



City of
Mountain View

REQUEST FOR PROPOSALS

FOR

NORTH BAYSHORE SEMIANNUAL TRAFFIC COUNTS,
PROJECT 26-24

RFP NO. R261694

RFP ISSUE DATE: FRIDAY, FEBRUARY 13, 2026

**PROPOSAL DUE DATE AND TIME:
FRIDAY, MARCH 6, 2026 AT 3:00 P.M. PACIFIC TIME**

TO

PUBLIC WORKS DEPARTMENT
ATTN: BEN PACHO, TRANSPORTATION PLANNER
SUBMIT VIA [PLANETBIDS](#)

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

BEN PACHO, TRANSPORTATION PLANNER
650-903-6054

BEN.PACHO@MOUNTAINVIEW.GOV

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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 2026-27 of approximately \$195.7 million.

B. PROJECT OVERVIEW

In 2014, the Mountain View City Council approved the [North Bayshore Precise Plan](#), which established a Single-Occupancy Vehicle (SOV) mode-share target of 45% for the North Bayshore District (District) as well as a Districtwide vehicle trip cap based on the capacity of the three District gateways, with 18,850 vehicles in the a.m. peak period and 16,630 in the p.m. peak period. The three gateways include San Antonio Road, Rengstorff Avenue, and Shoreline Boulevard at U.S. 101. On December 7, 2023, the City Council adopted [the 2021 North Bayshore Circulation Study](#), which refined the monitoring methodologies for the North Bayshore trip-cap monitoring.

This project satisfies the Precise Plan's requirement to monitor the transportation mode share and number of vehicle trips at each of the three North Bayshore gateways. The project consultant will conduct counts semiannually in both the fall and spring from fall 2026 to spring 2029 to assess compliance with the District vehicle cap in North Bayshore. Proposers (Proposer or Consultant) are expected to be familiar with the [North Bayshore Precise Plan](#) and [North Bayshore Circulation Study](#). Proposers are also expected to be familiar with previous monitoring reports which can be found on the North Bayshore Precise Plan webpage [here](#).

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

II. SCOPE OF SERVICES

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

Proposers must provide a specific, well-developed scope of work for all tasks and are expected to incorporate their own expertise into the scope and propose modifications they deem necessary or advisable. Additionally, all work shall comply with all applicable codes, regulations, specifications, and guidelines governing this work. All project deliverables will be provided in an appropriate electronic format (text, spreadsheets, photos, etc.) in addition to searchable PDF files.

Task 1: Project Management

The Consultant shall prepare for and facilitate a kickoff meeting with City staff to refine project goals and requirements, expectations, deliverables, work plan, and schedule. Regularly scheduled check-in meetings (e.g., monthly, if needed) will be facilitated by the Consultant to provide updates to the City on key project milestones. Additionally, the Proposer will manage subconsultants and vendors.

Task 2: Gateway Counts

The Consultant shall collect daily multi-modal roadway and shared-use path counts at the North Bayshore gateways for both inbound and outbound directions, including Santiago Villa and Shoreline at Mountain View. The daily count data will be collected over a period of two weeks every fall and spring from fall 2026 to spring 2029. Typically, fall counts occur in October and spring counts in February. The monitoring report will show the average counts during the morning peak period (7:00 a.m. to 11:00 a.m.) and evening peak period (3:00 p.m. to 7:30 p.m.) for a typical midweekday (Tuesday through Thursday) and a typical weekday (Monday through Friday), with counts to be collected at the 10 specific locations below to determine mode share for North Bayshore District.

Gateway	Street	Segment or Location	Count Type
San Antonio Road	San Antonion Road	Bayshore Parkway to Casey Avenue	Street
	Bayshore Parkway	San Antonio Road to Garcia Avenue	Street
Rengstorff Avenue	Rengstorff Avenue	U.S. 101 northbound ramps to Garcia Avenue/Charleston Road	Street
Shoreline Boulevard	Shoreline Boulevard	U.S. 101 northbound ramp/ La Avenida and Pear Avenue	Street
	La Avenida	Shoreline Boulevard to Inigo Way	Street
Trails	Permanente Creek Trail	Old Middlefield Way to Charleston Road	Trail
	Stevens Creek Trail	Moffett Boulevard to La Avenida	Trail
	Shoreline Boulevard	North of North Road	Street
Internal	Space Park Way	Entrance to Santiago Villa	Street
	Armand Avenue	Entrance to Santiago Villa	Street

Task 3: Gateway Vehicle Classification Observations

For one day at each of the identified locations above, the Consultant shall collect vehicle classification counts for the inbound direction during the morning peak period and outbound direction during the evening peak period. The vehicle classification data will be collected in both fall and spring from fall 2026 through spring 2029 and will include:

- Single-occupant vehicles;
- Carpool vehicles by vehicle occupancy;
- Transportation network company vehicles (e.g., Uber, Scoop, Lyft) by vehicle occupancy;
- Autonomous Vehicles (e.g., Waymo in operation and others in testing phase)
- Trucks;
- Transit vehicles;
- Bicyclists;
- Scooters and other micromobility devices; and
- Pedestrians.

Task 4: Bus Occupancy Observations

The Consultant shall collect bus occupancy counts of employer commuter shuttles, Transportation Management Association (TMA) shuttles, and Valley Transportation Authority (VTA) buses at 17 bus stop locations during the morning and evening peak periods. This data will be used to determine the number of persons entering and exiting North Bayshore on buses during the morning inbound and evening outbound directions. The bus occupancy observation data will be collected within the two-week monitoring period in each fall and spring from fall 2026 to spring 2029.

Task 5: Summary of Existing Travel Patterns

The Consultant shall analyze vehicle traffic counts and vehicle classification data in a memo (fall) and final report (spring) format with tables and figures. The fall memo will analyze the observed data in comparison with the previous monitoring period (spring 2026), whereas the final spring report will compare the fall and spring data sets (2026-27, 2027-28, and 2028-29). The findings shall include the number of vehicle trips and mode share for each

North Bayshore gateway during the morning inbound peak period (7:00 a.m. to 11:00 a.m.) and the evening outbound peak period (3:00 p.m. to 7:30 p.m.).

Visuals presented in the memo and final report will supplement the narrative, characterizing the vehicle travel patterns by time of day and mode-share vehicle usage for the morning and evening peak periods. The fall memo and spring final report will measure the observed vehicle volumes against the District trip cap and compare the mode-share and count observations to historical data to understand post-COVID travel patterns throughout the District. Staff shall provide historical data as needed. To analyze compliance with the Precise Plan's 45% mode-share goal, the mode-share data will be summarized for the inbound direction during the morning peak period and outbound direction during the evening peak period. The draft fall and spring report will be submitted to City staff for review and comment. As a supplement, a spreadsheet with the gateway volumes will be submitted to City staff for the City's use.

Optional Task 6: Public Hearings

The Consultant shall be available to attend four public meetings as part of this effort.

Optional Task 7: Summary of Traffic Trends Prepandemic

The spring report will include the charts and description of traffic trends prepandemic (fall 2019/spring 2020). The historic trend will be reported for morning peak hour and peak period for inbound traffic and evening peak hour and peak period for outbound traffic as line charts for traffic volume and area charts for mode share. This task is intended to report insights into how traffic trends have progressed over time since the pandemic-related disruptions in 2019.

Optional Task 8: Gateway Operational Analysis

Under this task, the Consultant will collect observations of vehicle queues at the Shoreline Boulevard and Rengstorff Boulevard gateways at predetermined locations during the morning and evening peak periods for the spring monitoring period. Queue lengths, start time of queue formation/dissipation, and the maximum queue length will be reported to help understand when the demand exceeds capacity at the observed locations and the extent of the vehicle queue formed by unserved vehicles.

Optional Task 9: Impact of Residential Development

Assess mode share, trip generation, and trip distribution patterns from residential projects in North Bayshore during the a.m. peak period (outbound) and p.m. peak period (inbound).

III. RFP PROCESS

A. INVITATION TO RESPOND

The City of Mountain View invites qualified Proposers to provide proposals for North Bayshore Semiannual Traffic Counts. 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: North Bayshore Semiannual Traffic Counts 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	February 13, 2026
2. Last date for submission of written questions (5:00 p.m.)	February 24, 2026
3. Issue addendum/response to written questions	March 3, 2026
4. Proposal submission deadline (3:00 p.m.)	March 6, 2026
5. Evaluation of proposals	Week of March 9, 2026
6. Potential interviews with Proposers	Week of March 23, 2026
7. Contract award date	May 2026

E. PREPROPOSAL CONFERENCE

A preproposal conference will NOT be held.

F. CLARIFICATIONS

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

G. SUBMISSION OF PROPOSALS

1. Proposals shall be:
 - a. Submitted in the format set forth herein;
 - b. Submitted as one (1) package consisting of two (2) parts: Part I—Narrative Proposal; and Part II—Fee Proposal. Part II—Fee Proposal shall be submitted in a sealed envelope or digital files separately from Part I and labeled as "Part II—Fee Proposal";
 - c. Made in the official name of the firm or individual under which the vendor's business is conducted (including the official business address);
 - d. Cover Page 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;
 - f. Submitted in an electronic format with the Proposer's name on each file of maximum length one hundred fifty (150) pages front and back, excluding Cover Page (Attachment A), References (Attachment B), Exceptions (Section 8 on Page 9), curriculum vitae, legal conflict of interest, and insurance information, accepted electronically via PlanetBids OR via email to Ben Pacho at ben.pacho@mountainview.gov, and attachments shall be provided in the same manner;
 - g. Submitted electronically, via mail, or at the Public Works Department at Mountain View City Hall, located on the first floor at 500 Castro Street, Mountain View, California, 94041; and
 - g. Submitted after reviewing the sample Consultant Agreement (Attachment C). This is the City's standard consultant contract, and no amendments to such will be allowed. Submission of a proposal will be considered an acceptance of such contract by the Proposer.
2. Proposal Format: The proposal shall, at a minimum, cover the following items. Proposal sections should be labeled to match the numbers below:

Part I—Narrative Proposal

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

- Project schedule (subject to adjustment by mutual consent of the Consultant and City); and
 - Deliverables associated with each task.
- c. Section 3—Firm Profile: Provide information on the firm’s size, local organizational structure, financial stability, firm capacity, and resources. Include similar information for all subconsultants participating in the proposal.
- d. Section 4—Firm Qualifications, including brief description of similar projects in the region 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.
- 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—Proposal Costs, on form provided, Attachment B. 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: Provide the name, title, email, and contact number for a minimum of three (3) references from projects of similar scope, preferably from public agencies on form provided, Attachment C.

- 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 D.
- j. Section 10—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.

Part II—Fee Proposal

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

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

H. CLOSING DATE

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

I. LATE SUBMISSIONS

If mailing proposals, please allow sufficient mail delivery time to ensure timely receipt by the issuing office. Delivery of the 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.

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

U. 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 from July 1, 2026 to June 30, 2029 with an option to extend for an additional two (2) year fixed term at the discretion of the City.
- 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 D. **Please review the**

attached standard City contract for additional requirements, including Section 9, Business License, and Section 10, Insurance.

V. ATTACHMENTS

Attachment A—Proposal Cover Page

Attachment B—Proposal Price Form

Attachment C—References

Attachment D—City Sample Contract

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.: _____

Email: _____

** **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—PROPOSAL PRICE FORM

ITEM NO.	DESCRIPTION	FEES
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.	Other: _____ _____	

Escalation Factor:

Total Not to Exceed— ___-Year Term: \$ _____

Additional Optional— ___-Year Term(s): \$ _____

Pricing based on the following:

- Fixed fee for proposed Scope of Services.
- Any additional related expenses included.
- Escalation rates for subsequent term of agreement, if any.
- A total not-to-exceed cost.

ATTACHMENT C—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 D—CITY SAMPLE CONTRACT

**AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW
AND _____ FOR
_____ SERVICES**

This AGREEMENT is dated for identification this ____ day of _____ 20__, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "CITY"), and _____, a _____, whose address is _____ (hereinafter "CONSULTANT"), (CITY and CONSULTANT hereinafter collectively "Parties" or individually "Party").

RECITALS

- A. WHEREAS, CITY desires to retain the services of CONSULTANT to provide services related to North Bayshore Semiannual Traffic Counts, Project 26-24; and
- B. WHEREAS, CONSULTANT is a qualified professional capable of providing the certain professional services which CITY seeks.

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

10. **Insurance.**

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

b. **Automobile Liability Insurance.** CONSULTANT shall obtain and maintain Automobile Liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence.

c. **Professional Liability Insurance.** CONSULTANT shall obtain and maintain Professional Liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per claim. Professional Liability insurance must be maintained, and evidence of insurance shall be provided to CITY for at least three (3) years after completion of work under this Agreement.

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

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

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

g. **Other Insurance Provisions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To CONSULTANT: _____

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

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

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

IN WITNESS WHEREOF, this Agreement, dated _____ for identification, between the City of Mountain View and _____ for services related to North Bayshore Semiannual Traffic Counts, Project 26-24, is executed by CITY and CONSULTANT.

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

“CONSULTANT”:
_____,
a _____

By: _____
City Manager

By: _____

Print Name: _____

Attest: _____
City Clerk

Title: _____

APPROVED AS TO CONTENT:

Taxpayer I.D. Number

Public Works Director

FINANCIAL APPROVAL:

Finance and Administrative
Services Director

APPROVED AS TO FORM:

City Attorney