



City of  
**Mountain View**

REQUEST FOR QUALIFICATIONS

FOR

LAND DEVELOPMENT SECTION

CIVIL ENGINEERING SUPPORT SERVICES

- IMPROVEMENT PLAN REVIEW
- SURVEY AND SUBDIVISION MAP REVIEW
  - PROJECT MANAGEMENT
- SMALL CELL WIRELESS FACILITIES AND TELECOMMUNICATION FIBER OPTIC PERMITS

RFQ NO. R251084

RFQ ISSUE DATE: TUESDAY, SEPTEMBER 24, 2024

**QUALIFICATIONS DUE DATE AND TIME:  
TUESDAY, OCTOBER 22, 2024, AT 2:00 P.M. PACIFIC TIME**

TO:

PUBLIC WORKS DEPARTMENT—ATTN: ARLYNN A. BUMANGLAG  
**SUBMIT VIA EMAIL ONLY:** [arlynn.bumanglag@mountainview.gov](mailto:arlynn.bumanglag@mountainview.gov)

**FOR QUESTIONS REGARDING THIS REQUEST FOR QUALIFICATIONS,**

**CONTACT THE PRIMARY POINT OF CONTACT (POC):**

Arlynn (*Arlene*) Bumanglag, Associate Engineer  
650-903-6311

[arlynn.bumanglag@mountainview.gov](mailto:arlynn.bumanglag@mountainview.gov)

*EXCEPT between September 25 and October 16*

**CONTACT THE SECONDARY POC:**

Chong Hong, Senior Civil Engineer  
650-903-6311

[chong.hong@mountainview.gov](mailto:chong.hong@mountainview.gov)

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## I. INTRODUCTION

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. OVERVIEW

The City is interested in developing a formal list of qualified firms to provide on-call civil engineering services to support the Land Development Section of the Public Works Department with improvement plan review, surveying and subdivision map review, project management, and/or small cell wireless facilities and fiber optic telecommunication permits.

Based upon the information presented in the Statement of Qualifications (Qualifications/Qualifications/Qualifications Statement), the City will establish a prequalified list of firms who may be selected for future consideration to provide on-call civil engineering support services, and a standard professional services agreement will be entered into with each selected firm to provide professional services on an on-call basis. The selected firms will be placed on a formal list of qualified firms from which the City may request proposals. At that time, the tasked firms will develop a detailed scope of services, proposed fees, and schedule.

The City will request services on an as-needed basis and pay according to an approved rate schedule. Upon determining a need for service, the City will inform the selected firm(s) from the prequalified list of the specific staffing needs and/or scope of work. The firm(s) will prepare a detailed scope and cost. Upon selection and agreement of a detailed scope and cost, the City will execute a standard professional services agreement for the work/services.

Qualifications are solicited per the terms, conditions, and instructions set forth in this Request for Qualifications (RFQ).

## II. SCOPE OF SERVICES

This RFQ describes the scope of work, consultant selection process, and related items for Civil Engineering Support Services. The requested scope is the minimum needed to meet the City's objectives.

The following generalized task descriptions are presented as information only to assist firms in preparing a Statement of Qualifications. The scope outlines the general services required to support the needs of the Land Development Section and is not a comprehensive task list.

Firms must submit a Statement of Qualifications for any or all of the services identified below. Firms are encouraged to include any additional tasks beyond the sample Scope of Services they may find necessary or beneficial to the City. The City reserves the right to enter into agreements for none, a portion, modified portions, or all the work described in this solicitation.

### **CIVIL ENGINEERING SUPPORT SERVICES**

#### **Improvement Plan Review**

- Review of improvement plans and engineer's cost estimates, including street/roadway design, grading and drainage, stormwater treatment, utilities, signing and striping, traffic and signalization, traffic control plans, joint trench and streetlights, erosion control, and landscape plans, for conformance with City requirements and standards, state regulations and standards, conditions of approval, and other applicable requirements to be determined by project.
- Utilize Bluebeam Revu for review services.
- Provide material in appropriate electronic format (text, spreadsheets, etc.) and PDF files.

#### **Survey and Subdivision Map Review**

- Review parcel maps, final maps, lot line adjustments, and plat maps and legal descriptions for technical accuracy and compliance with the Subdivision Map Act, City Subdivision Ordinance, City requirements, conditions of approval, surveying standards of practice, and other applicable requirements to be determined by project.
- Review requests for Certificate of Compliance, including chain of title records.
- Utilize Bluebeam Revu for review services.
- Provide material in appropriate electronic format (text, spreadsheets, etc.) and PDF files.

## **CIVIL ENGINEERING SUPPORT SERVICES**

### Project Management

- Manage land development projects, including preparation of staff reports, agreements, and permits.
- Coordinate improvement plan, survey and map reviews with staff and developers.
- Collaborate with staff and developers, including attendance at meetings.
- Utilize City online project management/permitting system.
- Provide material in appropriate electronic format (text, spreadsheets, etc.) and PDF files.

### Small Cell Wireless Facilities and Fiber Optic Telecommunication Permits

- Review and process Public Works (PW) permits for small cell wireless facilities (Small Cell) and telecommunication fiber optics (Fiber) installations in the public right-of-way, ensuring compliance with City requirements and state and federal laws.
- Small Cell PW permit review to include location research, structural plans and calculations, and electrical plans.
- Fiber PW permit review to include alignment research, utility pothole investigation, trench design, and/or bore profiles.
- Knowledge of applicable state and federal laws related to Small Cell and Fiber.
- Review, prepare, and execute Small Cell- and/or Fiber-related agreements.
- Coordinate and attend project meetings with utility carriers and contractors.
- Utilize City online project management/permitting system.
- Utilize Bluebeam Revu for review services.
- Provide material in appropriate electronic format (text, spreadsheets, photos, etc.) and PDF files.

### III. RFQ PROCESS

#### A. INVITATION TO RESPOND

The City of Mountain View invites qualified Firms (Proposer or Consultant) to provide a Statement of Qualifications (Qualifications) for LAND DEVELOPMENT SECTION, CIVIL ENGINEERING SUPPORT SERVICES. See Scope of Services, Section II, for detailed requirements. Qualifications are solicited in accordance with the terms, conditions, and instructions as set forth in this RFQ.

#### B. ISSUING OFFICE

The Public Works Department is the department issuing this RFQ. Firms who do not notify the Point of Contact (POC) with their contact information and the RFQ 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 RFQ 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. Firms are responsible for reading carefully and understanding fully the terms and conditions of this RFQ. Please email any requests for clarification or additional information to the POC by the date listed in the RFQ Schedule. Requests should contain the following: "Questions: Land Development Section RFQ" in the subject line. It is incumbent upon Firms to verify City receipt of their questions.
2. All questions will be answered in writing via email. Both questions and answers will be distributed via an addendum, without identification, to all Firms who are on record with the City as having received this RFQ. The addendum will also be posted on the City website. No oral communications can be relied upon for this RFQ.
3. To the extent that a question causes a change to any part of this RFQ, an addendum will be issued addressing such changes.

#### D. PROPOSED SCHEDULE

The following table outlines the City's tentative proposed schedule of major activities related to the RFQ distribution, qualification 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. RFQ issued to prospective Firms	Tuesday, September 24, 2024
2. Last date for submission of written questions (2:00 p.m.)	Wednesday, October 2, 2024
3. Issue addendum/response to written questions	Wednesday, October 9, 2024
4. Qualifications submission deadline (2:00 p.m.)	Tuesday, October 22, 2024
5. Evaluation of qualifications	Week of November 4, 2024
6. Potential interviews with firms	Week of November 18, 2024
7. List of Qualified Firms	December 2024

E. PREQUALIFICATION CONFERENCE

A prequalification conference will NOT be held.

F. CLARIFICATIONS

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

G. SUBMISSION OF STATEMENT OF QUALIFICATIONS

1. Qualifications shall be:
  - a. Submitted in the format set forth herein;
  - b. Submitted electronically, as identified on the cover page of this RFQ, in the format set forth herein. Include the following in the email subject line: “RFQ R251084—Land Development Civil Engineering Support Services”;
  - c. Submitted with two (2) separate attachments. The attachments shall be named: Part I—Statement of Qualifications; and Part II—Compensation Rate Schedule;
    - i. Part I—Statement of Qualifications shall be in Adobe PDF format and shall not be password-protected. It shall have a maximum

length of twenty (20) pages in 12-point font, excluding cover letter, Cover Page (Attachment A), References (Attachment B), Exceptions (Section 7 on Page 19), table of contents, curriculum vitae, bios, legal, conflict of interest, and insurance information;

- ii. Part II—Compensation Rate Schedule shall be in Adobe PDF format and shall not be password-protected;
  - d. Made in the official name of the firm or individual under which the Firm's business is conducted (including the official business address);
  - e. Submitted with Attachment A of this RFQ, signed by a person duly authorized to submit a qualification to this RFQ solicitation;
  - f. Addressed to the primary POC, as identified on the Cover Page of this RFQ;
  - g. Accepted via email only; and
  - h. 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 qualification will be considered an acceptance of such contract by the Firm.
2. Statement of Qualifications Format: The statement of qualifications shall, at a minimum, cover the following items. Qualifications sections should be labeled to match the numbers below:

Part I—Statement of Qualifications

- a. Enclose a cover letter, not to exceed one page, describing the firm's interest and commitment to perform work necessary to provide Land Development Section support. Identify both the project manager, with email address and a direct telephone number, as well as the contract signatory, with name and title. The person authorized by the firm to negotiate a contract with the City shall sign the cover letter.
- b. Section 1—Completed Cover Page, Attachment A.
- c. Section 2—Project Understanding, Proposed Approach, and Work/Management Plan: Approach and management plan describing the methods to fulfill the stated objectives, including:
  - Approaches to working with City staff and stakeholders



- Quality assurance and quality control plan;
  - Proposed organization and staff; and
  - Overall availability and capacity to complete and support the Land Development Section.
- d. Section 3—Firm Profile: Provide information on the firm’s size, local organizational structure, financial stability, firm capacity, and resources. Provide similar information for all subconsultants included in the qualifications statement.
- e. 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 awarded;
  - Firm role and percentage of work the firm was responsible for;
  - Time period for the project; and
  - A brief statement of the firm’s adherence to schedule and budget for the referenced project.
- f. 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, their availability, and existing committed hours. Provide curriculum vitae for key consultant team personnel and brief bios for all other team members. Provide a description of their responsibilities and special relevant information.

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.

- g. Section 6—References: Provide the name, title, email, and contact number for a minimum of three (3) references from projects providing services 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.

- h. Section 7—Exceptions: Discuss any exceptions or requested changes to the RFQ requirements and conditions. If no exceptions are noted, it is assumed the Firm will accept all conditions and requirements of this RFQ.
- i. Section 8—Insurance Certificate: Provide a copy of evidence of insurance as requested, per the attached Sample Contract, Attachment C.
- j. 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.
- k. 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—Compensation Rate Schedule

This RFQ is not associated with a specific proposal and will only establish a prequalified list of firms that will be requested to submit a services-specific

proposal. The submission of a compensation rate schedule (i.e., hourly rate schedule) as part of this RFQ will be for reference only.

The firm submitting a Request for Proposals (RFP) under the established on-call services list will be required to submit an updated hourly rate fee schedule and fee proposal when submitting for an RFP. The elements of that fee proposal shall include the following:

- a. Hourly rate schedule, valid for the duration of the contract (to be stated in the fee schedule), for each of the personnel classifications who will be working on the contract.
- b. The acknowledgement that the hourly rate schedule will be valid for the entire duration of each individual contract proposal.
- c. Travel time and costs, outside services costs, and per diem expenses shall be included in all cost proposals.

#### H. CLOSING DATE

Statement of Qualifications must be received by the primary POC at the date and time identified on the Cover Page of this RFQ in the format set forth herein. There will be no public opening of the qualifications. The names of the Firms will not be released until after completion of the selection process and the formal list of qualified firms is established.

#### I. LATE SUBMISSIONS

Delivery of the qualifications by the prescribed time and date is the sole responsibility of the Firms. Any qualification, modifications to qualifications, or request for withdrawal of qualifications arriving after the closing date and time are late and will not be considered unless the City determines that accepting the late qualifications 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 qualifications and was under the City's control prior to the time set for receipt of the qualifications; or
3. It was the only qualification received.

J. ECONOMY OF PREPARATION

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

K. PROPRIETARY/CONFIDENTIAL INFORMATION

Any information submitted with a statement of qualification is a public record subject to disclosure unless a specific exemption applies. If a Firm submits information clearly marked proprietary or confidential, it will be treated with the confidentiality to the extent permitted by law. However, it is the Firm'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 firm labeled "proprietary" or "confidential."

L. PROPOSAL MATERIAL OWNERSHIP

All material submitted regarding and in response to this RFQ becomes the property of the City of Mountain View and will only be returned to the Firm at the City's option. Any person may review qualifications 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 Firm does not eliminate this right.

M. MULTIPLE/ALTERNATIVE PROPOSALS

Firms may submit more than one (1) statement of qualification to reflect an alternative scope of work, project process, etc. However, only one (1) qualification should be identified as the Firm'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 QUALIFICATIONS

The City shall determine which Firms have met the requirements of this RFQ. Failure to comply with any mandatory requirement will disqualify a qualification. The City shall have the sole authority to determine whether any deviation from the requirements of this RFQ is substantial in nature. The City may waive or permit to be cured minor irregularities or minor informalities in qualifications that are immaterial

or inconsequential in nature. Determination of acceptability of qualifications shall be at the City's sole discretion.

The contents of the response of successful qualifications 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. QUALIFICATION EVALUATION AND SELECTION

1. A selection committee will evaluate the qualifications submitted on a pass/no pass basis. Following are the evaluation criteria for the qualifications, with the assumption that all minimum requirements have been met:
  - a. Understanding of City needs;
  - b. Effectiveness and clarity of project approach;
  - c. Longevity of the firm (minimum of five years) and the project manager(s) experience (minimum 10 years) providing similar services for other public agencies;
  - d. Qualifications and experience of the firm and project team in performing similar services for other public agencies;
  - e. Capacity and commitment of the firm to provide suitable staffing and service and to conduct simultaneous projects in a timely fashion;
  - f. Demonstrated success on providing similar scopes of service;
  - g. Geographic location of the principal offices of the firm;
  - h. Adherence to the requirements of this RFQ;
  - i. Any litigation brought against the firm;
  - j. The Firm's Quality Assurance and Quality Control Plan; and
  - k. Any other factors as solely determined by the City to be in the City's best interest.
2. Oral Interview: The City may evaluate qualifications solely on the basis of each Firm's written submittal, or the City may invite those consulting firms deemed to have submitted the best qualifications to an interview with the selection team. The Firm'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 agreements with the most qualified Firms to develop a formal list of qualified firms. The RFQ selection process will be complete once the City has established a formal list of qualified firms, and all firms submitting a statement of qualification will be notified of the results in writing via email.

P. CITY'S RIGHTS

The City reserves the unilateral right to cancel this RFQ, in whole or in part, or reject any or all qualifications submitted in response to this RFQ 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 Firms; to waive or permit cure of minor irregularities; and to conduct discussions with Firms in any manner necessary.

Q. EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFQ, the City may require the Firm to submit such additional information bearing upon the Firm'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 qualification, 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 Firms in preparing and submitting a qualification to this RFQ.

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 Firm 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 this RFQ will establish a formal list of qualified firms to perform on-call civil engineering services for an initial fixed three (3) year term from January 2025 to January 2028. Upon determining a need for service, individual agreements will be executed for a one (1)-year term with an option to extend at the discretion of the City.
- B. The successful Firms 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—STATEMENT OF QUALIFICATIONS COVER PAGE

ATTACHMENT B—REFERENCES

ATTACHMENT C—SAMPLE CITY STANDARD CONTRACT

**ATTACHMENT A—STATEMENT OF QUALIFICATIONS COVER PAGE**

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**FIRM**

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 Firms, the terms and conditions and the specifications, together with this RFQ, its attachments and amendments, the statement of qualifications, 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 Firms 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—Sample Contract**

**AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW  
AND \_\_\_\_\_ [OPTIONAL VARIABLE: d.b.a. \_\_\_\_\_] FOR  
\_\_\_\_\_ 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 \_\_\_\_\_, \_\_\_\_\_ [legal entity—Example: sole proprietorship, partnership, corporation, S corporation, limited liability company, etc., etc.] \_\_\_\_\_, [OPTIONAL—DP insert "doing business as \_\_\_ALL CAPS\_\_\_"], whose address is \_\_\_\_\_ (hereinafter "\*NAME\*"), (CITY and \*NAME\* hereinafter collectively "Parties" or individually "Party").

**RECITALS**

A. WHEREAS, CITY desires to retain the services of \*NAME\* to provide \_\_\_\_\_, Project \_\_\_\_\_ [OPTIONAL VARIABLE TO ADD CIP PROJECT NUMBER]\_; and

B. WHEREAS, \*NAME\* 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 \*NAME\*, and \*NAME\* agrees, to perform the services set forth herein in accordance with the following terms and conditions:

1. **Description of Services.** [Option 1—If \*NAME\* has provided a proposal and/or scope of work with cost schedule and rates, description of services can be referenced as follows:] \*NAME\* shall provide the services set forth in \*NAME\*'s proposal dated \_\_\_\_\_, attached hereto and incorporated herein as Exhibit A.

1. **Description of Services.** [Option 2—If no proposal and/or scope of work with cost schedule and rates was provided, complete the following describing the services.] \*NAME\* shall provide the following services:

\_\_\_\_\_ Describe services \_\_\_\_\_.

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

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

**\*\*\*OPTION: AUTHOR MAY INCLUDE STATEMENT REGARDING SPECIFIC METHOD OF PAYMENT SUCH AS AN HOURLY RATE, DAILY, ETC., AND MAY ALSO INCLUDE FUNDING FOR ADDITIONAL SERVICES (NOT INCLUDED IN EXHIBIT A) AS DIRECTED BY THE CITY\*\*\* [DP—delete this note.]**

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

**\*\*\*NOTE: FOR CONTRACTS FOR SERVICES SUBJECT TO PREVAILING WAGE (INCLUDES SUBCONTRACTED SERVICES). EXAMPLES INCLUDE, BUT ARE NOT LIMITED TO, GEOTECHNICAL WORK, FIELD TESTING, CONSTRUCTION INSPECTION, LAND SURVEYING WORK, AND TRAFFIC CONTROL. THIS LANGUAGE IS MANDATORY FOR ALL PUBLIC WORKS DEPARTMENT AGREEMENTS \*\*\* [DP—DELETE THIS NOTE.\*\*\***

4. **Compliance with Department of Industrial Relations.** \*NAME\* and \*NAME\*'s subconsultant(s) providing services on a public works project by employees whose job classification is subject to California prevailing wage laws must be registered with the Department of Industrial Relations and maintain registration for the duration of this Agreement. \*NAME\* and/or \*NAME\*'s subconsultants shall pay these employees per California prevailing wage rates and submit certified payroll records in conformance with Department of Industrial Relations requirements. **(END OF OPTIONAL PARAGRAPH) [DP—DELETE THIS NOTE.]**

**\*\*\*OPTION: FOR CONTRACTORS THAT WILL REQUIRE BUILDING ACCESS CARD WITH UNESCORTED ACCESS, INCLUDE THE FOLLOWING.\*\*\* [DP—delete this note.]**

5. **Contractor Building Access.**

a. All \*NAME\*'s employees and subcontractor's employees servicing CITY's account that require or request unescorted building access must be enrolled in the "Live Scan" fingerprint program, and the Department of Justice shall determine whether any individuals have been arrested or convicted of a violent or serious felony or has a pending criminal proceeding for a felony as defined in Section 45122.1 of the California Education Code. This report must be received and accepted by CITY from the Department of Justice prior to \*NAME\*'s employees and subcontractor employees beginning work. No \*NAME\*, \*NAME\* employees, subcontractor, or subcontractor's employees shall commence or continue work without clearance from the Department of Justice.

b. All required fees related to the Live Scan application process and other travel costs and time associated with security clearance will be the responsibility of \*NAME\*.

c. The forms and appointments may be obtained from the Mountain View Police Department at 650-903-6344. Each applicant will make an appointment to obtain an application

and to have fingerprints taken; charges will apply at this time (Fifty-Two Dollars (\$52) per applicant). The clearance process takes approximately two (2) weeks. After the clearance is given, an appointment should be made with CITY's Facilities Division, which will issue photo \*NAME\* ID badges.

d. While they are on the premises, \*NAME\*'s employees shall display photo ID badges at all times. **(END OF OPTIONAL PARAGRAPH) [DP—DELETE THIS NOTE.]**

6. **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 \*NAME\*'s services.

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

8. **Independent Contractor.** It is agreed that \*NAME\* is an independent contractor, and all persons working for or under the direction of \*NAME\* are \*NAME\*'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. \*NAME\* will defend, indemnify, and hold CITY harmless from any claims, demands, liabilities, costs, and expenses arising from \*NAME\*'s misclassification of workers providing services under this Agreement.

9. **Conflict of Interest.** If, in performing the services set forth in this Agreement, \*NAME\* 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, \*NAME\* 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 \*NAME\*'s personnel providing the services set forth in this Agreement. If subject to CITY's Conflict of Interest Code, \*NAME\* 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).

10. **Ownership of Data and Documents.** \*NAME\* 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. \*NAME\* 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, \*NAME\* shall provide all such data and documents to CITY forthwith.

11. **Business License.** Prior to the execution of this Agreement, \*NAME\* 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/billing/business-licenses](http://www.mountainview.gov/our-city/departments/finance-and-administrative-services/billing/business-licenses) or at City Hall, 500 Castro Street, Second Floor, Finance and Administrative Services Department Lobby.

12. **Insurance.**

a. **Commercial General Liability Insurance.** \*NAME\* 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. \*NAME\*'s insurance coverage shall be written on an occurrence basis.

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

c. **Professional Liability Insurance.** \*NAME\* 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.

>>NOTE: PROFESSIONAL LIABILITY INSURANCE *is required for all architects, engineers, experts, and consultants. If you feel this insurance may not apply to your Agreement, please contact Risk Management for waiver of this requirement.* [DP—delete this note.]<<

\*\*\*\*OPTIONAL—INSURANCE COVERAGES—NOTE: Higher limits may be required depending on the project. [DP—delete this note.]\*\*\*\*

>>NOTE: TECHNOLOGY PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS INSURANCE *is required for consultants—including colocation, cloud services, managed dedicated servers, programmers, and other IT professionals AND/OR CYBER LIABILITY INSURANCE is required for consultants providing hardware, prepackaged software or portal access—security and privacy liability, media liability, and extortion. If you feel this insurance may not apply to your Agreement, please contact Risk Management for waiver of this requirement.* [DP—delete this note.]<<

\_. **Technology Professional Liability or Errors and Omissions Insurance.** \*NAME\* shall obtain and maintain Technology Professional Liability or Errors and Omissions Liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence or claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by \*NAME\* in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of

copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations. Technology Professional Liability or Errors and Omissions insurance must be maintained, and evidence of insurance shall be provided to CITY for at least five (5) years after completion of work under this Agreement. >>NOTE: Limit may range between \$1 million and \$5 million, dependent on the scope of services per Risk Management approval. [DP—delete this note.]<<

\_\_\_ . Cyber Liability Insurance. \*NAME\* shall obtain and maintain Cyber Liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000) aggregate.

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by \*NAME\* in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations. Cyber Liability insurance must be maintained, and evidence of insurance shall be provided to CITY for at least five (5) years after completion of work under this Agreement. >>NOTE: Limit may range between \$1 million and \$5 million, dependent on the scope of services per Risk Management approval. [DP—delete this note.]<<

\_\_\_ . Pollution Insurance. \*NAME\* shall obtain and maintain Pollution insurance in a minimum amount of One Million Dollars (\$1,000,000) per occurrence or claim. >>NOTE: If risk potential is major (known hazardous materials and/or transporting), the limits to be used may be from \$2,000,000 to \$5,000,000. [DP delete this note.]<<

\_\_\_ . Builder's Risk Insurance. \*NAME\* shall obtain and maintain Builder's Risk (Course of Construction) insurance. The coverage limit must be no less than the cost of the project. Such coverage shall name CITY as a loss payee as their interest may appear.

>>END OF \*\*\*\*OPTIONAL—INSURANCE COVERAGES<<\*\*\*\*

\*\*\*\*WORKERS' COMPENSATION INSURANCE: IF THE CONTRACTING PARTY IS:

--A COMPANY WITH EMPLOYEES, USE OPTION NO. 1.

--AN INDIVIDUAL OR INDIVIDUALS WITH NO EMPLOYEES, USE OPTION NO. 2. [DP—delete this note.]\*\*\*\*

>>(OPTION NO. 1)

d. Workers' Compensation Insurance. \*NAME\* 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. (END OF OPTION NO. 1)

>>(OPTION NO. 2)

d. Workers' Compensation Insurance. \*NAME\* is an individual or a company that has entered, or will be entering, into an agreement with CITY to provide goods or services.

\*NAME\* is familiar with the Workers' Compensation laws of California (generally contained in Section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry Workers' Compensation insurance, and \*NAME\* maintains \*NAME\* is exempted under the law from the requirement to maintain Workers' Compensation insurance coverage.

In addition, during the term of any work for CITY under said Agreement: (1) \*NAME\* will not employ any person in any manner so as to become subject to the Workers' Compensation laws of California; or (2) should \*NAME\* become subject to the Workers' Compensation provisions of Section 3700 of the Labor Code for any reason, \*NAME\* shall forthwith comply with those provisions and send evidence of financial compliance to CITY. (END

OF OPTION NO. 2)

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 \*NAME\* 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 \*NAME\*. 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 \*NAME\*'s services pursuant to this Agreement, \*NAME\*'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) \*NAME\* grants CITY a waiver of any rights to subrogation which any insurer of \*NAME\* 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) \*NAME\* shall provide thirty (30) days' notice to CITY in the event of cancellation or modification to the stipulated insurance coverage.

(6) In the event \*NAME\* employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of \*NAME\* 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 \*NAME\* may be held responsible for payment of damages resulting from \*NAME\*'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, \*NAME\* 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 \*NAME\* resulting from said breach. Alternately, CITY may purchase such required insurance coverage, and without further notice to \*NAME\*, CITY may deduct from sums due to \*NAME\* any premium costs advanced by CITY for such insurance.

**\*\*\*\*HOLD HARMLESS:**

**IF IN THE PRECEDING INSURANCE SECTION PROFESSIONAL LIABILITY INSURANCE IS:**

**INCLUDED, USE OPTION NO. 1.**

**NOT INCLUDED, USE OPTION NO. 2. [DP—delete this note.]\*\*\*\***

**(OPTION NO. 1)**

13. **Hold Harmless.** To the fullest extent permitted by law, \*NAME\* 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 \*NAME\* or \*NAME\*'s contractors, subcontractors, agents, or employees. CITY shall cooperate reasonably in the defense of any action, and \*NAME\* shall employ competent counsel reasonably acceptable to the City Attorney.



**(OPTION NO. 2)**

13. **Hold Harmless.** To the fullest extent permitted by law, \*NAME\* shall defend, indemnify, and hold CITY and CITY's officers, employees, agents, and volunteers, harmless from any liability for damage or claims of same, including, but not limited to, personal injury, property damage, and death, which may arise from services or operations of \*NAME\* or \*NAME\*'s contractors, subcontractors, agents, or employees under this Agreement. CITY shall cooperate reasonably in the defense of any action, and \*NAME\* shall employ competent counsel reasonably acceptable to the City Attorney.

14. **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.

15. **Nondiscrimination.** \*NAME\* 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.

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

17. **Termination.** CITY may terminate this Agreement at any time by providing ten (10) days' advance written notice to \*NAME\*. Should CITY terminate pursuant to said notice, CITY shall pay \*NAME\* for \*NAME\*'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.

18. **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.

19. **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.

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

21. **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.

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

23. **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.

24. **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.

25. **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: \_\_\_\_\_ Director  
City of Mountain View  
500 Castro Street  
P.O. Box 7540  
Mountain View, CA 94039-7540

To \*NAME\*: \_\_\_\_\_

With a copy to: \_\_\_\_\_ (optional)

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.

26. **Compliance with Law.** \*NAME\* 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." \*NAME\* 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.

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IN WITNESS WHEREOF, this Agreement, dated \_\_\_\_\_ for identification, between the City of Mountain View and \_\_\_\_\_ [OPTIONAL—DP insert “doing business as \_\_\_\_\_”] for \_\_\_\_\_, is executed by CITY and \*NAME\*.

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

“\*NAME\*”:  
\_\_\_\_ ALL CAPS\_\_\_\_,  
\_\_\_\_[entity]\_\_\_\_  
[OPTIONAL—insert “d.b.a. \_\_\_\_ ALL  
CAPS\_\_\_\_”]

By: \_\_\_\_\_ Department Head OR City  
Manager (select appropriate one)

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

Attest: \_\_\_\_\_ City Clerk  
\*\*\*CITY CLERK SIGNATURE REQUIRED IF APPROVED BY CITY COUNCIL—  
ADVISE WHETHER TO LEAVE IN OR DELETE\*\*\*

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

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

APPROVED AS TO CONTENT:

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

FINANCIAL APPROVAL:

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

APPROVED AS TO FORM:

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