



City of  
**Mountain View**

REQUEST FOR PROPOSALS

FOR

LANDFILL GAS COLLECTION SYSTEM REPLACEMENT—  
BACK NINE, DESIGN, PROJECT 24-42

RFP NO. R241346

RFP ISSUE DATE: MONDAY, OCTOBER 7, 2024

**PROPOSAL DUE DATE AND TIME:  
WEDNESDAY, NOVEMBER 13, 2024, 3:00 P.M. PACIFIC TIME**

SUBMIT VIA EMAIL TO:

[TONI.EGUILOS@MOUNTAINVIEW.GOV](mailto:TONI.EGUILOS@MOUNTAINVIEW.GOV)

AND

[ARIEL.MORALES@MOUNTAINVIEW.GOV](mailto:ARIEL.MORALES@MOUNTAINVIEW.GOV)

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

TONI EGUILOS, ASSOCIATE CIVIL ENGINEER  
231 NORTH WHISMAN ROAD, MOUNTAIN VIEW, CA 94043  
650-904-6097

[TONI.EGUILOS@MOUNTAINVIEW.GOV](mailto:TONI.EGUILOS@MOUNTAINVIEW.GOV)

## TABLE OF CONTENTS

	<u>Page</u>
I. BACKGROUND .....	1
II. SCOPE OF SERVICES .....	8
III. RFP PROCESS .....	17
A. INVITATION TO RESPOND .....	17
B. ISSUING OFFICE .....	17
C. QUESTIONS .....	17
D. PROPOSED SCHEDULE .....	18
E. PREPROPOSAL CONFERENCE .....	18
F. CLARIFICATIONS .....	18
G. SUBMISSION OF PROPOSALS .....	19
H. CLOSING DATE .....	22
I. LATE SUBMISSIONS .....	23
J. ECONOMY OF PREPARATION .....	23
K. PROPRIETARY/CONFIDENTIAL INFORMATION .....	23
L. PROPOSAL MATERIAL OWNERSHIP .....	23
M. MULTIPLE/ALTERNATIVE PROPOSALS .....	24
N. ACCEPTABILITY OF PROPOSALS .....	24
O. PROPOSAL EVALUATION AND SELECTION .....	24
P. CITY’S RIGHTS .....	25
Q. EVIDENCE OF RESPONSIBILITY .....	26
R. INCURRED EXPENSES .....	26
S. NEWS RELEASES/ADVERTISING .....	26
T. CONFIDENTIALITY .....	26
U. COMPLIANCE WITH DEPARTMENT OF INDUSTRIAL RELATIONS .....	26
IV. AGREEMENT TERMS .....	26
V. ATTACHMENTS .....	27
ATTACHMENT A—PROPOSAL COVER PAGE	
ATTACHMENT B—REFERENCES	
ATTACHMENT C—SAMPLE CITY STANDARD CONTRACT	
ATTACHMENT D—ROBERT TRENT JONES II GOLF COURSE DESIGN SCOPE AND ADDITIONAL SCOPE	
ATTACHMENT E—2012 SHORELINE BURROWING OWL PRESERVATION PLAN	
ATTACHMENT F—SHORELINE WILDLIFE MANAGEMENT PLAN	
ATTACHMENT G—SAMPLE PROJECT EVALUATION FORM	

## 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 \$192.3 million.

### **Mountain View Shoreline Landfill**

The Mountain View Shoreline Landfill (MVSL) is a closed Class III solid-waste landfill, owned and operated by the City. The site is located north of U.S. 101 in the relatively flat-lying tidal area south of the San Francisco Bay. It is bordered to the east by Stevens Creek and to the west by Permanente Creek. Commercial and industrial developments are located to the west and south of the landfill. The closed landfill is integrated in and underlies Shoreline at Mountain View, a regional park which has a multitude of land uses, including an 18-hole golf course and driving range (Shoreline Golf Links), two restaurants, a Boathouse and Sailing Lake, trails, the open-air Shoreline Amphitheatre, parking, open space, wildlife habitat (burrowing owl habitat), and other recreational facilities.

The MVSL consists of three distinct and separate sites:

- The 544-acre site, containing approximately 350 acres of waste, which has been subdivided into the North Shore, Back Nine, Front Nine, and 6A Northeast areas;
- The 84-acre Vista site, containing approximately 65 acres of waste, which is on a hill with moderate-to-steep slopes located southwest of the 544-acre site; and
- The 27-acre Crittenden site, containing approximately 24 acres of waste, which is on a hill with moderate-to-steep slopes located southeast of the 544-acre site and east of the Vista site.

See Figure 1 for the approximate boundaries of these three sites.



**Figure 1: Landfill Sites**

The sites ceased receiving waste in 1981, 1993, and 1988, respectively. A low-permeability cap was engineered and installed as part of the closure to protect human health and the environment. This engineered cover is comprised of a compacted clay material and a final layer of topsoil to support vegetation. It prevents leachate from migrating laterally and contaminating surface water while reducing precipitation infiltration, which limits leachate generation and potential groundwater contamination. The cap also allows for the collection of landfill gas, which is either used as an energy source or destroyed in the landfill gas flare system. With routine maintenance, the cap continues to provide effective waste containment and control of vectors, fire, odor, litter, and landfill gas emissions.

The existing gas collection and control system (GCCS) is a major component of waste landfills, consisting of vertical wells connected to a buried piping system. It also includes leachate/condensate conveyance piping and compressed air piping, which is typically colocated in the same trench as the main landfill gas-header piping. The collected landfill gas undergoes a dual process: some is utilized to generate power through two microturbines while the remainder is directed to the central flare station for destruction (the flare station is located along the northern portion of the Vista site). Maintenance of the GCCS is required as part of the City's Major Facility Review

(Title V) Permit (Facility No. A2740) and Permit to Operate (Plant No. 2740) issued by the Bay Area Air Quality Management District (BAAQMD).

Operating 24 hours per day, 365 days per year, the GCCS is a high-maintenance system that requires continuous repairs. These repairs have become increasingly challenging over time due to the degradation of the existing piping and settlement of the legacy waste. These two factors have resulted in operational issues for the GCCS, such as pipe separation and joint failures. Grade changes due to the settlement have also caused condensate build-up, which obstructs gas flow, and failure of the vertical well casings. Additionally, the condensate generated by the GCCS is corrosive and damages seals and metal components within the system.

### Shoreline Golf Links

The Shoreline Golf Links is located within the 544-acre landfill site identified as the Back Nine and Front Nine areas and depicted as 544 (Back 9) and 544 (Front 9) on Figure 1. It is an 18-hole, championship-level, municipal golf course designed by Robert Trent Jones II, originally established in 1983 and modified in 1987. The course ranges from 5,429 to 6,988 yards and features a variety of play challenges with strategically placed bunkers and greens of different sizes and internal slopes. See Figure 2 for a layout of the existing golf course.



**Figure 2: Shoreline Golf Links Map**

B. PROJECT OVERVIEW

To maintain regulatory compliance and ensure an environment free from the hazardous impacts of explosive methane gas, upgrades to the existing GCCS are necessary. These improvements will optimize system performance while preventing surface emissions and the lateral migration of landfill gas.

The Back Nine GCCS is situated on the southwest corner of the 544-acre landfill site, encompassing the Shoreline Golf Links, a Robert Trent Jones-designed course. It is in the vicinity of Holes 10 through 18, an environmentally sensitive area, and the Shoreline Athletic Fields (see Figure 3). Since these holes sit atop the GCCS, they will be impacted during the GCCS improvement and will require renovation. To maintain design continuity with the original golf course design and preserve its designation, the Consultant must retain Robert Trent Jones Golf Course Architects as a subconsultant. See Attachment D—Robert Trent Jones (RTJ) Golf Course Design Scope and Additional Scope.





**Figure 3: Back Nine Landfill Gas Collection and Control System (GCCS) and Golf Course (Holes 10 to 18)**

Table 1 shows the approximate lengths of headers, laterals, air lines, liquid lines, and the number of known wells and sumps in the Back Nine GCCS. All headers and laterals also have air lines (which power the pneumatic well pumps) and liquid lines (which convey leachate). The existing headers range from 5' to 15' deep.

**Table 1: Quantities of GCCS Components**

<b>Back Nine Total</b>					
Header (LF)	Lateral (LF)	Air Lines (LF)	Liquid Line (LF)	Wells (EA)	Sumps (EA)
15,600	9,000	24,600	24,600	65	11
<b>Back Nine (Excluding Shoreline Athletic Fields)</b>					
Header (LF)	Lateral (LF)	Air Lines (LF)	Liquid Line (LF)	Wells (EA)	Sumps (EA)
14,400	6,200	20,600	20,600	55	10
<b>Shoreline Athletic Fields</b>					
Header (LF)	Lateral (LF)	Air Lines (LF)	Liquid Line (LF)	Wells (EA)	Sumps (EA)
1,200	2,800	4,000	4,000	10	1

## **Project Scope—Back Nine Gas Collection and Control System and Golf Course Renovation**

Project scope shall include:

- Replacement of the headers, laterals, air lines, and liquid lines in the Back Nine GCCS, excluding the Shoreline Athletic Fields area. New headers shall be installed at a depth of no more than 7'—Consultant to confirm feasibility.
- Layout for new headers, laterals, air lines, and leachate lines south of the Energy Trail to eliminate laterals crossing the trail.
- Environmental clearance document preparation.
- Renovation of the Back Nine (Holes 10 through 18) and its local irrigation system in conjunction with the header replacement alignment. The alignment of the headers, the layout and grading of the holes, and the irrigation system shall be designed concurrently. See Attachment D—Robert Trent Jones (RTJ) Golf Course Design Scope and Additional Scope—for more information.

### **Environmental Clearance Document Preparation**

The Consultant team shall evaluate environmental impacts and prepare and complete environmental clearance for Landfill Gas Collection System Replacement—Back Nine, Project 24-42 (Back Nine project). For proposal purposes, assume an Initial Study/Mitigated Negative Declaration (IS/MND) will be required.

### **Additional Project Scope to Consider**

- Since well redrills and condensate line replacement specific to the Shoreline Athletic Fields may be needed, include the associated evaluation as an optional service in the proposal.
- Since Shoreline at Mountain View is a wildlife refuge and recreation area, the environmental impacts of the Back Nine project may necessitate an Environmental Impact Report (EIR). The required level of environmental documentation shall be evaluated and determined during the preliminary investigation phase of this project. Therefore, include analysis and preparation of an EIR as an optional service in the proposal.
- Besides the Public Works Department, which manages the closed landfill, in association with the City's project manager, the Consultant will be expected to coordinate the project with the City's Community Services Department, who manages Shoreline at Mountain View.



- See Section II. Scope of Services for more detailed information for optional services to consider and include in the proposal.

### **Project Design Considerations**

1. **Burrowing Owl Habitat:** The Back Nine contains owl mitigation areas, owl preserve areas, and historical burrows. Owl burrows have been documented along the southeastern edge of the Back Nine in the first half of 2024. Active nests have been seen in the Back 5 (Holes 13 through 17) section of the golf course. Figure 4 shows the Shoreline at Mountain View burrowing owl preserve and mitigation areas within the Back Nine. See Attachment E—2012 Shoreline Burrowing Owl Preservation Plan for more information.



**Figure 4: Back Nine Burrowing Owl Preserve and Mitigation Areas**

2. Protected Species: Shoreline at Mountain View is home to 36 protected species. There are 30 different species of protected birds, including many species of special concern and some federally protected species. If nests are found in the project footprint during construction, appropriate buffers to limit disturbances are to be maintained, as required by the California Department of Fish and Wildlife (CDFW) and U.S. Fish and Wildlife Services (USFWS). For example, the white-tailed kite is a fully protected species in California and has a one-half-mile nesting buffer. See Attachment F—Shoreline Wildlife Management Plan for more information.
3. Existing Locations of the Landfill Gas Collection System Wells: The locations of the existing landfill gas collection system wells shall not change. New wells, if necessary, must be redrilled adjacent to the existing well. Major modifications in well placement will affect the potential header alignment, the irrigation alignment, and the layout of the greens and fairways of the Back Nine.
4. Operation of the Landfill Gas Collection System: The landfill gas collection system must remain operational 24 hours per day, seven days per week. Construction phasing must take this into consideration.
5. Operation of Shoreline Golf Links at Mountain View: Modifications to the operation of Shoreline Golf Links will be necessary during construction. The golf course currently operates from 5:30 a.m. to 8:00 p.m., seven days per week. During the preliminary investigation and design phases of the project, the Consultant shall coordinate with the City to determine construction phasing and operational modifications.
6. Shoreline Amphitheatre Concert Schedule: Energy Trail must remain accessible for egress after a concert or planned event during the annual concert season, which generally runs between May and October. Construction phasing plan must ensure zero impact on Energy Trail on these dates.

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.

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

The project is divided into six phases: Preliminary Investigation (including environmental analysis and California Environmental Quality Act (CEQA) documentation), Basis of Design Memorandum and Schematic Design, Design Development, Bidding, Construction Support, and Postconstruction. Throughout preliminary investigation, schematic design, and design development, the Consultant shall meet with staff biweekly and provide updated schedules with each milestone reached.

### PHASE I—PRELIMINARY INVESTIGATION

The Consultant shall:

- Prepare a project schedule. Submit a schedule within five (5) days of award of contract. The City intends to begin the project by spring 2025 and complete design by summer 2027. The schedule shall be updated and provided to the City periodically upon request. Submit the schedule as a PDF and in Microsoft Projects (or applicable project-management software) file format.
- Meet with City staff to review project requirements, project constraints, and existing information. Assume at least three (3) meetings, including a kickoff meeting, will be needed throughout Phase I—Preliminary Investigation.
- Visit project site and investigate existing site conditions to identify opportunities and constraints, and to verify the presence of existing utilities and other conditions.

In addition to the general project site investigation, the following specific site investigations are required. Based on the Consultant's findings (which will be reported in the Basis of Design Memorandum), additional scope related to these items may be added to the project.

- Evaluate if modification and/or redrilling of wells and replacement of condensate lines is needed at Shoreline Athletic Fields.
- Determine if vent trench and perimeter probes on the south side of the Back Nine require replacement or modification.
- Determine if existing air compressor station can power proposed landfill gas system air lines, or if improvements or replacement are needed.
- Review and research data/reference material pertinent to the project, including, but not limited to, permits, improvement plans, available right-of-way documents,

previous design plans, City Standard Provisions and Standard Details, codes, ordinances, and policies pertaining to the proposed project designs.

- Prior to any work (i.e., potholing) that may potentially disturb nesting birds within Shoreline at Mountain View, the Consultant's biologist shall prepare a Project Evaluation (PE) form and submit to City staff to schedule a bird survey of the project area with the City's contracted biologist. For proposal purposes, assume five (5) PEs will be needed for the Preliminary Investigation phase (see Attachment G—Sample Project Evaluation Form for the minimum information required).
- Perform and prepare topographic survey of the work areas sufficient to design the project. The survey shall locate existing features, including, but not limited to, utilities (GCCS and wet), curbs, gutters, sidewalks, pavement, fences, drainage structures, trees, monuments, and other features required to design the project.
- Conduct utility potholing to verify existing utility depths. Ground-penetrating radar (GPR) is permitted only as a supplemental investigation method. Pothole locations shall be coordinated and confirmed with the City. Although the existing final cover can be at a minimum of 3' below the surface, for proposal purposes, assume a minimum of fifty (50) potholes to a maximum depth of 12' to locate the existing header.
  - Obtain a no-fee Excavation Permit for potholing from the City's Land Development Section of the Public Works Department prior to potholing and GPR. Potholes within the landfill footprint shall be backfilled per Title 27, Section 21090.
- Determine whether a geotechnical report will be required. Include the preparation of a draft and final geotechnical report as an additional task in the proposal as potential optional services.
- Evaluate cumulative environmental impacts, including trees, wildlife, and habitat, of the project during construction. Based on site investigation and data collection, determine the appropriate level of environmental documentation to achieve CEQA compliance. Discuss and review findings and recommendations with the City. For proposal purposes, assume an IS/MND will be required.

Include the following additional tasks in the proposal as potential optional services:

- Review potential impacts to trees and determine if an arborist report will be required. Tree removal will require coordination with the Urban Forestry Board. The preparation and review of an arborist report shall be considered optional services in the cost proposal.

- Review environmental impacts and determine if an Environmental Impact Report will be required. The preparation and review of an EIR shall be considered optional services in the cost proposal.
- Summary of optional services resulting from Phase I:
  - Add design of replacement condensate lines and wells to be redrilled at Shoreline Athletic Fields to project scope.
  - Add design of replacement/improvement of vent trench and perimeter probes on south side of Back Nine to project scope.
  - Add design of replacement air compressor station to project scope.
  - Prepare geotechnical report.
  - Prepare arborist report.
  - Prepare an EIR if required after reviewing potential environmental impacts of the project.

## PHASE II—BASIS OF DESIGN MEMORANDUM AND SCHEMATIC DESIGN

The Consultant shall:

- Evaluate and recommend preliminary pipe alignment, pipe size and material, and construction method of underground landfill gas headers, laterals, air lines, liquid lines, well head tie-ins, and sumps. This alignment shall include the new header south of the energy trail.
- Evaluate and recommend handling (i.e., removal and/or abandonment) of existing landfill gas header, laterals, air lines, liquid lines, and sumps to be replaced.
- Evaluate existing wells and well head appurtenances. Recommend wells to be redrilled (if needed), new well locations (if needed), and appurtenances to modernize.
- Evaluate and recommend preliminary golf course renovation design as part of a Golf Design Master Plan (see RTJ Scope).
- Evaluate and recommend construction phasing based on known project constraints and estimated cost of construction. The City is anticipating to split construction into multiple phases to ensure constructability, minimize environmental impacts, and avoid conflicts with Shoreline at Mountain View and closed landfill operations.

Construction phasing shall also consider the 24/7 operation of the landfill gas collection system and the operation of the golf course.

- Provide list of permits needed from regulatory agencies based on the scope of the project.
- Provide written documentation of evaluations and recommendations and present findings to the City as a Basis of Design Memorandum (BoD Memo). The BoD Memo shall also include the Golf Design Master Plan and Agronomic Plan. See Attachment D—Robert Trent Jones (RTJ) Golf Course Design Scope and Additional Scope. Assume two (2) iterations of the memo will be submitted for City review and comment prior to the final submittal; two (2) meetings with City staff shall be included in the fee proposal specific to the memo. Allow three weeks of City review for each draft. Prepare the final BoD Memo incorporating staff comments.
- Upon approval of the recommendations in the BoD Memo, Consultant shall prepare a schematic 35% submittal for the golf course renovation design, irrigation alignment, landfill gas header, laterals, air lines, liquid lines, and sumps. Submittal shall include preliminary plans showing landfill gas system alignment and technical specification table of contents, and contain the following information:
  - Design shall meet requirements specified in the City Standard Design Criteria and Title 27.
  - Provide Preliminary Grading Plan for golf course, and Final Route Plan.
  - Provide plan and profile of existing and proposed utilities. Existing utilities shall be based on potholed elevations of existing utilities and as-built plans.
  - Show clearances (horizontal and vertical) between all utilities, existing and proposed. Regulatory requirements for utility designs (such as minimum separation distances and not centerline distance) must be met.
  - Provide schematic trench design (i.e., typical cross-sections) showing existing utilities versus proposed improvement. Dimension clearances between utilities, existing and proposed.
- Submit one (1) electronic set (PDF) of the 35% plans, construction estimate, and technical specifications Table of Contents (TOC). Allow for four (4) weeks of City review.
- Prepare responses and meet with City staff to review comments and responses on the schematic 35% submittal. Revise submittal, as necessary, to reflect City comments and directions.



- Recommend, prepare, certify, and file the appropriate CEQA document based on the preferred alternative and the golf course renovation design.
  - The Consultant shall allow a minimum of four (4) weeks for City review of the CEQA draft documents prior to finalization.

Based on Consultant recommendations and proposed design, selected information will be used to proceed with the 65% design.

### PHASE III—DESIGN DEVELOPMENT

Upon approval of the schematic design by the City, the Consultant shall:

- Prepare and submit 65% design and construction documents, including drawings, Technical Specifications, Engineer’s Estimate, calculations, and other necessary documents.
  - Design drawings shall include all elements of the project, including, but not limited to, standard City Construction Notes, project-specific notes, applicable City Standard Details, project details, plan views and profiles, cross-sections, tree protection and mitigation, traffic control and construction phasing, and construction haul routes.
  - Traffic control plans shall be phased plans that address the different phases (i.e., sequence of work) needed to construct the proposed improvements. Traffic control plans shall be prepared in accordance with the latest edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD). At a minimum, plans must show and identify “No Parking” areas; temporary lane closures, including duration of closure per day; and sidewalk/pedestrian access and detours, including duration.
  - Technical Specifications shall reference City standards for materials and construction methods, as specified in the Standard Provision, as much as reasonably possible before considering non-City standard material and methods of installation. Provide detailed technical specifications for those items that are not covered by the Standard Provisions.
  - Technical Specifications shall include measurement and payment clauses for all bid items referenced.
- Provide necessary information to City for acquisition of approvals, permits (Change of Conditions, Permit to Operate, etc.), or encroachment permits from agencies, including, but not limited to, California State Water Resources Control Board,

California Department of Resources Recycling and Recovery, Local Enforcement Agency (Santa Clara County Department of Environmental Health), California Air Resources Board, BAAQMD, and Santa Clara Valley Water District.

- Submit one (1) electronic set (PDF) of the 65% plans, Technical Specifications, and cost estimate. Allow for five (5) weeks of City review.
- Meet with City staff to review comments on the 65% submittal. Revise plans, specifications, cost estimate, and calculations, as necessary, to reflect City comments and directions.
- Prepare and submit 95% design and construction documents based on the 65% submittal review comments. This submittal shall include responses to reviewer comments. Meet with City staff to review comments on the 95% submittal. Revise plans, specifications, cost estimate, and calculations, as necessary, to reflect City comments and directions. Allow for five (5) weeks of City review.
- Meet with City staff to review comments on the 95% submittal. Revise plans, specifications, cost estimate, and calculations, as necessary, to reflect City comments and directions.
- Prepare and submit “Draft” 100% design and construction documents based on the City’s 95% submittal review comments. This submittal shall include responses to reviewer comments. Meet with City staff to review comments on the “Draft” 100% submittal. Revise plans, specifications, cost estimate, and calculations, as necessary, to reflect City comments and directions. Allow for three (3) weeks of City review.
- The “Final” 100% set shall include one (1) wet-signed copy and one (1) digital file of each of the construction plans, specifications, and construction cost estimate. The digital files for the “Final” 100% construction plans, Technical Specifications, and construction cost estimate shall be in ACAD, Microsoft Word, and Microsoft Excel, respectively, as well as PDF format.

#### PHASE IV—BIDDING

The Consultant shall:

- Attend a prebid conference conducted by the City.
- Assist the City, as required, in responding to bidders’ inquiries and requests for clarifications.

- Prepare and issue addenda, as necessary.
- Provide bid evaluation assistance, as necessary.

#### PHASE V—CONSTRUCTION SUPPORT

The Consultant shall:

- Attend preconstruction conference conducted by the City.
- Prior to any work within Shoreline at Mountain View, the Consultant’s biologist shall prepare a Project Evaluation (PE) form for the contractor and submit to City staff to schedule a bird survey of the project area with the City’s contracted biologist. For the proposal purposes, assume fifteen (15) PEs will be needed throughout construction. See Attachment G—Sample Project Evaluation Form for minimum information required.
- Review and approve shop drawings and submittals in a timely manner. Respond to Requests for Inquiries (RFI), as necessary, in a timely manner. For proposal purposes, assume fifty (50) submittals and thirty (30) RFIs.
- Assist the City to resolve issues during construction, as necessary.
- Assist the City in evaluating any necessary contract change orders and construction claims.
- Inspect seeding and sodding of golf course by contractor, and inspect practices during grow-in.
- Periodic inspection of golf course construction by Robert Trent Jones II.

#### PHASE VI—POSTCONSTRUCTION

The Consultant shall:

- Prepare record drawings. After construction, the City will transmit to the Consultant the contractor’s red-lined record drawings, including those of the golf course. The Consultant shall submit the record drawings for review by the City. If there are City comments, the Consultant shall incorporate additional changes and submit final revised record drawings.
- Submit one (1) signed, stamped set of electronic record drawings incorporating the changes during construction.

- Submit AutoCAD, Word, Excel, and full-size PDF files of the record drawings and final technical specifications to the City.

Although successful completion of all phases and tasks of the project is anticipated, the City reserves the right to delete portions of or terminate the work at any time the City deems necessary. In the event of termination of the contract prior to its completion, the Consultant shall, at the option of the City, promptly deliver to the City all work products completed to date, including papers, notes, files, and data previously collected by the Consultant.

All work products generated by the Consultant and paid for by the City shall be the property of the City. All property rights, including publication rights to preliminary and final reports prepared in conjunction with this project, shall be vested in the City of Mountain View. The Consultant shall not publish or release any of the results of the report without the express written permission from the City.

#### ADDITIONAL SERVICES

The Consultant shall clearly state any exclusion in their basic proposal and scope of work and may propose additional services beneficial to the project.

Additional services may be required or desired and will be reviewed on a case-by-case basis by the City. Additional services requested by the City will be provided in writing to the Consultant and will be compensated for on an hourly basis in accordance with rates set forth in the fee schedule submitted.

#### AVAILABLE BACKGROUND MATERIAL

- City of Mountain View Standard Provisions.
- City of Mountain View Standard Design Criteria.
- Permits and documents related to the closed landfill such as Title 27 and the Postclosure Maintenance Plan.
- Shoreline Wildlife Management Plan.
- 2012 Burrowing Owl Preservation Plan.
- As-built drawings, including recycled water, water, sewer, storm drain, and landfill gas system, where available.
- City's 701 utility maps (schematic of utility infrastructure) of water, sanitary sewer, storm drain, and recycled water systems.

- Vertical datum and benchmark information.
- Geographic information system (GIS) aerial maps and other City base layers in GIS or computer-aided design and drafting (CADD) electronic format. This data is informational only and not meant to be used in design document preparation.
- Electronic CADD file of Cover Sheet and Design Sheet templates.

### III. RFP PROCESS

#### A. INVITATION TO RESPOND

The City of Mountain View invites qualified Proposers (Proposer or Consultant) to provide proposals for LANDFILL GAS COLLECTION SYSTEM REPLACEMENT—BACK NINE, DESIGN, PROJECT 24-42. 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: LANDFILL GAS COLLECTION SYSTEM REPLACEMENT—BACK NINE, DESIGN, PROJECT 24-42 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 7, 2024
2. Preproposal conference	October 16, 2024
3. Last date for submission of written questions (5:00 p.m.)	October 23, 2024
4. Issue addendum/response to written questions	October 31, 2024
5. Proposal submission deadline (3:00 p.m.)	November 13, 2024
6. Evaluation of proposals	Week of November 18, 2024
7. Potential interviews with proposers	Week of November 18, 2024
8. Contract award date	March 2025

E. PREPROPOSAL CONFERENCE

An optional preproposal conference will be held on Wednesday, October 16, 2024, at the Shoreline Maintenance Building, located at 2612 North Shoreline Boulevard, from 9:00 a.m. to 10:30 a.m. Proposers are to email the Project Manager, Toni Eguilos, at [toni.eguilos@mountainview.gov](mailto:toni.eguilos@mountainview.gov) by 5:00 p.m. on Monday, October 14, 2024, to reserve a spot and provide the number of attendees. Latecomers may be excluded from the meeting.

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 electronically via email to both [toni.eguilos@mountainview.gov](mailto:toni.eguilos@mountainview.gov) and [ariel.morales@mountainview.gov](mailto:ariel.morales@mountainview.gov) and deliver four (4) hard copies to Mountain View City Hall at 500 Castro Street, Mountain View, CA, 94041, in the format set forth herein. Include the following in the email subject line: "LANDFILL GAS COLLECTION SYSTEM REPLACEMENT—BACK NINE, DESIGN, PROJECT 24-42 RFP."
- b. Submitted with two (2) attachments included with the email submission, which shall be named "Part I—Narrative Proposal, LANDFILL GAS COLLECTION SYSTEM REPLACEMENT—BACK NINE, DESIGN" and "Part II—Fee Proposal, LANDFILL GAS COLLECTION SYSTEM REPLACEMENT—BACK NINE, DESIGN" to clearly identify each part of the proposal.

Part I—Narrative Proposal shall be in Adobe PDF format and shall not be password-protected. It shall have maximum length of forty (40) pages, excluding Cover Page (Attachment A), References (Attachment B), Exceptions (Section 7 on Page 13), curriculum vitae, bios, project schedule, legal, conflict of interest, and insurance information.

Part II—Fee Proposal shall be in Microsoft Excel format with subtotals and totals (Consultant calculation/formulas/percentages are not required) and **shall be password-protected**. The Consultant should be prepared to provide the password for the Part II—Fee Proposal file in a timely manner upon requested by the project POC.

- 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. Accepted via mail or in person at the Public Works Department counter at Mountain View City Hall, located on the First Floor at 500 Castro Street.

- 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 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.

U. COMPLIANCE WITH DEPARTMENT OF INDUSTRIAL RELATIONS

The Consultant and their subconsultant(s) shall comply with Section 4 of the City's Standard Agreement.

**IV. AGREEMENT TERMS**

- A. It is anticipated that the resulting agreement will be for a fixed three (3)-year contract from March 2025 to March 2028 with an option to extend for an additional two-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 11, Business License, and Section 12, Insurance.**

**V. ATTACHMENTS**

ATTACHMENT A—PROPOSAL COVER PAGE

ATTACHMENT B—REFERENCES

ATTACHMENT C—SAMPLE CITY STANDARD CONTRACT

ATTACHMENT D—ROBERT TRENT JONES II GOLF COURSE DESIGN SCOPE AND ADDITIONAL SCOPE

ATTACHMENT E—2012 SHORELINE BURROWING OWL PRESERVATION PLAN

ATTACHMENT F—SHORELINE WILDLIFE MANAGEMENT PLAN

ATTACHMENT G—SAMPLE PROJECT EVALUATION FORM

## ATTACHMENT A—PROPOSAL COVER PAGE

---

### PROPOSER

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

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

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

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

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

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

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

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

[PRINT OR TYPE]

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

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

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

\* *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.

---

### 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:**

---

---

---

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

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

---

---

---

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

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

---

---

---

**ATTACHMENT C—CITY STANDARD CONTRACT**

**AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW  
AND \_\_\_\_\_ [OPTIONAL VARIABLE: d.b.a. \_\_\_\_\_] FOR  
PROFESSIONAL DESIGN 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 \_\_\_\_\_ ALL CAPS \_\_\_\_\_, \_\_\_\_\_ [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 "DESIGN PROFESSIONAL"), (CITY and DESIGN PROFESSIONAL hereinafter collectively "Parties" or individually "Party").

**RECITALS**

- A. WHEREAS, CITY desires to retain the services of DESIGN PROFESSIONAL to provide Landfill Gas Collection System Replacement—Back Nine, Project 24-42; and
- B. WHEREAS, DESIGN PROFESSIONAL is a qualified professional capable of providing the certain professional services which CITY seeks. DESIGN PROFESSIONAL represents and warrants that all professional design services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in Section 1, Description of Services.

**AGREEMENT**

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

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

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

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

3. **Compensation.** Compensation to DESIGN PROFESSIONAL for services as set forth in Exhibit A shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).



PROFESSIONAL for additional services, as assigned and only upon prior written authorization by CITY, shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Maximum compensation to DESIGN PROFESSIONAL for providing the services set forth herein shall not exceed (including reimbursed expenses) \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

4. **Compliance with Department of Industrial Relations.** DESIGN PROFESSIONAL and DESIGN PROFESSIONAL'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. DESIGN PROFESSIONAL and/or DESIGN PROFESSIONAL's subconsultants shall pay these employees per California prevailing wage rates and submit certified payroll records in conformance with Department of Industrial Relations requirements.

5. **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 DESIGN PROFESSIONAL's services.

6. **Standard of Performance.**

a. Services shall be performed by DESIGN PROFESSIONAL in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of DESIGN PROFESSIONAL's profession currently practicing in California. By delivery of completed work, DESIGN PROFESSIONAL certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws and the professional standards of care in California.

b. DESIGN PROFESSIONAL is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including, without limitation, site condition; existing facilities; seismic, geologic, soils, hydrologic, geographic, and climatic conditions; applicable federal, state, and local laws and regulations; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, and other similar information provided by CITY relating to site, local, or other conditions is not warranted or guaranteed, either expressly or implied, by CITY.

c. DESIGN PROFESSIONAL's responsibilities under this section shall not be delegated. DESIGN PROFESSIONAL shall be responsible to CITY for acts, errors, or omissions of DESIGN PROFESSIONAL's subcontractors.

d. Whenever the scope of work requires or permits review, approval, conditional approval, or disapproval by CITY, it is understood that such review, approval, conditional approval, or disapproval is solely for the purposes of administering this Agreement and determining whether DESIGN PROFESSIONAL is entitled to payment for such work, and shall not be construed as a waiver of any breach or acceptance by CITY of any responsibility, professional

or otherwise, for the work, and shall not relieve DESIGN PROFESSIONAL of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liabilities for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of DESIGN PROFESSIONAL.

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

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

9. **Ownership of Data and Documents.** DESIGN PROFESSIONAL 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. DESIGN PROFESSIONAL agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY and waives and relinquishes all claims to copyright or other intellectual property rights in favor of CITY. DESIGN PROFESSIONAL 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, DESIGN PROFESSIONAL shall provide all such data and documents to CITY forthwith.

10. **Subcontractor.**

a. DESIGN PROFESSIONAL will perform the work personally or through DESIGN PROFESSIONAL's employees. DESIGN PROFESSIONAL may subcontract work only upon prior approval of CITY. If subcontracting of work is permitted, DESIGN PROFESSIONAL shall pay the subcontractor within seven (7) days of receipt of payment by CITY for work performed by a

subcontractor and billed by DESIGN PROFESSIONAL. Use of the term “subcontractor” in any other provisions of this Agreement shall not be construed to imply authorization for DESIGN PROFESSIONAL to use subcontractors for performance of any service under this Agreement.

b. CITY is an intended beneficiary of any work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and CITY.

11. **Business License.** Prior to the execution of this Agreement, DESIGN PROFESSIONAL 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.** DESIGN PROFESSIONAL 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. DESIGN PROFESSIONAL’s insurance coverage shall be written on an occurrence basis.

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

c. **Professional Liability Insurance.** DESIGN PROFESSIONAL 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. **Pollution Insurance.** DESIGN PROFESSIONAL shall obtain and maintain Pollution insurance in a minimum amount of One Million Dollars (\$1,000,000) per occurrence or claim.

e. **Workers’ Compensation Insurance.** DESIGN PROFESSIONAL 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.

f. **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.

g. **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.

h. Other Insurance Provisions:

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

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

13. **Indemnification.** To the fullest extent permitted by law, and in accordance with Civil Code Section 2782.8, DESIGN PROFESSIONAL shall indemnify, defend with competent counsel reasonably acceptable to the City Attorney, and hold harmless CITY and CITY's directors, officers, employees, and volunteers from and against all liabilities (including, without limitation, all claims, lawsuits, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including, but not limited to, reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) regardless of nature or type that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of DESIGN PROFESSIONAL, or of an employee, agent, or subcontractor of DESIGN PROFESSIONAL. In no event shall the cost to defend charged to DESIGN PROFESSIONAL exceed DESIGN PROFESSIONAL's proportionate percentage of fault. The provisions of this paragraph survive completion of the services or the termination of this Agreement. The provisions of this section are not limited by the provisions of Section 12 relating to insurance.

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.** DESIGN PROFESSIONAL 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 the Parties.

17. **Termination.** CITY may terminate this Agreement at any time by providing ten (10) days' advance written notice to DESIGN PROFESSIONAL. Should CITY terminate pursuant to said notice, CITY shall pay DESIGN PROFESSIONAL for DESIGN PROFESSIONAL'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: Public Works Director  
City of Mountain View  
500 Castro Street  
P.O. Box 7540  
Mountain View, CA 94039-7540

To DESIGN PROFESSIONAL: \_\_\_\_\_

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.** DESIGN PROFESSIONAL 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.” DESIGN PROFESSIONAL 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 \_\_\_\_ [OPTIONAL—insert “doing business as \_\_\_\_\_”] for Landfill Gas Collection System Replacement—Back Nine, Project 24-42, is executed by CITY and DESIGN PROFESSIONAL.

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

“DESIGN PROFESSIONAL”:  
\_\_\_\_ALL CAPS\_\_\_\_,  
\_\_\_\_legal entity\_\_\_\_  
[OPTIONAL—DP insert “d.b.a. \_\_\_\_ALL  
CAPS\_\_\_\_”]

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

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

Attest: \_\_\_\_\_  
City Clerk

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

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

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
Public Works Director

FINANCIAL APPROVAL:

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

APPROVED AS TO FORM:

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