



City of  
**Mountain View**

REQUEST FOR PROPOSALS

FOR

TERRA BELLA AVENUE BIKEWAY FEASIBILITY STUDY, PROJECT 22-30

RFP NO. R251305

RFP ISSUE DATE: THURSDAY, OCTOBER 24, 2024

**PROPOSAL DUE DATE AND TIME:  
THURSDAY, NOVEMBER 21, 2024, 4:00 P.M. PACIFIC TIME**

TO

PUBLIC WORKS DEPARTMENT  
ATTN: ARUNA BODDUNA  
500 CASTRO STREET  
MOUNTAIN VIEW, CA 94041

**FOR QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS,  
CONTACT THE POINT OF CONTACT (POC):**

ARUNA BODDUNA, TRANSPORTATION PLANNER  
650-903-6235

[aruna.bodduna@mountainview.gov](mailto:aruna.bodduna@mountainview.gov)

**TABLE OF CONTENTS**

	<u>Page</u>
I. BACKGROUND .....	1
II. SCOPE OF SERVICES .....	2
III. RFP PROCESS .....	4
A. INVITATION TO RESPOND .....	4
B. ISSUING OFFICE .....	5
C. QUESTIONS .....	5
D. PROPOSED SCHEDULE.....	5
E. PREPROPOSAL CONFERENCE .....	6
F. CLARIFICATIONS .....	6
G. SUBMISSION OF PROPOSALS .....	6
H. CLOSING DATE.....	10
I. LATE SUBMISSIONS .....	10
J. ECONOMY OF PREPARATION.....	10
K. PROPRIETARY/CONFIDENTIAL INFORMATION .....	11
L. PROPOSAL MATERIAL OWNERSHIP .....	11
M. MULTIPLE/ALTERNATIVE PROPOSALS .....	11
N. ACCEPTABILITY OF PROPOSALS .....	11
O. PROPOSAL EVALUATION AND SELECTION .....	12
P. CITY’S RIGHTS.....	13
Q. EVIDENCE OF RESPONSIBILITY .....	13
R. INCURRED EXPENSES .....	13
S. NEWS RELEASES/ADVERTISING .....	13
T. CONFIDENTIALITY .....	13
IV. AGREEMENT TERMS .....	14
V. ATTACHMENTS .....	14
ATTACHMENT A—PROPOSAL COVER PAGE	
ATTACHMENT B—REFERENCES	
ATTACHMENT C—SAMPLE CITY STANDARD CONTRACT	

## I. BACKGROUND

- A. The City of Mountain View (City), incorporated in 1902, is a full-service charter city with a City Council/City Manager form of government and over 690 regular positions representing 14 departments. It is a municipal corporation of the state, located in Santa Clara County, California. The City is just over 12 square miles with a population of approximately 86,500 and has a General Operating Fund budget for Fiscal Year 2024-25 of approximately \$183.7 million.

### B. PROJECT OVERVIEW

Mountain View has a diverse and high-quality transportation network that serves all transportation modes, including pedestrians, bicycles, transit, and motor vehicles. The City has a network of accessible sidewalks, bike lanes, and beautiful trails, such as Stevens Creek Trail and Permanente Creek Trail, making it increasingly attractive and convenient for people to get around without a car. To that effect, the City Council Strategic Priorities for the “Mobility and Connectivity” goal focuses on developing a mobility network that enhances connectivity across the City, promotes safe active transportation options, and increases walking and biking. Aligned with this Council goal, the Terra Bella Avenue Bikeway Feasibility Study will evaluate options for adding on-street bicycle facility along the corridor.

Terra Bella Avenue extends between West Middlefield Road to the west and San Leandro Avenue to the east. This roadway has a posted speed limit of 25 miles per hour, with one travel lane in each direction, and a curb-to-curb distance of 48’ to 50’ west of Shoreline Boulevard and 46’ to 48’ to the east. On-street parking is permitted on both sides of the street. Terra Bella Avenue is identified as a [suggested route to school](#) for nearby elementary and middle schools.

The Shoreline Boulevard Corridor Study (2014) recommended that the intersections of Terra Bella Avenue/North Shoreline Boulevard and West Middlefield Road/Terra Bella Avenue be redesigned as protected intersections. Protected bikeways and a reversible bus lane are planned for Shoreline Boulevard with stops on Terra Bella Avenue. The protected bikeways will be delivered as part of an active project (Project 18-43), and the reversible bus lane has been deferred for later implementation.

Proposals are solicited in accordance with the terms, conditions, and instructions as set forth in this Request for Proposals (RFP).

## II. SCOPE OF SERVICES

The scope of work, consultant selection process, and other related items are described in this RFP. The requested scope is the minimum needed to meet City objectives.

Proposers must provide a specific, well-developed scope of work for all tasks and are expected to incorporate their own expertise into the scope and propose modifications they deem necessary or advisable. Additionally, all work shall comply with all applicable codes, regulations, specifications, and guidelines governing this work.

The City has allocated approximately One Hundred Fifty Thousand Dollars (\$150,000) to complete this project.

The Terra Bella Avenue Bikeway Feasibility Study will assess the feasibility for adding on-street bicycle facilities along Terra Bella Avenue between West Middlefield Road and San Leandro Avenue.

The goal of the project is to develop up to three (3) concept alternatives for adding on-street bicycle facilities on Terra Bella Avenue. The feasibility study will identify appropriate criteria to evaluate the concept alternatives and develop a preferred alternative (that could be a hybrid of one (1) or more alternatives). This study is expected to be completed within twelve (12) months of project initiation.

The Scope of Work below is the **minimum** necessary to meet the City's objectives. The Consultant is expected to expand on this scope of work and to incorporate their own expertise into their proposal.

### Task 1—Project Initiation and Management

The Consultant shall conduct a project kickoff meeting, regular check-in meetings, manage subconsultants and/or vendors, and shall prepare monthly progress reports and invoices. Reports and deliverables will be in Word, Excel, and PDF and reviewed/approved by the City before deemed complete.

*Deliverables: Monthly progress reports and invoices.*

### Task 2—Data Collection and Analysis

The Consultant shall

- Visit the project site and investigate existing site conditions to identify opportunities and constraints.

- Review and research data/reference material pertinent to the project, including, but not limited to, the following:
  - [Pedestrian Master Plan](#), 2014;
  - [Bicycle Transportation Plan](#), 2015;
  - [Vision Zero Action Plan/Local Roads Safety Plan](#) (2024);
  - [Active Transportation Plan](#) (under way);
  - [Shoreline Boulevard Corridor Study](#);
  - [Terra Bella Visioning Plan Draft](#) (not adopted by Council); and
  - Development projects in the vicinity (the City will provide this information).
  
- Collect all pertinent data as needed to assess the feasibility of an on-street bike facility. Data collection will include, but not be limited to:
  - As-built drawings of public rights-of-way (ROWs) in the study area;
  - Curb-to-curb distances and lane widths;
  - Multi-modal traffic counts at key locations and/or intersections;
  - Parking inventory and weekday/weekend parking utilization data;
  - Speed survey data; and
  - Traffic collision data.

*Deliverables: Summary report of background document review, and compilation of existing data and documentation of additional data collection needs.*

### Task 3—Concepts Development and Analysis

The Consultant shall develop up to three (3) conceptual alternatives, including high-level illustrative exhibits. The Consultant shall develop evaluation criteria that, at a minimum, include pedestrian/bicycle safety and comfort, multi-modal transportation assessment (including collision and traffic analysis), on-street parking demand, access impacts (deliveries, garbage), constructability, and right-of-way impacts (if any).

*Deliverables: Concept alternatives exhibits, evaluation criteria memo, and alternatives evaluation memo.*

### Task 4—Outreach and Engagement

In consultation with City staff, the Consultant shall prepare for and facilitate community meetings. The Consultant shall also prepare outreach materials to inform community members about engagement opportunities. All public-facing materials shall be provided in English and three (3) other top languages, which are currently Spanish, Chinese, and

Russian. The outreach efforts may include developing a project dashboard and conducting meetings, workshops, and/or survey involving stakeholders and community members.

*Deliverables: Outreach and engagement materials, attendance and presentation at the meetings, and meeting summary reports.*

#### Task 5—Concept Refinement

Based on the assessment of feasibility and tradeoffs, as well as analysis of community and Bicycle/Pedestrian Advisory Committee (BPAC) feedback, the consultant shall develop a preferred alternative that could be hybrid of one (1) or more alternatives. The refined concept should also include features such as modifications to the nearby intersections (if any). The Consultant shall develop high-level cost estimates for the preferred alternative.

#### Task 6—Draft and Final Reports

The Consultant shall prepare the project feasibility study report and other associated materials with input and review by a multi-department team of City staff.

*Deliverables: Draft Feasibility Study Report and Final Feasibility Study Report.*

#### Task 7—Presentations

The Consultant shall prepare and deliver presentation materials at a minimum of four (4) meetings that may include the Bicycle/Pedestrian Advisory Committee, Council Transportation Committee, and City Council.

*Deliverables: Presentation materials, attendance, and presentation at the meetings.*

All project deliverables will be provided in appropriate electronic format (text, spreadsheets, photos, etc.) in addition to searchable PDF files.

### **III. RFP PROCESS**

#### **A. INVITATION TO RESPOND**

The City of Mountain View invites qualified Proposers (Proposer or Consultant) to provide proposals for Terra Bella Avenue Bikeway Feasibility Study. See Scope of Services, Section II, for detailed requirements. Proposals are solicited in accordance with the terms, conditions, and instructions as set forth in this RFP.

B. ISSUING OFFICE

The Public Works Department is the department issuing this RFP. Proposers who do not notify the Point of Contact (POC) with their contact information and the RFP number when contacting the City assume complete responsibility in the event that they do not receive communications prior to the closing date.

C. QUESTIONS

Please email the POC if there are any questions regarding the RFP solicitation and process. Respondents and individuals associated with their firm shall not contact City employees, their contractors, or elected City officials outside of the process identified.

1. Proposers are responsible for reading carefully and understanding fully the terms and conditions of this RFP. Please email any requests for clarification or additional information to the POC by the date listed in the RFP Schedule. Requests should contain the following: "Questions: Terra Bella Avenue Bikeway Feasibility Study RFP" in the subject line. It is incumbent upon Proposers to verify City receipt of their questions.
2. All questions will be answered in writing. Both questions and answers will be distributed, without identification, to all Proposers who are on record with the City as having received this RFP via an addendum. No oral communications can be relied upon for this RFP.
3. To the extent that a question causes a change to any part of this RFP, an addendum will be issued addressing such changes.

D. PROPOSED SCHEDULE

The following table outlines the City's proposed schedule of major activities related to the RFP distribution, proposal submission, evaluation, and selection processes. All times referenced are in Pacific Time. The City reserves the right to amend the schedule as necessary.

	<u>Date</u>
1. RFP issued to prospective Proposers	October 24, 2024
2. Last date for submission of written questions (4:00 p.m.)	November 5, 2024
3. Issue addendum/response to written questions	November 8, 2024
4. Proposal submission deadline (4:00 p.m.)	November 21, 2024
5. Evaluation of proposals	November 22 to December 13, 2024
6. Potential interviews with proposers	December 16 to 20, 2024
7. Contract award date	February 2025

E. PREPROPOSAL CONFERENCE

A preproposal conference will NOT be held.

F. CLARIFICATIONS

The City reserves the right to obtain clarification of any point in a Proposer’s submittal or to obtain additional information necessary to properly evaluate a particular response. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of the Proposer’s proposal.

G. SUBMISSION OF PROPOSALS

1. Proposals shall be:
  - a. Submitted in the format set forth herein;
  - b. Submitted as one (1) package consisting of two (2) parts: Part I—Narrative Proposal; and Part II—Fee Proposal. Part II—Fee Proposal shall be submitted in a sealed envelope separately from Part I and labeled as “Part II—Fee Proposal”;
  - c. Made in the official name of the firm or individual under which the Consultant’s business is conducted (including the official business address);
  - d. Submitted with Attachment A of this RFP, signed by a person duly authorized to submit a proposal to this RFP solicitation;



- e. For hard copies, submitted in envelopes clearly marked with the assigned RFP title and closing date/time referenced on the outside of the envelope (lower-left corner);
  - f. Addressed to the POC, as identified on the Cover Page of this RFP;
  - g. Submitted as one (1) original and three (3) copies of maximum length sixty (60) pages (thirty (30) pages front and back), excluding Cover Page (Attachment A), References (Attachment B), Exceptions (Section 7 on Page 8), curriculum vitae, legal, conflict of interest, and insurance information. All hard copy documents submitted should be printed double-sided.
  - h. Accepted via mail or at the Public Works Department at Mountain View City Hall, located on the first floor at 500 Castro Street; and
  - i. Submitted after reviewing the sample Consultant Agreement (Attachment C). This is the City's standard consultant contract, and no amendments to such will be allowed. Submission of a proposal will be considered an acceptance of such contract by the Proposer.
2. Proposal Format: The proposal shall, at a minimum, cover the following items. Proposal sections should be labeled to match the numbers below:

Part I—Narrative Proposal

- a. Section 1—Completed Cover Page, Attachment A.
- b. Section 2—Project Understanding, Proposed Approach, and Work Plan: Approach and work plan describing the proposed approach to fulfill the stated objectives, including:
  - An itemized list and description of tasks;
  - Approaches to working with City staff, stakeholders, and the community;
  - Quality assurance and quality control plan;
  - Proposed organization and staff assigned to lead each task;
  - Estimated labor hours by task for key staff and by classification;

- Project schedule (subject to adjustment by mutual consent of the Consultant and City); and
  - Deliverables associated with each task.
- c. Section 3—Firm Profile: Provide information on the firm’s size, local organizational structure, financial stability, firm capacity, and resources. Include similar information for all subconsultants participating in the proposal.
- d. Section 4—Firm Qualifications: Provide a brief description of similar projects undertaken within the past five (5) years by key staff assigned to this project, including:
- Summary of work performed;
  - Total project cost;
  - Firm role and percentage of work the firm was responsible for;
  - Time period; and
  - A brief statement of the firm’s adherence to schedule and budget for the referenced project.
- e. Section 5—Team Qualifications: Identify the name and title of the lead contact person and all key staff who will be assigned to this project and include their role in the project. Provide curriculum vitae for key consultant team personnel and brief bios for all other team members. Provide a description of their responsibilities and the percentage of time expected to be spent on this project.

As applicable, provide a list of subconsultants and describe how each subconsultant will be utilized on this project. Identify principal staff assigned to this project from each subconsultant and their responsibilities on this project. Show subconsultants in the project organization chart.

- f. Section 6—References: Provide the name, title, email, and contact number for a minimum of three (3) references from projects of similar scope described in Section 4. References should preferably be from public agencies and shall be submitted on the form provided in Attachment B.
- g. Section 7—Exceptions: Discuss any exceptions or requested changes to the RFP requirements and conditions. If no exceptions are noted, it is

assumed the Proposer will accept all conditions and requirements of the RFP.

- h. Section 8—Insurance Certificate: Provide a copy of evidence of insurance as requested, per the attached Sample Contract, Attachment C.
- i. Section 9—Legal Information: As applicable, submit a list of lawsuits filed within the past two (2) years against the firm or its principals alleging misconduct and/or negligence. Submit a list of claims within the past two (2) years against the firm’s Professional Liability insurance policy (errors and omissions), if any. Accompanying each (or either) list shall be a declaration by a principal of the firm indicating careful review of such lists and adding appropriate information concerning the current status or other disposition of the lawsuits or claims. This information may be submitted separately and confidentially, if so desired.
- j. Section 10—Conflict of Interest: Pursuant to Section 706 of the City of Mountain View Charter, no City officer or employee shall have a financial interest, either directly or indirectly, in any contract, sale, purchase, or lease to which the City is a party.

As applicable, submit a list of all projects (completed within the past three (3) years or currently under way) located within Santa Clara County. Accompanying such a list shall be a declaration by a principal of the firm indicating knowledge of and careful review of the subject matter and asserting freedom from conflicts of interest that might arise from relationships with parties that are involved in disputes with the City.

Additionally, for firms that are currently working on projects within the City for other private- or public-sector clients, submit a list of the project(s), including a broad description of the work being performed and the efforts that will be undertaken to separate this project from the other projects to avoid the potential for any conflict of interest.

## Part II—Fee Proposal

Provide a detailed cost schedule for each program element described in the Scope of Services. For purposes of estimating, elements may be combined as appropriate, but both subtotals and totals must be shown. The City intends to award this contract to the firm the City considers will provide the best overall project services for the available budget. The elements of the fee proposal shall include the following:

- a. Estimated labor hours by task for key staff and by classification.

- b. An hourly rate schedule, valid for the duration of this contract (to be stated in the fee schedule), for each of the personnel who will be working on the project. Include an acknowledgment that the hourly rate schedule will be for the entire duration of the contract in the proposal.
- c. A detailed time and material not-to-exceed fee for each task described in the Scope of Services.

H. CLOSING DATE

Proposals must arrive at the location, date, and time identified on the Cover Page of this RFP in the format set forth herein. There will be no public opening of the proposals. The names of Proposers will not be released until after contract award.

I. LATE SUBMISSIONS

If mailing proposals, please allow sufficient mail delivery time to ensure timely receipt by the issuing office. Delivery of the proposals to the specified location by the prescribed time and date is the sole responsibility of the Proposers. Any proposal, modifications to proposals, or request for withdrawal of proposals arriving after the closing date and time are late and will not be considered unless the City determines that accepting the late proposals would be in the best interest of the City, and:

1. If it was transmitted through an electronic commerce method authorized by the solicitation and it was received at the initial point of entry to the City's infrastructure not later than the specified time; or
2. There is acceptable evidence to establish that it was received at the City location designated for receipt of the proposals and was under the City's control prior to the time set for receipt of the proposals; or
3. It was the only proposal received.

J. ECONOMY OF PREPARATION

Proposers shall prepare each proposal simply and economically, providing a straightforward, concise description of the Proposers' offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

K. PROPRIETARY/CONFIDENTIAL INFORMATION

Any information submitted with a proposal is a public record subject to disclosure unless a specific exemption applies. If a Proposer submits information clearly marked proprietary or confidential, it will be treated with the confidentiality to the extent permitted by law. However, it is the Proposer's obligation and expense to defend any legal challenges seeking to obtain said information. The City shall incur no liability due to release of information from a proposer labeled "proprietary" or "confidential."

L. PROPOSAL MATERIAL OWNERSHIP

All material submitted regarding and in response to this RFP becomes the property of the City of Mountain View and will only be returned to the Proposer at the City's option. Any person may review proposals after final selection and the contract award has been made. The City of Mountain View has the right to use any or all system ideas presented in reply to this request, subject to limitations outlined above in "Proprietary/Confidential Information." Disqualification of a Proposer does not eliminate this right.

M. MULTIPLE/ALTERNATIVE PROPOSALS

Proposers may submit more than one (1) proposal to reflect an alternative scope of work, project process, etc. However, only one (1) proposal should be identified as the Proposer's "PRIMARY PROPOSAL," and all others should be identified as "ALTERNATIVE PROPOSAL." To facilitate the evaluation process, the "ALTERNATIVE PROPOSAL" must follow the same format as the "PRIMARY PROPOSAL." Alternative approaches will be given consideration if the approach clearly offers increased benefits to the City.

N. ACCEPTABILITY OF PROPOSALS

The City shall determine which Proposers have met the requirements of this RFP. Failure to comply with any mandatory requirement will disqualify a proposal. The City shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The City may waive or permit to be cured minor irregularities or minor informalities in proposals that are immaterial or inconsequential in nature. Determination of acceptability of proposals shall be at the City's sole discretion.

The contents of the response of the successful proposal will become contractual obligations for contract negotiations. Failure of the responder to accept these obligations in a contract may result in cancellation of further negotiations.

O. PROPOSAL EVALUATION AND SELECTION

1. A selection committee will evaluate the proposals submitted and assign each a ranking. Following are the evaluation criteria for the proposals, with the assumption that all minimum requirements have been met:
  - a. Understanding of City needs;
  - b. Effectiveness and clarity of project approach;
  - c. Qualifications and experience of the firm and project team in performing similar work for other public agencies;
  - d. Demonstrated success on previous projects of similar scope;
  - e. Adherence to the requirements of this RFP;
  - f. Any litigation brought against the firm;
  - g. Proposed timeline for completion of services;
  - h. Consideration of best overall project services for the available budget and total cost to the City;
  - i. The Consultant's Quality Assurance and Quality Control Plan; and
  - j. Any other factors as solely determined by the City to be in the City's best interest.
2. Oral Interview: The City may evaluate proposals solely on the basis of each Proposer's written submittal, or the City may invite those consulting firms deemed to have submitted the best proposals to an interview with the selection team. The Proposer's key staff members should be in attendance.
3. Selection Process: Per City policy, the determination of the most qualified consultant shall be on the basis of demonstrated competence and qualifications for the type of services.

The City will check the references of the top-ranked consultants for such things as: record in accomplishing work in a timely manner for similar projects within budget; quality of work completed for the City or other public agencies; ability to work with City staff and the public; and outstanding litigation.

The City reserves the right to select, approve, recommend, or disapprove subconsultants at the City's discretion.

The City shall negotiate an agreement with the most qualified Proposer. If negotiations with such Proposer are unsuccessful, the City will negotiate with the second-highest-ranked firm. The selection process will be complete once a contract is executed. When the City has reached an agreement with a Consultant, all firms submitting a proposal will be notified of the results in writing.

P. CITY'S RIGHTS

The City reserves the unilateral right to cancel this RFP, in whole or in part, or reject any or all proposals submitted in response to this RFP when such action is determined to be advantageous to the City as determined solely by the City. The City also reserves the unilateral right to award a contract in whole or in part; to award a contract to one (1) or more Proposers; to waive or permit cure of minor irregularities; and to conduct discussions with Proposers in any manner necessary.

Q. EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFP, the City may require the Proposer to submit such additional information bearing upon the Proposer's ability to perform the contract as the City deems appropriate. The City may also consider any information otherwise available, including, but not limited to, price, technical proposal, and qualifications relative to ability, capacity, integrity, ethics, performance record, and experience of the responder.

R. INCURRED EXPENSES

The City will not be responsible for any expenses incurred by Proposers in preparing and submitting a proposal to this RFP.

S. NEWS RELEASES/ADVERTISING

News releases and/or advertising pertaining to this procurement or any part of the subject shall not be made without prior written approval of the City of Mountain View.

T. CONFIDENTIALITY

The Proposer shall instruct their employees and the employees of any subcontractors to keep as confidential information concerning the business of the City and the City's financial affairs, relations with City residents, and City employees as well as any other

information which may be specifically classified as confidential by the City of Mountain View.

#### IV. AGREEMENT TERMS

- A. It is anticipated that the resulting agreement will be for a fixed one (1) year contract from February 2025 to February 2026 with an option to extend for an additional one (1) year fixed term at the discretion of the City, if applicable.
- B. The successful Proposer will be required to enter into a contract for services with the City and utilize the City's standard contract, Attachment C. **Please review the attached standard City contract for additional requirements, including Section 9, Business License, and Section 10, Insurance.**

#### V. ATTACHMENTS

ATTACHMENT A—PROPOSAL COVER PAGE

ATTACHMENT B—REFERENCES

ATTACHMENT C—SAMPLE CITY STANDARD CONTRACT



**ATTACHMENT A—PROPOSAL COVER PAGE**

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**PROPOSER**

Company: \_\_\_\_\_

Name: \_\_\_\_\_

[PRINT OR TYPE]

Federal Tax I.D. No.: \_\_\_\_\_

Signature:\* \_\_\_\_\_

Street Address: \_\_\_\_\_

Title: \_\_\_\_\_

City: \_\_\_\_\_

Date: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Tel. No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

\* *Authorized Signature:* The signer declares under penalty of perjury that the signer is authorized to sign this document and bind the company or organization to the terms of this Agreement. The signer further understands and agrees that the conditions set forth in the instructions to Proposers, the terms and conditions and the specifications, together with this RFP, its attachments and amendments, the proposal, and any other documents submitted in response to the foregoing, shall form a part of and be construed with the contract.

Email: \_\_\_\_\_

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**ADDENDA**

To ensure that all Proposers have received each addendum, please check the appropriate box(es) below. Failure to acknowledge receipt of addendum/addenda may be considered an irregularity in the proposal:

Addendum number(s) received:     1     2     3

Or,  No addendum/addenda were received

Signature: \_\_\_\_\_

**ATTACHMENT B—REFERENCES**

Please provide a minimum of three (3) references where work of a similar size and nature was performed within the past five (5) years, preferably for a public agency.

**Client Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_  
\_\_\_\_\_ **Fax Number:** \_\_\_\_\_  
\_\_\_\_\_ **Email:** \_\_\_\_\_

**Date of Project (when was work performed):** \_\_\_\_\_  
**Describe what product or service was provided:**

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**Client Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_  
\_\_\_\_\_ **Fax Number:** \_\_\_\_\_  
\_\_\_\_\_ **Email:** \_\_\_\_\_

**Date of Project (when was work performed):** \_\_\_\_\_  
**Describe what product or service was provided:**

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**Client Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_  
\_\_\_\_\_ **Fax Number:** \_\_\_\_\_  
\_\_\_\_\_ **Email:** \_\_\_\_\_

**Date of Project (when was work performed):** \_\_\_\_\_  
**Describe what product or service was provided:**

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**ATTACHMENT C—CITY STANDARD CONTRACT**

**AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW  
AND \_\_\_\_\_ FOR  
TERRA BELLA AVENUE BIKEWAY FEASIBILITY STUDY SERVICES**

This AGREEMENT is dated for identification this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "CITY"), and \_\_\_\_\_, a \_\_\_\_\_, California Business Entity No. \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter "CONSULTANT"), (CITY and CONSULTANT hereinafter collectively "Parties" or individually "Party").

**RECITALS**

A. WHEREAS, CITY desires to retain the services of CONSULTANT to provide services related to a bikeway feasibility study, Project 22-30; and

B. WHEREAS, CONSULTANT is a qualified professional capable of providing the certain professional services which CITY seeks.

**AGREEMENT**

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, CITY does hereby engage CONSULTANT, and CONSULTANT agrees, to perform the services set forth herein in accordance with the following terms and conditions:

1. **Description of Services.** CONSULTANT shall provide the services set forth in CONSULTANT's proposal dated \_\_\_\_\_, attached hereto and incorporated herein as Exhibit A.

2. **Schedule and Term.** The schedule for performing said services is as follows:

CONSULTANT shall commence work under this Agreement on \_\_\_\_\_ and shall complete all work under this Agreement no later than \_\_\_\_\_.

3. **Compensation.** The hourly rate for services under this Agreement shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Compensation to CONSULTANT for services as set forth in Exhibit A shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Compensation to CONSULTANT for additional services, as assigned and only upon prior written authorization by CITY, shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Maximum compensation to CONSULTANT for providing the services set forth herein shall not exceed (including reimbursed expenses) \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

4. **Payment Schedule.** CITY shall make periodic payments within thirty (30) days of receiving and approving a billing statement in proportion to the satisfactory completion of CONSULTANT's services.

5. **Reliance Upon Professional Skill.** It is mutually agreed by the Parties that CITY is relying upon the professional skill of CONSULTANT, and CONSULTANT represents to CITY that CONSULTANT's work shall conform to generally recognized professional standards in the industry. Acceptance of CONSULTANT's work by CITY does not operate as a release of CONSULTANT's said representation.

6. **Independent Contractor.** It is agreed that CONSULTANT is an independent contractor, and all persons working for or under the direction of CONSULTANT are CONSULTANT's agents and employees, or qualify as independent contractors as defined and required by applicable law, and said persons shall not be deemed agents, officers, partners, or joint venturers of CITY or employees of CITY by virtue of this Agreement. CONSULTANT will defend, indemnify, and hold CITY harmless from any claims, demands, liabilities, costs, and expenses arising from CONSULTANT's misclassification of workers providing services under this Agreement.

7. **Conflict of Interest.** If, in performing the services set forth in this Agreement, CONSULTANT makes, or participates in, a "governmental decision" as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for CITY that would otherwise be performed by a CITY employee holding a position specified in CITY's Conflict of Interest Code, CONSULTANT shall be subject to CITY's Conflict of Interest Code, the requirements of which include the filing of one (1) or more statements of economic interest disclosing the relevant financial interests of CONSULTANT's personnel providing the services set forth in this Agreement. If subject to CITY's Conflict of Interest Code, CONSULTANT shall notify CITY's City Clerk at [city.clerk@mountainview.gov](mailto:city.clerk@mountainview.gov), 650-903-6304, or City Hall, 500 Castro Street, Third Floor, in order to enable electronic filing of the FPPC Statement of Economic Interest (Form 700).

8. **Ownership of Data and Documents.** CONSULTANT agrees all records, specifications, data, maps, designs, graphics, writings, recordings, and other tangible materials regardless of form or format, including, without limitation, electronically transmitted documents and ACAD files, and other collateral materials collected, compiled, drafted, prepared, produced, and/or generated in the performance of this Agreement shall be the property of CITY. CONSULTANT shall regularly provide such documents to CITY upon CITY's request. In the event this Agreement is terminated prior to completion of the scope of work, CONSULTANT shall provide all such data and documents to CITY forthwith.

9. **Business License.** Prior to the execution of this Agreement, CONSULTANT shall comply with Article I of Chapter 18 of the Mountain View City Code. More information is available online at [www.mountainview.gov/our-city/departments/finance-and-administrative-services/](http://www.mountainview.gov/our-city/departments/finance-and-administrative-services/)

[billing/business-licenses](#) or at City Hall, 500Castro Street, Second Floor, Finance and Administrative Services Department Lobby.

10. **Insurance.**

a. **Commercial General Liability Insurance.** CONSULTANT shall obtain and maintain Commercial General Liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. CONSULTANT's insurance coverage shall be written on an occurrence basis.

b. **Automobile Liability Insurance.** CONSULTANT shall obtain and maintain Automobile Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per occurrence.

c. **Professional Liability Insurance.** CONSULTANT shall obtain and maintain Professional Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per claim. Professional Liability insurance must be maintained, and evidence of insurance shall be provided to CITY for at least three (3) years after completion of work under this Agreement.

d. **Workers' Compensation Insurance.** CONSULTANT shall obtain and maintain statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per accident.

e. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current *A.M. Best's Rating* of A:VII unless otherwise acceptable to CITY.

f. **Verification of Coverage.** Insurance, deductibles, or self-insurance retentions shall be subject to CITY's approval. Original Certificates of Insurance with endorsements shall be received and approved by CITY before work commences, and insurance must be in effect for the duration of the Agreement. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to CITY or increase the duration of the project.

g. **Other Insurance Provisions:**

(1) If CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

(2) The City of Mountain View and CITY's officers, officials, employees, and volunteers are to be covered as an additional insured by an endorsement at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of **both** CG 20 10, CG 20 26,

CG 20 33, or CG 20 38 and CG 20 37 if a later revision is used or other endorsement approved by CITY's Risk Manager for Commercial General and Automobile Liability coverages.

(3) For any claims related to CONSULTANT's services pursuant to this Agreement, CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to CITY and CITY's officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY and CITY's officers, officials, employees, and volunteers shall not contribute to it.

(4) CONSULTANT grants CITY a waiver of any rights to subrogation which any insurer of CONSULTANT may acquire against CITY by virtue of the payment of any loss under such insurance (ISO CG 24 04 for CGL) and an endorsement to the Workers' Compensation policy. This provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

(5) CONSULTANT shall provide thirty (30) days' notice to CITY in the event of cancellation or modification to the stipulated insurance coverage.

(6) In the event CONSULTANT employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of CONSULTANT to ensure that all subcontractors comply with the same insurance requirements as stated in this Agreement.

(7) Approval of the insurance by CITY or acceptance of the Certificate of Insurance by CITY shall not relieve or decrease the extent to which CONSULTANT may be held responsible for payment of damages resulting from CONSULTANT's services or operations pursuant to this Agreement, nor shall it be deemed a waiver of CITY's rights to insurance coverage hereunder.

(8) If, for any reason, CONSULTANT fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of Agreement. CITY, at CITY's sole option, may terminate this Agreement and obtain damages from CONSULTANT resulting from said breach. Alternately, CITY may purchase such required insurance coverage, and without further notice to CONSULTANT, CITY may deduct from sums due to CONSULTANT any premium costs advanced by CITY for such insurance.

11. **Hold Harmless.** To the fullest extent permitted by law, CONSULTANT hereby agrees to and shall indemnify, defend, and hold CITY and CITY's officers, employees, agents, and volunteers harmless from any liability for damage or claims for damage for personal injury, including, but not limited to, death and/or property damage, caused by negligent acts, errors, or omissions in performance of professional services or operations under this Agreement by CONSULTANT or CONSULTANT's contractors, subcontractors, agents, or employees. CITY shall cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel reasonably acceptable to the City Attorney.

12. **Applicable Laws and Attorneys' Fees.** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Santa Clara. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing Party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

13. **Nondiscrimination.** CONSULTANT shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, physical or mental disability, military or veteran status, gender identity or expression, or genetic information.

14. **Amendment.** This Agreement may be amended in writing and signed by both Parties.

15. **Termination.** CITY may terminate this Agreement at any time by providing ten (10) days' advance written notice to CONSULTANT. Should CITY terminate pursuant to said notice, CITY shall pay CONSULTANT for CONSULTANT's services rendered to the date of termination based on percentage of completion of scope of basic services, including actual reimbursable expenses. In no event shall said fees exceed the maximum compensation established in this Agreement.

16. **Attachments or Exhibits.** Except as expressly referenced herein, no portion of any terms or conditions included in any attachments or exhibits shall be a part of this Agreement, and they shall have no force or effect. If any attachments or exhibits to this Agreement are inconsistent with this Agreement, this Agreement shall control.

17. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.

18. **Authority to Execute.** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement.

19. **Waiver.** The failure of CITY to insist upon a strict performance of any of the terms, conditions, and covenants contained herein shall not be deemed a waiver of any rights or remedies that CITY may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants contained herein.

20. **Headings.** The headings in this Agreement are inserted for convenience purposes only and shall not affect the terms of this Agreement.

21. **Public Records.** The Parties recognize and acknowledge that CITY is subject to the California Public Records Act, California Government Code Section 7920.000 and following. Public records are subject to disclosure.

22. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

23. **Notices.** Any notice given under this Agreement shall be in writing and shall be given by delivering the same to such Party in person, by delivering the same to such Party by reputable overnight courier or express service, or by sending the same to such Party by registered or certified mail, return receipt requested, with postage prepaid. The address(es) of each Party for the giving of notices hereunder are, until changed as hereinafter provided, the following:

To CITY:                      Public Works Director  
   City of Mountain View  
   500 Castro Street  
   P.O. Box 7540  
   Mountain View, CA 94039-7540

To CONSULTANT: \_\_\_\_\_

Any notice will be deemed given on the date of delivery, on the date of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no notice was given. A Party may change its notice address(es) at any time by giving written notice of such change to the other Party in the manner provided herein. Notice given by counsel shall be deemed given by the Party represented by such counsel.

24. **Compliance with Law.** CONSULTANT shall comply with all applicable laws and regulations of the federal, state, and local government, including, but not limited to, “The Code of the City of Mountain View, California.” CONSULTANT specifically agrees to comply with any applicable laws, regulations, and/or guidelines relating to COVID-19, including, but not limited to, Centers for Disease Control and Prevention (CDC) guidelines, Santa Clara County Department of Public Health orders and/or guidelines, and CITY’s protocols for contractors related to COVID-19 which are located at [www.mountainview.gov/our-city/departments/finance-and-administrative-services/purchasing](http://www.mountainview.gov/our-city/departments/finance-and-administrative-services/purchasing) and incorporated herein by this reference, as amended from time to time.

27. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which in the aggregate shall constitute one and the same instrument, and the Parties agree that signatures on this Agreement shall be sufficient to bind the Parties.



IN WITNESS WHEREOF, this Agreement, dated \_\_\_\_\_ for identification, between the City of Mountain View and \_\_\_\_\_, for services related to Bikeway Feasibility Study, Project 22-30, is executed by CITY and CONSULTANT.

“CITY”:  
CITY OF MOUNTAIN VIEW,  
a California charter city and municipal  
corporation

“CONSULTANT”:  
\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

APPROVED AS TO CONTENT:

Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Taxpayer I.D. Number

FINANCIAL APPROVAL:

\_\_\_\_\_  
Finance and Administrative  
Services Director

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney