



DEPARTMENT OF PUBLIC WORKS

AUGUST 26, 2019

REQUEST FOR QUALIFICATIONS

For a

Master Service Agreement

**For Professional Architectural, Geotechnical, Structural, Civil,
Transportation, Environmental, Surveying and Electrical Disciplines**

A. Introduction

The City of San Rafael (CITY), through the Public Works Department, requests a Statement of Qualifications (SOQs) from firms desiring to provide professional services on various CITY operations and improvement projects as they become available.

B. Purpose for Request

The purpose of the request is to obtain a Statement of Qualifications from professionals and firms (CONSULTANTS), to evaluate their qualifications through an interview process, and to select up to three firm(s) per discipline to provide professional services for potential upcoming CITY projects.

C. Scope of Project

The scope of project may include, but is not limited to, preparation of designs, plans, technical documents, peer review and plan check, field services and other various tasks related to CITY projects and operations.

This RFQ is broad in scope, including several disciplines. These are listed in the table below. The SOQs shall designate the disciplines that may be provided under a Master Agreement. These categories may be included in whole or in part. The “Sub-Discipline Example Services” shown below are not intended to be all-inclusive or otherwise limiting. Additional related services may be included.

<u>Discipline</u>	<u>Sub-discipline Example Services</u>
<input type="checkbox"/> Architectural	ARCHITECT ARCHITECTURAL HISTORIAN
<input type="checkbox"/> Geotechnical	FOUNDATION ENGINEERING GEOTECHNICAL ENGINEERING
<input type="checkbox"/> Structural	STRUCTURAL ENGINEERING BRIDGES, PUMP STATIONS, RETAINING WALLS
<input type="checkbox"/> Civil	CIVIL ENGINEERING AND DESIGN PLAN CHECK ENGINEER LAND DEVELOPMENT ENGINEER ROADWAY, PATH AND PARKING DESIGN
<input type="checkbox"/> Utilities	HYDRAULIC AND STORMWATER ENGINEERING SEWER DESIGN
<input type="checkbox"/> Transportation	TRAFFIC ENGINEERING TRAFFIC SIGNALS AND STREET LIGHTING COMPLETE STREETS

RAILROAD CROSSINGS
SIGNAL TIMING
TRANSPORTATION IMPACT STUDIES AND PEER REVIEW

- ☐ Environmental ENVIRONMENTAL SERVICES AND PERMITTING
CLEAN WATER, MS4 PHASE II COMPLIANCE
HAZARDOUS MATERIALS
FUELING SYSTEMS
- ☐ Surveying CITY SURVEYOR SERVICES
DESIGN AND CONSTRUCTION
EASEMENTS AND ROW
- ☐ Electrical TRAFFIC SIGNALS
SOLAR POWER SYSTEMS
EMERGENCY BACKUP POWER SYSTEMS
ELECTRIC VEHICLE CHARGING

The CITY's 3-Year Capital Improvement Program, which includes City-Owned Property, Drainage, Parks, Right-of-Way and Transportation is available online at: <https://www.cityofsanrafael.org/capital-improvement-program/>

D. Terms and Conditions

The selected CONSULTANTs will work under a Master Agreement for work over the next three years. The terms and conditions of the agreement will be on an agreed time and material basis with a not to exceed fee. The prime consultant will be responsible for sub-consulting as required. The CONSULTANT's attention is directed to the attached sample Master Agreement and Task Order. Please pay close attention to the insurance and indemnification requirements. None of the language in the agreement is negotiable. A notice to proceed shall not relieve the CONSULTANT of the duty to obtain such insurance as required by this Section.

Worker's Compensation and Employer's Liability Insurance:

The CONSULTANT shall take out and maintain during the term of the Agreement, Worker's Compensation and Employer's Liability insurance for all of his employees engaged in the work under the Agreement. Should any work be subconsulted, the Consultant shall require the Subconsultant to similarly provide Worker's Compensation and Employer's Liability insurance, all in strict compliance with the State laws and to fully protect the CITY from any and all claims arising out of occurrences related to the work.

E. Necessary qualifications of the CONSULTANT

- a. Eligible firms shall be those with appropriate, recent experience and demonstrated knowledge of the discipline(s) noted in the SOQs.
- b. Eligible firms must have a principal office located in San Francisco Bay Area.

F. Selection Criteria

- a. **Overall Experience**
- b. **Local Experience**
- c. **Technical Competency**
- d. **Ability to respond in a timely manner**
- e. **Experience in Project Management**
- f. **Ability to meet contract and insurance requirements**

G. Time Frame and deadlines for submitting SOQ

SOQs meeting the above stated requirements are due no later than 2:00 pm (PDT) SEPTEMBER 16, 2019. Three (3) copies of the document should be enclosed in a sealed envelope identified clearly with the words “Statement of Qualifications – Master Service Agreement” addressed to:

**Rafat Raie
City of San Rafael – Department of Public Works
111 Morphew Street
San Rafael, CA 94901**

H. Format of SOQ

The submittal is to be prepared in a wire or plastic-bound 8 ½” X 11” format and limited to 15 pages for a single discipline, plus 10 pages for each additional discipline, including brochures. Covers and dividers are not included in the page count. 11” X 17” sheets may be used for specialized graphics. In addition, any information that needs to be returned should not be submitted. The CONSULTANT is requested to include the following information in the SOQ. It is expected that the SOQs will follow the order listed below:

- a. Name the firm and describe the work in which the firm is engaged. Provide the location of the office that will be performing the work (1 page maximum).
- b. Reference related work which best illustrates your qualifications for this project (5 pages maximum, per discipline).

- c. List the Project Manager and key personnel for the project. Resumes should demonstrate experience in the discipline presented (5 pages maximum, per discipline).
- d. List of contracts/agreements terminated for convenience or default within the past three years, if any.
- e. List any litigation that now affects or may affect in the future consultant firm's ability to perform.
- f. Confirm your firms' ability to meet contract & insurance requirements.
- g. Describe why you want to be considered and provide any other information you feel necessary (2 pages maximum).
- h. Submit a reduced sample(s) of your recent engineering or architectural plans, or other technical document related to the selected discipline on 11" X 17" size sheet(s). This is not included in the page count. Please choose a smaller project that you recently completed for a City, or other local district or municipality.

I. Short list selection process

- a. A review committee will evaluate all responses to the RFQ that meet the submittal requirements and the submittal deadline. Those submittals that do not meet the submittal requirements or the deadline will not be considered.
- b. The Statement of Qualifications (SOQs) will be ranked, and a short list of consultant firms will be established and contacted in writing for interviews. It is anticipated that short listed consultant firms will be limited to three (3) per discipline.

J. Finalist selection process

- a. A single set of interviews with the top-ranking firms may be held in order to establish the final ranking. Approximately thirty minutes will be allowed for presentations and fifteen minutes for questions by the selection group. The consultant's proposed Project Manager must lead the presentation.
- b. At the time of the interview, consultant firms shall provide resumes of key personnel they intend to use on the project.
- c. A selection group composed of City staff will evaluate the finalist teams.

- d. The selection group will rank the consultants. Final ranking of consultants will be based both on the Statement of Qualifications and ratings from the interview.
- e. The CITY may proceed with a master agreement with the top-ranking firms for all or part of the disciplines. Then, the CITY will negotiate a project task order with each consultant based on their unique characteristics and talent as CITY projects become available. If the CITY and the Consultant cannot reach agreement in the negotiation, the CITY will terminate negotiation and, at its option, negotiate with the next Consultant.

K. Anticipated Consulting Firm Selection Schedule

AUGUST 29, 2019	Distribution of RFQ
SEPTEMBER 16, 2019	Statement of Qualifications Due
SEPTEMBER 23-27, 2019	Interviews
SEPTEMBER 30, 2019	Distribution of Master Agreements

L. Additional Services

The CONSULTANT may be asked, at the CITY's discretion, to perform additional related tasks in addition to those currently anticipated above. The CONSULTANT should therefore have the capability to provide related design services, bid and construction assistance, etc.

Being selected under this solicitation will not preclude the CONSULTANT from being considered for any other transportation or engineering projects advertised by the CITY.

M. Maintenance of List

The CITY may, at its sole discretion, elect to use the list established by this selection process to provide services for one or more of the projects described in this Statement of Qualifications. The CITY may also select more than one CONSULTANT to fulfill the CITY's needs described in this RFQ, if it is deemed in the best interest of the CITY. The CITY may issue subsequent RFQ's for any of this work and related future work.

N. Conclusion

The CITY reserves the right to accept or reject any or all Statements of Qualifications, or to alter the selection process in any way, to postpone the selection process for its own convenience at any time, and to waive any defects in the Statement of Qualifications. The CITY also reserves the right to accept or reject any individual sub-consultant that a candidate proposes to use.

This RFQ and the interview process shall in no way be deemed to create a binding contract or agreement of any kind between the CITY and the CONSULTANT. By submitting a response to this RFQ, the successful CONSULTANT agrees to execute an agreement with the CITY in substantially the form attached to this RFQ as Attachment “A”. The CITY reserves the right to negotiate any and all terms of the agreement, including the Term, Scope of Service and Compensation.

Each candidate submitting a Statement of Qualifications in response to this RFQ acknowledges and agrees that the preparation of all materials for submittal to the CITY and all presentations, related costs and travel expenses are the candidate’s sole expense and the CITY shall not, under any circumstances, be responsible for any cost or expense incurred by the candidate. In addition, each candidate acknowledges and agrees that all documentation and/or materials submitted with the SOQ shall remain the property of the CITY.

Each candidate should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the CITY might not be in a position to establish that the information, which a candidate submits, is a trade secret. If a request is made for information marked “confidential”, the CITY will provide the candidate who submitted such information with reasonable notice to allow the candidate to seek protection from disclosure by a court of competent jurisdiction.

The selected CONSULTANT(s) shall procure at its own expense, and keep in effect at all times during the term of any agreement with the CITY, the types and amounts of insurance as specified in Attachment “A” to this RFQ.

City of San Rafael
MASTER CONSULTANT SERVICES AGREEMENT
(for _____)

THIS AGREEMENT is entered into on _____ between the City of San Rafael, a California municipal corporation (“City”), and _____ (“Consultant”).

RECITALS

A. The City wishes to contract for the provision of professional engineering design services, as described in individual “Task Orders” to be issued by the City during the Term of this Agreement.

B. Consultant has the skill, experience, ability, background, certification and knowledge to provide the services. Consultant qualifications have been reviewed and accepted by the City. Consultant desires to perform such professional services under agreement with the City.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the City and Consultant agree as follows:

AGREEMENT

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the professional engineering design services as requested and described in a Task Order issued for such services by the City, and shall coordinate activities so the project that is the subject of each Task Order is completed according to the City’s requirements.

a. **Task Orders.** It is understood and agreed that each Task Order shall list the scope of services to be performed, the schedule for performance, any special conditions, and the form, amount, and conditions of compensation for services. A Task Order is effective only when signed by Consultant and the City Manager and Public Works Director, or their authorized representatives. The City shall designate a Project Manager who shall be fully acquainted with the project and have authority within the limits of City policy to render decisions promptly.

The City will cooperate with Consultant and provide reasonable access to the site. Upon written request, the City shall provide all reasonably available information including reports, preliminary plans, maps, surveys, and other related information regarding its requirements for a project that is the subject of a Task Order. Consultant may reasonably rely on the accuracy and completeness of the information provided.

b. **Performance.** Consultant shall perform the services described in the Task Order. The time of performance of the services under this Agreement is important to the City, and all time deadlines identified in the Task Order shall be strictly construed.

2. Compensation and Payment.

a. Compensation. As consideration for services, City agrees to pay Consultant, and Consultant agrees to accept from City as full compensation for the services, a fee that does not exceed the total budgeted amount detailed in each Task Order. Each Task Order may reflect either a fixed fee amount or an hourly rate. The rates shall include all direct and indirect charges to each Task Order, except as noted in the Task Order. Consultant may revise the hourly rate schedule yearly, to take effect on the first day of January.

b. Payment. Consultant shall bill City monthly, and City agrees to pay the invoice within 30 days of receipt. Each payment shall be for the invoiced amount, with no retention.

3. Term; Termination.

a. Term. This Agreement shall begin upon execution by both parties and remain in effect for three (3) years thereafter.

b. Termination. Either party may terminate the Agreement by giving seven days written notice to the other party. If City sends a termination notice, Consultant shall stop work at the stage directed by the City, and shall deliver all drawings, specifications, and documentation developed as of that time. Consultant shall accept as full payment either: (i) if the Task Order indicated an hourly rate, payment based on the hours worked up to the time of termination; or (ii) if the Task Order indicated a fixed fee, a pro-rata share of the total Agreement based on the portion of work actually performed.

4. **Professional Efforts; Responsible Personnel.** Consultant shall perform all services required under this Agreement in the manner and according to the standards observed by a competent Bay Area practitioner of the profession in which Consultant is engaged. All products that Consultant delivers to City shall conform to the standards of quality normally observed by a person practicing in Consultant's profession. The City shall be the sole judge as to whether the product of the Consultant is satisfactory. Consultant shall be liable and, upon demand, shall reimburse City for additional costs incurred by the City as a result of Consultant's errors or omissions. Consultant makes no other warranty, express or implied.

Consultant represents that it and its employees are fully qualified to perform the services under this Agreement. Consultant represents and warrants to the City that Consultant has, and at all times during the performance of this Agreement shall maintain, all licenses, permits, qualifications, and approvals that are required for Consultant to practice Consultant's profession. Consultant shall assign only competent personnel to perform services under this Agreement. If the City, in its sole discretion, at any time, desires the removal of any person or persons assigned by Consultant to perform services under this Agreement, Consultant shall remove any such person immediately upon receiving notice from the City.

Consultant shall, at its sole cost, expense, and liability; furnish all facilities and equipment that may be required for furnishing services under this Agreement.

5. **Independent Contractor.** Consultant, its agents, employees and independent contractors are and shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officers or employees shall have any control over the manner by

which the Consultant performs this Agreement and shall only dictate the results of the performance. Consultant shall not represent that Consultant, or its agents, employees or independent contractors, are agents or employees of the City. Consultant is responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Consultant shall obtain no rights to retirement benefits or other benefits that accrue to City's employees, and Consultant hereby waives any claim it may have to any such rights.

Except as the City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the City or to bind the City to any obligation.

6. **Interest of Consultant.** Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the geographical areas likely to be covered by this Agreement, or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's services under this Agreement. Consultant further covenants and represents that, in the performance of its duties; no person having any such interest shall perform any services under this Agreement.

If Consultant is determined to be a "Consultant" or a "designated employee" within the meaning of the Political Reform Act, Consultant will comply with the requirements of that Act by submitting a Statement of Economic Interest Form 700. (2 Cal. Code of Regs. §18701(a)(2).)

7. **Accounting Records.** The Consultant agrees to maintain all records and other evidence pertaining to costs incurred and work performed under this Agreement and shall make them available at the Consultant's office during the Agreement period and thereafter for a period of three years from the date of receipt of final payment.

8. **Ownership of Documents and Data.** All data, maps, photographs, and other material collected or prepared under this Agreement, and all documents of any type developed or obtained by Consultant in the performance of this Agreement, shall become the property of the City. Any re-use of designs without Consultant's written authorization will be at the City's risk.

9. **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 "Liabilities"), 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.

10. **Insurance.** Consultant shall procure and maintain at its sole cost for the duration of this Agreement the following insurance:

- a. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - (1) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
 - (2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
 - (3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
 - (4) Errors and omissions/Professional liability insurance for all design professionals such as architects, landscape architects or engineers.
- b. Minimum Limits of Insurance. Consultant shall maintain policy limits of no less than:
 - (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) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Worker's Compensation and Employers Liability: 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 the City.

(4) Errors and Omissions/Professional Liability: One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate. If Consultant maintains higher limits than the minimum required by this contract, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

c. Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Requirements. The insurance coverage required of the Consultant 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.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

f. Verification of Coverage. Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

11. **Miscellaneous provisions.**

a. Notice. Any notice to be given under this Agreement shall be given by enclosing it in a sealed envelope, first-class postage prepaid, and depositing it in the United States mail, addressed to the party at the following address. Notice shall be deemed received three business days after mailing, or upon personal delivery.

CITY: City of San Rafael
Attn: Rafat Raie, City Traffic Engineer
111 Morpew Street
San Rafael, CA 94901

CONSULTANT: _____

b. Assignment. This Agreement contemplates the personal services of Consultant and its employees and it is understood by both parties that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. Consultant shall not assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the City.

c. Business license. Consultant shall obtain a City business license before beginning work under this Agreement.

d. Prohibited Interests. No officer or employee of the City shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the City if this provision is violated.

e. Governing Law; Litigation Expenses. California law shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in the County of Marin, California.

f. Incorporation. The Preamble, the Recitals, Exhibits and all defined terms set forth in both are incorporated into this Agreement by this reference. If there is a conflict between the body of this Agreement and an exhibit prepared by Consultant, the body of the Agreement shall control.

g. Severability. Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

h. Authority. All parties executing this Agreement represent and warrant that they are authorized to do so.

i. Entire Agreement; Amendments. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.

j. Non-waiver. A party's waiver of any term shall not be deemed a continuing waiver or a waiver of any other term.

k. Counterparts. This Agreement may be executed in counterparts.

12. **Signatures.**

CITY OF SAN RAFAEL

CONSULTANT

By:_____

By:_____

JIM SCHUTZ, City Manager

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

City of San Rafael
MASTER CONSULTANT SERVICES AGREEMENT
DATED _____
WITH _____

TASK ORDER NO. ____

Project title: _____

THIS TASK ORDER is entered into on _____, 201__ between the City of San Rafael, a municipal corporation ("City"), and _____, ("Consultant").

RECITALS

A. The City and Consultant have entered into a Master Consultant Services Agreement ("Agreement") dated _____ under which Consultant has agreed to perform certain professional consulting services for the City; and

B. Pursuant to the terms of the Agreement, the City wishes Consultant to perform certain tasks as set forth in this Task Order, which constitute the Project;

NOW, THEREFORE, City and Consultant agree as follows:

AGREEMENT

1. Scope of services. Consultant shall provide any and all of the services set forth in Attachment A of this Task Order, dated _____, as directed by the City.

_____ shall be the Project Manager for Consultant for this Task Order. Additional professional services may be performed by other Consultant staff with prior notice and approval by City.

a. City's duties. The City will:

- (1) Determine the scope of services, as set forth in Attachment A.
- (2) Make available the project plans and specifications and other City data related to the project, including full information as to the City's requirements.
- (3) Designate _____ as the person at the City responsible for monitoring performance under this Task Order.

b. Consultant duties. The Consultant will:

- (1) Provide and perform tasks identified in Attachment A, Scope of Services.
- (2) Provide miscellaneous consulting and other services related to the Project and not stipulated elsewhere in this Task Order, when requested by the City in writing. A

Task Order Amendment is required if these additional services cannot be performed within the Task Order budget.

2. Date of completion; Work hours estimate; Cost estimate and budget; Fee schedule.
[NOTE: Choose appropriate highlighted section below. Yellow section is for ongoing plan check or inspection and is used with sample Attachment B. Blue section is for a specific project using consultant proposal as Attachment B.]

Sample 1: With regard to each project given to Consultant that is subject to this Task Order, the time of completion, work hours estimate, cost estimate and budget and fee schedule are set forth in Attachment B to this Task Order, as follows:

Date of completion: Attachment B, Section 1
Work hours estimate: Attachment B, Section 2
Cost estimate and budget: Attachment B, Section 3
Fee schedule (Consultant's current hourly rate): Attachment C

Sample 2: The work hours estimate, cost estimate and budget and fee schedule are set forth in the attachments to this Task Order, as follows:

Date of completion: Attachment B
Work hours estimate: Attachment B,
Cost estimate and budget: Attachment B
Fee schedule (Consultant's current hourly rate): Attachment C

3. Authorization to proceed.

The City will give Consultant authorization to proceed with the work specified in this Task Order only after Consultant submits updated insurance certificates and endorsements, in accordance with Section 10 of the Agreement.

4. Master Agreement terms; Conflicts.

Except as expressly otherwise provided herein, all terms of the Agreement shall apply to Consultant in the performance of work pursuant to this Task Order. If there is a conflict between this Task Order and the Agreement, this Task Order shall control.

4. Amendment of Task Order; Conflicts.

Except as provided in Section 1(b)(2) above, this Task Order may not be modified except by an Amended Task Order executed and approved in the same manner as the Task Order.

5. Signatures. The parties have executed this Task Order, as of the date first written above.

CITY OF SAN RAFAEL	CONSULTANT
By: _____ Jim Schutz, City Manager	By: _____
Contents approved:	Name: _____
By: _____ Bill Guerin, Public Works Director	Title: _____
Reviewed By	(if Consultant is a corporation, add signature of second corporate officer)
By: _____ Robert F. Epstein, City Attorney	By: _____
	Name: _____
	Title: _____