



Memorandum

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1111 Broadway, Suite 800, Oakland, CA 94607 • PH: (510) 208-7400 • www.AlamedaCTC.org

DATE: June 18, 2020

TO: Alameda County Transportation Commission

FROM: John Pulliam, Director of Project Delivery
Jhay Delos Reyes, Senior Transportation Engineer

SUBJECT: Approve Cooperative Agreement with the Cities of Dublin and Livermore for the Dublin Boulevard – North Canyons Parkways Extension Project

Recommendation

It is recommended that the Commission approve and authorize the Executive Director to execute a Cooperative Agreement with the Cities of Dublin and Livermore for the Plans, Specifications and Estimate phase in support of Dublin Boulevard – North Canyons Parkways Extension Project.

Summary

Alameda CTC is the Implementing Agency for the Dublin Boulevard – North Canyons Parkway Extension Project (Project) (PN 1483.000) for the Plans, Specifications and Estimate (PS&E) phase in partnership with the City of Dublin (Dublin) who remains the Project Sponsor.

The Commission approved Alameda CTC to be implementing agency for the PS&E phase on March 28, 2019, which included returning to the Commission for approval for the Cooperative Agreement (Coop).

The Project is currently in the Preliminary Engineering / Environmental phase (PE/Env), in which Dublin is the Project Sponsor and Implementing Agency. Dublin executed a Memorandum of Understanding with the City of Livermore (Livermore) on May 3, 2016 to identify roles and responsibilities as well as cost sharing responsibilities for the Project related to the segment of the roadway in Alameda County (see Attachment A, Attachment 1). Both Dublin and Livermore are now entering into a Coop (38-20) with Alameda CTC to define the roles and responsibilities for the PS&E Phase of the Project.

The Coop, provided in Attachment A, is among the three agencies and covers the PS&E phase only. There is no additional transfer of funds from Alameda CTC to Dublin or

Livermore, nor any additional cost to Alameda CTC related to this Coop. As identified in the Coop, either an amendment or a new agreement for the future Project phases will be required.

Background

Alameda CTC is the Implementing Agency for the PS&E phase of the Project in partnership with the City of Dublin who remains the Project Sponsor. The Project extends Dublin Boulevard from Fallon Road in Dublin to Doolan Road in the City of Livermore for a length of approximately 8,300 feet, and is located in Dublin, Livermore, and unincorporated Alameda County. The Project provides a four (4) to six (6) lane roadway with a multi-use/Class I bike path along the north side of the roadway, a sidewalk on the southside of the roadway, and Class II bike lanes on the roadway extension.

Alameda CTC awarded funds to Dublin for the PE/Env and PS&E Phases on April 27, 2017 as part of the 2018 Comprehensive Investment Plan (CIP). Due to the complexity, multi-jurisdictional involvement, and regional significance as a parallel reliever route to Interstate 580, it was recommended that Alameda CTC become the implementing agency for the PS&E phase. The Commission approved Alameda CTC to be implementing agency for the PS&E phase on March 28, 2019. Commission approval included the release of the Request for Proposals (RFP) for PS&E phase, and returning in the future to approve a Cooperative Agreement for the PS&E phase. The RFP was released on April 24, 2020.

Currently the Project is in the PE/Env phase, with Dublin as the Project Sponsor and Implementing Agency. Dublin has coordinated with both Livermore and Alameda County for the segment of the extension located outside of Dublin's jurisdiction in accordance with the agencies' respective design standards and requests. Dublin adopted the Environmental Impact Report in compliance with the California Environmental Quality Act (CEQA) on August 20, 2019 and is working to complete the Environmental Assessment (EA) in compliance with the National Environmental Protection Act (NEPA) this summer. The comment period closed for the Draft EA on March 24, 2020.

Dublin executed a MOU on May 3, 2016 with Livermore prior to the beginning of the PE/Env phase to outline the responsibilities for project development related to the PE/Env phase as well as cost sharing principles for the Construction of the Project, which divide the costs equally between both cities for the segment within Alameda County. Both Cities are now entering into a Coop with Alameda CTC, identified only for the PS&E phase of the Project, as the PS&E phase will be implemented by Alameda CTC. A separate Coop will be executed for future phases of the Project (i.e. Right of Way, Construction) should Alameda CTC remain the implementing Agency for future phases of the Project. Once Dublin has identified a full funding plan for right-of-way and construction, Dublin and Livermore will develop a separate agreement to divide the responsibilities for Maintenance of the Project for the segment in Alameda County.

The Coop outlines the roles and responsibilities for each agency for the funds that were awarded to Dublin in 2017 and developed consistently with support cost principles identified in the 2018 CIP. There is no additional transfer of funds from Alameda CTC to

Dublin or Livermore, nor any additional cost to Alameda CTC required by this Coop. This Coop Agreement may be amended if the scope of the agreement is modified.

Fiscal Impact: There is no fiscal impact associated with the requested action.

Attachment:

- A. Cooperative Agreement 38-20

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RESOLUTION NO. 38 - 20

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

**APPROVING A COOPERATIVE AGREEMENT WITH THE ALAMEDA COUNTY
TRANSPORTATION COMMISSION AND THE CITY OF LIVERMORE FOR THE FINAL
DESIGN PHASE OF THE DUBLIN BOULEVARD EXTENSION – FALLON ROAD TO NORTH
CANYONS PARKWAY PROJECT**

WHEREAS, the Dublin Boulevard Extension – Fallon Road to North Canyons Parkway Project is a project to connect Dublin Boulevard, in the City of Dublin, to North Canyons Parkway, in the City of Livermore, an approximate distance of 8,300 feet (“PROJECT”); and

WHEREAS, the PROJECT is included in the City of Dublin General Plan as a four-to-six lane roadway; and

WHEREAS, the PROJECT is included in the City of Dublin’s Eastern Dublin Traffic Impact Fee program, which has been accumulating partial funding for the PROJECT; and

WHEREAS, the City of Dublin is completing the Preliminary Engineering Phase of the PROJECT and the PROJECT is ready to move forward to the Final Design Phase; and

WHEREAS, the Final Design Phase is defined as the phase during which the plans, specifications, and estimates for the PROJECT will be determined and produced; and

WHEREAS, the Alameda County Transportation Commission, the City of Livermore, and the City of Dublin (individually “PARTY” and collectively “PARTIES”) have been coordinating on the PROJECT; and

WHEREAS, on March 28, 2019, the Alameda County Transportation Commission agreed to implement the Final Design Phase of the PROJECT; and

WHEREAS, PARTIES agree to enter into a Cooperative Agreement (“AGREEMENT”) to complete the Final Design Phase of the PROJECT; and

WHEREAS, the AGREEMENT establishes each PARTY’S responsibilities to complete the Final Design Phase.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the AGREEMENT attached hereto as Exhibit A to this Resolution.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to execute the AGREEMENT.


PASSED, APPROVED AND ADOPTED this 19th day of May 2020, by the following vote:

AYES: Councilmembers Goel, Hernandez, Josey, Kumagai and Mayor Haubert

NOES:

ABSENT:

ABSTAIN:

DocuSigned by:

4D4A9732E4974C5...

Mayor

ATTEST:

DocuSigned by:

291907F39E8C4FE...

City Clerk

**COOPERATIVE AGREEMENT FOR THE
DUBLIN BOULEVARD/NORTH CANYONS PARKWAY EXTENSION PROJECT'S
PS&E PHASE BETWEEN ALAMEDA COUNTY TRANSPORTATION COMMISSION,
CITY OF LIVERMORE, AND CITY OF DUBLIN**

This COOPERATIVE AGREEMENT, dated as of the ___ day of _____, 2020 (this "AGREEMENT"), is entered into by, among, and between the Alameda County Transportation Commission, a joint powers agency ("Alameda CTC"), the City of Livermore, a municipal corporation ("LIVERMORE"), and the City of Dublin, a municipal corporation ("DUBLIN").

Alameda CTC, LIVERMORE and DUBLIN are each individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

RECITALS

- A. DUBLIN proposes to extend Dublin Boulevard from its current terminus at Fallon Road for an approximate distance of 8,300 feet to connect to North Canyons Parkway in LIVERMORE as further defined in this AGREEMENT ("PROJECT").
- B. The PARTIES agree that the PROJECT will generally follow a horizontal alignment parallel to I-580. The PROJECT alignment from Fallon Road to North Canyons Parkway will traverse through an unincorporated area of Alameda County between the jurisdictional boundaries for DUBLIN and LIVERMORE. PARTIES acknowledge that the unincorporated area of Alameda County between the jurisdictional boundaries for LIVERMORE and DUBLIN is outside their respective urban growth boundaries, and that development in that area is subject to Alameda County's land use authority and regulations, including Measure D.
- C. The PROJECT is included in the Alameda Countywide Transportation Plan and in the Plan Bay Area 2040.
- D. The PROJECT is included in DUBLIN's Eastern Dublin Traffic Impact Fee program, which has accumulated partial funding for the PROJECT.
- E. The PROJECT is included in LIVERMORE's Traffic Impact Fee Program, which has accumulated partial funding for the PROJECT.
- F. The PROJECT consists of the following four key implementation phases that are defined in this AGREEMENT:
 - PE Phase
 - PS&E Phase
 - Right-of-Way Certification Phase
 - Construction Phase
- G. DUBLIN is and has served as the PROJECT SPONSOR, as defined in this AGREEMENT, for the PROJECT and is the IMPLEMENTING AGENCY, as defined in this AGREEMENT, for the PE Phase for the Project.

- H. Alameda CTC will be the IMPLEMENTING AGENCY for the PS&E Phase, as defined in this AGREEMENT, for the PROJECT.
- I. On May 3, 2016, DUBLIN and LIVERMORE entered into a Memorandum of Understanding (“MOU”) attached hereto as Attachment 1, to complete the PE Phase for the PROJECT.
- J. In coordination with Alameda CTC and LIVERMORE, DUBLIN is completing the PE Phase for the PROJECT. The PE Phase has progressed successfully and is anticipated to be completed in 2020. DUBLIN retained a consultant for the PE Phase work (see DUBLIN City Council Resolution 161-16 attached as Attachment 2). As provided for in section 4 of the MOU, LIVERMORE is reimbursing DUBLIN for 20% of the consultant’s costs paid by DUBLIN for work on the PE Phase.
- K. The PARTIES have secured adequate funding from various sources for the PS&E Phase for the PROJECT.
- L. Alameda CTC supports this PROJECT and on April 27, 2017, agreed to provide Measure BB funding, staff, and resources for both the PE Phase and for the upcoming PS&E Phase. On March 28, 2019, Alameda CTC agreed to be the IMPLEMENTING AGENCY, as that term is defined in this AGREEMENT.
- M. The PARTIES now wish to enter into this AGREEMENT to confirm their joint commitment to the PROJECT and to establish the general terms, the various roles and responsibilities each PARTY will perform, and actions needed to be taken to complete the PS&E Phase of the PROJECT.
- N. The PARTIES are interested in continuing to work together in good faith to define the assignment and coordination of the various tasks and responsibilities needed to effectuate the PS&E Phase of the PROJECT.
- O. The PARTIES have not yet identified or secured funding for the Right-of-Way Certification Phase and the Construction Phase for the PROJECT, as those phases are defined in this AGREEMENT. Nevertheless, PARTIES desire to work in coordination to secure local and regional funding for those remaining phases.
- P. The PARTIES understand that they will need to enter into a future agreement to define their respective roles and responsibilities related to Right-of-Way Certification Phase and Construction Phase before that work can proceed.

AGREEMENT

NOW, THEREFORE, the PARTIES hereby agree that the aforementioned recitals are true and correct, and further agree as follows:

SECTION I - DEFINITIONS

The following terms in this AGREEMENT shall have the following meanings:

“Alameda Countywide Transportation Plan” means the long-range policy document approved by Alameda CTC in July 2016 that guides decisions and articulates the vision

for Alameda County's transportation system over a 25-year planning horizon.

"DSRSD" means the Dublin San Ramon Services District, the agency that provides wastewater collection and treatment for DUBLIN, Pleasanton, and the southern portion of San Ramon.

"FUTURE PROJECT PHASES" means the PS&E Phase, Right-of-Way Certification Phase, and Construction Phase for the PROJECT, as those phases are defined herein.

"I-580" means Interstate 580.

"LOCAL SUPPORT COST" means staff and consultant costs incurred respectively by DUBLIN and LIVERMORE to review and inspect the PROJECT plans, specification and estimates for the PROJECT, as well as their respective fees and costs for encroachment permits, investigations, reviews, inspections, and certifications for those portions of the PROJECT in their respective jurisdictions.

"MATCHING FUNDS" means the monies that must be provided by grant applicants from other sources as a condition to receive grant funds from an awarding agency.

"Measure BB" means the measure approved by Alameda County voters in November 2014 authorizing an extension of the previously approved transportation sales tax, Measure B, and authorizing an additional ½ cent sales tax.

"Measure D" means the initiative approved by Alameda County voters approved in November 2000, also known as "Save Agriculture and Open Space Lands Initiative."

"Plan Bay Area 2040" means the nine-county regional transportation plan approved by the Association of Bay Area Governments and the Metropolitan Transportation Commission in July 2017 that guides decisions and articulates the vision for the nine-County Bay Area region's transportation system over a 25-year planning horizon.

"PROJECT" means the Dublin Boulevard/North Canyons Parkway Extension Project to connect Dublin Boulevard in Dublin from its terminus at Fallon Road to North Canyons Parkway in Livermore with an approximate distance of 8,300 feet, as shown in FIGURE 1 and detailed in Attachment 3.

"PROJECT ENVIRONMENTAL DOCUMENTS" means the documents that were prepared during the PE PHASE, and that include the Environmental Impact Report (EIR) prepared pursuant to the California Environmental Quality Act, and the Environmental Assessment (EA) prepared pursuant to the requirements of National Environmental Policy Act.

"PROJECT MAINTENANCE" means all activities to maintain, repair, and replace the PROJECT, and any parts thereof after the PROJECT is completed, which includes but is not limited to, the following: street rehabilitation; traffic signals, street lighting, and electrical equipment; utility costs and charges for operating electrical equipment for the PROJECT; the Cottonwood Creek Bridge and associated structures; landscaping, watering, weed abatement; the associated stormwater treatment and conveyance system; and PROJECT mitigation monitoring.

"PROJECT PHASES" means the following four key phases of the PROJECT:

“PE Phase” means the phase during which the preliminary engineering for the PROJECT is completed, including: the completion of a traffic study to determine the required number of travel lanes; certification and/or approval of the PROJECT environmental documents; finalization of the PROJECT alignment; and preparation of preliminary engineering level plans and estimates.

“PS&E Phase” means the phase during which the plans, specifications, and estimates for the PROJECT will be determined and produced. Right-of-Way design, appraisal and engineering work will also be completed during this phase. The PS&E Phase scope of work to be performed by the IMPLEMENTING AGENCY is defined in Attachment 4.

“Right-of-Way Certification Phase” means the phase during which the acquisition and certification of land needed for the PROJECT will be performed.

“Construction Phase” means the phase during which the PROJECT will be constructed.

“Traffic Impact Fee Program” means the respective programs in DUBLIN and LIVERMORE for a planned approach to collect fees from new or proposed development projects to pay for all or a portion of the costs of providing transportation infrastructure.

“Urban growth boundary” means the respective regional boundaries established for DUBLIN and LIVERMORE to control urban sprawl, mandating that the area inside the boundary be used for urban development and the area outside be preserved in its natural state or used for agriculture.

SECTION II – COOPERATION ON THE PROJECT

1. PURPOSE. The purpose of this AGREEMENT is to define the PROJECT PHASES and the respective duties and responsibilities for each PARTY to implement the PS&E Phase for the PROJECT. This AGREEMENT is not intended to, and shall not be interpreted to, create any specific duties or responsibilities for a PARTY that is not set forth herein or that does not otherwise exist under the law independent from this AGREEMENT. This AGREEMENT is intended solely for the benefit of the PARTIES and shall not be construed to create any rights in any other persons or entities.
2. DUTIES AND RESPONSIBILITIES. The PARTIES have the following duties and responsibilities, respectively:
 - a. IMPLEMENTING AGENCY. Alameda CTC is the IMPLEMENTING AGENCY for the PROJECT during the PS&E Phase. As the IMPLEMENTING AGENCY, Alameda CTC will implement the PROJECT and control all aspects of project management, including selecting consultants, overseeing PARTIES’ commitments, and implementing all day-to-day PROJECT control elements for the PS&E Phase. Prior to the completion of the PS&E Phase, the PARTIES shall meet and confer to identify which PARTY will be the IMPLEMENTING AGENCY for the Right-of-Way Certification Phase and the Construction Phase for the PROJECT.

- b. PROJECT SPONSOR. DUBLIN is the PROJECT SPONSOR for the PROJECT and for all FUTURE PROJECT PHASES for the PROJECT. As the PROJECT SPONSOR, Dublin will coordinate the PROJECT, ensure all PROJECT activities are completed in a timely manner by the IMPLEMENTING AGENCY (including those portions of the PROJECT located within unincorporated area of Alameda County and LIVERMORE), and is responsible for coordinating the work for the PROJECT and all FUTURE PROJECT PHASES. As the PROJECT SPONSOR, DUBLIN is responsible for advocating for the PROJECT during any future updates to the regional, state and federal planning documents for the PROJECT. As the PROJECT SPONSOR, DUBLIN is also the PARTY primarily responsible for finding PROJECT funding.
 - c. LOCAL SUPPORT COSTS. DUBLIN and LIVERMORE will fund their respective shares of any LOCAL SUPPORT COSTS to implement the PS&E Phase for the Project.
 3. ROADWAY CAPACITY. DUBLIN, in coordination with the other PARTIES, has completed a traffic study for the PROJECT for the PROJECT ENVIRONMENTAL DOCUMENTS, and has determined the needed capacity of ROADWAY is as follows, as shown in Figure 1 attached to this AGREEMENT: a six-lane segment from Fallon Road to Croak Road in DUBLIN ; and, a four-lane segment from Croak Road and through the unincorporated area of Alameda County to North Canyons Parkway in LIVERMORE.
 4. PROJECT MAINTENANCE. PARTIES acknowledge that PROJECT MAINTENANCE will be required after the PROJECT's completion. DUBLIN and LIVERMORE will be responsible for PROJECT MAINTENANCE costs for those portions of the PROJECT in their respective jurisdictions after the PROJECT is accepted as complete. Prior to the completion of the PROJECT CONSTRUCTION PHASE, the PARTIES shall meet and confer to identify who will be responsible for the costs to maintain that portion of the PROJECT in the unincorporated area of Alameda County.
 5. FUTURE AMENDMENT OR A NEW AGREEMENT. The PARTIES agree to meet and confer to define the roles and responsibilities of each PARTY related to Right-of-Way Certification Phase and the Construction Phase for the PROJECT.
 6. PROJECT FUNDING AND COST SHARING. The PARTIES shall fund the PROJECT PHASES as set forth below and as outlined in Table 1:
 - a. PE Phase funding has been secured and no additional funding is needed.
 - b. DUBLIN, as a PROJECT SPONSOR and the implementing agency for the PE phase, has received Measure BB funding for the PE Phase and PS&E Phase through Alameda CTC's 2018 Comprehensive Investment Plan approved on April 27, 2017, and DUBLIN shall commit that portion of the Measure BB funding to the PS&E Phase for the PROJECT.
 - c. Work for right-of-way design, appraisal and engineering, as part of the PS&E Phase, will be in support of the right-of-way identified in Dublin's Ordinance 10-19 (Attachment 4) including supporting easements in order to construct and operate the roadway as defined in the PROJECT ENVIRONMENTAL DOCUMENTS.
 - d. Alameda CTC acknowledges that MATCHING FUNDS are not required for the PS&E Phase of the PROJECT. Alameda CTC will be responsible to administer funds awarded in the 2018 Comprehensive Investment Plan.

- e. Funding for the Right-of-Way Certification Phase and Construction Phase for the Project has not been secured by the PARTIES. It is understood and agreed by the PARTIES that additional funding is required to complete the Right-of-Way Certification Phase and Construction Phase for the PROJECT. The PARTIES agree to work collaboratively to pursue regional, state, and federal funding and support efforts by the PROJECT SPONSOR and IMPLEMENTING AGENCY to secure needed PROJECT funding for Right-of-Way Certification Phase and Construction Phase for the PROJECT.
 - f. DUBLIN and LIVERMORE will independently or jointly seek grant funding for the Right-of-Way Certification Phase and Construction Phase for the PROJECT. All funding requests will be coordinated among the PARTIES.
 - g. It is agreed by DUBLIN and LIVERMORE that LOCAL SUPPORT COSTS will be funded by each jurisdiction through its own funding sources and separate from the funds already allocated to the PROJECT.
 - h. The PARTIES agree that any changes to the PS&E Phase scope of work set forth in Attachment 5 must be unanimously approved in writing by all PARTIES. If the PARTIES agree to a change that triggers a need for additional funding beyond what is available for the PS&E Phase costs as defined in Table 1, then the PARTIES shall meet and confer to determine how to secure funding for those additional costs.
 - i. The PS&E Phase costs are associated with utility related improvements may be funded by the respective utility company. For the purpose of this AGREEMENT, such costs are included in the PS&E Phase cost (Table 1). The PARTIES agree that consultation with the utility companies will be needed during the PS&E Phase. If there are any changes to the PS&E scope of work related to utilities that results in additional costs for the PS&E Phase, then the PARTIES shall meet and confer to determine how to secure funding for those additional costs.
 - j. The PARTIES agree that DUBLIN will be responsible for negotiating the costs associated with DSRSD services inside DUBLIN jurisdiction during the PS&E Phase and if such costs are determined to be DSRSD's responsibility to fund, then PS&E Phase costs in Table 1 will be reduced by the same amount without the need for an amendment to this AGREEMENT. If the DSRSD related utility work costs exceed the PS&E Phase costs (Table 1), then the PARTIES shall meet and confer to determine how to secure funding for those additional costs.
 - k. The PARTIES agree that DUBLIN and LIVERMORE shall be responsible for any fees for encroachment permits, investigations, reviews, inspections, and certifications for those portions of the PROJECT in their respective jurisdictions. The PARTIES further agree to meet and confer prior to the completion of the PROJECT CONSTRUCTION PHASE to determine how to apportion among and between the PARTIES any fees for encroachment permits, investigations, reviews, inspections, and certifications imposed by Alameda County for those portions of the PROJECT in the unincorporated area of Alameda County.
7. PROJECT COST SHARING FOR LOCAL MATCH FOR RIGHT-OF-WAY CERTIFICATION PHASE AND CONSTRUCTION PHASE FOR THE PROJECT. LIVERMORE and DUBLIN agree that any requirements for MATCHING FUNDS associated with grant funding for the Right-of-Way Certification Phase or the Construction Phase for the PROJECT shall be divided

between themselves as follows: DUBLIN and LIVERMORE will split MATCHING FUND requirements for work in the unincorporated area of Alameda County on a 50-50 basis. DUBLIN and LIVERMORE will be responsible for MATCHING FUND requirements for work associated with the Right-of-Way Certification Phase and Construction Phase for the PROJECT in their respective jurisdictions. The PARTIES agree to meet and confer to memorialize details associated with the PROJECT cost sharing for MATCHING FUND requirements for the Right-of-Way Certification Phase and the Construction Phase for the PROJECT.

8. HOLD HARMLESS.

- a. Nothing in this AGREEMENT is intended to affect the legal liability of any PARTY by imposing any standard of care, with respect to the work performed hereunder, different from the standard of care imposed by law.
- b. The PARTIES agree that they shall mutually defend, hold harmless, and indemnify each other and their respective elected and appointed officials, officers, agents, and employees, against any and all claims, demands, damages, costs, expenses, or liability related to or arising out of each PARTY's own individual performance of this AGREEMENT, except for liability arising out of the PARTY's sole negligence or willful misconduct of DUBLIN, LIVERMORE, and/or ALAMEDA CTC, and/or any officer, agent, or employee of the respective PARTY.
- c. Each PARTY will ensure that any contract it enters into with a consultant or contractor for work on PROJECT requires the contractor or consultant to defend, hold harmless, and indemnify all other PARTIES, and their officers, agents, and employees, against any and all claims, demands, damages, costs, expenses, or liability related to or arising out of the contractor's or consultant's work on the PROJECT, except for liability arising out of the sole negligence or willful misconduct of said PARTY, or its officers, agents, or employees.

9. TERM OF AGREEMENT. This AGREEMENT shall expire upon the completion of the PS&E Phase, but may be terminated earlier by a written mutual consent signed by all of the PARTIES.

10. AGREEMENT MODIFICATION. This AGREEMENT shall be subject to modification only with the written consent of each PARTY hereto. No PARTY shall unreasonably withhold its consent to modification for the implementation and accomplishment of the overall purpose for which this AGREEMENT is made.

11. ACCOUNTABILITY. The PARTIES shall provide strict accountability of any and all funds and shall report to each other all receipts and disbursements.

12. USE OF FUNDS. Funds contributed for the PROJECT, as shown in Table 1, shall be used solely for the PROJECT.

13. AGREEMENT CONSTRUCTION. The section headings and captions of this AGREEMENT are, and the arrangement of this instrument is, for the sole convenience of the PARTIES to this AGREEMENT. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this AGREEMENT.

14. ENTIRE AGREEMENT. This AGREEMENT contains the entire understanding of the PARTIES relating to the subject matter of this AGREEMENT. No promise, representation, warranty, or covenant not included in this AGREEMENT has been or is relied upon by any PARTY.
15. COUNTERPARTS. This AGREEMENT may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original with all counterparts constituting but one and the same instrument. The execution of this AGREEMENT will not become effective until counterparts have been executed by all PARTIES. Faxed or emailed signatures on this AGREEMENT or any notice, consent, or amendment required under this AGREEMENT are binding.
16. NOTICES. All correspondence regarding this AGREEMENT, including invoices, payments, and notices shall be directed to the following persons at the following addresses and facsimile numbers, which may be changed by written notice from one party to the other:

| | | |
|--------------------------|-----------------------|----------------------------------|
| <u>Alameda CTC</u> | <u>DUBLIN:</u> | <u>LIVERMORE:</u> |
| Tess Lengyel | Andrew Russell | Bob Vinn |
| Executive Director | Public Works Director | Assistant City Engineer |
| 1111 Broadway, Suite 800 | 100 Civic Plaza | 1052 S. Livermore Avenue |
| Oakland, CA 94607 | Dublin, CA 94568 | Livermore, CA 94550 |
| FAX: (510) 208-7499 | Fax: (925) 833-6628 | FAX: (925) 960-4504 |
| | | Cc: City Attorney, City Engineer |

17. GOVERNING LAW; VENUE. This AGREEMENT will be governed and construed in accordance with California law. The venue of any litigation arising out of this AGREEMENT will be Alameda County.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have each executed this AGREEMENT as of the date first set forth above.

Alameda CTC:

LIVERMORE:

DUBLIN:

By: _____

By: _____

By: _____

Tess Lengyel, Executive Director

Marc Roberts, City Manager

Linda Smith, City Manager

APPROVED AS TO LEGAL
FORM:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

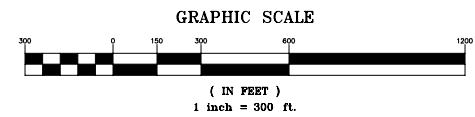
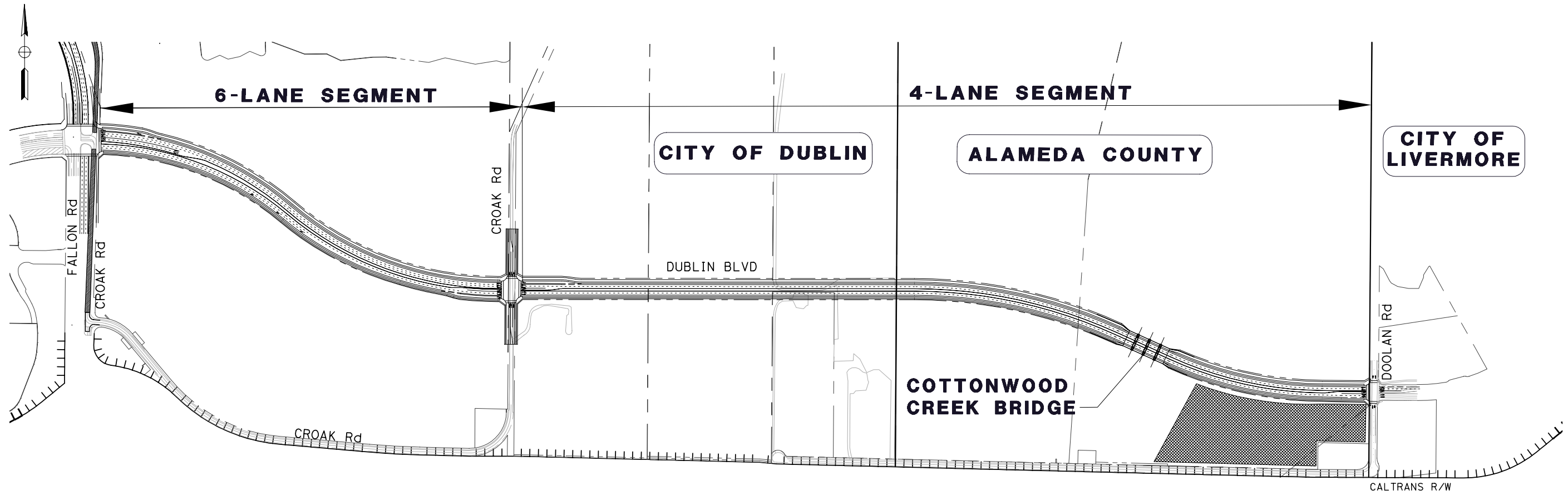
By: _____
Wendel Rosen LLP
Legal Counsel to Alameda CTC

By: _____
Jason Alcala, City Attorney

By: _____
John Bakker, City Attorney

Attachments:

| | |
|--------------|--|
| Figure 1 | Project Location |
| Attachment 1 | MOU between DUBLIN and LIVERMORE |
| Attachment 2 | DUBLIN City Council Resolution 161-16 |
| Attachment 3 | PROJECT Description |
| Attachment 4 | Dublin ROW Ordinance |
| Attachment 5 | PS&E Phase Scope of Work |
| Table 1 | Funding allocation Local Support Costs |



| CONSTRUCTION RECORD | |
|---------------------|------------|
| CONTRACTOR: | |
| INSPECTOR: | |
| DATE COMPLETED: | |
| SCALE: 1" = 300' | |
| No. | DATE/APVD. |
| | REVISION |

BKF
ENGINEERS / SURVEYORS / PLANNERS
 4670 WILLOW RD
 SUITE 205
 PLEASANTON, CA 94588
 925-396-7700
 925-396-7799 (FAX)

| DESIGNED BY | DRAWN BY | CHECKED BY |
|--|----------|-----------------|
| PLANS PREPARED UNDER SUPERVISION OF: | | |
| N.V. BERNARDI REGISTERED CIVIL ENGINEER | | |
| 9-30-20 DATE | | 45407 RCE NO |

CITY OF DUBLIN
PUBLIC WORKS DEPARTMENT
 City Offices, 100 Civic Plaza, Dublin, California 94568
 Public Works Department - Engineering, (925) 833-6630

| | |
|-------------------------------------|--|
| REVIEWED BY: | |
| PUBLIC WORKS DIRECTOR/CITY ENGINEER | |
| DATE | |

**DUBLIN BLVD EXTENSION
 IMPROVEMENT PROJECT**

PROJECT AGREEMENT EXHIBIT

DRAWING No. **X-1**
 SHEET
 1 OF 1 SHEETS
 CONTRACT NO.
 FILE No.

I:\Projects\2019\20190308_DublinBlvd_Ext\Drawings\01-Project_Agreement\01-Project_Agreement.dwg (1/17) 08-Mar-2019 11:07:59am sds

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF LIVERMORE AND CITY OF DUBLIN
FOR THE DUBLIN BOULEVARD/NORTH CANYONS PARKWAY EXTENSION PROJECT
(INITIAL PRELIMINARY DESIGN PHASE)**

This MEMORANDUM OF UNDERSTANDING, dated as of the 3rd day of May, 2016 (this "MOU"), is entered into by the City of Livermore, a Municipal Corporation ("LIVERMORE") and the City of Dublin, A Municipal Corporation ("DUBLIN").

SECTION I - RECITALS

- A. The Dublin Boulevard/North Canyons Parkway Extension Project is a project to connect existing Dublin Boulevard in DUBLIN to North Canyons Parkway in LIVERMORE (the "ROADWAY"), an approximate distance of 8,100 feet, shown in FIGURE 1 attached hereto and incorporated herein by reference (the "PROJECT").
- B. DUBLIN's general plan reflects an ultimate six lane configuration within the PROJECT limits. LIVERMORE's general plan reflects four lanes within the PROJECT limits. Both Livermore and Dublin would like to reconcile the planned number of lanes within the PROJECT limits to meet future transportation needs.
- C. The PROJECT is included in DUBLIN's Eastern Dublin Traffic Impact Fee program, which has been accumulating partial funding for the PROJECT.
- D. The PROJECT is included in LIVERMORE's Traffic Impact Fee Program, which has been accumulating partial funding for the PROJECT.
- E. The PROJECT is included in the Alameda Countywide Transportation Plan and the Plan Bay Area, a transportation blueprint of Countywide and 9 Bay Area Counties, respectively.
- F. LIVERMORE and DUBLIN have been coordinating regarding the extension of the ROADWAY, and agree that the ROADWAY will generally follow a horizontal alignment parallel to I-580. The precise alignment is expected to be developed as part of the PROJECT.
- G. The PROJECT will require a traffic study be completed and a preliminary design be drafted prior to any construction.
- H. The ROADWAY alignment will traverse through lands within unincorporated Alameda County between the LIVERMORE and DUBLIN jurisdictional boundaries. LIVERMORE and DUBLIN understand that on-going support will be required from Alameda County in the implementation of the PROJECT and agree that the PROJECT will be coordinated with Alameda County prior to the City Council of either DUBLIN or LIVERMORE taking any action to approve construction of the PROJECT.
- I. LIVERMORE and DUBLIN recognize that the lands within unincorporated Alameda County between the LIVERMORE and DUBLIN jurisdictional boundaries are outside of either jurisdiction's urban growth boundary. Development of this area is governed by Alameda County Measure D.

- J. The parties intend to define herein the understanding by which LIVERMORE and DUBLIN are to implement the initial preliminary design phase of the PROJECT.

SECTION II - UNDERSTANDING

Now, therefore, in exchange for DUBLIN's promises to undertake the studies and design work for the portions of the PROJECT located within LIVERMORE pursuant to the provisions below, and for LIVERMORE'S promises to authorize and reimburse DUBLIN to undertake such studies and design work pursuant to the provisions below, LIVERMORE and DUBLIN agree as follows:

1. PURPOSE. The purpose of this MOU is to set forth the parties' goals and expectations with respect to implementing the initial preliminary design phase (the "Preliminary Engineering") of the PROJECT. The Preliminary Engineering will be accomplished through the completion of a Traffic Study and the Initial Preliminary Design, as further explained under Section II.2 and II.3 of this MOU. This MOU shall only be construed to create the specific rights and obligation set forth herein, and is not intended, and shall not be construed, to create any rights or obligations beyond those that do not otherwise exist under the law.
2. TRAFFIC STUDY. DUBLIN'S General Plan recommends six lane capacity for the PROJECT. Livermore's General Plan recommends four lane capacity for the PROJECT. Due to the changes to land uses in the PROJECT vicinity, it is possible that a different capacity is now needed. DUBLIN will conduct a traffic study for the PROJECT to determine the ultimate capacity (number of lanes) of the ROADWAY to be located in the entire PROJECT area which includes portions of DUBLIN, LIVERMORE and unincorporated portions of Alameda County. The scope of work, fee, and selection of consultants for the traffic study will be approved by LIVERMORE's City Engineer prior to DUBLIN'S commencement of the study. Where the study is conducted within the jurisdictional boundaries of LIVERMORE the study will be conducted to the satisfaction of LIVERMORE, in accordance with LIVERMORE standards and requirements. Parties to this MOU understand that changes to the PROJECT capacity (number of lanes) may require amendments to the General Plans and any associated planning documents. Any necessary General Plan amendments will be processed and funded exclusively by the jurisdiction(s) performing the amendments. Furthermore, parties to this MOU understand that certain lands within the PROJECT limits are under the jurisdiction of the Alameda County and any changes to the land use in this area must be approved by the Alameda County. Such approval will be coordinated by both parties to this MOU. This MOU does not commit either DUBLIN or LIVERMORE to construct any aspect of the PROJECT and does not commit either DUBLIN or LIVERMORE to alter their General Plans or make any other changes to land use regulations. As such, this MOU does not reasonably have the potential to impact the environment and does not constitute a project for the purposes of the California Environmental Quality Act (CEQA). Before approvals to move forward with construction of the PROJECT occurs and before any land use regulation of either DUBLIN or LIVERMORE is altered, each City will ensure that any requirements of CEQA are fulfilled.
3. INITIAL PRELIMINARY DESIGN. DUBLIN will complete the initial preliminary design for the PROJECT within LIVERMORE and DUBLIN. The scope of work, fee, and selection of consultants for the initial preliminary design will be approved by LIVERMORE prior to DUBLIN'S commencement of the design work. The initial preliminary design of the

PROJECT will determine the street cross-sections, preferred horizontal and vertical ROADWAY alignment, generate a right-of-way base map, and develop a planning level cost estimate. The initial preliminary design shall accommodate the planned extension of BART to Livermore. The initial preliminary design shall identify appropriate access points to land fronting the PROJECT. Abutters' rights shall be restricted along the roadway through unincorporated Alameda County to only allow development consistent with Alameda County Measure D. All engineering and design work performed in or regarding work to be performed in LIVERMORE shall be performed to the satisfaction of LIVERMORE.

4. INVOICING AND PAYMENT.

a. DUBLIN will invoice LIVERMORE for reimbursement of DUBLIN'S consultant costs incurred in performing the traffic study and initial preliminary design phase tasks under this MOU no less than quarterly. LIVERMORE will reimburse DUBLIN twenty percent (20%) of the cost for traffic study and initial preliminary design of the PROJECT no later than 30 days after receipt of an invoice from DUBLIN. DUBLIN and LIVERMORE agree that this twenty percent cost allocation is a rough reflection of the PROJECT area contained in each of their respective jurisdictions, as demonstrated in FIGURE 1 attached hereto.

b. If either party is successful in receiving grant funding for the traffic study and preliminary design phase, grant funding will be used first for this work and will be shared on the basis of the ratio of cost sharing under Section II.4.a. Each party will provide the local match, if required, on the basis of the cost sharing ratio outlined in Section II.4.a.

c. Excluding the costs of the traffic study and initial preliminary design phase, LIVERMORE and DUBLIN will divide the remaining costs for the PROJECT as follows: DUBLIN and LIVERMORE will split all costs of the PROJECT related to construction in Alameda County on a 50-50 basis. DUBLIN will be responsible for all costs associated with the PROJECT in its jurisdiction. LIVERMORE will be responsible for all costs associated with the PROJECT in its jurisdiction.

5. FUTURE PROJECT PHASES. LIVERMORE and DUBLIN agree to jointly seek funding for future PROJECT phases, including, but not limited to, preliminary engineering, right-of-way, and construction phases. Potential grant funding includes Alameda County Transportation Commission Measure BB. At the time DUBLIN and LIVERMORE intend to proceed with future PROJECT phases, DUBLIN and LIVERMORE shall enter into an agreement for future PROJECT phases.

6. HOLD HARMLESS.

a. Nothing in this MOU is intended to affect the legal liability of any party by imposing any standard of care, with respect to the work performed hereunder, different from the standard of care imposed by law.

b. DUBLIN shall defend, hold harmless, and indemnify LIVERMORE, and its officers, agents and employees, against any and all claims, demands, damages, costs, expenses or liability related to or arising out of DUBLIN'S performance of this MOU, except for liability arising out of the sole negligence or willful misconduct of LIVERMORE, or its officers, agents or employees.

c. LIVERMORE shall defend, hold harmless, and indemnify DUBLIN, and its officers, agents and employees, against any and all claims, demands, damages, costs, expenses or liability related to or arising out of LIVERMORE'S performance of this MOU, except for liability arising out of the sole negligence or willful misconduct of DUBLIN, or its officers, agents or employees.

d. DUBLIN will ensure that each contract it enters into with a consultant or contractor for work on the PROJECT requires the contractor or consultant to defend, hold harmless, and indemnify LIVERMORE, and its officers, agents and employees, against any and all claims, demands, damages, costs, expenses or liability related to or arising out of the contractor's or consultant's work on the PROJECT, except for liability arising out of the sole negligence or willful misconduct of LIVERMORE, or its officers, agents or employees.

7. TERM OF MOU. This MOU shall expire upon the completion of the tasks set forth in Section II.2 and II.3 of the MOU or within five (5) years of the date this MOU is fully executed, whichever comes first.
8. MOU MODIFICATION. This MOU shall be subject to modification only with the written consent of each party hereto. No party shall unreasonably withhold its consent to modification for the implementation and accomplishment of the overall purpose for which this MOU is made.
9. ACCOUNTABILITY. The parties shall provide strict accountability of any and all funds and shall report to each other all receipts and disbursements.
10. USE OF FUNDS. Funds contributed for the PROJECT shall be used solely for the PROJECT.
11. MOU CONSTRUCTION. The section headings and captions of this MOU are, and the arrangement of this instrument is, for the sole convenience of the parties to this MOU. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this MOU.
12. ENTIRE MOU. This MOU contains the entire understanding of the parties relating to the subject matter of this MOU. No promise, representation, warranty or covenant not included in this MOU has been or is relied upon by any party.
13. COUNTERPARTS. This MOU may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original with all counterparts constituting but one and the same instrument. The execution of this MOU will not become effective until counterparts have been executed by both parties. Faxed signatures on this MOU or any notice, consent, or amendment required under this MOU are binding.

14. NOTICES. All correspondence regarding this MOU, including invoices, payments, and notices shall be directed to the following persons at the following addresses and facsimile numbers, which may be changed by written notice from one party to the other:

LIVERMORE:

Bob Vinn, Assistant City Engineer
1052 S. Livermore Avenue
Livermore, CA 94550
FAX: (925) 960-4504
Cc: City Attorney, City Engineer

DUBLIN:


Gary Huisingsh, Public Works Director
100 Civic Plaza
Dublin, CA 94568
Fax: (925) 833-6628

15. GOVERNING LAW; VENUE. This MOU will be governed and construed in accordance with California law. The venue of any litigation arising out of this MOU will be Alameda County.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have each executed this MOU as of the date first set forth above.

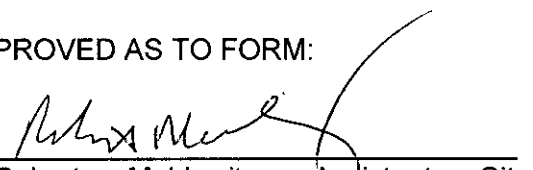
LIVERMORE:

By: 
Marc Roberts, City Manager

DUBLIN:

By: 
Christopher L. Foss, City Manager

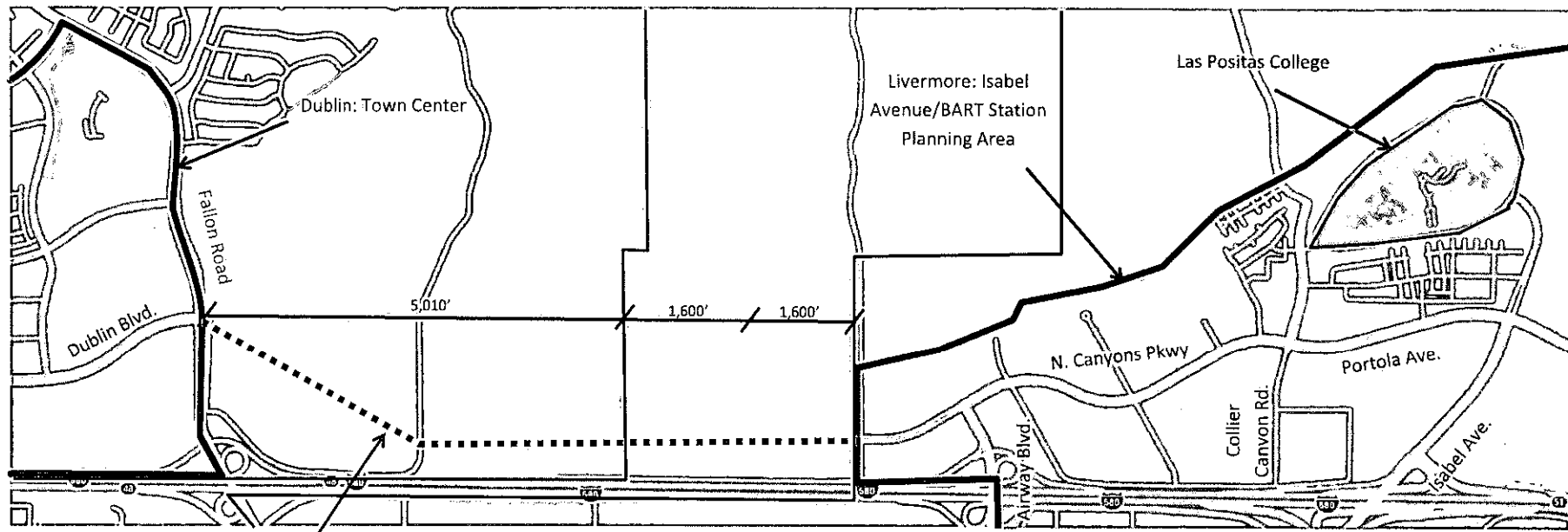
APPROVED AS TO FORM:

By: 
Robert Mahlowitz, Assistant City Attorney
jos

APPROVED AS TO FORM:

By: 
John Bakker, City Attorney

Figure 1. Proposed Extension of Dublin Boulevard – North Canyons Parkway



Proposed Extension
of Dublin Blvd.

- Priority Development Area – Suburban Center
- Dublin City Limits
- Livermore City Limits



N.T.S

City Clerk's Office
1052 South Livermore Avenue
Livermore, CA 94550-4899
Phone: 925.960.4200 Fax: 925.960.4205

DOCUMENT TRANSMITTAL FORM

Date: May 4, 2016

To: Gary Huising
Public Works Director
100 Civic Plaza
Dublin, CA 94568

cc: B. Vinn
C. Mahler
L. Carpenter

PLEASE READ THE FOLLOWING:

Original document enclosed for your records

| | |
|--------------------------|--------------------------------------|
| Date of Document: | May 3, 2016 |
| Type of Document: | Memorandum of Understanding |
| Parties: | City of Livermore and City of Dublin |

Susan Neer, City Clerk
By: Jean Bell
925.960.4200

TAB THROUGH DOCUMENT TO ENTER INFORMATION

STANDARD AGREEMENT TRANSMITTAL FORM

To: City Attorney's Office Date: 4/8/2016
From: Contact (Person Routing): Bob Vinn Dept.: CEDD Phone #: 960-4516

Contractor/Consultant/Dev: MOU Between Livermore and Dublin for Dublin Blvd North Canyons Extension
Description of Project: City of Dublin

Approval: Department Head/Division Manager Approval: [Signature]

Records Retention :

- Infrastructure (Examples: Architects, Buildings, bridges, covenants, development, environmental, Joint Powers, MOUs, park improvements, property & property restrictions, redevelopment, reservoirs, sewers, sidewalks, street & alley improvements, settlement, subdivisions, utilities, water, etc.)
Non-infrastructure (Examples: Consulting, grants, disposal, franchises, housing, leases, legal services, loans, paving, painting, professional services, services, slurry seals, tree trimming, etc.)

Completion Date: N/A

Council Approval:

- Requires City Council approval. Meeting Date: 4/25/2016
Does not require City Council approval, because the contract is under \$100,000 and (1) is not for the construction of a public work or (2) does not involve the acquisition or disposition of real property.

Routing: 1. City Attorney/Risk Manager for insurance check and form approval.
2. City Clerk will Log and obtain signature of City Manager or Dept Head.
3. When agreements are fully executed, the City Clerk's Office will distribute as follows:

Send signed original to other party at: Send original to Bob Vinn He will hand deliver to Dublin
Send and/or route copy to:

Summary/Explanation of Request: Please complete Summary/Explanation for the City Manager or submit a separate memo.

Memorandum of Understanding with the City of Dublin for Conducting Preliminary Engineering for the Dublin Boulevard/North Canyons Parkway Extension Project.

Attachments: ORIGINAL SIGNATURES ARE REQUIRED.

- Two original Agreements/Contracts with original signatures. State, federal, county agreement - signatures not required.
Two original Supplemental/Amendment/Extension Agreements with original signatures.
Exhibits.
Determination of Conflict of Interest Form.
Certificates of Insurance. In PINS
Current Business License on file. BL#
Bonds (if required).

Routing (City Attorney's Office Use): [] BMA [] CFO [] GJA [] JAL [] KYO LOG NO. 2016-092

RESOLUTION NO. 161 – 16

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN

APPROVING A CONSULTING SERVICES AGREEMENT WITH BKF ENGINEERS FOR
CONDUCTING PRELIMINARY ENGINEERING FOR THE EXTENSION OF DUBLIN
BOULEVARD IN DUBLIN TO NORTH CANYONS PARKWAY IN LIVERMORE

WHEREAS, the 2016 - 2021 Capital Improvement Program (CIP) includes ST0216 Project to design and construct Dublin Boulevard extension to Livermore; and

WHEREAS, the City has completed a Request For Proposal (RFP) process to select an engineering consultant firm to complete the preliminary design work for this CIP Project; and

WHEREAS, BKF Engineers has demonstrated the ability to perform said preliminary design work; and

WHEREAS, BKF Engineers is available to perform said work as specified in for a not to exceed amount of \$615,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does RESOLVE to approve the Consulting Services Agreement (Agreement) with BKF Engineers attached hereto (Attachment 1) and authorize the City Manager to execute the Agreement.

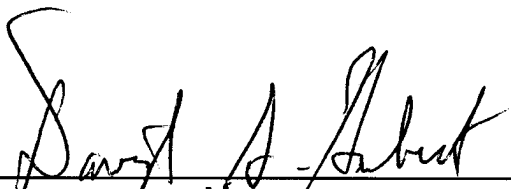
PASSED, APPROVED AND ADOPTED this 1st day of November 2016 by the following vote:

AYES: Councilmembers Biddle, Gupta, Hart, Wehrenberg and Mayor Haubert

NOES:

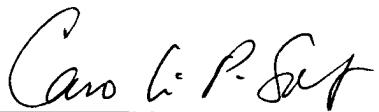
ABSENT:

ABSTAIN:



Mayor

ATTEST:



City Clerk

Attachment 3

PROJECT DESCRIPTION

The Project would include the extension of Dublin Boulevard approximately 1.5 miles eastward through eastern Dublin and an unincorporated portion of the Alameda County to the western boundary of Livermore (Project).

The roadway extension would start from the current terminus of Dublin Boulevard at the Dublin Boulevard/Fallon Road intersection in Dublin and would end at the Doolan Road/North Canyons Parkway intersection along the boundary of the County and Livermore. This roadway extension would provide four to six travel lanes and bicycle and pedestrian facilities (i.e., pathways, sidewalks and bike lanes). Beginning at Fallon Road, the roadway extension would have six travel lanes (three in each direction). Continuing eastward, the roadway extension would transition to four travel lanes (two in each direction) before or at the intersection with Croak Road. From Croak road to Doolan Road, the roadway extension would remain in the four lane configuration. The permanent area required for the Project, including the roadway, sidewalks, intersections, and land acquired for right-of-way is estimated at 29 acres. Future average daily traffic (ADT) along the roadway extension is projected to be 17,000 to 19,000 vehicles per day. Project design features and components include (from west to east):

- Intersection improvements at Fallon Road (including modification of the signalized intersection)
- The elimination of the existing intersection of Croak Road and Fallon Road
- Abandonment of a north-south (frontage road) portion of Croak Road parallel to Fallon Road
- The addition of a "T" shaped hammerhead turnaround at the new terminus of Croak Road adjacent to Fallon Road
- Grading and earthwork northeast of the Dublin Boulevard/Fallon Road intersection, including grading at the base of the hills to the north, and more minor grading throughout the road alignment to meet engineering and safety requirements
- Removal of overhead utility lines between Fallon Road and Croak Road
- Creation of a new signalized intersection where the Dublin Boulevard extension would cross Croak Road
- Construction of a new bridge over Cottonwood Creek
- Construction staging and laydown between the roadway extension and Collier Canyon Road, along Doolan Road
- Intersection improvements at the Doolan Road/North Canyons parkway intersection, including the creation of a new, signalized eastbound approach to the intersection
- The extension of underground utility lines into the Project site within the operational footprint

- Construction of the new roadway, which would include a median, inside shoulder at some locations, vehicle travel lanes, bicycle facilities, a parkway strip, separated sidewalks and separated Class I bike path and/or a multi-use path, street lighting, and cut/fill embankments
- Retaining walls may be used in addition to, or as an alternative to, cut/fill embankments associated with roadway and hillside grading. If used, retaining walls would be placed outside of the sidewalk and bicycle facility areas on either side of the roadway cross section, within the construction footprint and within the permanent right-of-way. Retaining walls would measure 3 feet to 10 feet in height and would generally require a smaller area of grading or ground disturbance in comparison to cut/fill slopes.

Project layout is shown in Figure 1.

ORDINANCE NO. 10 – 19

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

**TO ESTABLISH RIGHT-OF-WAY LINES FOR DUBLIN BOULEVARD BETWEEN
FALLON ROAD AND THE EASTERN CITY LIMIT**

WHEREAS, the City Council Adopted Resolution No. 75-19 on July 16, 2019, calling for a public hearing pursuant to the provisions of Sections 7.68.080 through 7.68.100 of the Dublin Municipal Code on August 20, 2019, at 7:00 p.m., in the City Council Chambers, 100 Civic Plaza, Dublin, California, to hear protests and objections to the establishment of right-of-way lines for Dublin Boulevard between Fallon Road and the Eastern City Limit; and

WHEREAS, notice of said public hearing was duly given; and

WHEREAS, no written objections were received by the City Clerk prior to the public hearing on August 20, 2019.

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

SECTION 1:

Pursuant to Dublin Municipal Code Chapter 7.68, the ultimate right-of-way lines are hereby established for Dublin Boulevard between Fallon Road and the Eastern City Limit, according to the Legal Descriptions, attached hereto as **Exhibit A**, said Exhibit herein incorporated.

SECTION 2:

Section 7.68.150 (Previously established right-of-way lines) shall be amended to include:

Dublin Boulevard from Fallon Road to the Eastern City Limit.

SECTION 3:

The effect of said right-of-way lines shall be governed by the provisions of Dublin Ordinance No. 44-87, as amended.

SECTION 4: Effective Date and Posting of Ordinance

This Ordinance shall become effective thirty (30) days from and after its final passage and adoption by the City Council. 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.

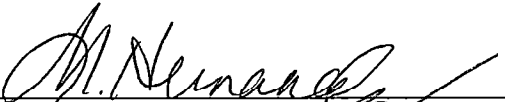
PASSED, APPROVED AND ADOPTED this 3rd day of September 2019, by the following vote:

AYES: Councilmembers Goel, Hernandez, and Josey

NOES:

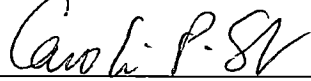
ABSENT: Councilmember Kumagai and Mayor Haubert

ABSTAIN:



Mayor Pro Tem

ATTEST:



City Clerk



ENGINEERS
SURVEYORS
PLANNERS



May 30, 2019
BKF Job No: 20167083

LEGAL DESCRIPTION
EXHIBIT A
PROPOSED RIGHT OF WAY OF DUBLIN BOULEVARD EXTENSION

Real property situate in the partially in the City of Dublin and partially in the unincorporated area of the County Alameda, State of California, described as follows:

Being a portion of the lands described in that certain Grad Deed to GH PacVest, LLC, filed on June 15, 2017 as Document No. 2017130933, a portion of the lands described in that certain Grant Deed to GH PacVest, LLC, filed on February 24, 2017 as Document No. 2017049324, a portion of the lands described in that certain Grant Deed to Righetti Partners, LP, filed on March 12, 1992 as Document No. 92075343, a portion of the lands described in that certain Trustee's Deed Upon Sale to Town and Country H Fund, LLC, filed on January 6, 2011 as Document No. 2011006014, a portion of the lands described in that certain Grant Deed to Robert D. Branaugh, filed on December 29, 2010 as Document No. 2010391422, and a portion of the lands described in that certain Quitclaim Deed to the Sullivan/Crosby Trust, filed on January 23, 2006 as Document No. 2006024088 which is also described in that certain Grant Deed to Livbor-Manning LLC, filed on April 9, 2014 in Document No. 2014087294, all of Official Records of Alameda County, more particularly described as follows:

COMMENCING at a City of Dublin standard monument at the intersection of Fallon Road and Dublin Boulevard, said monument lying at the northerly terminus of the monument line described as North $0^{\circ}26'33''$ East, 1,150.00 feet on that certain Parcel Map 8734, filed on November 22, 2006 in Book 294 of Parcel Maps at Pages 19 and 20, in the Office of the County Recorder of Alameda County;

Thence from said city monument South $57^{\circ}41'21''$ East, 47.28 feet to the beginning of an Engineer's Station Line, Station 100+00.00 for the proposed Dublin Boulevard extension;

Thence along said Engineer's Station Line South $89^{\circ}29'34''$ East, 93.86 feet to the beginning of a curve to the right having a radius of 1,850.00 feet;

Thence easterly along said curve through a central angle of $0^{\circ}46'20''$, an arc length of 24.93 feet to the intersection with the easterly line of Fallon Road, said point being at Engineer's Station 101+18.79, being also the **POINT OF BEGNNING** of this description;

Thence along said easterly line North $2^{\circ}06'44''$ East, 110.25 feet to the beginning of a non-tangent curve, concave South, having a radius of 1,967.00 feet, from said point a radial line bears South $2^{\circ}12'08''$ West;

Thence leaving said easterly line along said curve, through a central angle of $7^{\circ}39'15''$, an arc length of 262.77 feet to the beginning of a compound curve, having a radius of 250.00 feet, from said point a radial line bears South $9^{\circ}51'22''$ West;

Thence Easterly along said curve, through a central angle of $9^{\circ}30'46''$, an arc length of 41.51 feet;

Thence South $70^{\circ}37'52''$ East, 41.62 feet to the beginning of a curve to the left, having a radius of 375.00 feet;



**ENGINEERS
SURVEYORS
PLANNERS**

100+
YEARS

May 30, 2019
BKF Job No: 20167083

Thence easterly along said curve, through a central angle of $5^{\circ}57'45''$, an arc length of 39.02 feet to the beginning of a reverse curve, having a radius of 1,956.00 feet, from said point a radial line bears South $13^{\circ}24'23''$ West;

Thence southeasterly along said curve, through a central angle of $27^{\circ}03'19''$, an arc length of 923.63 feet to the beginning of a reverse curve, having a radius of 1,918.00 feet, from said point a radial line bears North $40^{\circ}27'42''$ East;

Thence easterly along said curve lying parallel and 82.00 feet northerly of said Engineer's Station Line, through a central angle of $40^{\circ}26'03''$, an arc length of 1,353.55 feet;

Thence South $89^{\circ}58'21''$ East, 17.34 feet;

Thence along a line parallel and 100.00 feet northerly of said Engineer's Station Line North $62^{\circ}23'31''$ East, 38.81 feet;

Thence South $89^{\circ}58'21''$ East, 69.84 feet;

Thence South $61^{\circ}48'50''$ East, 36.02 feet;

Thence along a line parallel and 83.00 feet northerly of said Engineer's Station Line South $89^{\circ}58'21''$ East, 238.02 feet to the beginning of a curve to the right, having a radius of 275.00 feet;

Thence easterly along said curve, through a central angle of $9^{\circ}13'48''$, an arc length of 44.30 feet;

Thence South $80^{\circ}44'33''$ East, 40.69 feet to the beginning of a curve to the left, having a radius of 225.00 feet;

Thence easterly along said curve, through a central angle of $9^{\circ}13'48''$, an arc length of 36.25 feet;

Thence along a line parallel and 70.00 feet northerly of said Engineer's Station Line South $89^{\circ}58'21''$ East, 2,040.71 feet to the beginning of a curve to the right, having a radius of 3,070.00 feet;

Thence easterly along said curve, through a central angle of $24^{\circ}23'10''$, an arc length of 1,306.65 feet;

Thence South $65^{\circ}35'11''$ East, 360.90 feet to the beginning of a curve to the left, having a radius of 2,230.00 feet;

Thence easterly along said curve, through a central angle of $23^{\circ}54'30''$, an arc length of 930.53 feet;

Thence South $89^{\circ}29'40''$ East, 259.51 feet;

Thence North $58^{\circ}07'26''$ East, 34.80 feet to the westerly line of Doolan Road;



ENGINEERS
SURVEYORS
PLANNERS

100+
YEARS

May 30, 2019
BKF Job No: 20167083

Thence along said westerly line South $0^{\circ}25'40''$ West, 88.64 feet to the intersection with said Engineer's Station Line at Station 182+15.06, said point being also North $75^{\circ}43'58''$ West, 25.75 feet of a City of Livermore monument at the intersection of Doolan Road and N. Canyon Parkway as shown on that certain Parcel Map 7640, filed on June 13, 2001 in Book 256 of Maps at Pages 81 through 84, inclusive, in the Office of the County Recorder of Alameda County;

Thence leaving said point, and continuing along said line South $0^{\circ}25'40''$ West, 87.61 feet;

Thence leaving said westerly line North $47^{\circ}57'11''$ West, 41.63 feet;

Thence along a line parallel and 60.00 feet southerly of said Engineer's Station Line North $89^{\circ}29'40''$ West, 257.98 feet to the beginning of a curve to the right, having a radius of 2,360.00 feet;

Thence westerly along said curve, through a central angle of $23^{\circ}54'30''$, an arc length of 984.78 feet;

Thence North $65^{\circ}35'11''$ West, 360.90 feet to the beginning of a curve to the left, having a radius of 2,940.00 feet;

Thence westerly along said curve, through a central angle of $24^{\circ}23'10''$, an arc length of 1,251.32 feet;

Thence North $89^{\circ}58'21''$ West, 2,400.18 feet;

Thence South $48^{\circ}02'19''$ West, 41.66 feet;

Thence South $0^{\circ}21'44''$ West, 12.13 feet;

Thence along a line parallel and 100.00 feet southerly of said Engineer's Station Line North $89^{\circ}58'21''$ West, 74.10 feet;

Thence North $53^{\circ}39'17''$ West, 47.28 feet;

Thence along a line parallel and 72.00 feet southerly of said Engineer's Station Line North $89^{\circ}58'21''$ West, 8.99 feet to the beginning of a curve to the right, having a radius of 2,072.00 feet;

Thence westerly along said curve, through a central angle of $39^{\circ}57'41''$, an arc length of 1,445.13 feet to the beginning of a reverse curve, having a radius of 1,778.00 feet, from said point a radial line bears South $39^{\circ}59'20''$ West;

Thence westerly along said curve, through a central angle of $38^{\circ}07'45''$, an arc length of 1,183.23 feet;

Thence South $49^{\circ}17'04''$ West, 39.49 feet to the easterly line of Fallon Road;

Thence along said easterly line North $2^{\circ}06'44''$ East, 106.39 feet to the **POINT OF BEGINNING**.

Containing an area of 26.365 acres, more or less.



ENGINEERS
SURVEYORS
PLANNERS

100+
YEARS

May 30, 2019
BKF Job No: 20167083

END OF DESCRIPTION

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

Davis Thresh, P.L.S. No. 6868

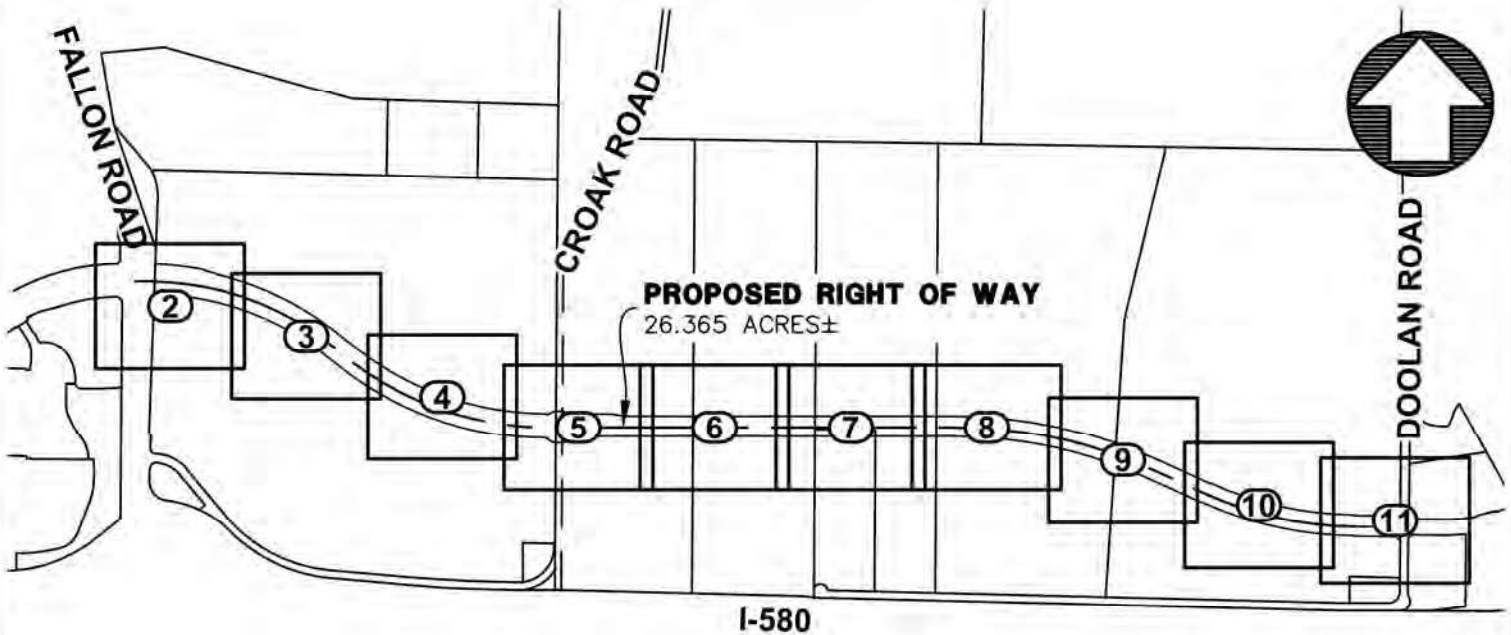
5/30/2019
Dated



**EXHIBIT B
PROPOSED RIGHT OF WAY**

PORTIONS OF APNs 985-0027-002, 905-0001-006-03,
905-0001-005-02, 905-0001-004-03, 905-0001-004-04,
905-0001-003-02, & 905-0001-001-02

SHEET LAYOUT



BASIS OF BEARINGS

NORTH 0°26'33" EAST, BEING THE LINE BETWEEN TWO CITY STANDARD MONUMENTS STAMPED "LS5412" WITHIN FALLON ROAD AT THE INTERSECTION WITH DUBLIN BOULEVARD AND 1150.00' SOUTH OF SAID INTERSECTION, SAID MONUMENTS SET PER PARCEL MAY 8734, FILED ON NOVEMBER 22, 2006 IN BOOK 294 OF PARCEL MAPS AT PAGES 19 AND 20 AS SAID MONUMENT LINE IS ALSO SHOWN ON THAT CERTAIN TRACT 8171, FILED ON JULY 9, 2015 IN BOOK 333 OF MAPS AT PAGES 11 THROUGH 27, INCLUSIVE.

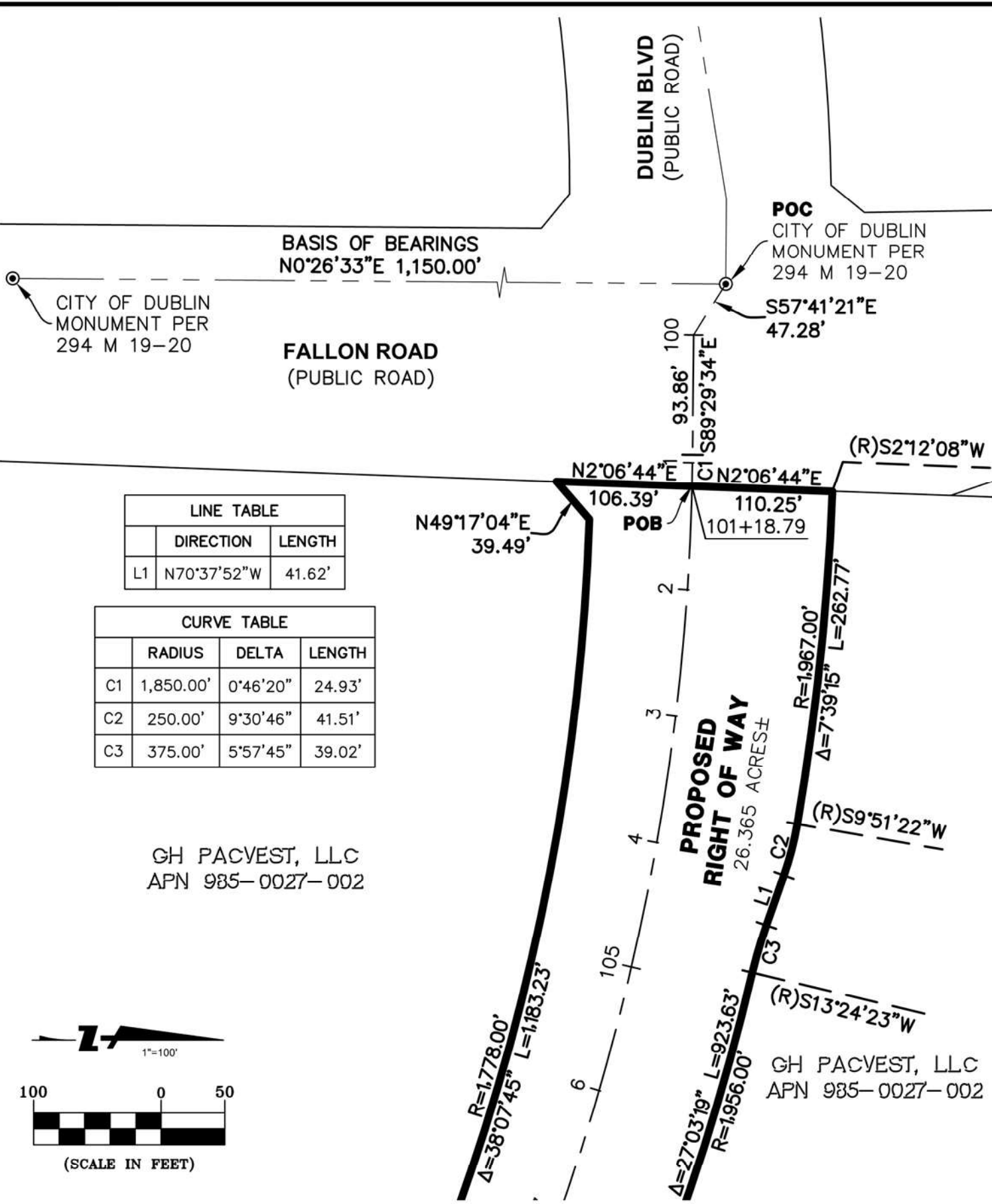
LEGEND

- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- (R) = RADIAL BEARING
- --- --- --- --- = COUNTY/CITY LINE
- = DESCRIBED AREA
- - - - - = DIMENSIONAL TIE
- = ENGINEER'S STATION LINE
- = LOT LINE
- --- --- --- --- = MONUMENT LINE



4670 WILLOW RD
SUITE 250
PLEASANTON, CA 94588
925-396-7700
925-396-7799 (FAX)

Subject EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
Job No. 20167083
By MR Date 5/30/19 Chkd. WS
SHEET 1 OF 11

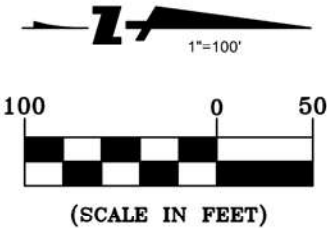


| LINE TABLE | | |
|------------|--------------|--------|
| | DIRECTION | LENGTH |
| L1 | N70°37'52\"W | 41.62' |

| CURVE TABLE | | | |
|-------------|-----------|-----------|--------|
| | RADIUS | DELTA | LENGTH |
| C1 | 1,850.00' | 0°46'20\" | 24.93' |
| C2 | 250.00' | 9°30'46\" | 41.51' |
| C3 | 375.00' | 5°57'45\" | 39.02' |

GH PACVEST, LLC
 APN 985-0027-002

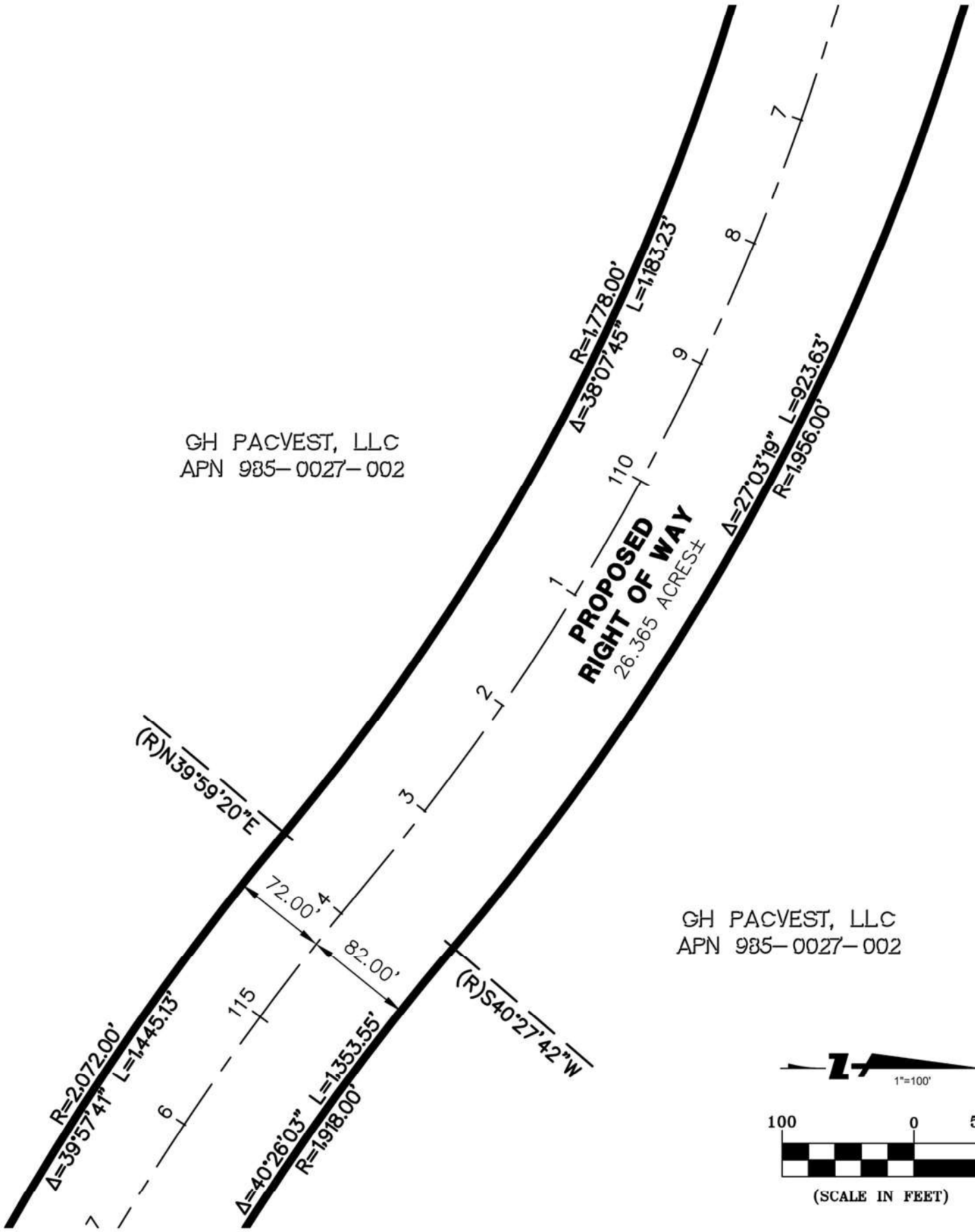
GH PACVEST, LLC
 APN 985-0027-002



GH PACVEST, LLC
 APN 935-0027-002

GH PACVEST, LLC
 APN 935-0027-002

**PROPOSED
 RIGHT OF WAY**
 26.365 ACRES±



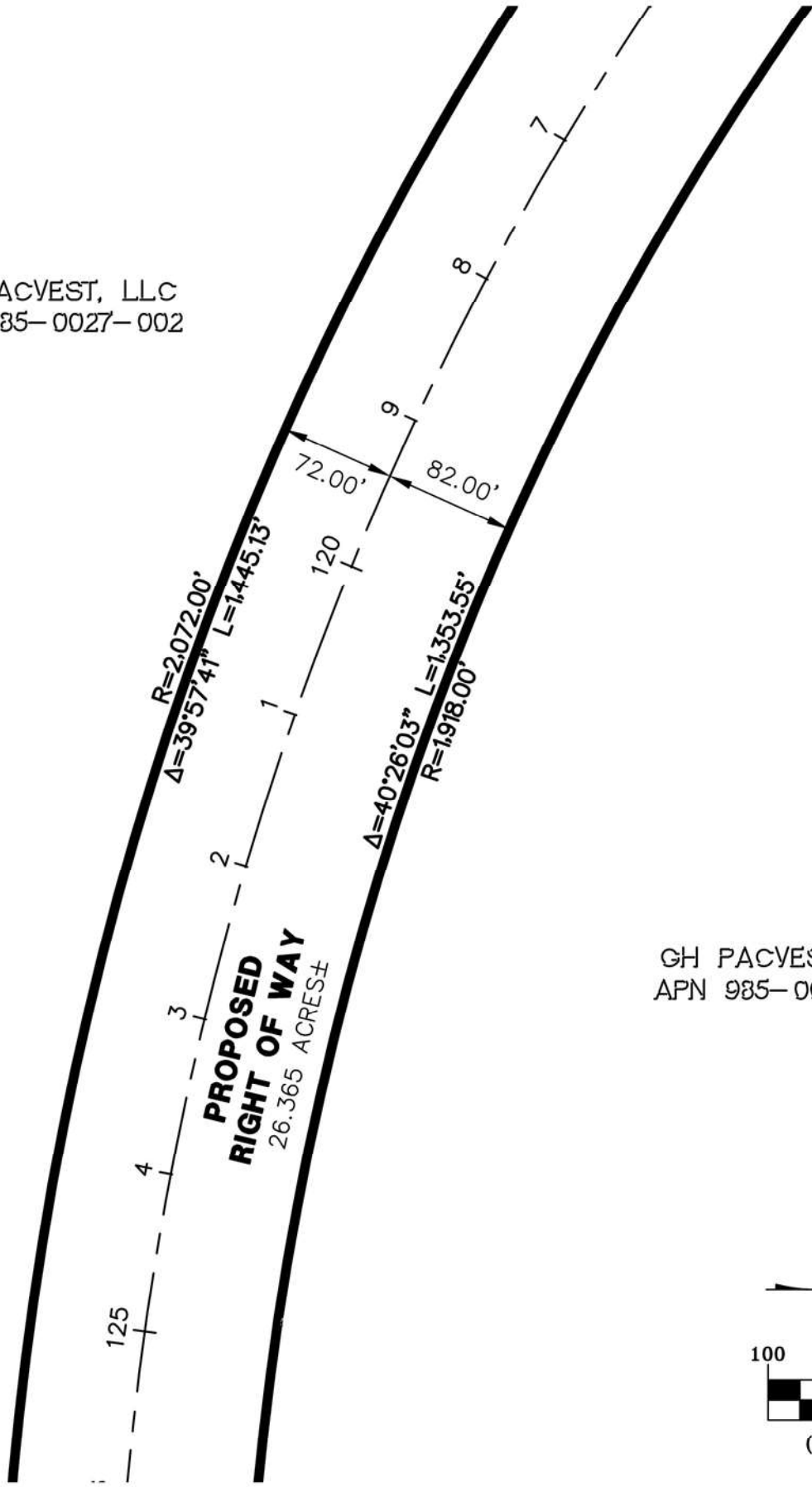
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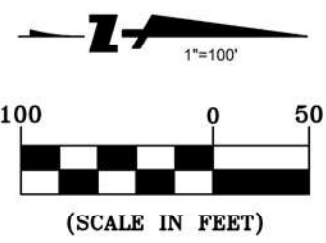
4670 WILLOW RD
 SUITE 250
 PLEASANTON, CA 94588
 925-396-7700
 925-396-7799 (FAX)

Subject EXHIBIT B
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 Job No. 20167083
 By MR Date 5/30/19 Chkd. WS
 SHEET 3 OF 11

GH PACVEST, LLC
APN 985-0027-002



GH PACVEST, LLC
APN 985-0027-002



GH PACVEST, LLC
APN 985-0027-002

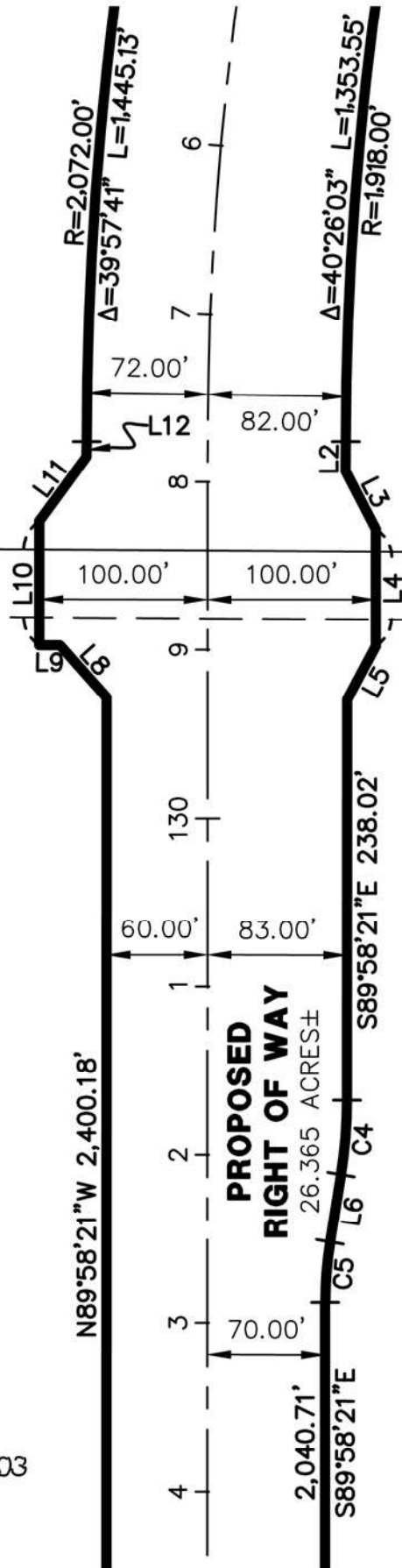
GH PACVEST, LLC
APN 985-0027-002

| LINE TABLE | | |
|------------|-------------|--------|
| | DIRECTION | LENGTH |
| L2 | S89°58'21"E | 17.34' |
| L3 | N62°23'31"E | 38.81' |
| L4 | S89°58'21"E | 69.84' |
| L5 | S61°48'50"E | 36.02' |
| L6 | S80°44'33"E | 40.69' |
| L8 | S48°02'19"W | 41.66' |
| L9 | S0°21'44"W | 12.13' |
| L10 | S89°58'21"E | 74.10' |
| L11 | S53°39'17"E | 47.28' |
| L12 | N89°58'21"W | 8.99' |

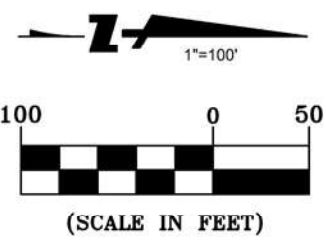
| CURVE TABLE | | | |
|-------------|---------|----------|--------|
| | RADIUS | DELTA | LENGTH |
| C4 | 275.00' | 9°13'48" | 44.30' |
| C5 | 225.00' | 9°13'48" | 36.25' |

GH PACVEST, LLC
APN 905-0001-006-03

GH PACVEST, LLC
APN 905-0001-006-03



CROAK ROAD



GH PACVEST, LLC
APN 905-0001-006-03

GH PACVEST, LLC
APN 905-0001-006-03

RIGHETTI PARTNERS, LP
APN 905-0001-005-02

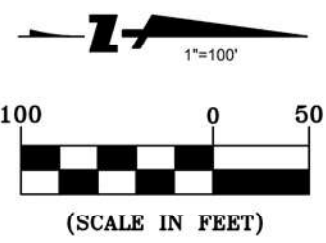
RIGHETTI PARTNERS, LP
APN 905-0001-005-02

N89°58'21"W 2,400.18'

S89°58'21"E 2,040.71'

**PROPOSED
RIGHT OF WAY**
26.365 ACRES±

60.00' 70.00'
140'



RIGHETTI PARTNERS, LP
APN 905-0001-005-02

RIGHETTI PARTNERS, LP
APN 905-0001-005-02

TOWN AND COUNTRY
H FUND LLC
APN 905-0001-004-03

BRANAUGH
APN 905-0001-004-04

BRANAUGH
APN 905-0001-004-04

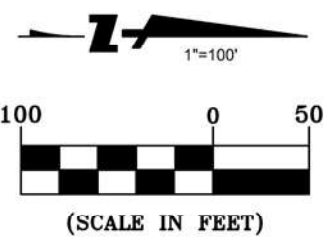
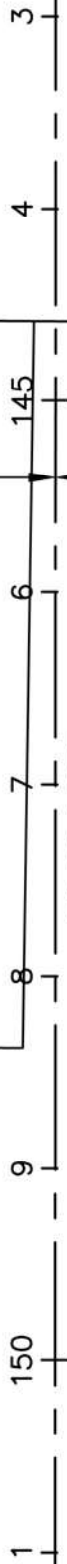
60.00'

70.00'

N89°58'21"W 2,400.18'

**PROPOSED
RIGHT OF WAY**
26.365 ACRES±

S89°58'21"E 2,040.71'



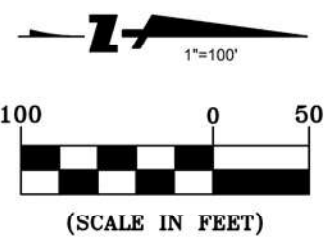
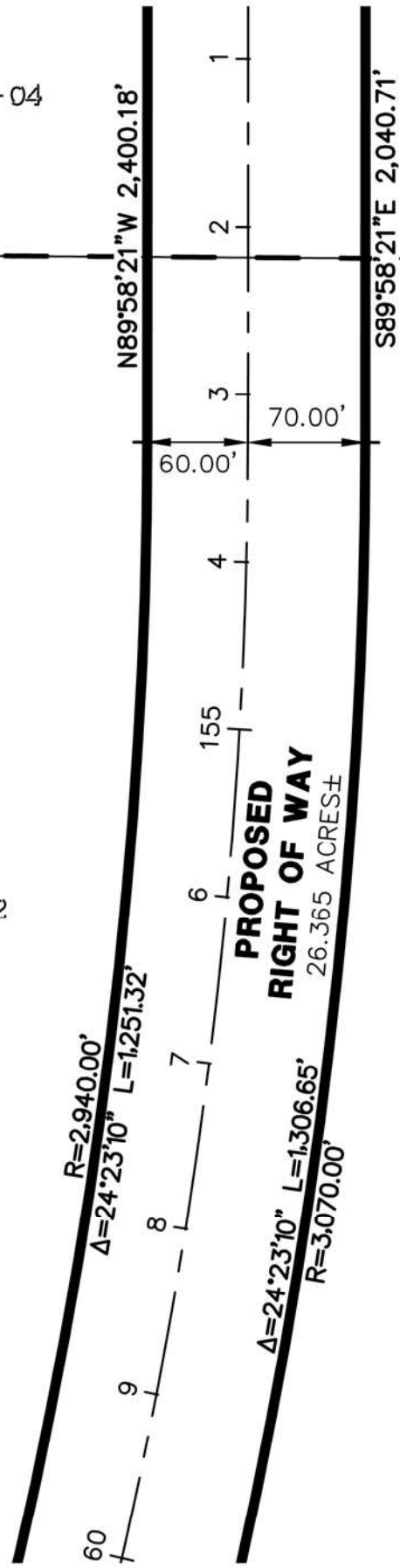
BRANAUGH
APN 905-0001-004-04

BRANAUGH
APN 905-0001-004-04

CITY OF DUBLIN
COUNTY OF ALAMEDA
(UNINCORPORATED)

LIVBOR MANNING LLC
CROSBY
APN 905-0001-003-02

LIVBOR MANNING LLC
CROSBY
APN 905-0001-003-02

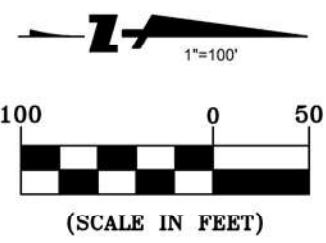
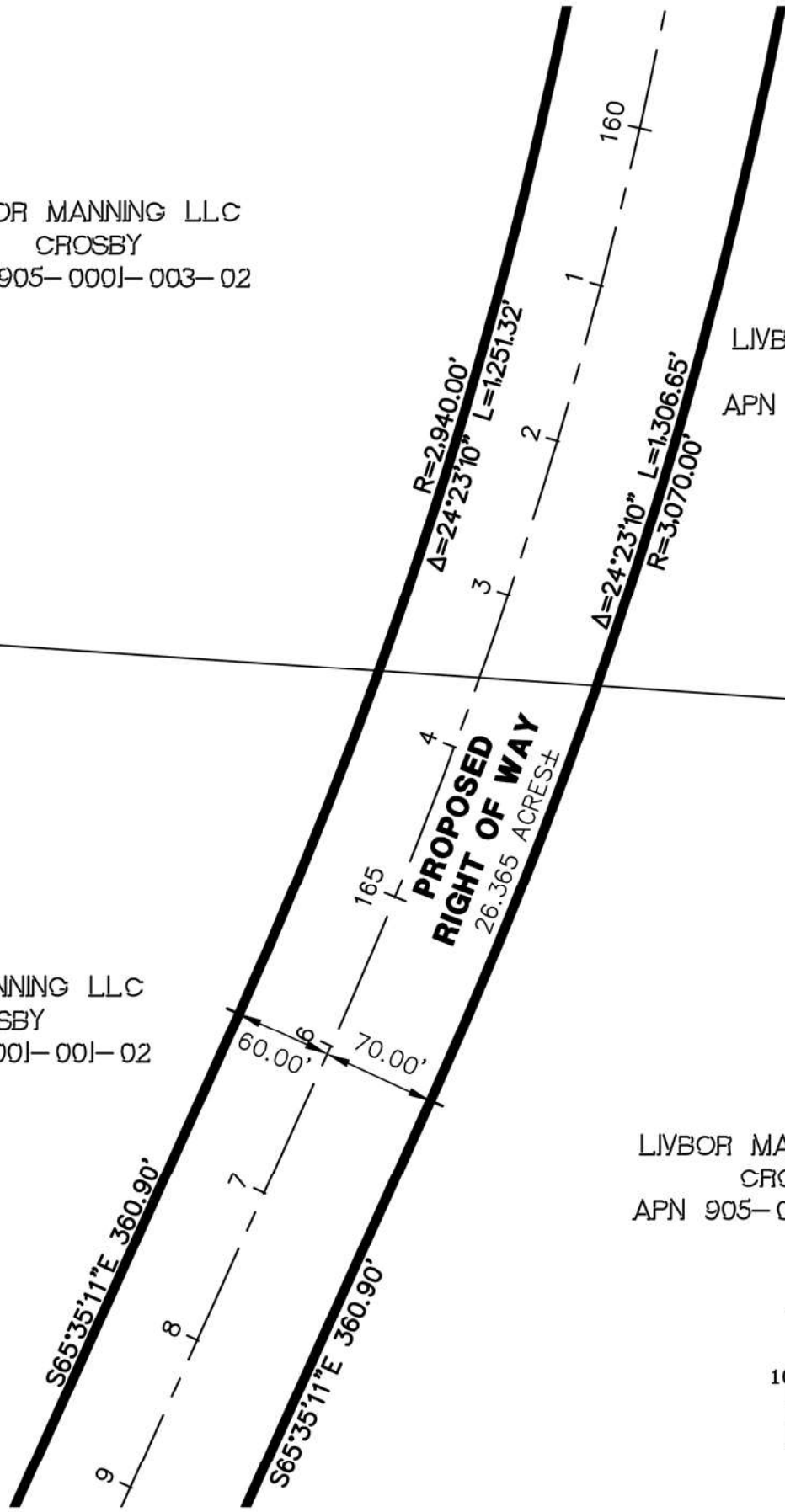


LIVBOR MANNING LLC
CROSBY
APN 905-0001-003-02

LIVBOR MANNING LLC
CROSBY
APN 905-0001-003-02

LIVBOR MANNING LLC
CROSBY
APN 905-0001-001-02

LIVBOR MANNING LLC
CROSBY
APN 905-0001-001-02

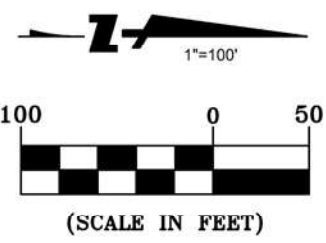
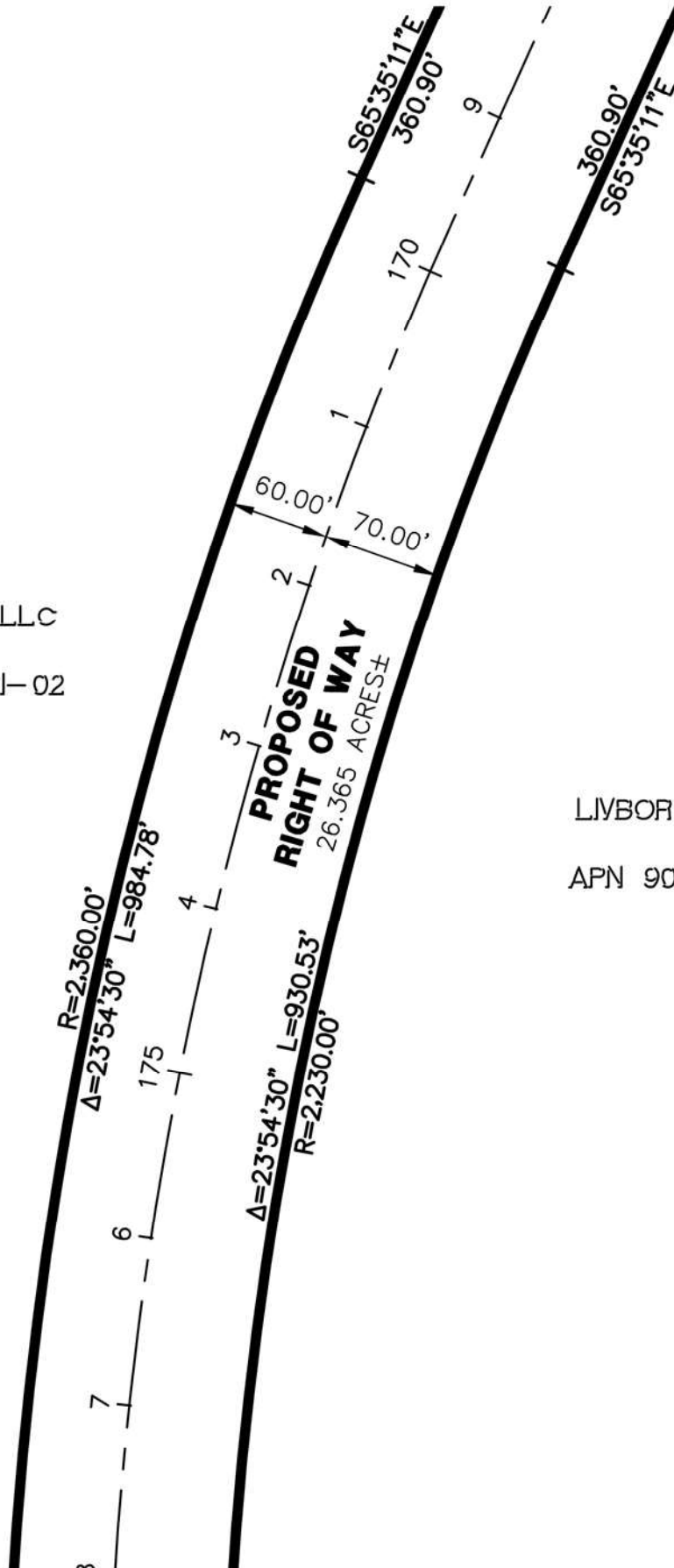


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SHEET 9 OF 11

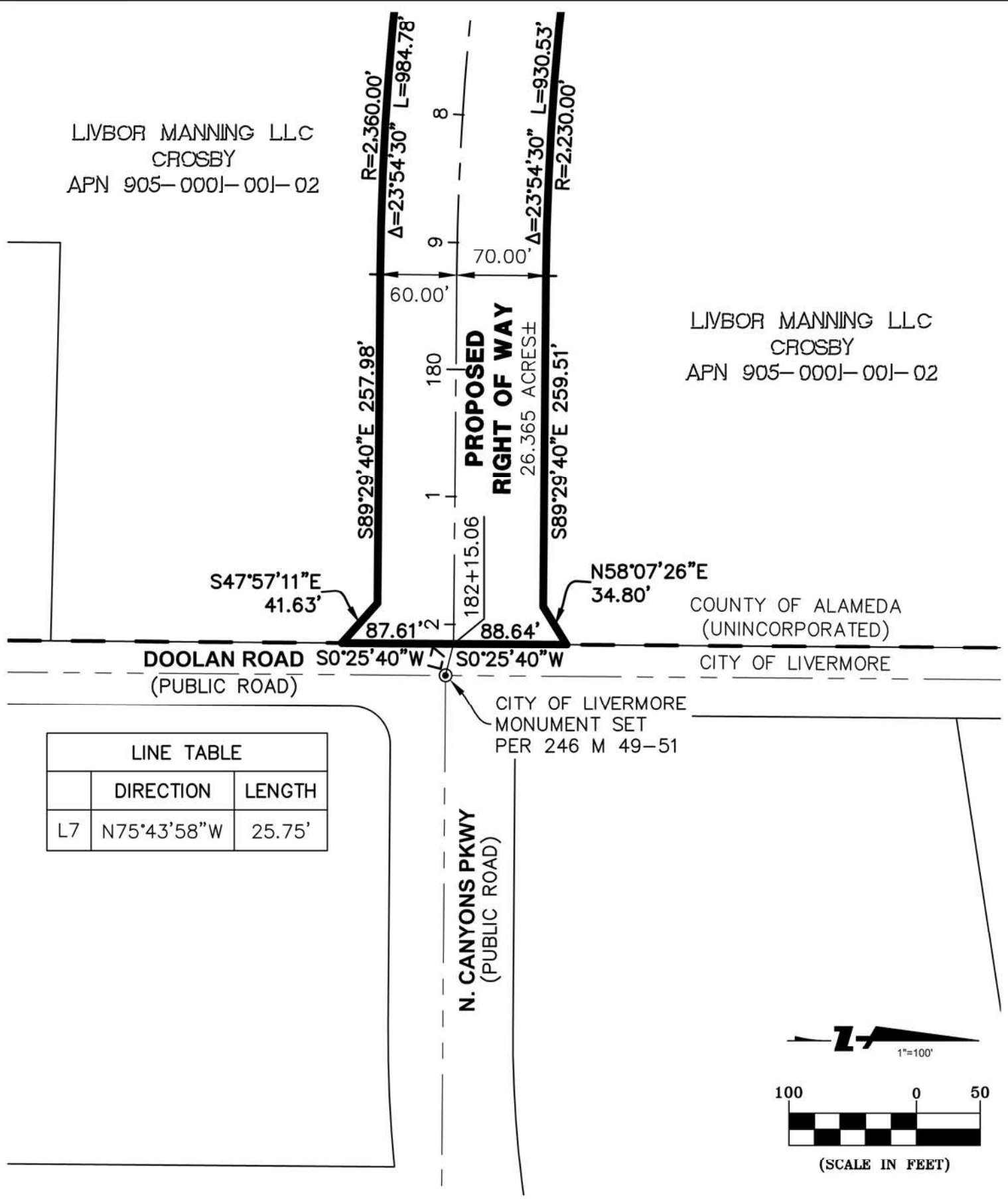
LIVBOR MANNING LLC
 CROSBY
 APN 905-0001-001-02

LIVBOR MANNING LLC
 CROSBY
 APN 905-0001-001-02



LIVBOR MANNING LLC
 CROSBY
 APN 905-0001-001-02

LIVBOR MANNING LLC
 CROSBY
 APN 905-0001-001-02



**PROPOSED
 RIGHT OF WAY**
 26.365 ACRES±

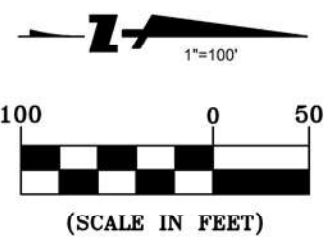
DOOLAN ROAD S0°25'40"W S0°25'40"W
 (PUBLIC ROAD)

COUNTY OF ALAMEDA
 (UNINCORPORATED)
 CITY OF LIVERMORE

CITY OF LIVERMORE
 MONUMENT SET
 PER 246 M 49-51

N. CANYONS PKWY
 (PUBLIC ROAD)

| LINE TABLE | | |
|------------|-------------|--------|
| | DIRECTION | LENGTH |
| L7 | N75°43'58"W | 25.75' |



Attachment 5 – Scope of Work for Dublin Boulevard / North Canyons Parkway Extension

PS&E Development

- Construction Documents (Based on Plan Line Study and Field survey of conditions)
 - 35% (Initial), 65% (Draft), 95% (Final)
 - Estimate
 - Specifications at 65% & 95%
- Include Modifications at North Canyon Parkway/ Airway Boulevard and Signal Retiming at I-580/Isabel (SR 84) Interchange
 -
 - Bridge over Cottonwood Creek
 - General Plan
 - Foundation Plan
 - Structural Plans
 - Structural Estimate
 - Structural Specifications
 - Structure Hydraulics Report
 - Structure Foundation Report
 - Coordination with Caltrans Bridge group
 - Hydraulic Study
 - Hydraulic Report
 - Storm Water Data Report Equivalent to comply with RWQCB Requirements per Section C3 Wildlife Exclusionary Limit evaluation
 - Stage Construction/Traffic Handling
 - Traffic Management Plan
 - Geotechnical and Materials Studies
 - Geotechnical Report
 - Pavement & Material Report
 - Hazardous Materials and soil classification for disposal if off haul
 - Aerially Deposited Lead
 - Landscape Architecture
 - Planting
 - Irrigation
 - Application for Service (DSRSD)
 - Electrical
 - Traffic Signal
 - Dublin / Fallon

- Dublin / Croak
 - North Canyons / Doolan
 - Lighting
 - Application for Service (PG&E)
- Utility Design & Relocation (To Be Incorporated into the CDs)
 - DSRSD Sewer
 - DSRSD Water
 - DSRSD Reclaimed Water
 - PG&E Gas and Electric
 - AT&T Telecommunication
 - Comcast / Level 3 Fiber Optic

R/W Engineering

- Right-Of-Way (ROW) Boundary (ROW, Construction Easements, Drainage Easements, Grading Easements, Public Use Easements and Environmental Site Assessment for phase I & II)
- Plat Maps for Appraisal & Acquisition
- Legal Descriptions for Appraisal & Acquisition
- ROW Monumentation Documents

Project Coordination

- Meetings with Property Owners on Design Features
- Caltrans Encroachment Permit for improvements w/in CT R/W
- Alameda County PWA Encroachment Permit Fees

Optional Services (Assuming Full Funding)

100% Bid Package bid support, addendums, conformed set, CA services, construction staking, establish Temporary Benchmarks for construction

401 Permit wildlife monitoring during construction, pre-disturbance surveys, Env. permit reporting

404 Permit

1602 Permit

Incidental Take Permit

TABLE 1

| Project Costs by Phase | | | |
|------------------------|------------------------|-------------------------|-------------------------|
| PS&E Phase | Right of Way Phase | Construction Phase | Total |
| Current Phase | FUTURE PHASE | FUTURE PHASE | |
| \$7,788,000.00 | \$46,198,017.00 | \$104,042,022.00 | \$158,028,039.00 |

| Project Spending (PS&E Phase Only) | | | | | |
|------------------------------------|-------------|-----------------------|-----------------------------|--------------------------------|-----------------------|
| Jurisdiction | Fund Source | PS&E | Dublin (LOCAL SUPPORT COST) | Livermore (LOCAL SUPPORT COST) | Total |
| Alameda CTC | Measure BB | \$7,248,060.00 | | | \$7,248,060.00 |
| | Fed Earmark | \$539,940.00 | | | \$539,940.00 |
| Dublin | TIF | | \$300,000.00 | | \$300,000.00 |
| Livermore | TIF | | | \$200,000.00 | \$200,000.00 |
| Total | | \$7,788,000.00 | \$300,000.00 | \$200,000.00 | \$8,288,000.00 |

| | |
|---|-------------------------|
| Unfunded cost allocation for FUTURE PROJECT PHASES - To be determined based on the availability of local, regional, and Federal funding | \$149,740,039.00 |
|---|-------------------------|