City of San Rafael

MASTER CONSULTANT SERVICES AGREEMENT

DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITH \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TASK ORDER NO. \_\_\_\_

Project title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Amount: $\_\_\_\_\_\_\_\_\_\_\_\_\_

THIS TASK ORDER is entered into on\_\_\_\_ , 201\_\_ between the City of San Rafael**,** amunicipal 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 Consultantstaff 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 Cityin 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, then delete this instruction. 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.]***

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

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.

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

*[Note to Staff: If the Task Order is for less than $10,000, substitute the following for the first two City signatures above, and then delete this instruction.]*

**CITY OF SAN RAFAEL**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Public Works Director

**Contents approved**:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Traffic Engineer

Attachments:

A Scope of work dated\_\_\_\_\_\_\_\_\_\_\_\_\_

B Time of completion, work hours estimate, cost estimate and budget

C Fee schedule (Consultant's current hourly rate)