EXHIBIT A

CITY OF SEBASTOPOL
CONTRACT NO. 2020-01-__
MASTER AGREEMENT FOR ENGINEERING CONSULTING SERVICES
[Consultant Name]

THIS AGREEMENT made and entered into this _____ day of _____, 2020 by and between the City of Sebastopol, a municipal corporation located in the County of Sonoma, State of California, hereinafter referred collectively to as "CITY" and **[Consultant Name],** a California Corporation with principal offices at [1234 Fifth Street, City State, ZIP], hereinafter referred to as "CONSULTANT",

WITNESSETH

WHEREAS, CITY has the need for On-Call Engineering services; and

WHEREAS, CITY desires to contract for such services with a private consultant; and

WHEREAS, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the proper experience and background to carry out the duties involved; and

WHEREAS CITY wishes to retain CONSULTANT for the performance of said services;

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

CITY, pursuant to the authority set forth at Government Code Section 36505, does hereby appoint CONSULTANT, in a contractual capacity, to perform the following services on an “on call, as needed” basis, in accordance with the terms and conditions hereinafter set forth;

The type of Engineering or other services to be provided include:

TBD

1) **CAPITAL PROJECTS** - As assigned, pursuant to approval of scope of work and fee proposal by the City Council, perform services which may include but are not necessarily limited to the following:
   a) Preliminary Engineering: Prepare alternatives analyses, preliminary layouts, surveying, geotechnical services, and estimates of probable cost.
   b) Permits: Assist the City in obtaining approvals and permits from various agencies, including CALTRANS, Regional Water Quality Control Board, US Army Corps of Engineers, CA Department of Fish and Game, etc.
   c) Construction Documents: Prepare engineering calculations and designs, plans, specifications, cost estimates, and contract bidding documents.

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d) Bidding Assistance: Assist the City with technical support during bidding phase for public contracts, attend pre-bid conferences and job walks, perform construct-ability review of other firms or own plans and specifications, prepare addenda, analyze bids, and recommend award.
e) Construction Support/Construction Management: Attend pre-construction conferences; monitor construction schedule, visit construction site as required for progress and quality of work evaluation. Assist City with interpretation of the plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders.

2) **OTHER MISCELLANEOUS SERVICES -** CITY may from time-to-time have the need for other services not specifically listed in this agreement for which CONSULTANT has the necessary experience and capabilities to provide. CITY may authorize CONSULTANT to perform such selected services on an as-needed basis.

3) PROJECT ASSIGNMENTS

a) the City may from time to time during the term of this agreement, solicit proposals from CONSULTANT for various City projects. Individual project assignments will be awarded by amendments to this agreement, concurrent with the term of the master contract.
b) The City will award contract amendments for each project based upon a scope of services, work schedule, and fee proposal submitted to the City on request, and subject to approval by the City Council. For any given project, the City may elect to contract with more than one consultant based upon their field of expertise.
c) Consultants are also encouraged to team with other pre-qualified consultants on project proposals where multiple disciplines are required.

4) **RECORDS** All records produced by CONSULTANT during the course of your work under this agreement are and at all times shall remain the property of the CITY. CONSULTANT shall assemble these records in an orderly fashion and store same, for at least three years, in a mutually agreed upon location so that they may be reasonably available to the public or to the officials of CITY as required. Copies of records shall be provided to the City from time to time, as requested.

5) TERMINATION - This Master Agreement may be terminated at will by either party with or without cause upon 30 days written notice.

6) GENERAL CONDITIONS

a) CITY shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by CONSULTANT performing services hereunder for CITY.
b) All documents, including but not limited to plans and specifications, prepared by CONSULTANT are instruments of services, only. They are not intended nor represented to be suitable for reuse on extensions of this project or any other project. Any reuse without specific permission by CONSULTANT shall be at the user's sole risk. CITY hereto agrees to save, keep and hold harmless CONSULTANT from all damages, costs or

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expenses in law and equity including costs of suit and attorney's fees resulting from such reuse.

c) CONSULTANT agrees to save, keep, hold harmless and indemnify CITY and its officers, and employees from all damages, in law and equity caused by any negligent act or omission to act on the part of CONSULTANT or any of its officers, employees or subcontractors. CITY shall save, keep, hold harmless indemnify CONSULTANT from all damages suffered in the performance of the authorized by this Agreement that are not the result of wrongful acts of the CONSULTANT, its officers, employees or subcontractors.

d) CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees. Refer to Exhibit "A", INSURANCE REQUIREMENTS FOR CONSULTANTS, attached hereto and thereby made a part of this contract.

7) **NOTICES** - For purposes hereof, unless otherwise provided in writing by the parties hereto, the address of the CITY and the proper person to receive any notice on the CITY'S behalf is:

Henry Mikus, Engineering Manager
City of Sebastopol
714 Johnson St.
Sebastopol, CA 95472

For the purposes hereto, unless otherwise provided in writing by the parties hereto, the address of CONSULTANT and the proper person to receive any notice on the CONSULTANT'S behalf is:

Name of Principal (who signs agreement)
Business Name
Address
City, State, ZIP

8) ARBITRATION - All claims, disputes, and other matters in question between the parties to this AGREEMENT, or breach thereof, may be decided by arbitration in accordance with the then-most current rules of the American Arbitration Association, if the parties mutually agree.

9) MISCELLANEOUS

a) The titles used in this agreement are for general reference only and are not a part of the Agreement.

b) This Agreement shall be interpreted as though prepared by both parties.

c) Any provision of this agreement held to violate any law shall not invalidate the remainder of this Agreement.

d) This Agreement shall be interpreted under the laws of the State of California.

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10) TERM OF AGREEMENT – This Agreement shall remain in effect for an initial term of 3 (three) years. Extensions of the agreement may be made upon mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers the day and year first above written in this Agreement.

CITY OF SEBASTOPOL	CONSULTANT BUSINESS NAME
_____	_____
Larry McLaughlin, City Manager	Principal

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EXHIBIT B

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

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 (Ed. 1187) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession.

Minimum Limits of Insurance
Consultant shall maintain limits no less than:

1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations, as applicable.** If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions liability: $3,000,000 per occurrence.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions 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 retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions
The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees and volunteers** are to be covered as insureds as respects liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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3. The Workers Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under terms of this policy which arise from the work performed by the named insured.

4. 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 the Additional Insured. 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.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

6. **Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.**

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:Vll, unless otherwise acceptable to the City.

Verification of Coverage
Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All original, signed certificates and endorsements are to be received and approved by the City prior to City's approval of the contract and commencement of work. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subconsultants
Consultant agrees to include with all subconsultants in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Contract Documents. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of the contract indemnity and insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all sub-consultant to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Consultant will provide proof of compliance to the City.

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