



TO THE HONORABLE MAYOR AND COUNCIL:

DATE: January 28, 2014

SUBJECT: APPROVING AN AMENDMENT TO INCREASE THE COMPENSATION OF A 4-YEAR MASTER PROFESSIONAL SERVICES AGREEMENT WITH TRB AND ASSOCIATES, INC. FOR PLAN CHECKING AND BUILDING INSPECTION SERVICES FROM \$250,000 TO \$525,000 YEARLY, EXTENDING THE CONTRACT TO INCLUDE FY2016-17, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT (Paid for by Permit Fees)

Report in Brief

The Building Division manages the building permit, construction plan review, and building inspection functions for construction projects. The Building Division utilizes private consultants to provide plan review and inspection services during the following scenarios:

1. When the plan review or inspection work level is beyond the capacity of in-house City staffing levels.
2. To backfill a vacant but authorized position where essential work must continue to be completed, until the position is successfully filled with a permanent employee.
3. To provide necessary coverage during an employee's authorized time off during vacations, sick leave, and long-term medical absences.
4. Specifically budgeted needs for Professional Services where less than one full time equivalent (FTE) is utilized to perform the services.

Expenditures during FY2013-14 for these services are anticipated to exceed the current contractual ceiling of the consultant contract. To adequately fund anticipated building plan review and inspection services and therefore meet the demands of the City's building permit customers, staff recommends that the City Council modify the existing 4-year master professional services agreement with TRB and Associates, Inc. (TRB) to provide on-call building plan review and building inspection services with a new funding ceiling of \$525,000 and extend the contract to include FY2016-17.

Background

During FY2009-10, staff requested proposals from companies that provide construction plan review and building inspection services. Three proposals were received, and the proposal from TRB was recommended because the firm was well qualified to provide review services, available to schedule time to be in the Permit Center for over-the-counter services, and could also provide building inspection staff as needed.

APPROVING AN AMENDMENT TO INCREASE THE COMPENSATION OF A 4-YEAR MASTER PROFESSIONAL SERVICES AGREEMENT WITH TRB AND ASSOCIATES, INC. FOR PLAN CHECKING AND BUILDING INSPECTION SERVICES FROM \$250,000 TO \$525,000 YEARLY, EXTENDING THE CONTRACT TO INCLUDE FY2016-17, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT

January 28, 2014

Page 2

In addition to building plan check services, TRB also provided the services of an interim Chief Building Official until that position was filled by a permanent staff person in July 2, 2012.

On September 25, 2012 the City entered into a 4-year Master Professional Services Agreement (File #5252) with TRB with a specified contract ceiling of \$200,000 annually. On January 30, 2013, the contract ceiling was increased by \$50,000 to \$250,000 annually (File #5252-A).

In FY2013-14 the following significant changes and/or events occurred which require additional plan review and building inspection services beyond the contractual limits of the current TRB agreement:

1. City Council authorized hiring of an in-house Plan Check Engineer (currently this work is outsourced). This position is currently under recruitment. The vacant position is being backfilled utilizing TRB until a qualified candidate is found. The cost to backfill the position utilizing the consultant is partially offset with salary and benefit savings.
2. A Building Inspector was on medical leave from July 1, 2013 until his retirement in mid-November 2013. The Building Inspector position is currently under recruitment, but will not likely be filled until the end of March 2014. Since July 2013, TRB building inspection services have been utilized to backfill the position.
3. The workload in plan review and building inspection has increased beyond the anticipated level that was budgeted for FY 2013-14. While this is a good sign for the economy, it requires additional plan review and inspection effort which must be covered through the use of consultants.
4. A second Building Inspector is scheduled for a six month medical leave of absence starting in mid-January 2014, and the essential workload of this position will be handled using a consultant.

It is anticipated that the total expenditures by TRB during FY2013-14 will be approximately \$525,000. Also, staff desires to have a Master Agreement contract that provides flexibility in each of the contract years. Thus, staff is recommending the City amend the TRB's contract to address these needs.

Discussion

The Building Division recommends that TRB continue to provide building permit plan review and building inspection services, as needed, over the next four fiscal years. Currently the TRB contact is in the form of a Master Professional Services Agreement (Master Agreement).

The recipients of an award of a Master Agreement fully understand that such an agreement is not a guarantee of work. This selection process and award of a Master Agreement allows staff to expedite the process of bringing in needed expertise to meet the customer service demands in the Building Division for plan check and inspection services. It is extremely difficult to accurately predict the upcoming customer

APPROVING AN AMENDMENT TO INCREASE THE COMPENSATION OF A 4-YEAR MASTER PROFESSIONAL SERVICES AGREEMENT WITH TRB AND ASSOCIATES, INC. FOR PLAN CHECKING AND BUILDING INSPECTION SERVICES FROM \$250,000 TO \$525,000 YEARLY, EXTENDING THE CONTRACT TO INCLUDE FY2016-17, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT

January 28, 2014

Page 3

service demand for plan review and inspection services in the Building Division combined with the unexpected long-term absences of permanent staff, so the need for additional consultant services can vary dramatically from time to time.

The Council's approval of the proposed amendment to the Master Agreement would authorize the Chief Building Official to arrange for plan check and inspection services under the Agreement and authorizes staff to issue Purchase Orders for the various tasks that will be completed under the contract, within the limits set in the Master Agreement. Although TRB has provided the most consultant support to the Building Division in recent years, other consulting firms are also used to provide these services when needed.

Under the terms of the proposed amendment, the total not-to-exceed cost of the services for TRB is \$525,000 per year. In addition, the Director of Community and Economic Development is authorized to approve amendments providing up to \$50,000 over the not-to-exceed amount of \$525,000 per fiscal year. The City Council must approve any additional compensation to TRB that exceeds \$575,000 per fiscal year, throughout the remaining term of this agreement. The proposed amendment also extends the contract to include FY2016-17.

Thus, the proposed Master Agreement would expire on June 30, 2017, with the option for a mutually agreed upon one-year extension. Each Purchase Order requires review and approval by the Director of Community and Economic Development and the Finance Department. The City Attorney's office has reviewed the proposed Master Agreement.

Fiscal Impact

Budgetary savings from vacant positions along with the revenues collected from building permit fees (plan review and inspection fees) will offset the consultant expenses incurred. There are sufficient building permit fees projected in FY2013-14 to fully fund the agreement. In no case will consulting expenditures exceed and excess revenues that have been received in the form of plan review fees and inspection fees from permitting operations.

Public Contact

The City Council Agenda was posted and copies of the agenda and report were mailed to TRB and Associates, Inc.

APPROVING AN AMENDMENT TO INCREASE THE COMPENSATION OF A 4-YEAR MASTER PROFESSIONAL SERVICES AGREEMENT WITH TRB AND ASSOCIATES, INC. FOR PLAN CHECKING AND BUILDING INSPECTION SERVICES FROM \$250,000 TO \$525,000 YEARLY, EXTENDING THE CONTRACT TO INCLUDE FY2016-17, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT

January 28, 2014

Page 4

Recommendation for Action

Staff recommends that the City Council approve an amendment to the 4-year Master Professional Services Agreement with TRB and Associates, Inc. for plan checking and building inspection services to increase the compensation level from \$250,000 to the not-to-exceed amount of \$525,000 in each of the fiscal years, extend the contract to June 30, 2017, and authorize the City Manager to Execute the Amendment.



Valerie J. Barone

City Manager

valerie.barone@ci.concord.ca.us

Prepared by: Robert Woods
Chief Building Official
robert.woods@ci.concord.ca.us

Reviewed by: Victoria Walker
Director of Community & Economic
Development
victoria.walker@ci.concord.ca.us

Attachment 1: Amendment to the Agreement with TRB and Associates, Inc.

Attachment 2: Copy of current agreement with TRB and Associates, Inc.

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

On September 25, 2012, the City of Concord (the "CITY") and TRB and Associates, Inc., 3180 Crow Canyon Place, Suite 216, San Ramon, CA 94583 ("CONSULTANT") entered into a 4-year Master Agreement for Professional Services ("September 25, 2012 Agreement", File #5252).

On January 30, 2013, the CITY and CONSULTANT amended the September 25, 2012 Agreement to increase the compensation from \$200,000 to \$250,000 in each fiscal year ("January 30, 2013 Amendment", File 5252-A).

The City anticipates the need for services to reach \$525,000 for FY2013/14.

The City also desires to have a higher compensation level in each of the remaining contractual years to allow flexibility in providing services.

The City also desires that the contract be extended to include FY2016/17.

Accordingly, the parties now wish to amend the September 25, 2012 Agreement and the January 30, 2013 Amendment with the following:

1. The compensation as stated in the January 30, 2013 Amendment (\$250,000) shall be increased by \$275,000, to bring the total amount of compensation to not to exceed \$525,000 each fiscal year.
2. The Term of the contract stated in Paragraph 6 of the September 25, 2012 Agreement shall extend to June 30, 2017.
3. All other terms, conditions and obligations of the September 25, 2012 Agreement shall remain in full force and effect.

Dated: _____, 2013

CONSULTANT

CITY OF CONCORD, a Municipal Corporation

By: _____
 Name: Todd Bailey
 Title: President and Client Liaison
 Company: TRB & Associates, Inc.
 Address: 3180 Crow Canyon Place, Suite 216
 San Ramon, CA 94583
 Telephone: (925) 866-2633

By: _____
 Name: Valerie J. Barone
 Title: City Manager
 City of Concord
 Address: 1950 Parkside Drive
 Concord, CA 94519
 Telephone: (925) 671-3150

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

Date: _____, 2014

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: _____, 2014

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING FISCAL YEARS 2013/14, 2014/15, 2015/16, and 2016/17 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT. THE SUM OF \$525,000 EACH FISCAL YEAR. Account Code 10086001Z01 63800-0400.

Finance Director's Signature

AGREEMENT FOR PROFESSIONAL SERVICES

COPY

1 THIS AGREEMENT ("Agreement") is entered into on September 25, 2012, between the City
2 of Concord (the "CITY") and TRB and Associates, Inc., 3180 Crow Canyon Place, Suite 216, San
3 Ramon, CA 94583 (the "CONSULTANT").

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

6 The CITY desires to contract with TRB and Associates, Inc. for professional services on an as-
7 needed basis in connection with plan review and building inspection services as further described
8 herein, upon the terms and conditions hereinafter set forth.

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

11 1. **Effective Date.** The effective date of this Agreement is July 1, 2012. The CITY
12 acknowledges that CONSULTANT has commenced work at the direction of CITY in advance of this
13 Agreement at the rates provided in Section 5.

14 2. **Services.** CONSULTANT shall provide consulting services on an as-needed basis that
15 include, but are not limited, to the following:

16 (a) Performing plan reviews for compliance with Chapter 14 of the Concord Municipal Code
17 including all Codes referenced therein;

18 (b) Performing inspection services for compliance with Chapter 14 of the Concord Municipal
19 Code including all Codes referenced therein; and,

20 (c) Provide consulting services related to public inquiries, as requested by the CITY.

21 3. **Amendment.** If authorized, CONSULTANT shall furnish additional services, which
22 are in addition to the basic services. If additional services are requested by CITY, this Agreement may
23 be amended, modified, or changed by the parties subject to mutual consent and in accordance with the
24 Municipal Code by execution of an addendum by authorized representatives of both parties setting
25 forth the additional scope of services to be performed, the performance time schedule, and the
26 compensation for such services.

1 4. **Authorized Representatives.** Authorized representatives shall represent CITY and
2 CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered by
3 CONSULTANT under this Agreement except where approval for the CITY is specifically required by
4 the City Council. All requirements of CITY pertaining to the services to be rendered under this
5 Agreement by CONSULTANT shall be submitted through these representatives and CITY shall
6 cooperate with CONSULTANT in all matters relating to this Agreement in such a manner as will
7 result in the performance of such work without delay.

8 CITY's authorized representative is authorized to execute amendments to the agreement on
9 behalf of CITY, including amendments providing for additional compensation to CONSULTANT not
10 to exceed \$50,000 per fiscal year, over the base contract amount, throughout the remaining term of the
11 agreement. The City Council must approve additional compensation to CONSULTANT exceeding
12 \$50,000 per fiscal year, including the base contract amount per fiscal year, throughout the remaining
13 term of this agreement beyond that authorized in section 6.

14 The CITY authorized representative is Victoria Walker, Director of Community and Economic
15 Development. The CONSULTANT authorized representative is Todd Bailey, President and Client
16 Liaison.

17 5. **Compensation.** CONSULTANT shall be compensated on a time and materials basis
18 for basic services rendered under Section 2, and CONSULTANT shall be compensated for additional
19 services rendered under Section 3, as more particularly described in a fully approved and executed
20 addendum to this Agreement. Compensation to CONSULTANT in each fiscal year shall not exceed
21 \$200,000 plus any additional compensation provided for in Section 4.

22 Plan review fees will be equal to 75 percent of the plan review fee calculated by the CITY for
23 comprehensive plan reviews.

24 Plan review fees will be equal to 50 percent of the plan review fee calculated by the CITY for
25 structural-only plan reviews for projects.

26 Consulting services related to public inquiries, electronic-based plan check, preliminary
27 reviews of development projects, and plan review and inspection services provided on CITY premises
28

1 will be compensated at hourly rates as follows:

2	Principal	\$130
3	Senior Plan Review Engineer	\$125
4	Senior Plans Examiner	\$115
5	Plan Review Engineer	\$105
6	Plans Examiner	\$ 95
7	Supervising Inspector	\$ 90
8	Senior Inspector	\$ 80
9	Inspector	\$ 70

10 CONSULTANT may submit monthly statements for basic and additional services rendered. It
 11 is intended that payment to CONSULTANT will be made by CITY within (45) days of receipt of
 12 invoice.

13 **6. Term.** The term of this Agreement, subject to termination as set forth in Section 13,
 14 shall be from the effective date through June 30, 2016.

15 The CITY's Authorized Representative or City Manager may extend the term of the agreement
 16 for a period not to exceed 12 months if necessary for the CONSULTANT to complete the Scope of
 17 Work or any additional Scope of Work previously authorized by the CITY. Such Extension of time
 18 shall be in writing by a duly executed addendum or amendment to this agreement.

19 **7. Standard of Performance.** CONSULTANT represents to CITY that the services shall
 20 be performed in an expeditious manner and with the degree of skill and care that is required by
 21 current, good, and sound procedures and practices. CONSULTANT further agrees that the services
 22 shall be in conformance with generally accepted professional standards prevailing at the time work is
 23 performed.

24 **8. Performance by Consultant.** CONSULTANT shall not employ other consultants or
 25 contractors without the prior written approval of the CITY. CONSULTANT hereby designates the
 26 CONSULTANT'S representative as the person primarily responsible for the day-to-day performance
 27 of CONSULTANT'S work under this Agreement. CONSULTANT shall not change the
 28

1 CONSULTANT'S representative without the prior consent of the CITY. Unless otherwise expressly
2 agreed by the CITY, CONSULTANT'S representative shall remain responsible for the quality and
3 timeliness of performance of the services, notwithstanding any permitted or approved delegation
4 hereunder.

5 **9. Ownership and Maintenance of Documents.** All documents furnished by
6 CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's services in respect
7 to this project. They are not intended nor represented to be suitable for reuse by others on extensions
8 of this project or on any other project. Any reuse without specific written verification and adoption by
9 CONSULTANT for the specific purposes intended will be at user's sole risk and without liability or
10 legal exposure and expenses to CONSULTANT, including attorney's fees arising out of such
11 unauthorized reuse.

12 CONSULTANT's records, documents, calculations, and all other instruments of service
13 pertaining to actual project shall be given to CITY at the completion of the project. The CITY reserves
14 the right to specify the file format that electronic document deliverables are presented to the CITY. If
15 agreement is terminated per Section 13, deliverables shall be provided based on Section 13
16 requirements.

17 **10. Indemnification.** CONSULTANT agrees to defend, indemnify and hold harmless the
18 CITY, its officers, agents, employees and volunteers from and against any and all claims, demands,
19 actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation
20 expenses) arising out of the negligent acts or omissions of CONSULTANT in the performance of this
21 Agreement.

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

24 **A. Commercial General Liability Coverage.** CONSULTANT shall maintain
25 commercial general liability insurance with limits of no less than one million dollars
26 (\$1,000,000) combined single limit per occurrence or two million dollars (\$2,000,000)
27 aggregate limit for bodily injury, personal injury, and property damage.
28

1 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile liability
2 insurance covering all vehicles used in the performance of this Agreement providing a One
3 Million Dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal
4 injury, and property damage.

5 **C. Professional Liability Coverage.** CONSULTANT shall maintain professional
6 liability insurance with coverage for all negligent errors, acts or omissions committed by
7 CONSULTANT, its agents and employees in the performance of this Agreement. The amount
8 of this insurance shall be not less than five hundred thousand dollars (\$500,000) on a claims
9 made annual aggregate basis or a combined single limit per occurrence basis.

10 **D. Compliance with State Workers' Compensation Requirements.** CONSULTANT
11 covenants that it will insure itself against liability for Workers' Compensation pursuant to the
12 provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all times, upon
13 demand of the City Council and properly authorized agents, furnish proof that Workers'
14 Compensation Insurance is being maintained by it in force and effect in accordance with the
15 California Labor Code.

16 **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to contain
17 the following provisions:

18 (1) CITY, its officers, agents, employees, and volunteers are to be covered
19 as additional insureds as respects: Liability arising out of activities performed by or on
20 behalf of CONSULTANT and operations of CONSULTANT, premises owned,
21 occupied, or used by CONSULTANT. The coverage shall contain no special
22 limitations on the scope or protection afforded to CITY, its officers, officials,
23 employees, or volunteers.

24 (2) CONSULTANT'S insurance coverage shall be primary insurance with
25 respect to CITY, its officers, officials, employees, and volunteers. Any insurance, risk
26 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
28

1 not contribute with it.

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

5 (4) The aforementioned policies shall be issued by an insurance carrier
6 having a rating of Best A-7 or better which is satisfactory to the City Attorney and
7 shall be delivered to CITY at the time of the execution of this Agreement or as
8 provided below. In lieu of actual delivery of such policies, a Certificate issued by the
9 insurance carrier showing such policy to be in force for the period covered by the
10 Agreement may be delivered to CITY. Such policies and certificates shall be in a form
11 approved by the City Attorney. Except for worker's compensation and professional
12 liability insurance, the policies mentioned in this subsection shall name CITY as an
13 additional insured and provide for thirty (30) days notice of cancellation to CITY. Said
14 policies shall not be canceled earlier than, nor the amount of coverage reduced earlier
15 than, thirty (30) days after the CITY receives notices from the insured of the intent of
16 cancellation or reduction.

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

23 13. **Termination.** CITY or CONSULTANT may terminate this Agreement for any reason
24 upon ten (10) days written notice to the other party. CITY may terminate the Agreement upon five (5)
25 days written notice if CONSULTANT breaches this Agreement. In the event of termination,
26 CONSULTANT shall promptly deliver to the CITY any reports or other written, recorded,
27 photographic, or visual materials and other deliverables prepared for the CITY prior to the effective
28

1 date of such termination. After receipt of deliverables, CITY will pay CONSULTANT for the services
2 performed as of the effective date of the termination.

3 **14. 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
7 employment because of race, religion, color, sex, or national origin. Such actions shall include,
8 but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer;
9 recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of
10 compensation; and selection for training including apprenticeship.

11 **B. Nondiscrimination Civil Rights Act of 1964.** CONSULTANT will comply with all
12 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
16 materials or leases of equipment, each potential subcontractor, supplier or lessor shall be
17 notified by CONSULTANT of CONSULTANT'S obligation under this Agreement and the
18 regulations relative to nondiscrimination on the grounds of race, religion, color, sex, or
19 national origin.

20 **15. Independent Contractor.** In assuming and performing the services, CONSULTANT
21 is an independent contractor and shall not be eligible for any benefits, which the City may provide its
22 employees, except as expressly provided for in the Agreement. All persons, if any, hired by
23 CONSULTANT shall be employees or subcontractors of CONSULTANT and shall not be construed
24 as employees or agents of the City in any respect. CONSULTANT shall have responsibility for and
25 control over the means of providing services under this Agreement.

26 **16. Compliance with Laws.** CONSULTANT shall comply with all applicable Federal,
27 State of California, and local laws, rules, and regulations and shall obtain all applicable licenses and
28

1 permits for the conduct of its business and the performance of the services.

2 **17. Choice of Laws.** This Agreement shall be construed and interpreted in accordance
3 with the laws of the State of California, excluding any choice of law rules which may direct the
4 application of the laws of another jurisdiction.

5 **18. Non-Waiver.** The waiver by either party of any breach of any term, covenant, or
6 condition contained in the Agreement, or any default in their performance of any obligations under the
7 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other
8 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default
9 constitute a continuing waiver of same.

10 **19. Enforceability.** In the event that any of the provisions or portions of application of
11 any of the provisions of the Agreement are held to be illegal or invalid by a court of competent
12 jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment in the provisions of
13 the Agreement with a view toward effecting the purpose of the Agreement. The illegality or invalidity
14 of any of the provisions or portions of application of any of the provisions of the Agreement shall not
15 affect the legality or enforceability of the remaining provisions or portions of application of any of the
16 provisions of the Agreement.

17 **20. Integration.** The Agreement contains the entire agreement and understanding between
18 the parties as to the subject matter of this Agreement. It merges and supersedes all prior or
19 contemporaneous agreements, commitments, representation, writings, and discussions between
20 CONSULTANT and CITY, whether oral or written.

21 **21. Successors and Assigns.** CITY and CONSULTANT respectively, bind themselves,
22 their successors, assigns, and legal representatives. CONSULTANT shall not assign or transfer any
23 interest in the Agreement without the CITY's prior written consent, which consent shall be in the
24 CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void.

25 **22. Financial Records.** Records of CONSULTANT's direct labor costs, payroll costs,
26 and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a
27 generally recognized accounting basis and made available to CITY if and when required.
28

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

To CITY

Robert Woods
Chief Building Official
City of Concord
1950 Parkside Drive
Concord, CA 94519-2578
Phone: (925) 671-3119

To CONSULTANT

Todd Bailey
President and Client Liaison
TRB & Associates, Inc.
3180 Crow Canyon Place, Suite 216
San Ramon, CA 94538
Phone: (925) 866-2633

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

CONSULTANT

CITY OF CONCORD, a Municipal Corporation

By: 
Name: Todd Bailey
Title: President and Client Liaison
Company: TRB & Associates, Inc.
Address: 3180 Crow Canyon Place, Suite 216
San Ramon, CA 94583
Telephone: (925) 866-2633

By: 
Name: Valerie J. Barone
Title: Interim City Manager
City of Concord
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3150

APPROVED AS TO FORM:

ATTEST:


City Attorney


City Clerk

Date: _____, 2012

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: 10/2/12, 2012

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING FISCAL YEARS 2012/13, 2013/14, 2014/15, and 2015/16 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT. THE SUM OF \$200,000 EACH FISCAL YEAR. Account Code 10086001Z01 63800-0400.

Sm 10/1/12

C. Wilson
Finance Director's Signature

This signature page is part of the Master Agreement for Professional Services entered into on September 25, 2012 by and between the City of Concord, a municipal corporation, (hereinafter "City") and TRB & Associates. Inc. (the "Consultant").