



SAN RAFAEL
THE CITY WITH A MISSION

Request for Proposals

City of San Rafael

Public Library & Community Center
Conceptual Design Study

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STATEMENT OF PURPOSE

The City of San Rafael (City) is seeking proposals from qualified consultants (Consultant) to develop a Conceptual Design Option (Project) for a combined library and community center of approximately 43,700 square feet in San Rafael, California. The Project will build upon the results of the San Rafael Public Library Facilities Planning Study completed in August 2019.

There have been multiple library planning efforts through the years that analyzed several alternatives for the main and branch libraries. The August 2019 San Rafael San Rafael Public Library Facilities Planning Study was very useful in that it provided a number of alternatives that allowed the City Council to narrow down options and create more specific policy direction for a future new downtown library and improvements at the Pickleweed and Terra Linda locations as well.

For this Project, the City would like to further develop the concept of a new combined library/community center at the Albert Park site, which is one of the options in the August 2019 Study. The purpose of this Project would be to develop conceptual design materials for the Albert Park site which could be used to compare with the past work completed for the existing library site (the site of the current Carnegie library). The goal is to develop materials at approximately the same level of detail and information that we currently have for the Carnegie site. Following this Project, the City Council may choose to solicit further design work at one or both sites.

Additional information regarding the 2019 San Rafael Public Library Facilities Planning Study and prior library planning efforts can be found on the City of San Rafael's website:

<https://www.cityofsanrafael.org/new-library-facilities-study/>

BACKGROUND INFORMATION

The City of San Rafael, California ("City") is located in the North Bay region of the San Francisco Bay Area. One of California's original 27 county seats, San Rafael became Marin County's first city when it was incorporated in 1874. The oldest, largest, and most culturally diverse city in the county, San Rafael is today a lively commercial and cultural center located in an area replete with natural beauty. San Rafael is one of several California towns developed around a Spanish mission in the California mission chain. Additional information about the City of San Rafael can be found on the official City of San Rafael website: www.cityofsanrafael.org

The San Rafael Public Library currently has three physical locations. The original Downtown Library opened on January 9, 1909. This Carnegie-funded library has been modified significantly with a 1960 addition and a 1976 further modification (enclosing a parking garage to become usable library space). The Pickleweed Library branch opened as part of the Albert J. Boro Community Center in July of 2006. A third location at the Northgate Mall was added on December 8, 2018.

The City has been highlighting the need for newer, bigger library facilities since 1970. Having completed numerous needs assessments, studies, and facility analyses for the last 47 years, a just-completed evaluation affirms both the community demand and the practical need for more spacious, modern library facilities to serve the residents of San Rafael.

Recent analysis of the current Downtown Library facility revealed substantial weaknesses in the areas of safety and access, building systems, architectural issues, and functionality. The analysis of the Pickleweed Library facility revealed the main problem as its insufficient size. A community survey revealed 1) citywide demand for an expanded Downtown Library, 2) value in the idea of a Terra Linda Branch Library, 3) strong local support for the Pickleweed Branch Library, 4) a need for parking to accommodate a mobile population, 5) a general demand for technology access, 6) demand for collaborative spaces and resources, and 7) an interest in the preservation/reuse of the existing Downtown Library building for another civic purpose, if it is not retained as a library.

Based on the most recent study, three sites were identified for a new downtown library, with a combined Library and Community Center at Albert Park emerging as the option recommended to the City Council for further analysis. Recommendations for maintaining or expanding the Northgate Mall site and assessing options for expanding the existing Pickleweed Library within the footprint of the existing building rounded out the direction for moving forward.

The Albert Park project would result in 26,000 square feet of library space and 17,700 square feet of community center space. The Albert Park option would maintain the same amount of community meeting space as the current San Rafael Community Center while preserving the existing ornamental garden, increasing parking in the area and improving outdoor space for the Parkside Children's Center. It would also provide a unique opportunity for collaborative recreational and library programming.

In response to the above study findings, on October 7, 2019 the City Council directed City staff to issue this Request for Proposals (RFP) for architectural services to develop conceptual design materials for a combined library and community center at Albert Park.

SCOPE OF WORK

The City is soliciting proposals from qualified professional architectural firms for the creation of a preliminary conceptual design for a new combined Community Center and Library building, to replace the City's existing Community Center at 618 B Street.

-) Successful proposals are expected to include as estimate of architectural and landscape professional hours required to complete this project.
-) No engineering narratives are requested as part of the conceptual design.
-) Preliminary cost estimating was included in the San Rafael Public Libraries Facilities Planning Study published in August 2019. The consultant will review the preliminary cost estimate and provide any updates as necessary.
-) Selected consultant is expected to create conceptual design options that fit within the budget determined therein for the Albert Park Option and are developed to the level of prior studies and conceptual designs that have been completed for the Downtown Library (Carnegie Library)
-) Selected consultant will not be precluded from competing for development of the preferred architectural concept, should the City of San Rafael proceed to issue a future RFP for that task.

PROJECT TASKS

-) Develop preliminary design concepts that will be further refined to a preferred final design concept of a new Community Center and Library building, at a similar level of detail as the existing design and studies for the Carnegie library, including:
 - o Conceptual building floor plans, with all rooms and internal divisions shown.
 - Note that building program needs are to be taken from the diagrams shown for the Albert Park Option developed in the San Rafael Public Libraries Facilities Planning Study published in August 2019. No new programming study is included in this scope of work.
 - o Conceptual site plan including surrounding parking and landscaping.
 - Note that overall building size and approximate placement of building footprint should be based on the diagrams shown for the Albert Park Option developed in the San Rafael Public Libraries Facilities Planning Study published in August 2019.
 - o Elevations/renderings of building exterior, all sides, illustrating multiple architectural design and vocabulary concepts.
 - o Sections through building and site showing relationship of new and existing features.
-) Facilitate four (4) virtual meetings with the Community Center and Library Working Group to discuss and refine architectural concepts.
 - o Distribute notes to all attendees reflecting important discussion points and any decisions made after each meeting.
-) Facilitate one (1) virtual joint Library/Parks and Recreation staff workshop to solicit feedback on alternative design concepts.
-) Develop a preferred final design concept incorporating feedback from the Working Group.

PROCESS DELIVERABLES

-) Documentation of three alternative design concepts as described under Project Tasks.
-) Agendas, facilitation and notes from four meetings and one staff workshop as described under Project Tasks.

FINAL DELIVERABLES

-) Presentation site plan, presentation floor plans, and three renderings of preferred alternative for use in presentations to the community.
 - o Two renderings should show different views of the new building exterior.
 - o One rendering should show a significant space interior to the new building.
-) Presentation to City Council of preferred alternative.

PROPOSAL PREPARATION

Submittals must clearly demonstrate an understanding of the City's objectives. The proposal shall not include unnecessary promotional material be limited to a maximum of 30 pages, and shall be brief, precise, and organized as follows:

Letter of Interest:

-) Include the firm name, address, telephone number, and email.
-) The letter must be signed by person authorized to bind firm by contract.
-) Executive Summary of proposal, not to exceed 2 pages.

Firm Organization:

-) Type of ownership: individual, partnership, or corporation.
-) Number of years in business.
-) A list of three business/library references for which you have recently provided similar services. Include contact names, phone numbers and email addresses for each reference.
-) Present size of firm.

Project Team:

-) Identify key personnel proposed for this project, including Project Manager(s), Project Engineers, Scientists and Technicians.
-) Include resumes for key personnel and their experience on comparable projects.
-) Identify subcontractors, if any, to be utilized and include resumes showing their experience on comparable projects.
-) Project team member should be available for the duration of the project or alternates should be named in the proposal, along with their qualifications

Project Understanding:

-) Provide a detailed and clear understanding of the Scope of Work and define approach for managing the project and accomplishing milestones and deliverables.
-) Include a preliminary schedule of completing each task.
-) Describe approach for financial monitoring, quality assurance/quality control, project coordination.
-) Provide a Project Work Plan/Approach which describes your understanding of the project, methodology task, an outline for meeting the timeline and estimated amount of time for each task. Include deliverables, project schedule and milestones, assumptions and any variables that could delay the project.
-) List any resources you expect the City of San Rafael to provide that have not been previously described.
-) Include any additional documentation or information that the firm or consultant deems necessary to assist the City of San Rafael in the selection process.

Exclusions or exceptions:

-) Note any parts of the proposal that are beyond the expertise of the consultant or would be better handled by City staff.

Budget:

-) Provide a detailed cost proposal including total fee and cost by proposed task. These should include costs for providing planning services, including supplies, an estimate of hours, rate schedule for project staff, estimated reimbursable expenses, number of onsite visits and cost per trip, and other costs associated with the planning process.

Experience:

-) Provide a listing of references and qualifying work, including firm / agency name, project name, location, brief description of services, date of services provided, customer name and contact information, including telephone number from the last 5 years.

SAMPLE CONTRACT DOCUMENT

Should the City select a firm in response to the RFP, a Professional Services Agreement will be required. Firms are encouraged to use the City’s Agreement for Professional Services as a starting point for a written contract which be negotiated later. See Appendix A.

PROPOSAL SUBMITTAL

The Consultant shall submit an electronic pdf file of the full proposal no later than **November 2, 2020 at 5:00 p.m.** to:

Attn: Henry Bankhead, Asst. Library & Recreation Director/City Librarian
Henry.Bankhead@cityofsanrafael.org
Library & Recreation Department
618 B Street
San Rafael, CA 94901

Upon receipt, proposals will become property of the City of San Rafael. Submittal of a proposal does not guarantee a firm will be invited to interview nor does it obligate the City to purchase or contract with the proposer, either now or in the future.

EVALUATION & SELECTION PROCESS

City staff has established a search and review process to determine the firm best qualified to assist the City of San Rafael. will review the proposals and select the most qualified firm based on the following 100-point scale:

- Relevant experience and success in space planning facilitation, including the level of satisfaction of current and past clients.(20 points)
- Experience of firm or consultant in understanding latest library and community center trends and issues. (20 points)
- Demonstrated understanding of the project scope of work. (20 points)
- Demonstrated ability to meet deadlines and operate within budget. (20 points)
- Three references by former clients on similar projects, preferably in diverse communities similar to San Rafael (20 points)

The RFP and subsequent evaluation of submissions will allow the City to identify a short-list of qualified firms. The short-list of firms will then be invited to a virtual interview with representatives from the Library Planning Working Group. The Working Group is comprised of members of the City Council, Library Foundation, Library Board of Trustees, Park and Recreation Commission and City staff. Upon completion of the interviews, the City will identify a finalist and negotiate a fee for the services required.

PROPOSAL PREPARATION COSTS

There is no express or implied obligation for the City of San Rafael to reimburse responding firms for any expenses incurred in the preparation, submittal or presentation in response to this request for proposals.

RIGHT TO REJECT/MODIFY

The City may at its sole discretion, reject any or all proposals or waive any irregularities without disqualifying the proposal. The issuance of this RFP does not bind the City to award an agreement for services described herein.

BUSINESS LICENSE

Prior to the selected consultant engaging in any operation or activity as a result of an award of a design contract, it must obtain a business license from the City of San Rafael. The business license must be kept in full force and effect during the term of the contract.

PUBLIC DISCLOSURE OF PROPOSALS

Proposals shall become a matter of public record and shall be regarded as public records except for those parts of each proposal which are defined by the proposer as business or trade secrets, provided that said parts are submitted in a sealed envelope and clearly marked as “trade secret”, “confidential” or “proprietary.”

REASONABLE INQUIRY

The City may conduct any reasonable inquiry to determine the responsibility of the proposer. The submission of a proposal constitutes permission by the proposer for the City to verify all information contained therein. If the City deems it necessary, additional information may be requested from any proposer. Failure to comply with any such request may disqualify a proposer from consideration.

INQUIRIES OR QUESTIONS REGARDING THE RFP

Specific question concerning the RFP should be submitted via email to Henry Bankhead, Asst. Library & Recreation Director/City Librarian at Henry.Bankhead@cityofsanrafael.org before October 9, 2020. Questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked. All questions received will be answered during the Pre-Proposal Video Conference on October 15, 2020.

SCHEDULE

The anticipated schedule, subject to change, is as follows:

Event	Due Date
RFP Release:	September 28, 2020
Pre-Proposal Video Conference:*	October 15 at 1:00 p.m.
Final Proposals Due:	November 2, 2020
Consultant Virtual Interviews:	Week of November 30, 2020
Consultant Selected:	December 14, 2020
Contract Awarded:	February 1, 2021
Project Completion:	June 30, 2021

* **Pre-Proposal Video Conference** will be held to answer any questions. If you are in attending, please contact Henry Bankhead at Henry.Bankhead@cityofsanrafael.org

Appendix A: Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL SERVICES

FOR _____

This Agreement is made and entered into this ____ day of _____, 20____, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and _____ (hereinafter "**CONSULTANT**").

RECITALS

WHEREAS, _____; and

WHEREAS, _____;

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. PROJECT COORDINATION.

A. **CITY'S Project Manager.** The _____ is hereby designated the PROJECT MANAGER for the CITY and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT'S Project Director.** CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. _____ is hereby designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the CONSULTANT shall notify the CITY within ten (10) business days of the substitution.

2. DUTIES OF CONSULTANT.

CONSULTANT shall perform the duties and/or provide services as follows:

3. DUTIES OF CITY.

CITY shall pay the compensation as provided in Paragraph 4, and perform the duties as follows:

4. COMPENSATION.

For the full performance of the services described herein by **CONSULTANT**, **CITY** shall pay **CONSULTANT** as follows:

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONSULTANT**.

5. TERM OF AGREEMENT.

The term of this Agreement shall be for (____) year(s) commencing on _____ and ending on _____. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for an additional period of up to (____) year(s).

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all CITY documents or materials provided to CONSULTANT and any and all of CONSULTANT's documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to CITY as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the CONSULTANT in connection with the performance of its duties under this Agreement, shall be the sole property of CITY. CITY may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

Upon reasonable notice, CONSULTANT shall make available to CITY, or its agent, for inspection and audit, all documents and materials maintained by CONSULTANT in connection with its performance of its duties under this Agreement. CONSULTANT shall fully cooperate with CITY or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, CONSULTANT shall maintain, at no expense to CITY, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the

CONSULTANT's performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONSULTANT** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. Other Insurance Requirements. The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONSULTANT'S** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits

shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONSULTANT'S** insurance policies must be declared to and approved by the PROJECT MANAGER and City Attorney and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY'S** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY'S** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **CONSULTANT** shall provide to the PROJECT MANAGER or **CITY'S** City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONSULTANT'S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT'S** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT'S** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT'S** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT'S** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT'S** performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages. Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively **Liabilities**). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such **Liabilities** are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. **NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. **COMPLIANCE WITH ALL LAWS.**

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. **NO THIRD PARTY BENEFICIARIES.**

CITY and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO **CITY**'s Project Manager:

City of San Rafael

TO **CONSULTANT**'s Project Director:

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

23. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL

CONSULTANT

JIM SCHUTZ, City Manager

By: _____

Name: _____

Title: _____

ATTEST:

[If CONSULTANT is a corporation, add signature of second corporate officer]

LINDSAY LARA, City Clerk

By: _____

APPROVED AS TO FORM:

Name: _____

Title: _____

ROBERT F. EPSTEIN, City Attorney