

**JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN CONTRA COSTA COUNTY AND THE CITY OF WALNUT CREEK
FOR THE SAN MIGUEL DRIVE PEDESTRIAN PATH PROJECT**

This JOINT EXERCISE OF POWERS AGREEMENT (“AGREEMENT”), dated as of the ____ day of _____, 2024 (“EFFECTIVE DATE”), is entered into by Contra Costa County, a political subdivision of the State of California (“COUNTY”), and the City of Walnut Creek, California, a municipal corporation (“CITY”). COUNTY and CITY are sometimes referred to herein together as the “PARTIES,” and each as a “PARTY.”

RECITALS

- A. The San Miguel Drive Pedestrian Path Project (the “PROJECT”) is a project to realign and improve San Miguel Drive from the Newell Avenue/El Mirador intersection to Blackwood Drive within the City of Walnut Creek and from Blackwood Drive to Adeline Drive in unincorporated Contra Costa, shown in Exhibit A, attached hereto and incorporated herein by reference. The PROJECT is located entirely within unincorporated Contra Costa County and incorporated City of Walnut Creek.
- B. COUNTY adopted Ordinance No. 2021-37 on November 9, 2021, reestablishing the Central County Area of Benefit (AOB) and revising transportation mitigation fees for transportation improvements needed to mitigate impacts of new development in the AOB boundary. The PROJECT is identified on the Central County AOB project list, and sufficient funding has been secured to construct the PROJECT.
- C. COUNTY and CITY intend to define herein the understanding by which COUNTY and CITY are to implement the PROJECT phases described herein. This AGREEMENT describes how the PARTIES will exercise powers common to them within their respective jurisdictions to complete PROJECT-related preliminary design, detailed design, preliminary engineering, environmental clearance and any necessary right of way acquisition. As further described in this AGREEMENT, the PARTIES intend for PROJECT construction to occur after the PARTIES mutually agree to proceed to that PROJECT phase, following any required environmental review under the California Environmental Quality Act (“CEQA”).

AGREEMENT

Now, therefore, in consideration of the mutual covenants and conditions identified herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CITY agree as follows:

1. PURPOSE. This AGREEMENT is entered into pursuant to Government Code section 6500, *et seq.*, Code of Civil Procedure section 1240.140, Streets and Highways Code sections 943 and 1810, and other applicable laws, to provide for the PARTIES’ exercise of their shared powers for the purpose of completing the PROJECT within their respective jurisdictions. This AGREEMENT sets forth the PARTIES’ obligations to complete activities and pay costs

related to PROJECT-related design, environmental documentation and permitting, any necessary right of way acquisition, and construction within their jurisdictions. The estimated PROJECT costs, and approximate allocation of those costs between the PARTIES, are shown in Exhibit B attached hereto and incorporated herein by reference.

2. TERM; EXPIRATION. The term of this AGREEMENT begins on the EFFECTIVE DATE, and it expires upon the CITY's acceptance of the PROJECT as complete under Section 7, unless this AGREEMENT is terminated earlier in accordance with Section 3(g) or Section 12.
3. PRELIMINARY AND FINAL ENGINEERING; ENVIRONMENTAL REVIEW.
 - a. County's Obligations. COUNTY shall complete PROJECT preliminary and final design engineering, environmental processing and review, and right-of-way engineering.
 - b. CEQA. COUNTY shall act as the lead agency for the PROJECT for purposes of the California Environmental Quality Act ("CEQA"), and it shall complete all appropriate environmental review under CEQA, as determined by COUNTY, prior to advertising for bids for the PROJECT. CITY shall determine whether it meets the requirements of a responsible agency under CEQA, and, if such requirements are met, CITY shall appropriately participate during PROJECT CEQA environmental review in the capacity of a CEQA responsible agency.
 - c. Project PS&E. COUNTY shall submit to CITY for review 35%, 65%, and 95% plans, specifications, and estimates (each "PS&E"). CITY shall review and comment on each COUNTY submittal within thirty (30) days of receipt of the submittal from the COUNTY.
 - d. Compliance with City Standards. For that portion of the PROJECT within CITY's jurisdiction, COUNTY shall perform all engineering and design work to the satisfaction of CITY, in accordance with CITY standards and requirements, and in accordance with all applicable State of California, Department of Transportation standard plans and specifications. CITY shall have approval authority over the PROJECT PS&E for that portion of the PROJECT within the CITY's jurisdiction.
 - e. Discretionary Approvals. Neither COUNTY nor CITY will make any discretionary decision with respect to any portion of the PROJECT until after COUNTY's and CITY's respective legislative bodies have approved the PROJECT environmental document(s). COUNTY shall not solicit bids for PROJECT construction until after COUNTY's and CITY's legislative bodies approve the PROJECT PS&Es under Section 3(f).
 - f. Approval of Final PS&Es. Before PROJECT construction begins: the final PS&E for the portion of the PROJECT in COUNTY's jurisdiction shall be approved by either COUNTY's Board of Supervisors, or by a COUNTY employee who is authorized to exercise discretionary authority to give such approval in conformity with COUNTY standards, as determined by COUNTY in its sole discretion; and the final PS&E for the portion of the PROJECT in CITY's jurisdiction shall be approved by either CITY's City Council, or by a CITY employee who is authorized to exercise discretionary authority to

give such authority in conformity with CITY standards, as determined by CITY in its sole discretion.

- g. City's Ability to Terminate Before Right of Way Acquisition Begins. If, at any time before COUNTY commences any PROJECT Right of Way Activities (defined in Section 4(a), below), CITY determines that it does not have sufficient financial resources to proceed with the PROJECT, CITY may terminate this AGREEMENT by providing written notice to COUNTY. Otherwise, this AGREEMENT may only be terminated under Section 12 (Termination).

4. RIGHT-OF-WAY ACTIVITIES.

- a. Designation of Party to Perform Right of Way Activities. Pursuant to Code of Civil Procedure section 1240.140, COUNTY is hereby designated as the PARTY to acquire all property and property interests required for the PROJECT within the PARTIES' jurisdictions, by eminent domain or otherwise, by and through the COUNTY's Board of Supervisors, COUNTY officials and departments, and COUNTY's attorneys, including outside counsel (collectively, "Right of Way Activities").
 - i. COUNTY shall perform all Right of Way Activities for the PROJECT, which may include but may not be limited to acquisition of right of way, slope easements, utility easement, license agreements, temporary construction easements, right of entry permits, storm drainage easements, drainage releases, relinquishment of abutter's rights, and floating easements for maintenance.
 - ii. COUNTY's Board of Supervisors may consider adopting a resolution of necessity in accordance with all applicable legal requirements. COUNTY's Board of Supervisors will exercise its independent discretion in determining whether to adopt any resolution of necessity. Nothing in the AGREEMENT commits the Board of Supervisors to adopting any resolution of necessity.
 - iii. COUNTY shall be the PARTY responsible for conducting all public hearings to the end of adopting a resolution of necessity, and for taking all steps necessary to pursue to conclusion eminent domain proceedings as may be necessary to obtain property and property interests for or relating to the PROJECT, and, in connection therewith, for entering into any and all contracts to obtain performance of all legal (including outside counsel), engineering, appraisal, right-of-way, relocation assistance, expert valuation, and related services (also, collectively, "Right of Way Activities").
- b. City's Acceptance of Project Right of Way. Within ninety (90) days after COUNTY acquires any property or property interests required for the portion of the PROJECT within CITY's jurisdiction, COUNTY shall transfer to CITY, and CITY shall accept from COUNTY, title to said property or property interests.
- c. Survival. The obligations in this Section 4 shall survive the expiration or termination of

this AGREEMENT.

5. PROJECT CONSTRUCTION. The PARTIES agree that COUNTY will not advertise the PROJECT to solicit bids until after both PARTIES' authorized representatives mutually agree in writing to proceed to PROJECT bidding ("Notice to Proceed to Bid"). Each PARTY shall require its authorized representative to not unreasonably withhold agreement to proceed to PROJECT bidding. Upon the execution of the Notice to Proceed to Bid by both PARTIES, the PARTIES' obligations under Section 5 become effective, as further described in this section.
 - a. County as Lead for Construction. COUNTY shall act as lead agency for the PROJECT for construction purposes, and it shall be responsible for the overall management, advertisement, and PROJECT construction contract ("PROJECT Construction Contract") award. COUNTY shall be responsible for all PROJECT-related contract administration for construction-related activities within the jurisdictional boundaries of the COUNTY and CITY, and for ensuring that the PROJECT is constructed in compliance with all applicable local, state, and federal laws applicable to COUNTY and CITY, including without limitation the applicable provisions of the California Public Contract Code and the California Labor Code.
 - b. Parties' Review of Bids and Financial Impacts. Within five (5) days after the PROJECT Construction Contract bid submission deadline, and before COUNTY considers awarding a PROJECT Construction Contract to the lowest responsible bidder, COUNTY will notify CITY regarding the amount of the bid from the apparent lowest responsive and responsible bidder and the anticipated amount of the CITY CONSTRUCTION COSTS that CITY would be required to pay under this AGREEMENT. If, within ten (10) days after receiving that information, CITY's authorized representative reasonably determines that CITY does not have sufficient available financial resources to fund the remaining CITY PRE-CONSTRUCTION COSTS and the CITY CONSTRUCTION COSTS, the PARTIES' authorized representatives will negotiate in good faith regarding an amendment to Sections 6(a) and 6(b) of this AGREEMENT to include terms addressing the cost structure for and time period in which CITY will reimburse COUNTY for the difference between (a) the amount of remaining CITY PRE-CONSTRUCTION COSTS, plus the CITY CONSTRUCTION COSTS that the CITY is required to pay under this AGREEMENT, minus (b) CITY's then available financial resources for remaining CITY PRE-CONSTRUCTION COSTS and CITY CONSTRUCTION COSTS. Nothing in this AGREEMENT requires COUNTY's Board of Supervisors to exercise its discretion in any particular way in response to, or after considering, PROJECT Construction Contract bids that COUNTY receives; and COUNTY reserves the right for its Board of Supervisors to award a contract to the lowest responsive and responsible bidder, as determined by COUNTY, or to reject all bids received, or to take any other discretionary action authorized by law.
 - c. Issuance of City Encroachment Permit. Upon request by COUNTY or its contractor, CITY shall issue an encroachment permit to COUNTY's contractor for all improvements constructed under the PROJECT within the jurisdictional boundaries of the CITY, at no

fee to COUNTY or its contractor.

- d. City as Additional Insured. COUNTY shall require the PROJECT construction contractor to maintain, at a minimum, the policies of insurance, at the specified limits, set forth in Exhibit C, attached hereto. COUNTY shall require its PROJECT contractor to name the CITY, its elected officials, officers, directors, employees, agents, and representatives as additional insureds under each insurance policy. Following construction contract award and before construction of the PROJECT begins, the COUNTY shall provide the CITY, or the COUNTY shall require the PROJECT construction contractor to provide the CITY, a certificate of insurance that meets the requirements of this section.
- e. City as Additional Indemnatee. COUNTY shall require its PROJECT construction contractor to indemnify, defend, and hold harmless CITY to the same extent that the contractor is required to indemnify, defend, and hold harmless COUNTY.
- f. Bonds. COUNTY shall require its PROJECT contractor to obtain payment and performance bonds that name both COUNTY and CITY as obligees under the bonds.
- g. Warranty. COUNTY shall require its PROJECT contractor to guarantee to COUNTY and CITY, for a period of one (1) year following acceptance of the PROJECT by COUNTY under Section 7, that the PROJECT is constructed in accordance with the final and as-built PROJECT PS&E, is and will be free from defects, and will perform satisfactorily in accordance with COUNTY and CITY standards and requirements.
- h. Qualified Representatives. Each of COUNTY and CITY shall designate representatives for all construction-related communications between COUNTY and CITY during the PROJECT construction phase. For PROJECT features within CITY's jurisdiction, CITY may elect to authorize its qualified representative to have authority to accept or reject work or materials, or to order any actions needed for public safety or the preservation of property, and to assure compliance with all provisions of the CITY's encroachment permit. CITY's representative shall have no direct contact with COUNTY's contractor without COUNTY's permission, and CITY's representative shall make all comments and recommendations to the COUNTY's representative.
- i. Project Change Orders. COUNTY shall administer all PROJECT change orders. For any PROJECT change order affecting portions of the PROJECT within CITY's jurisdiction, COUNTY's authorized representative will provide CITY's authorized representative a copy of the proposed change order; and CITY's authorized representative shall respond to the proposed change order within five (5) days after receiving the proposed change order from COUNTY. CITY shall require its authorized representative to not unreasonably withhold approval of any PROJECT change order affecting portions of the PROJECT within CITY's jurisdiction.
- j. Unanticipated Physical Conditions. Notwithstanding Section 5(i), if PROJECT changes in CITY's jurisdiction are required due to unanticipated physical conditions of property required for the PROJECT, and if those PROJECT changes would cause the CITY

CONSTRUCTION COSTS to exceed the amount in Exhibit B, the PARTIES' authorized representatives shall meet and confer regarding proposed PROJECT changes within five (5) days after COUNTY notifies CITY about those PROJECT changes. If CITY's authorized representative reasonably determines that CITY does not have sufficient available financial resources to fund the increased costs associated with the proposed PROJECT changes, the PARTIES' authorized representatives will negotiate in good faith regarding an amendment to Section 6(b) of this AGREEMENT to include terms addressing the cost structure for and time period under which CITY will reimburse COUNTY for the increased costs attributable to the proposed PROJECT changes.

- k. Disputes with the Project Contractor. In the event of a dispute between COUNTY and the COUNTY's PROJECT construction contractor that could increase the CITY CONSTRUCTION COSTS beyond those listed in Exhibit B, or that could expose CITY to other financial liability not included in Exhibit B, the PARTIES authorized representatives shall negotiate in good faith in an effort to resolve the dispute to their reasonable satisfaction.

6. FINANCIAL RESPONSIBILITY, INVOICING, AND PAYMENT.

- a. Pre-Construction Costs. CITY shall pay COUNTY the actual costs for all pre-construction activities for that portion of the PROJECT within CITY's jurisdiction (collectively "CITY PRE-CONSTRUCTION COSTS"), provided that the CITY's PRE-CONSTRUCTION COSTS shall not exceed the lesser amount of either twenty-five percent (25%) of the CITY CONSTRUCTION COSTS defined in Section 6(b) or \$125,000.00. CITY PRE-CONSTRUCTION COSTS include all of preliminary and final engineering, including work to obtain environmental clearance and permits, and all Right of Way Activities, as applicable. CITY PRE-CONSTRUCTION COSTS excludes direct costs associated with right-of-way acquisition such as the direct cost of temporary construction easements, permanent easements, etc. Right-of-way acquisition direct costs within the CITY's jurisdiction shall be paid by the CITY. The CITY PRE-CONSTRUCTION COSTS are estimated and shown in Exhibit B, attached hereto (currently, line items for the "PE Phase" and "R/W Phase" excluding direct costs associated with right-of-way acquisition).
- b. Construction Costs. CITY shall pay COUNTY the actual costs to construct and administer the construction of that portion of the PROJECT in CITY's jurisdiction ("CITY CONSTRUCTION COSTS"). The CITY CONSTRUCTION COSTS are estimated and shown in Exhibit B (currently, line items for the "CON Phase"). Immediately after COUNTY's award of the PROJECT Construction Contract, the PARTIES agree to replace Exhibit B with a new Exhibit B, in accordance with Section 6(d).
- c. Invoicing and Payment. COUNTY shall invoice CITY after the following events for all costs incurred by COUNTY: (a) approval of Final PS&Es as specified in Section 3(f); and (b) completion and acceptance as specified in Section 7. CITY shall pay the amount stated on an invoice within forty-five (45) days after receiving the invoice from COUNTY.
- d. Updating Exhibit B. As of the EFFECTIVE DATE, Exhibit B includes the estimated cost

of the PROJECT for both PARTIES. This amount represents the anticipated cost for budgeting purposes, but the amount may not represent the actual cost to complete the PROJECT. The PARTIES' authorized representatives may agree to replace Exhibit B with a new Exhibit B whenever they deem necessary to update the PROJECT scope of work, cost estimates, and cost allocation shown in Exhibit B. The PARTIES agree that Exhibit B shall be replaced following the award of a PROJECT Construction Contract and after each PROJECT change order. Each new Exhibit B must be signed by authorized representatives of both PARTIES, which shall cause it to be incorporated into this AGREEMENT. The PARTIES acknowledge that a new Exhibit B may include new line items in addition to those referenced in Sections 6(a) and 6(b).

- e. Survival. The obligations in this Section 6 shall survive the expiration or termination of this AGREEMENT.
7. COMPLETION & ACCEPTANCE. Upon completion of PROJECT construction, as determined by COUNTY, CITY and COUNTY representatives shall conduct a joint final inspection of the PROJECT prior to acceptance of improvements as complete. Following the joint final inspection COUNTY's Board of Supervisors shall consider accepting the PROJECT as complete. Within thirty (30) days after COUNTY accepts the PROJECT as complete, CITY's City Council shall consider accepting the portions of the PROJECT in the CITY as complete, which acceptance shall not be unreasonably withheld. After COUNTY accepts the PROJECT as complete, COUNTY shall provide CITY copies of all as-built drawings for the PROJECT improvements.
8. RELEASE OF WARRANTY. Prior to expiration of the one-year warranty period for the contractor's warranty referenced in Section 5(h), COUNTY's and CITY's authorized representatives shall conduct a joint inspection of the PROJECT. The purpose of this joint inspection is to determine whether the PROJECT has performed during the one-year warranty period to COUNTY's and CITY's satisfaction. After this joint final inspection, CITY shall provide COUNTY written concurrence for a release of the warranty bond for the PROJECT, which concurrence shall not unreasonably be withheld. Upon receipt of CITY's written concurrence, COUNTY may release the warranty bond for the PROJECT. The obligations in this Section 8 shall survive the expiration of this AGREEMENT.
9. OWNERSHIP AND MAINTENANCE; INDEMNITY.
 - a. County's Obligations. After COUNTY accepts the PROJECT as complete under Section 7, COUNTY shall own and maintain the portion of the PROJECT located in COUNTY's jurisdictional boundaries, shall assume total responsibility for that portion of the PROJECT, and shall defend, indemnify, save, and hold harmless CITY, its governing body, officers, agents, and employees, from and against all claims, demands, suits, costs, expenses and liability for any damages, injury, sickness, or death ("Liabilities") arising out of or related to the design, construction, use, operation, or maintenance of the portion of the PROJECT located in COUNTY's jurisdictional boundaries.

- b. City's Obligations. After CITY accepts the PROJECT as complete under Section 7, CITY shall own and maintain the portion of the PROJECT located in CITY's jurisdictional boundaries, shall assume total responsibility for that portion of the PROJECT, and shall defend, indemnify, save, and hold harmless COUNTY, its governing body, officers, agents, and employees, from and against all Liabilities arising out of or related to the design, construction, use, operation, or maintenance of the portion of the PROJECT located in the CITY's jurisdictional boundaries.
- c. Survival. The obligations in this Section 9 are in addition to the obligations in Section 10. If there is any conflict between a PARTY's obligations in this Section 9 and the PARTY's obligations in Section 10, the conflicting obligation in this Section 9 shall prevail and govern. The obligations in this Section 9 shall survive the expiration or termination of this AGREEMENT.

10. HOLD HARMLESS.

- a. Standard of Care. 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. City's Obligations. CITY shall defend, indemnify, and hold harmless COUNTY, and its governing body, officers, agents, and employees, from and against that portion of any Liabilities related to or arising out of CITY's performance of its obligations under this AGREEMENT.
- c. County's Obligations. COUNTY shall defend, indemnify, and hold harmless CITY, and its governing body, officers, agents, and employees, from and against that portion of any Liabilities related to or arising out of COUNTY's performance of its obligations under this AGREEMENT.
- d. Survival. The obligations of this Section 10 shall survive the termination or expiration of this AGREEMENT. If there is any conflict between a PARTY's obligations in this Section 10 and the PARTY's obligations in Section 9, the conflicting obligation in Section 9 shall prevail and govern.

11. MODIFICATION. This AGREEMENT may not be modified or amended except in a writing signed by all PARTIES hereto. However, the PARTIES' authorized representatives may modify this AGREEMENT by updating Exhibit B, as described in and pursuant to Section 6(d).

12. TERMINATION.

- a. Termination for Cause. If either PARTY reasonably determines that the other PARTY (a) is unable to fulfill the terms of the AGREEMENT, (b) is violating or has violated any laws pertaining to the AGREEMENT or PROJECT, or (c) has failed to cooperate with the other PARTY in accordance with the terms of the AGREEMENT, the aggrieved PARTY shall

give the other PARTY written notice specifying the reasons for that determination. Within 10 days thereafter, each PARTY's designated representative shall meet and cooperate in good faith to attempt to resolve the issue or issues specified in the notice. If the issue or issues cannot be resolved to the reasonable satisfaction of both PARTIES, the aggrieved PARTY may terminate this AGREEMENT immediately upon written notice to the other PARTY.

- b. Termination upon Mutual Agreement. Except to the extent this AGREEMENT provides otherwise, the PARTIES may terminate this AGREEMENT by mutual written agreement.
- c. City's Obligations. If this AGREEMENT is terminated, CITY shall pay COUNTY for costs incurred in connection with the PROJECT up to the date of termination, in accordance with Section 6.

- 13. NO THIRD-PARTY BENEFICIARIES. Nothing in this AGREEMENT, express or implied, is intended to confer on any person, other than the PARTIES and their successors and assigns, any rights or remedies by reason of this AGREEMENT.
- 14. AGREEMENT CONSTRUCTION. The section headings and captions of this AGREEMENT are, and the arrangement of this AGREEMENT is, for the sole convenience of the PARTIES to this AGREEMENT. The section headings, captions, and arrangement of this AGREEMENT do not in any way affect, limit, amplify, or modify the terms and provisions of this AGREEMENT. This AGREEMENT shall not be construed as if it had been prepared by one of the PARTIES, but, rather, as if all PARTIES have prepared it. The PARTIES to this AGREEMENT and their attorneys have read and reviewed this AGREEMENT and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this AGREEMENT.
- 15. 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.
- 16. 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 both PARTIES. Faxed signatures on this AGREEMENT or any notice, consent, or amendment required under this AGREEMENT are binding.
- 17. 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:

COUNTY:

CITY:

Brian Balbas, Public Works Director
255 Glacier Drive
Martinez, CA 94553-4825
Fax: (925) 313-2333

Heather Ballenger, Public Works Director
1666 North Main Street
Walnut Creek, CA 94956
Fax: (925) XXX-XXXX

or to such other addresses as the COUNTY and CITY may respectively designate by written notice to the other PARTY. Notice shall be deemed given on the same day if it is personally delivered, on the next day if it is delivered by overnight delivery, or on the fifth (5th) day after the postmark date if it is given by U.S. Mail.

18. GOVERNING LAW. This AGREEMENT will be governed and construed in accordance with California law.
19. WAIVER. A waiver or breach of any covenant or provision in this AGREEMENT will not be deemed a waiver of any other covenant or provision in this AGREEMENT, and no waiver will be valid unless in writing and executed by the waiving PARTY.
20. SEVERABILITY. If any term or provision of this AGREEMENT is, to any extent, held invalid or unenforceable by a court of competent jurisdiction, this AGREEMENT shall be construed as not containing that term, and the remainder of this AGREEMENT shall remain in full force and effect; provided, however, this section shall not be applied to the extent that it would result in a frustration of the PARTIES' intent under this AGREEMENT.
21. ASSIGNMENT AND DELEGATION. This AGREEMENT, and any portion hereof, shall not be assigned or transferred, nor shall all or any part of a PARTY's duties be delegated, without the written consent of the other PARTY. Any attempt to assign or delegate this AGREEMENT or any part hereof without the prior written consent of the other PARTY shall be void and of no force or effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment.
22. FURTHER ASSURANCES. Whenever requested to do so by the other PARTY, each PARTY will execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all obligations, conveyances, transfers, and assignments under this AGREEMENT, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this AGREEMENT.
23. COUNTERPARTS. This AGREEMENT may be executed in counterparts that, together, constitute one and the same instrument.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the PARTIES have each executed this AGREEMENT as of the EFFECTIVE DATE.

CONTRA COSTA COUNTY:

CITY OF WALNUT CREEK:

By: _____
Warren Lai
Public Works Director

By: _____
Dan Buckshi
City Manager

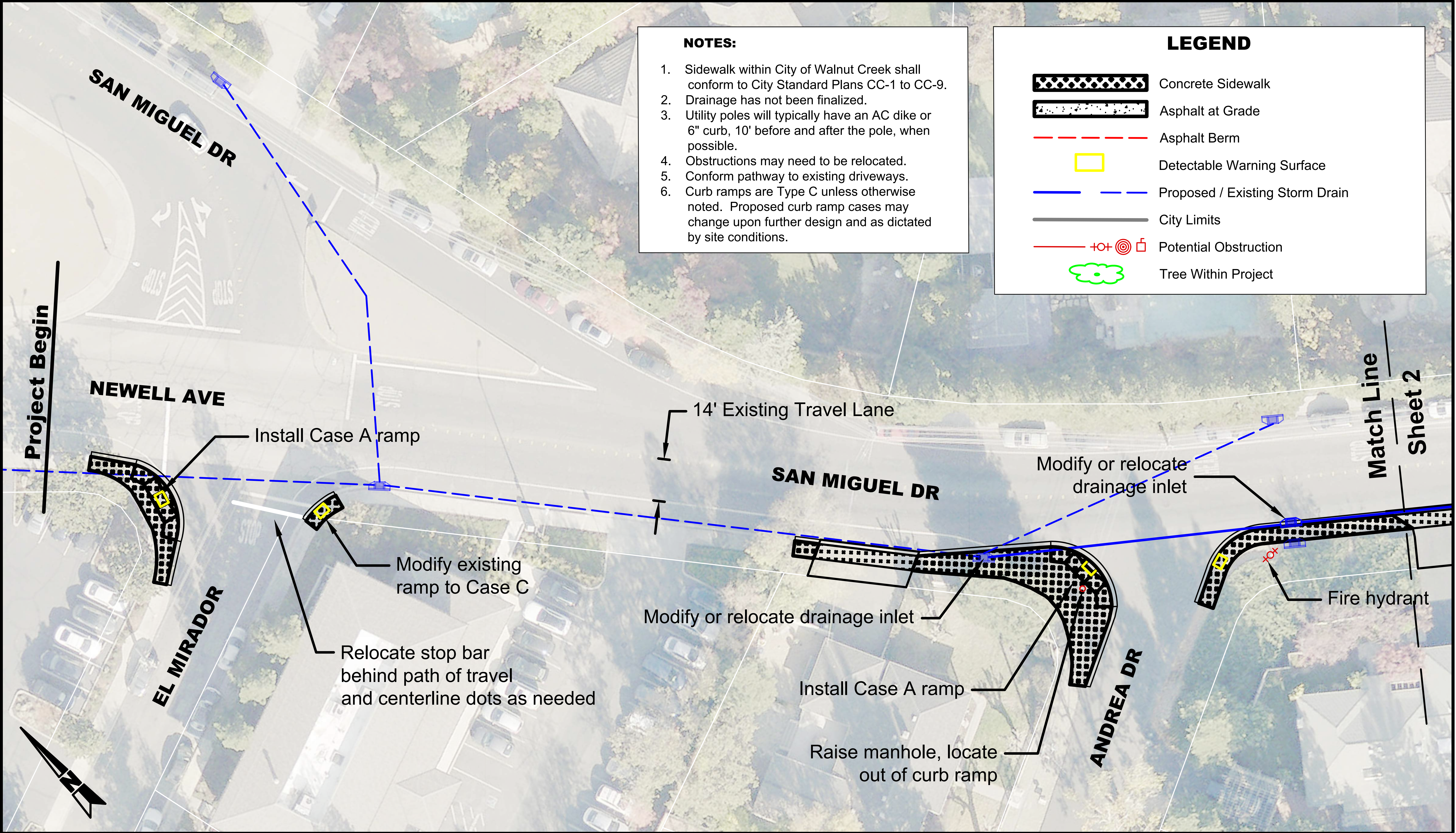
APPROVED AS TO FORM:
Thomas L. Geiger
County Counsel

APPROVED AS TO FORM:

By: _____
County Counsel

By: _____
City Attorney

Exhibit A



- NOTES:**
- 1. Sidewalk within City of Walnut Creek shall conform to City Standard Plans CC-1 to CC-9.
 - 2. Drainage has not been finalized.
 - 3. Utility poles will typically have an AC dike or 6" curb, 10' before and after the pole, when possible.
 - 4. Obstructions may need to be relocated.
 - 5. Conform pathway to existing driveways.
 - 6. Curb ramps are Type C unless otherwise noted. Proposed curb ramp cases may change upon further design and as dictated by site conditions.

LEGEND

	Concrete Sidewalk
	Asphalt at Grade
	Asphalt Berm
	Detectable Warning Surface
	Proposed / Existing Storm Drain
	City Limits
	Potential Obstruction
	Tree Within Project

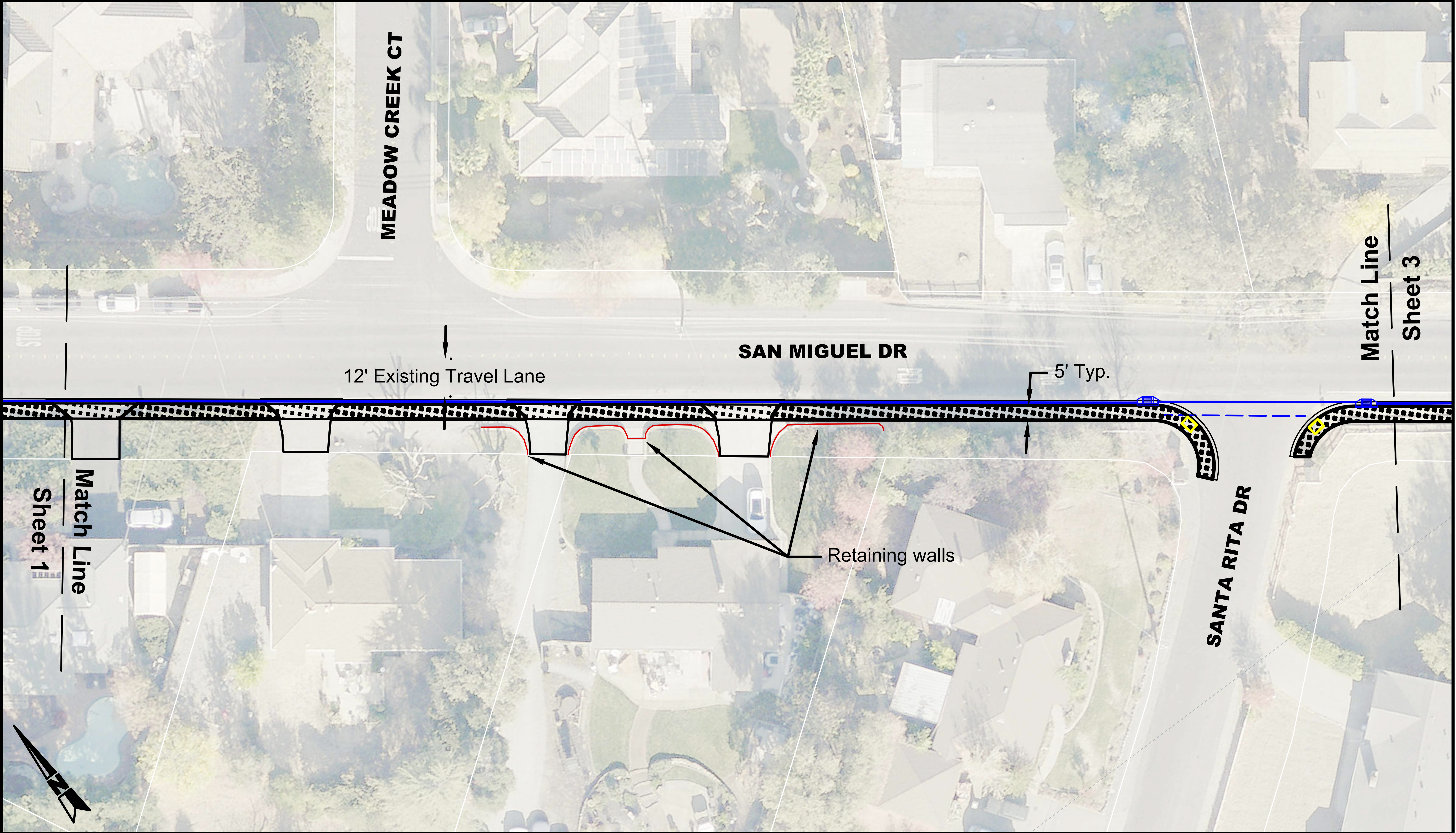
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Contra Costa County
Public Works Department
255 Glacier Drive Martinez, CA 94553
PH: (925) 313-2000 FAX: (925) 313-2333

CONCEPTUAL PLAN	DRAWN BY: JL	DATE: 09/12/2023	SCALE: 1" = 15'
SAN MIGUEL DRIVE PEDESTRIAN PATH	CHECKED BY: JS	SHEET: 1 OF 5	
NEWELL AVENUE TO ADELINE DRIVE	CAD FILE: SAN MIGUEL DRIVE PED PATH		

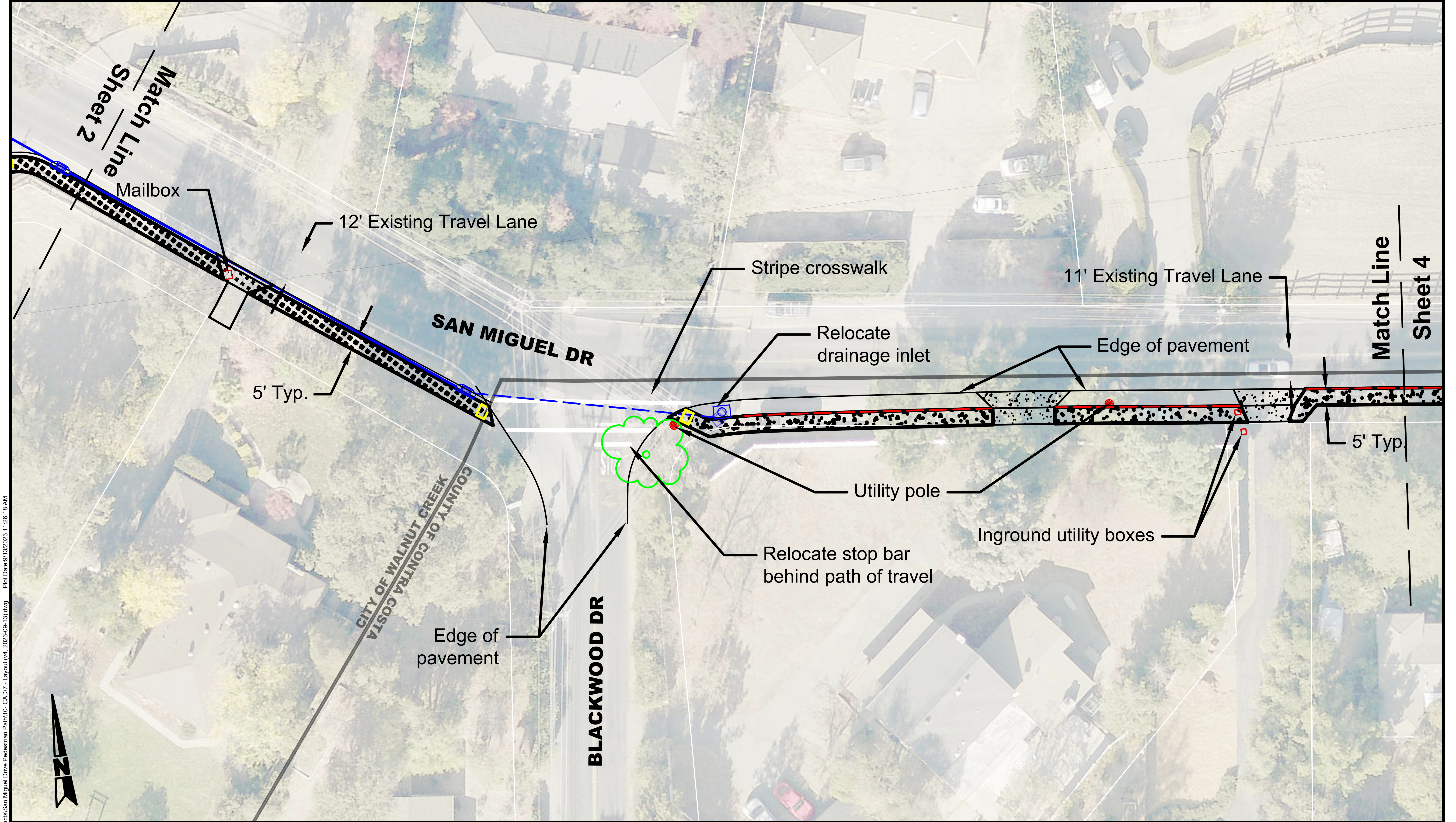
Exhibit A



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 <div>Contra Costa County Public Works Department 255 Glacier Drive Martinez, CA 94553 PH: (925) 313-2000 FAX: (925) 313-2333</div>	CONCEPTUAL PLAN		DRAWN BY: JL	DATE: 09/12/2023	SCALE: 1" = 15'
	SAN MIGUEL DRIVE PEDESTRIAN PATH		CHECKED BY: JS	SHEET: 2 OF 5	
	NEWELL AVENUE TO ADELINE DRIVE			CAD FILE: SAN MIGUEL DRIVE PED PATH	

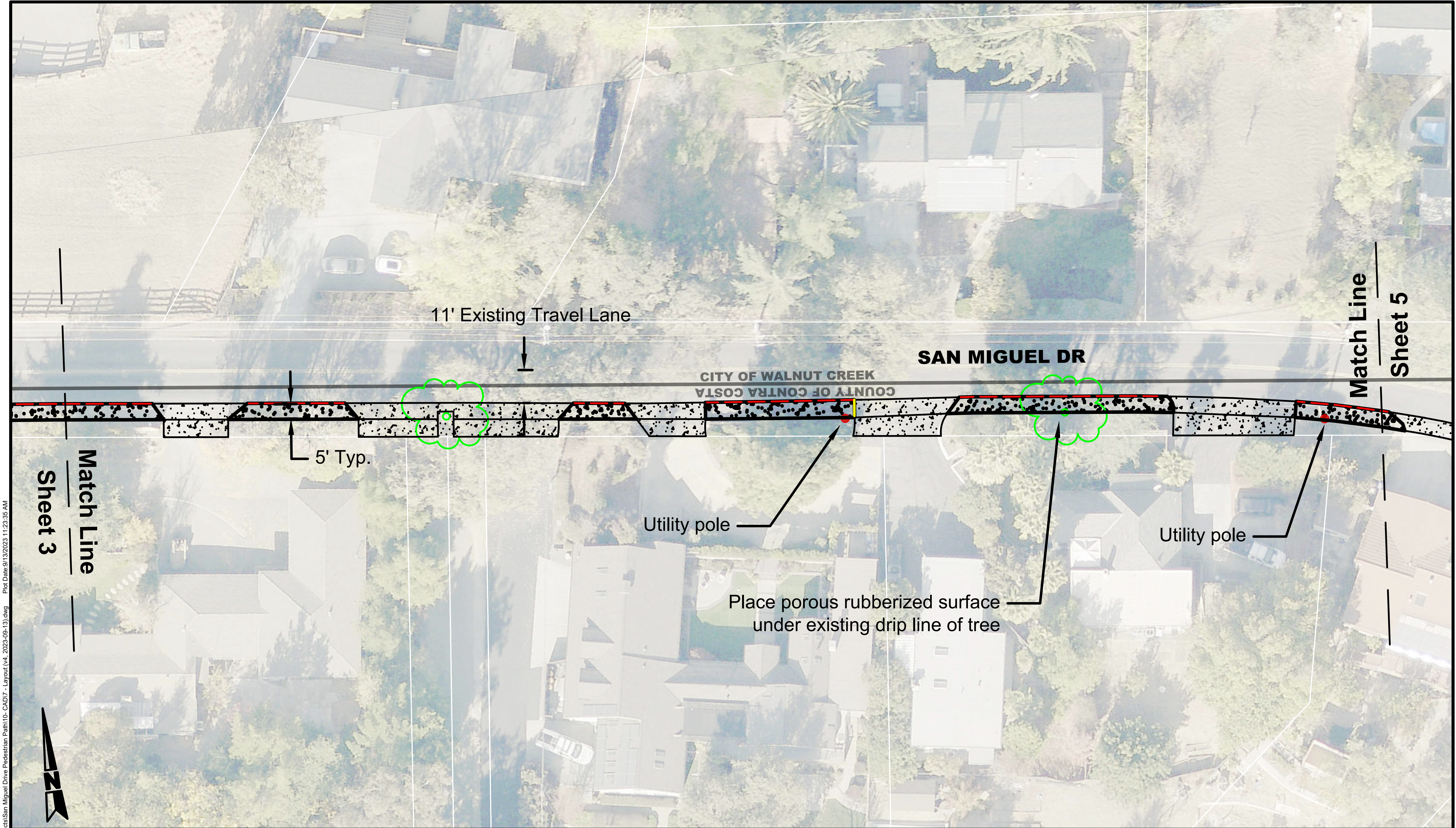
Exhibit A



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 <div>Contra Costa County Public Works Department 255 Glacier Drive Martinez, CA 94553 PH: (925) 313-2000 FAX: (925) 313-2333</div>	CONCEPTUAL PLAN		DRAWN BY: JL	DATE: 09/12/2023	SCALE: 1" = 15'
	SAN MIGUEL DRIVE PEDESTRIAN PATH		CHECKED BY: JS	SHEET: 3 OF 5	
	NEWELL AVENUE TO ADELINE DRIVE		CAD FILE: SAN MIGUEL DRIVE PED PATH		

Exhibit A



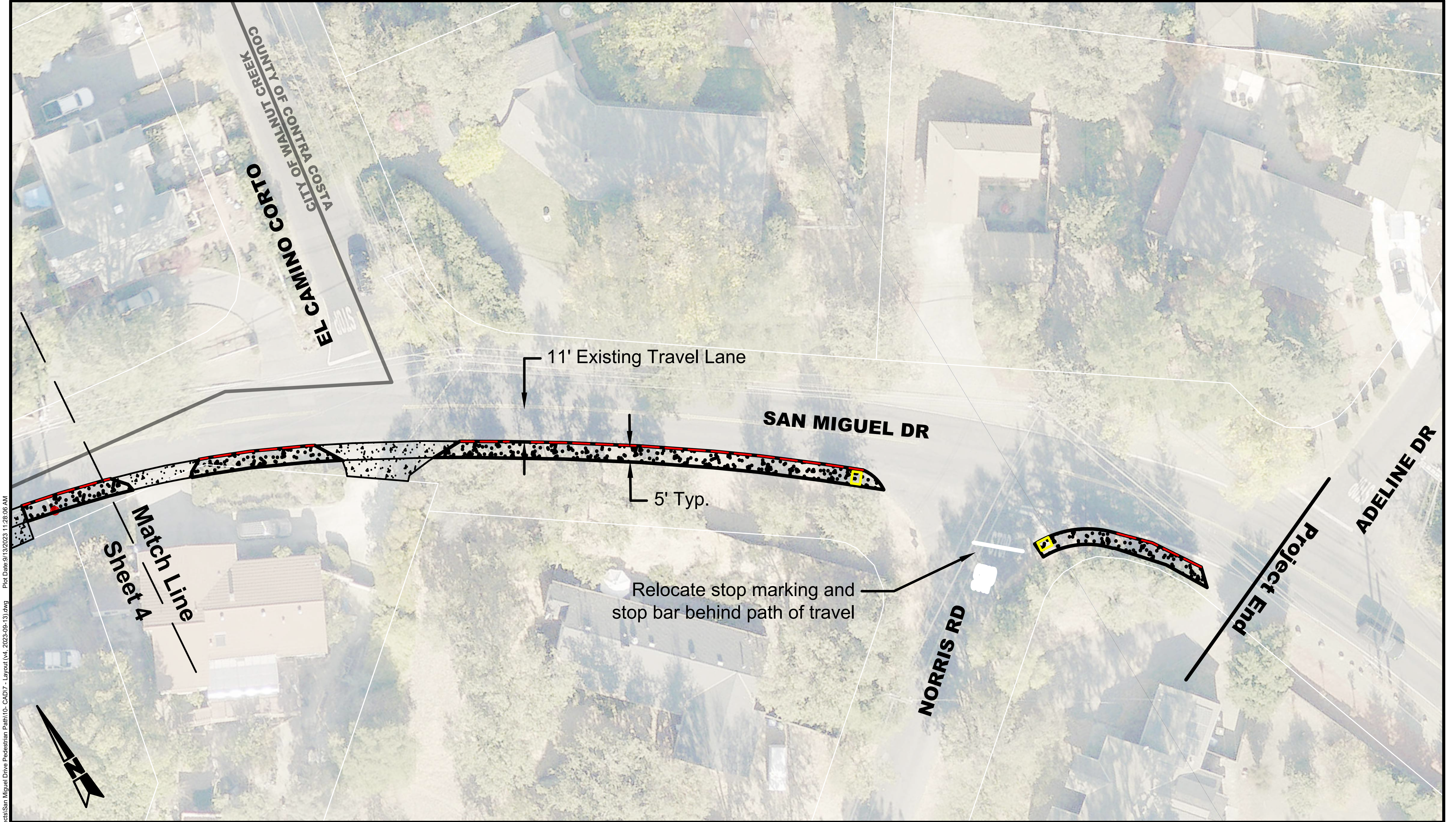
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Contra Costa County
Public Works Department
255 Glacier Drive Martinez, CA 94553
PH: (925) 313-2000 FAX: (925) 313-2333

CONCEPTUAL PLAN		DRAWN BY: JL	DATE: 09/12/2023	SCALE: 1" = 15'
SAN MIGUEL DRIVE PEDESTRIAN PATH		CHECKED BY: JS	SHEET: 4 OF 5	
NEWELL AVENUE TO ADELINE DRIVE		CAD FILE: SAN MIGUEL DRIVE PED PATH		

Exhibit A



File Path: G:\transeng\Projects\San Miguel Drive Pedestrian Path\10- CAD\7 - Layout (v4, 2023-09-13).dwg Plot Date: 9/13/2023 11:28:06 AM

 <div>Contra Costa County Public Works Department 255 Glacier Drive Martinez, CA 94553 PH: (925) 313-2000 FAX: (925) 313-2333</div>	CONCEPTUAL PLAN		DRAWN BY: JL	DATE: 09/12/2023	SCALE: 1" = 15'
	SAN MIGUEL DRIVE PEDESTRIAN PATH		CHECKED BY: JS	SHEET: 5 OF 5	
	NEWELL AVENUE TO ADELINE DRIVE		CAD FILE: SAN MIGUEL DRIVE PED PATH		

Exhibit B

Project Name: San Miguel Drive Pedestrian Pathway

Description: Construct an ADA-compliant pedestrian pathway in two segments: (1) asphalt with berm, and (2) concrete sidewalk with curb and gutter.

Location: San Miguel Drive from Newell Avenue to Adeline Drive

Assumptions: R = 5, TI = 6.5

Length (LF): 2100

Prepared by: Joe Smithonic
Date of Estimate: 1/23/2023

Revision No.:
Revision Date:
Revised by:

No.	Bid Code	Description	Unit	Quantity	Unit Cost (2023)	Total (2023)	Escalated Unit Costs (2026)	Escalated Total (2026)
1	070030	Lead Compliance Plan	LS	1	\$ 2,000.00	\$ 2,000	\$ 2,336.00	\$ 2,336
2	120090	Construction Area Signs	LS	1	\$ 10,000.00	\$ 10,000	\$ 11,680.00	\$ 11,680
3	120100	Traffic Control System	LS	1	\$ 50,000.00	\$ 50,000	\$ 58,401.00	\$ 58,401
4	130200	Prepare Water Pollution Control Program	LS	1	\$ 1,000.00	\$ 1,000	\$ 1,168.00	\$ 1,168
5	130200	Water Pollution Control	LS	1	\$ 5,000.00	\$ 5,000	\$ 5,840.00	\$ 5,840
6	999990	Mobilization	LS	1	\$ 75,000.00	\$ 75,000	\$ 87,601.50	\$ 87,602
City of Walnut Creek: Newell Avenue to Blackwood Drive								
7	260202	Class 2 Aggregate Base (TON)	TON	160	\$ 200.00	\$ 32,000	\$ 233.50	\$ 37,360
8	390132	Hot Mix Asphalt (Type A)	TON	60	\$ 350.00	\$ 21,000	\$ 409.00	\$ 24,540
9	731504	Minor Concrete (Curb and Gutter)	LF	640	\$ 200.00	\$ 128,000	\$ 233.50	\$ 149,440
10	731510	Minor Concrete (Sidewalk)	SF	4300	\$ 30.00	\$ 129,000	\$ 35.00	\$ 150,500
11	731510	Minor Concrete (Driveway)	CY	12	\$ 900.00	\$ 10,800	\$ 1,051.00	\$ 12,612
12	846035	Remove Traffic Stripe and Pavement Markings	LS	1	\$ 2,000.00	\$ 2,000	\$ 2,336.00	\$ 2,336
13	707106	Minor Concrete (Type G Inlet)	EA	3	\$ 8,500.00	\$ 25,500	\$ 9,928.00	\$ 29,784
14	707106	Minor Concrete (Type J Inlet)	EA	1	\$ 7,000.00	\$ 7,000	\$ 8,176.00	\$ 8,176
15	650012	15" Reinforced Concrete Pipe	LF	600	\$ 200.00	\$ 120,000	\$ 233.50	\$ 140,100
16	840519	Thermoplastic Pavement Marking - Stop Line/Crosswalk (12")	SF	30	\$ 20.00	\$ 600	\$ 23.50	\$ 705
17	730070	Detectable Warning Surfaces	SF	96	\$ 80.00	\$ 7,680	\$ 93.50	\$ 8,976
Contra Costa County: Blackwood Drive to Adeline Drive								
18	260202	Class 2 Aggregate Base (TON)	TON	395	\$ 200.00	\$ 79,000	\$ 233.50	\$ 92,233
19	390132	Hot Mix Asphalt (Type A)	TON	200	\$ 350.00	\$ 70,000	\$ 409.00	\$ 81,800
20	390401	Hot Mix Asphalt-Open Graded (Open Graded Friction Course)	TON	3	\$ 900.00	\$ 2,700	\$ 1,051.00	\$ 3,153
21	394073	Place Hot Mix Asphalt Dike (Type A)	LF	615	\$ 40.00	\$ 24,600	\$ 46.50	\$ 28,598
22	731510	Minor Concrete (Driveway)	CY	0	\$ 900.00	\$ -	\$ 1,051.00	\$ -
23	846035	Remove Traffic Stripe and Pavement Markings	LS	1	\$ 2,000.00	\$ 2,000	\$ 2,336.00	\$ 2,336
24	707106	Minor Concrete (Type J Inlet)	EA	1	\$ 7,000.00	\$ 7,000	\$ 8,176.00	\$ 8,176
25	840519	Thermoplastic Pavement Marking - Stop Line/Crosswalk (12")	SF	140	\$ 20.00	\$ 2,800	\$ 23.50	\$ 3,290
26	840515	Thermoplastic Pavement Marking - Stop	SF	22	\$ 20.00	\$ 440	\$ 23.50	\$ 517
27	730070	Detectable Warning Surfaces	SF	48	\$ 80.00	\$ 3,840	\$ 93.50	\$ 4,488
							\$ -	\$ -

SOFT COSTS

		Current Cost	Escalated Cost
PE	Preliminary Engineering (TE)	\$ 20,000	\$ 23,000
	Environmental	\$ 5,000	\$ 6,000
	Design Engineering*	\$ 215,000	\$ 250,000
R/W	Right-of-Way Engineering	\$ 15,000	\$ 18,000
	Real Estate	\$ 5,000	\$ 6,000
	Right-of-Way Acquisition	\$ 20,000	\$ 23,000
CON	Construction Engineering*	\$ 123,000	\$ 144,000
	Environmental Monitoring and Mitigation Fees	\$ -	\$ -
SUBTOTAL		\$ 403,000	\$ 470,000

Contract Cost:	\$ 818,960	\$ 956,146
Contingency: 10%	\$ 81,896	\$ 95,615
Total Contract Cost:	\$ 900,856	\$ 1,051,760

SUBTOTALS		SUBTOTALS (2026)
PE Phase:	\$ 240,000	\$ 279,000
R/W Phase:	\$ 40,000	\$ 47,000
CON Phase:	\$ 1,023,856	\$ 1,195,760
GRAND TOTAL:	\$ 1,303,856	\$ 1,521,760

ESTIMATE YEAR: 2023

ESCALATION YEAR: 2026

ESCALATION RATE: 16.80%

* Design Engineering is minimum 15% of contract items. (\$100,000 min.)

* Construction Engineering is minimum 15% of contract items. (\$20,000 min.)

TOTAL (2026 Dollars) \$ 1,522,000



Exhibit C

INDEP-2

OP ID: BMH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NAME OF INSURANCE BROKER ISSUING CERTIFICATE ADDRESS CITY, STATE ZIP	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: email@insurancebroker.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company NAIC # 35378 INSURER B: United Financial Casualty Co. 11770 INSURER C: State Compensation Ins Fund 35076 INSURER D: Landmark American Ins. Co. 33138 INSURER E: United States Liability 25895 INSURER F:
INSURED CONTRACTOR NAME ADDRESS CITY, STATE ZIP	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		CGL POLICY NO.	12/03/2023	12/03/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		AUTO POLICY NO.	01/11/2024	01/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
E	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			EXCESS/UMBRELLA POLICY	12/03/2023	12/03/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC POLICY NO.	01/11/2024	01/11/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			PROF LIABILITY POLICY NO.	01/10/2023	01/10/2024	E&O 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PROJECT TITLE.

The City of Walnut Creek, its officials, officers, directors, employees, agents and volunteers are named as additional insured per the attached forms, wherein coverage is primary and non-contributory. Waiver of Subrogation is applicable per the attached endorsements. Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium.
(ANY OTHER ADDITIONAL TERMS LISTED HERE)

CERTIFICATE HOLDER

CANCELLATION

City of Walnut Creek ATTN: Public Works Department 1666 North Main Street Walnut Creek, CA 94596	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE SIGNATURE OF AUTHORIZED REPRESENTATIVE HERE

Exhibit C

POLICY NUMBER HERE CGL POLICY NO. LISTED HERE

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

**CITY OF WALNUT CREEK, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES,
AGENTS AND VOLUNTEERS**

1666 N. MAIN STREET

WALNUT CREEK, CA 94596

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Exhibit C

POLICY NUMBER: CGL POLICY NO. LISTED HERE

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
The City of Walnut Creek Its officials, officers, directors, employees, agents and volunteers	all locations as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Exhibit C

POLICY NUMBER: CGL POLICY NO. LISTED HERE

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

Coverage provided under this policy is modified by the attachment of this endorsement. If there is any conflict in coverage provisions between this form and any state specific endorsement also attached to this policy, the provision(s) of the state specific form shall apply.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Endorsement Effective: [REDACTED]	Countersigned By: (Authorized Representative)
Named Insured: [REDACTED]	

SCHEDULE

Name of Person(s) or Organization(s): CITY OF WALNUT CREEK ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS 1666 N MAIN ST WALNUT CREEK, CA USA 945964609
If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is modified by this endorsement, only as it applies to any coverage provided to the person or organization designated in the schedule of this endorsement and only to the extent that such person or organization qualifies as an "insured" under this policy.

If the named insured has entered into an agreement with the person or organization designated in the Schedule of this endorsement, which requires that the insurance available to them under this policy be applied on a primary and non-contributory basis, the following provision applies:

Any coverage provided under this policy to the person or organization designated in the Schedule of this endorsement is primary, and we will not seek contribution from any other Automobile Liability insurance otherwise available to the designated person or organization.



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Exhibit C



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: [REDACTED]

Endorsement Number:

Named Insured and Address: [REDACTED]

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

City of Walnut Creek, its officers, officials, employees and volunteers
1666 North Main Street
Walnut Creek, CA 94596

Countersigned by _____
Authorized Representative