



## Programs and Projects Committee Meeting Agenda Monday, June 8, 2020, 10:00 a.m.

Due to the statewide stay at home order and the Alameda County Shelter in Place Order, and pursuant to the Executive Order issued by Governor Gavin Newsom (Executive Order N-29-20), the Commission will not be convening at its Commission Room but will instead move to a remote meeting.

Members of the public wishing to submit a public comment may do so by emailing the Clerk of the Commission at [vlee@alamedactc.org](mailto:vlee@alamedactc.org) by 5:00 p.m. the day before the scheduled meeting. Submitted comments will be read aloud to the Commission and those listening telephonically or electronically; if the comments are more than three minutes in length the comments will be summarized. Members of the public may also make comments during the meeting by using Zoom's "Raise Hand" feature on their phone, tablet or other device during the relevant agenda item, and waiting to be recognized by the Chair. If calling into the meeting from a telephone, you can use "Star (\*) 9" to raise/ lower your hand. Comments will generally be limited to three minutes in length.

Committee Chair:	Carol Dutra-Vernaci, City of Union City	Executive Director	Tess Lengyel
Vice Chair:	Rebecca Saltzman, BART	Staff Liaison:	<a href="#">Gary Huisingh</a>
Members:	Wilma Chan, Scott Haggerty, David Haubert, John Marchand, Lily Mei, Nate Miley, Sheng Thao	Clerk of the Commission:	<a href="#">Vanessa Lee</a>
Ex-Officio:	Pauline Russo Cutter, John Bauters		

### Location Information:

Virtual Meeting Information: <https://zoom.us/j/99213579078?pwd=WTBBRTIHNTk0YkIEV3VsRndoNmtCQT09>  
Webinar ID: 992 1357 9078  
Password: 103534

For Public Access Dial-in Information: (669) 900-6833  
Webinar ID: 992 1357 9078  
Password: 103534

To request accommodation or assistance to participate in this meeting, please contact Vanessa Lee, the Clerk of the Commission, at least 48 hours prior to the meeting date at: [vlee@alamedactc.org](mailto:vlee@alamedactc.org)

### 1. Call to Order

## 2. Roll Call

## 3. Public Comment

## 4. Consent Calendar

Page/Action

- |  |   |   |
|--|---|---|
| 4.1. <a href="#">Approve May 11, 2020 PPC Meeting Minutes</a>  | 1 | A |
| 4.2. <a href="#">Approve Cooperative Agreement with the Cities of Dublin and Livermore for the Dublin Boulevard – North Canyons Parkways Extension Project</a> | 5 | A |

## 5. Regular Matters

- |   |    |   |
|---|----|---|
| 5.1. <a href="#">Approve FY 2018-19 Measure B, Measure BB and Vehicle Registration Fee Program Compliance Summary Report and Interim Policy Updates</a> | 53 | A |
| 5.2. <a href="#">Approve Conceptual Funding Plan for the I-680 Southbound Express Lanes from SR-84 to Alcosta Boulevard Project</a>                     | 67 | A |

## 6. Committee Member Reports

## 7. Staff Reports

## 8. Adjournment

Next Meeting: Monday, July 13, 2020

### Notes:

- All items on the agenda are subject to action and/or change by the Commission.
- To comment on an item not on the agenda (3-minute limit), submit a speaker card to the clerk.
- Call 510.208.7450 (Voice) or 1.800.855.7100 (TTY) five days in advance to request a sign-language interpreter.
- If information is needed in another language, contact 510.208.7400. Hard copies available only by request.
- Call 510.208.7400 48 hours in advance to request accommodation or assistance at this meeting.
- Meeting agendas and staff reports are available on the [website calendar](#).
- Alameda CTC is located near 12th St. Oakland City Center BART station and AC Transit bus lines. [Directions and parking information](#) are available online.



## Alameda CTC Schedule of Upcoming Meetings June through July 2020

**Commission Chair**

Mayor Pauline Russo Cutter  
City of San Leandro

**Commission Vice Chair**

Councilmember John Bauters  
City of Emeryville

**AC Transit**

Board Vice President Elsa Ortiz

**Alameda County**

Supervisor Scott Haggerty, District 1  
Supervisor Richard Valle, District 2  
Supervisor Wilma Chan, District 3  
Supervisor Nate Miley, District 4  
Supervisor Keith Carson, District 5

**BART**

Director Rebecca Saltzman

**City of Alameda**

Mayor Marilyn Ezy Ashcraft

**City of Albany**

Mayor Nick Pilch

**City of Berkeley**

Mayor Jesse Arreguin

**City of Dublin**

Mayor David Haubert

**City of Fremont**

Mayor Lily Mei

**City of Hayward**

Mayor Barbara Halliday

**City of Livermore**

Mayor John Marchand

**City of Newark**

Councilmember Luis Freitas

**City of Oakland**

Councilmember At-Large  
Rebecca Kaplan  
Councilmember Sheng Thao

**City of Piedmont**

Mayor Robert McBain

**City of Pleasanton**

Mayor Jerry Thorne

**City of Union City**

Mayor Carol Dutra-Vemaci

**Executive Director**

Tess Lengyel

### Commission and Committee Meetings

Time	Description	Date
2:00 p.m.	Alameda CTC Commission Meeting	June 25, 2020 July 23, 2020
9:00 a.m.	I-680 Sunol Smart Carpool Lane JPA (I-680)	July 13, 2020
9:30 a.m.	Multi-Modal Committee (MMC)	
10:30 a.m.	Programs and Projects Committee (PPC)	
11:30 a.m.	Planning, Policy and Legislation Committee (PPLC)	

### Advisory Committee Meetings

1:30 p.m.	Paratransit Advisory Committee	June 29, 2020
1:30 p.m.	Alameda County Technical Advisory Committee (ACTAC)	July 9, 2020
5:30 p.m.	Independent Watchdog Committee (IWC)	July 13, 2020

All meetings are held at Alameda CTC offices located at 1111 Broadway, Suite 800, Oakland, CA 94607. Meeting materials, directions and parking information are all available on the [Alameda CTC website](http://www.AlamedaCTC.org). Meetings subject to change.

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Programs and Projects Committee  
Meeting Minutes  
Monday, May 11, 2020, 10:00 a.m.

4.1

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**1. Pledge of Allegiance**

**2. Roll Call**

A roll call was conducted. All members were present with the exception of Commissioners Marchand, Mei, and Thao.

Commissioner Cox was present as an alternate for Commissioner Chan.

Subsequent to the roll call:  
Commissioner Mei arrived during item 5.1.

**3. Public Comment**

There were no public comments.

**4. Consent Calendar**

**4.1. Approve April 13, 2020 PPC Meeting Minutes**

*Commissioner Saltzman moved to approve the consent calendar. Commissioner Cox seconded the motion. The motion passed with the following roll call vote:*

Yes: Bauters, Cox, Cutter, Dutra-Vernaci, Haggerty, Haubert, Miley  
No: None  
Abstain: None  
Absent: Marchand, Mei, Thao

**5. Regular Matters**

**5.1. Approve Draft 2020 Comprehensive Investment Plan Update**

John Nguyen recommended that the Commission approve the 2020 Comprehensive Investment Plan (CIP) Update, which includes incorporating: \$171.2M in previously approved programming actions occurring after the current 2020 CIP was approved (June 17, 2019); \$11.1M in new programming recommendations and allocation adjustments; \$6.5M in deprogramming from projects with revised project funding needs, and unspent balances; Updated CIP programming guidelines, policies and procedures for the upcoming 2022 CIP programming cycle; and Authorize Executive Director or designee to execute Project Funding Agreements related to CIP allocation recommendations. Mr. Nguyen stated that the 2020 CIP Update includes new and updated policies and he noted that a new policy included a Small Cities Program for cities within Alameda County with a population of less than 25,000. The program will be considered for certain exceptions from Alameda CTC's local match requirements and Local Cooperation Policy requirements.

Commissioner Dutra-Vernaci requested that staff clarify that the Fremont portion of the Dumbarton Corridor is also included in Table 1B of the report for CIP ID 00305.

Commissioner Haggerty asked for clarification on Table 2B of the report regarding deprogramming unspent balances. Ms. Lengyel stated that staff works closely with project sponsors in this area to reprogram funds from project sponsors that have completed the scope of work with cost savings, or have a revised project funding need or schedule.

Commissioner Saltzman asked for additional information on the Bay Fair Connector programs funds. Mr. Nguyen stated that in 2016 Alameda CTC approved \$100,000 for scoping. BART finished the scoping phase with a \$15,000 savings that will be reprogrammed to later phases as BART needs it.

*Commissioner Saltzman moved to approve this item. Commissioner Cox seconded the motion. The motion passed with the following roll votes:*

Yes: Bauters, Cox, Cutter, Dutra-Vernaci, Haggerty, Haubert, Mei, Miley  
No: None  
Abstain: None  
Absent: Marchand, Thao

## **5.2. Approve actions necessary to facilitate project advancement into the construction phase for I-80 Gilman Interchange Improvements Project**

Trinity Nguyen recommended that the Commission approve and authorize the following actions for the I-80 Gilman Interchange Improvements Project: Encumber and incur costs within allocated and authorized Project Funding Budgets for the Right of Way phase and execute associated agreements; and authorize the Executive Director to enter into agreements, including with Caltrans for the construction phase.

*Commissioner Haggerty moved to approve this item. Commissioner Haubert seconded the motion. The motion passed with the following roll votes:*

Yes: Bauters, Cox, Cutter, Dutra-Vernaci, Haggerty, Haubert, Mei, Miley  
No: None  
Abstain: None  
Absent: Marchand, Thao

## **5.3. Approve Amendment No. 3 to Agreement 15R390000 with the California Highway Patrol for I-580 Express Lanes Enforcement Services**

Liz Rutman recommended that the Commission approve and authorize the Executive Director to execute Amendment No. 3 to Agreement 15R390000 with the California Highway Patrol to extend the term of the agreement for three additional years with an additional budget of \$2,360,000 for a total not-to exceed amount of \$4,166,000 for I-580 Express Lanes Enforcement Services.

*Commissioner Haggerty moved to approve this item. Commissioner Mei seconded the motion. The motion passed with the following roll call votes:*

Yes: Bauters, Cox, Cutter, Dutra-Vernaci, Haggerty, Haubert, Mei, Miley  
No: None  
Abstain: None  
Absent: Marchand, Thao

**6. Committee Reports**

There were no member reports.

**7. Staff Reports**

Tess Lengyel stated that given COVID-19 and its impact on the sales tax and the DLDs, Alameda CTC will bring an item to the Commission in Spring to move forward with projects and programs.

**8. Adjournment/ Next Meeting**

The next meeting is:

Date/Time: Monday, June 8, 2020 at 10:00 a.m.

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# Memorandum

4.2

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

**DATE:** June 1, 2020

**TO:** Programs and Projects Committee

**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 19<sup>th</sup> day of May 2020, by the following vote:

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

**NOES:**

**ABSENT:**

**ABSTAIN:**

DocuSigned by:  
  
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\_\_\_\_\_  
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:

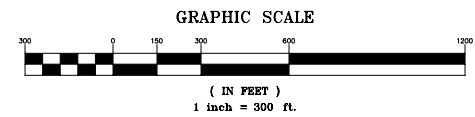
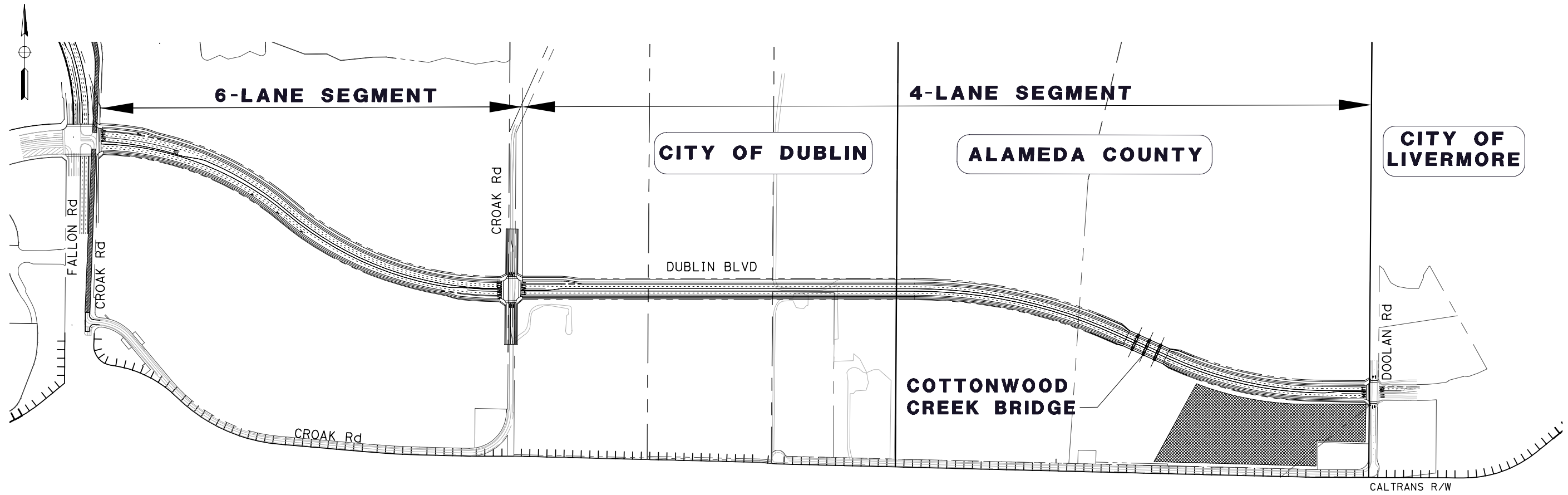
By: \_\_\_\_\_  
Wendel Rosen LLP  
Legal Counsel to Alameda CTC

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. -

**Page 20**

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**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 3<sup>rd</sup> 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.

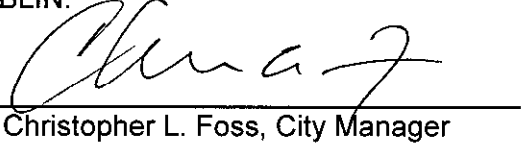
[Signatures appear on following page.]

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

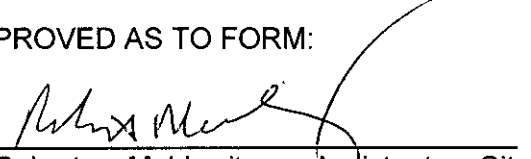
LIVERMORE:

By:   
Marc Roberts, City Manager

DUBLIN:

By:   
Christopher L. Foss, City Manager

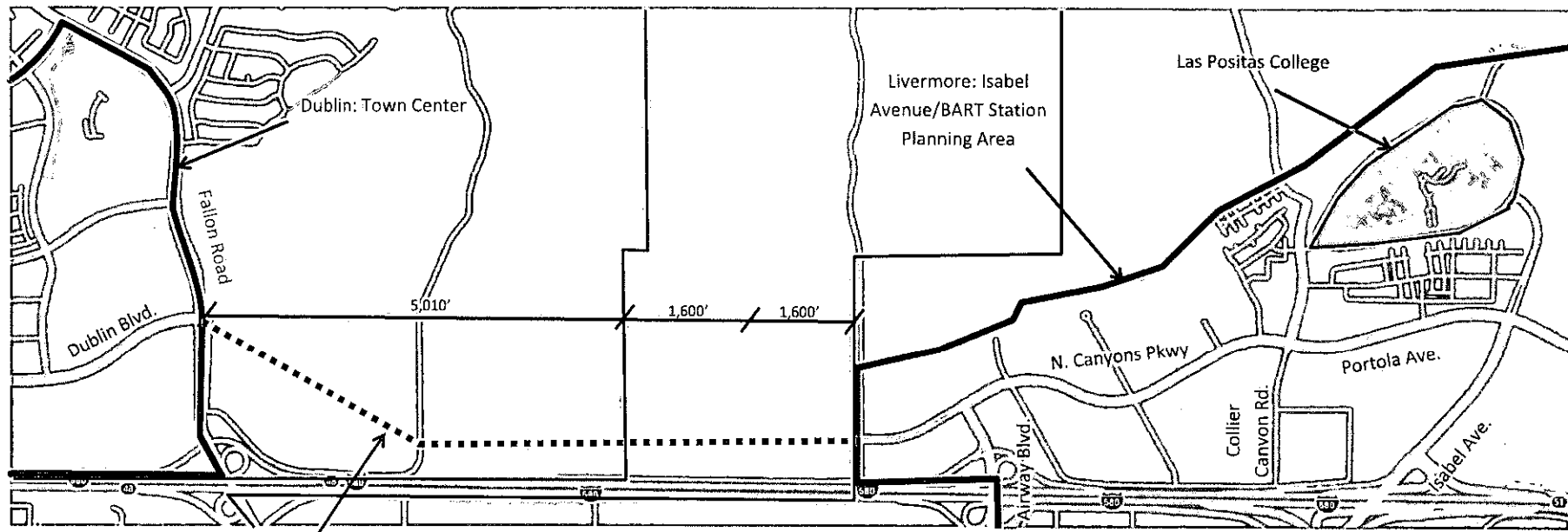
APPROVED AS TO FORM:

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



**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 Huisingh  
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

<b>Date of Document:</b>	May 3, 2016
<b>Type of Document:</b>	Memorandum of Understanding
<b>Parties:</b>	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.

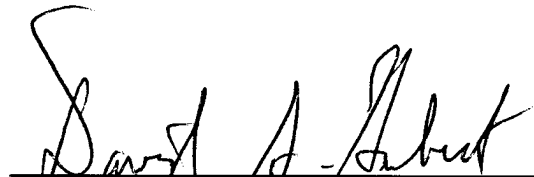
**PASSED, APPROVED AND ADOPTED** this 1<sup>st</sup> day of November 2016 by the following vote:

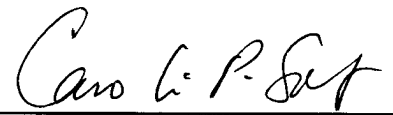
**AYES:** Councilmembers Biddle, Gupta, Hart, Wehrenberg and Mayor Haubert

**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.

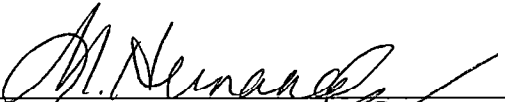
**PASSED, APPROVED AND ADOPTED** this 3<sup>rd</sup> day of September 2019, by the following vote:

**AYES:** Councilmembers Goel, Hernandez, and Josey

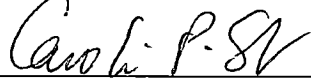
**NOES:**

**ABSENT:** Councilmember Kumagai and Mayor Haubert

**ABSTAIN:**

  
\_\_\_\_\_  
Mayor Pro Tem

**ATTEST:**

  
\_\_\_\_\_  
City Clerk



ENGINEERS  
SURVEYORS  
PLANNERS

100+  
YEARS

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

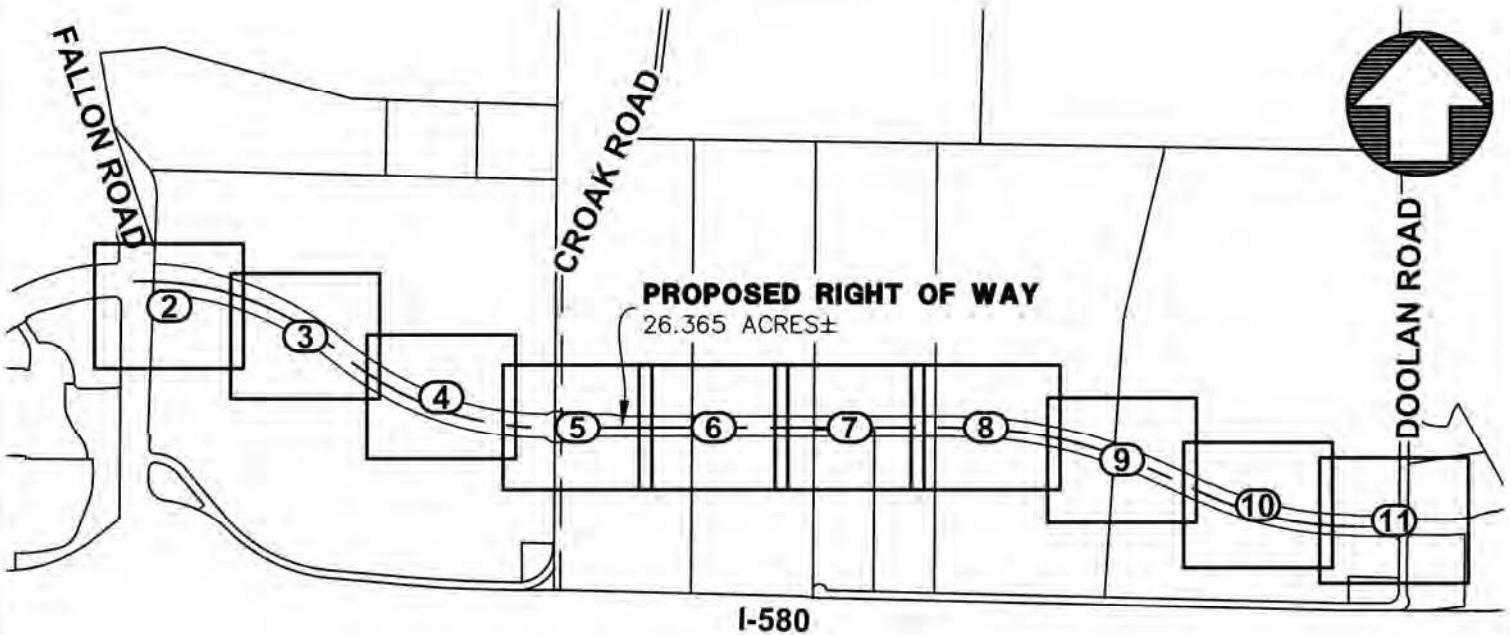




**EXHIBIT B  
PROPOSED RIGHT OF WAY**

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.

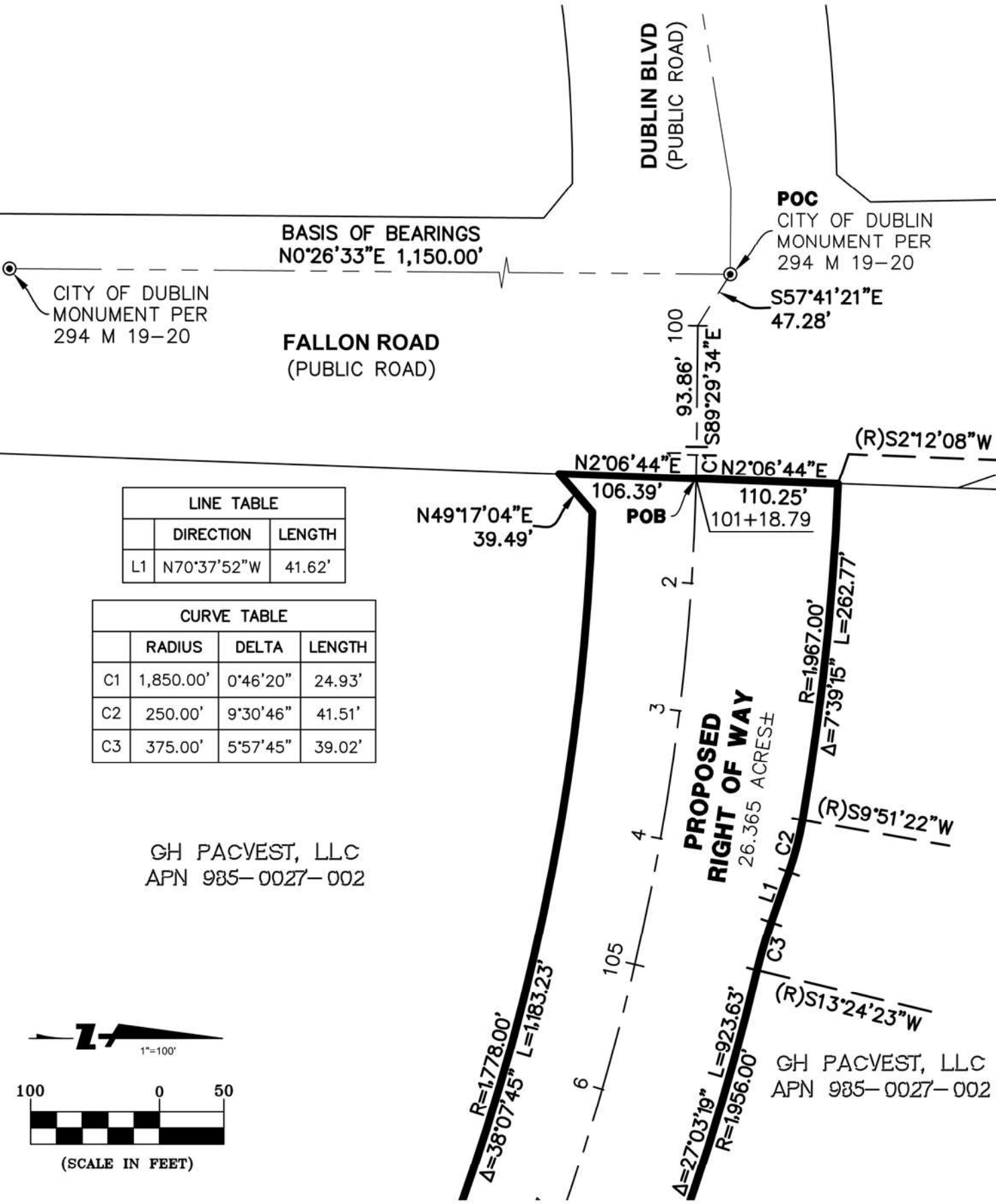
**LEGEND**

- 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 39  
**Page 39**

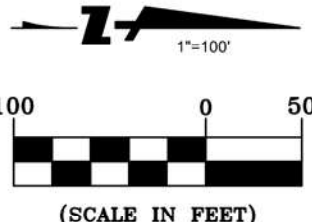


LINE TABLE		
	DIRECTION	LENGTH
L1	N70°37'52"W	41.62'

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

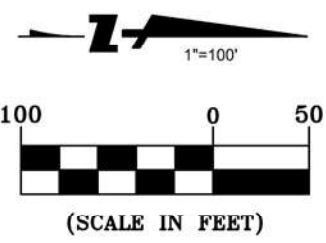
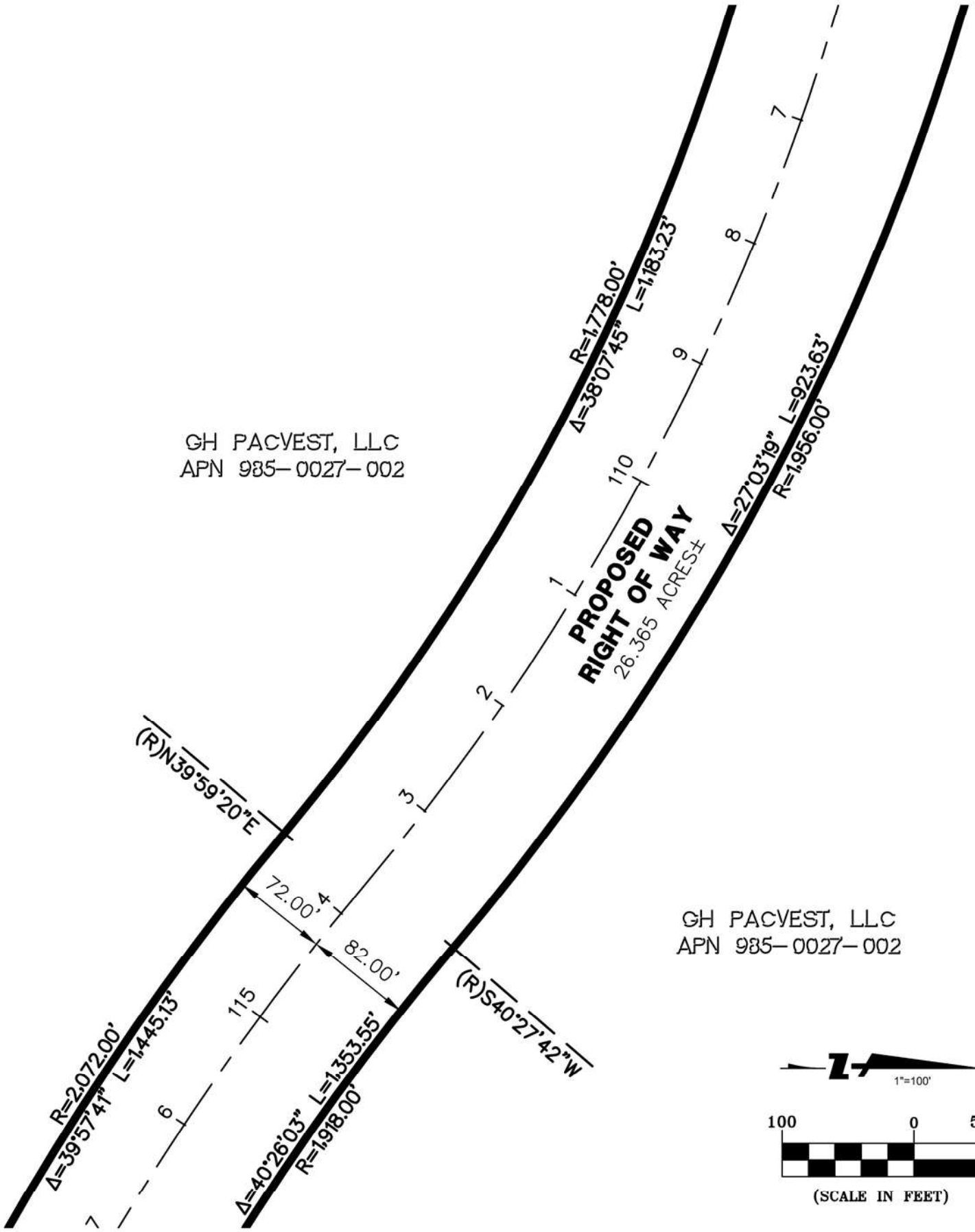
GH PACVEST, LLC  
 APN 985-0027-002



GH PACVEST, LLC  
APN 935-0027-002

GH PACVEST, LLC  
APN 935-0027-002

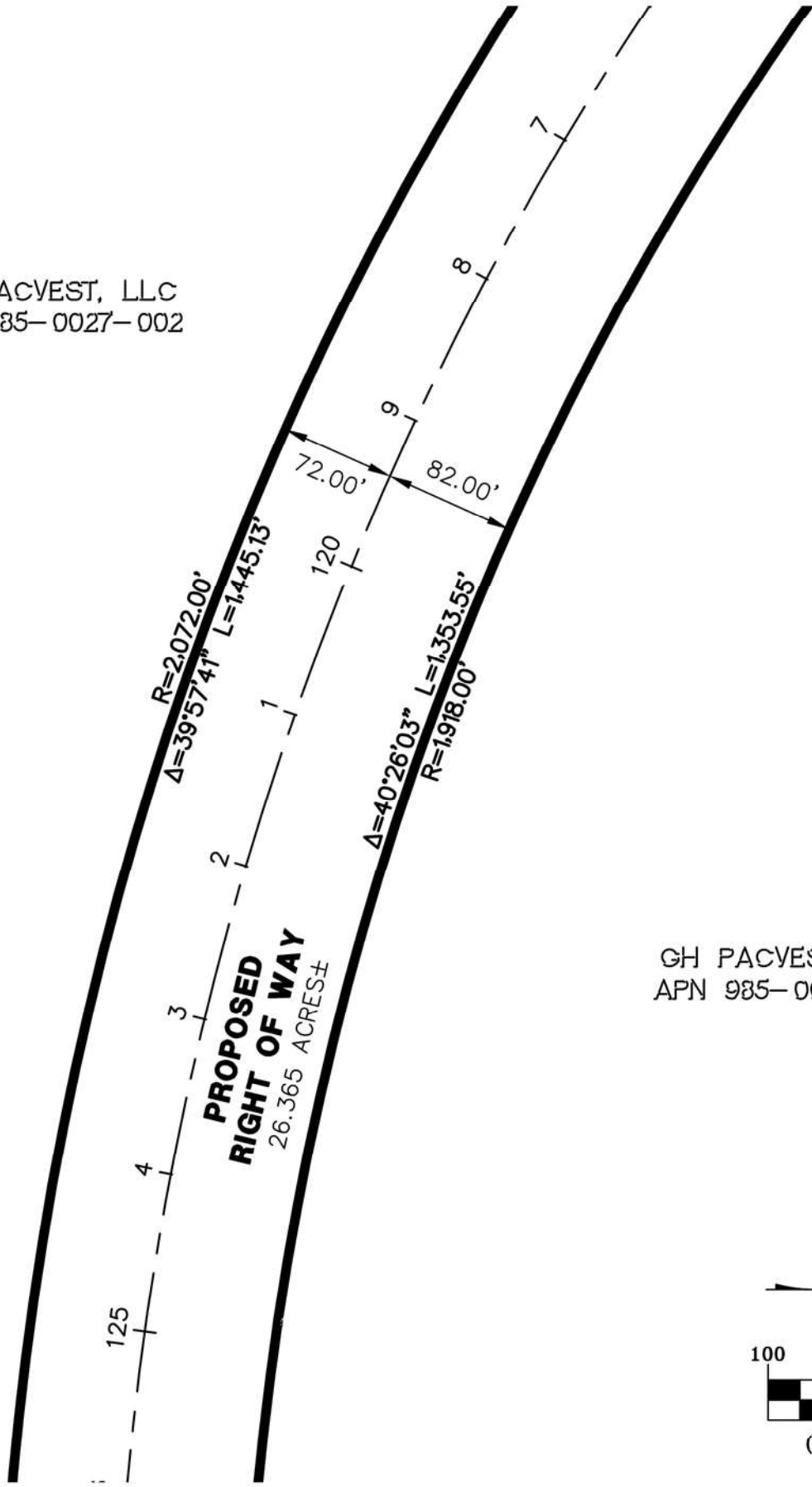
**PROPOSED  
RIGHT OF WAY**  
26.365 ACRES±



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

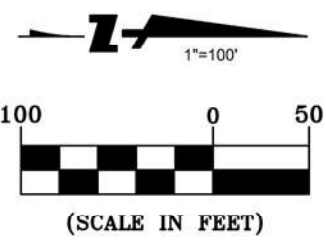
Subject EXHIBIT B  
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
Job No. 20167083  
By MR Date 5/30/19 Chkd. WS  
SHEET 3 OF 41  
**Page 41**

GH PACVEST, LLC  
APN 985-0027-002



**PROPOSED  
RIGHT OF WAY**  
26.365 ACRES±

GH PACVEST, LLC  
APN 985-0027-002



GH PACVEST, LLC  
APN 985-0027-002

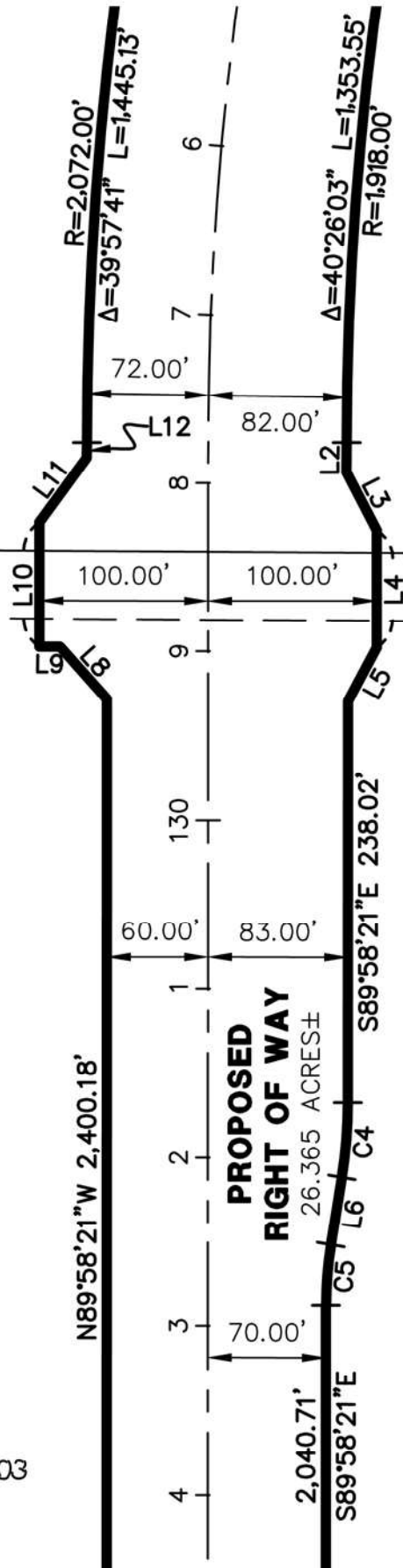
GH PACVEST, LLC  
APN 985-0027-002

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

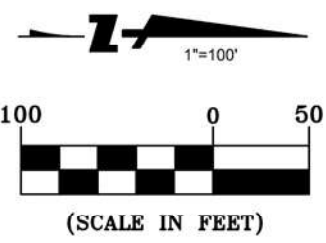
LINE TABLE		
	DIRECTION	LENGTH
L2	S89°58'21"E	17.34'
L3	N62°23'31"E	38.81'
L4	S89°58'21"E	69.84'
L5	S61°48'50"E	36.02'
L6	S80°44'33"E	40.69'
L8	S48°02'19"W	41.66'
L9	S0°21'44"W	12.13'
L10	S89°58'21"E	74.10'
L11	S53°39'17"E	47.28'
L12	N89°58'21"W	8.99'

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



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

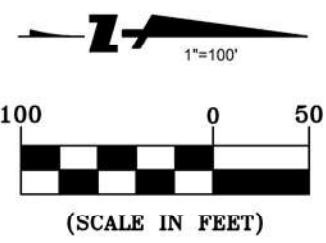
RIGHETTI PARTNERS, LP  
APN 905-0001-005-02

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'





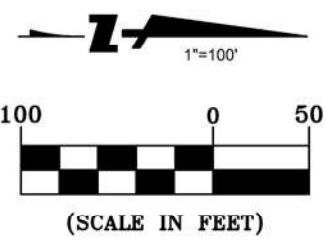
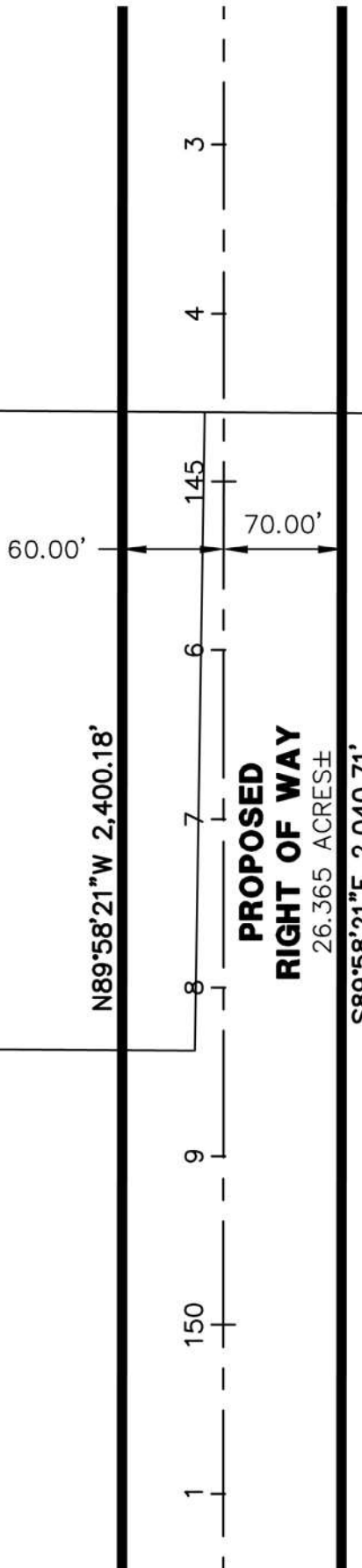
RIGHETTI PARTNERS, LP  
APN 905-0001-005-02

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



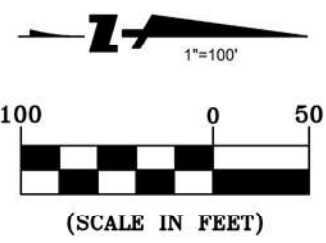
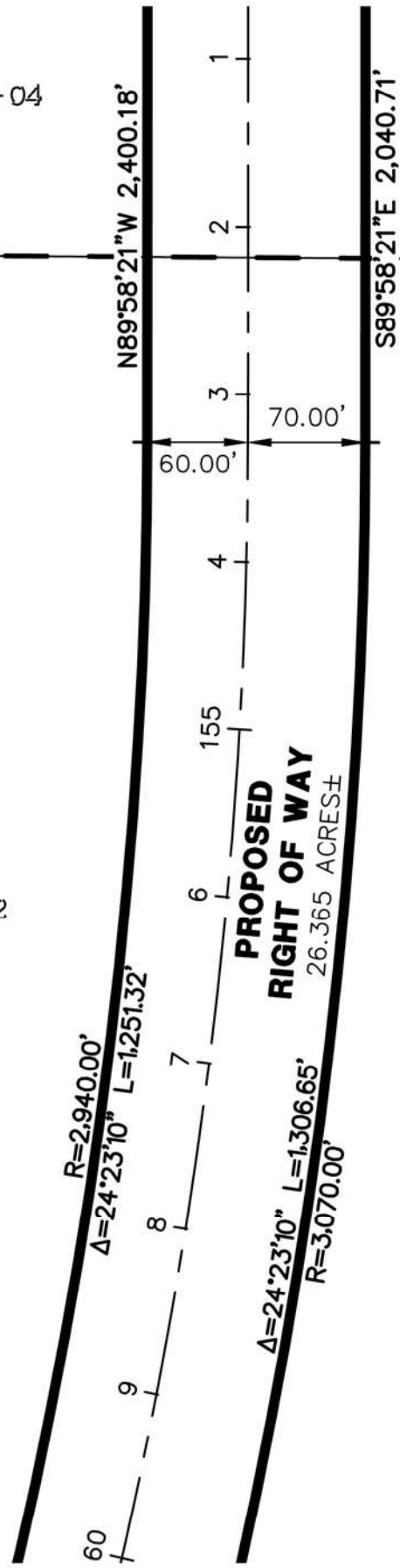
BRANAUGH  
APN 905-0001-004-04

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

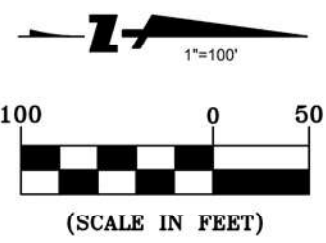
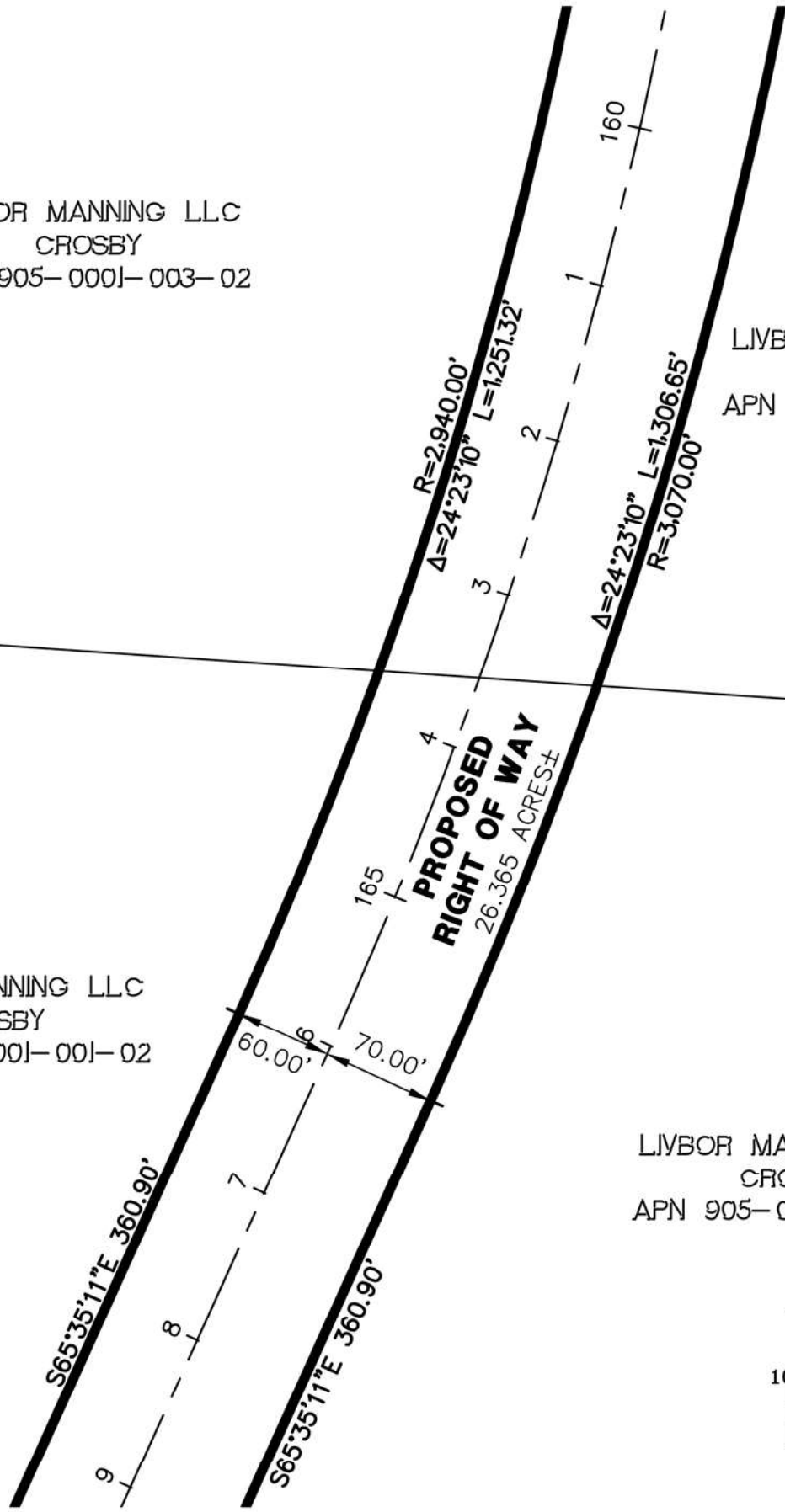


LIVBOR MANNING LLC  
 CROSBY  
 APN 905-0001-003-02

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

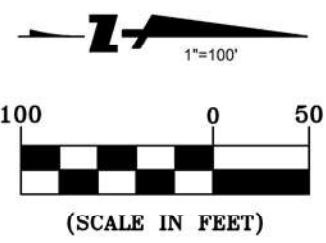
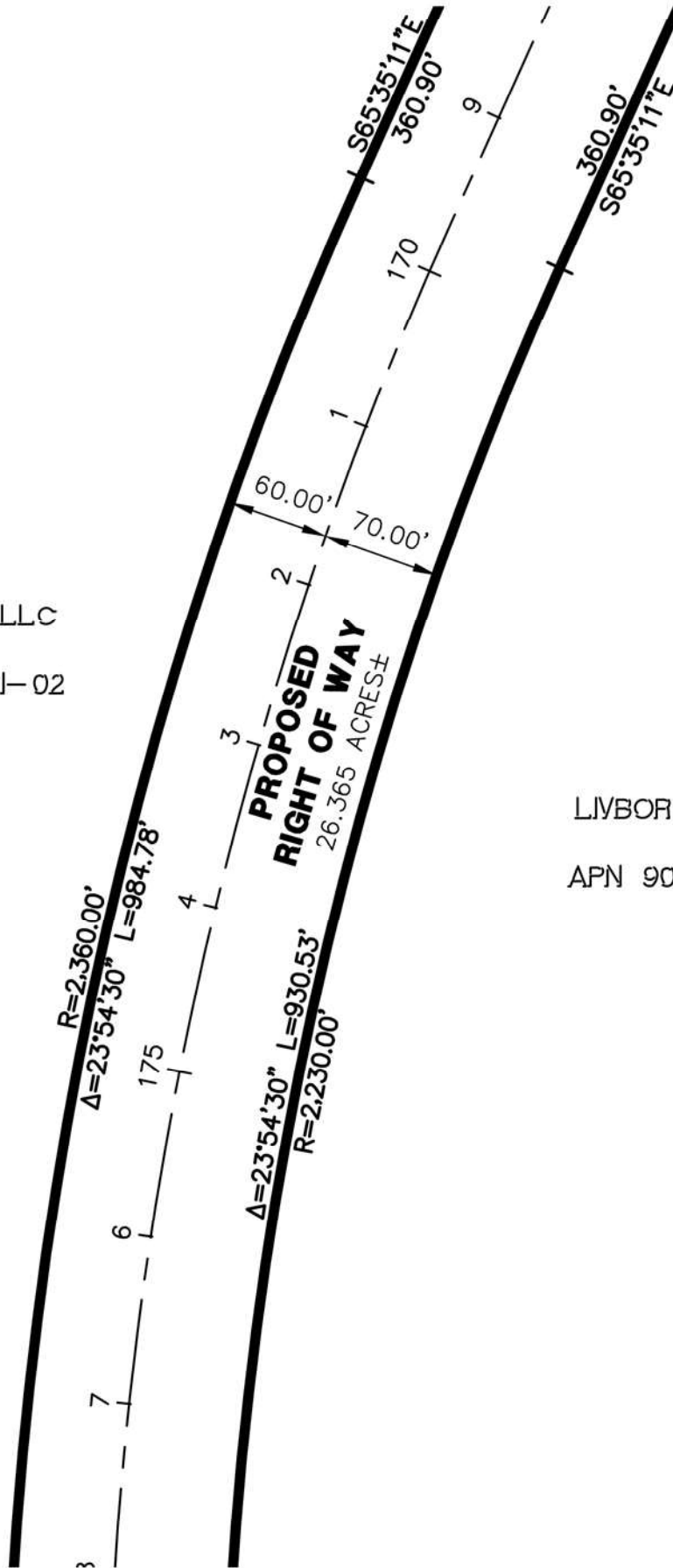
LIVBOR MANNING LLC  
 CROSBY  
 APN 905-0001-001-02

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



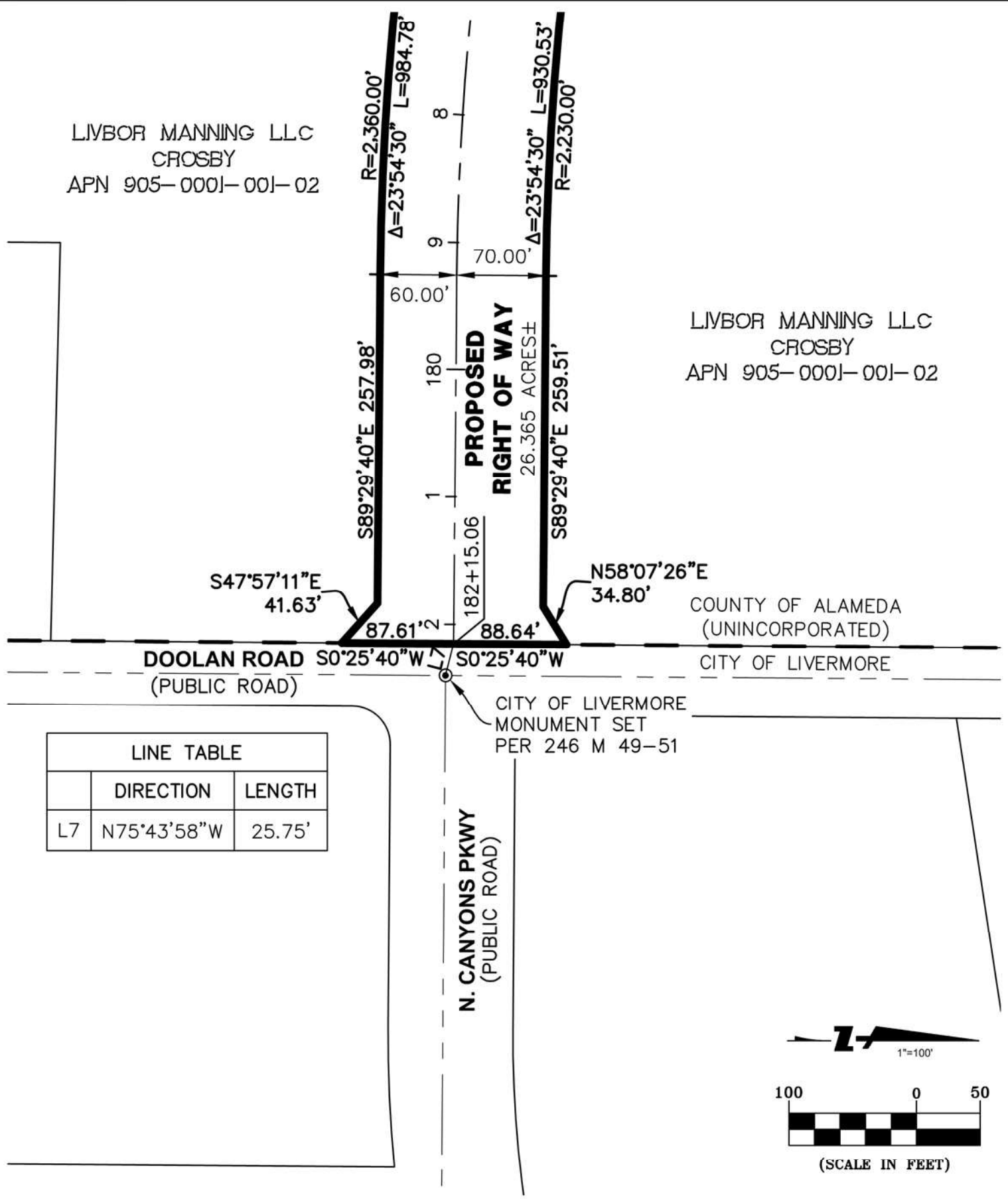
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 APN 905-0001-001-02

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



S47°57'11\"E  
 41.63'

N58°07'26\"E  
 34.80'

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

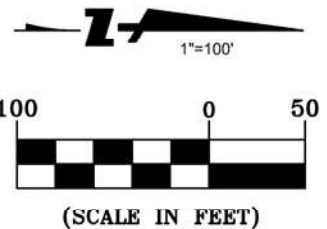
COUNTY OF ALAMEDA  
 (UNINCORPORATED)

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	
<b>\$7,788,000.00</b>	<b>\$46,198,017.00</b>	<b>\$104,042,022.00</b>	<b>\$158,028,039.00</b>

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
<b>Total</b>		<b>\$7,788,000.00</b>	<b>\$300,000.00</b>	<b>\$200,000.00</b>	<b>\$8,288,000.00</b>

Unfunded cost allocation for FUTURE PROJECT PHASES - To be determined based on the availability of local, regional, and Federal funding	<b>\$149,740,039.00</b>
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# Memorandum

5.1

1111 Broadway, Suite 800, Oakland, CA 94607 • 510.208.7400 • www.AlamedaCTC.org

**DATE:** June 1, 2020

**TO:** Projects and Programs Committee

**FROM:** Vivek Bhat, Director of Programming and Project Controls  
John Nguyen, Principal Transportation Planner

**SUBJECT:** Approve FY 2018-19 Measure B, Measure BB and Vehicle Registration Fee Program Compliance Summary Report and Interim Policy Updates

## Recommendation

It is recommended that the Commission approve the Fiscal Year 2018-19 Measure B, Measure BB, and Vehicle Registration Fee Program Compliance Report and Interim Policy Updates.

## Summary

Each year, Alameda CTC requires recipients of Measure B, Measure BB, and VRF Direct Local Distribution (DLD) funds to submit audited financial statements and program compliance reports to document the receipt and use of DLD funds. Alameda CTC, in conjunction with the Independent Watchdog Committee, reviews these reports to verify DLD funds are expended in compliance with the voter approved transportation expenditure plans and Alameda CTC's expenditure requirements. Alameda CTC prepares Program Compliance Summary Reports which includes a review of the fiscal year's DLD investments, fund balances, and a compliance determination.

Upon review of DLD recipients' financial statements and program compliance reports, Alameda CTC finds nineteen of the twenty DLD recipients in compliance with the DLD financial reporting and program compliance requirements for the FY18-19 reporting period. The City of Union City remains the only DLD recipient that has not submitted reports to Alameda CTC due a citywide virus hindering Union City's ability to access the data last Fall 2019. Union City is currently resolving their data accessibility issues and intends to submit their reports this Fall 2020. Alameda CTC will review the reports at that juncture and will report back to the Commission if there are any findings of non-compliance.

Additionally, Alameda CTC periodically reviews the DLD policies and implementation guidelines to ensure the DLD program is implemented in accordance with the Transportation Expenditure Plans and current transportation needs in Alameda County. With the Coronavirus (COVID-19) pandemic, and the resultant shelter-in-place order across the Bay Area Counties, Alameda CTC recommends a one-year extension of the current timely use of funds policy requirements, and modifying the Seniors and People with Disabilities DLD implementation guidelines to allow for the cost eligibility for Meals on Wheel Delivery programs for the FY 20-21 period.

## Background

Alameda CTC is responsible for administering the Measure B, Measure BB, and the VRF Programs. Annually, Alameda CTC distributes over half of all revenues generated by these programs to twenty eligible recipients as Direct Local Distributions (DLD) for local transportation improvement programs. From the inception of each program to the end of Fiscal Year 2018-19 (FY18-19), Alameda CTC has distributed over \$1.4B in combined DLD funds to eligible recipients for local transportation (streets and road), bicycle/pedestrian, transit, and paratransit programs. The eligible recipients include twenty jurisdictions consisting of the fourteen cities, the County, and five transit agencies providing transportation improvements and services in Alameda County.

For FY18-19, Alameda CTC distributed approximately \$180.2 million in total DLD funds for the respective programs identified in the table below.

**Total FY18-19 Fund Distributions By Program** (\$ in Millions)

DLD Program	Measure B	Measure BB	VRF	Total
Local Transportation (Local Streets)	\$ 34.8	\$ 31.7	\$7.6	\$ 74.1
Transit	\$ 33.0	\$ 34.2	\$ -	\$ 67.2
Paratransit	\$ 14.1	\$ 14.2	\$ -	\$ 28.3
Bicycle and Pedestrian	\$ 5.8	\$ 4.8	\$ -	\$ 10.6
<b>Total DLD Funds</b>	<b>\$ 87.7</b>	<b>\$ 84.9</b>	<b>\$7.6</b>	<b>\$180.2</b>

The Master Programs Funding Agreements (MPFAs) between Alameda CTC and the recipients authorize the distribution of formula funds to the recipients and specifies expenditure requirements. Each year, recipients are required to submit audited financial statements and program compliance reports to confirm DLD annual receipts, expenditures and the completion of reporting obligations. This year's compliance reporting period is for FY18-19, which covers July 1, 2018 to June 30, 2019. The reports capture DLD recipients' annual reporting deliverables including:

- Annual revenues, interest, expenditures, and fund balances
- Publication of a newsletter article, website coverage, and signage
- Performance Metrics including Pavement Condition Index, transit on-time performance, capital vs. administrative investments, and service effectiveness.

- Documentation of current Bicycle and Pedestrian Master Plans
- Documentation of Measure BB Local Streets and Roads expenditures on bicycle/pedestrian improvements
- Adherence to Timely Use of Funds Policy

For the FY18-19 reporting year, except for the City of Union City, DLD recipients submitted the required compliance reports and audited financial statements by the December 31, 2019 deadline. The City of Union City was unable to submit the required reports due to a citywide virus hindering the City's ability to access the data last Fall 2019. The City is currently resolving their data accessibility issues and intends to submit their reports this Fall 2020. Alameda CTC will review the reports at that juncture, and will report back to the Commission if there are compliance issues.

For the remaining reports, Alameda CTC staff, in collaboration with the Independent Watchdog Committee, reviewed the recipients' expenditures to determine eligibility and program compliance. With the exception of the City of Union City, Alameda CTC has determined that DLD recipients are in-compliance with the financial reporting and expenditure requirements, and DLD policies for expenditures incurred during FY18-19. The DLD recipients' individual reports are available for review online at: <https://www.alamedactc.org/funding/reporting-and-grant-forms/>.

#### FY18-19 Fund Balances and Performance Monitoring

DLD recipients are required to document expenditure activities to report on the general performance of DLD funds. Key performance metrics monitored through the Annual Program Compliance Reporting process include timely use of funds, Measure BB Local Street and Road (LSR) investments towards bicycle/pedestrian improvements, pavement condition index, transit on-time performance, and paratransit related service implementation.

- Fund Balances: DLD recipients' collective FY18-19 ending fund balance by funding program totals \$109.0 (\$49.5M in Measure B, \$50.1M in Measure BB, and \$9.5M in VRF) as shown in Attachment A. The balance has increased by approximately \$13M from the past fiscal year. However, DLD recipients have reported \$54.4M of the fund balance is currently encumbered to active projects and contracts to demonstrate their commitment to use their DLD funds (refer to Attachment B).
- 15% Measure BB LSR Requirement: Additionally, Alameda CTC monitors the recipient's adherence to the 2014 Measure BB Transportation Expenditure Plan's requirement that mandates 15 percent of LSR DLD funds be spent on bicycle/pedestrian related improvements. Based on the collective Measure BB LSR expenditures to date, the DLD recipients are meeting the requirement with approximately 30 percent of total Measure BB LSR expenditures to date going towards bicycle/pedestrian related improvements (Attachment C).

- Pavement Condition Index: Alameda CTC's performance metric for LSR DLD recipients also requires a minimum PCI of 60 (Fair Condition) for local roadways. Most DLD recipients are maintaining this fair condition threshold, or have indicated a commitment and action plan to rehabilitate their most deteriorated roadways in their jurisdiction to bring their PCI to standard. A summary of jurisdictions PCI is included in Attachment E.
- Transit On-time Performance: For transit performance, Alameda CTC monitors the reported transit operator's annual adopted on-time performance goals to actual on-time performance achieved. Generally, transit operators are within a percent of their agency's goal. The Altamont Corridor Express noted a declined in its on-time performance in the fiscal year due to implementation of new positive train control technologies. The transit on-time performance summary is included in Attachment E.
- Seniors and People with Disabilities Performance: The Special Transportation for Seniors and People with Disabilities (Paratransit) Program contains specific performance measures based on the types of services provided by the DLD recipient. These transportation services include ADA-mandated paratransit services and city-based non-mandated paratransit programs that provide vital transportation options for seniors and people with disabilities. The recipients' programs and anticipated DLD expenditures are reviewed annually through Alameda CTC's Annual Paratransit Program Plan process. A review of the paratransit ADA mandated services performance summary is included in Attachment E.

#### Interim Policy Updates Recommended Due to Coronavirus Impact

The Coronavirus (COVID-19) pandemic, and the resultant shelter-in-place order across the Bay Area Counties, has altered the current state of sale tax and VRF program revenues, available local staff resources, and reshaped the near-term transportation needs. Alameda CTC is currently waiting for current program distribution receipts from the State to conduct a thorough revenue analysis, however, it is expected there will be a significant decline in Measure B, Measure BB, and VRF program revenues throughout the last quarter of fiscal year 2019-20 and into the next fiscal year as a result of the COVID-19 impact on the economy. Notwithstanding, transit agencies are expected to receive 40% less funds (from \$8.3 to \$5.0M) through the State Transit Assistance (STA) program in the upcoming fiscal year, potentially impacting service operations and performance. Alameda CTC is cognizant of the changes in funding and transportation priorities, and is committed to supporting DLD recipients in their program delivery while still maintaining strict oversight per the respective Transportation Expenditure Plans. In consideration of the COVID-19 impact, staff recommends updating its DLD program policies pertaining to timely use of funds and cost eligibility for the Meals on Wheels Program as described below.

Timely Use of Funds: Staff recommends a one-year extension of the current timely use of funds policy requirements to provide DLD recipients additional time to draw down their fund balances. Under the current policy, Alameda CTC monitors fund balances against the current Alameda CTC's Timely Use of Funds Policy in which the policy states that DLD recipients shall not carry an ending fund balance greater than 40 percent of their DLD funds received for that year, for four consecutive years, starting with fiscal year 2016-17. Alameda CTC is currently monitoring the fund balance to revenue ratio to verify DLD recipients are in-compliance with the policy by the end of fiscal year 2019-20. At this juncture, all recipients are currently in compliance with this policy and have thru fiscal year 2019-20 to draw down their fund balances to an acceptable level per the policy.

However, with the unknown long-term impacts of COVID-19 on program revenues, and recipients' reprioritizing resources in a more conservative manner, staff recommends a one-year extension, allowing the drawn down to through the end of fiscal year 2020-21. This provides recipients additional time to strategize their program expenditures. Alameda CTC will continue to review potential modifications to Timely Use of Funds Policy to ensure the policy is feasible and effective at achieving the intended goal of encouraging the expeditious use of DLD funds.

Meals on Wheels Program Cost Eligibilities: The current Implementation Guidelines for the Seniors and People with Disabilities program limits eligible use of DLD funds for the Meals on Wheels Program to the Cities of Alameda, Emeryville, Fremont, Hayward, and Newark, whose programs were established prior to 2012 with Measure B funds. The Meals on Wheels program provides meals directly to seniors and people with disabilities who are unable to use transportation services. At the time, the Implementation Guidelines restricted the DLD eligibilities from other cities to encourage the use of DLD funds towards other transportation services and priority programs developing across the county.

With the emergence of COVID-19, and required distancing among individuals to minimize the spread and associated health risks, meal delivery programs are a critical service for seniors and people with disabilities who are "sheltering" in their homes. Staff recommends relieving the eligibility limitation for fiscal Year 2020-21, and allow all DLD recipients the option to use their DLD funds to support Meals on Wheels Program operations that have become a service priority for seniors within Alameda County.

The recommended interim policy updates and changes are only for FY 20-21. If the circumstances require revisiting either of these policies beyond FY-20-21, staff will bring forward a new recommendation prior to the start of FY 21-22.

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

**Attachments:**

- A. DLD Program Summary of Fund Balances
- B. DLD Balances and Encumbrances
- C. Summary of Measure BB LSR Expenditures on Bicycle/Pedestrian improvements
- D. Performance Summary - PCI and on-time performance

**Measure B/Measure BB/Vehicle Registration Fee  
Direct Local Distribution Fund Balances**

*(As of the end of Fiscal Year 2018-19)*

<b>Jurisdiction:</b>	<b>Measure B</b>	<b>Measure BB</b>	<b>VRF</b>	<b>Total</b>
AC Transit	\$5,488,298	\$6,071,409		\$11,559,707
BART	\$0	\$0		\$0
LAVTA	\$0	\$0		\$0
WETA	\$2,320,771	\$1,630,133		\$3,950,905
ACE	\$1,314,588	\$5,000		\$1,319,588
Alameda County	\$2,745,267	\$4,254,511	\$265,856	\$7,265,634
City of Alameda	\$1,725,191	\$1,010,492	\$657,910	\$3,393,592
City of Albany	\$1,482,191	\$1,863,669	\$192,237	\$3,538,097
City of Berkeley	\$4,541,388	\$8,819,093	\$1,021,658	\$14,382,139
City of Dublin	\$859,604	\$511,495	\$247,223	\$1,618,322
City of Emeryville	\$107,996	\$230,930	\$48,342	\$387,268
City of Fremont	\$3,126,397	\$3,857,056	\$789,440	\$7,772,893
City of Hayward	\$5,984,908	\$6,946,837	\$585,747	\$13,517,492
City of Livermore	\$3,355,842	\$3,004,013	\$618,767	\$6,978,622
City of Newark	\$937,258	\$726,494	\$346,556	\$2,010,308
City of Oakland	\$8,979,781	\$3,192,403	\$1,703,352	\$13,875,537
City of Piedmont	\$136,758	\$250,966	\$39,255	\$426,979
City of Pleasanton	\$1,633,211	\$2,228,051	\$658,687	\$4,519,949
City of San Leandro	\$1,486,903	\$2,830,655	\$1,110,362	\$5,427,920
City of Union City	\$3,289,927	\$2,620,345	\$1,168,881	\$7,079,153
<b>Total</b>	<b>\$49,516,279</b>	<b>\$50,053,551</b>	<b>\$9,454,274</b>	<b>\$109,024,105</b>

Notes:

1. Financials are from the Measure B/BB/VRF Direct Local Distribution Recipients' FY 2018-19 Audited Financial Statements. City of Union City balances reflects starting balances and revenues for FY18-19 based on prior reports and Alameda CTC's distribution records.

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**Measure B/Measure BB/Vehicle Registration Fee  
Direct Local Distribution Encumbrances and Balances**

*(as of the end of Fiscal Year 2018-19)*

<b>Jurisdiction:</b>	<b>Total Balance</b>	<b>Total Encumbrance</b>	<b>Total Remaining (Bal. - Encumbered)</b>	<b>% Remaining Balance</b>
AC Transit	\$11,559,707	\$11,559,707	\$0	0%
BART	\$0	\$0	\$0	0%
LAVTA	\$0	\$0	\$0	0%
WETA	\$3,950,905	\$2,436,631	\$1,514,274	38%
ACE	\$1,319,588	\$1,319,588	\$0	0%
Alameda County	\$7,265,634	\$5,918,369	\$1,347,265	19%
City of Alameda	\$3,393,592	\$2,074,837	\$1,318,755	39%
City of Albany	\$3,538,097	\$1,582,682	\$1,955,415	55%
City of Berkeley	\$14,382,139	\$5,174,450	\$9,207,689	64%
City of Dublin	\$1,618,322	\$1,598,592	\$19,730	1%
City of Emeryville	\$387,268	\$31,598	\$355,670	92%
City of Fremont	\$7,772,893	\$1,191,126	\$6,581,767	85%
City of Hayward	\$13,517,492	\$2,402,213	\$11,115,279	82%
City of Livermore	\$6,978,622	\$4,694,605	\$2,284,017	33%
City of Newark	\$2,010,308	\$1,194,245	\$816,063	41%
City of Oakland	\$13,875,537	\$5,128,229	\$8,747,308	63%
City of Piedmont	\$426,979	\$423,196	\$3,783	1%
City of Pleasanton	\$4,519,949	\$4,026,504	\$493,445	11%
City of San Leandro	\$5,427,920	\$3,599,952	\$1,827,968	34%
City of Union City	\$7,079,153	\$0	\$7,079,153	100%
<b>Total</b>	<b>\$109,024,105</b>	<b>\$54,356,524</b>	<b>\$54,667,582</b>	<b>50%</b>

Notes:

1. Encumbrances into active contracts and projects are as reported by Measure B/BB/VRF Direct Local Distribution Recipients, and are subject to change since the time of data submittal.
2. City of Union City has yet to submit a report for encumbrances.

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**Measure BB Local Streets and Roads Requirement**

*15% of Total LSR Expenditures must be towards benefiting bicylists/pedestrians.*

<b>Jurisdiction:</b>	<b>Total LSR Expenditures to Date</b>	<b>Total LSR Expenditures on Bike/Ped to Date</b>	<b>Percentage of LSR Expenditures on Bike/Ped over Total LSR Expenditures</b>	<b>15% minimum LSR achieved?</b>
ACPWA	\$7,447,777	\$6,517,715	88%	Yes
City of Alameda	\$7,522,464	\$5,207,181	69%	Yes
City of Albany	\$177,072	\$163,875	93%	Yes
City of Berkeley	\$4,973,092	\$1,560,743	31%	Yes
City of Dublin	\$1,630,541	\$514,414	32%	Yes
City of Emeryville	\$1,052,392	\$242,497	23%	Yes
City of Fremont	\$8,032,436	\$3,085,951	38%	Yes
City of Hayward	\$6,519,047	\$1,367,398	21%	Yes
City of Livermore	\$1,795,925	\$412,961	23%	Yes
City of Newark	\$1,591,585	\$713,356	45%	Yes
City of Oakland	\$45,741,331	\$6,691,267	15%	Yes
City of Piedmont	\$1,482,612	\$289,062	19%	Yes
City of Pleasanton	\$2,034,657	\$459,914	23%	Yes
City of San Leandro	\$3,717,687	\$852,679	23%	Yes
City of Union City	\$1,647,858	\$258,488	16%	Yes
<b>Total</b>	<b>\$95,366,477</b>	<b>\$28,337,500</b>	<b>30%</b>	<b>Yes</b>

Notes:

1. The table above reflects total Measure BB funds reported by jurisdictions.

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**DLD Performance Summary**  
Fiscal Year 2018-19 Performance Monitoring

<b>Table 1: Pavement Condition Index</b>		
<b>LSR Metric:</b> Alameda CTC's performance		
Jurisdiction:	PCI Score	PCI Score > 60?
Alameda County	71	Yes
City of Alameda	70	Yes
City of Albany	57	No
City of Berkeley	60	Yes
City of Dublin	85	Yes
City of Emeryville	77	Yes
City of Fremont	72	Yes
City of Hayward	70	Yes
City of Livermore	78	Yes
City of Newark	76	Yes
City of Oakland	54	No
City of Piedmont	67	Yes
City of Pleasanton	79	Yes
City of San Leandro	58	No
City of Union City	81	Yes

<b>Table 2: Transit On-time Performance</b>				
<b>Transit Metric:</b> Alameda CTC monitors the reported transit operator's annual adopted on-time performance goals to actual on-time performance achieved.				
Jurisdiction:	On-Time Performance Goal	On-Time Performance Actual	Under/Over Goal	Goal Achieved?
AC Transit	72%	71%	-1%	No
ACE	95%	81%	-14%	No
BART	91%	90%	-1%	No
LAVTA	85%	84%	-1%	Yes
Union City Transit	90%	TBD	TBD	TBD

<b>Table 3: ADA Mandated Services</b>								
<b>Paratransit Metric:</b> Alameda CTC monitors programs mandated by the American's with Disabilities Act. Comparing annually the number of one-way trips/passenger ridership provided by the programs, and cost effectiveness of those trips (Measure B/BB costs by program divided by the number of passengers).								
Agency	FY 16/17		FY 17/18			FY 18/19		
	Number of One-way Trips	MB/BB Cost Per Trip	Number of One-way Trips	MB/BB Cost Per Trip	Total Costs Per Trip (all Sources)	Number of One-way Trips	MB/BB Cost Per Trip	Total Costs Per Trip (all Sources)
AC Transit	502,755	\$22.92	531,840	\$23.18	\$48.65	511,357	\$26.07	\$57.86
BART	225,876	\$17.73	238,942	\$18.13	\$50.28	229,740	\$20.45	\$58.07
LAVTA	50,433	\$9.18	50,967	\$9.77	\$36.50	46,108	\$12.19	\$39.44
Union City	21,375	\$24.48	18,028	\$28.57	\$50.72	TBD	TBD	TBD
<b>Total</b>	<b>800,439</b>	<b>\$20.63</b>	<b>839,777</b>	<b>\$21.04</b>	<b>\$48.42</b>	<b>787,205</b>	<b>\$23.61</b>	<b>\$56.84</b>

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# Memorandum

5.2

1111 Broadway, Suite 800, Oakland, CA 94607

• 510.208.7400

• www.AlamedaCTC.org

**DATE:** June 1, 2020

**TO:** Programs and Projects Committee

**FROM:** Gary Huisingsh, Deputy Executive Director of Projects  
John Pulliam, Director of Project Delivery  
Vivek Bhat, Director of Programming and Project Controls

**SUBJECT:** Approve Conceptual Funding Plan for the I-680 Southbound Express Lanes from SR-84 to Alcosta Boulevard Project

## Recommendation

It is recommended that the Commission approve a conceptual funding plan for the I-680 Southbound Express Lanes from SR-84 to Alcosta Boulevard project.

## Summary

The Alameda County Transportation Commission (Alameda CTC) is the project sponsor and implementing agency for the I-680 Express Lanes from SR-84 to Alcosta Boulevard project, also referred to as the I-680 Express Lanes Gap Closure, which is located in the vicinity of the community of Sunol and the cities of Dublin and Pleasanton. The project is identified in the 2014 Measure BB Transportation Expenditure Plan (2014 TEP) and proposes to construct express lanes in both directions within a 10-mile segment to complete the I-680 Express Lane Network through Alameda County. Upon completion, it will result in continuous express lanes along I-680 from Marina Vista Boulevard in Martinez (Contra Costa County) to South Grimmer Boulevard in north Fremont, relieving congestion on two of the Metropolitan Transportation Commission's (MTC) ten most congested freeway segments.

The project is currently in the Project Approval and Environmental Document (PA&ED) phase, with the project report and environmental document scheduled for completion in summer of 2020. Based on the size and estimated cost of the project, it was anticipated that a phasing strategy would likely be required to deliver the project. As part of the PA&ED phase, staff and the engineering team carefully reviewed several options to deliver the project in phases, and it was determined that it would be most beneficial and advantageous to construct the southbound express lane as the first phase. To further expedite the development and delivery of the project, the Commission approved the

initiation of the final design and preparation of the Plans, Specifications, and Estimate (PS&E) for the construction of the southbound project.

The delivery of the I-680 Southbound Express Lane is currently being coordinated with an upcoming Caltrans pavement rehabilitation project along the same section of I-680. Coordination of these two projects will lead to a significant cost savings of approximately \$18 million and, more importantly, will minimize inconvenience and reduce impacts to the traveling public during the many months of construction in an already very congested corridor.

The current estimated total cost of the project is \$252 million, from inception to completion of construction. The project is currently funded by a combination of \$20 million of 2014 Measure BB, \$80 million of Regional Measure 3 (RM3) and \$ 10 million of MTC's share of Senate Bill 1 (SB1) Local Partnership Program (LPP) formula funds. MTC approved the RM3 and LPP funding in May 2020. The current funding needed to complete the funding plan is approximately \$142 million.

A major requirement for the delivery of the project is the execution of multiple cooperative agreements with Caltrans for project development and for construction contract administration. As often is the case for any agency investing in the state highway system, the State has many rigorous requirements including a requirement for the sponsor's commitment to identify a full funding plan for the construction of the project.

Staff recommends that the Commission approve the proposed conceptual funding plan which identifies funding options from a mix of potential federal, state, regional and local funds.

## **Background**

The Alameda CTC is the project sponsor and implementing agency for the I-680 Express Lanes from SR-84 to Alcosta Boulevard project, also referred to as the I-680 Express Lanes Gap Closure Project, which passes through the community of Sunol and the cities of Dublin and Pleasanton. This project proposes to widen and implement High Occupancy Vehicle Lanes/Express Lanes (HOV/EL) along I-680 between SR-84 and Alcosta Boulevard (see Attachment A, Project Fact Sheet). The project is in the 2014 Transportation Expenditure Plan and proposes to construct a 10-mile segment with one express lane in both the northbound and southbound direction. Once implemented, this project will complete the I-680 Express Lane Network through Alameda County.

Based on the size and estimated cost of the project, it was anticipated that a phasing strategy would likely be required to deliver the project. As part of the PA&ED phase, staff and the engineering team carefully reviewed several options to deliver the project in phases, and determined that it would be most beneficial and advantageous to construct the southbound express lane as the first phase. Based on preliminary traffic studies and operational analysis, within the proposed project limits, the I-680 southbound lanes are



experiencing much higher traffic demand and congestion than the northbound lanes, and these conditions are expected to worsen in future years.

The I-680 Southbound Express Lanes from SR 84 to Alcosta Boulevard includes reconstruction of the concrete median barrier, construction of retaining walls, relocation of existing sound walls, and pavement widening and reconstruction to accommodate the addition of 9-miles of southbound HOV/EL from SR-84 to Alcosta Boulevard. Tolling equipment, including vehicle sensors, toll readers, rear-facing cameras, enforcement beacons, and utility cabinets will also be installed. The project includes HOV/EL signage, including larger signs mounted on cantilevered overhead sign structures spanning the HOV/EL, and smaller signs mounted on the concrete median barrier. The larger signs will include Variable Toll Message Signs (VTMS) to display the prices for using the express lane facility. No right-of-way acquisition is anticipated since the project improvements fits within existing Caltrans right of way.

Anticipated benefits of the southbound project include improved efficiency of the transportation system on I-680 southbound lanes between SR-84 and Alcosta Boulevard to accommodate the current and future traffic demand, improved travel time and travel reliability for all users, including HOV and transit users, and optimization of freeway system management and traffic operations. When this project is complete, it will close the gap in Alameda CTC's southbound HOV/EL along I-680, and it will connect with MTC's I-680 HOV/EL in Contra Costa County, resulting in a 48-mile long I-680 southbound express lane network from Marina Vista Boulevard in Martinez (in Contra Costa County) to South Grimmer Boulevard in north Fremont. This will relieve congestion on two of MTC's ten most congested freeway segments, and will provide benefits such as significantly relieving congestion and improving regional and interregional traffic. This will allow for increased people-throughput by providing infrastructure for express buses and carpools, improve safety, and optimize freeway system management and traffic operations.

On September 21, 2017, the Commission authorized the execution of a contract with AECOM Technical Services, Inc. for Scoping and PA&ED services. That work is proceeding on schedule, with the project report and environmental document scheduled for completion in summer of 2020.

In early 2019, staff learned that Caltrans had begun the final design of a major project to rehabilitate the pavement along I-680 from SR-84 to Alcosta Boulevard. This Caltrans project is programmed to be funded with the State Highway Operation and Protection Program (SHOPP) funds and is scheduled to start construction in fall 2021. Alameda CTC staff approached Caltrans to discuss combining the Caltrans project with Alameda CTC's I-680 Express Lane Project. Caltrans was receptive to combining the southbound portion of their SHOPP project with Alameda CTC's I-680 Southbound Express Lane Project. More recently Caltrans has confirmed including the northbound scope of the SHOPP project as well. Combining the two projects required Caltrans to delay the construction of their project by one year, and Alameda CTC to expedite delivery of the I-680 Southbound Express Lanes from SR-84 to Alcosta Boulevard Project by one year. Staff has prepared an

expedited schedule to meet this deadline, including advancing the design of the southbound Project, which is currently at the 35% design phase.

The current estimated total cost of the project is \$252 million, from inception to completion of construction. The project is currently funded by a combination of \$20 million of 2014 Measure BB, \$80 million of Regional Measure 3 (RM3) and \$ 10 million of MTC's share of Senate Bill 1 (SB1) Local Partnership Program (LPP) formula funds. MTC approved the RM3 and LPP funding in May 2020. The current funding needed to complete the funding plan is approximately \$142 million.

A major requirement for the delivery of the project is the execution of multiple cooperative agreements with Caltrans for project development and for construction contract administration. As often is the case for any agency investing in the state highway system, the State has many rigorous requirements including a requirement for the sponsor's commitment to identify a full funding plan for the construction of the project. In order to address Caltrans' requirements and to advance the project into the construction phase, staff is proposing a conceptual funding plan to strategically address this funding gap.

#### External Opportunities

#### **State Transportation Improvement Program (STIP)**

The STIP is a multi-year capital improvement program of transportation projects on and off the State Highway System that is administered by the California Transportation Commission (CTC) and funded with revenues from the State Highway Account and other State and federal funding sources, including SB1 funding.

For each STIP cycle, Alameda CTC adopts and forwards a program of STIP projects to MTC. As the Regional Transportation Planning Agency (RTPA) for the nine-county Bay Area, MTC is responsible for developing the regional priorities for the RTIP. MTC approves the region's RTIP and submits it to the CTC for inclusion in the STIP.

The biennial State Transportation Improvement Program (STIP) programming process begins with the development of the STIP Fund Estimate, which is approved by the CTC. The STIP Fund Estimate serves as the basis for determining the county shares for the STIP and the amounts available for programming each fiscal year during the five-year STIP period. Typically, the county shares represent the amount of new STIP funding available for programming in the last two years of the new STIP period.

Historically, the amount of funding available to Alameda County in a given STIP cycle has varied from highs in the \$200 million range to \$0. However, the passage of SB 1 has added some stability to the STIP program. Staff assumption includes an Alameda County fund estimate of approximately \$30 million each for the next two (2) STIP cycles (2022 STIP and 2024 STIP).

Staff recommends prioritizing funding up to \$40 million from the next two STIP cycles, towards the construction phase of the I-680 Southbound Express Lane Project.

### **SB 1 Local Partnership Program (LPP) – Formula share**

The Road Repair and Accountability Act of 2017 (Senate Bill 1) created the Local Partnership Program and continuously appropriates \$200 million annually from the Road Maintenance and Rehabilitation Account to local and regional transportation agencies that have sought and received voter approval of taxes or that have imposed fees, which taxes or fees are dedicated solely for transportation improvements. The LPP funds are distributed through a 40% statewide competitive component and a 60% formulaic component. Alameda CTC's formulaic share for the upcoming 3-year programming cycle is \$12 million. Staff recommends prioritizing these funds towards the construction phase of the I-680 Southbound Express Lane Project in addition to the aforementioned STIP funding.

Assuming the Commission approves the STIP and LPP funds towards the I-680 Southbound Express Lane Project, the remaining funding need to fulfil the funding plan would be approximately \$90 million which can be addressed with any combination of external and internal grant opportunities.

### **Other Federal, State and Regional Grant opportunities**

Based on Alameda CTC's Strategic planning principles approved by the Commission in March, staff has embarked on an investment strategy to ensure that Measure BB funds are used to expediate the delivery of projects while also serving as the basis to attract external competitive funding to Alameda County such as RM3, SB1 programs, and U.S. Department of Transportation (USDOT) competitive programs.

On May 18, 2020, Alameda CTC submitted a grant application for the 2020 Better Utilizing Investments to Leverage Development (BUILD) program and will submit another application for the SB1 LPP discretionary funds, later this month. Staff also intends to pursue the 2021 Infrastructure for Rebuilding America (INFRA) discretionary grant program funds next spring. Alameda CTC has already successfully secured \$90 million Regional funds through the RM3 Express Lanes grant program and MTC's SB1 LPP formula funds, for this project.

### Internal Grant Opportunities

As Alameda CTC continues to pursue external grants, there's a possibility that a funding shortfall would continue to exist. After all external funding options have exhausted, staff recommends exploring internal funding sources such as Measure BB to address any remaining shortfall including 2014 Measure BB discretionary grants such as the Major Commute Corridors, Local Bridge, Seismic Safety, (TEP-26) investment category, that targets investments in major commute corridors throughout the county including I-680. The funding strategy could also include addressing the shortfall with future toll revenues collected in the I-680 project corridor, or a combination of future toll revenues and Measure BB discretionary grants.

Staff recommends that the Commission approve the funding strategy which includes committing future STIP revenues and prioritizing LPP funds to the I-680 Southbound Express Lanes project. The funding strategy also includes addressing any remaining shortfall with external and internal grant opportunities first, and then including Measure BB funds or future toll revenues. Based on the outcomes of grant application results, staff will bring this item back to the Commission in early spring 2021.

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

**Attachments:**

- A. I-680 Express Lanes from SR-84 to Alcosta Boulevard Project Fact Sheet



# I-680 Express Lanes from SR-84 to Alcosta Boulevard

OCTOBER 2019

## PROJECT OVERVIEW

The Interstate 680 (I-680) Express Lanes from State Route (SR) 84 to Alcosta Boulevard Project will close the gap between existing and in-progress high-occupancy vehicle (HOV)/express lane projects directly to the north and south. The project extends for approximately nine miles on northbound and southbound I-680 through Sunol, Pleasanton, Dublin and San Ramon.

The Alameda County Transportation Commission (Alameda CTC) has started environmental and preliminary engineering studies for the project. An environmental document is planned for public circulation in late 2019. Potential project phasing options will be determined based on the traffic analysis and future funding availability.

Concurrent projects in the area include:

- [SR 84 Widening \(Pigeon Pass to I-680\) and SR 84/I-680 Interchange Improvements](#)
- [I-680 Sunol Express Lanes \(Phase 1\)](#)

## PROJECT NEED

- Planned and existing express lanes from SR-84 to SR-237 and from Alcosta Boulevard to Walnut Creek will leave a nine-mile gap in the express lane network between SR-84 and Alcosta Boulevard.
- Heavy commute traffic to and from Silicon Valley, especially in the morning peak period, results in traffic congestion for approximately 10 hours each day.



## PROJECT BENEFITS

- Increases the efficiency of the transportation system on I-680 between SR-84 and Alcosta Boulevard to accommodate current and future traffic demand
- Improves travel time and travel reliability for all users, including HOV and transit users
- Optimizes freeway system management and traffic operations



I-680 northbound approaching the Calaveras Road off-ramp.



I-680 northbound approaching the SR-84 off-ramp in Sunol.

### COST ESTIMATE BY PHASE (\$ X 1,000)

Planning/Scoping	\$1,000
PE/Environmental	\$6,500
Final Design (PS&E)	\$27,000
Right-of-Way	\$10,500
Construction	\$435,000
<b>Total Cost Estimate<sup>1</sup></b>	<b>\$480,000</b>

<sup>1</sup>Cost estimate assumes construction occurs in two phases.

### FUNDING SOURCES (\$ X 1,000)

Measure BB	\$20,000
Federal	TBD
State	TBD
Local	TBD
TBD	\$460,000
<b>Total Revenues</b>	<b>\$480,000</b>

## STATUS

**Implementing Agency:** Alameda CTC

**Current Phase:** Preliminary Engineering/Environmental (PE-ENV)

- Project Study Report-Project Delivery Support (PSR-PDS) was approved in September 2018.

## PARTNERS AND STAKEHOLDERS

California Department of Transportation, Alameda CTC, the Federal Highway Administration, Alameda County, Contra Costa County, the community of Sunol and the cities of Dublin, Pleasanton and San Ramon

Note: Information on this fact sheet is subject to periodic updates.

### SCHEDULE BY PHASE

	Begin	End
Scoping (PSR-PDS)	Fall 2017	Fall 2018
Preliminary Engineering/ Environmental (PE-ENV)	Fall 2018	Fall 2020
Final Design	Summer 2020	Fall 2022
Right-of-Way	Summer 2020	Fall 2022
Construction	Spring 2023	Fall 2026

Note: The project delivery schedule subsequent to PE-ENV is contingent upon funding availability.