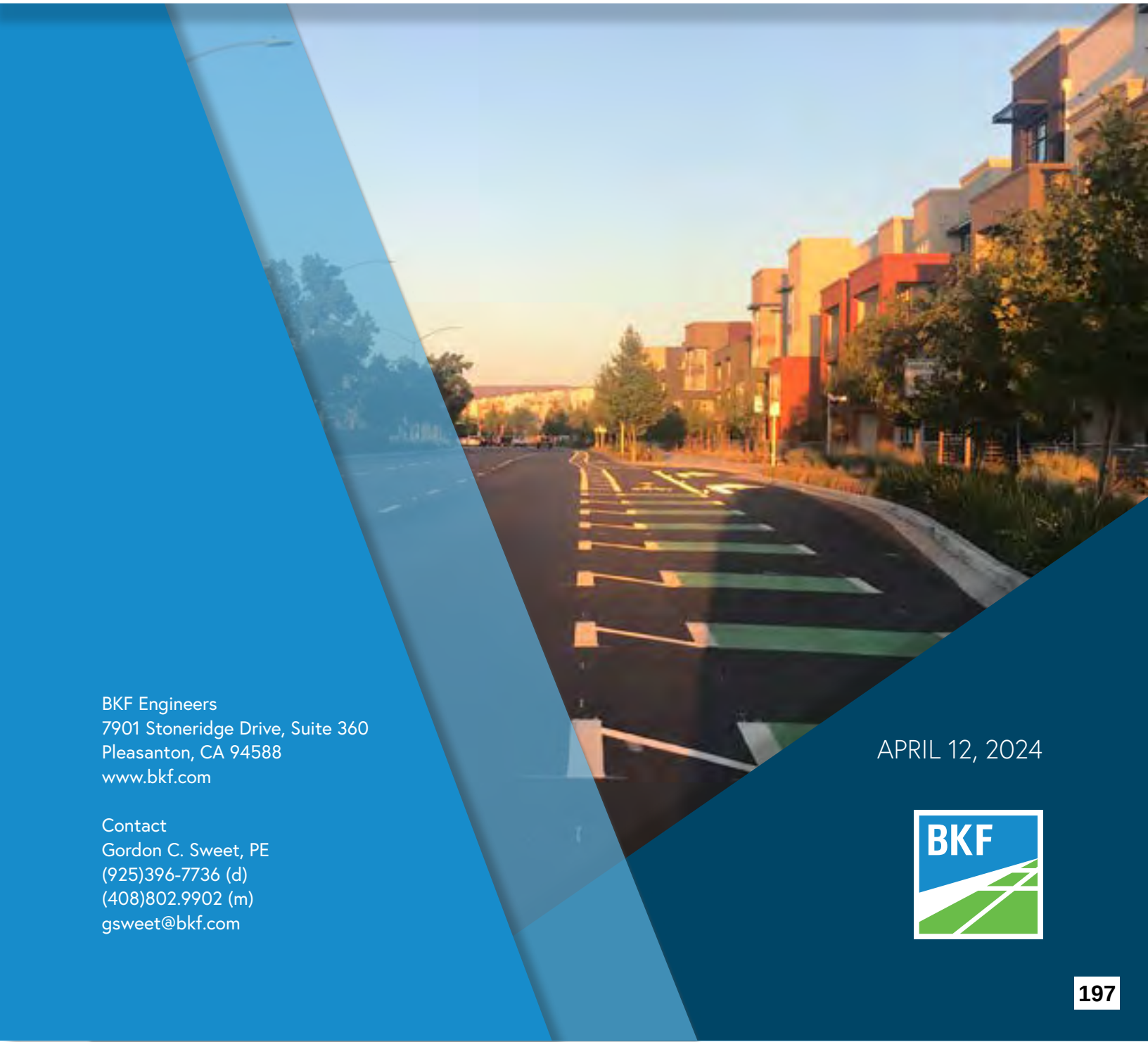
Budgets approved as part of each task order will lock in rates for the duration of the project.

DUBLIN
CALIFORNIA

CITY OF DUBLIN

STATEMENT OF QUALIFICATIONS

CIVIL ENGINEERING AND SURVEYING SERVICES



BKF Engineers
7901 Stoneridge Drive, Suite 360
Pleasanton, CA 94588
www.bkf.com

Contact
Gordon C. Sweet, PE
(925)396-7736 (d)
(408)802.9902 (m)
gsweet@bkf.com

APRIL 12, 2024

BKF

April 12, 2024

City of Dublin, Public Works Department
Attention: Julius Pickney, Management Analyst II
City of Dublin, 100 Civic Plaza, Dublin, CA 94568

Subject: Civil Engineering and Surveying Services RFQ

Dear Mr. Pickney,

It is with great interest that we are responding to your Request for Qualifications (RFQ) for the City of Dublin's (City) Civil Engineering and Surveying Services. BKF Engineers (BKF) is a local firm in Alameda County, that has been providing quality civil engineering, survey and planning for over 109 years. BKF employs over 500+ professionals in California, including our Pleasanton Office which has been providing quality civil engineering design services, surveying services, and engineering project support services to the City and the other Tri-Valley Agencies, for over 20 years now. As part of the City's current and past on-call list for various engineering and surveying task services we have held, BKF's resources and experience will allow us to deliver quality, biddable, and constructable projects, on a timely basis, done right the first time.

BKF's Unsurpassed Experience on small to medium sized capital/public works projects involving planning, survey/right-of-way, and civil engineering, including locally and federally funded traffic/signals, active transportation including complete streets, pavement rehabilitation, water resources (including hydraulics/hydrology, storm water quality and drainage, pump stations, and emergency/FEMA repair), utility relocation/coordination/design, and construction management and support, including administration, staking, and inspection, is evident in our successful completion of project goals and years of consistency in our design team and repeat clients. BKF's sense of community, dedication to quality, and deep understanding of the local environment reinforces our long-lasting commitment to perform, develop and deliver diverse on-call services.

Deep Bench and Adaptable Solutions with overlapping/complimentary skillsets and expertise, offers experience and strength to the City, and most importantly - the capability to quickly adapt to changes, under a dynamic and a wide variety of project conditions, schedule requirements, and deliverable needs, typically experienced under an on-call/task-order project environment. Our team is primed to offer a complete range of services as showcased in our SOQ. BKF's organizational structure also has the flexibility to seamlessly integrate multiple teams and projects into our existing workload, with resources and experience to scale to any sized project.

Understanding of Project Requirements with Mr. Jaggi Bhandal as our Project Manager leading our team of technical leads, subconsultants, and deep-bench staff, we are organized for quick response to address the City's task-order needs, and pride ourselves on meeting demanding schedules by providing early identification and resolution of project issues. We will assist in developing creative solutions to challenges, as we have done for you in the past.

- To the best of our knowledge, BKF and our subconsultant team do not have any conflict of interest with regard to services, and we will comply with the City's Conflict of Interest Statement within this RFQ.
- As a Principal at BKF Engineers, I am authorized by the firm as the contract signatory to sign this cover letter, as well as negotiate and contractually bind BKF for the services.
- I acknowledge receipt and have reviewed Addendum No 1 (Addendum to RFQ), Issued March 27, 2024.

Please find Jaggi Bhandal (PM) and my (Principal in Charge) contact information below.

On behalf of the entire BKF Team, we are each and all available, responsive, interested, and committed to the City and providing Civil Engineering and Surveying Services, and we relish the opportunity to continue to provide our excellent services beginning in the 2024/25 fiscal year. Please do not hesitate to contact me if you have any questions or require additional information on our qualifications and services available.

Sincerely,

BKF ENGINEERS

Gordon C. Sweet, PE
Principal / Vice President
7901 Stoneridge Dr, Ste 360.
Pleasanton, CA 94588
(925) 396-7736, (408) 802-9902 (m),
gsweet@bkf.com

BKF's Project Manager
Jaggi Bhandal, PE, LEED AP
Senior Associate Principal – Vice President
7901 Stoneridge Dr, Ste 360.
Pleasanton, CA 94588,
(925) 396-7743 (d), (408) 309-0843 (m),
jbhandal@bkf.com

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APPENDIX	RESUMES	

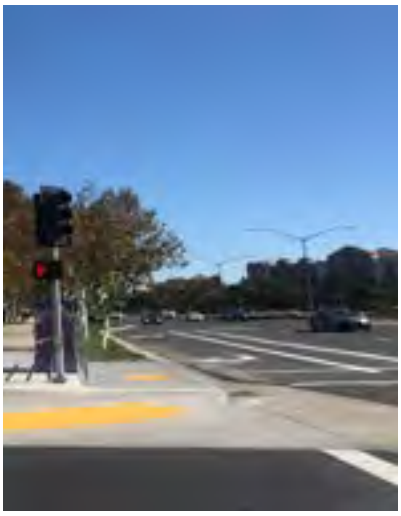
BKF's reference projects and other recent and similar experience demonstrate our firm's comprehensive knowledge of developing, processing and delivering on-call public works projects on time and within budget. The project experience examples and sample PS&E documents (submitted separately electronically) are a testimony of BKF's wealth of experience in providing thorough and high quality documents and accurate cost estimation. All of our personnel listed herein have extensive experience in working on projects of similar scope and complexity as the City's projects.

DUBLIN BLVD N CANYONS PKWY EXTENSION (PLAN LINE STUDY/EIR & PSE) — Dublin, CA

The City of Dublin, along with Livermore and Alameda County, proposed to extend Dublin Boulevard to North Canyons Parkway. BKF led the preliminary design, prepared CEQA and NEPA documents, worked with the Alameda CTC to reallocate earmarked federal funds and is currently preparing the PS&E as prime on this marquee project. The project involves constructing a new 1.7-mile roadway with 4-6 lanes, sidewalks, protected Calss I Trail, Class IV bike lanes, six protected intersections, transit stops, and a new bridge structure. BKF is currently providing final design services for Alameda CTC, with a diverse subconsultant team. Design is anticipated to complete in 2025, with construction in 2026.

TASSAJARA RD WIDENING/CL IV BIKEWAY PROJECT — Dublin, CA

BKF's first task order under the City's on-call contract involves the widening of Tassajara Road between North Dublin Ranch Drive and Quarry Lane School. The project includes widening Tassajara Road to a four-lane arterial, integrating Class IV bike lanes, transit stops, ADA ramps/sidewalks, landscaped median and stormwater treatment areas. BKF is managing all aspects of the project and subconsultant team, providing civil/survey services, structural, hydraulic analysis, storm water quality/green infrastructure, and lighting. BKF is also responsible for completing the utility coordination and agreements and right of way process. The City has extended the limits to the north, and the project improvements include the roadway pavement rehabilitation and restriping of the roadway, including replacing Class II bike lane with the continued Class IV separated bikeway proposed in the gap closure segment.



DUBLIN BLVD PVMT. REHAB/ADA RAMP PROJECT — Dublin, CA

BKF was hired to develop and design street resurfacing improvements along Dublin Boulevard and Tassajara Road. The project includes project management, field survey and mapping, right-of-way impacts and acquisition, civil design, cross-slope correction, drainage design, hydraulic, storm water, traffic signals, lighting, utility coordination and relocation, right of way acquisition, and cost estimating services. The plan includes a 2-inch overlay, with specific areas receiving dig-out repairs, grinding, alongside installing buffered green bike lanes. Traffic signal modifications and ADA improvements were also made. BKF enhanced roadway safety and usability by performing site investigations and implementing survey 3D scanning for accurate depiction of existing conditions.

I-580/VASCO RD INTERCHANGE IMPROVEMENT Livermore, CA

The Vasco Road in the City of Livermore is a major commuter route that experiences operational deficiencies at various locations, resulting in significant traffic delays. The City has prioritized relieving local/regional congestion with the future Valley Link Rail project proposed to operate within the median of I-580 to connect with BART. BKF was retained by the City to complete the PID, PA&ED and PS&E phases, which include traffic operations through interchange modifications, ramp/lane reconfigurations, intersection control solutions, and ramp/queue storage enhancements. The project also focuses on Caltrans complete streets and active transportation improvements, including the addition of a Class IV bikeway, transit accommodations, and improved corridor pedestrian/sidewalk improvements.

CITY OF LIVERMORE ON-CALL (FEMA PROJECT) Livermore, CA

The flooding resulting from the Arroyo Las Positos Creek flows overbank on the golf course frequently damaging the golf course green. As a result, the City requested assistance through the FEMA's Hazard Mitigation Grant Program (HMGP). FEMA identified the LPGC Creek capacity improvements to meet HMGP requirements and awarded the City up to one million dollars for construction. Based on this funding, the City contracted with BKF to evaluate alternatives that will provide the maximum flood protection within the available construction budget while meeting the HMGP schedule for construction in 2021. The City requested t to complete the Scope of Service within eight weeks from Notice to Proceed. BKF assisted with efforts to stabilize the area, protect property, and safeguard the traveling public in preparing a detailed topographic and habitat survey to assist with the flood control project that fit the available budget of $1.6M for construction, mitigation and conservation banks payment.

CITY OF LOS ALTOS ON-CALL (STAFF AUGMENTATION)

Los Altos, CA

The City of Los Altos awarded BKF the On-call contract which included various design and on-call services, bird nesting surveys, staff augmentation, and construction management. As part of the on-call services, the BKF team provided construction management services for the Fremont Avenue Pavement Rehabilitation Project. The project included the repair of the Fremont Avenue roadway surface from Grant Road to Stevens Creek Bridge. Repairs consisted of striping removal, 6" thick asphalt concrete pavement repairs (mill & plug), cold in-place recycling (CIR), with thin HMA overlay, and re-striping for safer bike lanes. The City prepared a digout schedule for pavement repairs along Fremont Avenue and implemented CIR as a bid alternative which was granted to the contractor based on the lower bids. This project shows BKF's familiarity with CIR pavement design under construction and the various complexities and issues that are consistent with CIR projects.

ORGANIZATIONAL CHART

BKF has assigned professional engineers to specific roles based on the professionals' expertise. We are organized for a quick response to address your needs and are able to meet tight schedules.

DUBLIN CALIFORNIA

*** Key Staff**

PRINCIPAL IN CHARGE

Gordon Sweet, PE*
Principal-in-Charge

PROJECT MANAGEMENT

Jaggi Bandhal, PE, LEED AP*
Project Manager

QA/QC

Amir Abdollahi, PE
QA/QC Engineer

CIVIL ENGINEERING

Carmelo Cecilio, PE*
Civil Lead

Travis Chan, EIT
Geometrician

Dat Nguyen, PE
Civil Engineer

Inna Ashurov
Project Engineer

COMPLETE/PAVEMENT

Marcelo Cosentino, PE*
Complete Streets/Pavement Engineering Lead

Chiaming Chi, PE
Pavement Engineer

Trent McGowan, PE
Complete Streets Engineer

Alonso Hernandez
Project Engineer

TRANSPORTATION/SIGNAL

Cheung Wong, PE*
Transportation Engineer Lead

Binh Do, PE
Transportation Engineer

Andrew Lee, EIT
Traffic Signal Engineer

Connie Tang
Traffic Engineer

STORMWATER

Sravan Paladugu, PE, QSD/P*
Hydraulics/Stormwater FEMA Lead

Erik Moreno, PE, QSD/P
Hydraulics Engineer

Ramon Muro, PE, LEED AP QSD/P
Stormwater Quality Engineer

Jake Taylor, PE, QSD/P
Pump Station Engineer

UTILITY

Andrew Michel, PE*
Utility Lead

Nellie Moussa, PE, QSD/P
Utility Coordination Engineer

Ngan Do
Utility Designer

Neil Oettinger, PE
Utility Coordinator

SURVEY/ROW

Davis Thresh, PLS*
Survey/ROW Lead

Jason Simmons, PLS
Project Surveyor

David Darling, PLS
R/W Surveyor

Grady Roth, LSIT
Project Surveyor

STAFF AUGMENTATION

Blake Golding, PE*
Staff Augmentation Services

Armando Loera
Project Engineer

Norm Dyer, AIA
Accessibility/ADA Specialist

SUBCONSULTANT

ENVIRONMENTAL/COMMUNITY ENGAGEMENT

Brianna Bohonok, AICP
Circlepoint

LANDSCAPING/IRRIGATION/ URBAN DESIGN

Chuck Gardella, RLA
Gates + Associates

STRUCTURES

Shawn M. Cullers PE, SE
Cornerstone

TRAFFIC/ITS/ELECTRICAL

Erik Bjorkland
TJKM

R/W APPRAISALS + ACQUISITIONS

Steve Castellano, SR/WA, R/W-NAC
AR/WS

GEOTECHNICAL/HAZARDOUS MATERIALS

Shane Rodacker, PE,GE
Geocon

	EXISTING COMMITTED HOURS	AVAILABILITY
GORDON SWEET, PE **Principal-in-Charge | BKF** Gordon will serve as the Principal-in-Charge and will provide oversight and supervision as needed and set design guidelines. Gordon will review work products and he will participate in the scheduling of the work and insure the availability of the project team to complete the project on schedule and within budget.	35%	65%
JAGGI BHANDAL, PE, LEED AP **Project Manager | BKF** Jaggi will serve as the Project Manager and primary point of contact. His thorough knowledge of delivering public works projects over the past two decades encompasses civil, drainage, traffic, utilities, and right of way including conformance to federal requirements, processing of E-76 request for authorizations and managing subconsultant work and surveying. He will manage the overall contract with the City and support the team's efforts with contract and task order review.	45%	55%
MARCELO COSENTINO, PE **Complete Streets/Pavement Engineering Lead | BKF** Marcelo will serve as the Complete Streets/Pavement Engineering Lead. He will coordinate the efforts of the project team and will be responsible for the implementation of the overall strategy ensuring that the proposed projects are in conformance with the City's goals and budget. Marcelo has been extensively involved, over the past 26 years of his career, in engineering design and enhancement of roadways, streets, pathways and bicycle/ pedestrian safety improvements.	55%	45%
CARMELO CECILIO, PE **Civil Lead | BKF** Carmelo will serve as the Civil Lead and will be responsible for civil engineering design for the City's projects including roadway, bicycle and pedestrian and ADA improvements, grading, drainage, and adherence to the City standard policies and design guidelines.	65%	35%
CHEUNG WONG, PE **Transportation Engineer Lead | BKF** Cheung will serve as the Project's Transportation Engineer. Cheung is proficient in geometrics, traffic signal, signing, striping, stage construction and traffic handling design.	65%	35%
SRAVAN PALADUGU, PE, QSD/P **Hydraulics/Stormwater FEMA Lead | BKF** Sravan will lead the Hydraulics and Stormwater Quality team in the analysis and design of the hydrology, storm water quality and drainage features for both the design documents and environmental document technical studies.	55%	45%
ANDREW MICHEL, PE **Utility Lead | BKF** Andrew will serve as the Utility Lead and will be responsible for the identification and disposition of existing utilities and the design of City utilities. He is a superior Utility Designer and Coordinator who has designed and inspected utility installations, overseen utility potholing, supervised Rule 20 utility undergrounding work and generally presides over the entire utility process including identification, relocation, design, schedule, coordination and installation.	55%	45%

	EXISTING COMMITTED HOURS	AVAILABILITY
DAVIS THRESH, PLS **Survey/ROW Lead | BKF** Davis 40 years of experience, has been the lead surveyor in numerous projects involving Cities, Counties, Caltrans, and local municipalities. Davis has directly overseen the topographic surveys, construction staking survey and right-of-way acquisition and mapping for many of the firm's public projects.	35%	65%
BLAKE GOLDING, PE **Staff Augmentation Services Lead | BKF** Blake has over 9 years of experience in performing civil engineering in multiple capacities with expertise in construction management, including project management and staff augmentation.	75%	25%
BRIANNA BOHONOK, AICP **Environmental/Community Engagement Lead | Circlepoint** Brianna will be responsible for preparing the environmental documents in compliance with CEQA and NEPA requirements as well as leading the community engagement and outreach for the City's projects as she has done so with many of BKF's projects.	30%	70%
ERIK BJORKLAND **Traffic/ITS/Electrical Lead | TJKM** Erik will be responsible for traffic engineering, intelligent transportation systems and electrical design for the City's projects. Through his years of working with the City, he has an innate knowledge and understanding of the City's transportation system.	45%	55%
CHUCK GARDELLA, RLA **Landscaping/Irrigation/Urban Design Lead | Gates + Associates** Chuck will be responsible for the landscaping architecture design services including developing project concepts, renderings and PS&E. Chuck's designs are sensitive to the cultural and historic setting while functional and inviting to the public.	30%	40%
STEVE CASTELLANO, SR/WA , R/W-NAC **R/W Appraisals + Acquisitions Lead | AR/WS** Steve will be responsible for R/W appraisals and acquisitions for the City's projects. With over 34 years of experience as a Right of Way Agent, he has a complete understanding of the public agency property acquisition process.	20%	80%
SHAWN M. CULLERS PE, SE **Structures Lead | Cornerstone** Shawn will be responsible for leading structural engineering design and construction management services and inspections. Cornerstone is currently responsible for managing numerous HBP funded and locally funded projects.	20%	70%
SHANE RODACKER, PE GE **Geotechnical/Hazardous Materials Lead | Geocon** Shane will be responsible for conducting geotechnical and hazardous materials testing and engineering services for the City's projects. His expertise includes slope stability analysis, foundation design, pavement design, hillside grading and the mitigation of complex geologic constraints.	40%	60%

For list of projects, BKF's role and services performed, see Section 2, Qualifications and Experience

REFERENCES

Michael Boitnott, PE
Capital Improvement Program, Project Manager
City of Dublin
Michael.Boitnott@dublin.ca.gov, 925.833.6630

Mallika Ramachandran
Senior Civil Engineer
City of Livermore
mramachandran@livermoreca.gov, 925.960.4511

Jhay Delos Reyes, PE
Director of Project Delivery
Alameda County Transportation Commission
jdelosreyes@alamedactc.org
510.208.7469

As the Prime Consultant, BKF Engineers has provided our FY 2024/25 rates for services, and can be reviewed below; these reflect BKF's loaded (fully burdened) rates for Civil Engineering and Surveying Services. From our experience on the 2019 On-Call Civil Engineering and Surveying Services Consultant Services Agreement (CSA), primeconsultant rate schedules are included only, however, each of our subconsultant rate schedules for this pursuit have been collected and are available, and can be provided upon request.

Project Management	Rates	Field Surveying	Rates
Principal, Sr. Associate Principal Associate Principal	$323.14, $299.60 $292.11	Survey Party Chief Instrument Person Survey Chainperson	$237.54 $203.30 $153.01
Sr. Project/Technical Manager Project/Technical Manager Eng./Survey/Planning Manager	$283.55 $278.20 $255.73	Utility Locator I, II Utility Locator III, IV	$124.12, $175.48 $210.79, $239.68
Technical Staff	Rates	Apprentice I, II Apprentice III, IV	$94.16, $126.26 $139.10, $147.66
Sr. Project Engineer/Surveyor/Planner	$237.54	Construction Admin.	Rates
Project Engineer/Surveyor/Planner	$208.65	Sr. Consultant Sr. Administrator	$310.30 $270.71
Design Engineer, Staff Survey/Planner	$181.90	Resident Engineer	$201.16
BIM Specialist I, II, III	$181.90, $208.65, $237.54	Field Engineer I, II, III	$181.90, $208.65, $237.54
Technician I, II, III, IV	$173.34, $184.04, $202.23, $217.21	Funding & Grants	Rates
Drafter I, II, III, IV	$135.89, $148.73, $160.50, $178.69	Funding Strategies Director, Manager	$222.56, $203.30
Engineering/Surveying/Planning Assistant	$113.42	F/R Analyst I, II F/R Analyst III, VI	$139.10, $160.50 $171.20, $188.32
Project Administration		Rates	
Project Coordinator, Senior Project Assistant, Project Assistant, Clerical/Administrative Assistant		$151.94, $130.54 $115.56, $96.30	

Consulting Agreement

BKF and our subconsultants have reviewed the City's Standard Consultant Agreement (CSA), and based on our current/executed on-call CSAs with the City, we are very confident that we can meet the requirements of the CSA and Insurance, but would like an opportunity to discuss the following comments or alternative-language suggestions (many of which were previously discussed and agreed upon between BKF and Dublin as part of our current and prior on-call agreements), with the City and your contracts/legal team.

1. Standard of Performance – Under Section 1.2 of the CSA, consider modifying the 1st paragraph as follows, to focus-in on the standards of performance, location and time of our services:

   1.2 STANDARD OF PERFORMANCE. Consultant shall perform all services required pursuant to this Agreement in the manner and consistent with and limited to the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality ~~according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.~~

2. Wasting Policy – Under Section 4.4.4 of the CSA, consider modifying the 1st paragraph as follows, since PL Insurance by definition is a "wasting policy."

   4.4.4 WASTING POLICIES. Except for Professional Liability Insurance, n~~N~~o policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

3. Indemnification – Under Exhibit C of the CSA, consider modifying the 1st paragraph as follows to focus-in and avoid generalities unrelated to our performance of the services:

   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.

Understanding

It is BKF's understanding that the City of Dublin is actively inviting Statement of Qualifications for professional on-call civil engineering and surveying services for multiple small to medium-sized capital projects over the next three years. In any given year, BKF manages over 30 On-call contracts. Our staffing plan, division of roles, and project experience demonstrates that BKF has the commitment of staff resources to complete your projects on schedule and within budget. Given our immediate resources in Pleasanton, the work retained under the agreement with the City will not impact our current or future demands of our team. We have a thorough approach that gets projects moving quickly and we are comfortable with the fast response that is required by project task order requests.

Approach

A comprehensive project management program is a necessary component of a successful collaboration between design partners and Agencies. When we initially receive a new Task Order, Jaggi Bhandal, Project Manager will review material provided by the City and establish job tasks necessary to proceed with the project and build the appropriate team. Through preliminary discussions with the City, and our subconsultants, a detailed scope of work will be developed which could include tasks related to civil design, structural engineering, geotechnical engineering, or pavement management. The following is a summary of BKF's proven project management and implementation approach, which will be catered to specific requirements of projects and the City's requests:

RESPONSE TIMES

4-48-4

- **Emergency Support:** Within 4 hours of a City request
- **On-Call Scope of Work:** Within 48 hours of contact
- **Design Services:** Within 4 weeks of notice to proceed
- **Communication:** Continual throughout

DEFINE SCOPE, SCHEDULE & BUDGET

Once a task order request is issued for a specific project, BKF will promptly discuss the requirements of the work with the City to verify assumptions and the level of effort requested. We will determine the timeliest and most cost-effective approach to complete the scope of work.

DETERMINE METHODOLOGY

Based on each project, and its site requirements, we will select the most suitable and cost-efficient methodology for completing a project.

ASSIGN THE APPROPRIATE STAFF

Jaggi Bhandal, PE, LEED AP, Project Manager, will assign staff based on the specific task requirements. While all of our staff members are highly experienced and qualified, some have specialized expertise or specific experience that would aid in reducing the overall hours needed to perform a specific task. BKF has the resources to assign highly experienced design teams to each City project.

SCHEDULE MANAGEMENT

Project scheduling is essential to the successful completion of our projects. Utilizing project management techniques, we collaborate, track, and maintain contract, correspondence, submittals, progress billings, change orders, and close out documents. We believe that a successful journey always starts with a complete roadmap.

On-Call Task Work Flow

Based on BKF's extensive civil engineering and surveying experience with the city of Dublin and other local agencies and self-help counties in the SF Bay Area, we have an established on-call and task order management approach in delivering collaborative team solutions for simple, complex, and multi-faceted public sector problems, including providing staff augmentation. The following flow-chart illustrates our approach to managing tasks and maintaining quality control for project and on-call agreements that often have a quick turnaround schedule based on our client's needs.

Services Provided

CIVIL/TRANSPORTATION
- Geometric Roadway Design
- Complete Street Design
- Streetscape Design
- Highway & Interchange Design and Processing
- Grade Separations
- Traffic Signal Design
- Light and Heavy Rail
- Pavement Assessment and Rehabilitation
- Parking Lot Planning & Design
- Site Development

WATER RESOURCES
- Storm, Sewer and Water Systems
- Detention Systems
- Storm Water Quality Compliance
- Erosion Control & SWPPP Hydraulic & Hydrology Studies
- Floodplan Analysis
- Pump Station Design

SURVEY
- GPS Surveys / G.I.S. Mapping
- Right-of-Way Mapping and Acquisition Support
- Plat & Legal Descriptions
- Subdivision Mapping
- ALTA Surveys
- Topographic & Boundary Surveys
- Construction Staking
- Construction Monuments
- High Resolution Scanning

UTILITY COORDINATION
- Utility Locating and marking
- Field Investigations
- Relocation Design
- Relocation Coordination
- Utility Agreements

CITY ISSUES TASK ORDER

BKF & CITY MEET TO DISCUSS SCOPE

CITY SCOPE & BUDGET REVIEW

CITY ISSUES NOTICE TO PROCEED

BKF TEAM BEGINS TASK ORDER WORK

BKF QA/QC IS ON-GOING

BKF COORDINATES & PREPARES FINAL DELIVERABLES

BKF TRANSMITS FINAL DELIVERABLE

City Reviews Final Deliverables

BKF REVIEWS & ADDRESSES CITY COMMENTS

BKF DELIVERS FINAL WORK PRODUCT

CITY & BKF

Evaluate the following:
- Task Order assignment expertise and personnel
- Current/future workload
- QA/QC measures required
- Estimate required budget
- City/Community outreach
- Applicable codes & standards

BKF TEAM
- Project manager & lead engineers meet with staff and stakeholders to discuss scope, challenges, constraints, and budget
- Office staff complete research/survey requests
- Project manager meets with subconsultants to review tasks and schedule
- Perform field survey work
- Engineering Design begins
- QA/QC of field work is monitored and checked by project supervisor
- Project manager assigns work to staff accordingly
- Coordination with subconsultants and surveyors to complete tasks and incorporate cohesive design components
- Completed design reviewed by project and QA/QC team

CITY & BKF
- BKF Team meets with City to discuss project deliverable and brainstorm future alternatives for improved delivery

Subcontracted Services Firms

BKF is ready to serve the City for professional on-call civil engineering and surveying services, targeting a diverse range of engineering, surveying and project management tasks typical of a municipal agency. Recognizing the truly comprehensive nature of these requirements, BKF has strategically partnered and subcontracted with industry experts as listed below to provide a full and complete suite of services. BKF understands that approval for all future changes to work assignments must be approved by the City. BKF Engineers (BKF) has built a reputation on its ability to mobilize and manage multiple subconsultants into a completely integrated team, and we are proud of the BKF team that we have assembled for this project. Each of the subconsultant listed below has worked extensively with BKF and one another on multiple transportation projects.

ENVIRONMENTAL/COMMUNITY ENGAGEMENT

CIRCLEPOINT • DBE

Since 1987, Circlepoint has been a guiding force in helping clients address complex issues and strengthen communities. Circlepoint is based in Oakland and will be responsible for preparing the environmental documents, supporting technical studies and coordinating & performing the community engagement for the City's projects. They have extensive experience completing environmental reviews for public projects that include coordination with regulatory agencies and conformance with CEQA and NEPA requirements. Circlepoint's experience includes environmental review and public engagement for roadway improvements, including resurfacing, rehabilitation, widening and realignment, bicycle and pedestrian improvements, and other projects supporting the transportation network.

LANDSCAPING/IRRIGATION/URBAN DESIGN

GATES + ASSOCIATES. • SBE

For over 46 years Gates + Associates (GATES) work can be seen throughout the communities of the greater Bay Area. GATES will be responsible for providing landscape architecture and urban design services for the City's projects, including RMA on their team for irrigation design services, as a trusted subconsultant partner for over a decade. With a collective of 35+ associates, GATES are landscape architects, urban designers and land planners that thrive when presented with a perplexing project challenge and understand that the methods for getting people outside are ever-changing.

STRUCTURES

CORNERSTONE • SBE

Cornerstone Structural Engineering Group, established in 2004. They are a registered Small Business Enterprise (SBE) that provides structural engineering design services to public agencies, owner/developers, design-build contractors, and other design professionals on projects throughout California.

TRAFFIC/ITS/ELECTRICAL

TJKM • DBE

TJKM Transportation Consultants specializes in transportation planning, traffic operations, traffic engineering design, intelligent transportation systems, traffic safety, lighting and multimodal studies. TJKM will be responsible for developing traffic studies for the early stages of projects, designing traffic system network elements and reviewing and providing constructive recommendations for multi-modal facilities. TJKM has provided on-call traffic engineering services to the City of Dublin since 1985 and has completed nearly 130 tasks.

R/W APPRAISALS+ACQUISITIONS

AR/WS • SLEB

Founded in 1989, AR/WS will be responsible for providing right of way appraisal and acquisition services for the City's projects. AR/WS specializes in cost estimating, appraisal, acquisition services for public infrastructure work. As one of the premier right of way firms in the Bay Area, AR/WS has provided right of way and appraisal services to numerous local public agencies in Alameda County, including Dublin, Livermore, Alameda County Transportation Commission and Dublin San Ramon Services District.

GEOTECHNICAL/HAZARDOUS MATERIALS

GEOCON

Established in 1971 with a staff of nearly 350, Geocon will be responsible for the geotechnical investigations/ engineering services, pavement assessment and hazardous material assessment for the City's projects. They specialize in providing professional geotechnical engineering, materials testing, and special inspection services to public agencies and private entities. Geocon is a full-service geo-professional consulting firm capable of performing field, laboratory and engineering analyses for the City of Dublin projects with in-house staff and equipment. Geocon has worked on many projects throughout the City of Dublin and Alameda County.

APPENDIX

KEY STAFF RESUMES

GORDON SWEET, PE

PRINCIPAL-IN-CHARGE

As the Principal-in-Charge, Gordon will be an active member of the BKF team, and support Jaggi and the key team to help shepherd the City's on-call projects from preliminary engineering through design, and into advertise/award and construction. He will provide comprehensive supervision over all aspects of the work and will set design guidelines within the framework of BKF, its subconsultants, and City. Over the last 28 years at BKF, Gordon has been extensively involved in the design, management and oversight of on-call and capital improvement projects, with a focus on the implementation of roadway widening, realignments, and active transportation improvement opportunities for bikes, peds and transit. Gordon will also coordinate with Amir to facilitate task order/project-specific quality management plans (QMP) and QA/QC process, along with PEER reviews as required/desired to ensure conformance of all work products with the design criteria, standards, and criteria deliverables and will manage the availability of the project team (and firm's resources) to complete the Project on schedule and within budget.

SELECT PROJECT EXPERIENCE

Dublin Blvd Pvmt. Rehab/ADA Ramp Project, Dublin
- Principal-in-Charge
- Pavement design lead for 1-mile of pavement preservation, including localized dig-out and repaving improvements as part of an on-call procurement
- Reviewed/evaluated PCI and StreetSaver evaluations provided by the City
- Developed 2-inch overlay, conform/wedge-grinds, and localized dig-out improvements in plans, specs and estimate
- Addressed safety issues from pavement overlay build-up by identifying deep cold-plane grind operations involving minor roadway reprofiling adjustments
- Coordinated ADA survey and evaluation to confirm compliance, including curb ramp reconstruction/replacement
- Supported federal funding process, including utility documentation, PS&E checklist, and certification through CT Local Assistance for RFA/E-76 funding

I-580/Vasco Rd Interchange Improvement, Livermore
- Principal-in-Charge/Project Manager
- Interchange improvement project to increase queue capacity, manage throughput, and mitigate traffic congestion by replacing interchange with Complete Street-focused diamond/par-clo or diverging diamond alternative
- Conducted Step 1 Intersection Control
- Evaluation (ICE), and developed/approved Traffic Modeling and Forecasting Methodology Memo for PA&ED
- Coordinated VMT/capacity inducing discussions/screening with CT HQ sustainability as part of VMTDD
- Completing PID phase; proceeding with PA&ED phase including overseeing
- CEQA and NEPA environmental documentation

EDUCATION
B.S., Civil Engineering, University of Arizona

REGISTRATION
Professional Civil Engineer CA, No. 58264

TOTAL YEARS EXPERIENCE
28 years, 26 with firm

JAGGI BHANDAL, PE, LEED AP

PROJECT MANAGER

Jaggi's diverse experience as a PM is the cornerstone of BKF's success with roadway improvement projects that focus on complete street and bicycle and safety enhancements. Having encompassed all aspects of active transportation in urban, rural and resource-sensitive areas, he offers significant value as a team leader with an intuitive understanding of agency, permitting, and mitigation requirements, community outreach and engagement, and a commitment to design delivery and dedication to his projects, clients, and staff/consultants, resulting in the instrumental success of each of his roadway improvement projects. Jaggi has extensive experience in roundabout and intersection design. He has successfully lead and delivered several public improvement projects through all design approval phases and into construction.

EDUCATION

B.S., Civil Engineering, University of California, Davis

REGISTRATION

Professional Civil Engineer, CA No. 77430

AFFILIATIONS

LEED Accredited Professional, U.S. Green Building Council

TOTAL YEARS EXPERIENCE

16 years, 16 with firm

PROJECT EXPERIENCE

Dublin Blvd N Canyons Pkwy Extension (Plan Line Study/EIR & PSE), Dublin

- Project Manager for 1.6-mile extension of Dublin Boulevard through three jurisdictions involving multi-modal facilities, transit priority and adaptive signal
- Led team for civil, environmental, structural, geotechnical, and traffic engineering work
- Oversaw plan line study design and ROW acquisition requirements
- Facilitated alternative geometric analysis
- Oversaw grading and drainage design
- Coordinated needs and input from stakeholders
- Provided CEQA/NEPA environmental impact report (EIR) for project,
- Oversaw public/community meetings, and DEIR public meetings
- Assisted City with funding applications

Telegraph Avenue Complete Streets Project, Oakland

- Project Manager leading the conceptual roadway diet design and geometric/cross section alternative analysis
- Evaluating active transportation operations, safety and priorities, including bus/transit, protected bikeways, and enhanced pedestrian facilities, including mid-block crossing(s) and traffic signals
- Identifed Encroachment Permit (EP) process (DEER) for roadway and intersection modifications within SR 24 state highway system (SHS)
- Coordinated with City/AC Transit on New Bus Stop Locations
- Public outreach/consensus building support for City

Blossom Hill Road Multi-Use Trail Improvements, Los Gatos

- Project Manager
- Developed multiple trail concepts/alignments to improve existing bicycle and pedestrian deficiencies along heavily traveled corridor serving nearby Fisher Middle and Van Meter Elementary
- Evaluated mid-block crossing and protected intersection design concepts to close Class I bikeway gap, and improve safety
- Oversaw a Community Engagement Plan that established framework for outreach/engagement to select viable alignment/alternatives
- Leading all public outreach and stakeholder engagement efforts with community, stakeholder groups, Town Complete Streets Commission, nearby property owners, and utility owners
- Leading CEQA/NEPA environmental clearance with Town and Caltrans

MARCELO COSENTINO, PE

COMPLETE STREETS/PAVEMENT ENGINEERING LEAD

As an integral part of our pavement management and design leadership of several recent pavement resurfacing projects, Marcelo will bring his own brand of pavement engineering knowledge and expertise, while simultaneously integrating cost-effective, complete streets and multi-modal project solutions and opportunities when feasible, within the budget and timeframe of the respective project packages. Marcelo is constantly improving his pavement technical knowledge and craft, and recently attended the Pavement Preservation Academy (2022) through UC Berkeley in which StreetSaver and other data/analytical pavement evaluation, management, and planning tools were presented and discussed with consultants and agencies in attendance. In his 26 years of experience, Marcelo has worked closely with public agencies, community organizations, utility companies, institutions and other stakeholders to incorporate specific concerns and details into the design and project while monitoring the project budget, schedule, and goals. Marcelo has demonstrated experience working with local jurisdictions and will work hand-in-hand with the City throughout the duration of projects and take ownership of the projects, deliverables, and improvements.

EDUCATION

M.B.A, Marketing/ Finance, San Jose State University

B.S., Civil Engineering, Santa Clara University

REGISTRATION

Professional Civil Engineer, CA No. 69063

TOTAL YEARS EXPERIENCE

26 years, 17 with firm

SELECT PROJECT EXPERIENCE

Dublin Blvd Pvmt. Rehab/ADA Ramp Project, Dublin

- Project manager for pavement rehabilitation of Dublin Boulevard from Scarlett Drive to Hacienda Drive
- Traffic signal modifications and ADA ramp improvements at five intersections
- Striping plans for implementation of bike lanes and trail crossings
- Traffic handling plans, Utility coordination and adjustment
- Federally funded and preparation of E-76 forms (Request for Authorizations)

Los Altos On-Call for Various Engineering Tasks: Fremont Avenue Pavement Rehabilitation Project (2020-2023)

- Contract Manager for roadway surface repair including localized failure (mill and plug), CIR, and re-striping.
- Managed and coordinated with subconsultant providing pavement CM and inspection services on City's behalf
- Managed CM contract administration, project change control and materials testing
- Conducted reviews of subconsultants products and adherence to quality control procedures and Certified quality control procedures of PS&E documents

Downtown Oakley Improvement Projects, Oakely

- Project Manager Oversaw PS&E for various downtown projects
- Transit park-and-ride lot with EV charge stations
- New traffic signals and pedestrian safety crossing (RRFB)
- Coordination with BNSF railroad for platform access
- New street alignment and pavement section
- Stormwater treatment and drainage infrastructure
- Utility design and relocations with new services
- Retaining wall design, geotechnical investigations
- Right of Way needs and acquisition and community outreach

CARMELO CECILIO, PE

CIVIL LEAD

Carmelo has over 35 years of civil and highway engineering experience specializing in all aspects of public improvement projects including road highway, multi-modal and rail design, pavement design, drainage and storm water quality design, stage construction and traffic detours, and utility improvements. Carmelo has managed several multi-approval projects involving multiple stakeholders from the preliminary stages of planning, through design development, and to the final phases of construction throughout Northern California. His understanding of jurisdictional requirements, commitment to delivery and dedication to her projects and clients is instrumental to the success of the any project.

SELECT PROJECT EXPERIENCE

Tassajara Rd Widening/CL IV Bikeway Project, Dublin
- Civil Lead
- Roadway widening including grading and profile design
- Coordination with 3rd party Utility companies for relocations
- Directed drainage design and stormwater treatment
- Coordination with property owners on impacts to adjacent properties
- Managed development of plans, specifications & estimate at milestone submittals

Laurel Access to Mills, Maxwell Park and Seminary (LAMMPS) Streetscape Project, Oakland
- Civil Lead
- Increased Cyclist and Pedestrian Safety
- Accessibility Improvements
- Assisted in the utility coordination and relocation
- Develop design to mitigate multiple Existing Site Constraints
- Prepared Caltrans Encroachment Permit
- Design coordination with work at the I-580 on and off-ramp
- Coordinated with subconsultants to resolve design issues
- Reviewed project cost estimates at all stages of PS&E design submittal

Albany Pavement Rehabilitation Project On-Call, Albany
- Civil Lead
- Median Widening for Future HOV Lane and Interchange Reconfigurations
- Developed alignments to conform to Design Standards
- Managed development of Bicycle/Pedestrian Facility Design
- Prepared Mandatory & Advisory Design Exceptions and Utility Policy Exception
- Prepared Provided Supplemental PR
- Managed development of PS&E per Caltrans AAA process

EDUCATION
B.S. Civil Engineering, Santa Clara University, CA

REGISTRATION
Professional Civil Engineer No. 53143

TOTAL YEARS EXPERIENCE
35 years, 25 with firm

CHEUNG WONG, PE

TRANSPORTATION ENGINEER LEAD

Cheung has over 19 years of experience as a Transportation Engineer, responsible for traffic, safety, and operational improvements for all modes of traffic, including signing, striping, electrical/signals, and stage construction, traffic handling and detours for state, regional and local agencies. He is proficient and efficient in identifying, navigating, and reconciling differences in design standards, and responsible for acute design approval with clients and other consultants to optimizing the operational and safety results and minimize costs.

EDUCATION

M.A., Civil Engineering California Polytechnic State University

REGISTRATION

Professional Civil Engineer, CA No. 89948

YEARS OF EXPERIENCE

19 years, 16 with firm

SELECT PROJECT EXPERIENCE

Tassajara Rd Widening/CL IV Bikeway Project, Dublin

- Transportation Engineering Lead
- Traffic Handling Plan
  - Develop construction staging while maintain access to the local residents, school and visitors to nearby parks
  - Provide detour plans for restricted vehicle/pedestrian movements
  - Ensure the seamless transition between the existing and proposed condition during construction
  - Ensure the compliance with the latest CA MUTCD traffic control guidelines
- Signing and Striping Plan
  - Convert existing Class II bike lane to Class IV bike lane with Flexible posts on both sides
  - Widening Tassajara Road into a full fledge 2 lanes with Class IV bike lane on each direction
  - Installation of Pedestrian/Bike friendly elements such as High Visibility Crosswalk, Green Pavement Marking for bike, stop bar setback from Crosswalk
- Traffic Signal Plans
  - Upgrade the two existing signals at Somerset Ln/Tassajara Rd and Quarry Lane/Tassajara Rd
  - Develop signal modifications that are compliance to ADA/ PROWAG
  - Incorporate the latest technologies: APS, CCTV, Video Detection, etc. per City's direction

City of San Jose On-Call Complete Streets Project, San Jose

- Transportation Engineering Lead
- Coordinated with Pavement Resurfacing and Rehab Program and prepared plan line study for major arterial streets with roadway diet opportunities
- Reconfigured post-pavement resurfacing conditions to redesigned signing and striping for realignment for optimized complete streets
- Design focus on Class IV bikeways, intersection/transit operations improvements, and pedestrian safety; developed protected intersection striping concepts
- Addressed traffic signal detection replacement associated with pavement rehab
- Designed mid-block crossings, including solar powered rectangular rapid flashing beacon (RRFB) traffic control device
- Coordinated design development of stage construction and traffic handling strategies in support existing operations, paving operations, & ultimate conditions

SRAVAN PALADUGU, PE, QSD/P

HYDRAULICS/STORMWATER FEMA LEAD

Sravan is a water resources engineer and is experienced in all aspects of a project from planning to design and construction. He has worked on handful of large pipeline projects from project inception to construction. He has also authored several technical studies and is responsible for preparing plans, specifications and estimates for several lift/pump station projects, water, sewer and storm pipeline projects.

He has successfully completed numerous Capital Improvement Projects with construction budgets ranging from $300K to $9M, and has a thorough understanding of all project aspects including site and utility constraints, environmental impacts, traffic control, easements, constructibility analyses, and public outreach. He also has experience overseeing construction aspects of projects.

SELECT PROJECT EXPERIENCE

City of Livermore On-call - Livermore
- Hydraulics/Stormwater Quality Engineer
- Capacity Improvements for Arroyo Las Positos Creek
- FEMA Hazard Mitigation Grant Program (HMGP)
- Creek bank stabilization
- Field investigations
- Detailed topographic Survey
- Environmental Mitigation via conservation bank

I-580/Vasco Rd Interchange Improvement, Livermore
- Hydraulics/Stormwater FEMA LEAD
- 13 Miles of freeway widening and 11 interchange modifications
- Prepared flood plain analysis and hydrology report
- Conducted assessment of water quality requirements and developed treatment improvements to address regulatory requirements
- Prepared hydrograph modification analysis and report
- Developed drainage design, drainage report and storm water data report for both PA&ED and PS&E Phases

Former Fort Ord Water Demand Model, Marina
- Hydraulics/Stormwater FEMA LEAD
- Design engineer for the preparation of an analysis of water demands for the City of Marina's portion of the Former Fort Ord
- Developed a comprehensive water demand model for the City
- Evaluated the anticipated water demand for six major new development projects and existing land uses
- Evaluated the water supply requirements through a desegregation of the interior and exterior water demands across the City's portion of the Ord Community to facilitate an economic analysis of the recycled water demand potential
- Evaluated construction phasing for each new development project to enable the City to develop strategies of water supply and allocation planning consistent with the evaluations of Marina Coast Water District

EDUCATION
M.S., Civil Engineering, University of Utah, Salt Lake City

B.E., Civil Engineering, Osmania University, India

REGISTRATION
Professional Civil Engineer, CA No. 74343

Qualified SWPPP Developer and Practitioner, No. 00993

Certified Floodplain Manager (CFM)

YEARS OF EXPERIENCE
20 years, 11 with BKF

ANDREW MICHEL, PE

UTILITY LEAD

As a Caltrans certified utility coordinator, Andrew's responsibilities encompass utility design, relocation, and coordination. His experience entails public and private on-site, as well as off-site aspects of civil and utility design and construction, including grading, utility coordination, utility relocation, construction survey staking coordination and construction administration. Andrew is currently leading the utility relocation, design and coordination efforts for VTA's BART to Silicon Valley (BSV) Phase II under San Jose, and as such, has performed project design through the preliminary stages of project planning to the final phases of construction for various municipal, roadway and transportation projects.

SELECT PROJECT EXPERIENCE

Doane & Drew Avenues Pavement Reconstruction, Mountain View
- Utility coordinator
- Pavement reconstruction and rehabilitation project
- Documented existing utility plan via as-builts, field investigations and topographic surveys
- Confirmed that pavement reconstruction operations sufficiently protected existing utilities
- Reviewed re-grading of concrete improvements for utility box, valves and manholes adjusts
- Prepared cost estimates for utility work

Miller Avenue Safety Improvements, Mill Valley
- Utility coordinator
- Complete street project with pavement repaving and restoration
- Multi-phased project
- Assisted City with preparing applications for funding grants
- Evaluated various pavement treatments, costs and staging requirements to identify locations for mill and overlay, slurry and rubberized cape seal and FDR
- Incorporated bus stops, parking, and enhancements to increase business activity

Downtown Oakley Improvements Project, Oakley
- Utility coordinator
- Complete street construction and roadway rehabilitation
- Identified utility obstructions, relocations and capacity upgrades
- Coordinated with utility owners on development of relocation drawings
- Oversaw drafting of utility agreements
- Provided utility documentation in compliance with E-76 requirements

Capitol Expressway Light Rail Extension, VTA
- Utility coordinator
- Lead utility coordination for 2-mile extension of the VTA's light rail system along Capitol Expressway from Alum Rock Station to Eastridge Mall
- Coordination for Joint trench relocation for PG&E facilities
- Organized potholing of utilities for positive identification
- Coordinated with over 10 3rd party utility owners for over 40 relocations totaling $20m in utility construction
- Water and Sanitary Sewer design
- Provide for over 20 utility services requests

EDUCATION
B.S., Civil Engineering, San Jose State University

REGISTRATION
Professional Civil Engineer No. 69078

TOTAL YEARS EXPERIENCE
26 years, 26 with BKF

DAVIS THRESH, PLS

SURVEY/ROW LEAD

Davis is a survey principal, overseeing BKF's survey group. His survey experience spans over 40 years. Throughout his tenure with BKF, he has played a key role in many projects in both the public and private sectors. His responsibility involves project management of all survey projects including scheduling, budget tracking, dispatching, supervision of crews, and coordination of the office and field surveyors. Davis has directly overseen the topographic surveys, construction staking survey and right-of-way acquisition and mapping for many of the firm's roadway and highway projects.

EDUCATION

A.A., Surveying, Diablo Valley College, CA

REGISTRATION

Professional Land Surveyor, CA No. 6868

YEARS OF EXPERIENCE

40 years, 33 with firm

SELECT PROJECT EXPERIENCE

Dublin Blvd Pvmt. Rehab/ADA Ramp Project, Dublin
- Survey and Right-of-Way Manager for pavement rehabilitation of Dublin Boulevard from Scarlett
- Traffic signal modifications and ADA ramp improvements at five intersections
- Striping plans for implementation of bike lanes and trail crossings
- Survey and right of way
- Federally funded and preparation of E-76 forms (Request for Authorizations)

Dougherty Road Improvements Project, Dublin
- Survey and Right-of-Way Manager
- Local street widening
- Right-of-way mapping and acquisition
- Plat and legal preparation
- Project control
- Caltrans PS&E
- Record of survey
- GPS and topographic surveying

Laurel Road Widening, Oakley
- Survey and Right-of-Way Manager
- Coordinated aerial mapping and set flight control
- Confirmed monumentation and project control
- Oversaw supplemental topographic survey
- Established right-of-way and resolved boundary
- Prepared plat and legal descriptions for right-of-way and easement acquisitions
- Coordinated construction staking with City and contractor

14th Street Complete Streets Projects, Oakland
- Survey Manager
- Established monumentation and project control
- Performed field topographic surveys and control for aerial mapping
- Evaluated right of way constraints and potential impacts
- Established right of way lines and conducted boundary resolution

BLAKE GOLDING, PE

STAFF AUGMENTATION SERVICES LEAD

Blake has over 9 years of experience in performing civil engineering in multiple capacities with expertise in construction management, including project management and staff augmentation. Blake's strong communication skills enable effective discussions with both professionals and non-technical individuals. Having been extensively involved in the design and construction of public projects, Blake brings valuable insights to the table. Most recently, Blake has provided in-house plan check review for the City of Richmond and has provided design services for public improvement projects for the City of Sausalito.

EDUCATION
B.S., Civil and Environmental Engineering, University of Utah

REGISTRATION
Professional Civil Engineer UT No. 11336216

YEARS OF EXPERIENCE
9 years, 4 with firm

SELECT PROJECT EXPERIENCE

City of Richmond Plan Check Review, Richmond
- On-Call Civil and Land Development Plan Check and Related Inspection Services

Town of Moraga - Staff Augmentation, Moraga
- Provided staff augmentation services in connection with engineering/ public works services

City of Berkeley Plan Review, Berkeley
- Provided review of the Hydrology and Hydraulics Mitigation Analysis Plan Review for the 2621 Tenth Street in the City of Berkeley

Napa On-Call, Napa
- Performed on-call engineering services for various capital improvement projects for the years 2019-ongoing. To date, BKF has worked on the following projects for the City of Napa:
  - Neighborhood Street and Sidewalk Program (NNSSP): Specific services include measuring, marking, and recording lengths and areas of sidewalk, driveway, and curb and gutter displacements due primarily to tree roots. BKF is also assisting with installation of handicapped ramps needed to complete a path of travel through the neighborhood.

City of Martinez Project Management On-Call, Martinez
- Provided staff augmentation to oversee a variety of Capital Improvement Projects, Project and Program Management, and support development review and permitting

CV Sanitary District On-Call, Castro Valley

BKF was integral in supporting CVSan with infrastructure support. BKF's tasks included the following:
- Annual Flow Monitoring
- CCTV Investigation and Gravity Sewer Asset Management Plan
- Peer Review and Construction Management
- Technology and Database Support
- Rehabilitation Recommendations
- Standards and Design Criteria Updates
- Support of Capital Improvement Program

BRIANNA BOHONOK, AICP

ENVIRONMENTAL/COMMUNITY ENGAGEMENT LEAD

Brianna brings considerable experience as both a CEQA practitioner and land use planner to Circlepoint. She has managed CEQA and NEPA documents for projects across the State, including highway/roadway projects, transit line extensions, mixed-use development, and land use projects. Her work is enriched by her experience prior to Circlepoint, where she worked as an environmental planner at Caltrans, District 4 and on major BART projects. Brianna has worked with clients from the project initiation and programming phase through the final design and permitting phase of project approval. Her diverse experience allows her to be particularly effective in strategizing with clients about the most efficient and defensible approach to environmental review. She offers her clients flexible and thoughtful strategies based on the latest legislation, case law, emerging trends, and best practices.

SELECT PROJECT EXPERIENCE

Dublin Blvd N Canyons Pkwy Extension (Plan Line Study/EIR & PSE), Dublin

- The City of Dublin, in coordination with the City of Livermore, Alameda County, and Alameda CTC proposes to extend Dublin Boulevard to North Canyons Parkway (1.5 mile)
- Brianna serves as the Principal-in-Charge where she oversees the environmental clearance process
- She was responsible for managing the CEQA/NEPA process with the City and Caltrans D4 Local Assistance, and now supports Alameda CTC and the project team during the PS&E phase

El Cerrito del Norte TOD Complete Streets Improvement Project, El Cerrito

- Brianna oversees and advises on the preparation of technical studies and environmental documentation to support a NEPA Categorical Exclusion and CEQA Environmental Checklist for Complete Streets improvements addressed in the City of El Cerrito's San Pablo Avenue Specific Plan Environmental Impact Report
- The proposed improvements are in the Uptown subarea identified in the Specific Plan and include bulb-outs, ADA-accessible curb ramps and obstacle removal, restriping of travel lanes, shared bike lanes, and separated bike lanes
- The technical studies include an analysis of the potential for use of properties protected under Section 4(f) of the Department of Transportation Act and cultural resource documentation addressing Section 106 of the National Historic Preservation Act

Livermore I-580-Vasco Road Interchange PID, Livermore

- Principal-in-Charge for Environmental Services for providing Improvements to the Vasco Road/I-580 Interchange will consist of removal and replacement of the Vasco Road overcrossing with a wider bridge, and reconstruction of the on and off ramps bridge structure, and new traffic signals, and adjacent local street improvements, right of way acquisition and existing utility relocations. Circlepoint provided Environmental Services for the Phase 1A-Project Initiation Document (PID)

EDUCATION

Master of Urban Planning and Policy, University of Illinois at Chicago

B.S., Architecture, Philadelphia University

REGISTRATION

American Institute of Certified Planners

AFFILIATIONS

Member, Association of Environmental Professionals

Member, American Planning Association

Member, SPUR

YEARS OF EXPERIENCE

10 years, 6 with firm

circlepoint

ERIK BJORKLUND

TRAFFIC/ITS/ELECTRICAL LEAD

Erik has 33 years of design experience, including 28 with TJKM. He has been the lead designer for more than 1,000 signal design, modification, and signal interconnect projects throughout California, and has prepared hundreds of miles of signing and striping (S&S) design plans using AutoCAD. Erik has extensive experience performing field analyses to determine geometric configurations of intersections, and has conducted many peer reviews of other designers' work, providing clients with useful design modifications. During his tenure with the City of Brentwood, Erik plan checked Joint Trench, Interconnect, Fiber Optic, Street Lighting, Traffic Signals, and Signing and Striping Plans. Many of the design projects Erik has led and managed include Caltrans coordination and obtaining encroachment permits. His familiarity with Caltrans' design standards results in minimal plan check revisions, moving design projects efficiently through the Agency's approval process. TJKM's design projects often include construction support services and Erik has established a good working relationship with many of the developers and contractors in the Bay Area.

EDUCATION

AS Computer-Aided Drafting Technology, ITT Technical Institute Sacramento, CA

Fundamentals of Traffic Signal Design, Basic 170 Controller Course, & Construction Inspection of Traffic Signals University of California, Berkeley Extension

YEARS OF EXPERIENCE

33 years, 32 with firm

SELECT PROJECT EXPERIENCE

On-Call Traffic Engineering & Transportation Planning

- City of Dublin
- City of Pleasanton
- City of Livermore
- Town of Los Gatos
- Mountain House Community Services District
- City of Palo Alto
- City of Dublin/Dublin Ranch

Braddock & Logan

- Traffic Signal PS&E Moller Ranch, Dublin CA, $32K: Project Manager responsible for traffic design services, including signal installation and modifications, PS&E for signal interconnect design, and S&S.

Bay West Development

- PS&E Modifications at Dublin Boulevard/Golden Gate Drive, Dublin, CA, $12K: Project Manager responsible for preparing PS&E for traffic signal modification.

Braddock & Logan

- Positano Parkway/Fallon Road at Central Parkway, Dublin, CA, $17K: Project Manager that was responsible for preparing PS&E for traffic signal installations at two intersections and reviewing striping plans for a new housing development.

Mission Valley Properties

- Jordan Ranch, City of Dublin, CA, $340K: Project Manager responsible for completing PS&E and interconnect plans for the new signals at Vinton Avenue/Positano Parkway and Sunset View Drive/Central Parkway. Also completed PS&E for the traffic signal modification to the existing signals at Central Parkway and Fallon Road and the underground signal conduit system for a future signal at Panorama Drive and Central Parkway. Worked directly with City inspectors to locate all the poles and equipment in the field, and with the striping contractor to lay out all the proposed striping and approve all the cat-tracking

CHUCK GARDELLA, RLA

LANDSCAPING/IRRIGATION/URBAN DESIGN LEAD

Chuck has worked on a wide range of public and private projects with a focus on construction documentation and administration. As an accomplished landscape architect with 25+ years of experience, he has developed a strong technical expertise that makes him an exceptional Project Manager. Having managed numerous public projects, Chuck brings seasoned familiarity with their unique issues. Chuck is well-versed in the design of LEED, CHPS, and ReScape projects, and is adept at coordinating with multidisciplinary teams to successfully deliver complex projects on time and within budget.

EDUCATION

B.S. Landscape Architecture, University of California, Davis

REGISTRATION

Landscape Architect, CA #4721

AFFILIATIONS

California Parks and Recreation Society

YEARS OF EXPERIENCE

26 years, 26 with firm

GATES +ASSOCIATES
LANDSCAPE ARCHITECTURE
LAND PLANNING · URBAN DESIGN

SELECT PROJECT EXPERIENCE

Mission Boulevard Corridor Improvements, Hayward
- Principal Landscape Architect
- $27 million streetscape improvement project
- 1.4 miles from Industrial Parkway to Blanche Street
- Oversaw design and implementation of the streetscape improvements

SR 92/82 Landscaping Improvements Project, San Mateo
- Principal-In-Charge
- Provided visual mitigation, landscape, and irrigation improvements.
- Led landscape design improvements, project oversight, project schedule, staffing resources, and quality control of the contract documents

Highway 101 at Airport Boulevard, Sonoma County
- Principal-in-Charge
- Landscape design improvements for the Highway 101/Airport Boulevard Interchange in Santa Rosa
- Oversaw environmental mitigation for freeway interchange improvements
- Coordinated with Caltrans District 4 staff (design and maintenance)
- Landscape PS&E documents in CalTrans format
- Construction administration

Tassajara Rd Widening/CL IV Bikeway Project, Dublin
- Principal
- Provided design and support services for implementing street improvements including widening.
- Provided design development, construction documents, and construction administration services

I-580/El Charro Interchange, Livermore
- Project Manager
- Planting and irrigation for the southeast (Livermore) and southwest (Pleasanton) interchange quadrant.

STEVE CASTELLANO, SR/WA, R/W-NAC

R/W APPRAISALS + ACQUISITIONS LEAD

Steve joined Associated Right of Way Services, Inc., in 1999, and currently serves as a Managing Consultant. Steve manages a wide scope of projects regarding appraisal, acquisition, and relocation. A skilled and experienced communicator, Steve is responsible for complex negotiations on all types of improved and unimproved properties; he works directly with property owners and is the AR/WS liaison with public agencies. His extensive background in full and partial acquisitions aids him in his work with eminent domain legal counsel. Steve coordinates title work and prepares escrow instructions on assignments including fee and easements from agricultural, commercial, and residential properties. He attends and participates in public hearings and right of way planning sessions and assists in staff reports. Prior to joining the AR/WS team, Steve was a Right of Way Agent for the California Department of Transportation, for 9 years, where he honed valuable acquisition and negotiation experience working with property owners, attorneys, and the general public on projects and issues relating to acquisition of property rights for highway projects.

EDUCATION

BA, Public Administration, San Diego State University

REGISTRATION

State of California Real Estate Salesperson License No. 01273063

State of California Notary Public Commission No. 2199677

AFFILIATIONS

International Right of Way Association

YEARS OF EXPERIENCE

34 years, 25 with firm

SELECT PROJECT EXPERIENCE

Various Projects, Dublin,

- Project Management and Acquisition
- The Dougherty Road Improvements Project intended to widen the roadway to six travel lanes. Mr. Castellano provided project management and acquisition services. This project required a partial fee simple acquisition and temporary construction easement from a service commercial property that included a paint store, glass shop, auto service and warehouse/storage uses. This assignment required complex negotiations due to the impact of the proposed acquisitions on the remainder property and loss of parking on the site. Currently, Mr. Castellano is managing the right of way work on the City's Tassajara Road Gap Closure Project. This project includes acquisitions from 3 properties. Appraisals have been completed and negotiations are in progress.

Pleasant View Lane Annexation Project, Livermore

- Project Management
- The annexation of the Pleasant View Lane neighborhood intended to provide sewer and address public health and groundwater issues. Steve provided project management on the 16 parcel acquisitions. The project required permanent public utility and sanitary sewer easements from each parcel, and emergency vehicle access easements from 15 parcels. Agreements were signed for all 16 parcels.

Johnson Drive Economic Development Zone Project, Pleasanton

- The Johnson Drive Economic Zone intends to establish a policy framework for the purpose of encouraging investment in a highly visible part of the City of Pleasanton. The project includes right of way acquisitions for roadway, sidewalk, and landscape purposes. AR/WS prepared appraisals and acquisitions from 10 parcels. Steve provided acquisition services for this project.

SHAWN M. CULLERS PE, SE

STRUCTURES LEAD

Shawn has over 20 years of professional structural engineering experience and has been responsible for the design and construction management of a wide range of transportation, rail, and building related structures throughout California, including bridge replacements, seismic retrofits, structure widenings, pedestrian bridges, retaining walls, and culverts. He has been with the firm since it was founded in 2004 and has been responsible for the management and delivery of many of the firms largest and most complex projects. He is the past chair of the ACEC/Caltrans Structures Liaison Committee and the BIM Subcommittee.

EDUCATION

B.S., Civil Engineering, California State University, Fresno,

B.S., Construction Management, California State University, Fresno

REGISTRATION

Civil Engineer License, CA No. 71542

Structural Engineer License, CA No, 5561

AFFILIATIONS

ACEC-Caltrans Structures Liaison Committee – Past Chair

ACEC-Caltrans Structures Liaison Committee – BIM Subcommittee – Past Chair

ASCE Fresno Branch – Vice-President

ASCE Structural Engineering Institute

YEARS OF EXPERIENCE

20 years, 20 with firm

CORNERSTONE structural engineering group

SELECT PROJECT EXPERIENCE

Floradale Avenue Bridge Replacement on the Santa Ynez River, Lompoc

- Project Manager for the replacement of a seismically vulnerable bridge consisting of a 580 ft. long, 4 span post-tensioned box girder bridge supported on 10 ft. dia. casing oscillated CIDH piles
- Bridge is adjacent to Vandenberg Space Force Base and provides secondary access to the southern launch facilities
- Holman Highway 68/Highway 1 Roundabout Project, Monterey, California
- Structural Lead for the design of three retaining walls for the project to accommodate the new roundabout and intersection improvement at Holman Highway 68 and Highway 1. The walls consist of concrete cantilever retaining walls with the tallest wall, approximately 15 ft. tall, encroaching into the cut section of Highway 1, approximately 25 ft. from the travel way

Mid-Coast Multi-Modal Trail, San Mateo County

- Principal-in-charge and Structures Lead for the design of a new steel truss pedestrian bridge and soldier pile retaining wall along Highway 1.
- Caltrans OSFP review and approval of a prefabricated steel pedestrian bridge for Caltrans seismic design requirements

SCWA Vortex Tube Rehabilitation, Santa Rosa

- Structure Engineer for repairs to existing 96 in. dia. vortex pipeline in sensitive fish habitat, including construction of a new 36 in. dia. trenchless bypass. Repairs included removal and repair of existing pipe and transition structure with FRM lining

Central Subway Sewer Reconstruction along Fourth Street between King and Brannan, San Francisco

- Structure Project Engineer for new concrete culvert cap over existing brick lined sewer line beneath the new San Francisco Central Subway Light Rail along Fourth Street
- Multiple new inlet connections and penetrations into existing sewer
- Two new manhole structures for improved access

SHANE RODACKER, PE GE

GEOTECHNICAL/HAZARDOUS MATERIALS LEAD

Shane has 25 years of experience performing geotechnical engineering services throughout Northern California. He has managed and conducted design-level geotechnical investigations for the design and construction of military facilities, state-owned facilities, essential services buildings, fire stations, educational facilities, and major transportation and infrastructure projects. His expertise includes foundation design, pavement design, slope stability analysis, hillside grading, and the mitigation of complex geologic problems during land development.

EDUCATION

B.S., Civil Engineering, North Dakota State University

REGISTRATION

Professional Civil Engineer, CA No. 63291

Professional Geotechnical Engineer, CA No. 2915

AFFILIATIONS

ASCE

CalGeo

Geoprofessional Business Association

ACEC

YEARS OF EXPERIENCE

25 years, 21 with firm

GEOCON

SELECT PROJECT EXPERIENCE

City of Dublin, On-Call Consulting Services, Dublin
- Project Cost: Multi-Year Agreement, $500,000 value
- Contract Manager / Principal Engineer
- On-call geologic and geotechnical services
- Services provided under consecutive, multi-year agreements since 2012

City of Dublin, Village Parkway Median Distress Investigation, Dublin
- Project Cost: Unknown (Design Services)
- Contract Manager / Principal Engineer
- Geotechnical investigation conducted in 2018 to evaluate subsurface conditions along Village Parkway showing signs of settlement and distress and significant drainage issues

City of Dublin, Village Parkway Supplemental Geotechnical Investigation, Dublin
- Project Cost: Unknown (Design Services)
- Contract Manager / Principal Engineer
- Supplemental geotechnical investigation recently conducted in 2023 for observed settlement and resultant damage to Village Parkway between Amador Valley Boulevard and Kimball Avenue

City of Dublin, Alamo Creek Trail Reconstruction, Dublin
- Project Cost: Unknown (Design Services)
- Contract Manager / Principal Engineer
- Consultation and geotechnical investigation
- 900 linear ft. section of the Alamo Creek Trail comprised of sections of rigid concrete and asphalt pavement was showing signs of distress throughout the asphalt and rigid concrete pavement sections.

City of Dublin, Storm Drain Trash Capture, Dublin
- Project Cost: Unknown (Design Services)
- Contract Manager / Principal Engineer
- Geotechnical investigation for two proposed storm drain trash capture systems
- Groundwater encountered during the investigation within the anticipated excavation depths for the vaults
- Geocon recommended consideration of buoyant and hydrostatic forces acting on the vaults and special shoring or benching techniques during excavation.

CONTACT

GORDON SWEET, PE
(925)396-7736 (D) / (408)802.9902 (M)
GSWEET@BKF.COM

BKF Engineers
7901 Stoneridge Drive, Suite 360
Pleasanton CA 94588
www.bkf.com

consor

CITY OF DUBLIN

Statement of Qualifications for Civil Engineering and Surveying Services

APRIL 12, 2024

consor

2950 Buskirk Avenue, Suite #122
Walnut Creek, CA, 94597 | 925.939.7100

1. Cover Letter

April 12, 2024

City of Dublin, Public Works Department
Attn: Julius Pickney, Management Analyst II

100 Civic Plaza
Dublin, CA 94568
Julius.pickney@dublin.ca.gov

RE: Request for Qualifications – On-Call Civil Engineering and Surveying Services

Dear Julius Pickney,

As the City of Dublin (City) focuses on the delivery of your Capital Improvement Program (CIP), the need to improve and maintain existing infrastructure is critical. City staff is in the midst of delivering the 2020-2025 Year CIP with a budget of $90.9M with 54% of the budget earmarked for streets, 33% for parks, and 13% for general use. It takes a team of talented, trusted, and resourceful staff; consultants; vendors; and contractors to meet this commitment. Consor can deliver effectively when called upon, which is demonstrated by the fact that 99% of our work is for public agencies like the City of Dublin.

Consor, North America, Inc. brings 32 years of experience managing over 1,000 design and/or construction projects for our Northern California local agency clients. From roadway realignments and bridge replacements to complete streets projects, our team has provided on-call civil engineering and survey services for capital projects to many Bay Area municipalities including Dublin, Contra Costa and San Mateo Counties and the cities of Fremont, Livermore, Pleasanton, San Mateo, and Walnut Creek. Because we have been developing City projects with your staff over the past five years, we understand the need to quickly deploy a team for on-call projects and serve as an extension of the your staff. We have selected our team of subconsultants because they have proven track records with us, showing repeatedly that in addition to delivering quality work, they are responsive and dependable.

As part of an on-call contract like this, we understand the need to seamlessly integrate with your staff, work within budgetary constraints, and often jump into projects that may have already been started. Our team is available immediately to work on task orders for the City. We offer the City turn-key solutions to address your diverse project needs and facilitate successful delivery for each task assigned. Consor understands the importance of a consistent project team and is committed to providing our proposed team for the duration of the project.

I, **Rob Ferguson, PE**, will serve as Contract Manager and your primary point of contact for scoping of Task Orders, responsible for compiling a team that will be accountable for the delivery of your projects from start to finish. With over 15 years of experience, I have managed a diverse array of local agency projects. Russ Moore, PE, will serve as Principal-in-Charge for this on-call contract. We acknowledge receipt of Addendum No. 1 issued on March 27, 2024.

If you have any questions, please contact me. We look forward to bringing your CIP projects from concept through fruition.

Sincerely,

Robert Ferguson, PE, *Contract Manager*
916.764.1869 | Robert.Ferguson@consoreng.com

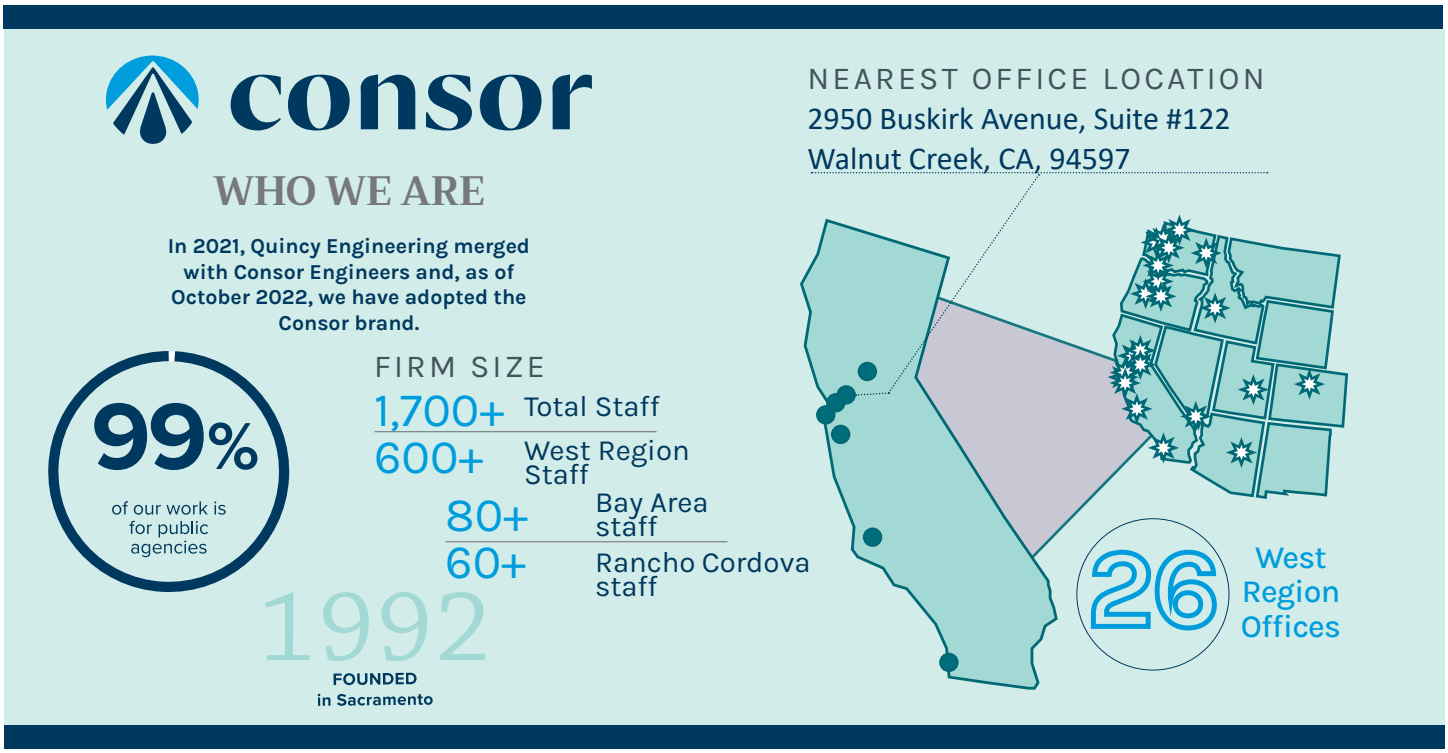
Jason Jurrens, PE, *District Manager*
(Authorized to bind contracts)

2. Statement of Qualifications and Experience of Firm

Consor is a North American transportation infrastructure and water consulting firm offering planning, engineering design, structural assessment, and construction services. Our diverse team of experts live and work alongside clients, providing thoughtful solutions to create inspiring communities together. People choose Consor because they know they will get a better experience—and be better for the experience—whether they are a teammate, a client, or a partner.

Our team has worked on over 1,000 transportation projects; many funded through regional State Highway Account (SHA), State Transportation Improvement Program (STIP), and local funds. The public agencies in the regions we serve depend on Consor to provide cost-effective solutions to their complex public works engineering projects. We have a proven track record for dependability, client loyalty, no-nonsense approach, consistent professionalism, and commitment to excellent responsiveness. Our clients rely on our expertise, knowing that their communities will benefit from our sound advice and focus on delivery and long-term performance.

The firm was founded with the key mission to provide high-quality municipal engineering services to public agencies. Staying true to this mission, 99 percent of our current business is for public sector clients like City of Dublin.

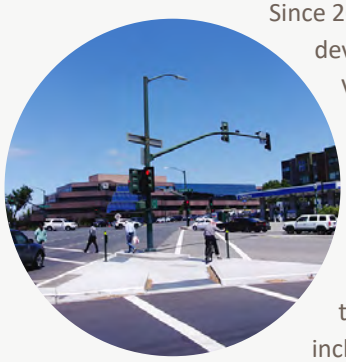


Firm Experience with On-Call Contracts

Our staff understands that the work approach involved in an on-call program is very different from a project-specific contract. Under an on-call contract, a project task order may be comparatively small but no less important to your community, so an efficient use of resources is important to keeping a project on track and within budget. Another type of task assignment may be to complete project tasks already started by City staff or other consultants or provide staff augmentation services. Based on our past experience, we know how to integrate into a project with a short lead time, assign the appropriate staff, and complete the task successfully.

> ***"I found [Consor] to be very responsive and helpful, proposing workable solutions to difficult design challenges. There were challenging drainage issues with the project, as well as the need to work around several existing utilities within the project area. The [Consor] team provided practical solutions to address each situation."***
>
> — Jenna Caldwell, Senior Civil Engineer, Contra Costa County

On-Call Services with Walnut Creek



Since 2016, Consor has been developing Ygnacio Valley Road pavement improvements over three phases of work. The third phase will be completed this year. Elements of the $3 million project include major pavement rehabilitation and ADA compliant features that include detailed stage construction and detour plans on this heavily traveled, six-lane major arterial. In 2014, we completed HBP (Federal Highway Bridge Program) preliminary design and funding applications for the City's structurally deficient bridges (including Las Trampas Creek Bridge Replacement). We recently completed Retrofit plans to strengthen the Tice Creek Timber short span bridge on Castle Hill Road. Our services also included design and inspection of traffic signals, storm drain facilities, and utility coordination.

ON-CALL SERVICES PROVIDED FOR CURRENT AND PAST CLIENTS

CLIENT	On-Call / Roster	Transportation Design	Facilities & Parks	Storm Drain, Post-Construction Stormwater Treatment	Emergency Repairs	Construction Management	Surveying
City of Dublin	■	■		■	■		■
City of Livermore	■		■			■	■
City of Fremont	■						■
City of Hercules	■	■					■
City of Pittsburg	■	■		■			■
City of Pleasanton	■	■	■	■			■
City of San Jose	■	■					
City of San Pablo	■	■	■	■		■	■
City of Walnut Creek	■	■		■			■
Butte County	■	■	■	■	■		■
Contra Costa County	■	■		■	■	■	■
Fresno County	■	■		■		■	■
Humboldt County	■	■		■		■	■
Inyo County	■	■			■	■	■
Merced County	■	■	■	■	■	■	■
Monterey County	■	■	■	■	■	■	■
San Luis Obispo County	■	■				■	■
San Mateo County	■	■		■	■	■	■
Santa Barbara County	■	■			■		■
Santa Clara County	■	■		■			■
Santa Cruz County	■	■		■	■	■	■
Tulare County	■	■					■
Tuolumne County	■	■		■	■	■	■
East Bay Regional Parks District	■	■	■	■		■	■

3. References

City of Walnut Creek

Las Trampas Creek Bridge on South Main Street

REFERENCE: Alex Wong, Senior Civil Engineer,
P: 925.943.5899 ext. 2239, **E:** wong@walnut-creek.org
A: 1666 N Main St, Walnut Creek, CA 94596

TERM OF CONTRACT: 2017 - Present

PROJECT DESCRIPTION: This HBP Bridge replacement project is a proving ground for finding the right balance of constraints in a heavily congested urbanized area. The site has nearby historical properties, nearby businesses and restaurants, cultural resource concerns, hazardous materials in the groundwater, and is heavily used by vehicles, bicycles, and pedestrians. The Consor team has cleared both CEQA and NEPA environmental phases to replace the century-old bridge with a $5 million, two-span PC/PS voided concrete slab with large diameter CIDH piles. Roadway horizontal and vertical profile constraints limit the hydraulic capacity of the County Flood Control channel. The approach roadway at all four corners of the bridge requires intensive layout to meet ADA requirements and existing site constraints. There are multiple on-site utilities which need to be relocated and Consor has adopted an innovative solution by adding a separate pedestrian bridge to carry utilities and serve pedestrians during existing bridge demolition. The Consor Team has coordinated their efforts with the City, permitting agencies, and Caltrans to streamline construction and limit the effect to local business and the traveling public. The Consor Team is currently working with owners to relocate eight utilities onto the new pedestrian bridge to allow for construction of the replacement bridge under full road closure.

City of Livermore

Street Resurfacing and Slurry Seal Projects

REFERENCE: Saurabh Nijhawan, P.E., Associate Civil Engineer,
P: 925.960.4540, **E:** snijhawan@cityoflivermore.net
A: 3500 Robertson Park Rd, Livermore, CA 94550

TERM OF CONTRACT: 2021 - 2023

PROJECT DESCRIPTION: The Livermore 2021 street resurfacing and slurry seal projects consist of roadway surface improvements on various City arterials and residential streets. Segments of 25 streets are slated for pavement surface treatments, along with sections of curb and gutter repair, the design of 200 ADA-compliant curb ramps adjacent to the street surface Improvements, and addition of bicycle facilities. The design required plan view sheets for each street location, construction detail sheets covering the curb ramp designs and pavement delineation plans which incorporated adding multiple bicycle facilities. Buffered bicycle lanes and Class IV bike lanes separated by floating parking islands were some of the bicycle facility upgrades incorporated into the design of these pavement projects. Drainage design work was included in areas with poor drainage, connecting to existing drainage systems using new drainage inlets and pipe lengths running beneath City streets.

Contra Costa County

Morgan Territory Road Bridge Replacements

REFERENCE: Kara Schuh-Garibay, PE, Project Manager,
P: 925.313.2179, **E:** kara.schuh@pw.cccounty.us
A: 255 Glacier Drive, Martinez, CA 94553

TERM OF CONTRACT: 2/2022 - Present

PROJECT DESCRIPTION: Consor is developing complete PS&E for this project with the Contra Costa County Public Works Department to implement two bridge replacements on Morgan Territory Road over Marsh Creek located at Post Mile 5.0 and 5.2, approximately 10 miles southeast of Clayton. Morgan Territory Road is a single lane, low-volume, minor collector in rural Contra Costa County. The land uses adjacent to the project site are agricultural and parks/open space. Consor is developing this design on a fast-paced schedule due to the poor condition of the existing bridges, which only worsened during 2023 storm events. The project is currently locally funded with aspirations for reimbursement from FEMA. The Consor team has been working diligently to keep this project on schedule to construct the replacement bridges starting in 2025. The project is currently in the right-of-way and permitting phase.

4. Key Staff

Availability Chart

Proposed Key Team Member	Proposed Role	Availability by Contract Year & Hours		
		2024	2025	2026
Robert Ferguson, PE	Project Manager (Bridge)/ Point of Contact	25% (520 hrs)	50% (1040 hrs)	75% (1560 hrs)
Rob Melscheimer, PE	Project Manager (Road)	50% (1040 hrs)	25% (520 hrs)	25% (520 hrs)
Brad Allender, PE	Project Manager (Road)	20% (416 hrs)	25% (520 hrs)	50% (1040 hrs)
Russ Moore, PE	Principal-in-Charge	60% (1248 hrs)	80% (1664 hrs)	80% (1664 hrs)
Michele Johnson, PE	QA/QC Manager	10% (208 hrs)	20% (416 hrs)	20% (416 hrs)
Jared Wilson, PE	Project Engineer	50% (1040 hrs)	75% (1560 hrs)	90% (1872 hrs)
Jackson Kravets, EIT	Design Engineer	20% (416 hrs)	25% (520 hrs)	50% (1040 hrs)

6. Approach

Understanding On-Call Capital Project Contracts

Our team's approach to providing services for assignments under an on-call program is different from those we provide for stand-alone projects. We understand that each task order may be different. In some cases the City may require us to design a project in a turn-key fashion. Other times the City may want us to function as a continuation of your staff. Regardless of the approach for any task order, the City needs us to be responsive to you and your citizens' needs. Quality and adherence to schedule and budget are a must.

Based on our experience, we know how to efficiently plan and execute parallel tasks with short lead times, assign appropriate staff, and complete the task successfully. Our experienced project manager, Rob Ferguson, will focus on scope, schedule, and cost using risk management tools to identify risks and mitigation plans to implement. The project team members will communicate regularly within team meetings/focus meetings as led by the project manager to ensure action items are responded to and deliverables meet the schedule and quality requirements. In addition, federal funding compliance milestones and activities will be included in the schedule and monitored to ensure timely actions and approvals are taken.

Our team has a proven track record of completing projects on time, with excellent quality, and within budget. We accomplish this by continuously monitoring progress and budget expenditures of our project team. Our approach to successful delivery on continuing services agreements is founded on:

Responsive Client Service

Our successful history delivering over 1,000 projects with a broad range of technical requirements has taught us the importance of responsiveness and client service in successful delivery on the City's on-call services contract.

Team Continuity & Collaboration

Work closely with City staff to make sure that the smaller projects typical of on-call assignments achieve the desired benefits and provide the desired end result.

Creative, Practical Solutions

Whether a simple curb ramp design, road widening or storm damage repair project, Consor is focused on delivering creative, cost-effective, and practical solutions to the challenges faced by the City.

Attention to Detail

Our strong focus on the details allows us to deliver high-quality design and deliverables on any size project on time and budget.

Consor's Approach to Project Delivery

Key elements of our approach include:

Scoping Projects Quickly and Accurately
Typically, for on-call contracts, we aim to respond to an initial project request within 24 hours and have a scope and budget ready for City review within five calendar days.

Consistent Project Team
As a relationship-focused firm, we strive to maintain consistency in staffing on projects to create project efficiency and consistency in expectations. Project Manager, Robert Ferguson, will serve as our single point of contact on all task orders.

Efficiency in Task Assignments
With an extensive portfolio of on-call contracts, as well as a long history serving Local Agency Bay Area clients, we understand what the City expects and can provide that without multiple iterations trying to figure things out.

Stay on Schedule
A key component of successful performance for on-call contracts is keeping the project on schedule by engaging our deep, committed bench when required.

Adherence to Quality Control Procedures

The Consor team is quality-product oriented. We know that our continued success relies upon delivering high-quality products to our clients with attention paid to details. Quality control is not just a review of the final work product prior to its delivery to a client. Rather, true quality control is a commitment to a process of ongoing "critical eye" review and oversight throughout the project.

Quality control systems also need a continuous improvement process that strives to reduce or eliminate the cause for errors. This is achieved by assigning experienced personnel to key project roles and giving them the support, tools, and authority to provide a quality product and by maintaining a QC system with continuous improvement processes.

Project Management

Our project management approach is based on a successful model, resulting in the delivery of high-quality projects. Our proven management and administrative system enhance communication between City staff and their consultants, the Consor team, and key stakeholders. Our approach is simple: understand the task, communicate continuously, collaborate, develop feasible alternatives, obtain client concurrence on the alternative of highest value, coordinate as needed with stakeholders/third parties, ensure timely funding authorizations to achieve continuous progress and deliver a comprehensive project through construction closeout. Working within an on-call environment requires immediate responsiveness to meet required deadlines, having a deep bench of experienced staff, streamlining approval processes and driving critical tasks to completion. Our approach to successful task order completion engages experienced managerial and technical resources and proven best management practices, including:

- ✓ Experienced staff that know the most efficient and effective methods to address task order needs
- ✓ Current, in-depth knowledge of Caltrans and FHWA regulations, policies, procedures, and design standards to ensure funding compliance, facilitate internal reviews/approvals, and achieve favorable bids
- ✓ Established procedures for developing "to the point" scopes of work, schedules, budgets, and implementing a simple but effective quality control process
- ✓ Internal management controls, real time accounting, project management, and quality assurance that provide timely information to ensure projects are kept on schedule and within budget with the highest quality of products
- ✓ Availability of state-of-the-art software tools for the design, analysis, and presentation/visualization of projects

Our Principal-in-Charge, Russ Moore, brings 40 years of experience working in the public works arena. As a consultant, Russ has held staff augmentation positions for the cities of Mill Valley, Piedmont, El Cerrito, Vallejo, Concord, Half Moon Bay, and Milpitas, and for ACTC and Caltrain. Russ knows how to act quickly and focus on mobilizing our team for whatever tasks the County is looking to target, whether big or small and whether in a lead role or assisting County staff. We offer the County turn-key solutions to address your diverse project needs and facilitate delivery for each task assigned.

8. Subconsultant Information & Services

To enhance our in-house capabilities, we have added specialty subconsultants to our team to most effectively address this on-call contract. When augmenting Consor's in-house staffing capabilities with those of a subconsultant, we are ultimately responsible for the performance of our subconsultants. For this reason, Consor is highly selective in the teaming partners we choose to work with. We work only with subconsultants that we know will provide a quality product in a timely manner and are familiar with working in the County. Through this extensive work history, our communication practices with these firms have become so well refined that we can operate with virtually no learning curve. The direct effect will be savings of time and increased efficiency on your projects.

Right-of-Way

Associated Right of Way Services, Inc. (AR/WS) is a full-service right of way and real estate consulting firm with a complete team of 36 right of way professionals. AR/WS specializes in appraisal, acquisition, and relocation assistance services for public agency transportation, utility, flood control, and other public infrastructure assignments. Founded in 1989, AR/WS has successfully completed hundreds of projects with local, state and federal agencies, special districts, transportation authorities, and engineering firms. Their services begin with preliminary project activities including environmental studies support and continue through the eminent domain process and construction.

Hydrology/Hydraulics & Stormwater Analysis

Avila and Associates Consulting Engineers, Inc. (Avila), established in 2000, provides consulting engineering services to public agencies at the Federal, State and Local level. The firm focuses on water resources engineering and has extensive experience in hydrology, hydraulic analysis and design, and hydraulic countermeasure design. Avila has completed both 1D and 2D modeling with HEC-RAS 2D and SRH2D for highly complex hydraulic systems to determine the impact of the proposed project on the floodplain. Avila strives to provide engineering and environmental services that exceed our client's expectations and that reflect our dedication to delivering sensible and sustainable solutions wherever possible.

Utilities

Subtronic Corporation was founded in 1984 as a Subsurface Utility Engineering support company locating and mapping underground utilities. We provide utility locating and mapping services for a wide variety of customers. Our customers range from private homeowners to colleges, hospitals, military bases, municipalities, and city agencies.

Surveying

To supplement Consor's in-house surveying capabilities we have included O'Dell Engineering. O'Dell Engineering was founded in 1994 by Randall O'Dell and currently offers civil engineering, land surveying, landscape architecture, and land planning. The firm currently employs over 85 professionals with offices in Modesto, Fresno, Merced, and Pleasanton. The firm has 30 land surveying team members, including 8 Professional Land Surveyors, 5 field survey crews, and 7 FAA Certified Remote Pilots, who are supported by assistant land surveyors, survey technicians, and administrative staff. They often provide on-call land surveying services to support Northern California public agencies. The surveying team has over 40 current on-call agreements at local agencies. They understand the commitment necessary with on-call services and how timely and efficient surveying services play into the bigger design process.

Geotechnical

PARIKH Consultants, Inc. (PARIKH), established in 1993, is a geotechnical engineering and materials testing firm specializing in projects for public agencies. Projects consist of public works and associated infrastructure elements, including roadways, bridges, retaining structures, rails, etc. PARIKH's projects have received more than 40 engineering excellence awards from local and state agencies. The firm employs eighteen engineers, geologists, technicians, and administrative personnel, and operates an AASHTO accredited laboratory testing facility in Milpitas, CA. PARIKH's principals are experienced in public works infrastructure, and have delivered over 1,450 projects throughout California. PARIKH's team excels in client services by consistently meeting schedules, budgets, and project requirements.

Traffic/Electrical/Lighting

TJKM Transportation Consultants, (TJKM) founded in 1974, is a traffic engineering, traffic operation, and transportation planning firm that provides professional services throughout California, Texas, and Florida. The TJKM Team is spread out amongst eight offices with selected senior staff members that permanently reside in California. TJKM's primary service categories include transportation planning, traffic operations, traffic engineering design (including PS&E), corridor studies, intelligent transportation systems (ITS), traffic safety, and multimodal studies. Their motivation comes from satisfying clients' objectives and improving communities. TJKM has a strong roster of both public and private sector clients and continually builds upon this base.

Environmental

Panorama Environmental, Inc. (Panorama) is a San Francisco-based environmental consulting firm that provides multidisciplinary environmental planning and permitting services to clients throughout California. Panorama was formed in 2011 and has approximately 20 staff based in their San Francisco and Alameda offices. Panorama has a total of 40 staff throughout California, Oregon, and Idaho. Key staff proposed for this on-call contract are located in the San Francisco Bay Area and Sierra Nevada. Panorama's key areas of expertise are California Environmental Quality Act (CEQA)/and National Environmental Policy Act (NEPA) compliance. Panorama has expertise in all aspects of CEQA and NEPA compliance including reviewing background information needed to identify, analyze and avoid or mitigate any potential project effects or impacts.

5. Rate Sheet

Please see Appendix for Consor's full rate sheet and all Subconsultant rate sheets.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES
Consor North America, Inc:

STAFF POSITION	FY 2024-25 PROPOSED RATES
Annual Rate Increase based on CPI or 3%, whichever is lower	2.4% CPI
PRINCIPAL ENGINEER	$ 382
SENIOR ENGINEER	$ 290
PROFESSIONAL ENGINEER	$ 224
ENGINEERING DESIGNER	$ 165
SENIOR CAD DESIGNER*	$ 232
CAD TECHNICIAN*	$ 159
STUDENT INTERN	$ 82
PROJECT ACCOUNTANT	$ 151
PROJECT MANAGER	$ 340
SURVEYING - OFFICE CLASSIFICATIONS	
SENIOR SURVEY PROJECT MANAGER	$ 328
SURVEY PROJECT MANAGER	$ 210
SURVEYING - FIELD CLASSIFICATIONS	
PARTY CHIEF*	$ 244
INSTRUMENTMAN*	$ 215
CHAINMAN/RODMAN*	$ 215
APPRENTICE*	$ 215
ONE MAN CREW*	$ 249
TWO MAN CREW*	$ 395

7. Consulting Agreement & Insurance Requirements

Proposed Changes to Sample Agreement

Consor has throughly reviewed the language stated in the City's Sample Agreement and requests changes to the clauses as noted in red below.

EXHIBIT C

INDEMNIFICATION

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

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

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

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.

10. Conflict of Interest

Consor attests that we do not have any actual, apparent, or potential conflicts of interest that may result from any financial, business or other relationship with City of Dublin or property owners that may have an impact upon the outcome of this contract. Consor does not have any current clients who may have a financial interest in the outcome of this contract. Additionally, Consor does not have any financial interest or relationship with any construction companies that might submit a bid on any anticipated City of Dublin construction projects. Furthermore, no official or employee of City of Dublin has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to City of Dublin.

DUBLIN
CALIFORNIA

Statement of Qualifications for:

CIVIL ENGINEERING AND SURVEYING SERVICES

April 12, 2024

Prepared By:

CSW/Stuber-Stroeh Engineering Group
Robert Stevens, PE, TE
5870 Stoneridge Mall Road
Suite 203
Pleasanton, CA 94588
(415) 533-1864
rstevens@cswst2.com

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CSW|ST2

April 12, 2024

Julius Pickney
Management Analyst II
City of Dublin
100 Civic Plaza
Dublin, CA 94568

RE: SOQ TO PROVIDE ON-CALL CIVIL ENGINEERING AND SURVEYING SERVICES

Dear Mr. Pickney:

Since 2019, our team has provided support to Dublin on multiple projects. We grasp the impact that the city's rapid development, regulatory shifts, and staffing hurdles have on service delivery to its residents. Based in Pleasanton, our team comprises civil and traffic engineers, surveyors, urban planners, and landscape architects. We're equipped to assist with various project types including transportation, infrastructure, parks, buildings, and mapping.

Our **engagement manager**, Robert Stevens, brings prior experience supporting Dublin. We will assign a lead team member for various services such as transportation, surveying, and water resources projects. Our team can also assist City staff in preparing budgets, staff reports, and coordinating with other agencies. Finally, our team supports agencies to respond to emergency situations such as the Point Potrero landslide in 2023 and the Point Molate shoreline failure in 2024, both located in Richmond.

As instructed in the Request for Qualifications:

- Robert Stevens is the president of CSW/ST2 and authorized to commit the firm to the City. His contact information is 415.533.1864 and rstevens@cswst2.com. Furthermore, he can be reached by mail at the address on this correspondence;
- We accept the City's Standard Consulting Agreement and meet the insurance requirements;
- Our firm has no conflict of interest with clients doing business in Dublin or within Alameda County;
- An example of our work related to the $10 million Del Norte Complete Streets Project in El Cerrito, is included as part of this SOQ; the documents can be found here: Del Norte Complete Street
- We have received and reviewed Addendum No. 1 issued March 27, 2024 and incorporated its comments into this Statement of Qualifications;

We appreciate the opportunity to support the City of Dublin. Please do not hesitate to let us know if we can provide any additional information.

Sincerely,

CSW/Stuber-Stroeh Engineering Group, Inc.

Robert Stevens, PE, TE, LEED AP
President

FIRM INTRODUCTION

CSW|ST2 Established in 1954, CSW/ST2 is an infrastructure consulting firm with a staff of 40 civil and traffic engineers, surveyors, landscape architects, urban planners, and support personnel. As a small firm, we are selective in the engagements we pursue ensuring our team provides the highest quality services to our clients. This allows us to always have senior level staff members as part of our service offerings. Most of our work is in the public sector serving cities, counties, and special districts in the transportation, urban infill, parks and recreation, education, telecommunications, and public infrastructure sectors.

In the last 5 years, we have provided on-call consulting services to public agencies and municipalities throughout the Bay Area including Marin and Alameda Counties, Transportation Authority of Marin, San Mateo County Parks, as well as the Cities of Berkeley, Richmond, Dublin, El Cerrito, Orinda, Pinole, Hercules, Sunnyvale, and Mill Valley. Key service areas per discipline include the following:

Our team supported the City of Richmond Manager's Office and Public Works Department in responding to the 2023 landslide that impacted homes in the Seacliff neighborhood. We provided on-site services by 12 AM including recommending evacuation. By 7 am the next day, we coordinated with WR Forde to begin tarping the hillside.

CIVIL ENGINEERING

- Roadways and parking lots
- Bicycle facilities
- Paved and unpaved trails
- Grading and earthwork analysis
- Hydrology and hydraulics
- Storm water quality
- Pedestrian bridges
- SWPPP and erosion control
- Traffic signals and lighting
- Solar lighting
- Electric Vehicle charging stations
- Water pressure and flow analysis
- Fiber optic networks design
- Building and parks

SURVEYING

- Topographic surveying using LIDAR, GPS, and traditional methods
- Boundary resolution
- Records of Survey
- Legal descriptions and plat maps
- Field staking and layout

STAFF AUGMENTATION

- Project and construction management
- Project budgeting
- Grant applications
- Resource planning
- Staff reports
- Scheduling
- Assessment district planning

KEY STAFF

Robert Stevens, PE, TE of CSW/ST2 will serve as Principal-in-Charge and Engagement Manager. He has supported agencies throughout the Bay Area since 2003, providing a range of infrastructure projects ranging from programming, design, and construction management. Robert will be the primary point of contact with Dublin and will work with our project leads to deliver our services. He has specialized experience in fiber optic networks, federal funding, and complete streets

Mike Vidra, PE, QSD/QSP of CSW/ST2 will serve as a Project Manager leading transportation and general infrastructure design. He has led the design of several Class IV facilities in the Bay Area and specializes in integrating complete and green streets into the built environment. Mike also brings experience with staff augmentation support related to private development review, including private development storm water management. His team is currently providing plan check review services to the City of San Leandro.

Julia Harberson, PE, QSD/QSP of CSW/ST2 will serve as a Project Manager leading water resources planning. Julia is our resident green infrastructure and storm water management specialist who will lead task orders related stormwater construction site control, green infrastructure improvements like rain gardens, and stormwater pollution prevention programming. Julia and her team is currently assisting the Sonoma-Marin Area Rail Transit District (SMART) with the design of new trail segments along the SMART rail line, which also runs through environmentally sensitive habitats. She and Kristine are also working on the design of an extensive culvert rehabilitation to improve drainage along Wildcat Canyon Road for the City of Berkeley.

Josh Woelbing, PLS, sUAS RP of CSW/ST2 is our Survey Manager. Josh's team includes field crews with a complement of traditional, GPS, and drone-based data collection equipment. The survey department is familiar with the demands placed on public works departments and offers the ability to mobilize field crews with short notice in the event of an emergency task order.

Chris Ethier, PE of CSW/ST2 is a Project Engineer based in our Pleasanton office and is currently overseeing our work in the City of Dublin for the Village Parkway Reconstruction project. He is

We work with agencies to develop pavement rehabilitation projects using slurry seal, micro surface, mill and fill, CIR, and full depth reclamation. Our team supports both design and construction management services including completing the City of Mill Valley's 2023 pavement rehabilitation project.

Our team supported the City of Pinole in securing grant funding for a new traffic signal at Marlesta Road and Appian Way. We completed the design and construction of the new signal that went into operation in 2023.

skilled in Caltrans coordination, AASHTO conformance, and NACTO design standards and is an expert in integrating complete and green streets into the built environment.

Kristine Pillsbury, PE, QSD/QSP, QISP of CSW/ST2 is a Senior Engineer skilled in hydraulic assessment of both storm and sewer infrastructure including creeks. Kristine is skilled with various tools including HEC HMS, HEC RAS, StormCAD, and OpenFLows. Kristine has helped draft stormwater management standards for local community college districts and the County of Marin.

Marcia Vallier, ASLA (PLA CA #3293) of CSW/ST2 is an urban planner and Senior Landscape Architect based in our Richmond office. For over 30 years, Marcia has supported local communities in designing parks and streetscapes that enhance livability. Marcia brings extensive experience with master planning as it relates to public amenities programming. She also has a broad understanding of grant funding opportunities and experience developing comprehensive grant applications to secure funding for beautification and public improvement projects.

Paul Stevenson (PLA CA #5040) of CSW/ST2 will provide planting, hardscape, and irrigation design support. He has successfully designed neighborhood parks throughout the Bay Area including Unity Park in Richmond, which includes playgrounds, picnic areas, and an edible forest. He is currently supporting the City of Dublin on the Village Parkway Reconstruction.

As required to support tasks issued by the City, we will retain Environmental Science Associates (ESA) for CEQA and NEPA as well as biological, cultural resources, and related technical studies.

ENVIRONMENTAL PLANNING

Michael Gordon of ESA will lead our approach to biological assessment to support the NEPA and CEQA process. Michael is an experienced biologist who has developed numerous Natural Environmental Studies to support the Local Assistance process. He is currently supporting our team in the development of permitting for the SMART section of the non-motorized pathway in Novato.

OUR APPROACH

CSW/ST2 understands that the tasks will vary and that we will need to be flexible to best support the City of Dublin. Based on our experience providing on-call support to various agencies throughout the Bay Area, we have the experience and depth of resources to meet the City's needs. Once the City identifies a task, Robert Stevens will coordinate with City staff to define the scope of work and schedule, as well as determine the timeliest and most cost-effective approach to completing the work.

Our team's approach to supporting the City of Dublin focuses on these key elements:

COMPLETE AND GREEN STREETS Our team has a strong portfolio in developing street projects to balance the needs of pedestrians, bicyclists, transit, and motorists. We are intimately familiar with the conflicts that can originate when travel lanes and parking are removed in order to provide bicycle accommodations. Our team is currently supporting the del Norte/ BART Complete Street project for the City of El Cerrito. Our team often works with neighborhood councils, community groups, and elected officials to plan and develop such projects.

PAVEMENT, STORM, AND SEWER REHABILITATION Often coupled with implementation of a complete street is basic infrastructure improvements. Our team has implemented various pavement and underground pipeline rehabilitation strategies to optimize cost and the lifespan of a project. For the recently completed $20 million dollar streetscape enhancement along Third Street in downtown San Rafael, our team successfully coordinated sanitary sewer upgrades and an underground culvert repair, as well undergrounding with PG&E, in conjunction with the design and construction phasing of the above ground roadway improvements.

GREEN INFRASTRUCTURE We have planned and implemented green infrastructure for local agencies including rain gardens, pervious pavements, and storm water harvesting. Our team

We have two survey teams capable of both traditional and drone-based data acquisition methods. Pictured here is a survey of the Strawberry Creek culvert in Berkeley to isolate its location.

We support a array of complete streets enhancements including the recently completed Class 4 bikeway along Fourth Street in San Rafael.

can prepare storm drainage studies encompassing local areas, cities and regions. We help clients respond to public agency requirements, such as the National Pollution Discharge Elimination System (NPDES). We also prepare and/or provide consultation on Storm Water Pollution Prevention Plans (SWPPP) and Erosion Control Plans.

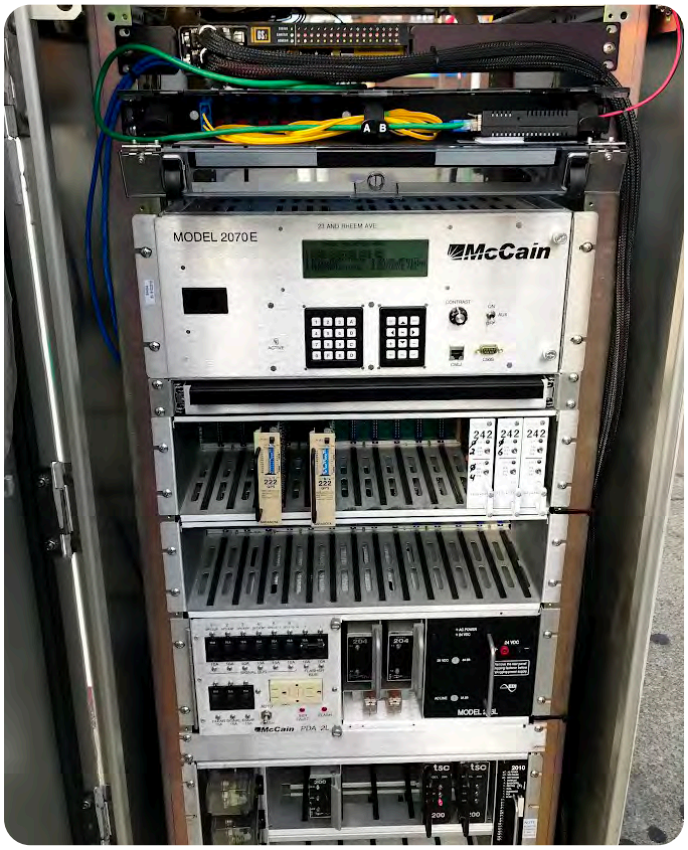
DEVELOPMENT REVIEW SUPPORT Our team has provided engineering technical support to the Richmond Planning Department for Point Molate, Campus Bay, Terminal 1, and other developments throughout Richmond. This has included reviews of documents for conformance to City standards, C.3 requirements, and the Subdivision Map Act. We have prepared Conditions of Approval and supported staff and the Design Review, Planning Commission, and City Council for project approval. We are currently providing private development review services to the Cities of Napa and San Leandro, and have been providing map checking and peer review services to the County of Marin since 2018.

We will provide the City of Dublin with a responsive team of registered professionals who strive to uphold City and County expectations, will work with City Staff to ensure our engineers and surveyors provide uniform results consistent with City and County standards in a timely and efficient manner, and are prepared to respond to the City's needs within 24 hours providing plan checking and map review services on an on-call basis.

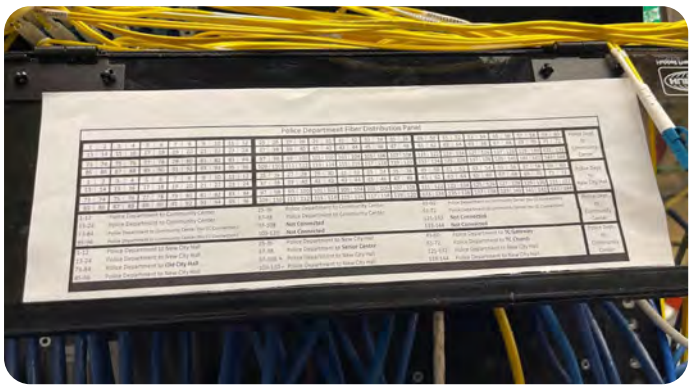
PARKS AND RECREATION We have supported Parks departments and other design consultants in improving parks facilities in Richmond, San Pablo, Marin County, and San Mateo County over the last five years. This has included upgrades to utility systems, modifications to lighting, bathroom replacements, and court resurfacing.

We are currently leading the effort to renovate Boorman Park. This effort includes leading the coordination of funding, community outreach, design, and permitting process. The park is funded by a $4.165 million Proposition 68 grant. When complete, the park will feature sports fields, community gathering areas, and playgrounds.

FUNDING AND GRANTS We support the City in securing grant funds from State and Federal



Our team has supported Richmond, San Rafael, and San Pablo in developing fiber optic infrastructure to support ITS, City communications, and public internet.



sources including providing project scopes, cost estimates, and narratives. In addition, we have managed the federal grant authorization and reimbursement process for several capital improvement projects for public agencies.

EMERGENCY RESPONSE Through the years, we have provided emergency response services to public agencies for various issues including sinkhole repair, traffic signal repairs, drainage system failures, fiber optic system outage, and the recent landslide at Point Potrero. Typically, we can respond to a City's needs within two hours and have contacts within the community to provide emergency construction support.

COMMUNITY OUTREACH Our team understands the diversity in the Contra Costa County community, its various interest and community groups and value these groups having a voice in project planning. Thus, we work with community groups and neighborhood councils to plan projects and solicit feedback. We have partnered with community groups to host dinners to discuss projects. Our team not only communicates in multiple languages, but uses techniques to help community members visualize project options using full-scale mock-ups.

SAMPLE WORK FLOW

In 2022, as part of our on-call contract with the City of Berkeley, we prepared the following scope of services to support an extension of a pathway. This project is currently in bidding.

In support of the City of Berkeley and the Berkeley Path Wanderers, we will develop the design to extend the Upper Columbia Path about 200 feet from Queens Road to Columbia Circle. The path will commence between 1409 and 1399 Queens Road on the lower end and extend up the hill rising about 50 feet to Columbia Circle. At Queens Road, the slope is nearly vertical, thus, the pathway will require stairs as illustrated in the sketch and photograph on the following page.

TASK 1 PRELIMINARY ENGINEERING

1.1 PROJECT KICK-OFF Our team will meet with City staff to review the project goals, our initial findings, and develop the budget for the base bid and potential alternatives.

1.2 EXISTING CONDITIONS MAPPING Our team will complete a limited field survey to define features and elevations along the pathway.

1.3 SOIL EVALUATION We will complete a field exploration completing two borings to a depth of about 5 feet. From the samples collected, we will determine the engineering properties of the soil for use in the design of retaining walls.

1.4 PRELIMINARY DESIGN (30%) We will prepare two options for a staircase to serve Upper Columbia Pathway that conforms to the existing conditions limiting excavation into the bedrock of the Orinda formation. This task includes preparing the following documents: Pathway layout plan and profile, sections, and stair details. Additionally, we will prepare a rendering of the staircase using sculpted and tinted concrete to imitate the rock formation as well as an estimate of construction cost.

1.5 CONTRACT MANAGEMENT CSW/ST2

will be responsible for overall management of our design team related to schedule, budget, and quality control. During this phase, we plan on two meetings with staff and one with the neighborhood to review the options.

TASK 2 FINAL PLANS

2.1 PREPARE 60% DOCUMENTS The team will prepare the following documents:

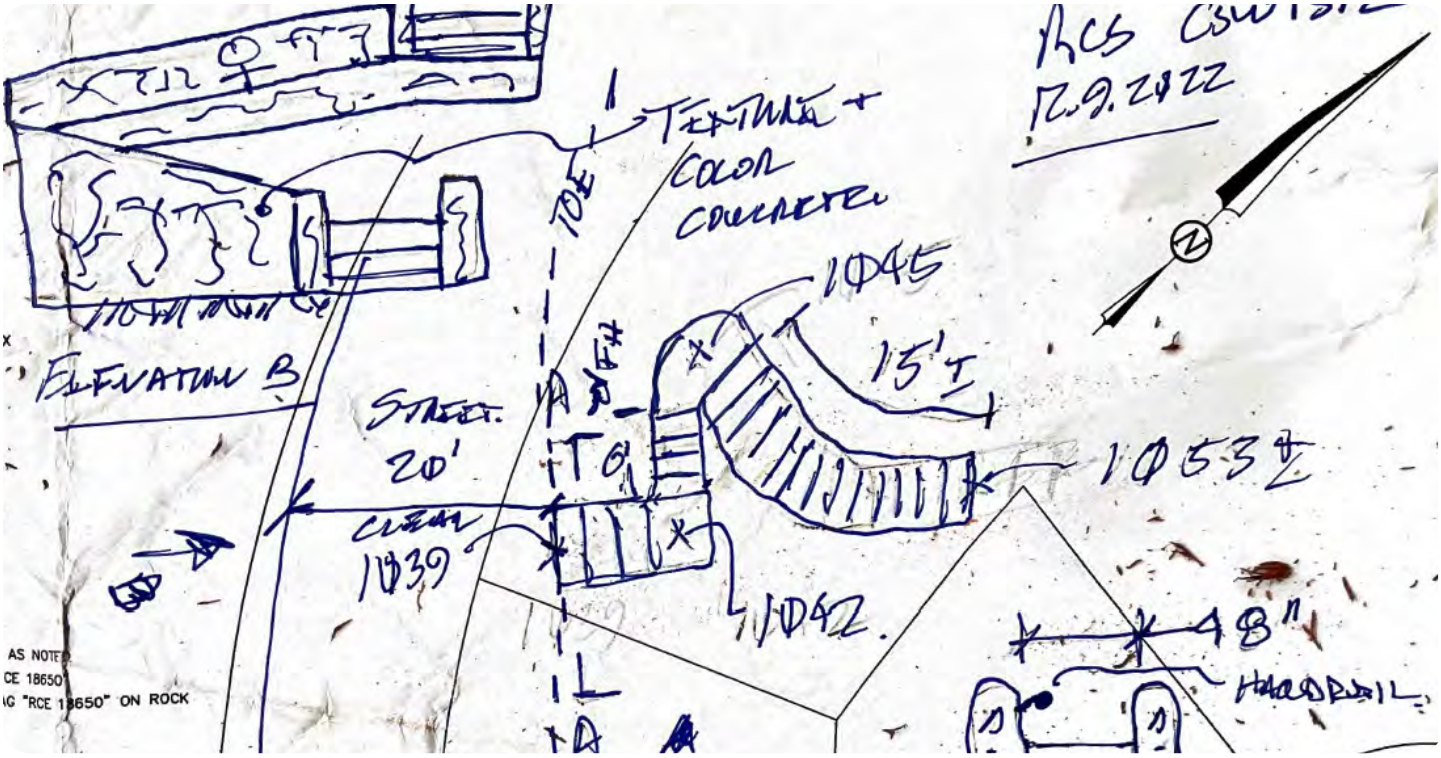
A. Plans that include Title Sheet, Clearing and Grubbing, Pathway Plan and Profile, Staircase Structural Details, and Erosion Control Plans.

B. Specifications, bid schedule, and cost estimate

2.2 UTILITY COORDINATION The overhead lines and underground gas line may require relocation or adjustment to accommodate the pathway. Our team will support staff in coordination with the utility owners to adjust their facilities.

2.3 FINAL SUBMITTAL We will compile final documents for use in bidding.

2.4 CONTRACT MANAGEMENT We will complete contract management services as defined in ***Task 1.5***. In this task, we anticipate up to two (2) meetings with staff.



REFERENCES

County of Marin 3501 Civic Center Drive Suite 304 San Rafael, CA 94903	Rachel Calvert, PE Senior Civil Engineer 415.246.5017 rcalvert@marincounty.org Tracy Park, PLS Marin County Surveyor 415.473.6953 tpark@marincounty.org	CSW/ST2 provides on-call project management, and on-call land surveying support to the County.
City of Berkeley 1947 Center Street Berkeley, CA 94704	Srinivas Muktevi, PE Associate Civil Engineer 510.981.6402 smuktevi@cityofberkeley.info	CSW/ST2 provides on-call support to the City.
City of Pinole 2131 Pear Street Pinole, CA 94564	Sanjay Mishra, PE Public Works Director 510.724.9017 smishra@ci.pinole.ca.us	CSW/ST2 is providing on-call technical and grant writing support to the City.
City of Dublin 100 Civic Plaza Dublin, CA 94568	Laurie Sucgang, PE Assistant Public Works Director 925.833.6630 laurie.sucgang@dublin.ca.gov	CSW/ST2 is providing on-call engineering and environmental coordination support to the City.
City of San Rafael 111 Morphew Street San Rafael, CA 94901	April Miller, PE Public Works Director 415.485.3409 april.miller@cityofsanrafael.org	CSW/ST2 supported the City with the successful design and construction of the Third and Second Street Improvements through downtown.
City of Napa 955 School Street Napa, CA 94559	Ian Heid, PE Senior Civil Engineer 707.257.9386 iheid@cityofnapa.org	CSW/ST2's survey team maintains an on-call with the City and has provided boundary surveys, lot line adjustments, and easement coordination.

BILLING RATE SCHEDULE

Effective January 1, 2024 – December 31, 2024

ENGINEERING SERVICES HOURLY RATES

Senior Engineer	$ 201.00
Engineer I, II, III	$ 144.00, $ 175.00, $ 194.00
Engineer Technician	$ 131.00
Engineer Assistant	$ 101.00

SURVEYING SERVICES HOURLY RATES

Senior Surveyor	$ 201.00
Surveyor I, II, III	$ 144.00, $ 175.00, $ 194.00
Survey Technician	$ 131.00
Survey Assistant	$ 101.00
Two Person Survey Party	$ 340.00
Survey Party Chief	$ 220.00
Survey Chainman	$ 120.00
Survey Apprentice	$ 112.00
Aerial Drone Surveyor	$ 217.00

OTHER PROFESSIONAL SERVICES HOURLY RATES

Principal	$ 269.00
Associate Principal	$ 245.00
Senior Project Manager	$ 240.00
Project Manager	$ 226.00
Sr. Landscape Architect	$ 172.00
Landscape Architect	$ 156.00
Construction Manager	$ 235.00
Resident Engineer	$ 226.00
Field Engineer	$ 194.00
Technical Writer	$ 138.00
Graphic Illustrator	$ 131.00
Project Assistant	$ 101.00

- All expenses for transportation (mileage, bridge fare, etc.) will be charged at the Internal Revenue Service rate plus 10%.
- Filing fees, checking fees, prints, and other outside costs (such as agency submittal/permit fees etc.) will be charged at cost, plus service charges at the rate of 10%.
- Billing will be monthly net 30 days.

APPENDIX

ROBERT STEVENS PE, TE, LEED AP

PRINCIPAL-IN-CHARGE

CSW | ST2

Robert specializes in developing private and public infrastructure projects delivering more than $300 million in construction valuation over the last 15 years. Engaged throughout the life of the project, his experience ranges from conceptual design to detailed engineering culminating in final construction. Robert coordinates the design effort of the team, public agencies, community organizations, and private parties resulting in consensus based solutions delivered on schedule and budget.

ON-CALL EXPERIENCE

City of Dublin Civil Engineering and Project Management On-Call Support

City of Dublin Environmental Services and Staff Augmentation Support

County of Marin On-Call Project Management

City of Pinole Engineering Assistance On-Call

City of El Cerrito Engineering and Staff Augmentation On-Call

City of Vallejo On-Call Civil Engineering and Surveying Services

City of Richmond On-Call Civil Engineering and Project Management

Port of Richmond Resident Engineer

City of Sunnyvale Engineering On-Call Support

City of Mill Valley As-Needed Civil EngineeringSupport

City of Berkeley On-Call Civil Engineering Services

RELEVANT EXPERIENCE

Del Norte/BART Complete Street Improvements, El Cerrito

Moeser Avenue Bike Lanes, El Cerrito

Ohlone Greenway Safety Improvements, El Cerrito

Tennent Avenue Roadway Improvements and Pavement Rehabilitation, Pinole

Citywide Fiber Optic Network and WIFI Initiative, RIchmond

San Pablo Avenue Streetscape Improvements: Pinole Parking Lot Upgrades, Pinole

Plan Review Services related to Pt. Molate, Terminal 1, and Campus Bay, Richmond

Wellness Trail Planning and Final Design, Richmond

Ferry to Bridge to Greenway Planning and Final Design, Richmond

Richmond Greenway Grade Separation Study, Richmond

EDUCATION

B.S. Civil Engineering, San Jose State University

REGISTRATION

Professional Civil Engineer
-California - No 58660

Professional Traffic Engineer
-California - No 2953

PRESENTATIONS

"Deploying Broadband Networks for Public Agencies" American Public Works Association, 2021

"Designing Smart Cities" American Planning Association, 2019

MIKE VIDRA PE, QSD, LEED AP

PROJECT MANAGER

CSW | ST2

Mike has over 15 years of civil engineering experience delivering public infrastructure projects throughout the Bay Area. His background in civil design extends through single and multifamily residential, health care, public and private schools, roadway and pavement design and rehabilitation considerations, pedestrian and bicycle trails, and onsite construction management. He specializes in utility infrastructure and roadway design, including stormwater management and accessibility compliance with the CBC, as well as the planning, design, and construction management of pump stations, storm water management, pavement rehabilitation, trails, and accessible developments.

ON-CALL EXPERIENCE

City of Dublin Civil Engineering and Project Management On-Call Support

City of Dublin Environmental Services and Staff Augmentation Support

City of Richmond Civil Engineering On-Call Support

City of Richmond Private Development Plan Review On-Call

City of Pinole Engineering Assistance On-Call Support

City of Hercules On-Call Engineering Design Services

City of Vallejo On-Call Civil Engineering and Surveying Services

STREET AND PATHWAY DESIGN

Village Parkway Reconstruction, Dublin

Dublin Boulevard Complete Streets Assessment, Dublin

Iron Horse Trail/South of Amador Green Stormwater Infrastructure Design, Dublin

Bus Turn Analysis for West Dublin/Pleasanton BART Station, Dublin

Cutting Boulevard and Harbor Way South Bikeways Design, Richmond

Tennent Avenue Pedestrian Safety Improvements and Roadway Rehabilitation, Pinole

Niles Canyon Trail PA/ED, unincorporated Alameda County

EDUCATION

B.S. Civil Engineering, California State University, Chico

REGISTRATION

Professional Civil Engineer
- California - No 76690

QSD/QSP Certificate #23319

PRESENTATIONS

"Greening the Marina Way: The Richmond Wellness Trail" American Public Works Association, 2021

JULIA HARBERSON PE, QSD, LEED AP

PROJECT MANAGER

CSW | ST2 Julia is a registered civil engineer who specializes in hydrology and hydraulics related to green infrastructure, including pervious pavements, pavers, and rain gardens. She has extensive experience finding creative solutions to integrate green infrastructure into existing urban developments. She has extensive experience finding creative solutions to integrate green infrastructure into existing urban developments. Julia recently completed the design of a comprehensive pervious paver system for Complete Streets projects in Daly City and San Pablo.

ON-CALL EXPERIENCE

City of Berkeley Civil Engineering On-Call Support

City of Pinole Engineering Assistance On-Call Support

City of Dublin Civil Engineering and Project Management On-Call Support

San Mateo County Parks Department Civil Engineering On-Call Support

City of Vallejo On-Call Civil Engineering and Surveying Services

INFRASTRUCTURE DESIGN

Strawberry Creek Culvert Repair, Berkeley

Wildcat Canyon Road Culvert Rehabilitation and Drainage Enhancement, Berkeley

Martin Canyon Creek Flood Damage Repair, Dublin

Martin Canyon Creek Mud Slide Evaluation Report, Dublin

Francisco Boulevard Improvements, San Rafael

Northgate Walk, San Rafael

San Pablo Avenue Streetscape Improvements: Pinole Parking Lot Upgrades, Pinole

Doherty Drive Complete Streets Enhancement, Larkspur

Main Street Enhancement, Tiburon

Fairgrounds Water Quality Improvements, Vallejo

HYDROLOGY/HYDRAULIC STUDIES

UCSF Mission Bay Hospital – 4th Street Closure Hydrology & Hydraulic Study, San Francisco

Pastori Storm Drain Outfall Hydrology and Hydraulic Analysis, Town of Fairfax

Solano Community College District Master Plan Stormwater Review Report, Fairfield, Vallejo, and Vacaville campuses

Ukiah Courthouse Hydrology Study, Ukiah

Roblar Road Quarry Reclamation Plan, Petaluma

EDUCATION

B.S. Civil Engineering, Portland State University

REGISTRATION

Professional Civil Engineer
-California - No 76626

QSD/QSP Certificate #00352

JOSH WOELBING PLS, sUAS REMOTE PILOT

SURVEY MANAGER

CSW | ST2

Josh has nearly 20 years of experience providing surveying services for residential and commercial developers, local and national corporations, and municipal, state, and federal agencies. He currently manages and coordinates surveying engagements related to topography, boundary resolution, and various mapping products, such as Records of Survey, Parcel Maps, corner records, and legal descriptions. As a licensed sUAS Remote pilot, Josh pinoneered the firm's drone surveying program, and also specializes in photogrammetry and aerial mapping. Dedicated to his craft, Josh is involved in local chapters of CLSA and is a member of the PLS Exam Development Committee for the State of California.

RELEVANT EXPERIENCE

On-Call Land Surveying, Marin County Surveyor

City of Pinole Engineering Assistance On-Call Support

On-Call Land Surveying, City of Dublin

On-Call Land Surveying Services, City of Napa

On-Call Landscape Architecture Support Services, City of Richmond

On-Call Surveying, Town of Los Altos Hills

2022 Marin Highway Safety Improvement Program Cycle 10 Accessibility Upgrades, County of Marin Public Works Department

Sonoma-Marin Area Rail Transit District Real Estate Support On-Call Services

Dirt World BMX Bike Park Emergency Survey, Richmond

Shields Reid Park Drone Survey, Richmond

Nichol Park Aerial Survey, Richmond

Glorietta Boulevard Safe Routes to Schools and Roadway Improvements, Surveying Support, Orinda

Sacramento Street Complete Street Design Surveying, Berkeley

Milvia Street Bikeway Survey, Berkeley

Village Parkway Reconstruction Survey, Dublin

Niles Canyon Trail Aerial Survey, unincorporated Alameda County

Third Street Enhancement and Traffic Calming Surveying and Monument Preservation, San Rafael

Ferry to Bridge Complete Street Surveying, Richmond

EDUCATION

Certificate - Land Surveying & Civil Engineering Program, Santa Rosa Junior College

California Land Surveyors Association Professional Development Program - Certified 2017-2018

REGISTRATION

Professional Land Surveyor
California No 9387

sUAS Remote Pilot License
Certificate #4117625

AFFILIATIONS

California Land Surveyors Association (CSLA), Marin Chapter - current President

Board of Professional Engineers & Land Surveyors (BPELS) PLS Exam Development Committee Member, 2017-present

KRISTINE PILLSBURY PE, QSD, QISP

SENIOR ENGINEER

CSW | ST2 Kristine has more than 20 years of engineering design and project management experience. She has many years of experience preparing stormwater management plans and stormwater pollution prevention plans for both public and private entities. Her work has also includes hydrologic analysis to evaluate peak flows from watersheds of hundreds of acres and stream modeling to determine design water surface elevations and support the preparation of Letters of Map Revision applications to the Federal Emergency Management Agency (FEMA). Kristine served on the Marin County Stormwater Pollution Prevention Program Citizens Advisory Committee.

SELECTED EXPERIENCE

City of Vallejo Civil and Surveying On-Call Support

City of Berkeley Civil Engineering On-Call Support

California Statewide Community College District Storm Water Management Plan Template

County of Marin GSA Stormwater Compliance - Preliminary Engineering and Cost Estimating

County of Solano Architectural, Engineering Professional On-Call Services

City of Dublin On-Call Civil Engineering Support

Blithedale Avenue Complete Street Feasibility Study, Mill Valley

Strawberry Creek Culvert Repair, Berkeley

Wildcat Canyon Road Culvert Rehabilitation and Drainage Enhancement, Berkeley

Martin Canyon Creek Flood Damage Repair, Dublin

Marin County Housing and Safety Element Guidelines Update

Stockton Bridge Debris Mitigation Study, Capitola

Maude and San Aleso Street Water Line Replacement, Sunnyvale

Stafford Lake Bike Park and Staging Area Design, County of Marin Parks Department

San Mateo Community College District Storm Water Management Plans

Solano Community College District Storm Water Management Plans

Foothill DeAnza Community College District Storm Water Management Plans, Santa Clara County

Buck Institute for Age Research, Novato

EDUCATION

B.S. Civil Engineering, University of California, Davis

REGISTRATION

Professional Civil Engineer
California - No 61685

QSD/QSP Certificate #00830

QISP Certificate #00757

CHRIS ETHIER PE

PROJECT ENGINEER

CSW | ST2 Chris is a registered Civil Engineer that specializes in water resources, as well as, transportation infrastructure that supports active lifestyles for persons of all abilities. He has worked on the development of Class I, II, III, and IV bicycle facilities throughout the Bay Area. Additionally, he is well-versed in Title 24 and ADA Standards. He brings extensive understanding of AutoCAD Civil 3D, creating plan layouts, grading and drainage, utility locations and tie-in, plan and profiles of utilities, hydrologic and hydraulic analysis, storm water management, and GIS utility mapping. As a project engineer, he is in charge of the routine communications with consultants and contractors. Chris assists in keeping projects on schedule and completed on time.

SELECTED EXPERIENCE

Village Parkway Reconstruction, Dublin

Dublin Boulevard Complete Streets Assessment, Dublin

Iron Horse Trail/South of Amador Green Stormwater Infrastructure Design, Dublin

Bus Turn Analysis for West Dublin/Pleasanton BART Station, Dublin

Cutting Boulevard and Harbor Way South Bikeways Design, Richmond

Tennent Avenue Pedestrian Safety Improvements and Roadway Rehabilitation, Pinole

Caldwell Park Expansion, Redding

West Bay Trail Final Design and Local Assistance Coordination, Hercules

SF Bay Gap Closure, Richmond

Crockett Hills Regional Park Staging Area Feasibility Study, Contra Costa County

Bay-Vine Trail Gap Closure Design, Vallejo

Wellness Trail Planning and Final Design, Richmond

Central Marin Bikeway Planning and Design, Corte Madera

Ridge Trail Gap Closure, Vallejo

Goodrick Avenue Bay Trail Gap Closure, Richmond

Highway 84 Equestrian Trail, Woodside

Niles Canyon Trail PA/ED, unincorporated Alameda County

EDUCATION

B.S. Civil Engineering, California State Polytechnic University, San Luis Obispo

REGISTRATION

Professional Civil Engineer
California - No 92586

MARCIA VALLIER ASLA, LEED AP

LANDSCAPE ARCHITECTURE AND URBAN PLANNING

CSW | ST2 Marcia has over 35 years of professional experience in the fields of landscape architecture, urban design and planning. Marcia has expertise in giving voice to diverse communities and the environment through landscape, signage, art, and site design and can successfully lead multidisciplinary teams through a project from concept to implementation, reflecting the ideals of a community and place. Marcia has designed over 100 play areas within schools and parks that provide diverse, meaningful play experiences for people of all ages and abilities. She designs universally accessible neighborhood, community and regional parks, schools and athletic fields, creating attractive, vibrant, and fun community spaces that are accessible, safe, sustainable, durable, weather and vandal resistant.

URBAN PLANNING

City of Richmond "Yellow Brick Road" Safe Routes to School Project, Richmond

Cutting Boulevard Landscape Renovation, Richmond

Marina Streets Landscape and Master Plan, Richmond

Nevin Avenue Pedestrian Improvement Project, Richmond

Carlson Boulevard Bay Friendly Streetscape, Richmond

I-80 Revegetation Project East Richmond Heights Neighborhood, Richmond

Chevron/General Chemical Castro Street Frontage Landscaping, Richmond

Richmond City Center Facade Improvement Project, Richmond

Richmond City Identity and Wayfinding Guidelines, Richmond

City of Richmond Public Art Master Plan, Richmond

PUBLIC OUTREACH & FACILITATION

Richmond Parkway Design Guidelines, Richmond

Nevin Avenue Pedestrian Improvement Project, Richmond

Richmond-Ohlone Greenway Gap Closure Public Outreach, Richmond

Cutting Boulevard Streetscape Improvement Project, Richmond

Central Macdonald Avenue Streetscape Improvement Project, Richmond

EDUCATION

M.A. Landscape Architecture. Urban Design, University of California, Berkeley

B.S. Landscape Architecture, Colorado State University

REGISTRATION

Registered Landscape Architect
-California #3293

PAUL STEVENSON LEED AP

LANDSCAPE ARCHITECTURE

CSW | ST2 Paul is a licensed landscape architect with 23 years of experience whose projects include civic spaces, public parks, single family and multi-unit housing, educational environments, and multi-modal use trails. As a licensed landscape architect with CSW/ST2, Paul is involved in all aspects of design and planning from Schematic Design to Construction Administration. He has managed the review process for irrigation, soil management, grading, water efficient landscape and landscape designs to meet project and permitting requirements.

RELEVANT EXPERIENCE

City of Pinole Engineering Assistance On-Call Support

MidPeninsula Regional Open Space District Parking Design Guidelines

City of Richmond "Yellow Brick Road" Safe Routes to School Project, Richmond

Cutting Boulevard Landscape Renovation, Richmond

Carlson Boulevard Bay Friendly Streetscape, Richmond

Citywide Parks Assessment, Richmond

Richmond City Center Facade Improvement Project, Richmond

City of Richmond Public Art Master Plan, Richmond

Rod and Gun Club Master Plan, Richmond

Caltrans Underpass Beautification Project, Richmond

Del Norte/BART Complete Street, El Cerrito

Village Parkway Improvements, Dublin

Hiddenbrooke Park, Vallejo

Grove Street Neighborhood Complete Street Planning, Healdsburg

Silver Terrace Playground, San Francisco

South Sunset Playground, San Francisco

Garfield Square, Union Park

Raymond Kimbell Playground, San Francisco

Micke Grove Park Expansion, Lodi

Sunnyvale Water Treatment Plant, Sunnyvale

EDUCATION

B.S. Landscape Architecture, University of California, Davis

REGISTRATION

Registered Landscape Architect
-California #5040

MICHAEL GORDON

ENVIRONMENTAL PLANNING

Michael has extensive experience managing multi-stakeholder projects, while bringing together proficiencies in botany, GIS, environmental regulations, and land management within stream systems to provide technical competency for a variety of project applications. His early experiences conducting field surveys and implementing ecological restoration projects have given Michael practical knowledge about a variety of sub-disciplines within the restoration field.

PROFESSIONAL HIGHLIGHTS

Sonoma-Marin Area Rail Transit (SMART) Environmental Permitting, Marin County ESA is assisting SMART to preform environmental surveys, investigate permitting strategies, apply for various required permits, and assess mitigation strategies for the design of five (5) segments of Class 1 non-motorized pathway ("NMP") located in Marin County.

Laguna Honda Hospital Biological Services, San Francisco ESA is working with San Francisco Public Works (Public Works), City and County of San Francisco (City) to provide as-needed Environmental Consulting Services. ESA is on a deep bench of experts to perform services related to the last category (Environmental Review, Permitting, Design, and Analysis).

Fairfield Parks, Recreation, and Open Space Master Plan, Fairfield ESA is assessing the City's public open spaces, addressing natural amenities, critical habitat areas, open space, trails, and riparian areas including the habitat corridors. Our team of technical experts are guiding the design teams to identify ecological opportunities and constraints and integration of ecological design elements/benefits into the Master Plan design.

Tides End Restoration Project, Solano County The Tides End Project will create over 2,000 acres of freshwater tidal marsh and managed floodplain habitat in the southern Bypass/Cache Slough Complex in the northern Sacramento-San Joaquin Delta. As a consultant to EIP III Credit Co. (EIP), ESA has provided restoration planning and design services to assist EIP in due diligence activities including 2D hydrodynamic and hydraulic analyses, biological and cultural resource surveys, and preliminary engineering design. ESA continues to support EIP with engineering and strategic planning related to environmental compliance, permitting, and future project implementation.

Grizzly Slough Floodplain Restoration Project with Department of Water Resources, Sacramento County The Grizzly Slough Floodplain Restoration project is a restoration project located at the confluences of Grizzly Slough and Bear Slough with the Cosumnes River. This project has been in development for over a decade, including earlier biological resources reports, and installation of the Phase 1 and Phase 2 restoration areas in the northern part of the site.

EDUCATION

B.A. Nature and Culture, University of California, Davis

CERTIFICATIONS

CNPS Rapid Assessment and Releve Protocol

California Rapid Assessment Method (CRAM) Depressional and Riverine (2017)

RELEVANT EXPERIENCE

Status
Support from 2018 - present

Key Personnel
Rich Souza
Josh Woelbing
Robert Stevens
Kristine Pillsbury
Jed Diaz

Key Reference:
Srinivas Muktevi, PE
Associate Civil Engineer
510.981.6402
smuktevi@cityofberkeley.info

CITY OF BERKELEY CIVIL ENGINEERING ON-CALL

Since 2018, members of our team have supported the City of Berkeley's Public Works Department in the planning and design of several projects, including:

MILVIA STREET CLASS IV BIKEWAY, completed in 2021, removes parking and adds a Class IV bikeway along 2 miles of Milvia Street through downtown Berkeley. The project's cost was $3.5 million.

WILDCAT CANYON ROAD DRAINAGE IMPROVEMENTS included assessment of hydrology along 2 miles of the roadway in the Berkeley hills and includes culvert modifications at six locations to reduce soil erosion. The project commences construction in the summer of 2024. The project's cost is estimated to be $1 million.

DERBY STREET PAVEMENT REHABILITATION focused on approximately 1 mile of pavement, replaces curb ramps, and stripes a bicycle boulevard through residential and commercial neighborhoods. The project will commence construction in summer 2023. The project's cost is estimated to be $1.2 million.

THE STRAWBERRY CREEK CULVERT REHABILITATION will repair about 1 mile of box culvert located below downtown Berkeley. The culvert is about 8 feet wide by 6 feet tall. In 2022, our team completed a survey and conditions assessment of the culvert constructed in 1915. Currently we are developing repair plans for sections of failing concrete and a hydraulic analysis. The project's cost is estimated to be $10 million. Construction will commence summer 2024.

CHANNING STREET RAIN GARDEN We are currently supporting the planning effort for a regional water quality facility located near Aquatic Park. This facility includes a trash capture device and bioretention area designed to serve 16 acres of west Berkely.

PEDESTRIAN SAFETY Our team developed plans for traffic calming features at the Piedmont Avenue and Channing Way roundabout. These include high visibility striping and raised buffers designed to slow vehicle and support pedestrian safety while crossing the busy roadways.

RETAINING WALL ASSESSMENTS We are completing a series of miscellaneous projects to repair retaining walls constructed in the 1930's, add a staircase for a pedestrian way, and modify access openings to several large diameter culverts, which are set to commence construction in summer 2023. The project's cost is estimated to be $700,000.

CITY OF RICHMOND ON-CALL ENGINEERING SUPPORT

Since 2019, our team has supported the City of Richmond providing a variety of support tasks including the following:

FERRY TO BRIDGE TO GREENWAY design of the Class IV bikeways. This project is substantially complete with a value of about $2.3 million.

RICHMOND WELLNESS TRAIL provides Class IV bikeway between Ohio Street and Cutting Boulevard, which completed construction in 2022 with a value of about $3 million. In addition to the bikeway, we supported the City in pavement rehabilitation.

37TH AND CARLSON TRAFFIC SIGNAL REPLACEMENT completed construction in March 2023 with a value of $250,000.

Our team provided technical support to integrate the **FIBER OPTIC TRAFFIC SIGNAL INTERCONNECT** along 23rd and 22nd Street which completed construction in 2020 with a value of $1.5 million.

Our team is currently providing technical support for the **GREENWAY GAP CLOSURE PEDESTRIAN BRIDGE** project, which is a concept plan.

We supported the City in the **CUTTING BOULEVARD SIDEWALK IMPROVEMENTS** project crossing the Union Pacific tracks including the installation of a new signal pole and pedestrian phase at the southern crossing of Carlson Boulevard. The $700,000 project completed construction in 2020.

We provide **PLAN REVIEW** and technical support to the Engineering Department for major developments including Terminal 1, Point Molate, PG&E site, and Campus Bay.

Our team has supported the **PARK DEPARTMENT** upgrades to restrooms at four public parks, which were successfully completed in 2020 for $400,000.

We provided plans and specifications for the federally funded methacrylate resin treatment of bridges along **RICHMOND PARKWAY AND RUMRILL BOULEVARD**. This included anchor bolt replacement of the Rumrill Bridge. The project should commence construction in July 2023.

Since 2011, members of our team have provided engineering services to the **PORT OF RICHMOND** including repairs to marine terminals, pavement rehabilitation, dredging, dock demolition, lighting, trails, shore power, building modifications, and rail improvements. The projects' values range from $50,000 to $5 million.

Status
Support from 2019 - present

Key Personnel
Robert Stevens
Mike Vidra
Josh Woelbing
Rich Souza

Key Reference:
Tawfic Halaby, PE
Deputy Director of Public Works - Operations and Maintenance
510.620.5482
tawfic_halaby@ci.richmond.ca.us

Status
Support from 2019 - present

Key Personnel
Marcia Vallier
Josh Woelbing
Robert Stevens
Mike Vidra

Key Reference:
Greg Hardesty
City of Richmond Parks Superintendent
510.231.3072
Greg_Hardesty@ci.richmond.ca.us

CITY OF RICHMOND LANDSCAPE ARCHITECTURE ON-CALL

The landscape architecture team have provided support to the City of Richmond's Parks and Recreation Department for a number of park improvement projects. They bring deep expertise in successfully completing complex grant funded park projects. Eleven out of fourteen Richmond parks our landscape architects have worked on within the last seven years have been 100% grant funded.

Our team is currently supporting the City in assessing existing parks for recreational use including soccer, softball, football, tennis, basketball, and pickleball. This effort culminated in the recommendation to implement an $11 million project to upgrade soccer fields and basketball courts at three City parks in the summer of 2024. We have developed recommendations for medium and long-range improvements at all parks throughout the City. Other park facilities our team is working on include:

UNITY PARK Marcia worked with 17 non-profit groups on Unity Park in Richmond, California's most deserving neighborhoods. Marcia helped forge a collaborative partnership to design and build the park, improving livability and access for Richmond residents. The non-profit groups and the community formed six teams from 57 resident volunteers to design sections of the park and gather input from the neighborhood. Marcia provided guidance during programming then and took the community supported designs and created constructable bid documents.

KENNEDY PARK Marcia worked with The Trust for Public Land (TPL) to renovate an existing blighted community park in one day. Marcia assisted TPL with community meetings and conceptual design for the project and facilitating community construction projects for the event that was attended by over 650 people. The renovation projects included painting murals, installing universal play structures and site amenities, building benches, planting a rain garden, installation of trail fitness equipment and a bike pump track. The project won a national 'Make A Difference' award.

BOORMAN PARK Marcia is currently working on the renovation of Boorman Park, leading the community coordination, design and construction documentation. The park is funded by a $4.165 million Proposition 68 grant and Marcia is working closely with the City's grant administrator to ensure full compliance and reporting to the agency. Marcia is working with First 5 on public outreach to gain consensus on a community supported design. When complete, the park will feature sports fields, community gathering areas, and playgrounds.

CITY OF PINOLE ON-CALL SERVICES

Status:
2021 to Present

Key Personnel:
Robert Stevens
Mike Vidra
Josh Woelbing
Rich Souza

Key Reference:
Sanjay Mishra, PE
Public Works Director
510.724.9017
smishra@ci.pinole.ca.us

Since 2021, our team has supported the City of Pinole in public works improvement projects including the following:

SAN PABLO AVENUE PAVEMENT REHABILITATION includes a mill and overlay, installation of retaining wall, and curb ramp upgrades. The $900,000 project was completed in 2022.

PINOLE VALLEY ROADWAY IMPROVEMENTS includes roadway resurfacing, curb ramp improvements, and reconfiguration of pavement striping to include buffered Class II bike lanes. The $1.5 million project will commence construction in summer 2024.

THE SENIOR CENTER PARKING LOT EXPANSION adds additional parking stalls as well as the installation of a solar canopy atop the parking lot. The senior center will function as a cooling center and includes battery backup in case of power failure. The $1 million project will commence construction in fall 2023.

The **TENNENT AVENUE BAY TRAIL GAP CLOSURE AND PEDESTRIAN IMPROVEMENTS** addresses a critical gap for pedestrian access for at grade crossing of the Union Pacific Railroad tracks. Our team completed the GO88B approval from the CPUC and Union Pacific. We supported the City in a grant award of $800,000 from MTC. Construction of the $1.2 million project will commence in fall 2024.

The design of a new traffic signal to support pedestrian safety at **MARLESTA AND APPIAN WAYS**. The $600,000 project is currently under construction and will be complete by August 2023.

Our team completed a safety assessment at Pear and Plum Street intersections with Tennent Avenue where a pedestrian was fatally struck by a vehicle. We completed a speed and volume survey to assess potential countermeasures for safety. Our team is currently designing improvements including high visibility crosswalk and RRFB system. The $100,000 project will complete construction in June 2023.

We completed the design of **ELECTRIC VEHICLE CHARGING STATIONS** at the public safety building. The $100,000 project completed construction in February 2023.

COUNTY OF MARIN PROJECT MANAGEMENT AND SURVEYING ON-CALL ENGAGEMENTS

Status:
Ongoing since 2018

Key Personnel:
Robert Stevens
RIch Souza
Josh Woelbing

Key Reference:
Rachel Calvert, PE
Senior Civil Engineer
415.246.5017
rcalvert@marincounty.org

Since 2018, our team has supported the County of Marin's Department of Public Works in various on-call engineering and surveying support tasks.

PAVEMENT REHABILITATION PROJECT Our team finalized plans for the County's 2022 and 2025 annual pavement rehabilitation projects, which includes mill and overlay and cold-in-place recycling for roadways within the unincorporated community. Integrated into the 2022 $3 million project was the installation of bicycle improvements consistent with the Bicycle and Pedestrian Master Plan. The 2025 pavement program involved rehabilitating approximately 4 miles of roadway throughout unincorporated areas of Marin.

We supported the County in completing **VARIOUS ADA IMPROVEMENTS** for curb ramps located in Marin City, Novato and San Rafael. This work includes design of directional curb ramps on topographically constrained streets. Total anticipated construction cost of the various projects is $200,000.

Our team is finalizing the design of **HAWK SIGNAL SAFETY IMPROVEMENTS** to facilitate crossing of North San Pedro Road near San Pedro Elementary School. This $400,000 project will complete construction in summer 2023.

EMERGENCY TASK ORDERS We finalized the design of four crosswalk safety improvement projects that feature new high visibility striping and Rapid Flashing Beacons. The $100,000 project completed construction in late 2022.

Under an urgent need, we surveyed and prepared designs to correct an ADA challenge for a major pathway near the City of Mill Valley. Our team complete the design and provided staking services within two days of notice to proceed.

HAL BROWN PARK BRIDGE We finalized the permitting for a boardwalk and pedestrian bridge crossing a sensitive habitat for Marin County Park Department. This $2 million project should commence construction in fall 2024.

Our team has supported the County in responding to **SLOPE STABILITY CHALLENGES** in the rural segments of the County. This includes the design of soldier pile wood lagging walls and drainage improvements.

WET WEATHER DEBRIS FACILITY Our team developed the design for a debris storage area at the Corporation Yard including development of a large, covered area.

SURVEYING Our survey team provides topographic, boundary, and map review for Public Works. This includes a drone base façade survey of the civic center designed by Frank Lloyd Wright.

CITY OF DUBLIN CIVIL ENGINEERING AND SURVEYING ON-CALL SUPPORT

Status:
Ongoing since 2019

Key Personnel:
Robert Stevens
RIch Souza
Josh Woelbing

Key Reference:
Laurie Sucgang, PE
Assistant Public Works Director
925.833.6630
laurie.sucgang@dublin.ca.gov

Our team has supported the City of Dublin on an on call basis to 2020 providing both staff augmentation as well as design services. A summary of the projects includes:

IRON HORSE TRAIL NATURE PARK AND OPEN SPACE Our team refined the concept plan established for the master plan for the segment adjacent to Amador Valley Boulevard. This Class 1 trail will connect key regional destinations as well as offer park amenities. The effort included detailing plans to the 30% level of completion as well as preparation of a cost analysis.

GREEN INFRASTRUCTURE We are currently supporting the City in evaluating green infrastructure proposed by private development as well as infrastructure integrated into public works projects. This effort includes an assessment of storm water quality and well as quantity controls consistent with Alameda County's C.3 guidebook.

MICRO-TRENCHING STANDARDS Our team developed a City standard specification and detail for installation of fiber optic communications components installed by micro-trenching. The goal is to incorporate broadband infrastructure into the City while preserving infrastructure and limiting disruption to the public.

DUBLIN BOULEVARD Our team supported the City in completing a complete streets assessment of Dublin Boulevard prior to a pavement maintenance project. Our recommendation included development of a Class 2 and Class IV bicycle lanes along the corridor. We recently finalized striping plans for the project, which will be constructed in summer 2024.

STANDARD PLANS Our team is supporting the City in revising its standard details including those for Green Infrastructure. We have been coordinating with City staff to understand the needs and challenges faced with implementing public works project and updating the details to reflect conditions.

GRANT SUPPORT We are currently preparing grant applications to support various public infrastructure projects to the State of California Parks Department and well as to the Metropolitan Transportation Commission's One Bay Area Grant.

VILLAGE PARKWAY COMPLETE STREET ENHANCEMENT Our team is currently refining complete street options for Village Parkway to include a Class IV cycle track, protected intersections, as well as pedestrian safety improvements for the segment of Village Parkway near Dublin High School. This concept will be submitted for funding through the OBAG program.

CSW | ST2

5870 Stoneridge Mall Road
Suite 203
Pleasanton, CA 94588

APRIL 12, 2024

PREPARED FOR

City of Dublin

Request for Qualifications

Civil Engineering and Surveying Services

PREPARED BY

Kimley»Horn

Expect More. Experience Better.

COVER LETTER

April 12, 2024
Julius Pickney | Management Analyst II
City of Dublin | 100 Civic Plaza Dublin, California 94568

RE: REQUEST FOR QUALIFICATIONS (2024 RFQ) | CIVIL ENGINEERING AND SURVEYING SERVICES

Dear Mr. Pickney and Members of the Selection Committee,

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this proposal to provide civil engineering and survey services to the City of Dublin (City). Having been a partner to the City for over two decades, we are excited to continue being a trusted partner to the City as it continues to grow and change to support its citizens and businesses. As you select your consulting partners for this proposal, please consider the following strengths of the Kimley-Horn team:

1. Local, Responsive, and Committed Team | We will serve the City from our office in Pleasanton, where we are a short drive to City offices or project locations, providing the City with true on-call services. In addition, we offer the City access to over 120 local professionals in the Bay Area, specializing in a wide array of services specific to the needs of our municipal clients, including planning, engineering, and environmental experts. In addition, our team includes professionals that are committed to serving the City—experts who you have worked with over the past years and even decades. We offer the City a deep bench of expertise with an unmatched continuity of staff resources, which will allow us to continue providing you with the highest level of professional services.

2. Relevant Local Experience | Kimley-Horn has partnered with the City of Dublin over the last 20+ years on more than 90 projects, including signal design and timing, roadway design services, on-call services for land development and capital project review services, and environmental support services. We have cultivated a thorough understanding of the City's needs through our work on these projects over the years. With Kimley-Horn, you have a partner that is not only intimately familiar with your staff, your standards, and your expectations for success, but also wants to help you elevate them, as we have demonstrated with the City over the past years.

3. Notable On-Call Experience and Proven Approach | Kimley-Horn has a long, successful history of partnering with agencies on on-call contracts throughout Northern California. Our approach to on-call contracts is based on six important principles: be flexible; think and act as an extension of the City's staff; think big picture; be creative; team strategically with other consultants; and provide community and council support. Through our prior and current on-call work with the City, we understand what types of task orders are issued and how to deliver them to your satisfaction by committing resources as needed, taking ownership of each assignment, maintaining project schedules, obtaining team consensus, and delivering quality technical submittals. With Kimley-Horn, you can expect task orders from this on-call to progress seamlessly, from the preliminary planning and design stages into construction.

Kimley-Horn is confident that there is no other consultant who matches our qualifications and the breadth of services we offer to the City. Should you have any questions, please do not hesitate to contact contract manager, **Akash Patel, P.E.**, at **925.965.7704** or **akash.patel@kimley-horn.com**. Our team is excited to continue our partnership with the City and to continue serving the Dublin community.

Sincerely,
Kimley-Horn and Associates, Inc.

Akash Patel, P.E. | CONTRACT MANAGER

John Pulliam, P.E. | PRINCIPAL-IN-CHARGE
SIGNING AUTHORITY

Kimley»Horn

QUALIFICATIONS AND EXPERIENCE OF FIRM AND INDIVIDUALS

Founded in 1967, Kimley-Horn is a privately held corporation with a staff of more than 7,500 in over 120 offices nationwide, and 11 offices in California, including local offices in Pleasanton, Oakland, San Jose, and Sacramento. Founded by traffic engineering, transportation planning, and civil engineering specialists, the firm has steadily grown into a full-service engineering and planning consulting firm offering a comprehensive range of services to both public and private clients. Our well-established Pleasanton office—which currently staffs more than 75 engineers, planners, designers, and support staff—has worked for public agencies and municipalities for more than 30 years, thus giving us broad local project experience. Our clients receive the local knowledge and responsiveness of a small firm, backed by the resources only a national firm can provide. Much of our growth extends from the confidence and trust that repeat clients have in us.

WE'VE BEEN PROVIDING ON-CALL SERVICES SINCE OUR FOUNDING

The City of Dublin needs a consultant with the experience and commitment to deliver highly responsive service—Kimley-Horn has been doing just that for many on-call clients since the firm was founded. We have successfully provided services to a number of California municipalities through on-call contracts, some of which are highlighted in the map below.

OUR ROLE AS AN ON-CALL CONSULTANT

We understand what it means to be "on-call" for a local City. Our on-call clients are a top priority, and our approach is to be an extension of City staff. We are available to meet at the City's convenience. Kimley-Horn has the available resources to provide the City with the quality and dependable level of service required by this contract. The proposed team members are committed to assisting the City and have the flexibility to adjust their other commitments to accommodate these efforts. Work, including technical expertise and quality control/quality assurance, will be performed by staff located in our Pleasanton office.

SERVICES OVERVIEW

Kimley-Horn has the depth of in-house expertise to provide a full range of civil engineering and public agency consulting services. The following are some of the key services we offer for this on-call contract.

Civil Engineering, Grading, Roadway, and Intersection Design

At Kimley-Horn, we have experienced professionals in roadway, site development, grading, utility engineering, traffic engineering, stormwater management, site/retaining walls, and hydraulic/hydrologic modeling, among others. Our depth of resources means you will benefit from experienced professionals who work together and practice civil engineering for private and public sector clients every day. Our engineers have developed plans, specifications, and estimates (PS&E) for more than 4,000 miles of roadway, including neighborhood streets, rural roads, interstate highways, state highways, highway interchange structures, and urban arterials.Our team brings design experience across a wide variety of projects, including roadway widenings and geometric safety improvement projects, complete streets, pedestrian and bicycle facilities, storm drainage, green infrastructure, intersection geometrics, roundabout design, and pavement rehabilitation projects.

Hydrology/Hydraulic Design

Our technical expertise in flood control and stormwater management includes watershed hydrology, floodplain management and Federal Emergency Management Agency (FEMA) map revisions and amendments, floodplain hydraulics (fluvial/alluvial) and modeling, hydraulic studies and design, water quality, hydromodification, sediment transport, and two-dimensional flow analysis. All of these abilities under one roof allow Kimley-Horn to support any City environmental planning and analysis effort. In order to meet the needs of our clients, we use a wide range of software in performing hydrologic and hydraulic modeling, including the full suites of HEC and InfoSWMM software.

Drainage Analysis, Planning, and Design

Kimley-Horn's drainage engineering services include the design of canals, detention basins, culvert crossings, water control structures, diversion structures, and more. In addition to the design of gravity systems, our team is fully versed in the design of stormwater pump stations as well as associated electrical and mechanical systems and real time controls. Such experience will allow the City to achieve the greatest possible stormwater performance from its existing infrastructure while minimizing long term maintenance requirements. Where necessary, our team brings other pertinent support services such as floodplain analysis, mapping, and FEMA coordination occasionally required for projects involving the stabilization or retrofit of existing channels.

Landscape Architecture

From the revitalization of community parks to the design and implementation of downtown streetscapes, we have successfully planned and implemented scores of landscape architecture projects. Our landscape architects have a diverse range of experience from corridor plans and downtown streetscape programs to parks and recreation planning. Our full-service consulting includes feasibility studies, master planning, design, permitting, public participation and consensus building, and construction administration.

Pavement Management

Kimley-Horn is a certified pavement management vendor through the Metropolitan Transportation Commission, (MTC), a certification program that is one of the most rigorous in the nation. We have provided pavement evaluation, maintenance/management, design, and construction services for more than 400 projects. Our services include field condition surveys of pavements, inventory, pavement alternative evaluations, structural evaluation and expected life of pavements, maintenance repair needs, economic analysis, capital improvement budgeting, prioritization of pavement projects, implementation of the MicroPAVER program and Geographic Information Systems (GIS), training of staff, grant administration, engineering, and construction.

Traffic Engineering/Planning

Kimley-Horn has been an industry leader in traffic engineering for nearly 57 years and offers complete in-house traffic engineering services. Our work includes traffic signal communication and system integration design, intersection geometric design, signing/striping and street improvement plans, vehicle/pedestrian/bicycle traffic signal designs, traffic calming studies, neighborhood studies, school studies, speed zoning studies, safety and operations studies, accident analysis, pedestrian safety programs, parking studies, and site access and circulation studies.

Multimodal Safety Enhancements

Safety concerns are one of the most common factors that discourage people from walking or biking. Our safety planning and design experience helps us understand how to decrease the level of traffic stress (LTS), enhance safety in high-risk areas, and encourage mode-shift. Our team members

have led numerous pedestrian and bicycle planning and design projects throughout the country, from single-intersection bike lane improvements to safe routes to school programs and active transportation master plans with miles of protected bikeways. In all, our team members have designed over 200 miles of multi-use and bicycle trails.Our plans often emphasize connectivity with adjacent sites, destinations, and/or jurisdictions to serve different types of users and remove barriers to under-served neighborhoods and key community destinations such as schools and parks. We routinely design bike facilities—including protected bikeways, bike boulevards with diverters, center running bikeways, and other types of bikeways—using the Caltrans Highway Design Manual, National Association of City Transportation Officials' (NACTO's) Urban Bikeway Design Guide, and the Federal Highway Administration's (FWHA's) Separated Bike Lane Planning and Design Guide.

Environmental Documents

Our team is experienced in the preparation and processing of all types of environmental documents under California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) and has extensive knowledge of environmental document requirements. Our environmental professionals not only have years of experience in developing CEQA and NEPA documents for public works, private development, and transportation projects, but also receive regular training on changes in CEQA and NEPA, and applicable case law affecting the interpretation of current statutes.

Kimley-Horn has been responsible for preparing and reviewing all types of documents from Initial Studies and Mitigated Negative Declarations through complete Environmental Impact Reports, Environmental Assessments, and Environmental Impact Statements. Our team has also prepared Mitigation Monitoring Implementation Schedules (MMIS) and Mitigation Monitoring and Reporting Programs (MMRP) Primary Services.

Bidding and Construction Support

As an extension of our design projects, our team is equipped with the latest construction management systems and applications available in the industry including responding to RFIs, reviewing shop drawings, and reviewing progress reports. From simple, time-tested forms and procedures to the state-of-the-art in construction management and web-based systems, our team will deliver small and large projects on-time and under budget while keeping the City up to date on a "real-time" basis. In addition to receiving the benefit of our design team's experience, our construction phase personnel can attend pre-construction conferences and regular project meetings, provide review and approval of submittals, and participate in all other activities required to achieve well-coordinated construction of proposed improvements.

Familiarity with State and Federal Procedures

Kimley-Horn has completed the planning and design for a wide variety of state and federally funded projects across California. We specialize in complying with the requirements that come with federally funded projects and have extensive experience working directly with all Caltrans districts—including District 4. We routinely work with agencies across California to help them shepherd their projects through Caltrans Local Assistance, assisting them in acquiring E-76s for all types of projects—from small sidewalk projects to larger freeway improvement projects.

Writing Conditions and Preparing Development Agreements

Kimley-Horn professionals have developed conditions of approval, development agreements, license agreements, operations and maintenance agreements, conditional use permits, and other legal agreements in many local cities and counties, including, but not limited to the cities of Dublin, Pleasanton, Hayward, Sunnyvale, Menlo Park, Redwood City, and San Carlos as well as the counties of Alameda, Contra Costa, Santa Clara, and San Mateo.

Community Outreach

Kimley-Horn is sensitive to the pivotal role of meaningful public involvement programs that enable area residents to establish their priorities. We understand that some projects require community involvement and acceptance, and we have developed effective methods of bringing the community into the process. We are strongly committed to conducting public participation programs that educate, inform, and build consensus for a particular solution, and we have professionals on staff who are experienced in conducting bilingual outreach services. Some of our public involvement services include: interactive websites, graphic design, newsletters, town hall meetings, stakeholder meetings, press releases, brochures, and educational seminars.

Survey and Mapping Service

Our project team's expertise in surveying and mapping covers all aspects of surveying, including boundary and topographic surveys, as well as the preparation of legal descriptions, easements, plats, and parcel maps. We are adept at utilizing GIS systems to integrate project mapping data with spatial information to support the project decision-making process. Remaining focused on our core values, the survey team performs projects with honesty, integrity, and ethics, provides exceptional client service, and drives to meet high expectations. In addition, our team stays current with the latest procedures and technologies, including LiDAR mapping, electronic field book (EFB) and global positioning system (GPS) technology.

REFERENCES

PROJECT 1: CITY OF DUBLIN, ON-CALL PROFESSIONAL SERVICES (VARIOUS ON-CALLS AND PROJECTS)

Contact: Laurie Sucgang, Assistant Public Works Director/City Engineer & Oliver Castillo, Assistant Civil Engineer | **Address:** 100 Civic Plaza, Dublin, CA 94568 | **Phone:** 925.833.6639 & 925.833.6630

Brief description of work performed: Kimley-Horn has provided civil, traffic, landscape architecture, drainage, transportation planning and engineering, environmental support, and development services and CIP review support for various projects within the City through the Engineering Services On-Call, ITS On-Call, Transportation Planning and Engineering On-Call, and Planning and Housing Services On-Call. Currently, Kimley-Horn is providing design services on various projects in the City, including: Dublin Slide Repair, Citywide Bicycle and Pedestrian Improvements Safe Routes to School, Regional St Improvements, Golden Gate Drive Intersection Improvements, and Public Art Feasibility at Village Parkway/Dublin Boulevard. These projects include a wide-range of improvements which include signal modifications, RRFB installations, signing and striping improvements, ADA curb ramp upgrades, bulb-outs, green infrastructure, drainage improvements, and slope stability improvements.

Role of our firm: Prime On-Call Consultant | **Term of contract:** 2021–Ongoing

PROJECT 2: TOWN OF DANVILLE, DANVILLE DOWNTOWN MASTER PLAN—CATALYST PROJECT

Contact: Diane Friedman, Deputy Town Manager | **Address:** 500 La Gonda Way, Danville, CA, 94526
Phone: 925.314.3378

Brief description of work performed: The Catalyst Project is part of the Danville Downtown Master Plan that was adopted by the Town Council in September 2022. The Catalyst Project seeks to improve the Theater Plaza and five intersections along Hartz Avenue at Linda Mesa Avenue, Diablo Road, Prospect Avenue, Church Street, and School Street. The Linda Mesa Avenue and Prospect Avenue intersections are planned to be raised due to storm drain system constraints, and the others will include stamped pavement, bulb-outs, mini-plaza elements, and related surface improvements. Kimley-Horn's

services include the preparation of PS&E documents showing improvements to bulb-outs, curb ramps, widened sidewalks, crosswalks, proposed roadway conform work, lighting, and RRFB/signals.

Role of our firm: Prime Consultant

Term of contract: 2022–Ongoing

PROJECT 3: COUNTY OF SAN BENITO, ON-CALL PROFESSIONAL SERVICES (VARIOUS ON-CALLS AND PROJECTS)

Contact: Steve Loupe, Public Works Administrator/County Engineer | **Address:** 2301 Technology Pkwy, Hollister, CA 95023 | **Phone:** 831.902.2271

Brief description of work performed: Since 2021, Kimley-Horn has provided civil, traffic, landscape architecture, drainage, transportation planning, and structural engineering support for various public infrastructure projects within the County. Kimley-Horn has also supported the County in identifying applicable funding opportunities and has supported in the preparation of grant applications to support the County's endeavor to fund various public infrastructure projects. In the last two years, Kimley-Horn has become a reliable and trusted partner for the County, implementing an approach and delivering quality deliverables that truly exemplifies what it means to be on-call.

Role of our firm: Prime On-Call Consultant | **Term of contract:** 2021–Ongoing

PROJECT 4: CITY OF BURLINGAME, CALIFORNIA DRIVE REALIGNMENT AND ROUNDABOUT PROJECT

Contact: Andrew Wong, Senior Civil Engineer | **Address:** 1361 N. Carolan, Burlingame, CA 94010

Phone: 650.558.7237

Brief description of work performed: California Drive is a regional route that parallels Highway 101; the intersection serves as a gateway into the City's downtown. Kimley-Horn provided public outreach, preliminary and final design, and traffic analysis for the realignment of California Drive at the three-way, extended intersection of Bellevue Avenue and Lorton Avenue into a two-lane roundabout.

Role of our firm: Prime Consultant | **Term of contract:** 2015–2020

STANDARD CONSULTING AGREEMENT

Kimley-Horn and Associates, Inc. has reviewed the Professional Service Agreement provided by the City of Dublin and agrees to the terms and conditions.

CONFLICT OF INTEREST STATEMENT

Kimley-Horn and Associates, Inc. and our subconsultants have no current conflicts of interest that may affect the ability of our team to perform the required duties outlined in the RFP, nor are we debarred, suspended, or otherwise declared ineligible to contract with any other federal, state, or local public agency.

RATES, SUBCONSULTANTS AND KEY STAFF

Classification	Rate
Analyst I	$130 - $170
Analyst II	$170 - $195
Professional	$195 - $250
Senior Professional I	$250 - $330
Senior Professional II	$330 - $395
Senior Technical Support	$165 - $295
Technical Support	$105 - $165
Support Staff	$95 - $150

Effective through June 30, 2025. Subject to annual adjustment thereafter.

For each Task Order under the On-Call, staff will be billed within the appropriate category range above, based on their classification at the time.

Other Direct Costs: Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed at actual cost. Mileage will be billed at the Federal Rate.

Sub-Consultants will be billed at 10% cost or per the Contract.

SUBCONSULTANTS

LCC ENGINEERING AND SURVEYING SERVICES, INC. (LCC) is a civil engineering and land surveying firm with a single office located in Martinez, California. For over 65 years, LCC has provided consulting engineering and land surveying services for local municipalities, school districts, public agencies, and organizations. LCC's current staff consists of 12 employees. Of those individuals, one is a registered Engineer-in-Training, three are Registered Professional Civil Engineers, one is a Professional Land Surveyor, and two individuals are dual registration with both Civil Engineer and Land Surveyor Licenses. LCC will be providing surveying services.

GEOCON is a California-only geo-professional firm with over 52 years of experience performing geotechnical engineering and materials testing services on public works projects. Since their establishment in 1971, Geocon has organically grown to a staff of over 350 technical and field professionals throughout California. Geocon provides geotechnical engineering services on public works and private sector projects to a broad spectrum of clientele including design professionals, public agencies, developers, and the construction industry. Geocon is a full-service geo-professional consulting firm capable of performing field, laboratory, and engineering analyses for a project with in-house staff and equipment. Geocon will be providing geotechnical engineering services.

KEY STAFF AVAILABILITY

The Kimley-Horn team is capable of responding to all of the services anticipated under this contract. Our proposed staff have the capacity available to commit the resources required for projects that arise from this on-call contract. Key personnel are listed below, and their availability and existing hours committed can be found on each of their resumes, located in the Appendix. Each Kimley-Horn staff member listed—as well as additional staff in our Bay Area offices, if necessary—will be readily available to serve the City throughout the term of the on-call contract. Our past work history with similar projects gives us the experience necessary to deliver quality projects on-time and within budget.

ORGANIZATIONAL CHART

QC/QA MANAGER
Prasanna Muthireddy, P.E.

CONTRACT MANAGER
Akash Patel, P.E.

PRINCIPAL IN-CHARGE
John Pulliam, P.E.

PROJECT/PROGRAM MANAGEMENT SERVICES

PUBLIC WORKS STAFF AUGMENTATION

Mark Falgout, P.E., LEEP AP, QSD/P

CIP PLAN CHECK REVIEW

Shadie Azab, P.E., QSD/P
Jacob Schramm, P.E.

PAVEMENT MANAGEMENT

Tim Miller, P.E.
Akash Patel, P.E.

CALTRANS LAPM AND FEDERAL FUNDING CATEGORY

Joe Arroyo, P.E.
John Pulliam, P.E.

ENGINEERING AND DESIGN

ROADWAY DESIGN/COMPLETE STREETS

Akash Patel, P.E.
John Pulliam, P.E.
Conner L'Hommedieu, EIT
Heather Wong, P.E.
Travis Cox, EIT
Jose Fonseca

ROUNDABOUT DESIGN

Sean Houck, P.E.
Daniel Carley, P.E.

TRAFFIC ENGINEERING, PLANNING, AND STUDIES

Ben Huie, P.E.
Connie Leung, P.E.

SIGNAL, LIGHTING, AND ELECTRICAL

Nikita Petrov, P.E.
Clara Ho, P.E.
Brenton Curran

UTILITIES DESIGN AND GREEN INFRASTRUCTURE

Tyler Whaley, P.E., QSD/P, ENV SP
Sam McWhorter, P.E.
Tony Villalobos, EIT

ENVIRONMENTAL, SURVEY, AND GEOTECHNICAL ENGINEERING SERVICES

CEQA, NEPA, PERMITTING, AND PLANNING

Danae Hall, AICP
Taylor Blanford

SURVEYING AND MAPPING SERVICES

Alex Calder, PLS
Christine Parks, P.E., PLS[2]

GEOTECHNICAL ENGINEERING

Shane Rodacker, P.E.[1]

LEGEND
Bold = Key Personnel
Subconsultants:
1.Geocon
2. LCC Engineering & Surveying

ADDITIONAL ENGINEERING AND DESIGN SERVICES

STRUCTURAL ENGINEERING

Andy Sanford, P.E.
Joe Nunneley, P.E., S.E.

CONSTRUCTION MANAGEMENT

Ron Taylor

LANDSCAPE ARCHITECTURE

Matthew Morgan, PLA, ASLA, CLARB
Michael Madsen, PLA, CLIA, ASLA

GRANT WRITING AND FUNDING RESEARCH

Molly Tremblay

PUBLIC OUTREACH

Brandi Childress
Kao Saeteurn

EV CHARGING AND FLEET ELECTRIFICATION

Jenna McDavid
Lucas Teani, P.E.

APPROACH

The following are descriptions of the tasks that would be part of a typical City CIP Project:

Schedule of Work

Following our initial kick-off project meeting with the City, Kimley-Horn prepares a project schedule, which is shared with the City and other stakeholders, as appropriate, for consideration of further discussion or adjustment, if necessary. Our internal MIS allows our project managers to monitor the progress of projects on a bi-weekly basis so that "mid-course corrections" can be made as the needs of the project change.

Pre-Design

Depending on the complexity of the project, a typical design process may entail submittal of a pre-design concept, report, or memo that establishes and memorializes the basis of the impending work. We would provide a feasibility level opinion of probable cost (OPC) at this stage to validate the City's construction cost estimates and budget.

Conduct Field Work and Data Gathering

A crucial part of our design process is getting our technical experts in the field to observe and gather detailed field information that is essential to the design and be as informed as possible on the issues associated with every project and to visualize potential improvements in a real-world setting.

Meetings and Communication

Kimley-Horn holds weekly internal milestone meetings with our staff to discuss project schedules, deadlines, and impending staff workloads. Our weekly goal is to keep the project schedules at the forefront so deadlines are anticipated throughout the project. If necessary, we will bring in additional staff resources from other offices, particularly at the technical level.

Environmental Clearance and Permitting

Should environmental services be needed, we will engage our in-house environmental group to prepare CEQA documentation. If the project is federally funded, we will work with Caltrans Local Assistance to complete the Preliminary Environmental Study (PES) form, schedule a field meeting, and ultimately get Caltrans approval on the PES. The PES determines the necessary studies, and once approved by Caltrans, we would work to perform the needed field work and prepare technical studies in support of NEPA. Having both the engineering and environmental services within Kimley-Horn provides with City with an additional benefit, as we routinely work together on local agency projects and understand when trade-offs are needed in the design to minimize or eliminate an environmental impact.

Project Deliverables

Deliverables are submitted to the City (and stakeholders as needed) based on the project schedule. Depending on the project's complexity, these deliverables are typically associated with submittal stages, particularly for design projects (e.g., 35%, 65%, 90% and 100% design stages). A preliminary engineer's estimate for construction would accompany each submittal to support the project budget and address alternatives if cost problems are identified.

Depending on the type of project, a wide variety of different plan sheets may be necessary. Plan sheets that could be prepared for a typical roadway project include: title sheet, general notes, key map, horizontal control, typical sections, demolition plans, plan and profile, construction details, curb return profiles, drainage plan and profile, utility plans and details, erosion control plans, traffic control and construction staging plans, and signing and striping.

Specifications

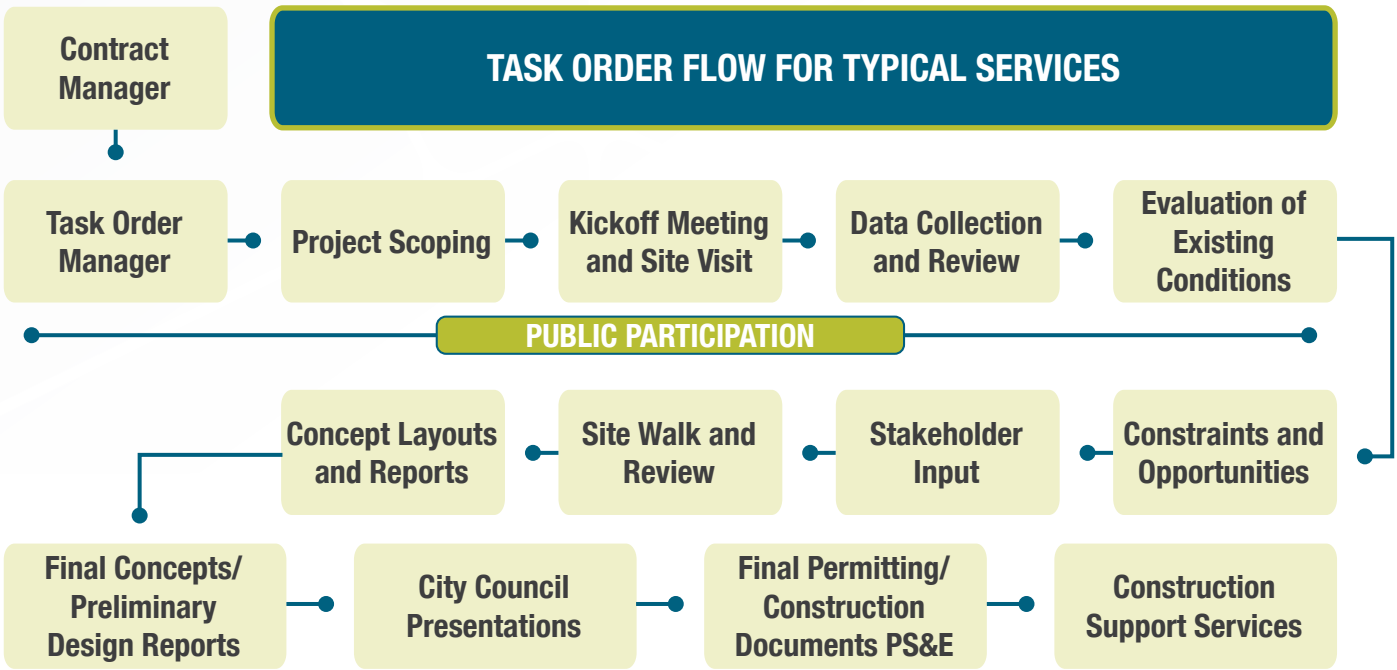
Our team will develop project technical specifications, as needed, to accompany projects prepared for contractor construction. We are experts in writing specifications, including writing Caltrans-based specifications. In addition, we have also helped numerous agencies rewrite their front end (boilerplate) specifications to be in compliance with federal regulations.

Preliminary and Final Design

Typical preliminary and final design stages would be assumed for most engineering design projects, with typical design stages/phases of 35%, 65%, 95%, and 100%. Deliverables are submitted to the City (and stakeholders as needed) based on the project schedule. Depending on the project's complexity, these deliverables are typically associated with submittal stages, particularly for design projects. An engineer's opinion of probable construction cost would accompany each submittal to support the project budget and address alternatives if cost problems are identified. Technical specifications would be developed at 65% with changes tracked, and then refined at 95% and 100%.

Construction Phase

We have extensive experience supporting public agencies through the bid and construction phase of the project. We are committed to seeing projects through to a successful completion. We can respond to bidder or contractor Requests for Information regarding plan interpretation or field condition issues. Kimley-Horn can also provide regularly scheduled field visits to review the advancement of field work relative to the intent of the project documents. Our proximity allows us to be available to attend construction field meetings on short notice.



Upon notice to proceed, the appropriate staff will be assigned by Akash to accomplish the task within the agreed upon timeframe. One of the advantages that our team provides is the ability to assign the right staff to each task. Akash can draw from a multitude of disciplines and resources to complete each assignment—whether the task is relatively minor, requiring only a few people in a single discipline, or a complicated task requiring numerous people and multiple disciplines. Task leads will work closely with Akash to get the project completed on time and on schedule.

APPENDIX

ADDITIONAL PROJECTS

CITY OF UNION CITY, UNION CITY BOULEVARD BIKE LANE IMPROVEMENTS *UNION CITY, CA*

Kimley-Horn is currently leading the PS&E design of the Union City Boulevard Bike Lane Improvements project. This project seeks to modify about a 2-mile stretch of Union City Boulevard from the Union City limit to Smith Street, adding Class II buffered bicycle lanes in both directions, with Class IV protected bicycle lanes at certain segments within the corridor limits. Additionally, a Class I multi-use path is being designed and implemented on the west side of the corridor, between Eastin Drive and Delaine Eastin Elementary School. As part of our work, a portion of the existing median that consists of decomposed granite will be removed and the traffic lanes shifted to accommodate new bicycle lanes. Additional work we have completed includes safety improvements, operational improvements, intersection modifications, bulb-outs, median landscaping, stormwater treatment facilities, modifications to the existing storm drain system, lighting modifications, traffic signal modifications, fiber-optic improvements, environmental clearance, and sidewalk reconstruction along Union City Boulevard within the corridor limits. This project recently went to bid and was awarded, with an approximate construction contract value of $17 million and a construction start time of March 2024.

CITY OF OAKLAND, EAST 12TH BIKEWAYS (35TH AVENUE TO INTERNATIONAL BOULEVARD) *OAKLAND, CA*

Kimley-Horn partnered with the City of Oakland to design bicycle facilities along East 12th Street between the Fruitvale BART station and International Boulevard. Our staff designed upgrades to existing bicycle lanes and designed a new contra-flow one-way cycle track and parking protected bicycle lanes with the goal of closing a key bicycle gap in the area. In addition to bicycle lane improvements, this project enhanced pedestrian accessibility and infrastructure through traffic circle and traffic calming measures and pavement enhancements. Improvements include removing abandoned railroad tracks along the corridor, implementing new signage and striping, improving traffic signal connection for pedestrians and bicycles, and upgrading City drainage inlets. As of the end of 2023, the design is complete, and construction is anticipated to take place in Summer 2024.

CITY OF OAKLAND, 73RD AVENUE ACTIVE CONNECTIONS TO TRANSIT *OAKLAND, CA*

Kimley-Horn is currently in the preliminary design phase of this critical active transportation project, which will provide bicycle and pedestrian infrastructure, protected intersections, bus boarding islands, geometric improvements, traffic signal modifications, RRFBs, signing and striping, pedestrian and street lighting, pavement engineering, green infrastructure, stormwater facilities, and utility relocation. Once the project is constructed, it will provide connections for an underserved East Oakland community to Coliseum BART and an AC Transit hub at Eastmont Mall. The project is considering several alternatives including buffered bicycle lanes, a shared bikeway frontage road (example: N 10th Street in City of San Jose), and center-running Class I bikeway in the median. Once the preferred alternative is selected, we will provide complete design services for the PS&E phase.

CITY OF ALAMEDA, 2024 PAVEMENT REHABILITATION PROJECT (PHASE 42) *ALAMEDA, CA*

This pavement rehabilitation project is a task order issued under Kimley-Horn's On-Call Complete Streets Engineering Services contract with the City of Alameda. The project focuses on the central part of the City, namely the area between Grand Street and High Street, protecting street surfaces and improving stormwater surface drainage and mobility for all users. In addition to providing pavement rehabilitation design services, we are providing the design for ADA upgrades and installation of pavement markings

and striping for bicycle and pedestrian facilities to advance the City of Alameda's Bike Plan and Vision Zero Plan. Completion of final design is anticipated for February 2024.

ACTC, SAN PABLO AVENUE MULTIMODAL CORRIDOR PROJECT *OAKLAND, CA*

San Pablo Avenue is a regionally significant corridor spanning the East Bay and serves as a principal transportation artery, a transit trunk line, and a main street. It experiences significant congestion, safety hazards, and network inefficiencies. Kimley-Horn is leading a consultant team and working with ACTC, which first developed a plan that established the long-term vision and identified near-term improvements to enhance corridor effectiveness for all users.

The corridor study (Phase 1) identified a range of multimodal improvements to enhance the throughput, connectivity, sustainability, and safety of the 14-mile corridor and included coordination amongst seven cities across two counties and two transit operators as well as Caltrans. Phase 1 included identification of near-term safety and circulation improvements, as well as longer-term improvements, such as bus rapid transit (BRT) and enhanced bicycle facilities. Kimley-Horn led the conceptual engineering, transit planning, ITS and technology evaluations, stakeholder engagement, project delivery, and technical and operations analysis elements of the project.r Phase 2 of the project in Alameda City includes planning, environmental clearance, and final design of three projects: 1) dedicated bus, protected bike lanes and other safety enhancements for a 3-mile segment through three cities; 2) safety treatments and bus reliability enhancements for an adjacent three miles through two cities; and 3) parallel bike improvements on a network of roadways parallel to and connecting to San Pablo Avenue across three cities. Kimley-Horn is leading all planning and design efforts, agency coordination, managing outreach activities, and performing overall project management. Outreach efforts have included community workshops, public presentations, online surveys, focus groups, and intercept surveys. For Phase 2 efforts within Contra Costa City, Kimley-Horn evaluated alternatives to improve bicycle, pedestrian, and transit mobility along the corridor given the specific opportunities and geometric challenges within the three cities in the study area. Kimley-Horn worked closely with West Contra Costa Transportation Advisory Committee (WCCTAC), CCTA, AC Transit, and each of the three jurisdictions (including the City of San Pablo) to tailor alternatives to fit local needs.

CITY OF SUNNYVALE, SRTS IMPROVEMENTS ON MAUDE AND SUNNYVALE AVENUES *SUNNYVALE, CA*

Kimley-Horn completed concept development, environmental clearance, and preliminary and final design efforts for the City of Sunnyvale's SRTS improvements along Maude Avenue and Sunnyvale Avenue around Bishop Elementary School. The improvements consisted of modifications to Maude Avenue/Mathilda Avenue and Maude Avenue/Borregas Avenue to remove porkchop islands and make the intersections safer for pedestrians. They also consisted of replacement of on-street parking with buffered bicycle lanes on Sunnyvale Avenue. As part of the effort, we developed concepts, assessed geometric feasibility, analyzed traffic and parking conditions, and completed environmental clearance documentation through Caltrans. The planning phase was completed within six months to meet the City of Sunnyvale's grant funding schedule requirements. We subsequently supported the City of Sunnyvale in a public engagement process for this project. The project was approved to advance into design by the City Council in Fall 2021, and we were selected by the City of Sunnyvale to complete the project's design. The design was completed in Summer 2022 and is currently in construction.

CITY OF SUNNYVALE, SNAIL NEIGHBORHOOD IMPROVEMENTS *SUNNYVALE, CA*

As a subconsultant on this project, Kimley-Horn provided civil and traffic engineering services for pedestrian safety improvements at various locations throughout the SNAIL neighborhood. Our work included the design of 25 accessible curb ramps, 17 curb extensions, a raised crosswalk, and storm

drain system upgrades. Our traffic engineering work included speed feedback signs near school zones, bicycle route signage and striping, signal modifications, and a new pedestrian hybrid beacon. Lastly, we led the environmental clearance services for both CEQA and NEPA compliance documentation. Due to grant funding constraints, we successfully partnered with the City of Sunnyvale and the prime consultant to develop and execute a project schedule that resulted in the completion of the design in six months to meet the request for funding authorization deadline. The design phase was completed in July 2023, and the project is currently in construction.

TOWN OF LOS GATOS, WINCHESTER BOULEVARD COMPLETE STREETS AND QUICK-BUILD CLASS IV BIKE LANES *LOS GATOS, CA*

Kimley-Horn supported the Town of Los Gatos in advancing a multimodal corridor study for a 2-mile stretch of Winchester Boulevard. The project goals included enhancing the safety, comfort, and connectivity of the corridor for all users, including bicycles, pedestrians, and transit users, while maintaining auto circulation. In the initial project phase, we assessed existing conditions and project needs, obtaining input from the community via an online survey. We then developed multiple project alternatives that closed sidewalk gaps, upgraded bicycle facilities to a protected Class IV, provided protected intersections and transit islands, and increased corridor permeability through new and safer pedestrian crossings. We also developed concepts and completed through 100% design a tactical quick-build project that aligned with grant funding received by the Town of Los Gatos. The project included the implementation of quick-build Class IV bicycle lanes along 1.3 miles of Winchester Boulevard. We worked with the Town of Los Gatos to overcome challenges relating to residential driveways, parking, and emergency access. We also supported the Town of Los Gatos through several rounds of community engagement, including hosting a virtual community meeting. We developed 35%, 90%, and 100% plans along with cost estimates.

COUNTY OF SAN MATEO, SANTA CRUZ AVENUE AND ALAMEDA DE LAS PULGAS CORRIDOR IMPROVEMENT PROJECT– BICYCLE AND SAFETY IMPROVEMENTS *SAN MATEO COUNTY, CA*

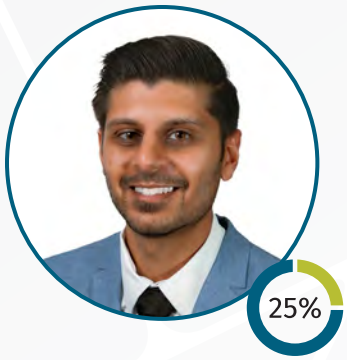
Kimley-Horn supported the County of San Mateo in providing preliminary engineering services and is currently supporting them with final PS&E design services to develop a set of bicycle and pedestrian safety improvements along Alameda DeLas Pulgas/Santa Cruz Avenue, between Avy Avenue and Sand Hill Road. We prepared conceptual design plans and cost estimates for three alternatives, including the provisions of improved pedestrian and bicycle facilities and reconfiguration of the complex and auto-oriented “Y” intersection. We prepared VISSIM microsimulation models to analyze the proposed geometric and operational modifications to determine their effect on travel time, emissions, and queuing. The project also included several meetings with the community task force, community meetings, and online engagement. Based upon the approved alternative from the conceptual phase, we have advanced the design into Final PS&E. The project improvements include road dieting, sidewalk widening, re-striping, bicycle and pedestrian safety enhancements, ADA curb ramp upgrades, bulb-outs, traffic signal modification, pavement rehabilitation, drainage improvements, environmental clearance, and other complete street elements. This project was a recipient of the Active Transportation Program Cycle 6 grant for construction funds, which was an effort that we supported. This project is currently in the final design stage, with an anticipated construction start time of Summer 2024.

CITY OF SONORA, STOCKTON-WASHINGTON CORRIDOR–DOWNTOWN TRANSIT AND ACCESSIBILITY PROJECT

SONORA, CA

With this being the first project from the City of Sonora's Vision Sonora document, Kimley-Horn is providing design and construction services for intersection and corridor improvements to provide better multimodal connectivity in Downtown Sonora. We are providing project management, stakeholder coordination, public outreach, transit design, urban and landscape design, and civil design (grading, drainage, ADA improvements, traffic signals, electrical, and signing and striping). Partially funded through Caltrans Local Assistance, we are closely coordinating all facets of this project with Caltrans District 10.

RESUMES



AKASH PATEL, P.E.

Contract Manager

Akash is a professional engineer with eight years of experience in municipal roadway design projects. He has worked on many municipal projects that include road widening, pedestrian and bicycle facilities, complete streets and traffic calming improvements, and Americans with Disabilities Act (ADA)-compliant sidewalk and curb ramp improvements. As part of these projects, Akash is familiar with applicable design standards and guidelines including, ADA guidelines, National Association of City Transportation Officials (NACTO) design guidelines, AASHTO design guidelines, the California Manual on Uniform Traffic Control Devices (CA MUTCD), and Caltrans Highway Design Manual (HDM) and Standard Plans. He has worked on projects ranging from conceptual level design to complete PS&E submittals and is skilled at preparing and coordinating deliverables with the project team and client.

OFFICE LOCATION

Pleasanton, CA

EXISTING COMMITTED HOURS

75% of available hours (30 hrs/wk) are committed to existing projects.

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, San Jose State University, San Jose

Professional Engineer in California (No. 91312)

RELEVANT EXPERIENCE

- City of Dublin, Public Art Dublin, CA – Project Manager
- City of Dublin, Golden Gate Dublin, CA – Project Engineer
- City of Dublin, Safe Routes to School Crosswalk and Curb Ramp Improvement Projects and Traffic Signal Modifications Dublin, CA – Project Engineer
- MTC, Dumbarton Bike Access Quick Build Improvements Bay Area, CA – Project Manager
- City of Oakland, East 12th Bikeways (35th Avenue to International Boulevard) Oakland, CA – Project Engineer
- City of Oakland, MacArthur Smart City Corridor Oakland, CA – Project Engineer
- City of Union City, Union City Boulevard Bike Lane Improvements Union City, CA – Project Engineer
- Alameda CTC, San Pablo Avenue Multimodal Corridor Project Oakland, CA – Project Engineer
- City of Hollister, Various 2024 CIP Projects Hollister, CA – Project Manager
- Town of Los Gatos, Winchester Boulevard Complete Streets Conceptual Design Los Gatos, CA – Project Engineer
- County of Santa Clara, Page Mill Road Improvements Santa Clara, CA – Project Engineer
- County of San Mateo, Santa Cruz Avenue and Alameda de Las Pulgas Corridor Improvement Project–Bike and Safety Improvements San Mateo County, CA – Project Engineer
- City of Vallejo, HSIP Cycle 9: Hybrid Pedestrian Beacon Design Services Vallejo, CA – Project Engineer

JOHN PULLIAM, P.E.

Principal-in-Charge

John is a project manager with more than 22 years of professional experience specializing in civil engineering and design. John is passionate about complete streets, having worked on a number of bicycle, pedestrian, and transit related projects. His role on our team will be leading the roadway design, providing ADA and accessibility design expertise, as well as specification writing. John has managed highly complex projects of all types including concept, preliminary, and final designs. He has designed street modifications, including complete streets and lane diet projects that focus on bicycle and pedestrian improvements, roundabouts and traffic signals, and transit facility design. John is recognized as an expert in bicycle design and ADA and accessibility design.

OFFICE LOCATION

San Mateo, CA

EXISTING COMMITTED HOURS

80% of available hours (32 hrs/wk) are committed to existing projects.

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, University of Missouri, Columbia

Bachelor of Science, Biology, Drury University

Professional Engineer in California (No. 68897)

RELEVANT EXPERIENCE

- City of Dublin, Dublin Boulevard-North Canyons Parkway Extension Design Review and Project Coordination Services Dublin, CA – Project Manager
- City of Dublin, Dougherty Road Improvements Dublin, CA – Project Manager
- City of Dublin, Safe Routes to School Crosswalk and Curb Ramp Improvement Projects and Traffic Signal Modifications Dublin, CA – Principal-in-Charge
- Town of Moraga, PS&E and Environmental for St. Mary's Rd Double Roundabouts Moraga, CA – Principal- in-Charge/Project Manager
- City of San Rafael, Andersen Drive Grade Crossing Improvements San Rafael, CA – Project Manager
- Town of San Anselmo, San Francisco Boulevard Demonstration Project for Traffic Calming and Bioretention Town of San Anselmo, CA – Project Manager
- City of Santa Rosa, Bicycle and Pedestrian Gap Closures at Piner Road and Dutton Avenue Santa Rosa, CA – Principal-in-Charge
- City of San Jose, 2019 Pavement Rehabilitation Project San Jose, CA – Project Manager
- City of Burlingame, Carolan Avenue Complete Street Burlingame, CA – Project Manager
- City of Marina, Imjin Parkway Widening Project Marina, CA – Project Manager
- County of Contra Costa, Byron Highway and Camino Diablo Intersection Improvements Contra Costa County, CA – Project Manager

PRASANNA MUTHIREDDY, P.E.

QC/QA Manager

Prasanna has over 20 years of professional engineering design and management experience. She has led several critical and challenging transportation infrastructure projects from the planning phase through design and construction. She has designed improvements for various county and city agencies including Contra Costa County, Alameda County Transportation Commission, Santa Clara Valley Transportation Authority, City of Dublin, and Metropolitan Transportation Commission. Her expertise includes the development and delivery of complex and critical transportation projects through the Caltrans process. She has worked on several projects that include preparing planning level, project initiation, and project approval documents; alternative analysis; environmental clearance (CEQA and NEPA); traffic studies (TEPA and TOAR); plans, specifications & estimates (PS&E) packages; and engineering technical reports. For many of the projects involving the preparation of PS&E packages, she also provided design services during construction.

OFFICE LOCATION

Pleasanton, CA

EXISTING COMMITTED HOURS

85% of available hours (34 hrs/wk) are committed to existing projects.

PROFESSIONAL CREDENTIALS

Master of Science, Transportation Engineering, University of California, Davis

Bachelor of Science, Civil Engineering, Osmania University, India

Professional Engineer in California (No. 78942)

RELEVANT EXPERIENCE

- MTC, SR 37 PSR-PDS and Design Alternative Assessment (DAA) Marin and Sonoma County, CA – Project Engineer
- Alameda CTC, SR 262 Mission Blvd Cross Connector PA&ED Fremont, CA – Project Engineer
- Alameda CTC, I-880 Interchange Improvements (Winton Ave/A St) PID and PA&ED Hayward and Union, CA – Support Services Lead
- Town of Moraga, PS&E and Environmental for St. Mary's Rd Double Roundabouts Moraga, CA – Project Manager
- SCCRTC, Route 1 Widening/HOV PA&ED City of Santa Cruz, CA – Project Engineer
- City of Ceres, Mitchell Road/SR 99 PA&ED Ceres, CA – Project Engineer
- VTA, US 101/SR 25 Interchange Improvements Phase 1 PS&E and SR 152 Trade Corridor Santa Clara County, CA – Deputy Project Manager
- County of Contra Costa, Bailey Road PSR/PDS, Bailey Road/SR 4 Interchange PID Contra Costa County, CA – Project Manager
- VTA, Santa Clara I-280 Corridor Study Santa Clara County, CA – Project Engineer
- SCCRTC, Highway 1 Auxiliary Lanes (State Park Drive to Freedom Boulevard) Aptos, CA – Project Manager
- County of San Mateo, I-280 Alpine Road Corridor Study Project San Mateo County, CA – Project Engineer
- MTC, I-880 Express Lanes Oakland, CA – Project Engineer

CONNER L'HOMMEDIEU, EIT

Roadway Design | Complete Streets

Conner's diverse experience as a project engineer and deputy project manager encompasses all aspects of public improvements including local roadways, multimodal improvements, state highways, and bicycle and pedestrian trail projects. For over six years, he has worked on all aspects of roadway design including utility, grading and drainage, storm water quality, and geometric design. He has successfully prepared local public work improvements including plans, specifications, and estimates for roadway and other local improvements for municipalities throughout California. He is well versed in the incorporation of multimodal facilities complying with the latest design standards including ADA requirements, NACTO design guidelines, AASHTO design guidelines, and Caltrans HDM and Standard Plans.

OFFICE LOCATION

Pleasanton, CA

EXISTING COMMITTED HOURS

70% of available hours (28 hrs/wk) are committed to existing projects.

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, California State Polytechnic University, Pomona

Engineer-in-Training in California (No. 166220)

RELEVANT EXPERIENCE

- City of Dublin, Dublin Slide Repair at Dougherty Hills Open Space
  Dublin CA – Project Engineer
- City of Sunnyvale, Safe Routes to School Neighborhood Improvements
  Sunnyvale, CA – Project Engineer
- Alameda CTC, San Pablo Avenue Safety Improvements Project
  Alameda County, CA – Project Engineer
- County of San Mateo, Santa Cruz Avenue Corridor Improvements
  Menlo Park, CA – Project Engineer
- City of Oakland, East 12th Street Bikeways Oakland, CA – Project Engineer
- City of Union City, Union City Boulevard Bike Lanes Union City, CA – Project Engineer
- City of San Leandro, MacArthur Boulevard/Superior Avenue Roundabout
  San Leandro, CA – Project Engineer*
- City of El Cerrito, Del Norte TOD Complete Streets Project El Cerrito, CA – Project Engineer*
- City of Antioch, L Street Bikeway and Landscape Improvement Project
  Antioch, CA – Project Engineer*
- City of Fremont, I-880 Pedestrian and Bicycle Overcrossing Feasibility
  Study, Fremont, CA – Project Engineer*

**Work performed prior to joining Kimley-Horn*

SEAN HOUCK, P.E.

Roundabout Design

Sean is a principal engineer with over 25 years of success in the development and delivery of transportation projects for state and local agencies throughout California. Sean's project experience includes the planning and design of urban highway interchanges, urban arterials and collectors, road diet and complete street projects, conventional highways, as well as rail and transit facilities. For the past 20 years, Sean has specialized in the planning and design of roundabouts and other innovative intersection solutions. His extensive roundabout experience includes the planning, design, construction support, research, and in-service reviews of mini, single lane, and multi-lane roundabouts at over 500 locations across the country.

OFFICE LOCATION

Sacramento, CA

EXISTING COMMITTED HOURS

65% of existing hours (26 hrs/wk) are already committed.

PROFESSIONAL CREDENTIALS

Master of Science, Civil Engineering, California State University, Long Beach

Bachelor of Science, Civil Engineering, California State University, Long Beach

Professional Engineer in California (No. 59500)

RELEVANT EXPERIENCE

Roundabout Policy and Planning / Corridor Studies / Intersection Control Evaluations (ICE)

- City of Folsom, Roundabout First Study and Policy Folsom, CA – Roundabout Expert
- City of Seaside, City-Wide Intersection Control Evaluation Study Seaside, CA – Project Manager
- City of Folsom, City-Wide Intersection Control Evaluation Study Seaside, CA – Roundabout Engineer
- City of Fairfield, Roundabout Guide and Policy Update Fairfield, CA – Project Manager
- County of San Luis Obispo, SR 277 Corridor Study (4 Roundabouts), San Luis Obispo, CA – Project Manager
- Transportation Agency of Monterey County (TAMC), SR 68 Scenic Highway Plan Study Monterey County, CA Project Manager

Roundabout On-Call Peer Review / Design / ICE

- City of Hollister, On-Call Roundabout Peer Review Hollister, CA – Project Manager
- City of Lincoln, On-Call Roundabout Peer Review Services Lincoln, CA – Project Manager
- City of Tracy, On-Call Roundabout Peer Review Services Tracy, CA – Roundabout Engineer
- City of Salinas, 2017-Current On-Call for Roundabout Civil and Project Management Tasks– Multiple Locations Salinas, CA – Project Manager

Active Transportation and Bicycle Priority Corridors

- City of Seaside, Broadway Active Transportation Corridor Seaside, CA – Project Manager

BEN HUIE, P.E.

Traffic Engineering, Planning, and Studies

Ben is a transportation engineer with more than 17 years of experience in traffic impact studies, corridor studies, intersection control evaluations, parking studies, and congestion performance monitoring. Ben is a project manager with experience working with public and private sector clients. He has worked on projects with agencies throughout the Bay Area, including the City of Dublin. His technical expertise and management style have resulted in the successful completion of projects on-time, on-budget, and of high quality.

OFFICE LOCATION

Pleasanton, CA

EXISTING COMMITTED HOURS

70% of available hours (28 hrs/wk) are committed to existing projects.

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil and Environmental Engineering, University of California, Berkeley

Professional Engineer in California (No. 76682)

RELEVANT EXPERIENCE

- At Dublin Mixed-Use Project EIR Dublin, CA – Project Engineer
- SCS Dublin Mixed-Use Project EIR Dublin, CA – Project Engineer
- Moller Ranch Traffic Impact Study Dublin, CA – Project Engineer
- East Ranch Traffic Impact Study Dublin, CA – Project Engineer
- New Dublin High School Peer Review, Dublin, CA – Project Manager
- Westin Hotel Traffic Study and CEQA Dublin, CA – Project Engineer
- Central Parkway Crossing Study Dublin, CA – Project Engineer
- East Dublin Traffic Impact Fee Concept Review Dublin, CA – Project Manager
- Downtown Dublin Hines Traffic Impact Study Dublin, CA – Project Manager
- Downtown Dublin Specific Plan Local Transportation Analysis Dublin, CA – Project Manager
- Downtown Dublin Specific Plan Update 2023 Dublin, CA – Project Engineer
- Dublin Kaiser Commercial Traffic Study Dublin, CA – Project Manager
- St Raymond Church Food Bank Review, Dublin, CA – Project Manager
- Dougherty Road Improvements Project Dublin, CA – Project Engineer
- Homestead Road Safe Routes to School Sunnyvale, CA – Project Engineer
- Pacheco Boulevard Alignment Study and Alternatives Analysis Martinez, CA – Project Engineer
- Traffic Impact Fee Program Fremont, CA – Project Engineer
- On-Call Traffic Engineering Consulting Services Sunnyvale, CA – Project Engineer
- On-Call Transportation Services Hollister, CA – Project Engineer
- Environmental On-Call Services, East Palo Alto, CA – Project Engineer

NIKITA PETROV, P.E.

Signal, Lighting, and Electrical

Nikita is a professional engineer with over 16 years of experience working on variety of transportation projects. His experience includes ITS design, traffic signal design and modification, roadway design, signing and striping design, complete streets design, street lighting design, fiber and copper communication design, staff extension, environmental procurement, traffic analysis and studies, traffic signal timing, speed surveys, and many more. His work on traffic signal design and modification includes over 200 traffic signals throughout Northern California. His involvement in traffic signal timing includes over 2000 signals throughout Bay Area and surrounding counties. Nikita is a seasoned project manager with proven record of delivering quality services which has resulted in great working relationship with clients and continuous repeat work.

OFFICE LOCATION

San Jose, CA

EXISTING COMMITTED HOURS

85% of available hours (34 hrs/wk) are committed to existing projects.

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, University of California, Los Angeles

Professional Engineer in California (No. 80570)

RELEVANT EXPERIENCE

- Safe Routes to School Improvements Project Dublin, CA – Project Manager
- Golden Gate Drive Improvements Project Dublin, CA – Project Manager
- Dublin Boulevard Fiber Optics and Battery Backup Installation Project Dublin, CA – Project Manager
- NEXTGEN Dublin Boulevard Field Elements Project Dublin, CA – Project Manager
- San Ramon Arterial Management Project Dublin, CA – Project Manager
- Citywide Pedestrian Crossing Study Dublin, CA – Project Manager
- Citywide Yellow Interval Study Dublin, CA – Project Manager
- Communication Master Plan Update Dublin, CA – Project Engineer
- Dougherty Road Widening and Signal Modifications (5 signals) Dublin, CA – Project Engineer
- Dougherty Road at Mariposa Intersection Modifications Dublin, CA – Project Engineer
- Dublin High School Peer Review Dublin, CA – Project Engineer
- Wolfe Road and Dartshire Way Traffic Signal Design Sunnyvale, CA – Project Manager
- Soquel Drive Bike Lanes and Adaptive Traffic Signal Improvements Santa Cruz County, CA – Project Engineer
- Advanced Dilemma Zone Detection Project Phases I and II Sunnyvale, CA – Project Manager

TYLER WHALEY, P.E., QSD/P, ENV SP

Utilities Design and Green Infrastructure

Tyler has over 20 years of engineering experience on a wide range of projects in the private and public sector. He has managed numerous assignments over the years and has knowledge in wastewater design, stormwater calculations, mitigation, and drainage design and has worked on a variety of projects utilizing these skills, including several specific to the City of Hollister. He has provided technical advice for several sanitation districts and municipal utility departments to form wastewater improvement strategies. Tyler regularly draws upon his experience working on private sector development projects as well as his familiarity with understanding and addressing the needs of multiple stakeholders. His broad range of experience allows him to support various discipline areas in design, project management, plan review, and regulatory compliance.

OFFICE LOCATION

Pleasanton, CA

EXISTING COMMITTED HOURS

80% of available hours (32 hrs/wk) are committed to existing projects.

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil and Environmental Engineering, California State University, Long Beach

Professional Engineer in California (No. 74848)

Qualified Stormwater Pollution Prevention Plan Developer/ Practitioner (No. 74848)

Envision Sustainability Professional

RELEVANT EXPERIENCE

- City of Hollister, On-Call Plan Review Hollister, CA – Project Manager
- City of Hollister, Extension of Staff Services Hollister, CA – Senior Engineer
- City of Hollister, Sally Street Traffic Calming Project Hollister, CA – Project Engineer
- City of Hollister, Trash Capture Projects H10 and I12 Hollister, CA – Senior Engineer
- City of Hollister, Utility Capital Improvement Project (CIP) Groups 3-6 Hollister, CA – Project Manager
- City of Lincoln, East Joiner Parkway Widening Project, Lincoln, CA – Project Engineer
- City of Rocklin, Rocklin Road at Pacific Street Roundabout Project Rocklin, CA – Project Engineer
- City of Marina, Imjin Parkway Widening Project Marina, CA – Project Engineer
- Monterey County, King City Courthouse Parking Lot Rehab King City, CA – Project Manager
- King City, Broadway Street Bulb Out Improvements King City, CA – Senior Engineer
- City of Gonzales, Infrastructure and Facilities Master Plans Gonzales, CA – Project Engineer
- Santa Clara Valley Transportation Authority (SCVTA), Bascom Avenue Complete Streets Project (I-880 to Hamilton Avenue) Design San Jose, CA – Senior Engineer
- City of Union City, Union City Boulevard Bike Lane—Drainage and Bioretention Design Union City, CA – Senior Engineer

MARK FALGOUT, P.E., LEED AP, QSD/P

Public Works Staff Augmentation

Mark has 25 years of experience in civil engineering design and project management in Northern California. Mark also has experience with plan reviews and staff augmentation, and public works project experience that includes plan-check services and preparation of PS&E for public roadway, water, sewer, and drainage infrastructure improvements. He is experienced in coordinating and gaining approvals from local cities, counties, state and federal agencies, and special districts, including the City of Dublin.

OFFICE LOCATION

Pleasanton, CA

EXISTING COMMITTED HOURS

70% of available hours (28 hrs/wk) are committed to existing projects.

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, California State University, Chico

Professional Engineer in California (No. 63394)

Qualified Stormwater Pollution Prevention Plan Developer/ Practitioner

(No. 00423)

Leadership in Energy and Environmental Design Accredited Professional

RELEVANT EXPERIENCE

- City of Dublin, On-Call Engineering Services Dublin, CA – Project Manager
- City of Dublin, Jordan Ranch Residential Development Dublin, CA – Project Manager*
- City of Dublin, Fallon Crossing Dublin, CA – Project Manager*
- City of Hollister, Development Review Services Hollister, CA – Project Manager
- City of Hollister, Extension of Staff Services Hollister, CA – Project Manager
- City of Hollister, Buena Vista Traffic Calming PS&E Hollister, CA – Project Manager
- City of Hollister, Sally Street Traffic Calming Project Hollister, CA – Project Manager
- City of Hollister, San Benito River Park Trail Hollister, CA – Project Manager
- City of Hollister, Hillcrest Storm Drain and Sewer Upsizing Project Hollister, CA – Project Manager
- City of Monterey, 2023 Staff Augmentation Services Monterey, CA – Project Manager
- City of San Carlos, On-Call Development Review Services San Carlos, CA – Project Engineer
- City of Gonzales, Infrastructure Master Plan Gonzales, CA – Project Engineer
- City of Oakland, Oakland Army Base Backbone Infrastructure Master Planning Oakland, CA – Senior Project Engineer*
- City of Hercules, Sycamore Avenue Realignment Hercules, CA – Project Manager*
- County of Contra Costa, Roadway Improvements Contra Costa County, CA – Project Manager*
- LGB Real Estate Companies, LLC, Shops at Hilltop Richmond, CA – Project Manager

SHADIE AZAB, P.E., QSD/P

CIP Plan Check Review

Shadie has more than 22 years of civil engineering experience in a variety of land development projects. His fine technical skills in detailed grading, accessibility, drainage, and wet utilities, among other day-to-day land development essentials, make him a valuable resource in many public and private improvement projects. Shadie has led many successful projects with heavy interaction and coordination with other consultants such as architects, landscape architects, structural engineers, electrical engineers, and dry utility consultants. His projects have included street and/or sidewalk widening, on-street parking, streetscape, curb ramps, speed tables, etc. Shadie has served multiple jurisdictions for plan check services and preparation of design, plans, specifications, and estimates for public roadway, utilities, and drainage infrastructure improvements. He has extensive background with preparing plans in all phases from entitlement through construction, as well as accompanying land development and construction related duties such as SWPPPs, water pollution control plans, and stormwater management plans.

OFFICE LOCATION

Pleasanton, CA

EXISTING COMMITTED HOURS

85% of available hours (34 hrs/wk) are committed to existing projects.

PROFESSIONAL CREDENTIALS

Bachelor of Science, Architectural Engineering and Urban Planning, Ain Shams University, Cairo, Egypt

Professional Engineer in California (No. 71590)

Qualified Stormwater Prevention Pollution Plan (SWPPP) Developer/Practitioner in California (No. 20294)

RELEVANT EXPERIENCE

- City of Hollister, On-Call Engineering Services Hollister, CA – Plan Check Engineer
- Town of Danville, El Pintado Road Drainage Improvement Project Danville, CA – Project Manager
- Town of Danville, Downtown Master Plan Catalyst Project Danville, CA – Project Manager
- City of Oakland, Bellevue Avenue and Lake Merritt Pathway Improvements, Oakland, CA – Project Engineer
- City of Oakland, Telegraph Avenue and Grand Avenue Improvements for Moxy Hotel Oakland, CA – Project Manager
- City of Oakland, On-Call Engineering Services Civil (Tier II) Oakland, CA – Project Engineer
- City of Hayward, Main Street and McKeever Avenue Improvements for Main and City of Hayward, Federal Surface Transportation Assistance Act (STAA) Truck Route Improvements Hayward, CA – Project Engineer
- City of San Rafael, On-Call and Staff Support (Project Management Services) San Rafael, CA – QC/QA Reviewer
- City of San Rafael, Boyd Memorial Park Drainage and Accessibility Improvements San Rafael, CA – Project Engineer
- City of Fairfield, Grange Middle School/East Tabor Safe Route to School Fairfield, CA – Project Engineer

TIM MILLER, P.E.

Pavement Management

Tim is an experienced project manager and pavement engineer who brings a deep pavement engineering and pavement assessment background to the team. Throughout his 17-year professional career, Tim has focused on pavement condition assessments and forensic evaluations for a diverse group of clients, including public agencies of all sizes, the Federal Highway Administration (FHWA), state DOTs, the Department of Defense, and commercial and general aviation airports. Having personally conducted hundreds of roadway pavement forensic investigations, Tim is skilled at interpreting pavement conditions and determining appropriate rehabilitation strategies. Tim is a national leader in providing pavement engineering services and currently serves on the Transportation Research Board's Committee on Pavement Condition Evaluation (AKP10) and is a member of other national pavement-related committees.

OFFICE LOCATION

Sacramento, CA

EXISTING COMMITTED HOURS

80% of available hours (32 hrs/wk) are committed to existing projects.

PROFESSIONAL CREDENTIALS

Master and Bachelor of Science, Civil and Environmental Engineering, University of Wisconsin, Madison

Professional Engineer in California (No. 82327)

Transportation Research Board (TRB) Committee on Pavement Condition Evaluation (AKP10), Member and Secretary

ASTM International, Technical Committee E-17 on Pavement-Pavement Systems, Member

RELEVANT EXPERIENCE

- City of Hollister, Annual Pavement Preservation Projects Hollister, CA – Project Engineer
- City of Hollister, Pavement Management Program Hollister, CA – Project Manager
- City of Monterey, On-Call Services (Pavement Management Program Update) Monterey, CA – Project Manager
- City of Citrus Heights, Greenback Lane Complete Streets Improvements Project - Sunrise Boulevard to Fair Oaks Boulevard Citrus Heights, CA – Senior Project Engineer
- City of Citrus Heights, Refuse Vehicle Pavement Impact Study Citrus Heights, CA – Project Manager
- City of Folsom, Blue Ravine Road Pavement Condition Investigation and Rehabilitation Analysis Folsom, CA – Project Manager
- City of Oakland, Broadway Transit and Pedestrian Safety Improvement Project Oakland, CA – Senior Pavement Engineer
- City of Union City, Union City Boulevard Bike Lane Improvements Union City, CA – Senior Project Engineer
- City of Marina, Reservation Road Pavement Rehabilitation Marina, CA – Project Manager
- City of Capitola, Highway 1 Bike Lanes Design and Clares Street Traffic Calming Capitola, CA – Quality Manager
- City of Fairfield, On-Call Engineering Projects for Capital Improvement Program Projects Fairfield, CA – Project Engineer
- City of Fairfield, Pavement Maintenance Progra Fairfield, CA – Senior Pavement Engineer

JOE ARROYO, P.E.

Caltrans LAPM and Federal Funding Category

Joe has more than ten years of experience in various elements of electrical design. He has worked on traffic signal projects, including modification of existing signals and design of new systems. Joe has experience with communications infrastructure design and planning of long-term infrastructure assets as well as lighting design. Through these projects, Joe has also gained extensive experience in getting projects approved through Caltrans Local Assistance Process, including providing support in completing right-of-way certifications, utility relocation outreach, DBE determination forms, and Request for Authorization packages. In addition to his design experience, Joe has extensive experience with field verification and construction support; he has provided responses to RFIs, prepared contract change orders, and coordinated with contractors on resolving construction issues in the field. Joe has led a variety of projects from a conceptual design stage to construction and has prepared accompanying construction documents for these projects, including engineering cost estimates and special provisions and technical specifications.

OFFICE LOCATION

Oakland, CA

EXISTING COMMITTED HOURS

70% of available hours (28 hrs/wk) are committed to existing projects.

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, Northeastern University

Professional Engineer in California (No. 88456)

RELEVANT EXPERIENCE

- County of Ventura, Ventura County Traffic Signal & Safety Improvements Ventura County, CA – Project Engineer
- City of Vallejo, HSIP Cycle 9 Hybrid Pedestrian Beacon Design Services Vallejo, CA – Project Engineer
- City of Cupertino, De Anza Blvd and McClellan Road/Pacifica Drive Intersection Modifications Cupertino, CA – Project Engineer
- City of Sunnyvale, Safe Routes to School Improvements on Maude and Sunnyvale Avenues Sunnyvale, CA – Project Engineer
- City of Stockton, Install Left-Turn Signals at Three Intersections Stockton, CA – Project Engineer
- City of Stockton, Install Left-Turn Lanes at Airport Way and Hazelton Avenue Stockton, CA – Project Engineer
- City of Stockton, West Lane Traffic Responsive System Stockton, CA – Project Engineer
- City of Monterey, Del Monte and Casa Verde Recreation Trail Crossing Intersection Improvement Project Monterey, CA – Project Analyst
- City of Monterey, North Fremont Bike and Pedestrian Access and Safety Improvements Project Monterey, CA – Project Analyst

DANAE HALL, AICP

CEQA, NEPA, Permitting, and Planning

Danae has been responsible for the management and analysis of EIRs and other environmental documents under CEQA and NEPA for clients throughout the Bay Area. Her work has focused on land use development and transportation projects, with an emphasis on advancing climate change solutions, while still balancing the development interests of her clients. In addition to project management, she has been responsible for public presentations, community outreach activities, and project event organization.

OFFICE LOCATION

Oakland, CA

EXISTING COMMITTED HOURS

65% of available hours (24 hrs/wk) are committed to existing projects.

PROFESSIONAL CREDENTIALS

Master of Science, Environmental Management, University of San Francisco

Bachelor of Arts, Economics, California State University, Chico

American Institute of Certified Planners (No. 31970)

RELEVANT EXPERIENCE

- MTC, Bay Bridge Forward I-580 HOV Extension Project San Francisco/ Oakland, CA – Environmental Lead
- Napa County, Napa Valley Vine Trail Yountville to St. Helena Napa County, CA – Environmental Lead
- Vine Trail Coalition, Napa Valley Vine Trail Calistoga to St. Helena Napa County, CA – Environmental Planner
- VTA, Bascom Avenue Complete Streets Project San Jose, CA – Environmental Lead
- LA Metro, LA ART Project Los Angeles, CA – Environmental Lead
- East Bay Regional Parks District, Martinez Bay Trail Gap Closure – Environmental Lead
- Prologis, 7825 San Leandro Street Project Oakland CA – Environmental Lead
- City of Atherton, Alameda de Pulgas Traffic Safety Improvements Project Atherton, CA – Environmental Lead
- Montecito Development, 555 Sally Ride Drive Project Contra Costa County, CA – Project Manager
- City of Pittsburg, On-Call Environmental Consultant Services Pittsburg, CA – Project Manager
- City of Foster City, On-Call Environmental Consultant Services Foster City, CA – Project Manager
- City of Hayward, On-Call Environmental Consulting Services Hayward, CA – Project Manager
- City of Tracy, Infrastructure Master Plans Environmental Documentation Tracy, CA – Project Manager
- City of Tracy, Tracy Hills Specific Plan, Various Amendments Tracy, CA – Project Manager
- City of Tracy, Cordes Ranch Specific Plan, Various Amendments Tracy, CA – Project Manager

ALEX CALDER, PLS

Surveying and Mapping Services

Alex has 18 years of experience in land surveying and project management, providing services to both public and private sector clients alike. Alex has extensive experience managing staff augmentation and consulting service agreements encompassing standard production work deliverables and public capacity reviews of the project's land surveying work product including tentative maps, parcel and final maps, legal descriptions, lot line adjustment, lot mergers, and more. His passionate approach to providing services is an asset to our clients, and he has a proven track record of continued performance.

OFFICE LOCATION

Sacramento, CA

EXISTING COMMITTED HOURS

70% of available hours (28 hrs/wk) are committed to existing projects.

PROFESSIONAL CREDENTIALS

Bachelor of Science, Geomatics Engineering, California State University, Fresno

Professional Land Surveyor in California (No. 8863) and Washington (No. 5641)

RELEVANT EXPERIENCE

- City of Agoura Hills, On-Call Land Surveying Services and Staff Augmentation Agoura Hills, CA – Project Manager
- City and County of San Francisco Department of Public Works, On-Call Land Surveying Services and Staff Augmentation San Francisco, CA – Project Manager/Principal-in-Charge*
- City of Half Moon Bay, On-Call Land Surveying Services and Staff Augmentation Half Moon Bay, CA – Project Manager*
- City and County of San Francisco Public Utilities Commission, On-Call Land Surveying Services San Francisco, CA – Project Surveyor*
- VTA, On-Call Land Surveying Services Santa Clara County, CA – Project Manager/Principal-in-Charge*
- Stanislaus County, On-Call Land Surveying Services Stanislaus County, CA – Project Manager/Principal-in-Charge*
- Parkmerced Development Project San Francisco, CA – Project Manager/Principal-in-Charge*
- Treasure Island Development Project San Francisco, CA – Project Manager/Principal-in-Charge*
- Brooklyn Basin Development Project Oakland, CA – Project Manager/Principal-in-Charge*
- Baylands Development Project Brisbane/San Francisco, CA – Project Manager/Principal-in-Charge*
- Corporate Campus Projects San Bruno, Redwood City, Mountain View, Sunnyvale, CA – Project Manager/Principal-in-Charge*

**Work performed prior to joining Kimley-Horn*

JENNA MCDAVID

EV Charging and Fleet Electrification

Jenna has nearly 25 years of experience in clean energy and clean transportation. She specializes in delivering data-driven insights to support strategic decision-making. Her current and recent engagements focus on strategies to support deployment of light-, medium-, and heavy-duty EVs and on EV charging infrastructure siting optimization strategies. A recognized leader in the energy industry, Jenna serves as Vice President of the Board of Directors for the Association of Women in Water, Energy, and Environment (AWWEE) and Treasurer of the Board of Directors for the International Energy Program Evaluation Conference (IEPEC). At recent industry events, she has moderated EV sessions and presented research on program optimization and grid-enabling technologies to support EVs. Additionally, Jenna served two consecutive terms as Commissioner on Energy Use and Climate Change for the City of Somerville, MA, and as Expert Advisor to the California Public Utilities Commission in support of their Long-Term Energy Efficiency Strategic Plan.

OFFICE LOCATION

Oakland, CA

EXISTING COMMITTED HOURS

80% of available hours (32 hrs/wk) are committed to existing projects.

PROFESSIONAL CREDENTIALS

Master of Arts, Environmental Science and Policy, Clark University

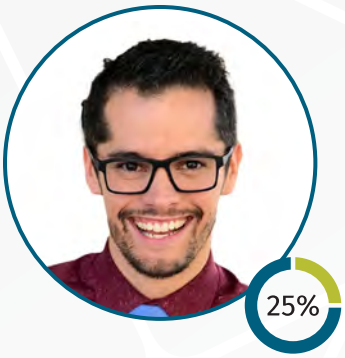
Bachelor of Arts, Environmental Science and Policy, Clark University

Women of Electric Vehicles (WEVs), Bay Area Chapter, Co-Chair

RELEVANT EXPERIENCE

- Arlington County, VA, Carbon Neutral Transportation Master Plan and Five-Year Action Plan Arlington County, VA – Project Manager
- San Diego Association of Governments (SANDAG), Regional EV Charger Management Strategy San Diego Region, CA – Technical Advisor
- City of Mesa, EV Charging Infrastructure Master Plan Mesa, AZ Technical Advisor
- City of Salt Lake, Fleet Electrification Plan Salt Lake City, UT – Technical Advisor
- City of Laguna Niguel, EV Charging Station Policy and Program Study Laguna Niguel, CA – Technical Advisor
- University of California, Davis, Fleet Management Plan Davis, CA – Technical Advisor
- Davidson College, EV Charging Infrastructure Deployment Strategy Davidson, NC – Technical Advisor
- Confidential Private Client, EV Charger Infrastructure Strategy and Site Design Nationwide, U.S. – Program Manager
- Gables Residential Development, EV Charging Infrastructure Deployment Strategy Nationwide U.S. – Technical Advisor
- Confidential Client, DC Fast Charging Hub Deployment Support for Medium- and Heavy-Duty Vehicles Nationwide U.S. – Technical Advisor
- NV Energy, Fleet Customer Needs Assessment and Program Optimization Study NV Energy Electric Service Territory, NV – Principal-in-Charge and Lead Investigator*

**Work performed prior to joining Kimley-Horn*



LUCAS TEANI, P.E.

EV Charging and Fleet Electrification

Lucas is a civil engineer with experience in providing engineering and design development services for projects that include small site commercial (QSR), accessibility compliance, stormwater compliance, and electric vehicle (EV) charging stations. Lucas is effective at communicating with clients, working with consultant teams to produce a high-end product, and working with jurisdictional review teams to expediate the review and approval process. Lucas' current responsibilities include project management and regional program management for national private clients. His experience is based on sound capabilities in site feasibility and design, EV station placement selection, EV planning and design, site retrofit design for EV stations, site planning, site accessibility analysis and design, drainage design, stormwater quality design, earthwork analysis, and permitting.

OFFICE LOCATION

San Antonio, TX

EXISTING COMMITTED HOURS

75% of available hours (30 hrs/wk) are committed to existing projects.

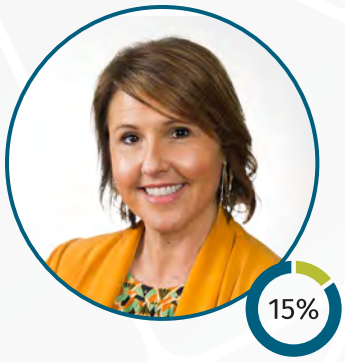
PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, California State Polytechnic University, Pomona

Professional Engineer in California (No. 89564), Texas (No. 140050), and Hawaii (No. 19154)

RELEVANT EXPERIENCE

- McDonald's Dublin, CA – Project Manager
- Confidential EV Client, Automotive Fleet Maintenance Facilities Multiple Locations, CA, TX, and FL – Project Manager
- Confidential EV Client, EV Charging Stations Multiple Locations, US – Regional Manager
- Confidential E-Commerce Client, EV Site Design and Future Planning Multiple Locations, US – Project Manger
- Raising Cane's Multiple Locations, CA and TX – Project Manager
- Target, National ADA Site Analysis and Redesign Multiple Locations, US – Project Manager
- Chase Bank, ADA Site Analysis and Redesign Multiple Locations, US – Project Manager
- McDonald's Restaurants Multiple Locations, US – Project Manager
- CEFCO Multiple Locations, TX – Project Manager



BRANDI CHILDRESS

Public Outreach

Brandi brings 24 years of experience in stakeholder engagement, community involvement, and strategic communications within the transportation industry. She has led successful teams and a long list of varied projects by prioritizing strong partnerships, connection, collaboration, and early and active public engagement throughout all phases of a project's delivery process. Brandi's most recent projects include a traffic/safety study for the City of Milpitas, a pedestrian/bike facility project for the City of Sunnyvale, transit reliability study for Santa Cruz METRO, and corridor crossing strategy plan for Caltrain where she is leading the community outreach and stakeholder engagement work. Prior to joining Kimley-Horn, Brandi grew her public involvement career with the Santa Clara VTA since 2001, serving as Chief Media Spokesperson and Public Affairs Manager before ultimately promoting to Chief of Staff to the General Manager. Her deep roots in public service have allowed her to creatively implement transportation improvements with and for communities who need them most.

OFFICE LOCATION

San Jose, CA

EXISTING COMMITTED HOURS

85% of available hours (34 hrs/wk) are committed to existing projects.

PROFESSIONAL CREDENTIALS

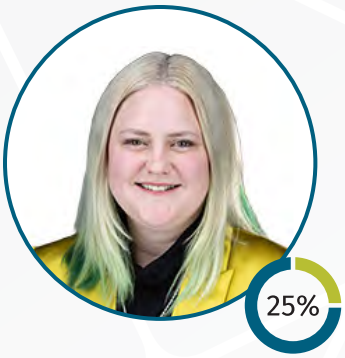
Master of Science, Transportation Management, San Jose State University, San Jose

Bachelor of Science, Business Administration, California State University, Stanislaus

RELEVANT EXPERIENCE

- City of Milpitas, Traffic & Safety Project Milpitas, CA – Public Engagement
- City of Sunnyvale, Tasman Drive Pedestrian/Bike Facility Installation Sunnyvale, CA – Public Engagement
- City of San Pablo, San Pablo Avenue Bridge Replacement Project San Pablo, CA – Public Engagement
- Town of Castroville, Community Plan Update Castroville, CA – Public Engagement
- Santa Cruz METRO, Watsonville-Santa Cruz Intercity Transit Speed and Reliability Study Santa Cruz, CA – Public Engagement
- Caltrain, Diridon Intermodal Station San Jose, CA – Strategic Advisement, Planning Support
- Caltrain, Corridor Crossings Strategy San Jose, CA – Strategic Advisement, Planning Support
- San Francisco County Transportation Authority San Francisco, CA – Media Relations
- San Mateo County Transportation Authority, US101/SR92 Interchange Project San Mateo, CA – Public Engagement
- VTA's BART Silicon Valley Program (Phase I and II) – Public Affairs*
- VTA's Silicon Valley Express Lanes Program – Public Affairs*
- VTA's Transit Service Network Redesigns (2008 and 2019) – Public Affairs*
- Complete Streets Programs Santa Clara County, CA – Public Engagement*

**Work performed prior to joining Kimley-Horn*



MOLLY TREMBLAY

Grant Writing and Funding Research

Molly is a young professional with a passion for projects that benefit communities through safety, equity, and active transportation focused design. She has more than 10 years of experience in multidisciplinary municipal and transportation projects, as well as private site developments. Molly has excellent written and verbal communication skills, and a proclivity for communicating complex design issues to stakeholders and community members. Molly has leveraged this ability into a successful approach to grant writing through passionate storytelling backed by compelling data. Molly has led a variety of state and federal grant applications, winning more than $70M in grant funding over the last 3 years. Molly has been involved in all stages of grant-funded projects, from the initial studies to concept refinement and design and through to construction.

Molly has been involved in a range of projects including planning and final design of bikeways, bicycle and pedestrian facility intersection designs, complete streets, roundabouts, roadway alignments, curb extensions, accessibility upgrades, and parks. Her work with these projects includes intersection control evaluations, safety analysis, public outreach and community workshops, horizontal and vertical design, ADA accessible grading, wet and dry utility plans, and collaborating with clients and local agencies to develop innovative solutions that effectively address design challenges.

OFFICE LOCATION

Sacramento, CA

EXISTING COMMITTED HOURS

75% of available hours (30 hrs/wk) are committed to existing projects.

PROFESSIONAL CREDENTIALS

Bachelor of Science, Business Administration, University of California, San Diego

RELEVANT EXPERIENCE

- City of King, San Antonio Drive Path & Safe Routes to Schools ATP Cycle 6 Grant Application Assistance King City, CA – Grant Writer
- County of Santa Cruz, Clean CA Local Grant Program Watsonville, CA – Grant Writer
- City of Seaside, Broadway Ave Complete Street Corridor RSTP Grant Application Seaside, CA – Analyst
- City of Seaside, Coe Ave. and General Jim Moore Blvd. Intersection Improvements RSTP Grant Application Seaside, CA – Project Analyst
- City of Salinas, Williams Road Safe Street Corridor Project Streets for All (SS4A) Cycle 2 Grant Application Salinas, CA – Grant Writer
- City of King, US 101 & San Antonio Drive Roundabout Improvements Project 2023 RSTP Grant Application Assistance King City, CA – Grant Writer
- City of King, Division Street Bike Lanes Project 2023 Quick-Build RSTP Grant Application Assistance King City, CA – Grant Writer
- City of Seaside, Broadway Ave Complete Street Corridor Seaside, CA – Grant Writer

CHRISTINE M. LEPTIEN-PARKS, P.E., P.L.S.

Surveying and Mapping Services

Christine began working part-time for LCC in 1992 and joined the firm full-time in May of 1996 upon completion of her undergraduate education. She obtained her license to practice civil engineering in February 1999. Since then, she has been directly responsible for the preparation of plans, specifications and estimates for streets, parking lots, parks, utilities, storm drains, and wastewater facilities. Christine has also had extensive field experience as a both a Chainman and a Party Chief on our survey crews over the years, leading her to obtain a license to practice land surveying in August 2003. Christine became a Principal in the firm in February 2008. Christine has been involved in most of LCC's major projects over the last 27 years, and in recent years has led LCC's survey teams as Project Manager on numerous projects. Christine also has over twenty-six (26) years of experience working with AutoCAD and AutoCAD Civil 3D. She is experienced in using a TDS Survey Data Collection and Topcon Data Collection programs along with Topcon Standard and Robotic Total Stations. Christine also has extensively used Topcon RTK and Static GPS equipment for various survey and mapping applications.

OFFICE LOCATION

Martinez, CA

EXISTING COMMITTED HOURS

80% of available hours (32 hrs/wk) are committed to existing projects.

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, San Jose State University, San Jose

Professional Engineer in California (No. 59061)

Professional Land Surveyor in California (No. 7893)

RELEVANT EXPERIENCE

- City of Martinez On-Call City Surveyor Martinez, CA – Consulting City Surveyor
- On-Call Surveying for Contra Costa Water District County of Contra Costa, CA – Principal Surveyor
- Marin County On-Call Surveying Marin County, CA – Principal Surveyor
- City of Orinda On-Call Surveying Orinda, CA – Principal Surveyor
- Heart of Fairfield Rule 20A Project Fairfield, CA – Principal Surveyor
- Sewer Rehabilitation Project Dixon, CA – Principal Surveyor
- Skyview Reservoir Improvements Vallejo, CA – Principal Surveyor
- City of Concord On-Call Surveying Concord, CA Principal Surveyor
- City of Lafayette On-Call Surveying Lafayette, CA – Principal Surveyor
- City of Pleasant Hill On-Call Surveying Pleasant Hill, CA – Principal Surveyor
- State of California Suscol Creek at State Route 29, Napa County Hydraulic Study Napa County, CA – Principal Surveyor
- Brookside Drive Culvert Repair Napa County, CA – Principal Surveyor
- East Bay Regional Park District, On-Call Surveying Alameda County, CA – Principal Surveyor
- City of Berkeley On-Call Surveying Berkeley, CA – Principal Surveyor

SHANE RODACKER, P.E., G.E.

Geotechnical Engineering

Shane has 20+ years of experience with a wide range of challenging projects throughout California. He has managed geotechnical and materials testing services during the design and construction of educational facilities, major transportation, and infrastructure projects, low- to high-rise mixed-use developments, and essential services buildings. A variety of public agencies, design engineers and architects, and private sector clientele rely on his experience and wider project perspective when making decisions regarding project feasibility, foundation systems and site development.

OFFICE LOCATION

Livermore, CA

EXISTING COMMITTED HOURS

80% of available hours (32 hrs/wk) are committed to existing projects.

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, North Dakota State University

Geotechnical Engineer in California (No. 2915)

Professional Engineer in California (No. 63291)

RELEVANT EXPERIENCE

- City of Dublin On-Call Geologic and Geotechnical Services Dublin, CA – Principal Engineer
- City of Pleasanton On-Call Geotechnical Engineering and Materials Testing Pleasanton, CA – Principal Engineer
- City of Brentwood On-Call Construction Materials Testing and Geotechnical Engineering Bentwood, CA – Principal Engineer
- City of Concord On-Call Geotechnical and Environmental Services Concord, CA – Principal Engineer
- Contra Costa County On-Call Geotechnical Engineering Consulting Services Contra County, CA – Principal Engineer

City of Dublin

STATEMENT OF QUALIFICATIONS
Civil Engineering and Surveying Services

April 12, 2024

Submitted By:
NCE
1003 West Cutting Blvd., Suite 110
Richmond, CA 94804
(510) 215-3620

Reno | Lake Tahoe | Point Richmond | Oakland | Sacramento | Fountain Valley | Scottsdale

April 12, 2024

Julius Pickney, Management Analyst II
100 Civic Plaza
Dublin, CA 94568

Cover Letter – Statement of Qualifications for Civil Engineering and Survey Services (Design Services)

Dear Ms. Pickney and Members of the Selection Committee:

NCE is excited and ready to deliver capital improvement projects with the City of Dublin (City). We recognize that as the City ages and expands, streets, trails, parks, buildings, and utility infrastructure require construction and rehabilitation to support multi-modal transportation, commerce, recreation, and the general needs of the community. The NCE team sees our primary role for this on-call service area to be a partner with the City in providing technical solutions and implementing designs that will support future capital improvement projects. We know that City staff are busy and therefore need a consultant team that is highly qualified, responsive, self-initiating, and capable of moving design projects forward with less effort and time from City staff.

As the City moves forward with its capital improvement program, various projects related to street resurfacing, complete streets, bicycle and pedestrian facilities, parks, trash capture, trails, green stormwater infrastructure, and pavement management will arise. The City expects that its consultants will assist in completing successful projects, which exceed the expectations and needs of the City and its staff.

We have well-qualified staff and teaming partners to help execute well-informed and planned projects where the team anticipates any potential hurdles or critical decision factors to minimize unwanted surprises. NCE will give the City the appropriate attention to help manage the project, especially when City staff time is limited. NCE has been working closely with the City on its pavement management to optimize funding levels, treatment strategies and street selection in addition to the design, permitting and environmental documents for the Iron Horse Trail and Open Space. The NCE team provides the following benefits and features:

- Interdisciplinary, collaborative team of engineers, scientists, planners, and landscape architects to work with projects from conception, regulatory compliance and permitting, environmental documents, through design, and construction monitoring.
- Responsive and proven technical advisors available to City staff with in-depth knowledge and experience in all facets of engineering including applicable local, state, and federal standards.
- Tailored designs that balance practical and buildable solutions, sustainability and green infrastructure, multimodal transportation needs, safety, and community needs and input.
- Integrated pavement management, research, and design for thousands of roadways including complete street design throughout California.

The NCE team has the technical expertise, depth of resources, and desire to assist the City with your civil engineering projects. As a principal with NCE, I am authorized to sign contracts on behalf of NCE and will serve as the point of contact for questions. I can be reached at (510) 215-3620 or at rshafer@ncenet.com. Jenny Van Dyke, PE NCE's proposed Project Manager can be reached at (510) 215-3620 x314 or at jvandyke@ncenet.com.

Sincerely,

NCE

J. Ryan Shafer, PE, GE
Principal

Jenny Van Dyke, PE
Project Manager

1003 W. Cutting Boulevard, Suite 110
Pt. Richmond, CA 94804
(510) 215-3620

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Qualifications and Experience of the Firm

Founded in 1990, NCE is a client-focused professional consulting firm integrating the disciplines of engineering, science, and planning to address the infrastructure and resources challenges facing our communities today and in the future. Over 85% of NCE's work is with local public entities. This contract will be managed from our Richmond office, which is located about 45 minutes from the City. The NCE team developed the preliminary master plan and prepared construction design plans, specifications, and engineer's cost estimate (PS&E) for trail connections and recreational amenities adjacent to the City's Iron Horse Trail and Open Space. We recently worked with the City to update its pavement management program (PMP) and prepared a Council presentation with various budgetary analyses, which resulted in Council approving an additional $2.0 million per year for street resurfacing and rehabilitation.

Civil Engineering: NCE's Civil Engineering team has extensive experience developing PS&E for municipal facilities and amenities, as well as local and state transportation projects. It is a fundamental goal of NCE to produce high quality work deliverables, by following rigorous quality control procedures and standard design guidelines and requirements, while maintaining a reputation for timely service. Projects include multi-year paving capital improvement project plans, bicycle and pedestrian enhancements; trails; parks; complete streets, pavement rehabilitation and reconstruction, road widening and intersection design; emergency response such as the landslide stabilization and culvert construction project **(shown in the photo)** for the City of Richmond, hydrologic and hydraulic modeling and engineering, erosion control; utility coordination, design and relocation for domestic water and sanitary sewer systems, storm drain system design, storm water quality improvements; wetlands and creek restorations, redevelopment, urban infill projects; and have expertise in the latest guidelines from Caltrans, FHWA, and NACTO.

Pavement and Civil Engineering (PS&E): Street rehabilitation extends well beyond the pavement and often requires important considerations, such as curb and gutter and sidewalk conditions, improvements to pedestrian and bicycle facilities, landscape, traffic striping and signage, edge confinement, ADA compliant curb ramps, pathways, drainage, stormwater runoff reduction, storm drain systems, trash capture, and utility relocation. For example, on Castro Ranch Road in Richmond, we used Cold In-place Recycling (CIR) **(shown in photo)** and phasing of paving work to minimize impacts to vehicles and cyclists given that this is a key commute corridor. Roadway projects should consider all modes of transportation, accessibility, safety, as well as ways to reduce construction impacts, constructability (e.g., problematic subgrade soils), phasing of work, hours of construction.

Complete Streets: We are experienced with opportunities to incorporate and design complete streets elements, such as bulbouts, landscaping, lighting, restriping, road diet, and dedicated bike lanes, into street improvement projects – making them safe for multi-modal users, including transit riders, motorists, bicyclists, and pedestrians. When completing street designs, NCE meets with our clients to discuss options to improve safety and overall user experience. NCE recently designed complete streets projects for the Cities of Richmond, San Pablo **(Rumrill Boulevard shown in photo)**, Walnut Creek, Alameda, Berkeley, Presidio Trust, and San Leandro. We are currently working

with the City of Oakland on the Seminary Avenue Complete Streets Project that includes consideration of a new multi-use pathway and road diet to improve bicycle and pedestrian access fronting Mills College.

Pavement Design: Pavement design and PS&E for maintenance, rehabilitation, and reconstruction are NCE's specialty. We offer unrivaled experience and expertise with pavement treatment alternatives and optimization of treatment selection. Our expertise in pavement treatment alternatives includes, but is not limited to, cost saving, deploying the latest and sustainable paving technologies and material specifications, including creative use of surface seal and in-place pavement recycling technologies. We consider many factors during pavement design, including cost, performance, future maintenance, traffic, access, roadway section properties, geometric constraints, and climate.

ADA Compliance: NCE has a depth of experience in standards for accessible design, including design of over several thousand curb ramps, sidewalks, and accessible paths of travel, maximum running slope for crosswalks, and traffic striping and signage. Pavement striping and signage should be compliant with ADA regulations and CA MUTCD. NCE has vast experience restriping high visibility crosswalks and limit lines to allow for safe pedestrian crossing across roadways. In Oakland, we have inventoried and checked ADA attributes for over 18,000 curb ramps, and we recently designed 100's of ADA compliant curb ramps for agencies throughout the Bay Area.

Green Infrastructure and MRP 3.0: NCE's engineers and landscape architects incorporate Green Infrastructure to provide communities with healthier public spaces, visually appealing streetscapes, enhanced pedestrian experience, storm water quality/management, reduced impervious pavements and minimize the impacts of climate change. Techniques include reducing heat island impacts with the reduction of paved surfaces and replacing impervious pavements with permeable pavers within parkways. With an innovative approach, NCE's landscape architects worked with South San Francisco on its 2021 Green Infrastructure Program to study opportunities to integrate a range of green infrastructure elements. During design, we will consider the San Francisco Bay Municipal Regional Stormwater Permit (MRP 3.0) and regulated project thresholds in Provision C.3 under the Alameda County Clean Water Program. We carefully evaluate pavement reconstruction and whether the contiguous 1-acre threshold is exceeded. Improvements such as new roadways, lane widening, or sidewalk gap closures are subject to more restrictive thresholds of 5,000 continuous square feet.

Geotechnical Services: NCE's geotechnical engineers understand the significance of proper roadway support on competent subgrade soils to limit damaging road settlement and future cracking. For example, based on our field exploration and soil and rock laboratory testing, we can accurately assess the engineering properties and the presence of subgrade soils that might be soft and exhibit "pumping" under vehicle loads. We can develop appropriate subgrade stabilization techniques such as moisture conditioning, lime treatment, geotextiles, and/or over-excavation and replacement with aggregate materials. NCE provides comprehensive geotechnical engineering services such as site investigation, thorough review of plans and specifications, and follow up on services during construction to ensure that of our geotechnical recommendations are implemented.

California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA): NCE staff bring over 30 years of experience completing the full range of CEQA/NEPA documentation throughout the state, no matter the setting - small towns, big cities, rural areas, and counties. Our diverse projects include municipal infrastructure, infill/brownfields redevelopment, affordable housing, Caltrans-assisted roadway, parks and trails projects, habitat restoration, downtown high-rise, historic adaptive reuse, and master and specific plans.

Regulatory Permitting and Compliance: Our resource specialists are adept at identifying necessary permits and preparing comprehensive applications for our clients and their projects. Our team understands the regulations, permitting processes, and has established excellent lines of communication with key agencies at the federal, state, and local level. This ensures efficient approvals, allowing our clients to put their projects on the ground.

Construction Support Services: NCE offers years of experience performing design support services during construction, including environmental compliance, and monitoring and inspection capabilities. We conduct value engineering and constructability reviews to identify areas where we can save time and money prior to work starting. Our team is proactive, working to anticipate problems before they occur and develop solutions rather than reacting, which leads to mitigating delays and claims due to unforeseen conditions.

Landscape Architecture: NCE's staff of licensed landscape architects provide landscape architectural, urban design, presentation graphics, renderings, and planning services to our clients during the design phase, permitting, and construction. NCE's landscape staff specialize in complex urban projects that require patience, vision, and an ability to listen closely to the community, park users, funders, agency staff and elected officials combined with an extensive knowledge of the policies, building codes and legislation.

Experience Working with Caltrans on Federally Funded Projects: NCE has a depth of experience in complying and completing required documents with the Local Assistance Procedures Manual (LAPM) on over 20 federally funded projects (E-76 documents), including recent projects with complete streets and green infrastructure elements for the Cities of Richmond, Alameda, Emeryville, Oakley, Orinda, Pacifica, Pittsburg, San Pablo, San Ramon, South San Francisco, and Sunnyvale. We are currently working with Caltrans District 4 Local Assistance to obtain authorizations to proceed on federally funded projects. We have also completed many Preliminary Environmental Study (PES) documents and have secured Caltrans approvals. We have completed the E-76 process as the civil engineering and design consultant and as the environmental consultant.

Given that a significant portion of the City's projects will require work with the street right-of-way, NCE can offer our experience designing thousands of roads, street infrastructure, and environmental planning throughout California and will provide the City with the confidence that pavement treatment selections, planning and design documents, and construction support will be delivered on-time and be technically innovative and cost-effective. Table 1 summarizes a list of our long-term municipal clients throughout the Bay Area with project scopes relevant to the City that NCE has successfully delivered within the last five years.

Table 1. A Sampling of NCE's Long-Term Design Clients

Client	Design and Planning Service	# of Streets	Construction Dollars	Client Since
City of Richmond*	Pavement, Civil, Geotechnical, & Environmental	> 200	$20 million	2005
City of Berkeley	Pavement, Civil, Geotechnical, & Environmental	> 200	> $30 million	2005
City of Oakland	Pavement, Civil, Geotechnical, PMP, & Environmental	> 100	> $35 million	2000
City of Walnut Creek	Pavement, Civil, Geotechnical, & Environmental	> 30	> $6 million	2005
City of San Leandro	Pavement, Civil, and Geotechnical	> 180	>$35 million	2017
City of Martinez	Pavement, Civil, and PMP	> 200	$30 million	2021
City of San Ramon*	Pavement, Civil, and Geotechnical	> 50	> $10 million	2007
Caltrans - Statewide	Pavement Engineering and Materials Testing	23 highways	> $50 million	1998

* NCE delivered projects under federal funding requirements, such as OBAG/STIP funding and/or Caltrans' Authorization to Proceed

References

Annual Overlay/Rehabilitation 2019-2023 Pavement Design and PS&E Projects, San Leandro, CA

Client: City of San Leandro Address: 835 E 14th St, San Leandro, CA 94577 **Reference:** Nick Thom, PE, Deputy Public Works Director **Phone:** (510) 577-3431 **Term:** October 2017 – 2022 and on-going.

NCE was contracted by the City of San Leandro to prepare construction documents and pavement rehabilitation and reconstruction design for 19 arterial, collector, and residential streets (4.0 centerline miles) for City's 2019 Annual Street Overlay and Rehabilitation Project. Pavement design solutions included conventional and RHMA overlays, full-depth asphalt reconstruction, FDR, and a pilot project of CIR and top-down FDR based on recommendations provided by NCE. Visible drainage issues were addressed, such as localized ponding in the gutter pan, the design of over 110 ADA ramps, curb and gutter repairs, and improvements to striping and pavement markings with the addition of class II and class IV bike lanes, and road diet and complete streets designs. The design of traffic calming bulbouts were prepared for two streets where NCE analyzed vehicle turning capabilities and impacts to surface drainage. NCE submitted and managed three encroachment permit applications with Caltrans as the project encroached on three state routes. NCE's Engineer's Cost Estimate matched that of the winning contractor bid, indicating that NCE was able to anticipate the value of the scope of work. Additionally, NCE completed similar services for the City's 2021-2023 annual surface seal program with a construction value of $9.2 million and includes pedestrian and bike safety improvements and railroad coordination.

Project Team: Ryan Shafer (Principal), Jenny Van Dyke (Project Manager), Franz Haidinger (QA/QC), James Signore (Pavement QA/QC), Debaroti Ghosh (Pavement Engineer), Maria Paola Murillo (Staff Engineer) Mountain Pacific Surveys (Topographic Surveying) and Psomas (Utility Location).

Five Year Pavement Preservation Program / On-Call Pavement Management and Design Services, Martinez, CA

Client: City of Martinez **Address:** 525 Henrietta Street, Martinez, CA 94553**Reference:** Ali Hatefi, PE, Senior Civil Engineer **Phone:** (925) 372-3519**Term:** 2022-present.

As part of its five-year work plan developed by NCE, the City allowed for pavement rehabilitation and resurfacing to be designed in advance of construction and allow for earlier bidding to obtain competitive bids. It was the City's desire to have resurfacing and rehabilitation projects for each year, grouping and aggregating by neighborhoods for efficiency of design, construction (less mobilization), and future maintenance. More cost-effective cape seal on poor pavement condition or full depth reclamation (FDR) under failed pavement condition with base material failure to help City treat more streets within limited budgets.

NCE worked with the City to update pavement strategies and conducted field review to verify pavement condition and treatments in different neighborhoods. NCE also supported City staff for Measure D workshops and City Council meetings. NCE completed pavement and civil design (PS&E) for the City's FY2022/23 surface seal and rehabilitation project with a $5.75 million construction cost, in addition to updating the 5-year work plan with City's updated construction budget.

NCE was also retained to complete pavement and civil design (PS&E) for the City's FY2023/24 surface seal and rehabilitation project with an estimated construction cost of $6.0 million.

Project Team: J. Ryan Shafer (Principal), Mei-Hui Lee (Project Manager), Franz Haidinger (QA/QC Manager), James Signore (Pavement Design Lead), and Debaroti Ghosh (Project Engineer), Mountain Pacific Surveys (Topographic Surveying) and Psomas (Utility Location).

Central Avenue at I-80 Local Road Improvement Project, Richmond, CA

Client: City of Richmond **Address:** 450 Civic Center Plaza, Richmond, CA 94804 **Reference:** Tawfic Halaby, PE, Deputy Director of Public Works **Phone:** (510) 672-4537 **Term:** PA&ED: 2017 to 2022, ROW: 2022 to Ongoing, PS&E: 2022 to Ongoing.

The I-80 Interchange at Central Avenue has several traffic operations and public safety challenges associated with its existing configuration. The City, in partnership with the Contra Costa Transportation Authority (CCTA) and Caltrans, as part of the Central Avenue at Interstate 80 (I-80) Local Road Improvement Project proposed to increase spacing between the signalized intersections east of I-80 by connecting Pierce Street and San Mateo Street via a new street extension, restricting Pierce Street access at Central Avenue to "right in, right out" only, and relocating a traffic signal. The street design minimized right-of-way take and offered the most efficient and economical solution. Project elements include traffic signals, PG&E Rule 20A undergrounding, street resurfacing and reconstruction, lane reconfiguration, street parking reconfiguration, relocation of bus stops with bus shelter, parking lot reconfiguration, class III bike route, landscaping and bioretention, street lighting, and sidewalk, curb ramp, and ADA improvements. NCE completed field investigations and technical studies (i.e., biological, cultural resources, hazardous materials, noise, air quality, water quality, hydrology, visual resources, and traffic) to support environmental compliance and permitting under the Local Assistance Program through Caltrans District 4. The cultural resources investigation included an Extended Phase 1 Archaeological Resources investigation (XPI) and the results of the Phase I Environmental Site Assessment (ESA) for hazardous materials required implementing a Phase II ESA.

Project Team: Ryan Shafer (Principal and Project Manager), Gail Ervin (CEQA/NEPA Environmental Compliance Lead), Cord Hute (Senior Biologist), Franz Haidinger (Civil Design Lead and QA/QC), James Signore (Pavement Engineer), Mountain Pacific Surveys (Topographic Surveying), and Psomas (Utility Location).

Key Staff

NCE's staff are experienced with using a collaborative and innovative problem-solving approach to address technical challenges facing the City's infrastructure-related, day-to-day issues. As Principal-in-Charge, Ryan Shafer, PE, GE will be the primary point of contact for the City and will communicate regularly with the City and create conversation on project purpose, plans, and progress. Ryan is one of NCE's roadway design leaders and is experienced in civil engineering design for infrastructure improvements, including complete streets, pavement evaluation and design, drainage, retaining wall design, and effective application of green infrastructure techniques. He will work closely with the team and the City to apply new ideas grounded in results gained to date from previous projects that he managed to successful completion.

We have assembled a team of professionals with demonstrated experience providing services for similar types of projects. ***NCE is committed to providing the staff presented within Table 2. Our key personnel will be available as projects arise throughout this contract.*** Brief resumes are provided as Appendix A.

Table 2. Project Team Member Qualifications

Staff Name Role	Current Commitments % of Availability	Qualifications													
		Available to Work at NTP	On-Call Services	Project Management	Traffic Engineering and Striping	Pavement Mangement and Design	Bicycle and Pedestrian Facilities	PS&E Development	Bidding & Construction Services	Green Infrastructure	ADA Compliance	Streetscaping and Parks	CEQA/NEPA	Regulatory Compliance	Geotechnical Engineering
Ryan Shafer, PE, GE Principal-in-Charge	Various Civil, Pavement, Environmental **15-30%**	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Jenny Van Dyke, PE Project Manager	Various Civil, Pavement, Environmental **25-30%**	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓	
Mei-Hui Lee, PhD, PE Civil Engineering Lead & Pavement Management Specialist	Various Civil, Pavement **20-30%**	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓		✓	
Franz Haidinger, PE QA/QC	Various Civil, Pavement, Environmental **10%**	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	
James Signore, PhD, PE Pavement Design Lead	Various Civil, Pavement **10-20%**	✓	✓	✓	✓	✓	✓	✓	✓						✓
Debaroti Ghosh, PhD, EIT Pavement Design	Various Civil, Pavement **10-20%**	✓	✓	✓	✓	✓	✓	✓	✓						
Gail Ervin, PhD CEQA/NEPA	Various Civil, Environmental **20%**	✓	✓	✓									✓	✓	
Cord Hute Biology, Resources, Permitting	Various Civil, Environmental **15%**	✓	✓	✓									✓	✓	
Mary C. Horvath, PE, CFM, QSP Hydraulics & Hydrology	Various Civil, Environmental **50-60%**	✓	✓	✓				✓	✓	✓				✓	
Matthew Gaber, PLA Parks Project Manager	Various Civil, Landscape **30%**	✓	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	
Maria Paola Murillo Civil Engineer	Various Civil, Pavement **50-60%**	✓	✓		✓		✓	✓	✓	✓	✓	✓			
Edith Rodriguez Civil Engineer	Various Civil, Pavement **50-60%**	✓	✓		✓		✓	✓			✓				

Rate Schedule

*Rate will be adjusted by NCE to comply with the Prevailing Wage Rate Determinations in the locality of the work as set by the California Department of Industrial Relations.

** Rates are effective for 2024 and will be adjusted annually, by Task Order.

Classification	Hourly Rate	Classification	Hourly Rate
Principal	$335	Construction Inspector*	$150
Associate	$265	CAD Technician	$135
Senior I/II	$215/225	Senior Field Scientist	$145
Project I/II	$190/205	Field Scientist	$125
Staff I/II	$165/180	Project Administrator	$130
Senior Construction Manager*	$170	Field/Engineering Technician	$125
Senior Designer	$180	Clerical	$115
Senior Technician*	$150		

Contract Labor – From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

Litigation Support – Expert testimony in depositions, hearings, mediations, and trials will be charged at 300% of the above rates.

Equipment

Plotter Usage ..... (separate fee schedule)
Falling Weight Deflectometer Testing..... $4,500/Day
Coring..... $5,500/Day
Environmental Equipment ..... (separate fee schedule)

Outside Services – Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. .....cost + 10%

Communication/Reproduction – In-house costs for telecommunication, postage, printing, and copying .....(project labor charges x 5%)

Project Approach

NCE understands that on-call contracts require seamless integration and partnering with our clients, which allows the City to have access to NCE during development of a scope of work without a specific task order in place. NCE will review every assignment holistically to identify the project elements, such as applicable environmental regulations, funding, and design requirements, which will allow us to implement projects in a timely fashion.

Project Management: NCE manages our projects with a focus on collaboration, innovation, and problem-solving, which is the foundation of our approach. By allocating the right resources at the right time we cost-effectively produce high-quality deliverables and projects for our clients. We focus on understanding our client's "big picture" to produce high value of project efforts. This starts with assigning experienced and capable project managers and surrounding them with handpicked teams tailored to every effort, task, or project. We then apply trusted project management principles (detailed below) to identify Client goals and value communication, scheduling, cost management, and creative problem solving to achieve those goals.

The Project Manager will be responsible for delivering the scope of work. Tasks will include managing the budget, project schedule, subconsultants, and overseeing work products. Our Project Manager, **Jenny Van Dyke, PE,** will be responsible for monitoring the progress of the project, ensuring that the scope of work is fully executed, ongoing communication with the client, and managing staff resources.

Developing Holistic Task Orders to Achieve Community Needs: Our Principal-in-Charge/Client Sponsor, **J. Ryan Shafer, PE, GE**, will be the single point of contact for this on-call contract during task order development. He has managed public works and capital improvement projects with municipal clients in the Bay Area. Ryan is well versed in understanding the needs and required resources to complete projects. When developing a Task Order with the City, our Client Sponsor and Project Manager will pay close attention to the City's needs and expectations to identify the necessary deliverables and required staff and time resources. A Task Order for a typical capital project includes efforts to manage the project, collect information on existing conditions, stakeholder coordination and regulatory compliance, conduct any necessary field investigations and testing, and/or analysis, all of which inform the development of preliminary and final construction design documents.

Scheduling: Maintaining the integrity of the project timeline is a high priority for the NCE team. Clear communication, concise documentation, prompt problem resolution, and referencing the schedule are the tools NCE uses to complete the project within the established timeframe. NCE collaborates with our clients to prepare schedules with clear and achievable delivery timelines. Any potential delays are promptly addressed with the team and the client.

Creativity to Problem Solving: NCE's team integrates problem solving into every aspect of the services we provide, including brainstorming on potential issues during project scoping, integrating contingencies into project schedules, and focusing on alternative solutions when challenges present themselves. We help solve clients' problems by asking the right questions at the right time with practical solutions based on sound science, effective planning, and quality engineering.

Standard Consulting Agreement and Insurance Requirements

NCE has reviewed the City's Standard Professional Consulting Services Agreement, including insurance requirements as provided as Attachment B. NCE will be able to meet the contract and insurance requirements. While we do not have any exceptions, we would like to request a modification to the language as noted below.

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. Any revisions, modifications, or changes made or reuse on another project without specific written verification and adaptation by Consultant for the specific purposes intended will be at user's sole risk and without liability or legal exposure to Consultant. 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.

INDEMNIFICATION

A. Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and ~~assume~~ reimburse the apportioned costs of the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards,

from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, ~~arising out of, pertaining to or related to~~ to the extent caused by the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

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

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

Subconsultants

At the task order level, NCE will assemble an experienced in-house team to deliver the public works project. If needed, we will select our subcontractors to meet the specific needs of a project, including technical demands and DBE participation as required for federally funded projects. NCE will select firms that we have established working relationships with, ones that will lead to successful project delivery, such as **Fehr & Peers** for traffic engineering, **Mountain Pacific Surveys, Guida Surveying, Inc., or Calvada Surveying, Inc.** for land surveying and right-of-way determination, **Monument ROW** for right-of-way assistance, **Subtronic Corporation** or **Psomas** for utility locating, and **BSK Associates** for laboratory testing.

Sample Project Documents

NCE has been delivering civil design projects for the City of San Leandro since 2017 and as an example of our work product we are including example project plans from the "Phase II of the Annual Street Rehabilitation 2019-21"with an estimated construction valued at $4.1 million.

The sample project document can be downloaded here:

https://nce.sharefile.com/public/share/web-s5645f35f0dbb4829845565aa4687ebd8

Conflict of Interest

We are and will be providing similar civil engineering work with other public agencies throughout Alameda County as a prime or subconsultant. NCE does not have any actual, apparent, or potential conflicts of interest that may result from any financial, business, or other relationships with the City or other entities that may have an impact upon the outcome of this contract.

Appendix A

Resumes

Ryan Shafer, PE, GE – Principal-in-Charge

Ryan Shafer, PE, GE, is an experienced Principal and Project Manager that is highly skilled in managing interdisciplinary teams of engineers, scientists, and planners for complex projects requiring civil engineering, geotechnical engineering, pavement engineering, structural engineering, transportation and traffic engineering, hydrology and hydraulics, coastal engineering, regulatory permits, technical studies and resource assessments, and environmental documents. In addition, he has managed and provided civil and geotechnical engineering on a wide range of public and private projects, including vertical development, municipal roads, trails, drainage infrastructure, landfills, public transit, recreation areas and parks, industrial facilities including refineries, and waterfront structures giving him an understanding of how to work with diverse project types. His clients provide feedback that NCE is an effective partner and steward, understanding what is important to each community. Additionally, having worked for many municipal clients throughout California, Ryan adds value by helping cities and counties manage and maintain their streets, roads, bicycle and pedestrian facilities, and recreation parks and trails. He applies his expertise in geotechnical and pavement engineering to infrastructure projects and paving programs from the early stages of condition surveys to providing support during construction.

Education
MS, Geotechnical Engineering, University of California, Berkeley, 1998
BS, Geological Engineering, Colorado School of Mines, 1996

Registrations/ Certifications
Professional Engineer – Civil, CA #62349
Professional Engineer – Geotechnical, CA #2713

Affiliations
American Society of Civil Engineers
American Public Works Association

Joined NCE
2005

Total Years of Experience
28 years

Representative Projects

Annual Overlay/Rehabilitation, 2017-2018 and 2020-2021 Pavement Design and PS&E, City of San Leandro, CA. Project Manager. NCE prepared construction documents and pavement rehabilitation and reconstruction design for 23 arterial, collector, and residential streets (5 miles). NCE's scope of work included pavement investigation and design and preparation of civil design PS&Es for construction. Pavement design solutions included conventional and RHMA overlays, full-depth asphalt reconstruction, FDR in lieu of more expensive conventional reconstruction, and a pilot project for cold central plant recycling (CCPR) on an arterial street based on recommendations provided by NCE. Visible drainage issues were addressed, such as localized ponding in the gutter pan, the design of over 100 ADA ramps, curb and gutter repairs, and improvements to striping and pavement markings with the addition of class II and class IV bike lanes. NCE submitted and managed three encroachment permit applications with Caltrans as the project encroached on three state routes. NCE's engineer's estimate matched that of the winning contractor bid, indicating that NCE was able to anticipate the value of the scope of work and contractor climate.

I-80/Central Avenue Interchange Improvements, City of Richmond, CA. Project Manager. NCE is designing a CCTA Measure J funded project to improve traffic operations and reduce traffic congestion at the I-80/Central Avenue Interchange. The project Increases spacing between signalized intersections east

of I-80 by relocating a traffic signal, reconfiguring access, and constructing a new roadway through private property. Project elements include new and removed signals, PG&E Rule 20A undergrounding, street resurfacing/ and street reconstruction/ construction, lane reconfiguration, street parking reconfiguration, striping, underground utility adjustments if needed, relocation of bus stops with possible bus shelter, parking lot reconfiguration, class III bike route, landscaping and bioretention/rain gardens, new and replacement street lighting, and sidewalk, curb ramp, driveway apron, and curb and gutter improvements.

Citywide Phase 4 and 5 Street Rehabilitation Project, City of San Mateo, CA. Principal. NCE is preparing construction documents and pavement rehabilitation and reconstruction design for City's 4th and 5th phases of their Smooth Street Program, including 40 residential sections with poor to failed pavement condition. NCE provided pavement investigation and design, and preparation of civil design PS&Es for construction in 2023 and 2024. Pavement design solutions included conventional HMA overlay, surface reconstruction and FDR. NCE prepared a comprehensive presentation to discuss existing pavement conditions, structure thickness, subgrade materials and utility depths with the City, and recommended pavement treatment options. NCE's approach to pavement design, bid packaging, selection of treatments to maximize quantities, economies of scale, and early winter bidding has resulted in more than 40% cost savings from the City's original paving budget.

Pavement Rehabilitation/ Maintenance and Bikeway Improvements, Presidio Trust of San Francisco, CA. Project Manager. NCE is designing the Presidio Trust's pavement rehabilitation and maintenance project with redesign of the bicycle land network. The scope for this project includes preparing PS&Es for bidding purposes. Design elements of the project include pavement design, a roundabout, extensive modification to existing striping and markings to introduce class II and III bikeways and an advisory bike lane, roadway grading, drainage solutions and design, and a bus platform. As part of this project, NCE introduced cost-effective and sustainable pavement treatment alternatives, such as CIR that allows the AC to be recycled in-place offering up a green technology that recycles existing onsite materials, reduces costly truck trips for import of asphalt paving materials, and reduces greenhouse gases and energy usage. The pavement design considered a number of different factors, including medians, curb reveal, depth to underlying concrete, previous overlays and fabric materials, AB thickness, and other buried obstructions, such as rail lines and recommended an appropriate pavement treatment.

Measure M Street Rehabilitation Program, City of Berkeley, CA. Project Manager. NCE implemented the City's $30 million, multi-year street surface seal, rehabilitation and reconstruction project, one of the City's largest projects to date. As Project Manager, Ryan managed the development of pavement design and plans, specifications and estimate for more than 30 miles (150 street sections) of surface seal, street rehabilitation, and reconstruction. Complete street elements included new bike lanes, intersection reconfigurations, new pedestrian crosswalks, storm drain improvements, and design of nearly 600 curb ramps, including pedestrian safety improvement bulbouts. NCE's pavement design solutions offered cost savings and environmental benefits using rubberized paving products diverting tires away from landfills, use of longer lasting pavement materials, and using recycle in-place technologies.

Jenny Van Dyke, PE – Project Manager

Education
BS, Civil & Environmental Engineering, University of California at Berkeley, 2007

Registrations/ Certifications
Professional Engineer – Civil, CA #81847

Affiliations
American Society of Civil Engineers
American Public Works Association

Joined NCE
2006

Total Years of Experience
17 years

Using her experience in design, asset management, data collection, and project management at NCE, Jenny has experience in pavement management and design, geotechnical investigations, site development, and civil roadway design, including complete streets, green infrastructure, surface and below ground drainage and bicycle and pedestrian improvements, and has managed numerous civil design projects throughout Northern California. Jenny enjoys the opportunity to work on a variety of projects and values team collaboration, project understanding, communication, and client and project needs, resulting in a quality work product and positive experience with the project team.

Representative Projects

Annual Street Overlay and Rehabilitation 2019-21, City of San Leandro, CA. Project Manager. NCE was contracted by the City of San Leandro to prepare construction documents and pavement rehabilitation and reconstruction design for 19 arterial, collector, and residential streets (4.0 centerline miles) for City's 2019 Annual Street Overlay and Rehabilitation Project. Pavement design solutions included conventional and RHMA overlays, full-depth asphalt reconstruction, FDR, and a pilot project of CIR and top-down FDR based on recommendations provided by NCE. Visible drainage issues were addressed, such as localized ponding in the gutter pan, the design of over 110 ADA ramps, curb and gutter repairs, and improvements to striping and pavement markings with the addition of class II and class IV bike lanes, and road diet and complete streets designs. The design of traffic calming bulbouts were prepared for three streets where NCE analyzed vehicle turning capabilities and impacts to surface drainage. RRFBS, PHBs, and traffic signal modifications were also included.

NCE submitted and managed three encroachment permit applications with Caltrans as the project encroached on three state routes. Permitting with BART and UPRR are also required as the project sites intersect with their right-of-way. NCE's Engineer's Cost Estimate matched that of the winning contractor bid, indicating that NCE was able to anticipate the value of the scope of work. Additionally, NCE completed similar services for the City's 2021-23 annual surface seal and rehabilitation programs with construction values of $9.2 million and $2.8 million, respectively, and include pedestrian and bike safety improvements and railroad coordination.

Oak Grove Road Pavement Rehabilitation – Phase 3, City of Concord, CA. Project Manager. The project included the rehabilitation of Oak Grove Road, between Treat Boulevard and the southern City limit, which is a 4 to 6 lane commuter arterial through both commercial and residential areas in the City. The project included pavement rehabilitation analysis and design and implements pedestrian and bicycle facility striping improvements to the corridor, as indicated in the City's Bicycle, Pedestrian and Safe Routes to Transit Plan, to achieve network connectivity. As project manager, Jenny was the primary contact with the City and coordinated the pavement design tasks and oversaw the civil design and striping design

improvements to meet community needs. NCE used visual surveys, pavement coring and deflection testing to analyze the pavement structure and develop recommendations such as deep mill and overlay and CIR to rehabilitate the pavement surface to address deep pavement cracking. The project reviewed and implemented opportunities to convert existing class III bike facilities to class II, where feasible, to improve user safety. Additional tasks included coordination with various stakeholders such as school, EBRPD, BPAC, and neighboring City of Walnut Creek during design. The design plans included pavement construction phasing in front of a shopping center and high school driveway, replacement of ADA curb ramps, installation of signal interconnect conduit, and replacement of valley and curb and gutter to address localized ponding within a crosswalk. NCE prepared construction PS&E with support during bidding and construction.

13th Street Complete Streets, City of Richmond, CA. Project Manager. The City of Richmond has undertaken a complete streets project to transform an active and dangerous 4-lane roadway into a multi-modal and multi-benefit corridor. Jenny Van Dyke is serving as the project manager and overseeing the multi-faceted design team, including both landscape architecture, traffic engineering, bridge designer, and civil engineering, to take the City's conceptual design for a complete streets and road diet into construction. Tasks include community engagement, utility coordination, drainage design, corner bulbouts, installation of RRFBs, traffic signal reconfigurations, class IV bike lanes, improved transit stops, and placemaking with landscaping improvements. Based on community and City input and in-depth analysis of existing conditions, Jenny will lead the team for the reconfiguration of the street focusing on pedestrian safety, reducing travel speeds, incorporating green infrastructure/ shade trees and designing a welcoming environment to create a vibrant pedestrian-oriented streetscape. Upon the completion of the project 13th street will become one of the City of Richmond's first complete street projects and will transform an underserved neighborhood.

Washington Avenue Rehabilitation Project, City of Albany, CA. Project Manager. NCE assisted the City with pavement and civil design services for the reconstruction of Washington Avenue, between San Pablo and Pomona Avenues. The scope included pavement investigation and design and preparation of civil design PS&E for construction. Pavement design solutions included full-depth asphalt reconstruction and FDR. Visible drainage issues were addressed, such as localized ponding in the gutter pan, the design of all non-compliant curb ramps, removal of cross drains and valley gutter replacement, storm drain repairs, and improvements to striping and pavement markings including the addition of high visibility crosswalks. A bioretention facility with landscaping improvements was also designed within the Ohlone Greenway, near a BART elevated structure, to help capture and treat local runoff. NCE submitted and managed two encroachment permit applications with Caltrans and BART as the project encroached in the right-of-way.

Measure M Street Rehabilitation, City of Berkeley, CA. Deputy Project Manager. NCE implemented the City's $30 million, multi-year street surface seal, rehabilitation and reconstruction project, one of the City's largest projects to date. As lead civil engineer, Jenny oversaw the development of pavement design and plans, specifications and estimate for more than 30 miles (150 street sections) of surface seal, street rehabilitation, and reconstruction. Complete street elements included new bike lanes, intersection reconfigurations, new pedestrian crosswalks, ADA compliant roadway grading, storm drain and surface drainage improvements, and design of nearly 600 curb ramps, including pedestrian safety improvement bulbouts. NCE's pavement design solutions offered cost savings and environmental benefits using rubberized paving products diverting tires away from landfills, use of longer lasting pavement materials, and using recycle in-place technologies.

Franz Haidinger, PE – QA/QC Manager

While serving in the military after high school, Mr. Franz Haidinger envisioned a future career that would allow him to "work in the natural environment, spending time in the field as well as the office." In his role at NCE, he enjoys the opportunity to improve and protect the built environment, whether it's implementing sustainable pavement technologies, creating storm water pollution prevention plans, assessing drinking water sources, or remediating contaminated soil. His clients value his ability to understand their needs, evaluate alternatives and determine the most appropriate solutions. According to Sean Rose, Public Works Director of the Town of Woodside, "Franz is a detail-oriented engineer that does a very thorough job preparing plans and specifications. He did a great job listening to our needs and specific comments and provided thorough and concise responses. Ultimately, he provided a high-quality design, and he was a pleasure to work with."

Education
Diplom-Ingenieur (Equivalent of MS degree), Civil Engineering, University of Natural Resources and Life Sciences, Vienna, Austria, 1997

Registrations/ Certifications
Professional Engineer – Civil, CA, #64725

Affiliations
American Society of Civil Engineers
American Public Works Association

Joined NCE
2004

Total Years of Experience
24 years

Representative Projects

I-80/Central Bypass Road Design, City of Richmond, CA. Civil Design Lead. The project will increase spacing between the signalized intersections east of I-80 by connecting Pierce Street and San Mateo Street, restricting Pierce Street access at Central Avenue to "right-in, right-out" only and relocating the traffic signal at Pierce Street/Central Avenue to the San Mateo Street/Central Avenue intersection. The current phase of project includes conceptual design, public outreach and determination of environmental document along with supporting technical studies. The design elements include utility undergrounding, sidewalks, and LID features like bioretention basin to improve storm water quality.

Iron Horse Nature Park and Open Space, City of Dublin, CA. Quality Assurance and Quality Control Manager. NCE's team of landscape architects, civil engineers, hydrologists, biologists, and environmental scientists are leading the design, permitting and construction process for the conversion of an abandoned and contaminated railroad right of way into an innovative and transformative 1.5-mile linear nature park and the improvements to the adjacent Stagecoach Park. The proposed restoration and improvements will provide many different activities, features and experiences that do not exist in any of the community's other parks. Located adjacent to an existing channelized creek and maintenance road, the park master plan envisions the elimination of the maintenance road, complete transformation, and integration of the creek into the nature park. Key features will include a 12' wide multimodal trail, waysides, and interpretative features with educational information about the natural and cultural history of the site, shaded seating areas, native restoration plantings, stormwater infrastructure, removal and remediation of all contaminated soils and pedestrian connections to adjacent parks, schools, and neighborhoods.

OBAG 2 Street Rehabilitation, City of South San Francisco, CA. The City retained NCE to provide pavement and civil engineering design, including Caltrans E-76 authorization for construction, utility coordination, pavement and curb/gutter condition survey, pavement deflection testing, pavement coring, pavement

design recommendations, PS&Es, bidding and construction support services, and Caltrans encroachment permit. It is an OBAG 2 funded program to preserve local streets and roads within the City's priority development area. Selected streets were based on the City's criteria of the construction budget limited to the grant amount, location within the City's priority development area, and candidates for rehabilitation.

Civil Design and Measure K Paving Program, Town of Moraga, CA. Project Manager and Lead Civil Engineer. Responsible for the preparation of construction documents to reconstruct three streets (totaling approximately 200,000 square feet) in the Town of Moraga. FDR was chosen as the reconstruction alternative based on a comprehensive pavement and subgrade investigation. The design plans included grading plans and profiles and included drainage improvements and the design and construction of a retaining wall (soldier piles and lagging) to protect an eroding storm drain culvert outfall. The project included comprehensive regulatory compliance and permitting services, as well as coordination with adjacent property owners (St. Mary's College) as some of the design elements were sited in biological sensitive areas. Key to the project success was the tight collaboration with staff responsible for the permitting and regulatory compliance tasks, incorporation of permitting requirements and mitigation measures into the design documents, and communication with Town staff and stakeholders. After passing a 1 percent sales tax in 2012 to raise approximately $8 million for streets and roads, Measure K, the Town selected NCE for a three-year, on-call contract to provide a variety of pavement-related services for this significant community project.

Via Verdi Slope Stabilization, City of Richmond, CA. Lead Civil Engineer. NCE was retained by the City to assess the extent of a substantial landslide along a section of roadway providing the only access to a residential subdivision with homes and apartment units. With continued landslide movement and distress to the roadway, NCE was tasked to design an emergency access road within a day with construction starting over the weekend and opening to traffic within one week. NCE is now developing slope stabilization alternatives for long-term repair and completing initial permitting. Once a preferred solution has been selected, NCE will move forward with design, permitting, and environmental documents.

Castro Ranch Road Rehabilitation and Complete Streets Improvements, City of Richmond, CA. Lead Civil Engineer. Improvements include pavement rehabilitation featuring CIR, digouts, road widening, median islands and pedestrian passageways, sidewalks, ADA curb ramps, median refuges, Class II bicycle facilities including green painted bicycle lanes, rectangular rapid flash beacons (RRFB), landscaping, storm drain inlet improvements, roadway regrading, and guardrails.

University/Marina/Spinnaker Street Improvement Project, City of Berkeley, CA. Project Manager. NCE was retained by the City to provide engineering and design services for the realignment and reconstruction of University Avenue between the frontage road at I-80 and Marina Blvd. at the Berkeley Marina. The eastbound lanes, featuring numerous undulation due to a settled roadbed, will be moved north to the current median, while the westbound lanes will stay in their current location. The intersection between University Avenue and Marina Blvd. will be modified to a roundabout. The road reconstruction includes FDR of the onsite soils and pavement to be overlaid by an 8-inch thick hot mix asphalt pavement. The project design includes LID features like bio-detention basins, new street lighting, new infrastructure including a sewer and water service for a future kiosk, landscaping, irrigation, and striping.

Mei-Hui Lee, PhD, PE – Technical Advisor

Dr. Mei-Hui Lee has a PhD in civil and pavement engineering and over 12 years of extensive experience in pavement design, evaluation and maintenance projects. Currently, Mei-Hui serves as Project Manager and Senior Engineer for various pavement and civil design and pavement management projects at NCE. Her clients include the Counties of Siskiyou, Mendocino, Lake, Trinity, Mariposa and Sacramento as well as multiple cities including South San Francisco, Pacifica, Belmont Sacramento, Davis, Stockton, Elk Grove, Lincoln, and Folsom. Mei-Hui is certified by the MTC inspector certification testing program. She was also involved in trench cut study for City of Sacramento and Pacifica.

Representative Projects

Citywide Phase 4 and 5 Street Rehabilitation Project, City of San Mateo, CA. Project Manager. NCE is preparing construction documents and pavement rehabilitation and reconstruction design for City's 4th and 5th phases of their Smooth Street Program, including 40 residential sections with poor to failed pavement condition. NCE provided pavement investigation and design, and preparation of civil design PS&Es for construction in 2023 and 2024. Pavement design solutions included conventional HMA overlay, surface reconstruction and FDR. NCE prepared a comprehensive presentation to discuss existing pavement conditions, structure thickness, subgrade materials and utility depths with the City, and recommended pavement treatment options. NCE's approach to pavement design, bid packaging, selection of treatments to maximize quantities, economies of scale, and early winter bidding has resulted in more than 40% cost savings from the City's original paving budget.

5-Year Pavement Preservation Program and Civil Design Services, City of Martinez, CA. Project Manager. Dr. Lee is responsible for developing a multi-year work plan, managing annual pavement resurfacing and rehabilitation projects, and providing technical supports on City's Council meetings and Measure D workshops. As part of its 5-year work plan developed by NCE, the City allowed for pavement rehabilitation and resurfacing to be designed in advance of construction and allow for earlier bidding to obtain competitive bids. It was the City's desire to have resurfacing and rehabilitation projects for each year, grouping and aggregating by neighborhoods for efficiency of design, construction (less mobilization), and future maintenance. More cost-effective cape seal on poor pavement condition or full depth reclamation under failed pavement condition with base material failure to help City treat more streets within limited budgets. NCE worked with the City to update pavement strategies and conducted field reviews to verify pavement condition and design of treatments in different neighborhoods. NCE also supported City staff for Measure D workshops and City Council meetings. Currently, NCE is providing pavement and civil design services on 2023 street surface seal and

Education
PhD, Civil Engineering, National Taiwan University, Taiwan, 2009
MS, Civil Engineering, Columbia University, New York, 2012
BS, Civil Engineering, National Taiwan University, Taiwan, 2002

Registrations/ Certifications
Professional Engineer – Civil, CA #87635
MTC StreetSaver® Rater Certification Program

Affiliations
American Society of Civil Engineers
American Concrete Pavement Association

Joined NCE
2014

Total Years of Experience
12 years

rehabilitation projects (approximately $6 million construction costs) and updating the 5-year wok plan with City's updated construction budget.

2017, 2018-2020 South San Francisco Pavement Management Program/ 2021 Pavement Management Program, City of South San Francisco, CA. Senior Engineer/Project Manager. NCE has been providing to the City a various of pavement management services including development of a multi-year Paving Work Plan, updating the City's maintenance and rehabilitation decision tree, evaluating alternative pavement treatment technologies, and development of construction documents for bidding. In 2017 to 2021 pavement management programs, we have developed pavement design and civil design for surface seal and rehabilitation of 48 centerline miles (more than 200 sections) of City streets with a construction cost over $14 million.

In addition, NCE has modified City's Street Saver database and updated historical maintenance and rehabilitation records to perform budget analyses and develop multi-year work plan. Recently, City's 6-Year Work Plan was updated based on City's budget, rehabilitation strategy and candidate streets are grouped by maintenance zone for efficiency of design, construction (less mobilization), future maintenance, and to be able to resurface more streets with a limited pavement resurfacing annual budget. NCE has provided pavement and civil design services for preventive maintenance on City streets with scrub, slurry, and cape seals and rehabilitation of City streets with mill and overlays as well as surface reconstruction.

Pavement Management System Updates, Various Cities and Counties. Project Engineer. Mei-Hui has been involved with updating Pavement Management Systems (PMS) for many Cities and Counties in the Bay Area, Central Valley, and outside of California. She is responsible for the analysis and quality control of pavement distress data collection, updating maintenance and rehabilitation decision trees and the treatment unit costs, and the development of budget scenarios and summary reports. She has developed cost-effective maintenance treatments and strategies, prepared custom multiple-year detailed street maintenance plans and budget option reports, and linked GIS maps with management sections in the client's PMS database. Some of her current/past PMS clients include:

- Ada County, ID
- Amador City
- Amador County
- Belvedere
- Belmont
- Benicia
- Calistoga
- Chula Vista
- Clearlake City
- Concord
- Contra Costa County
- Dublin
- East Bay Regional Park Districts
- Elk Grove
- Fairfax
- Folsom
- Hayward Airport
- Jackson
- Lake County
- Lakeport
- Madera County
- Mariposa County
- Marin County
- Monterey County
- Moraga
- Novato
- Oakland
- Placerville
- Pleasant Hill
- Plymouth
- Rio Vista
- Sacramento
- Sacramento County
- San Francisco
- San Rafael
- Santa Cruz
- Santa Rosa
- Siskiyou County
- South San Francisco
- Sonoma County
- St. Helena
- Trinity County
- University of California-Davis
- Vallejo
- Yuba City
- Yountville

James Signore, PhD, PE – Pavement Design Lead

Dr. James M. Signore, PE, specializes in pavement design and evaluation, rehabilitation and maintenance, materials assessment, and training. He has experience in designing pavements for many local agencies, Caltrans and for heavy vehicle loading applications at airfields and ports. He has spent years researching all types of pavement materials, having directed a state-of-the-art AMRL certified and Superpave mix design equipped research laboratory and is well versed in state and local pavement practices and specifications.

James has taught NHI's and ASCE's "Techniques for Pavement Rehabilitation" (including best practices for utility cuts and patches) seminars to practicing engineers for 20 years. He taught graduate courses in pavement engineering at San Jose State University and many of his former students are civil engineers at local agencies. He uses his practical and research experience, technical knowledge and teaching skills to develop an understanding of client needs and the creation of design and rehabilitation strategies that offer the client agency the leading edge in methods and materials for their pavements. James is a Member of the Transportation Research Board Committee AFD70, Pavement Rehabilitation, AFD70-1, Pavement Interlayer Systems and the FAA Airport Pavement Technical Working Group.

James has worked on several pavement impact studies caused by different truck traffic as well as those from utility cuts e.g., City of Philadelphia. He has used a variety of rigorous technical approaches to determine these impacts such as:

- Development of an experiment design to ensure that all variables affecting pavement impacts are included
- Rigorous statistical analyses to ensure that results and conclusions are significant
- Pavement structural analysis, including the use of deflection testing
- Pavement condition analysis, employing the use of pavement management data

In each case, the appropriate technical approach was selected depending on the type of study and the data available.

Representative Projects

I-80/Central Avenue Interchange Improvements, Richmond, CA. Pavement Engineer. The City of Richmond is serving as the lead agency for the I-80/Central Avenue Interchange Improvement Project, which will improve traffic conditions along the Central Avenue interchange.

2017 to Present Pavement Management Program, City of South San Francisco, CA. Lead Pavement Engineer. NCE has been providing to the City a full range of pavement management services including development of a 5-year Paving Work Plan, updating the City's maintenance and rehabilitation decision tree, evaluating alternative pavement treatment technologies, and development of construction documents for bidding.

Education
PhD, Civil Engineering, University of Illinois, Urbana-Champaign, 1998
MS, Civil Engineering, University of Illinois – Urbana-Champaign, 1994
BS, Electrical Engineering, Clarkson University, 1985

Registrations/ Certifications
Professional Engineer – Civil, CA, #62647

Affiliations
TRB Committee AFD70, Pavement Rehabilitation
TRB Committee AFD70-1, Pavement Interlayer Systems
American Society of Civil Engineers

Joined NCE
1999-2001, 2014

Total Years of Experience
25 years

To date we have developed pavement design and civil design for rehabilitation and preventive maintenance of 48 miles (more than 200 street sections) of City streets with a construction cost of over $14 million. NCE has provided pavement and civil design services for preventive maintenance on City streets with scrub, slurry, and cape seals and rehabilitation of City streets with mill and overlays as well as surface reconstruction. NCE civil and pavement engineering design services included pavement coring, curb/gutter replacement, utility coordination, curb ramp design, drainage improvements, sidewalk replacement, pavement design recommendations, PS&Es, and bidding and construction support services.

OBAG 2 Street Rehabilitation, City of South San Francisco, CA. Pavement Engineer. NCE provided pavement and civil engineering design, including Caltrans E-76 authorization for construction, utility coordination, pavement and curb/gutter condition survey, pavement deflection testing, pavement coring, pavement design recommendations, PS&Es, bidding and construction support services, and Caltrans encroachment permit. It is an OBAG 2 funded program to preserve local streets and roads within the City's priority development area. Selected streets were based on the City's criteria of the construction budget limited to the grant amount, location within the City's priority development area, and candidates for rehabilitation.

Measure M Street Rehabilitation Program, City of Berkeley, CA. Lead Pavement Engineer. James is responsible for the development of pavement design and PS&E for the first phase of the project, which consists of 39 rehabilitation and reconstruction street sections and 24 surface seal street sections, replacing/retrofitting nearly 300 curb ramps, replacement of curb/gutter, intersection reconstruction, bike and pedestrian improvements, and traffic control plans.

Measure Q Street Rehabilitation and Maintenance, City of Concord, CA. Project Manager/Pavement Engineer. James managed the project and developed the rehabilitation plans for East Olivera Road and Hillsborough Drive in Concord. These streets exhibited a mix of extensive fatigue cracking and transverse thermal cracking. Tasks ranged from design and construction consulting to client interaction to budget control. The recommendations presented were CIR and FDR. FDR was selected for these streets, which were completed in November 2016. These green treatments eliminated the need for significant and costly full-depth base repairs.

On-Call Pavement Engineering, California Department of Transportation, Statewide, CA. Project Manager. James manages the pavement on-call contract with Caltrans and is responsible for all contractual and project management activities. Major task orders emphasize asphalt and concrete pavement performance and evaluation for all types of pavement issues such as a comparison of ARHM and conventional HMA performance, HMA smoothness specifications, and polyester inlay materials evaluation. He provided technical guidance on the selection and testing of joint filler and spall repair materials and acted as a construction methods assessor on the installation of precast concrete slabs. He wrote, reviewed, or edited numerous interim and final reports including those dealing with continuously reinforced concrete, rapid set concrete, concrete inlay hardeners, and concrete flexural strength.

Pavement Rehabilitation Project, Concord, CA. Project Manager and Pavement Engineer. James managed the project and developed the rehabilitation plans for East Olivera Road and Hillsborough Drive in Concord. These streets exhibited a mix of extensive fatigue cracking and transverse thermal cracking. Tasks ranged from design and construction consulting to client interaction and budget control. The recommendations presented were CIR and FDR. FDR was selected for these streets that were completed in November 2016. These green treatments eliminated the need for significant and costly full-depth base repairs.

Debaroti Ghosh, PhD, EIT – Pavement Design

Dr. Debaroti Ghosh is highly skilled in asphalt material characterization, material rheology assessment, pavement management system, construction material lab testing, non-destructive and accelerated pavement testing. Her non-destructive pavement testing experience includes using GPR, rolling density meter and falling weight deflectometer. Debaroti is proficient in pavement design, soil-mechanics, pavement preservation, concrete pavement evaluation, earthquake engineering and pavement distress identifications. She has experience in rigorous data analysis and structural analysis (empirical and mechanistic-empirical). She currently serves as a Project Engineer for complex pavement management, maintenance, rehabilitation, design, and planning projects. Additionally, she is certified by the MTC to perform pavement distress inspections.

Education
PhD, Civil Engineering, University of Minnesota, Twin Cities, 2018
MS, Civil Engineering, University of Oklahoma, 2014
BS, Civil Engineering, Bangladesh University of Engineering/Technology, 2010

Registrations/Certifications
MTC StreetSaver® Rater Certification Program

Affiliations
American Society of Civil Engineers
Women in Transportation Engineering
Association of Asphalt Pavement Technology

Joined NCE
2018

Years of Experience
5 years

Representative Projects

Annual Overlay/Rehabilitation, 2017-2018 and 2019-2021 Pavement Design and PS&E, City of San Leandro, CA. Project Engineer. NCE prepared construction documents and pavement rehabilitation and reconstruction design for 23 arterial, collector, and residential streets (5 miles). NCE's scope of work included pavement investigation and design and preparation of civil design PS&Es for construction. Pavement design solutions included conventional and RHMA overlays, full-depth asphalt reconstruction, FDR in lieu of more expensive conventional reconstruction, and a pilot project for CCPR on an arterial street based on recommendations provided by NCE. Visible drainage issues were addressed, such as localized ponding in the gutter pan, the design of over 100 ADA ramps, curb and gutter repairs, and improvements to striping and pavement markings with the addition of class II and class IV bike lanes. NCE submitted and managed three encroachment permit applications with Caltrans as the project encroached on three state routes. NCE's engineer's estimate matched that of the winning contractor bid, indicating that NCE was able to anticipate the value of the scope of work and contractor climate.

PTAP Round 22, Metropolitan Transportation Commission, Oakland, CA.

Pavement Design. NCE is providing engineering services to the City of Oakland who received a PTAP22 Grant from the Metropolitan Transportation Commission (MTC) to update its StreetSaver® pavement management program (PMP). The StreetSaver® database was last updated in 2018, just as the impacts of Measure KK were being realized. Since that time, the City has embarked on an ambitious paving schedule, and this update will assist the City in evaluating the progress made since then. In addition, the City will identify streets for a patching program (estimated at $1 million annually) based on the data collected. NCE is updating the pavement condition data on the entire street pavement network, updating maintenance and rehabilitation (M&R) history, updating the M&R decision tree,

performing budget analyses and preparing a Budget Options Report. In addition to MTC's requirements, NCE is developing a two-year patching plan, as well as inspecting 18,000 curb ramps and approximately 1,126 miles of sidewalks to determine ADA compliance status and mapped onto a geodatabase.

2018 to Present Pavement Management Program, City of South San Francisco, CA. Project Engineer. NCE has been providing to the City a full range of pavement management services including development of a 5-year Paving Work Plan, updating the City's maintenance and rehabilitation decision tree, evaluating alternative pavement treatment technologies, and development of construction documents for bidding. To date we have developed pavement design and civil design for rehabilitation and preventive maintenance of 48 miles (more than 200 street sections) of City streets with a construction cost of over $14 million. Starting in 2017 to present for the City's Pavement Management Program NCE has provided pavement and civil design services for preventive maintenance on City streets with scrub, slurry, and cape seals and rehabilitation of City streets with mill and overlays as well as surface reconstruction. NCE civil and pavement engineering design services included pavement coring, curb/gutter replacement, utility coordination, curb ramp design, drainage improvements, sidewalk replacement, pavement design recommendations, PS&Es, and bidding and construction support services.

Develop 5 Year Rehabilitation and Maintenance Plan, Contra Costa County, CA. Project Engineer. Debaroti conducted field reviews and updated Pavement Management Program (PMP) for Contra Costa County. This included updating maintenance and rehabilitation decision trees and the treatment unit costs, development of budget scenarios and summary reports, preparation of a 5-year treatment plan. Debaroti developed a 5-years road maintenance and rehabilitation plan for the County.

Various Road Rehabilitation Projects, Various Cities and Counties, CA. Project Engineer. Debaroti designed the structural section of various streets all over California. The design usually included field evaluation using detailed pavement visual assessment, non-destructive testing using FWD, and coring with dynamic cone penetrometer testing and lab test results of existing pavement road base and subgrade soils. Using the data obtained from the detailed field evaluation and laboratory testing, Dr. Ghosh performed pavement analysis and design to develop pavement treatment recommendations. Several analytical approaches were used to explore and assess efficient pavement designs for each road segment. The use of green recycling pavement technologies, such as CIR that has both cost and environmental benefits and is less disruptive to traffic than conventional mill and overlays were evaluated as options for the recommended treatments. Some projects are listed below.

Project Name	Agency	Centerline Miles
Castro Ranch Road Rehabilitation Project	City of Richmond, CA	1.6
2020 Street Reconstruction Project	City of Belmont, CA	1.6
Pavement Rehabilitation 2019 SB1	City of Sunnyvale, CA	4.0
2018-2021 Pavement Rehabilitation	City of South San Francisco, CA	7.0
2020 Pavement Rehabilitation Project	Town of Moraga, CA	1.6
RMRA Mitigation-Funded Road Repair Projects	Tuolumne County, CA	12.5
County Road 31 and County Road 32 Pavement Design	Yolo County, CA	7.7
2019 Annual Street Overlay and Rehab	City of San Leandro	3.0

Gail Ervin, PhD – CEQA/NEPA Lead

Gail Ervin, PhD, has more than 35 years of experience in environmental assessment and planning, facilitation, and public dispute resolution, as both agency staff and consultant. She specializes in transportation and municipal infrastructure projects, downtown commercial and affordable housing development, adaptive reuse of historic buildings, and brownfield redevelopment, with special expertise in downtown and neighborhood revitalization. Additionally, Gail has served in numerous community and international positions, including as a Sacramento County Project Planning Commissioner, Association of Environmental Professionals State Board member, and US Representative to the World Mediation Forum. This professional experience uniquely complemented by her active civic involvement provides a thorough understanding of project analysis for both locally (CEQA) and federally funded (NEPA) projects, public dispute resolution, public policy development, project management, public outreach, and development review from all perspectives.

Representative Projects

I-80/Central Avenue Interchange Improvement, City of Richmond, CA. Environmental Compliance Lead/CEQA/NEPA Task Manager. The I-80 Interchange at Central Avenue has several traffic operations and public safety challenges associated with its current configuration. The City of Richmond, in partnership with Caltrans, proposes to implement roadway and traffic light improvement to address these issues. NCE is providing environmental compliance and permitting for the project under the Local Assistance Program through Caltrans District 4. NCE prepared the Preliminary Environmental Study (PES), obtained concurrence from Caltrans District 4 Environmental Staff and then conducted field investigations and technical studies for biological and cultural resources, hazardous materials, noise, air quality, water quality, hydrology, visual resources, and traffic. The cultural resources investigation included an Extended Phase 1 Archaeological Resources investigation (XPI) and the results of the Phase I Environmental Site Assessment (ESA) for hazardous materials required implementing a comprehensive Phase II ESA. NCE is leading the preparation of the CEQA Initial Study and environmental document.

Iron Horse Nature Park and Open Space, City of Dublin, CA. Environmental Compliance Oversight (CEQA). Gail was involved in scoping, environmental strategy, and will QC documents for this project. NCE's team of landscape architects, civil engineers, hydrologists, biologists, and environmental scientists are leading the design, permitting and construction process for the conversion of an abandoned and contaminated railroad right of way into an innovative and transformative 1.5-mile linear nature park and the improvements to the adjacent Stagecoach Park. The proposed restoration

Education
PhD, Human Sciences, Specialization in Transformative Social Change/ International Peace and Conflict Resolution, Saybrook University, 2015
MA, Environmental Planning, Consortium of the California State University, 1988
BA, Social Ecology, University of California, Irvine, 1978

Certifications
Certificate, International Peace and Conflict Resolution, Saybrook University, 2011
Certificate, Environmental Planning, University of California, Irvine Extension, 1977

Joined NCE
2018

Total Years of Experience
35 years

and improvements will provide many different activities, features and experiences that do not exist in any of the community's other parks. Located adjacent to an existing channelized creek and maintenance road, the park master plan envisions the elimination of the maintenance road, complete transformation, and integration of the creek into the nature park. Key features will include a 12' wide multimodal trail, waysides, and interpretative features with educational information about the natural and cultural history of the site, shaded seating areas, native restoration plantings, stormwater infrastructure, removal and remediation of all contaminated soils and pedestrian connections to adjacent parks, schools, and neighborhoods.

Berkeley University/Marina/Spinnaker Street Improvement MND, City of Berkeley, CA. Environmental Project Manager. NCE led the integrated civil design and environmental review (CEQA) and permitting for this high visibility local road improvement project. The project included the realignment and reconstruction of University Avenue to move off the old pier structure, with a roundabout connection at Marina, resurfacing and potential realignment of Marina with potential parking improvements, resurfacing of Spinnaker with pedestrian enhancements, and green infrastructure parking improvements. Although the City initially requested three separate scopes of work, based on public understanding of the project, NCE recommended a merged environmental review that protects the City, provides comprehensive information and greater transparency for decision makers and the public, provides greater flexibility for construction timing, and saved the City money. Once technical studies and an initial study were coordinated with design to ensure no environmental impacts would occur in this sensitive location, the project was able to be categorically exempted from CEQA.

Walnut Creek Flow Trail, City of Walnut Creek, CA. Project Manager The Lime Ridge Regional Recreational Area is located on the eastern edge of Walnut Creek on a dominant ridge leading to Mount Diablo and contains some of the last remaining chaparral in Walnut Creek and a rich diversity of plant and animal life. Currently, mountain bikers are creating unauthorized flow trails through sensitive habitat. The City's objective is to create a mountain bike flow trail in less sensitive habitat that meets the terrain-induced, roller coaster experience with little pedaling and braking necessary that mountain bikers are seeking. NCE is conducting botanical surveys, aquatic resources delineation, Native American consultation, and CEQA review for the proposed trail route. Based on the analysis, the City is designing the creek crossing to avoid impact to wetlands. The initial study review is anticipated to result in a Mitigated Negative Declaration. Gail is managing the completion of technical studies and the CEQA process.

Shannon Road Repair Project, Town of Los Gatos, CA. Principal. NCE has provided civil engineering, pavement engineering, environmental (CEQA NOE and supporting biological and cultural resource evaluations), and geotechnical engineering for the development of concept repair alternatives and construction documents for the reconstruction of a portion of Shannon Road to stabilize the roadway embankment. The section of roadway has been experiencing ongoing slope creep and movement resulting in pavement cracking and settlement issues and has required ongoing maintenance by the County and the Town. These road failures are primarily due to slope creep from an over-steepened roadway and improperly constructed embankment. The repair design including includes addition of a stabilizing soldier pile and lagging wall, reconstruction of the roadway with changes to cross slopes and limited roadway widening, replacement and improvements to the concrete metal pipe cross drain, and installment of a new Midwest guardrail system.

Cord Hute – Biological and Aquatic Resources, Permitting

Education
BS, Biology/ Environmental Science, University of Dubuque, 1995

Joined NCE
2022

Total Years of Experience
26 years

Cord Hute has 26 years of experience in environmental permitting, planning, biological surveys, biological monitoring, and project management. His expertise includes environmental planning and project permitting; aquatic and terrestrial ecological surveys; endangered species surveys; EIRs and EISs under CEQA and NEPA; Biological Assessments and Environmental Assessments; environmental oversight/monitoring of construction projects; state and federal Endangered Species Act consultations; wetland delineation and permitting; and wetland mitigation. He has provided services to both the private and public sectors— including telecommunications, utilities, oil and gas, public transportation projects, and residential and commercial development.

Cord has adeptly handled planning, permitting, and construction monitoring projects throughout California, Nevada, Utah, Arizona, and New Mexico. He has managed and prepared innumerable environmental documents required to satisfy local, state, and federal agencies. And he has consulted and successfully negotiated with a variety of agencies, including the U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), Bureau of Land Management (BLM), NOAA Fisheries, California Department of Fish and Wildlife, California RWQCB, California State Lands Commission, California Public Utilities Commission, and the San Francisco Bay Conservation and Development Commission (BCDC).

Representative Projects

I-80/Central Avenue Interchange Improvement, City of Richmond, CA. Senior Biologist. The I-80 Interchange at Central Avenue has several traffic operations and public safety challenges associated with its current configuration. The City of Richmond, in partnership with Caltrans, proposes to implement roadway and traffic light improvement to address these issues. NCE is providing environmental compliance and permitting for the project under the Local Assistance Program through Caltrans District 4. NCE prepared the Preliminary Environmental Study (PES), obtained concurrence from Caltrans District 4 Environmental Staff and then conducted field investigations and technical studies for biological and cultural resources, hazardous materials, noise, air quality, water quality, hydrology, visual resources, and traffic. The cultural resources investigation included an Extended Phase 1 Archaeological Resources investigation (XPI) and the results of the Phase I Environmental Site Assessment (ESA) for hazardous materials required implementing a comprehensive Phase II ESA. NCE is leading the preparation of the CEQA Initial Study and environmental document.

Iron Horse Nature Park and Open Space, City of Dublin, CA. Environmental Services Program Manager. Cord managed the implementation of the environmental studies (biological, aquatics, cultural, and hazardous materials contamination), the preparation and submittal of regulatory permit applications (CDFW Lake and SAA, RWQCB Section 401 permit, and USACE Nationwide 14 permit), and consultation with regulatory agencies to successfully secure environmental permits for the project. NCE's team of landscape architects, civil engineers, hydrologists, biologists, and environmental scientists are leading the

design, permitting and construction process for the conversion of an abandoned and contaminated railroad right of way into an innovative and transformative 1.5-mile linear nature park and the improvements to the adjacent Stagecoach Park. The proposed restoration and improvements will provide many different activities, features and experiences that do not exist in any of the community's other parks.

Fire Damage Recovery Paving Project, Sonoma County, CA. Senior Biologist. NCE is providing environmental review services on Sonoma County's (County) Fire Damage Recovery Paving Project – Phase II (project) located in Sonoma County, California. NCE was responsible for completing cultural and biological resources investigations and CEQA review and is supporting the County during construction. Our team worked closely with County staff to ensure the project would stay within the threshold of a CEQA CE. NCE prepared an archaeological and biological inventory of a 236-acre APE that identified 20 cultural resources and special status species and habitats within or adjacent to the APE; Cord was the lead biologist preparing the biological resources technical memorandum and worked with the County to define appropriate construction avoidance measures. NCE proactively made recommendations to protect or avoid resources that included specifying avoidance zones within the design plans, removal of non-essential project elements, or modifications to the design to avoid resource impacts. The project was determined to be categorically exempt per CEQA Guidelines Sections 15300-15333 and NCE prepared a Notice of Exemption and Administrative Record for the County.

Via Verdi Emergency Response Slope Stabilization and Culvert Replacement, City of Richmond, CA. Senior Scientist. Cord is serving as the CDFW qualified biologist for site restoration activities and is managing the implementation of regulatory permit conditions and requirements during the restoration of vegetation communities onsite, including implementation of the SWPPP, pre-construction biological surveys, and environmental monitoring of site construction activities. The project included the replacement and new construction of a large culvert on San Pablo Creek (W=26'; H=19') in 2 phases. Phase 1 was initiated due to a sinkhole that collapsed unexpectedly on Via Verdi near El Portal Drive. The collapse occurred within a portion of a very large, oval shaped corrugated metal pipe culvert. The City declared this event a local state of emergency due to implications to street infrastructure, utilities, critical habitat, San Pablo Creek and access to nearby communities. Subsequently, Phase 2 was initiated several years later due to a 300-foot-long landslide that developed upstream from the culvert headwall that also rendered adjacent Via Verdi unsafe. Both occurrences threatened to cut off the only access (i.e., Via Verdi) to 85 residencies and 2 large apartment complexes. NCE completed all engineering, permitting and regulatory compliance services for both phases. Our environmental services included agency consultations, biological and cultural resource assessments, aquatic resource delineations, Section 7 consultation with the USFWS, CEQA and NEPA documents, and permitting with the USACE, CDFW, and RWQCB. The 404 permit was an Individual Permit requiring a complete alternatives analysis and approval.

Point Molate Beach Park Erosion Assessment, City of Richmond, CA. Senior Biologist. The Point Molate area is a key coastal resource for the City of Richmond. A section of coastline at a City park began to erode at a rate that undermined a City road, created a public safety issue and could lead to delays for a planned bike path unless addressed. NCE is completing the planning, permitting and design for the coastal erosion and park improvements. NCE completed technical studies to support CEQA, consultations (ESA Section 7 and NHPA Section 10) and Clean Water Act (CWA) Section 404/401, Rivers and Harbors Act Section 10, and Bay Conservation and Development Commission permits. NCE is proactively working with regulatory and permitting agencies to provide the appropriate design that can be implemented at the earliest possible time to stop the erosion and restore footing for the planned bike path.

Mary Horvath, PE, CFM, QSP – Hydrology and Hydraulics Lead

Mary Horvath, PE, CFM, QSP, has more than 29 years of experience in water resources and floodplain management, 23 within the Northern Nevada region. She has expert understanding of the hydraulics of riverine environments. Mary has managed or been the technical lead on numerous successful multi-discipline projects for public entities throughout the Northern California and Nevada region. She has participated in several successful projects with responsibility for presenting highly technical evaluations to people within and outside the water resources field.

Representative Projects

I-80/Central Avenue Interchange Improvement, Contra Costa Transportation Authority (CCTA) and City of Richmond, CA. Lead Hydraulic Engineer. Improvements will be completed as two separate projects in an effort to improve traffic congestion in the I-580/I-80 Central Avenue area. Through the use of multiple electronic variable message signs, the first project will redirect I-80 westbound on-ramp traffic during weekend peak periods to I-580. The second project will improve signalized intersection spacing along Central Avenue by connecting Pierce Street and San Mateo Street, converting Pierce Street access at Central Avenue to "right-in, right-out," and relocating the traffic signal at Pierce Street/Central Avenue to the San Mateo Street/Central Avenue intersection. Mary is responsible for the analysis of the hydrologic and hydraulic conditions of the site in order to inform the design for storm water management.

Iron Horse Nature Park and Open Space, City of Dublin, CA. Hydrologic/Hydraulic Task Lead. Mary is completing the hydrologic analysis for culvert crossings in the trail design and the stormwater analysis for the project. NCE's team of landscape architects, civil engineers, hydrologists, biologists, and environmental scientists are leading the design, permitting and construction process for the conversion of an abandoned and contaminated railroad right of way into an innovative and transformative 1.5-mile linear nature park and the improvements to the adjacent Stagecoach Park. The proposed restoration and improvements will provide many different activities, features and experiences that do not exist in any of the community's other parks. Located adjacent to an existing channelized creek and maintenance road, the park master plan envisions the elimination of the maintenance road, complete transformation, and integration of the creek into the nature park. Key features will include a 12' wide multimodal trail, waysides, and interpretative features with educational information about the natural and cultural history of the site, shaded seating areas, native restoration plantings, stormwater infrastructure, removal and remediation of all contaminated soils and pedestrian connections to adjacent parks, schools, and neighborhoods.

Education
MS, Hydrology, University of Nevada, Reno, 1996
BA, Geology, Smith College, 1990

Registrations/ Certifications
Professional Engineer – Civil, CA #74433
Certified Floodplain Manager (ASFPM: US05-01731)
Qualified Stormwater Pollution Prevention Plan Preparer (QSP) – CA #22855

Affiliations
American Society of Civil Engineers
Floodplain Management Association
Association of State Floodplain Managers

Joined NCE
2017

Years of Experience
29 years

Marina Streets Improvement Project, City of Berkeley, CA. Lead Hydrologist/Hydraulic Engineer. Mary led the analysis and design of drainage improvements and storm water facilities including the infiltration features. The streets that service the Berkeley Marina, a popular public amenity, are dilapidated and frequently flood with stormwater. To counter this, the City of Berkeley is conducting a series of improvement projects to address the structural, aesthetic and drainage issues of the roadways. NCE is leading the integrated civil design and environmental review and permitting for these projects that include the realignment/reconstruction of University Avenue, Marina Boulevard, and Spinnaker Way, construction of a roundabout connection at the intersection of University Avenue with Marina Boulevard, parking improvements, pedestrian circulation and safety enhancements, new drainage facilities, and green infrastructure and pervious parking treatment to reduce stormwater runoff to the bay. The design addressed sea level rise and resiliency, cultural resources, green infrastructure, and public access.

Los Gatos Stormwater Master Plan, Town of Los Gatos, Los Gatos, CA. Technical Lead. The Town of Los Gatos, located in the foot hills of Silicon Valley, needed a prioritized list of Capital Improvement Program (CIP) projects to address chronic flooding and maintenance issues. The Stormwater Master Plan (SWMP) Update, which NCE completed for the Town in early 2021, included the delineation of priority areas, a data collection effort to inventory the Town's drainage infrastructure, an update of the Town's existing geodatabase with the collected data, a hydrologic and hydraulic analysis analyses to characterize drainage deficiencies in the priority areas, and the identification, conceptual design and cost estimates for CIP projects to address drainage issues. Mary was the main point of contact with the Town and led all technical aspects of the project including data collection, hydrologic and hydraulic analysis, and the preparation of the Stormwater Master Plan Update.

Rumrill Boulevard Complete Streets and Green Infrastructure, City of San Pablo, CA. Stormwater Design Lead. Mary led the design of the stormwater and drainage facilities. NCE designed a 2.5-mile-long complete streets project along Rumrill Boulevard with an estimated construction value of $15 million. This Community-based design process focused on transforming the street into a safe and friendly place for people and business by improving conditions for walking, bicycling, and transit. The project adds Class IV bikeways in both directions of travel. Additional key project elements include landscape buffers, widened bus stop landings, increased parking, and video detection at traffic signals for vehicles and bicycles. In addition, the project includes LID design and bioretention basins, landscaping improvements, curb extensions/bulbouts, sidewalk widening, crosswalk improvements with rectangular rapid flashing beacons, median refuges bus stop shelters, expanded street lighting, ADA concrete and roadway improvements (curb ramps, sidewalks, driveways, medians, and regrading pedestrian roadway crossings), drainage improvements, trail crossings, wayfinding signs, pedestrian and street lighting. Mary led the design of the stormwater and drainage facilities.

2018 Resurfacing Program, City of Albany, CA. Drainage Design. NCE developed construction documents for a surface seal program, covering 20 streets throughout the northern half of the City. The program included residential and collector streets in fair to poor condition with improvements such as extensive base repairs, crack sealing, slurry seals, rubberized cape seal, and striping. The project also completed the remaining bike route and pedestrian crossing striping and signage updates from the City's Active Transportation Plan. NCE's engineer's estimate was in line with the multiple bids received, with the winning bidder 10% lower than NCE's construction estimate. Mary supported the drainage and stormwater design.

Matthew Gaber, PLA – Landscape Architect Lead

Over a 30-year career, Matthew Gaber, PLA, has developed a wide perspective on traditional and emerging areas of practice. He is recognized for the creation of bold, thoughtful solutions to complex problems for varied clientele across a spectrum of sites. Throughout his career Matthew has sought work which is environmentally and socially responsible, with a strong focus on client service and relationships. He brings this approach and passion to each new project. Matthew has focused his career on providing professional services to public agencies and non-profit developers, working on a wide range of sites and housing types from single family residential, to townhouses to apartments and multi-story residential towers.

Representative Projects

Central Avenue at Interstate-80 Local Road Improvement and Re-alignment Project, City of Richmond, CA. Landscape Architect. The City of Richmond is served as the lead agency for the I-80/Central Avenue interchange that will improve traffic conditions. The project will increase spacing between the signalized intersections east of I-80 by connecting Pierce Street and San Mateo Street, restricting Pierce Street access at Central Avenue to "right in, right out" only, and relocating the traffic signal at Pierce Street/Central Avenue to the San Mateo Street/Central Avenue intersection. NCE is providing civil and is the environmental lead responsible for CEQA compliance, including working with the Caltrans Local Assistance Division to address potential environmental impacts. NCE will prepare the complete initial site investigations and technical studies necessary to develop a concept design for public outreach, starting right-of-way acquisition communications and discussions, and determining the level of NEPA and CEQA compliance required to obtain the necessary environmental clearance for the project. NCE will complete additional investigations, the NEPA and CEQA documents, and construction documents for bidding and construction.

Iron Horse Nature Park and Open Space, City of Dublin, CA. Principal Landscape Architect. Matthew has been involved in all phases of this project from an initial feasibility study to the construction documentation. He has been a critical team member guiding civil engineers, landscape architects, biologists and scientists on the implementation of a transformative vision of this former railroad right of way into a park focused on the natural flora and fauna, cultural history and environmental phenomenon of the site. NCE's team of landscape architects, civil engineers, hydrologists, biologists, and environmental scientists are leading the design, permitting and construction process for the conversion of an abandoned and contaminated railroad right of way into an innovative and transformative 1.5-mile linear nature park and the improvements to the adjacent Stagecoach Park. The proposed restoration and improvements will provide many different activities, features and experiences that do not exist in any of the community's other parks. Located adjacent to an existing channelized creek and maintenance road, the park master

Education
MA, Landscape Architecture, Harvard Graduate School of Design, Cambridge, MA, 1995
BA, Landscape Architecture, University of California, Berkeley, 1987

Registrations/ Certifications
Professional Landscape Architect, CA #3740
Registered Landscape Architect, Nevada #1045

Affiliations
Council of Landscape Architects – Certified Landscape Architect

Joined NCE
2019

Years of Experience
32 years

plan envisions the elimination of the maintenance road, complete transformation, and integration of the creek into the nature park. Key features will include a 12' wide multimodal trail, waysides, and interpretative features with educational information about the natural and cultural history of the site, shaded seating areas, native restoration plantings, stormwater infrastructure, removal and remediation of all contaminated soils and pedestrian connections to adjacent parks, schools, and neighborhoods.

Hesperian Boulevard Complete Streets and Median Renovation, City of San Leandro, CA. Principal Landscape Architect. Matthew is leading the urban design, streetscape and planting design for the transformation of Hesperian Boulevard into a pedestrian and bicycle friendly street graced with shade trees and green infrastructure. Focus has been placed on the design of class IV bicycle facility, new street trees and the revegetation of the medians with drought tolerant, signature trees. The City of San Leandro, as part of a road diet and complete streets project will be renovating the medians and adding street tree islands to transform this arterial into a multi-modal pedestrian scaled street. Key project tasks include the inventory and analysis of existing trees within the medians to determine the feasibility of preservation, the creation of a zero-maintenance xeriscape and the placement of tree islands to provide a living buffer between automobiles and bicyclists. The design process initiated with a detailed inventory of existing conditions including utility locations, topography, boundaries, Railroad crossing requirements and existing irrigation infrastructure. Using the background information gathered by the civil engineering staff, NCE's landscape architects created multiple options for the renovation of the medians, including visualizations to assist key stakeholders understand the proposed physical and aesthetic changes to the streetscape. Upon gaining approvals NCE's landscape architects are currently creating construction documents including tree preservation, planting, and irrigation plans.

Marina Streets Reconstruction, City of Berkeley, CA. Landscape Architect. NCE was retained by the City to provide engineering and design services for the realignment and reconstruction of University Avenue between the frontage road at I-80 and Marina Blvd. at the Berkeley Marina. The eastbound lanes, featuring numerous undulation due to a settled roadbed, will be moved north to the current median, while the westbound lanes will stay in their current location. The intersection between University Avenue and Marina Blvd. will be modified to a roundabout. The project design includes LID features like bio-detention basins, new street lighting, new infrastructure including a sewer and water service for a future visitor kiosk, landscaping, irrigation, and striping. Marina Boulevard received an ARHM mill and overlay with shoulder drainage re-grading. Spinnaker Way was reconstructed with FDR and an HMA overlay, and a comprehensive re-design of the existing storm drain system to improve water quality and reduce local flooding. This included a new on-street parking system designed to retain the first 10-year design storm and a bioretention traffic circle with plantings.

Hillcrest Park Green Infrastructure and Trash Capture, City of Concord, CA. Principal Landscape Architect. The City of Concord received a grant from Caltrans to incorporate green infrastructure into Hillcrest Park to mitigate stormwater impacts from the expansion of Highway 4 and 242 in Concord CA. Matthew Gaber is leading the site planning and construction documentation for the integration of stormwater trash capture devices and bioretention facilities into this multi-use community park. The focus is on seamlessly integrating the bioretention and stormwater infrastructure into the park while maintaining and enhancing existing activities, the character and features of the park such as sports fields, play areas and regional trails within the framework of Caltrans grant requirements.

Maria Paola Murillo – Civil Engineer

Paola has been involved in numerous complex civil design projects for rehabilitation and reconstruction street programs that include field data collection, base repairs, roadway striping design, new curb ramps, curb and gutter repairs, sidewalk repairs, and bike and pedestrian improvements. She is also highly proficient in various computer-aided design and drafting software and equipment, such as AutoCAD, ArcGIS, Solid Works, Microsoft Office, OpenPave, EverFE, and MATLAB. Her experience also includes technical writing as well as literature review.

Education
BS Civil Engineering with a minor in Construction Engineering and Management, University of California, Davis, 2018

Joined NCE
2019

Total Years of Experience
3 years

Representative Projects

2019-21 Annual Street Overlay and Rehabilitation, **City of San Leandro, CA**. Staff Engineer. In 2018, NCE was contracted by the City of San Leandro to prepare construction documents and pavement rehabilitation and reconstruction design for 23 arterial, collector, and residential streets (5 miles) for the 2019-21 contract. NCE's scope of work included pavement investigation and design and preparation of civil design PS&Es for construction. Pavement design solutions included conventional and RHMA overlays, full-depth asphalt reconstruction, FDR in lieu of more expensive conventional reconstruction, and a pilot project for cold central plant recycling on an arterial street based on recommendations provided by NCE. NCE was selected again to provide these services for the **2021-23 contract** with an estimated construction value between $7.0 to $10.0 million.

Pavement Rehabilitation and Maintenance Design, Presidio Trust, San Francisco, CA. Staff Engineer. NCE designed the Presidio Trust's pavement rehabilitation and maintenance project throughout the Presidio Trust campus including a substantial portion of the bicycle lane network. The scope for this project included preparing plans, specifications, and cost estimates for bidding purposes. Design elements of the project include pavement design, a roundabout, extensive modification to existing striping and markings to introduce class II and III bikeways and an advisory bike lane, roadway grading, drainage solutions and design, and a bus platform. As part of this project, NCE introduced cost-effective and sustainable pavement treatment alternatives, such as CIR that allows the asphalt concrete to be recycled in-place offering up a green technology that recycles existing onsite materials, reduces costly truck trips for import of asphalt paving materials, and reduces greenhouse gases and energy usage. The pavement design considered a number of different factors, including medians, curb reveal, depth to underlying concrete, previous overlays and fabric materials, AB thickness, and other buried obstructions, such as rail lines and recommended an appropriate pavement treatment.

2022 West of 101 Pavement Rehabilitation, City of South San Francisco, CA. Staff Engineer. NCE is providing engineering and design services to facilitate a rehabilitation project of all eligible streets west of 101. The 2022 West of 101 Pavement Rehabilitation Project's goal is to perform deferred maintenance west of 101, outside of the annual surface seal program. The City is responsible for the maintenance and repair of approximately 140 centerline miles, comprised of 33 arterial miles, 39 collector miles, and 68 residential miles. The City utilizes a program of slurry seals, overlays and surface reconstruction as maintenance and rehabilitation strategies. West of US101 there are approximately 123 centerline miles,

comprised of 23 arterial miles, 35 collector miles, and 65 residential miles. Every two years the City surveys the streets and enters the data into the South San Francisco PMP StreetSaver® database program. NCE is responsible for project management, pavement rehabilitation design, PS&E, and bidding and construction support services.

Yellow Brick Road Complete Streets, City of Richmond, CA. Staff Engineer. Improvements include curb extensions/bulbouts, sidewalks, ADA curb ramps, median refuges, trail crossings, Class II bicycle facilities, wayfinding signs, pedestrian lighting, landscaping, roundabouts, speed tables, raised intersections, rapid flashing beacons, back-in parking, and green painted bicycle lanes to create safe walkways and bikeways.

2021-2022 Pavement Resurfacing Program, City of Pacifica, CA. Staff Engineer. NCE has developed 5-Year work plan for the City with surface seal and rehabilitation projects based on City's SB1 funding, as well as pavement management database review and unit cost update. Field reviews were performed to verify pavement condition and treatments to finalize the work plan. NCE then scheduled field calibration meeting with City staff to discuss various surface seal applications and base repair criteria. Cost effective cape seal with leveling courses were designed on residential streets with lower PCI to prevent water from damaging pavement and help resisting reflective cracking. As part of this project, NCE civil and pavement engineering design services included pavement coring, curb/gutter replacement, utility coordination, curb ramp design, drainage improvements, pavement design recommendations, PS&Es, and bidding and construction support services.

Point Molate Beach Park Erosion Assessment, City of Richmond, CA. Staff Engineer. The City retained NCE to provide engineering services to restore a section of shoreline at the Point Molate Beach Park. Ongoing and unmitigated erosion over the past 40 years has removed a significant portion of the beach park and a portion of Burma Road, the access road to Point Molate. The NCE team prepared an erosion assessment and alternatives study to determine cost-effective shore restoration measures that could be permitted. The alternatives include a piled wall and rock revetment. NCE is working with regulatory and permitting agencies to provide the appropriate design that can be implemented at the earliest possible time to stop the advancing beach erosion at the site. The presence of natural and cultural resources in the project area plays an important role in the decision of the most suitable alternative.

2021 PMP Pavement Rehabilitation, City of South San Francisco, CA. Staff Engineer. NCE has been providing to the City a various of pavement management services including development of a multi-year Paving Work Plan, updating the City's maintenance and rehabilitation decision tree, evaluating alternative pavement treatment technologies, and development of construction documents for bidding. In 2017 to 2021 pavement management programs, we have developed pavement design and civil design for surface seal and rehabilitation of 48 centerline miles (more than 200 sections) of City streets with a construction cost over $14 million. In addition, NCE has modified City's Street Saver database and updated historical maintenance and rehabilitation records to perform budget analyses and develop multi-year work plan. Recently, City's 6-Year Work Plan was updated based on City's budget, rehabilitation strategy and candidate streets are grouped by maintenance zone for efficiency of design, construction (less mobilization), future maintenance, and to be able to resurface more streets with a limited pavement resurfacing annual budget.

NCE has provided pavement and civil design services for preventive maintenance on City streets with scrub, slurry, and cape seals and rehabilitation of City streets with mill and overlays as well as surface reconstruction.

Edith Rodriguez – Civil Engineer

Education
BS Civil Engineering, University of California, Davis, 2023

Affiliations
American Society of Civil Engineers

Joined NCE
2023

Total Years of Experience
1 year

Edith Rodriguez joined NCE upon graduation, since then, she has gained experience in preparing design drawings and plan sheets for road and pavement rehabilitation/maintenance projects using AutoCAD. She also has experience with collecting field data to improve curb ramps, curb and gutters, and base repairs. Her work includes designing roadways and roadway striping, improving curb ramps, preparing quantities, and analyzing project sites for existing utilities.

Representative Projects

Paving Rehabilitation Plus Design Consulting Services, Presidio Trust of San Francisco, CA. Staff Engineer. The Trust wants to update their concrete details and specifications to reflect current design standards and methods to allow for less expensive, better performing, and, if possible, more sustainable minor concrete. NCE is providing consulting design services to refine the Trust's concrete detailed drawings and specifications to reduce costs over the expected lifespan of each feature. Features include sidewalks, vertical curbs and curbs and gutters, curb ramps, detectable warning surfaces, driveways, and bus platforms. The goal is to review and revise, as necessary, the Trust's existing detail drawings, comparing them with those used by other Bay Area agencies as well as those used regionally and nationally.

Citywide Sidewalk Repair Project, City of Concord, CA. Staff Engineer. NCE is providing civil design support to the City to prepare construction plans, technical specifications, and engineer's estimate (PS&E) for the Citywide Sidewalk Repair Project No. 2666. The City requests assistance in preparation of PS&E for the construction of sidewalk (concrete and asphalt concrete) repairs it has identified at City maintained Baldwin Park, Ellis Lake Park, City Hall, and the City Corporation Yard. The City has marked repair locations with white paint. The repairs are meant to address tripping hazards and heavily cracked slabs. NCE is collecting the marked repair locations and modifying as necessary in the field and preparing the corresponding construction documents (PS&E 80% and 100% final).

Seminary Avenue Streetscape Design, City of Oakland. Staff Engineer. NCE is providing pavement and civil design services for Complete Street improvements on Seminary Avenue between Foothill Boulevard and Sunnymere Avenue. The section of Seminary Avenue is an important arterial street that provides access for Frick and Millsmont Neighborhoods, schools, Mills College, and Interstate 580 and is identified as a truck route and services AC Bus Transit Lines 45, 650, and 617. The project design elements include new paving, striping and delineators, curb ramps and pedestrian push buttons, hardened centerlines, new sidewalk, traffic calming, and opportunistic landscaping in median islands or concrete islands with possibly green infrastructure and trees.

Grand Street OBAG 2 Rehabilitation Project, City of Alameda, CA. Staff Engineer. The City of Alameda (City) has requested that NCE complete pavement and civil design and E-76 documents for the Grand Street Rehabilitation Project (Project). The section of Grand Street from Encinal Avenue to Shoreline Drive is an important major collector street that serves as a north-south connector for access to neighborhood streets schools, and to a local shopping center. NCE is exploring cost efficient pavement rehabilitation

strategies based on coring and pavement deflection testing with consideration of conventional and innovative paving materials (e.g., HMA, WMA) and alternative recycle in-place pavement treatment technologies such as Cold In-Place Recycling (CIR). The project will include the design Class II and buffered bike lanes, ADA compliant curb ramps and pedestrian crossings, new lighted pedestrian crossings, minor drainage improvements, consideration of a roundabout, and curb and gutter repairs.

San Francisco Bay Trail at Point Molate, East Bay Regional Park District, Richmond, CA. Staff Engineer. The East Bay Regional Park District (EBRPD) is proposing to construct a 2.5-mile section of the San Francisco Bay Trail, a non-motorized Class I trail, that connects at the Richmond-San Rafael Bridge and runs through Castro Point to the Point Molate Beach Park. The mission of creating the Bay Trail is to provide the community with an exceptional recreational experience along the scenic coastline and its habitats. NCE is leading the planning, design, environmental compliance, and permitting for this important project. Our work included completing a detailed feasibility analysis to identify potential trail alignments, consider engineering and landscape constraints, assess environmental considerations, and complete technical studies. The scope of regulatory compliance and permitting work is extensive and ongoing. Permit applications to the U.S. Army Corps of Engineers (404), San Francisco Regional Water Quality Control Board (401), and the San Francisco Bay Conservation and Development Commission have been submitted and we anticipate final permits in Fall 2021. Due to a variety of landowners within the project area along with sensitive habitats and unique cultural resources, thoughtful coordination with private landowners, resource agencies, and Native American Tribes has been a focus on the project. NCE worked closely with EBRPD staff to meaningfully engage stakeholders and agencies early in the process and communicate the Projects goals and needs to landowners in order to obtain critical easements and access agreements, and approval for the proposed project design.

DUBLIN
CALIFORNIA

Statement of Qualifications for

CIVIL ENGINEERING AND SURVEYING SERVICES

Prepared for

City of Dublin

April 12, 2024

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PAKPOUR CONSULTING GROUP

April 8, 2024

Julius Pickney
Management Analyst II, City of Dublin
100 Civic Plaza
Dublin, CA 94568

Reference: Request for Qualification for Civil Engineering and Surveying Services

Dear Mr. Pickney,

Pakpour Consulting Group is pleased to submit the enclosed Request for Qualifications for On-Call Civil Engineering and Survey Services. **Gary Ushiro, PE** (Development Review)**, Brandon Laurie, PE** (Design) or **Steven Yee, PE** (Staff and Program Management) will serve as the project manager and single point of contact for all aspects of the on-call contract.

Proven Track Record in On-Call Engineering Services

Pakpour Consulting Group has a proven track record in providing as-needed consulting services. We successfully completed numerous projects including street rehabilitation, development review, staff augmentation and construction management, on schedule and within budget for:

City of Cupertino
City of Pleasanton
City of Benicia
Town of Hillsborough
City of Pleasant Hill
City of Berkeley
City of San Rafael
Purissima Hills Water District (Los Altos Hills)
Westborough Water District (South San Francisco)
Mid-Peninsula Water District (Belmont)
Hayward Area Park District
City of Dublin
City of Newark
San Jose Water Company

100% Positive Feedback from Current and Former Clients

Pakpour Consulting Group is proud to receive **100% positive feedback from current and former clients.** Since our inception in 2004, we met or exceeded all our client's expectations. References are found throughout our proposal.

Our Firm's Size and Location

Our firm's size and low overhead allows *Pakpour Consulting Group* to provide the most cost-effective service to the City of Dublin.

We look forward to our continued partnership with the City of Dublin. Should you have any questions please contact me at (925) 224-7717 or jpakpour@pcgengr.com.

Very truly yours,
Pakpour Consulting Group
Joubin Pakpour, P.E., President

DocuSigned by:
Joubin Pakpour
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Firm Qualifications

Statement of Understanding

The City of El Cerrito is seeking to retain three or more qualified consulting firms to provide on-call engineering and project management services for various projects associated with City's Capital Improvement Program. The term of the agreement will be three years with an option to extend an additional two years. The work will be assigned on an as-needed basis for various projects and city programs in the City of El Cerrito. They may be discrete, short-term assignments or may be part of larger capital projects or planning projects. The selected Consultants will report to, and operate under, the direction of the City staff, and shall provide some, or all, of the following services: Complete Streets Infrastructure, Accessibility Modifications, Pavement Management, Storm Drain Infrastructure, New Development & Redevelopment Stormwater Management and Green Infrastructure, Erosion and Sediment Control/Stormwater Construction Site Control, City Building and Facilities, Park and Landscape Facilities, Private Development Review, Utility Coordination and Permitting and Master Planning and Budgeting.

"Pakpour Consulting Group continues to be a trusted partner to solve the City of Pleasanton's needs for engineering support. They are an extension of the City family, less the fighting! The excellent advice and innovated solutions deliver projects under budget and in schedule. Their attention to detail, understanding of construction and incorporating the input from the end users really creates a complete project. The City of Pleasanton looks forward to continue working with Pakpour Consulting Group well into the future."

Adam Nelkie, PE, *Senior Civil Engineer, City of Pleasanton, 925.931.5675*

Company Background

Pakpour Consulting Group is a California Corporation established in 2004 to provide engineering services to small- and medium-sized public agencies in Northern California. Our staff of 13 includes seven registered civil engineers in California.

***Pakpour Consulting Group* provides comprehensive municipal civil engineering design and construction management services exclusively to public agencies.** Our wide variety of services includes staff augmentation, Contract District Engineering, transportation engineering, storm drainage design, water distribution systems engineering, sewer and hydrology studies, program management services, civil plan review, constructability review, and construction management. **Our firm only provides services to municipal clients and does not service private developers or entities.**

Overview of Services

Pakpour Consulting Group provides comprehensive municipal civil engineering design and construction management services exclusively to public agencies for a wide variety of projects. Our services include:

- Construction Management and Inspection Services
- Program Management and Staff Augmentation
- Water Distribution and Sewer Collection Engineering
- Transportation Engineering Services
- Constructability and Civil Plan Review Services
- Storm Drainage Engineering
- Contract City and District Engineer

Firm Qualifications

Proven Track Record in On-Call Civil Engineering Services

Pakpour Consulting Group has a proven track record in providing on-call consulting services to jurisdictions throughout the Bay Area.

- City of Cupertino
- City of Pleasanton
- City of Benicia
- Town of Hillsborough
- City of Pleasant Hill
- City of Berkeley
- City of San Rafael
- Purissima Hills Water District (Los Altos Hills)
- Westborough Water District (South San Francisco)
- Mid-Peninsula Water District (Belmont)
- Hayward Area Park District
- City of Dublin
- City of Newark
- San Jose Water Company

Methodology

The majority of our staff have worked in some capacity at public agencies; making us uniquely qualified in understanding the City of El Cerrito's requirements, challenges, and program objectives. We understand the complex nature of approaching a public works project and that no two projects are the same. *Pakpour Consulting Group* approaches each project with that philosophy in mind. Our 100% positive feedback from all of our current and former clients is testament to our approach. We know other consultants will utilize their "A" team at project interviews with their "C" team possibly doing the actual work. **What you see is what you get at *Pakpour Consulting Group*.** In our 20-year history, we have had only two professional staff leave our firm and one was due to retirement.

100% Positive Feedback from Current and Former Clients

Pakpour Consulting Group is proud to have a 100% positive feedback from current and former clients. Since our inception in 2004, we have met or exceeded the expectations of all of our clients. Our references on pages 27-29 of this proposal lists our current on-call clients.

Quality Assurance

Pakpour Consulting Group has a well established Quality Assurance/Quality Control (QA/QC) Program that applies to all work products generated. The design of the project will have an independent QA/QC overseer, **Joubin Pakpour, PE**, who will review projects at critical stages. To ensure objectivity, Mr. Pakpour will not be directly involved with the project. This program contributes to our reputation for producing accurate, high quality engineering documents.

Certified Zero Footprint

In 2006, *Pakpour Consulting Group* became the first civil engineering firm in California to be certified as having a net zero footprint on the environment. We believe environmental stewardship is everyone's responsibility, and as civil engineers we should be at the forefront of the fight against global warming by providing safe, clean water and air to our communities. *Pakpour Consulting Group* collaborated extensively with certifying agencies to monitor, measure and ultimately eliminate our environmental footprint.

"Pakpour Consulting Group is a small engineering firm that delivers big results with quality engineering plans, construction management, and exceptional customer service. They have assisted us with the design of several water main and tank projects and the quality of their work, and attention to detail and scheduling, have exceeded our expectations."

Paul Willis, PE, *Director of Public Works*
Town of Hillsborough, 650.375.7444

Project Experience

Bubb Road Separated Bikeway Improvements

City of Cupertino | Cupertino, CA

Situation: The City of Cupertino's Bicycle Transportation Plan included upgrades of the Class IIB buffered bike lanes along Bubb Road to a Class IV separated bikeway. Bubb Road is also the location of several offices for Apple, Inc., which offers free shuttles for employees. The shuttles run continuously and loop through congested parking lots to drop off employees. Additionally, employees often jaywalk to get between offices due to the lack of a mid-block crosswalk. The City wanted to find a solution that incorporated improvements for bicyclist, shuttle, and pedestrian safety.

Rectangular Rapid Flashing Beacon at Crosswalk and Class IV Separated Bikeway

Special Challenges: In order to reduce conflicting movements between bicyclists, shuttles, and pedestrians, the City desired to construct a shuttle platform along the existing roadway. However, the existing right-of-way width could not accommodate a two-way shuttle platform, two vehicle travel lanes, and two separated bikeways. Fronting properties were fully developed and additional right-of-way acquisition was deemed infeasible. *Pakpour Consulting Group* (PCG) worked with the City to design innovative offset shuttle platform in the street median.

Offset Median Island Shuttle Stop

Services Overview: Since 2018, PCG has served as on-call engineers for the City of Cupertino. For the Bubb Road Separated Bikeway Improvements, PCG provided design and construction support for the construction of the Class IV separated bikeways, an offset shuttle loading/unloading platform, 400 feet of new sidewalk, touchless pedestrian push buttons, a new crosswalk along the north side of the Bubb Road/Results Way intersection, and two mid-block pedestrian crossings with pedestrian activated warning lights, and new curb, gutter and sidewalk along Bubb Road. PCG worked closely with the City to respond to feedback from stakeholders such as Apple and the City's Bicycle Pedestrian Commission (BPAC). PCG also provided bid assistance and construction support.

About City of Cupertino: Incorporated in 1955, Cupertino is a city within Santa Clara County with a population of more than 60,000. Cupertino is known as the home of Apple, Inc.'s corporate headquarters.

Client Contact
Chad Mosley, PE
City Engineer
408.777.7604
ChadM@cupertino.org

Construction Cost
$800,000

Completion Date
Fall 2021

Project Manager
William Lai, PE

DUBLIN CALIFORNIA

Project Experience

Boris Lake Storm Drain Outfall Repairs

City of Pleasanton | Pleasanton, CA

Situation: Due to an unusually wet 2016/17 winter, the City of Pleasanton (City) experienced a storm drain failure at the system's discharge location into Boris Lake located within East Bay Regional Parks District's Shadow Cliffs Regional Recreational Area. The City believed the 55 LF 36-inch corrugated metal pipe (CMP) failed due to surcharged loading and had also severely eroded the 66% slope hillside where it was installed. Time was of the essence to design and construct the repair before the 2017/18 rainy season.

Special Challenges: Given the City's need to have the storm drain repaired before the beginning of the 2017/18 rainy season, *Pakpour Consulting Group* (PCG) assembled a team familiar with environmental permitting and geotechnical knowledge of the area to expedite the design phase. The overall design was condensed to approximately 1.5 months to account for advertising and construction completion by mid to late October. In order to attain the City's goal of minimizing the potential of a future pipe failure, the design incorporated the use of 36-inch fusible polyvinylchloride in combination with pipe anchors to ensure pipe stability. The finished grade flattened the existing site from a 1.5:1 to a 2:1 slope and rip rap was placed on the final two feet of the backfill directly over the pipe to minimize erosion should the storm drain overflow from the upstream catch basin.

Services Overview: Since 2013, PCG has served as on-call engineers for the City of Pleasanton. For the Boris Lake Storm Drain Outfall Repairs project, PCG provided design and construction support services for the repair of 55 LF of 36-inch storm drain pipe and reconstruction of the eroded hillside. PCG and its subconsultants also assisted with geotechnical investigations/reports and environmental permitting. PCG worked close with the City and various permitting agencies to expedite the project to ensure completion before the 2017/18 rainy season.

About City of Pleasanton: Incorporated in 1894, Pleasanton has a population of more than 70,000. In 2005 and 2007, Pleasanton was ranked the wealthiest middle-sized city in the United States by the US Census Bureau.

Storm Drain Outfall before Slide Repairs

Storm Drain Outfall after Slide Repairs

Client Contact
Adam Nelkie, PE
Senior Civil Engineer
925.931.5675
anelkie@cityofpleasantonca.gov

Construction Cost
$200,000

Completion Date
Fall 2017

Project Manager
Brandon Laurie, PE

Project Experience

As-needed Construction Management and Staff Augmentation

City of Dublin | Dublin, CA

Situation: The City of Dublin is one of the fastest-growing cities in California. To maintain its ability to provide excellent customer service and serve the needs of the growing community, the City relies on professional consultants to augment its in-house staff.

Services Overview: Since 2010, *Pakpour Consulting Group* (PCG) has served as on-call engineers for the City of Dublin. Services include private development review, project design, construction management, construction inspection and as-needed staff augmentation. Working as an extension of City staff, PCG adheres to in-house procedures, process and established schedules. Construction management and staff augmentation services have included assistance with planning and pre-construction activities, coordination with the designer, public outreach, management of the scope of work, schedule and budget of other City consultants, and acting as the City representative and liaison with outside public agencies.

Notable Projects:

- **Don Biddle Community Park:** A new 30-acre community park. This project won the Project of the Year Award, for Structures $5M to $25M from the Northern California American Public Works Association (NorCal APWA).
- **Fallon Sports Park:** A new 19.75-acre community park expansion
- **Jordan Ranch Park:** A new 5-acre neighborhood park
- **Shannon Community Center:** Parking lot upgrades
- **Storm Drain Trash Capture Upgrades:** Installation of two hydrodynamic separators
- **Imagine Playground:** New all-abilities playground at Dublin Sports Ground. This project won the Project of the Year Award, for Structures $5M to $25M from the NorCal APWA.

About City of Dublin: Located in the San Francisco East Bay, Dublin is the second fastest-growing city in California. With a population of nearly 50,000, the population is forecasted to grow to 76,000 by 2030.

Fallon Sports Park, a New 19.75-Acre Community Park

Jordan Ranch Park, a New 5-Acre Neighborhood Park

Client Contact
Laurie Sucgang, PE
City Engineer
925.833.6630
laurie.sucgang@dublin.ca.gov

Project Fee
$300,000 per year

Completion Date
On-going

Project Manager
Lorin Jensen, PE

Team & Key Personnel

Project Team

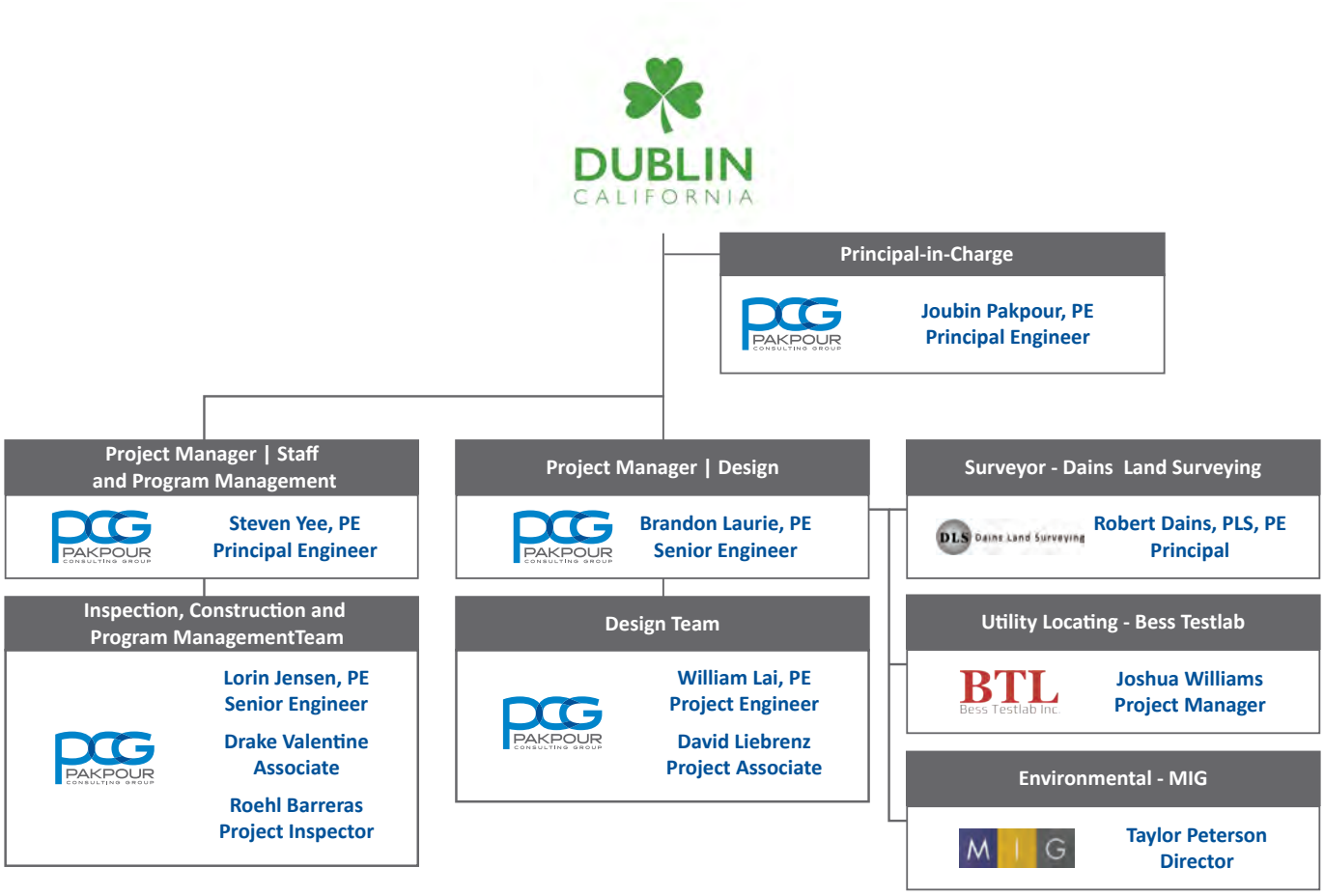
Our staff of 13 includes seven registered civil engineers and three public works inspectors. The majority of our staff has worked in some capacity at public agencies, making us uniquely qualified to understand the requirements, challenges, and program objectives of City of Dublin.

Project Managers

Depending on work assigned, either **Brandon Laurie, PE** or **Steven Yee, PE**, will serve as the project manager and single point of contact for all aspects of the on-call contract. Their familiarity with the knowledge of Public Works Standards provides our Team a high level of efficiency while providing design development review, construction management, and inspection of your projects with no learning curve.

Organization Chart

As projects are assigned to *Pakpour Consulting Group*, our project managers will evaluate staffing levels and project specific requirements to assign the highest skilled staff. Key staff members assigned to this contract are also partners at *Pakpour Consulting Group*.



Please see the Appendix for full resumes.

References

Associates at *Pakpour Consulting Group* have a combined 90 years of experience in municipal engineering and infrastructure design. Following is a testament of our understanding and knowledge of the industry:

City of Dublin |On Call Design Engineers since 2010

"Joubin, Gary, and the entire Pakpour Consulting Group team have been, and continue to be, an invaluable resource for the City of Dublin Public Works Department. Pakpour Consulting Group provides excellent engineering, construction management, inspection, project management, and land development review services to the City of Dublin on a variety of public works, park development, and private subdivision projects. ***Their commitment to the customer service, municipal engineering, and the public works profession is outstanding.*** *What I appreciate most about Joubin, Gary, and each member of their team, is the collaborative approach they take with city staff and their candor with respect to delivering quality projects. I highly recommend the services provided by Pakpour Consulting Group."*

Andrew Russell, PE, ***City Engineer***, *City of Dublin, 925.833.6630*

City of Pleasanton | On-Call Engineers since 2013

"Pakpour Consulting Group continues to be a trusted partner to solve the City of Pleasanton's needs for engineering support. ***They are an extension of the City family, less the fighting!*** *The excellent advice and innovated solutions deliver projects under budget and in schedule. Their attention to detail, understanding of construction and incorporating the input from the end users really creates a complete project. The City of Pleasanton looks forward to continue working with Pakpour Consulting Group well into the future."*

Adam Nelkie, PE, ***Senior Civil Engineer***, *City of Pleasanton, 925.931.5675*

Town of Hillsborough | On-Call Engineers since 2014

"Pakpour Consulting Group is a small engineering firm that delivers big results with quality engineering plans, construction management, and exceptional customer service. They have assisted us with the design of several water main and tank projects and the ***quality of their work, and attention to detail and scheduling, have exceeded our expectations****."*

Paul Willis, PE, ***Director of Public Works***, *Town of Hillsborough, 650.375.7444*

City of Newark | As-Needed City Services since 2019

"I have worked with Gary Ushiro and Pakpour Consulting Group for almost 15 years and across three different municipalities. ***Whenever I needed assistance with development plan review and project management, Pakpour has always been the first firm I reached out to.*** *Gary serves as a true extension of city staff, seamlessly stepping into the role, collaborating with city staff from multiple departments and coordinating with developers with minimal assistance and involvement on my part. His technical knowledge, attention to detail and project management skills have made him a valuable member of the City's Engineering Division and a trusted colleague. I highly recommend Pakpour Consulting Group."*

Jayson Imai, PE, ***Assistant City Engineer***, *City of Newark, 510.578.4671*

Approach

Design and Survey Services

- Prepare all necessary project environmental documents or manage environmental sub-consultants work and implement the environmental mitigation measures in the design of projects.
- Prepare preliminary design of projects and alternative design studies, project study reports, etc., as required, with associated preliminary cost estimates.
- Perform right-of-way engineering including right-of-way base map, exhibits, plat maps and legal descriptions.
- As necessary, manage sub-consultants' work in preparing appraisal reports and right-of-way acquisition.
- Perform project design at the 35%, 65%, 95% and 100% PS&E levels, including cost estimates and basis of design memoranda, as required by the City.
- Prepare Storm Water Quality and Erosion Control plans in compliance with the latest requirements of the California Regional Water Control Board, San Francisco Bay Area region.
- Prepare final engineering cost estimates and contract bid documents based on the latest bid item unit costs, Caltrans Specifications and Standard Plans, and federal requirements on federally funded projects, both transportation projects and FEMA/CalOES related projects.
- Provide design support services during construction and prepare final record drawings based on as-built drawings provided by the City.
- Perform topographic surveys, base mapping, utility research and coordination with utility companies.
- Perform Construction staking and Record of survey.
- Prepare plat maps, topographic surveys, right-of-way determination, right-of-way takes/vacations, legal descriptions, obtain preliminary title reports, appraisals, and negotiations with property owners for such items as temporary construction easements.
- Prepare grant deeds, grant of easements, right of entry permits/agreements, boundary surveys and temporary construction easements.

Staff Augmentation Services

- Support of small to medium-sized capital projects including the preparation of staff reports, engineering studies, project planning and coordination with other agencies and utilities.
- Assist the City in acquiring the necessary approvals from FEMA and/or CalOES for federally-funded disaster related projects.
- Assist the City in managing the construction of small to medium-sized projects including advertisement of projects, response to requests for information, review of bids, award of contract, project accounting, and closeout.

Fee Schedule

As projects are assigned to *Pakpour Consulting Group*, our Project Managers will evaluate staffing levels and project specific requirements to assign the highest skilled staff.

Billing Rates | *Fiscal Year 2024-2025*

Position	Hourly Rate
Principal Engineer	$260
Senior Engineer	$230
Senior Designer	$220
Associate Engineer	$210
Associate Designer	$200
Project Engineer	$190
Project Designer	$180
Assistant Engineer	$165
Assistant Designer	$155
Engineering Technician	$130
Administrative Assistant	$85
Public Works Inspector	$185

A 10% markup will be added to subconsultants. A 1.3 multiplier will be applied to the hourly rate of inspectors working more than 8 hours per day and/or 40 hours per week. The above fee schedule is inclusive of direct expenses.

Litigation

In our 20-year history we have been involved with only one litigation matter involving a previous project. We were informed in September of 2020 of a potential litigation matter by a personal injury attorney representing an individual injured on a bike path we designed for the City of Benicia in 2010. The matter is ongoing at this time.

Conflict of Interest Statement

Pakpour Consulting Group does not have any financial, business or other relationships with the City of Dublin or Alameda County that may have an impact upon the outcome of this contract. We do not have any clients that may have a financial interest in the outcome of this contract. We do not have any financial interest or relationship with construction company that might submit bids on City projects.

List of Contracts and Agreements Terminated for Convenience or Default

None.

Exceptions to this Request for Qualifications

None.

Appendix | Project Personnel Resumes

Joubin Pakpour, PE

Principal Engineer

Joubin is a registered engineer with nearly three decades of public works design and construction management experience. He has served as project manager and resident engineer for various water distribution, flood control, storm drainage, sanitary sewer, and transportation projects throughout the Bay Area. Joubin currently serves as District Engineer for the Purissima Hills, Westborough, and Mid-Peninsula Water Districts. He has also served as resident engineer during construction of several high-profile projects in the San Francisco Bay Area. Joubin's skill in multi-agency coordination and effectively working with stakeholders plays a pivotal role in the rapid processing of design documents and timely management of the design process.

On-Call Civil Engineering Services Principal-in-Charge for:

- **City of Cupertino**
- **City of Walnut Creek**
- **City of Pleasanton**
- **City of Benicia**
- **City of Dublin**
- **Town of Hillsborough**
- **City of Pleasant Hill**
- **City of Berkeley**
- **Purissima Hills Water District (Los Altos Hills)**
- **Westborough Water District (South San Francisco)**
- **Mid-Peninsula Water District (Belmont)**
- **City of San Rafael**
- **Hayward Area Park District**

Joubin serves as the single point of contact for PCG's On-Call Civil Engineering contracts. As projects are assigned to *Pakpour Consulting Group*, Joubin evaluates staffing levels and project specific requirements to assign the highest skilled staff. The project types include new bus stops, new curb, gutter and sidewalk, alleyway improvements, intersection improvements, drainage and sewer projects, and streetscape projects. Services include development of plans, specifications and estimates, bidding support, and construction management and inspection.

On-Call District Engineer Services for:

- **Purissima Hills Water District, Los Altos Hills, CA**
- **Mid-Peninsula Water District, Belmont, CA**
- **Westborough Water District, South San Francisco, CA**
- **Skyline County Water District, San Mateo County, CA (Prior to acquisition by Cal Water)**

District Engineer for three Districts in the San Francisco Bay Area. To maintain high quality services and stay within their annual budgets, Districts will retain on-call engineers. In this capacity, Joubin performs a variety of tasks ranging from overseeing the District's hydraulic model to identifying and designing capital improvement projects to preparing comprehensive rate studies. A sampling of projects includes new pump stations, water main replacements, and new storage facilities. Joubin also serves as a resource to the General Managers and Board of Directors. He meets on a regular basis with developers working within the Districts to inform them of new District standards and status of plan reviews. As District Engineer, PCG develops and maintains the Districts standard plans and specifications.

Education

Masters of Science
Civil Engineering
San Jose State University
1998

Bachelor of Science
Civil Engineering
San Jose State University
1995

Registration

Registered Civil Engineer
California - #C59155

Professional Affiliations

Associate Member
American Society of Civil Engineers

Past President
American Public Works Association - Northern California Chapter

Member
American Water Works Association

Member
Bay Area Water Works Association

Work History

2004-Present
Pakpour Consulting Group
Principal Engineer

2000-2004
Berryman & Henigar, Inc.
Northern California Director of Civil Engineering

1996-2000
Contra Costa County
Public Works Department
Project Engineer

Appendix | Project Personnel Resumes

Steven Yee, PE

Principal Engineer

Steven is a registered professional civil engineer with nearly three decades of experience in project, program, and construction management. He has worked on a wide variety of high profile projects for local public agencies throughout the Bay Area including roadways, parks, trails, water and sewer utilities, storm drain systems, and facilities management. Steven's responsibilities have included project team management and coordination for the preparation of feasibility studies, public infrastructure maintenance, project plans and specifications, cost estimates, schedules, public outreach, construction management, and support services from initial project planning phase through construction and project close-out. Steven also holds a Master of Public Administration degree with emphasis on public policy and organizational theory.

Project Experience

Downtown Transportation Corridor Parking Lot and Civic Park Improvements for City of Pleasanton, CA

Construction manager for parking lot and Civic Park improvements in historic Downtown Pleasanton. Project improvements include site grading, storm drain, asphalt paving, decorative architectural retaining wall, pedestrian plazas, pedestrian pathway, landscaping, and electric vehicle charging station. The project was phased to minimize construction impact to the active surrounding downtown area. Steven provided construction administration of all construction activities on behalf of the City of Pleasanton and coordinated with all adjacent property owners and businesses.

Oak Park/Monticello Improvement Project for City of Pleasant Hill, CA

Construction Manager for the Oak Park/Monticello Improvement Project which provides necessary infrastructure improvements to service the new Pleasant Hill Library, sports fields, residential development, and the Pleasant Hill Middle School. Key improvements include widening existing Oak Park Boulevard roadway, upgrading traffic signals, undergrounding utilities, extending sanitary sewer, recycled water and domestic water systems, adding bicycle lanes, installing street lighting, and landscaping. The project improvements were phased in order to minimize disruption to the school as well as adjacent library and residential neighborhoods. Steven provided full construction management and inspection services including project oversight and administration of all construction activities, review of submittals, coordinating activities and scheduling of work between contractors, consultants, utilities, and representing the City in working with other agencies and property owners. He worked closely with the City and permitting agencies to maintain the project schedule and ensure on-time project completion.

Education

Master of Public Administration
Cal State University, East Bay
2016

Harvard University, Kennedy School of Government
Senior Executive in Local and State Government Program
2010

Bachelor of Science
Civil Engineering
California State University, Sacramento
1993

Registration

Registered Civil Engineer
California - # C61963

Professional Affiliations

Past President
American Public Works Association - Northern California Chapter

Work History

2015-Present
Pakpour Consulting Group
Principal Engineer

1999-2015
City of Dublin
Public Works Department
Public Works Manager

1997-1999
City of Albany
Community Development Department
Engineering & Maintenance Manager – Interim

Appendix | Project Personnel Resumes

MCI/Verizon Fiber Densification Project for City of Pleasanton, CA

Project Manager for the utility permit process and project coordination on behalf of City with MCI/ Verizon. Steven provided utility permit application plan review and coordinated with various City departments and divisions. He also approved and issued utility permits to the contractor and provided oversight of the utility permit construction activities. Steven assisted the City engineering staff with coordination of utility work with citywide street resurfacing projects.

Staff Augmentation Experience

City of Benicia, Public Works Department

- **City Engineer – Contract (January 2017-December 2019)**
- **Assistant Public Works Director – Interim (March 2015-October 2015)**
- **Principal Civil Engineer – Interim (January 2015-March 2015)**

Oversight of Engineering Division as Contract City Engineer which includes capital improvement project review, private development review, transportation study review and financial budgeting. Supervision and oversight of water supply, water treatment, wastewater treatment, water quality, and maintenance operations as interim Assistant Public Works Director. Review of operation work plans and industrial regulatory oversights. Implementation of water meter improvement program. City liaison for regional transportation projects and programs. Update of Engineering Master Fee Rate Schedule. Review of federal and state grant proposals. Supervision and oversight of water supply, water treatment, wastewater treatment, water quality, and maintenance operations as interim Assistant Public Works Director. Review of operation work plans and industrial regulatory oversights. Implementation of water meter improvement program. Review of water and wastewater rate studies. City liaison for regional transportation projects and programs. Oversight of Engineering Division as interim Principal Civil Engineer which includes capital improvement project review, private development review, transportation study review and financial budgeting. Update of Engineering Master Fee Rate Schedule. Review of federal and state grant proposals.

Past Employment Experience

City of Dublin, Public Works Department

- **Public Works Manager (March 2008-January 2015)**

Performed a variety of tasks associated with the public works department, including administration of capital improvement project (including parks), development plan review and oversight of city maintenance operations of public roadways, drainage system, streetlights and street trees. Responsible for maintenance assessment districts and geologic hazard abatement districts. Administration of professional services contracts for maintenance operations and capital projects. Develop and prepare city operating and capital project budgets. Oversight of department program policies and procedures.

City of Dublin, Public Works Department

- **Associate Civil Engineer (July 2001-March 2008)**
- **Assistant Civil Engineer (February 1999 to July 2001)**

Manage the design and construction of various capital improvement projects including roadways and facilities. Prepare and review improvement plans, specifications and contract documents. Prepare and administer CIP budgets, staff reports, and presentations for City Council. Responsible for the City's Pavement Management Program. Administer the City's Disadvantaged Business Enterprise (DBE) Program.

Appendix | Project Personnel Resumes

Brandon Laurie, PE

Senior Engineer

Brandon is a registered professional civil engineer with more than two decades of experience in design and construction management. He has worked on a variety of municipal design projects, including transportation and water/wastewater facilities. Brandon's responsibilities have included project engineer in charge of preparing construction plans, specifications, cost estimates, coordination with public agencies, and inspection and support services through construction. He is a certified master hydraulic modeler on WaterCAD®.

Annual of Sewer and Water Replacement (2003, 2005, 2007, 2016) for City of Pleasanton, CA

Project Engineer responsible for the replacement of water and sewer pipelines, laterals, and appurtenances in residential areas within the City. In total, the City replaced 11,000 linear feet of water main and 10,000 linear feet of sewer main on accelerated schedules. The team delivered the final project plans, specifications and cost estimate two weeks ahead of the accelerated schedule due date and only 13 weeks from receiving the notice to proceed. The team leveraged the information provided by the City, such as base maps, CCTV reports and survey information, and performing elements of the design concurrently with the review process. Brandon prepared the preliminary and final plans, specifications and cost estimate.

Park & Industrial Bus Stop Project for City of Benicia, CA

Resident Engineer responsible for the installation of two bus stops at the intersection of Park Road and Industrial Way. Improvements consisted of installing 395 linear feet of new curb, gutter, and sidewalk along Industrial Way and Park Road, two new bus pads, new pedestrian crosswalks, and traffic markings. Brandon provided complete construction management services including inspection, utility coordination, construction cost analysis, preparation and review of change orders, review of traffic control plans and public relations with local businesses.

Reconstruction of Various Fire Roads for Los Altos Hills County Fire District, Los Altos Hills, CA

Project Manager responsible for of the reconstruction of various fire roads in the hills of Los Altos Hills, CA. The project included the removal of the existing asphalt concrete originally suffering from longitudinal cracking, weed intrusion and settlement, re-compacting the existing base and placing four inches of new asphalt concrete with pavement reinforcing fabric. Brandon prepared the plans, specifications, and cost estimate package. He also served as the Resident Engineer assisting with bid assistance and construction management services including preparing daily inspection reports, negotiating change orders, and resident coordination.

Street Resurfacing Projects for City of Dublin, CA

Project Manager/Resident Engineer responsible for assisting the City with administrating, designing, and providing construction management of its

Education

Bachelor of Science
Civil Engineering
Colorado State University
2001

Registration

Registered Civil Engineer
California - #C69561

Master Hydraulic Modeler
WaterCAD® Bentley Systems

Professional Affiliations

Member
American Public Works Association

Past Board Member
Bay Area Water Works Association

Associate Member
American Society of Civil Engineers

Work History

2004-Present
Pakpour Consulting Group
Project Engineer

2002-2004
Berryman & Henigar, Inc.
Project Engineer

Appendix | Project Personnel Resumes

2012, 2013, and 2014 Street Overlay Projects; Dublin Boulevard Resurfacing Project; and the City's 2013 and 2014 Annual Slurry Seal Projects. Improvements included placement of over 10,000 tons of asphalt (1.5-inch overlay), 70,000 square feet of pavement repairs, and over 4,000,000 square feet of slurry seal. Brandon prepared design plans, specifications and cost estimate as well as coordinating with Caltrans to prepare all federal funding paperwork during the design and construction phases. As resident engineer, he provided complete construction management services including inspection, submittal review, schedule verification, cost control, labor compliance, change order negotiation, and reporting to City staff. Brandon served as the single point of contact for the residents affected by the project and the City's representative with the contractor.

Boris Lake Storm Drain Outfall Repairs for City of Pleasanton, CA

Project Manager responsible for the expedited design and construction support services for the repair of 55 LF of 36-inch storm drain pipe and reconstruction of an eroded hillside. The City believed the 55 LF 36-inch corrugated metal pipe (CMP) failed due to surcharged loading and had also severely eroded the 66% slope hillside where it was installed. Brandon led the PCG team as well as the subconsultants for geotechnical investigations/reports and environmental permitting. He worked close with the City and various permitting agencies to expedite the project to ensure completion before the 2017/18 rainy season.

Marina Area Storm Drain Project for City of Benicia, CA

Project Engineer for the replacement of a deteriorated 66-inch storm drain system with a dry weather pump station. The pump station diverts dry weather flows to a discharge point on East Second Street and wet weather flows to a discharge point in the marina through semi-submerged, dual 48-inch outfall pipes. The project presented several major obstacles including an accelerated schedule, outfall structure aesthetics, and a vocal group of stakeholders. Brandon prepared the plans, specifications, and cost estimate, and provided bid assistance and construction management services.

Apple Hill Estates Flood Control and Bicycle Path Project for City of Brentwood, CA

Project Engineer for a joint project between the City and Contra Costa County Flood Control District to improve access to a bicycle/pedestrian path and improve floodwater flow within the Deer Creek channel. Using HEC-RAS to model the channel's capacity flow the team found the channel's width was inadequate to convey the projected 50- and 100-year design flows. The design solution widened the existing channel, re-graded the channel slope, and incorporated a gabion drop structure to increase the channel's capacity. Brandon prepared the plans, specifications, and cost estimate as well as providing bid assistance and construction management services.

Castlewood Water & Sewer Assessment for Alameda County Public Works Agency, CA

Project Manager responsible for the evaluation of the existing sanitary sewer and domestic water systems for the Castlewood Service Area (CSA). To gain a better understanding of the CSA's long term capital needs, the County retained PCG to perform a comprehensive evaluation of both the water and sewer systems. The evaluation included a condition assessment on each system, development of an on-going maintenance/capital improvement program, and funding alternatives through rates for the long-term sustainability of the system. Brandon and his team assessed all aspects of both systems including geological conditions, structural and seismic considerations for the tanks and pump stations, electrical/mechanical components such as SCADA and pumping equipment, investigation of the sanitary sewer system including CCTV inspections, conducted multiple field visits and stakeholder meetings to ensure the CSA's needs were met.

Appendix | Project Personnel Resumes

Lorin Jensen, PE

Senior Engineer

Lorin is a registered engineer with more than three decades of diverse public works design, construction, and project management. He has worked on and managed a wide variety of projects and programs including streets, water, sanitary sewer, clean water, utility undergrounding, facilities, and parks. Lorin brings together a depth of construction and customer service experience rarely seen in a registered engineer. His ability to see the big picture and bring stakeholders together to move projects forward has earned him high praise from owners and contractors alike.

Education
Bachelor of Science
Civil Engineering
Oregon State University
1983

Registration
Registered Civil Engineer
California - #C53342

Work History
2015-Present
Pakpour Consulting Group
Senior Engineer

1990-2015
City of Berkeley
Supervising Civil Engineer
Associate Civil Engineer
Assistant Civil Engineer
Junior Civil Engineer

1987-1990
Dillingham Construction, Inc.
Construction Engineer

Parks and Recreation Facilities

Don Biddle Community Park for the City of Dublin, CA
Project Manager and Owner's Representative for the Don Biddle Community Park which consisted of constructing a new signature 30-acre community park in the City of Dublin under a public-private partnership. The project include a community garden, great lawn, zipline play structure, Wallholla play structure, veteran's memorial, bocce court, gathering spaces, basketball courts, and tennis courts. Lorin assisted with pre-construction activities, coordinated with the landscape architect designer, provided project management on behalf of the City, and acted as the City representative and liaison with the private developer.

Fallen Sports Park Project for the City of Dublin, CA
Project Manager and Owner's Representative for the Fallon Sports Park which consisted of constructing a new 19.75-acre community park in the City of Dublin. Lorin assisted with planning and pre-construction activities, coordinated with the designer, provided construction management and public outreach, managed the scope of work, schedule and budget of other City consultants, and acted as the City representative and liaison with outside public agencies.

Jordan Ranch Park Project for the City of Dublin, CA
Project Manager and Owner's Representative for the Jordan Ranch Neighborhood Park which consisted of constructing a new 5-acre park in the City of Dublin. Lorin assisted with planning and pre-construction activities, coordinated with the designer, provided construction management and public outreach, managed the scope of work, schedule and budget of other City consultants, and acted as the City representative and liaison with outside public agencies.

Shannon Community Center Parking Lot Upgrade Project for the City of Dublin, CA
Project Manager and Owner's Representative for the Jordan Shannon Community Center Parking Lot Upgrade Project for the City of Dublin. The project consisted of reconstructing the parking lot, lighting, ADA and drainage improvements. Lorin assisted with planning and pre-construction activities, coordinated with the designer, provided construction management and public outreach, managed the scope of work, schedule and budget of

other City consultants, and acted as the City representative and liaison with outside public agencies and users of the community center.

Imagine Playground Project for the City of Dublin, CA

Project Manager and Owner's Representative for the imagine Playground Project for the City of Dublin. The project consisted of constructing a new all-abilities playground at the Dublin Sports Park. Lorin assisted with planning and pre-construction activities, coordinated with the designer, provided construction management and public outreach, managed the scope of work, schedule and budget of other City consultants, and acted as the City representative and liaison with outside public agencies.

Irrigation Central Control and Master Valve Project for Hayward Area Recreation and Park District, Hayward, CA

Project Manager and Owner's Representative for the upgrading irrigation control valves at 67 parks throughout Hayward and Castro Valley to decrease water and energy consumption. Lorin assisted with planning and pre-construction activities, coordinated with the designer, provided construction management and public outreach, managed the scope of work, schedule and budget of other District consultants, and acted as the District representative and liaison with outside public agencies.

Hayward Community Garden Project for Hayward Area Recreation and Park District, Hayward, CA

Project Manager and Owner's Representative for the showcase community garden project in the City of Hayward. Lorin assisted with planning and pre-construction activities, coordinated with the designer, provided construction management and public outreach, managed the scope of work, schedule and budget of other District consultants, and acted as the District representative and liaison with outside public agencies.

Storm Water

Storm Drain Trash Capture Upgrade Project for the City of Dublin, CA

Project Manager and Owner's Representative for the Storm Drain Trash Capture Upgrade Project for the City of Dublin. The project consisted the installation of two hydrodynamic separators. Lorin assisted with planning and pre-construction activities, coordinated with the designer, provided construction management and public outreach, managed the scope of work, schedule and budget of other City consultants, and acted as the City representative and liaison with outside public agencies.

Roadway

Annual Slurry Seal Project for the City of Dublin, CA

Project Manager and Owner's Representative for the 2020 Slurry Seal Project for the City of Dublin. The project consisted of placing more than 2,000,000 square feet of slurry, along with stripping and traffic loop upgrades. Lorin assisted with planning and pre-construction activities, coordinated with the designer, provided construction management and public outreach, managed the scope of work, schedule and budget of other City consultants, and acted as the City representative and liaison with outside public agencies.

San Ramon Road Overlay Project for the City of Dublin, CA

Project Manager and Owner's Representative for the San Ramon Road Overlay for the City of Dublin. The project consisted of placing more than 10,000 tons of asphalt along San Ramon Road, along with dig out repairs, sidewalk improvements, minor drainage improvements, striping and traffic loop upgrades. Lorin assisted with planning and pre-construction activities, coordinated with the designer, provided construction management and public outreach, managed the scope of work, schedule and budget of other City consultants, and acted as the City representative and liaison with outside public agencies.

Appendix | Project Personnel Resumes

William Lai, PE

Associate Engineer

William is a registered professional civil engineer with more than a decade of public works engineering and project management experience. He has worked on a variety of projects including roadways, traffic signals, and water utilities. William's responsibilities have included project team management, preparation of construction plans as well as coordination of traffic signal maintenance, roadway striping and signing maintenance, grant application preparation, project plans and specifications, and public outreach.

Education
Bachelor of Science
Civil Engineering
San Jose State University
2008

Registration
Registered Civil Engineer
California - #C84729

Professional Affiliations
Co-chair, Internship Committee
American Public Works Association

Work History
2018-Present
Pakpour Consulting Group
Project Engineer

2011-2018
City of Dublin
Public Works Department
Assistant Civil Engineer

2008-2011
City of Santa Clara
Water and Sewer Utilities
Associate Consultant

Transportation Projects

Civic Center Parking Analysis for City of Cupertino, CA
Project Manager responsible for the management, coordination, and oversight services to prepare a comprehensive parking analysis. The analysis included documenting existing conditions, surveying Civic Center patrons and City employees, estimating new parking demands, and developing parking solutions. In addition to reviewing traditional solutions such as new surface lots and parking garages, the analysis included a review of various traffic demand management (TDM) strategies such as incentivizing active transportation, implementing a valet parking program, implementing a free shuttle program, and creating shared parking agreements with adjacent properties. This analysis was presented to the City in a comprehensive report.

Bubb Road Separated Bikeway Improvements for City of Cupertino, CA
Project Manager responsible for the preparation of plans, specifications, and cost estimates for the construction of the Class IV separated bikeways, an offset shuttle loading/unloading platform, 400 feet of new sidewalk, touchless pedestrian push buttons, a new crosswalk along the north side of the Bubb Road/Results Way intersection, and two mid-block pedestrian crossings with pedestrian activated warning lights, and new curb, gutter and sidewalk along Bubb Road. PCG worked closely with the City to respond to feedback from stakeholders such as Apple and the City's Bicycle Pedestrian Commission (BPAC). PCG also provided bid assistance and construction support.

Village Parkway/Brighton Drive Intersection Safety Improvements for City of Dublin, CA
Project Manager/Engineer responsible for the implementation of pedestrian safety improvements at the intersection of Village Parkway and Brighton Drive. The project location is adjacent to Dublin High School and sees heavy pedestrian usage during school pick-up and drop-off hours. This project improved safety by upgrading the existing traffic signal to accommodate the two additional protected left turn phases at each approach, which eliminated the potential conflicts between vehicles and pedestrians. The project also constructed new ADA compliant curb ramps and enhanced visibility crosswalks. William prepared exhibits, presentations, and staff reports for project approval, prepared a grant application, administered the

grant funding, oversaw the design team, met with project stakeholders, coordinated with local utility companies, administered the construction contract, and prepared City Council staff reports for project close-out.

Amador Plaza Road Improvements for City of Dublin, CA

Project Manager/Resident Engineer responsible for the implementation of two-phase safety improvements in the Downtown Dublin Priority Development Area. Phase 1 project improvements included the installation of rectangular rapid flashing beacon pedestrian warning devices, construction of mid-block crosswalks with median refuge islands, and construction of a median island restricting left turns at the southernmost driveway into Safeway. William oversaw the approval of the project, coordinated environmental requirements, conducted stakeholder meetings, managed the preparation of plans, specifications, and cost estimates, administered the construction contract, and presented the project at the City's Bicycle and Pedestrian Workshop. Phase 2 of the project included the microsurfacing treatment of 96,000 SF of asphalt pavement and the striping of new bike lanes on both sides of the street. As the City of Dublin postponed their pavement maintenance project for the year, William coordinated with the City of Livermore to include the phase 2 improvements as part of a joint project between the cities.

Adaptive Traffic Signal Control System Implementation for City of Dublin, CA

Project Manager/Resident Engineer responsible for the implementation of a new adaptive traffic signal control system along Dublin Boulevard from San Ramon Road to Hacienda Drive. The Dublin Boulevard corridor is the only east-west arterial through the City of Dublin and serves as a reliever route to Interstate 580. The increased traffic volumes during commute hours prompted increased complaints from motorists regarding travel times. William prepared a grant application with the Metropolitan Transportation Commission's (MTC) NextGen Arterial Operations Program to procure an adaptive traffic signal system to improve travel times through the corridor. Project improvements included installation of bicycle detection devices, modification of traffic signal loops, upgrade of the traffic management center, implementation of new bus queue jump lanes, and integration of the adaptive traffic signal control system. William managed the team of consultants during the systems engineering and construction design phases, conducted stakeholder meetings, managed the grant funding contract, administered the construction contract, and integrated the new adaptive traffic signal control system with the City's existing traffic management network.

Pavement Management Program (PMP) for the City of Dublin, CA

Program Manager responsible for overseeing the City's Pavement Management Program. The City's PMP is managed through the asset management system "Streetsaver." William prepared reports and exhibits showing the results of the projected pavement condition of alternative budget scenarios. He also assisted in preparing a presentation to City Council for adoption of a budget for on-going pavement maintenance.

Agenda Item 5.3

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: June 25, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Contractor Services Agreements for Parks and Community Services Department Special Events
Prepared by: Lauren Marriott, Recreation Coordinator

EXECUTIVE SUMMARY:

The City Council will consider approving contractor services agreements with various vendors to provide as-needed services, including electrical, sound, tenting, and staging rental services for events produced by the Parks and Community Services Department.

STAFF RECOMMENDATION:

Take the following actions: 1) Adopt the **Resolution** Approving an Agreement with HERC Rentals for Electrical Equipment Rental for City-Produced Events; 2) Adopt the **Resolution** Approving an Agreement with Primetime Entertainment for Lighting and Sound Services for City-Produced Events; and 3) Adopt the **Resolution** Approving an Agreement with Special Events Rentals for Tents, Stages, and Other Event Furniture Rentals for City-Produced Events.

FINANCIAL IMPACT:

The agreement with HERC Rentals has a not-to-exceed amount of $120,000, the agreement with Primetime Entertainment has a not-to-exceed amount of $100,000, and the agreement with Special Events Rentals has a not-to-exceed amount of $250,000. The City will only pay for services rendered, and expenses will be limited to adopted budget appropriations. Funding for the agreements is included in the adopted Fiscal Years 2024-25 and 2025-26 Budget.

DESCRIPTION:

The City of Dublin routinely rents equipment for outdoor events produced by the Parks and Community Services Department. This includes the Summer Concert Series, Splatter, the St. Patrick's Day Festival, and the Holiday Tree Lighting. Additionally, anticipated park and facility dedications/groundbreakings in the next two fiscal years include the Dublin Art Center, Jordan Ranch Neighborhood Square, Wallis Ranch Community Park, and others.

Per the City's purchasing policy, Staff conducted a formal bid process, with a Request for Proposals (RFPs) published on February 28, 2024 (Attachment 7). The RFPs were published on the City's website, with direct emails to known vendors that previously provided services or similar services to other organizations.

Two qualified responses to the RFP for electrical services were received for Staff review. The two responding vendors were HERC Rentals and Generator World. Staff reviewed and evaluated each proposal and determined that both vendors were qualified and capable of performing the requested services. This resulted in a recommendation to use the vendor with the lowest cost. The RFP requested pricing for various items, including generators and other miscellaneous equipment, which all have varying costs. It was determined that HERC Rentals had the overall lowest bid, resulting in a lower impact on the City's General Fund over the agreement term. HERC Rentals has provided similar equipment to the City for several years with an excellent customer service track record; therefore, Staff recommends the City Council adopt a resolution approving an agreement with HERC Rentals for the contract period of July 1, 2024 - June 30, 2026 (Attachment 1).

One response to the RFP for lighting and sound services was received for Staff to review. Primetime Entertainment has provided services for the City in recent years and has demonstrated an ability to perform services as expected; therefore, Staff recommends the City Council adopt a resolution approving an agreement with Primetime Entertainment for the contract period of July 1, 2024 - June 30, 2025 (Attachment 3).

Two responses to the RFP for staging, tenting, and other event furniture rentals were received. The two responding vendors were Special Events and Stuart Rentals. Staff reviewed and evaluated each proposal and determined that both vendors were qualified and capable of performing the requested services. This resulted in a recommendation to use the vendor with the lowest cost. The RFP requested pricing for various items, including tables, stages, tents, etc., with varying costs. It was determined that Special Events had the overall lowest bid, resulting in a lower impact on the City's General Fund over the agreement term. Special Events has provided similar equipment to the City for several years and has an excellent customer service track record. Additionally, Special Events has proven to be flexible in working with Staff to help keep costs within budget while meeting event needs. Staff recommends the City Council adopt a resolution approving an agreement with Special Events for the contract period of July 1, 2024 - June 30, 2025 (Attachment 5).

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving an Agreement with HERC Rentals for Electrical Equipment Rental for City-Produced Events
2) Exhibit A to the Resolution – Contractor Services Agreement Between the City of Dublin and HERC Rentals
3) Resolution Approving an Agreement with Primetime Entertainment for Lighting and Sound Services for City-Produced Events
4) Exhibit A to the Resolution – Contractor Services Agreement Between the City of Dublin and Primetime Entertainment
5) Resolution Approving an Agreement with Special Events for Tents, Stages, and Other Event Furniture Rentals for City-Produced Events
6) Exhibit A to the Resolution – Contractor Services Agreement Between the City of Dublin and Special Events Rentals
7) Requests for Proposals

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AN AGREEMENT WITH HERC RENTALS FOR ELECTRICAL EQUIPMENT RENTAL FOR CITY-PRODUCED EVENTS

WHEREAS, the Parks and Community Services Department's special events require additional electrical equipment beyond what is owned by the City of Dublin; and

WHEREAS, the Parks and Community Services Department sought quotes for electrical equipment rental services; and

WHEREAS, HERC Rentals was identified as the lower qualified bidder, of two companies that submitted bids, has provided similar services for the City of Dublin in the past, and is capable of providing services as specified **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Dublin does herby approve the Contractor Services Agreement between the City of Dublin an HERC Rentals attached hereto as **Exhibit A.**

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

PASSED, APPROVED AND ADOPTED this 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND HERC RENTALS

THIS AGREEMENT for electrical equipment rentals is made by and between the City of Dublin ("City") and Herc Rentals. ("Contractor") (together sometimes referred to as the "Parties") as of July 1, 2024 (the "Effective Date").

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

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

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

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

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

1.5 Intentionally Deleted.

1.6 Intentionally Deleted.

Section 2. **COMPENSATION.** City hereby agrees to pay Contractor a sum not to exceed $120,000 notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

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

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

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

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

2.5 **Intentionally Deleted.**

2.6 **Intentionally Deleted.**

2.7 **Intentionally Deleted.**

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

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

2.10 **Intentionally Deleted.**

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

3.0 **List of Available Resources.**

- Any public park or facility as defined in Exhibit A

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

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

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

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

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

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

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

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

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

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

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

4.1 Workers' Compensation.

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

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

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

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

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

b. Additional Insured Endorsement as required by the section;

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

d. Primary Insurance Endorsement as required by the section.

4.3 **All Policies Requirements.**

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. STATUS OF CONTRACTOR.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4 **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this

Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous 12 months, Contractor warrants that it did

not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

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

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

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

HERC Rentals
27500 Riverview Center Blvd
Bonita Springs, FL 34134

Any written notice to City shall be sent to:

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

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

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule

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

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN

Linda Smith, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

HERC RENTALS

DocuSigned by:
Zach Yawornisky
AC219166546B418...

Zach Yawornisky, HERC Rentals Inc.

3070365.1

EXHIBIT A

SCOPE OF SERVICES

Vendor will provide rental, delivery, set-up, and teardown of electrical equipment. Vendor is expected to have multiple units of each size generator to meet the needs of the community events.

General requirements and services for all City of Dublin events and festivals:

- Event dates and times are subject to change at sole discretion of City.
- Confirm all logistics with City staff one month prior to the event dates.
- Assist City staff in identifying all event electrical needs.
- This agreement does not confirm the City's exact needs as event details and layout may change. Exact orders and equipment need's will be confirmed 10 days prior to each event.
- Ensure all equipment meets City and Alameda County Fire Department requirements for placement, fire suppression, etc.
- Provide on-site event supervisor during event set-up. The supervisor will remain on-site until City staff approves equipment placement and proper functionality.
- Provide an on-site equipment technician on the event date(s).

The following is a schedule of the City of Dublin events and festivals for Fiscal Years 2024-2026:

SCHEDULE OF EVENTS

Event	Date	General Overview of Services Required
St. Patrick's Day Celebration	March 15-16, 2024 March 14-15, 2025	- Ability to power without interruption: o three stages of entertainment o 24 hour power to two beverage bars, ice trailer and food court for two days
Splatter	September 14, 2024 September 13, 2025	- Ability to power without interruption: o three stages of entertainment o 24 hour power to one beverage bar, ice trailer and food court for one day
Tree Lighting	December 5, 2024 December 4, 2025	- Ability to power: o One stage of entertainment o Holiday light displays
Park Openings as Needed	Dates TBD	Needs dependent upon the event

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

GENERATORS/ELECTRICAL DISRIBUTION		
Description	**Notes**	**Cost per day**
70 KW generator		$430
55 KW generator		$315
25 KW generator		$213
LED Light tower generator		$134
400-amp Distro Panel		$40
Spider Box		$17
Spider Box Cables (100 ft)		$35
Extension Cord (50 ft)		$11
Cable Ramps		$16
One On – Site Technician	Per hour	$95/hr
Fuel cost (as needed, to be billed after event)	Per gallon	$7.00 or market price
Labor – Installation	(if not included)	$110/hr
Delivery per day, per truck		$300

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AN AGREEMENT WITH PRIMETIME ENTERTAINMENT FOR LIGHTING AND SOUND SERVICES FOR CITY-PRODUCED EVENTS

WHEREAS, the Parks and Community Services Department special events require additional lighting and sound equipment beyond what is owned by the City of Dublin; and

WHEREAS, the Parks and Community Services Department sought quotes for lighting and sound services; and

WHEREAS, Primetime Entertainment, the sole bidder, has provided similar services for the City of Dublin in the past, and is capable of providing services as specified **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Dublin does hereby approve the Contractor Services Agreement between the City of Dublin and Prime Time Entertainment attached hereto as **Exhibit A.**

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

PASSED, APPROVED AND ADOPTED this 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND PRIME TIME ENTERTAINMENT, INC.

THIS AGREEMENT for Sound and Lighting Services is made by and between the City of Dublin ("City") and Prime Time Entertainment, Inc. ("Contractor") (together sometimes referred to as the "Parties") as of July 1, 2024 (the "Effective Date").

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

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

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

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

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

1.5 Intentionally Deleted.

1.6 Intentionally Deleted.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed $100,000 notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

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

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

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

- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

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

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

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

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

2.5 **Intentionally Deleted.**

2.6 **Intentionally Deleted.**

2.7 **Intentionally Deleted.**

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

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

2.10 **Intentionally Deleted.**

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

3.0 **List of Available Resources.**
Any public park or facility as defined in Exhibit A

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

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

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

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

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

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

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions.

CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

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

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

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

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

4.1 Workers' Compensation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Additional Insured Endorsement as required by the section;

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

d. Primary Insurance Endorsement as required by the section.

4.3 **All Policies Requirements.**

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

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

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

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

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

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

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

disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

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

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

Section 6. STATUS OF CONTRACTOR.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that

Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

Prime Time Entertainment
2430 Research Drive
Livermore, CA 94550

Any written notice to City shall be sent to:

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

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

Exhibit A Scope of Services & Compensation Schedule

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

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN

Linda Smith, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

Prime Time Entertainment, Inc.

DocuSigned by:
Jim Douglas
8D0EC464365F47A...

Jim Douglas, Owner

3070365.1

EXHIBIT A

SCOPE OF SERVICES & COMPENSATION SCHEDULE

Primetime Entertainment will provide sound and lighting services for the following City of Dublin events and festivals for Fiscal Years 2024-2026:

General requirements and services for all City of Dublin events and festivals:

- Event dates and times are subject to change at sole discretion of City.
- Electrical service will be provided by City. Contractor shall confirm electrical capacity is adequate for the equipment being used for City events and festivals.
- Complete all setup of all sound and lighting equipment at least two hours prior to the scheduled sound check.

Event	Dates of Service/Event Dates	Scope of Services	Cost
Summer Concert Series (8-10 Concerts) Emerald Glen Park 4201 Central Parkway	- Select Thursdays as specified by the City	- Connect with the entertainment at least two weeks prior to their scheduled concert night to receive sound needs and stage plot. - Provide all front-line equipment as needed, including but not limited to, speakers, cords, microphones, stands, etc. - Provide up-lighting for onstage entertainment. - Provide an on-site sound technician for a 120 minute set and sound check. - Provide DJ/emcee services and crowd friendly music between sets.	$1,650.00 (cost per event)
Splatter Emerald Glen Park 4201 Central Parkway	- September 14, 2024 - September 13, 2025	- Connect with the entertainment for three performance stages at least one month prior to the event date to receive sound needs and stage plot - Provide all front-line equipment as needed, including but not limited to, speakers, cords, microphones, stands, etc. for three stages - Provide up-lighting for the entertainment for all three stages. - Provide an on-site sound technician for a 120 minute set and sound check for all three stages.	$4,600.00 (yearly cost per event)

		- Provide DJ/emcee services, crowd friendly music between sets for all three stages.	
Tree Lighting Dublin Civic Center 100 Civic Plaza	- December 5, 2024 - December 4, 2025	- Connect with the entertainment at least two weeks prior to their scheduled concert night to receive sound needs and stage plot. - Provide all front-line equipment as needed, including but not limited to, speakers, cords, microphones, stands, emcee microphone and podium stand, etc. - Provide up-lighting for the entertainment. - Provide an on-site sound technician for two 30-60 minute sets. - Provide DJ/emcee services, crowd friendly music between sets.	$1,500.00 (yearly cost per event)
St. Patrick's Day Celebration Dublin Civic Center 100 Civic Plaza	- March 15-16, 2025 - March 14-15, 2026	- Connect with the entertainment for three stages at least one month prior to the event date to receive sound needs and stage plot. - Provide all front-line equipment as needed, including but not limited to, speakers, cords, microphones, stands, etc. for three stages. - Provide up-lighting for the entertainment for three stages. - Provide an on-site sound technician and sound check for three stages. - Provide DJ/emcee services and crowd friendly music between sets three stages.	$6,700.00 (yearly cost per event)
Park Openings and other Dedication Events as Needed (Per Event)	Dates and times are to be determined and all locations will be within the City of Dublin.	- Connect with the entertainment at least two weeks prior to their scheduled performance date to receive sound needs and stage plot. - Provide all front-line equipment as needed, including but not limited to, speakers, cords, microphones, stands, etc. - Provide up-lighting for the entertainment. - Provide an on-site sound technician for four 60-minute sets and sound	$750.00 (per event cost)

		check. - Provide DJ/emcee services and crowd friendly music between sets.	

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AN AGREEMENT WITH SPECIAL EVENTS RENTALS FOR TENTS, STAGES, AND OTHER EVENT FURNITURE RENTALS FOR CITY-PRODUCED EVENTS

WHEREAS, the Parks and Community Services Department's special events require additional event furnishings beyond what is owned by the City of Dublin; and

WHEREAS, the Parks and Community Services Department sought quotes for event equipment and furnishings; and

WHEREAS, Special Events Rentals was identified as the lower bidder of two companies that submitted bids, has provided similar services for the City of Dublin in the past, and is capable of providing services as specified in **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Contractor Services Agreement between the City of Dublin and Special Events Rentals attached hereto as **Exhibit A**; and

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

PASSED, APPROVED AND ADOPTED this 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND SPECIAL EVENTS

THIS AGREEMENT for special event tents, stages and other event furniture rentals is made by and between the City of Dublin ("City") and Special Events. ("Contractor") (together sometimes referred to as the "Parties") as of July 1, 2024 (the "Effective Date").

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

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

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

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

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

1.5 Intentionally Deleted.

1.6 Intentionally Deleted.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed $250,000 notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be

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

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

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

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

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

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

2.5 **Intentionally Deleted.**

2.6 **Intentionally Deleted.**

2.7 **Intentionally Deleted.**

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

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

2.10 **Intentionally Deleted.**

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

3.0 **List of Available Resources.**

- Any public park or facility as defined in Exhibit A

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

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

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

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

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

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

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

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

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

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

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

4.1 Workers' Compensation.

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

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

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

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

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

b. Additional Insured Endorsement as required by the section;

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

d. Primary Insurance Endorsement as required by the section.

4.3 **All Policies Requirements.**

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. STATUS OF CONTRACTOR.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4 **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this

Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous 12 months, Contractor warrants that it did

not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

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

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

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

Special Events
174 Lawrence Drive, Suite A
Livermore, CA 94551

Any written notice to City shall be sent to:

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

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

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule

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

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN

Linda Smith, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

SPECIAL EVENTS

DocuSigned by:
Archille Cuyle
8512060A9CB7485...

Archille Cuyle, Sales Director

3070365.1

EXHIBIT A

SCOPE OF SERVICES

Vendor will provide rental, delivery, set-up, and teardown of event related rental furnishing, such as furniture, tenting and staging for the following City of Dublin events and festivals for Fiscal Years 2024-2026:

General requirements and services for all City of Dublin events and festivals:

- Event dates and times are subject to change at sole discretion of City.
- Confirm all event logistics with City staff one month prior to the event dates.
- Assist City staff in identifying all event needs.

Event	Date	General Overview of Services Required
St. Patrick's Day Celebration 100 Civic Plaza	March 15-16, 2025 March 14-15, 2026	- Use of equipment for a two-day festival - Expect load-in to span over two select days as specified by City Staff - Three stages for entertainment - 20 Festival Tents (10x10) and (10x20) - 10 Quick Tops 10x10 - Tables and Chairs
Summer Concert Series – 8 Concert Series 4201 Central Parkway	Select Thursdays June-August	- Bandshell to cover existing outdoor Amphitheater Stage
Splatter 4201 Central Parkway	September 14, 2024 September 13, 2025	- Use of equipment for a one-day festival - Expect load-in to span over two select days as specified by City Staff - Three stages for entertainment - 20 Festival Tents (10x10) and (10x20) - 10 Quick Tops 10x10 - Tables and Folding Chairs
Tree Lighting 100 Civic Plaza	December 5, 2024 December 4, 2025	- Riser to hold up to 100 performers - Tent with lighting to cover riser - Folding Chairs

Park Openings as Needed	Dates TBD	- Determined by the nature of the event but anticipated needs include: o Staging o Festival Tenting o Folding Chairs

- Ensure all tenting and other equipment meets City and Alameda County Fire Department requirements for ingress, egress, fire suppression, total occupancy, etc.
- Provide staff to be onsite during inspections by City staff and Alameda County Fire.
- This agreement does not confirm the City's exact needs as event details and layout may change. Exact orders and equipment need's will be confirmed 10 days prior to each event.
- Provide on-site event supervisor during event set-up. The supervisor will remain on-site until City staff approves equipment setup and placement.

EXHIBIT B

COMPENSATION SCHEDULE

STAGES		
Description	**Location/Notes**	**COST**
20”x32”x3 stage w/ accompanying equipment	Main Stage St. Pats	$2796
20”x32”x24” stage w/ accompanying equipment	Dance Stage St. Pats	$2860
20”x20”x24” stage w/ accompanying equipment	Pub Stage St. Pats	$1802
20”x20”x6’ stage w/ accompanying equipment	Side Yard Stage Splatter	$1577
20”x32”x36” stage w/ accompanying equipment	Main Stage Splatter	$2796
8’x28”x16” stage w/ accompanying equipment	Performance Stage Tree Lighting	$1172.10
4’x4’x2’ stage w/ accompanying equipment	TV 30 Stage/Riser Tree Lighting	$151.50
30 Gallon Sand Barrel	Tent Anchor	$44
600lb Block	Tent Anchor	$90
800lb Block	Tent Anchor	$105
1 Ton Block	Tent Anchor	$135
Ox Fee	Anchor Moving Equip	$400
Block Covers	White Covers for Concrete Blocks	$30
Lighting Packages for Stages	Various	$.50 per sq ft
Fire Extinguisher Package	Per Fire Code	$71.50 / 124
Delivery Fees		Varies

TENTING		
Description	**Location/Notes**	**COST**
10’x10’x8’ Quick Top One Piece	Green Rooms, Bike Valets, Sound Tech	$170
Festival tent 10’x20’x8’	Vendor/sponsors	$257.50
Festival tent 20’x20’x10’	Vendor/sponsors	$400
Festival tent 20’x40’x10’	Shaded Seating Area	$800
Festival tent 40’x40’x10’	Shaded Seating Area	$1600
20’x20’x10 White Fastrack Bandshell Tent	Outdoor Concert – Emerald Glen Amp	$1703
30’x20’x10 White Fastrack Bandshell Tent	Amphitheater/Main Stage St Pats	$1703
Side Wall Package for 10’x10’	Green Rooms/City Booths	$38.50
Side Wall Package for 10’x20’	Performance area/sponsor tents	$77
Half Wall Package for 10’x10’	For Sponsor Tents	$30
Half Wall Package for 10’x20’	For Sponsor Tents	$60

Set of 4 Barrels 30 gallons	Water Provided	$72
Set of 4 Barrels 55 gallons	Water Provided	$96
Barrel covers for 30 gallon	Water Provided	$10
Barrel covers for 55 gallon	Water Provided	$12
Festival Flags (multiple color options)		$0
Fire Extinguisher Package	Per Fire Code	$73.50 /128.50
Delivery Fees		Varies

TABLES/CHAIRS		
Description	**Location/Notes**	**COST**
Ivory Folding Chairs	Cost per chair	$1.55 / 1.85
Table, 48” rounds	Cost per Table	$11
Table, 60” rounds	Cost per Table	$11.25
Table, 6’x30” banquet table	Cost per Table	$9.75
Table, 8’x30” banquet table	Cost per Table	$10.85
Table, 8’x18” narrow table	Cost per Table	$15.50
Delivery Fees		Varies

*All rates subject to annual increase as approved by the City Manager, or their designee. Contractor must submit all rate increases by June 1st of each year. Rate increases shall not exceed 3% annually.

DUBLIN
CALIFORNIA

REQUEST FOR PROPOSALS

FOR ELECTRICAL SERVICES

July 1, 2024-June 30, 2026

City of Dublin

Posted: February 28, 2024

Proposals must be received by: March 20, 2024, by 4:00 PM (Pacific Time)

Contact: City of Dublin Parks and Community Services
Attn: Special Events/Lauren Marriott
Lauren.Marriott@Dublin.Ca.Gov
100 Civic Plaza, Dublin, CA 94568
925-833-6645

BACKGROUND

This Request for Proposal is for rental, delivery, set-up, and tear-down of event-related electrical equipment. Please submit a proposal, using the included fee worksheet, which includes all associated costs that meet and/or exceed the following specifications for electrical equipment rentals for City of Dublin Special Events.

SCOPE OF WORK

Bidding company will provide rental, delivery, set-up, and teardown of electrical equipment. Bidding company is expected to have multiple units of each size generator to meet the needs of the community events. The following is a schedule of the City of Dublin events and festivals for Fiscal Years 2024-2026:

General requirements and services for all City of Dublin events and festivals:

- Event dates and times are subject to change at sole discretion of City.
- Confirm all logistics with City staff one month prior to the event dates.
- Assist City staff in identifying all event electrical needs.
- This agreement does not confirm the City's exact needs as event details and layout may change. Exact orders and equipment needs will be confirmed 10 days prior to each event.
- Ensure all equipment meets City and Alameda County Fire Department requirements for placement, fire suppression, etc.
- Provide on-site event supervisor during event set-up. The supervisor will remain on-site until City staff approves equipment placement and proper functionality.
- Provide an on-site equipment technician on the event date(s).

SCHEDULE OF EVENTS

Event	Date	General Overview of Services Required
St. Patrick's Day Celebration	March 15-16, 2025 March 14-15, 2026	- Ability to power without interruption: o three stages of entertainment o 24 hour power to two beverage bars, ice trailer and food court for two days
Splatter	September 14, 2024 September 13, 2025	- Ability to power without interruption: o three stages of entertainment o 24 hour power to one beverage bar, ice trailer and food court for one day

Tree Lighting	December 5, 2024 December 4, 2025	- Ability to power: ○ One stage of entertainment ○ Holiday light displays
Park Openings as Needed	Dates TBD	Needs dependent upon the event

SELECTION PROCESS

After reviewing the proposals, the City may conduct interviews with qualified businesses. If the City chooses to conduct interviews, it will notify selected contractors after the proposal submittal date to arrange an interview time. Determination of the best quote(s) shall be based upon, but not limited to, the following:

- Cost;
- Ability, capacity, and skill of the contractor to deliver all requested rental equipment promptly or at the time specified;
- Reputation and experience of the contractor;
- Previous experience of the contractor with the City;
- Previous and existing compliance by the contractor with laws and ordinances;
- The quality, availability, and adaptability of supplies

KEY DATES & RFP SCHEDULE

Milestone	**Date**
RFP Issued	February 28, 2024
Proposals Due	4:00 PM, March 20, 2024
Interviews (as deemed necessary)	March 22, 2024
Selection	March 25, 2024
City Council Consideration/ Approval of Agreement (if required)	May 2024 – Subject to Change
Agreement Begins	July 1, 2024

*All dates are tentative and subject to change.

PROPOSAL SUBMISSION DIRECTIONS AND REQUIREMENTS

- All submissions must be submitted electronically to lauren.marriott@dublin.ca.gov. It is the responsibility of the submitting vendor to verify the proposal was received.
- Submission must include a completed signature page with a point of contact that is qualified to submit on behalf of the contact's company.
- Submission must include a complete fee worksheet. If the specific item is not available, please list NA in the cost column.

GENERAL INFORMATION ABOUT PROPOSAL SUBMISSION, EVALUATION, AND SELECTION

The City of Dublin reserves and may exercise the following rights and options with respect to the proposal submission, evaluation, and selection process.

The right to:

- Reject any or all proposals and re-issue the RFP at any time prior to execution of a final contract, if, in the City's sole discretion, it is in the City's best interest to do so;

- Waive any informalities, defects, non-responsiveness, or irregularities that, in the City's sole judgment, are not material to the proposal;

- Reject any proposal that does not address the requirements or scope of work of the RFP or that is incomplete or not in conformity or compliance with applicable laws;

- Supplement, amend, substitute, or otherwise modify the RFP at any time prior to selection of one or more contractors for negotiation and to cancel the RFP with or without issuing another RFP;

- Accept or reject any or all items in any proposal and award the contract(s) in whole or in part if it is deemed in the City's best interest to do so;

- Request that some or all contractors modify proposals based on the City's review and evaluation;

- Conduct such investigations with respect to the financial, technical, and other qualifications of each contractor as the City, in its sole discretion, deems necessary or appropriate.

GENERAL INFORMATION

- Selected contractor will directly operate the equipment rentals that they are awarded.

- This RFP does not constitute a contract or an offer of employment and does not commit the City to award a contract. The City may enter into negotiations for an agreement, on terms and conditions satisfactory to the City, with one or more selected contractors; however, the City reserves the right to terminate any negotiations at any time.

- Any cost incurred by contractor in preparing and providing a response to the RFP is solely the responsibility of the contractor.

- When a contractor has been selected by the City, the City, and contractor shall negotiate a contract. A draft template contract is attached; however, the City reserves the right to

modify the template at any time prior to final contract execution. If the terms of the contract cannot be agreed upon for any reason, another contractor may be selected.

- After successful negotiation of a contract with a contractor, City may bring forth a staff report to the City Council for consideration. Once the contract has been approved, the contractor will be notified by phone and email. Contractors will be required to obtain and during the term of the contract maintain, insurance policies as detailed in the attached Contractor Services Agreement.

- The successful contractor shall commence work on the date specified in the fully executed contract, which will be transmitted to the contractor after City Council approval of the contract (if applicable).

INSURANCE REQUIREMENTS

The Contractor shall provide insurance coverage as follows in conformance with the City of Dublin's requirements as outlined below and in the City standard agreement:

General Liability Insurance	$1,000,000
Automobile Liability Insurance	$1,000,000
Workers' Compensation Insurance	$1,000,000

STANDARD CONSULTING AGREEMENT

It is anticipated that the services covered by the Agreement resulting from this solicitation will be performed on an agreed upon fee for the specified scope of work. A sample of the City's Standard Contact Services Agreement, including insurance requirements, is provided as **Attachment 1**.

If the interested vendor desires to take exception to the Agreement and/or insurance requirements, the interested firm shall clearly identify proposed changes to the Agreement and furnish the reason for these changes, which shall be included in the qualification.

Exceptions will be taken into consideration in evaluating Proposals. Otherwise, the interested vendor is to state in the proposal that the Agreement and insurance requirements are acceptable. Consideration for exceptions will not be considered if not included in the submitted proposal.

CONFLICT OF INTEREST

Proposer agrees that, for the term of this contract, no member, officer, or employee of the City of Dublin, or of a public body within Alameda County or member or delegate to the Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in the contracts or any direct or material benefit arising therefrom.

EQUAL OPPORTUNITY EMPLOYER

Proposer 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.

GOVERNING LAW

This RFP summarizes the applicable laws and governance, when in conflict applicable State/Federal guidelines shall apply. The contract and legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of California.

FEE WORKSHEET

ELECTRICAL ITEMS

GENERATORS/ELECTRICAL DISRIBUTION		
Description	**Notes**	**Cost per day**
70 KW generator		$
55 KW generator		$
25 KW generator		$
LED Light tower generator		$
400-amp Distro Panel		
Spider Box		$
Spider Box Cables (100 ft)		$
Extension Cord (50 ft)		$
Cable Ramps		$
One On – Site Technician	Per hour	$
Fuel cost (as needed, to be billed after event)	Per gallon	$
Labor – Installation	(if not included)	$
Delivery per day, per truck		$

ATTACHMENTS

- Standard Contractor Services Agreement Template

SIGNATURE AND POINT OF CONTACT

The undersigned offers and agrees to furnish the above articles and/or services at the prices and terms stated subject to the general conditions of this quote.

Signature: _____Date: _____

Name of Contact Person: _____

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail Address: _____ Website_____

DUBLIN
CALIFORNIA

REQUEST FOR PROPOSALS

TENTING AND STAGING – CITY OF DUBLIN

July 1, 2024 - June 30, 2026

City of Dublin

Posted: February 28, 2024

Proposals must be received by: March 20, 2024, by 4:00 PM (Pacific Time)

Contact: City of Dublin Parks and Community Services
Attn: Special Events/Lauren Marriott
Lauren.Marriott@Dublin.Ca.Gov
100 Civic Plaza, Dublin, CA 94568
925-833-6645

BACKGROUND

This Request for Proposals is for rental, delivery, set-up, and tear-down of event-related rental furnishings, such as tenting and staging. Please submit a proposal that includes all associated costs that meet and/or exceed the following proposal specifications for rental equipment for City of Dublin Special Events.

SCOPE OF WORK

Vendor will provide rental, delivery, set-up, and teardown of event related rental furnishing, such as furniture, tenting, and staging for the following City of Dublin events and festivals for Fiscal Years 2024-2026:

General requirements and services for all City of Dublin events and festivals:

- Event dates and times are subject to change at sole discretion of City.
- Confirm all event logistics with City staff one month prior to the event dates.
- Assist City staff in identifying all event needs.
- Ensure all tenting and other equipment meets City and Alameda County Fire Department requirements for ingress, egress, fire suppression, total occupancy, etc.
- Provide staff to be onsite during inspections by City staff and Alameda County Fire.
- This RFP does not confirm the City's exact needs as event details and layout may change. Exact orders and equipment needs will be confirmed 10 days prior to each event.
- Provide on-site event supervisor during event set-up. The supervisor will remain on-site until City staff approves equipment setup and placement.

SCHEDULE OF EVENTS AND GENERAL DESCRIPTION

Event	Date	General Overview of Services Required
St. Patrick's Day Celebration 100 Civic Plaza	March 15-16, 2025 March 14-15, 2026	- Use of equipment for a two-day festival - Expect load-in to span over two select days as specified by City Staff - Three stages for entertainment - 20 Festival Tents (10x10) and (10x20) - 10 Quick Tops 10x10 - Tables and Chairs
Summer Concert Series – 8 Concert Series 4201 Central Parkway	Select Thursdays June-August	- Bandshell to cover existing outdoor Amphitheater Stage

Splatter 4201 Central Parkway	September 14, 2024 September 13, 2025	- Use of equipment for a one-day festival - Expect load-in to span over two select days as specified by City Staff - Three stages for entertainment - 20 Festival Tents (10x10) and (10x20) - 10 Quick Tops 10x10 - Tables and Folding Chairs
Tree Lighting 100 Civic Plaza	December 5, 2024 December 4, 2025	- Riser to hold up to 100 performers - Tent with lighting to cover riser - Folding Chairs
Park Openings as Needed	Dates TBD	- Determined by the nature of the event but anticipated needs include: o Staging o Festival Tenting o Folding Chairs

SELECTION PROCESS

After reviewing the proposals, the City may conduct interviews with qualified businesses. If the City chooses to conduct interviews, it will notify selected contractors after the proposal submittal date to arrange an interview time. Determination of the best quote(s) shall be based upon, but not limited to, the following:

- Cost;
- Ability, capacity, and skill of the contractor to deliver all requested rental equipment promptly or at the time specified;
- Reputation and experience of the contractor;
- Previous experience of the contractor with the City;
- Previous and existing compliance by the contractor with laws and ordinances;
- The quality, availability, and adaptability of supplies

KEY DATES & RFP SCHEDULE

Milestone	Date
RFP Issued	February 28, 2024
Proposals Due	4:00 PM, March 20, 2024
Interviews (as deemed necessary)	March 22, 2024
Selection	March 25, 2024
City Council Consideration/ Approval of Agreement (if required)	May 2024 – Subject to Change
Agreement Begins	July 1, 2024

*All Dates are tentative and subject to change.

PROPOSAL SUBMISSION DIRECTIONS AND REQUIREMENTS

- All submissions must be submitted electronically to lauren.marriott@dublin.ca.gov. It is the responsibility of the submitting vendor to verify the proposal was received.
- Submission must include a completed signature page with a point of contact that is qualified to submit on behalf of the contacts company.
- Submission must include a complete fee worksheet. If the specific item is not available, please list NA in the cost column.

GENERAL INFORMATION ABOUT PROPOSAL SUBMISSION, EVALUATION, AND SELECTION

The City of Dublin reserves and may exercise the following rights and options with respect to the proposal submission, evaluation, and selection process.

The right to:

- Reject any or all proposals and re-issue the RFP at any time prior to execution of a final contract, if, in the City's sole discretion, it is in the City's best interest to do so;

- Waive any informalities, defects, non-responsiveness, or irregularities that, in the City's sole judgment, are not material to the proposal;

- Reject any quotation that does not address the requirements or scope of work of the RFP or that is incomplete or not in conformity or compliance with applicable laws;

- Supplement, amend, substitute, or otherwise modify the RFP at any time prior to selection of one or more contractors for negotiation and to cancel the RFP with or without issuing another RFP;

- Accept or reject any or all items in any proposal and award the contract(s) in whole or in part if it is deemed in the City's best interest to do so;

- Request that some or all contractors modify proposals based on the City's review and evaluation;

- Conduct such investigations with respect to the financial, technical, and other qualifications of each contractor as the City, in its sole discretion, deems necessary or appropriate.

GENERAL INFORMATION

- Selected contractor will directly operate the equipment rentals that they are awarded.

- This RFP does not constitute a contract or an offer of employment and does not commit the City to award a contract. The City may enter into negotiations for an agreement, on terms and conditions satisfactory to the City, with one or more selected contractors; however, the City reserves the right to terminate any negotiations at any time.

- Any cost incurred by contractor in preparing and providing a response to the RFP is solely the responsibility of the contractor.

- After successful negotiation of a contract with a contractor, City may bring forth a staff report to the City Council for consideration. Once the contract has been approved, the contractor will be notified by phone and email. Contractors will be required to obtain and during the term of the contract maintain, insurance policies as detailed in the attached Contractor Services Agreement.

- The successful contractor shall commence work on the date specified in the fully executed contract, which will be transmitted to the contractor after City Council approval of the contract (if applicable).

INSURANCE REQUIREMENTS

The Contractor shall provide insurance coverage as follows in conformance with the City of Dublin's requirements as outlined below and in the City standard agreement:

General Liability Insurance	$1,000,000
Automobile Liability Insurance	$1,000,000
Workers' Compensation Insurance	$1,000,000

STANDARD CONSULTING AGREEMENT

It is anticipated that the services covered by the Agreement resulting from this solicitation will be performed on an agreed upon fee for the specified scope of work. A sample of the City's Standard Contact Services Agreement, including insurance requirements, is provided as **Attachment 1**.

If the interested vendor desires to take exception to the Agreement and/or insurance requirements, the interested firm shall clearly identify proposed changes to the Agreement and furnish the reason for these changes, which shall be included in the qualification.

Exceptions will be taken into consideration in evaluating Proposals. Otherwise, the interested vendor is to state in the proposal that the Agreement and insurance requirements are acceptable. Consideration for exceptions will not be considered if not included in the submitted proposal.

CONFLICT OF INTEREST

Proposer agrees that, for the term of this contract, no member, officer, or employee of the City of Dublin, or of a public body within Alameda County or member or delegate to the Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in the contracts or any direct or material benefit arising therefrom.

EQUAL OPPORTUNITY EMPLOYER

Proposer 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.

GOVERNING LAW

This RFP summarizes the applicable laws and governance, when in conflict applicable State/Federal guidelines shall apply. The contract and legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of California.

Fee Worksheet

STAGES		
Description	**Location/Notes**	**COST**
20’x32’x3’ stage w/ accompanying equipment	Main Stage St. Pats	$
20’x32’x24’ stage w/ accompanying equipment	Dance Stage St. Pats	$
20’x20’x24’ stage w/ accompanying equipment	Pub Stage St. Pats	$
20’x20’x6’ stage w/ accompanying equipment	Garden Stage Splatter	$
20’x32’x36’ stage w/ accompanying equipment	Main Stage Splatter	$
8’x28’x16’ stage w/ accompanying equipment	Performance Stage Tree Lighting	$
4’x4’x2’ stage w/ accompanying equipment	TV 30 Stage/Riser Tree Lighting	$
30 Gallon Sand Barrel		
600lb Block	Tent Anchor	$
800lb Block	Tent Anchor	$
1 Ton Block	Tent Anchor	$
Ox Fee	Anchor Moving Equip	$
Block Covers	White Covers for Concrete Blocks	$

TENTING		
Description	**Location/Notes**	**COST**
10’x10’x8’ Quick Top One Piece	Green Rooms, Bike Valets, Sound Tech	$
Festival tent 10’x20’x8’	Vendor/sponsors	$
Festival tent 20’x20’x10’	Vendor/sponsors	$
Festival tent 20’x40’x10’	Shaded Seating Area	$
Festival tent 40’x40’x10’	Shaded Seating Area	$
20’x20’x10 White Fastrack Bandshell Tent	Outdoor Concert – Emerald Glen Amp	$
30’x20’x10 White Fastrack Bandshell Tent	Amphitheater/Main Stage St Pats	$
Side Wall Package for 10’x10’	Green Rooms/City Booths	$
Side Wall Package for 10’x20’	Performance area/sponsor tents	$
Half Wall Package for 10’x10’	For Sponsor Tents	$
Half Wall Package for 10’x20’	For Sponsor Tents	
Set of 4 Barrels 30 gallons	Water Provided	$
Set of 4 Barrels 55 gallons	Water Provided	$
Barrel covers for 30 gallon	Water Provided	$
Barrel covers for 55 gallon	Water Provided	$
Festival Flags (multiple color options)		$
Fire Extinguisher Package	Per Fire Code	$

Delivery Fees		$

Fee Worksheet Continued

TABLES/CHAIRS		
Description	**Location/Notes**	**COST**
Ivory Folding Chairs	Cost per chair	$
Table, 48” rounds	Cost per Table	$
Table, 60” rounds	Cost per Table	$
Table, 6’x30” banquet table	Cost per Table	$
Table, 8’x30” banquet table	Cost per Table	$
Table, 8’x18” narrow table	Cost per Table	$
Delivery Fees		$

ATTACHMENTS

- Standard Contractor Services Agreement Template

SIGNATURE AND POINT OF CONTACT

The undersigned offers and agrees to furnish the above articles and/or services at the prices and terms stated subject to the general conditions of this quote.

Signature: _____Date: _____

Name of Contact Person: _____

Name of Vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail Address: _____ Website_____

DUBLIN
CALIFORNIA

REQUEST FOR PROPOSALS

FOR LIGHTING & SOUND SERVICES

July 1, 2024 - June 30, 2026

City of Dublin

Posted: February 28, 2024

Proposals must be received by: March 20, 2024, by 4:00 PM (Pacific Time)

Contact: City of Dublin Parks and Community Services
Attn: Special Events/Lauren Marriott
Lauren.Marriott@Dublin.Ca.Gov
100 Civic Plaza, Dublin, CA 94568
925-833-6645

BACKGROUND

This Request for Proposal is for rental, delivery, set-up, and tear-down of event-related sound and lighting equipment. Please submit a quote that includes all associated costs that meet and/or exceed the following quote specifications for sound and lighting equipment for City of Dublin Special Events.

SCOPE OF WORK

Bidding company will provide sound and lighting services for the following City of Dublin events and festivals for Fiscal Years 2024-2026:

- General requirements and services for all City of Dublin events and festivals:
- Event dates and times are subject to change at the sole discretion of the City.
- City will provide electrical service. The Contractor shall confirm that electrical capacity is adequate for the equipment requests for City events and festivals.
- Complete all setup and tear down of all sound and lighting equipment at least two hours prior to the scheduled sound check.

SCHEDULE OF EVENTS

Event	Date	General Overview of Services Required
St. Patrick's Day Celebration	March 15-16, 2025 March 14-15, 2026	- Front line equipment for three stages of outdoor entertainment
Summer Concert Series – 8 Concert Series	Select Thursdays June-August	- Front line equipment for an outdoor performance on one stage - Performance Group size will range week to week
Splatter	September 14, 2024 September 13, 2025	- Front line equipment for three stages of outdoor entertainment - Main Stage to feature higher end tribute / dance bands ranging in performance size
Holiday Tree Lighting	December 5, 2024 December 4, 2025	- Front line equipment for an outdoor performance on one stage
Park Openings as Needed	Dates TBD	

SELECTION PROCESS

After reviewing the proposals, the City may conduct interviews with qualified businesses. If the City chooses to conduct interviews, it will notify selected contractors after the proposal submittal date to arrange an interview time. Determination of the best quote(s) shall be based upon, but not limited to, the following:

- Cost
- Ability, capacity, and skill of the contractor to deliver all requested rental equipment promptly or at the time specified
- Reputation and experience of the contractor
- Previous experience of the contractor with the City
- Previous and existing compliance by the contractor with laws and ordinances
- The quality, availability, and adaptability of supplies

KEY DATES & RFQ SCHEDULE

Milestone	Date
RFP Issued	February 28, 2024
Proposals Due	4:00 PM, March 20, 2024
Interviews (as deemed necessary)	March 22, 2024
Selection	March 25, 2024
City Council Consideration/ Approval of Agreement (if required)	May 2024 – Subject to Change
Agreement Begins	July 1, 2024

*All dates are tentative and subject to change.

PROPOSAL SUBMISSION DIRECTIONS AND REQUIREMENTS

- All submissions must be submitted electronically to lauren.marriott@dublin.ca.gov. The submitting vendor is responsible for verifying the proposal was received.
- Submission must include a completed signature page with a point of contact qualified to submit on behalf of the contact's company.
- Submission must include a complete fee worksheet. If the item is unavailable, please list NA in the cost column.

GENERAL INFORMATION ABOUT PROPOSAL SUBMISSION, EVALUATION, AND SELECTION

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The right to:

- Reject any or all proposals and re-issue the RFP at any time prior to execution of a final contract if, in the City's sole discretion, it is in the City's best interest to do so

- Waive any informalities, defects, non-responsiveness, or irregularities that, in the City's sole judgment, are not material to the proposal

- Reject any proposal that does not address the requirements or scope of work of the RFP, or that is incomplete or not in conformity or compliance with applicable laws

- Supplement, amend, substitute, or otherwise modify the RFP at any time prior to selection of one or more contractors for negotiation and to cancel the RFP with or without issuing another RFP

- Accept or reject any or all items in any proposal and award the contract(s) in whole or in part if it is deemed in the City's best interest to do so

- Request that some or all contractors modify proposals based on the City's review and evaluation

- Conduct such investigations with respect to the financial, technical, and other qualifications of each contractor as the City, in its sole discretion, deems necessary or appropriate

GENERAL INFORMATION

- Selected contractor will directly operate the equipment rentals that they are awarded.

- This RFP does not constitute a contract or an offer of employment and does not commit the City to award a contract. The City may enter into negotiations for an agreement, on terms and conditions satisfactory to the City, with one or more selected contractors; however, the City reserves the right to terminate any negotiations at any time

- Any cost incurred by contractor in preparing and providing a response to the RFP is solely the responsibility of the contractor

- When a contractor has been selected by the City, the City, and the contractor shall negotiate a contract. A draft template contract is attached; however, the City reserves the right to modify the template at any time prior to final contract execution. If the terms of the contract cannot be agreed upon for any reason, another contractor may be selected

- After successful negotiation of a contract with a contractor, City may bring forth a staff report to the City Council for consideration. Once the contract has been approved, the contractor will be notified by phone and email. Contractors will be required to obtain, and during the term of the contract maintain, insurance policies as detailed in the attached Contractor Services Agreement

- The successful contractor shall commence work on the date specified in the fully executed contract, which will be transmitted to the contractor after City Council approval of the contract (if applicable)

INSURANCE REQUIREMENTS

The Contractor shall provide insurance coverage as follows in conformance with the City of Dublin's requirements as outlined below and in the City standard agreement:

General Liability Insurance	$1,000,000
Automobile Liability Insurance	$1,000,000
Workers' Compensation Insurance	$1,000,000

STANDARD CONSULTING AGREEMENT

It is anticipated that the services covered by the Agreement resulting from this solicitation will be performed on an agreed upon fee for the specified scope of work. A sample of the City's Standard Contact Services Agreement, including insurance requirements, is provided as **Attachment 1**.

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CONFLICT OF INTEREST

Proposer agrees that, for the term of this contract, no member, officer or employee of the City of Dublin, or of a public body within Alameda County or member or delegate to the Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in the contracts or any direct or material benefit arising therefrom.

EQUAL OPPORTUNITY EMPLOYER

Proposer 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.

GOVERNING LAW
This RFP summarizes the applicable laws and governance, when in conflict applicable State/Federal guidelines shall apply. The contract and legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of California.

ATTACHMENTS

- Standard Contractor Services Agreement Template

FEE WORKSHEET

SUMMER CONCERT SERIES

Qty	***Description***	***COST***
	Provide all front-line equipment	
	- Speakers, cords, microphones, stands, etc.	
	Light Package	
	- Up-lighting for musicians	
	On Site Sound Technician	
	- One 120-minute set	
	- Provide DJ/ emcee services, crowd-friendly music between sets	
	Per Concert Cost	$
	(please describe) Other Fees	$
	TOTAL	**$**

SPLATTER

Qty	***Description***	***Cost***
1	**Main Stage Performances**	$
	- 4 to 10- piece bands	City provided
	- 32’ x 20’ covered performance area - Raised 36” stage	City provided
	Provide all front-line equipment	
	- Speakers, cords, microphones, stands, etc.	

	Light Package	City provided
	On Site Sound Technician	
	- Provide DJ/ emcee services, crowd-friendly music between sets	
1	**Side yard Stage Performances**	$
	- 1 – 4-piece bands	City provided
	- 12’ x 12’ covered performance area - Raised 18” stage	City provided
	Provide all front-line equipment	
	- Speakers, cords, microphones, stands, etc.	
	Light Package	
	- Up-lighting for musicians	
	On Site Sound Technician	
	- Provide DJ/ emcee services, crowd-friendly music between sets	
1	**Outdoor Amphitheater Performances**	$
	- 4 to 10- piece dance or musical groups	City provided
	- 30’ x 20’ covered performance area (no raised stage)	City provided
	Provide all front-line equipment	
	- Speakers, cords, microphones, stands, etc.	
	Light Package	
	- Up-lighting for performers	
	On Site Sound Technician	
	- Provide DJ/ emcee services, crowd-friendly music between sets	
	(please describe) Other Fees	**$**
	TOTAL	**$**

HOLIDAY TREE LIGHTING CEREMONY

Qty	**Description**	**COST**
	Outdoor Amphitheater Performance	$
	- Up to 12-piece band	City provided
	- Children’s choir of 25 – 35	City provided
	- 16’ x 28’ stage (stepped risers are 16” and 32” high)	City provided
	Provide all front-line equipment	
	- Speakers, cords, microphones, stands, etc.	
	- Emcee microphone and podium stand	
	Light Package	

	- Up-lighting for performers	
	On Site Sound Technician	
	- Two 30 – 60 minute sets	
	- Provide DJ/ emcee services, crowd-friendly music between sets	
	(please describe) Other Fees	$
	TOTAL	**$**

ST. PATRICK'S DAY FESTIVAL

Qty	***Description***	***Cost***
1	**Main Stage Performances**	$
	- 4 to 10- piece bands	City provided
	- 32' x 20' covered performance area, raised 36" stage	City provided
	Provide all front-line equipment	
	- Speakers, cords, microphones, stands, etc.	
	Light Package	
	- Up-lighting for musicians	
	On Site Sound Technician	
	- Provide DJ/ emcee services, crowd-friendly music between sets	
1	**Pub Stage Performances**	$
	- 3 – 7 piece bands	City provided
	- 20' x 20' covered performance area, raised 24" stage	City provided
	Provide all front-line equipment	
	- Speakers, cords, microphones, stands, etc.	
	Light Package	
	- Up-lighting for musicians	
	On Site Sound Technician	
	- Provide DJ/ emcee services, crowd-friendly music between sets	
1	**Irish Dance Stage**	$
	- Up to 20 dancers at a time	City provided
	- 30' x 20' covered performance area, raised 36" stage	City provided
	Provide all front-line equipment	
	- Speakers, CD/aux input capabilities, microphone	
	On Site Sound Technician	
	- Provide DJ/ emcee services, crowd-friendly music between sets	
1	**Field Demonstrations**	$

	- Such as gaelic football, hurling, sheepdog exhibition	City provided
	- Speakers and Microphone for announcements	
	(please describe) Other Fees	**$**
	TOTAL	**$**

PARK DEDICATIONS AS NEEDED

Qty	**Description**	**COST**
	Outdoor Band Performance	
	- Up to 6-piece band	City provided
	Provide all front-line equipment	$
	- Speakers, cords, microphones, stands, etc.	
	On Site Sound Technician	
	- Four 60 minute sets	$
	- Provide DJ/ emcee services, crowd-friendly music between sets	
	(please describe) Other Fees	$
	TOTAL (per event)	**$**
	TOTAL (4 events)	**$**

SIGNATURE AND POINT OF CONTACT

The undersigned offers and agrees to furnish the above articles and/or services at the prices and terms stated subject to the general conditions of this proposal.

Signature: _____Date: _____

Name of Contact Person: _____

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Agenda Item 5.4

STAFF REPORT

CITY COUNCIL

DATE: June 25, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Agreement with the County of Alameda for Fiscal Year 2024-25 for Additional Library Services
Prepared by: Brad Olson, Management Analyst II, Parks & Community Services

EXECUTIVE SUMMARY:

The City Council will consider approving an agreement with the County of Alameda to provide 23 hours of library services per week at the Dublin Public Library for Fiscal Year 2024-25. These hours are in addition to the County's base service level of 28 hours per week. There is no change in the number of hours from the Fiscal Year 2023-24 Agreement.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Agreement with the County of Alameda for Additional Library Services for Fiscal Year 2024-25.

FINANCIAL IMPACT:

The City's cost to fund 23 additional operating hours of library services during Fiscal Year 2024-25 is $670,320. This amount has been included in the Fiscal Year 2024-25 Budget.

DESCRIPTION:

Through an operational agreement executed in October 2002, the County of Alameda operates library-related activities in the Dublin Library building. It also provides equipment related to the general operation of the Library while the City owns and maintains the building. On an annual basis, the City and County enter into an agreement for operational hours.

The County of Alameda provides a base service level of 28 weekly operating hours. The City of Dublin has consistently provided funding to the County of Alameda to extend the number of hours the Library is open to the public. As proposed, the City would continue to provide funding for an additional 23 operating hours per week, excluding County-observed holidays, for a total of 51

operating hours per week. This number of hours has remained the same since Fiscal Year 2016-17.

During Fiscal Years 2019-20 and 2020-21, the City's actual costs were reduced in proportion to the reduction of operating hours available to the public due to the COVID-19 pandemic, and the County of Alameda opted to waive the typical annual increase of 5%. The Library returned to its regular operating hours on September 19, 2021, and has operated at 51 hours per week since then.

The Library adjusts its funding request as needed to account for changes related to staffing and operational costs. For Fiscal Year 2024-2025, the County increased its funding request by 5% to $670,320. The increase applies to all cities served by the Alameda County Library, reflecting the County staff's cost-of-living adjustments and utility cost increases. The table below provides a five-year history of City funding levels for additional Library services.

Table 1: FIVE-YEAR HISTORY OF ADDITIONAL HOURS AND FUNDING LEVEL

Fiscal Year	Number of Hours	Funding Level	Actual Funding
2023-2024	23	$638,400	$638,400
2022-2023	23	$638,400	$638,400
2021-2022	23	$608,932	$570,874
2020-2021	23	$608,932	$494,757
2019-2020	23	$608,932	$456,699

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving an Agreement with County of Alameda for Additional Library Services for Fiscal Year 2024-25
2) Exhibit A to the Resolution – Agreement with County of Alameda for Additional Library Services Fiscal Year 2024-25

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AN AGREEMENT WITH COUNTY OF ALAMEDA FOR ADDITIONAL LIBRARY SERVICES FOR FISCAL YEAR 2024-25

WHEREAS, the County of Alameda provides funding for a base level of 28 hours of service per week for Library Services, excluding County-observed holidays, at the Dublin Branch of the Alameda County Library system; and

WHEREAS, the City of Dublin proposes to fund an additional 23 hours of service a week in the amount of $670,320 for Fiscal Year 2024-25, excluding County-observed holidays, for a total of 51 open hours per week; and

WHEREAS, funding for the additional hours was included in the Fiscal Year 2024-25 Budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the Agreement with the County of Alameda for Additional Library Services for Fiscal Year 2024-25, attached hereto as **Exhibit A.**

PASSED, APPROVED AND ADOPTED this 25th day of June 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT BETWEEN THE CITY OF DUBLIN AND COUNTY OF ALAMEDA FOR ADDITIONAL LIBRARY SERVICES FISCAL YEAR 2024-25

The County of Alameda and the City of Dublin enter into this Agreement as Follows:

WHEREAS, current funding levels for County Library services limit the number of open hours per week at the Dublin Branch of the Alameda County Library system; and

WHEREAS, the citizens of Dublin wish to have the Dublin Branch Library open more than the County-funded hours per week; and

WHEREAS, the Dublin City Council has authorized funding for the increases in staffing and utility costs required to open the Dublin Branch an average of 23 additional hours per week for a total of 51 open hours per week: therefore,

The City of Dublin and the County of Alameda agree to provide an average of 23 additional hours per week of Library services at the Dublin Branch of the Alameda County Library system, subject to the following terms and conditions.

TERMS AND CONDITIONS

1) Time Period: This agreement will be in effect from July 1, 2024, to June 30, 2025.

2) Services Described: During the period specified above, the County agrees to provide 23 additional open hours per week of library service at the Dublin Branch Library, excluding County observed holidays, in order to maintain a total weekly schedule of open hours at the Dublin Branch Library at 51 hours per week.

3) Payments: The City of Dublin agrees to pay the County of Alameda $670,320 in four (4) quarterly installments as follows:

September 30, 2024,	$167,580.00
December 31, 2024,	$167,580.00
March 31, 2025,	$167,580.00
June 30, 2025,	$167,580.00

Payments shall be due and payable upon receipt of quarterly billing statements in conjunction with the dates stated above. In addition to the amounts stated above, interest of 5 percent / month shall be payable, for any payment which is more than 30 days overdue.

4) Extension: All terms and conditions of this agreement may be extended, by mutual written agreement, on a year-to-year basis or as otherwise agreed to by the parties, provided the amount paid by the City of Dublin to the County of Alameda is adjusted annually to reflect increases/decreases to the costs connected with providing the services.

5) Periodic Activity Reports: Activity reports will be provided by the County Librarian to the designated City Staff on a quarterly basis to coincide with the issuance of quarterly billing statements. Dublin City Council or City Staff may request additional reports or presentations at any time.

6) Option to Terminate or Renegotiate Agreement: In the event that either party determines that it no longer has sufficient funding or staffing to meet the obligations of this agreement, that party may terminate or renegotiate this Agreement by giving at least thirty (30) days written notice.

7) Liability:

a) No persons engaged in the performance of services and functions under this Agreement shall be considered City employees or gain rights to City pension, Civil service, or other City employment status or right by way of this Agreement.

b) The City shall not be called upon to assume any liability for the direct payment of any salary, wage, or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this Agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his/her employment.

c) The County will assume liability and pay cost of defense and hold the City harmless from loss, costs, or expenses caused by the negligent or wrongful act or omission of County officers, agents, and employees occurring in the performance of agreements between the parties hereto to the extent that such liability is imposed on the City by the provisions of Section 895.2 of the Government Code of the State of California.

d) The County will, at its own cost and expense, procure insurance for its Library events held in the Dublin Library Parking Lot area in entirety in connection with this agreement. The County will furnish insurance certificates to City prior to the event date.

e) The City will assume liability and pay costs of defense and hold the County harmless from loss, costs, or expenses caused by the negligent or wrongful act or omission of City officers, agents, and employees occurring in the performance of agreements between the parties hereto to the extent that such liability is imposed on the County by the provisions of Section 895.2 of the Government Code of the State of California.

f) The provisions of this paragraph shall apply only to liability arising out of the performance by the Parties of their obligations under this Agreement.

8) Notices: Notices pertaining to this agreement shall be sent to the following:

CITY:

City Manager
CITY OF DUBLIN
100 Civic Plaza
Dublin, CA 94568

COUNTY:

President, Board of Supervisors
COUNTY OF ALAMEDA
Administration Building
1221 Oak Street
Oakland, CA 94612

County Librarian
ALAMEDA COUNTY LIBRARY
2450 Stevenson Boulevard
Fremont, CA 94538

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement the day and year first above written, and County has hereunto caused its corporate name to be signed by its President of the Board of Supervisors, who is hereunto duly authorized the day and year first above written.

CITY OF DUBLIN	COUNTY OF ALAMEDA
By: _____	By: _____
Mayor City of Dublin State of California	President of the Board of Supervisors County of Alameda State of California
Date: _____	Date: _____
ATTEST:	
By: _____	By: _____
City Clerk	Clerk of the Board of Supervisors
APPROVED AS TO FORM	APPROVED AS TO FORM
By: _____	By: _____
City Attorney	Deputy County Counsel

DUBLIN LIBRARY
FY 2024-25 Projected Budget

EXPENSES:

Branch Personnel (18.65 FTE)	$2,092,982
Services & Supplies	$525,000
*All other Direct Cost	$2,227,256
Total Direct Costs (Sub Total)	$4,845,238
**Admin. Cost	$1,325,143
GRAND TOTAL	$6,170,381

*Direct Cost include share of Material costs, ITD cost and cost of Learning Group Services (Bookmobile: Literacy: Senior Services and Services to those with Disability)
**System Wide Support includes the shared cost of Administration.

REVENUE:

County Library Property Tax (Collection in Dublin)	$5,340,657	(28 Base Hours)
City Contract	$670,320	(23 Add. Hours)
Other County Library Funds	$159,404	
GRAND TOTAL	$6,170,381	

Agenda Item 5.5

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: June 25, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Annual Street Resurfacing Project (2024 Cape Seal), CIP No. ST0117 - Approval of Plans and Specifications and Award of Contract to VSS International, Inc.
Prepared by: Michael Boitnott, Capital Improvement Program Manager

EXECUTIVE SUMMARY:

The City Council will consider approving the plans and specifications and awarding a construction contract to VSS International, Inc., for the Annual Street Resurfacing Project (2024 Cape Seal). The project will resurface a segment of Dublin Boulevard with a cape seal that will prolong the life of the existing pavement surface.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Plans and Specifications and Awarding a Contract to VSS International, Inc. for the Annual Street Resurfacing (2024 Cape Seal) Project, CIP No. ST0117.

FINANCIAL IMPACT:

The base bid submitted by VSS International, Inc. is $811,000. Staff recommends a construction contingency of $100,000 (approximately 12%) to facilitate change orders for unforeseen construction issues, bringing the total potential construction cost to $911,000. Sufficient funds are available in the approved budget for CIP No. ST0117.

DESCRIPTION:

The 2022-2027 Capital Improvement Program Update (CIP) includes the Annual Street Resurfacing Project, CIP No. ST0117 (Attachment 2). The Annual Street Resurfacing Project provides for various types of pavement improvements from asphalt overlay to major rehabilitation of roadways. The construction will include crack seal, cape seal, and pavement delineation along an approximately 1.7-mile portion of Dublin Boulevard, between Marshall Canyon Drive and Silvergate Drive, as shown on the location map (Attachment 3). Cape seal is a preventative maintenance technique used to prolong the life of asphalt concrete surfacing. As

streets begin to show wear and stress cracks, it is important to seal the cracks to keep water from getting under the roadway pavement. A cape seal is a combination treatment consisting of an asphalt rubber chip seal (fine aggregates) covered with a slurry seal (sand/oil mixture), which seals cracks and provides a new, uniform wearing surface.

Bid Process and Results

The City of Dublin issued a bid package for the Annual Street Resurfacing Project (2024 Cape Seal) on May 6, 2024. The bid package consisted of 20 base bid items and one additive alternate bid item. The additive alternate item was the provision of 1,460 flexible delineator posts to be installed along segments of the planned buffered bike lane.

Two sealed bids were received on May 29, 2024, with the base bids ranging from $811,000 to $867,556.75 and additive-alternate bids ranging from $144,832 to $292,000. The lowest base bid of $811,000 was submitted by VSS International, Inc. A summary of the bid items and prices is provided as Attachment 4.

Staff reviewed the bid results, checked references and necessary licenses, and recommends that the City Council award the construction contract to VSS International, Inc. as the lowest responsive and responsible bidder. Staff does not recommend awarding the additive-alternate bid item because VSS International, Inc.'s additive-alternate bid was approximately 2.5 times the engineer's estimate. Staff will evaluate other options to implement the flexible delineator posts.

To facilitate the approval of contract change orders and avoid construction delays, it is requested that the City Manager or designee be authorized to approve change orders up to the contingency amount of $100,000. The resolution will authorize this change as it relates to the project. Staff expects work to begin in late July 2024 and be completed in fall 2024.

California Environmental Quality Act (CEQA)

This project is exempt under Section 15301 (Existing Facilities) of the CEQA Guidelines.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A courtesy copy of this report was sent to VSS International, Inc. and Alameda County Transportation Commission's Independent Watchdog Committee. The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Plans and Specifications and Awarding a Contract to VSS International, Inc. for the Annual Street Resurfacing (2024 Cape Seal) Project, CIP No. ST0117
2) CIP No. ST0117
3) 2024 Cape Seal Location Map
4) Bid Results

RESOLUTION NO. XX - 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO VSS INTERNATIONAL, INC. FOR THE ANNUAL STREET RESURFACING (2024 CAPE SEAL) PROJECT, CIP NO. ST0117

WHEREAS, the design team has completed the plans and specifications for the Annual Street Resurfacing Project (2024 Cape Seal), CIP No. ST0117, (Project) which includes the roadway resurfacing by means of crack filling, cape sealing, and installation of pavement delineation along Dublin Boulevard between Marshall Canyon Drive and Silvergate Drive; and

WHEREAS, the City of Dublin did, on May 29, 2024, publicly open, examine, and declare all sealed bids for doing the work described in the approved plans and specifications for the Project, which plans and specifications are hereby expressly referred to for a description of said work and for all particulars relative to the proceedings under the request for bids; and

WHEREAS, said bids were submitted to Staff and VSS International, Inc. was determined to be the lowest responsive and responsible bidder for doing said work.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the Plans and Specifications for the Project.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby award the Contract for the Project to the lowest, responsive, and responsible bidder, VSS International, Inc., at a base bid amount of eight-hundred eleven thousand dollars and zero cents ($811,000), the particulars of which bids are on file in the Office of the Public Works Director.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve the Project contract change orders based on the appropriated funds designated for the Project up to the contingency amount of one-hundred thousand dollars and zero cents ($100,000).

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to execute the Construction Agreement for the Project with VSS International, Inc. and make any necessary, non-substantive changes to carry out the intent of this Resolution.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Number	ST0117	ANNUAL STREET RESURFACING	Program	STREETS

PROJECT DESCRIPTION

This project provides for the design and construction of a variety of pavement resurfacing treatments, from slurry seal to major rehabilitation and reconstruction of streets and resurfacing of bridge decks. The project also includes installation of new or upgrades of existing ADA curb ramps on roads that are reconstructed or receive an asphalt concrete overlay. Streets are selected for improvements based on the City's Pavement Management System to optimize the pavement condition in relation to available budget. The City owns and maintains approximately 148 centerline miles of streets.

The Metropolitan Transportation Commission groups Pavement Condition Index (PCI) ratings into the following categories: 80-100 Very Good-Excellent; 70-79 Good, 60-69 Fair, 50-59 At Risk, 25-49 Poor, and 0-24 Failed. The City of Dublin is rated very good with a three-year moving average PCI of 82.

This annual Resurfacing Program is primarily funded by Alameda County Transportation Commission Measure B/BB funds, SB-1, and Gas Tax. This program protects the substantial investment the City has in the public street system.

ANNUAL OPERATING IMPACT: None

MANAGING DEPARTMENT: Public Works

			2022-2027 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
9100	Salaries & Benefits	$142,884	$48,991	$35,360	$35,360	$35,360	$35,360		$333,315
9200	Contract Services	$1,484,397	$684,947	$340,000	$340,000	$360,000	$360,000		$3,569,344
9400	Improvements	$7,796,520	$3,023,727	$1,917,401	$1,917,401	$2,170,601	$2,170,601		$18,996,251
9500	Miscellaneous	$9,022	$40,169	$7,120	$7,120	$8,000	$8,000		$79,431
TOTAL		**$9,432,823**	**$3,797,834**	**$2,299,881**	**$2,299,881**	**$2,573,961**	**$2,573,961**		**$22,978,341**

FUNDING SOURCE		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
1001	General Fund	$467,999							$467,999
2201	State Gas Tax	$3,456,188	$1,232,833	$600,920	$725,920	$800,000	$800,000		$7,615,861
2204	Measure B Sales Tax - Local Streets Fund	$1,484,999	$300,000						$1,784,999
2205	Measure B Sales Tax - Bike & Pedestrian Fund	$300,000							$300,000
2214	Measure BB Sales Tax - Local Streets Fund	$1,806,020	$450,000	$575,000	$450,000	$650,000	$650,000		$4,581,020

FUNDING SOURCE		PRIOR YEARS	2022-2023 BUDGET	2023-2024	2024-2025	2025-2026	2026-2027	FUTURE YEARS	TOTALS
2215	Measure BB Sales Tax - Bike & Pedestrian Fund	$304,500							$304,500
2216	Measure B Grants	$82,500							$82,500
2220	Road Maint. & Rehab. Account (RMRA)	$1,374,977	$1,764,661	$1,123,961	$1,123,961	$1,123,961	$1,123,961		$7,635,482
2304	Local Recycling Programs	$155,640	$4,360						$160,000
4309	Mitigation Contributions		$45,980						$45,980
TOTAL		**$9,432,823**	**$3,797,834**	**$2,299,881**	**$2,299,881**	**$2,573,961**	**$2,573,961**		**$22,978,341**

ANNUAL OPERATING IMPACT								

PROJECT DESCRIPTION

This project will provide for removal and replacement of approximately 1,250 linear feet of asphalt pathway along Persimmon Drive between Gleason Drive and Central Parkway. The asphalt concrete surface has experienced distress due to soil expansion, the encroachment of tree roots, and some slope creep along the adjacent Tassajara Creek bank.

ANNUAL OPERATING IMPACT: None

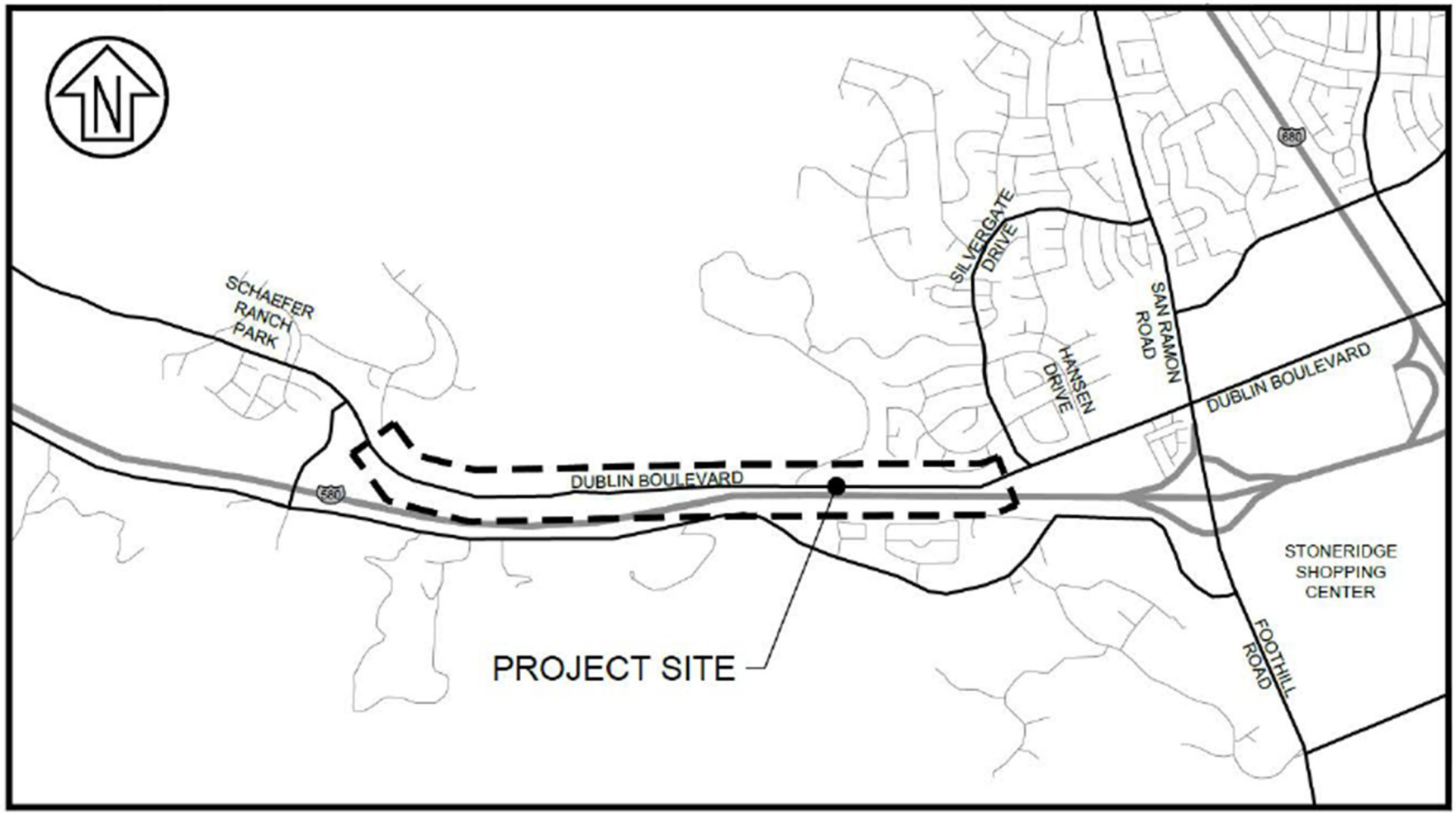
MANAGING DEPARTMENT: Public Works

			2022-2027 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
9100	Salaries & Benefits		$15,080						$15,080
9200	Contract Services		$29,920						$29,920
9400	Improvements		$150,000						$150,000
TOTAL			**$195,000**						**$195,000**

FUNDING SOURCE		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
2704	Landscape District Santa Rita 1997-1		$195,000						$195,000
TOTAL			**$195,000**						**$195,000**

ANNUAL OPERATING IMPACT							

CITY OF DUBLIN
ANNUAL STREET RESURFACING
"2024 CAPE SEAL"
PROJECT NO. ST0117



VICINITY MAP
SCALE: NTS

CITY OF DUBLIN
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BID SUMMARY

Project Name: Annual Street Resurfacing "2024 Cape Seal"

Project No. : ST0117
Bid Date: May 29, 2024

BASE BID				VSS International		Pavement Coatings Co.	
ITEM	**DESCRIPTION**	**Qty.**	**UNIT**	**Unit Cost**	**Extension**	**Unit Cost**	**Extension**
1	Mobilization (Not to Exceed 10% of total base bid)	1	LS	$79,122.94	$79,122.94	$67,500.00	$67,500.00
2	Traffic Control and Construction Area Signs (Not to Exceed 10% of total base bid)	1	LS	$79,920.00	$79,920.00	$67,500.00	$67,500.00
3	Water Pollution Control	1	LS	$3,240.00	$3,240.00	$15,000.00	$15,000.00
4	Remove Existing Traffic Stripes, Pavement Markings, and Pavement Markers	1	LS	$43,151.40	$43,151.40	$45,000.00	$45,000.00
5	Rubberized Asphalt Crack Sealing	1	LS	$26,460.00	$26,460.00	$65,000.00	$65,000.00
6	Cape Seal	1	LS	$372,000.00	$372,000.00	$395,000.00	$395,000.00
7	6" Wide Thermoplastic Yellow Double Line	9,524	LF	$5.40	$51,429.60	$5.30	$50,477.20
8	6" Wide Thermoplastic White Single Line	29,707	LF	$2.70	$80,208.90	$2.65	$78,723.55
9	8" Wide Thermoplastic White Single Line	323	LF	$5.40	$1,744.20	$5.30	$1,711.90
10	12" Wide Thermoplastic White Line	165	LF	$12.96	$2,138.40	$12.70	$2,095.50
11	4" Wide Thermoplastic White Diagonal Striping	4,385	LF	$6.48	$28,414.80	$8.50	$37,272.50
12	4" Wide Thermoplastic Yellow Diagonal Striping	640	LF	$6.48	$4,147.20	$6.35	$4,064.00
13	12" Wide Thermoplastic White Line (At Marshall Canyon Drive Intersection)	480	LF	$12.96	$6,220.80	$12.70	$6,096.00
14	Thermoplastic Type I Arrows-Ahead	31	SF	$15.12	$468.72	$14.80	$458.80
15	Thermoplastic Type VI Arrows-Lane Drop Arrow	126	SF	$15.12	$1,905.12	$14.80	$1,864.80
16	Thermoplastic Type III Arrows-Right	84	SF	$15.12	$1,270.08	$14.80	$1,243.20
17	Thermoplastic Type III Arrows-Left	168	SF	$15.12	$2,540.16	$14.80	$2,486.40
18	Thermoplastic Bike Symbol & Arrow	357	SF	$15.12	$5,397.84	$14.80	$5,283.60
19	Stop Lettering (At Marshall Canyon Drive Intersection)	154	SF	$12.96	$1,995.84	$12.70	$1,955.80
20	Green Bike Lane Treatment	890	SF	$21.60	$19,224.00	$21.15	$18,823.50
	TOTAL				**$811,000.00**		**$867,556.75**
				LOW BIDDER			

ADDITIVE ALTERNATES				VSS International		Pavement Coatings Co.	
ITEM	**DESCRIPTION**	**Qty.**	**UNIT**	**Unit Cost**	**Extension**	**Unit Cost**	**Extension**
1	Flexible Delineator Post	1,460	EA	$99.20	$144,832.00	$200.00	$292,000.00
	TOTAL ADDITIVE ALTERNATES				**$144,832.00**		**$292,000.00**

Agenda Item 5.6

STAFF REPORT

CITY COUNCIL

DATE: June 25, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Amendments to the Dublin Municipal Code Inclusionary Zoning Regulations (Chapter 8.68), (PLPA-2023-00032)
Prepared by: Jason Earl, Senior Management Analyst

EXECUTIVE SUMMARY:

The City Council will consider adopting amendments to the Dublin Municipal Code Inclusionary Zoning Regulations (Chapter 8.68). The amendments to the Inclusionary Zoning Regulations include lowering the applicability of the regulations to residential development projects of 10 or more units, creating separate affordability requirements for different product types, resetting the 55-year affordable resale restriction upon transfer of ownership units, and applying selection criteria to resale of ownership units. On June 4, 2024, the City Council waived the first reading and introduced the Ordinance amendments. The City Council is considering waiving the second reading and adopting the proposed Ordinance.

STAFF RECOMMENDATION:

Waive the second reading and adopt the **Ordinance** Approving Amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations).

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background

The City has initiated amendments to the Dublin Municipal Code Inclusionary Zoning Regulations (Chapter 8.68). These amendments to the Inclusionary Zoning Regulations include lowering the applicability of the regulations to residential development projects of 10 or more units, creating separate affordability requirements for different product types, resetting the 55-year affordable resale restriction upon transfer of ownership units, and applying selection criteria to resale of ownership units. Please refer to Attachment 1 for the Ordinance amending the Dublin Municipal

Code Chapter 8.68 (Inclusionary Zoning Regulations). On June 4, 2024, the City Council waived the first reading and introduced the Ordinance approving the amendments, as further described in Attachment 2. The City Council will now consider waiving the second reading and adopt the 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) and Section 15378(b)(4) as the amendments would not result in any physical changes it can be seen with certainty that the amendments would not have a significant effect on the environment, and the amendments do not involve any commitment to any specific project.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Approving Amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations)
2) City Council Staff Report dated June 4, 2024, without attachments

ORDINANCE NO. XX – 24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AMENDMENTS TO DUBLIN MUNICIPAL CODE CHAPTER 8.68 (INCLUSIONARY ZONING REGULATIONS) PLPA-2023-00032

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

A. The City occasionally initiates amendments to the Dublin Municipal Code to clarify, add, or amend certain provisions to ensure that it remains current with federal and state law, internally consistent, simple to understand and implement, and relevant to changes occurring in the community.

B. Staff initiated amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations) consistent with the City of Dublin Two-Year Strategic Plan, which includes Strategy 2: Housing Affordability, Objective 2b: Ensure the City's inclusionary zoning regulations incentivize targeted housing production and Objective 2c: Prepare a nexus study to evaluate the affordable housing commercial linkage.

C. The City selected the consulting firm Economic and Planning Systems (EPS) to prepare an Inclusionary Zoning and Affordable Housing In-Lieu Fee Feasibility Study and Commercial Linkage Fee Nexus Study to inform the proposed amendments.

D. On August 15, 2023, and September 19, 2023, the City Council received informational reports on the Commercial Linkage Fee and Inclusionary Zoning and In-Lieu Fee programs and provided direction to staff to prepare updates to the programs.

E. On January 9, 2024, the City Council held a public hearing to consider amendments to the Inclusionary Zoning Regulations and Affordable Housing In-Lieu Fee. City Council directed Staff to return at a future meeting with additional information and analysis regarding increasing the inclusionary zoning requirement to 15%; increasing the in-lieu fee; differentiating the affordable housing requirements for different ownership product types; the impact of interest rate fluctuations; and a projection of in-lieu fee revenue.

F. On March 19, 2024, the City Council held a Study Session and provided direction to staff regarding increasing the inclusionary zoning requirement to 15%; increasing the in-lieu fee; differentiating the affordable housing requirements for different ownership product types; the impact of interest rate fluctuations; and a projection of in-lieu fee revenue.

G. The proposed amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations) include changes to the affordability requirements for rental and ownership development projects, modifications to the provisions for the payment of fees in-lieu of constructing affordable units, revisions to the allocation of units to income levels, and revisions to the exceptions to the affordability requirements.

H. The Planning Commission held a duly noticed public hearing on May 14, 2024, during which all interested persons were heard, and adopted Resolution No. 24-04 recommending that the City Council approve the proposed amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations).

I. A Staff Report was submitted to the Dublin City Council recommending approval of the proposed amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations).

J. The City Council held a public hearing on the proposed amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations) on June 4, 2024, at which time all interested persons had an opportunity to be heard.

K. Proper notice of said hearing was given in all respects as required by law.

L. The City Council did hear and consider all said reports, recommendations and testimony herein above set forth 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 amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations) are consistent with the General Plan and any applicable Specific Plan in that they would provide an update to the City's affordable housing requirements. Specifically, the amendments would implement Housing Element Program B.4, which calls for a review of the Inclusionary Zoning Regulations and preparation of a nexus study reviewing the affordable housing in-lieu fee.

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 hereby finds that the amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations) are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) as the amendments would not result in any physical changes and it can be seen with certainty that the amendments would not have a significant effect on the environment.

SECTION 3. AMENDMENT OF CHAPTER 8.68.

Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations) is amended to read as follows:

"Inclusionary Zoning Regulations"

8.68.010 Purpose.

The purpose of this Chapter is to:

A. Enhance the public welfare and assure that further housing development contributes to the attainment of the City's housing goals by increasing the production of residential units affordable by households of very low, low, and moderate income.

B. Assure that the limited remaining developable land in the City's planning area is utilized in a manner consistent with the City's housing policies and needs.

8.68.020 Definitions.

As used in this Chapter, each of the following terms shall be defined as follows:

A. "Affordable unit" means an ownership or rental-housing unit, affordable to households with very low-, low-, or moderate-incomes as defined in this Chapter.

1. Rental units are deemed affordable units if the annual rent does not exceed 30% of maximum income level for very low-, low- and moderate-income households, adjusted for household size and as defined below.

2. Owner-occupied units are deemed affordable units if the sales price results in annual housing expenses that do not exceed 35% of the maximum income level for very low-, low-, and moderate-income households, adjusted for household size and as defined below.

B. "Applicant" means any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities that seeks city real property development permits or approvals.

C. "Condominium" means a development consisting of condominiums. A condominium consists of an undivided interest in common in a portion of real property coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map, parcel map, or condominium plan in sufficient detail to locate all boundaries thereof.

D. "Dwelling unit" means a dwelling designed and intended for occupancy by one household.

E. "Very low-, low-, and moderate-income levels" means those income and eligibility levels determined periodically by the California Department of Housing and Community Development based on Alameda County median income levels adjusted for family size. Such levels shall be calculated on the basis of gross annual household income considering household size and number of dependents, income of all household members eighteen years of age and older, and all other sources of household income and will be recertified as set forth by local standards, and state and federal housing law.

1. "Very low-income" means 50% or less of the median income, adjusted for actual household size.

2. "Low-income" means more than 50% and up to 80% of the median income, adjusted for actual household size.

3. "Moderate-income" means more than 80% and up to 120% of the median income, adjusted for actual household size.

F. "Resale controls and/or rent restrictions" means legal restrictions by which the affordable units shall be restricted to ensure that the unit remains affordable to very low-, low-, or moderate-income households, as applicable, for a period of not less than 55 years. The 55 year period will reset each time ownership of the unit is transferred through a bona fide sales transaction with a third party during the resale restriction period sale. With respect to rental units, such rent restrictions shall be in the form of a regulatory agreement recorded against the applicable property. With respect to owner-occupied units, such resale controls shall be in the form of resale restrictions, deeds of trust, and/or other similar documents recorded against the applicable property.

G. "Residential development" includes, without limitation, detached single-family dwellings, multiple-dwelling structures, groups of dwellings, condominium or townhouse developments, condominium conversions, cooperative developments, mixed use developments that include housing units, and residential land subdivisions intended to be sold to the general public.

8.68.030 General Requirements.

A. Affordability Requirement for Rental Units and Condominium Units. All new rental residential development projects, and all for-sale Condominium development projects (condominium developments with a density of 30 units per acre or more) with 10 units or more designed and intended for permanent occupancy shall construct 10.0% of the total number of dwelling units within the development as affordable units, except as otherwise provided by this Chapter, and except when all of the dwelling units (excluding units reserved for property management) within the project are affordable. (Any Condominium development project with a density of less than 30 units per acre shall be required to meet the Affordability Requirement for Ownership Units). The foregoing requirement shall be applied no more than once to an approved residential development (and generally at the tentative map stage), regardless of the changes in the character or ownership of the development, except as provided by this Chapter, provided the total number of units does not change. In applying and calculating the affordability requirement, any decimal fraction less than or equal to 0.50 may be disregarded, and any decimal fraction greater than 0.50 shall be construed as one unit.

B. Affordability Requirement for Ownership Units. All for-sale (ownership) residential development projects (including condominium development projects with a density of less than 30 units per acre), of 10 units or more designed and intended for permanent occupancy shall construct 15.0% of the total number of dwelling units within the development as affordable units, except as otherwise provided by this Chapter. The foregoing requirement shall be applied no more than once to an approved residential development (and generally at the tentative map stage), regardless of the changes in the character or ownership of the development, except as provided by this Chapter, provided the total number of units does not change. In applying and calculating the affordability requirement, any decimal fraction less than or equal to 0.50 may be disregarded, and any decimal fraction greater than 0.50 shall be construed as one unit.

C. Allocation of Units to Income Levels. Affordable units provided pursuant to this section shall be allocated as follows:

	Rental and Condominium Units	**Ownership Units**
Very low-income households	0%	0%

	Rental and Condominium Units	Ownership Units
Low-income households	100%	40%
Moderate-income households	0%	60%

Where the calculation of the allocation results in fewer units than would otherwise be required, one additional unit should be allocated to the income level with a decimal fraction closest to 0.50.

D. Conditions of Approval: Any tentative map, conditional use permit, or site development review approving residential development projects subject to this Chapter shall contain conditions sufficient to ensure compliance with the provisions of this Chapter. Such conditions shall detail the number of affordable units required, set forth the applicant's manner of compliance with this Chapter, and require the execution of an agreement imposing appropriate resale controls and/or rental restrictions on the affordable units.

E. Concurrent Construction. All affordable units in a project or phase of a project shall be constructed concurrently with market-rate units, unless the City Manager determines in writing that extenuating circumstances exist that make concurrent construction infeasible or impractical.

F. Design and Distribution of Affordable Units. All affordable units shall reflect the range of numbers of bedrooms provided in the project as a whole and shall not be distinguished by exterior design, construction, or materials. Affordable units may be of smaller size than the units in the project and may have fewer amenities than the market rate units in the project. All affordable units shall be reasonably dispersed throughout the project.

8.68.040 Exceptions to Affordability Requirement.

Developers of projects subject to Sections 8.68.030.A and 8.68.030.B shall construct the total number of affordable dwelling units within the development, unless subject to an exception set forth in this section. All exceptions require City Council approval.

A. Payment of Fees In Lieu of Constructing Affordable Units. Upon request, the applicant shall be permitted to pay a fee in lieu of constructing up to 40% of the affordable units that the developer would otherwise be required to construct pursuant to Sections 8.68.030.A and 8.68.030.B. The amount of the fee shall be as set forth in a resolution of the City Council, which may be amended from time to time to reflect inflation and changed conditions in the City and the region. In lieu fees shall be paid at the time and in the amount set forth in the in lieu fee resolution in effect at the time of issuance of the building permit.

B. Off-Site Projects. An applicant may construct the affordable units not physically within the development in lieu of constructing some or all of the affordable units within the development, with the approval of the City Council, if the City Council finds:

1. Construction of the units off-site in lieu of constructing units on-site is consistent with the Chapter's goal of creating, preserving, maintaining, and protecting housing for very low-, low- and moderate-income households.

2. Units to be constructed off site are consistent with Section 8.68.030.F above.

3. Would be infeasible or impractical to construct affordable units on-site.

4. Conditions of approval for the project require that the off-site affordable units would be governed by the terms of a deed restriction and, if applicable, rental restrictions similar to that used for the on-site affordable units.

5. Conditions of approval for the project, or other security such as a cash deposit, bond, or letter of credit, are adequate to require the construction of the off-site affordable units concurrently with the completion of the construction of the residential development or within a reasonable period (not to exceed five years).

C. Land Dedication. An applicant may dedicate land to the City or city-designated local non-profit housing developer in lieu of construction of some or all of the required affordable units, if the Council finds:

1. Dedication of land in lieu of constructing units is consistent with the Chapter's goal of creating, preserving, maintaining, and protecting housing for very low-, low- and moderate-income households.

2. The dedicated land is useable for its intended purpose, is free of toxic substances and contaminated soils, and is fully improved, with infrastructure, adjacent utilities, grading, and all development-impact fees paid excluding any inclusionary zoning ordinance fees.

3. The proposed land dedication is of sufficient size to meet the following requirements:

a. The dedication includes land sufficient to construct the number of units that the applicant would otherwise be required to construct by Section 8.68.030.A and Section 8.68.030.B, based on the size of lots in the subdivision for which the applicant is meeting its obligation; and

b. In addition, the dedication includes such additional land the market value for which is equal to or exceeds the difference between the value of a market-rate, 1200-square foot unit and the price at which such a unit could be sold as an Affordable Unit (which amount shall be set forth in a resolution adopted from time to time by the City Council) times the number of units required.

D. Credit Transfers. An applicant may fully or partially satisfy the requirements of Sections 8.68.030.A and 8.68.030.B through the use of transfer credits created pursuant to Section 8.68.060. Credit certificates shall be presented to the Community Development Director, who shall note at the time of project approval the credit certificate by number. Credit certificates may only be used to satisfy the requirements for Inclusionary Units for the income category (i.e., very low-, low-, or moderate-income) and number of bedrooms for which they are issued.

E. Waiver of Requirements. The City Council, at its discretion, may waive, wholly or partially, the requirements of this ordinance and approve alternate methods of compliance with this Chapter if the applicant demonstrates, and the City Council finds, that such alternate methods meet the purposes of this Chapter.

8.68.050 General Procedures for Implementing Inclusionary Zoning Requirements.

A. Agreements. Prior to the issuance of a building permit for an affordable unit, resale restrictions or rental controls, or both, as the case may be, shall be set forth in an agreement between the City and the developer, in a form consistent with the City Council-adopted form agreement, which agreement shall be recorded against the property containing the affordable units. The agreement shall be executed by the City Manager, and its requirements shall run with the land and bind the applicant's successors.

B. Rental Units; Occupancy; Annual Report. Agreements involving rental units shall require the owner of the affordable units to ensure that the units are occupied by tenants whose monthly income levels do not exceed very low-, low-, or moderate-income levels, as the case may be, and shall preclude tenants from subletting or subleasing the unit. The agreement shall also require the owner of the affordable unit to submit an annual report to the City Manager, in a format approved by the City. The report shall include, but not be limited to the following information: an identification of the affordable units within the project; the monthly rents charged and proposed to be charged; vacancy information for the prior year; and the monthly income for tenants of each affordable unit throughout the prior year.

C. Ownership Units; Occupancy; City's Right of First Refusal. Agreements for ownership units shall specify that the inclusionary units must be occupied by the owner or owners and may not be leased or rented without the written approval of the City. The resale restrictions shall provide that in the event of the sale of an affordable unit, the City shall have the right to purchase any affordable owner-occupant unit at the maximum price that could be charged to an eligible household.

D. Selection Criteria. No household shall be permitted to occupy a unit that is required under this Chapter to be affordable unless the City or its designee has approved the household's eligibility. Eligible potential occupants of affordable units will be qualified on the basis of household income as defined by this Chapter. The selection criteria for a qualified household may not distinguish between adults and children. Selection of qualified person should be based on priorities established using the point system described below:

- Employed within the boundaries of the City of Dublin (3 points maximum, one per household member)

- Public Service employee working in the City of Dublin (1 point)

- Dublin resident (3 points maximum, one per household member)

- Seniors (1 point, one per household)

- Permanently disabled (1 point, one per household)

- Immediate family member of Dublin resident (1 point, one per household)

- Required to relocate from current Dublin residence due to demolition of dwelling or conversion of dwelling from rental to for-sale unit (1 point, one per household)

To qualify as a "Public Service Employee", the person shall be employed by a Public Agency.

To qualify as “Employed within the boundaries of the City of Dublin”, the person shall have been employed within the City of Dublin for at least six months.

To qualify as a “Dublin resident,” the person shall have been a resident of the City of Dublin for at least a one-year period prior to the eligibility determination.

8.68.060 Affordable Unit Credits.

A. Creation. Affordable unit credits may be created by the City Council. One affordable unit credit certificate shall be issued for each affordable unit constructed in excess of the number of affordable units required to be constructed for the project by Sections 8.68.030.A and 8.68.030.B. The certificate shall designate a specific income category (i.e., very low-, low-, or moderate-income) and number of bedrooms for which they are issued.

B. Ownership and Use of Credits. Affordable unit credit certificates are issued to and become the possession of the project owner, who may use them to satisfy the requirements of this Chapter for another project in the City. If a project owner proposes to sell credit certificates, the parties shall first obtain the consent of the Finance Director, who will document the transfer by certificate number.

8.68.070 Incentives to Encourage On-Site Construction of Affordable Units.

The City may, but shall not be required to, offer incentives or financial assistance to encourage the on-site construction of affordable units in excess of the total number of affordable units required by this Chapter to be included in the project to the extent resources for this purpose are available and approved for such use by the City Council or City Manager. Such incentives may include, but shall not be limited to, the following:

A. Fee Deferral.

1. Development Processing Fees. The City Manager may approve deferred payment of City processing fees applicable to the review and processing of the project. The terms and payment schedule of the deferred fees shall be subject to the approval of the City Manager.

2. Development Impact Fees. The City Council may authorize the deferred payment of development impact fees applicable to the affordable units. Approval of this incentive requires demonstration by the Applicant that the deferral increases the project’s feasibility. The applicant must provide appropriate security to ensure future payment of such fees.

B. Design Modifications. The City Council may approve design modifications to affordable units that increase the feasibility of the construction of affordable units, including but not limited to, the following:

1. Reduced lot size.

2. Reduced setback requirements.

3. Reduced open space requirements.

4. Reduced landscaping requirements.

5. Reduced interior or exterior amenities.

6. Reduction in parking requirements.

7. Height restriction waivers.

Section 8.68.080 Inclusionary Zoning In Lieu Fees.

The fund previously known as the "Inclusionary Zoning In Lieu Fee fund" is hereby renamed the "Affordable Housing Fund" ("Fund") and all In Lieu Fees shall be deposited into the Fund.

A. Use. All monies in the Fund, together with any interest earnings on such monies less reasonable administrative charges, shall be used or committed to use by the City for the purpose of providing very low-, low-, and moderate-income ownership or rental housing in the City of Dublin.

B. Annual Report. The City Manager shall prepare an annual report to the City Council identifying the balance of monies in the Fund and the affordable units provided and any monies committed to providing very low-, low-, and moderate-income housing. The annual report shall also include a review of administrative charges.

Section 8.68.090 Violations.

It shall be unlawful for any person, firm, corporation, partnership or other entity that is subject to this ordinance pursuant to Sections 8.68.030.A and 8.68.030.B to violate any provision or to fail to comply with any of the requirements of this Chapter. A violation of any of the provisions of or failure to comply with any of the requirements of this Chapter shall constitute a misdemeanor; except that notwithstanding any other provisions of this Code, any such violation constituting a misdemeanor under this Chapter, may in the discretion of the enforcing authority, be charged and prosecuted as an infraction. Any person convicted of an infraction under the provisions of this Code shall be punishable as provided by the Government Code of the State of California.

8.68.100 Enforcement.

A. General. The City Manager shall enforce this Chapter, and its provisions shall be binding on all agents, successors, and assigns of an applicant. The City Manager may suspend or revoke any building permit or approval upon finding a violation of any provision of this Chapter. No land-use approval, building permit, or certificate of occupancy shall be issued for any residential development unless exempt from or in compliance with this Chapter. The City may institute any appropriate legal actions or proceedings necessary to ensure compliance herewith, including, but not limited to, actions to revoke, deny, or suspend any permit or development approval.

B. Excessive Rents/Legal Action. If the City Manager determines that rents in excess of those allowed by operation of this Chapter have been charged to a tenant residing in an affordable unit, the City may take appropriate legal action to recover, and the project owner shall be obligated to pay to the tenant, or to the City in the event the tenant cannot be located, any excess rents charged.

Section 8.68.110 Appeals.

Decisions of the City Manager under this Chapter may be appealed as provided in Chapter 8.136.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days following its final adoption.

SECTION 5. SEVERABILITY. The provisions of this Ordinance are severable and if any provision, clause, sentence, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Ordinance or their applicability to other persons or circumstances.

SECTION 6. POSTING. The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED AND ADOPTED this 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **June 4, 2024**

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Amendments to the Dublin Municipal Code Inclusionary Zoning Regulations (Chapter 8.68), Adoption of a Methodology for Determining Affordable Housing In-Lieu Fees and Adoption of Non-Residential Development Affordable Housing Impact Fees (PLPA-2023-00032)
Prepared by: Jason Earl, Senior Management Analyst

EXECUTIVE SUMMARY:

The City Council will hold a public hearing to consider adopting amendments to the Dublin Municipal Code Inclusionary Zoning Regulations (Chapter 8.68), the methodology for establishing the Affordable Housing In-Lieu Fee, and the Non-Residential Development Affordable Housing Impact Fee. The amendments to the Inclusionary Zoning Regulations include lowering the applicability of the regulations to residential development projects of 10 or more units, creating separate affordability requirements for different product types, resetting the 55-year affordable resale restriction upon transfer of ownership units, and applying selection criteria to resale of ownership units. The Affordable Housing In-Lieu Fee program would be revised to establish fees on a per-square-foot basis for each product type. The Non-Residential Development Affordable Housing Impact Fee program would be retained with an inflationary index but would combine Research & Development and Office uses into a single category and set the fee at $1.39 per square foot.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and take the following actions: 1) Waive the reading and INTRODUCE the **Ordinance** Approving Amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations); 2) Adopt the **Resolution** Establishing the Methodology for Determining the Affordable Housing In-Lieu Fee for Future Residential Units Subject to the City of Dublin Inclusionary Zoning Regulations; and 3) Adopt the **Resolution** Adopting a Non-Residential Development Affordable Housing Impact Fee Within the City of Dublin.

FINANCIAL IMPACT:

The Affordable Housing In-Lieu Fee is proposed to be amended to align with the economics of developing affordable housing. This will generate additional funding for the Affordable Housing Fund. The proposed amendments to the Non-Residential Affordable Housing Impact Fee program will combine the Research & Development and Office uses into a single fee and ensure that the impact fee program does not overburden the economic development priorities set by the City Council.

DESCRIPTION:

Background

The City of Dublin Two-Year Strategic Plan includes Strategy 2: Housing Affordability, which includes the following two objectives:

- Objective 2b: *Ensure the City's inclusionary zoning regulations incentivize targeted housing production;* and
- Objective 2c: *Prepare a nexus study to evaluate the affordable housing commercial linkage fee and affordable housing in-lieu fee for for-sale and rental housing*.

The City of Dublin hired a consulting firm, Economic and Planning Systems (EPS), to work with Staff to develop amendments to the Inclusionary Zoning Regulations (IZR), the Affordable Housing In-Lieu Fee and the Non-Residential Development Affordable Housing Impact Fee (aka Commercial Linkage Fee) programs. Staff and EPS prepared an analysis of the development economics, reviewed industry best practices, reviewed inclusionary regulations in the surrounding Tri-Valley cities, and evaluated the nexus between non-residential development and the need it generates for affordable housing. An Affordable Housing In-Lieu Fee Feasibility Study and the Commercial Linkage Fee Nexus Study were prepared and included as Attachments 3 and 5 of this Staff Report.

On the August 15, 2023 and September 19, 2023, the City Council received informational reports about the Inclusionary Zoning Regulations, Affordable Housing In-Lieu Fee, and Non-Residential Development Affordable Housing Impact Fee and directed Staff to prepare amendments to these programs.

On January 9, 2024, the City Council held a public hearing to consider the amendments to the IZR and related fee programs (Attachment 8). At the conclusion of the public hearing, the City Council directed Staff to return with additional information and analysis regarding the feasibility of raising the inclusionary requirements for for-sale units to 15%, increasing the in-lieu fee on for-sale units, differentiating the affordable housing requirements for different ownership product types, and evaluate the impact of interest rate fluctuations on the feasibility of the IZR.

On March 19, 2024, the City Council held a Study Session to review the additional information and provided direction to prepare the following additional amendments to the IZR:

- Increase the affordable housing requirement for single-family detached units and townhomes from 12.5% to 15%; and
- Require condominium developments to provide 10% of the units as affordable at the same income levels required for apartments, and ensure these regulations apply to projects with a density consistent with the feasibility analysis; and
- Assess in-lieu fees of $15 per-square-foot for each market-rate ownership (for-sale) unit and $9 per-square-foot for each market-rate condominium unit.

Analysis

The analysis below focuses on the additional amendments made to the draft Inclusionary Zoning Regulations and Affordable Housing In-Lieu Fee Methodology based on the direction received at the March 19, 2024 Study Session. The City Council Staff Report dated January 9, 2024 (Attachment 8) has more information about the broader set of proposed amendments to the IZR, Affordable Housing In-Lieu Fee Methodology, and Non-Residential Development Affordable Housing Impact Fee.

Inclusionary Zoning Requirements

The economics of developing for-sale ownership units such as single-family detached units and townhomes is significantly different from higher density condominium units. As there is capacity to increase the affordable housing requirement for ownership units, the proposed ordinance has been revised to increase the requirement for ownership units from the current 12.5% to 15%. Higher density condominium development is at the limits of feasibility, and the subsidy required for affordable units pushes that limit even further. Reducing the inclusionary requirement for condominiums would help improve the financial feasibility of such projects. Therefore, the proposed amendments separate condominiums of 30+ units per acre from other ownership units. The proposed ordinance has been revised to include an affordable housing requirement of 10% for these condominium developments. The affordable housing requirement for condominium developments of less than 30 units per acre would be that of Ownership Units. Table 1 summarizes these proposed regulations.

Table 1. Ownership and Rental Policy Recommendations

	Project Size Threshold	Overall Affordability Requirement	Very-Low-Income	Low-Income	Moderate-Income
Ownership Units (other than Condominium Units)	10 Units	15%	0%	40%	60%
Rental Units & Condominium Units	10 Units	10%	0%	100%	0%

The following are the sections of the draft ordinance that have been revised to incorporate the changes noted above:

- Section 8.68.020 Definitions was updated with the addition of Subsection C adding the definition for Condominium.
    - "Condominium" means a development consisting of condominiums. A condominium consists of an undivided interest in common in a portion of real property coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map, parcel map, or condominium plan in sufficient detail to locate all boundaries thereof.
- Section 8.68.030 General Requirements Subsection A was updated to include Condominiums of 30+ units per acre.
- Section 8.68.030 General Requirements Subsection B was updated to include Condominiums with less than 30 units per acre, and to reflect the new Inclusionary Zoning Requirement of 15% for Ownership (for-sale) Units (other than Condominiums).

The proposed amendments to the Inclusionary Zoning Regulations align the economics of developing affordable housing and the efforts of the City Council to prioritize the collection of fees that can be leveraged to facilitate the production of lower income units to satisfy the City's RHNA while providing on-site units.

Attachment 1 is the draft Ordinance approving amendments to the Inclusionary Zoning Regulations. Attachment 6 is the proposed amendments in redline format where <u>underlined</u> text is proposed to be added, and text with a strikethrough is proposed to be deleted. Attachment 8 includes a comprehensive discussion of the proposed amendments to the Inclusionary Zoning Regulations.

Affordable Housing In-Lieu Fee

The proposed methodology for establishing the Affordable Housing In-Lieu Fee would assess the fee on a per-square-foot basis for each market-rate unit produced. The proposed methodology for determining the fee is based on the Affordable Housing In-Lieu Fee Feasibility Study and rounded to the nearest dollar. This fee is reflective of the cost to produce affordable units of each product type. The proposed fee for ownership (for-sale) units (other than high density Condominiums of 30+ units per acre) would be set at $15 per square foot and adjusted annually based on an inflationary index. The proposed fee is equivalent to approximately $546,000 per affordable ownership unit. The proposed fee for rental and high-density Condominium units (condominiums with a density of 30+ units per acre) would be set at $9 per square foot and adjusted annually based on an inflationary index. The proposed fee is equivalent to approximately $232,650 per affordable rental or condominium unit. The Resolution to establishing the methodology for determining the Affordable Housing In-Lieu Fee is included as Attachment 2.

Non-Residential Development Affordable Housing Impact Fee
The Dublin Municipal Code (Chapter 7.86) establishes the authority for the City to impose a Non-Residential Development Affordable Housing Impact Fee. This fee is based on a nexus between non-residential development and the need it generates for affordable housing. New non-residential development is assessed this fee on a per-square-foot basis at the time a building permit is issued. The existing fee structure is proposed to be retained but would combine Research & Development and Office uses into a single category and set the fee at $1.39 per square foot. Additionally, the names of the land use categories have been updated to be consistent with the Nexus Study and current industry terminology. Please refer to the City Council Staff Report dated January 9, 2024, for further details (Attachment 8). No additional amendments to the program are proposed since that meeting. The Resolution adopting the Non-Residential Development Affordable Housing Impact Fee is included as Attachment 4.

STRATEGIC PLAN INITIATIVE:

Strategy 2: Housing Affordability
Objective 2b: Ensure the City's inclusionary zoning regulations incentivize targeted housing production.
Objective 2c: Prepare a nexus study to evaluate the affordable housing commercial linkage fee and affordable housing in-lieu fee for for-sale and rental housing.

ENVIRONMENTAL DETERMINATION:

The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The proposed Zoning Ordinance Amendments are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) and Section 15378(b)(4) as the amendments would not result in any physical changes it can be seen with certainty that the amendments would not have a significant effect on the environment, and the amendments do not involve any commitment to any specific project.

PLANNING COMMISSION REVIEW:

The Planning Commission held a public hearing on May 14, 2024 to consider the additional amendments to the IZR. The Planning Commission made a unanimous recommendation of approval on the proposed changes to the regulations. Planning Commission Resolution 24-04 recommending the City Council approval is included as Attachment 7.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

In accordance with State law, a public notice was published in the *East Bay Times* 10 days and

five days prior to the hearing and posted at several locations throughout the City. The public notice was provided to all people who have expressed an interest in being notified of this item 14 days prior to the meeting. The Staff Report for this public hearing was also made available on the City's website.

ATTACHMENTS:

1) Ordinance Approving Amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations)
2) Resolution Establishing the Methodology for Determining the Affordable Housing In-Lieu Fee for Future Residential Units Subject to the City of Dublin Inclusionary Zoning Regulations
3) Exhibit A to the Resolution - Inclusionary Housing Feasibility Report dated December 7, 2023 and Revised March 27, 2024
4) Resolution Adopting a Non-Residential Development Affordable Housing Impact Fee Within the City of Dublin
5) Exhibit A to the Resolution - Commercial Linkage Fee Nexus Study dated October 27, 2023
6) Redlined Version of Amendment to Inclusionary Zoning Regulations
7) Planning Commission Resolution 24-04 Recommending City Council Approval of Amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations)
8) City Council Staff Report Dated January 9, 2024
9) City Council Staff Report Dated March 19, 2024

Agenda Item 5.7

STAFF REPORT

CITY COUNCIL

853DATE: June 25, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Park Improvement Agreement for Francis Ranch Development
Prepared by: Bridget Amaya, Assistant Parks & Community Services Director

EXECUTIVE SUMMARY:

The City Council will consider an Improvement Agreement with TH East Ranch Dublin LLC (Trumark) and Arroyo CAP IV-3 (Arroyo) to construct two 5.5-acre neighborhood parks as identified in the Eastern Dublin Specific Plan within the Francis Ranch development, formerly called East Ranch.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Improvement Agreement for Two Neighborhood Park Sites Within the Francis Ranch Development.

FINANCIAL IMPACT:

The Developer will bear all costs associated with the agreement, with the parks being developed in accordance with the City's requirement for land dedication and park improvements. The Developer will be granted fee credits in the Neighborhood Park Improvement Fee category for improvements made beyond what is required.

DESCRIPTION:

TH East Ranch Dublin LLC (Trumark) and Arroyo CAP IV-3 (Arroyo) own certain real property consisting of 165.5 acres of land located north of Interstate 580, east of Fallon Road, and adjacent to the City's eastern boundary (APN 905-2-12), on which it has approvals for a residential development project. The approval authorizes Trumark to develop 573 residential dwelling units, comprising 100 multi-family attached units and 473 detached single-family units, along with infrastructure and related improvements.

Trumark and Arroyo dedicated two 5.5-acre neighborhood parks within Tract 8563, totaling 11 acres, as a project condition of approval. The dedication satisfies Neighborhood Parkland

dedication obligations, and Trumark and Arroyo have received Neighborhood Parkland fee credits under the City's Public Facilities Fee program.

In addition, Trumark is now requesting to develop the two 5.5-acre neighborhood parks, by completing the improvements being credited against the City's Neighborhood Park Improvement Fee under the Public Facilities Fee Program. The estimated construction cost for the improvements, as adjusted for inflation, is agreed to be $9,814,321. Based on the Public Facility Fee Program calculations, Trumark will receive an improvement credit value of $4,881,620.

If the City Council approves the agreement, the City intends to accept Trumark's offer of park improvements in consideration of Trumark's satisfactory performance of the terms and conditions outlined therein (Attachment 2).

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

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

ATTACHMENTS:

1) Resolution Approving the Improvement Agreement for Two Neighborhood Park Sites Within the Francis Ranch Development
2) Exhibit A to the Resolution – Improvement Agreement for North and South Neighborhood Park Site within Francis Ranch Development

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE IMPROVEMENT AGREEMENT FOR TWO NEIGHBORHOOD PARK SITES WITHIN THE FRANCIS RANCH DEVELOPMENT

WHEREAS, TH East Ranch Dublin (Trumark) and Arroyo CAP IV-3 own portions of certain real property ("the Property") consisting of 165.5 acres of land, located in the City of Dublin, County of Alameda, north of Interstate 580, east of Fallon Road and adjacent to the City of Dublin's eastern boundary, (APNs 905-0002-008 through -011 and -013 through -023, inclusive) on which it is pursuing a residential development project ("the Project"); and

WHEREAS, in pursuit of the Project, Trumark has sought and obtained approval of a Vesting Tentative Map for Tract 8563, and was approved by City Council Resolution No. 140-21 on December 7, 2021; and

WHEREAS, the Vesting Tentative Map requires Trumark to dedicate two 5.5-acre neighborhood parks, totaling 11 acres of neighborhood parkland to the City for which it will receive Neighborhood Park credits under the City's Public Facilities Fee Program; and

WHEREAS, Trumark will design and develop the two 5.5 acre neighborhood parks with the cost of completing the improvements being credited against the City's Neighborhood Park Improvement fee credits under the City's Public Facilities Fee Program, as specified in the Agreement; and

WHEREAS, upon completion, Trumark will dedicate the park Improvements to the City.

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

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

{Signatures on the Following Page}

PASSED, APPROVED AND ADOPTED this 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

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IMPROVEMENT AGREEMENT FOR NORTH AND SOUTH NEIGHBORHOOD PARK SITE WITHIN THE FRANCIS RANCH/EAST RANCH DEVELOPMENT

THIS IMPROVEMENT AGREEMENT (this "**Agreement**") is made and entered in the City of Dublin on this _____ ("**Effective Date**") by and among THE CITY OF DUBLIN, a Municipal Corporation (hereafter "**CITY**"), TH EAST RANCH DUBLIN LLC, a California limited liability company (hereafter "**DEVELOPER**") and ARROYO CAP IV-3, LLC, a Delaware limited liability company (hereafter "**OWNER**"). CITY, DEVELOPER and OWNER are hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, OWNER owns certain real property located at 4038 Croak Road in the City of Dublin, County of Alameda (APNs 905-0002-008 through -011 and -013 through -023, inclusive), as more particularly described in Exhibit A attached hereto (the "**Property**"); and

WHEREAS, OWNER and DEVELOPER entered into (i) an Option Agreement dated September 28, 2023, wherein OWNER granted an option to DEVELOPER to purchase and acquire the Property in successive takedown closings on a lot-by-lot basis for the construction of a residential development project, and (ii) a Construction Agreement dated September 28, 2023, with Trumark Construction Services, Inc., an affiliate of DEVELOPER, wherein Trumark Construction Services, Inc., agreed to, among other things, develop and install on-site and off-site grading, backbone and infrastructure and other improvements in connection with development of the Property;

WHEREAS, DEVELOPER has sought and obtained approval of a Vesting Tentative Map (Tract No. 8563) (the "**Vesting Tentative Map**"); and

WHEREAS, the approval of the Vesting Tentative Map authorizes DEVELOPER to develop the Property to include approximately five hundred seventy-three (573) residential dwelling units, of which one hundred (100) multi-family attached units and four hundred seventy-three (473) detached single family units, along with infrastructure and related improvements (the "**Project**"); and

WHEREAS, the Vesting Tentative Map requires DEVELOPER to dedicate and improve a total of 11.0 acres of neighborhood park to the CITY and to satisfy in full requirements of the development and impact fees under the City's Public Facilities Fee Program (collectively, the "**Park Improvement Impact Fees**") for the following: (a) Community Nature Parks, Improvements; (b) Community Parks, Improvements; (c) Neighborhood Parks, Improvements; (d) Neighborhood Parks, Land; and (e) Community Parks, Land; and

WHEREAS, CITY and DEVELOPER now desire that DEVELOPER design and develop two neighborhood parks totaling 11.0 acres, one of which is depicted on the Vesting Tentative Map as Parcel D and is composed of approximately 5.5 acres (the "**North Park**") with the

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DEVELOPER's cost for completing the improvements to the North Park being credited against the City's Park Improvement Impact Fees, as specified herein; and

WHEREAS, CITY also desires that DEVELOPER design and develop the approximately 5.5-acre neighborhood park in the location depicted on the Vesting Tentative Map as Parcel O (the "**South Park**"), as specified herein (North Park and South Park are herein collectively referred to as the "**Parks**"); and

WHEREAS, DEVELOPER will design and construct the improvements on the Parks (hereinafter called "**Park Improvements**") and DEVELOPER or OWNER, as the then-owner of the land, as applicable, will dedicate the Park Improvements to the CITY (for the avoidance of doubt, the Park Improvements do not include the South Park ROW Improvements (as defined below) and the North Park ROW Improvements (as defined below)); and

WHEREAS, the build out of the Park Improvements will satisfy in full the requirements of the development and impact fees under the City's Public Facilities Fee Program for the following: (a) Community Nature Parks, Improvements; (b) Community Parks, Improvements; and (c) Neighborhood Parks, Improvements (collectively, the "**Park Impact Fees**"); and

WHEREAS, the dedication of the Park Improvements to the CITY and recordation of a final map covering the Project will satisfy in full the requirements of the development and impact fees under the City's Public Facilities Fee Program for the following: (a) the Neighborhood Parks, Land; and (b) Community Parks, Land (collectively, the "**Land Impact Fees**"); and

WHEREAS, DEVELOPER is currently permitting with the CITY and subsequent to obtaining approval will build improvements in the right of way (collectively, the "**South Park ROW Improvements**") directly adjacent to South Park limits, consistent with Vesting Tentative Map and Improvement Plans for Francis Ranch Tract 8563 Phase 1 Backbone Croak Road and Central Parkway ("**Phase 1 BB**") along Croak Road, Street T and Street B; and

WHEREAS, DEVELOPER is currently permitting with the City and subsequent to obtaining approval will build improvements in the right of way and open space corridor trail (collectively, the "**North Park ROW Improvements**") directly adjacent to North Park limits, consistent with Vesting Tentative Map and Improvement Plans for Francis Ranch Tract 8563 Phase 2 Backbone ("**Phase 2 BB**") along Croak Road, and Street A; and

WHEREAS, the CITY has agreed to the installation of art, public art, or a public art project within the Park per Chapter 8.58 Public Art Program Contribution to be addressed in a written agreement between DEVELOPER and CITY;

WHEREAS, DEVELOPER agrees to satisfactorily complete the Park Improvements and CITY intends to accept DEVELOPER's and/or OWNER's (each in its capacity as the then-owner of the land, as applicable) offer of dedication of the land and Park Improvements in consideration for DEVELOPER's satisfactory performance of the terms and conditions of this Agreement.

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

1. Land Dedication. As set forth in the Vesting Tentative Map, the DEVELOPER and/or OWNER (each in its capacity as the then-owner of the land, as applicable) shall dedicate the North Park on or before recordation of the final map, which together with the dedication of the South Park will total approximately 11.0 acres of usable land. For the avoidance of doubt, the parties agree that DEVELOPER is obligated to perform the improvements set forth herein on the Property on behalf of itself and OWNER. This land dedication shall satisfy the obligations imposed on APN 905-0002-012 owned by Taylor Morrison of California, LLC, a California limited liability company ("**Taylor Morrison**") by Chapter 9.28 of the Dublin Municipal Code to dedicate land or pay fees in lieu thereof as a condition to filing a final map for certain real property located in the City of Dublin, County of Alameda, State of California as more particularly described in that certain Agreement for Purchase of Real Property and Preliminary Escrow Instructions dated November 3, 2023 by and between Taylor Morrison and DEVELOPER, as amended. Taylor Morrison shall be a third-party beneficiary to the previous sentence with all rights to enforce the same as though it were a party to this Agreement. Furthermore, OWNER or DEVELOPER's dedication of the North Park and South to the CITY shall satisfy the obligations imposed on any subsequent owner of any portion of the Project to build parks or pay in lieu fees for such subsequent owner's development of the portion of the Project acquired by such subsequent owner, and such subsequent owner shall be a third party beneficiary to this sentence with all rights to enforce the same as though it were a party to this Agreement.

2. Names. Notwithstanding anything to the contrary herein, OWNER and DEVELOPER acknowledges and agrees that the Parks will be subject to the standard City naming process.

3. Park Design; Design Documents.

a) DEVELOPER shall (i) hire Gates + Associates to design the Park Improvements, (ii) submit conceptual plan alternatives for Park Improvements to the CITY for design review within ninety (90) days of the execution of this Agreement and (iii) shall obtain written approval from CITY, and any and all departments with authority over the conceptual plans, of the final conceptual plan and approval to issue all required permits, no later than one hundred-eighty (180) days from the execution of this Agreement, unless such time period is extended by a Force Majeure Event (as defined below). In the event that DEVELOPER chooses to move forward with a landscape architect other than Gates & Associates, DEVELOPER shall provide CITY with prior written notice. Conceptual plans shall be consistent with the Neighborhood Park Standards in the Parks and Recreation Master Plan, as approved by the City Council in April 2022, subject to Section 11 below, and with the City's standards for park development (collectively, the "**Standards**"). CITY, and any and all applicable departments having review and approval authority over the revised plans, shall have thirty (30) calendar days to provide detailed, written and complete comments to DEVELOPER's initial submittal and any subsequent submittals of revised plans. Notwithstanding the foregoing, CITY shall require no more than three (3) subsequent submittals of revised plans.

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b) Conceptual plans will be presented to the City of Parks and Community Services Commission and City Council for final approval within sixty (60) calendar days of CITY'S approval of the conceptual plans.

c) Notwithstanding the foregoing, in the event the conceptual plans exceed the Total Park Improvement Fee (defined below), CITY shall reimburse OWNER for any excess costs subject to Section 11 below.

4. Park Construction; Construction Documents. DEVELOPER shall cause the preparation of construction plans and specifications for the Improvements, including all amenities listed as Neighborhood Park Standards in the 2022-City of Dublin Parks and Recreation Master Plan ("**Construction Documents**"). The Construction Documents shall be consistent with the Standards as well as all local codes and regulations. The Construction Documents shall be approved by the CITY, and any and all departments having review and approval authority over the Construction Documents, no later than twelve (12) months following submission of the Construction Documents. The twelve-month period may be extended for an additional six (6) months by the mutual agreement of City Manager, OWNER and DEVELOPER. CITY shall have thirty (30) calendar days to provide detailed, written and complete comments to DEVELOPER's initial submittal and any subsequent submittals of revised plans.

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

In the event that DEVELOPER is unable to complete the Park Improvements prior to the time specified herein, the CITY shall take all actions necessary to collect on furnished bonds and/or at the CITY's option, the CITY shall complete the work and the DEVELOPER shall be subject to the Total Park Improvement Fee, as defined in Section 11.

Notwithstanding anything to the contrary herein, any deadline set forth in this Agreement shall be subject to extension on a day-for-day basis due to delays caused by an act of god, war, riot or terrorism, epidemic, pandemic, governmental order, cyberattack, or any other condition, event

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or circumstance beyond the reasonable control or foreseeability of DEVELOPER or CITY (collectively, a "**Force Majeure Event**").

6. Acceptance of Work. Upon written notice of completion of the Park Improvements, inclusive of a one hundred and twenty (120) day plant establishment maintenance period, and delivery of a set of final as-built plans and copies of Construction Documents to CITY by DEVELOPER, the CITY shall examine the Park Improvements within five (5) calendar days of such notice. The public shall not be permitted access to the Park Improvements during construction of the Park Improvements, including the plant establishment maintenance period. If the Park Improvements are found to be in accordance with said plans and specifications and this Agreement, CITY shall recommend acceptance of the work to the City Engineer, and, upon such acceptance, shall notify OWNER and DEVELOPER or each if their designated agents of such acceptance. CITY shall only accept the Park Improvements at 100% completion. At the time of acceptance, CITY shall take over all maintenance responsibilities of the parkland and Park Improvements.

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

8. Change Orders. DEVELOPER shall submit a written request for approval of any change orders to the CITY at least ten (10) business days prior to proceeding with any change order. DEVELOPER shall not issue any change orders on such construction contract without first obtaining CITY's written consent. DEVELOPER acknowledges the failure to obtain such written consent from the CITY will result in DEVELOPER's sole responsibility to pay for such change orders without reimbursement credit from the CITY, provided CITY has responded to the written request for approval within the ten (10) day period. In the event CITY fails to respond to the Change Order request within such ten (10) day period, CITY's failure to respond shall be a Force Majeure Event.

9. Payments. CITY and DEVELOPER acknowledge that CITY and DEVELOPER incur various costs during park development beyond construction document preparation and improvement construction. Such costs include but are not limited to City staff review and construction management charges, consultant construction assistance (environmental, inspection, engineering), storm water pollution prevention, utility connection fees, utility bills (electric and water, prior to acceptance of Park Improvements), surety premiums, City inspections, permits and

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fees, design/drafting fees, fencing, maintenance and miscellaneous costs such as photocopying and printing. DEVELOPER shall be responsible for all payments associated with the Park Improvements, including all design and construction costs. This includes but is not limited to, consultant design work, contractors work, electric and water bills (prior to acceptance of Park Improvements), storm water pollution prevention, consultant construction assistance, City inspections, permits and fees. DEVELOPER shall provide to CITY a monthly accounting summary outlining project costs to date. DEVELOPER will include copies of invoices paid. DEVELOPER will provide copies of cancelled checks if requested by CITY. All payments described in this Section 9 shall be credited towards the Total Park Improvement Fee and any payments in excess of the Total Park Improvement Fee shall be reimbursed by CITY to OWNER subject to Section 14.

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

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DEVELOPER shall pay, in addition to actual costs and expenses of such repair or work, fifty percent (50%) of such costs and expenses for overhead and interest at the maximum rate of interest permitted by law accruing thirty (30) days from the date of billing for such work or repairs.

11. Cost of Park Improvements. The estimated cost of constructing the Park Improvements for the Parks shall be Nine Million Eight Hundred Fourteen Thousand Three Hundred and Twenty-One and 00/100 Dollars ($9,814,321.00) ("**Estimated Cost**"). The total cost of the Park Improvement Impact Fees shall equal Four Million Nine Hundred Thirty-Two Thousand Seven Hundred and One and 00/100 Dollars ($4,932,701.00) ("**Total Park Improvement Fee**") and the fee credit maximum pursuant to this Agreement shall equal Four Million Eight Hundred Eighty-One Thousand Six Hundred Twenty and 00/100 Dollars ($4,881,620.00). Pursuant to the Public Facilities Fee Program, in the event that the cost of constructing the Park Improvements for the Parks exceeds the Total Park Improvement Fee, CITY shall reimburse OWNER pursuant to Section 14 below. Notwithstanding the foregoing, DEVELOPER shall provide a cost estimate for the City Engineer's approval in conjunction with submittal of the Construction Documents. The approved cost estimate shall be used to, if necessary, increase the amount of the security required by Section 12. The Project shall be constructed on a prevailing wage scale as required by the State of California. Notwithstanding the foregoing to the contrary, in no event shall DEVELOPER's aggregate out-of-pocket obligation for constructing the Park Improvements for the Parks exceed the Total Park Improvement Fee.

12. Security Furnished. Concurrently with the execution of this Agreement, DEVELOPER shall furnish CITY with the following security in a form satisfactory to the City Attorney. If necessary DEVELOPER shall replace the initial security provided with security that reflects any increase in the Estimated Cost pursuant to Section 11. DEVELOPER shall also furnish a ten percent (10%) bond for the one (1) year warranty. For the avoidance of doubt, CITY shall be solely responsible for maintenance of the Parks during the one (1) year warranty period and DEVELOPER shall be responsible only for replacing damaged plants within the Parks upon written request of the CITY, but in no event more than twice, during the one (1) year warranty period. DEVELOPER's responsibility to replace damaged plants shall expire upon termination of the one (1) year warranty period.

a) **Faithful Performance**. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in Section 11 and sufficient to assure CITY that the Park Improvements will be satisfactorily completed (the "**Faithful Performance Bond**"). A separate Faithful Performance Bond shall be posted for each park and released upon substantial completion of the Park Improvements to that park.

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

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

13. Fee Credit. Upon DEVELOPER's posting security for the completion of the Park Improvements under the terms of this Agreement, OWNER and DEVELOPER shall be deemed to have satisfied its obligations to contribute to Park Improvements under the Park Impact Fees for five hundred seventy-three (573) residential units or the number of units equivalent to the portion of the 11.0 acres covered by the security, not to exceed Eight Hundred Ninety-Two Thousand Two Hundred Eleven and 00/100 Dollars ($892,211.00) per acre, including soft costs. Upon dedication of the Park Improvements and recordation of a final map for the Project, OWNER and DEVELOPER shall be deemed to have satisfied its obligations under the Land Impact Fees. All Park Impact Fee credits and Land Impact Fee credits hereunder shall belong to OWNER.

14. Credit for Excess Costs. Pursuant to the Public Facilities Fee Program and City of Dublin Municipal Code Section 7.78.040, CITY shall reimburse OWNER in the form of reimbursement credit, to the extent that actual construction, design, and related costs, as approved by CITY, total more than the Total Park Improvement Fee; provided, however, that in no event shall CITY be required to reimburse OWNER in an amount greater than Four Million Eight Hundred Eighty-One Thousand Six Hundred Twenty and 00/100 Dollars ($4,881,620.00). Within ten (10) business days of DEVELOPER's written notice to CITY that its costs exceed the Total Park Improvement Fee, CITY, OWNER and DEVELOPER shall enter into a Public Facilities Fee Credit/Reimbursement Agreement substantially in the form attached hereto as Exhibit B.

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

16. Building Permit. CITY acknowledges and agrees that upon the Effective Date, DEVELOPER is entitled to all building permits necessary for developing the Property.

17. Liability.

a) **DEVELOPER Primarily Liable**. DEVELOPER hereby warrants that the design and construction of the Improvements will not adversely affect any portion of adjacent properties and that all work will be performed in accordance with the professional standards prevailing in the industry for similarly situated improvement projects in the City of Dublin. DEVELOPER agrees to indemnify, defend with counsel acceptable to CITY, and hold harmless CITY, its officers, officials, employees, agents, and volunteers, from and against any and all loss, claims, suits, liabilities, actions, damages, or causes of action (collectively "Liability") directly

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arising from the negligence or willful misconduct of DEVELOPER, its employees, agents, or independent contractors in connection with DEVELOPER's actions and obligations hereunder, except such Liabilities caused by the sole negligence or willful misconduct of the CITY; provided as follows:

1) That CITY does not, and shall not, waive any rights against DEVELOPER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY, or the deposit with CITY by DEVELOPER, of any of the insurance policies described in Paragraph 18 hereof.

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

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

4) **Litigation Expenses**. In the event that legal action is instituted by either party to this Agreement, and said action seeks damages for breach of this Agreement or seeks to specifically enforce the terms of this Agreement, and, in the event judgment is entered in said action, the prevailing party shall be entitled to recover its attorneys' fees and court costs. If CITY is the prevailing party, CITY shall also be entitled to recover its attorney's fees and costs in any action against DEVELOPER's surety on the bonds provided under paragraph 11.

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

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

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

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

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

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

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

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

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

C. **Deductibles and Self-Insurance Retentions**. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, DEVELOPER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

1) General Liability and Automobile Liability Coverages.

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

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

(b) The DEVELOPER's insurance coverage shall be primary insurance in respect to the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the DEVELOPER's insurance and shall not contribute with it.

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

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

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

3) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

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

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

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

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

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

21. Abandonment of Work. If DEVELOPER refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if DEVELOPER should be adjudged as bankrupt, or should make a general assignment for the benefit of DEVELOPER's creditors, or if a receiver should be appointed, or if DEVELOPER, or any of DEVELOPER's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement, the CITY through its Public Works Director may serve written notice on DEVELOPER, OWNER and DEVELOPER's surety or holder of other security of DEVELOPER's breach of this Agreement, or of any portion, thereof, and default of DEVELOPER. In the event of any such notice of breach of this Agreement, DEVELOPER's surety shall have the duty to take over and complete the Improvements herein specified; provided however that OWNER shall have the right of first option (but not the obligation) to take over and complete the Improvements and shall notify any surety and the City of the same within thirty (30) days of its exercise of such option; provided further that if OWNER does not take over the construction of the Improvements within thirty (30) days and the surety, within sixty (60) days after the serving upon it of such notice of breach, does not give CITY written notice of its intention to take over the performance of the contract, and does not commence performance thereof within thirty (30) days after notice to CITY of such election, CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of DEVELOPER and DEVELOPER's surety shall be liable to CITY for the lesser of (i) any damages incurred by CITY arising directly from DEVELOPER's abandonment of the work, or (ii) reasonable and documented excess costs occasioned by CITY thereby; and, in such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to DEVELOPER as may be on the site of the work and necessary therefor.

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

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

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

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

Arroyo Cap IV-3, LLC
Attn: Jeffrey Brouelette
18575 Jamboree Road, Suite 350
Irvine, CA 92612

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

TH East Ranch Dublin LLC
Attn: Tony Bosowski
3001 Bishop Dr. #100
San Ramon, CA 94583

With a copy to: TH East Ranch Dublin LLC
Attn: Legal Department
3001 Bishop Dr. #100
San Ramon, CA 94583

And a copy to: Jackson Tidus
Attn: Sonia A. Lister, Esq.
2030 Main Street, 12th Floor
Irvine, CA 92614

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

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

24. Safety Devices. DEVELOPER shall provide and maintain such guards, watchmen, fences, barriers, regulatory signs, warning lights, and other safety devices adjacent to and on the tract site as may be necessary to prevent accidents to the public and damage to the property. DEVELOPER shall furnish, place, and maintain such lights as may be necessary for illuminating the said fences, barriers, signs, and other safety devices. At the end of all work to be performed under this Agreement, all fences, barriers, regulatory signs, warning lights, and other safety devices (except such safety items as may be shown on the plans and included in the items of work) shall be removed from site of the work by the DEVELOPER, and the entire site left clean and orderly.

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

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

27. 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

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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.

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

[Signatures on following page]

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

CITY OF DUBLIN
a Municipal Corporation

Dated: _____

By: _____
Name: Linda Smith
Title: City Manager

ATTEST:

By:_____
Name: Marsha Moore, City Clerk

Approved as to form

By:_____
Name: _____, City Attorney

OWNER:

ARROYO CAP IV-3, LLC,
a Delaware limited liability company

By: Arroyo Cap IV-2, LLC,
a Delaware limited liability company
its sole member

By: Arroyo Capital IV, LLC,
a Delaware limited liability company
its sole member

By: Jeffrey Brouelette
Name: Jeffrey Brouelette
Title: President

Dated: 06/12/24 | 4:33 PM PDT

DEVELOPER:

TH EAST RANCH DUBLIN LLC,
a California limited liability company

By: DocuSigned by: Tony Bosowski A5717FAB1BFA457...
Name: Tony Bosowski
Title: Authorized Agent

Dated: 6/12/2024

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EXHIBIT A

Legal Description of the Property

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF DUBLIN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING ALL OF PARCELS 1 THROUGH 4 AND 6 THROUGH 16 OF TRACT 8563. RECORDED IN BOOK 371 OF MAPS AT PAGES 12 THROUGH 22, ALAMEDA COUNTY RECORDS.

APN'S 905-0002-008 THROUGH 905-002-011 AND 905-0002-013 THROUGH 905-0002-023

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EXHIBIT B

FORM OF PUBLIC FACILITIES FEE CREDIT/REIMBURSEMENT AGREEMENT

[See Attached]

DocuSign Envelope ID: 8D60E97E-9BB9-4653-97C8-399AE21951E6

PUBLIC FACILITIES FEE
CREDIT / REIMBURSEMENT AGREEMENT
BETWEEN CITY OF DUBLIN AND

This PUBLIC FACILITIES FEE CREDIT/REIMBURSEMENT AGREEMENT ("**Credit/Reimbursement Agreement**") is entered into by and among the City of Dublin ("**City**"), TH EAST RANCH DUBLIN LLC, a California limited liability company ("**Developer**"), and ARROYO CAP IV-3, LLC, a Delaware limited liability company ("**Owner**") this _____, 20____ pursuant to the Consolidated Impact Fee Administrative Guidelines adopted by the City Council by Resolution No. 144-21.

RECITALS

A. City, Owner and Developer entered into that certain Improvement Agreement for North and South Neighborhood Park Sites within the East Ranch Development dated _____, 20____ (the "**Park Improvement Agreement**") pursuant to which Developer agreed to design and develop two neighborhood parks totaling 11.0-acres and to dedicate the same to the City. Initially capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Park Improvement Agreement.

B. Pursuant to the Public Facilities Fee Program and City of Dublin Municipal Code Section 7.78.040, the City is required to reimburse Owner in the form of reimbursement credit, to the extent that actual construction, design, and related costs ("**Improvement Costs**"), as approved by City, total more than the Total Park Improvement Fee, provided City, Developer and Owner enter into a written reimbursement agreement.

C. Developer has paid an administrative fee of _____ ($_____) to cover the administrative costs associated with establishing and monitoring this Credit/Reimbursement Agreement.

D. The City has received the security required by Section 12 of the Park Improvement Agreement.

E. Developer's Improvement Costs total more than the Total Park Improvement Fee and City, Developer and Owner now desire to enter into this Credit/Reimbursement Agreement to distribute Credit (as defined below) to Owner on the terms and provisions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City, Developer and Owner hereby agree as follows:

1. By virtue of having dedicated 11.0 acres to the City, Owner is entitled to a credit in an amount of _____ ($_____) (the "**Credit**") to be used against the following component of the Public Facilities Fee: Neighborhood Parks, Improvements; Community Nature Parks, Improvements; and Community Parks, Improvements.

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2. The Credit may be used for a period of five (5) years following the date of this Credit/Reimbursement Agreement. Thereafter, beginning on _____, 20 ___ the Credit, if unused, may convert to a right of reimbursement, at the election of the Owner. In the event that Owner elects to convert the Credit to a right of reimbursement, Owner shall provide City written notice and City shall reimburse Owner within thirty (30) days of Owner's written notice. In the alternative, at the end of the five (5) year credit period, Owner may request that credits be extended and held in perpetuity and not convert to a right to reimbursement.

3. Neither the Credit nor the right to reimbursement will be increased for inflation or will accrue interest.

4. With prior written approval of the City Manager, not to be unreasonably withheld, Owner may transfer the amount of unused Credit to any person or firm having a legal interest in real property within the area subject to the Public Facilities Fee, provided an administrative transfer fee, not to exceed _____ ($_____) is paid to City and a written transfer agreement is executed.

5. Developer and Owner attest that they have read and understand the City's Administrative Guidelines.

All other aspects of the Credit or right to reimbursement which are not specified in this Credit/Reimbursement Agreement shall be as provided in the City's Administrative Guidelines (Resolution No. 144-21, including any amendments thereto).

[*SIGNATURES ON FOLLOWING PAGE*]

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IN WITNESS WHEREOF, the City and Developer have executed this Credit/Reimbursement Agreement, the day and year first above written.

CITY OF DUBLIN
a Municipal Corporation

Dated: _____

By: _____
Name: Linda Smith
Title: City Manager

ATTEST:

By:_____
Name: Marsha Moore, City Clerk

Approved as to form

By:_____
Name: John Bakker, City Attorney

OWNER:

ARROYO CAP IV-3, LLC,
a Delaware limited liability company

By: Arroyo Cap IV-2, LLC,
a Delaware limited liability company
its sole member

By: Arroyo Capital IV, LLC,
a Delaware limited liability company
its sole member

By:_____
Name: _____
Title: _____

Dated: _____

DEVELOPER:

TH EAST RANCH DUBLIN LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

Dated: _____

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Agenda Item 5.8

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: June 25, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Annual Street Resurfacing Project (2024 Concrete/Signals/Overlay) and Persimmon Drive Pedestrian Rehabilitation Project CIP Nos. ST0117 and PK0123 - Approval of Plans and Specifications, Waive a Minor Bid Irregularity, and Award of Contract to O'Grady Paving, Inc.
Prepared by: Michael Boitnott, Capital Improvement Program Manager

EXECUTIVE SUMMARY:

The City Council will consider approving the plans and specifications, waiving a minor bid irregularity, and awarding a construction contract to O'Grady Paving, Inc. for the Annual Street Resurfacing Project (2024 Concrete/Signals/Overlay) and the Persimmon Drive Pedestrian Rehabilitation Project. The combined project will remove and replace existing concrete curb ramps, resurface a segment of Dublin Boulevard and John Monego Court, and rehabilitate the existing Persimmon Drive pedestrian path.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Plans and Specifications, Waiving a Minor Bid Irregularity, and Awarding a Contract to O'Grady Paving, Inc. for the Annual Street Resurfacing Project (2024 Concrete/Signals/Overlay) and the Persimmon Drive Pedestrian Rehabilitation Project, CIP Nos. ST0117 and PK0123.

FINANCIAL IMPACT:

The bid submitted by O'Grady Paving, Inc. is $1,944,413.50. Staff recommends a construction contingency of $200,000 (approximately 10%) to facilitate change orders for unforeseen construction issues, bringing the total potential construction cost to $2,144,413.50. Sufficient funds are available in the approved budgets for CIP Nos. ST0117 and PK0123. The respective share of the construction agreement cost is $1,863,633.50 for ST0117 and $80,750.00 for PK0123.

DESCRIPTION:

The 2022-2027 Capital Improvement Program Update (CIP) includes the Annual Street Resurfacing Project, CIP No. ST0117, and the Persimmon Drive Pedestrian Rehabilitation Project, CIP No. PK0123, (Attachment 2). The Annual Street Resurfacing Project provides for various types of pavement improvements from asphalt overlay to major rehabilitation of roadways. The construction will include crack seal, base repairs, asphalt concrete overlay, and pavement delineation along a portion of Dublin Boulevard, from Myrtle Drive to just east of John Monego Court, and along John Monego Court, as shown on the Location Map (Attachment 3). The project also includes upgrades to curb ramps at the intersections within the limits of overlay to comply with the Americans with Disabilities Act (ADA) and Public Right-of-Way Accessibility Guidelines (PROWAG) requirements.

This project also provides for the rehabilitation of the Persimmon Drive pedestrian pathway along Tassajara Creek and will include overlaying a portion of the existing pathway with asphalt concrete and removing and replacing other portions of the existing pathway with new pavement.

<u>Bid Process and Results</u>
The City of Dublin issued a bid package for the Annual Street Resurfacing Project and the Persimmon Drive Pedestrian Rehabilitation Project on April 18, 2024. The bid package consisted of 51 base bid items. Two sealed bids were received on May 21, 2024, with the base bids ranging from $1,452,655.40 to $1,944,413.50. The low bid in the amount of $1,452,655.40 was submitted by Radius Earthwork, Inc. A summary of the bids is provided as Attachment 4.

A review of Radius Earthwork, Inc.'s bid package identified that there were items missing or were not included with the package. These include not affixing the corporate seal to the bid proposal, failing to properly acknowledge in the bid documents one of the two addendums that were issued for the project, and not signing the Certificate of Insurance form. Additionally, Radius Earthwork, Inc. indicated in the statement of Bidder Qualifications that they had not completed the minimum number of projects required in the project bid documents. Specifically, the Notice Inviting Bids and Bidder's Questionnaire stipulated that bid proposals submitted by general contractors who have not completed 10 qualifying projects within the past five years shall be deemed non-responsive and therefore rejected. In response to a question on section P-19, Bidder's Questionnaire, Radius Earthwork, Inc. indicated that they have not completed 10 qualifying projects within the past five years. As such, Radius Earthwork, Inc. was deemed non-responsive.

The second low bid amount of $1,944,413.50 submitted by O'Grady Paving, Inc. contained three minor bid irregularities in that they did not correctly calculate the unit extension prices of bid items 19 and 25, and the summation of the unit price extensions was incorrect, resulting in a reduction of the total bid amount by $500. The Public Contract Code and the City's bid documents define this inconsistency as a "minor bid irregularity," and authorize the City to "waive" these irregularities and proceed with the award of the contract.

To facilitate the approval of contract change orders and avoid construction delays, it is requested that the City Manager or designee be authorized to approve change orders up to the contingency

amount of $200,000. The resolution will authorize this change as it relates to the project. Staff expects work to begin in late July 2024 and be complete in late 2024.

Community Workforce Agreement

On January 11, 2022, the City Council approved a Community Workforce Agreement (CWA) with the Building and Construction Trades Council of Alameda County and its Affiliated Local Unions. The CWA is applicable to public works projects valued at over $1,000,000, ensures that there are no labor issues related to said projects, and bolsters local efforts to connect residents with careers in the building and construction trades. The CWA includes a Local Hire Goal where 20% of all hours on a project are worked by Local Residents, which are defined as individuals that reside within Alameda County or within a 15-mile radius of City limits. The CWA also requires contractors to hire one new apprentice for the first $1,000,000 of construction costs, and an additional new apprentice for every $5,000,000 construction costs, based on the engineer's estimate. Apprentices must work a minimum of 10% of the total craft's work hours, but the CWA allows that apprentices may be deployed to another project to ensure the minimum number of hours are met.

Staff worked with a consultant, Workforce Integrity and Training Solutions, to prepare bid documents and solicit bids for the for the Annual Street Resurfacing (2024 Concrete / Signals / Overlay) and Persimmon Drive Pedestrian Rehabilitation Project that comply with the provisions of the CWA. The provisions include the requirement that responsive bidders include an executed Agreement to be Bound to and by the CWA, and that all subcontractors of the successful bidder also execute the Agreement to be Bound within 14 days after Notice of Award.

California Environmental Quality Act (CEQA)

This project is exempt under Section 15301 (Existing Facilities) of the CEQA Guidelines.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A courtesy copy of this report was sent to O'Grady Paving, Inc. and Alameda County Transportation Commission's Independent Watchdog Committee. The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Plans and Specifications, Waiving a Minor Bid Irregularity, and Awarding a Contract to O' Grady Paving, Inc. for the Annual Street Resurfacing Project (2024 Concrete/Signals/Overlay) and the Persimmon Drive Pedestrian Rehabilitation Project, CIP Nos. ST0117 and PK0123
2) CIP Nos. ST0117 and PK0123
3) 2024 Concrete/Signals/Overlay and Persimmon Drive Pedestrian Rehabilitation Project Location Map
4) Bid Results

RESOLUTION NO. XX - 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE PLANS AND SPECIFICATIONS, WAIVING A MINOR BID IRREGULARITY, AND AWARDING A CONTRACT TO O'GRADY PAVING, INC. FOR THE ANNUAL STREET RESURFACING PROJECT (2024 CONCRETE / SIGNALS / OVERLAY), AND THE PERSIMMON DRIVE PEDESTRIAN REHABILITATION PROJECT, CIP NOS. ST0117 AND PK0123

WHEREAS, the design team has completed the plans and specifications for the Annual Street Resurfacing Project (2024 Concrete / Signals / Overlay) and the Persimmon Drive Pedestrian Rehabilitation Project, CIP Nos. ST0117 and PK0123, (Project) which includes the removal and replacement of existing concrete curb ramps, resurfacing a segment of Dublin Boulevard, between Myrtle Drive and just east of John Monego Court, and John Monego Court, and rehabilitate the existing Persimmon Drive pedestrian path; and

WHEREAS, the City of Dublin did, on May 21, 2024, publicly open, examine, and declare all sealed bids for doing the work described in the approved plans and specifications for the Project, which plans and specifications are hereby expressly referred to for a description of said work and for all particulars relative to the proceedings under the request for bids; and

WHEREAS, the low bid from Radius Earthwork, Inc. is non-responsive due to items missing or not included with the bid package, and failure to meet the specific experience requirements of completing ten projects for a City, County, or State of California within the last five years; and

WHEREAS, the bid submitted by O'Grady Paving, Inc. contained three minor bid irregularities that did not correctly calculate the unit extension price of bid items 19 and 25, and the summation of the unit price extensions was incorrect; and

WHEREAS, the Public Contract Code and the City's bid documents authorize the City to waive any minor irregularity and proceed with the award of the contract; and

WHEREAS, said bids were submitted to City Staff and O'Grady Paving, Inc. was determined to be the lowest, responsive, and responsible bidder for doing said work.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the Plans and Specifications for the Project.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby waive the minor bid irregularities in the proposal submitted by O'Grady Paving, Inc.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby award the Contract for the Project to the lowest, responsive, and responsible bidder, O'Grady Paving, Inc., at a base bid amount of $1,944,413.50 the particulars of which bids are on file in the Office of the Public Works Director.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve the Project contract change orders based on the appropriated funds designated for the Project up to the contingency amount of $200,000.

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to execute the Construction Agreement for the Project with O'Grady Paving, Inc. and make any necessary, non-substantive changes to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Number	ST0117	ANNUAL STREET RESURFACING	Program	STREETS

PROJECT DESCRIPTION

This project provides for the design and construction of a variety of pavement resurfacing treatments, from slurry seal to major rehabilitation and reconstruction of streets and resurfacing of bridge decks. The project also includes installation of new or upgrades of existing ADA curb ramps on roads that are reconstructed or receive an asphalt concrete overlay. Streets are selected for improvements based on the City's Pavement Management System to optimize the pavement condition in relation to available budget. The City owns and maintains approximately 148 centerline miles of streets.

The Metropolitan Transportation Commission groups Pavement Condition Index (PCI) ratings into the following categories: 80-100 Very Good-Excellent; 70-79 Good, 60-69 Fair, 50-59 At Risk, 25-49 Poor, and 0-24 Failed. The City of Dublin is rated very good with a three-year moving average PCI of 82.

This annual Resurfacing Program is primarily funded by Alameda County Transportation Commission Measure B/BB funds, SB-1, and Gas Tax. This program protects the substantial investment the City has in the public street system.

ANNUAL OPERATING IMPACT: None

MANAGING DEPARTMENT: Public Works

			2022-2027 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
9100	Salaries & Benefits	$142,884	$48,991	$35,360	$35,360	$35,360	$35,360		$333,315
9200	Contract Services	$1,484,397	$684,947	$340,000	$340,000	$360,000	$360,000		$3,569,344
9400	Improvements	$7,796,520	$3,023,727	$1,917,401	$1,917,401	$2,170,601	$2,170,601		$18,996,251
9500	Miscellaneous	$9,022	$40,169	$7,120	$7,120	$8,000	$8,000		$79,431
TOTAL		**$9,432,823**	**$3,797,834**	**$2,299,881**	**$2,299,881**	**$2,573,961**	**$2,573,961**		**$22,978,341**

FUNDING SOURCE		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
1001	General Fund	$467,999							$467,999
2201	State Gas Tax	$3,456,188	$1,232,833	$600,920	$725,920	$800,000	$800,000		$7,615,861
2204	Measure B Sales Tax - Local Streets Fund	$1,484,999	$300,000						$1,784,999
2205	Measure B Sales Tax - Bike & Pedestrian Fund	$300,000							$300,000
2214	Measure BB Sales Tax - Local Streets Fund	$1,806,020	$450,000	$575,000	$450,000	$650,000	$650,000		$4,581,020

FUNDING SOURCE		PRIOR YEARS	2022-2023 BUDGET	2023-2024	2024-2025	2025-2026	2026-2027	FUTURE YEARS	TOTALS
2215	Measure BB Sales Tax - Bike & Pedestrian Fund	$304,500							$304,500
2216	Measure B Grants	$82,500							$82,500
2220	Road Maint. & Rehab. Account (RMRA)	$1,374,977	$1,764,661	$1,123,961	$1,123,961	$1,123,961	$1,123,961		$7,635,482
2304	Local Recycling Programs	$155,640	$4,360						$160,000
4309	Mitigation Contributions		$45,980						$45,980
TOTAL		**$9,432,823**	**$3,797,834**	**$2,299,881**	**$2,299,881**	**$2,573,961**	**$2,573,961**		**$22,978,341**

ANNUAL OPERATING IMPACT								

PROJECT DESCRIPTION

This project will provide for removal and replacement of approximately 1,250 linear feet of asphalt pathway along Persimmon Drive between Gleason Drive and Central Parkway. The asphalt concrete surface has experienced distress due to soil expansion, the encroachment of tree roots, and some slope creep along the adjacent Tassajara Creek bank.

ANNUAL OPERATING IMPACT: None

MANAGING DEPARTMENT: Public Works

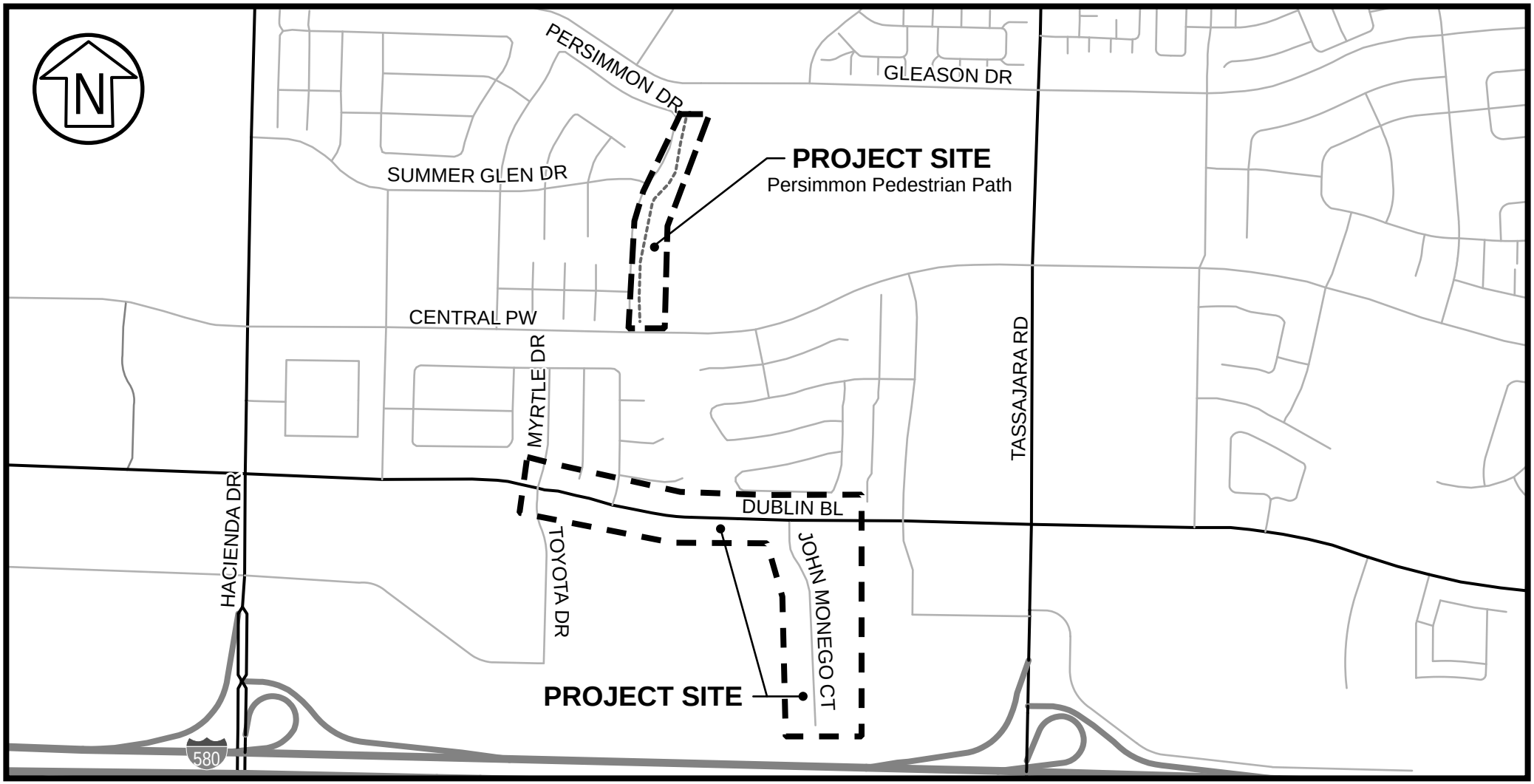
			2022-2027 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
9100	Salaries & Benefits		$15,080						$15,080
9200	Contract Services		$29,920						$29,920
9400	Improvements		$150,000						$150,000
TOTAL			**$195,000**						**$195,000**

FUNDING SOURCE		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
2704	Landscape District Santa Rita 1997-1		$195,000						$195,000
TOTAL			**$195,000**						**$195,000**

ANNUAL OPERATING IMPACT							

CITY OF DUBLIN

ANNUAL STREET RESURFACING
"2024 CONCRETE, SIGNAL, AND OVERLAY"
Project No. ST0117 AND PERSIMMON DR. PEDESTRIAN REHABILITATION Project No. PK0123



VICINITY MAP

SCALE: NTS

CITY OF DUBLIN
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BID SUMMARY

Project Name: Annual Street Resurfacing "2024 Concrete / Signals / Overlay" and "Persimmon Dr. Pedestrian Rehabilitation Project".

Project No. : ST0117 and PK0123
Bid Date: 5/21/2024 - 2:00 PM

BASE BID				Radius Earthwork INC.		O'Grady Paving, Inc.	
ITEM	DESCRIPTION	Qty.	UNIT	Unit Cost	Extension	Unit Cost	Extension
1	Mobilization (Not to Exceed 10% of total base bid)	1	LS	$140,000.00	$140,000.00	$150,000.00	$150,000.00
2	Mobilization (Tassajara Trail only)	1	LS	$16,800.00	$16,800.00	$5,000.00	$5,000.00
3	Traffic Control and Construction Area Signs (Not to Exceed 10% of total base bid)	1	LS	$130,000.00	$130,000.00	$350,000.00	$350,000.00
4	Traffic Control and Construction Area Signs (Tassajara Trail Only)	1	LS	$13,440.00	$13,440.00	$10,000.00	$10,000.00
5	Water Pollution Control	1	LS	$3,360.00	$3,360.00	$15,000.00	$15,000.00
6	Water Pollution Control (Tassajara Trail Only)	1	LS	$3,360.00	$3,360.00	$2,000.00	$2,000.00
7	Adjust Traffic Signal Pull Boxes to Grade	4	EA	$1,400.00	$5,600.00	$1,500.00	$6,000.00
8	Adjust Water Valve to Grade (DSRSD)	29	EA	$560.00	$16,240.00	$1,000.00	$29,000.00
9	Adjust Recycled Water Valve to Grade (DSRSD)	8	EA	$1,008.00	$8,064.00	$1,000.00	$8,000.00
10	Adjust Storm Manhole Frame and Cover (City)	1	EA	$1,344.00	$1,344.00	$1,500.00	$1,500.00
11	Adjust Sanitary Sewer Manhole Frame and Cover (DSRSD)	9	EA	$1,680.00	$15,120.00	$1,500.00	$13,500.00
12	Demolish Existing Handhole	5	EA	$616.00	$3,080.00	$700.00	$3,500.00
13	Remove Handhole/Replace with Pull Box	2	EA	$682.50	$1,365.00	$1,000.00	$2,000.00
14	Replace Vehicle Detector Loops	22	EA	$1,207.50	$26,565.00	$1,400.00	$30,800.00
15	Bicycle Detector Loops	1	EA	$1,312.50	$1,312.50	$1,500.00	$1,500.00

BASE BID				Radius Earthwork INC.		O'Grady Paving, Inc.	
ITEM	DESCRIPTION	Qty.	UNIT	Unit Cost	Extension	Unit Cost	Extension
16	Install City-Furnished Video Detection System	3	EA	$5,775.00	$17,325.00	$10,000.00	$30,000.00
17	Replace Pedestrian Push Button with Accessible Pedestrian Signal	8	EA	$824.25	$6,594.00	$2,000.00	$16,000.00
18	Wedge Grind	35,000	SF	$1.78	$62,300.00	$1.50	$52,500.00
19	Transverse Grind	11,433	SF	$3.36	$38,414.88	$2.50	$28,582.50*
20	Digout Repair (3" mill and fill)	3,246	SF	$10.33	$33,531.18	$12.00	$38,952.00
21	Rubberized Asphalt Crack Sealing	1	LS	$29,610.00	$29,610.00	$45,000.00	$45,000.00
22	Rubberized Asphalt Crack Sealing (Tassajara Trail Only)	1	LS	$2,100.00	$2,100.00	$3,000.00	$3,000.00
23	Paving Mat (GlasGrid 8511) (John Monego Court)	61,637	SF	$1.70	$104,782.90	$2.00	$123,274.00
24	2" Hot Mix Asphalt Overlay (1/2" Type A)	2,700	TON	$132.48	$357,696.00	$200.00	$540,000.00
25	1-1/2" to 3" Hot Mix Asphalt Overlay (1/2" Type A) (Tassajara Trail Only)	190	TON	$226.48	$43,031.20	$225.00	$42,750.00*
26	2" Hot Mix Asphalt Base Lift (3/4" Type A) (Tassajara Trail Only)	72	TON	$406.12	$29,240.64	$250.00	$18,000.00
27	Curb Ramp 1A	1	EA	$10,080.00	$10,080.00	$10,000.00	$10,000.00
28	Curb Ramp 1B	1	EA	$8,960.00	$8,960.00	$9,000.00	$9,000.00
29	Curb Ramp 2A	1	EA	$8,960.00	$8,960.00	$9,000.00	$9,000.00
30	Curb Ramp 2B	1	EA	$8,960.00	$8,960.00	$9,000.00	$9,000.00
31	Curb Ramp 3A	1	EA	$8,960.00	$8,960.00	$9,000.00	$9,000.00
32	Curb Ramp 3B	1	EA	$8,960.00	$8,960.00	$9,000.00	$9,000.00
33	Curb Ramp 4A	1	EA	$10,080.00	$10,080.00	$10,000.00	$10,000.00
34	Curb Ramp 4B	1	EA	$10,080.00	$10,080.00	$10,000.00	$10,000.00
35	Curb Ramp 5A and 5B	1	EA	$11,200.00	$11,200.00	$10,000.00	$10,000.00
36	Curb Ramp 6A and 6B	1	EA	$11,200.00	$11,200.00	$10,000.00	$10,000.00

BASE BID				Radius Earthwork INC.		O'Grady Paving, Inc.	
ITEM	DESCRIPTION	Qty.	UNIT	Unit Cost	Extension	Unit Cost	Extension
37	Remove and Replace Concrete Sidewalk (John Monego Court & e/o Tassajara Creek)	3,178	SF	$44.80	$142,374.40	$50.00	$158,900.00
38	Remove and Replace Concrete Curb & Gutter (e/o Tassajara Creek)	7	LF	$56.00	$392.00	$60.00	$420.00
39	Remove and Replace Median Curb (John Monego Court)	35	LF	$56.00	$1,960.00	$60.00	$2,100.00
40	Reconstruct Median Island (John Monego Court)	100	SF	$33.60	$3,360.00	$40.00	$4,000.00
41	Replace and/or Install Two-way Blue Fire Hydrant Marker	14	EA	$26.25	$367.50	$30.00	$420.00
42	Traffic Stripes (Detail 9 - Thermoplastic)	6,250	LF	$1.89	$11,812.50	$2.00	$12,500.00
43	Traffic Stripes (Detail 31 - Thermoplastic)	1,500	LF	$7.35	$11,025.00	$6.00	$9,000.00
44	Traffic Stripes (Detail 38A - Thermoplastic)	700	LF	$3.15	$2,205.00	$4.00	$2,800.00
45	Traffic Stripes (Detail 39 - Thermoplastic)	5,500	LF	$2.10	$11,550.00	$3.00	$16,500.00
46	Traffic Stripes (Detail 39A - Thermoplastic)	1,500	LF	$2.10	$3,150.00	$3.00	$4,500.00
47	6" White Diagonal (Thermoplastic)	1,400	LF	$4.73	$6,622.00	$6.00	$8,400.00
48	Reflective Pavement Markers	50	EA	$26.25	$1,312.50	$30.00	$1,500.00
49	Pavement Markings (Green Thermoplastic)	560	SF	$21.00	$11,760.00	$30.00	$16,800.00
50	Pavement Markings (Arrows, Symbols, and Words - Thermoplastic)	644	SF	$14.70	$9,466.80	$20.00	$12,880.00
51	Pavement Markings (Various Crosswalk and Limit Line)	2,189	SF	$12.60	$27,581.40	$15.00	$32,835.00
	TOTAL				**$1,452,655.40**		**$1,944,413.50****
						LOWEST RESPONSIVE BIDDER	

* Mathematical error "unit cost extension"

** Mathematical error "summation of bid items"

Agenda Item 5.9

STAFF REPORT

CITY COUNCIL

DATE: June 25, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Agreement for On-Call Vehicle Maintenance and Repair Services with Parkway Body Shop
Prepared by: Raelyn Miranda, Administrative Aide

EXECUTIVE SUMMARY:

The City Council will consider approving the agreement for on-call vehicle maintenance and repair services with Parkway Body Shop.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Agreement for On-Call Vehicle Maintenance and Repair Services with Parkway Body Shop.

FINANCIAL IMPACT:

The cost of these services will be covered by the adopted budget for Dublin Police Services.

DESCRIPTION:

Dublin Police Services has a current three-year agreement with Parkway Body Shop providing vehicle maintenance and repairs of emergency vehicles on an as-needed basis for a not-to-exceed amount of $150,000. The current agreement will expire on June 30, 2024.

Based on the amount the City has spent during the current contract term and folding in known labor increases, Staff proposes to engage Parkway Boday Shop in a new three-year agreement with a not-to-exceed amount of $60,000.

While purchases above $45,000 require City Council approval, the City can waive the competitive bidding process per Municipal Code Section 2.36.100 (4): “When a contract or purchase involves goods of a technical nature, where it would be difficult for a vendor to bid on a standard set of specifications, and the Purchasing Agent undertakes a thorough review of known products and a comparison of features which would most closely meet the city’s needs at the lowest cost.” Staff has deemed this vendor as a sole-source provider, as the maintenance and repair of emergency

equipment is technical in nature and requires consistency with safety standards.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving an Agreement for On-Call Vehicle Maintenance and Repair Services with Parkway Body Shop
2) Exhibit A to the Resolution – Contractor Services Agreement Between the City of Dublin and Parkway Body Shop

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AN AGREEMENT FOR ON-CALL VEHICLE MAINTENANCE AND REPAIR SERVICES WITH PARKWAY BODY SHOP

WHEREAS, Dublin Police Services utilizes vehicles and equipment in the normal course of business that requires maintenance and repair on an as-needed basis; and

WHEREAS, the City desires to renew current agreements with Parkway Body Shop for a not-to-exceed amount of $60,000 over a three-year term for on-call vehicle maintenance and repair services beginning July 1, 2024 through June 30, 2027; and

WHEREAS, the City's Municipal Code Section 2.36.100 (4) provides an exception to competitive bidding, "When a contract or purchase involves goods of a technical nature, where it would be difficult for a vendor to bid on a standard set of specifications, and the Purchasing Agent undertakes a thorough review of known products and a comparison of features which would most closely meet the city's needs at the lowest cost"; and

WHEREAS, the City has deemed Parkway Body Shop a sole-source vendor as the maintenance and repair of emergency is technical in nature and requires consistency with safety standards.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby waive the competitive bidding process and approve the Agreement with Parkway Body Shop attached hereto as **Exhibit A**.

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

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND PARKWAY BODY SHOP

THIS AGREEMENT for vehicle maintenance and repair services is made by and between the City of Dublin ("City") and Parkway Body Shop ("Contractor") (together sometimes referred to as the "Parties") as of July 1, 2024 (the "Effective Date").

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

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

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

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

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

1.5 [Intentionally deleted].

1.6 [Intentionally deleted].

Section 2. COMPENSATION. City hereby agrees to pay Contractor as per the compensation schedule in Exhibit B, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement for a not to exceed amount of $60,000. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

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

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

- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's Signature;

- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

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

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

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

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

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

2.6 **[Intentionally deleted].**

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

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

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

2.10 **[Intentionally Deleted]**.

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

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

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

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

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

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

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

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

INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

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

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

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

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

4.1 Workers' Compensation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Additional Insured Endorsement as required by the section;

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

d. Primary Insurance Endorsement as required by the section.

4.3 **All Policies Requirements.**

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

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

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

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

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

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

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

disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

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

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

Section 6. STATUS OF CONTRACTOR.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that

Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

Any written notice to City shall be sent to:
Parkway Body Shop
Attn: Robert Stearns
7130 Village Pkwy
Dublin, CA 94568

City of Dublin
Attn: Police Services
6361 Clark Avenue
Dublin, CA 94568

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN

Linda Smith, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

Parkway Body Shop

DocuSigned by:
Robert Stearns
C989FF032BA34D9...

Robert Stearns, Owner

EXHIBIT A

SCOPE OF SERVICES

Provide repair, maintenance and equipment installation services for emergency police vehicles.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Parkway Body Shop
7130 Village Parkway
Dublin, CA. 94568
Bus: (925) 828-8558

Please consider our request for rate increases for the next term.

Body Labor	**$ 94.00**
Paint Labor	**$ 94.00**
Structural Labor	**$ 94.00**
Frame	**$120.00**
Mechanical	**$120.00**
Glass	**$ 65.00**
Paint(Material)	**$ 48.00**

5% OEM Parts Discount

Hazardous Waste	**$ 5.00**
Storage(inside/outside)	**$ 95.00 per day after 72 hours upon completion.**
Panel Bonding	**$ 50.00**
Seam Sealer	**$ 35.00**
Tint Color	**.5 Body Hours**
Corrosion Protection primer	**$10.00 / .1 per repaired panel**
Feather, Prime and Block	**$5.00 per hour not to exceed $45.00**
Car Cover	**.2 Body Hours per vehicle**
Mask jambs & Openings	**$10.00 / .4 Hrs per vehicle**

Thank you for your consideration,
Ronald Stearns
General Manager – Parkway Body Shop

Agenda Item 5.10

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: June 25, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Green Stormwater Infrastructure Project, CIP Nos. ST0121 and ST0517 - Approval of Plans and Specifications and Award of Contract to Suulutaaq, Inc.
Prepared by: Laurie Sucgang, Assistant Public Works Director / City Engineer

EXECUTIVE SUMMARY:

The City Council will consider approving the plans and specifications and awarding a construction contract to Suulutaaq, Inc. for the Green Stormwater Infrastructure Project. This project will install a bioretention basin for stormwater treatment and hydromodification management, including storm drainpipes, inlets, landscaping in the basin, asphalt trail, seating, and interpretive signage. The project will also remove and replace the existing sidewalk with a wider sidewalk along Amador Valley Boulevard, from the Iron Horse Regional Trail intersection and Stagecoach Road, as well as improve curb ramps and median refuge at the trail crossing.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Plans and Specifications and Awarding a Contract to Suulutaaq, Inc. for the Green Stormwater Infrastructure Project, CIP Nos. ST0121 and ST0517.

FINANCIAL IMPACT:

The bid submitted by Suulutaaq, Inc. is $2,501,546. Staff recommends a construction contingency of $250,000 (about 10%) to facilitate change orders for unforeseen construction issues, bringing the total potential construction cost to $2,751,546. Sufficient funds are available in the approved budgets for CIP Nos. ST0121 and ST0517.

The bid includes two major components, Base Bid #1 Storm Drain and Bioretention Area, and Base Bid #2 Amador Valley Boulevard Improvements. Costs for Base Bid #1 are covered by CIP No. ST0121 Green Stormwater Infrastructure, which includes funding from a General Fund Designation as well as a reimbursement from Alameda County Transportation Commission (ACTC) in accordance with a cooperative agreement approved by the City Council on April 16, 2024 (Resolution 27-24). Per the agreement, ACTC will reimburse the City for 75% of the Base Bid

#1 construction costs. Costs for Base Bid #2 are covered by CIP No. ST0517, Citywide Bicycle and Pedestrian Improvements, which includes Transportation Development Act (TDA) Article 3 Pedestrian and Bicycle Project Funding and other transportation funding appropriated in the budget for CIP No. ST0517.

DESCRIPTION:

The 2022-2027 Capital Improvement Program (CIP) includes Green Stormwater Infrastructure, CIP No. ST0121, and Citywide Bicycle and Pedestrian Improvements, CIP No. ST0517.

Green Stormwater Infrastructure, CIP No. ST0121, provides for planning, design, and construction of various citywide projects that will improve water quality and provide other environmental benefits in accordance with the Green Stormwater Infrastructure Plan, which was approved by the City Council on June 18, 2019. One of the projects included in this CIP is the Green Stormwater Infrastructure – Iron Horse Trail, South of Amador Valley Boulevard project (GSI Project) to treat stormwater runoff from the adjacent neighborhoods prior to discharge into South San Ramon Creek and Alamo Creek. The GSI Project is being done in cooperation with Alameda County Transportation Commission (ACTC).

ACTC is the lead agency implementing their SR84 Expressway Widening and SR84/I-680 Interchange Improvements project, including the improvements to meet stormwater treatment and flow control requirements specified by the San Francisco Bay Regional Water Quality Control Board (RWQCB). Caltrans and the RWQCB have approved off-site stormwater flow control for the ACTC project. The City's GSI Project has been modified to accommodate the requirements of the ACTC project by incorporating changes to increase the tributary area of impervious surface and incorporate flow control. In exchange for accommodating the ACTC project requirements, the additional project costs will be reimbursed by ACTC.

On February 7, 2023, the City Council approved a cooperative agreement with ACTC (Agreement No. A23-0012) for the preliminary engineering, environmental clearance and permitting, and final design. The agreement assigned responsibilities for each agency, including ACTC's responsibility to fund 75% of the costs associated with the first phase of the project.

On April 16, 2024, the City Council approved a cooperative agreement with ACTC (Agreement No. A24-0014) for the construction phase of the combined project, which includes construction capital, construction management, and inspection. The agreement assigned responsibilities for each agency, including ACTC's responsibility to fund 75% of the costs for the construction phase of the project, which was estimated at $2,800,000. Staff will return to the City Council with subsequent agreements for the long-term operation and maintenance.

Citywide Bicycle and Pedestrian Improvements, CIP No. ST0517, provides for planning, design, and construction of various pedestrian and bicycle facilities throughout the City, including sidewalks and improvements related to the Americans with Disabilities Act (ADA). On June 4, 2024, the City Council approved a request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2024-25 Transportation Development Act Article 3 (TDA) Pedestrian/Bicycle Project Funding for two projects, one of which is the pedestrian improvements along Amador Valley Boulevard that will be constructed with this project. Additional funding for the pedestrian improvements is provided by various transportation funds allocated in the approved CIP No. ST0517.

The GSI Project will install a bioretention basin for stormwater treatment and hydromodification management, including storm drainpipes, inlets, landscaping in the basin, asphalt concrete trail, seating, and interpretive signage. The GSI Project will also remove the existing sidewalk and construct a wider sidewalk along Amador Valley Boulevard, from the Iron Horse Regional Trail intersection to Stagecoach Road, and will improve curb ramps and the median refuge at the trail crossing.

Bid Process and Results

The City of Dublin issued a bid package for the GSI Project on April 24, 2024. The bid package consisted of two required components, Base Bid #1 Storm Drain and Bioretention Area, and Base Bid #2 Amador Valley Boulevard Improvements. The required components together total 54 base bid items. An Additive Alternate component, consisting of two additive bid items, was also included in the bid package. The two additive-alternate items were for installation of empty conduit and pull boxes along Amador Valley Boulevard for potential future fiber optic communications for City use.

Two sealed bids were received on May 30, 2024, with the base bids ranging from $2,501,546.00 to $2,792,997.60, and additive alternate bids ranging from $210,236.00 to $242,104.00. The lowest base bid, which is the total of Base Bid #1 Storm Drain and Bioretention Area and Base Bid #2 Amador Valley Boulevard Improvements, of $2,501,546.00 was submitted by Suulutaaq, Inc. A summary of the bids is provided as Attachment 4.

Staff reviewed the bid results, checked references and necessary licenses, and recommends that the City Council award the construction contract to Suulutaaq, Inc. as the lowest responsive and responsible bidder. Staff is not recommending awarding the additive-alternate bid items because the low bid exceeds the engineer's estimate by approximately 13%, there are no near-term plan to install fiber optic lines in this location, and there is no funding currently approved or allocated in the City's operating or capital improvement plan budget for this work.

To facilitate the approval of contract change orders and avoid construction delays, it is requested that the City Manager be authorized to approve change orders up to the contingency amount of $250,000. The resolution will authorize this change as it relates to the project. If the construction contract is awarded to Suulutaaq, Inc., Staff expects work to begin in late July 2024 and complete in late 2024.

Community Workforce Agreement

On January 11, 2022, the City Council approved a Community Workforce Agreement (CWA) with the Building and Construction Trades Council of Alameda County and its Affiliated Local Unions. The CWA is applicable to public works projects valued at over $1,000,000, ensures that there are no labor issues related to said projects, and bolsters local efforts to connect residents with careers in the building and construction trades. The CWA includes a Local Hire Goal where 20% of all hours on a project are worked by Local Residents, which are defined as individuals that reside within Alameda County or within a 15-mile radius of City limits. The CWA also requires contractors to hire one new apprentice for the first $1,000,000 of construction costs, and an additional new apprentice for every $5,000,000 construction costs, based on the engineer's estimate. Apprentices must work a minimum of 10% of the total craft's work hours, but the CWA allows that apprentices may be deployed to another project to ensure the minimum number of hours are met.

Staff worked with a consultant, Workforce Integrity and Training Solutions, to prepare bid documents and solicit bids for the GSI Project that comply with the provisions of the CWA. The provisions include the requirement that responsive bidders include an executed Agreement to be Bound to and by the CWA, and that all subcontractors of the successful bidder also execute the Agreement to be Bound within 14 days after Notice of Award.

California Environmental Quality Act (CEQA)

This project is exempt under Section 15301 (Class 1, Existing Facilities), Section 15302 (Class 2, Replacement or Reconstruction), Section 15303 (Class 3, New Construction or Conversion of Small Structures), and Section 15304 (Class 4, Minor Alterations to Land).

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A courtesy copy of this report was sent to Suulutaaq, Inc. and Alameda County Transportation Commission's Independent Watchdog Committee. The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Plans and Specifications and Awarding a Contract to Suulutaaq, Inc. for the Green Stormwater Infrastructure Project, CIP Nos. ST0121 and ST0517.
2) CIP Nos. ST0121 and ST0517
3) Location Map
4) Bid Results

RESOLUTION NO. XX - 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO SUULUTAAQ, INC. FOR THE GREEN STORMWATER INFRASTRUCTURE PROJECT, CIP NOS. ST0121 AND ST0517

WHEREAS, the design team has completed the plans and specifications for the Green Stormwater Infrastructure Project, CIP Nos. ST0121 and ST0517, (Project), which includes the installation of a bioretention basin for stormwater treatment and hydromodification management, including storm drain pipes, inlets, landscaping in the basin, asphalt trail, seating, interpretive signage, removal and replacement of sidewalk, curb and gutter along Amador Valley Boulevard, curb ramp upgrade and crossing improvements at the intersection of the Iron Horse Regional Trail; and

WHEREAS, the City of Dublin did, on May 30, 2024, publicly open, examine, and declare all sealed bids for doing the work described in the approved plans and specifications for the Project, which plans and specifications are hereby expressly referred to for a description of said work and for all particulars relative to the proceedings under the request for bids; and

WHEREAS, said bids were submitted to City Staff and Suulutaaq, Inc., was determined to be the lowest, responsive, and responsible bidder for doing said work.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the Plans and Specifications for the Project.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby award the Contract for the Project to the lowest, responsive, and responsible bidder, Suulutaaq, Inc., at a base bid amount of two-million five-hundred one thousand five-hundred forty-six dollars and zero cents ($2,501,546.00), the particulars of which bids are on file in the Office of the Public Works Director.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve the Project contract change orders based on the appropriated funds designated for the Project up to the contingency amount of two-hundred fifty thousand dollars and zero cents ($250,000.00).

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to execute the Construction Agreement for the Project with Suulutaaq, Inc. and make any necessary non-substantive changes to carry out the intent of this Resolution.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Number	ST0121	GREEN STORMWATER INFRASTRUCTURE	Program	STREETS

PROJECT DESCRIPTION

This project provides for the planning, design, and construction of various citywide projects that will improve water quality and provide other environmental benefits in accordance with the Green Stormwater Infrastructure (GSI) Plan, which was approved by the City Council on June 18, 2019. The GSI Plan and associated implementing projects, as well as trash load reduction requirements, are mandated by the Municipal Regional Stormwater Permit (MRP). Projects include: stormwater full trash capture device installation throughout the City, and construction of GSI along the Iron Horse Trail corridor, south of Amador Valley Boulevard. GSI planning and planning for the installation of trash capture devices began in FY2021-22. The installation of the trash capture devices is anticipated in FY2023-24. Construction of GSI along the Iron Horse Trail corridor, south of Amador Valley Boulevard, is anticipated in 2024.

This project is funded by a General Fund Reserve set aside for this purpose. The City and Alameda CTC entered into a Cooperative Agreement on February 7, 2023 to partner on the design and environmental permitting phase for a bio-retention and hydromodification management facility along the Iron Horse Trail corridor, south of Amador Valley Boulevard, that satisfies a portion of the City's GSI requirement and Alameda CTC's project, SR84 Expressway Widening and SR84/I-680 Interchange Improvements. Alameda CTC's share of the costs is 75% of the total, which will be reimbursed to the City after expenditure. Both agencies will enter into a subsequent agreement for the construction phase.

The "Other" funding is from Alameda County Transportation Commission.

ANNUAL OPERATING IMPACT: To be determined. On-going operations and maintenance (O&M) expenditures for installed facilities are required, but may be equal to current maintenance expenditures, particularly for retrofit and replacement projects. For completely new projects, O&M costs are estimated at 1.3% of construction cost for parcel based GSI or regional stormwater controls, and 3.6% of construction costs for green street projects. Alameda CTC will enter into a long-term maintenance agreement with the City for the GSI along the Iron Horse Trail corridor, south of Amador Valley Boulevard, to account for the on-going maintenance costs of the portion of the facility that satisfies their project.

MANAGING DEPARTMENT: Public Works

			2022-2027 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS		PRIOR YEARS	2022-2023 BUDGET	2023-2024	2024-2025	2025-2026	2026-2027	FUTURE YEARS	TOTALS
9100	Salaries & Benefits	$301	$96,039						$96,340
9200	Contract Services		$611,365	$235,688					$847,053
9400	Improvements		$1,433,670	$900,000					$2,333,670
9500	Miscellaneous		$12,000						$12,000
TOTAL		**$301**	**$2,153,074**	**$1,135,688**					**$3,289,063**

FUNDING SOURCE	PRIOR YEARS	2022-2023 BUDGET	2023-2024	2024-2025	2025-2026	2026-2027	FUTURE YEARS	TOTALS

1101	General Fund Designation	$301	$2,153,074						$2,153,375
9997	Other			$1,135,688					$1,135,688
TOTAL		**$301**	**$2,153,074**	**$1,135,688**					**$3,289,063**

ANNUAL OPERATING IMPACT							

PROJECT DESCRIPTION

This project includes planning, design, and construction of improvements to various pedestrian and bicycle facilities throughout the City, including pedestrian/bicycle bridges. This project includes design and construction of improvements recommended in the Bicycle and Pedestrian Plan.

The project includes an update to the ADA Transition Plan. The plan update will include a review of City buildings, parks, and rights-of-way. The ADA Transition Plan update will be funded by General Fund. It is anticipated that the ADA Transition Plan update will be completed in 2023.

An update of the Bicycle and Pedestrian Plan was adopted by City Council on January 10, 2023.

ANNUAL OPERATING IMPACT: None

MANAGING DEPARTMENT: Public Works

			2022-2027 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
9100	Salaries & Benefits	$66,995	$64,185	$30,160	$30,160				$191,500
9200	Contract Services	$659,402	$398,948	$222,350	$302,350				$1,583,050
9400	Improvements	$1,636,757	$1,145,899	$390,988	$390,988				$3,564,632
9500	Miscellaneous	$768	$29,190	$9,730	$9,730				$49,418
TOTAL		**$2,363,921**	**$1,638,223**	**$653,228**	**$733,228**				**$5,388,600**

FUNDING SOURCE		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
1001	General Fund	$387,008	$365,992	$105,000	$105,000				$963,000
2203	Transportation Development Act	$192,683	$17,317						$210,000
2204	Measure B Sales Tax - Local Streets Fund	$509,900	$100						$510,000
2205	Measure B Sales Tax - Bike & Pedestrian Fund	$142,900							$142,900

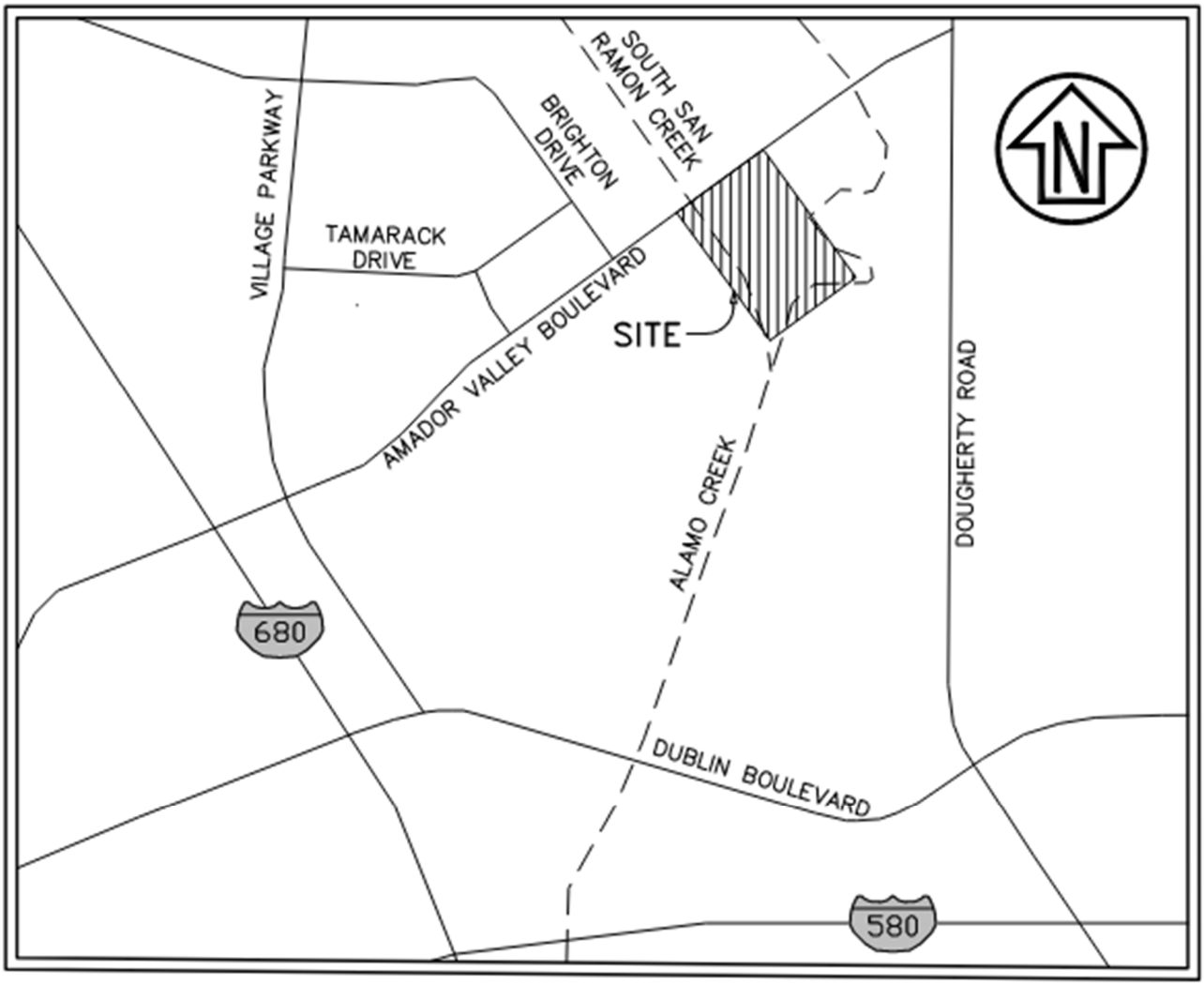
FUNDING SOURCE		PRIOR YEARS	2022-2023 BUDGET	2023-2024	2024-2025	2025-2026	2026-2027	FUTURE YEARS	TOTALS
2214	Measure BB Sales Tax - Local Streets Fund	$911,600	$280,000	$280,000	$280,000				$1,751,600
2215	Measure BB Sales Tax - Bike & Pedestrian Fund	$219,830	$113,814	$268,228	$348,228				$950,100
2212	Vehicle Registration Fee		$726,000						$726,000
2217	Measure BB Grants		$135,000						$135,000
TOTAL		**$2,363,921**	**$1,638,223**	**$653,228**	**$733,228**				**$5,388,600**

ANNUAL OPERATING IMPACT								

CITY OF DUBLIN

Green Stormwater Infrastructure Project

CIP Nos. ST0121 and ST0517



VICINITY MAP

NOT TO SCALE

CITY OF DUBLIN
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BID SUMMARY

Project Name: Green Stormwater Infrastructure Project

Project No. : ST0121
Bid Date: May 30, 2024

BID # 1: BASE BID STORM DRAIN AND BIORETENTION AREA				Suulutaq, Inc.		Buhler Commercial	
ITEM	DESCRIPTION	Qty.	UNIT	Unit Cost	Extension	Unit Cost	Extension
1	Mobilization	1	LS	$165,074.00	$165,074.00	$42,951.00	$42,951.00
2	Traffic Control	1	LS	$60,940.00	$60,940.00	$34,787.00	$34,787.00
3	Water Pullution Control Work	1	LS	$23,761.00	$23,761.00	$12,499.00	$12,499.00
4	Clearing, Grubbing, and Tree Protection	27,000	SF	$1.00	$27,000.00	$1.65	$44,550.00
5	Percolation Test Hole Overexcavation	10	CY	$227.00	$2,270.00	$1,519.00	$15,190.00
6	Excavation, Grading and Disposal at Bioretention Area	6,280	CY	$102.00	$640,560.00	$101.07	$634,719.60*
7	Engineered Fill	600	CY	$83.00	$49,800.00	$164.00	$98,400.00
8	Topsoil	650	CY	$110.00	$71,500.00	$120.00	$78,000.00
9	Remove Concrete Flatwork (Valley Gutter)	100	SF	$32.00	$3,200.00	$293.00	$29,300.00
10	Remove Tree and Root Ball	3	EA	$3,565.00	$10,695.00	$7,967.00	$23,901.00
11	Remove Fence and Gate	25	LF	$50.00	$1,250.00	$259.00	$6,475.00
12	Concrete Valley Gutter	50	LF	$162.00	$8,100.00	$215.00	$10,750.00
13	Remove and Replace Chain Link Fence	25	LF	$116.00	$2,900.00	$346.00	$8,650.00
14	12" Corrugated Metal Pipe	26	LF	$253.00	$6,578.00	$1,004.00	$26,104.00
15	15" Storm Drain Pipe, RCP	215	LF	$146.00	$31,390.00	$376.00	$80,840.00
16	24" Storm Drain Pipe. HDPE	10	LF	$617.00	$6,170.00	$1,846.00	$18,460.00
17	30" Storm Drain Pipe, HDPE	535	LF	$239.00	$127,865.00	$683.00	$365,405.00
18	Storm Drain Inlet	4	EA	$10,106.00	$40,424.00	$14,621.00	$58,484.00
19	Storm Drain Manhole	5	EA	$17,942.00	$89,710.00	$19,247.00	$96,235.00
20	Storm Drain Manhole Type III	1	EA	$24,256.00	$24,256.00	$27,638.00	$27,638.00
21	Connect to Existing Storm Drain	3	EA	$5,252.00	$15,756.00	$5,980.00	$17,940.00
22	Bioretention Area	10,500	SF	$24.00	$252,000.00	$17.00	$178,500.00
23	Impermeable Subsurface Liner	1,200	SY	$20.00	$24,000.00	$30.00	$36,000.00
24	Planting - Shrubs	414	EA	$217.00	$89,838.00	$236.00	$97,704.00
25	Landscaping Maintenance	1	LS	$37,463.00	$37,463.00	$33,056.00	$33,056.00
26	Irrigation System	1	LS	$46,321.00	$46,321.00	$51,609.00	$51,609.00

		BASE BID # 1 STORM DRAIN AND BIORETENTION AREA TOTAL:				**$1,858,821.00**		**$2,128,147.60****
BID # 2: BASE BID AMADOR VALLEY BOULEVARD IMPROVEMENTS					**Suulutaq, Inc.**		**Buhler Commercial**	
27	Mobilization		1	LS	$66,477.00	$66,477.00	$56,557.00	$56,557.00
28	Traffic Control		1	LS	$59,060.00	$59,060.00	$45,673.00	$45,673.00
29	Water Pullution Control Work		1	LS	$4,542.00	$4,542.00	$10,175.00	$10,175.00
30	Clearing, Grubbing, and Tree Protection		5,500	SF	$2.50	$13,750.00	$9.00	$49,500.00
31	Remove Concrete Flatwork		6,000	SF	$3.00	$18,000.00	$5.00	$30,000.00
32	Remove Asphalt Flatwork		1,000	SF	$11.00	$11,000.00	$8.00	$8,000.00
33	Remove Tree and Root Ball		5	EA	$9,867.00	$49,335.00	$1,823.00	$9,115.00
34	Remove Fence and Gate		265	LF	$24.00	$6,360.00	$14.00	$3,710.00
35	Remove Sign		4	EA	$145.00	$580.00	$961.00	$3,844.00
36	Adjusting Appurtenances		6	EA	$1,993.00	$11,958.00	$3,152.00	$18,912.00
37	Concrete Sidewalk		4,010	SF	$17.00	$68,170.00	$15.00	$60,150.00
38	Concrete Driveway		460	SF	$37.00	$17,020.00	$33.00	$15,180.00
39	Concrete Pedestrian Ramp		185	SF	$95.00	$17,575.00	$66.00	$12,210.00
40	Concrete Curb and Gutter		650	LF	$138.00	$89,700.00	$57.00	$37,050.00
41	Hot Mix Asphalt (3-inch)		140	TON	$402.00	$56,280.00	$455.00	$63,700.00
42	Class II AB		240	TON	$136.00	$32,640.00	$180.00	$43,200.00
43	Class II AB Shoulder		40	TON	$240.00	$9,600.00	$427.00	$17,080.00
44	Remove and Replace Chain Link Fence and Gate		45	LF	$29.00	$1,305.00	$355.00	$15,975.00
45	Fence (Two-Rail Wood Fence)		300	LF	$23.00	$6,900.00	$95.00	$28,500.00
46	Removable Bollard		2	EA	$3,214.00	$6,428.00	$8,044.00	$16,088.00
47	Interpretive Sign		1	EA	$6,925.00	$6,925.00	$4,027.00	$4,027.00
48	Remove and Reinstall Trash Receptacle		1	EA	$1,757.00	$1,757.00	$4,312.00	$4,312.00
49	Remove and Install Bench		3	EA	$4,180.00	$12,540.00	$2,782.00	$8,346.00
50	Traffic Loop Detectors-Vehicles		1	LS	$48,174.00	$48,174.00	$59,619.00	$59,619.00
51	Traffic Loop Detectors-Bicycles		1	LS	$4,227.00	$4,227.00	$12,679.00	$12,679.00
52	Pedestrian Push Button		1	EA	$11,522.00	$11,522.00	$15,060.00	$15,060.00
53	White Crosswalk Striping		300	LF	$29.00	$8,700.00	$39.00	$11,700.00
54	Roadside Sign		4	EA	$550.00	$2,200.00	$1,122.00	$4,488.00
		BASE BID # 2 AMADOR VALLEY BOULEVARD IMPROVEMENTS TOTAL:				**$642,725.00**		**$664,850.00**

DETERMINATION OF LOW BID		**Suulutaq, Inc.**	**Buhler Commercial**
BID 1 + BID 2		**$ 2,501,546.00**	$2,792,997.60**

APPARENT LOW BIDDER

ADDITIVE ALTERNATE A				Suulutaq, Inc.		Buhler Commercial	
ITEM	DESCRIPTION	Qty.	UNIT	Unit Cost	Extension	Unit Cost	Extension
55	Pull Boxes	12	EA	$3,648.00	$43,776.00	$4,322.00	$51,864.00
56	Conduits, 6-2" HDPE	820	LF	$203.00	$166,460.00	$232.00	$190,240.00
	TOTAL ADDITIVE ALTERNATES				**$210,236.00**		**$242,104.00**

* Mathematical error "unit cost extension"

** Mathematical error "summation of bid items"

Agenda Item 5.11

STAFF REPORT

CITY COUNCIL

DATE: June 25, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Amendments to the Dublin Municipal Code to Add Chapter 4.50 (Sidewalk Vending) and Amend Section 5.100.090 (Merchandising, Advertising, and Signs – Prohibited Acts) (PLPA-2024-00049)
Prepared by: Gaspare Annibale, Associate Planner & Felicia Escover, Economic Development Manager

EXECUTIVE SUMMARY:

The Sidewalk Vendors Act (Senate Bill 946 or SB 946) decriminalized and limited local regulation of sidewalk vending. The legislation is intended to promote sidewalk vending as a legitimate economic activity and ensure that cities only adopt reasonable regulations related to objective health, safety, and welfare concerns. Staff has prepared an ordinance amending the Dublin Municipal Code to regulate sidewalk vendors in accordance with SB 946. This includes adding Chapter 4.50 (Sidewalk Vending) to Title 4 (Regulation of Businesses) to establish regulations for sidewalk vendors, and amending Section 5.100.090 (Merchandising, advertising and signs—Prohibited acts) to clarify that the City's general restrictions on selling goods and services in City parks do not apply to sidewalk vendors. The City Council will consider waiving the first reading and introducing the ordinance amending the Dublin Municipal Code.

STAFF RECOMMENDATION:

Open the public hearing, deliberate, waive the reading, and INTRODUCE the Ordinance Approving Amendments to the Dublin Municipal Code to add Chapter 4.50 (Sidewalk Vending) to Title 4 (Regulation of Businesses), and Amend Section 5.100.090 (Merchandising, Advertising and Signs—Prohibited Acts).

FINANCIAL IMPACT:

The Master Fee Schedule will be updated, under a separate item, to include a proposed fee for Sidewalk Vending Permits.

DESCRIPTION:

Background

Senate Bill 946 (SB 946) Sidewalk Vendors decriminalized and limited local regulation of sidewalk vending. The legislation expressly preempts any city regulations other than the time, place, and manner in which sidewalk vending can occur, and ensures that cities only adopt reasonable regulations related to objective health, safety, and welfare concerns. The legislation also prohibits any enforcement other than administrative fines, imposes strict caps on those fines, and requires cities to develop an administrative process for vendors in violation to have their fines reduced to reflect their ability to pay.

Under State law, a sidewalk vendor is a person who sells "food or merchandise" from any "non-motorized conveyance" upon "a public sidewalk or other pedestrian path." Sidewalk vendors can be stationary or mobile. Sidewalk vending does not, however, include food trucks or other persons selling their wares from motor vehicles or on private property.

Cities have a range of defensible regulations that can be adopted within the legislation's limits such as requiring a Sidewalk Vending Permit. The legislation permits a range of reasonable regulations, including restrictions on hours of operations, location and zone restrictions, tax registration, and compliance with disability access standards. Cities can also require county health permits for food vendors; however, they cannot regulate on the grounds of public animus or concerns for economic competition. The legislation is intended to promote sidewalk vending as a legitimate economic activity and ensure that cities only adopt reasonable regulations related to objective health, safety, and welfare concerns.

The proposed sidewalk vending ordinance establishes minimum requirements for sidewalk vendors to protect pedestrians and customers as it relates to health, safety, or welfare concerns. In developing the ordinance, Staff looked at sidewalk vending ordinances other Tri-Valley cities have adopted, such as the Pleasanton and Danville, and referenced similar regulations where appropriate.

Staff has also prepared companion amendments to Dublin Municipal Code (DMC) Section 5.100.090 (Merchandising, advertising and signs—Prohibited acts) to clarify these regulations do not apply to sidewalk vendors.

Analysis

Proposed Addition of Dublin Municipal Code Chapter 4.50 (Sidewalk Vending)

The proposed amendments to the DMC would add Chapter 4.50 (Sidewalk Vending) to Title 4 (Regulation of Businesses) to establish objective standards and regulations that directly relate to health, safety, and welfare, which comply with SB 946. The regulations include the following requirements:

- *Permitting*.
    - All sidewalk vendors would be required to apply for and obtain a Sidewalk Vending Permit from Dublin Police Services. To obtain a permit, an Applicant would be

required to provide:

    - Contact information,
    - A detailed description of the food/merchandise to be sold,
    - Area of operation,
    - Anticipated hours of operation,
    - Whether the vendor would be roaming or stationary,
    - Form of state-issued identification card,
    - A valid Mobile Food Facility Permit issued by the County,
    - Proof of a business license,
    - An agreement to indemnify the City,
    - Proof of comprehensive general liability insurance,
    - Confirmation of compliance with the regulations,
    - Livescan and fingerprint information, and
    - Sidewalk Vending Permit fee.

  - All sidewalk vendors would be required to display their city-issued Sidewalk Vending Permit on their non-motorized conveyance when in operation.

- *Operating Requirements.*
  - All sidewalk vendors would be required to comply with the operating requirements of the ordinance including:
    - Maintaining sidewalk accessibility,
    - Preventing distractions related to loud noise and displaying certain visual content, and
    - Maintaining sanitary conditions to protect public health.
  - Any equipment used for sidewalk vending purposes would not be allowed to be left or maintained in public spaces or public rights-of-way from 8:00 p.m. to 9:00 a.m. in commercial areas and 6:00 p.m. to 9:00 a.m. in residential areas.
  - To prevent unintended rolling or slipping, sidewalk vendors would be prohibited from operating non-motorized conveyances on public rights-of-way with slopes greater than five percent.
  - In residential areas, roaming sidewalk vendors can operate between the hours of 9:00 a.m. and 6:00 p.m.
  - Restrictions on physical location are contained in Section 4.20.160 of the ordinance to protect pedestrian and vehicular safety and accommodate public street access including parking, traffic, and emergency road access. These regulations are designed to ensure that sidewalks are not blocked, that access to parking and buildings are not obstructed and that safety concerns on the adjoining roads are not created.
  - Stationary sidewalk vendors are prohibited from operating in areas that are exclusively residential.
  - Stationary sidewalk vendors are prohibited from operating in a City park if the City has entered into an exclusive agreement for the sale of food or merchandise by one

or more concessionaires for that park. If the City has not entered into an agreement, then vending within City parks is allowed only on or alongside sidewalks or other paved or marked pedestrian pathways where sidewalk accessibility is maintained. Vendors must comply with park hours and not approach persons to sell food or merchandise.

Proposed Amendments to Dublin Municipal Code Section 5.100.090

Amendments are proposed to DMC Section 5.100.090 (Merchandising, advertising and signs—Prohibited acts) to ensure compliance with SB 946 and to ensure internal consistency within the DMC. The proposed amendments to this Section clarify that the City's general restrictions on selling goods and services in City parks do not apply to Sidewalk Vendors. Attachment 2 provides the changes in redline format where underlined text is proposed to be added language to be added, and text with a ~~strikethrough~~ is proposed to be deleted.

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 environmental documents be prepared. The City Council will consider finding the proposed ordinance and amendments to the Dublin Municipal Code 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 and are not subject to CEQA review.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

In accordance with State law, a public notice was published in the *East Bay Times* ten days prior to the hearing and posted at several locations throughout the City. The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Approving Amendments to the Dublin Municipal Code to add Chapter 4.50 (Sidewalk Vending) to Title 4 (Regulation of Businesses), and Amend Section 5.100.090 (Merchandising, Advertising and Signs—Prohibited Acts)
2) Dublin Municipal Code – Redlined Pages

ORDINANCE NO. XX – 24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AMENDMENTS TO THE DUBLIN MUNICIPAL CODE TO ADD CHAPTER 4.50 (SIDEWALK VENDING) TO TITLE 4 (REGULATION OF BUSINESSES), AND AMEND SECTION 5.100.090 (MERCHANDISING, ADVERTISING AND SIGNS – PROHIBITED ACTS) (PLPA-2024-00049)

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

A. The City occasionally initiates amendments to the Dublin Municipal Code (DMC) to clarify, add, or amend certain provisions to ensure that the DMC remains current with federal and state law, internally consistent, simple to understand and implement, and relevant to changes occurring in the community.

B. On September 17, 2018, the Governor approved Senate Bill 946 (SB 946), which decriminalized and limited local regulation of sidewalk vending.

C. SB 946 is intended to promote sidewalk vending as a legitimate economic activity and ensure that cities only adopt reasonable time, place, and manner regulations related to objective health, safety, and welfare concerns.

D. SB 946 only applies to sidewalk vending in public rights-of-way; private rights-of-way are still subject to private and local regulations.

E. The City has initiated amendments to the DMC to establish regulations for sidewalk vendors in accordance with the provisions of SB 946. It addresses objective health, safety, and welfare concerns that arise from the use of public right-of-way for vending.

F. The proposed ordinance would add Chapter 4.50 (Sidewalk Vending) to Title 4 (Regulation of Businesses) and would require that all sidewalk vendors comply with the operating requirements of the ordinance in which reasonable time, place, and manner regulations have been established related to objective health, safety, and welfare concerns. The regulations are designed to ensure accessibility standards are maintained; the safety of customers, pedestrians, cyclists, and motorists is prioritized; and the proper health and sanitary conditions are upheld.

G. The proposed ordinance would also amend Section 5.100.090 (Merchandising, advertising and signs—Prohibited acts) to clarify that the City's general restrictions on selling goods and services in City parks do not apply to sidewalk vendors.

H. A Staff Report was submitted to the Dublin City Council recommending approval of the amendments to the DMC.

I. Proper notice of said ordinance was given in all respects as required by law.

J. The City Council did hear and consider all said reports, recommendations, and testimony herein above set forth and used its independent judgment to evaluate the project.

SECTION 2. FINDINGS

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 City Council will consider finding the proposed ordinance and amendments to the Dublin Municipal Code 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 and are not subject to CEQA review.

SECTION 3. ADDITION OF CHAPTER 4.50

Chapter 4.50 is added to Title 4 (Regulation of Businesses) of the Dublin Municipal Code and is to read and be numbered as follows:

Chapter 4.50

SIDEWALK VENDING

Sections:

Article I. General Provisions

4.50.010 Purpose—Authority.
4.50.020 Definitions.
4.50.030 Owner responsibility.
4.50.040 Violations—Penalty.
4.50.050 Ability to pay determination.

Article II. Permit Procedure

4.50.060 Permit—Required.
4.50.070 Application procedure and requirements.
4.50.080 Amendments to permit.
4.50.090 City sidewalk vending permit fee required.
4.50.100 Permit—Issuance or denial.
4.50.110 Permit—Grounds for denial.
4.50.120 Permit—Display requirements.
4.50.130 Revocation or suspension—Reasons.
4.50.135 Notification of revocation.
4.50.140 Appeal procedure.

Article III. Operating Requirements.

4.50.150 Requirements—Sidewalk vending.
4.50.160 Prohibited locations.
4.50.170 Sidewalk vending in parks.

Article I. General Provisions

4.50.010 Purpose - Authority.

The purpose of this Chapter is to establish regulations for sidewalk vendors in accordance with the provisions of SB 946. It aims to address objective health, safety, and welfare concerns that arise from the use of public right-of-way for vending. These concerns include ensuring accessibility standards; prioritizing the safety of pedestrians, cyclists, and motorists; as well as maintaining proper health and sanitary conditions.

4.50.020 Definitions.

Unless the provision or context otherwise requires, the definitions contained herein shall govern the construction of this Chapter.

“Applicant” means any person who applies for a permit as required by this Chapter.

“Certified Farmers’ Market” means a farmers market operating in accordance with California Food and Agricultural Code 47004 et seq. in a location approved by the City of Dublin.

“City Sidewalk Vendor Permit” means a permit issued to a sidewalk vendor by the Permit Administrator in accordance with this Chapter.

"Operator" refers to any individual responsible for the management and operation of a sidewalk vending enterprise.

"Owner" encompasses the following individuals or entities:

The sole proprietor of a sole proprietorship engaged in sidewalk vending.

Any general partner affiliated with a general or limited partnership that holds ownership of the sidewalk vending business.

Any person possessing a ten percent or greater ownership stake in a corporation that possesses the sidewalk vending enterprise.

Any individual who is a member of a limited liability company (LLC) that has ownership rights in the sidewalk vending business.

All proprietors or stakeholders of any other type of business association that possesses ownership rights in the sidewalk vending business.

The principal business proprietor or entity that grants authorization for vendor operations within the business.

“Permit Administrator” means the Chief of Police or his/her designee.

“Permittee” refers to any person operating or maintaining a sidewalk vending business.

“Right-of-Way” refers to all public streets, sidewalks, pedestrian paths, landscape areas, and easements, now and hereafter owned by the City.

“Roaming Sidewalk Vendor” means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

“Sidewalk Vendor” means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one’s person, upon a public sidewalk or other pedestrian path.

“Special Event” means an event sponsored or approved by the City involving the exclusive use of a City street or property including, but not limited to an encroachment permit or special event permit.

“Stationary Sidewalk Vendor” means a sidewalk vendor who vends from a fixed location.

4.50.030 Owner responsibility.

For the purpose of enforcing the requirements of this Chapter, the owner of the sidewalk vending enterprise shall be responsible for the conduct of all employees, independent contractors, or other representatives while such persons are providing services on behalf of the business. The owner of the sidewalk vending enterprise must submit information on his or her operations, including if the sidewalk vendor is an agent of an individual, company, partnership, or corporation and the name and business address of the principal to the Permit Administrator during the permit application process. The Permit Administrator may discipline an owner or operator of the sidewalk vending business for the conduct of all individuals operating on behalf of the business.

4.50.040 Violation - Penalty.

A. Every person vending without a sidewalk vending permit may be subject to an administrative violation punishable by an administrative fine not to exceed:

1. Two hundred fifty dollars ($250) for a first violation.

2. Five hundred dollars ($500) for a second violation within one year of the first violation.

3. One thousand dollars ($1,000) for each additional violation within one year of the first violation.

The Permit Administrator may rescind a permit issued to a sidewalk vendor for the term of that permit upon the fourth violation or subsequent violations.

Upon proof of a valid permit, the administrative fines set forth in Section A shall be reduced to the administrative fines set forth in Section B, respectively.

B. Every person violating the provisions of this Chapter, except as identified in Section 4.50.040.A, is guilty of an administrative violation punishable by an administrative fine not to exceed:

1. One hundred dollars ($100) for a first violation.

2. Two hundred dollars ($200) for a second violation within one year of the first violation.

3. Five hundred dollars ($500) for each additional violation within one year of the first violation.

C. The Permit Administrator may rescind a permit issued to a sidewalk vendor for the term of that permit upon the fourth violation or subsequent violations.

D. Violations of this Chapter are not punishable as infractions or misdemeanors.

E. Failure to pay an administrative fine pursuant to this Chapter is not punishable as an infraction or misdemeanor. Additional financial conditions beyond those authorized in this Chapter shall not be assessed.

4.50.050 Ability-to-pay determination.

Any administrative citation issued under Chapter 4.50 will include instructions regarding the right to request an ability-to-pay determination. If the requestor meets the criteria described in Government Code Section 68632 (a) or (b), the City shall accept, in full satisfaction, twenty percent (20%) of the otherwise applicable fee.

Article II. Permit Procedure

4.50.060 Permit - Required.

A. Only sidewalk vendors with valid sidewalk vending permits issued by the Permit Administrator may vend upon the City's public right-of-way.

B. The sidewalk vendor permit shall be renewed annually.

4.50.070 Application procedure and requirements.

An application for a sidewalk vending permit shall be submitted to the Permit Administrator on forms provided by Dublin Police Services and shall include the permit processing fee established by the City Council as part of the City's Master Fee Schedule. Such forms shall require submission of the following information:

A. The name, address, and telephone number of the business owner and manager and any individuals who will be employed as sidewalk vendors under the permit.

B. A detailed description of the food/merchandise to be sold, a detailed description of the areas in which the sidewalk vendor intends to operate, anticipated hours of operation, and whether the vendor(s) will be roaming or stationary.

C. A copy of a California's driver's license or identification number, an individual taxpayer identification number, social security number, or other state-issued identification card. Such information is not a public record and will remain confidential as required by Government Code Section 51038(c)(4).

D. A copy of a valid California Department of Tax and Fee Administration seller's permit, as required.

E. A copy of a valid mobile food facility permit issued by the Alameda County Department of Environmental Health, as required.

F. Proof of an unexpired business license or proof of current application for business license in the City.

G. An agreement to indemnify the City, its officers and employees, from any liability arising from use of the permit on the public right-of-way.

H. Proof of a policy or policies of comprehensive general liability insurance, in an amount of $1 million, approved by the City, and insuring against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the permittee, with an endorsement naming the City as an additional insured. In addition, the permittee is required to carry workers' compensation and automobile coverage sufficient to meet the requirements of the State of California.

I. Confirmation of compliance with all conditions and requirements of this Chapter.

J. Livescan form and fingerprints of the applicant.

K. Such other identification and information as deemed necessary by the Permit Administrator.

4.50.080 Amendments to permit.

A. When information provided in the application changes, the operator shall file an amendment to the permit within three (3) business days. The amendment form shall be accompanied by the fee established by the City's fee schedule.

B. Amendments cannot be used to change goods or merchandise being vended or owners of a sidewalk vending business; new permit applications are required for such changes.

C. A denial of an application to amend a sidewalk vending permit may be appealed as outlined in Section 4.50.140.

4.50.090 City sidewalk vending permit fee required.

No sidewalk vending permit shall be issued until the appropriate fee has been paid. The fee for a city sidewalk vending permit shall be established by the City Council by resolution.

4.50.100 Permit - Issuance or denial.

The Permit Administrator shall, within thirty (30) days after receipt of an application complying with all the provisions of this Chapter, issue a permit or deliver to the applicant, personally or by mail, written notice of denial of the permit, setting forth the reason or reasons for the denial, in accordance with the provisions of Section 4.50.110.

4.50.110 Permit - Grounds for denial.

The Permit Administrator shall deny the permit if he/she finds:

A. That any information contained in or submitted with the application is not true, contains material misrepresentations, or if relevant or material information is omitted from the application; or

B. That the operation as proposed by the applicant would not comply with any provision of this Chapter or any other ordinance or regulation of the City or any statute or regulation of the State of California; or

C. That, for any other reason, the operation as proposed would be detrimental to health, safety, or welfare; in violation of the requirement to maintain sanitary conditions; or in non-compliance with the federal Americans with Disabilities Act of 1990 and other disability access standards.

4.50.120 Permit - Display requirements.

Every sidewalk vendor must display their City-issued sidewalk vending permit on the street-side portion of their pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance in a readily visible location when operating in the public right-of-way.

4.50.130 Revocation or suspension - Reasons.

A. A sidewalk vending permit issued pursuant to this Chapter may be suspended or revoked by the Permit Administrator for any of the following reasons:

1. The permittee provided false information on their application

2. The permittee has failed to comply with the requirements of this Chapter on four (4) separate days in a twelve (12) month period; or

3. The permittee has conducted their business in a manner which endangers the public health, safety, or welfare.

4.50.135 Notification of revocation.

Revocation of a sidewalk vendor permit shall be served in writing no less than fourteen (14) days before the effective date of the revocation to the address listed on the initial application or to any subsequent address provided to the City by the permittee. Any applicant whose application for a sidewalk vendor permit is denied or whose permit is revoked may appeal such decision to the City Manager or designee pursuant to the provisions of Section 4.50.140.

4.50.140 Appeal procedure.

An applicant or permittee may appeal any action or determination of the Permit Administrator under the provisions of this Chapter to the City Manager pursuant to the provisions of Section 1.04.050.

Article III. Operating Requirements.

4.50.150 Requirements - Sidewalk vending.

A. Operational Requirements. Except as otherwise specifically provided in this Chapter, all of the following operational requirements shall be applicable to all sidewalk vendors located within the City:

1. Ensure sidewalk accessibility by maintaining a 48-inch width unobstructed path, exclusive of the curb.

2. Prevent distractions and promote public welfare by refraining from the following: emitting any loud, unnecessary, and unusual noises consistent with the provisions of Dublin Municipal Code Chapter 5.28; using electrical, flashing, or animated signs; the use of tents, or displaying signage, banners, flags, or balloons that exceed a combined total of four (4) square feet. Any sign shall be attached flush to the sidewalk vending receptacle.

3. Maintain sanitary conditions to protect public health. Sidewalk vendors must have trash, recycling, and compost containers in or on their sidewalk vending receptacle; refrain from emptying trash into public trashcans; and must not leave any location without first picking

up, removing, and properly disposing of all trash or refuse from their operation. Additionally, sidewalk vendors must promptly clean up any food, grease, or other substances related to sidewalk vending activities that are discharged on public property.

B. Physical Facility Requirements. Except as otherwise specifically provided in this Chapter, the following physical facility requirements shall be applicable to all sidewalk vendors located within the City:

1. A sidewalk vending permit does not grant an exclusive right to operate in any specific portion of the public right-of-way.

2. Equipment or objects used for sidewalk vending purposes may not be left or maintained in public spaces or in any portion of the public right-of-way from 8:00 p.m. to 9:00 a.m. in commercial areas and 6:00 p.m. to 9:00 a.m. in residential areas. Any equipment or objects left overnight in public spaces or in any portion of the public right-of-way will be considered discarded and may be seized or disposed of by the City.

3. To prevent unintended rolling or slipping, sidewalk vendors are prohibited from operating pushcarts, pedal-driven carts, wagons, or other non-motorized conveyances on public rights-of-way with slopes greater than five (5) percent.

4. Additional Requirements. In residential areas, roaming sidewalk vendors may operate between the hours of 9:00 a.m. and 6:00 p.m.

4.20.160 Prohibited locations.

A. In order to protect pedestrian and vehicular safety and accommodate public street access including parking, traffic, and emergency road access, sidewalk vending shall be prohibited in the following locations:

1. On any sidewalk where the vendor does not leave at least a 48-inch width of unobstructed sidewalk adjacent to a curb. The 48-inch width cannot include curb dimensions.

2. On any sidewalk where there are no legal parking spaces within two hundred (200) feet, with the exception of parks.

3. Within twenty-five (25) feet of any crosswalk or intersection.

    a. In any area that blocks or obstructs the visibility of traffic signals or regulatory signs.
    b. In any driveway or parking lot access.
    c. Within twenty-five (25) feet of any fire hydrant, fire call box, fire department connection, post indicator valves, or utility cabinets or equipment.
    d. Within fifty (50) feet of any driveway entrance or exit to the City's Public Safety offices or any fire station.
    e. Within fifty (50) feet of any area, structure or facility on which construction is occurring pursuant to a valid building or encroachment permit.
    f. Within ten (10) feet of a litter receptacle, public art installation, or bike rack.
    g. Within fifty (50) feet of a bus turnout, bus bench, or shelter.
    h. Within fifty (50) feet from an outdoor dining area for a restaurant during the operating hours of the restaurant.

i. Within ten (10) feet from the entrance or exit doorway to any building or an automated teller machine.
j. Within five hundred (500) feet of any public or private school grounds prior to 4:00 p.m. on any day when the school is in session.
k. Within five hundred (500) feet of any public or private school grounds during sanctioned events held at the school.
l. Within fifty (50) feet of another sidewalk vendor.
m. On any median strip or landscaped area between the sidewalk and curb.
n. Within two hundred (200) feet of the perimeter of any Certified Farmers' Market or Special Event, during the hours when any such event is permitted. (Pursuant to Gov. Code § 51038(d)(1)).
o. Immediately adjoining a bike lane when there is no other legal parking within two hundred (200) feet.

B. Stationary sidewalk vendors are prohibited from operating in areas that are exclusively residential.

4.50.170 Sidewalk vending in parks.

A. A stationary sidewalk vendor is prohibited from operating in a City park if the City has entered into an exclusive agreement for the sale of food or merchandise by one (1) or more concessionaires for that park.

B. Except as provided in Subsection A above, vending within City parks is allowed only upon or alongside sidewalks or other paved or marked pedestrian pathways. Outside of these aforementioned areas, vending shall not take place on sand, dirt, or parking lots. In addition, vending within City parks shall not be allowed where it would reduce sidewalk access below ADA minimums or within ten (10) feet of a public art installation, public information kiosk, or fountain.

C. In parks, sidewalk vendors shall not approach persons to sell food or merchandise.

D. Sidewalk vendors must comply with park hours.

SECTION 4. AMENDMENT OF SECTION 5.100.090

Section 5.100.090.A (Merchandising, advertising and signs—Prohibited acts) of Title 5 Public Welfare of the Dublin Municipal Code is amended to read as follows:

A. Teach, offer to instruct, sponsor a program or service for a fee, except any regularly licensed concessionaire or independent contractor acting by and under the authority and regulation of the Director;

All other subsections remain unchanged.

SECTION 5. EFFECTIVE DATE

This Ordinance shall take effect thirty (30) days following its final adoption.

SECTION 6. SEVERABILITY

The provisions of this Ordinance are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Ordinance or their applicability to other persons or circumstances.

SECTION 7. POSTING OF ORDINANCE

The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three (3) public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED AND ADOPTED this __ day of _____ 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Chapter 5.100

PARKS AND RECREATION AREAS AND FACILITIES

Section 5.100.090 Merchandising, advertising and signs—Prohibited acts.
Unless expressly authorized by the Director, no person while in any park shall:

A. ~~Sell, vend, peddle, expose, offer for sale,~~ T~~t~~each, offer to instruct, sponsor a program or service for a fee, except any regularly licensed concessionaire or independent contractor acting by and under the authority and regulation of the Director;

B. Announce, advertise or call the public attention in any way to any article or service for sale or hire;

C. Paste, glue, tack or otherwise post any sign, placard, advertisement, or inscription whatever; nor shall any person erect or cause to be erected any sign whatever in any park. (Ord. 35-08 § 1 (part): Ord. 5-93 § 1(I): Ord. 16-88 § 9)

Agenda Item 5.12

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: June 25, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Special Designation of General Fund Reserves for Fiscal Year 2023-24
Prepared by: Jay Baksa, Finance Director

EXECUTIVE SUMMARY:

The City Council will consider special designations of General Fund reserves for Fiscal Year 2023-24.

STAFF RECOMMENDATION:

Adopt the **Resolution** Authorizing a Special Designation of General Fund Committed Reserves for Fiscal Year 2023-24, and confirm changes to General Fund Assigned Reserves.

FINANCIAL IMPACT:

Approval of special designations in the General Fund will not result in any change to total fund balance but would shift resources among reserve categories. The Fiscal Year 2023-24 Unassigned (Cash Flow) Reserve is projected at $58.4 Million after Staff's recommendation of special designations, which is equivalent to over six months of the Fiscal Year 2024-25 General Fund operating budget. This is above the targeted cash flow of two to four months of the operating budget.

DESCRIPTION:

Background

Governmental Accounting Standards Board Statement No. 54 (GASB 54), Fund Balance Reporting and Governmental Type Definitions, requires fund balance to be classified into different categories for governmental funds depending on the extent to which the use of resources is constrained for specific purposes.

Per GASB 54, the five fund balance classifications are:

- Non-Spendable – amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained.

- Restricted – balance with constraints placed of the use of the resources which are either (a) externally imposed by creditors, contributors, or laws and regulations of other agencies, or (b) imposed by law through constitutional provisions or enabling legislation.
- Committed – amounts that can only be used for specific purposes pursuant to formal action of the agency's governing body. These are considered legally restricted and can only be removed or changed by formal action of the governing body. Action to constrain resources should occur prior to the end of the fiscal year, though the exact amount may be determined subsequently.
- Assigned – amounts that are constrained by the governing body's intent to be used for specific purposes but are neither restricted nor committed.

Fiscal Year 203-24 Year-End

Staff is projecting an operating surplus of $19.2 million in Fiscal Year 2023-24, before transfers and other contributions. Taking into account the budgeted transfers out to capital improvement projects that are funded by reserves, contributions to the facilities replacement fund and the advances to Public Facility Fees, and transfers in, the result is an overall decrease to reserves of $44.6 Million.

Table 1: Reserve Balance Summary

FY 2022-23 Reserve Balance	**$249.7 Million**
FY 2023-24 Projected Operating Surplus (revenues less expenditures)	$19.2 Million
Transfers Out (CIP) Assigned/Committed Reserves	($33.9 Million)
Transfers Out (CIP) Unassigned Cash Flow	($17.3 Million)
Contributions to ISF	($2.0 Million)
Advance to Public Facility Fees	($10.7 Million)
Transfers In	$0.1 Million
FY 2023-24 Reserve Balance (Projected)	**$205.1 Million**
Difference	($44.6 Million)

The General Fund Reserves Summary (Attachment 2) provides a listing of reserve balances by category. Many of the reserve changes are due to the spending down of Committed Reserves for budgeted capital improvement projects and the spending down of carry-over reserves from the prior year. It should be noted that the Fiscal Year 2023-24 year-end balances are not final until the City closes its financial books, at which time Staff will bring an update to the reserve designations.

Reserve Designation Recommendations

This Staff Report also transmits a Resolution (Attachment 1) which confirms designations and changes only of Committed Reserves for Fiscal Year 2023-24, as City Council approval of Assigned Reserves is not necessary by resolution. Staff recommends the following reserve designations as of June 30, 2024:

Committed Reserves:

- **Downtown Public Improvement Reserve - Increase $4,000,000**

This is in accordance with the City Council's Strategic objective #1a: Continue support of the Downtown Preferred Vision and Downtown Dublin Specific Plan including improving visual and environmental quality and evaluating specific business uses.

- **Lease Revenue Bond Payment – Increase $1,000,000**

This is in accordance with the City Council's Strategic objective #4c: Make annual contributions to reserves for the early payoff of the energy efficiency bonds.

Assigned Reserves:

Staff underwent a review of the reserve designations to identify reserves that could be shifted to other areas based on updated priorities and identified the following.

- **Fiscally Responsible Adjustment – Decrease $325,000**

Based on a change in budgeting practices, Staff is recommending eliminating this reserve. In lieu of budgeting contingencies in the reserves, Staff now includes, when necessary, contingencies as appropriations in the annual budget.

- **Contribution to ISF – Decrease $1,500,000**

As with the Fiscally Responsible Adjustment Reserve, Staff now allocates contributions to the City's ISF's as a transfer out to the ISF Funds, instead of designating funds in a reserve.

- **Dublin Boulevard Extension Advance – Increase $7,000,000**

The City Council directed Staff to allocate $7 million of Fiscal Year 2023-24 General Fund surplus to fill the funding gap of the Dublin Boulevard Extension. The reserve is a cash flow advance to the Eastern Dublin Traffic Impact Fee program and General Fund will be reimbursed by the fee program as development occurs. With the additional designation, the total set-aside for the Dublin Boulevard Extension will be $49.5 million.

STRATEGIC PLAN INITIATIVE:

Strategy 1: Downtown Dublin and Economic Development
Objective A: Continue support of the Downtown Preferred Vision and the Downtown Dublin Specific Plan including improving visual and environmental quality and evaluating specific business uses.

Strategy 4: Organizational Health
Objective C: Make annual contributions to reserves for the early payoff of the energy efficiency bonds.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Authorizing a Special Designation of General Fund Reserves for Fiscal Year 2023-24
2) Fiscal Year 2023-24 General Fund Reserves Summary

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AUTHORIZING A SPECIAL DESIGNATION OF GENERAL FUND COMMITTED RESERVES FOR FISCAL YEAR 2023-24

WHEREAS, the City's Fund Balance and Reserves Policy requires special fund balance allocations to be adopted by the City Council, and allows the City Council to take action prior to the end of the fiscal year to direct a specific assignment of the fund balance; and

WHEREAS, Staff reviewed updated information regarding fund balance and estimated one-time revenues during the preparation of the Fiscal Year 2024-25 Budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby make a special allocation of the estimated Fiscal Year 2023-24 year-end balance to the Committed fund balance as follows:

- Increase the reserve for Downtown Public Improvement Reserve by $4,000,000
- Increase the reserve for Lease Revenue Bond Payoff by $1,000,000

BE IT FURTHER RESOLVED that, any net resources remaining after special designations, and after meeting the Fund Balance and Reserves Policy requirements, will be left in the Unassigned (Available) Reserve.

PASSED, APPROVED AND ADOPTED this 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

FISCAL YEAR 2023-24 GENERAL FUND RESERVES SUMMARY

RESERVE DESCRIPTION	Actual 2022-23	Increase 2023-24	Decrease 2023-24	Net Change 2023-24	Projected 2023-24
Non-Spendable	$4,859			$0	$4,859
Prepaid Expenses	4,859				4,859
Restricted	$4,324,132			$0	$4,324,132
Cemetery Endowment	60,000				60,000
Developer Contribution - Downtown	1,490,000				1,490,000
Developer Contribution - Heritage Park	19,000				19,000
Developer Contribution - Nature Park	60,000				60,000
Section 115 Trust - Pension	1,945,132				1,945,132
Heritage Park Maintenance	750,000				750,000
Committed	$76,016,420	$5,000,000	($20,345,135)	($15,345,135)	$60,671,285
Advance to Public Facility Fee	10,747,169		(10,747,169)	(10,747,169)	
Downtown Public Improvement	22,139,587	4,000,000	(384,375)	3,615,625	25,755,212
Economic Stability	8,000,000				8,000,000
Emergency Communications	532,113				532,113
Fire Services Pension/OPEB	2,211,094				2,211,094
Innovations and New Opportunity	894,498				894,498
One-Time Initiative - Capital	1,918,620		(1,419,112)	(1,419,112)	499,508
One-Time Initiative - Operating	503,860				503,860
Public Safety Reserve	4,600,000				4,600,000
Specific Committed Reserves					
Contribution to Public Facility Fee	6,000,000				6,000,000
Cultural Arts Center (CIP)	7,139,197		(6,964,197)	(6,964,197)	175,000
Don Biddle Park (CIP)	675,193		(675,193)	(675,193)	
Fallon Sports Park III Contingency	100,000		(100,000)	(100,000)	
Lease Revenue Bond Payoff	7,000,000	1,000,000		1,000,000	8,000,000
Maintenance Facility (CIP)	55,089		(55,089)	(55,089)	
Utility Undergrounding (CIP)	3,500,000				3,500,000
Assigned	$125,043,297	$7,000,000	($36,361,796)	($29,361,796)	$95,681,501
Accrued Leave	1,301,506				1,301,506
Catastrophic Loss	17,714,064				17,714,064
CIP Carryovers	6,535,032		(6,535,032)	(6,535,032)	
Fiscally Responsible Adjustment	325,000		(325,000)	(325,000)	
Municipal Regional Permit	1,869,152		(1,845,428)	(1,845,428)	23,723
Non-Streets CIP Commitments	3,276,777		(464,277)	(464,277)	2,812,500
Operating Carryovers	2,014,571		(2,014,571)	(2,014,571)	
Parks and Streets Contingency	201,270				201,270
Pension and OPEB	18,000,000				18,000,000
Relocate Parks Department	500,000				500,000
Service Continuity	3,150,000				3,150,000
Dublin Blvd Extension Advance	42,500,000	*7,000,000*	(20,000,000)	(13,000,000)	29,500,000
Specific Assigned Reserves					
ARPA Revenue Replacement	990,187				990,187
Climate Action Plan	2,823,760		(498,157)	(498,157)	2,325,603
Contribution to ISF	1,500,000		(1,500,000)	(1,500,000)	
Façade Improvement Grants	429,972				429,972
Library Tenant Improvement	1,000,000		(1,000,000)	(1,000,000)	
Civic Center Improvements (CIP)	3,010,829		(1,728,152)	(1,728,152)	1,282,677
Pavement Management	2,000,000				2,000,000
Public Safety Complex (CIP)	1,022		(1,022)	(1,022)	
Village Parkway Pavement Reconstruction	15,900,156		(450,156)	(450,156)	15,450,000
Unassigned	$44,347,900	$45,959,762	($45,911,176)	$48,586	$44,396,486
Unassigned-Unrealized Gains	(14,061,701)				(14,061,701)
Unassigned (Available)	58,409,602				58,458,188
TOTAL RESERVES	$249,736,608	$57,959,762	($102,618,107)	($44,658,345)	$205,078,263

Agenda Item 5.13

STAFF REPORT

CITY COUNCIL

DATE: June 25, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: General Municipal Election – November 5, 2024
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider requesting the Alameda County Board of Supervisors consolidate the City of Dublin Municipal Election with the Statewide General Election. The City Councilmembers will determine whether the statement of qualifications each candidate is allowed to place in the sample ballot should be a maximum of 200 or 400 words and whether the City or each candidate should pay the costs associated with printing their candidate statement.

STAFF RECOMMENDATION:

Take the following actions: 1) adopt the **Resolution** Calling for a General Municipal Election To Be Held in the City of Dublin on November 5, 2024, Requesting the Alameda County Board of Supervisors Consolidate the City of Dublin General Municipal Election With the Statewide General Election, Authorize Certain Procedural Matters, and Adopting Regulations for Candidates for Elective Office Pertaining to Candidate's Statement and the Costs Thereof; and 2) affirm Resolution No. 85-10 Encouraging Candidates to Use the Code of Fair Campaign Practices.

FINANCIAL IMPACT:

Sufficient funds to pay for the election have been budgeted in the Fiscal Year 2024-25 Election Budget.

DESCRIPTION:

The City Council adopted Ordinance 11-84 to change the date of the City's general municipal elections from the second Tuesday in April of even numbered years to the first Tuesday after the first Monday in November in even numbered years to consolidate election cycles with the statewide general election cycle.

On August 19, 1986, the Alameda County Board of Supervisors approved the City's consolidation

with the statewide general election held in November of each even-numbered year.

The City Council is required to adopt a resolution calling and ordering a general municipal election to be held in the City of Dublin on Tuesday, November 5, 2024. Offices to be voted on are one Mayor, one Councilmember – District 1, and one Councilmember – District 3. The Mayor serves a two-year term, and Councilmembers serve four-year terms.

The first day candidates may take out and file nomination papers will be Monday, July 15, 2024. The last day to file the nomination papers will be Friday, August 9, 2024. If an incumbent, eligible to run, does not file papers, the nomination period for that particular seat will be extended for five calendar days, or until August 14, 2024.

The City Council may determine whether the statement of qualifications which each candidate can place in the sample ballot should be a maximum of 200 or 400 words. Staff recommends that the City Council adhere to past practices and allow a maximum of 200 words. The Alameda County Registrar of Voters also recommends a 200-word maximum in order to maintain uniformity.

The City Council may also determine whether the City or each candidate should pay for the costs associated with typesetting and printing the candidate statements. Based on the last three elections, the average cost to a candidate for publishing his or her statement of qualifications was $564, with 2022 being an outlier of an amount above the $500 deposit. The population-based required translation of candidate statements shall include Spanish, Chinese, Tagalog, and Vietnamese. Therefore, Staff is recommending a deposit of $500 be paid in advance by each candidate to cover publishing costs, based on a 200-word statement, and additional language translation costs. Any difference would either be refunded to the candidate or recovered after the election.

The draft resolution (Attachment 1) calls for the City to decide a tie vote by lot by placing the name of each candidate involved in the tie in an unmarked, sealed envelope, drawing the envelope, and reading the name of the winning candidate. In previous years, the City Council did not define lot in the resolution. Staff recommends the City Council define the form of lot to be used in the case of a tie vote, and after looking at methods by other agencies, Staff recommends the use of unmarked, sealed envelopes.

Staff will issue materials to candidates in electronic format, with a folder of select documents in hard copy, during a scheduled appointment with the City Clerk during the nomination period. The materials will include information such as:

- Date of, timeline for, and offices up for election
- Nomination Form and information regarding circulating the Nomination Form
- Candidate Statement information and estimated cost(s)
- Fair Political Practices Commission (FPPC) Campaign Disclosure Information Forms and Due Dates
- City of Dublin Campaign Contribution Limitations and Forms
- Code of Fair Campaign Practices

- Ballot Designation Worksheet

Staff scheduled a pre-candidate informational meeting on June 13, 2024, for Dublin residents interested in becoming a candidate. The presentation provided the items outlined above, general information about the City, and any issue(s) identified by the City Manager.

As part of the Candidate Binder, potential candidates are provided with a copy of the Code of Fair Campaign Practices. The California State Legislature established the Code of Fair Campaign Practices (Division 20, Chapter 5, Elections Code) to give the voters guidelines in determining fair play and to encourage candidates to discuss issues fairly and openly. State law requires that the Code be given to candidates, but it is optional as to whether a candidate must sign and return as part of his/her nomination papers. In 2010, the City Council adopted Resolution No. 85-10 encouraging candidates to abide by the Code of Fair Campaign practice and is now being asked to affirm the resolution.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Calling for a General Municipal Election To Be Held in the City of Dublin on November 5, 2024, Requesting the Alameda County Board of Supervisors Consolidate the City of Dublin General Municipal Election With the Statewide General Election, Authorize Certain Procedural Matters, and Adopting Regulations for Candidates for Elective Office Pertaining to Candidate's Statement and the Costs Thereof
2) Code of Fair Campaign Practices
3) Resolution No. 85-10 Encouraging Candidates to Use the Code of Fair Campaign Practices

RESOLUTION NO. XX - 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

CALLING FOR A GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF DUBLIN ON NOVEMBER 5, 2024, REQUESTING THE ALAMEDA COUNTY BOARD OF SUPERVISORS CONSOLIDATE THE CITY OF DUBLIN GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION, AUTHORIZE CERTAIN PROCEDURAL MATTERS, AND ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE'S STATEMENT AND THE COSTS THEREOF

WHEREAS, a General Municipal Election to be consolidated with the Statewide General Election is to be held on Tuesday, November 5, 2024, in and for the City of Dublin; and

WHEREAS, certain actions are required in connection with said election; and

WHEREAS, Section 13307 of the Elections Code of the State of California specifies that the local agency for that election shall determine whether a charge shall be levied against the candidate for the Candidate's Statement and whether or not the limitation on words for such statement shall be increased from 200 to 400 words; and

WHEREAS, Section 13307 of the Elections Code of the State of California further provides that a written statement of the regulations with respect to charges for handling, packaging and mailing shall be provided to each candidate or his/her representative at the time the nomination papers are received.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dublin that the General Municipal Election to be held in the City of Dublin on November 5, 2024, is hereby called.

BE IT FURTHER RESOLVED as follows:

1. The Alameda County Board of Supervisors is requested to consolidate the City of Dublin Municipal Election with the Statewide General Election.
2. That within the City the precincts and polling places (vote centers), and their hours of the two elections be the same.
3. The Registrar of Voters of Alameda County is requested to perform services in connection with said election at the request of the City Clerk, including the canvass of returns of the General Municipal Election.
4. The City of Dublin shall pay to the Board of Supervisors of Alameda County its pro-rata share of the expenses for said election as jointly determined by the City of Dublin and the Board of Supervisors of Alameda County in accordance with the provisions of the Elections Code of the State of California.
5. The offices to be voted upon shall be:
   One Mayor
   One Councilmember – District 1
   One Councilmember – District 3
   Terms of office shall be:

Mayor – 2 years
One Councilmember – District 1 – 4 years
One Councilmember – District 3 – 4 years

6. The City Clerk is hereby directed to cause the posting, publication and printing of all notices or other election materials pursuant to the requirements of the Government Code and Elections Code of the State of California.
7. The City Clerk is hereby directed to obtain printing, supplies and services as required.
8. The City Clerk is hereby authorized to provide such other services and supplies in connection with said election as may be required by the statutes of the State of California.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby adopt the following regulations pertaining to the General Municipal Election to be held in the City of Dublin on November 5, 2024:

Section 1. Pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at the General Municipal Election to be held in the City of Dublin on November 5, 2024, may prepare a candidate's statement on an appropriate form provided by the City Clerk. Such statement may include the name, age and occupation of the candidate and a brief description of **no more than 200 words**, of the candidate's education and qualifications, expressed by the candidate. Such statement shall not include the party affiliation of the candidate nor membership or activity in partisan political organizations. Such statement shall be filed in the Office of the City Clerk at the time the candidate's nomination papers are filed. Such statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m., of the next working day after the close of the nomination period.

Section 2. Spanish, Chinese, Tagalog, and Vietnamese Language. In compliance with 1992 amendments to the Federal Voting Rights Act of 1965 (Public Law 54-73, August 6, 1975), as applied to Alameda County, a Spanish, a Chinese, a Tagalog, and a Vietnamese translation of the candidate's statement shall be made available to anyone requesting the translations.

Section 3. Payment. The City Clerk shall estimate the total cost of printing, handling, translating and mailing the candidate's statement filed pursuant to the Elections Code, and **require each candidate** filing a statement to **pay in advance** his/her prorated share as a condition of having his/her statement included in the voter's pamphlet. The City Clerk shall bill each candidate for any cost in excess of the deposit and shall refund any unused portion of any deposit.

Section 4. In accordance with Election Code provisions, a tie vote shall be determined by lot. Candidates who received an equal number of votes would appear before the City Clerk at a time and place designated by the City Clerk. Each candidate’s name would be placed in an unmarked, sealed envelope, and the City Clerk would draw an envelope and read the name of the winning candidate.

Section 5. The City Clerk shall provide each candidate or the candidate's representative with a copy of this Resolution at the time nomination petitions are issued.

PASSED, APPROVED AND ADOPTED this 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

CODE OF FAIR CAMPAIGN PRACTICES

(Division 20, Chapter 5, Elections Code.)

Chapter 5. Fair Campaign Practices

Article 1. General Intent

20400. The Legislature declares that the purpose of this chapter is to encourage every candidate for public office in this state to subscribe to the Code of Fair Campaign Practices.

It is the ultimate intent of the Legislature that every candidate for public office in this state who subscribes to the Code of Fair Campaign Practices will follow the basic principles of decency, honesty, and fair play in order that, after vigorously contested, but fairly conducted campaigns, the citizens of this state may exercise their constitutional right to vote, free from dishonest and unethical practices which tend to prevent the full and free expression of the will of the voters.

The purpose in creating the Code of Fair Campaign Practices is to give voters guidelines in determining fair play and to encourage candidates to discuss issues instead of untruths or distortions.

Article 2. Definitions

20420. As used in this Chapter, "Code" means the Code of Fair Campaign Practices.

Article 3. Code of Fair Campaign Practices (summary)

20440. At the time an individual is issued his or her declaration of candidacy, nomination papers, or any other paper evidencing an intention to be a candidate for public office, the elections official shall give the individual a blank form of the code and a copy of this chapter. The elections official shall inform each candidate for public office that subscription to the code is voluntary.

In the case of a committee making an independent expenditure, as defined in Section 82031 of the Government Code, the Secretary of State shall provide a blank form and a copy of this chapter to the individual filing, in accordance with Title 9 (commencing with Section 81000) of the Government Code, an initial campaign statement on behalf of the committee.

The text of the Code shall read, as follows: **(See "CODE OF FAIR CAMPAIGN PRACTICES" on reverse side)**.

20442. The elections official shall accept, at all times prior to the election, all completed forms that are properly subscribed to by a candidate for public office and shall retain them for public inspection until 30 days after the election.

20443. Every code subscribed to by a candidate for public office pursuant to this chapter is a public record open for public inspection.

20444. In no event shall a candidate for public office be required to subscribe to or endorse the code.

CODE OF FAIR CAMPAIGN PRACTICES

There are basic principles of decency, honesty, and fair play which every candidate for public office in the State of California has a moral obligation to observe and uphold in order that, after vigorously contested but fairly conducted campaigns, our citizens may exercise their constitutional right to a free and untrammeled choice and the will of the people may be fully and clearly expressed on the issues.

THEREFORE:

(1) **I SHALL CONDUCT** my campaign openly and publicly, discussing the issues as I see them, presenting my record and policies with sincerity and frankness, and criticizing without fear or favor the record and policies of my opponents or political parties that merit this criticism.

(2) **I SHALL NOT USE OR PERMIT** the use of character defamation, whispering campaigns, libel, slander, or scurrilous attacks on any candidate or his or her personal or family life.

(3) **I SHALL NOT USE OR PERMIT** any appeal to negative prejudice based on a candidate's actual or perceived race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, sexual orientation, sex, including gender identity, or any other characteristic set forth in Section 12940 of the Government Code, or association with another person who has any of the actual or perceived characteristics set forth in Section 12940 of the Government Code.

(4) **I SHALL NOT USE OR PERMIT** any dishonest or unethical practice that tends to corrupt or undermine our American system of free elections, or that hampers or prevents the full and free expression of the will of the voters including acts intended to hinder or prevent any eligible person from registering to vote, enrolling to vote, or voting.

(5) **I SHALL NOT** coerce election help or campaign contributions for myself or for any other candidate from my employees.

(6) **I SHALL IMMEDIATELY AND PUBLICLY REPUDIATE** support deriving from any individual or group that resorts, on behalf of my candidacy or in opposition to that of my opponent, to the methods and tactics that I condemn. I shall accept responsibility to take firm action against any subordinate who violates any provision of this code or the laws governing elections.

(7) **I SHALL DEFEND AND UPHOLD** the right of every qualified American voter to full and equal participation in the electoral process.

I, the undersigned, candidate for election to public office in the State of California or treasurer or chairperson of a committee making any independent expenditures, hereby voluntarily endorse, subscribe to, and solemnly pledge myself to conduct my campaign in accordance with the above principles and practices.

_____

Signature Date

_____

Printed Name

November 5, 2024

Date of Election

RESOLUTION NO. 85 - 10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

* * * * * * * * * * *

ENCOURAGING CANDIDATES TO USE THE CODE OF FAIR CAMPAIGN PRACTICES

WHEREAS, it is desired by the Dublin City Council that candidates for the office of Dublin City Council ascribe to a code of ethics in conducting their campaigns; and

WHEREAS, existing State law provides a form of such a code (CA Elections Code §20400) and the City's Election Officer (City Clerk) is required to distribute the form of the code to each person at the time he/she is issued papers evidencing an intention to be a candidate for City Council; and

WHEREAS, the existing, State form of a Code of Ethics suggests the principles to which candidates for City Office should ascribe.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUBLIN DOES HEREBY RESOLVE THAT:

1. All persons intending to run for the office of City Council are encouraged to review and execute the Code of Fair Campaign Practices as codified in California Elections Code §20440, as set forth in **Exhibit A** attached hereto.

PASSED, APPROVED AND ADOPTED this 1st day of June, 2010, by the following vote:

AYES: Councilmembers Biddle, Hart, Hildenbrand, Scholz, and Mayor Sbranti

NOES: None

ABSENT: None

ABSTAIN: None

Mayor

ATTEST:

City Clerk

Required to be given to candidate *Optional to be signed and returned* 5027

CODE OF FAIR CAMPAIGN PRACTICES

(Division 20, Chapter 5, Elections Code.)

Chapter 5. Fair Campaign Practices

Article 1. General Intent

20400. The Legislature hereby declares that the purpose of this chapter is to encourage every candidate for public office in this state to subscribe to the Code of Fair Campaign Practices.

It is the ultimate intent of the Legislature that every candidate for public office in this state who subscribes to the Code of Fair Campaign Practices will follow the basic principles of decency, honesty, and fair play in order that, after vigorously contested, but fairly conducted campaigns, the citizens of this state may exercise their constitutional right to vote, free from dishonest and unethical practices which tend to prevent the full and free expression of the will of the voters.

The purpose in creating the Code of Fair Campaign Practices is to give voters guidelines in determining fair play and to encourage candidates to discuss issues instead of untruths or distortions.

Article 2. Definitions

20420. As used in this Chapter, "Code" means the Code of Fair Campaign Practices.

Article 3. Code of Fair Campaign Practices

20440. At the time an individual is issued his or her declaration of candidacy, nomination papers, or any other paper evidencing an intention to be a candidate for public office, the elections official shall give the individual a blank form of the code and a copy of this chapter. The elections official shall inform each candidate for public office that subscription to the code is voluntary.

In the case of a committee making an independent expenditure, as defined in Section 82031 of the Government Code, the Secretary of State shall provide a blank form and a copy of this chapter to the individual filing, in accordance with Title 9 (commencing with § 81000) of the Government Code, an initial campaign statement on behalf of the committee.

The text of the Code shall read, as follows: **(See "CODE OF FAIR CAMPAIGN PRACTICES" on reverse side)**.

20442. The elections official shall accept, at all times prior to the election, all completed forms which are properly subscribed to by a candidate for public office and shall retain them for public inspection until 30 days after the election.

20443. Every code subscribed to by a candidate for public office pursuant to this chapter is a public record open for public inspection.

20444. In no event shall a candidate for public office be required to subscribe to or endorse the code.

Required to be given to candidate *Optional to be signed and returned* 6507

CODE OF FAIR CAMPAIGN PRACTICES

There are basic principles of decency, honesty, and fair play which every candidate for public office in the State of California has a moral obligation to observe and uphold in order that, after vigorously contested but fairly conducted campaigns, our citizens may exercise their constitutional right to a free and untrammeled choice and the will of the people may be fully and clearly expressed on the issues.

THEREFORE:

(1) **I SHALL CONDUCT** my campaign openly and publicly, discussing the issues as I see them, presenting my record and policies with sincerity and frankness, and criticizing without fear or favor the record and policies of my opponents or political parties that merit this criticism.

(2) **I SHALL NOT USE OR PERMIT** the use of character defamation, whispering campaigns, libel, slander, or scurrilous attacks on any candidate or his or her personal or family life.

(3) **I SHALL NOT USE OR PERMIT** any appeal to negative prejudice based on a candidate's actual or perceived race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, sexual orientation, sex, including gender identity, or any other characteristic set forth in Section 12940 of the Government Code, or association with another person who has any of the actual or perceived characteristics set forth in Section 12940 of the Government Code.

(4) **I SHALL NOT USE OR PERMIT** any dishonest or unethical practice that tends to corrupt or undermine our American system of free elections, or that hampers or prevents the full and free expression of the will of the voters including acts intended to hinder or prevent any eligible person from registering to vote, enrolling to vote, or voting.

(5) **I SHALL NOT** coerce election help or campaign contributions for myself or for any other candidate from my employees.

(6) **I SHALL IMMEDIATELY AND PUBLICLY REPUDIATE** support deriving from any individual or group that resorts, on behalf of my candidacy or in opposition to that of my opponent, to the methods and tactics that I condemn. I shall accept responsibility to take firm action against any subordinate who violates any provision of this code or the laws governing elections.

(7) **I SHALL DEFEND AND UPHOLD** the right of every qualified American voter to full and equal participation in the electoral process.

I, the undersigned, candidate for election to public office in the State of California or treasurer or chairperson of a committee making any independent expenditures, hereby voluntarily endorse, subscribe to, and solemnly pledge myself to conduct my campaign in accordance with the above principles and practices.

_____
Signature Date

_____
Printed Name

_____
Date of Election

Agenda Item 5.14

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: June 25, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Payment Issuance Report and Electronic Funds Transfers
Prepared by: Gloria Tai, Senior Finance Technician

EXECUTIVE SUMMARY:

The City Council will receive a listing of payments issued from May 1, 2024 – May 31, 2024, totaling $9,885,560.27.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

Summary of Payments Issued

Report Period	May 1, 2024 – May 31, 2024
Total Number of Payments:	396
Total Amount of Payments:	$9,885,560.27

DESCRIPTION:

The Payment Issuance Report (Attachment 1) provides a listing of all payments for the period beginning May 1, 2024, through May 31, 2024. This report is provided in accordance with the policy adopted November 15, 2011, in Resolution No.189-11. The listing of payments has been reviewed in accordance with the policies for processing payments and expenditures.

The City's practice of reporting payments to the City Council after the payments have been made is in compliance with California Government Code Sections 37208 (b) and (c), which allow for an agency to make payments without first being audited by the legislative body, as long as such

payments are: 1) conforming to a budget approved by ordinance or resolution of the legislative body; and 2) presented to the legislative body for ratification and approval in the form of an audited comprehensive annual financial report.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Payment Issuance Report for May 2024.

Payments Dated 5/1/2024 through 5/31/2024

Date Issued	Payee	Description	Amount
5/1/2024	UNUM LIFE INS CO OF AMERICA	LIFE AND AD&D PREMIUM - APR 2024	12,066.26
		Payments Issued 5/1/2024 Total:	**12,066.26**
5/3/2024	DELTA DENTAL OF CALIFORNIA	DELTA DENTAL PREMIUM - APR 2024	13,852.75
5/3/2024	VISION SERVICE PLAN - (CA)	VISION INSURANCE PREMIUM - APR 2024	2,186.78
		Payments Issued 5/3/2024 Total:	**16,039.53**
5/7/2024	A4 PROMOTIONS & INCENTIVES	2024 ST. PATRICK'S DAY CELEBRATION PRINTING	392.40
5/7/2024	A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS	62.92
5/7/2024	A4 PROMOTIONS & INCENTIVES	BANNER FOR STATE OF THE CITY	268.11
5/7/2024	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACCOUNTS RECE	FIRE SERVICES FY23-24 MAY 2024	1,407,171.42
5/7/2024	AMOSPRO ENTERPRISES, LLC	STATE OF THE CITY PRODUCTION	4,475.00
5/7/2024	AT&T	INTERNET/CABLE SVC WAVE, SR, PSC	2,089.12
5/7/2024	AT&T	600M INTERNET CIVIC CENTER FIBER SERVICES	1,802.67
5/7/2024	AT&T	CVC AT&T IPFLEX VOIP LINE	629.49
5/7/2024	AT&T - CALNET 3	SERVICE TO WAVE 04/12/2024	111.81
5/7/2024	AT&T - CALNET 3	SERVICE TO 800 04/12/2024	0.01
5/7/2024	AT&T - CALNET 3	SERVICE TO SR ALARM 04/12/2024	198.56
5/7/2024	AT&T - CALNET 3	SERVICE TO CIVIC 04/12/2024	111.70
5/7/2024	AT&T - CALNET 3	SERVICE TO LIBRARY 911 04/14/2024	29.11
5/7/2024	AT&T - CALNET 3	SERVICE TO CY 04/14/2024	56.67
5/7/2024	AT&T - CALNET 3	SERVICE TO CY FAX 04/14/2024	29.11
5/7/2024	AT&T - CALNET 3	SERVICE TO PSC FIRE ALARM 04/14/2024	56.67
5/7/2024	AT&T - CALNET 3	SERVICE TO FSP FAX 04/14/2024	56.67
5/7/2024	AT&T - CALNET 3	SERVICE TO FS18 04/14/2024	84.22
5/7/2024	AT&T - CALNET 3	SERVICE TO CY 04/14/2024	234.11
5/7/2024	AT&T - CALNET 3	SERVICE TO BLDG INSP 04/14/2024	29.14
5/7/2024	AT&T - CALNET 3	SERVICE TO ELEVATOR 04/14/2024	111.77
5/7/2024	AT&T - CALNET 3	ASE CIRCUITS TO 03/31/2024	2,337.42
5/7/2024	AT&T - CALNET 3	HERITAGE CENTER BACKUP 04/06/2024	62.22
5/7/2024	AT&T - CALNET 3	HERITAGE 9391018979 04/14/2024	29.11
5/7/2024	AT&T - CALNET 3	SHANNON CENTER ALARM 9391063350 04/12/2024	29.12
5/7/2024	BARCODES INC	E-CITATION PRINTERS	10,383.61
5/7/2024	BAY ALARM COMPANY	ALARM SERVICES SERVICE CALL - FS17 MAR 2024	3,030.00
5/7/2024	BAY AREA AIR QUALITY MGMT DIST	CIVIC ANNUAL PERMIT RENEWAL INVOICE	1,292.00
5/7/2024	BIG O'TIRES #7	POLICE VEHICLE REPAIRS & MAINTENANCE	115.68
5/7/2024	BLAISDELL'S BUSINESS PRODUCTS	OFFICE SUPPLIES APR 2024	1,114.54
5/7/2024	BSK ASSOCIATES INC.	GEOTECHNICAL PEER REVIEW FEB 2024	1,315.00
5/7/2024	BSK ASSOCIATES INC.	GEOTECHNICAL PEER REVIEW MAR 2024	1,380.75
5/7/2024	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR	1,820.00
5/7/2024	CARBONIC SERVICE	THE WAVE POOL CHEMICALS	320.27
5/7/2024	CASTRO VALLEY PERFORMING ARTS	REC CLASS INSTRUCTOR	1,008.00
5/7/2024	CDW GOVERNMENT INC	LAPTOP BATTERY REPLACEMENT	124.31
5/7/2024	CDW GOVERNMENT INC	DPS VIEWING STATION FOR SITUATIONAL CAMERAS	1,958.10
5/7/2024	CHANDLER ASSET MANAGEMENT	INVESTMENT CONSULTING SERVICES JAN 2024	13,982.24
5/7/2024	CHRISTINE PETIT	REC CLASS INSTRUCTOR	475.20
5/7/2024	CINTAS CORPORATION NO.2	FIRST AID RESTOCK	108.67
5/7/2024	COMCAST	BUSINESS CABLE 3/18-4/17/2024	99.16
5/7/2024	COMCAST	CIVIC CENTER COMCAST 500M INTERNET 03/31/2024	2,300.00
5/7/2024	CONSOR NORTH AMERICA, INC.	ENGINEERING SERVICES - PLAN REVIEW DEC 2023	3,320.50
5/7/2024	CONSOR NORTH AMERICA, INC.	ENGINEERING SERVICES - PLAN REVIEW FEB 2024	3,861.50
5/7/2024	CONSOR NORTH AMERICA, INC.	ENGINEERING SERVICES - PLAN REVIEW MAR 2024	6,963.00
5/7/2024	CONVERGEONE, INC.	E911 - PROFESSIONAL SERVICES GENERAL	10,353.50
5/7/2024	CORODATA SHREDDING, INC.	SHRED BIN PICKUP FEB 2024	86.58
5/7/2024	CORODATA SHREDDING, INC.	SHRED BIN PICKUP MAR 2024	43.29
5/7/2024	DANIEL S COLLEY	PCS COMMISSION 04/15/24	50.00
5/7/2024	DEPARTMENT OF JUSTICE ACCTNG OFFICE-CASHIERING UNI	LIVESCAN FEES - FEB 2024	863.00
5/7/2024	DEPARTMENT OF JUSTICE ACCTNG OFFICE-CASHIERING UNI	LIVESCAN FEES - MAR 2024	608.00
5/7/2024	DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE APR 2024	516.00
5/7/2024	DUBLIN CHEVROLET	2024 CHEVY MALIBU REPLACING D45 -DPS	28,460.24
5/7/2024	DUBLIN CHEVROLET	2023 CHEVROLET BOLT EUV -CODE ENFORCEMENT OFFICER	33,610.19
5/7/2024	DUTCHOVER & ASSOCIATES	ENGINEERING SERVICES - PLAN REVIEW FEB 2024	172.50
5/7/2024	EAST BAY POOL SERVICE, INC.	ROUTINE POOL MAINTENANCE AT THE WAVE	8,844.00
5/7/2024	ENTERPRISE RENT A CAR EAN SERVICES, LLC	RENTAL CARS FOR DPS SIU	2,362.86
5/7/2024	ESHA SUNIL SHENOY	PCS COMMISSION 04/15/24	50.00
5/7/2024	EUROPEAN MOBILE WERKS	POLICE VEHICLE REPAIRS & MAINTENANCE	269.67
5/7/2024	GANNETT FLEMING, INC.	2023 SLURRY SEAL JAN 2024	732.66
5/7/2024	GANNETT FLEMING, INC.	CM/PM SERVICES FOR WALLIS RANCH PARK FEB 2024	11,572.88
5/7/2024	GANNETT FLEMING, INC.	CM/PM SERVICES FOR WALLIS RANCH PARK MAR 2024	15,518.18
5/7/2024	GANNETT FLEMING, INC.	IRON HORSE NATURE PARK AND OPEN SPACE PHASE 1	15,882.71
5/7/2024	GLADWELL GOVERNMENTAL SVCS INC	RECORDS MANAGEMENT ASSISTANCE	1,000.00
5/7/2024	GOLDEN STATE FLEET SVCS INC	DPS TOWING SERVICE	125.00
5/7/2024	GUIDA SURVEYING INC.	ENGINEERING SERVICES - PLAN REVIEW FEB 2024	1,681.29
5/7/2024	ICMA	ICMA ANNUAL MEMBERSHIP RENEWAL	200.00

5/7/2024	INNOVATION FOR GREEN ADVANCED	I-GATE ANNUAL MUNICIPAL PARTNERSHIP 2024	25,000.00
5/7/2024	IPERMIT	PERMIT REFUND #BLDG24-03171 CXLD PERMIT	211.60
5/7/2024	JOHNSON CONTROLS SECURITY SOLUTIONS, LLC.	ALARM SERVICES PSC MAR 2024	1,197.91
5/7/2024	JOHNSON CONTROLS SECURITY SOLUTIONS, LLC.	ALARM SERVICES PSC SERVICE CALL FEB 2024	968.82
5/7/2024	JOLT SOFTWARE, INC.	JOLT LEGACY PLATFORM TERMED 2025	1,294.79
5/7/2024	JOSEPH THOMAS WASHINGTON II	PCS COMMISSION 04/15/24	50.00
5/7/2024	KIMLEY-HORN AND ASSOC. INC.	SAFE ROUTES TO SCHOOL JAN 2024	28,736.14
5/7/2024	L.N. CURTIS AND SONS	DPS UNIFORM ITEMS	728.04
5/7/2024	LPA, INC.	LIBRARY CONCEPT DESIGN MAR 2024	5,463.32
5/7/2024	MARIAM NOORZAD	HUMAN SERVICES COMMISSION 3/28/24	50.00
5/7/2024	MARK THOMAS & COMPANY, INC.	IRON HORSE TRAIL CROSSING DESIGN SVCS MAR 2024	268.26
5/7/2024	MARSHA MOORE	REIMBURSEMENT - CCAC ANNUAL CONFERENCE	171.45
5/7/2024	MATTHEW T GILLER	PCS COMMISSION 04/15/24	50.00
5/7/2024	MAUSAMI RAVANI	BUSINESS LICENSE FEE REFUND	93.00
5/7/2024	MELISSA HERNANDEZ	MILEAGE REIMBURSEMENT - LEAGUE LEADERS CONFERENCE	24.76
5/7/2024	MEYERS NAVE	FOR PROFESSIONAL SERVICES RENDERED THROUGH FEB 2024	41,360.28
5/7/2024	MEYERS NAVE	FALLON VILLAGE GHAD PROFESSIONAL SERVICES FEB 2024	466.50
5/7/2024	MEYERS NAVE	SCHAEFER RANCH GHAD PROFESSIONAL SERVICES JAN 2024	975.00
5/7/2024	MICHELLE SUNG	MILEAGE & PARKING REIMBURSEMENT APR 2024	54.04
5/7/2024	MINUTEMAN PRESS	POSTERS AND PROGRAMS FOR STATE OF THE CITY	479.88
5/7/2024	NAMRATA BERRY	REC CLASS INSTRUCTOR	270.00
5/7/2024	NICOLE WANZENRIED	MILEAGE REIMBURSEMENT - APR 2024	53.80
5/7/2024	PAKPOUR CONSULTING GROUP, INC.	ENGINEERING SERVICES - PLAN REVIEW FEB 2024	14,590.00
5/7/2024	PG&E	SERVICE TO VARIOUS 1997-1 04/11/2024	43.70
5/7/2024	PG&E	6196 HORIZON PKWY M DON BIDDLE 04/16/2024	935.52
5/7/2024	PG&E	LS2-A EAST DUBLIN 04/16/2024	21,618.74
5/7/2024	PG&E	B6 SERVICE TO FSP 04/07/2024	7,849.51
5/7/2024	PG&E	B10S SERVICE TO EGP 04/11/2024	4,008.66
5/7/2024	PG&E	VAR PARK IRRIGATION 04/08/2024	3,359.16
5/7/2024	PG&E	B6 SERVICE TO BRAY CMMNN 04/11/2024	59.19
5/7/2024	PG&E	B1 ART LIGHT 7401 DUBLIN BLVD 04/01/2024	228.59
5/7/2024	PG&E	B1 SERVICE TO VARIOUS IRRIG 03/12/2024	43.24
5/7/2024	PG&E	SERVICE TO PSC 04/15/2024	3,065.87
5/7/2024	PG&E	A6 SERVICE TO FS17 04/07/2024	1,001.27
5/7/2024	PG&E	TC1 SERVICE TO DB 04/05/2024	3.07
5/7/2024	PG&E	TC1 SERVICE TO TASSAJARA 04/10/2024	135.43
5/7/2024	PG&E	SERVICE TO VARIOUS TC 03/13/224	11,456.59
5/7/2024	PG&E	TC1 SERVICE TO FALLON 04/12/2024	147.49
5/7/2024	PG&E	TC1 SERVICE TO 3544 DB 04/12/2024	137.99
5/7/2024	PG&E	B1 SERVICE TO VARIOUS 1997-1 04/11/2024	23.59
5/7/2024	PG&E	LS2-A SERVICE TO 04/08/2024	1,106.13
5/7/2024	PG&E	LS2-A SERVICE TO ARN & MART 04/16/24	103.87
5/7/2024	PG&E	LS2-A SERVICE TO CENTRAL 04/16/2024	4.87
5/7/2024	PG&E	SERVICE TO SR CTR 04/11/2024	1,320.68
5/7/2024	PG&E	SERVICE TO WAVE 04/07/2024	41,044.53
5/7/2024	PG&E	LS2-A SERVICE TO AVELLINA 04/12/2024	185.04
5/7/2024	PG&E	SERVICE TO PSC 04/15/2024	4,901.04
5/7/2024	PG&E	A6 SERVICE TO FS18 04/11/2024	802.06
5/7/2024	PG&E	B6 SERVICE TO LIBRARY 03/31/2024	3,982.84
5/7/2024	PLAN JPA	GENERAL LIABILITY CLAIMS - FEB 2024	18,876.05
5/7/2024	PLAN JPA	GENERAL LIABILITY CLAIMS - MAR 2024	180.08
5/7/2024	PLEASANTON EVENT RENTALS INC	LINEN CLEANING FOR PCS RENTALS PROGRAM	1,531.25
5/7/2024	PRISCILLA A BARTON	REC CLASS INSTRUCTOR	42.00
5/7/2024	RACHEAL MATHENY	PCS COMMISSION 04/15/24	50.00
5/7/2024	REDWOOD TOXICOLOGY LAB. INC.	DPS - TOXICOLOGY SERVICES	223.94
5/7/2024	RENNE PUBLIC LAW GROUP, LLP	CITY COUNCIL STRATEGIC PLANNING	4,378.77
5/7/2024	RICHARD THORNBURY	PCS COMMISSION 04/15/24	50.00
5/7/2024	RON HSI TRI-VALLEY AIKIDO	REC CLASS INSTRUCTOR	144.00
5/7/2024	RRM DESIGN GROUP, A CA CORP	ENGINEERING SERVICES - PLAN REVIEW MAY 2023	1,635.00
5/7/2024	RRM DESIGN GROUP, A CA CORP	ENGINEERING SERVICES - PLAN REVIEW JAN 2024	2,683.00
5/7/2024	SELECT IMAGING	2024 BIKE TO MARKET BANNER APR 2024	54.77
5/7/2024	SHALINI REDDY	MILEAGE REIMBURSEMENT - APR 2024	36.98
5/7/2024	SILVERADO VALLEY ELECTRIC	ELECTRICAL FOR PUBLIC ART AT HERITAGE	8,072.45
5/7/2024	STANFORD HEALTH -VALLEYCARE OCCUPATIONAL HEALTH	MEDICAL TEST FEES	925.00
5/7/2024	STONERIDGE CHRYSLER JEEP DODGE	POLICE VEHICLE REPAIRS & MAINTENANCE	1,584.94
5/7/2024	SWINERTON MANAGEMENT AND CONSULTING	PLAN/CONSTR REVIEW CULTURAL ARTS CENTER MAR 2024	62,050.00
5/7/2024	SYED SAMEER SHABIR HAKIM	PCS COMMISSION 04/15/24	50.00
5/7/2024	TESLA ENERGY	PERMIT REFUND #BLDG23-02136 CXLD PERMIT	300.40
5/7/2024	TESLA ENERGY	PERMIT REFUND #BLDG23-02134 CXLD PERMIT	190.00
5/7/2024	TESLA ENERGY	PERMIT REFUND #BLDG22-01634 EXP. PROJECT	107.80
5/7/2024	THE CONSTRUCTION ZONE, LLC	RETIREMENT STREET SIGN	54.88
5/7/2024	THE SOURCING GROUP, LLC	DEPARTMENT APPAREL - UNIFORMS 23/24 - WAVE	2,677.75
5/7/2024	TREASURER ALAMEDA COUNTY	PARKING CITATIONS COLLECTED	1,151.00
5/7/2024	TREASURER ALAMEDA COUNTY GENERAL SERVICES AGENCY	FUEL MAR 2024	18,298.41
5/7/2024	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES FEB 2024	22,884.36
5/7/2024	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES MAR 2024	22,884.36

5/7/2024	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES EXTRA SERVICES FEB 2024	6,686.26
5/7/2024	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES EXTRA SERVICES MAR 2024	7,667.52
5/7/2024	TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES FEB 2024	5,473.71
5/7/2024	TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES MAR 2024	4,885.61
5/7/2024	TRI-VALLEY TRANSPORT. COUNCIL	TRI-VALLEY TRANSPORTATION FEES JAN-MAR 2024	62,547.00
5/7/2024	U.S. BANK CORPORATE PMT SYSTEM	PURCHASE CARD STATEMENT APR 2024	43,805.00
5/7/2024	UNITED SITE SERVICES OF CA INC	SEPTIC TANK SERVICES MAY 2024	726.38
5/7/2024	WEE HOOP, INC.	REC CLASS INSTRUCTOR	3,672.00
5/7/2024	WHENTOWORK, INC.	ONLINE SCHEDULING AT WHENTOWORK 12 MONTHS	3,730.00
5/7/2024	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA COMPLIANCE FOR DAC MAR 2024	1,176.38
5/7/2024	W-TRANS	TRAFFIC ENGINEERING SERVICES - STAFF AUG. MAR 2024	7,465.00
		Payments Issued 5/7/2024 Total:	**2,157,511.94**
5/8/2024	CITY OF PLEASANTON	TVBID FEES COLLECTED FOR JAN - MAR 2024	104,865.40
		Payments Issued 5/8/2024 Total:	**104,865.40**
5/10/2024	CAL PERS	PERS RETIREMENT PLAN: PE 5/3/24	99,431.27
5/10/2024	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 5/3/24	75,378.94
5/10/2024	PROJECT DEVELOPMENT & FINANCE SOLUTIONS, LLC	CFD CONSULTING - DUBLIN CROSSING	44,000.00
5/10/2024	REDWOOD PUBLIC LAW, LLP	FOR PROFESSIONAL SERVICES RENDERED THROUGH MAR 2024	32,185.08
		Payments Issued 5/10/2024 Total:	**250,995.29**
5/13/2024	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 5/3/24	23,102.36
		Payments Issued 5/13/2024 Total:	**23,102.36**
5/14/2024	4LEAF INC.	FLOCK CAMERA INSTALLATION	1,880.00
5/14/2024	ADVANCED INTEGRATED PEST MANAGEMENT	PEST MANAGEMENT APR 2024	4,228.80
5/14/2024	ALAMEDA CO SHERIFF'S OFFICE	FIELD TRAINING PROGRAM GUIDE PRINTS	141.15
5/14/2024	ALAMEDA CO SHERIFF'S OFFICE	FI CARDS	25.72
5/14/2024	ALAMEDA CO SHERIFF'S OFFICE	PRINTS	13.92
5/14/2024	ALAMEDA CO SHERIFF'S OFFICE	EVIDENCE ENVELOPES	267.09
5/14/2024	ALAMEDA CO SHERIFF'S OFFICE	VARIETY OF PRINTS	144.19
5/14/2024	ALAMEDA CO SHERIFF'S OFFICE	BROCHURES AND STICKERS	148.83
5/14/2024	ALAMEDA CO SHERIFF'S OFFICE	LEAVE CARDS AND OVERTIME CARDS	16.37
5/14/2024	ALAMEDA COUNTY WASTE MGMT AUTH	FUNDS FOR DUBLIN CARBON FARMING RESEARCH PROJECT	32,080.00
5/14/2024	ALAMEDA HEALTH SYSTEM	POLICE INVESTIGATIVE MEDICAL EXAMS	1,274.00
5/14/2024	ALLISON KELLY PASCHAL-HUNTER	HERITAGE AND CULTURAL ARTS COMMISSION 05/09/24	50.00
5/14/2024	AMY'S ENGRAVED SIGNS & AWARDS	NAMEPLATES FOR PW & CMO	317.35
5/14/2024	AT&T - CALNET 3	SERVICE TO FS2-3 04/26/2024	340.70
5/14/2024	AT&T - CALNET 3	SERVICE TO SHANNON FAX 04/27/2024	29.02
5/14/2024	AT&T - CALNET 3	SERVICE TO FS16 04/27/2024	56.49
5/14/2024	AT&T - CALNET 3	SERVICE TO CIVIC 04/27/2024	29.02
5/14/2024	AT&T - CALNET 3	CLARK AVE 4/27/2024	29.02
5/14/2024	AT&T - CALNET 3	ASE CIRCUITS TO 04/30/2024	2,337.42
5/14/2024	BIG O'TIRES #7	POLICE VEHICLE REPAIRS & MAINTENANCE	337.67
5/14/2024	BOHANNAN CONCRETE INC.	HERITAGE ART CONCRETE WORK	1,200.00
5/14/2024	BRIDGE WIRELESS	WATERPARK OPERATING SPPLIES	4,963.96
5/14/2024	BRINKS, INC.	ARMORED CAR SERVICE MAY 2023	316.31
5/14/2024	CALEHS ATTN: JOE MOULTON	INSPECTION CIVIC CENTER GENERATOR APR 2024	300.00
5/14/2024	CARBONIC SERVICE	THE WAVE POOL CHEMICALS	286.97
5/14/2024	CASCADIA CONSULTING GROUP, INC	SB 1383 IMPLEMENTATION ASSISTANCE JAN 2024	16,196.25
5/14/2024	CASCADIA CONSULTING GROUP, INC	SB 1383 IMPLEMENTATION ASSISTANCE FEB 2024	11,012.50
5/14/2024	CDW GOVERNMENT INC	ZOOM VIDEO SOFTWARE LICENSING	18,000.00
5/14/2024	CDW GOVERNMENT INC	DUBLIN WAVE VERKADA BADGING SYSTEM	26,812.94
5/14/2024	CDW GOVERNMENT INC	PRINTER UNIT & TONER CARTRIDGE	133.68
5/14/2024	CDW GOVERNMENT INC	CONFERENCE ROOMS UPGRADES (FIN CNF) POWERSTRIP	71.02
5/14/2024	CDW GOVERNMENT INC	CONFERENCE ROOMS UPGRADES WALL MOUNT	314.97
5/14/2024	CDW GOVERNMENT INC	CONFERENCE ROOMS UPGRADES CLICKSHARE BASE	2,212.32
5/14/2024	CHANDLER ASSET MANAGEMENT	INVESTMENT CONSULTING SERVICES APR 2024	13,947.22
5/14/2024	CHRISTINE PETIT	REC CLASS INSTRUCTOR	422.40
5/14/2024	CITY OF LIVERMORE	ER TVH SHELTER PROJECT (HUMAN SVCS CAPITAL PROJ)	6,311.23
5/14/2024	CIVICA LAW GROUP APC	SPECIAL COUNSEL LEGAL SERVICES APR 2024	13,871.28
5/14/2024	CIVICWELL	CIVICSPARK FELLOW MAR 2024	7,750.00
5/14/2024	CODE PUBLISHING, LLC	MUNI CODE UPDATES	117.50
5/14/2024	COMCAST	COUNCIL AV RM BUSINESS CABLE 4/18-5/17/2024	99.16
5/14/2024	COMMUNITY CLIMATE SOLUTIONS	CAP ENGAGEMENT PLATFORM APR 2024	8,500.00
5/14/2024	CONSOLIDATED ENGINEERING	DAC SPECIAL INSPECT & TESTING MAR 2024	406.08
5/14/2024	CONSOR NORTH AMERICA, INC.	BRIDGE & STRUCTURE INSPECTION TRAINING MAR 2024	854.00
5/14/2024	DIPIETRO & ASSOC. INC	AED ELECTRODES, GLOVES,MASK. SCISSORS, WIPES	253.81
5/14/2024	DSRSD	DSRSD PERMIT FEE FOR DAC SS INSPECTION	333.00
5/14/2024	ENGEO INC	FALLON CROSSING GHAD PROFESSIONAL SERVICES MAR 2024	17,884.32
5/14/2024	ENGEO INC	FALLON VILLAGE GHAD PROFESSIONAL SERVICES MAR 2024	9,821.74
5/14/2024	ENGEO INC	SCHAEFER RANCH GHAD PROFESSIONAL SERVICES MAR 2024	3,285.22
5/14/2024	EVERYTHING GROWS INTERIOR LANDSCAPING	INTERIOR PLANT CARE & MAINT. - MAY 2024	219.07
5/14/2024	GABRIELLE ABDON	BPELSG PE LICENSE RENEWAL FEE MAY 2024	180.00
5/14/2024	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 5/3/24	3,861.36

5/14/2024	HF&H CONSULTANTS, LLC	SOLID WASTE FRANCHISE AGREEMENT AMENDMENT MAR 2024	27,666.84
5/14/2024	I C M A 401 PLAN	DEFERRED COMP 401A: PE 5/3/24	1,287.23
5/14/2024	I C M A 457 PLAN	DEFERRED COMP 457: PE 5/3/24	41,925.60
5/14/2024	IRON MOUNTAIN	POLICE RECORDS STORAGE	372.67
5/14/2024	IVAN SAN PEDRO	MILEAGE REIMBURSEMENT - APR 2024	39.53
5/14/2024	LANLOGIC INC.	RUCKUS RENEWAL WAVE/PSC	2,774.35
5/14/2024	LANLOGIC INC.	24/7 WAN INTERFACE MONITORING	637.50
5/14/2024	LANLOGIC INC.	INFORMATION SYSTEMS CONSULTING-CIZEK	4,582.50
5/14/2024	LANLOGIC INC.	SINGLE MODE FIBER INSTALLATION	6,342.18
5/14/2024	LEE & ASSOCIATES RESCUE EQUIP	WAVE - ROPE ACCESS TRAINING AND EQUIPMENT INSPECTION	10,800.00
5/14/2024	LEHR AUTO	POLICE VEHICLE REPAIRS & MAINTENANCE	1,031.45
5/14/2024	LEHR AUTO	EMERGENCY EQUIPMENT & INSTALLATION FOR D21	25,108.55
5/14/2024	LINDA SMITH	REIMBURSEMENT - SUPPLIES FOR BRAY MEETING	310.61
5/14/2024	LINDA SMITH	REIMBURSEMENT - PARKING FOR MTG W/ DISTRICT ADMINISTRATION	12.00
5/14/2024	LIVERMORE VALLEY WINEGROWERS	MARKETING SPONSORSHIP FY 24-25	7,500.00
5/14/2024	LIVERMORE-PLEASANTON UMPIRES ASSOCIATION	ADULT SOFTBALL UMPIRE SERVICE	980.00
5/14/2024	MATRIX CONSULTING GROUP, LTD	USER FEE STUDY CONSULTING FEE	43,350.00
5/14/2024	MELISSA HERNANDEZ	REIMBURSEMENT - STATE OF THE CITY SUPPLIES	441.04
5/14/2024	MEYERS NAVE	FALLON VILLAGE GHAD PROFESSIONAL SERVICES MAR 2024	4,994.50
5/14/2024	NETPLAY USA LLC	DON BIDDLE DURABLE TEST HAMMOCK - MAY 2024	3,024.00
5/14/2024	NICHOLS CONSULTING ENGINEERS, CHTD	MULTI-YEAR PAVING WORK PLAN PHASE 1 MAR 2024	646.25
5/14/2024	OFFICE RELIEF	HR ERGO EQUIPMENT	2,939.45
5/14/2024	PACIFIC POWER & SYSTEM, INC.	PSC JOHNSON CONTROLS F. ALARM SERV CALL APR 2024	1,280.00
5/14/2024	PAKPOUR CONSULTING GROUP, INC.	EDTIF - PHASE 2 MAR 2024	1,710.00
5/14/2024	PLEASANTON EVENT RENTALS INC	LINENS CLEANING FOR PCS RENTALS PROGRAM	377.10
5/14/2024	PLEASANTON EVENT RENTALS INC	LINENS CLEANING FOR STATE OF THE CITY ADDRESS	327.30
5/14/2024	PRO CYCLES LLC	POLICE VEHICLE REPAIRS & MAINTENANCE	1,758.51
5/14/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES PSC APR 2024	50.36
5/14/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES CIVIC APR 2024	89.69
5/14/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES WAVE APR 2024	78.55
5/14/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES SENIOR APR 2024	77.45
5/14/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES SHANNON APR 2024	73.30
5/14/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES CORP YARD APR 2024	49.71
5/14/2024	QUADIENT FINANCE USA, INC.	POSTAGE FEES FOR APR 2024	294.00
5/14/2024	RAJBIIR SINGH RR PIZZA INC	WAVE B-DAY PARTY PROGRAM SUPPLIES FEB-MAR 2024	1,215.62
5/14/2024	RAYDIANT INC.	WAVE PLATFORM MEMBERSHIP	468.00
5/14/2024	RAYNE OF SAN JOSE	WATER SOFTENER SERVICES FS16 MAY 2024	236.90
5/14/2024	RAYNE OF SAN JOSE	WATER SOFTENER SERVICES FS17 MAY 2024	259.60
5/14/2024	RAYNE OF SAN JOSE	WATER SOFTENER SERVICES FS18 MAY 2024	204.30
5/14/2024	SELECT IMAGING	BRAY COMMUNITY ROOM SIGNAGE	4,285.42
5/14/2024	SELECT IMAGING	NAMETAG FOR HUMAN SERVICES COMMISSION	20.56
5/14/2024	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	COPIER SUPPLY AND SERVICE 3/22-4/21/24	1,444.70
5/14/2024	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	COPIER SUPPLY AND SERVICE 5/1-5/31/24	2,575.23
5/14/2024	SHILPA PAREKH	BUSINESS LICENSE FEE REFUND	93.00
5/14/2024	SHWETA AGRAWAL	HERITAGE AND CULTURAL ARTS COMMISSION 05/09/24	50.00
5/14/2024	SIMPLER SYSTEMS, INC	SIMPLER SOFTWARE LICENSING SUPPORT	1,500.00
5/14/2024	SPECTRUM COMMUNITY SVCS INC.	FY 23-24 HUMAN SERVICES GRANT (CDBG/ARPA)	5,809.21
5/14/2024	STATE WATER RESOURCES CONTROL	IHT BRIDGE PERMIT FEE ANNUAL SWPPP APR 2024	548.00
5/14/2024	STONERIDGE CHRYSLER JEEP DODGE	POLICE VEHICLE REPAIRS & MAINTENANCE	786.95
5/14/2024	STRATEGIC ECONOMICS INC.	CONSULTANT FOR UPDATE OF ED STRATEGY & GP ELEMENT	8,936.25
5/14/2024	SUAREZ & MUNOZ CONSTRUCTION	WALLIS RANCH COMMUNITY PARK CONSTRUCTION AGREEMENT	548,925.20
5/14/2024	TAYLOR OSMER	MILEAGE REIMBURSEMENT - APR 2024	18.29
5/14/2024	THE ECOHERO SHOW, LLC.	SCHOOL ASSEMBLIES WASTE REDUCE,RECYCLE,ETC MAR 2024	1,500.00
5/14/2024	TIMEA IHAROSI	HERITAGE AND CULTURAL ARTS COMMISSION 05/09/24	50.00
5/14/2024	T-MOBILE USA, INC.	CELL PHONE SERVICES THROUGH 04/20/2024	670.27
5/14/2024	T-MOBILE USA, INC.	PIO & PW CELL PHONE SERVICES THROUGH 04/20/2024	163.65
5/14/2024	T-MOBILE USA, INC.	DPS CELL SERVICE	50.00
5/14/2024	TOMMY COOK	MILEAGE REIMBURSEMENT - APR 2024	21.17
5/14/2024	TRI-SIGNAL INTEGRATION INC	FIRE ALARM TESTING LIBRARY MAY 2024	323.75
5/14/2024	TRI-SIGNAL INTEGRATION INC	FIRE ALARM TESTING F/S 16, 17, 18 - MAY 2024	126.00
5/14/2024	TRI-VALLEY COMMUNITY TV	RECORD/TELEVISE CITY COUNCIL & PLNG COMM MTGS	1,089.74
5/14/2024	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES EXTRA SERVICES JAN 2024	6,982.92
5/14/2024	TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES JAN 2024	5,490.70
5/14/2024	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES APR 2024	22,884.36
5/14/2024	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES & SUPPLY - CAMP PARKS APR 2024	32,069.31
5/14/2024	TYLER TECHNOLOGIES, INC.	MUNIS ANNUAL APPLICATION SERVICES 1/1/24 -12/31/24	245,475.78
5/14/2024	US BANK - PARS	PARS: PE 5/3/24	3,386.91
5/14/2024	WESTEK SYSTEMS INC.	SPORTS POOL STORAGE DOOR REPAIR	640.00
5/14/2024	WILLDAN ENERGY SOLUTIONS	HVAC SET POINT POLICY DEVELOPMENT SERVICES MAR 2024	2,942.00
5/14/2024	WILLDAN HOMELAND SOLUTIONS	ENERGY EFFICIENCY/INFRASTRUCTURE IMPROVEMENTS	9,088.65
5/14/2024	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	IRON HORSE NATURE PARK-CWA ADMIN MAR 2024	1,492.32
		Payments Issued 5/14/2024 Total:	**1,318,442.05**
5/15/2024	AMADOR VALLEY INDUSTRIES LLC	GARAGE FEE COLLECTION PASSTHROUGH TO AVI 01/01/24- 06/30/24	4,353,153.48
		Payments Issued 5/15/2024 Total:	**4,353,153.48**

5/20/2024	ADVANCED MOBILITY GROUP	TRAFFIC SIGNAL SYSTEMS SUPPORT SVCS FEB 2024	3,665.00
5/20/2024	AMADOR VALLEY INDUSTRIES LLC	TRASH SERVICES - CAMP PARKS APR 2024	42,517.18
5/20/2024	AMY'S ENGRAVED SIGNS & AWARDS	COUNCIL CHAMBER NAMEPLATE	54.57
5/20/2024	AT&T	PSC-600M IPFLEX INTERNET	2,067.58
5/20/2024	AT&T	CVC AT&T IPFLEX VOIP LINE	625.58
5/20/2024	AT&T	600M INTERNET CIVIC CENTER FIBER SERVICES	1,802.67
5/20/2024	AVANTPAGE INC	TRANSLATING, EDITING & PROOFREADING SERVICES	240.00
5/20/2024	BAY AREA AIR QUALITY MGMT DIST	ANNUAL GENERATOR PERMIT RENEWAL MAY 2024	511.00
5/20/2024	BIG O'TIRES #7	POLICE VEHICLE REPAIRS & MAINTENANCE	741.95
5/20/2024	BSK ASSOCIATES INC.	SHANNON PARKING LOT PAVE. REPAIRS MAR 2024	3,454.00
5/20/2024	CALLANDER ASSOCIATES INC.	MAPE MEMORIAL PARK PATHWAY RELO. MAR 2024	3,280.00
5/20/2024	CATHERYN M GRIER	PLANNING COMMISSION 4/23/2024	50.00
5/20/2024	CDW GOVERNMENT INC	CONFERENCE ROOMS CHIEF FUSION TV MOUNT	377.89
5/20/2024	CDW GOVERNMENT INC	20 ADDITIONAL MICROSOFT LICENSES	484.40
5/20/2024	CDW GOVERNMENT INC	DUBLIN VERKADA CAMERA PURCHASE	6,126.57
5/20/2024	CHRISP COMPANY	CONTRACT RETENTION - CITY STRIPING & MARKING MAINTENANCE SERVICES	7,532.11
5/20/2024	CHRISP COMPANY	CITY STRIPING - REMAINING PAYMENT	18.46
5/20/2024	COMCAST	INTERNET/CABLE SVC WAV, SNC, PSC	602.88
5/20/2024	COMCAST	CIVIC CENTER COMCAST 500M INTERNET 04/30/2024	2,300.00
5/20/2024	CONSOR NORTH AMERICA, INC.	KOOPMAN CANYON CREEK CHANNE & BANK REPAIR MAR 2024	28,074.75
5/20/2024	CORODATA SHREDDING, INC.	SHRED BIN PICKUP APR 2024 (RIM MONTH)	72.29
5/20/2024	CORWOOD CAR WASH, INC.	CAR WASHES FOR ALL DPS VEHICLES	2,363.00
5/20/2024	DIPIETRO & ASSOC. INC	AEDS FOR NEW VEHICLES D21 & D22	4,407.35
5/20/2024	DSRSD	SERVICE TO 4/30/2024	3,954.04
5/20/2024	ECONOMIC & PLANNING SYSTEMS, INC.	INCLUSIONARY ZONING AND IN-LIEU FEE FEASIBILITY	9,066.29
5/20/2024	FEHR & PEERS	EAST DUB. TRAFFIC IMPACT FEE UPDATE PHS 2 MAR 2024	1,328.25
5/20/2024	GANNETT FLEMING, INC.	GREEN STORMWATER INFRASTRUCTURE FEB 2024	1,013.79
5/20/2024	GANNETT FLEMING, INC.	IRON HORSE NATURE PARK & OPENSPACE PHASE 1 MAR 2024	16,896.50
5/20/2024	GANNETT FLEMING, INC.	GREEN STORMWATER INFRASTRUCTURE MAR 2024	4,055.16
5/20/2024	GEOCON CONSULTANTS, INC.	VILLAGE PKWY-ADDT'L GEO TECH SVCS & BORINGS MAR 2024	410.00
5/20/2024	GOLDEN STATE FLEET SVCS INC	DPS TOWING SERVICE	150.00
5/20/2024	GOODNESS VILLAGE	FY 23-24 HUMAN SERVICES GRANT (GF)	6,497.50
5/20/2024	GREGORY SHREEVE	REIMBURSEMENT- CALBO ABM 2024	709.39
5/20/2024	HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES- STATE OF THE CITY	900.00
5/20/2024	HEALTHEQUITY, INC.	HEALTHCARE & COMMUTER BENEFITS APR/MAY 2024	601.25
5/20/2024	JACQUI HATZIKOKOLAKIS	MILEAGE REIMBURSEMENT - APR 2024	44.82
5/20/2024	JANINE THALBLUM	PLANNING COMMISSION 4/23/2024	50.00
5/20/2024	JANINE THALBLUM	PLANNING COMMISSION 05/14/2024	50.00
5/20/2024	KEN AIELLO	REIMBURSEMENT MODULE 1 TRAINING SEMINAR	309.97
5/20/2024	KIMLEY-HORN AND ASSOC. INC.	DESIGN SVCS GOLDEN GATE DR IMPRVMNT DEC 2023	11,348.25
5/20/2024	KIMLEY-HORN AND ASSOC. INC.	DESIGN SVCS GOLDEN GATE DR IMPRVMNT JAN 2024	26,860.08
5/20/2024	KIMLEY-HORN AND ASSOC. INC.	DESIGN SERVICES - SLIDES REPAIR FEB 2024	4,647.00
5/20/2024	KITTELSON & ASSOCIATES, INC.	TRANSPORTATION ANALYSIS PACVEST MAR 2023	16,500.00
5/20/2024	KITTELSON & ASSOCIATES, INC.	TRANSPORTATION ANALYSIS PACVEST JAN 2023	29,341.50
5/20/2024	L.N. CURTIS AND SONS	DPS UNIFORM OUTER CARRIER	615.75
5/20/2024	LIVERMORE AUTO GROUP	POLICE VEHICLE REPAIRS & MAINTENANCE	2,025.13
5/20/2024	MATTHEW AINI	PLANNING COMMISSION 4/23/2024	50.00
5/20/2024	MATTHEW AINI	PLANNING COMMISSION 05/14/2024	50.00
5/20/2024	MEYERS NAVE	LARGE COST INVOICE THROUGH APR 30, 2024	8,665.26
5/20/2024	MEYERS NAVE	FOR PROFESSIONAL SERVICES RENDERED THROUGH MAR 2024	26,184.50
5/20/2024	MEYERS NAVE	FOR PROFESSIONAL SERVICES RENDERED THROUGH MAR 2023	711.00
5/20/2024	MINUTEMAN PRESS	250 ADU POSTCARDS	160.84
5/20/2024	NICHOLS CONSULTING ENGINEERS, CHTD	DESIGN SVCS-IRON HORSE NATURE PARK MAR 2024	23,318.41
5/20/2024	NOVANI, LLC.	ANNUAL MAINT SUPT FOR TRAFFIC SIGNAL SERVER NET	16,682.00
5/20/2024	PAKPOUR CONSULTING GROUP, INC.	CM/INSP. SVCS. SAFE ROUTES TO SCHOOL	3,797.50
5/20/2024	PAKPOUR CONSULTING GROUP, INC.	EDTIF - PHASE 2 APR 2024	855.00
5/20/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES PSC MAY 2024	50.36
5/20/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES CIVIC MAY 2024	89.69
5/20/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES WAVE MAY 2024	78.55
5/20/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES SENIOR MAY 2024	77.45
5/20/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON- MAY 2023	73.30
5/20/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CORP YARD - MAY 2023	49.71
5/20/2024	RENATA FLECCHIA TYLER	PLANNING COMMISSION 4/23/2024	50.00
5/20/2024	REVEAL DATA CORP	SAAS 1-YEAR SUBSCRIPTION	26,400.00
5/20/2024	RYAN MORAN	REIMBURSEMENT - GOVERNMENT SOCIAL MEDIA CONFERENCE	159.97
5/20/2024	SCA OF CA LLC	STREET SWEEPING SERVICES APR 2024	22,845.62
5/20/2024	SNG & ASSOCIATES INC.	ENGINEERING SERVICES - PLAN REVIEW DEC 2023	8,999.50
5/20/2024	SNG & ASSOCIATES INC.	ENGINEERING SERVICES - PLAN REVIEW JAN 2024	6,280.50
5/20/2024	SNG & ASSOCIATES INC.	ENGINEERING SERVICES - PLAN REVIEW FEB 2024	9,145.00
5/20/2024	STEPHEN WRIGHT	PLANNING COMMISSION 4/23/2024	50.00
5/20/2024	T-MOBILE USA, INC.	DPS CELL SERVICE	50.00
5/20/2024	TRAFFIC LOGIX CORP	ANNUAL MAINTENANCE	2,500.00
5/20/2024	TREASURER ALAMEDA COUNTY	RETURN ASSET SEIZURE FUND -CASE: D22-00087	22,989.82
5/20/2024	TRIVALLEY INTERNET INC	NAVIGATOR PROGRAM REFERRAL	3,740.00
5/20/2024	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES & SUPPLIES -CAMP PARKS MAY 2024	32,069.31
5/20/2024	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES SERVICE MAY 2024	22,884.36

5/20/2024	TYLER TECHNOLOGIES, INC.	ERP SOFTWARE IMPLEMENTATION	5,600.00
5/20/2024	U.S. POSTAL SERVICE PLEASANTON MPO	BRM ANNUAL MAINTENANCE	930.00
5/20/2024	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING SENIOR MAR 2024	720.17
5/20/2024	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING PSC MAR 2024	1,971.00
5/20/2024	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING CIVIC APR 2024	616.67
5/20/2024	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING SHANNON APR 2024	1,413.42
5/20/2024	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING FS16 MAR 2024	370.00
5/20/2024	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING FS17 APR 2024	569.00
5/20/2024	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING FS18 APR 2024	324.00
5/20/2024	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING WAVE APR 2024	1,030.75
5/20/2024	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING CORP YARD APR 2024	294.50
5/20/2024	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING SENIOR APR 2024	327.00
5/20/2024	VERIZON WIRELESS	DATA PLAN FOR LICENSE PLATE READERS	2,515.54
5/20/2024	WAHIDA I. RASHID	PLANNING COMMISSION 04/23/2024	50.00
5/20/2024	WAHIDA I. RASHID	PLANNING COMMISSION 05/14/2024	50.00
5/20/2024	WC3-WEST COAST CODE CONSULTANT	EPROCESS 360 SUBSCRIPTION FEE - FOR APR 2024	16,432.25
5/20/2024	WESTEK SYSTEMS INC.	TROUBLESHOOT DOOR LOCK	789.00
5/20/2024	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	IRON HORSE NATURE PARK-CWA ADMIN OCT 2023	206.00
5/20/2024	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	WALLIS RANCH PARK NOV 2023	1,298.42
5/20/2024	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	WALLIS RANCH PARK DEC 2023	1,416.60
		Payments Issued 5/20/2024 Total:	**524,725.87**
5/24/2024	CAL PERS	PERS RETIREMENT PLAN: PE 5/17/24 & MAY COUNCIL	99,712.58
5/24/2024	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 5/17/24 & MAY COUNCIL	86,120.31
		Payments Issued 5/24/2024 Total:	**185,832.89**
5/28/2024	4LEAF INC.	BUILDING INSPECTION AND PLAN REVIEW APR 2024	60,597.00
5/28/2024	ADITYA T. BABU CLUB V.I.P. VOLLEYBALL	REC CLASS INSTRUCTOR	1,638.00
5/28/2024	AMY L. JONES	REC CLASS INSTRUCTOR	288.00
5/28/2024	BAY ALARM COMPANY	ALARM SERVICES SHANNON MAY 2024	225.00
5/28/2024	BAY AREA NEWS GROUP EAST BAY	2024 ST. PATRICK'S DAY CELEBRATION ADVERTISING	747.00
5/28/2024	BAY AREA NEWS GROUP EAST BAY	LEGAL NOTICE - APR 2024	1,367.70
5/28/2024	BEST VERSION MEDIA, LLC	MAGAZINE AD SPACE	408.30
5/28/2024	BIG O'TIRES #7	POLICE VEHICLE REPAIRS & MAINTENANCE	73.23
5/28/2024	BSK ASSOCIATES INC.	GEOTECHNICAL PEER REVIEW APR 2024	1,709.50
5/28/2024	BUBBLEMANIA AND COMPANY LLC	SUMMER CAMP FIELD TRIP BUBBLEMANIA	320.00
5/28/2024	CARBONIC SERVICE	THE WAVE POOL CHEMICALS	525.47
5/28/2024	CASCADIA CONSULTING GROUP, INC	SB 1383 IMPLEMENTATION ASSISTANCE MAR 2024	20,885.00
5/28/2024	CASTRO VALLEY PERFORMING ARTS	REC CLASS INSTRUCTOR	4,050.00
5/28/2024	CATHERYN M GRIER	PLANNING COMMISSION 05/14/2024	50.00
5/28/2024	CDW GOVERNMENT INC	CITY NETWORK TRAFFIC ANALYZER	15,482.82
5/28/2024	CDW GOVERNMENT INC	SYSTEM MONITORING AND ALERTING SOFTWARE	14,092.40
5/28/2024	CDW GOVERNMENT INC	EQUIPMENT FOR FINANCE CONFERENCE ROOM UPGRADE	1,973.61
5/28/2024	CHIH CHUN ERLOES	STORM DRAIN ART	500.00
5/28/2024	CHRISTINE PETIT	REC CLASS INSTRUCTOR	844.80
5/28/2024	CITY OF PLEASANTON	HUMAN SERVICES NEEDS ASSESSMENT	20,389.00
5/28/2024	COULSON & ASSOCIATES	ENGINEERING SERVICES - PLAN REVIEW JAN 2024	7,068.75
5/28/2024	DANIELLE MASKIELL	STORM DRAIN ART	1,000.00
5/28/2024	DARREN PHILLIPS	HERITAGE AND CULTURAL ARTS COMMISSION 05/09/24	50.00
5/28/2024	DONNELL LAMAR BROWN JR.	PERFORMER FOR SUMMER 2024 CONCERT SERIES	400.00
5/28/2024	DSRSD	SERVICE TO 5/14/2024	13,358.21
5/28/2024	DUTCHOVER & ASSOCIATES	LANDSCAPE PLAN CHECK & INSPECTIONS - APRIL 2024	3,532.50
5/28/2024	DUTCHOVER & ASSOCIATES	ENGINEERING SERVICES - PLAN REVIEW APR 2024	28.75
5/28/2024	EAST BAY POOL SERVICE, INC.	MAINTENANCE/REPAIR WORK AT THE WAVE	1,656.97
5/28/2024	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 5/17/24 & MAY COUNCIL	26,119.77
5/28/2024	EUROPEAN MOBILE WERKS	POLICE VEHICLE REPAIR & MAINTENANCE	529.76
5/28/2024	FLOCK GROUP INC	FLOCK SAFETY CONDOR CAMERAS	11,750.00
5/28/2024	GLOBAL MUSIC RIGHTS, LLC	MUSIC LICENSE FOR FY 23/24	850.00
5/28/2024	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 5/17/24	3,761.36
5/28/2024	I C M A 401 PLAN	DEFERRED COMP 401A: PE 5/17/24	1,474.17
5/28/2024	I C M A 457 PLAN	DEFERRED COMP 457: PE 5/17/24 & MAY COUNCIL	33,360.14
5/28/2024	IPERMIT	PERMIT REFUND - #BLDG24-02939	65.80
5/28/2024	JCJCJ, INC	ADOPT A BENCH PLAQUE	245.50
5/28/2024	JIEXING MARGARET LIANG	HERITAGE AND CULTURAL ARTS COMMISSION 05/09/2024	50.00
5/28/2024	JOHNSON CONTROLS SECURITY SOLUTIONS, LLC.	ALARM SERVICES CIVIC JUN 2024	550.96
5/28/2024	JOHNSON CONTROLS SECURITY SOLUTIONS, LLC.	ALARM SERVICES LIBRARY 2024	1,713.73
5/28/2024	JOHNSON CONTROLS SECURITY SOLUTIONS, LLC.	ALARM SERVICES PSC JUN 2024	1,287.75
5/28/2024	JOSEPH THOMAS WASHINGTON II	PCS COMMISSION 5/20/24	50.00
5/28/2024	JULIA H. TOMTANIA	HERITAGE AND CULTURAL ARTS COMMISSION 05/09/24	50.00
5/28/2024	KEYSER MARSTON ASSOCIATES, INC	REAL ESTATE CONSULTING - DUBLIN BLVD EXT	912.50
5/28/2024	KEYSER MARSTON ASSOCIATES, INC	REAL ESTATE CONSULTING - DUBLIN COMMONS	4,490.50
5/28/2024	KIMLEY-HORN AND ASSOC. INC.	DOWNTOWN DUBLIN HINES PROJECT TRANSPORT. ANALYSIS	1,417.39
5/28/2024	KITTELSON & ASSOCIATES, INC.	TRANSPORTATION ANALYSIS PACVEST DEC 2023	4,645.00
5/28/2024	KITTELSON & ASSOCIATES, INC.	TRANSPORTATION ANALYSIS PACVEST FEB 2024	27,256.25
5/28/2024	L.N. CURTIS AND SONS	DPS TECHNICIAN OUTER CARRIER ACCESSORIES	97.02
5/28/2024	LSA ASSOCIATES INC.	CEQA DOCUMENT PREP FOR DUBLIN FALLON 580 PROJECT	2,110.00

5/28/2024	METRO SECURITY SERVICES	SECURITY SERVICES FOR PCS EVENTS	3,150.00
5/28/2024	M-GROUP	PLANNING SERVICES - BOULEVARD PH 1-5	4,010.00
5/28/2024	MICHAEL BAKER INT'L, INC.	AFFORDABLE RENTAL HOUSING ASSISTANCE	4,205.00
5/28/2024	MINUTEMAN PRESS	PUBLIC HEARING NOTICE 83-2 & 86-1	940.38
5/28/2024	MNS ENGINEERS, INC.	ENGINEERING SERVICES - PLAN REVIEW NOV 2023	21,191.15
5/28/2024	NICHOLAS OCHOA	PLANNING COMMISSION 05/14/2024	50.00
5/28/2024	ON THE VINE CATERING	STATE OF THE CITY CATERING	19,083.67
5/28/2024	PG&E	B10S SERVICE TO CIVIC CENTER 04/15/2024	5,480.35
5/28/2024	PG&E	SERVICE TO CORP YARD 04/30/2024	3,867.03
5/28/2024	PG&E	SERVICE TO SHANNON CENTER 04/30/2024	165.27
5/28/2024	PG&E	SERVICE TO SCH RNCH PARK 04/29/2024	308.18
5/28/2024	PG&E	B1 SERVICE TO PASSATEMPO 04/24/2024	82.17
5/28/2024	PG&E	B1 SERVICE TO SEAN DIAMOND 04/28/2024	219.55
5/28/2024	PG&E	B1 SERVICE TO POSITANO IRRIG 04/30/2024	136.02
5/28/2024	PG&E	SERVICE TO ART LIGHTING AVB 04/24/2024	264.73
5/28/2024	PG&E	TC1 SERVICE TO FALLON 04/25/2024	89.21
5/28/2024	PG&E	TC1 SERVICE TO FALLON 04/25/2024	102.95
5/28/2024	PG&E	TC1 SERVICE TO 6795 DOUGHERTY 05/0/2024	252.71
5/28/2024	PG&E	TC1 SERVICE TO AVB 04/29/2024	92.59
5/28/2024	PG&E	TC1 SERVICE TO POSITANO 05/01/2024	411.31
5/28/2024	PG&E	LS2-A SERVICE TO AVB 05/01/2024	1,873.17
5/28/2024	PG&E	SERVICE TO HCP 04/29/2024	4,217.36
5/28/2024	PG&E	SERVICE TO FS16 04/11/2024	1,052.65
5/28/2024	PG&E	SERVICE TO HPM 04/29/2024	573.15
5/28/2024	PHOENIX GROUP INFO SYS.	PARKING CITATIONS COLLECTED	225.00
5/28/2024	PLEASANTON EVENT RENTALS INC	DUBLIN SENIOR CENTER LINENS VOLUNTEER LUNCH	150.70
5/28/2024	PLEASANTON EVENT RENTALS INC	LINEN CLEANING FOR PCS RENTALS PROGRAM	141.60
5/28/2024	PRECISION DYNAMICS CORPORATION	WATERPARK SUPPLIES	670.87
5/28/2024	PYTHON RON'S REPTILE KINGDOM	SUMMER CAMP FIELD TRIP	495.00
5/28/2024	RACE TO ZERO WASTE	WASTE SORTING FOR SPLATTER AND ST. PATS MAR 2024	13,266.00
5/28/2024	RECYCLE AWAY, LLC	KALEIDOSCOPE THREE-STREAM RECYCLING CONTAINER	3,189.68
5/28/2024	REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES	233.28
5/28/2024	RENATA FLECCHIA TYLER	PLANNING COMMISSION 05/14/2024	50.00
5/28/2024	RICHARD THORNBURY	PCS COMMISSION 3/18/24	50.00
5/28/2024	ROBERT ANDREW CORDER, SR.	STORM DRAIN ART	1,000.00
5/28/2024	SCP DISTRIBUTORS LLC	WATERPARK SUPPLIES	142.03
5/28/2024	SCP DISTRIBUTORS LLC	ADA WHEELCHAIR REPAIR - WAVE	2,996.43
5/28/2024	SELECT IMAGING	CDD NAME BADGE	26.63
5/28/2024	SNG & ASSOCIATES INC.	ENGINEERING SERVICES - PLAN REVIEW MAR 2024	7,050.00
5/28/2024	ST. RAYMOND CATHOLIC CHURCH BOY SCOUT TROOP 905	ST. PAT'S 2024 EVENT BOY SCOUT TROOP #905	3,000.00
5/28/2024	STORM WATER INSPECTION & MAINTENANCE SERVICES, INC	TRASH CAPTURE DEVICE MAINTENANCE APR 2024	14,595.00
5/28/2024	STORM WATER INSPECTION & MAINTENANCE SERVICES, INC	TRASH CAPTURE DEVICE MAINTENANCE MAR 2024	1,210.00
5/28/2024	STORM WATER INSPECTION & MAINTENANCE SERVICES, INC	TRASH CAPTURE DEVICE MAINTENANCE MAR 2023	6,935.00
5/28/2024	STRAWN CONSTRUCTION, INC.	CULTURAL ARTS REMODEL & CIVIC CTR IMPROV	202,348.38
5/28/2024	SYED SAMEER SHABIR HAKIM	PCS COMMISSION 5/20/24	50.00
5/28/2024	THE ED. JONES COMPANY	CODE ENFORCEMENT BADGES	694.38
5/28/2024	THE SOURCING GROUP, LLC	DEPARTMENT APPAREL - ADULT SOFTBALL CHAMPIONS	363.33
5/28/2024	THE SOURCING GROUP, LLC	DEPARTMENT APPAREL - UNIFORMS 23/24	6,443.27
5/28/2024	TRB AND ASSOCIATES, INC.	PLAN REVIEW AND INSPECTION SERVICES - APR 2024	46,387.00
5/28/2024	TREASURER ALAMEDA COUNTY	PARKING CITATIONS COLLECTED	3,715.50
5/28/2024	TREASURER ALAMEDA COUNTY PW AGENCY-FISCAL DIVISION	TRAFFIC SIGNAL AND STREETLIGHT MAINT SVCS MAR 2024	42,645.89
5/28/2024	UNIVAR SOLUTIONS	SODIUM HYPOCHLORITE (CHLORINE) FOR THE WAVE	1,431.22
5/28/2024	US BANK - PARS	PARS: PE 5/17/24	4,993.99
		Payments Issued 5/28/2024 Total:	**732,368.39**
5/30/2024	RETIREE MEDICAL	RETIREE MEDICAL	206,456.81
		Payments Issued 5/30/2024 Total:	**206,456.81**

Grand Total for Payments Dated 5/1/2024 through 5/31/2024: 9,885,560.27

Total Number of Payments Issued: 396

Agenda Item 6.1

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: June 25, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Adoption of Rates for Garbage Collection, Disposal, and Recycling Services Provided by Amador Valley Industries and Establishing the 2024-25 Annual Assessment
Prepared by: Jay Baksa, Finance Director

EXECUTIVE SUMMARY:

The City Council will consider adopting two separate resolutions establishing the garbage rates effective July 1, 2024 and establishing the Fiscal Year 2024-25 refuse-related property tax assessment.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate, and adopt the **Resolution** Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2024-2025; and adopt the **Resolution** Amending the Schedule of Service Rates for Integrated Solid Waste Services.

FINANCIAL IMPACT:

The annual rate adjustment for the Fiscal Year 2024-25 will result in a 0.92% increase for all rates. The residential garbage and recycling service fees, which are collected on the Property Tax bill as an annual assessment, will increase by $0.39 per month on the required residential 32-gallon can to a total of $42.92 per month. The proposed commercial rate increases vary based on the service level selected. The proposed rate of $208.26 represents the average service level for a one-yard bin collected once per week.

DESCRIPTION:

Background

In January 2005, the City executed an Agreement with Amador Valley Industries, LLC (AVI) for service that began July 1, 2005 and continued to June 30, 2020. On June 16, 2020, the City Council approved an Amended and Restated Agreement with AVI to extend the term to 2035, address capital equipment replacement needs, and incorporate local and state requirements. In addition, a new rate model approach was agreed to that addresses annual rate adjustments, component cost separation, and regular financial reviews. The financial reviews are to be done by a third-party administrator every three years to confirm reasonableness and to ensure that an industry standard level of operating margin is being maintained by AVI.

Financial Review

As part of the Fiscal Year 2024-25 rate adjustment, the City engaged HF&H Consultants, LLC, to perform the financial review. The review included components summarized in Table 1.

Table 1. Financial Review Results

Area	Summary	Findings
Financial Statement	Reviewed audit and verified amounts with supporting documentation.	No Discrepancies
City Fees	Verified correct amount was remitted to City.	No Discrepancies
Tonnage Reports	Verified amounts of annual/quarterly tonnage reports with supporting documentation.	No Discrepancies
Route Operation Statistics	Reviewed route information for reasonableness by comparing City to other similar jurisdictions.	No Discrepancies
Revenue Review	Reviewed revenue by utilizing customer subscription data and service rates to verify AVI's audited financials.	No Discrepancies
Billing Review	Reviewed 45 invoices through different customer classes to test for systemic billing errors.	No Discrepancies
Contractor Compensation Calculation	Reviewed prior two years rate calculations.	No Discrepancies

Compensation Review

The rate approach included in the Agreement was the periodic review of AVI's financial statements to verify AVI's compensation is consistent with an operating ratio not greater than 90%, which is the industry standard. To accomplish this, HF&H reviewed AVI's audited financials for Fiscal Year 2022-23 to determine the revenue requirement needed to meet the 90% operating margin. During the review it was found that actual revenue collected during FY 2022-23 was $292,182 higher than was necessary to maintain the 90% operating margin (Table 2).

Table 2. Audited Revenue Requirement for FY 2022-23

	FY 2022-23 (Actual)	FY 2022-23 (Audited)	Difference (+/-)
Total Revenue Required	$26,362,772	$26,070,590	($292,182)

True-Up Calculation

To account for this difference, HF&H conducted two calculations. First, the Fiscal Year 2022-23 revenue requirement identified in the audit of $26,070,590 was used as the updated baseline and the Fiscal Year 2023-24 revenue requirement was recalculated. This was then used to calculate the annual adjustment for the upcoming Fiscal Year 2024-25 rates, resulting in the recommended revenue of $28,782,204, as shown in Table 3. A detailed description of these calculations is provided in the report by HF&H included as Attachment 4.

Table 3. Updated Revenue Requirements

	FY 2022-23 (Audited)	FY 2023-24 (Audited)	FY 2024-25
Total Revenue Required	$26,070,590	$27,695,830	$28,782,204

Annual Rate Adjustment Calculation

The Agreement contains a provision that rates must be reasonably forecasted to provide AVI with an appropriate level of compensation based on a formula detailed in the Agreement. The forecasting methodology compares customer counts between the two most recent calendar years to calculate revenue generation based on the level of services provided multiplied by the appropriate rates. Rates are adjusted as appropriate across all service sectors to meet the calculated revenue requirement as set forth by the rate model.

City Staff have worked closely with HF&H throughout the financial review and agree with all information presented including the updated revenue requirement and the Fiscal Year 2024-25 rate adjustment. As required in the Agreement, the City has provided AVI with information showing the rate calculations and assumptions. Section 5.13.1 states "...the final decision of the rate structure rests solely with the City." The proposed rate structure for Fiscal Year 2024-25 is estimated to meet the compensation requirement of $28,782,204. This compensation is possible as a result of a proposed 0.92% average increase to all categories.

<u>Detailed Comparison of Current and Proposed Rates</u>

Attachment 5 compares the proposed rates to the current rates for service levels that represent a majority of the subscribers in the City. The proposed rates would be effective July 1, 2024.

Competitiveness of Dublin Rates with Neighboring Agencies

Historically, Staff has included a comparison of the Dublin rates compared to rates charged for similar services in surrounding communities. This comparison has focused solely on the garbage rates, as historically, recycling and organic waste were seen as smaller complimentary services. This is no longer true with the implementation of SB 1383, as well as other regional and statewide laws. Looking specifically at garbage rates no longer offers a clear "apples to apples" comparison. For example, Livermore now charges recycling at 80% of the garbage rate, Castro Valley a rate of 67% the garbage rate, and San Ramon at 50%, where Dublin charges 25%. The same pattern is now occurring with Organic Waste, in which Dublin charges 50% of the garbage rate and Castro Valley charges 124% of the garbage rate, but as regulations change and options for disposal become more limited these services have become more expensive and cities are adjusting for that reality.

Overall, Dublin remains competitive, and the services offered are at least comparable to, and are often better than, the surveyed cities especially when factoring the type of service (garbage, recycling, organics, etc.), that is being provided. The current three-city comparison is provided as Attachment 6 and, like last year, Staff has included Castro Valley Sanitation District in place of Pleasanton, to include three service areas that offer similar services. The Pleasanton costs and cost structure have become an outlier in the Tri-Valley and when incorporating their costs into an "area average", made it appear that Dublin was significantly higher. In reality, Dublin is competitive with the other two cities examined (Livermore and San Ramon). Pleasanton's costs have been included for reference but are not included in the three-city average calculation.

Minimum Residential Garbage Service

All properties in the City are required to subscribe to a weekly minimum garbage service (Dublin Municipal Code Section 5.32). This minimum service includes weekly curbside collection of a 32-gallon garbage container, up to two organic waste carts including food scraps (96 gallons each), up to two recycling carts (96 gallons each), recycling collection of used oil and filters, an annual household hazardous waste drop-off event, and three on-call bulky waste pick-ups per year. Residents desiring larger garbage carts are billed directly by AVI for the incremental rate difference. The City pays AVI for the service cost of the minimum residential service with monies collected from the property tax bill.

The City Council will need to establish the annual fee, which is collected with the property tax bill for residential properties, separately from the rates for other levels of service. The proposed fee for basic residential service for Fiscal Year 2024-25 is $515.04, which is collected in two installments on the property tax bill. This equates to $42.92 per month, which is $4.68 per year ($0.39 per month) more than the rate levied in Fiscal Year 2023-24, as shown below.

Table 4. Historical Annual Fee for Minimum Garbage Service Collected with the Property Tax Bill

2022-23	2023-24	Proposed 2023-24	Annual Change	Monthly Change
$486.72	$510.36	$515.04	$4.68	$0.39

This base rate includes $0.45 per month to cover the cost associated with the collection being included on the property tax bill. These funds are not paid to AVI but are retained by the City to offset the administrative cost in preparing the tax roll. In addition, the cost of collection and delinquencies for the basic service is expected to be covered by prior year fund balance, penalties and prior year taxes collected by the County Tax Collector, and interest on funds held prior to payment to the Company.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A notice was placed in the East Bay Times on June 8, 2024 and June 15, 2024, notifying the community of the City Council's consideration of the proposed rates, and the City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2024-25
2) Resolution Amending the Schedule of Service Rates for Integrated Solid Waste Services
3) Exhibit A to the Resolution – Proposed Adjustment to Garbage Company Rates
4) Memorandum – Review of AVI's Compensation – Final Report – Dated June 6, 2024
5) Proposed vs. Current Rates
6) Local Area Rate Comparison

RESOLUTION NO. XX - 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AND ESTABLISHING THE COLLECTION OF MINIMUM RESIDENTIAL GARBAGE AND RECYCLING SERVICE FEES FOR FISCAL YEAR 2024-2025

WHEREAS, the City of Dublin is mandated by the State of California, under AB 939 and SB 1016, to reduce the amount of solid waste going into the landfill; and

WHEREAS, through the Mandatory Garbage Subscription Ordinance and other means, the City of Dublin is taking a proactive stance to meet the State Mandated Goals; and

WHEREAS, the goal of the Mandatory Garbage Subscription Ordinance is to protect the health and welfare of the community, to provide recycling services to all residential property owners, and to equally share the costs of these programs by mandating that every residence contributes towards the cost of the service made available; and

WHEREAS, minimum service includes service described in the current Agreement with the franchised waste hauler, Amador Valley Industries (AVI); and

WHEREAS, the City Council has considered this action as part of a noticed public hearing on June 25, 2024.

NOW, THEREFORE, BE IT RESOLVED that, the City Council of the City of Dublin does hereby approve and establish the collection of minimum residential services fees by the City on the property tax bill as shown in **Exhibit A**, which is attached hereto and hereby incorporated by reference.

BE IT FURTHER RESOLVED that City Staff are hereby authorized to undertake all administrative tasks to implement the assessments, including, but not limited to an agreement with Alameda County for collection, which may provide payment to Alameda County of its reasonable costs of collection not to exceed 1.7% of the total amount levied.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A
City of Dublin
RESIDENTIAL MINIMUM GARBAGE / RECYCLING SERVICES
(Collected With Residential Property Tax Bills)

Basis of Fees

The City has negotiated a multi-year agreement with Amador Valley Industries (AVI) requiring a rate adjustment to the residential minimum garbage/recycling services collected with the property tax bills. The current annual fee of $510.36 per year will increase $4.68 for a total of $515.04 for Fiscal Year 2024-2025. The annual assessment equates to a monthly increase of $0.39, from $42.53 to $42.92. The Amended and Restated Agreement with AVI sets the compensation for the Agreement Year that begins July 1, 2021 and provides for annual adjustments to the rates based upon annual changes in three separate indices, two of which are maintained by the Bureau of Labor Statistics (Refuse Rate Index), plus pass-through disposal costs, for waste, recyclables and organics. The three indices account for cost changes in the following categories: growth in services; labor; and all other costs. In addition, the Agreement allows for a third-party administrator to review costs and revenue every three years to confirm reasonableness and to ensure that an industry standard level of operating margin in being maintained by AVI.

In order to determine the fee, the City estimates the total revenue required to pay AVI for the Minimum Service to all residential units that are eligible to use the service, according to the terms of the agreement. The specific factors considered in this calculation include the following components: the residential rate for Minimum Service; estimated number of housing units affected by the fee; costs associated with the collection of the fee as part of the Property Tax Bill; estimated delinquencies; estimated revenues from late payments and interest earnings; and funds available from collections in a prior year.

Affected Parcels

Chapter 5.32 of the Dublin Municipal Code requires the protection of the health, safety, and welfare of the community by requiring that all parcels obtain minimum weekly garbage service. Residential housing units are billed for the cost of Minimum Garbage Service, which is included with the annual property tax bill. This fee only applies to residential units which have individual garbage containers and <u>are not</u> serviced by central bins. This does include duplexes and other attached housing types, which receive individual service.

Households subject to this fee, which only receive Minimum Service, will not be billed by the Garbage Company. Amador Valley industries will bill customers each quarter for <u>additional</u> services, if a household selects weekly garbage collection of a container larger than the 32-gallon container included in the Minimum Service Level.

Services Provided By the Fee

Minimum service includes weekly curbside collection of: one 32 gallon garbage container; up to two 96 gallon organic waste carts; up to two 96 gallon recycling carts; used oil and filters; an annual household hazardous waste drop off event; and three on-call bulky waste pick-ups per year.

Amount of the Fee

The annual amount of the assessment includes the cost of collection as well as the cost of services over the entire year. The City makes the payment to Amador Valley Industries based upon the current rate allowed for Minimum Residential Service.

TYPE OF HOUSING UNIT	ANNUAL FEE
Each Single Family Residence	**$ 515.04**
Each Condominium / Townhouse Unit	**$ 515.04**
Each Duplex (2 Units)	**$ 1,030.08**
Each Duplex (5 or More Units)	**$515.04 times the number of units**

RESOLUTION NO. XX - 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING THE SCHEDULE OF SERVICE RATES FOR INTEGRATED SOLID WASTE SERVICES

WHEREAS, the City of Dublin executed a Collection Service Agreement with Amador Valley Industries (AVI) on January 12, 2005; and subsequently executed five amendments to the agreement; and

WHEREAS, the Agreement requires the City Council to adopt a rate schedule, which is estimated to produce a specified revenue amount as identified in the Agreement; and

WHEREAS, the City Council adopted the initial rate schedule with Resolution 68-05 at a noticed public hearing on May 3, 2005 and the Agreement provides that the City Council is responsible for establishing all rates; and

WHEREAS, on September 10, 2020, the City of Dublin executed an Amended and Restated Collection Service Agreement (Amendment) with Amador Valley Industries (AVI) extending the Collection Service Agreement for another 15-year term; and

WHEREAS, the Amendment with AVI provides for an adjustment to the rates each July 1st in accordance with specified formulas; and

WHEREAS, the State of California passed Senate Bill (SB) 1383, requiring among other rules and regulations, the need to reduce the amount of organic waste being disposed in landfills, as well as an increase in the reporting requirements documenting these efforts; and

WHEREAS, the parties anticipated in the Amendment that SB 1383 would require rate increases to reflect additional costs incurred by AVI arising from SB 1383, and it required the parties to negotiate in good faith on a rate adjustment. The City has met and conferred with AVI, to develop programs and costs to comply with SB 1383, which are included in the required rates; and

WHEREAS, the City has calculated the required rate adjustment necessary to generate the agreed to compensation and applied not more than a 0.92% adjustment to the residential, commercial, roll-off, and other collection service rates and construction and demolition debris rates; and

WHEREAS, on June 25, 2024, the City Council conducted a noticed public hearing prior to the adoption of the new rate schedule.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby adopt the Rate Schedule attached hereto, marked **Exhibit A** and by reference made a part hereof.

BE IT FURTHER RESOLVED that, while AVI may not charge a rate for these services in excess of the established rates, nothing shall prohibit AVI from charging a rate less than the established amount.

BE IT FURTHER RESOLVED that, upon the effective date, July 1, 2024, this resolution shall supersede all previous resolutions adopting rates for solid waste services, and the rates adopted by this resolution shall continue from year to year.

PASSED, APPROVED AND ADOPTED this 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

2024/2025 PROPOSED ADJUSTMENT TO GARBAGE COMPANY RATES

Affected Parcels

Chapter 5.32 of the Dublin Municipal Code requires for the protection of the health safety and welfare of the community that all parcels obtain minimum weekly garbage service. Amador Valley Industries, Inc. is the authorized garbage collection and disposal firm operating within the City. The agreement between the City of Dublin and Amador Valley Industries, Inc. provides that the City shall adopt a rate schedule which is estimated to allow the Company to achieve a fixed amount of annual revenue. Therefore, the adoption of these fees will affect all parcel owners. Rates are effective July 1, 2024.

Basis of Fees

The City has negotiated a multi-year agreement with Amador Valley Industries, Inc. The Company may request a change in rates based upon a formula which includes: changes in the Refuse Rate Index; Increased Regulatory Fees; and changes in the total tons delivered to the Landfill. In addition the Company may under specifc criteria request an extraordinary adjustment. The additional costs of each of these components has been allocated to the three classes of service: Residential; Commercial Bin Service; and Drop Box/Compactor.

RESIDENTIAL RATES

Company Minimum Residential Collection Rate: Applies separately to each single family unit as well as each unit within a duplex or other attached housing, which receives individual garbage collection services. The rate applies to the initial 32 gallons of garbage capacity, including once per week collection and disposal; Weekly Curbside Residential Recycling; and Weekly Curbside Green Waste Recycling; Large Item Collection Service; and access to an Annual HHW drop-off event. All containers are provided by the Company**.**

Minimum Monthly Rate : $ 42.92 (Rate includes $0.45 retained by City for preparing tax roll / collection.)

Residents may select a larger garbage container for an additional fee which is shown below:

64 Gallon Garbage Container:	**Minimum Cost Plus**	**$35.92**	**per month**	**(Total =**	**$ 78.84**	**per month)**
96 Gallon Garbage Container:	**Minimum Cost Plus**	**$71.85**	**per month**	**(Total =**	**$ 114.77**	**per month)**

Second Container: Residents may request a second garbage container which will be charged at the same rate as a first container based on the size requested.

Additional Large Item Collection: Residents may request additional large item collection services for a fee of : **$ 28.22** per Cubic Yard

COMMERCIAL AND MULTI-FAMILY BIN SERVICES (FRONT-END-LOADER)

Commercial Can Service: Offered at locations unable to accommodate a commercial bin or with volumes deemed insufficient to utilize a commercial bin. Monthly rate includes bin rental and once per week collection and disposal.

32 Gallon Container: **$48.67** **64 Gallon** Container: **$89.39** **96 Gallon** Container: **$130.02**

Commercial Bin Service Rates

Rates shown on the following page are monthly rates based upon bin size and frequency of service. Rates include collection, disposal, and bin rental.

Size # Yards	# Times Per Wk	Base Monthly Rate	Size # Yards	# Times Per Wk	Base Monthly Rate
1	1	$208.26	4	1	$833.04
1	2	$468.34	4	2	$1,717.90
1	3	$728.42	4	3	$2,602.76
1	4	$988.50	4	4	$3,487.62
1	5	$1,248.58	4	5	$4,372.48
1	6	$1,508.66	4	6	$5,257.34
2	1	$416.52	6	1	$1,249.56
2	2	$884.86	6	2	$2,550.94
2	3	$1,353.20	6	3	$3,852.32
2	4	$1,821.54	6	4	$5,153.70
2	5	$2,289.88	6	5	$6,455.08
2	6	$2,758.22	6	6	$7,756.46
3	1	$624.78	7	1	$1,457.82
3	2	$1,301.38	7	2	$2,967.46
3	3	$1,977.98	7	3	$4,477.10
3	4	$2,654.58	7	4	$5,986.74
3	5	$3,331.18	7	5	$7,496.38
3	6	$4,007.78	7	6	$9,006.02

Organic material is charged at 50% of the Commercial Service rate.
Recycled Material is charged at 25% of the Commercial Service rate.

OTHER COMMERCIAL SERVICES: Rates for additional requested services.

Container Push:	$	18.97	
Lock & Key:	$	11.39	
Excess Waste (Cu. Yd):	$	62.18	per Cubic Yard
Excess Cart Exchange:	$	18.97	
Excess Bin Exchange:	$	75.79	
Excess Bin Cleaning:	$	94.67	

SMALL COMPACTOR SERVICE: Rates for small compactors serviced as a commercial account on a regular route shall be billed by container size at the rate of two times the stated rate above for loose garbage.

HANDY HAULER:- One-time placement and collection of a 4 cubic yard bin, including one week container rental filled no higher than water level: **$272.48**

Additional Bin Rental Per Week: **$62.96** Per Week **Cost For Additional Dump:** **$197.53** Per Pick-up
Excess Per Yard If Filled Above Water Level **$62.18** **Per Cubic Yard**

DROP BOX / COMPACTOR RATES: Cost shown is on a per pick-up basis and is based upon the load not exceeding water level (Excess is charged the same rate). Additional Miscellaneous charges may also apply.

Rate Per Cubic Yard: **Non-Compacted:** **$58.60** **Compacted:** **$117.20**

Organic material is charged at 50% of the non-compacted or compacted rate as appropriate.

MISCELLANEOUS DROP BOX CHARGES

Relocation of Drop Box	**$161.06**	Per Request
Weekly Drop Box Container Rental - After 1st Week	**$62.96**	Per Week
Cancel Auto Pick-up Without Notice	**$202.89**	Per Event
Handy Hauler Extra Week Rental	**$62.96**	Per Week
Standby Time	**$264.44**	Per Hour

CONSTRUCTION & DEMOLITION (C&D) DEBRIS BOX SERVICES

C&D Debris Box Service: Costs shown are on a per pick-up basis

Material Type	Cubic Yards	Rate
Concrete & Asphalt		
Per Yard Clean		$131.77
Clean	6	$790.62
Mixed	6	$946.24
Cardboard		
Per Yard Clean		$26.36
Clean	20	$527.20
Clean	30	$790.80
Clean	40	$1,054.40
Dirt		
Clean	6	$790.17
Mixed	6	$946.24
Drywall		
Per Yard Clean		$63.06
Clean	20	$1,261.20
Wood		
Per Yard Clean		$26.36
Clean	20	$527.20
Clean	30	$790.80
Clean	40	$1,054.40

Material Type	Cubic Yards	Rate
Front End Loader		
Per Yard		$51.71
Mixed	4 (1/2 Full)	$103.42
Mixed	4	$206.84
Mixed	6 (1/2 Full)	$155.13
Mixed	6	$310.26
Mixed	7 (1/2 Full)	$180.99
Metal		
Metal	20	$614.81
Metal	30	$702.66
Metal	40	$878.35
Stucco		
Per Yard Clean		$131.77
Clean	6	$790.62
Mixed	6	$946.24
Mixed C&D		
Per Yard		$54.47
Mixed	15	$817.05
Mixed	20	$1,089.40
Mixed	30	$1,634.10
Mixed	40	$2,178.80

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Managing Tomorrow's Resources Today

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Southern California
www.hfh-consultants.com

MEMORANDUM

To:	Shannan Young, Environmental and Sustainability Manager – City of Dublin
From:	Rob Hilton, President – HF&H Consultants
	Dave Hilton, Senior Project Manager – HF&H Consultants
Copy to:	Debbie Jeffery, Manager – AVI
Date:	June 6, 2024
Subject:	Review of AVI's Compensation – Final Report

HF&H Consultants, LLC (HF&H) provides the enclosed report on our due diligence compensation review (Review) to verify Amador Valley Industries, LLC (AVI)'s compensation under the Amended and Restated Collection Service Agreement (Agreement) between the City of Dublin (City) and AVI. This report presents the scope of our due diligence review, the findings of our review, proposed conditions to the compensation of AVI based on our review, and our recommendations.

Scope of Work

We performed the following procedures as part of our review:

- Reviewed AVI's actual eligible costs during the prior rate period (FY 22/23), including the review of financial statements, tonnage reports, route operation statistics, and other supporting documentation to verify the accuracy and practicality of the costs associated with the Agreement;
- Verified the revenue generated from customer billings in order to assess the reasonableness and accuracy of the gross rate revenues as reported by AVI;
- Reviewed the current customer subscription data received from AVI multiplied by the current rated in order to calculate revenue received;
- Tested a limited judgement sample of commercial and residential customer accounts to verify the rates matched the current City-approved rate schedules;
- Applied the RRI methodology to convert 2023/24 eligible expenses into 2024/25 dollars; and,
- Determined the City's revenue requirement.

Findings

HF&H reviewed financial statements from AVI to verify AVI's compensation is consistent with an operating ratio not greater than 90%. This included reviewing financial statements, tonnage reports, route operation

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statistics, customer subscription, and other supporting documents. HF&H compared these financial ratios to what is allowed. Based on this review and the information obtained for AVI, HF&H has provided the results of this analysis to ensure that rate payers are not over-funding this operating ratio through collection rates.

HF&H reviewed the following sections described below:

Cost and Expenses Determination

Financial Statement

HF&H reviewed AVI's audit financial and verified the amounts with supporting documentation. HF&H reviewed operating expenses in the audited financials to actuals for the year to test the audited financials were accurate. We found no discrepancies during this section of the review.

City Fees

Section 4.04 of the Agreement states Contractor shall make payment to the City of a franchise fee, administrative fee, and such other fees as may be specified. Monthly fee remittances to the City were recalculated and verified per the language in the Agreement. We found no discrepancies during this section of the review.

Figure 1: Summary of Fees Recalculated by HF&H

Date	Franchise Fee	Administration Fee	C&D Fee	Total City Fees
Jul-22	$ 235,209	$ 100,701	$ 43,094	$ 379,005
Aug-22	244,302	104,594	42,129	391,025
Sep-22	233,662	100,039	69,119	402,820
Oct-22	294,646	126,148	51,049	471,844
Nov-22	254,444	108,936	44,506	407,885
Dec-22	232,311	99,460	51,156	382,928
Jan-23	921,892	394,694	38,756	1,355,342
Feb-23	259,306	111,018	33,329	403,652
Mar-23	326,979	139,991	22,766	489,735
Apr-23	253,144	108,380	47,380	408,903
May-23	913,823	391,239	25,578	1,330,640
Jun-23	233,543	99,988	49,110	382,640
Jul-23	258,916	110,851	11,068	380,835
Aug-23	240,537	102,982	38,565	382,085
Sep-23	266,976	114,301	44,589	425,865
Total	**$ 5,169,689**	**$ 2,213,322**	**$ 612,194**	**$ 7,995,205**

Tonnage Reports

HF&H reviewed AVI's annual and quarterly tonnage reports to the City and verified the amounts with supporting documentation. HF&H recalculated the tonnages in the reports and selected 40 weight tickets

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to verify the correct weight and tipping fee is applied. AVI provided the receipt with the correct tonnage and rate amounts. We found no discrepancies during this section of the review.

Route Operation Statistics

HF&H reviewed AVI's submitted operation statistics form for reasonableness and accuracy. We compared approximate jurisdictions to AVI's account, labor, and route information. Account information matched the subscription data provided. We reviewed route information for reasonableness by comparing route hours and the efficiency of lifts per route to jurisdictions with similar ratios. We found no discrepancies during this section of the review.

Revenue Review

HF&H reviewed customer services data to determine the accuracy of gross rate revenue reported by AVI. We utilized customer subscription data from AVI and multiplied by the 2022 service rate to verify AVI's audited financial. HF&H reviewed the reasonableness of AVI's method of calculating revenue and performed our own build-up of rate revenue based on actual fiscal year 2022-2023 revenue and determined the accuracy. We found no discrepancies during this section of the review.

Billing Review

HF&H reviewed 45 total invoices provided by AVI to test for systemic billing errors. We tested 15 residential, 15 multi-family, and 15 commercial class customers and noted the correct charge for each line item. We found no discrepancies during this section of the review.

Figure 2: Billing Testing

Customers	Accounts Tested	Number of Errors
Residential	15	0
Mulit-Family	15	0
Commercial	15	0
Total	**45**	**0**

Contractor Compensation

HF&H worked with AVI to adjust the current fiscal year (FY) 2022 – 2023 to reflect the audited financials and removal of excess profit. Figure 3 shows prior years rate application with HF&H's agreed compensation amounts in FY 6/30/23 column. AVI is in agreement with HF&H regarding the methodology of the financial review and the calculation of projected compensation elements moving on.

Exhibit 2 states the methodology used in calculating the following eight elements: 1. Collection Compensation Element; 2. Commercial Recycling Incentive Element; 3. Disposal Compensation Element; 4. Container Compensation Element; 5. Recycling Material Diversion Compensation Element 6. Organic Waste Diversion Compensation Element; 7. Vehicle and Administration Element; 8. Fee Compensation

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Element. HF&H review AVI's FY2023 and FY2024 rate application. No discrepancies in calculation were found during this section of the review.

Figure 3: HF&H True Up Compensation

				HFH True Up Step 1	
				AVI Rate Model	
For Rate Change Effective Approved Budget for				7/1/2022 FY 6/30/23 Current	7/1/2023 FY 6/30/24 Needed
Contractor Compensation				Contractor Compensation	Calculated Contractor Compensation Ref. Page 2
Collection Compensation Element Excluding Officer Compensation				$ 13,537,422	**$ 14,892,240**
Collection Compensation Element - Officers Compensation			Frozen	840,000	**840,000**
Commercial Recycling Compensation Element				421,795	**$451,194**
Commercial Recycling Compensation Element Reduction Amount			Frozen	(421,795)	(421,795)
Disposal Compensation Element			Standard Formula	1,353,693	**1,338,234**
Container Compensation Element				321,578	**330,711**
Recycling Material Diversion Compensation Element					
Recyclable Material Processing Cost (7/1/21- 6/30/22)				1,216,902	
Recyclable Material Processing Cost (7/1/22-6/30/23)			Calc		**1,196,893**
Organics Compensation Element		**All ORG**	Calc	1,101,963	**653,628**
Commercial Food Waste Compensation Element			Calc	-	336,200
Vehicle & Admininistration Asset Replacement Element				1,611,549	**1,611,549**
Total Costs before Franchise Fees				**19,983,107**	**21,228,854**
6. Fee Compensation Element	City Fees Current	City Fees Needed			
Franchise Fee	16.35%	16.35%			
Admin Fee	7.00%	7.00%			
Total	23.35%	23.35%		6,087,483	6,466,976
7 Total Calculated Compensation				**26,070,590**	**27,695,830**
Add Cost of Mid Year Dump Rate Changes					
Less Former City Organic Subsidy					
Rounding					-
Required Compensation from Rates				**$ 26,070,590**	**$ 27,695,830**
Forecasted Revenue using Current Rates and	Dec. 2022				26,873,349
Required Rate Increase					**$ 822,481**
Average Rate Increase Percentage					**3.06%**

MEMORANDUM

Methodology of Rate Adjustment

The following sections summarizes HF&H's process in calculating the rate adjustment factor. We adjusted the financials to address the true up necessary from the compensation review. HF&H follows the methodology set forth by the Agreement to forecast FY24-2025 rate adjustment. HF&H recommends a 0.92% in rate adjustment following methodology of AVI's FY2024 rate application:

Refuse Rate Index Adjustment (RRI)

Article 5.05.1.1 of the Agreement contains a detailed methodology for incorporating index and labor changes in the annual rate adjustment to find the value of the RRI factor. The calculation begins with the percent change in Labor according to the Teamster Union Local 70 Contract, vehicle maintenance index, and consumer index. We found the operating cost categories using the audited financials. The cost of the total expenses is used to find the weight of each cost category in relation to total cost. The weighted percentage of the costs are multiplied by the by the percentage change in the calculated indexes to get an RRI factor. The RRI factor used in AVI's submitted application is 4.06%.

Commercial Recycling Compensation

Article 5.05.7.4 of the Agreement states the commercial recycling compensation element shall be the initial commercial recycling compensation element stated in Article 5.05.7.3 minus the commercial recycling compensation reduction amount of $421,795. Article 5.05.7.3 states the annual commercial recycling compensation element adjustment shall be calculated by multiplying the commercial recycling compensation element times (one plus the sum of the RRI factor and the ATG (annual tonnage growth) factor). The forecasted commercial recycling compensation element is $47,717 ($469,512 - $421,795).

Adjusting Rates to Reflect Changes in Landfill / Disposal Cost

Article 5.05.3 states annual disposal compensation element adjustment shall be calculated by multiplying the disposal compensation element times (one plus the AT (annual tonnage) factor and multiplying the result, (the disposal compensation element adjusted for growth), times (one plus the ATF (annual tip fee) factor) as show in Exhibit 2. The growth of tonnage has decreased resulting in an annual tonnage factor of -6.98% and the annual tipping fee factor is 1.82% based on the growth of approved tip fee. The forecasted disposal compensation element is $1,267,481.

Container Compensation Element

Article 5.0535 states the container compensation element represents the amortized cost of carts and bins over the lifetime of the Agreement and shall not be adjusted except to account for customer growth through the use of the AG (annual growth) factor. The AG factor for year end 2023 is 1.31%. Prior year container compensation of $330,771 is multiplied by the AG factor to get FY2024 cost. The forecasted container compensation element cost is $335,043.

Recycling Material Diversion Compensation Element

Article 5.05.8 of the Agreement states recycling materials division compensation element is calculated annually by multiplying (a) the actual tonnage of recyclable materials delivered by contractor in prior

MEMORANDUM

calendar year (January 1 – December 31) by the anticipated per-ton tip fee to be charge by such MRF during the subsequent Agreement year. The forecasted recycling materials division compensation element cost is $1,157,932.

Organic Waste Diversion Compensation Element

The organic waste is made up of two categories, commercial food waste and all other organic waste. Both categories will be calculated in the same manor. Article 5.05.9 of the Agreement states organic waste materials division compensation element is calculated annually by multiplying (a) the actual tonnage of organic waste materials delivered by contractor in prior calendar year by the anticipated per-ton tip fee to be charge by the organic waste processing facility during the subsequent Agreement year. The forecasted commercial food waste cost is $426,423 and all other organic waste $675,540.

Vehicle and Administration Element

Article 5.18 of the Agreement states beginning July 1, 2020 the baseline Vehicle and Administration Asset Element shall be set at $1,595,575. That amount was increased to $1,611,549 to account for additional costs associated with SB 1383. The baseline amount shall not be subject to the annual rate adjustment. The forecasted vehicle and administration element cost is fixed at $1,611,549.

Fee Compensation Element

Article 5.05.6 states fee compensation shall always be equal to the sum of the collection element, disposal compensation element, and container compensation (base compensation) divided by [1 minus the sum of the then current fee percentages] minus the base compensation. The fee compensation is made up of the franchise fee and administrative fee.

Article 4.04.1 states the franchise fee percentage shall 16.35% with respect to revenue received for services performed by contractor after June 30, 2021 and during the remaining term of this Agreement unless adjusted by the City. Article 4.04.2 states the administrative fee percentage shall be 7.00% with respect to revenue received for services performed by contractor after June 30, 2021 and during the remaining term of this Agreement unless adjusted by the City. The forecasted fee compensation element is $6,720,645.

Rates Projected to Meet Total Compenstion

The following table summarizes the difference in AVI's FY22-2023 audited financial total compensation of $26,070,590 to provide franchised services and AVI's proposed cost for FY24-2025. Based on our review of the compensation and methodology of the application described in this report, we have determined that a recommended 0.92% overall rate increase is consistent with the rate-setting methodology described in the Agreement.

MEMORANDUM

Figure 4: 2 Year Forecast of Collection Service Compensation

	FY 22-2023	FY 24-2025 (Proposed Costs)	Absolute Change	Percent Change
Collection Compensation Element	$13,537,422	$15,699,874	$2,162,452	16%
Collection Comp. Element - Officer Compensation	$840,000	$840,000	$0	0%
Commercial Recycling Compensation Element	$421,795	$469,512	$47,717	11%
Com. Recycling Comp. Element Reduction Amount	($421,795)	($421,795)	$0	0%
Disposal Compensation Element	$1,353,693	$1,267,481	($86,212)	-6%
Container Compensation Element	$321,578	$335,043	$13,465	4%
Recycling Materials Diversion Compensation Element	$1,216,902	$1,157,932	($58,970)	-5%
Organic Waste Diversion Compensation Element	$1,101,963	$1,101,963	$0	0%
Vehicle and Administration Asset Element	$1,611,549	$1,611,549	$0	0%
Fee Compensation Element	$6,087,483	$6,720,645	$633,162	10%
Total Costs	**$26,070,590**	**$28,782,204**	**$2,711,614**	**10%**

MEMORANDUM

Figure 5: RRI Methodology

			HFH True Up Step 2	
			AVI Rate Model	
For Rate Change Effective			7/1/2023	7/1/2024
Approved Budget for			FY 6/30/24	FY 6/30/25
			Current	Needed
Contractor Compensation			Contractor Compensation	Calculated Contractor Compensation Ref. Page 2
Collection Compensation Element Excluding Officer Compensation			$ 14,892,240	**$ 15,699,874**
Collection Compensation Element - Officers Compensation		Frozen	840,000	**840,000**
Commercial Recycling Compensation Element			451,194	**$469,512**
Commercial Recycling Compensation Element Reduction Amount		Frozen	(421,795)	(421,795)
Disposal Compensation Element		Standard Formula	1,338,234	**1,267,481**
Container Compensation Element			330,711	**335,043**
Recycling Material Diversion Compensation Element				
Recyclable Material Processing Cost (7/1/22- 6/30/23)			1,196,893	
Recyclable Material Processing Cost (7/1/23-6/30/24)		Calc		**1,157,932**
Organics Compensation Element		Calc	653,628	**675,540**
Commercial Food Waste Compensation Element		Calc	336,200	426,423
Vehicle & Admininistration Asset Replacement Element			1,611,549	**1,611,549**
Total Costs before Franchise Fees			**21,228,854**	**22,061,559**
6. Fee Compensation Element	City Fees			
	Current	Needed		
Franchise Fee	16.35%	16.35%		
Admin Fee	7.00%	7.00%		
Total	23.35%	23.35%	6,466,976	6,720,645
7 Total Calculated Compensation			**27,695,830**	**28,782,204**
Add Cost of Mid Year Dump Rate Changes				
Less Former City Organic Subsidy				
Rounding				-
Required Compensation from Rates			**$ 27,695,830**	**$ 28,782,204**
Forecasted Revenue using Current Rates and	Dec. 2023			28,520,902
Required Rate Increase				**$ 261,302**
Average Rate Increase Percentage				**0.92%**

MEMORANDUM

Recommendation

After review of AVI's financial statements, tonnage reports, route operation statistics, contractor compensation and other supporting documentation, we recommend the City adopt a 0.92% rate increase applied it all rates in accordance with Article 5 of the Agreement.

Proposed vs. Current Rates
(Selected Service Levels Representing Most Common Subscriptions)

COMPARISON OF SELECTED RATES
Current (2023/2024) vs Proposed (2024/2025)

Residential -Monthly Rates	Current Rate	Proposed 2024/2025	Proposed Increase over 2023/2024 $	%
Minimum Residential (32) Gallon	$42.53	$42.92	$0.39	0.92%
64 Gallon Residential	$78.12	$78.84	$0.72	0.92%
96 Gallon Residential	$113.72	$114.77	$1.05	0.92%
Sample rate categories represent 100% of residential customers				
Commercial -Monthly Rates				
32 Gallon Cart	$48.23	$48.67	$0.44	0.92%
64 Gallon Cart	$88.58	$89.39	$0.81	0.92%
96 Gallon Cart	$128.83	$130.02	$1.19	0.92%
1 Yard - 1 time / wk	$206.36	$208.26	$1.90	0.92%
2 Yard - 1 time / wk	$412.72	$416.52	$3.80	0.92%
3 Yard - 1 time / wk	$619.08	$624.78	$5.70	0.92%
3 Yard - 2 times / wk	$1,289.51	$1,301.37	$11.86	0.92%
4 Yard - 1 Time / wk	$825.44	$833.03	$7.59	0.92%
4 Yards - 2 times / wk	$1,702.23	$1,717.89	$15.66	0.92%
Represents 75% of 2023 commercial customers				
Drop Box - Rates Per Service				
20 Yard Loose	$1,161.40	$1,172.08	$10.68	0.92%
30 Yard Loose	$1,742.10	$1,758.13	$16.03	0.92%
40 Yard Loose	$2,322.80	$2,344.17	$21.37	0.92%
Represents 87% of 2023 non-compacted Drop Box Subscriptions				
30 Yard Compacted	$3,484.20	$3,516.25	$32.05	0.92%
Represents 16% of the 2023 compacted Drop Box Subscriptions				
Handy Hauler Available To Residents	$270.00	$272.48	$2.48	0.92%

LOCAL AREA RATE COMPARISON
2024 Garbage Rate Comparison Survey (Prepared: June 6, 2024)
Comparison With Proposed Rates

Residential	*Reference* Pleasanton	Livermore	Castro Valley	San Ramon	3 City Average	Proposed Dublin Basic Rate	% Proposed From Avg	Current Rate	% Increase over Prior FY
1 Can Residential (32-35 Gallon)	$ 31.55	$ 44.60	$ 53.39	$ 50.78	$ 49.59	$ 42.92	-18.30%	$ 42.53	0.92%
1 Can Residential (64-70 Gallon)	n/a	$ 66.26	$ 92.73	$ 83.61	$ 80.87	$ 78.84	-2.51%	$ 78.12	0.92%
1 Can Residential (90-96 Gallon)	$ 55.04	$ 103.47	$ 132.04	$ 133.17	$ 122.89	$ 114.77	-6.61%	$ 113.72	0.92%

Residential Notes:

Dublin: Basic rate includes 32-gallon garbage can (weekly pick-up);Weekly 64-gallon organics can; Weekly 64-gallon curbside recycling can; lager size and/or additional organic and recycling carts available free upon request; compost give-back and 3 on-call bulky waste clean-ups per year including items such as electronic waste, household batteries, tires, white and brown goods.

Livermore: FY 2023-24; Basic rate includes 32-gallon garbage can (weekly pick-up); Weekly 96-gallon organics can; Weekly 96-gallon curbside recycling can.

San Ramon: Calendar Year 2024 Rates, Basic rate includes 32-gallon garbage can (weekly pick-up); Two weekly 64-gallon green waste can supplied by Company. ; at no extra cost; Two 64-gallon curbside recycling and organics cans or 96-gallon can available at no extra cost, and 3 special clean-ups per year.

Castro Valley: Fiscal Year 2023-24 Rates - 32 Gallon Service includes 32 gallon trash cart, 32 gallon green/food scrap cart and 32 gallon recycling cart. 96 Gallon service inlcudes a 96 gallon trash cart, 96 gallon green/food scrap cart and a 96 gallon recycling cart. Residents can request an additional recycling cart at no additional cost

Pleasanton: FY 2023-24 Rates; 35 Gallon Service includes 35 gallon trash cart, 96 gallon green/food scrap cart and 96 gallon recycling cart. 96 Gallon service includes a 96 gallon trash cart, 96 gallon green cart and a 96 galon recycling cart. Both services have weekly pickups

Commercial	*Reference* Pleasanton	Livermore	Castro Valley	San Ramon	3 City Average	Proposed Dublin	% Proposed From Avg	Current Rate	% Increase over Prior FY
1 Yard - 1 time / wk	$ 141.23	$ 130.71	$227.00	$ 249.37	$ 202.36	$ 208.26	2.91%	$ 206.36	0.93%
2 Yard - 1 time / wk	$ 282.42	$ 261.40	$397.84	$ 463.17	$ 374.14	$ 416.52	11.33%	$ 412.72	0.93%
3 Yard - 1 time / wk	$ 423.66	$ 392.12	$552.06	$ 641.25	$ 528.48	$ 624.78	18.22%	$ 619.08	0.93%
3 Yard - 2 times / wk	$ 882.55	$ 816.84	$1,004.58	$ 1,282.54	$ 1,034.65	$ 1,301.37	25.78%	$ 1,289.51	0.93%
4 Yard - 1 Time / wk	$ 564.89	$ 522.83	$847.49	$ 783.71	$ 718.01	$ 833.03	16.02%	$ 825.44	0.93%
4 Yards - 2 times / wk	$ 1,176.77	$ 1,089.14	$1,617.05	$ 1,567.45	$ 1,424.55	$ 1,717.89	20.59%	$ 1,702.23	0.93%

Castro Valley: charges 67% of the commercial garbage rate for recycling and 124% for organics
Dublin: charges 50% of the regular commercial rate for Organics and 25% for commercial recycling
San Ramon: charges 50% of the regular commercial rate for commercial recycling and organics
Livermore: charges for recycling and organics at 80% of the regular commerical rate.
Pleasanton: Charges 80% of the commercial rate for recycling and organics

Drop Box									
20 Yard Loose	$ 1,148.00	$ 780.49	$1,041.73	$ 1,627.88	$ 1,150.03	$ 1,172.08	1.92%	$ 1,161.40	0.93%
30 Yard Loose	$ 1,527.81	$ 1,134.61	$1,670.45	$ 1,871.63	$ 1,558.90	$ 1,758.13	12.78%	$ 1,742.10	0.93%
40 Yard Loose	$ 1,907.61	$ 1,488.74	$2,227.07	$ 2,115.33	$ 1,943.71	$ 2,344.17	20.60%	$ 2,322.80	0.93%
30 Yard Compacted	$ 2,667.19	$ 3,012.89	$3,109.17	$ 3,142.37	$ 3,088.14	$ 3,516.25	13.86%	$ 3,484.20	0.93%

Pleasanton: Charges a $388 monthly rental fee
Livermore: rates do not include the cost of disposal/processing, which is assesed after collection. Staff has included an estimate cost with the above for comparison.
San Ramon: charges a one ton minimum; Staff has included a probable disposal cost for comparison purposes.
Every effort has been made to assure the accuracy of the information and comparison of similar levels of service according to our understanding of other agency rates.

Adoption of Rates for Garbage Collection, Disposal, and Recycling

June 25, 2024

DUBLIN
CALIFORNIA

Background

- Agreement with AVI provides for an annual rate adjustment.
- Adjustments are based on CPI Indexes, number of billed units serviced, tonnage collected and disposal fees.
- Third Party Financial Review (every three years).
- Results in a 0.92% ($0.39 per month) increase.

Dublin Rates

- City of Dublin Basic Residential Service - $42.92
- Basic Residential Services is included on Property Tax.

Current Year Rates	Proposed Rates	Monthly Difference	Annual Difference
$42.53	$42.92	$0.39	$4.68

Financial Review

- Engaged HF&H
- Two Part Review
  - Review operations and related documents
  - Compensation review (audited financial statements)

Financial Review

- Part1 – Review operations and related documents
  - Financial Statements
  - City Fees
  - Tonnage Reports
  - Route Operation Statistics
  - Revenue
  - Billing
  - Contractor Compensation Calculation
- No Discrepancies Found

Financial Review

- Part 2 – Compensation Review
  - Industry Standard 90% operating margin
  - HF&H determined revenue exceeded 90% threshold by $292,182.

	FY 2022-23 (Actual)	FY 2022-23 (Audit)	Difference (+/-)
Total Revenue Required	$26,362,772	$26,070,590	($292,182)

Financial Review

- Reduced revenue requirements for FY 2022-23 and FY 2023-24 to calculate FY 2024-25.

	FY 2022-23 (Audited)	FY 2023-24 (Audited)	FY 2024-25
Total Revenue Required	$26,070,590	$27,695,830	$28,782,204

Annual Rate Adjustments

- **Refuse Rate Index Adjustment (RRI)**
  - Based on changes to four Consumer Price Index (CPI), weighted based on AVI's annual costs.
- **Annual Growth (AG)**
  - Compares revenue at two points in time (Prior Year -January & December) to capture increase in number of units served. **Note: If change is negative, set at 0%.**
- **Approved Tip Fee (ATF)**
  - Increase in per ton charges for landfill fees for waste.
- **Annual Tonnage (AT)**
  - Change in amount of year-over-year total refuse disposed (Garbage, Organics, Recycling).

Overview of Cost Elements

1. **<u>Collections Element</u>**
   - Cost associated with the collection of garbage, organics and recycling including:
     - Salaries & Benefits
     - Equipment Operation & Maintenance
     - Material Processing
     - General Administration Costs
     - Operating Ratio
   - Annual Adjustment Calculated
     - RRI Increase (RRI) & Annual Growth (AG)

Overview of Cost Elements

2. **Commercial Recycling Elements**
   - To incentivize AVI to increase commercial recycling
   - Annual Adjustment calculated
     - RRI Increase (RRI) and Annual Tonnage (AT)
3. **Container Compensation Element**
   - Represents the cost of replacing carts and bins
   - Annual Adjustment calculated
     - Annual Growth Factor (AG)

Overview of Cost Elements

4. **Waste Disposal**
   - City has agreement with Waste Management
   - Annual Adjustment Calculated
     - Annual Tonnage (AT) and Annual Tip Fee (ATF)
5. **Recycling Disposal**
   - Recyclable Material processed at ACI – San Leandro
     - City does not have an agreement (Pay Market Rate)
   - Annual Adjustment Calculated
     - Annual Tonnage (AT) and Annual Tip Fee (ATF)

Overview of Cost Elements

6. **<u>Organics Disposal</u>**
   - Non-Commercial Organics processed at Waste Management Central Valley Compost or Altamont Pass Organic Facility
   - Commercial Organics processed at Recology's Blossom Valley Facility
     - AVI has 3-year agreement in place
   - Annual Adjustment Calculated
     - Annual Tonnage (AT) and Annual Tip Fee (ATF)

Overview of Cost Elements

7. **<u>Vehicle and Administration Element</u>**
   - To capture all costs associated with replacing 2/3rds of fleet and all other capital assets
   - Costs will be reconciled once vehicles are purchased
   - Not updated by annual adjustments
8. **<u>Fee Element</u>**
   - Amount paid to City for franchise and administrative fee
   - Adjusted annually based on a percentage of AVI's revenue

Annual Rate Adjustment

Elements	FY 2023-24 (Audited)	FY 2024-25 (Proposed)	Difference
Collection Element	$15,732,240	$16,539,874	$807,634
Commercial Recycling Compensation Element	$29,399	$47,717	$18,318
Disposal Compensation Element	$1,338,234	$1,267,481	($70,753)
Container Compensation Element	$330,711	$335,043	$4,332
Recycling Disposal Element	$1,196,893	$1,157,932	($38,961)
Organics Disposal Element	$989,828	$1,101,963	$112,135
Vehicle and Administration Element	$1,611,549	$1,611,549	$0
Fee Compensation Element	$6,466,976	$6,720,645	$253,669
Total	**$27,695,830**	**$28,782,204**	**$1,086,374**

Recommendation

- Conduct the Public Hearing, Deliberate and Approve the Resolution Amending the Schedule of Service Rates for Integrated Solid Waste Services; and
- Approve the Resolution Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2024-2025.

Agenda Item 6.2

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: June 25, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Adoption of Master Fee Schedule
Prepared by: Darlynn Haas, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider adoption of a new Master Fee Schedule (MFS), based on information contained in the User Fee Study and Cost Allocation Plan presented to the City Council on June 4, 2024. The proposed MFS also includes an annual adjustment to Parks and Community Services Fees, which were reviewed and recommended for approval by the Parks and Community Services Commission at its April 15, 2024 meeting.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and adopt the **Resolution** Adopting a Master Fee Schedule for Services Provided by the City.

FINANCIAL IMPACT:

The fiscal impact will be based on the activity levels after the new fees are adopted and in place. Based on the activity levels from Fiscal Year 2023-2024, an additional $848,605 would be recovered as follows:

Type	Projected Revenue
2023 Fee Study Updates	$570,679
Technology Fee	$150,000
Credit Card Fee	$127,926
Total	**$848,605**

The projected increase in revenue does not include Parks and Community Services fees.

DESCRIPTION:

Background

At the City Council meeting on June 4, 2024, the City Council received an informational report

related to the results of the City's comprehensive User Fee Study and Cost Allocation Plan. (Attachment 3).

The City's current fee and cost recovery model was developed using budgetary data from Fiscal Year 2017-18 and was adopted by the City Council in June 2018. Certain fees have been updated annually to keep pace with increases in the City's costs for providing services, based on changes in the preceding December Consumer Price Index (Bureau of Labor Statistics, San Francisco-Oakland Urban Wage Earners and Clerical Workers) as prescribed by the City's User Fee Policy.

The updated User Fee Study and Cost Allocation Plan will allow the City to establish a Master Fee Schedule (MFS) that is based on actual current costs, which ensures fairness and equity of fees and that fee amounts are defendable against an audit.

Proposed Master Fee Schedule

The MFS reflects feedback provided by the City Council at the June 4 meeting during the discussion on the User Fee Study. It also includes Parks and Community Services (PCS) fees, which are not required to be included as part of a fee study but are set at market rate. These fees are reviewed and updated annually according to the PCS Pricing Policy adopted by the City Council in June 2016. The Pricing Policy allows the fees to be set annually as part of the MFS, provides a certain level of authority to the PCS Director to increase rates during the year (up to 20%) provided that these fees are then documented in the upcoming Master Fee Schedule, and allows the PCS Director to establish rates during the fiscal year should new classes be added during that period. The PCS Commission reviewed the recommended fees for Fiscal Year 2024-25 at its April 15, 2024 meeting and recommended them for City Council's approval. The Staff report provided to the Commission, which highlights proposed adjustments, is included as Attachment 4 to this report.

With approval of the MFS, all non-development-related fees would become effective July 1, 2024 with all development fees becoming effective for work performed beginning September 1, 2024. State Law dictates "Any action adopting a fee or charge, or increasing a fee or charge adopted, upon a development project...which applies to the filing, accepting, reviewing, approving, or issuing of an application, permit, or entitlement to use shall be... effective no sooner than 60 days following the final action on the adoption of the fee or charge or increase in the fee or charge." Staff is recommending Development Fees go into effect at the beginning of the month to minimize additional administrative work for both City staff and City contractors.

With the exception of certain fees, (those set by statute and PCS fees) the MFS will be updated annually to reflect changes in CPI, per the City's User Fee Policy.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A notice was placed in the *East Bay Times* on June 8, 2024 and June 15, 2024, notifying the community of the City Council's consideration of proposed changes to existing fees and overhead rates as well as new fees resulting from the fee study.

The City sent notices to "Interested Parties" who have notified the City Clerk of their interest in receiving notices regarding fee changes.

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Adopting a Master Fee Schedule for Services provided by the City
2) Exhibit A to the Resolution–City of Dublin Master Fee Schedule, FY 2024-25
3) June 4, 2024 Staff Report without attachments
4) April 15, 2024 PCSC Staff Report with Attachment 2 (Pricing Policy)

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ADOPTING A MASTER FEE SCHEDULE FOR SERVICES PROVIDES BY THE CITY

WHEREAS, the City of Dublin seeks to efficiently manage limited resources and in order to respond to increased service demands, it needs a variety of tools These tools provide assurance that the City has the best information and the best resources available to make sound decisions, fairly and legitimately set fees, maintain compliance with state law and local policies, and meet the needs of its constituency; and

WHEREAS, California local governments may charge fees for a number of services that they provide, including for processing applications for development of real property. These fee amounts may not exceed a reasonable estimate of the cost of providing the services. Fees in California are required to conform to the statutory requirements of the California Constitution, particularly provisions added by Proposition 218 and 26, and the California Code; and

WHEREAS, the City retained the services of Matrix Consulting, Ltd. (Matrix) to assist with a comprehensive update of the fees-for-service for administrative services, fire, police, building, planning, housing and public works: engineering and environmental services. Working with City staff, Matrix calculated the full cost associated with providing those services, which includes both indirect and direct costs of labor and materials; and

WHEREAS, once the costs of providing services had been determined, City staff and Matrix were able to update fees to reflect the total recoverable amount that reflects the estimated reasonable cost of providing each service. The methodology for developing all fees is provided in a Cost Recovery Study, dated May 2024 (the "Report"). The Report is on file with the City Clerk. The proposed fees are set forth in **Exhibit A** to this Resolution; and

WHEREAS, fees and charges for recreation programs set forth in **Exhibit A** were reviewed by the Parks and Community Services Commission on April 15, 2024, prior to being presented to the City Council for consideration; and

WHEREAS, a public hearing has been noticed and held in accordance with Government Code Sections 6062a, 66016, 66017 and 66018. At least 10 days prior to the public hearing, the City made available to the public data indicating the estimated cost required to the services for which the fees are charged and the revenue sources anticipated to provide the service; and

WHEREAS, the California Environmental Quality Act (CEQA) does not apply to the amendment of these fees, pursuant to Sections 15061 and 15273 of the State CEQA Guidelines because the fees will be collected for the purposes of meeting operational expenses and maintaining service to those that request it. While development fees will be collected at the application stage of the project, CEQA review will take place during the processing of the project. Therefore, it can be seen with certainty that the adoption of this Resolution establishing processing fees will not have a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin adopts the Master Fee Schedule attached as **Exhibit A.**

BE IT FURTHER RESOLVED, that fees identified as Non-Development fees in said Master Fee Schedule, shall be effective beginning July 1, 2024. Fees identified as Development fees in said Master Fee Schedule shall be effective September 1, 2024. For those items billed as "time and materials," the fees and overhead rates shown in **Exhibit A** shall be applicable to services provided beginning September 1, 2024.

BE IT FURTHER RESOLVED, that upon adoption of this resolution it shall supersede fees identified in the following Resolutions previously adopted by the City Council: Resolution 85-18 (Adopting a Master Fee Schedule for Services Provided by the City and Resolution 67-23 (Adopting an Annual Update to the Master Fee Schedule for Services Provided by the City).

BE IT FURTHER RESOLVED, that except as otherwise designed in **Exhibit A**, the fees therein shall be automatically adjusted annually using the adjustment methodology in Resolution No. 160-12 Establishing a User Fee Cost Recovery Policy adopted by the City Council on September 4, 2012.

PASSED, APPROVED AND ADOPTED this 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF DUBLIN MASTER FEE SCHEDULE, FY 2024-25

#	Item / Service	Description / Unit	Fees through 6/30/24	Fee Effective 7/1/24	Fee Effective 9/1/24
Section 1.0: General & Administrative					
120	Photocopies – (first page or 1-page document)	Reproduction of documents / cost for first page	$0.50*	$0.50*	
121	Photocopies – (each additional page)	Reproduction of documents / cost per page after first page	$0.10*	$0.10*	
122	Mailing of photocopies	Documents where a physical copy is requested to be mailed / per mailing	Actual Postage	Actual Postage	
123	Retrieval of public documents	*(Info Only* - Established by State Law) Costs incurred for locating or collecting records / staff time	No Charge – Is included in per page cost	No Charge – Is included in per page cost	
124	Copies of Political Reform Act 1974 Documents (Ca Govt Code 81008)	*(Info Only* - Established by State Law), any related documents / per page	$0.10*	$0.10*	
125	Political Reform Act Retrieval (Ca Govt Code 81008)	*(Info Only* - Established by State Law) - retrieval of documents over 5 years old / per request includes multiple documents requested at the same time	$5.00**	$5.00**	
126	Bound documents, reports including Budget; CAFR; etc.	General documents which shall not exceed the combined cost if the per page rate in Fee #120/#121 is used / per document	Not to exceed actual cost – As determined by City Manager or designee	Not to exceed actual cost – As determined by City Manager or designee	
127	Special Copies: · Plans and Specifications For Construction · Maps · Aerial Photographs	Construction project plans and specifications; maps; may include oversized pages / per document	Not to exceed actual cost – As determined by City Manager or designee	Not to exceed actual cost – As determined by City Manager or designee	
128	General Overhead	Unless defined elsewhere General City Overhead to be used for developing equivalent fees and charges / applied to actual costs	64.8%*	24.48%*	
129	Equivalent Fees and Charges	Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / Case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead.	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	
130	Electric Vehicle Charging Station Fee	Per kilowatt Hour fee (kWh) to help recover the cost of electricity to the City	$0.33 cents per kWh plus EVCS service surcharge while plugged in to City-owned EV charging stations	$0.33 cents per kWh plus EVCS service surcharge while plugged in to City-owned EV charging stations	
131	Passport Execution Fee	The Department of State has set the acceptance fee at $35 for jurisdiction who process Passport application	$35.00**	$35.00**	
132	Passport Application Fee	The Application Fee which is collected on behalf of the US Department of State, will be charged at the current rate as specified by the US Department of State. These costs may also include any charges for delivery of the application.	Actual Cost	Actual Cost	
133	Pasport Photo Fee	Per session	New	$20.00	
134	Digital Recording of Council Meetings	Per CD/DVD/Flashdrive	New	$0.50	
135	Technology Surcharge	Percent of permit cost	New	2%	
136	Credit Card Transaction Fee	Percent of transaction where applicable	New	3%	

Section 1.1: Finance / Business License					
Per Senate Bill 234, the City cannot impose a business license fee for small or large family daycare					
160	First Returned Check Fee (Ca. Civil Code 1719 (a)(1)	*(Info Only* - Established by State Law) Payments received via check when the payment is declined is declined by the bank / per check	$25.00 Set by State Law**	$25.00 Set by State Law**	
161	Subsequent Returned Check Fee (Ca. Civil Code 1719 (a)(1)	*(Info Only* - Established by State Law) Payments received via check when the payment is declined is declined by the bank / per check after first	$35.00 Set By State Law**	$35.00 Set By State Law**	
162	Annual Business Registration (License)	Annual Business License / per business	$29.00	$29.00	
164	New Business Registration (License)	Registration fee	$106.00	$106.00	
165	Itinerant Business Registration (License)	Daily to a maximum of 5 days / per day	$48.00/day - Max. $240 per year	**Remove**	
166	Temporary Business Registration (License)	Temporary places of sale / daily	$48.00/day	**Remove**	

#	Item / Service	Description / Unit	Fees through 6/30/24	Fee Effective 7/1/24	Fee Effective 9/1/24
167	Master Business Registration (License)	Master license for organizer / per permitted event	$44.00	**Remove**	
168	Business License Transfer Dublin Municipal Code	Transfer is substantially similar to the ownership existing before the transfer / per transfer	$70.00	$70.00	
169	Duplicate Business License Dublin Municipal Code Chapter	Replace any license previously issued license	$26.00	$26.00	
170	Delinquent Business License Processing Fee	Per License	$29.00	$17.00	
171	Contract Retention Escrow Fee	Contractors may elect to have retention amounts paid to a third party escrow / per payment	$73.00	$101.00	
Section 1.2: Administrative Fees - Impact Fee Credit Agreement Administration					
408	Impact Fee Credit Statement	Per statement - Developers who request statements for credit balance	$137.00	$159.00	
409	Original/Transfer agreement to establish a Park Land/Affordable Unit Impact Fee Credit	Flat fee	$342.00	$249.00	
410	Original/Transfer agreement to establish a Traffic Impact or Park Improvement Impact Fee Credit	Flat fee	$342.00	$249.00	
411	Original/Transfer agreement to establish a Fire Impact Fee Credit	Flat fee	$342.00	$249.00	
412	Impact Fee Credit Application Processing Fee	Per invoice	$155.00	$186.00	
413	Impact Fee Credit Invoice Change Fee	Flat fee	$194.00	$234.00	
Section 2.0: Police Services- General (Fingerprints / Records / Vehicles/ Development)					
201	Livescan (Fingerprints)	Fingerprinting / per application - Outside Agency /DOJ Fees charged separately	$34.00	$39.00	
202	Fingerprint Card	Card / non-electronic prints - Outside Agency/DOJ Fees charged separately	$52.00	$58.00	
203	Police Report / Inspection Verification	(Info Only - Established by State Law) Authorized release of a copy of a Police Report / per report	$5.00 Flat**	$5.00 Flat**	
204	Records Subpoena (Subpoena Duces Tecum) Ca. Govt Code 6254(f) (1) and (2)	(Info Only - Established by State Law) Response to subpoena)	$15.00**	$15.00**	
205	Records subpoena: photos saved to CD	Duplication of photo records / per CD	$80.00	$158.00	
206	Visa Letter	Preparation of a Visa letter requested for foreign travel / per letter	$77.00	$43.00	
208	Fix-It Ticket Sign-Off	Sign-off on ticket not issued by Dublin Police Services / per citation	$10.00	$26.00	
209	Repossessed Vehicle Release - Ca. Govt Code 41612	(Info Only - Established by State Law) -Process and provide release document / per release	$15.00**	$15.00**	
210	Towed / Stored Vehicle Release	Provide release documentation for towed and/or stored vehicle / per vehicle	$100.00	$90.00	
211	Vehicle Release - CA Vehicle Code 22651	Per Vehicle	New	$9.00	
Section 2.1: Police Services- Permits					
220	Alcohol Beverage Control (ABC) – One Day Permit	Issuance of documents required for an application to ABC / per application (Police Chief may waive for Dublin-based non-profit)	$94.00	$187.00	
221	Bingo Permit (Dublin Municipal Code Chapter 5.44)	Annual license issuance per the Municipal Code / per application	$136.00	$166.00	
222	Dance Permit (Dublin Municipal Code Chapter 5.52)	Processing of a dance permit per the municipal code / per permit	$136.00	$200.00	
223	Fortune Teller Permit (Dublin Municipal Code Chapter 4.08)	Processing of a fortune teller permit per the municipal code / per permit	$136.00	$200.00	
224	Gun Dealer Permit	Processing of a Gun Dealer permit / per permit	$273.00	$357.00	
225	Massage Establishment – Initial (Dublin Municipal Code Chapter 4.20)	Processing of a massage establishment permit per the municipal code / per location	$464.00	$357.00	
226	Massage Establishment – Yearly (Dublin Municipal Code Chapter 4.20)	Annual permit after initial massage establishment permit / per permit	$296.00	$293.00	

#	Item / Service	Description / Unit	Fees through 6/30/24	Fee Effective 7/1/24	Fee Effective 9/1/24
228	Parade Permit (Dublin Municipal Code Chapter 5.12)	Processing of a parade permit per the municipal code / per event (permit only - service charges per 5.12.100 additional)	$254.00	$124.00	
229	Peddler Permit (Dublin Municipal Code Chapter 4.16)	Processing of a peddler permit per the municipal code / per application	$273.00	$124.00	
230	Secondhand Dealer Permit (Dublin Municipal Code Chapter 4.12)	Processing of a secondhand dealer permit per the municipal code / per permit	$273.00	$124.00	
231	Taxi Company (Owner) Permit - Initial (Dublin Municipal Code Chapter 6.76)	Processing of a taxi company (owner) permit per the municipal code / per initial permit	$273.00	$286.00	
232	Taxi Company (Owner) Permit – Renewal (Dublin Municipal Code Chapter 6.76)	Annual permit after initial Taxi Company (owner) permit / per permit	$273.00	$124.00	
233	Taxi Driver (Operator) Annual Permit – (Dublin Municipal Code Chapter 6.76)	Annual permit Taxi Driver (operator) permit / per permit	$273.00	$124.00	
234	Tobacco Retailer License (Dublin Municipal Code Chapter 4.40)	Annual license issuance per the Municipal Code / per license	$344.00	$102.00	
235	Massage Establishment - Employee Change Form	Per application	New	$102.00	
236	Massage Establishment - Amendment to Operations	Per application	New	$102.00	
237	Sidewalk Vending Permit	Each	New	$102.00	
238	Sidewalk Vending Permit - Amendment	Each	New	$102.00	
Section 2.2: Police Services- Hourly Rates					
PS1	Sheriffs Technician	Hourly rate for special services not otherwise defined / per hour	$110.00	$119.00	
PS2	Sheriff's Deputy	Hourly rate for special services not otherwise defined / per hour	$220.00	$213.00	
PS3	Sheriffs Sergeant	Hourly rate for special services not otherwise defined / per hour	$254.00	$255.00	
Section 4.1: Fire Prevention Services Plan Review & Inspection					
The fees for all plan review and inspection, fire alarm systems, fixed fire systems, and automatic fire sprinkler systems include one inspection and one re-inspection for each inspection type (e.g. weld, hydro, rough, pre-pour, functional, final, etc.). If a permit applicant elects to split inspections into small pieces such as by floor or by system; additional inspection fees will be due based upon the hourly rate.					
	Plan Review & Inspection				
240	New Construction up to 5000 sq. ft.	Per application	$670.00	$670.00	$557.00
241	New Construction 5000 sq. ft. to 45,000 sq. ft.	Per application	$1,443.00	$1,443.00	$1,193.00
242	New Construction >45,000 sq. ft.	Per application	$1,885.00	$1,885.00	$1,709.00
243	Tenant Improvement up to 5000 sq. ft.	Per application	$449.00	$449.00	$408.00
244	Tenant Improvement 5000 sq. ft. to 45,000 sq. ft.	Per application	$560.00	$560.00	$584.00
245	Tenant Improvement >45,000 sq. ft.	Per application	$670.00	$670.00	$760.00
246	Custom Single-Family Residence	Per application	$339.00	$339.00	$408.00
247	Processing, Review, Inspection & Approval of Licensed Care Facilities	Per application	$407.00	$407.00	$219.00
248	Review and Approval of Improvement plans and/or maps	Per application	$275.00	$275.00	$244.00
	Fire Alarm Systems – (New or Tenant Improvements)				
250	Fire Alarm System < 50 devices	Per application	$670.00	$670.00	$463.00
251	Fire Alarm System > 50 devices	Per application	$1,223.00	$1,223.00	$1,167.00
252	High-rise System	Per building	$1,995.00	$1,995.00	**Remove**
	Fixed Fire Protection Systems				
260	Medical Gas System	Per system	$670.00	$670.00	$463.00
261	Hood Duct System	Per system	$670.00	$670.00	$463.00
262	Halon or Clean Agent	Per system	$780.00	$780.00	$463.00
263	Spray Booth per booth	Per system	$560.00	$560.00	$463.00
	Automatic Fire Sprinkler Systems, Commercial– (New or Tenant Improvements)				
270	System < 20 heads	Base fee per system	$560.00	$560.00	$626.00
271	System > 20 heads	Base fee per system	$1,112.00	$1,112.00	$1,142.00
272	Plus amount per head in excess of 100 heads	Per head	$7.00	$7.00	$14.00
273	Underground Water Supply	Per system / tap	$1,112.00	$1,112.00	$790.00
	Automatic Fire Sprinkler Systems, Residential– (New and Alterations)				
275	NFPA 13 D master plan check and inspection	Per system	$890.00	$890.00	$953.00

#	Item / Service	Description / Unit	Fees through 6/30/24	Fee Effective 7/1/24	Fee Effective 9/1/24
276	Additional permits for already approved master plan	Per application	$670.00	$670.00	$764.00
277	NFPA 13R system (per unit, per building)	Per unit up to 50 units.	$890.00	$890.00	$1,142.00
278	NFPA 13 System	Per unit up to 50 units /Per System	$1,223.00	$1,223.00	$1,142.00
279	Underground Water Supply	Per system / tap	$1,223.00	$1,223.00	$790.00

In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver.

Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

Section 4.2: Fire Prevention Services Regulated Activities					
300	Annual Permits - Group 1	Aerosol, Open Flames & Candles, Fire Hydrants and Valves, Open Burning, Open Flames and Torches	$116.00	**Remove**	
301	Annual Permits - Group 2	Carbon Dioxide Systems, Cellulose Nitrate Film, Combustible Fiber Storage, Compressed Gases, Cryogenics, Dry Cleaning Plants, Combustible Dust Producing Operations, Floor Finishing, Fruit & Crop Ripening, Fumigation, Repair Garages, HPM Facilities, Hot Work Operations, LP Gas, Liquid or Gas Fueled Equipment in assembly buildings, Lumberyards, Motor Fuel Dispensing Facilities, Rooftop Heliports, Wood Products, Magnesium, Misc. Combustible Storage, Organic Coatings, Industrial Ovens, Cutting and Welding, Storage of Scrap Tires	$176.00	**Remove**	
302	Annual Permits - Group 3	Temporary Membrane Structures and Tents >400 sq. ft.	$236.00	**Remove**	
303	Annual Permits - Group 4	Aviation Facilities, Amusement Buildings, Carnivals & Fairs, Exhibits & Trade Shows, Explosives, Flammable or Combustible Liquids, Hazardous Materials, High Piled Storage, Places of Assembly, Pyrotechnical Special Effects Material, Pyroxylin Plastics, Refrigeration Equipment, Spraying & Dipping Operations, Production Facilities, Live Audiences	$296.00	**Remove**	
304	Annual Permits - Group 5	Tire Rebuilding Plants	$417.00	**Remove**	
305	Annual Permits - Group 6	Waste Handling	$537.00	**Remove**	
306	Annual Permits - Group 7	Covered and Open Mall Buildings	$778.00	**Remove**	
307	Equivalent Fees and Charges	Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / Case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead.	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	
308	Fire Code Operational Permits	Base (Min. 1 hr)	**New**	$163.51	
309	Each Addl. Hour	Each Additional Hour	**New**	$163.51	

Section 4.3: Fire Works Displays & Sales					
	Fire Works Displays				
350	Display Aerial Base Fee	Per event	$359.00	$790.00	
351	Additional amount per shell group 60 shells	If applicable added to base fee	$154.00	**Remove**	
352	Additional amount per shell group 61-120 shells	If applicable added to base fee	$275.00	**Remove**	
353	Additional amount per shell group 121-181 shells	If applicable added to base fee	$275.00	**Remove**	
354	Additional amount per shell group 181-240 shells	If applicable added to base fee	$275.00	**Remove**	
355	Additional amount per shell group > 241 shells	If applicable added to base fee	$395.00	**Remove**	
	Fire Works Sales				
356	Fireworks Stand Application	Processing and administration of fireworks stands	$159.00	$165.00	
357	Fireworks Stand Inspection	Cost to inspect sales locations	$220.00	$164.00	

Section 4.4: Fire Prevention Services- Hourly Rates					
FR1	Deputy Fire Marshall	Hourly rate for special services not otherwise defined / per hour	$220.00	**Remove**	
FR1	Fire Plan Checker II	Hourly rate for special services not otherwise defined / per hour	$220.00	$189.00	
FR2	Fire Code Compliance Officer	Hourly rate for special services not otherwise defined / per hour	$121.00	$164.00	

Section 5.1: Housing Services Program Fees

#	Item / Service	Description / Unit	Fees through 6/30/24	Fee Effective 7/1/24	Fee Effective 9/1/24
501	Below Market Ownership Units - Transaction Fee	Administration of the "For Sale" Inclusionary units / per unit per change in ownership – Including Initial	$3,057.00	$3,944.00	
502	Secondary Below Market Rate Unit - Transaction Fee	Administration of the "Second Units" designated to meet Affordable Program requirements / per unit per change in ownership – including Initial	$1,708.00	$1,574.00	
504	Annual Below Market Rate Rental Monitoring Fee - 20 units or less	Rental developments with Inclusionary units / per development with restricted rent	$1,428.00	$2,533.00	
505	Annual Below Market Rate Rental Monitoring Fee - 21 to 100 units	Rental developments with Inclusionary units / per development with restricted rent	$2,321.00	$3,461.00	
506	Annual Below Market Rate Rental Monitoring Fee - 101 + units	Rental developments with Inclusionary units / per development with restricted rent	$3,343.00	$5,183.00	
507	Annual Below Market Rate Rental Monitoring - Follow Up Compliance Fee	First follow up (base fee); additional follow up audits T&M	First Follow up $510.00 Additional - T&M	First Follow up $265 Additional - T&M	
508	Below Market Rate Unit - Refinance Administrative Fee	Administrative cost for document preparation and research when an inclusionary unit requires City approval / per request	$1,140.00	$675.00	
509	Secondary Below Market Rate Unit - Refinance Administrative Fee	Administrative cost for document preparation and research when a secondary inclusionary unit requires City approval / per request	$643.00	$888.00	
510	First time home loan program (below-maket-rate property) - administrative fee	Administrative charge for review and approval of first time home buyer loan / per loan approved	$2,158.00	$1,631.00	
511	First time home loan program (market-rate-property) - administrative fee	Administrative charge for review and approval of first time home buyer loan / per loan approved	$2,158.00	$4,377.00	

Section 6.1: Planning Division

For all activities noted as Time and Materials (T&M), the cost shall be determined using composite City Staff rates and designated overhead factors. Overhead shall also be applicable to any work contracted by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant.

	Use Permits (TUP/CUP)				
550	Minor Use Permit (Including Major Amendments)	Per application	$1,199.00	$1,199.00	$1,331.00
551	Minor Use Permit – Minor Amendment	Per application	$299.00	$299.00	$788.00
552	Minor Use Permit – Major Amendment	Per application - Consolidated with Fee #550	$1,199.00	$1,199.00	Remove
553	Conditional Use Permit (CUP) / (Approval considered by Planning Commission)	Per application	$1,798.00	$1,798.00	$2,498.00
554	Non-Residential Conditional Use Permit (CUP) / (Can be approved by Zoning Administrator)	Per application	$1,798.00	$1,798.00	Remove
555	Residential Conditional Use Permit (CUP) / (Approval considered by Planning Commission)	Per application	$2,997.00	$2,997.00	Remove
556	Residential Conditional Use Permit (CUP) / (Can be approved by Zoning Administrator)	Per application	$2,997.00	$2,997.00	Remove
559	Conditional Use Permit – Minor Amendment (Administrative Determination)	Per request	$599.00	$599.00	$788.00
560	Conditional Use Permit – Time Extension (Administrative Determination)	Per request	$419.00	$419.00	$227.00
561	Conditional Use Permit – Time Extension (Planning Commission Determination)	Per request	$1,798.00	$1,798.00	$1,259.00
562	Temporary Use Permit - Minor	Per application	$299.00	$299.00	$213.00
563	Temporary Use Permit – Major	Per application	T&M	T&M	T&M
564	Temporary Use Permit – Temporary Outdoor Seating	Per application. This fee shall be valid until the City's applicable American Rescue Plan Act budget allocation is exhausted, or until September 30, 2023, whichever occurs first. Upon expiration, this fee shall be superseded by Fee #562 (Temporary Use Permit - Minor).	T&M	T&M	T&M
	Zoning Clearance-General				
570	Accommodations for persons with disabilities Review	Per application	No Fee	No Fee	No Fee
571	Banner / Balloon/Searchlight	Per sign / balloon	$119.00	$119.00	$168.00
572	Indoor recreational Facilities/Day Care Center/Scarlett Court	Per application	$599.00	$599.00	$673.00
574	Zoning Clearance-General	Per application	$89.00	$89.00	$126.00
575	Zoning Clearance – Housing Projects Eligible for Streamlined Approval	Per application	T&M	T&M	T&M

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576	Zoning Clearance – SB 9 Unit Developments	Per application	T&M	T&M	T&M
	Variance				
580	Non-Residential Variance	Per application	T&M	T&M	T&M
581	Residential Variance	Per application	T&M	T&M	T&M
	Site Development Review (SDR)				
590	Site Development Review - General	Per application	T&M	T&M	T&M
591	Site Development Review – Residential Additions > 500 sq. ft.	Per application	T&M	T&M	T&M
592	Site Development Review – Single Sign (Master Sign Program is handled as a Site Development Review-General)	Per Sign	$389.00	$389.00	$505.00
593	Site Development Review Waiver	Per request	$419.00	$419.00	$657.00
594	Site Development Review Waiver for Projects' with Development Deposit Account	Time & Material	T&M	T&M	T&M
595	Site Development Review – Time Extension (Administrative Determination)	Per request	$269.00	$269.00	$277.00
596	Site Development Review – Time Extension (Planning Commission Determination)	Per request	$1,349.00	$1,349.00	$1,388.00
597	Site Development Review Waiver – Permanent Outdoor Seating	Per application. This fee shall be valid until the City's applicable American Rescue Plan Act budget allocation is exhausted, or until September 30, 2023, whichever occurs first. Upon expiration, this fee shall be superseded by Fee #593 (Site Development Review Waiver).	T&M	T&M	T&M
	PLANNED DEVELOPMENT (PD) PROCESSING				
600	Planned Development Application (Stage 1 / Stage 2)	Per application	T&M	T&M	T&M
601	Planned Development Minor Amendment –(Administrative Determination)	Per application	$613.00	$613.00	$644.00
602	Planned Development Minor Amendment for Project's with Development Deposit Account	Time & Material	T&M	T&M	T&M
603	Planned Development Minor Amendment – (Planning Commission Determination)	Per application	T&M	T&M	T&M
604	Planned Development Major Amendment – (City Council Determination)	Per application	T&M	T&M	T&M

Section 6.2: Other Planning Fees					
	Other Charges				
610	Appeal of Action by Applicant	Per appeal	T&M	T&M	T&M
611	Appeal of Action by member of public (non-applicant)	Per appeal	$239.00	$239.00	$246.00
612	Estoppel Certificate – Development Agreement	Per certificate prepared when requested by entity not a party to the Development Agreement	$279.00	$279.00	$287.00
613	Heritage Tree Removal Permit	Per Application	$299.00	$299.00	$308.00
614	Preparation of Mailing Address Labels (Noticing Requirements)	Per set of labels	$77.00	$77.00	$79.00
615	Equivalent Fees and Charges	Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead
616	General Plan Amendment	Time & Material	T&M	T&M	T&M
617	Specific Plan Amendment	Time & Material	T&M	T&M	T&M
618	Tentative Map	Time & Material	T&M	T&M	T&M
619	Development Agreement	Time & Material	T&M	T&M	T&M
620	Lot line adjustment	Time & Material	T&M	T&M	T&M
621	Building division permit referral ***	Per application	$163.00	$163.00	$168.00

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In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver. Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.					
Section 6.3: Planning Composite Hourly Rates & Overhead					
PL1	Composite City Planning Staff Hourly Rate (Includes Overhead)	Per Hour for T&M activities	$330.00	$330.00	$337.00
PL3	Overhead Rate - Applied to actual costs incurred for consultant services and expenses billed under T&M	Percentage applied to City costs	30.0%*	30.0%*	45.0%*
Section 7.1: Building and Safety Division – Building Permits (Total Valuation)					
Building Permits which are not established as fixed fee shall be determined using the total valuation. In this case the fee due is based on: Occupancy and Construction Type; estimated cost of services and the Building, Residential, Mechanical, Plumbing, Electrical, Cal Green and Energy codes as adopted by the City Council including any amendments. Calculation of the Building Permit fee to be collected shall be in accordance with the Table below. The determination of the valuation and annual adjustments to the valuation shall be made by the Building Official as authorized in Dublin Municipal Code section 7.28.430(E). Fees 708, 710, 712, 714, 722 are calculated using cost per $1000 of the preceding Fee.					
	Building Permits Based on Valuation Formula / $ Valuation				
700	$0-$500	Per calculated valuation	$50.00	$50.00	$50.00
701	$501-$1,000	Per calculated valuation	$121.00	$121.00	$177.00
702	$1,001-$2,000	Per calculated valuation	$185.00	$185.00	$232.00
703	$2,001-$3,000	Per calculated valuation	$254.00	$254.00	$281.00
704	$3,001-$4,000	Per calculated valuation	$289.00	$289.00	$320.00
705	$4,001-$5,000	Per calculated valuation	$351.00	$351.00	$382.00
706	$5,001-$10,000 (first $5000)	Per calculated valuation	$351.00	$351.00	$382.00
707	$5,001-$10,000 (each additional $1000 or fraction thereof)	Per calculated valuation	$61.00	$61.00	$82.00
708	$10,001-$50,000 (first $10,000)	Per calculated valuation	$656.00	$656.00	$794.00
709	$10,001-$50,000(each additional $1000 or fraction thereof)	Per calculated valuation	$33.00	$33.00	$41.00
710	$50,001-$100,000 (first $50,000)	Per calculated valuation	$1,976.00	$1,976.00	$2,454.00
711	$50,001-$100,001 (each additional $1000 or fraction thereof)	Per calculated valuation	$32.00	$32.00	$47.00
712	$100,001-$500,000 (first $100,000)	Per calculated valuation	$3,576.00	$3,576.00	$4,839.00
713	$100,001-$500,000 (each additional $1000 or fraction thereof)	Per calculated valuation	$26.00	$26.00	$28.00
714	$500,001 and up (first $500,000)	Per calculated valuation	$13,976.00	$13,976.00	$16,333.00
715	$500,001 and up (each additional $1000 or fraction thereof)	Per calculated valuation	$14.00	$14.00	$16.00
716	$1,000,001-$5,000,000 (first $1,000,000)	Per calculated valuation	$20,976.00	$20,976.00	$24,424.00
717	$1,000,001-$5,000,000 (each additional $1000 or fraction thereof)	Per calculated valuation	$14.00	$14.00	$14.00
718	$5,000,001-$10,000,000 (First $5,000,000)	Per calculated valuation	$76,976.00	$76,976.00	$82,325.00
719	$5,000,001-$10,000,000 (each additional $1000 or fraction thereof)	Per calculated valuation	$14.00	$14.00	$10.00
720	$10,000,000+ (base)	Per calculated valuation	$146,976.00	$146,976.00	$135,780.00
721	$10,000,000+ (each additional $1000 or fraction thereof)	Per calculated valuation	$14.00	$14.00	$10.00
722	Demolition permits and removal of underground tanks	Calculate using valuation factors above	50% of the fee calculation based on valuation	50% of the fee calculation based on valuation	50% of the fee calculation based on valuation

#	Item / Service	Description / Unit	Fees through 6/30/24	Fee Effective 7/1/24	Fee Effective 9/1/24
In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver. Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.					
Section 7.2: Building and Safety Division – Master Plan Check / Green Building					
	Building Permits Based on Valuation Formula /$ Valuation Single Family detached tract housing (when using a Master Plan Check)				
720	$100,001-$500,000 (first $100,000)	Per calculated valuation	$2,788.00	$2,788.00	$4,162.00
721	$100,001-$500,001 (each additional $1000 or fraction thereof)	Per calculated valuation	$13.00	$13.00	$12.00
722	$500,001 and up (first $500,000)	Per calculated valuation	$7,988.00	$7,988.00	$9,036.00
723	$500,001 and up (each additional $1000 or fraction thereof)	Per calculated valuation	$4.00	$4.00	$6.00
	Building Permit State Surcharges				
725	California Building Standards Commission Green Building Valuation Surcharge	*(Info Only)* State fee required to be collected based on permit valuation	$1.00** for ea. $25,000 or fraction thereof	$1.00** for ea. $25,000 or fraction thereof	$1.00** for ea. $25,000 or fraction thereof
726	Residential - California Strong Motion Instrumentation Program (SMIP) Surcharge	*(Info Only)* State fee required to be collected based on permit valuation	$0.13** per $1,000	$0.13** per $1,000	$0.13** per $1,000
727	Non-Residential - California Strong Motion Instrumentation Program (SMIP) Surcharge	*(Info Only)* State fee required to be collected based on permit valuation	$0.28** per $1,000	$0.28** per $1,000	$0.28** per $1,000

Section 7.3: Building and Safety Division – Residential Flat Fees					
The provisions for residential flat fees may be applied when the specific work involved is for a single dwelling unit and /or appurtenant accessory structures where there is no other work except the item listed herein. "Service Explanations" follow the Table.					
	Residential Building Permits - Flat Fees				
730	Bathroom Remodel or Repair	Per bathroom	$448.00	$448.00	$571.00
731	Electrical Appliances	Per Appliance - Installation of electrical appliances per "Service Explanation" #1	$124.00	$124.00	$207.00
732	Electrical Circuits (first)	First or single circuit per "Service Explanation" #2	$124.00	$124.00	$230.00
733	Electrical Circuits (each additional)	Fee for each additional circuit per "Service Explanation" #2	$21.00	$21.00	$23.00
734	Electrical Panels (first)	First or single panel per "Service Explanation" #3	$184.00	$184.00	$209.00
735	Electrical Panels (each additional)	Fee for each additional panel per "Service Explanation" #3	$57.00	$57.00	$65.00
736	Fireplace Insert	Per single installation / per "Service Explanation" #4 and #5	$233.00	$233.00	$239.00
737	Garbage Disposal	Per single installation / per "Service Explanation" #1	$101.00	$101.00	$118.00
738	Gas Piping System	Per single installation / per "Service Explanation" #6	$229.00	$229.00	$304.00
739	Hot Tub / Spa Portable	Per single installation "Service Explanation" #7	$229.00	$229.00	$304.00
740	HVAC System	Per system / "Service Explanation" #8	$243.00	$243.00	$250.00
741	Kitchen Remodel or Repair (w/o structural modifications)	Per permit, limited to one kitchen	$756.00	$756.00	$837.00
742	Lawn Sprinkler System	Per system for any lawn sprinkler or irrigation system	$116.00	$116.00	$134.00
743	Motors	Per "Service Explanation" #9	$243.00	$243.00	$321.00
744	Plumbing Fixture	Per "Service Explanation" #1 and #2	$111.00	$111.00	$207.00
745	Roofing Replacement (Residential)	For re-roofing a single family dwelling	$259.00	$259.00	$311.00
746	Shower / tub replacement only	Per unit	$184.00	$184.00	$209.00
747	Solar System - Residential Rooftop Photovoltaic (Up to 15Kw) as defined by Government Code 66015	Per permit	$450.00**	$450.00**	$450.00**
748	Solar System - Residential Rooftop Photovoltaic (for each Kw above 15 or fraction thereof) as defined by Government Code 66015	Each Kw above 15 of fraction thereof	$15.00**	$15.00**	$15.00**
750	Solar Pool Heating System	Per system (when not included with original pool permit)	$357.00	$357.00	$363.00
751	Solar Water Heaters	Per application	$304.00	$304.00	$300.00
752	Ventilation Fan	Per "Service Explanation" #10	$97.00	$97.00	$160.00
753	Water Heater	Per "Service Explanation" #8	$111.00	$111.00	$150.00
754	Water Piping System	Per single installation / per "Service Explanation" #6	$229.00	$229.00	$258.00
755	Window Replacements (first 5 windows)	Per application containing 1-5 windows	$221.00	$221.00	$349.00

#	Item / Service	Description / Unit	Fees through 6/30/24	Fee Effective 7/1/24	Fee Effective 9/1/24
756	Window Replacements (each additional window)	Additional per window charge added to base 1-5 window charge on same application	$11.00	$11.00	$13.00
757	Energy Storage System		**New**	**New**	$301.00
758	EV Charger		**New**	**New**	$301.00

SERVICE EXPLANATIONS FOR RESIDENTIAL FLAT FEES

1 For installation, relocation, or replacement of any electrical appliance which requires plumbing installation such as garbage disposal, dishwasher, etc., (includes all necessary circuits, outlets, switches, receptacles, fixtures, water piping, and waste and vent piping).

2 For installation, alteration or replacement of an electrical circuit (includes all necessary outlets, switches, receptacles, and lighting fixtures).

3 For installation, relocation or replacement of temporary power poles, power pedestals, subpanels or service upgrades (includes all necessary circuits, outlets, switches, receptacles, fixtures).

4 For the installation, relocation or replacement of each vent or factory-built chimney.

5 For the installation of a solid burning fuel appliance (includes all necessary electrical circuits, outlets, fixtures, switches, receptacles factory-built chimney).

6 For each installation or alteration of each water piping system, gas piping system, or refrigerant piping system or portion thereof where fixtures or appliances are not installed.

7 For the installation, relocation or replacement of any spa / hot tub; includes all necessary outlets, receptacles, gas piping (only for spas supported on a slab. See Valuation Table for spas located on decking).

8 For the installation, relocation or replacement of each heating, cooling or refrigeration appliance (includes all necessary electrical circuits, outlets, fixtures, switches, receptacles, gas piping vents, water piping and duct work). OR (a) For the installation, relocation or replacement of each gas fired water heater (includes all necessary water and gas piping and vents). OR (b) For the installation relocation or replacement of each electrical water heater (includes all necessary water piping, electrical circuits, outlets, fixtures, receptacles, and switches).

9 For installation, relocation or replacement of any motor (not an integral part of an integral part of an electrical appliance, fan, heating appliance, cooling appliance), generator, heater, electrical furnace, welding machine, transformer, and rectified (includes all necessary circuits, outlets, fixtures, switches, controls).

10 For installation, relocation or replacement of ventilation fans connected to a single duct or outlets, switches, receptacles, fixtures and duct work).

Section 7.4: Building and Safety Division – Non-Residential Flat Fees					
	Non-Residential Building Permits - Flat Fees				
763	Solar Panel - Non-Residential Rooftop Photovoltaic (up to 50 Kw)	Per Permit	$1,000.00**	$1,000.00**	$1,000.00**
764	Solar Panel - Non-Residential Rooftop Photovoltaic (51 Kw-250 Kw)	Per kilowatt between 51-250	$7.00**	$7.00**	$7.00**
765	Solar Panel - Non-Residential Rooftop Photovoltaic (above 251 Kw)	Per kilowatt above 251	$5.00**	$5.00**	$5.00**
766	Replacement in - kind Heating and or Air conditioning units - First Unit	Per unit - "Service Explanation" #8	$745.00	$745.00	$872.00
767	Replacement in - kind Heating and or Air conditioning units	Each unit after first	**New**	**New**	$172.00
768	Water heaters - standard	Per water heater - "Service Explanation" #8	$184.00	$184.00	$279.00
769	Reroof Base (Initial square)	Per initial square (10ft X 10ft) area	$143.00	$143.00	$207.00
770	Reroof – Additional beyond base	Each additional square (10ft x 10ft) area or fraction thereof	$14.00	$14.00	$16.00
771	EV Charging Station (First Unit)	Per unit	**New**	**New**	$2,148.00
772	EV Charging Station (Each Station after the first)	Per unit	**New**	**New**	$172.00

Section 7.5: Building and Safety Division – Construction Debris & Demolition					
773	Residential per C&D phase/bond required	Per Phase	$458.00	$458.00	**Remove**
774	Residential non-bonded project	Per application	$253.00	$253.00	**Remove**
775	Commercial - bonded	Per application	$458.00	$458.00	**Remove**
776	Commercial - non-bond	Per application	$253.00	$253.00	**Remove**
777	Bonded	Per application	$458.00	$458.00	$515.00
778	Non-bond	Per application	$253.00	$253.00	$267.00

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Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

Section 7.6: Building & Safety- Composite Hourly Rates & Overhead					
BS1	Composite City Building & Safety Staff Hourly Rate (Includes Overhead)	Per hour for T&M activities	$255.00	$255.00	$290.00
BS2	Overhead Rate – Applied to actual costs incurred for consultant services and expenses billed under T&M	Percentage applied to City costs	30.0%*	30.0%*	45.0%*

#	Item / Service	Description / Unit	Fees through 6/30/24	Fee Effective 7/1/24	Fee Effective 9/1/24
Section 7.7: Building and Safety Division – Other Fees					
For all activities noted as Time and Materials (T&M), the cost shall be determined using composite City Staff rates and designated overhead factors. Overhead shall also be applicable to any work contracted by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant.					
780	Additional plan checking, alternate means and methods applications, or plan revisions	Time and Materials	T&M	T&M	T&M
781	Certified Accessibility Specialist (CASp)- Meeting	Initial meeting and review; all other work is T&M	$1,528.00	$1,528.00	$1,427.00
782	Code compliance survey	Initial 100 sq. ft.	$756.00	$756.00	$843.00
783	Code compliance survey	Each additional 100 sq. ft. or fraction thereof	$27.00	$27.00	$32.00
784	In-plant inspections	If inspection is required at a fabrication facility outside jurisdiction	T&M	T&M	T&M
785	Moved building inspection fee	Per building	T&M	T&M	T&M
786	Plan storage fee	Applies to plans required to be prepared by a professional engineer or architect	$11.00	$11.00	$21.00
787	Re-inspection fee.	Per each re-inspection; on Multi-Family, fee is calculated per unit	$212.00	$212.00	$237.00
788	Review geologic reports required by the Alquist-Priolo Special Studies Zones Act	Per application request	T&M	T&M	T&M
789	Service requested outside of regular working hours / business days (4 hour min)	Per hour with a four hour minimum	$289.00	$289.00	$334.00
790	Special Investigations (Code compliance survey, lockout inspection or other special investigation.)	Per investigation; cost of investigation shall be in addition to the fees for any new installation made as part of the correction	T&M	T&M	T&M
791	Address Requests (single address)	Per Request	$135.00	$135.00	$152.00
792	Address Requests (subdivision/multiple)	Time & Material	T&M	T&M	T&M
793	Issue permit refund	Per refund	$80.00	$80.00	$89.00
794	Temporary Certificate of Occupancy	Per Application	$207.00	$207.00	$254.00
795	Equivalent Fees and Charges	Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead
796	Parking Lot Pavement Repair & Restriping Permit Processing	Per hour with a two hour minimum	T&M	T&M	T&M
797	Low Carbon Concrete Surcharge (only charged on specific projects)	Percentage of building permit fee	**New**	**New**	1.63%
798	Low Carbon Concrete Admimistrative Penalty	Per hour (2 Hour Min)	**New**	**New**	$357.00
799	Expediting fee - when approved by the Building Official	Percentage of plan check fees	**New**	**New**	150%

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Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

Section 8.1: Engineering / Public Works – Other Fees					
For all activities noted as Time and Materials (T&M), the cost shall be determined using composite City Staff rates and designated overhead factors. Overhead shall also be applicable to any work contracted by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant.					
800	Copies - 24" x 36"	Per Sheet	$5.00*	$7.00*	
801	Copies of Map - plotted GIS map		Not to exceed actual cost – As determined by City Manager or designee	Not to exceed actual cost – As determined by City Manager or designee	
802	Research Fee	Per 1/2 Hour	$175.00	$178.00	

#	Item / Service	Description / Unit	Fees through 6/30/24	Fee Effective 7/1/24	Fee Effective 9/1/24
803	Subdivision and Development Improvement Plan Review/Revision & Plan Check after 4th revision	Time & Materials	T&M	T&M	
804	Subdivision and Development Improvement Plan/Map Check	Charge Time & Materials-> 3% of estimated cost of improvements ($2,500 minimum deposit; maximum $25,000)	T&M	T&M	
805	Subdivision Inspections	Charge Time & Materials-> 3% of estimated cost of improvements ($2,500 minimum initial deposit; maximum $25,000)	T&M	T&M	
806	Special Study Review (i.e., Traffic Study)	New Fee: $5,000 Initial Deposit (Time & Materials)	T&M	T&M	
807	Permit processing fee	Includes cost of processing grading or encroachment permit or misc. permit	$155.00	$201.00	
808	Trenching / Road Cuts – Base transverse and longitudinal trenches, road cuts, 1 - 100 sq. ft.	Base Permit cost up to 100 sq. ft.	$558.00	$992.00	
809	Trenching / Road Cuts – Over 100 SF transverse and longitudinal trenches, road cuts, >100 sq. ft.	Additional permit cost per additional square foot in excess of 100 sq. ft.	$2.00	$2.00	
810	Construction concrete sidewalk, curb, and gutter 1- 50 sq. ft	Base Permit cost up to 50 sq. ft.	$699.00	$827.00	
811	Construction concrete sidewalk, curb, and gutter greater than 50 sq. ft	Additional permit cost per additional linear foot in excess of 50 sq. ft.	$2.00	$2.00	
812	Constructing concrete driveways: residential	Per Driveway- Residential	$838.00	$992.00	
813	Constructing concrete driveways: commercial	Per Driveway - Commercial	$1,397.00	$1,654.00	
814	Constructing drain inlets, manholes, and connections to same	Connection of inlet	$1,117.00	$1,323.00	
815	Encroachment Permit Resurfacing Surcharge – 100 sq. ft. or less	Per each permit where roadway asphalt is cut impacting 100 sq. ft. or less of roadway	$119.00	$165.00	
816	Encroachment Permit Resurfacing Surcharge – per sq. ft. after 100 sq. ft.	In addition to base charge for up to 100 sq. ft. – an additional per sq. ft.	$1.00 per square foot	$3.00 per square foot	
817	Transportation / Oversized Vehicle Permits: Annual	*(Info Only State Limits Max. Fee Per Calif. Vehicle Code 35795 (b)(1));* per annual permit application	$90.00**	$90.00**	
818	Transportation / Oversized Vehicle Permits: Single trip	*(Info Only State Limits Max. Fee Per Calif. Vehicle Code 35795 (b)(1));* per single trip application	$16.00**	$16.00**	
819	Block party / street closure	Per application	See Encroachment Fee	$201.00	
820	Filming/Photography Within Public Right of Way - Professional Fee	Per Application	$826.00	$875.00	
821	Filming / Photography Within Public Right of Way - Basic fee	Per application	See Encroachment Fee	$201.00	
822	Building division permit referral – residential	Per application	$681.00	$888.00	
823	Building division permit referral - non residential	Per Application	$1,022.00	$1,244.00	
824	Personal Wireless Service Facility Permit	$5,000 Initial Deposit (Time & Materials)	T&M	T&M	
825	Watercourse Protection Permit	$15,000 Initial Deposit (Time & Materials)	T&M	T&M	
826	ADA site compliance review	Per application	$1,022.00	**Remove**	
827	Newsrack Permit	Per application / single space in City-owned newsrack	$419.00	$449.00	
828	Inspection: Public improvements construction; grading; encroachment permits	Per hour	T&M	T&M	
829	Equivalent Fees and Charges	Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	
830	Amended map or certificate of correction	Fixed Fee	$693.00	$888.00	
831	Street Vacations/Abandonment, Right of Way Dedication Review	$2,000 Initial Deposit (Time & Materials)	T&M	T&M	
832	Certificates of compliance, mergers, parcel map waivers	$3,000 initial deposit (Time & Materials)	T&M	T&M	
833	Investigation fee/work without a permit (encroachment)	Hourly Rate - 1 hr. minimum. Over 1 hour (Time & Materials)	Base $279.00 Over 1 Hour T&M	Base $331 Over 1 Hour T&M	
834	Traffic control plan review (encroachment)	Fixed Fee	$410.00	$355.00	
835	Processing extension of subdivision improvement agreement or development agreement (subdivision)	Time & Materials	T&M	T&M	
836	Warranty inspection and project closeout (subdivision)	Fixed Fee	$1,022.00	$2,095.00	
837	Condition of approval compliance review or single parcel review (no improvement plans)	Hourly Rate - 1 hr. minimum. Over 1 hour (Time & Materials)	Base: $350.00 Over 1 Hour T&M	Base: $355.00 Over 1 Hour T&M	
838	Grading Plan Review/Site Work Permit Review	$5,000 initial deposit (Time & Materials)/$2,500 initial deposit (Time & Materials)	T&M	T&M	
839	Grading Inspection	$15,000 initial deposit (Time & Materials)	T&M	T&M	
840	Erosion Control Review and Inspection	$1,000 initial deposit (Time & Materials)	T&M	T&M	
841	Nuisance Abatement - Tree trimming, Sidewalk Repair	See muni code	See Muni Code	See Muni Code	

#	Item / Service	Description / Unit	Fees through 6/30/24	Fee Effective 7/1/24	Fee Effective 9/1/24
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Section 8.2: Engineering- Cash Bond Required For Encroachment Permit (If No Surety Bond)					
850	Transverse and longitudinal trenches, road cuts, and other street excavation work – 50 square feet of less	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$500.00*	1,000.00*	
851	Transverse and longitudinal trenches, road cuts, and other street excavation work – in excess of 50 square feet	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$500.00 + $5.00/ sq. ft. in excess of 50 sq. ft.*	$1,000.00 + $20.00/ sq. ft. in excess of 50 sq. ft.*	
852	Concrete Sidewalk 50 square feet or less	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$500.00*	$1,000.00*	
853	Concrete Sidewalk more than 50 square feet	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$500.00 + $5.00/ sq. ft. in excess of 50 sq. ft.*	$1,000.00 + $20.00/ sq. ft. in excess of 50 sq. ft.*	
854	Concrete Curb and / or gutter of 30 linear feet or less	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$500.00*	$2,250.00*	
855	Concrete Curb and / or gutter more than 30 linear feet	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$500.00 + $20.00/ linear ft. in excess of 30 linear ft.*	$2,2500.00 + $75.00/ linear ft. in excess of 30 linear ft.*	
856	Residential Concrete Driveway	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$500.00 Minimum*	$3,000.00*	
857	Commercial Concrete Driveway	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$1,000.00 Minimum*	$4,500.00*	
858	Drop inlets, manholes and connections to same	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$1.000.00 Minimum*	$10,000.00*	
859	Temporary street or lane closures	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	No Deposit / Bond Required	No Deposit / Bond Required	
860	Miscellaneous encroachment work	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	Amount to be determined by the Public Works Director in accordance with the nature and scope of work	Amount to be determined by the Public Works Director in accordance with the nature and scope of work	

Section 8.2(A): Conditions: -Cash Bond Required For Encroachment Permit

- **Conditions For Release:** Bonds shall be released six months after the work has been accepted by the City, provided there are no defects in the work.
- **Annual Bonds:** A minimum annual cash deposit of $5,000.00 may be posted in lieu of a cash or a surety bond for each permit. The City may require additional bonds or cash deposits when the nature of the work is such that the amounts hereinbefore provided are insufficient to cover expenses that may be incurred in restoring the right-of-way to its former condition.

Section 8.3: Engineering- Composite Hourly Rates & Overhead					
EN1	Composite City Engineering Staff (Excludes Inspectors) Hourly Rate (Includes Overhead)	Per hour for T&M activities	$350.00	$355.00	
EN2	Composite City Public Works / Engineering Inspectors Rate (Includes Overhead)	Per hour for T&M activities	$279.00	$331.00	
EN5	Overhead Rate - Applied to actual costs incurred for consultant services and expenses billed under T&M	Percentage applied to City costs	26%*	46%*	
Section 8.4: Environmental Programs- Fees					
870	Building division permit referral	Flat Fee	$544.00	$980.00	
871	Stormwater Treatment Measure Inspection	Per Hour	$279.00	$220.00	
872	Storm Drain Medallion	Each Medallion	$12.00	$12.00	
873	Stormwater Facility Inspections: Restaurant/Commercial	Flat Fee	$458.00	$545.00	
874	Trash Capture/Enclosure Inspection	Flat Fee	$232.00	$220.00	
875	Review of Annual Maintenance Reports of privately maintained post-construction	Flat Fee	$259.00	$320.00	
876	Initial Annual Self Haul Permit	Annual Permit	$675.00	$760.00	
877	Annual Self Haul Permit Renewal	Annual Permit	$403.00	$440.00	
878	Equivalent Fees and Charges	Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	

#	Item / Service	Description / Unit	Fees through 6/30/24	Fee Effective 7/1/24	Fee Effective 9/1/24
879	SB1383 - Edible Food Generator Inspection Fee	Each	**New**	$220.00	
Section 8.5: Environmental Programs- Composite Hourly Rates					
ENV1	Environmental Coordinator	Per Hour	$236.00	**Remove**	
ENV2	Environmental Technician	Per Hour	$202.00	**Remove**	
ENV3	Office Assistant II	Per Hour	$140.00	**Remove**	
ENV1	Composite Environmental Programs Hourly Rate	Per Hour	**New**	$220.00	
Section 9.1: City Attorney – Development Application Processing					
For all development related activities noted as Time and Materials (T&M), the cost of the City Attorney shall be determined by applying the designated overhead factor to the Cost for City Attorney services incurred by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant.					
CA1	Overhead Rate – Applied to City Attorney Costs associated with Planning and Engineering Applications	Percentage applied to City costs	44%*	24.48%*	
CA2	Equivalent Fees and Charges	Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	
Section 10.1: Parks & Recreation Program Fees - Activity Fees					
All Parks & Recreation Program Fees are subject to 20% increase based on the Parks & Community Services Pricing Policy. (1) Noted activities were added during the year at the Parks & Community Services Director's discretion, per Policy; or were new fees approved by the City Council					
	Family Programs				
FP1	After School Recreation Resident	Individual Fee/Per Session	$794	$794	
FP2	After School Recreation Non-Resident	Individual Fee/Per Session	$952	$952	
FP3	After School Recreation Late Fee	Individual Fee/Flat fee plus per minute	$10/Plus $1 per minute	$10/Plus $1 Per Minute	
FP4	Seasonal Half Day Camps Resident	Individual Fee/Weekly	$105	$105	
FP5	Seasonal Half Day Camps Non-Resident	Individual Fee/Weekly	$126	$126	
FP6	Seasonal Full Day Camps Resident	Individual Fee/Weekly	$338	$338	
FP7	Seasonal Full Day Camps Non-Resident	Individual Fee/Weekly	$405	$405	
FP8	Seasonal Full Day Camp with Waterpark Admission Resident	Individual Fee/Weekly	$408	$408	
FP9	Seasonal Full Day Camp with Waterpark Admission Non-Resident	Individual Fee/Weekly	$490	$490	
FP10	Camp Connector Lunch Hour Resident	Individual Fee/Weekly	$21	**Remove**	
FP11	Camp Connector Lunch Hour Non-Resident	Individual Fee/Weekly	$25	**Remove**	
FP12	Dublin L.E.A.D. Program Resident	Individual Fee/Summer Session	$119	$119	
FP13	Dublin L.E.A.D. Program Non-Resident	Individual Fee/Summer Session	$143	$143	
FP14	After School L.E.A.D. Resident	Individual Fee/Per Session	$592	$592	
FP15	After School L.E.A.D. Non-Resident	Individual Fee/Per Session	$710	$710	
	Preschool Programs				
PP1	Preschool - 3-Year Olds 2-days per week Resident	Individual Fee/Per Session	$631	$631	
PP2	Preschool - 3-Year Olds 2-days per week Non-Resident	Individual Fee/Per Session	$743	$743	
PP3	Preschool - 4-Year Olds 2-days per week Resident	Individual Fee/Per Session	$665	$665	
PP4	Preschool - 4-Year Olds 2-days per week Non-Resident	Individual Fee/Per Session	$784	$784	
PP5	Preschool - 3-Year Olds 3-days per week Resident	Individual Fee/Per Session	$908	$908	
PP6	Preschool - 3-Year Olds 3-days per week Non-Resident	Individual Fee/Per Session	$1,075	$1,075	
PP7	Preschool - 4-Year Olds 3-days per week Resident	Individual Fee/Per Session	$950	$950	
PP8	Preschool - 4-Year Olds 3-days per week Non-Resident	Individual Fee/Per Session	$1,127	$1,127	
PP9	Preschool - 4-Year Old Classes 4-days per week Resident	Individual Fee/Per Session	$1,404	$1,404	
PP10	Preschool - 4-Year Old Classes 4-days per week Non-Resident	Individual Fee/Per Session	$1,671	$1,671	
PP11	NEW* Little Clovers TK 4-Days Per Week Resident	Individual Fee/Per Session (4 Weeks)	New	$400	
PP12	NEW* Little Clovers TK 4-Days Per Week Non-Resident	Individual Fee/Per Session (4 Weeks)	New	$480	
PP13	NEW* Little Clovers TK 5-Days Per Week Resident	Individual Fee/Per Session (4 Weeks)	New	$500	
PP14	NEW* Little Clovers TK 5-Days Per Week Non-Resident	Individual Fee/Per Session (4 Weeks)	New	$600	
PP15	Camp Shamrock Preschool Half day Resident	Individual Fee/Weekly	$128	$128	

#	Item / Service	Description / Unit	Fees through 6/30/24	Fee Effective 7/1/24	Fee Effective 9/1/24
PP16	Camp Shamrock Preschool Half day Non-Resident	Individual Fee/Weekly	$154	$154	
	Senior Center Programs				
SC1	Activity Fee Resident	Individual Fee	$3-$16	$3-$16	
SC2	Activity Fee Non-Resident	Individual Fee	$4-$19	$4-$19	
SC3	Special Luncheons Resident	Individual Fee	$10-$21	$10-$21	
SC4	Special Luncheons Non-Resident	Individual Fee	$13-$25	$13-$25	
SC5	Dances Pre-Registration Resident	Individual Fee	$10-$26	$10-$26	
SC6	Dances Pre-Registration Non-Resident	Individual Fee	$13-$31	$13-$31	
SC7	Dances Day-Of Registration Resident	Individual Fee	$16-$42	$16-$42	
SC8	Dances Day-Of Registration Non-Resident	Individual Fee	$19-$50	$19-$50	
SC9	City Trips and Tours Resident	Individual Fee/Per trip	$16-$104	$16-$104	
SC10	City Trips and Tours Non-Resident	Individual Fee/Per trip	$19-$125	$19-$125	
SC11	Contracted Trips and Tours Resident	Individual Fee/Per trip	$26-$313	$26-$313	
SC12	Contracted Trips and Tours Non-Resident	Individual Fee/Per trip	$31-$375	$31-$375	
	Sports Programs				
SP1	Adult Basketball League Resident	Team Fee	$624 - $872	$865	
SP2	Adult Basketball League Non-Resident	Team Fee	$748 - $1,046	$1,038	
SP3	Adult Softball League Resident	Team Fee	$520-$728	$699	
SP4	Adult Softball League Non-Resident	Team Fee	$624-$874	$838	
SP5	Adult Sports League Late Fee	Late Fee	$26	**Remove**	
SP6	Youth Winter Junior Warriors Basketball League Resident	Individual Fee	$191	$191	
SP7	Youth Winter Junior Warriors Basketball League Non-Resident	Individual Fee	$229	$229	
SP8	Youth Summer Junior Warriors Basketball League Resident	Individual Fee	$132	**Remove**	
SP9	Youth Summer Junior Warriors Basketball League Non-Resident	Individual Fee	$158	**Remove**	
SP8	Youth In-house Sports Camps Resident	Individual Fee	$132	$132	
SP9	Youth In-house Sports Camps Non-Resident	Individual Fee	$158	$158	
SP10	Youth Tee Ball League Resident	Individual Fee	$125	$125	
SP11	Youth Tee Ball League Non-Resident	Individual Fee	$150	$150	
SP12	NEW* Adult Bocce League Resident	Team Fee	New	$205	
SP13	NEW* Adult Bocce League Non-Resident	Team Fee	New	$246	
SP14	NEW* Adult Sand Volleyball League Resident	Team Fee	New	$290	
SP15	NEW* Adult Sand Volleyball League Non-Resident	Team Fee	New	$348	
	Wave-Waterpark Admission Fees				
WV1	Daily Pass/Children under 2 Admission fees Resident	Individual Fee	$3	$3	
WV2	Daily Pass/Children under 2 Admission fees Non-Resident	Individual Fee	$4	$4	
WV3	Daily Pass/Under 40" Admission fees Resident	Individual Fee	$14	$14	
WV4	Daily Pass/Under 40" Admission fees Non-Resident	Individual Fee	$17	$17	
WV5	Daily Pass/Over 40" Admission fees Resident	Individual Fee	$16	$16	
WV6	Daily Pass/Over 40" Admission fees Non-Resident	Individual Fee	$19	$19	
WV7	Daily Pass/Military Personnel, veterans, reservists, active (up to 3 guests)	Individual Fee	$10	$10	
WV8	Season Pass/Children under 2 Admission fees Resident only	Individual Fee	$21	$21	
WV9	Season Pass/Under 40"/Mon-Thu, no holidays, resident only	Individual Fee	$78	$78	
WV10	Season Pass/Over 40"/Mon-Thu, no holidays, resident only	Individual Fee	$89	$89	
WV11	Season Pass/Family/Mon-Thu, no holidays, resident only	Family Fee	$281	$281	
	Wave-Swim Lessons				
WV12	Ratio 1 Instructor to 8 Participants Resident	Individual Fee/Per Class	$10	$10	
WV13	Ratio 1 Instructor to 8 Participants Non-Resident	Individual Fee/Per Class	$13	$13	
WV14	Ratio 1 Instructor to 6 Participants Resident	Individual Fee/Per Class	$15	$15	
WV15	Ratio 1 Instructor to 6 Participants Non-Resident	Individual Fee/Per Class	$18	$18	
WV16	Ratio 1 Instructor to 5 Participants Resident	Individual Fee/Per Class	$21	$21	
WV17	Ratio 1 Instructor to 5 Participants Non-Resident	Individual Fee/Per Class	$25	$25	
WV18	Ratio 1 Instructor to 4 Participants Resident	Individual Fee/Per Class	$27	$27	
WV19	Ratio 1 Instructor to 4 Participants Non-Resident	Individual Fee/Per Class	$33	$33	
WV20	Ratio 1 Instructor to 2 Participants Resident	Individual Fee/Per Class	$36	$36	
WV21	Ratio 1 Instructor to 2 Participants Non-Resident	Individual Fee/Per Class	$44	$44	

#	Item / Service	Description / Unit	Fees through 6/30/24	Fee Effective 7/1/24	Fee Effective 9/1/24
WV22	Ratio 1 Instructor to 1 Participant Resident	Individual Fee/Per Class	$57	$57	
WV23	Ratio 1 Instructor to 1 Participant Non-Resident	Individual Fee/Per Class	$69	$69	
	Note: Total number of classes per session will vary.				
	Wave-Swim Team				
WV24	Junior Green Gators Resident	Individual Fee/Per Class	$13	$13	
WV25	Junior Green Gators Non-Resident	Individual Fee/Per Class	$16	$16	
WV26	Green Gators Resident	Individual Fee/Per Season	$359	$359	
WV27	Green Gators Non-Resident	Individual Fee/Per Season	$431	$431	
	Note: Junior Green Gators is based on 2 days/week or 4 days/week. Total number of classes per session will vary.				
	Wave-Recreational and Other				
WV28	Lap Swim/Water Walking Resident	Individual Fee/Per visit	$6	$6	
WV29	Lap Swim/Water Walking Non-Resident	Individual Fee/Per visit	$8	$8	
WV30	Kid's Night Out - Resident	Individual Fee	$40-$70	$40-$70	
WV31	Kid's Night Out - Non-Resident	Individual Fee	$48 - $84	$48 - $84	
WV32	Birthday Party Package - Summer Season Resident	Individual Fee/Per Party	$31	$31	
WV33	Birthday Party Package - Summer Season Non-Resident	Individual Fee/Per Party	$38	$38	
WV34	Birthday Party Package - Off-Season Resident	Individual Fee/Per Party	$23	$23	
WV35	Birthday Party Package - Off-Season Non-Resident	Individual Fee/Per Party	$28	$28	
WV36	Public Address Announcements Residents	3 announcements	$26	$26	
WV37	Public Address Announcements Non-Residents	3 announcements	$31	$31	
WV38	Recreational Swim/Under 2 Years Resident	Individual Fee/Per Visit	$3	$3	
WV39	Recreational Swim/Under 2 Years Non-Resident	Individual Fee/Per Visit	$4	$4	
WV40	Recreational Swim/Over 2 Years Resident	Individual Fee/Per Visit	$6	$6	
WV41	Recreational Swim/Over 2 Years Non-Resident	Individual Fee/Per Visit	$9	$9	
	HERITAGE PARK & MUSEUMS				
HP1	Heritage Park Drop-In Programs	Heritage Park Drop-In Programs Per Person	Resident $3 Non-Resident $4	Resident $3 Non-Resident $4	
HP2	Ghosts Of Dublin Tour	Per Person Admission Fee	Resident $15 Non-Resident $18	Resident $15 Non-Resident $18	
HP3	Weekend History Events	Per Person Per Event	Resident $5-$15 Non-Resident $6-$18	Resident $5-$15 Non-Resident $6-$18	
HP4	Group Tours	Per Person Per Tour	Resident $5 Non-Resident $6	Resident $5 Non-Resident $6	
HP5	School Field Trips	Per Student Per Field Trip	Resident $4 Non-Resident $5	Resident $4 Non-Resident $5	
HP6	Pioneer Activity	Per Student Per Activity	Resident $1.50 Non-Resident $2.50	Resident $1.50 Non-Resident $2.50	
HP7	Group Tours Resident	Individual Fee/Per Tour	$5	$5	
HP8	Group Tours Non-Resident	Individual Fee/Per Tour	$6	$6	
HP9	School Field Trips Resident	Individual Fee/Per Trip	$4	$4	
HP10	School Field Trips Non-Resident	Individual Fee/Per Trip	$5	$5	
HP11	Pioneer Activity Resident	Individual Fee/Per Visit	$1.50	$2	
HP12	Pioneer Activity Non-Resident	Individual Fee/Per Visit	$2.50	$3	
	Community Garden - $50 deposit				
CG1	Yearly Garden Plot - Resident Only	Individual Fee/Per Year	$50	$50	
CG2	Garden Plot Deposit Fee (Refundable)	Individual Fee/Per Year	$50	$50	
	Contract Classes				
	For all Contract Instructor Activities, Fees for Residents and for Non-Residents may vary. The fees are based on the contract agreements with each instructor and are subject to change at the discretion of the Parks & Community Services Director.		VARIES	VARIES	
Section 10.2: Parks & Recreation Program Fees - Cemetery Fees for Heritage & Cultural Arts Center					
CF1	Interment Fees Cremation Burial	Per Burial	$375	$375	
CF2	Interment Fees Earth Burial	Per Burial	$6,800	$6,800	
CF5	Memorial Hawthorn Tree with Plaque, No Human Remains	Per Tree	$800	$800	
CF6	Memorial Brick with Personalized Inscription, No Human Remains	Per Brick	$350-$482	$350-$482	
CF7	Adopt a Bench New with engraved plaque	Per Bench	$2,500	$2,500	
CF8	Adopt a Bench Existing with engraved plaque	Per Bench	$1,500	$1,500	

#	Item / Service	Description / Unit	Fees through 6/30/24	Fee Effective 7/1/24	Fee Effective 9/1/24
Section 10.3: Parks & Recreation Program Fees - Facility Rental Fees					
	Group 1: Public Agencies - County of Alameda, Dublin-San Ramon Services District, Dublin Unified School District				
	Group 2: Dublin Based Non-Profits - Chamber of Commerce, Charitable and Social Welfare Organizations, Homeowners Associations, and Sports League Organizations				
	Group 3: Individuals and Other Groups - Dublin Residents, Non-Residents of Dublin, and Charitable Groups Not Approved for Group 2				
	Group 4: Commercial - Dublin-Based Businesses and Non-Dublin Businesses				
	Additional Facility Rental Fees for Amenities				
FR1	Dance Floor, Stage, Piano, Linens, Cocktail Tables, Patio Heaters, Etc.	Per Amenity	$15-$200	$15-$200	
FR2	Groups 1 and 2 Setup and Takedown Only During Business Hours	Per Hour/Per Staff	$18	$18	
	Civic Center Rental (Council Chambers & Regional Meeting Room) *Deposit of $500 (Update)				
FR3	Groups 1 and 2 for purpose of meetings	Per Hour	No Fee	No Fee	
FR4	Group 3 Resident	Per Hour	$94	$94	
FR5	Group 3 Non-Resident	Per Hour	$113	$113	
FR6	Group 4 Resident	Per Hour	$125	$125	
FR7	Group 4 Non-Resident	Per Hour	$150	$150	
	Heritage Park & Museums Facility Rental - St. Raymond Church *Deposit of $500 (Update)				
	St. Raymond Church				
FR38	Group 1 and 2 for purpose of meetings outside of business hours	Per Hour/Per Staff	$18	$18	
FR39	Group 3 Resident	Per Hour	$63	$63	
FR40	Group 3 Non-Resident	Per Hour	$75	$75	
FR41	Group 4 Resident	Per Hour	$83	$83	
FR42	Group 4 Non-Resident	Per Hour	$100	$100	
FR43	Group 3 Discount on Mutiple Rooms	Percentage/Per Hourly Rate	10%	10%	
	St. Raymond Church Outdoor Patio Monday-Thursday as a Standalone				
FR44	Group 1 and 2 for purpose of meetings outside of business hours	Per Hour/Per Staff	$18	$18	
FR45	Group 3 Resident	Per Hour	$60	$60	
FR46	Group 3 Non-Resident	Per Hour	$72	$72	
FR47	Group 4 Resident	Per Hour	$80	$80	
FR48	Group 4 Non-Resident	Per Hour	$96	$96	
FR49	Group 3 Discount on Mutiple Rooms	Percentage/Per Hourly Rate	10%	10%	
	Kolb Sunday School Barn				
FR50	Group 1 and 2 for purpose of meetings outside of business hours	Per Hour/Per Staff	$28	$28	
FR51	Group 3 Resident	Per Hour	$111	$111	
FR52	Group 3 Non-Resident	Per Hour	$134	$134	
FR53	Group 4 Resident	Per Hour	$150	$150	
FR54	Group 4 Non-Resident	Per Hour	$180	$180	
FR55	Group 3 Discount on Mutiple Rooms	Percentage/Per Hourly Rate	10%	10%	
	Lawn Area - Refundable Deposit $500				
FR56	Group 1 and 2 for purpose of meetings outside of business hours	Per Hour/Per Staff	$18	$18	
FR57	Group 3 Resident	Per Hour	$78	$78	
FR58	Group 3 Non-Resident	Per Hour	$94	$94	
FR59	Group 4 Resident	Per Hour	$104	$104	
FR60	Group 4 Non-Resident	Per Hour	$125	$125	
	Library Community Room - Refundable Deposit of $500				
FR61	Groups 1 and 2 for purpose of meetings	Per Hour	No Fee	No Fee	
FR62	Group 3 Resident	Per Hour	$94	$94	
FR63	Group 3 Non-Resident	Per Hour	$113	$113	
FR64	Group 4 Resident	Per Hour	$125	$125	
FR65	Group 4 Non-Resident	Per Hour	$150	$150	
	Library Program Room - Refundable Deposit of $500				
FR128	Groups 1 and 2 for purpose of meetings	Per Hour	New	No Fee	
FR129	Group 3 Resident	Per Hour	New	$94	
FR130	Group 3 Non-Resident	Per Hour	New	$113	
FR131	Group 4 Resident	Per Hour	New	$125	
FR132	Group 4 Non-Resident	Per Hour	New	$150	
	Senior Center Facility Rental Fees				

#	Item / Service	Description / Unit	Fees through 6/30/24	Fee Effective 7/1/24	Fee Effective 9/1/24
	Ballroom - Refundable Deposit $750				
FR66	Groups 1 and 2 (Outside of Business Hours)	Per Hour	$51	$51	
FR67	Group 3 Resident	Per Hour	$207	$207	
FR68	Group 3 Non-Resident	Per Hour	$247	$247	
FR69	Group 4 Resident	Per Hour	$274	$274	
FR70	Group 4 Non-Resident	Per Hour	$330	$330	
	Kitchen (separate from Ballroom rental) Minimum 3 hour rental, only permitted Monday-Thursday-Refundable Deposit $750				
FR71	Groups 1 and 2 (During Business Hours)	Per Hour	$18	$18	
FR72	Groups 1 and 2 (Outside of Business Hours)	Per Hour	$24	$24	
FR73	Group 3 Resident	Per Hour	$83	$83	
FR74	Group 3 Non-Resident	Per Hour	$100	$100	
FR75	Group 4 Resident	Per Hour	$120	$120	
FR76	Group 4 Non-Resident	Per Hour	$144	$144	
	Classroom A - Refundable Deposit $500				
FR77	Groups 1 and 2 (Outside of Business Hours)	Per Hour	$18	$18	
FR78	Group 3 Resident	Per Hour	$42	$42	
FR79	Group 3 Non-Resident	Per Hour	$49	$49	
FR80	Group 4 Resident	Per Hour	$55	$55	
FR81	Group 4 Non-Resident	Per Hour	$65	$65	
	Classroom B - Refundable Deposit $500				
FR83	Groups 1 and 2 (Outside of Business Hours)	Per Hour	$18	$18	
FR84	Group 3 Resident	Per Hour	$31	$31	
FR85	Group 3 Non-Resident	Per Hour	$37	$37	
FR86	Group 4 Resident	Per Hour	$43	$43	
FR87	Group 4 Non-Resident	Per Hour	$51	$51	
	Classroom C/D - Refundable Deposit $500				
FR88	Groups 1 and 2 (Outside of Business Hours)	Per Hour	$18	$18	
FR89	Group 3 Resident	Per Hour	$42	$42	
FR90	Group 3 Non-Resident	Per Hour	$49	$49	
FR91	Group 4 Resident	Per Hour	$55	$55	
FR92	Group 4 Non-Resident	Per Hour	$65	$65	
	Meeting Room - Refundable Deposit $500				
FR93	Groups 1 and 2 (For purpose of meeting)	Per Hour	$18	$18	
FR94	Group 3 Resident	Per Hour	$19	$19	
FR95	Group 3 Non-Resident	Per Hour	$22	$22	
FR96	Group 4 Resident	Per Hour	$25	$25	
FR97	Group 4 Non-Resident	Per Hour	$30	$30	
	Lounge - Refundable Deposit $500				
FR133	Groups 1 and 2 (For Purpose of Meeting)	Per Hour	New	$12	
FR134	Group 3 Resident	Per Hour	New	$48	
FR135	Group 3 Non-Resident	Per Hour	New	$58	
FR136	Group 4 Resident	Per Hour	New	$64	
FR137	Group 4 Non-Resident	Per Hour	New	$77	

	Shannon Center Facility Rental Fees				
	Ambrose Hall - Refundable Deposit $750				
FR98	Groups 1 and 2 (Outside of Business Hours)	Per Hour	$95	$95	
FR99	Group 3 Resident	Per Hour	$279	$279	
FR100	Group 3 Non-Resident	Per Hour	$335	$335	
FR101	Group 4 Resident	Per Hour	$370	$370	
FR102	Group 4 Non-Resident	Per Hour	$444	$444	
	Outdoor Patio (separate from Ballroom rental) Only Permitted Monday-Thursday - Refundable Deposit $500				
FR103	Groups 1 and 2 (Outside of Business Hours)	Per Hour	$31	$31	
FR104	Group 3 Resident	Per Hour	$123	$123	
FR105	Group 3 Non-Resident	Per Hour	$148	$148	
FR106	Group 4 Resident	Per Hour	$164	$164	
FR107	Group 4 Non-Resident	Per Hour	$197	$197	
	Kitchen (separate from Ballroom rental) Minimum 3 hour rental, only permitted on weekdays - Refundable Deposit $750				
FR108	Groups 1 and 2 (Outside of Business Hours)	Per Hour	$24	$24	
FR109	Group 3 Resident	Per Hour	$83	$83	
FR110	Group 3 Non-Resident	Per Hour	$100	$100	
FR111	Group 4 Resident	Per Hour	$120	$120	

#	Item / Service	Description / Unit	Fees through 6/30/24	Fee Effective 7/1/24	Fee Effective 9/1/24
FR112	Group 4 Non-Resident	Per Hour	$144	$144	
	Multipurpose Room - Refundable Deposit $500				
FR113	Groups 1 and 2 Outside of Business Hours	Per Hour	$26	$26	
FR114	Group 3 Resident	Per Hour	$78	$78	
FR115	Group 3 Non-Resident	Per Hour	$94	$94	
FR116	Group 4 Resident	Per Hour	$104	$104	
FR117	Group 4 Non-Resident	Per Hour	$124	$124	
	Classroom - Refundable Deposit $500				
FR118	Groups 1 and 2 (Outside of Business Hours)	Per Hour	$18	$18	
FR119	Group 3 Resident	Per Hour	$33	$33	
FR120	Group 3 Non-Resident	Per Hour	$41	$41	
FR121	Group 4 Resident	Per Hour	$45	$45	
FR122	Group 4 Non-Resident	Per Hour	$54	$54	
	Stager Gym Facility Rental Fees				
	Stager Gym - Refundable Deposit $500				
FR123	Groups 1 and 2	Per Hour	$42	$42	
FR124	Group 3 Resident	Per Hour	$63	$63	
FR125	Group 3 Non-Resident	Per Hour	$75	$75	
FR126	Group 4 Resident	Per Hour	$83	$83	
FR127	Group 4 Non-Resident	Per Hour	$100	$100	
	The Wave Rentals				
	Full Park Buyout: Paul McCreary Sports Pool, Natatorium, Children's Splash Zone, and Waterslide Tower - Deposit $750				
WR1	Group 1, Group 2, and Group 3 Resident	Per Hour	$1,250	$1,250	
WR2	Group 3 Non-Resident	Per Hour	$1,500	$1,500	
WR3	Group 4	Per Hour	$1,824	$1,824	
	Children's Splash Zone - Deposit $500				
WR4	Group 1, Group 2, and Group 3 Resident	Per Hour	$344	$344	
WR5	Group 3 Non-Resident	Per Hour	$413	$413	
WR6	Group 4	Per Hour	$521	$521	
	Lower Level of Tower: Mt. Diablo, Golden Wave, and Riptide Rider - Deposit $500				
WR7	Group 1, Group 2, and Group 3 Resident	Per Hour	$396	$396	
WR8	Group 3 Non-Resident	Per Hour	$475	$475	
WR9	Group 4	Per Hour	$584	$584	
	Full Waterslide Tower: Emerald Plunge, Shamrock Swirl, and Dublin Screamer - Deposit $500				
WR10	Group 1, Group 2, and Group 3 Resident	Per Hour	$469	$469	
WR11	Group 3 Non-Resident	Per Hour	$563	$563	
WR12	Group 4	Per Hour	$709	$709	
	Natatorium - Deposit $500				
WR13	Group 1, Group 2, and Group 3 Resident	Per Hour	$292	$292	
WR14	Group 3 Non-Resident	Per Hour	$354	$354	
WR15	Group 4	Per Hour	$427	$427	
	Paul McCreary Sports Pool During Normal Operating Hours - Deposit $500				
WR16	Group 1, Group 2, and Group 3 Resident	Per Hour	$292	$292	
WR17	Group 3 Non-Resident	Per Hour	$350	$350	
WR18	Group 4	Per Hour	$427	$427	
	Swim Lane Paul McCreary Sports Pool During Normal Operating Hours				
WR19	Group 1, Group 2, and Group 3 Resident	Per Hour	$13	$13	
WR20	Group 3 Non-Resident	Per Hour	$15	$15	
WR21	Group 4	Per Hour	$20	$20	
	Community Room - Deposit $500				
WR22	Group 1, Group 2, and Group 3 Resident	Per Hour	$111	$111	
WR23	Group 3 Non-Resident	Per Hour	$134	$134	
WR24	Group 4	Per Hour	$171	$171	
	Boardwalk - Refundable Deposit $500				
WR22	Group 1, Group 2, and Group 3 Resident	Per Hour	New	$275	
WR23	Group 3 Non-Resident	Per Hour	New	$330	
WR24	Group 4	Per Hour	New	$429	
	Concessions Stand - Refundable Deposit $500				

#	Item / Service	Description / Unit	Fees through 6/30/24	Fee Effective 7/1/24	Fee Effective 9/1/24
WR22	Group 1, Group 2, and Group 3 Resident	Per Hour	New	$36	
WR23	Group 3 Non-Resident	Per Hour	New	$43	
WR24	Group 4	Per Hour	New	$54	
	Amenities and Services				
WR25	Cabana - Weekday Resident	Per Day	$83	$83	
WR26	Cabana - Weekday Non-Resident	Per Day	$100	$100	
WR27	Cabana - Weekend Resident	Per Day	$94	$94	
WR28	Cabana - Weekend Non-Resident	Per Day	$113	$113	
WR29	Luxury Lounges (2) Resident	Per Day	$42	$42	
WR30	Luxury Lounges (2) Non-Resident	Per Day	$50	$50	
WR31	Additional Staff	Per Staff/Per Hour	$34	$34	
WR32	Technology and Equipment Package for Competition	Per Day	$500	$500	
WR33	Individuals or Other Groups	Per Locker/Per Size	$6-$20	$6-$20	

Section 10.4: Parks & Recreation Program Fees - Picnic Area and Amphitheater Rental Fees

	Park Picnic Area Rentals				
	Group 1: Public Agencies - County of Alameda, Dublin-San Ramon Services District, Dublin Unified School District				
	Group 2: Dublin Based Non-Profits - Chamber of Commerce, Charitable and Social Welfare Organizations, Homeowners Associations, and Sports League Organizations				
	Group 3: Individuals and Other Groups - Dublin Residents, Non-Residents of Dublin, and Charitable Groups Not Approved for Group 2				
	Group 4: Commercial - Dublin-Based Businesses and Non-Dublin Businesses				
	Groups 1 and 2				
PR1	Seats 200	Per 4 Hours/Each Additional Hour	$100/$25	$100/$25	
PR2	Seats 96	Per 4 Hours/Each Additional Hour	$48/$12	$48/$12	
PR3	Seats 80	Per 4 Hours/Each Additional Hour	$44/$11	$44/$11	
PR4	Seats 64	Per 4 Hours/Each Additional Hour	$32/$8	$32/$8	
PR5	Seats 56	Per 4 Hours/Each Additional Hour	$28/$7	$28/$7	
PR6	Seats 48	Per 4 Hours/Each Additional Hour	$24/$6	$24/$6	
PR7	Seats 36	Per 4 Hours/Each Additional Hour	$18/$5	$18/$5	
PR8	Seats 24	Per 4 Hours/Each Additional Hour	$12/$3	$12/$3	
PR9	Seats 18	Per 4 Hours/Each Additional Hour	$12/$3	$12/$3	
	Group 3 Resident				
PR10	Seats 200	Per 4 Hours/Each Additional Hour	$300/$75	$300/$75	
PR12	Seats 96	Per 4 Hours/Each Additional Hour	$144/$36	$144/$36	
PR14	Seats 80	Per 4 Hours/Each Additional Hour	$120/$30	$120/$30	
PR16	Seats 64	Per 4 Hours/Each Additional Hour	$96/$24	$96/$24	
PR18	Seats 56	Per 4 Hours/Each Additional Hour	$84/$21	$84/$21	
PR20	Seats 48	Per 4 Hours/Each Additional Hour	$72/$18	$72/$18	
PR22	Seats 36	Per 4 Hours/Each Additional Hour	$54/$14	$54/$14	
PR24	Seats 24	Per 4 Hours/Each Additional Hour	$36/$9	$36/$9	
PR26	Seats 18	Per 4 Hours/Each Additional Hour	$28/$7	$28/$7	
	Group 3 Non-Resident				
PR11	Seats 200	Per 4 Hours/Each Additional Hour	$360/$90	$360/$90	
PR13	Seats 96	Per 4 Hours/Each Additional Hour	$173/$43	$173/$43	
PR15	Seats 80	Per 4 Hours/Each Additional Hour	$144/$36	$144/$36	
PR17	Seats 64	Per 4 Hours/Each Additional Hour	$115/$29	$115/$29	
PR19	Seats 56	Per 4 Hours/Each Additional Hour	$101/$25	$101/$25	
PR21	Seats 48	Per 4 Hours/Each Additional Hour	$86/$22	$86/$22	
PR23	Seats 36	Per 4 Hours/Each Additional Hour	$65/$16	$65/$16	
PR25	Seats 24	Per 4 Hours/Each Additional Hour	$43/$11	$43/$11	
PR27	Seats 18	Per 4 Hours/Each Additional Hour	$36/$9	$36/$9	
	Group 4 Residents				
PR28	Seats 200	Per 4 Hours/Each Additional Hour	$400/$100	$400/$100	
PR30	Seats 96	Per 4 Hours/Each Additional Hour	$192/$48	$192/$48	
PR32	Seats 80	Per 4 Hours/Each Additional Hour	$152/$38	$152/$38	
PR34	Seats 64	Per 4 Hours/Each Additional Hour	$127/$32	$127/$32	
PR36	Seats 56	Per 4 Hours/Each Additional Hour	$112/$28	$112/$28	
PR38	Seats 48	Per 4 Hours/Each Additional Hour	$96/$24	$96/$24	
PR40	Seats 36	Per 4 Hours/Each Additional Hour	$72/$18	$72/$18	

#	Item / Service	Description / Unit	Fees through 6/30/24	Fee Effective 7/1/24	Fee Effective 9/1/24
PR42	Seats 24	Per 4 Hours/Each Additional Hour	$48/$12	$48/$12	
PR44	Seats 18	Per 4 Hours/Each Additional Hour	$36/$9	$36/$9	
	Group 4 Non-Residents				
PR29	Seats 200	Per 4 Hours/Each Additional Hour	$480/$120	$480/$120	
PR31	Seats 96	Per 4 Hours/Each Additional Hour	$230/$58	$230/$58	
PR33	Seats 80	Per 4 Hours/Each Additional Hour	$182/$46	$182/$46	
PR35	Seats 64	Per 4 Hours/Each Additional Hour	$152/$38	$152/$38	
PR37	Seats 56	Per 4 Hours/Each Additional Hour	$134/$34	$134/$34	
PR39	Seats 48	Per 4 Hours/Each Additional Hour	$115/$29	$115/$29	
PR41	Seats 36	Per 4 Hours/Each Additional Hour	$86/$22	$86/$22	
PR43	Seats 24	Per 4 Hours/Each Additional Hour	$58/$15	$58/$15	
PR45	Seats 18	Per 4 Hours/Each Additional Hour	$44/$11	$44/$11	

	Emerald Glen Amphitheater Fees				
AM1	Group 1	Daily Fee	$216	$216	
AM2	Group 2	Daily Fee	$490	$490	
AM3	Group 3 Resident	Daily Fee	$651	$651	
AM4	Group 3 Non-Resident	Daily Fee	$782	$782	
AM5	Group 4 Resident	Daily Fee	$867	$867	
AM6	Group 4 Non-Resident	Daily Fee	$1,040	$1,040	

Section 10.5: Parks & Recreation Program Fees - Sports Fields Rental Fees

Group 1: Public Agencies - County of Alameda, Dublin-San Ramon Services District, Dublin Unified School District
Group 2: Approved Dublin Based Youth Sports League Organizations - at least 75% Dublin Residents
Group 3: Dublin Based Non-Profits and Approved Adult Sports League Organizations (51% residents) - Chamber of Commerce, Charitable and Social Welfare Organizations, and Homeowners Associations
Group 4: Individuals and Other Groups - Dublin Residents, Non-Residents of Dublin, and Charitable Groups Not Approved for Group 3
Group 5: Commercial - Dublin-Based Businesses and Non-Dublin Businesses

	Grass Fields - Refundable Deposit $250 Per Field				
SR1	Groups 1 and 2	Per Field/Per Hour	$7	$7	
SR2	Group 3	Per Field/Per Hour	$18	$18	
SR3	Group 4 Residents	Per Field/Per Hour	$22	$22	
SR4	Group 4 Non-Residents	Per Field/Per Hour	$26	$26	
SR5	Group 5 Residents	Per Field/Per Hour	$35	$35	
SR6	Group 5 Non-Residents	Per Field/Per Hour	$42	$42	

	Synthetic Turf Fields - Refundable Deposit $250 Per Field				
SR7	Groups 1 and 2	Per Field/Per Hour	$26	$26	
SR8	Group 3	Per Field/Per Hour	$52	$52	
SR9	Group 4 Residents	Per Field/Per Hour	$65	$65	
SR10	Group 4 Non-Residents	Per Field/Per Hour	$78	$78	
SR11	Group 5 Residents	Per Field/Per Hour	$104	$104	
SR12	Group 5 Non-Residents	Per Field/Per Hour	$125	$125	

	Cricket Pitch - Refundable Deposit $250 Per Field				
SR13	Groups 1 and 2	Per Field/Per Hour	$78	$78	
SR14	Group 3	Per Field/Per Hour	$124	$124	
SR15	Group 4 Residents	Per Field/Per Hour	$195	$195	
SR16	Group 4 Non-Residents	Per Field/Per Hour	$234	$234	
SR17	Group 5 Residents	Per Field/Per Hour	$259	$259	
SR18	Group 5 Non-Residents	Per Field/Per Hour	$310	$310	

	Sports Lighting				
SR19	Groups 1 and 2	Per Field/Per Hour	$26	$26	
SR20	Group 3	Per Field/Per Hour	$28	$28	
SR21	Group 4 Residents	Per Field/Per Hour	$35	$35	
SR22	Group 4 Non-Residents	Per Field/Per Hour	$43	$43	
SR23	Group 5 Residents	Per Field/Per Hour	$57	$57	
SR24	Group 5 Non-Residents	Per Field/Per Hour	$68	$68	

#	Item / Service	Description / Unit	Fees through 6/30/24	Fee Effective 7/1/24	Fee Effective 9/1/24
	Other				
SR25	Administration Charge for Field Cancellations and Permit Changes	Per Cancellation/Permit Change	$25	$25	
For Tournaments, an hourly Facility Attendant fee in addition to the rental fees will be charged. Please refer to the Sports Fields Use Policy for more information.					
	Court Rentals (Basketball, Pickleball, Tennis)				
CTR1	Groups 1 and 2	Per Court/Per Hour	$5	$5	
CTR2	Group 3	Per Court/Per Hour	$7	$7	
CTR3	Group 4 Resident	Per Court/Per Hour	$10	$10	
CTR4	Group 4 Non-Resident	Per Court/Per Hour	$12	$12	
CTR5	Group 5 Resident	Per Court/Per Hour	$16	$16	
CTR6	Group 5 Non-Resident	Per Court/Per Hour	$19	$19	
	Cricket Multi-Use Cages				
CR1	Groups 1 and 2	Per Cage/Per Hour	$16	$16	
CR2	Group 3	Per Cage/Per Hour	$16	$16	
CR3	Group 4 Residents	Per Cage/Per Hour	$19	$19	
CR4	Group 4 Non-Residents	Per Cage/Per Hour	$23	$23	
CR5	Group 5 Residents	Per Cage/Per Hour	$23	$23	
CR6	Group 5 Non-Residents	Per Cage/Per Hour	$23	$23	
	Sand Volleyball Court Rentals				
SVR1	Groups 1 and 2	Per Court/Per Hour	$7	$7	
SVR2	Group 3	Per Court/Per Hour	$18	$18	
SVR3	Group 4 Resident	Per Court/Per Hour	$22	$22	
SVR4	Group 4 Non-Resident	Per Court/Per Hour	$26	$26	
SVR5	Group 5 Resident	Per Court/Per Hour	$35	$35	
SVR6	Group 5 Non-Resident	Per Court/Per Hour	$42	$42	
NEW Section 10.6: Dublin Art Center (DAC) Program and Event Fees					
	Group 1: Public Agencies - County of Alameda, Dublin-San Ramon Services District, Dublin Unified School District Group 2: Dublin Based Non-Profits - Chamber of Commerce, Charitable and Social Welfare Organizations, Homeowners Associations, and Sports League Organizations Group 3: Individuals and Other Groups - Dublin Residents, Non-Residents of Dublin, and Charitable Groups Not Approved for Group 2 Group 4: Commercial - Dublin-Based Businesses and Non-Dublin Businesses				
	DAC Events and Drop-In Programs				
ACP1	Resident	Per Show, Event, Drop-in Progam, Open Studio, Etc.	New	$10-$100	
ACP2	Non-Resident	Per Show, Event, Drop-in Progam, Open Studio, Etc.	New	$12-$120	
	DAC Art Exhibits				
ACE1	Exhibit Fee - Gallery 180	Individual Fee	New	$30	
ACE2	Exhibit Fee - Informal Galleries	Individual Fee	New	$20	
	Black Box Theater Public Events (Shows, Productions, Performance, Recitals, etc.)				
BBT1	Ticket Sales Resident	Individual Fee	New	$10-$200	
BBT2	Ticket Sales Non-Resident	Individual Fee	New	$12-$240	
	Black Box Theater Public Event Usage Fees - Refundable Deposit $750				
	Weekday (Mon-Thurs) Events				
BBT6	Groups 1 and 2	Per Hour	New	$75	
BBT7	Group 3	Per Hour	New	$90	
BBT8	Group 4	Per Hour	New	$108	
	Weekend (Fri-Sun) Events				
BBT9	Groups 1 and 2	Per Hour	New	$90	
BBT10	Group 3	Per Hour	New	$108	
BBT11	Group 4	Per Hour	New	$130	
NEW Section 10.7: Dublin Art Center (DAC) Rental Fees					
	Art Gallery Rentals - Refundable Deposit $500				
ACR1	Groups 1 and 2	Per Hour	New	$54	
ACR2	Group 3 Resident	Per Hour	New	$65	

#	Item / Service	Description / Unit	Fees through 6/30/24	Fee Effective 7/1/24	Fee Effective 9/1/24
ACR3	Group 3 Non-Resident	Per Hour	New	$78	
ACR4	Group 4 Resident	Per Hour	New	$93	
ACR5	Group 4 Non-Resident	Per Hour	New	$112	
	Black Box Theater Private Rentals - Refundable Deposit $750				
ACR6	Groups 1 and 2	Per Hour	New	$108	
ACR7	Group 3 Resident	Per Hour	New	$130	
ACR8	Group 3 Non-Resident	Per Hour	New	$156	
ACR9	Group 4 Resident	Per Hour	New	$187	
ACR10	Group 4 Non-Resident	Per Hour	New	$225	
	Arts & Crafts Room - Refundable Deposit $500				
ACR11	Groups 1 and 2	Per Hour	New	$58	
ACR12	Group 3 Resident	Per Hour	New	$70	
ACR13	Group 3 Non-Resident	Per Hour	New	$84	
ACR15	Group 4 Resident	Per Hour	New	$100	
ACR16	Group 4 Non-Resident	Per Hour	New	$120	
	Arts Yard - Refundable Deposit $500				
ACR17	Groups 1 and 2	Per Hour	New	$25	
ACR18	Group 3 Resident	Per Hour	New	$30	
ACR19	Group 3 Non-Resident	Per Hour	New	$36	
ACR20	Group 4 Resident	Per Hour	New	$43	
ACR21	Group 4 Non-Resident	Per Hour	New	$52	
	Catering Kitchen - Refundable Deposit $500				
ACR22	Groups 1 and 2	Per Hour	New	$29	
ACR23	Group 3 Resident	Per Hour	New	$35	
ACR24	Group 3 Non-Resident	Per Hour	New	$42	
ACR25	Group 4 Resident	Per Hour	New	$50	
ACR27	Group 4 Non-Resident	Per Hour	New	$60	
	Ceramics Studio - Refundable Deposit $500				
ACR28	Groups 1 and 2	Per Hour	New	$112	
ACR29	Group 3 Resident	Per Hour	New	$135	
ACR30	Group 3 Non-Resident	Per Hour	New	$162	
ACR31	Group 4 Resident	Per Hour	New	$194	
ACR32	Group 4 Non-Resident	Per Hour	New	$233	
	Dance Studio - Refundable Deposit $500				
ACR33	Groups 1 and 2	Per Hour	New	$108	
ACR34	Group 3 Resident	Per Hour	New	$130	
ACR35	Group 3 Non-Resident	Per Hour	New	$156	
ACR36	Group 4 Resident	Per Hour	New	$187	
ACR37	Group 4 Non-Resident	Per Hour	New	$225	
	Mixed Media Room - Refundable Deposit $500				
ACR38	Groups 1 and 2	Per Hour	New	$92	
ACR39	Group 3 Resident	Per Hour	New	$110	
ACR40	Group 3 Non-Resident	Per Hour	New	$132	
ACR41	Group 4 Resident	Per Hour	New	$158	
ACR42	Group 4 Non-Resident	Per Hour	New	$190	
	Music Studio - Refundable Deposit $500				
ACR43	Groups 1 and 2	Per Hour	New	$22	
ACR44	Group 3 Resident	Per Hour	New	$26	
ACR45	Group 3 Non-Resident	Per Hour	New	$31	
ACR46	Group 4 Resident	Per Hour	New	$37	
ACR47	Group 4 Non Resident	Per Hour	New	$45	

#	Item / Service	Description / Unit	Fees through 6/30/24	Fee Effective 7/1/24	Fee Effective 9/1/24
* Local Fees and Charges not subject to annual adjustment base on Consumer Price Index (CPI). ** Fees and Charges established by seperate ordinance, State Law, or another agency and not subject to CPI adjustment.					

Agenda Item 8.1

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Review of User Fee Study and Cost Allocation Plan
Prepared by: Darlynn Haas, Management Analyst II

EXECUTIVE SUMMARY:

The City's User Fee Cost Recovery Policy calls for a comprehensive user fee study to be conducted at least every five years to assure that user fees reflect the City's underlying costs. The current fee and cost recovery model was adopted by the City Council in June 2018. On December 19, 2023, the City engaged Matrix Consulting Group, Ltd to conduct both a User Fee Study and a Cost Allocation Plan. The City Council will receive the results of the two reports prior to considering adoption of a new master fee schedule. A public hearing to adopt the master fee schedule is scheduled for June 18, 2024.

STAFF RECOMMENDATION:

Receive the reports and provide input.

FINANCIAL IMPACT:

The financial impact will be based on activity levels after the new fees are adopted and in place. Based on activity levels from Fiscal Year 2023-24, charging the full cost of providing services would result in $907,751 in fee revenue and entirely offset City costs. A partial cost recovery, as recommended by Staff, results in $570,679 in revenue, equating to a subsidy of $337,072.

DESCRIPTION:

The City's current fee and cost recovery model was developed using data from Fiscal Year 2017-18 and was adopted by the City Council in June 2018. Since then, certain fees have been updated annually to keep pace with increases in the City's costs for providing services, based on changes in the preceding December Consumer Price Index (Bureau of Labor Statistics, San Francisco-Oakland Urban Wage Earners and Clerical Workers), as prescribed by the City's User Fee Policy.

Local governments in California are permitted by State law to charge no more than the full cost of

providing the fee-related services to those who receive the benefit of the service. To calculate the full cost, it is necessary to study both the direct cost of providing services (e.g., staff time and equipment), as well as the indirect, or administrative, costs. Conducting a User Fee Study is the typical method agencies use to calculate direct costs, while a Cost Allocation Plan (CAP) calculates indirect costs. These two products must adhere to audit standards so that user fees are reasonable and defensible. In December 2023, the City engaged Matrix Consulting Group, Ltd to prepare the User Fee Study and CAP.

Overview – User Fee Study Results

In the User Fee Study (titled Cost Recovery Study Report of Findings – Attachment 1), Matrix lists the current recovery rate for each department (Attachment 1, page 2). It is important to note that the protocol for the Fee Study reflects the Fiscal Year 2023-24 Adopted Budget for estimating costs and activity levels for services provided; therefore, the identification of cost recovery levels is a snapshot based on the data from that specific year. If costs are not fully recovered from the fees collected, then the difference would be a subsidy from the City's General Fund. A summary of costs compared to revenues recovered is presented in Table 1.

Table 1. Current Departmental Recovery Rate

User Fee Departments/Divisions	(A) Costs, User Fee Service	(B) Current Revenue	(C) Difference	(D) Current Recovery Percentage
Building	$4,711,585	$4,264,214	($447,371)	91%
Engineering	$512,382	$376,390	($135,992)	73%
Finance	$311,180	$137,967	($173,213)	44%
Fire	$386,201	$376,337	($9,864)	97%
Housing	$61,640	$54,180	($7,460)	88%
Planning	$147,130	$61,077	($86,053)	42%
Police	$97,850	$50,052	($47,798)	51%
Total	$6,227,968	$5,320,217	($907,751)	85%

Table 1 shows that the City's full cost to provide fee-related service is $6.2 million, which is $0.9 million lower than revenue collected, equating to an overall recovery rate of 85%. The current recovery level for individual departments ranges from 42% in Planning to 97% in Fire.

Proposed Application of Fee Study Results

The Fee study includes lists of user fees by department (Attachment 1 -Sections 5-12). Each department section has a Fee Schedule Modification and Detailed Results area. The Fee Schedule Modification area describes fees that are proposed to be added, removed, and/or expanded. The Detailed Results area shows the current fee, the full cost of providing the related service, and the difference. New fees being proposed because of this study are denoted as "New" in the Current Fee Description column.

Notable Items

Because these studies are typically conducted every five years, agencies can see dramatic

differences in fees. The studies incorporate not only current personnel costs, but current department staffing structures, as well as current software and other technologies used in providing the services.

Subsidized Fees

The City's User Fee Policy (Attachment 4) allows for costs to not be the sole consideration in determining how much the City will charge for a service it provides. It further details which factors to consider when determining an appropriate cost recovery level. The main factors used to determine which fees to subsidize are:

1. Health and Safety (service recipient vs. service driver) – For services associated with regulated activities, development review, code enforcement), from which the community primarily benefits for the need for the service. (e.g., a Water Heater Permit)
2. City Public Policy/Objective – For services that related to City policies and Council goals focused on long term improvements to community quality of life. (e.g., the Business License Fee)
3. Feasibility of Collection – For services where collecting of fees should be as simple as possible in order to reduce the administrative cost of collection. (e.g., Towed/Stored Vehicle Release)
4. State Law – (e.g., Police Reports)
5. Impact on Demand (Elasticity) – At full cost recovery, pricing may significantly impact demand and may negatively impact lower-income groups. (e.g., Passport Photo Fee)

Attachment 3 list fees identified by Staff as needing discussion about potentially charging less-than-full cost recovery. The results of these recommendations are summarized by department in the below table. It should be noted that some fees are set by statute and cannot be adjusted to full cost recovery.

Table 2. Recommended Subsidy Levels, by Department

User Fee Departments/Divisions	(A) Costs, User Fee Service	(B) Revenue at Proposed Fees	(C) Subsidy	(D) Cost Recovery
Building	$4,711,585	$4,670,043	$41,542	99%
Engineering	$512,382	$512,382	$0	100%
Finance	$311,180	$137,967	$173,213	44%
Fire	$386,201	$386,201	$0	100%
Housing	$61,640	$61,640	$0	100%
Planning	$147,130	$73,366	$73,764	50%
Police	$97,850	$49,297	$48,553	50%
Total	$6,227,968	$5,890,896	$337,072	95%

The City of Dublin's new fee study identifies several items or areas that are notable and warrant discussion. These are described below.

Time and Materials Billing Rates

The City charges hourly rates for employees performing services on a time-and-materials basis. Table 3 shows the hourly rates currently being charged for City staff work, the newly calculated, full hourly cost of providing the related services, and the percentage change between the two.

Table 3. Hourly Rates

User Fee Departments/Divisions	Current Hourly Rates	New Full Cost Hourly Rates (Based on Fee Study)	% Change
Building	$255.00	$290.00	12%
Engineering	$350.00	$355.00	1%
Engineering Inspection	$279.00	$331.00	16%
Planning	$330.00	$337.00	2%

The hourly rates in the table above include the blended hourly rates of Staff performing the work in these functions, as well as an indirect cost rate, such as costs from central service departments such as Finance and Human Resources, as applicable to each department.

Overhead Rates

Many of Dublin's development-related services are provided by external contractors. In these cases, the customer pays the cost incurred by the City plus an overhead rate to cover the City cost of overseeing the contractor and the work performed. Table 4 shows the overhead rates currently being charged for development work and the newly calculated full overhead rate, as well as the percentage change between the two.

Table 4. Overhead Rates

User Fee Departments/Divisions	Current Overhead Rate	New Full Cost Overhead Rate (Based on Fee Study)	Change
Building	30%	45%	15%
Engineering	26%	46%	20%
Planning	30%	45%	15%
Citywide General	64.80%	24.48%	(40.32%)

Credit Card Fee

The City is assessed a fee on all credit card charges, and historically, has absorbed this fee as a cost of doing business. However, with a significant shift to online payments and the increased use of in-person contactless payments, the number of credit card transactions has continued to grow. Applying a 3% charge to such transactions would allow the City to recover these charges (equating to about $130,000).

Technology Fee

The City is currently in the process of upgrading its Land Use and Permitting system, a component of the Enterprise Resource Planning system. Due to the high cost involved with these systems, Staff requested that Matrix identify potential ways to offset this cost in the future when the system

reaches the end of its useful life. One way to accomplish that is to charge a technology fee on development permits. Matrix determined that a 2% fee added to the cost of a permit would allow the City to accumulate adequate funds ($1.5 million over 10 years) to replace the system. This is a practice currently in place in both Hayward (6%) and Livermore (2%).

EV Charging Fees
Currently the City charges $0.33 per kilowatt-hour on its Level 2 chargers at City facilities, equating to $0.99 per charging hour (the current Level 2 chargers typically produce a minimum of three kilowatts per hour, though this can vary by vehicle). The current fee was established to cover the cost of electricity, but it does not cover the maintenance agreements or surcharges by the charging vendors. While the actual cost of this service varies by location and vendor, it is believed the City would need to charge between $0.75 - $0.80 per kilowatt-hour to cover all costs. This means that a customer could pay $2.40 per charging hour in Dublin. Rates charged by selected other agencies are shown on page 13 of the Fee Study.

Overview – Cost Allocation Plan (CAP)
The CAP is an accounting report that calculates the City's indirect, or overhead, costs as expressed by a percentage rate. This rate is then applied to fee-related service costs to identify the total cost of providing services. Administrative costs are derived from departments that support more than one program area and are not easily identifiable to specific activities (e.g. Finance and Human Resources).

The indirect rate is also utilized for new fees that are developed before the next user fee study is conducted, and for overhead charges on other services not shown in the Master Fee Schedule.

Conclusion
Staff will incorporate the fees shown in this report, including any adjustments the City Council makes, into the new Master Fee Schedule. The Public Hearing to adopt the Master Fee Schedule has been noticed for June 18, 2024. Per State Law, all new or increased development-related fees cannot become effective until 60 days after their adoption. At the June 18, 2024 Public Hearing, Staff will recommend that all non-development fees become effective July 1, 2024, and that development fees become effective September 1, 2024.

STRATEGIC PLAN INITIATIVE:

Strategy 4: Organizational Health
Objective 4E: Complete an update to the User Fee Study.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Report on Cost of Services (User Fee) Study
2) Full Cost Allocation Plan

3) Subsidized Fee Recommendations
4) User Fee Cost Recovery Policy

DUBLIN
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STAFF REPORT

PARKS AND COMMUNITY SERVICES COMMISSION

DATE: April 15, 2024

TO: Honorable Chair and Commissioners

FROM: Jackie Dwyer, Parks & Community Services Director

SUBJECT: Fiscal Year 2024-25 Master Fee Schedule Update for Parks and Community Services
Prepared by: Brad Olson, Management Analyst II

EXECUTIVE SUMMARY:

The Commission will receive a report on the Fiscal Year 2024-25 Master Fee Schedule update for the Parks and Community Services Department and consider a recommendation to the City Council regarding the adoption of fees.

STAFF RECOMMENDATION:

Receive the report and recommend approval of fee updates to the City Council.

FINANCIAL IMPACT:

The proposed fee schedule (Attachment 1) is anticipated to be submitted to the City Council for review and approval in June 2024 and subsequently factored into the Fiscal Year 2024-25 operating budget.

DESCRIPTION:

The Parks and Community Services (PCS) Department offers a variety of recreation programs and activities in aquatics, sports, youth and senior programs, and facility space for community rental use. PCS, which the General Fund partially supports, offsets the costs of these activities largely through fees for services.

Staff reviews current expenditures and revenues annually to assess whether fee adjustments are needed to maintain or enhance service levels or support a new program or activity. Based on these findings, the fee proposals are adjusted accordingly.

The proposed Parks and Community Services Department Master Fee Schedule (Attachment 1) lists current and proposed fees. All fee adjustments are made per the Pricing Policy for Parks and Community Services Programs, Facilities, and Field Use adopted by the City Council on June 21,

2016 (Attachment 2).

Below is a summary of the proposed adjustments to PCS fees for Fiscal Year 2024-25.

Family Programs – Camp Connector Lunch Hour – Eliminate Fee
This program has not been offered for several years due to minimal registrations and difficulty scheduling Staff.

Family Programs – Little Clovers TK Program – New Fee
The Little Clovers extended learning program was developed to complement the Transitional Kindergarten (TK) program offered by the school district. *Fees: Little Clovers TK – Resident 4-day, 4-week session - $400 and Little Clovers TK – Non-Resident 4-day, 4-week session - $480; Little Clovers TK – Resident 5-day – 4-week session - $500* and *Little Clovers TK – Non-Resident 5-day, 4-week session - $600*

Sports Programs - Adult Sports League Late Fee – Eliminate Fee
The City has not charged this in the past several years. Instead of imposing charges, Staff focuses on encouraging early registration rather than penalizing late registration.

Sports Programs - Adult Basketball – Adjust Fee
Staff is transitioning this from a variable fee (based on season length) to a flat fee structure. The fee is determined by 8 regular season games plus 1 playoff game. In the event of modifications to league durations, fees will be adjusted proportionately to maintain alignment and adherence to the approved fee schedule. *Fees: Adult Basketball League Resident - $865 per team* and *Adult Basketball League Non-Resident - $1,038 per team.*

Sports Programs - Adult Softball – Adjust Fee
Staff is transitioning this from a variable fee (based on season length) to a flat fee structure. The fee is determined by 8 regular season games plus 1 playoff game. In the event of modifications to league durations, fees will be adjusted proportionately to maintain alignment and adherence to the approved fee schedule. *Fees: Adult Softball League Resident - $699 per team* and *Adult Softball League Non-Resident - $838 per team.*

Youth Summer Junior Warriors Basketball League (Youth In-House Sports Camps) – Rebrand and Adjust Fee
Staff is rebranding the Youth Summer Junior Warriors Basketball League to Youth In-House Sports Camps, as the summer activity is not typically sponsored by the Junior Warriors Organization. The fee category will include all in-house youth multi-sport camps, regardless of season. *Fees: Youth In-house Sports Camps Resident - $132* and *Youth In-house Sports Camps Non-Resident - $158*

Sports Programs – Adult Bocce League – New Fee
The department has received several inquiries about resurrecting the Bocce League. New resident and non-resident fees have been established, based upon 8 season games plus 1 playoff game. In the event of modifications to league durations, fees will be adjusted proportionately to maintain alignment and adherence to the approved fee schedule. *Fees: Adult Bocce League Resident - $205 per team* and *Adult Bocce League Non-Resident - $246 per team.*

Sports Programs – Adult Sand Volleyball League – New Fee
With the recent opening of Fallon Sports Park Phase 3, Staff is implementing a sand volleyball league, utilizing the sports park's new sand volleyball courts. The fee includes 8 regular season games plus 1 playoff game. In the event of modifications to league durations, fees will be adjusted proportionately to maintain alignment and adherence to the approved fee schedule. *Fee: Adult Sand Volleyball League Resident - $290 per team* and *Adult Sand Volleyball League Non-Resident - $348 per team.*

Facility Rentals – Library Program Room - Correction
Program room rental fees (Group 1-4 rates for rental space at the Library) were unintentionally omitted from previous master fee schedules and are now being added. *Fees: Library Program Room – Refundable Deposit - $500. $0/hr. for Groups 1 and 2, $94/hr. for Group 3 Residents, $113/hr. for Group 3 Non-Residents, $125/hr. for Group 4 Residents, $150/hr. for Group 4 Non-Residents.*

Facility Rentals – Senior Center Lounge - Correction
Lounge fees (Group 1-4 rates for rental space at the Senior Center) were unintentionally omitted from previous master fee schedules and are now being added. *Fee: Senior Center Lounge – Refundable Deposit - $500. $12/hr. for Groups 1 and 2, $48/hr. for Group 3 Residents, $58/hr. for Group 3 Non-Residents, $64/hr. for Group 4 Residents, $77/hr. for Group 4 Non-Residents.*

Facility Rentals – Wave Boardwalk - Correction
Boardwalk fees (Group 1-4 rates for rental space at The Wave) were unintentionally omitted from previous master fee schedules and are now being added. *Fee: Wave Boardwalk - Refundable Deposit - $500. $275/hr. for Groups 1, 2, and 3 Residents, $330/hr. for Group 3 Non-Residents, $429/hr. for Group 4.*

Facility Rentals – Wave Concessions Stand – New Fee
Rental inquiries for the Wave Concession Stand have increased. Rentals will only be permitted when accompanying an existing rental. Examples of this may be an addition to a private group hosting a swim meet or a waterpark buy-out. Concession stand rentals will not be permitted during the traditional waterpark season or when the water park is in use for the public. *Fee: Wave Concessions Stand - Refundable Deposit - $500. $36/hr. for Groups 1, 2, and 3 Residents, $43/hr. for Group 3 Non-Residents, $54 /hr. for Group 4.*

Sport Field Rentals – Court Rentals (Basketball, Pickleball, Tennis) – Expand Activities and Consolidate Fees
Group 1-5 rates for Basketball Court Rentals (BR1-BR6) and Tennis Court Rentals (TR1-TR6) combined into a new category – Court Rentals (CTR1-CTR6). Pickleball rates were added with the

addition of new pickleball courts located at Don Biddle Community Park and in anticipation of new courts coming online at Wallis Ranch Community Park. There is no fee change associated with this inclusion to the schedule. *Fees: Court Rentals (Basketball, Pickleball, Tennis) – $5/hr. for Groups 1 and 2, $7/hr. for Group 3, $10/hr. for Group 4 Residents, $12/hr. for Group 4 Non-Residents, $16/hr. for Group 5 Residents, $19/hr. for Group 5 Non-Residents.*

Sport Field Rentals – Sand Volleyball Court Rentals – New Fee
A cost comparison was done with neighboring jurisdictions offering volleyball court rentals. Existing fees for Grass Field rentals were comparable with market rates and were adopted for Sand Volleyball Court Rentals. *Fees: Sand Volleyball Court Rentals – $7/hr. for Groups 1 and 2, $18/hr. for Group 3, $22/hr. for Group 4 Residents, $26/hr. for Group 4 Non-Residents, $35/hr. for Group 5 Residents, $42/hr. for Group 5 Non-Residents.*

Dublin Arts Center (DAC) – New Fees
Dublin Arts Center fees and Group 1-4 rental rates were derived from the operations guide shared with the Parks and Community Services Commission and Heritage and Cultural Arts Commission and presented to the City Council in October 2023.

DAC Events and Drop-In Programs
Resident and Non-Resident fees charged for shows, events, drop-in programs, open studios, etc. *Fees: DAC Events and Drop-In Programs Resident - $10-100 per person* and *DAC Events and Drop-In Programs Non-Resident - $12-120.*

DAC Exhibit Fee – Gallery 180
Fee charged to exhibitors, artists, or organizations to display formal and professional exhibits showcased within Gallery 180. *Fee: DAC Exhibit Fee – Gallery 180 - $30*

DAC Exhibit Fee – Informal Galleries
Fee charged to amateur exhibitors, artists, or organizations to showcase artworks in informal spaces within the DAC, such as main hallways and lobbies. *Fee: DAC Exhibit Fee – Informal Galleries - $20*

DAC Black Box Theater Public Events (Shows, Productions, Performance, Recitals, etc.)
Ticket fees for public shows, productions, performances, recitals, etc. *Fees: DAC Black Box Theater Ticket Sales Resident - $10-200* and *DAC Black Box Theater Ticket Sales Non-Resident - $12-240.*

DAC Black Box Theater Public Event Usage Fees
Fees charged for performers/companies using the Black Box Theater for public shows, productions, performances, recitals, etc. Fee rates established for Mon-Thurs and Fri-Sun Events. *Fees: DAC Black Box Theater Public Event Usage Fees (Mon-Thurs) - Refundable Deposit - $750. $75/hr. for Groups 1 and 2, $90/hr. for Group 3, $108/hr. for Group 4; DAC Black Box Theater Public Event Usage Fees (Fri-Sun) - $90/hr. for Groups 1 and 2, $108/hr. for Group 3, $130/hr. for Group 4.*

DAC Rental Fees

Fees charged for the rental of DAC facilities for events that are not open to the public, such as parties, workshops, etc. *Fees: Refundable Deposit - $500-750. $22-112/hr. for Groups 1 and 2, $26-135/hr. for Group 3 Resident, $31-162/hr. for Group 3 Non-Resident, $37-194/hr. for Group 4 Resident, $45-233/hr. for Group 4 Non-Resident.*

In addition to the above updates, Staff has included administrative clean-up items such as deletions of programs and activities that have been discontinued, program consolidations, and corrections of minor typos.

The Master Fee Schedule, which includes the PCS fees above, is anticipated to go to the City Council for review and approval in June 2024.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The Commission Agenda was posted.

ATTACHMENTS:

1) Proposed Fiscal Year 2024-25 Parks and Community Services Department Master Fee Schedule
2) Pricing Policy for Parks and Community Services Programs, Facilities, and Field Use

Pricing Policy for Parks and Community Services Programs, Facilities, and Field Use

1. The City Council shall set Parks and Community Services programs, facilities and field use fees ("Parks and Community Services Fees") annually as part of the adoption of the City's Master Fee Schedule.

2. The City Council shall approve, by resolution, Parks and Community Services Fees, and shall approve, by resolution, cost sharing, when applicable, for programs offered via contract providers.

3. The Parks and Community Services Commission shall be given an opportunity to review the Parks and Community Services Department's ("Department") program fees annually prior to submission to City Council for approval.

4. The City Council will review and adopt cost recovery targets for the Department as part of annual budget process.

5. The Department Director, in his or her sole discretion, may adjust fees outside of the annual process by up to 20% in a fiscal year. Any revisions and/or changes shall be documented as part of the next Master Fee Schedule adoption.

6. The fees for non-residents for both programs and facility rentals shall be established at a minimum of 20% higher than fees for Dublin residents, unless an exception is made via the City Council adopted Master Fee Schedule.

7. The Director, in his or her sole discretion, may has establish rates for new classes (initiated after adoption of the annual Master Fee Schedule) and offer reduced fees such as introductory rates, early registration, family discounts and coupon discounts, to promote new recreation programs or resurrect existing ones.

8. Previously, the City Council adopted fee schedules with associated "use policies" as separate actions. Now, the City Council shall adopt Parks and Community Services Fees one time per year as part of the Master Fee Schedule.

2657409.1

Adoption of Master Fee Schedule

June 25, 2024

DUBLIN
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Background

- Master Fee Schedule
  - User Fee Study/Cost Allocation Plan
  - Parks and Community Services annual fee adjustment.
- April 15, 2024 Parks and Community Services (PCS) Fees – Reviewed by Parks and Community Services Commission
- June 4, 2024 –Report on updated User Fee Study and Cost Allocation Plan.

User Fee Study Review

- City is currently at 85% recovery rate
  - Subsidy of $907,751
- Department recovery ranges from 42% (Planning) to 97% (Fire)
- Overall recovery rate would increase to 95%
  - Subsidy of $337,072
  - Fees set by statute
  - Fees not collected at 100%

User Fee Study Review

- Additional Revenue of $848,605

Type	Projected Revenue*
2023 Fee Study Update	$570,679
Technology Fee	$150,000
Credit Card Fee	$127,926
Total	**$848,605**

*Based on activity Levels from FY 2023-24

Cost Allocation Plan

- Calculates a Citywide overhead rate
  - City rate 24.48%
- Calculates a departmental overhead rate
  - Looks at support costs applied to each department providing the direct service
  - This rate is included in the staff billing rates

Notable Items

- Time and Material Billing Rates
- Blend Rates

Table 3. Hourly Rates

User Fee Departments/Divisions	Current Hourly Rates	New Full Cost Hourly Rates (Based on Fee Study)	% Change
Building	$255.00	$290.00	12%
Engineering	$350.00	$355.00	1%
Engineering Inspection	$279.00	$331.00	16%
Planning	$330.00	$337.00	2%

Notable Items

- Development-related services

User Fee Departments/Divisions	Current Overhead Rate	New Full Cost Overhead Rate (Based on Fee Study)	Change
Building	30%	45%	15%
Engineering	26%	46%	20%
Planning	30%	45%	15%

- Citywide

Citywide General	64.80%	24.48%	(40.32%)

Parks and Community Services Fees

- Not required to be included as part of the User Fee Study.
  - Set at Market Rate.
  - Parks and Community Services Pricing Policy.
  - Included in the Master Schedule of Fees.
- Summary of adjustments
  - New programs
    - Little Clovers Transitional Kindergarten
    - Adult Bocce League
    - Adult Sand Volleyball League

Parks and Community Services Fees

- Summary of adjustments (Con't)
  - Existing fee adjustments of note:
    - Adult Basketball and Adult Softball Leagues adjusted from a variable fee to a flat fee structure.
    - Adult Sports League late fee was discontinued in favor of promoting early registration over penalizing late sign-ups.
  - Corrections and new fees have been made for various facility rentals, including the Library Program Room, Senior Center Lounge, and Wave Concession Stand, along with new fees for the Dublin Arts Center's events, exhibits, and rentals.

Master Fee Schedule

- All Fees, with the exception of certain fees, (those set by statute and PCS fees) will be updated annually to reflect changes in the CPI, per the City's User Fee Policy.

Recommendation

- Conduct the Public Hearing, deliberate, and adopt the following:
  - Adopt the Resolution Adopting a Master Fee Schedule for Services Provided by the City
    - Non-Development Fees – Effective July 1, 2024
    - Development Fees – Effective September 1, 2024

Thank you!

DUBLIN
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Agenda Item 8.1

STAFF REPORT

CITY COUNCIL

DATE: June 25, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Actions to Fill City Councilmember Vacancy
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider applications received to fill the City Council vacancy due to the appointment of Michael McCorriston as Mayor. The City Councilmember term expires December of this year.

STAFF RECOMMENDATION:

Discuss the applications received and appoint an applicant to fill the City Council vacancy for the term ending December 2024; or take other appropriate action.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The resignation of Mayor Hernandez on June 4, 2024, created a vacancy in the office of Mayor and at the June 4, 2024, Regular City Council Meeting, Michael McCorriston was appointed to fill the vacancy for the remainder of the term ending December 2024.

Government Code Section 36512 provides that if a vacancy occurs on the City Council, the City Council "shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a Special Election to fill the vacancy."

At the June 4, 2024 Regular City Council Meeting, the City Council directed Staff to post an application for the vacancy on Wednesday, June 5, 2024, with the applications due to the City Clerk on Wednesday, June 12, 2024 at 5:00 PM. The application period was announced via press release, on the City's website through a NewsFlash, in the "Backyard Brief", and on NextDoor and other social media platforms. Paper applications were also available at the Civic Center if someone

inquired.

Applications were received from the following individuals: Seema Badar, Lucrecia Deleon, Lynna Do, Sameer Hakim, Regis Harvey, Jerry Molnar, John Morada, Samir Qureshi, Ramya Ramakrishnan, Wahida Rashid, Andrea Renzulli, Ravindra Sharma, Sierra John Slatinsky, Janine Thalblum, Antonio Ticsay, Horatiu Ulescu, and Stephen Wright.

The most recent occurrence of the City Council filling an unexpired vacancy on the City Council was in 2018. After reviewing applications, each Councilmember came to the meeting prepared with their top two applicants in mind. The City Clerk noted the top two for each Councilmember on the screen and the City Council discussed the top selections.

Staff asks that the City Council be prepared to discuss the applications and either make an appointment or provide further direction. Staff has encouraged all applicants to be present and ready to answer any questions the Councilmembers may have.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

All applicants were provided with the agenda and a copy of this Staff Report. The City Council Agenda was posted.

ATTACHMENTS:

1) City Council Vacancy Applications

DUBLIN
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Application to Serve as City Councilmember

For the unexpired term ending December 2024

The City Council is accepting applications for the vacancy in the office of Councilmember. The City Council will formally consider these applications at a City Council meeting on Tuesday, June 18, 2024, at 7:00 p.m., in the City Council Chamber, 100 Civic Plaza, Dublin. Applications are due on Wednesday, June 12, 2024, by 5:00 p.m. Postmarks will not be accepted. If additional room is needed for answers, please attach additional pages as necessary.

For questions, contact Marsha Moore, City Clerk, at marsha.moore@dublin.ca.gov or (925) 533-6650

Are you a registered voter in the City of Dublin? Yes ◉ No ○

Name Seema Badar Date June 5, 2024

Address [redacted] Dublin, CA 94568

Email [redacted]

Home Phone Cell Phone [redacted] Work Phone

Employer Secure Justice Occupation Development Director

1. What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?

I am deeply involved in the community, actively serving on numerous boards, committees, and volunteer activities. Within the Dublin Unified School District, I was the President of the Kolb Elementary PFC for the past two years and will be the Vice President of the Fallon Middle School PFC in the upcoming school year. Additionally, I chair the Citizens Bond Oversight Committee and have recently been appointed as a Board Member of the Dublin Education Alliance. I am also a member of the Dublin Police Chief's Advisory Panel and an Elected Delegate to the Alameda County Democratic Central Committee in AD16. Furthermore, I serve as the President of the Muslim Democrats and Friends Club of Alameda County and as a Board Member at MCC East Bay, my local mosque. Beyond these roles, I am committed to supporting women facing domestic violence, the homeless, and the refugee community through various

2. Why do you want to serve on the City Council?

1) Passion for Community Service: Having served in various educational and community roles, I am deeply committed to the well-being and development of the community. Serving on the city council is a natural extension of this commitment, allowing me to address broader issues affecting all residents.
2) In-depth Understanding of Local Needs: My involvement with the Dublin Unified School District, attending Council meetings, serving on the Dublin Police Chief's Advisory Panel, completing the Inside Dublin class, Citizens Water Academy, and Dublin Police's Citizens Academy has provided insight into the educational and infrastructural needs of the city. This knowledge is crucial for making informed decisions on the city council.
3) Strategic Vision and Oversight: Serving as Chair of the Citizens Bond Oversight Committee and a Board Member of many organizations demonstrates my capability in strategic planning and financial oversight. These skills are essential for managing the city's budget, planning for future growth, and

Application to Serve as City Councilmember

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For questions, contact Marsha Moore, City Clerk, at marsha.moore@dublin.ca.gov or (925) 533-6650

Are you a registered voter in the City of Dublin? Yes ◉ No ○

Name Seema Badar Date June 5, 2024

Address [redacted] Dublin, CA 94568

Email [redacted]

Home Phone Cell Phone [redacted] Work Phone

Employer Secure Justice Occupation Development Director

1. What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?

Beyond these roles, I am committed to supporting women facing domestic violence, the homeless, and the refugee community through various service projects. I have been awarded a Community Hero Award and Unsung Hero Award for my service to the community by Assemblymembers Kansen Chu and Alex Lee.

2. Why do you want to serve on the City Council?

3) Strategic Vision and Oversight: Serving as Chair of the Citizens Bond Oversight Committee and a Board Member of many organizations demonstrates my capability in strategic planning and financial oversight. These skills are essential for managing the city's budget, planning for future growth, and ensuring fiscal responsibility.
4)Desire to Make a Greater Impact: While I have made significant contributions at various levels, serving on the city council offers the opportunity to influence citywide policies and initiatives, driving positive change on a larger scale.
Overall, my comprehensive experience, dedication to community service, and commitment to fostering an inclusive and thriving community make me well-suited to serve on the city council and contribute meaningfully to the city's future.

Application to Serve as City Councilmember

For the unexpired term ending December 2024

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

1) Growth and Development: Dublin has been experiencing rapid population growth, which has led to increased demand for housing, infrastructure, and public services. Managing this growth sustainably while maintaining the quality of life for residents is a significant challenge. With a growing population, the capacity of local schools is a concern. Ensuring that there are enough schools and that they are adequately funded and staffed is crucial for the community.
2) Public Safety: Maintaining a high level of public safety services, including police, fire, and emergency medical services, is essential for the well-being of residents.
3) Housing Affordability: The rising cost of housing is a concern for many residents. Ensuring there is affordable housing for all income levels, including options for low- and middle-income families, is a critical

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

A Councilmember's relationship with the public should be one of accessibility and openness. You have to be available to the public to listen to their concerns, gather feedback, and listen to their suggestions. It is important to attend community events, public meetings, and to hold office hours so the general public has access to you as a council-member. It's important to listen to diverse perspectives and work to give representation to all community groups.

The relationship with the Mayor is one of collaborations and team work to work towards common goals for the city. It is important to have respect and professionalism even when there are differences of opinion. It's important to support the mayor's role as the leader of the city council while also providing

Signature: _____

Please return the application to:
Marsha Moore
City Clerk
100 Civic Plaza
Dublin, CA 94568
(925) 833-6650
marsha.moore@dublin.ca.gov
You may also apply online at: https://dublin.ca.gov/cityclerk

Applications must be received by 5:00 p.m., Wednesday, June 12, 2024. Postmarks will not be accepted. Thank you.

Application to Serve as City Councilmember

For the unexpired term ending December 2024

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

issue.In order to address the issue of growth and development I would make sure the general plan for the city accommodates future growth and includes provisions for new schools. It's extremely important to keep the community informed of development plans and school projects. It would be important to host public forums and engage the community.
As a councilmember, addressing public safety includes collaborating with local law enforcement to ensure adequate staffing and resources, promoting community policing initiatives to build trust between police and residents, and investing in modern technology for enhanced surveillance and emergency response. Additionally, supporting programs that address underlying issues such as mental health and substance abuse, ensuring effective communication channels for residents to report concerns, and

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

It's important to support the mayor's role as the leader of the city council while also providing constructive feedback and alternative viewpoints when necessary.

A council-member should have a good and open line of communication with the city manager. It is important to have checkins and regularly discuss priorities, challenges, and progress on city projects. Council-members should collaborate with the City Manager to make sure the needs of the community are being met by providing support and resources to make sure goals are being met.

Signature: _____

Please return the application to:
Marsha Moore
City Clerk
100 Civic Plaza
Dublin, CA 94568
(925) 833-6650
marsha.moore@dublin.ca.gov
You may also apply online at: https://dublin.ca.gov/cityclerk

Applications must be received by 5:00 p.m., Wednesday, June 12, 2024. Postmarks will not be accepted. Thank you.

Application to Serve as City Councilmember

For the unexpired term ending December 2024

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

Additionally, supporting programs that address underlying issues such as mental health and substance abuse, ensuring effective communication channels for residents to report concerns, and advocating for policies that enhance neighborhood safety and emergency preparedness are crucial.
Addressing housing affordability in Dublin involves promoting the development of affordable housing through updated zoning laws and incentives for developers to include affordable units in new projects. Advocating for mixed-use developments and higher-density housing near transit hubs can also increase the availability of affordable options. Additionally, supporting policies that provide assistance to first-time homebuyers, protecting existing affordable housing stock, and partnering with non-profit organizations and state agencies to leverage funding and resources are crucial steps.

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

It's important to support the mayor's role as the leader of the city council while also providing constructive feedback and alternative viewpoints when necessary.

A council-member should have a good and open line of communication with the city manager. It is important to have checkins and regularly discuss priorities, challenges, and progress on city projects. Council-members should collaborate with the City Manager to make sure the needs of the community are being met by providing support and resources to make sure goals are being met.

Signature: _____

Please return the application to:
Marsha Moore
City Clerk
100 Civic Plaza
Dublin, CA 94568
(925) 833-6650
marsha.moore@dublin.ca.gov
You may also apply online at: https://dublin.ca.gov/cityclerk

Applications must be received by 5:00 p.m., Wednesday, June 12, 2024. Postmarks will not be accepted. Thank you.

DUBLIN

Application to Serve as City Councilmember

For the unexpired term ending December 2024

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

Additionally, supporting programs that address underlying issues such as mental health and substance abuse, ensuring effective communication channels for residents to report concerns, and advocating for policies that enhance neighborhood safety and emergency preparedness are crucial.
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4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

It's important to support the mayor's role as the leader of the city council while also providing constructive feedback and alternative viewpoints when necessary.

A council-member should have a good and open line of communication with the city manager. It is important to have checkins and regularly discuss priorities, challenges, and progress on city projects. Council-members should collaborate with the City Manager to make sure the needs of the community are being met by providing support and resources to make sure goals are being met.

Signature: Seema Badar Seema A. Badar 6/10/2024

Please return the application to:
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Dublin, CA 94568
(925) 833-6650
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DUBLIN
CALIFORNIA

Application to Serve as City Councilmember

For the unexpired term ending December 2024

RECEIVED
JUN 12 2024
CITY OF DUBLIN
CITY MANAGER'S OFFICE

The City Council is accepting applications for the vacancy in the office of Councilmember. The City Council will formally consider these applications at a City Council meeting on Tuesday, June 18, 2024, at 7:00 p.m., in the City Council Chamber, 100 Civic Plaza, Dublin. Applications are due on Wednesday, June 12, 2024, by 5:00 p.m. Postmarks will not be accepted. If additional room is needed for answers, please attach additional pages as necessary.

For questions, contact Marsha Moore, City Clerk, at marsha.moore@dublin.ca.gov or (925) 833-6650

Are you a registered voter in the City of Dublin? Yes ◉ No ◯

Name LUCRECIA DELEON Date 06/11/2024

Address [redacted] DUBLIN CA 94568

Email [redacted]

Home Phone [redacted] Cell Phone [redacted] Work Phone

Employer CCR INSURANCE SERVICES INC Occupation INSURANCE BROKER

1. What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?

My involvement in the Dublin community has been varied. I have I have served as a mentor for middle school students. Additionally, I have been active in supporting Dublin businesses to support economic growth and development. My participation in various community events, such as the Dublin St. Patrick's Day Festival and the Farmers' Market, has allowed me to connect with residents and understand their concerns and aspirations. Through these activities, I have developed a deep appreciation for our community's diverse needs and a commitment to improving the quality of life for all Dublin residents.

2. Why do you want to serve on the City Council?

I am passionate about serving on the Dublin City Council because I believe in the potential of our community and want to play a pivotal role in shaping its future. My goal is to ensure that Dublin remains a vibrant, inclusive, and thriving city. I am driven by a desire to address the needs of our residents, enhance public services, and promote sustainable development. By serving on the City Council, I can leverage my skills and experiences to advocate for policies that reflect the values and priorities of our community. I am committed to fostering transparent governance, encouraging civic engagement, and making informed decisions that benefit all citizens.

DUBLIN
CALIFORNIA

Application to Serve as City Councilmember

For the unexpired term ending December 2024

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

Affordable Housing:
The rising cost of living is making it increasingly difficult for many residents to afford housing. I propose collaborating with developers to create mixed-income housing projects and advocating for policies that incentivize the construction of affordable units. Additionally, I support exploring innovative solutions such as accessory dwelling units (ADUs) and community land trusts to increase housing options.

Traffic and Transportation:
Traffic congestion is a significant concern for Dublin residents. To address this, I will work on expanding public transportation options, enhancing bike and pedestrian infrastructure, and promoting carpooling initiatives. Additionally, I will advocate for smart traffic management systems to improve traffic flow and reduce commute times.

Economic Development:
Ensuring a robust local economy is crucial for Dublin's future. I plan to support small businesses by providing resources and creating a business-friendly environment. Encouraging the development of commercial areas that attract diverse businesses and industries will also be a priority. By fostering partnerships with local educational institutions, we can create a skilled workforce that meets the needs of growing industries.

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

As a Councilmember, I believe my relationship with the public should be based on transparency, accessibility, and responsiveness. It is crucial to actively engage with residents, listen to their concerns, and ensure their voices are represented in the decision-making process. Regular town hall meetings, community forums, and open office hours can facilitate this engagement.

With the Mayor, my relationship should be collaborative and respectful, focused on working together to achieve common goals for the betterment of Dublin. It is essential to maintain open communication, support each other's initiatives, and foster a unified vision for the city's future.

Regarding the City Manager, my relationship should be based on mutual respect and professionalism. The City Manager plays a critical role in implementing the Council's policies and managing the city's operations. By maintaining clear communication and providing the necessary support, we can ensure that the City's administrative functions run smoothly and efficiently, ultimately benefiting the residents of Dublin.

Signature: _____

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Are you a registered voter in the City of Dublin? Yes ◉ No ○

Name Lynna Lan Tien Nguyen Do Date 06/06/2024

Address [redacted], Dublin, CA 94568

Email [redacted]

Home Phone Cell Phone [redacted] Work Phone

Employer Lan Do & Associates, LLC Occupation Public Affairs

1. What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?

See attached pages

2. Why do you want to serve on the City Council?

See attached pages

DUBLIN
CALIFORNIA

Application to Serve as City Councilmember

For the unexpired term ending December 2024

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

See attached pages

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

See attached pages

Signature: Lynna Lan Tien Guyn

Please return the application to:
Marsha Moore
City Clerk
100 Civic Plaza
Dublin, CA 94568
(925) 833-6650
marsha.moore@dublin.ca.gov
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Application to Serve as City Councilmember

For the unexpired term ending December 2024

1. What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?

   I am a former Planning Commissioner. I was active in the efforts to get the LGBTQ+ Pride flown in the City. I am also active with Dublin Pride. I am also a member of the Camp Parks, Community Relations Working Group.

   While not directly in Dublin, I serve on the East Bay Stonewall Democratic Club Board of Directors as the secretary. Also, I am an alternate delegate on the Alameda Democratic Central Committee. I am currently serving on the California Board of Occupational as a member and secretary of the Board.

   Besides that, I am the President-elect of the Junior League of Palo Alto*Mid-Peninsula. I have served as the President of the Junior League of Oakland East Bay. I just finished my term at the Association of Junior Leagues International as an At-Large Director. I have been a member of the Junior League for over 20 years.

2. Why do you want to serve on the City Council?

   I believe in visibility and representation. I have been wanting to serve on the City Council since 2017. Previously I had applied to open City Council seats twice and ran for City Council, once. I believe it is important that the City Council reflects the diversity of the community and that all voices are represented at the table. Currently, we do not have a member of the LGBTQIA+ community represented on the City Council, and I believe I can be that representative and the voice at the table.

   My other passion is a downtown for Dublin. I know we have a Downtown Dublin Preferred Vision, which was created in 2019. I would like to see more movement on this and move this vision from paper to reality.

   I also have always believed in giving back to my community and being an active part of it. I have done this through serving on various boards and commissions since I was in high school. But now I feel it was time to make the move to gain

a seat at the table where I am the decision maker and help enact change directly.

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

   According to a survey conducted last May (2023), the top three policy issues facing the City are Dublin residents are increasingly worried about crime in the city, freeway congestion, housing costs and growth.

   As a City Council member, my job would be to listen to the residents' concerns and address their apprehensions with data and facts. All of these issues are interconnected and to alleviate these issues takes time and understanding what is already in the works and what more can be done. I would hit the ground running and get briefed on these issues and what's next and taking the necessary steps to help City staff and departments who are addressing these issues get the help, assistance and support they need to successfully execute their jobs.

   My background is in politics, public administration, policy, and psychology. I have worked for various political officials, campaigns, and consulting firms in the past. I bring these past experiences, as well as my network and connections, to the table to help facilitate working towards a positive solution for all.

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

   My view and belief about the relationship of the City Councilmember to the public is that first and foremost, the member is also a resident of the City of Dublin. Before they were in the role of public service, they were just residents who had issues and concerns about their City, but they also had a strong bond and loyalty to the City. Because if they did not feel that connection, why would they decide to spend time working to make this City a better place for all and the future?

   As for the relationship with the Mayor, their should be a relationship built on mutual respect. Each person is serving their City in a role where they are working to ensure that the City thrives into the future. It is ok to disagree, but it

is important to not make it personal. Decisions need to be made that will be beneficial to the city, not the individual.

The relationship with the City Manager and the City Councilmember is an integral one. The City Manager is tasked with the day-to-day operations of the city, they are the ones that are in the trenches and see what is going on with the city behind the scenes. The City Councilmember should support the City Manager and allow them to be successful in their jobs. But this is not to say that the City Councilmember should agree with everything the City Manager says or does, it is the job of the City Councilmember to ask the right and necessary questions to ensure that all potential issues are addressed.

With all three relationships, the City Councilmember serves the City of Dublin in a public capacity and works closely with all three groups to ensure the best possible success for the City.

Application to Serve as City Councilmember

For the unexpired term ending December 2024

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Are you a registered voter in the City of Dublin? Yes ◉ No ◯

Name Sameer Hakim Date 6/12/2024

Address [redacted]

Email [redacted]

Home Phone [redacted] Cell Phone [redacted] Work Phone

Employer Palo Alto Networks Inc. Occupation CyberSecurity Professional

1. What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?

Please see attached additional pages.
Answered on Pg1.

2. Why do you want to serve on the City Council?

Please see attached additional pages.
Answered on Pg2.

DUBLIN
CALIFORNIA

Application to Serve as City Councilmember

For the unexpired term ending December 2024

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

Please see attached additional pages.
Answered on Pg3.

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

Please see attached additional pages.
Answered on Pg4.

Signature: Sameer Hakim

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1. What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?

As a dedicated resident of Dublin since **2007**, I have been actively involved in various community initiatives and organizations, contributing to the growth and development of our city. I currently serve as a **Commissioner in the Parks and Community Services** Commission, a role I have held for the past five years since **2019**. During my tenure, I had the honor of chairing the commission for a year and serving as vice-chair for another year. In these advisory leadership roles, I have worked closely with fellow commissioners and city staff to ensure our parks, recreational programs, and community services meet the needs and expectations of our diverse population.

I have been deeply engaged in Dublin schools, volunteering in various capacities in the District Optimization Committee, School Site Council, Boundary Committee, LCAP. My commitment to education extended to my appointment as a **Trustee** on the Dublin Unified School District (DUSD) school board from September 2015 to December 2016. I played a vital role in shaping policies and decisions that impacted our schools and students. These roles have allowed me to engage directly with educators, parents, and students to address critical issues and improve the educational environment.

Additionally, I have served on the Dublin Partners in Education (DPIE) board, where I collaborated with educators, parents, and local businesses to support and enrich our students' educational experiences.

These experiences have given me with a deep understanding of our community's needs and the collaborative spirit required to address them effectively. I am passionate about continuing my service to Dublin and contributing to its vibrant future.

2. Why do you want to serve on the City Council?

Serving on the City Council is about both addressing current challenges and planning for a sustainable and inclusive future that reflects the diverse and dynamic spirit of Dublin, the "New American Backyard."

As an immigrant naturalized citizen, I bring a valuable perspective to the Council, representing Dublin's diverse community. My dedication to public service stems from a desire to tackle critical issues such as affordable housing, economic development, environmental sustainability, traffic congestion, enhancing parks and community services, and improving education and youth programs, all impacting the daily lives of Dublin residents. I wish to serve on the city council as this role involves addressing these issues and building a better future for all residents.

If appointed, my focus will be on advocating for and representing our community's diverse needs and concerns. I believe in transparent communication and fostering solid relationships with the Mayor and City Manager. I will work collaboratively with council members, city staff, experts, and stakeholders to develop and implement effective policies on critical issues, ensuring solutions are timely, practical, and, most importantly, in the best interest of our community.

My commitment to public safety is not just a duty, but a personal pledge. I will wholeheartedly support our local police and fire departments, enhance emergency response, and champion community safety and wellness programs, including mental health services and recreational opportunities. I firmly believe that a safe and healthy community is the bedrock of a vibrant and inclusive society. By promoting local businesses and cultivating a business-friendly environment, I can bolster economic development, attract new businesses, and generate jobs, thereby contributing to our community's prosperity and well-being. I am also resolute in my commitment to address housing affordability and homelessness and collaborate closely with schools to ensure high-quality education and youth engagement programs.

My aspiration, by serving on the City Council, is to effect real change in Dublin and contribute to the creation of a vibrant, sustainable, and inclusive community. Ensuring transparency and accountability will be a cornerstone of my approach.

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

Issue 1. Affordable Housing and Homelessness:
Dublin faces significant challenges in providing affordable housing due to rising costs and limited availability.
To address this, I would advocate for the development of mixed-income housing projects and support initiatives that provide incentives for developers to build affordable units.
Address homelessness by enabling the city to partner with non-profits and state agencies to provide job-training, mental health care, substance abuse programs and expand access to emergency shelters and transitional housing.
I will leverage the current City of Dublin's Housing Policy that aligns well with these solutions by focusing on diverse housing opportunities, regional collaboration, and specific plans for geographic areas to support below-market-rate programs and homebuyer education.

Issue 2. Economic Development:
Ensuring economic stability and growth amidst inflation and financial hardships is critical. To support local businesses, I propose providing grants and streamlining regulations to encourage entrepreneurship. Promoting Dublin as a business-friendly city will attract new companies and industries to Dublin, thereby creating jobs and boosting the local economy. Implementing workforce development programs will equip residents with skills for high-demand jobs. Investing in infrastructure projects will improve city amenities and attract businesses. There can be opportunities to leverage the new Dublin Downtown for being a food capital of East Bay. Supporting local businesses, especially post-pandemic, is crucial.

3. Traffic Congestion and Transportation Infrastructure:
Traffic congestion and inadequate transportation infrastructure impact residents' quality of life. Solutions include expanding public transit routes and frequency to reduce car usage, implementing smart traffic systems to optimize flow and reduce congestion, developing more bike lanes and pedestrian-friendly paths to encourage alternative transportation, and ensuring regular maintenance and upgrades of road infrastructure for safety and efficiency.

By focusing on these key areas, we can make significant strides in improving the quality of life for Dublin's residents and ensuring the city's long-term sustainability and prosperity.

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

I believe, as a Council Member, establishing and maintaining effective relationships with the public, the Mayor, and the City Manager is crucial for fostering a collaborative and efficient local government.

Engaging with the public involves maintaining open communication through town hall meetings, social media, coffee with council members, and newsletters to keep residents informed and engaged in local governance. Listening to constituents and ensuring transparency in decisions and actions are essential for representing the community's diverse interests and advocating for inclusive policies.

Collaboration and respect are key in the relationship with the Mayor. Effective governance requires teamwork, with the Mayor providing leadership and vision while Council Members focus on policymaking and oversight. Engaging in constructive dialogue and seeking common ground, even in disagreements, ensures that the community's best interests are served. Understanding and respecting the distinct roles of the Mayor and the Council enhances this collaborative relationship.

Professionalism and oversight define the relationship with the City Manager. Clear communication is essential to ensure that directives and expectations are understood and achievable. Providing support while performing necessary oversight ensures that policies and programs are implemented effectively. Collaborating on policy development, conducting performance reviews, and ensuring proper resource allocation and prioritization are vital for aligning the City Manager's efforts with the Council's objectives.

Balancing these relationships through communication, collaboration, transparency, and accountability contributes significantly to the effective governance of Dublin, California.

Application to Serve as City Councilmember

For the unexpired term ending December 2024

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Are you a registered voter in the City of Dublin? Yes ◉ No ○

Name Regis Harvey Date 06/10/2024

Address [redacted]

Email [redacted]

Home Phone [redacted] Cell Phone [redacted] Work Phone [redacted]

Employer SAHA Occupation Service Coordinator

1. What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?

I am a commissioner for the City of Dublin Human Service Commission, Membership- Chair for Diablo Black Men Group (DBMG) providing scholarships, mentoring, and internships, Co-founder of Diversity Inclusion Alliance (DIA) community grassroots organization. DIA collaborates with other community and cultural organizations in the Tri-Valley area. I also, participate Tri-Valley Nonprofit Alliance.

2. Why do you want to serve on the City Council?

Ultimately, my desire to serve on the City Council is rooted in a genuine commitment to making our city a better place for all our residents. I am ready to dedicate my time, energy, and resources to this important role and work collaboratively with my fellow council members and the community to achieve our common goals. I am very passionate in personal, professional, and community growth.

Application to Serve as City Councilmember

For the unexpired term ending December 2024

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

I believe the top three policy issues facing the city is Population Growth Infrastructure, Human Services, and Public Safety

How I Can Contribute
Collaboration:

Work with city officials, community leaders, and stakeholders to develop and implement effective solutions for these key issues.
Foster partnerships between public, private, and non-profit sectors to leverage resources and expertise.
Advocacy:

Actively advocate for policies and initiatives that address population growth, human services, and public safety.
Ensure that the city secures necessary funding and support from state and federal sources.
Innovation:

Explore and implement innovative solutions and best practices from other cities facing similar challenges.
Support the adoption of new technologies and approaches to improve city services and infrastructure.
Transparency and Accountability:

Maintain open communication with residents to keep them informed about progress and involve them in decision-making processes.
Ensure that all initiatives are transparent and accountable, with regular evaluations and opportunities for public input.

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

I believe as a Councilmember, my relationships should be characterized by:

With the Public: Transparency, engagement, and advocacy to ensure that constituents feel heard and represented.
With the Mayor: Collaboration, respect, and a balanced approach to governance that supports the city's strategic goals.
With the City Manager: Support, clear communication, and mutual respect to ensure effective administration and implementation of policies.

By fostering positive and productive relationships with these key stakeholders, I can effectively contribute to the governance and betterment of the city.

Signature: Reyna Harvey

Please return the application to:
Marsha Moore
City Clerk
100 Civic Plaza
Dublin, CA 94568
(925) 833-6650
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DUBLIN
CALIFORNIA

Application to Serve as City Councilmember

For the unexpired term ending December 2024

RECEIVED
JUN 12 2024
CITY OF DUBLIN
CITY MANAGER'S OFFICE

709

The City Council is accepting applications for the vacancy in the office of Councilmember. The City Council will formally consider these applications at a City Council meeting on Tuesday, June 18, 2024, at 7:00 p.m., in the City Council Chamber, 100 Civic Plaza, Dublin. Applications are due on Wednesday, June 12, 2024, by 5:00 p.m. Postmarks will not be accepted. If additional room is needed for answers, please attach additional pages as necessary.

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Are you a registered voter in the City of Dublin? Yes ◉ No ◯

Name Jerry Molnar Date 06/12/2024

Address [redacted]

Email [redacted]

Home Phone [redacted] Cell Phone Work Phone

Employer Accenture Occupation Senior Analyst

1. What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?

Volunteer at St. Raymond's food bank.
Volunter at Oakland public schools as a reading tutor.
Volunteer at Dublin High School Athletic Boosters, snack bar, fireworks booth, etc.

2. Why do you want to serve on the City Council?

I've been part of the Dublin community since 2012. We own a home here. My daughters were educated at St. Raymond's, Murray, Wells and Dublin High. My wife was was raised here since the 1980's. Her family still lives in Dublin This is our community and I'd like to give something back to a town that gave us so much.

DUBLIN
CALIFORNIA

Application to Serve as City Councilmember

For the unexpired term ending December 2024

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

Affordable housing - search other communities that is comparable to our size and find the success stories and how they were able to achieve their goal.

Common sense expansion - Dublin is growing, and that is great. However, we can grow too fast and be a detriment to the community. We can issue common sense policies that will protect exisiting Dublin while growing to the benefit to all.

Crime - Not more police but better trained police.

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

Communication is the key.

The public are out there living in the community every day. The council and Mayor can't be everywhere at once so we need to rely on the public to give us feedback on issues, what is working and what isn't.

Listen, listen, listen.

Signature: Jerry Mohrer

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DUBLIN
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Are you a registered voter in the City of Dublin? Yes ◉ No ◯

Name John Morada Date June 6, 2024

Address [redacted]

Email [redacted]

Home Phone Cell Phone [redacted] Work Phone

Employer HomeKey Occupation Co-founder & CEO

1. What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?

Vice President of DHS PFSO
Board member of Dublin Unified Soccer Leage
Volunteer parent at Dougherty Elementary

2. Why do you want to serve on the City Council?

My family and I relocated to California from Illinois about twelve years ago. We landed in Dublin, and it's the only palce we've ever known. I've seen it grow - both in challenging times and in good times.

We face a dramatically changing world inside the boundaries of city as well as outside. What is important is we maintain a sense of who we are. "As America's Backyard," it is duly important we are economically stable, family friendly, and true to our community well-being.

As a business operator and loyalist to family, my contribution to the Dublin City Council will be a diplomatic balance of growth for the city and growth in our family well being.

JM 6/10/2024

DUBLIN
CALIFORNIA

Application to Serve as City Councilmember

For the unexpired term ending December 2024

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

1. Greenspace: We simply need more greenspace. I will make it a point to work with our Planning Committee to increase greenspace requirements from builders by 5-7% for each new neighborhood.

2. Budgeting: We are growing fast, and so are our financial needs. I will bring the frugality of an auditor to our fiscal and monetary policy.

3. Traffic: We need to crack down on bad driver behavior. I will work with our law enforcement to use data-driven insights to pinpoint where the high risk areas are then allocate resources at the appropriate times to mitigate traffic violaters.

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

In summary, I believe a Councilmember must be accessible. This is not an officey ou hold with the assumption it is an ivory tower. This is an office of the people, and the office serves our citizens.

Hence, working with all parties is critically important. If the Mayor calls then it's a first-ring situation within reason. If the City Manager calls then it is the same. When a neighbor calls and wants coffee then I make myself available, too.

Everyone works together because we communicate. Everyone works better because we earned the trust.

Signature: Monde Morale

Please return the application to:
Marsha Moore
City Clerk
100 Civic Plaza
Dublin, CA 94568
(925) 833-6650
marsha.moore@dublin.ca.gov
You may also apply online at: https://dublin.ca.gov/cityclerk

Applications must be received by 5:00 p.m., Wednesday, June 12, 2024. Postmarks will not be accepted. Thank you.

6/10/2024

Application to Serve as City Councilmember

For the unexpired term ending December 2024

The City Council is accepting applications for the vacancy in the office of Councilmember. The City Council will formally consider these applications at a City Council meeting on Tuesday, June 18, 2024, at 7:00 p.m., in the City Council Chamber, 100 Civic Plaza, Dublin. Applications are due on Wednesday, June 12, 2024, by 5:00 p.m. Postmarks will not be accepted. If additional room is needed for answers, please attach additional pages as necessary.

For questions, contact Marsha Moore, City Clerk, at marsha.moore@dublin.ca.gov or (925) 533-6650

Are you a registered voter in the City of Dublin? Yes ◉ No ○

Name Samir Qureshi Date 6/5/24

Address [redacted] Dublin, CA 94568

Email [redacted]

Home Phone Cell Phone [redacted] Work Phone

Employer Payactiv Occupation Head of Customer Success

1. What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?

Currently I am serving on Dublin Senior Center Advisory Committee and in the past I have served on Dublin Planning Commission

2. Why do you want to serve on the City Council?

I am committed to serving the residents of Dublin and bringing my experiences to the City Council. My passion for public service, combined with many years of serving on various boards and committees, will be highly beneficial to the Dublin City Council.

Application to Serve as City Councilmember

For the unexpired term ending December 2024

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

Housing Development: I would promote affordable housing incentive programs, explore mixed-use developments, and collaborate with developers to create better projects.

Traffic: As our population grows, traffic congestion and infrastructure will be impacted. I would implement better traffic management systems and explore new public transportation options.

Economic Development: I would support small businesses through loans and other assistance, and work on attracting high-tech companies to relocate to Dublin.

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

My relationship with the other Councilmembers, Mayor, and City Manager should be collaborative, focusing on the betterment of the city and ensuring we provide top services to residents while maintaining budget balance. Safety is paramount, and given our city's diversity, it's essential to help the public find the services they need. Strong relationships are crucial for success, so it's important to keep the public informed and engaged as necessary.

Signature: _____

Please return the application to:
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For questions, contact Marsha Moore, City Clerk, at marsha.moore@dublin.ca.gov or (925) 833-6650

Are you a registered voter in the City of Dublin? Yes ◉ No ◯

Name Ramya Ramakrishnan Date 06/12/2024

Address [redacted], Dublin CA 94568

Email [redacted]n

Home Phone [redacted] Cell Phone [redacted] Work Phone

Employer HAF Occupation

1. What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?

Please see attached doc

2. Why do you want to serve on the City Council?

Please see attached doc

DUBLIN
CALIFORNIA

Application to Serve as City Councilmember

For the unexpired term ending December 2024

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

Please see attached doc

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

Please see attached doc

Signature: Ramya Ramanath

Please return the application to:
Marsha Moore
City Clerk
100 Civic Plaza
Dublin, CA 94568
(925) 833-6650
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From: Ramya Ramakrishnan
Dublin Resident

Application for the City Council Vacancy, Responses to questions

1. **What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?**

As the Director of Community Outreach at a non-profit advocacy and education organization, my role is dedicated to supporting the community, both locally and regionally. Since moving to Dublin nine years ago, I have actively participated in numerous community-focused initiatives.

I have served as a parent volunteer in various leadership roles within the Dublin Unified School District (DUSD), including the school site council for elementary, middle, and Dublin High School. Recently, I was elected for my eighth year on the school site council. Additionally, I was a member of the inaugural Emerald High School Design Committee and I played a key role in its completion through numerous volunteer initiatives that spanned many years.

My other contributions include:

- Serving on the DUSD Math Task Force
- Member of the Superintendent Search Committee
- Member of the District's Grading Task Force
- Offering an innovative enrichment program for Fallon middle during the pandemic to support their mental and physical health
- Helping Dublin City develop cricket facilities by being a strong advocate for emerging sports that Dublin youth are excelling at
- Working directly with senior staff at Dept. of Health and Human Services in Washington D.C. to make 988 Suicide Prevention videos, as part of my role at HAF.

Beyond school-related activities, I had stepped up to serve at my HOA to help my neighborhood solve problems, volunteered with international organizations such as SEWA International and BAPS and helping with local food drives and assembling medical kits for the homeless population. I have coordinated and organized events to educate elected officials, law enforcement agencies, and other leaders in the Bay Area on various important topics. My extensive experience in community service has allowed me to represent and lead effectively within and outside Dublin.

2. **Why do you want to serve on the City Council?**

I am deeply proud of Dublin, cherishing its beautiful neighborhoods and our strong-knit community. My commitment to community service stems from a desire to see a sense of purpose in my work, cultivating a moral and emotional connection to all I do. I am driven by an innate desire to help others and improve our city's quality of life.

My leadership skills, passion for service, and dedication to making Dublin better have inspired me to apply for the city council position. I have actively engaged with community members from all corners of Dublin and have a keen understanding of their needs and aspirations. My ongoing involvement in various community initiatives has provided me with a comprehensive pulse on what our residents desire and the focus areas for our elected leaders. Attending city council meetings regularly in the past and offering public comments on key agenda items has reinforced my desire and commitment to represent our community. The vast majority of my contributions have been for the greater good, providing me with a profound sense of fulfillment and purpose.

I view this vacancy as an opportunity to serve Dublin families as a capable and fair advocate. My approach is characterized by hard work, innovative problem-solving, and effective team collaboration. If I were to describe myself in three adjectives, they would be sincere, empathetic, and altruistic. With a deep-rooted dedication to our community and a proven track record of service, I am eager to contribute my energy, expertise, and vision to the Dublin City Council.

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

I believe that the top three policy issues facing the city are - 1. Public Safety, 2. Housing, and 3. Business Development.

Public Safety: Crime has been on the rise in Alameda County and unfortunately we have had our share of incidents here in Dublin as well. I would like to collaborate with the city council and staff to enhance crime prevention efforts to reduce thefts and break-ins. By educating families on securing their homes and businesses, and working with law enforcement to increase surveillance and police presence, we can ensure that Dublin residents feel safer. Additionally, I want to focus on traffic safety, particularly around schools, and make Dublin more bike and pedestrian-friendly to reduce congestion and also to promote healthier lifestyles.

Housing: Housing is one of the most critical issues in Dublin. My goal is to balance quality of life, affordability, and open spaces for residents. To achieve this, I propose gathering data on housing needs and desires through surveys and community meetings. This information will guide our planning and policy decisions. As a mother of two children, one in college and another one who will soon be ready for college, I am deeply concerned about the rising expenses and costs of housing especially for struggling families and I am committed to finding solutions that benefit all. I will also advocate for improved and frequent communication between residents and city council members to ensure that housing solutions meet community needs.

Business Development: Supporting and prioritizing businesses is vital for Dublin's economic growth. I propose continuing and expanding this support by offering workshops on small business ownership and entrepreneurship. Encouraging Dublin families to support local businesses can be achieved through social media outreach and providing incentives and perks and inculcating a sense of pride. As evidenced by the progressively expanding presence of Snowflake, as an example, I believe there is a tremendous opportunity to further develop Dublin for technology and other companies. By fostering a strong local economy, we can ensure the prosperity of our community.

Additionally, I think Dublin should focus on the **Physical and Mental Health** of its residents. Promoting healthier food choices through city-wide initiatives such as free nutrition workshops, yoga and meditation classes and advocating for year-round Farmers' markets with quality fresh produce will also be my key focus since we are seeing an alarming increase in depression and mental health challenges in all age groups.

The above policy priorities reflect my commitment to enhancing the well-being, safety, and economic vitality of Dublin.

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

As a City Councilmember, I believe that my relationships with the public, the Mayor, and the City Manager should be characterized by collaboration, transparency, and mutual respect.

With the Public: My relationship with the public should be rooted in mutual trust, active engagement and open communication. I am committed to being accessible and responsive to the needs and concerns of residents. This means active listening, regularly attending community events, and ensuring that constituents have multiple channels to voice their opinions and receive updates on city matters. Building trust through

transparency and accountability is essential, and I will work diligently to represent the interests of our diverse community members.

With the Mayor: The relationship with the Mayor should be respectful, collaborative and supportive. The Mayor serves as the leader of the city and presides over council meetings, so it is important that we work together harmoniously to achieve our shared goals. This involves mutual respect, understanding each other's perspectives and open two-way communication, aligning on strategic priorities, and building trust gradually. A solid partnership with the Mayor and rest of the city council team is crucial for effective governance and for advancing initiatives that benefit the community.

With the City Manager: The City Manager plays a key role in implementing the policies and directives set forth by the City Council. My relationship with the City Manager should be professional and based on mutual respect. The City manager is experienced and very knowledgeable on operations and supports the mayor and council before and during their decision making process, so I would look forward to learning from his/her expertise. Frequent and transparent communication between city council and manager is essential to ensure that the council's vision and policies are effectively translated into action. Collaborating with the City Manager to address challenges and leveraging opportunities will be vital for the efficient functioning of the city.

In summary, my approach as a City Councilmember will be to foster strong, respectful, and collaborative relationships with the public, the Mayor, and the City Manager and other staff, ensuring that we all work together effectively to serve the best interests of Dublin and Dublin residents.

Thank you for taking the time to read my responses.

Sincerely,

Ramya Ramakrishnan

DUBLIN
CALIFORNIA

Application to Serve as City Councilmember

For the unexpired term ending December 2024

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For questions, contact Marsha Moore, City Clerk, at marsha.moore@dublin.ca.gov or (925) 833-6650

Are you a registered voter in the City of Dublin? Yes ◉ No ○

Name Wahida Rashid Date 06/09/2024

Address [redacted]

Email [redacted]

Home Phone [redacted] Cell Phone [redacted] Work Phone [redacted]

Employer Caltrans Occupation Branch Chief, Environmenta

1. What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?

Currently, I am volunteering/serving my time in the Dublin Planning Commission as an Alternate for the past year and a half (my term ends in December 2024). In this short period of time, I have been an engaged Commissioner, offered my knowledge expertise in city planning, environmental planning and in CEQA implementation in the planning process. I am a CEQA practitioner, an architect, a planner and a representative of my community (District-2). I have learned how to form opinions, ask questions and offer decisions for a proposed projects and guide the developers to appropriate compliance with Dublin city planning guidelines. I am also a member of the Dublin Arts Collective (DAC) and work closely with the Dublin Art Commission to organize events, art shows etc. I participate and volunteer at other public events such as St. Patrick Day, community award ceremonies, Camp Park, Rotary Club and Heritage Commission in some capacity. As for my day job, I have been with California Department of Transportation (CalTrans) as a California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) practitioner for almost 25 years. I work as a branch manager and prepare CEQA/NEPA documents for large capital transportation projects for CalTrans. I also lead task force for compliance with SB-743 for public transportation and Climate Action. I have lead and organized many public hearing as part CEQA compliance for transportation projects. I know how to build partnership with public and private entities to achieve a bigger goal such as active transportation, climate action, equity in public space planning. I also serve as a volunteer as an alumni for UC Berkeley and organize leadership, lecture events in the Tri-Valley area. When my children were young I was heavily involved in San Ramon School District, PTA and volunteered in numerous public events for students and parents. Being a resident of the Tri-Valley for 32 years, I have been a passionate community builder and an activist. I understand the basic philosophy of making long term decision with proper data and study along with public opinion and build consensus among decision makers. Also, a big believer of a public forum such as a public hearing platform where the residents can express their opinion (1st amendment) in a safe space to connect with their governning body in a democratic way where they feel heard and public decisions are not made in a vacuum. I listen to TV 28 to stay informed about the community and different commission meeting thats gives me a holistic idea of needs and trends of Dublin city communities.

2. Why do you want to serve on the City Council?

I have always been and will stay passionate about public service and community building. I am an engaged citizen and a professional who would like to contribute in a better life, respect for environment and practice equity for all Dublin residents. As I mentioned, I chose public service over private sector many years ago when I graduated with a Masters degree in Architecture and Planning from UC Berkeley and joined CalTrans' Planning and Environmental Team in 1999. Since then I have tried to plan and design state and county level projects with public good in mind. I have developed values such as accountability, transparency, professionalism and integrity as a public facing government officer interfacing with many public and private agencies in building and collaborative public projects. I have also managed cost, scope and schedule at a project level and contributed to policy level change to address multi modal transportation system, climate change and equity. I could bring these expertise if I am given the opportunity to be a council member.

I have been exposed to learn more about the Dublin City's core values, its priorities and initiatives through my service to the Planning Commission. Dublin values safety for all, supports Transit building, affordable housing, reducing carbon footprints by high density housing and mixed use buildings that brings soft business and create employment, incentivise small businesses, affordable housing and values open space and art. I would like to expand my service in a greater capacity as a city council memeber from a planning commissioner where I can bring not only my expertise in planning, architecture and CEQA but contribute in some of the other goals of the city.
I would like to see the Dublin Downtown come to fruition in the near future that would generate revenue from diverse source of tax for the city, implement more Active Transportation/Transit/Bike and Ped projects to mitigate vehicular traffic movement.

DUBLIN
CALIFORNIA

Application to Serve as City Councilmember

For the unexpired term ending December 2024

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

Having served on the Planning Commission I see a strong need for a thriving Downtown for the City of Dublin that is accessible from all parts of Dublin via all modes of transportation. This downtown would also attract diverse businesses and housing projects. The City is missing a sense of centrality and the east and west Dublin seem separated. However, building the Downtown will bring everyone together and that would give the citizens a great sense of Dublinian identity. The Planning Commission is working with developers to ensure necessary compliance to move forward with this much needed project.

City of Dublin is doing well with RHNA percentage that we are suppose to comply with which is 12.5% affordable housing and we have attracted many good developers who have built new development in Dublin. With more housing coming in, the challenge to manage more traffic movement, build more schools and park system. Luckily, we have two Transit hub (West Dublin an Dublin BART station) and associated roadway transportation system to support many of these traffic needs. However, Dublin need for implement more public buses, bike and pedestrian (per Dublin's approved bike and ped plan) components at every opportunity. Transit buses need to build ridership and increase frequency. I hear public complaints about traffic on Dublin Blvd and East Dublin area from community memebr. If more people would take public transit up and down Dublin Blvd that would really help out congestion issues. I envision a "green bus" up and down Dublin Blvd that stops to all shopping areas to incentivise shoppers and businesses.

The City population has grown as we Dublin Unified School District is doing great. A lot of asian/south Asian population is moving into town. I myself is representing that minority group who are contributing to the City's economy and want to see the school district thrive. I think the City is already doing a great job bringing people together and creating opportunities for all diverse group of people in different capacity. School funding however still remains a challenge for music and art classes. However, prop 29 will help the situation. DEI should remain an important goal for the community development in an over all sense.

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

My relationship as a Councilmember with the public will be primarily to understand their needs and listen to their concerns with the intention of making their day to day life better. With the same token, I would not disclose any information prematurely or promise any request arbitrarily. Instead, I would guide them to follow a proper process to ensure their voice is heard. It will be upon me to know and observe what is going on with the other Commissions of the City, the City Departments and understand how to utilize their knowledge and feedback to make meaningful informed decisions.

As I will engage with my community and attend different public events as a Councilmember I intend to bring my personal observations and share that with the Council and the Mayor. These observations and informations will come handy for the Mayor to prioritize agenda topics for future Council meetings. However, I will follow the Brown Act to make sure I do not consult my peers when it comes to offering my vote as an independent Councilmember for a certain resolution.

The City Manager who is the ultimate artery of public information, complaints and requests is a very important person to be in communication with to sense the pulse of the city. This person is in communication with internal Commissions, Departments, business owners, press, and most importantly the general public. As a Councilmember if I do not have an open communication with the City Manager the chances are that I may be blind sided about a community issue when it comes to voting for a resolution. When it comes to decision making; a City Manager, a Council member and the Mayor will have to work as a united front when it comes to communicating with the general public with "one voice".

Signature: [signature] 06/11/2024

Please return the application to:
Marsha Moore
City Clerk
100 Civic Plaza
Dublin, CA 94568
(925) 833-6650
marsha.moore@dublin.ca.gov
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723

Application to Serve as City Councilmember

For the unexpired term ending December 2024

RECEIVED

JUN 12 2024

CITY OF DUBLIN
CITY MANAGER'S OFFICE

ne City Council is accepting applications for the vacancy in the office of Councilmember. The Ci Council will formally consider these applications at a City Council meeting on Tuesday, June 18, 2024, at 7:0 p.m., in the City Council Chamber, 100 Civic Plaza, Dublin. Applications are due on Wednesday, June 12 2024, by 5:00 p.m. Postmarks will not be accepted. If additional room is needed for answers, plea attach additional pages as necessary.

For questions, contact Marsha Moore, City Clerk, at marsha.moore@dublin.ca.gov or (925) 833-6650

Are you a registered voter in the City of Dublin? Yes ◉ No ◯

Name Andrea Renzulli Date June 12, 2024

Address Mailing: [redacted]

Email

Home Phone Cell Phone Work Phone

Employer Occupation SEMI-RETIRED

1. What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?

Because of extraordinary circumstances in recent years, I have had to cut back on various activities. I was part of an informal senior information/assistance network during the pandemic. I also try to help people on a one-on-one basis.

2. Why do you want to serve on the City Council?

I have been a resident of this city for over thirty years now. I am familiar with most of the issues at hand. Additionally, I have studied government/politics and history on the undergraduate and graduate levels, worked for a congressman, worked for public agencies, and advocated for various candidates and public policies. I would like to put my knowledge and skills to the best possible use--the public good.

DUBLIN
CALIFORNIA

Application to Serve as City Councilmember

For the unexpired term ending December 2024

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

A) RESTORING INTEGRITY--There has been a lack of integrity in our city manager's office, community development department, and even our city attorney's office for some time. They have gone out of their way to try to destroy and silence critics. There have been numerous conflicts of interest involving elected and non-elected officials. We need new management (from the outside) with a verifiable track record to help clean things up, institute a strict ethics/whistleblower policy with a neutral ombudsman, and provide non-autocratic examples of leadership with growth opportunities for staff. Until Dublin finally admits to and addresses these problems, it cannot move forward and realize its full potential. I already am an outspoken advocate for ethical government. I would welcome the opportunity to work with council members, staff, and people of conscience throughout the community and beyond to bring about the necessary reforms.

B) PROVIDING EXCELLENT COMMUNITY/CONSTITUENT SERVICE--Unfortunately, Dublin is deficient in this area. During the pandemic, the only halfway decent constituent service provided to Dublin residents was from Congressman Swalwell's office. Assemblymember Ortega's office has provided some much needed additional support on the state level. I would like to see our mayor and councilmembers hold office hours, host more community events on important topics, and be more accessible and accountable overall. We need to encourage and inspire residents to get involved. I have become very familiar with gaps in services in our city, the Tri-Valley, Alameda County, and the state. I will do everything I can to work with all interested parties to close these gaps. I am particularly concerned about senior citizens, family caregivers, people with disabilities, and other vulnerable populations.

C) HOUSING--Everyone knows that we do not have enough affordable housing. In addition to approving sensible development, we should make the most of what we already have. People are adding ADUs. I would like to see a viable Home Match program in our area. This could be a win-win for seniors and renters.

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

Councilmembers should be transparent and accessible to the public and collaborative with one another. We all should want Dublin to be a better place. I am confident that Mayor Mike will do everything he can to take the lead on this. I would be happy to be part of the team effort. Since the city manager and other department managers run the city, councilmembers ideally should be working closely with them. Unfortunately, there are some serious problems with the current city manager that need to be addressed.

Signature: Andrew Renzi LG

Please return the application to:
Marsha Moore
City Clerk
100 Civic Plaza
Dublin, CA 94568
(925) 833-6650
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JUN 12 2024
CITY OF DUBLIN
CITY MANAGER'S OFFICE

DUBLIN
CALIFORNIA

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For questions, contact Marsha Moore, City Clerk, at marsha.moore@dublin.ca.gov or (925) 833-6650

Are you a registered voter in the City of Dublin? Yes ◉ No ◯

Name Ravindra Sharma Date 06/12/2024

Address [redacted] Dublin CA 94568

Email [redacted]

Home Phone [redacted] Cell Phone [redacted] Work Phone

Employer Cisco-Splunk Occupation Customer Success Professi

1. What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?

Have volunteerd at Open Heart Kitchen at Times.
Regularly volunteering at Livermore Temple and Livermore Gurudwara
Involved with Splunk for Good, getting involved with Food Banks, House Construction, Construction at Schools, Expoure to Technology for School Students in San Francisco.

2. Why do you want to serve on the City Council?

The city of Dublin is one of the fastest growing cities with a diverse population. Understanding the needs of the citizens of the city, keeping the city in a highly functional state for the benefit of current and future residents, and having a vision to grow the city in various dimensions are some of the essential and ongoing activities.

With a PhD in Computer Science and a Diploma in Management, I have rich expertise of more than 20 years in assessing the needs of end users of technology and fulfilling them. New emerging technologies like Machine Learning and Artificial Intelligence have potential to guide the city to take data driven and credible deliberations and decisions.

I would like to join the city council to sustain the current activities and contribute to making it more efficient and focused by using a Data Driven approach and initiate use of modern, recent, and upcoming tools and technologies.

DUBLIN
CALIFORNIA

Application to Serve as City Councilmember

For the unexpired term ending December 2024

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

See Attached Document

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

As a Council Member I will be open to thoughts/input/needs from everywhere. Would research on any topic on hand and find out all relevant information in the context from credible sources. Then make a mature, flexible, credible, valuable contribution to the discussion on the issue. No interaction with anyone will be confrontational, controversial, and adversarial. When there is difference of opinion, I will take a logical, rational, and practical stand. Strive to achieve consensus. Go with the final decision taken irrespective of the stand taken earlier. My interaction with everyone will always be pleasant, persuasive to an extent, nice, and productive in the context of overarching purpose.

Signature: Ravinder Sharma

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Dublin has a Diverse and growing population. Some of the common policy issues seem to include housing affordability, transportation infrastructure, public safety, environmental sustainability, economic development, and social equity.

As for how I believe I can contribute to solving them, I can offer several potential avenues:

Data Analysis and Prediction: I can analyze large datasets to identify trends, predict future challenges, and suggest evidence-based policies. This can be particularly helpful in areas like transportation planning, crime prevention, and urban development.

Community Engagement: I can facilitate online discussions, surveys, and feedback mechanisms to ensure that the voices of all residents are heard in the policymaking process. This can help identify overlooked issues and ensure that policies are inclusive and responsive to community needs.

Policy Simulation and Modeling: I can simulate the potential impacts of different policy interventions, allowing policymakers to make more informed decisions. For example, I can model the effects of various housing policies on affordability, or the impact of transportation investments on congestion and air quality.

Education and Awareness: I can provide accessible explanations of complex policy issues, helping to raise awareness and understanding among residents. This can empower individuals to advocate for change and participate more effectively in the democratic process.

Collaboration and Networking: I can connect policymakers with experts, researchers, and other cities facing similar challenges, facilitating the exchange of best practices and innovative solutions.

My goal is to complement the expertise and experience of human policymakers by providing data-driven insights, fostering inclusive dialogue, and empowering communities to work together towards common goals.

DUBLIN
CALIFORNIA

Application to Serve as City Councilmember

For the unexpired term ending December 2024

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JUN 10 2024
CITY OF DUBLIN
CITY MANAGER'S OFFICE

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For questions, contact Marsha Moore, City Clerk, at marsha.moore@dublin.ca.gov or (925) 833-6650

Are you a registered voter in the City of Dublin? Yes ◉ No ◯

Name Sierra John Slatinsky Date 06/07/2024

Address [redacted] Dublin, CA 94568

Email [redacted]

Home Phone [redacted] Cell Phone [redacted] Work Phone [redacted]

Employer Self Employed Occupation Consultant

1. What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?

*See Attached

2. Why do you want to serve on the City Council?

*See Attached

DUBLIN
CALIFORNIA

Application to Serve as City Councilmember

For the unexpired term ending December 2024

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

*See Attached

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

*See Attached

Signature: _____

Please return the application to:
Marsha Moore
City Clerk
100 Civic Plaza
Dublin, CA 94568
(925) 833-6650
marsha.moore@dublin.ca.gov
You may also apply online at: https://dublin.ca.gov/cityclerk

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Application to Serve as
City Councilmember
For the unexpired term ending December 2024

Sierra John Slatinsky

1. What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?

Over the past decade, I have been actively involved in the Dublin community through various roles and am a proud graduate of the Inside Dublin program of 2023.

I have been a volunteer soccer coach for the Dublin United Soccer League, a Parent Volunteer supporting our students and partners in education, and have participated in environmental clean-up projects. Additionally, I sit on the Board of Directors of the Dublin Rotary Club, where I have led and been involved in numerous service projects aimed at improving the lives of our residents.
This year alone, I have played a leading role in initiatives to support the Dublin Community such as DPS' Trunk or Treat, the Veterans Day Luncheon, Superstars of Dublin awards, Educator of the year awards, and provided Holiday support for Military Families and Veterans.
In a contributing role, I have volunteered for countless events over the years such as Rotary's Bike Build, the St. Patrick's Day Festival, Splatter, Park Flicks and many other service focused events supporting the Dublin Community.

My participation in these activities reflects my commitment to the City of Dublin's values of community involvement, sustainability, and enhances the quality of life for all residents.

2. Why do you want to serve on the City Council?

I am passionate about serving on the City Council because I believe in the vision and strategic goals of Dublin. I want to contribute to the city's efforts in creating a vibrant, sustainable, and inclusive community.

My experience in the Rotary Club aligns with Dublin's strategic objectives, particularly in economic development, housing affordability, public safety and environmental stewardship. I am eager to leverage my skills to address the challenges we face, such as managing growth sustainably and enhancing infrastructure, while maintaining the charm and character of the city.

Serving on the City Council will allow me to work collaboratively with fellow council members, city staff, and the community to achieve these goals and ensure Dublin remains a great place to live, to work, and raise a family.

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

Economic Development

As Dublin reaches near build-out capacity we are faced with additional fiscal need which will rely on our ability not only to retain our largest Business Residents but also to campaign for new Businesses to join us. Focusing our efforts on attracting specific industrial tenants and partnerships, such as Biotech or AI for example, can leverage our regional partnerships as Dublin defines itself as an emerging hub for business.
By taking a balanced approach, we can foster economic growth while preserving the qualities that make Dublin a great place to live. Approving small business support and timely utilization of resources concerted with the Downtown Dublin development plan will ensure a thriving city center, while the extension of Dublin Blvd would add additional industrial and retail opportunities.
Revitalizing Downtown Dublin is essential for creating a vibrant community hub. I will work to attract new businesses and support existing ones through incentives and strategic partnerships, ensuring economic growth and job creation.

Public Safety and First Responders

I have great respect for our First Responders and our Alameda County service contracts. Furthermore, I recognize the necessity for additional community outreach programs, School Resource Officers and Behavioral Units that enhance interactions with our citizens.
I am in favor of the adoption of Innovative technology such as Unmanned Arial Vehicle Systems that cut response times and increase situational awareness for First Responders.
I support their efforts to protect us from known threats as well as evaluating strategies for emerging threats such as cyber crime targeting our children or seniors, and fresh ideas to keep electric scooters and cyclists safe on the roadway.

Housing Inclusivity and Affordability

Affordable housing is a critical issue for our community. To address this, I would advocate for policies that promote the development of diverse housing options.
This aligns with Dublin's strategic objective of Housing Affordability.
I would work closely with developers to create incentives for affordable housing projects and support zoning changes that allow for higher density developments if appropriate, and rigid adherence to below market rate unit development standards. Additionally, I will seek to leverage state and federal funding opportunities to finance affordable housing initiatives and utilize my experience to partner with regional programs that address this issue.

Ensuring that all residents have access to affordable housing is essential for maintaining the socio-economic diversity and vibrancy of our community.

Application to Serve as
City Councilmember
For the unexpired term ending December 2024

Sierra John Slatinsky

4. In your view, what do you believe your relationship as Council member should be with the public, the Mayor, and the City Manager?

As a City Council member, my relationship with all stakeholders should be based on transparency, collaboration, and mutual respect.

I believe in open and proactive communication with the public. Listening to their concerns, keeping them informed about city initiatives, and involving them in the decision making process are crucial for fostering trust and community engagement.

My relationship with the Mayor should be collaborative and supportive. Working together towards shared goals, respecting each other's perspectives, and maintaining a unified front on prioritizing strategic objectives are key to effective governance.

A productive relationship with the City Manager is essential for implementing policies and managing the city's operations efficiently. This involves clear communication, providing oversight, and ensuring that the city's strategic objectives are being met while supporting the City Manager in their role.

By maintaining these relationships, I can contribute to a cohesive and effective City Council that works in the best interest of Dublin and its residents.

DUBLIN
CALIFORNIA

Application to Serve as City Councilmember

For the unexpired term ending December 2024

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For questions, contact Marsha Moore, City Clerk, at marsha.moore@dublin.ca.gov or (925) 833-6650

Are you a registered voter in the City of Dublin? Yes ☒ No ○

Name Janine Thalblum Date 6/12/24

Address [redacted] Dublin, CA 94568

Email [redacted]

Home Phone Cell Phone [redacted] Work Phone

Employer Dote Insurance Agency Occupation Producer

1. What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?

13 years with Dublin Rotary (Past President + Community Service Chair), Graduate of Dublin Leadership Academy (Inside Dublin) and Dublin Police Services Citizen Academy, City of Dublin's Parks & Community Service Commission - served as Chair + Co-Chair - 3 yr. term Former City of Dublin Council member, 5 years on City of Dublin's Planning Commission - served as Chair + Co-Chair) & Dublin's Commercial Development Task Force.

2. Why do you want to serve on the City Council?

Having over 25 years as a resident and active participant of both service and leadership in Dublin, it would be an honor to once again represent the City at the council level. My immediate past/current service on Parks/Community service, City Council and Planning Commission has me in a very in depth and complete immersion in the current activites before the council as well as the ability to immediately step into the position prepared to serve.

DUBLIN
CALIFORNIA

Application to Serve as City Councilmember

For the unexpired term ending December 2024

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

I believe I can contribute to the policy issues facing the City by continuing the work I have done as a former councilmember and current Planning Commissioner which is being thorough and fully prepared, working collaboratively and respecting an input. My decision making comes from an open and unbiased public servant position, not a ~~position~~ political one. From Downtown Dublin Economic Development, Housing Affordability and Infastructure, I am ready and well versed to provide my experience and current knowledge to keep the City in the right direction.

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

Having strong relationships with the public, the Mayor and the City Manager is simply part of the job. One cannot serve well without these. Having served in prior leadership roles within Rotary and City Boards and commissions I found great value in being prepared to be collaborative yet able to share my perspectives, respecting the work that's been done but also asking relevant questions and assuming good intentions always. I firmly believe my prior time on council is a proven record of my ability to do exactly that.

Signature: Olanine Thallum

Please return the application to:
Marsha Moore
City Clerk
100 Civic Plaza
Dublin, CA 94568
(925) 833-6650
marsha.moore@dublin.ca.gov
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Application to Serve as City Councilmember

For the unexpired term ending December 2024

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Are you a registered voter in the City of Dublin? Yes ◉ No ○

Name Antonio Jauco Ticsay Date 06/12/2024

Address [redacted] Dublin, CA 94568

Email [redacted]

Home Phone Cell Phone [redacted] Work Phone [redacted]

Employer APRO LLC Occupation CSR/Human Rights & Busir

1. What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?

2008 - Graduate, Dublin Leadership Academy (City of Dublin 101)
2010 - Graduate, Dublin Police Services Citizen's Academy
2010 - Member, Green Initiatives Task Force (City of Dublin)

2. Why do you want to serve on the City Council?

Being a Dublin resident for almost 20 years, I witnessed how Dublin grew from a small community to what it is today; a city full of development and progress.

However, with its progress, some changes or problems arise due to its rapid growth. I want to be a part of the council that will analyze the issues, better understand root causes, and plan effective interventions.

Application to Serve as City Councilmember

For the unexpired term ending December 2024

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

As a concerned Dublin resident and an observer, I noticed that some of the problems nowadays are traffic, peace and order, and some issues regarding homeless people. Regarding policies, I'm considering tapping constituents to actively participate in different city programs and aid the city government. We had to increase commission work and conduct more hands-on programs.

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

As a Councilmember, I should actively participate in tackling issues regarding the City of Dublin. To be an effective public servant, I'll be a responsible, respectful, and supportive member. I'll have a good working relationship, with all the concerned groups and individuals. And lastly, I'll propose and coordinate in studying any policies laid down that will benefit the City of Dublin.

Signature: _____

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RECEIVED

JUN 10 2024

CITY OF DUBLIN
CITY MANAGER'S OFFICE

737

DUBLIN
CALIFORNIA

Application to Serve as City Councilmember

For the unexpired term ending December 2024

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Are you a registered voter in the City of Dublin? Yes ◉ No ◯

Name Horatiu Ulescu Date 06/10/2024

Address [redacted]

Email [redacted]

Home Phone [redacted] Cell Phone [redacted] Work Phone

Employer Retired Occupation IT

1. What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?

Community involvement has always been of high importance to me, a defining part of how I envision to take active part in the community and contribute to its harmonious growth and prosperity. Here are a few examples of how I have engaged at various levels:
- Local community meetings and events: have stayed informed and engaged by attending City Council meetings, town-hall forums, participated in local opinion polls and questionnaires providing citizen input;
- Community organizations memberships: member of HOA Board of Directors and member of The Dublin Rotary Club;
- Volunteer activities: Arts & Wine festivals, The Dublin Farmers' Market;
- Neighborhood improvement projects: community clean-up initiatives, neighborhood watch program;
- Local businesses and entrepreneurs support: shopping locally at The Dublin Farmers' Market, independent shops, and local restaurants;
- Dublin Police Services 2016 Citizens' Academy: successfully completed the Academy, fulfilling a personal commitment I have had to the betterment of police-community partnerships, as guarantor of safety and peaceful coexistence in our City;
- Elections poll worker volunteering: for the last four-five rounds of elections, worked and secured the good functioning of elections in our City.

2. Why do you want to serve on the City Council?

Serving on the City Council would be a great opportunity for me to work on issues that I'm passionate about, such as sustainable infrastructure, education opportunities, modern transportation services, smart economic growth, and on what creates a more sustainable and increasingly attractive City for its current and future residents.
I'm motivated by a genuine desire to give back to our community, make a difference and play a role in shaping local policies, building on the positive track record of the City and contributing to a continued successful legacy for future generations.
Serving on the City Council is profoundly aligned with my beliefs in the role - and duty - of community involvement, it would be a unique opportunity to give back to the community in an effective and efficient way, with purpose and direction, addressing local issues, advocating for positive change, contributing to the problem solving and decision-making process, all focused on the betterment of our City.

DUBLIN
CALIFORNIA

Application to Serve as City Councilmember

For the unexpired term ending December 2024

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

Many great things have been accomplished for housing affordability, environmental sustainability, and transportation/traffic de-congestion in Dublin but they still remain, in my opinion, the top three policy issues facing the City.
These are not unique issues to Dublin, they are very much a trend in the Tri-Valley, the State of California and beyond but the way the local City Council tackles them has the potential to translate into Dublin City's identity, prosperity and attractiveness for many years to come.
I believe I can contribute to solving them by engaging in an on-going and constructive dialogue with community groups. This strategic inclusive dialogue would function both as input and feedback sources for the City Council as well as opportunities for the City Council to educate Dubliners about policies that would best benefit them in the short, mid- and long terms. A strong sense of team-work would thus arise, streamlining the effort toward finding and implementing the best solutions with the broadest support of the community and perhaps at a faster clip.
I would also try to think about these issues in the very competitive context of the Tri-Valley, considering affordable housing projects, environmental sustainable answers, and transportation/traffic de-congestion solutions both to give Dublin an advantage over its neighboring cities and in concert with these communities' policies, to solve together three of the leading problems of the Tri-Valley.

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

I believe fostering positive relationships, open communication, collaboration, and mutual respect with the public, the Mayor, and the City Manager is essential for effective governance and efficient community representation.
As a Council member, I would approach my relationships with these entities and representatives with integrity, respect, and a binding commitment to serve the best interests of the community.
The public, as the voice of the community, primary source of input and feedback, and direct beneficiary of the adopted policies, should be listened to, heard, educated and drawn into a constant partnership with the leaders it elects.
As the leading elected representative of the community, the mayor should be supported in his/her vision, assisted toward projects execution and communication by the council members.
The City Manager and her team are extraordinary resources of information, documentation, feasibility analysis, recommendations and more.
With this in mind, I would foster open communication, collaboration, and mutual respect, and would seek to contribute to a culture of effective governance and civic engagement within the City Council and management team.

Signature: _____

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For questions, contact Marsha Moore, City Clerk, at marsha.moore@dublin.ca.gov or (925) 533-6650

Are you a registered voter in the City of Dublin? Yes ◉ No ○

Name Stephen Wright Date 06/11/2024

Address [redacted], Dublin

Email [redacted]

Home Phone Cell Phone [redacted] Work Phone

Employer Retired Occupation Volunteer

1. What is your involvement in the community (i.e., task forces, committees, commissions, volunteer activity, etc.)?

Resident of Dublin since 1989 – 35 years.

Formal Dublin Involvement
2014 - Appointed member of Dublin's Commercial Development Task Force.
2014 - Appointed member of Dublin's citizen advisory committee - Dublin branding.
2015 - Inside Dublin participant.
2016 – Joined with other residents in presentations to the City Council in support of more action toward development of a Downtown Dublin.
2017 - Appointed to the Planning Commission, with concurrence from two city councils, first by Mayor David Haubert and re-appointed by Mayor Melissa Hernandez.

Community Involvement
2016–2023 - Open Heart Kitchen: Delivered hot meals to low-income senior apartment complexes – including in Dublin, served hot meals to low-income people and the homeless at churches in the Tri-Valley. During COVID delivered hot meals 6 days a week to homeless encamped along creeks, behind shopping centers, under overpasses, etc. Also collected and distributed sleeping bags, clothing, hygiene, etc.
2020 – present: - Regularly post information about Dublin's public hearings and local issues - or new restaurant openings - on Nextdoor in an effort to keep neighbors informed about important or interesting events in the city or nearby. Average 6k views.
2021 - Dublin's Citizen of the Year.
2024 - Open Heart Kitchen - volunteer lunch server at the Dublin Senior Center.

Other Qualifications and Experience
1977 - 2009 - Local and regional news reporter for several daily newspapers in the Bay Area, including 25 years at the San Jose Mercury News where I was a reporter, editor, editorial page editor and vice-president. I reported and wrote news articles, coordinated coverage and wrote commentary/editorials about local and regional issues and government. I attended countless local and regional government meetings, poured over volumes of city council agendas, EIRs, interviewed countless city councilmembers, Mayor's, city managers, city staff, neighborhood leaders and community members.
2008 - Senior Fellow, American Leadership Forum - Silicon Valley, Class XIX - ALF-SV brings together leaders from private industry, non-profits and electeds/government officials in a one-year program to help participants learn to work together for the common good.
2010 – 2016 – Silicon Valley Leadership Group, executive vice president: SVLG is a large public policy non-profit in Silicon Valley, with 300 member companies, including startups. The organization concentrated on local, regional, state and federal public policy around housing, transportation, health, energy, innovation and more.

2. Why do you want to serve on the City Council?

The brevity of this City Council appointment lends itself to an applicant who can constructively contribute immediately. I believe my extensive experience and knowledge of city government, my nearly eight years of experience on the Planning Commission and three decades as a Dublin resident would enable me to contribute right away to City Council discussions and decision making.

Eight years ago, I committed myself to service in the city and the Tri-Valley after spending most of my adulthood focused on family, careers and hours commuting to the South Bay. I remain focused on ways to participate, and to help our city's residents engage in meaningful dialogue and to join in decision-making on important issues.

I am familiar with many near-term issues like the extension of Dublin Boulevard as well as the longer-term challenge of reaching development build out and the need for a long-term financing plan that keeps our city services at the same high level we now enjoy. And, of course, I have deep knowledge of community planning and development.

I believe I have a good Planning Commission reputation because I'm thoroughly prepared and I ask questions that lead to better discussions and understanding of the issues, according to fellow commissioners. I'm respectful of city staff, applicants and community members, even when we don't agree.

My decades of experience covering cities and city issues means I'm bi-lingual in government-speak. I know Dublin's General Plan, its acronyms and I know the "specific plans" attached to it. I know what slurry seal is, I've reviewed and written about capital improvement budgets and I've helped our community understand traffic issues on main arteries, signalization and ongoing improvements.

I know about the MTC, ABAG, LAFCO. I understand the competitiveness for funds to help our city that come from the federal government, to the state, to the county to the cities.

If selected my goal is to be a knowledgeable participant in discussions and decision making, and when possible, a consensus builder. I would NOT attempt to derail issues or to reverse your forward motion on long-studied plans.

I agree with the current city council vision and its strategy. As you may know, most recently I helped lead Planning Commission discussions around changes to the city's Housing Element in support of the change to a 15 percent ratio of affordable homes in larger projects.

I also have the time to devote to City Council responsibilities – and to visit City Hall to learn more about some issues - because my wife and I have concluded our longer international travel for this year. In addition, I have only six months left in my second and final term on the Planning Commission.

I'm also applying because this time frame and opportunity aligns with what I can do right now. I know and respect all of you. My involvement would not slow you down. And it would be an honor to work with you to make our city an even better place to live, work and own a business.

DUBLIN
CALIFORNIA

Application to Serve as City Councilmember

For the unexpired term ending December 2024

3. What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

As mentioned above, it is critical that the city have a flexible long-term financing plan to support its excellent community services post-buildout. I'm familiar with city budgets since as a journalist I reviewed and wrote news stories on numerous city and county budgets. I've also had to cut help manage newspaper business budgets and I've had to layoff co-workers. I learned that you can't cut your way to success, so I'm ready to help in any way I can to find long-term solutions.

The push for more affordable housing in Dublin is critical to solving its housing imbalance. Homes must be available for a broad range of incomes so that a diverse workforce with varying incomes can call Dublin home. The recent adjustments to the Housing Element will be helpful. The city council must remain vigilant when it comes to ensurng "affordable" housing gets built.

The No.1 thing missing from Dublin's community landscape is a walkable, destination downtown. I am familiar with the challenges of creating one in Dublin and have been active for more than a decade in encouraging the city to make creating a downtown a top priority. I'm delighted it now is and there still is much work to do. I look forward to the day when some version of the present vision is completed and Downtown Dublin is open for business.

4. In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

We are all part of the same team, with the same overall goals of working together to make Dublin an even better place to live, work and own a business. We should all be respectful of each other, we should all listen and have patience, and we should continue to celebrate achievements and to examine how disappointments could have come out better.

More specially, I have often explained city government to others by using private business/non-profit terms: In very general themes, the council is like a board of directors, the Mayor is board chair, the city manager is like a CEO or executive director. The community is the customers. That means, to me, that the city council has fiduciary, overall goal-setting and overall final-decision responsibility. The city manager, like a CEO or executive director, is the person hired by the council for professional management to implement the goals, bring issues forward, hire staff and work with the budget day-to-day and long-range, among many other things. As in business or non-profit organizations, the council (or board) should work through the city manager and not individual city staff members without prior agreement.

The Dublin community – the customers - is diverse in many ways and it has changed dramatically in the past decade. Recently, City Hall has increased its outreach via social media and other platforms, which has been a great way to improve inclusivity. I think there is more outreach to be done because we have smart and passionate neighbors in our midst and not enough of them are involved. I do my small part by acting as something of an aggregator of news and events that would be of interest to residents. As a council member I would continue to do my best to unlock the mysteries of city government in plain English. And I would listen to feedback, while also taking time to put decisions and issues in context.

Signature: Stephen Wright

Please return the application to:
Marsha Moore
City Clerk
100 Civic Plaza
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(925) 833-6650
marsha.moore@dublin.ca.gov
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Typed text of application for better readability

Application to Serve as City Councilmember

For the unexpired term ending December 2024

Stephen Wright, June 10, 2024

1.What is your involvement in the community (i.e., task forces, committees,commissions, volunteer activity, etc.)?

Resident of Dublin since 1989 – 35 years.

Formal Dublin Involvement

2014 - Appointed member of Dublin's Commercial Development Task Force.

2014 - Appointed member of Dublin's citizen advisory committee - Dublin branding.

2015 - Inside Dublin participant.

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volumes of city council agendas, EIRs, interviewed countless city councilmembers, Mayor's, city managers, city staff, neighborhood leaders and community members.

2008 - Senior Fellow, American Leadership Forum - Silicon Valley, Class XIX - ALF-SV brings together leaders from private industry, non-profits and electeds/government officials in a one-year program to help participants learn to work together for the common good.

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Why do you want to serve on the City Council?

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Eight years ago, I committed myself to service in the city and the Tri-Valley after spending most of my adulthood focused on family, careers and hours commuting to the South Bay. I remain focused on ways to participate, and to help our city's residents engage in meaningful dialogue and to join in decision-making on important issues.

I am familiar with many near-term issues like the extension of Dublin Boulevard as well as the longer-term challenge of reaching development build out and the need for a long-term financing plan that keeps our city services at the same high level we now enjoy. And, of course, I have deep knowledge of community planning and development.

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My decades of experience covering cities and city issues means I'm bi-lingual in government-speak. I know Dublin's General Plan, its acronyms and I know the "specific plans" attached to it. I know what slurry seal is, I've reviewed and written about capital improvement budgets and I've helped our community understand traffic issues on main arteries, signalization and ongoing improvements.

I know about the MTC, ABAG, LAFCO. I understand the competitiveness for funds to help our city that come from the federal government, to the state, to the county to the cities.

If selected my goal is to be a knowledgeable participant in discussions and decision making, and when possible, a consensus builder. I would NOT attempt to derail issues or to reverse your forward motion on long-studied plans.

I agree with the current city council vision and its strategy. As you may know, most recently I helped lead Planning Commission discussions around changes to the city's Housing Element in support of the change to a 15 percent ratio of affordable homes in larger projects.

I also have the time to devote to City Council responsibilities – and to visit City Hall to learn more about some issues - because my wife and I have concluded our longer international travel for this year. In addition, I have only six months left in my second and final term on the Planning Commission.

I'm also applying because this time frame and opportunity aligns with what I can do right now. I know and respect all of you. My involvement would not slow you down. And it would be an honor to work with you to make our city an even better place to live, work and own a business.

What do you believe are the top three policy issues facing the City and how do you believe you can contribute to solving them?

As mentioned above, it is critical that the city have a flexible long-term financing plan to support its excellent community services post-buildout. I'm familiar with city budgets since as a journalist I reviewed and wrote news stories on numerous city and county budgets. I've also had to cut help manage newspaper business budgets and I've had to layoff co-workers. I learned that you can't cut your way to success, so I'm ready to help in any way I can to find long-term solutions.

The push for more affordable housing in Dublin is critical to solving its housing imbalance. Homes must be available for a broad range of incomes so that a diverse workforce with varying incomes can call Dublin home. The recent adjustments to the Housing Element will be helpful. The city council must remain vigilant when it comes to ensurng "affordable" housing gets built.

The No.1 thing missing from Dublin's community landscape is a walkable, destination downtown. I am familiar with the challenges of creating one in Dublin and have been active for more than a decade in encouraging the city to make creating a downtown a top priority. I'm delighted it now is and there still is much work to do. I look forward to the day when some version of the present vision is completed and Downtown Dublin is open for business.

In your view, what do you believe your relationship as Councilmember should be with the public, the Mayor, and the City Manager?

We are all part of the same team, with the same overall goals of working together to make Dublin an even better place to live, work and own a business. We should all be

respectful of each other, we should all listen and have patience, and we should celebrate achievements and examine how disappointments could have come out better.

More specially, I have often explained city government to others by using private business/non-profit terms: In very general themes, the council is like a board of directors, the Mayor is board chair, the city manager is like a CEO or executive director. The community is the customers. That means, to me, that the city council has fiduciary, overall goal-setting and overall final-decision responsibility. The city manager, like a CEO or executive director, is the person hired by the council for professional management to implement the goals, bring issues forward, hire staff and work with the budget day-to-day and long-range, among many other things. As in business or non-profit organizations, the council (or board) should work through the city manager and not individual city staff members without prior agreement.

The Dublin community – the customers - is diverse in many ways and it has changed dramatically in the past decade. Recently, City Hall has increased its outreach via social media and other platforms, which has been a great way to improve inclusivity. I think there is more outreach to be done because we have smart and passionate neighbors in our midst and not enough of them are involved. I do my small part by acting as something of an aggregator of news and events that would be of interest to residents. As a council member I would continue to do my best to unlock the mysteries of city government in plain English. And I would listen to feedback, while also taking time to put decisions and issues in context.

-30-

Agenda Item 8.2

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: June 25, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: City Council Committee Appointments and Assignments
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider confirming the Mayor's proposed appointments to the various local and regional boards, committees, and commission positions left vacant following the resignation of Mayor Hernandez.

STAFF RECOMMENDATION:

Adopt the **Resolution** Confirming the Mayor's Appointments to Various Local and Regional Boards, Committees, and Commissions; and direct Staff to notify affected agencies, as appropriate.

FINANCIAL IMPACT:

None.

DESCRIPTION:

On December 20, 2022, the City Council approved Resolution No. 151-22 Confirming the Mayor's Appointments to Various Local and Regional Boards, Committees, and Commissions (Attachment 4).

With the recent resignation of Mayor Hernandez, there are now vacant assignments that must be filled by Mayor McCorriston and confirmed by the City Council. Upon her resignation, Mayor Hernandez served on the following committees/commissions/boards:

Committee or Organization	Member	Alternate
Alameda County Mayors' Conference	**Hernandez**	N/A
Alameda County Transportation Commission/Sunol JPA	**Hernandez**	McCorriston
Alameda County Waste Management Authority/Stop Waste	**Hernandez**	Josey
DSRSD Liaison Committee	**Hernandez** McCorriston	
East Bay Division/League of CA Cities	**Hernandez**	Josey
Economic Development Committee	**Hernandez** McCorriston	
League of CA Cities Voting Delegate & Alternate	**Hernandez**	Josey
Livermore-Amador Valley Transit Authority (LAVTA)	**Hernandez** Josey	McCorriston
Tri-Valley Transportation Council	Josey	**Hernandez**
Tri-Valley/San Joaquin Valley Regional Authority (Valley Link)	**Hernandez**	N/A

Mayor McCorriston has recommended the following appointments, which include filling the vacancies, a few other changes to appointments, updating EBCE to Ava Community Energy, and removing Tri-Valley Affordable Housing Committee. Some vacancies have been identified for the future potential appointee to the City Council vacancy. The changes are also shown in red in Attachment 2 – Exhibit A to the Resolution. Attachment 3 shows the meeting schedule for the remainder of 2024.

Committee or Organization	Member	Alternate
Alameda County Mayors' Conference	McCorriston	
Alameda County Transportation Commission/Sunol JPA	McCorriston	Hu
Alameda County Waste Management Authority/Stop Waste	Josey	McCorriston
ABAG General Assembly	Qaadri	Hu
DSRSD Liaison Committee	Hu McCorriston	
Ava Community Energy	Hu	Qaadri
East Bay Division/League of CA Cities	McCorriston	Josey
East Bay Regional Park District Liaison Committee	Hu New Councilmember	
Economic Development Committee	Josey McCorriston	
Federal and Military Communities Committee	Qaadri New Councilmember	
League of CA Cities Voting Delegate & Alternate	Josey	Qaadri

Livermore-Amador Valley Transit Authority (LAVTA)	McCorriston Josey	New Councilmember
Livermore City Liaison Committee	Josey Qaadri	
San Ramon City Liaison Committee	Hu New Councilmember	
~~Tri-Valley Affordable Housing Committee~~	~~Qaadri~~	~~McCorriston~~
Tri-Valley Transportation Council	Josey	McCorriston
Tri-Valley/San Joaquin Valley Regional Authority (Valley Link)	McCorriston	

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Confirming the Mayor's Appointments to Vacancies on Various Local and Regional Boards, Committees, and Commissions
2) Exhibit A to the Resolution – Council Committee Recommendations
3) Schedules for Various Local Regional Boards, Committees, and Commissions
4) Resolution No. 151-22 Confirming the Mayor's Appointments to Various Local and Regional Boards, Committees, and Commissions

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

CONFIRMING THE MAYOR'S APPOINTMENTS TO VACANCIES ON VARIOUS LOCAL AND REGIONAL BOARDS, COMMITTEES, AND COMMISSIONS

WHEREAS, each member of the City Council represents the City of Dublin on various local and regional Boards, Committees, and Commissions; and

WHEREAS, a fully updated appointment list was last considered and approved on December 20, 2022, following the November 2022 election; and

WHEREAS, the June 4, 2024, resignation of Mayor Hernandez left vacant assignments that now need to be filled; and

WHEREAS, the City Council has approved the updated appointments and assignments in **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin confirms the Appointments and directs Staff to notify affected agencies, as appropriate.

PASSED, APPROVED AND ADOPTED this 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

COUNCIL COMMITTEE RECOMMENDATIONS
June 2024

Committee or Organization	Member	Alternate
Alameda County Fire Department Advisory Committee	Hu	Qaadri
Alameda County Housing Authority	McCorriston	Qaadri
Alameda County Library Advisory Commission	Hu	Qaadri
Alameda County Mayors' Conference	McCorriston	
Alameda County Transportation Commission/Sunol JPA	McCorriston	Hu
Alameda County Waste Management Authority/Stop Waste	Josey	McCorriston
ABAG General Assembly	Qaadri	Hu
DSRSD Liaison Committee	Hu McCorriston	
Dublin Pride – Integrity in Action	Hu Qaadri	
DUSD Liaison Committee	Josey Hu	
Ava Community Energy	Hu	Qaadri
East Bay Division/League of CA Cities	McCorriston	Josey
East Bay Regional Park District Liaison Committee	Hu New Councilmember	
Economic Development Committee	Josey McCorriston	
Federal and Military Communities Committee	Qaadri New Councilmember	
i-GATE Board	Qaadri	
League of CA Cities Voting Delegate & Alternate	Josey	Qaadri
Livermore-Amador Valley Transit Authority (LAVTA)	McCorriston Josey	New Councilmember
Livermore City Liaison Committee	Josey Qaadri	
Pleasanton City Liaison Committee	Josey Hu	
San Ramon City Liaison Committee	Hu New Councilmember	
Sister City International Committee	Josey	Hu
~~Tri-Valley Affordable Housing Committee~~	~~Qaadri~~	~~McCorriston~~
Tri-Valley Transportation Council	Josey	McCorriston
Tri-Valley/San Joaquin Valley Regional Authority (Valley Link)	McCorriston	
Tri-Valley Water Liaison Committee	McCorriston	Hu
Zone 7 Liaison Committee	Hu McCorriston	

Committee or Organization	Schedule (June on)
Alameda County Fire Department Advisory Committee	Tuesday 9/10 (630pm) Thursday 11/14 (630pm)
Alameda County Housing Authority	Wednesdays, monthly (8am)
Alameda County Library Advisory Commission	Wednesdays 7/10, 10/2 (7pm)
Alameda County Mayors' Conference	Second Wednesday, monthly 6/12, 7/10, 9/11, 10/9, 11/13 (630pm)
Alameda County Transportation Commission/Sunol JPA	Thursdays 6/27, 7/25, 9/26, 10/24 (2pm) Committees Mondays AM
Alameda County Waste Management Authority/Stop Waste	Thursdays 7/11, 9/12, 10/10, 11/14, 12/12 (9am) (2pm)
ABAG General Assembly	Fri 6/21 (10am)
DSRSD Liaison Committee	Biannually (9/11)
Dublin Pride – Integrity in Action	As needed
DUSD Liaison Committee	Annually
Ava Community Energy	Wednesdays 6/12, 7/17, 9/18, 10/16, 11/20, 12/18 (6pm)
East Bay Division/League of CA Cities	Thursdays 9/26, 12/12
East Bay Regional Park District Liaison Committee	As needed
Economic Development Committee	Tuesdays 8/20, 10/15, 12/17 (530pm)
Federal and Military Communities Committee	Monday 7/15, 10/21 (10am)
i-GATE Board	Wednesdays 11/11 (12pm), one in December
League of CA Cities Voting Delegate & Alternate	Wednesday – Friday 10/16-10/18, Long Beach)
Livermore-Amador Valley Transit Authority (LAVTA)	Mondays 7/1, 8/5, 9/9, 10/7, 11/4, 12/2 (4pm)
Livermore City Liaison Committee	As needed
Pleasanton City Liaison Committee	As needed
San Ramon City Liaison Committee	As needed
Sister City International Committee	
Tri-Valley Transportation Council	Mondays 7/15, 10/21 (4pm)
Tri-Valley/San Joaquin Valley Regional Authority (Valley Link)	Wednesdays 9/14, 10/9; Sunday 12/22 (2pm)
Tri-Valley Water Liaison Committee	As needed
Zone 7 Liaison Committee	Annually

RESOLUTION NO. 151 – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

CONFIRMING THE MAYOR'S APPOINTMENTS TO VARIOUS LOCAL AND REGIONAL BOARDS, COMMITTEES, AND COMMISSIONS

WHEREAS, each member of the City Council represents the City of Dublin on various local and regional Boards, Committees, and Commissions; and

WHEREAS, a fully updated appointment list was last considered and approved in January 2021, following the November 2020 election; and

WHEREAS, the Mayor has recommended the appointments and assignments in **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin confirms the Mayor's Appointments and directs Staff to notify affected agencies, as appropriate.

PASSED, APPROVED AND ADOPTED this 20th day of December 2022, by the following vote:

AYES: Councilmembers Hu, Josey, McCorriston, Qaadri and Mayor Hernandez

NOES:

ABSENT:

ABSTAIN:

DocuSigned by:
Mayor Melissa Hernandez
97C94F7A46A8461...
Mayor

ATTEST:

DocuSigned by:
Marsha Moore
9BB70615D22F40A...
City Clerk

COUNCIL COMMITTEE RECOMMENDATIONS
January 2023

Committee or Organization	Member	Alternate
Alameda County Fire Department Advisory Committee	Hu	Qaadri
Alameda County Housing Authority	McCorriston	Qaadri
Alameda County Library Advisory Commission	Hu	Qaadri
Alameda County Mayors' Conference	Hernandez	
Alameda County Transportation Commission/Sunol JPA	Hernandez	McCorriston
Alameda County Waste Management Authority/Stop Waste	Hernandez	Josey
ABAG General Assembly	Qaadri	McCorriston
DSRSD Liaison Committee	Hernandez McCorriston	
Dublin Pride – Integrity in Action	Hu Qaadri	
DUSD Liaison Committee	Josey Hu	
East Bay Community Energy JPA/WeWork	Hu	Qaadri
East Bay Division/League of CA Cities	Hernandez	Josey
East Bay Regional Park District Liaison Committee	Hu McCorriston	
Economic Development Committee	Hernandez McCorriston	
Federal and Military Communities Committee	McCorriston Qaadri	
i-GATE Board	Hernandez	
League of CA Cities Voting Delegate & Alternate	Hernandez	Josey
Livermore-Amador Valley Transit Authority (LAVTA)	Hernandez Josey	McCorriston
Livermore City Liaison Committee	Josey McCorriston	
Pleasanton City Liaison Committee	Josey Hu	
San Ramon City Liaison Committee	McCorriston Hu	
Sister City International Committee	Josey	Hu
Tri-Valley Affordable Housing Committee	Qaadri	McCorriston
Tri-Valley Transportation Council	Josey	Hernandez
Tri-Valley/San Joaquin Valley Regional Authority (Valley Link)	Hernandez	
Tri-Valley Water Liaison Committee	McCorriston	Hu
Zone 7 Liaison Committee	Hu McCorriston	