



REQUEST FOR PROPOSALS

FOR

BIENNIAL INTERSECTION TRAFFIC SIGNAL SYSTEM—
MAJOR REPLACEMENTS AND UPGRADES, PROJECT 26-15

RFP NO. R261810

RFP ISSUE DATE: THURSDAY, FEBRUARY 12, 2026

**PROPOSAL DUE DATE AND TIME:
TUESDAY, MARCH 10, 2026, 5:00 P.M. PACIFIC TIME**

TO

PUBLIC WORKS DEPARTMENT
ATTN: MARICHRISSE HOANG
500 CASTRO STREET
P.O. BOX 7540
MOUNTAIN VIEW, CA 94039-7540

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

MARICHRISSE HOANG, ASSOCIATE CIVIL ENGINEER
650-903-6991
marichrisse.hoang@mountainview.gov

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I. BACKGROUND

A. PROJECT OVERVIEW

The existing traffic signal at the intersection of Moffett Boulevard and Central Avenue is approximately 60 years old and was last modified in 1985, and all major components are either at the end of their useful life or do not meet current standards.

Moffett Boulevard is a minor arterial street and consists of two (2) through lanes and a left-turn lane on both approaches. Central Avenue is striped with one (1) lane in each direction along with an additional dedicated westbound right-turn lane at Moffett Boulevard. The intersection is controlled by a two (2) phase traffic signal.

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

B. PROJECT SCOPE

Biennial Intersection Traffic Signal System—Major Replacements and Upgrades, Project 26-15, will update the traffic signal and all components to current standards. Improvements at the intersection in preparation for replacing the traffic signal will include, but are not limited to:

- Installation of a new eight (8) phase traffic signal system and equipment, including, but not limited to, pull boxes, poles and mast arms, conduits, service box, pedestrian and vehicle signal heads, push buttons, controller cabinet system, video detection, emergency vehicle preemption, and street name signs.
- Removal of existing traffic signal after completion of the new signal.
- Restriping Central Avenue and Moffett Boulevard to accommodate an eight (8) phase signal, installation of high-visibility crosswalks, and advance limit lines.
- Curb ramp, curb and gutter, sidewalk, and drainage modifications as needed to provide directional curb ramps.
- Installation and relocation of traffic signal cabinet.
- Lighting improvements and relocation of streetlight poles as needed.
- The project design may also include:
 - Tree removal to ensure traffic signal visibility;

- PG&E clearance from high-voltage overhead lines; and
- Storm drain relocation.

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.

A. PRELIMINARY INVESTIGATION AND PROJECT COORDINATION

The selected consultant (Consultant) shall:

- Prepare a project schedule. Submit schedule within five (5) days of award of contract.
- Submit an updated schedule of work and progress report quarterly and upon requested by the City. The project schedule should provide a minimum of six (6) weeks of review time by the City for all submittals.
- Meet with City staff to review project requirements and existing conditions.
- Visit the project site and investigate existing site conditions to identify opportunities, constraints, and to verify the presence of existing utilities and other conditions.
- Review data pertinent to the project and gain familiarity with documents and guidelines, including, but not limited to, available right-of-way documents, improvement plans, proposed Public Rights-of-Way Accessibility Guidelines (PROWAG), National Association of City Transportation Officials (NACTO) Urban Street Design Guide, NACTO Designing for All Ages and Abilities, Caltrans Design Information Bulletins, Caltrans Highway Design Manual, Caltrans Standard Details and Standard Specifications, the City's Standard Provisions and Details, and the City's Technical Specifications (traffic signals), codes, ordinances, and policies pertaining to the proposed project designs. The project traffic controls shall be per the California Manual of Traffic Control Devices (MUTCD) standards.
- Perform topographic survey of the 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, and other features required to design the project.

- Evaluate impacts of the project during construction. The Consultant shall prepare and process the environmental documents in connection with the project to achieve California Environmental Quality Act (CEQA) compliance.
- Coordinate, prepare, and submit required documents to obtain encroachment permits and/or design approval from PG&E, County of Santa Clara, and other impacted agencies as needed.

B. CONCEPTUAL DESIGN

- Develop conceptual designs illustrating curb ramp locations, new pole placements, lane configuration, and photometric analysis. The Consultant shall develop three (3) distinct designs that are sufficiently detailed for the City to review.
- Submit PDF copies of each alternative.
- Prepare responses and meet with City staff to review comments on the conceptual design submittal.

C. SCHEMATIC DESIGN

- Based on City approval, one of the conceptual design options will be selected to proceed with schematic design.
- Prepare and submit a 35% design, including plans and Engineer's Estimate.
 - The design shall show existing conditions, including, but not limited to, topographic survey data, utilities, rights-of-way, and property lines.
 - Provide locations of new signal poles, streetlights, cabinet, and any other major component.
 - Additionally, all work shall comply with the City of Mountain View Standard Provisions and Standard Design Criteria; California MUTCD; and all other applicable codes, regulations, specifications, and guidelines governing the work.
- Submit electronic files in PDF of 35% plans and Engineer's Estimate.

- Prepare responses and meet with City staff to review comments on the 35% submittal. Revise plans and Engineer's Estimate reflecting City comments and directions.

D. DESIGN

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

- Perform potholing at proposed pole locations.
- Prepare and submit 65% design and construction documents, including plans, technical specifications, Engineer's Estimate, and other necessary documents.
 - 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, and traffic control and construction phasing plans.
 - Develop new traffic signal timing plans as appropriate for proper operation with new phasing.
 - Prepare PG&E application for service and coordination with PG&E.
 - Technical specifications shall include measurement and payment clauses for all bid items referenced.
 - Technical specifications shall reference the General Provisions and Special Provisions and avoid providing repetitive information.
 - 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.
 - Construction and phasing diagrams and traffic control plans for each phase of the project maintaining vehicular and pedestrian traffic in all directions. Traffic control plans shall be prepared in accordance with the latest edition of the California 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 traffic control checklist.

- Submit electronic files in PDF of 65% plans, Engineer's Estimate, signal timing sheet, and technical specifications.
- 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.
- **(Optional Task)** If any tree(s) is proposed for removal:
 - Prepare and submit arborist report.
 - Assist in preparation of presentation materials for Urban Forestry Board and City Council meetings.
 - Prepare tree mitigation plans, including, but not limited to, tree species and size, locations, irrigation layout, and landscape details.

E. DESIGN DEVELOPMENT

- 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 electronic files in PDF of the 95% plans, cost estimates, and technical specifications.
- 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 electronic files in PDF 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.
- Submit traffic signal timing sheet in electronic Excel format. Cells shall be unlocked for editing.
- 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.

F. BIDDING

The Consultant shall:

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

G. CONSTRUCTION

The Consultant shall:

- Attend a preconstruction conference conducted by the City.
- Review and respond to submittals within three (3) days of receiving City's request.
- Respond to Requests for Information (RFI), as necessary, within three (3) days of receiving City's request.
- Provide the City support in coordination with PG&E.
- Assist the City in evaluating any necessary contract change orders and construction claims.

H. POSTCONSTRUCTION

The Consultant shall:

- Prepare record drawings. After construction, the City will transmit the contractor's redlined record drawings to the Consultant.
- The Consultant shall provide one (1) signed, stamped set of record drawings in PDF format, incorporating the changes during construction.
- Submit ACAD files of the record drawings to the City.

I. AVAILABLE BACKGROUND MATERIAL

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

- a. City of Mountain View Standard Provisions: mountainview.gov/home/showpublisheddocument/12188/638937203284670000.
- b. City of Mountain View Standard Design Criteria.
- c. As-built drawings, including water, sewer, storm drain, and traffic signals, where available.
- d. Vertical datum and benchmark information.
- e. GIS aerial maps and other City base layers in GIS format.
- f. ACAD templates of cover sheet and design sheet.
- g. City's Traffic Signal Specifications.

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

J. CITY RESPONSIBILITY

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

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

III. RFP PROCESS

A. INVITATION TO RESPOND

The City of Mountain View invites qualified Proposers (Proposers) to provide proposals for traffic engineering consulting 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: Biennial Traffic Signal System 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	Thursday, February 12, 2026
2. Last date for submission of written questions (3:00 p.m.)	Monday, February 23, 2026
3. Issue addendum/response to written questions	Monday, March 2, 2026
4. Proposal submission deadline (3:00 p.m.)	Tuesday, March 10, 2026
5. Evaluation of proposals	March 2026
6. Potential interviews with Proposers	March 23-27, 2026
7. Contract award date	April 2026

E. 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.

F. SUBMISSION OF PROPOSALS

1. Proposals shall be:
 - a. Submitted in the format set forth herein;
 - b. Made in the official name of the firm or individual under which the vendor’s business is conducted (including the official business address);
 - c. Cover Page of this RFP signed by a person duly authorized to submit a proposal to this RFP solicitation;
 - d. Addressed to the POC, as identified on the Cover Page of this RFP; and
 - e. Submitted in an electronic format with the Proposer’s name on each file. Attachments shall be provided in the same manner. Submit four (4) copies provided in paper format with the Proposer’s name on each file, submitted to the POC and address listed herein, clearly marked with the assigned RFP title and closing date/time referenced on the outside of the envelope.

2. Proposal Format :
 - a. Section 1—Completed Cover Page, Attachment A.

- b. Section 2—Executive Summary, including highlights, key features, and distinguishing points of the proposal.
- c. Section 3—Firm Profile, including organization structure, financial stability, lawsuits, and pending litigation for previous five (5) years, firm capacity, and resources.
- d. Section 4—Firm Qualifications, including brief description of similar projects undertaken within the past five (5) years, summary of work performed, total project cost, and time period. Include a brief statement of the firm’s adherence to schedule and budget for the referenced project. Identify the project manager and the project team. Include a summary resumé of each member with the proposal.
- e. Section 5—Work Plan, including staffing and schedule. Provide a well-conceived service plan establishing an understanding of the City’s requirements and the Proposer’s ability to satisfy the requirements, schedule, customer service component, and approach in providing the services. Proposers may also suggest technical, procedural innovations, or new concepts that have been used successfully on other engagements and which may provide the City with better service delivery. Proposals should outline the following details:
- Work Plan and Timeline with key deliverables, including business process reviews, tasks, and activities.
 - Proposed project management services, including role of the project manager, on-site presence, and proposed quality assurance procedures.
 - Proposed staff assigned to project with key roles, their qualifications and responsibilities, and approximate dedication of each resource and approximate time work will be completed on-site versus off-site.
 - Explain roles and responsibilities the City is expected to provide.
 - Provide a sample project plan.
 - Include a training program and describe how on-site training will be provided to staff and if any training will be done remotely.
- f. Section 6—Proposal Costs. Include the proposed costs to provide the services desired as well as any other cost and price information with a not-to-exceed amount. The City does not pay for services before it receives

them. Therefore, do not propose contract terms that call for up-front payments or deposits.

All travel time, mileage, and per diem shall be included in the submitted proposal price. No additional reimbursements for travel, food, or other expenses shall be made by the City.

- g. Section 7—References, minimum of three (3) from projects of similar scope, preferably from public agencies on form provided, Attachment B.
- h. Section 8—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 this RFP.
- i. Section 9—Insurance Certificate, copy of evidence of insurance as requested, per the attached Sample Contract, Attachment C.

G. 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.

H. LATE SUBMISSIONS

If mailing proposals, please allow sufficient mail delivery time to ensure timely receipt by the issuing office. Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of 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 proposal 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 proposals and was under the City's control prior to the time set for receipt of proposals; or
3. It was the only proposal received.

I. 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.

J. 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."

K. 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.

L. 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.

M. PROPOSAL EVALUATION AND SELECTION

The City will evaluate proposals and may select one or multiple Proposers to provide the requested services. The contract award will be made to the responsible

Proposer(s) whose proposal(s) is (are) determined to provide the overall best value to the City considering the evaluation criteria, including price. The various qualitative and quantitative criteria that will be used by the evaluation committee to review and rate proposals includes, but is not limited to, the following:

1. Proposer's experience, especially with public agencies, including the experience of staff to be assigned to this project, in engagements of similar scope and complexity;
2. Work plan or project approach meeting the RFP requirements;
3. Past performance, litigation, references, and customer service;
4. Adherence to the requirement of the RFP/exceptions taken;
5. Proposed timeline;
6. Support offered;
7. Total cost to the City; and
8. Any other factors as solely determined by the City to be in the City's best interest.

N. 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.

O. 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.

P. INCURRED EXPENSES

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

Q. 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.

R. 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 and any other information which may be specifically classified as confidential by the City of Mountain View.

S. 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.

IV. AGREEMENT TERMS

- A. It is anticipated that the resulting agreement will be for a fixed three (3) year contract with an option to extend for an additional one (1) year fixed term at the discretion of the City, if applicable.
- B. The successful Proposer will be required to enter into a contract for services with the City and utilize the City's Standard Contract, Attachment C. **Please review the attached standard City contract for additional requirements, including Section 11, Business License, and Section 12, Insurance.**

V. ATTACHMENTS

ATTACHMENT A—PROPOSAL COVER PAGE

ATTACHMENT B—REFERENCES

ATTACHMENT C—CITY STANDARD CONTRACT

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:

**AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW
AND _____ FOR
PROFESSIONAL DESIGN SERVICES FOR
BIENNIAL INTERSECTION TRAFFIC SIGNAL SYSTEM –
MAJOR REPLACEMENTS AND UPGRADES, PROJECT 26-15**

This AGREEMENT is dated for identification this ____ day of _____ 20____, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter “CITY”), and _____, _____ [legal entity—Example: sole proprietorship, partnership, corporation, S corporation, limited liability company, etc., etc.]_____, _____, 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 _____, Project _____; 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 ____ [hourly or daily (select one)] 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. **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.

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

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

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

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

“DESIGN PROFESSIONAL”:
_____,

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

By: _____

Print Name: _____

Title: _____

Attest: _____
_____ City Clerk

***CITY CLERK SIGNATURE REQUIRED IF APPROVED BY CITY COUNCIL—
ADVISE WHETHER TO LEAVE IN OR DELETE***

Taxpayer I.D. Number

APPROVED AS TO CONTENT:

FINANCIAL APPROVAL:

Finance and Administrative
Services Director

APPROVED AS TO FORM:

City Attorney