

**REPORT TO MAYOR AND COUNCIL**

TO THE HONORABLE MAYOR AND COUNCIL:

DATE: June 2, 2015

SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HARRISON ENGINEERING, INC. OF PLEASANT HILL IN THE AMOUNT OF \$56,000 FOR DESIGN ENGINEERING SERVICES FOR THE FRANQUETTE AVENUE PEDESTRIAN & BIKE TRAIL CONNECTION (PROJECT NO. 2307) (FUNDED BY: CC-PBTF GRANT AND MEASURE J FUNDS)

Report in Brief

The Franquette Avenue Pedestrian & Bike Trail Connection (Project No. 2307) is the recipient of a Contra Costa -Pedestrian, Bicycle and Trail Facilities (CC-PBTF) grant. This project will construct pedestrian and bicycle trail improvements along Meadow Ln. and Market St. to the tunnel under Hwy 242, to Franquette Avenue. This trail project will continue along Franquette Avenue towards Willow Pass Road with the installation of bike route signage and construction of sidewalk gap closure improvements.

Staff recommends that the City Council approve a Professional Services Agreement with Harrison Engineering, Inc. (HEI) to provide Design Engineering Services in the amount of \$56,000 for the Franquette Avenue Pedestrian & Bike Trail Connection (Project No. 2307); and authorize the City Manager to execute the Agreement. After completion of the design, the project will be bid and construction is scheduled in Fall 2015.

Background

In November 2011, staff applied for and was awarded a Measure J Pedestrian, Bicycle and Trail Facilities (PBTF) Grant from the Contra Costa Transportation Authority (CCTA) to enhance pedestrian and bicyclist safety in the immediate areas surrounding the vital Downtown mixed use area. A major goal of the project is to extend the sense of community to BART riders and along the Willow Pass corridor. This project will extend the recently completed Monument Corridor Pedestrian and Bikeway Network Improvements (Project No. 2169) with elements that include: construction of a Class I mixed-use trail, which is a 10-foot wide asphalt pavement trail with 2-foot aggregate base shoulder on each side of the trail and signage along Meadow Lane/Market Street to an existing tunnel under Highway 242 (See Attachment 3). The project also includes installation of a Class III bikeway, which allows the bicyclists to share the road with motorists, along Franquette Avenue to Willow Pass Road and sidewalk gap closures along Franquette Avenue.

**APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH
HARRISON ENGINEERING, INC. IN THE AMOUNT OF \$56,000 FOR
DESIGN ENGINEERING SERVICES FOR PROJECT NO. 2307
(FRANQUETTE AVENUE PEDESTRIAN & BIKE TRAIL CONNECTION)**

June 2, 2015

Page 2

Although the grant was awarded in 2011, CCTA requested that the City delay implementation of the project until FY14-15, to allow for CCTA to properly program all the funding allocated during that funding cycle. City staff agreed and recently received funding authorization from CCTA to move forward with the design of this project. Construction of the project will also be funded by the grant but cannot begin until after design is completed and project is bid. Construction is anticipated to occur in Fall 2015.

Discussion

HEI has submitted a proposal in the not-to-exceed amount of \$56,000 for the design engineering services required for this project. Staff has reviewed the proposal and determined that the HEI assumption of time necessary to complete the project, as well as their rates, allocation of hours and total costs are reasonable for the project scope. HEI has recently satisfactorily completed design services for several other City projects, including: Project No. 2314 (Cowell Road Safety Enhancements) and Project No. 2324 (Citywide Curb Ramp Improvements).

Staff anticipates that HEI will begin the design work on this project immediately following award of this Agreement, with an estimated completion date of August 2015. Following the completion of design, the project will be bid and construction is scheduled to start in Fall 2015.

Fiscal Impact

The total project budget of \$520,000 includes Measure J and CC-PBTF Grant funds, and is sufficient to fully fund the cost of the services covered by this Agreement and is anticipated to be adequate to cover the construction costs of the project.

Public Contact

The City Council Agenda was posted.

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Page 3

Recommendation for Action

Staff recommends that the City Council approve a Professional Services Agreement with Harrison Engineering, Inc. (HEI) to provide Design Engineering Services in the amount of \$56,000 for Project No. 2307 (Franquette Avenue Pedestrian & Bike Trail Connection); and authorize the City Manager to execute the Agreement.

Prepared by: Shannon Griffin
shannon.griffin@cityofconcord.org

Reviewed by: Robert Ovadia
City Engineer
robert.ovadia@cityofconcord.org



Valerie J. Barone
City Manager

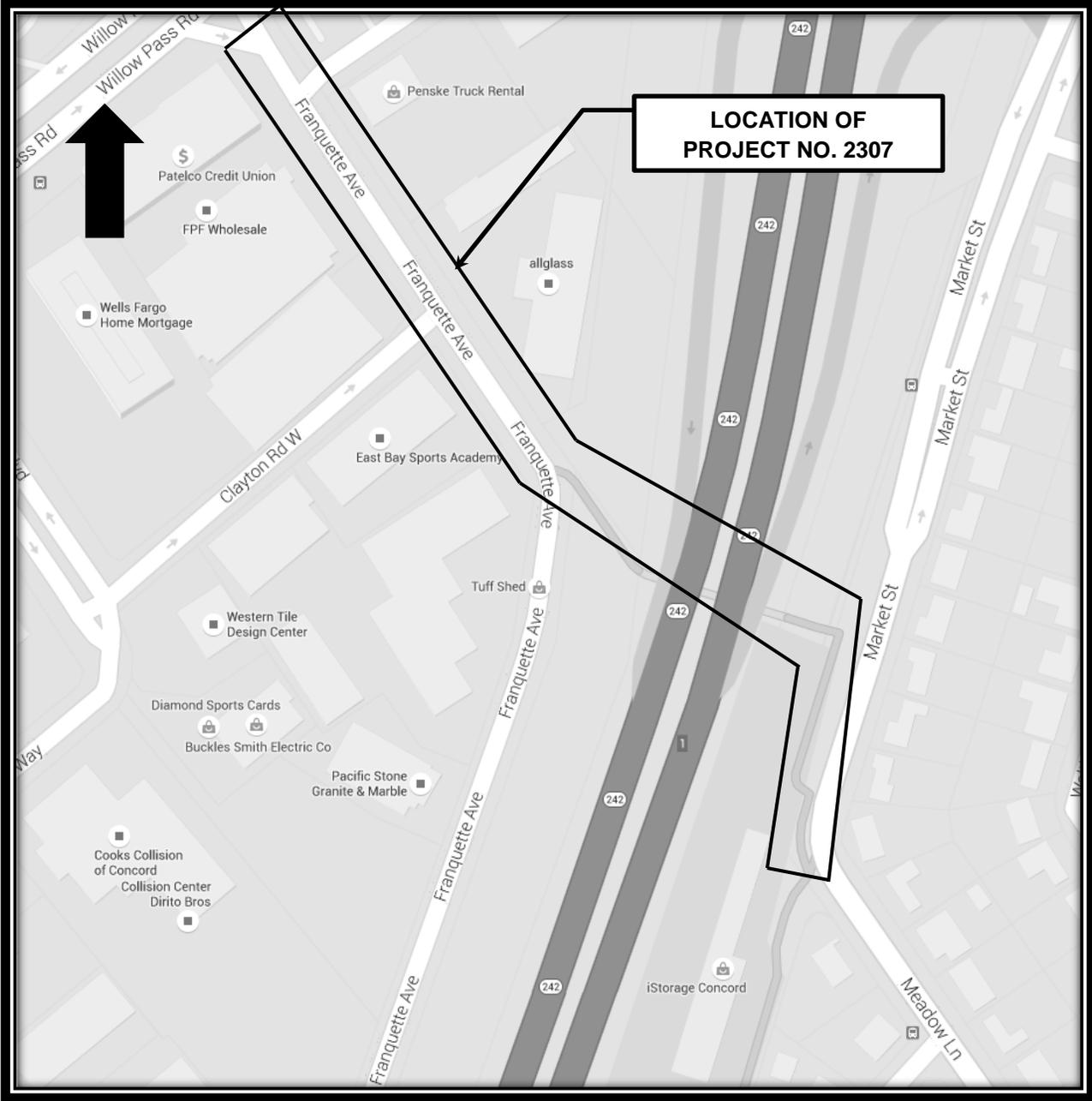
valerie.barone@cityofconcord.org

Reviewed by: Victoria Walker
Director Comm. & Econ. Development
victoria.walker@cityofconcord.org

Attachment 1: Location Map

Attachment 2: Professional Services Agreement (Harrison Engineering, Inc.)

Attachment 3: Project Setting Map



LOCATION MAP
PROJECT NO. 2307
FRANQUETTE PEDESTRIAN & BICYCLE TRAIL CONNECTION
NO SCALE

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on June 2, 2015 between the City of
2 Concord ("CITY") and Harrison Engineering Inc., 399 Taylor Boulevard, Suite 100, Pleasant Hill CA
3 94523 ("CONSULTANT").

4 THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings
5 and intentions:

6 The CITY desires to contract with Harrison Engineering Inc. and Harrison Engineering Inc. to
7 contract with the CITY for provision by Harrison Engineering Inc. to the City for professional
8 services with Project No. 2307 (Franquette Ave Pedestrian and Bike Trail Connection) as further
9 described in Section 2 of this Agreement, upon the terms and conditions hereinafter set forth.

10 NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the
11 parties herein contained, the parties hereto agree as follows:

12 **1. TERM.** This Agreement shall commence on June 3, 2015 and expire on June 30,
13 2016.

14 **A. Extension of Term.** Upon mutual written agreement by the parties, the term of
15 this Agreement may be extended for one additional period(s) of one year(s) each commencing upon
16 the expiration of the initial or extended term, subject to the same terms and conditions of this
17 Agreement. CONSULTANT shall give written notice of its request for extension of the term of the
18 Agreement to the City's Authorized Representative, as identified in Section 4 below, at least thirty
19 (30) days prior to expiration of the initial or extended term.

20 The extension(s) of the term of this Agreement shall be subject to a review of
21 CONSULTANT'S performance in accordance with the terms and conditions of this Agreement and
22 shall be subject to City approval. Such extension of time shall be in writing by a duly executed
23 Amendment to this Agreement.

24 **2. SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by
25 the CITY's Authorized Representative, CONSULTANT shall provide design services for Project No.
26 2307 (Franquette Ave Pedestrian and Bike Trail Connection) described in detail in Exhibit A, a
27 proposal from Harrison Engineering Inc. dated May 26, 2015 is attached hereto and made a part
28 hereof. CITY retains all rights of approval and discretion with respect to the projects and

1 undertakings contemplated by this Agreement.

2 **3. PAYMENT.** The compensation to be paid to CONSULTANT including payment for
3 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit
4 A. However, in no event shall the amount CITY pays CONSULTANT exceed fifty-six thousand
5 dollars (\$56,000) for the term of this Agreement. Any Amendment to this Agreement that includes an
6 increase to this compensation amount shall be made in accordance with Section 5 below.

7 CONSULTANT may submit monthly statements for services rendered; all statements shall
8 include adequate documentation demonstrating work performed during the billing period. It is
9 intended that CITY review such statement and pay CONSULTANT for services rendered within 30
10 days of receipt of a statement that meets all requirements of this Agreement. Payment by CITY shall
11 not be deemed a waiver of unsatisfactory work, even if such defects were known to the CITY at the
12 time of payment.

13 **4. AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent
14 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered
15 by CONSULTANT under this Agreement except where approval for the CITY is specifically required
16 by the City Council. The CITY's authorized representative is Robert Ovadia, City Engineer of the
17 Community & Economic Development Department. The CONSULTANT's authorized representative
18 is Randell Harrison, President.

19 **5. AMENDMENT TO AGREEMENT.** This Agreement may be amended in writing,
20 subject to approval by both parties. If additional services are requested by CITY other than as
21 described in the above Scope of Services, this Agreement may be amended, modified, or changed by
22 the parties subject to mutual consent and in accordance with the CITY's Municipal Code by execution
23 of an Amendment by authorized representatives of both parties setting forth the additional scope of
24 services to be performed, the performance time schedule, and the compensation for such services.

25 **A. Amendment for Additional Compensation.** CITY's Authorized
26 Representative is authorized to execute amendments to the Agreement on behalf of CITY, including
27 amendments providing for additional compensation to CONSULTANT not to exceed \$50,000 during
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1 the fiscal year, including the base contract amount, throughout the term of this Agreement. Any
2 additional compensation to CONSULTANT that is \$50,000 or more for the fiscal year, including the
3 base contract amount, must be approved by City Council.

4 Consultant's failure to secure CITY's written authorization for additional compensation or
5 changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price
6 or time due, whether by way of compensation, restitution, quantum meruit, or similar relief.

7 **6. INDEPENDENT CONTRACTOR.** Both parties understand and acknowledge that
8 CONSULTANT, its agents, employers and subcontractors are and shall at all times remain as to the
9 CITY wholly independent contractors. Neither the CITY nor any of its officers or employees shall
10 have any control over the manner by which the CONSULTANT performs this Agreement and shall
11 only dictate the results of the performance. CONSULTANT shall not represent that CONSULTANT
12 or its agents, employees or subcontractors are agents or employees of the CITY, and CONSULTANT
13 shall have no authority, express or implied, to act on behalf of the CITY in any capacity whatsoever as
14 an agent, and shall have no authority, express or implied, to bind the CITY to any obligation
15 whatsoever, unless otherwise provided in this Agreement.

16 As an independent contractor, CONSULTANT shall not be eligible for any benefits, which the
17 City may provide to its employees and all persons, if any, hired by CONSULTANT shall be
18 employees or subcontractors of CONSULTANT and shall not be construed as employees or agents of
19 the CITY in any respect. CONSULTANT shall receive no premium or enhanced pay for work
20 normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work
21 performed during non-standard business hours, such as in the evenings or on weekends.
22 CONSULTANT shall not receive a premium or enhanced pay for work performed on a recognized
23 holiday. CONSULTANT shall not receive paid time off for days not worked, whether it be in the
24 form of sick leave, administrative leave, or for any other form of absence. CONSULTANT shall pay
25 all taxes, assessments and premiums under the federal Social Security Act, any applicable
26 unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use
27 taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by
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1 reason of or in connection with the services to be performed by CONSULTANT.

2 **7. STANDARD OF PERFORMANCE.** CONSULTANT represents and warrants to
3 CITY that CONSULTANT is skilled and able to provide such services described in the Scope of
4 Work and that such services shall be performed in an expeditious manner, and with the degree of skill
5 and care that is required by current, good, and sound procedures and practices. CONSULTANT
6 further agrees that the services shall be in conformance with generally accepted professional standards
7 prevailing at the time work is performed.

8 **8. PERFORMANCE BY CONSULTANT.** CONSULTANT shall not employ other
9 consultants, subconsultants, experts, or contractors without the prior written approval of the CITY.
10 Notwithstanding the foregoing, CITY shall not be obligated or liable for payment hereunder to any
11 party other than the CONSULTANT. CONSULTANT hereby designates the CONSULTANT'S
12 representative as the person primarily responsible for the day-to-day performance of
13 CONSULTANT'S work under this Agreement. CONSULTANT shall not change the
14 CONSULTANT'S representative without the prior written consent of the CITY. Unless otherwise
15 expressly agreed by the CITY, CONSULTANT'S representative shall remain responsible for the
16 quality and timeliness of performance of the services, notwithstanding any permitted or approved
17 delegation hereunder.

18 **9. OWNERSHIP AND MAINTENANCE OF DOCUMENTS.** All documents
19 furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT'S
20 services in respect to this project. They are not intended nor are represented to be suitable for reuse by
21 others except CITY on extensions of this project or on any other project. Any reuse without specific
22 written verification and adoption by CONSULTANT for the specific purposes intended will be at
23 user's sole risk and without liability or legal exposure and expenses to CONSULTANT, including
24 attorney's fees arising out of such unauthorized reuse.

25 CONSULTANT'S records, documents, calculations, and all other instruments of service
26 pertaining to actual project shall be given to CITY at the completion of the project. The CITY
27 reserves the right to specify the file format that electronic document deliverables are presented to the
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1 CITY. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions
2 and other final work products compiled by the CONSULTANT under the Agreement shall be vested
3 in the CITY, none of which shall be used in any manner whatsoever, by any person, firm, corporation,
4 or agency without the expressed written consent of the CITY. Basic survey notes and sketches,
5 charts, computations, and other data prepared or obtained under the Agreement shall be made
6 available, upon request, to the CITY without restriction or limitations on their use. CONSULTANT
7 may retain copies of the above-described information but agrees not to disclose or discuss any
8 information gathered, discussed or generated in any way through this Agreement without the written
9 permission of CITY during the term of this Agreement, unless required by law.

10 **10. INDEMNIFICATION.** CONSULTANT agrees to defend, indemnify and hold
11 harmless the CITY, its officers, officials, employees, agents and volunteers from and against any and
12 all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and
13 other litigation expenses) arising out of the CONSULTANT's performance under the terms of this
14 Agreement. This indemnification obligation on CONSULTANT'S part shall not apply to demands,
15 actions, losses, damages, injuries, and liability arising out of sole negligence or willful misconduct on
16 the part of CITY.

17 **11. INSURANCE.** CONSULTANT shall, at its own expense, procure and maintain in
18 full force at all times during the term of this Agreement the following insurance:

19 **A. Commercial General Liability Coverage.** CONSULTANT shall maintain
20 commercial general liability insurance with limits of no less than one million dollars (\$1,000,000)
21 combined single limit per occurrence or two million dollars (\$2,000,000) aggregate limit for bodily
22 injury, personal injury, and property damage.

23 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile
24 liability insurance covering all vehicles used in the performance of this Agreement providing a one
25 million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury,
26 and property damage.

27 **C. Professional Liability Coverage (Errors and Omissions).** CONSULTANT
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1 shall maintain professional liability insurance with coverage for all negligent errors, acts or omissions
2 committed by CONSULTANT, its agents and employees in the performance of this Agreement. The
3 amount of this insurance shall be not less than one million dollars (\$1,000,000) on a claims made
4 annual aggregate basis or a combined single limit per occurrence basis.

5 **D. Compliance with State Workers' Compensation Requirements.**

6 CONSULTANT covenants that it will insure itself against liability for Workers' Compensation
7 pursuant to the provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all
8 times, upon demand of the City, furnish proof that Workers' Compensation Insurance is being
9 maintained by it in force and effect in accordance with the California Labor Code. The insurer shall
10 also agree to waive all rights of subrogation against the CITY, its officers, officials, employees and
11 volunteers for losses arising from work performed by CONSULTANT for CITY. This provision
12 shall not apply upon written verification by CONSULTANT that CONSULTANT has no employees.

13 **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to

14 contain the following provisions:

15 (1) **Additional Insured.** CITY, its officers, agents, employees, and
16 volunteers are to be covered as an additional insured as respects: Liability arising out of activities
17 performed by or on behalf of CONSULTANT and operations of CONSULTANT, premises owned,
18 occupied, or used by CONSULTANT. The coverage shall contain no special limitations on the scope
19 or protection afforded to CITY, its officers, officials, employees, or volunteers.

20 Except for worker's compensation and professional liability insurance, the policies mentioned
21 in this subsection shall name CITY as an additional insured and provide for notice of cancellation to
22 CITY. CONSULTANT shall also provide timely and prompt notice to CITY if CONSULTANT
23 receives any notice of cancellation or nonrenewal from its insurer.

24 (2) **Primary Coverage.** CONSULTANT'S insurance coverage shall be
25 primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any
26 insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials,
27 employees, or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute

1 with it.

2 (3) **Reporting Provisions.** Any failure to comply with the reporting
3 provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials,
4 employees, or volunteers.

5 (4) **Verification of Coverage.** CONSULTANT shall furnish CITY with
6 certificates of insurance and the original endorsements effecting coverage required by this Agreement.
7 The certificates and endorsements for each insurance policy are to be signed by a person authorized by
8 that insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an
9 insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and
10 shall be delivered to CITY at the time of the execution of this Agreement or before work commences.
11 Such policies and certificates shall be in a form approved by the City Attorney. CITY reserves the
12 right to require complete certified copies of all required insurance policies at any time.

13 **12. TIME OF PERFORMANCE.** The time of performance of the services under this
14 Agreement is of the essence, and all time deadlines identified in this Agreement or Scope of Services
15 shall be strictly construed.

16 **13. SUSPENSION OF WORK.** CITY may, at any time, by ten (10) days' written notice,
17 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for
18 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services
19 performed and reimbursable expenses incurred prior to the suspension date. During the period of
20 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for
21 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

22 **14. TERMINATION.** CITY may terminate this Agreement for any reason upon ten (10)
23 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written
24 notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT
25 shall promptly deliver to the CITY any and all finished and unfinished reports or other written,
26 recorded, photographic, or visual materials, documents, data, and other deliverables ("Work
27 Materials") prepared for the CITY prior to the effective date of such termination, all of which shall
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1 become CITY's sole property. After receipt of the Work Materials, CITY will pay CONSULTANT
2 for the services performed as of the effective date of the termination.

3 **15. COMPLIANCE WITH CIVIL RIGHTS.** During the performance of this contract,
4 CONSULTANT agrees as follows:

5 **A. Equal Employment Opportunity.** In connection with the execution of this
6 Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment
7 because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited
8 to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or
9 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and
10 selection for training including apprenticeship.

11 **B. Nondiscrimination Civil Rights Act of 1964.** CONSULTANT will comply
12 with all federal regulations relative to nondiscrimination in federally assisted programs.

13 **C. Solicitations for Subcontractors including Procurement of Materials and**
14 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by
15 CONSULTANT for work to be performed under a subcontract including procurement of materials or
16 leases of equipment, each potential subcontractor, supplier or lessor shall be notified by
17 CONSULTANT of CONSULTANT'S obligation under this Agreement and the regulations relative to
18 nondiscrimination on the grounds of race, religion, color, sex, or national origin..

19 **16. CONFLICT OF INTEREST.**

20 **A.** CONSULTANT covenants and represents that neither it, nor any officer or
21 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in
22 any manner with the interests of CITY or which would in any way hinder CONSULTANT'S
23 performance of services under this Agreement. CONSULTANT further covenants that in the
24 performance of the Agreement, no person having any such interest shall be employed by it as an
25 officer, employee, agent or subcontractor without the express written consent of the CITY.
26 CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of
27 interest, with the interests of the CITY in the performance of this Agreement.

1 B. CONSULTANT is not a designated employee within the meaning of the
2 Political Reform Act because CONSULTANT:

3 (1) Will conduct research and arrive at conclusions with respect to its rendition
4 of information, advice, recommendation or counsel independent of the control and direction of the
5 CITY or of any CITY official, other than normal contract monitoring; and

6 (2) Possesses no authority with respect to any CITY decision beyond the
7 rendition of information, advice, recommendation or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

8 **17. COMPLIANCE WITH LAWS.** CONSULTANT shall comply with all applicable
9 Federal, State of California, and local laws, rules, and regulations and shall obtain all applicable
10 licenses, including a business license with the City of Concord, and permits for the conduct of its
11 business and the performance of the services.

12 **18. CHOICE OF LAW.** This Agreement shall be construed and interpreted in accordance
13 with the laws of the State of California, excluding any choice of law rules which may direct the
14 application of the laws of another jurisdiction. In the event that suit shall be brought by either party
15 hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the
16 County of Contra Costa, California.

17 **19. NON-WAIVER.** The waiver by either party of any breach of any term, covenant, or
18 condition contained in the Agreement, or any default in their performance of any obligations under the
19 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other
20 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default
21 constitute a continuing waiver of same.

22 **20. ENFORCEABILITY; INTERPRETATION.** In the event that any of the provisions
23 or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by
24 a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment
25 in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The
26 illegality or invalidity of any of the provisions or portions of application of any of the provisions of
27 the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of
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1 application of any of the provisions of the Agreement. This Agreement shall be interpreted as though
2 it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the
3 ground that said party was solely or primarily responsible for drafting the language to be interpreted.

4 **21. INTEGRATION.** All exhibits identified in this Agreement are attached hereto and
5 incorporated herein by reference. The Agreement contains the entire agreement and understanding
6 between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or
7 contemporaneous agreements, commitments, representation, writings, and discussions between
8 CONSULTANT and CITY, whether oral or written.

9 **22. SUCCESSORS AND ASSIGNS: NO THIRD PARTY BENEFICIARIES; NO**
10 **JOINT VENTURE.** CITY and CONSULTANT respectively, bind themselves, their successors,
11 assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT
12 shall not assign or transfer any interest in the Agreement without the CITY's prior written consent,
13 which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach
14 of this provision shall be void. This Agreement is not intended and shall not be construed to create
15 any third party benefit. This Agreement is not intended and shall not be construed to create a joint
16 venture or partnership between the parties. CONSULTANT, its officers, employees and agents shall
17 not have any power to bind or commit the CITY to any decision.

18 **23. FINANCIAL RECORDS.** Records of CONSULTANT's direct labor costs, payroll
19 costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on
20 a generally recognized accounting basis and made available to CITY if and when required.

21 **24. NOTICES.** All notices required hereunder shall be in writing and mailed postage
22 prepaid by certified or registered mail, return receipt requested, or by personal delivery to the CITY's
23 address as shown below, or such other places as CITY or CONSULTANT may, from time to time,
24 respectively, designate in a written notice given to the other. Notice shall be deemed received three
25 (3) days after the date of the mailing thereof or upon personal delivery.

26 To CITY:

Robert Ovadia, City Engineer
Community & Economic Development Department

1 **City of Concord**
2 **1950 Parkside Drive**
3 **Concord, CA 94519-2578**
4 **Phone: (925) 671-3470**
5 **Fax: (925) 798-9692**

6 To CONSULTANT:

7 **Randell Harrison, President**
8 **Harrison Engineering Inc.**
9 **399 Taylor Boulevard, Suite 100**
10 **Pleasant Hill, CA 94523**
11 **Phone: (925) 691-0450**

12 **25. NON-LIABILITY.** No member of the CITY and no other officer, employee or agent
13 of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or
14 breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in
15 interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

16 **26. EXECUTION.** Each individual or entity executing this Agreement on behalf of
17 CONSULTANT represents and warrants that he or she or it is duly authorized to execute and deliver
18 this Agreement on behalf of CONSULTANT and that such execution is binding upon
19 CONSULTANT.

20 This Agreement may be executed in several counterparts, each of which shall constitute one
21 and the same instrument and shall become binding upon the parties when at least one copy hereof
22 shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary
23 to produce or account for more than one such counterpart.

24 **IN WITNESS WHEREOF,** the parties have executed this Agreement in one (1) or more
25 copies as of the date and year first written above.

26 **CONSULTANT**

27 **CITY OF CONCORD, a Municipal**
28 **Corporation**

29 By: _____
30 Name: Randell Harrison
31 Title: President
32 Address: 399 Taylor Boulevard, Suite 100
33 Pleasant Hill, CA 94523
34 Telephone: (925) 691-0450

35 By: _____
36 Name: Valerie Barone
37 Title: City Manager
38 Address: 1950 Parkside Drive
39 Concord, CA 94519
40 Telephone: (925) 671-3470

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APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

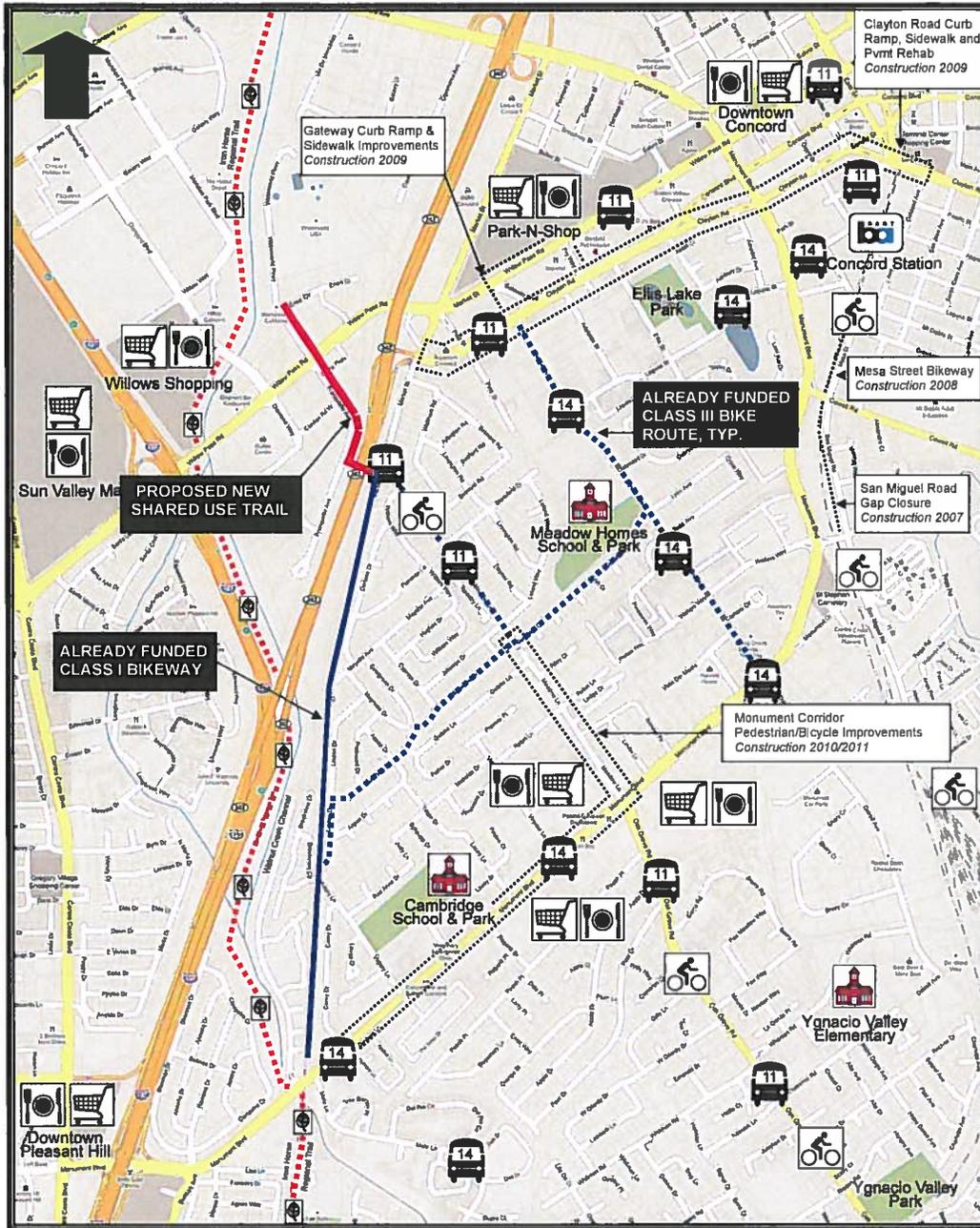
Date: _____, 2015

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEAR 2014/15 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT. THE SUM OF **\$56,000.**

Account Code: 4799500C999/4792307111-74500

Finance Director's Signature

FRANQUETTE PEDESTRIAN AND BICYCLE TRAIL CONNECTION PROJECT



LEGEND

- | | | | | | |
|---|---------------------|---|-------------------------------|---|--------------------------|
|  | School |  | Shopping |  | Other Related Projects |
|  | Restaurant |  | Iron Horse Regional Trail |  | Proposed Class I Bikeway |
|  | Existing Bike Route |  | Proposed Class III Bike Route | | |
|  | Bus Route and No. | | | | |

PROJECT SETTING