



City of
Mountain View

REQUEST FOR PROPOSALS

FOR

STEVENS CREEK TRAIL EXTENSION FROM DALE/HEATHERSTONE WAY
TO WEST REMINGTON DRIVE ENVIRONMENTAL SERVICES AND
FEASIBILITY/PRELIMINARY DESIGN, PROJECT 20-50

RFP NO. R251658

RFP ISSUE DATE: MONDAY, SEPTEMBER 15, 2025

**PROPOSAL DUE DATE AND TIME:
WEDNESDAY, OCTOBER 29, 2025, BY 4:00 P.M. PACIFIC TIME**

TO

PUBLIC WORKS DEPARTMENT
ATTN: JOSEPH CERVANTES

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

JOSEPH CERVANTES, SENIOR CIVIL ENGINEER
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650-903-6311

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TABLE OF CONTENTS

	<u>Page</u>
I. BACKGROUND	1
II. SCOPE OF SERVICES	9
III. RFP PROCESS	20
A. INVITATION TO RESPOND	20
B. ISSUING OFFICE	20
C. QUESTIONS	21
D. PROPOSED SCHEDULE.....	21
E. PREPROPOSAL CONFERENCE	22
F. CLARIFICATIONS	22
G. SUBMISSION OF PROPOSALS	22
H. CLOSING DATE.....	26
I. LATE SUBMISSIONS	26
J. ECONOMY OF PREPARATION.....	26
K. PROPRIETARY/CONFIDENTIAL INFORMATION	26
L. PROPOSAL MATERIAL OWNERSHIP	27
M. MULTIPLE/ALTERNATIVE PROPOSALS	27
N. ACCEPTABILITY OF PROPOSALS	27
O. PROPOSAL EVALUATION AND SELECTION	27
P. CITY’S RIGHTS.....	29
Q. EVIDENCE OF RESPONSIBILITY	29
R. INCURRED EXPENSES	29
S. NEWS RELEASES/ADVERTISING	29
T. CONFIDENTIALITY	29
U. COMPLIANCE WITH DEPARTMENT OF INDUSTRIAL RELATIONS	29
V. LIVE SCAN.....	30
IV. AGREEMENT TERMS	30
V. ATTACHMENTS	31
ATTACHMENT A—PROPOSAL COVER PAGE	
ATTACHMENT B—REFERENCES	
ATTACHMENT C—SAMPLE CITY STANDARD CONTRACT	
ATTACHMENT D—PHOTO MAP	
ATTACHMENT E—JOINT CITIES COORDINATED STEVENS CREEK TRAIL FEASIBILITY STUDY	

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 700 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 2025-26 of approximately \$195.4 million.

Stevens Creek Trail currently exists in three segments in three separate jurisdictions: a five-mile stretch from Shoreline at Mountain View adjacent to the San Francisco Bay to Dale Avenue/Heatherstone Way in Mountain View; a one-mile stretch from Stevens Creek Boulevard to McClellan Road near downtown Cupertino; and a 10-mile hiking and mountain biking segment connecting Stevens Creek Reservoir to the Bay Area Ridge Trail in the Santa Cruz Mountains.

B. PROJECT OVERVIEW

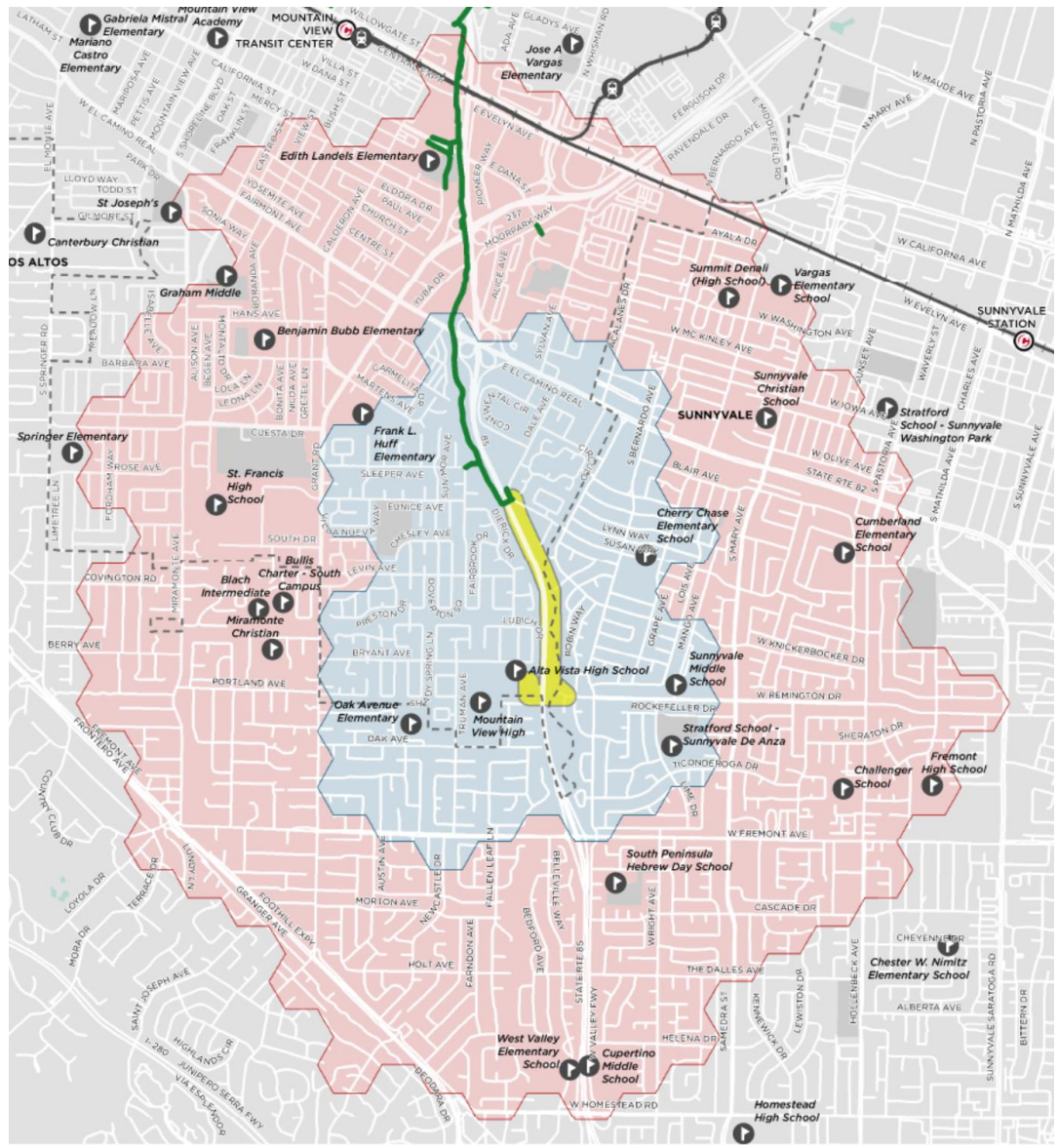
The City is seeking preliminary engineering services, including geotechnical and structural analysis to perform a feasibility and trail alignment analysis, including preparation of preliminary design concept drawings, for a project in an environmentally sensitive area. The project will extend the popular Stevens Creek Trail with a new north-south segment from the Dale Avenue/Heatherstone Way pedestrian/bicycle bridge over State Route 85 in Mountain View to West Remington Drive in Sunnyvale and construct a new east-west connection via a pedestrian/bicycle overcrossing over State Route 85 between Mountain View High School and West Remington Drive (see Figure 1). The trail extension would expand the service area of this regional trail to neighborhoods and destinations further south in Mountain View, Sunnyvale, and Los Altos. The new trail would be mostly located on publicly owned open space that is currently inaccessible to the public.

The Joint Cities Coordinated Stevens Creek Trail Feasibility Study (see Attachment E), completed in September 2015, studied the potential of a much longer trail extension separated into four study segments:

- Segment 1: Dale Avenue/Heatherstone Way to Fremont Avenue.
- Segment 2: Fremont Avenue to Homestead Road.
- Segment 3: Homestead Road to Stevens Creek Boulevard.
- Segment 4: Trail Connections to Rancho San Antonio County Park via Stevens Creek Boulevard.

Segment 1 (also called the Creek Corridor Path) will be constructed by two separate projects. The northern section, led by the City of Mountain View, will construct the 0.8-mile stretch from Dale Avenue/Heatherstone Way in Mountain View to West Remington Avenue in Sunnyvale. The remainder of Segment 1 will be constructed by the City of Sunnyvale and will extend Stevens Creek Trail from West Remington Avenue to West Fremont Avenue.

The land availability assessment within the Study determined that there are several pinch points along the west bank of Stevens Creek where State Route 85 was constructed close to the top-of-bank (see Attachment D). In these areas, adequate width is not available to support a trail without new engineered structures to extend at these constrained locations. Several conceptual alignments were studied and will require further analysis before the project's design is finalized.



STEVENS CREEK TRAIL EXTENSION - PROJECT AREA
 MOUNTAIN VIEW/SUNNYVALE MEASURE B GRANT

Project Extent	Project Catchment Areas	Boundaries + Destinations
Stevens Creek Trail	Bike and Ped (< 0.5 mi)	School
Trail Extension	Bike (0.5 - 1.5 mi)	Caltrain Station
		Light Rail Station
		Park
		City Boundary

Figure 1: Location Map

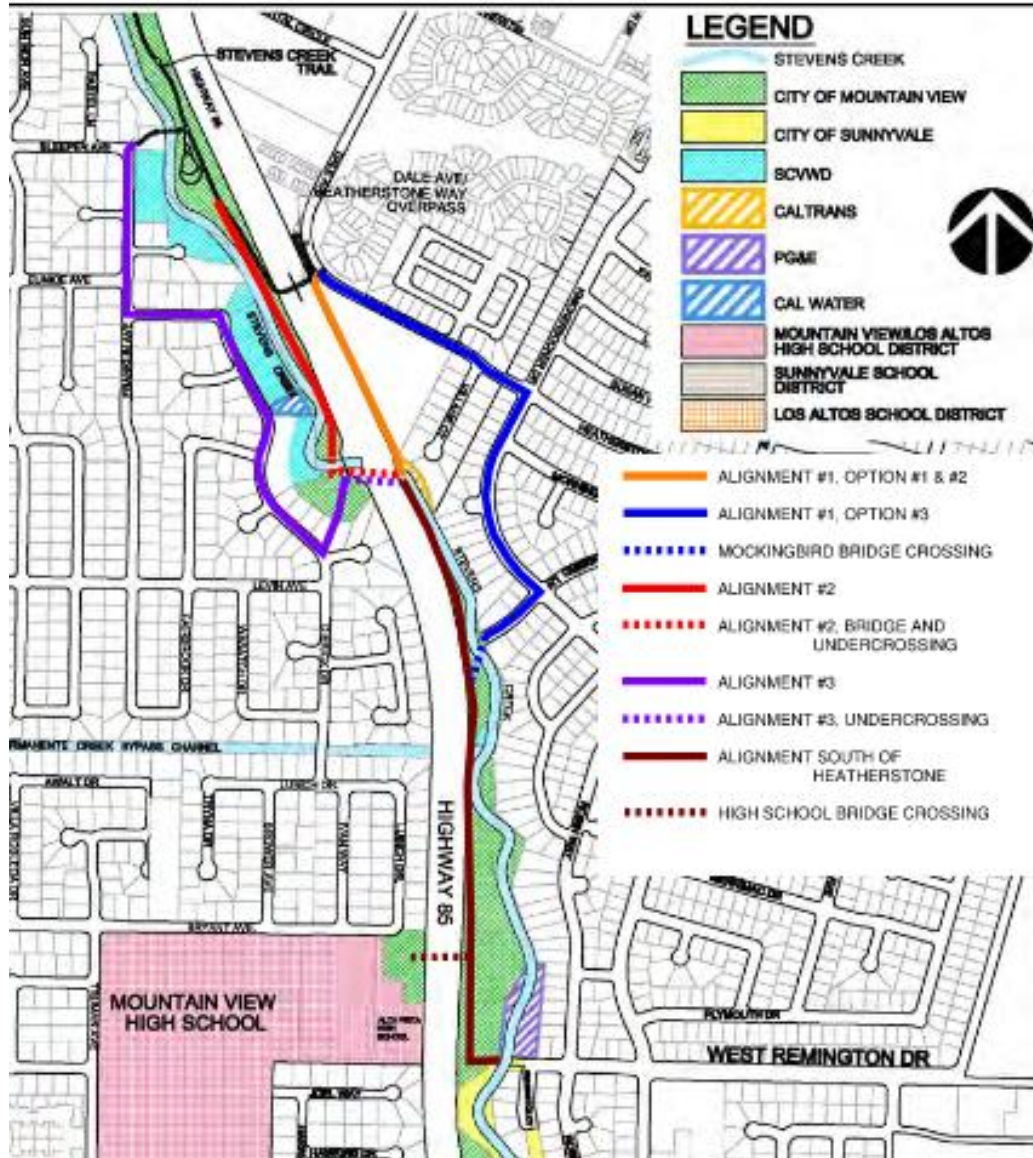


Figure 2: Alignment Map

C. ALIGNMENT OPTIONS

1. Heatherstone Apartments—Alignment No. 1. From the Dale Avenue/Heatherstone Way pedestrian/bicycle bridge over State Route 85, Stevens Creek trail leads to the Heatherstone Apartments where the trail will need to pass through before it enters open space lands to the south of the complex. Three alternatives were identified:
 - a. Option 1—Relocate the Soundwall. This alternative directs the trail through the existing Caltrans right-of-way and requires relocation of approximately 1,000' of soundwall adjacent to the Heatherstone

Apartments parking lot. Placement of the trail behind a reconstructed soundwall is preferred over placing the trail on the highway side of the wall but will require a soundwall footing design that would also accommodate possible highway widening and grade changes in the area. Caltrans previously expressed potential interest in selling the right-of-way that would allow the trail to be installed behind a reconstructed soundwall.



- b. Option 2—Extend the Trail behind Parking Lot at Heatherstone Apartments. This alternative would extend the trail between the existing soundwall and parking lot at Heatherstone Apartments. A trail easement from the property owner would be required, and a significant number of parking spaces for the apartment complex would be eliminated. A redesign of the parking lot and landscape strip behind the soundwall, including potential tree removal, would be required to minimize the number of parking spaces lost. Placement of the trail behind the soundwall would also buffer trail users from highway noise.



- c. Option 3—Use City Streets to Mockingbird Lane. This option would route the trail around the Heatherstone Apartments complex on City streets leading to Mockingbird Lane. Bicyclists would share the street with automobiles on Heatherstone Way, Knickerbocker Drive, and Mockingbird Lane through the combination of a new neighborhood greenway and existing bike lanes. An approximately 90' pedestrian/bicycle bridge would then span the creek at the end of Mockingbird Lane to provide access to the open space lands owned by the City of Mountain View where the trail would continue south.
- d. Creek Crossings. All three trail alignment options identified adjacent to Heatherstone Apartments require crossing Permanente Creek to reach the open space lands to the south toward Sunnyvale. Option 3 requires a pedestrian/bicycle bridge at the end of Mockingbird Lane. Options 1 and 2 will require a free-standing 300' pedestrian/bicycle bridge constructed of two spans (180' and 120'). This bridge will span the channel and narrow section of land located between the soundwall and the creek's top-of-bank.
- e. Pinch Points. As the trail proceeds south, an area just north of Mockingbird Lane is a pinch point where the top-of-bank area is too narrow to support the trail, which is ideally 15' to 25' wide or greater. Another pinch point is approximately 500' further south of Mockingbird Lane near the Permanente Creek Bypass Channel. Engineering solutions are required at these areas to accommodate the trail, including an approximately 100' structure slab trail on piles with curtain wall just north of Mockingbird Lane and an approximately 380' structure slab trail on piles from the Permanente Creek Bypass Channel south to the large meadow located across the creek from West Remington Drive. These structures would be built immediately adjacent to the freeway side of the soundwall.

The piles and curtain walls would help protect the Caltrans soundwall and stabilize the channel embankment and fish habitat. A geotechnical study would be required to further assess the impact of the proposed structures. A hydrogeologic study will propose habitat restoration along the streambed to support the threatened Central California Coast steelhead.



- f. Open Space Area. The trail design through the Mountain View-owned open space area (see Alignment Map) would integrate with the natural environment. A diverse palette of trees and plants would create settings for different experiences and activities in the area. The landscape design would promote biodiversity, incorporate habitats, and plant species suitable for the ecology and environmental characteristics of the site and wider region.



- g. Bridge Crossing over State Route 85. Past the open space area, the trail will span over State Route 85 via a pedestrian/bicycle overcrossing from West Remington Drive to Mountain View High School. This facility may resemble the bridge overcrossing at Dale Avenue/Heatherstone Way. The structure would touch down in a Mountain View-owned parcel adjacent to Mountain View High School and would meet or exceed Caltrans design standards.

2. Heatherstone Apartments Bypass—Alignment No. 2. As an alternative to Alignment No. 1, this route begins the extension of Stevens Creek Trail from the west side of State Route 85 instead of beginning at the termination of the pedestrian/bicycle bridge at Dale Avenue/Heatherstone Way intersection. The extension would begin before the pedestrian bridge where there is currently a maintenance path that leads to a locked gate.



The trail would continue south adjacent to the pedestrian/bicycle bridge supports and State Route 85 soundwall. As the trail proceeds south, a pinch point is reached approximately 500' from the pedestrian/bicycle bridge crossing. A few options are worth considering to account for the constrained width available for the trail:

- a. Option 1—Relocate the Soundwall. This alternative directs the trail through existing Caltrans right-of-way and requires relocation of approximately 200' of soundwall. Placement of the trail behind a reconstructed soundwall is preferred over placing the trail on the highway side but will require a soundwall footing design that would also accommodate possible grade changes in the area. Caltrans would have to agree to sell the right-of-way or provide an easement that would allow the trail to be installed behind a reconstructed soundwall.
- b. Option 2—Engineered Solution. An approximately 200' structure slab trail on piles with curtain wall could be constructed to accommodate the trail until the it reaches a small open space area to the south.
- c. Bridge Across the Creek. From the open space area, the trail would bridge across the creek to allow the trail to cross under State Route 85 through an existing culvert along the south side of the creek. The trail will exit the undercrossing adjacent to the soundwall on the east side of the highway.

From here the trail would continue along the same path as detailed in Section C.1.d.

3. Heatherstone Apartments Bypass—Alignment No. 3. Another alternative to Alignment No. 1 and No. 2 is to begin from the Sleeper Avenue mixed-use trail entrance at the Sleeper Avenue/Franklin Avenue intersection. Instead of continuing onto the trail, the route would utilize City streets and proceed south along Franklin Avenue, east along Diericx Drive until the route turns northeast through a gap between 2565 Diericx Drive and 1300 Brook Place. This gap is currently a locked maintenance path. The trail would proceed through this path down toward the bank of the creek, pass through the State Route 85 undercrossing to the east side of the highway, and continue along the same path as detailed in Section C.1.d.
4. Recommended Alignment—Alignment No. 4. The consultant is encouraged to add or modify alignment alternatives to best meet project objectives.

D. PROJECT BUDGET

Staff anticipates that this feasibility effort to be in the range of Three Hundred Thousand Dollars (\$300,000) to Five Hundred Thousand Dollars (\$500,000) for the scope elements described below.

II. SCOPE OF SERVICES

The scope of work, consultant selection process, and other related items are described in this Request for Proposals (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.

A. PRELIMINARY INVESTIGATION AND PROJECT COORDINATION

The Consultant shall:

1. Prepare a project schedule. Submit schedule within five (5) days of award of contract.
2. Submit an updated schedule of work and progress report quarterly and upon request by the City. The project schedule shall provide a minimum of five (5) weeks of review time by the City for all submittals.

3. Meet with City staff to review project requirements and existing conditions.
4. Visit the project site and investigate existing site conditions to identify opportunities, constraints, and to verify the presence of existing utilities and other conditions.
5. Review data pertinent to the project and gain familiarity with documents and guidelines, including, but not limited to, Joint Cities Coordinated Stevens Creek Trail Feasibility Study, available right-of-way documents, improvement plans, Proposed Public Rights-of-Way Accessibility Guidelines (PROWAG), American Association of State Highway and Transportation Officials (AASHTO), National Association of City Transportation Officials (NACTO) Urban Street Design Guide, NACTO Urban Bikeway Design Guide, NACTO Designing for All Ages and Abilities, Caltrans Design Information Bulletin 89-02, Caltrans Design Information Bulletin 94, Caltrans Standard Plans and Specifications, Caltrans Highway Design Manual, the Mountain View and Sunnyvale Standard Provisions and Details, codes, ordinances, and policies pertaining to the proposed project designs. The project traffic controls shall be per the latest California Manual of Traffic Control Devices (CA MUTCD) standards.
6. Perform a topographic survey of the proposed alignments and work areas sufficient to design the project. The survey shall locate existing features, including, but not limited to, curb ramps, curbs and gutters, trees, utilities, fences, pavement, drainage structures, trees, monuments, street signs, soundwalls, creek banks, and other features required to design the project.
7. Prepare and provide an arborist report for existing trees within the project limits and within 40' of the proposed trail alignment.
8. Conduct potholing to confirm location of existing utilities.
9. Conduct a photometric analysis along the entire length of the project site to determine the appropriate number of streetlights to be installed based on results of the photometric analysis.
10. Conduct a geotechnical study to develop engineering solutions at constrained sites, including, but not limited to, bridges, soundwalls, and slab trail on piles with curtain walls.
11. Conduct a hydrogeologic study to assess the impact of proposed engineered trail structures.
12. Conduct a Maintenance Needs Assessment. Coordinate with City staff for the construction of a maintenance shed with power.

13. Prepare a draft habitat restoration plan to support the threatened Central California Coast steelhead for review.
14. Coordinate, prepare, and submit required documents to obtain permits and/or design approval from the City of Sunnyvale, Cal Water, Mountain View-Los Altos Union High School District, Santa Clara Valley Water District, Caltrans, PG&E, Comcast, AT&T, and other impacted agencies as needed.
15. Apply for all applicable permits, including, but not limited to, an excavation permit from the City of Mountain View to conduct geotechnical and other required investigations to deliver the project. Please note that excavation permits require pollution insurance (which is not typically required for professional services agreements with Mountain View).
16. Submit invoices that indicate work completed and design progress to support invoice charges.

B. FEASIBILITY REPORT

1. The selected consultant (Consultant) shall develop a Feasibility Report to evaluate and recommend a preferred trail alignment based on criteria, including, but not limited to, right-of-way acquisition cost, constructability, agency coordination, along with tree removals and trail usability. The Consultant shall suggest additional criteria to the City and agree on selection criteria.
2. The Consultant shall coordinate with Caltrans and the Santa Clara Valley Water District to determine the hydraulic limits of the proposed undercrossing under State Route 85 and determine the feasibility of Alignment No. 2 and No. 3.
3. The Consultant shall deliver a draft and final Feasibility Report.

C. CONCEPTUAL DESIGN

1. The purpose of this task is to develop conceptual designs illustrating a new north-south trail extension from the Dale Avenue/Heatherstone Way pedestrian/bicycle bridge over State Route 85 in Mountain View to West Remington Drive in Sunnyvale, and a new east-west connection via a pedestrian/bicycle overcrossing over State Route 85 between Mountain View High School and West Remington Drive.
2. The Consultant shall develop a recommended alignment with distinct designs for creek crossings that are sufficiently detailed for the City to review.

3. The Consultant shall develop engineering solutions to accommodate a trail between 15' and 25' wide in areas where the top-of-bank area is too narrow to support the trail extension. A structure slab trail on piles with a curtain wall and a slab trail on piles shall be considered to protect the highway soundwall and stabilize the creek embankment. The Consultant shall also conduct a hydrogeologic study to assess the impact of these structures.
4. The Consultant shall prepare a preliminary landscape design for the open space area in the City of Mountain View that promotes biodiversity and incorporates habitats and planting species suitable for the ecology and environmental characteristics of the site and wider region. The design shall be consistent with the City's [Biodiversity and Urban Forest Plan](#).
5. The Consultant shall design a pedestrian/bicycle overcrossing State Route 85 from West Remington Drive to Mountain View High School.
6. Project design shall:
 - a. Incorporate upgraded infrastructure, such as traffic signals, automatic removable bollards (for emergency and maintenance access), bulb-outs, lighting, drainage, etc. The concepts shall also take into consideration Americans with Disabilities Act (ADA) compliance of the existing street grades on the approach to the intersections along Castro Street and potential modifications needed to comply with pedestrian accessible path.
 - b. Show plan views and cross-section views of proposed improvements with dimensions to property lines.
 - c. Incorporate engineered trail structures that parallel the soundwall would be constructed from the freeway side of the soundwall.
7. Submit PDF copies of all concepts.
8. Prepare responses to comments and meet with City staff as requested to review comments on the conceptual design submittal.

D. ENVIRONMENTAL CLEARANCE

1. It is the Consultant's responsibility to recommend appropriate California Environmental Quality Act (CEQA) documentation.
2. For purposes of the proposal, the Consultant can assume this will be an Initial Study/Mitigated Negative Declaration (IS/MND).

3. Prepare draft and final environmental documentation in accordance with the most recent CEQA Guidelines. The Consultant shall be solely responsible for securing biologist services to prepare a draft Initial Study that includes:
 - a. A description of the proposed project;
 - b. An introduction that describes the need for the proposed project to comply with CEQA requirements;
 - c. An environmental setting;
 - d. Information sources, including a list of agencies and persons consulted; and
 - e. A discussion of any potential environmental impacts based on the findings of technical analysis and site visits.
4. Prepare and produce the draft CEQA document(s) and present findings in a meeting with City staff and receive direction from staff for preparation of the draft public CEQA document(s).
5. Provide final CEQA document(s) for public and agency review and distribution.
6. Respond to all comments received on the final CEQA Mitigated Negative Declaration document(s) and prepare additional mitigation measures to be included in the document(s), as needed.
7. Include preparation of a mitigation and monitoring plan including and during preproject and postproject construction.
8. Include other recommended optional services as needed including, but not limited to, technical permitting support.
9. Apply for any necessary permits.
10. Conduct any required studies/analysis.

E. SCHEMATIC DESIGN

1. Upon approval conceptual design options will be selected to proceed with schematic design (35% design).

2. Prepare and submit a 35% design, including plans and Engineer's Estimate.
 - a. Design shall show existing conditions, including, but not limited to, topographic survey data, photometry, utility, rights-of-way, and property lines.
 - b. Provide locations of dig-outs, damaged sidewalks, curbs, gutters, and median curbs, and non-ADA-compliant curb ramps.
 - c. Provide typical cross sections illustrating pavement sections and lane width configurations and elevations.
 - d. Traffic signal modifications will include, but not be limited to, pole upgrades (including poles with signal mast arms) and loop replacement, installation of video detection, new pedestrian signal poles, pedestrian push-button posts, new conduits, safety lights, service cabinet, and new signal heads at the intersections. Poles and/or posts shall be at locations clear of utilities.
 - e. Provide signing and striping plans.
 - f. Provide draft traffic control plans, including any proposed detours.
 - g. To the extent feasible, given the existing site conditions, design for pedestrian and bicycle facility improvements consistent with AASHTO, PROWAG, the NACTO Urban Street Design Guide, NACTO Designing for All Ages and Abilities, Caltrans Design Information Bulletin 89-02, and Caltrans Design Information Bulletin 94 (DIB 94).
 - h. Additionally, all work shall comply with the City of Mountain View and Sunnyvale Standard Provisions and Standard Design Criteria; CA MUTCD; Federal Highway Administration regulations, policies, and procedures; American Association of State Highway and Transportation Officials (AASHTO); Caltrans policies, procedures, and all applicable Caltrans design standards; and all other applicable codes, regulations, specifications, and guidelines governing the work.
3. Submit PDF copies of 35% plans and Engineer's Estimate.
4. Prepare responses to all comments and meet with City staff to review comments on the 35% submittal. Revise plans and Engineer's Estimate reflecting City comments and directions.

F. DESIGN

Upon approval of the schematic design and confirmed feedback from meetings by the City, the Consultant shall:

1. Prepare and submit 65% design and construction documents, including plans, technical specifications, Engineer's Estimate, and other necessary documents.
 - a. Design 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, cross sections, photometric improvements, signal modifications, planting plans, irrigation plans, and traffic control and construction phasing plans.
 - b. Design shall show existing conditions, including, but not limited to, topographic survey data, photometry, utilities, rights-of-way, and property lines.
 - c. Provide locations of dig-outs, damaged sidewalks, curb, gutter and median curb, and non-ADA-compliant curb ramps.
 - d. Provide typical cross sections.
 - e. Provide proposed pavement delineation.
 - f. To the extent feasible, given the existing site conditions, design for pedestrian improvements shall be consistent with the PROWAG and the NACTO Urban Street Design Guide.
 - g. Design shall include stormwater drainage analysis to avoid ponding of water.
 - h. To the extent feasible, bike facility improvements shall be consistent with AASHTO, NACTO Urban Bikeway Design Guide, NACTO Designing for All Ages and Abilities, Caltrans Design Information Bulletin (DIB 89-02), and DIB 94.
 - i. Plant selection shall be approved by the City. All landscaped areas shall be designed with an automatic irrigation system. Landscaping installed by the project on the approach to an intersection and at the intersection shall not exceed 3' in height at full maturity.
 - j. Technical specifications shall include measurement and payment clauses for all bid items referenced.

- k. Technical specifications shall reference the General Provisions and Special Provisions and avoid providing repetitive information.
 - l. Technical specifications shall reference City standards for materials and construction methods, as specified in the Standard Provisions, before considering non-City-standard materials and construction methods. Provide detailed technical specifications for those items that are not covered by the Standard Provisions.
 - m. Traffic control plans shall be phased plans that address different construction phases and shall be prepared in accordance with the latest edition of the 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 when necessary, including duration. Traffic control plans shall comply with the City of Mountain View traffic control checklist.
 - n. Additionally, all work shall comply with the City of Mountain View and Sunnyvale Standard Provisions and Standard Design Criteria; CA MUTCD; Federal Highway Administration regulations, policies, and procedures; American Association of State Highway and Transportation Officials (AASHTO); Caltrans policies, procedures, and all applicable Caltrans design standards; and all other applicable codes, regulations, specifications, and guidelines governing the work.
2. Submit electronic files in PDF of 65% plans, Engineer’s Estimate, and Technical Specifications.
 3. Prepare responses and meet with City staff to review comments on the 65% submittal. Revise plans, specifications, and Engineer’s Estimate reflecting City comments and directions.

G. MEETINGS

Assist City staff in presenting design to the Parks and Recreation Commission (PRC), Bicycle/Pedestrian Advisory Committee (BPAC), Council Transportation Committee (CTC), City Council, and community meetings by preparing slides and exhibits that can be understood by the public (not engineering drawings).

The Consultant shall plan to attend and present at two (2) PRC meetings, two (2) BPAC meetings, two (2) CTC meetings, two (2) City Council meetings, and two (2) community meetings with public participation in the City of Mountain View. The Consultant shall also assume the same number of meetings for the City of Sunnyvale.

H. UTILITY COORDINATION

Act on behalf of and at the direction of the City to administer federal and state laws regarding utility relocations necessitated by transportation-related projects. Conduct coordination meetings with utility companies to discuss proposed bridge plans, relocation of utilities, cost responsibilities, scheduling, and construction. Assume timely and appropriate generation, collection, dissemination, storage, and disposition of project information. Work together with the City and utility representatives to find solutions that will enhance and promote the efficient relocation/installation of utility facilities.

I. CALTRANS COORDINATION

Lead the coordination between the City, Caltrans, and other project stakeholders. Prepare the Caltrans Design Engineering Evaluation Report (DEER) and any required attachments, including, but not limited to, right-of-way datasheets, stormwater data report, Design Standard Decision Document, maintenance agreement (if required), and utility, right-of-way, and ADA certifications.

1. Attend meetings with Caltrans.
2. Coordinate a minimum of three review cycles with Caltrans.
3. Develop a Traffic Management Plan.
4. Prepare calculations and/or technical documents required for the construction of retaining walls, bridges, and other engineered solutions.

J. BUILDING PERMIT SUPPORT

This project will require building permits from several jurisdictions, including, but not limited to, the cities of Mountain View and Sunnyvale, Caltrans, etc. The Consultant shall:

1. Identify all building permits required for the project;
2. Lead the preparation of all necessary building permit application documents; and
3. Provide continuous support throughout the permit application process.

K. DESIGN DEVELOPMENT

1. Prepare and submit 95% design and construction documents based on the City's 65% submittal review comments. This submittal shall include responses to reviewer comments. The same review and revision process described above for the 65% submittal shall repeat for the 95% submittal. Submit five (5) copies and PDF copies of the 95% plans, cost estimates, and technical specifications.
2. 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. Submit five (5) copies and PDF copies of the "Draft" 100% plans, cost estimates, and technical specifications. Meet with City staff to review comments on the "Draft" 100% submittal. Revise plans and specifications if necessary to reflect City comments and directions.
3. 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, Adobe PDF, Microsoft Word, and Microsoft Excel, respectively.

L. BIDDING

The Consultant shall:

1. Assist the City as required in responding to bidders' inquiries and requests for clarifications.
2. Prepare and issue addenda, as necessary.

M. AVAILABLE BACKGROUND MATERIAL

The following is a list of background material that will be available to assist in the design of the project:

1. Joint Cities Coordinated Stevens Creek Trail Feasibility Study.
2. NACTO Designing for All Ages and Abilities Guidance (NACTO): [Designing for All Ages and Abilities—NACTO](#)
3. U.S. Access Board's Public Right-of-Way Accessibility Guidelines (PROWAG): <https://www.access-board.gov/prowag/>

4. California Manual of Traffic Control Devices (CA MUTCD):
<https://dot.ca.gov/programs/safety-programs/camutcd>
5. Caltrans Design Information Bulletin 89:
<https://dot.ca.gov/-/media/dot-media/programs/design/documents/dib-89-02-final-a11y.pdf>
6. Caltrans Design Information Bulletin 94:
<https://dot.ca.gov/-/media/dot-media/programs/design/documents/dib-94-010224-a11y.pdf>
7. NACTO Urban Bikeway Design Guide:
<https://nacto.org/publication/urban-bikeway-design-guide/>
8. NACTO Urban Street Design Guide:
[Urban Street Design Guide—NACTO](#)
9. AASHTO Guide for the Development of Bicycle Facilities, 5th Edition:
[Designing for All Ages and Abilities—NACTO](#)
10. ITE Designing Walkable Urban Thoroughfares:
[ite_walkable_thoroughfares.pdf](#)
11. City of Mountain View Standard Provisions:
<https://www.mountainview.gov/home/showpublisheddocument/2612/638315807162300000>
12. City of Sunnyvale Standard Provisions: [Design Guidelines and Standards | Sunnyvale, CA](#)
13. City of Mountain View Standard Design Criteria: [638398694230230000](#)
14. As-built drawings, including water, sewer, storm drain, and traffic signals, where available.
15. Vertical data and benchmark information.
16. GIS aerial maps and other City base layers in GIS format.
17. Electronic ACAD templates of cover sheet and design sheet.
18. Final Environmental Impact Report—Stevens Creek Trail Reach 4, Segment 2—June 2004.

The City does not warrant the accuracy of the information contained in the materials it provides.

N. CITY RESPONSIBILITY

To aid in successful completion of the project, the City will:

1. Designate a City project manager;
2. Provide information regarding utilities, site features, and other existing conditions as available from City records;
3. Provide project requirements, including design objectives, budget, constraints, and criteria. The City's requirements are further defined during the schematic design phase;
4. Provide timely reviews of the Consultant's submittals in order to avoid delays; and
5. Prepare proposal forms, General Provisions, and Special Provisions for inclusion in the Project Specifications.

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

III. RFP PROCESS

A. INVITATION TO RESPOND

The City of Mountain View invites qualified Proposers (Proposer or Consultant) to provide proposals for feasibility, design, and environmental clearance services. 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: Stevens Creek Trail Extension from Dale Avenue/Heatherstone Way to West Remington Drive, Project 20-50 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	September 15, 2025
2. Mandatory preproposal conference	September 29, 2025
3. Last date for submission of written questions (4:00 p.m.)	October 6, 2025
4. Issue addendum/response to written questions	October 15, 2025
5. Proposal submission deadline (4:00 p.m.)	October 29, 2025
6. Evaluation of proposals	Start week of November 3, 2025
7. Potential interviews with Proposers	Week of December 15, 2025
8. Contract award date	March/April 2026

E. PREPROPOSAL CONFERENCE

A preproposal conference will be held via Zoom at 11:00 a.m. on Monday, September 29, 2025. Proposers shall use the following link for access to the meeting: <https://mountainview.zoom.us/j/87388735538?from=addon>.

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 (with no hard copies required).

The Consultant shall email the proposal to the POC, as identified on the cover Page of this RFP, and include the following in the email subject line: "STEVENS CREEK TRAIL EXTENSION FROM HALE/HEATHERSTONE WAY TO WEST REMINGTON DRIVE, PROJECT 20-50—PROPOSAL";

- b. Submitted in one email consisting of two (2) PDF files for the proposal: Part I—Narrative Proposal; and Part II—Feasibility, Design, and Environmental Clearance Fee Proposal:

Part I—Narrative Proposal shall be a maximum length of thirty (30) pages, excluding Cover Page (Attachment A), References (Attachment B), Exceptions (Section 7 on Page 24), curriculum vitae, bios, and project schedule.

Part II—Feasibility, Design, and Environmental Clearance Fee Proposal shall be submitted as a digital PDF and Excel file with subtotal and totals (Consultant calculation formulas/percentages are not required);

- 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. Addressed to the POC, as identified on the Cover Page of this RFP; and
 - f. 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.
 - List of assumptions.
- 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—Feasibility, Design, and Environmental Clearance 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.

V. LIVE SCAN

A contract awarded to the successful Proposer (Contractor), if unescorted access is requested or required, may be subject to the following:

- a. All Contractor's employees and subcontractor's employees servicing the City's account 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 have 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 the City from the Department of Justice prior to the Contractor's employees and subcontractor employees beginning work. No Contractor, Contractor's 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 the Contractor.
- c. The forms and appointments may be obtained from the City of Mountain View Human Resources Department at 650-903-6309. Each applicant will make an appointment to obtain an application and to have fingerprints taken; applicable charges will be assessed at this time. The clearance process takes approximately thirty (30) days. After the clearance is given, an appointment should be made with the City's Facilities Division, who will issue photo Contractor ID badges.
- d. While they are on the premises, the Contractor's employees shall display photo ID badges at all times.

IV. **AGREEMENT TERMS**

- A. It is anticipated that the resulting agreement will be for a fixed three (3) year contract from March 2026 to March 2029.
- 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—PHOTO MAP

ATTACHMENT E—JOINT CITIES COORDINATED STEVENS CREEK TRAIL FEASIBILITY STUDY

ATTACHMENT A—PROPOSAL COVER PAGE

PROPOSER

Company: _____

Name: _____

[PRINT OR TYPE]

Federal Tax I.D. No.: _____

Signature:* _____

Street Address: _____

Title: _____

City: _____

Date: _____

State: _____ Zip Code: _____

Tel. No.: _____ Fax No.: _____

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

Email: _____

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 _____ 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 _____, a _____, 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 design services for Stevens Creek Trail Extension from Dale/Heatherstone Way to West Remington Drive, Project 20-50; 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.** The _____ rate for services under this Agreement shall be _____ Dollars (\$_____). Compensation to DESIGN PROFESSIONAL for services as set forth in Exhibit A shall not exceed _____ Dollars (\$_____). Compensation to DESIGN 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, 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 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. **Builder's Risk Insurance.** DESIGN PROFESSIONAL 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.

f. **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.

g. **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.

h. 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.

i. 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: _____

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.

27. **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 and incorporated herein by this reference, as amended from time to time.

28. **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 _____ for design services for Stevens Creek Trail Extension from Dale/Heatherstone Way to West Remington Drive, Project 20-50, is executed by CITY and DESIGN PROFESSIONAL.

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

“DESIGN PROFESSIONAL”:
_____,
a _____

By: _____
City Manager

By: _____

Print Name: _____

Attest: _____
City Clerk

Title: _____

APPROVED AS TO CONTENT:

Taxpayer I.D. Number

FINANCIAL APPROVAL:

Finance and Administrative
Services Director

APPROVED AS TO FORM:

City Attorney