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August 4, 2009

REQUEST FOR PROPOSALS FOR LANDSCAPE ARCHITECTURAL SERVICES FOR MARIPOSA/WEST DANA PARK, PROJECT 09-44 AND DEL MEDIO PARK, PROJECT 10-41

The City of Mountain View invites experienced and qualified landscape architectural firms to submit proposals to provide design and construction support services under one professional services contract for two new neighborhood parks.

One park will be located on an approximately 0.60-acre City-owned parcel in a residential neighborhood on Mariposa Avenue, between California Avenue and Villa Street. This parcel also has access from the terminus of West Dana Street. The second park will be located on an approximately 0.38-acre City-owned parcel in a residential neighborhood on Del Medio Avenue, between California Avenue and Miller Avenue. The City will select a firm with a range of strengths and experience capable of addressing the varied services required for successful completion of this project.

If your firm is interested in providing these services, please provide the City with a written proposal of your firm's qualifications. Instructions concerning the necessary format and contents of the proposal are described in the Request for Proposal (RFP) listed on the City's web site under the Public Works Department category. Proposals will be received until, but no later than, 4:30 p.m., August 26, 2009, at the Public Works Department counter, City Hall, 500 Castro Street, Mountain View, California.

If you have any questions concerning the RFP, please call me at (650) 903-6311.

ROBERT KAGIYAMA, P.E., PRINCIPAL CIVIL ENGINEER

RK/7/PWK
909-08-03-09L-E^

cc: PWD, CSD, APWD—Fuller, POSM, PCE—Kagiya, f/c

CITY OF MOUNTAIN VIEW
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

REQUEST FOR PROPOSALS
LANDSCAPE ARCHITECTURAL SERVICES FOR
MARIPOSA / W. DANA PARK, PROJECT 09-44
DEL MEDIO PARK, PROJECT 10-41

July 30, 2009

CITY OF MOUNTAIN VIEW

REQUEST FOR PROPOSALS

LANDSCAPE ARCHITECTURAL SERVICES FOR

MARIPOSA / W. DANA PARK, PROJECT 09-44

DEL MEDIO PARK, PROJECT 10-41

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ATTACHMENT B – Project Location Map (Del Medio Site Park)

ATTACHMENT C – listing of City Parks

ATTACHMENT D – Standard Design Professional Services Agreement

I. INTRODUCTION

The City of Mountain View (City) seeks an experienced and qualified landscape architectural firm to provide design and construction support services under one professional services contract for two new neighborhood parks. One park will be located on an approximately 0.60 acre City-owned parcel in a residential neighborhood on Mariposa Avenue between California Avenue and Villa Street. This parcel also has access from the terminus of West Dana Street. The second park will be located on an approximately 0.38 acre City-owned parcel in a residential neighborhood on Del Medio Avenue between California Avenue and Miller Avenue. The City will select a firm with a range of strengths and experience capable of addressing the varied services required for successful completion of this project.

Cost for preparation of proposals will be the sole responsibility of the landscape architect and will not be paid for by the City. The method of selection will be in accordance with City policy using qualifications-based ranking.

Please contact Robert Kagiya, Principal Civil Engineer at Robert.kagiya@mountainview.gov or (650) 903-6311 for questions regarding this project.

II. PROJECT DESCRIPTION AND OBJECTIVES

The project involves design and construction of two new neighborhood parks on City-owned parcels, each situated in a residential neighborhood. The Mariposa/W. Dana park site is located in the Central Area of the City on the west side of Shoreline Boulevard, and the Del Medio park site is located in the San Antonio/Rengstorff area of the City on the west side of San Antonio Road. These areas are identified as deficient in open space in the City's 2008 Park and Open Space Plan. Attachments A and B are maps of each location.

The Mariposa/W. Dana Park site is rectangular in shape, approximately 130' wide by 200' deep and is surrounded by single family homes. The site has two street accesses. The main frontage is on Mariposa Avenue. At the back of the site is a 30' wide street frontage off West Dana Street which terminates at the site. The area of park improvement is approximately 26,400 square feet. The site contains several mature trees. The site contains multiple residential buildings that will be demolished in 2010 under a separate contract.

The Del Medio Park site fronts on Del Medio Avenue, is approximately 128 feet wide with an average depth of approximately 125' and is surrounded by residential homes on three sides. The area of park improvements is approximately 16,500 square feet. The site contains multiple residential buildings that will be demolished by the end of 2009 under a separate contract.

The main project objective is to develop a neighborhood park at each of the two sites that may include a children's play area with a pleasant, landscaped open space. The design must address the presence of adjacent residents and reflect the needs of the neighborhood. Some of the principal design elements may include:

- Selection and design of play apparatus for children ages 2 to 5 and 5 to 12.
- Selection and design of turf, trees and plantings.
- Selection and design of pathways and other surfacing materials.
- Amenities such as benches, drinking fountain, bike rack and sitting areas.
- Preservation of existing significant trees.
- Treatment of interface between park and adjacent residential homes.
- Access considerations.
- Possible lighting.
- Utilities.
- Fencing and screening.
- Signage.
- Maintenance considerations.

The specific elements will be developed in greater detail in the conceptual design phase and through meetings with City staff, public meetings with the community and public hearings before the City's Parks and Recreation Commission.

III. CERTIFICATION

The landscape architect shall be experienced in designing children's play areas in accordance with safety and accessibility guidelines and have the following certifications: National Recreation and Park Association, National Playground Safety Institute and Certified National Playground Inspector. Provide proof of certification with the proposal.

IV. SUBCONSULTANTS

The City is interested in the qualifications of any subconsultants that the landscape architect may choose to hire for assistance on this project. The City is

committed to having an excellent design team that can produce high-quality design work and comprehensive, completely detailed and coordinated plans and specifications that will help ensure success during the construction phase. The landscape architect shall be the lead consultant on this project and shall contract independently with any additional subconsultants as needed. The City's expectation is that the landscape architect would subcontract with a civil engineer, who will perform engineering design and sign the plans containing these engineering elements.

V. ENVIRONMENTAL CLEARANCE

The City will carry-out environmental clearance for this project in accordance with the California Environmental Quality Act (CEQA). The landscape architect is expected to provide supporting information about the project as needed for incorporation into CEQA documents. The landscape architect shall incorporate mitigation measures for the project in the construction documents.

VI. SCOPE OF SERVICES AND RESPONSIBILITIES

A. BASIC SERVICES

Basic Services consist of assisting the City in formulating and executing a design and accompanying construction documents to achieve the successful construction of two neighborhood parks – Mariposa/W. Dana Park, Project 09-44 and Del Medio Park, Project 10-41. Also included in Basic Services are inspection and construction support activities during the construction phase of the project.

Wherever the term “City” appears herein, it shall mean the permanent staff of the City of Mountain View or its designated representative. Although the City anticipates successful completion of all phases of work, it reserves the right to terminate the work at any time. The landscape architect's work product from each of the phases set forth below shall be considered the property of the City to do with as it wishes.

Final construction documents shall be submitted to the City in electronic digital format (PDF and AutoCAD) and in printed reproducible sets, inked on 24" x 36" 4-mil polyester film or other approved permanent materials. Drawings shall be prepared in AutoCAD, Release 14, along with any customized fonts or shape files. Specifications shall be prepared on

Microsoft Word 2003. Consultant shall also furnish the design drawings and specifications on compact disks to the City.

Basic services described herein are the minimum necessary to meet the City's objectives. The consultant is expected to expand on this scope in the proposal if necessary, incorporating their expertise and proposed method of approach.

PHASE I. PRELIMINARY INVESTIGATION

For each park site, the landscape architect shall:

- Meet with City staff and neighborhood organization representatives to review its understanding of project requirements.
- Assemble and review existing plans, surveys, utilities connections and other information available for the project site.
- Visit the site to investigate existing conditions to identify opportunities, constraints and verify the presence of existing utilities and points of connection.
- Meet with City staff to obtain additional information and input from various City departments.
- Contact and coordinate with public and private utilities and the Public Works Department.
- Perform topographic survey work, as required to produce complete and accurate base sheets for construction document purposes.
- Perform utility location and depth verification, as required; City will locate City-owned utilities upon request.
- Perform soils testing, as required to ascertain the soil's suitability for the types of planting proposed and whether soil amendments are needed.
- Prepare a project schedule and update at each submittal.

PHASE II. CONCEPTUAL DESIGN

For each new park, the landscape architect shall:

- Prepare three (3) alternative conceptual plans for development of the park along with preliminary cost estimates for each design concept. Each presented design concept shall be within the construction budget based on current construction prices. Plans shall be prepared to City standards on 24" x 36" sheets and shall be accompanied by reduced-scale color copies of 8-1/2" x 11" size suitable for inclusion in reports to commissions, committees and the City Council. Plans shall also be submitted electronically in PDF format.
- Review plans and estimates with City staff and incorporate requested revisions.
- Prepare and if requested, present plans and estimates at up to two (2) neighborhood meetings and to the Parks and Recreation Commission. Incorporate requested revisions.
- Prepare and if requested, present the plans and estimate to the City Council.

PHASE III. SCHEMATIC DESIGN

Based on the approved conceptual plans for each new park, the landscape architect shall:

- Prepare and submit for City's review and approval 35% complete schematic design documents (six (6) copies) based upon the City's program and project budget. The 35% submittal shall consist of plans, outline specifications based on City standards, a general narrative description of basic materials and project elements, and any other documents to illustrate the scale and relationship of project components.
- Prepare all plans to City standards. Plans shall be on 24" x 36" sheets accompanied by reduced-scale copies at 8-1/2" x 11' size suitable for inclusion in reports. Plans shall also be submitted electronically in PDF format.
- Prepare all specifications to City standards. The general provisions may be common to both parks. However, there shall be separate special provisions and technical specifications sections for each park.

- Prepare and submit a statement of estimated construction cost based on the 35% submittal and available data, including design and construction contingencies. The submitted design shall be within the project budget based on current construction prices.
- Prepare and submit an updated project schedule and update at each submittal.
- Address outside agency requirements, including permitting requirements of PG&E and prepare necessary documents for obtaining any required permits.
- Meet with City staff to review for incorporation into the project landscape buffers, CEQA required mitigations, and other environmental concerns.
- Meet with City staff to review all major proposed materials, surfaces, design elements and treatments.
- Review plans as necessary to reflect City, commission and public input.
- Ensure that the concept plan elements can be constructed within the construction budget based on current construction prices.
- Invoice each park billing separately with project name and number listed on the top of the invoice.

PHASE IV. DESIGN DEVELOPMENT

Based on the approved schematic design and plans for each new park, the landscape architect shall:

- Proceed with design development by refining and further defining the style, type, color and finish amenities, surface materials, pavement types and finishes, layout and alignment, site preparation and grading, drainage, landscaping, irrigation, equipment details, lighting, utilities, Title 24 and Americans with Disabilities Act (ADA) requirements, public safety, security concerns, noise concerns, CEQA mitigation requirements and other elements of the design.
- Provide City with documentation as required for permit applications and agreements for the project. City will assist as needed to obtain all necessary permits.

- Prepare and submit (six copies) of the 65% complete plans, specifications and supporting information, including, but not limited to:
 1. Plans.
 2. Draft special provisions and technical specifications
 3. Schedule of quantities.
 4. Engineering calculations for engineering structures.
 5. Details.
 6. Catalog cuts.
 7. Product literature.
 8. Written narrative describing all components, materials, finishes, colors, landscaping, custom features, if any and related elements.
 9. PDF files of plans and specifications
- Submit a base project consistent with the conceptual plan and objectives, as refined within the project budget and a list of proposed bid alternatives to be added to the project should bid prices be favorable.
- Prepare updated cost estimate and project schedule. If the cost estimate prepared at this point exceeds the preliminary construction budget approved at the end of the Schematic Design Phase, the landscape architect shall explain the increase, submit a list of proposed modifications and delete alternatives to bring the cost within budget, and work with City staff to reduce the scope of improvements necessary to bring the estimate within budget. However, it is expected that the landscape architect has been tracking cost up to this phase of design effort and will not have to rely on substantial deletions to stay within budget.
- Meet with City staff to review City comments and revise plans as appropriate to incorporate City and agency comments.
- Prior to the Parks and Recreation Commission public meeting, prepare high-quality presentation drawings of layout and major elements and features which are suitable for use at Commission and Council meetings. Presentation drawings shall be in color, show samples of materials to be used, be in an easy-to-see and clear format, and be mounted on rigid board. They shall include a materials board and details of all major elements.

- Prepare and if requested present the revised plan and estimate as well as bid alternatives to the Parks and Recreation Commission at a public meeting for community input.
- Revise plans as necessary to reflect City, commission and public input.
- Ensure that the concept plan elements can be constructed within the construction budget based on current construction prices.
- Invoice each park billing separately with project name and number listed on the top of the invoice.

PHASE V. CONSTRUCTION DOCUMENTS

- This phase requires two submittals consisting of 95% complete plans and specifications and final 100% complete plans and specifications. Each of the submittals shall include six copies of each document and an electronic submittal in PDF format. The 100 percent set shall include two wet-signed copies each of the construction plans and specifications, signed original reproducible sheets (ink on polyester based film) of the construction plans, a high-quality original set of specifications suitable for copy machine reproduction and a diskette copy of the specifications in Microsoft Word 2003.
- Consultant shall thoroughly review the plans and specifications to ensure consistency, completeness and that all section and references in the drawings and specifications are full coordinated.

For each new park, the landscape architect shall:

- Prepare a submit 95 percent complete construction drawings and specifications. This submittal is to include biddable, completely detailed and comprehensively specific information sufficient for construction and for the achievement of a high-quality project. The bid package shall include bid alternatives which may be added to or deleted from the project depending upon bid prices.
- Submit an updated prebid estimate of construction cost that is within the project's construction budget. If the estimate exceeds the budget, the landscape architect shall modify the proposed improvements as necessary to bring the cost within budget and/or revise the construction documents to allow for bidding desired improvements as bid alternatives.

- Submit an estimate of the number of working days required for construction.
- Meet with City staff to review City comments, then revise construction documents as appropriate to incorporate City comments.
- Submit 100% complete bid documents which incorporate final revisions to the plans and specifications as directed by City staff. The construction documents must be signed by a person licensed to practice landscape architect in the State of California who will assume responsibility for the design. Likewise, any engineering sections of the plans and specifications must be signed as required by a person licensed to practice engineering in the State of California who will assume responsibility for the design.
- Invoice each park billing separately with project name and number listed on the top of the invoice.

PHASE VI. BIDDING

The landscape architect shall:

- Provide the City a list of contractors who are well-qualified to do the work.
- Assist the City as required in responding to bidder's inquiries and request for clarifications.
- Assist the City if necessary in issuing clarifications and/or addenda to the construction documents.
- Assist the City if necessary in reviewing bids and advise regarding award of the construction contract.

PHASE VII. CONSTRUCTION

The landscape architect shall:

- Review and approve shop drawings and submittals in a timely manner.

- Visit the project sites as frequently as appropriate to the construction schedule to review progress and quality of the work and determine its compliance with construction documents and design intent.
- Review plant materials.
- Prepare design clarifications or modifications if necessary.
- Assist the City in evaluating any necessary contract change orders.
- Assist the City in preparing punch lists.
- Conduct preliminary and final inspections to determine the dates of substantial completion and final completion of construction.
- Produce as-built plans for the project on City-supplied base sheets and in electronic format. City shall supply information regarding changes made to the project during construction which are to be shown on the as-built plans. The landscape architect shall utilize the originally signed and stamped drawing set to develop the as-built drawing set. If the landscape architect chooses to electronically create the as-built set, the as-built drawing set shall be on Mylar, contain the same stamp and signature of the landscape architect from the bid of conform set, and have an acceptable as-built stamp.
- Invoice each park billing separately with project name and number listed on the top of the invoice.

B. ADDITIONAL SERVICES

The following services are not covered by Basic Services. The landscape architect will provide these services only when authorized by the City in writing. As Additional Services, the City may request that the landscape architect:

- Provide financial feasibility studies, environmental studies or other studies not covered under Basic Services.
- Provide models, videos or other presentation tools beyond those required under Basic Services.
- Provide graphics and/or copy of interpretive signage.

- Attend additional meetings with outside agencies or City staff beyond the number required under Basic Services.
- Make revisions to plans, schedules, specifications or other documents for bidding and constructing the project due to the enactment or revisions of codes, laws or other regulations adopted subsequent to the preparation of each documents or when such revisions are inconsistent with written approvals or written instructions previously given by City. Revisions to bring the project within budget are not considered additional services.
- Provide for the services of professional consultants (other than the landscape architect's design team) as the City's request for assistance which does not fall within the scope of Basic Services.

C. REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the compensation for Basic and Additional Services and shall be actual expenditures made by landscape architect in the interest of the project.

- Transportation expenses.
- Excess reproduction expenses in making reproductions of plans, specifications and other documents furnished at the end of each phase which are requested by City in excess of those required under Basic Services.
- Additional insurance expense incurred by adding coverage or raising limits, including professional liability insurance specifically requested by City in writing in excess of that set forth in Section XVII – INSURANCE REQUIREMENTS.

VII. CITY RESPONSIBILITIES

To aid the design and construction of the project, the City shall:

- Designate a project manager and construction inspector for the project.
- Provide such information regarding utilities, site features and existing construction as is available from City records.

- Be responsible for both determining amounts owing and for issuing payments to construction contractor.
- Expedite reviews of submittals by the landscape architect to avoid delays.
- Prepare and execute the contract with the construction contractor selected pursuant to the bid process.
- Prepare and issue change orders.
- Prepare and process any environmental documents in connection with the project.
- Furnish samples of proposal forms, general provisions and special provisions for the landscape architect to use, revise and customize for incorporating into the project specifications and construction documents.
- Prepare staff reports to City Council and Parks and Recreation Commission.

VIII. AVAILABLE BACKGROUND MATERIAL

The following is a list of some background material available to assist in the design of the project parks.

- City-wide aerial photos.
- Photos of existing mini parks (Mercy-Bush, Devonshire, Sierra Vista, and others) in Mountain View
- Parks and Open Space Plan - 2008
www.ci.mtnview.ca.us/city_hall/comm_services/default.asp
- Site map of citywide parks
- City of Mountain View Standard Design Criteria.
- City of Mountain View Standard Provisions.
- Santa Clara County Assessor's Parcel Map

- Utility maps of City-owned utilities (water, sewer, storm drain, street lighting).
- Plans and specifications of similar park construction projects
- Bid summaries of previously constructed mini parks
- Historical Council and Parks & Recreation Commission reports of previously designed and constructed parks

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

IX. PRELIMINARY PROJECT SCHEDULE

Proposals Due to the City	August 26, 2009
Landscape Architect Interview	September 10, 2009
Negotiate with top ranked firm	September 14, 2009
Award Design Contract	October 13, 2009
Neighborhood conceptual direction meeting	November 2009
Conceptual Design Submittal	December 2009
Conduct Public Meetings/Refine Concept Plan	January 2010
PRC public meeting on concept approval of Park I	March 2010
PRC public meeting on concept approval of Park II	April 2010
Council Approval of Conceptual Design	May 2010
Schematic Design Submittal	June 2010
Design Development Submittal	July 2010
100 percent Bid Documents Submittal	September 2010
Approve Plans and Specifications and Authorize Bidding	September 2010
Advertise and Open Bids	October 2010
Award Construction Contract	November 2010
Construction	January to May 2011

X. PROJECT BUDGET

Design work for the two new parks has been funded by the City. The total project budget, including design, construction, City staff time, City administration, construction inspection and testing, is:

- \$1,300,000 for the Mariposa/W. Dana Park and
- \$1,100,000 for the Del Medio Park.

XI. SUBMISSION OF PROPOSALS

Proposals shall be submitted in sealed envelopes which shall be plainly marked:

**PROPOSAL FOR LANDSCAPE ARCHITETURAL SERVICES FOR
MARIPOSA / W. DANA PARK, PROJECT 09-44 AND
DEL MEDIO PARK, PROJECT 10-41**

The envelopes shall also bear the names and business addresses of the proposers.

Proposals will be accepted at the Public Works Department counter, City Hall, 500 Castro Street, First Floor, Mountain View, California; or if mailed, the proposal packages shall be addressed to: City of Mountain View, Public Works Department, P. O. Box 7540, Mountain View, California 94039-7540, Attention: Robert Kagiya, Project Manager.

The deadline for submitting the proposals is 4:30 pm August 26, 2009. Any proposals received after this time will be returned unopened.

Each prospective landscape architect is encouraged to visit the project sites prior to developing a proposal. Any questions regarding the project or arrangements for site visits may be directed to Robert Kagiya, Public Works Department at (650) 903-6311.

The City of Mountain View reserves the right to reject any or all proposals and to wave any and all irregularities to choose the firm which, in its opinion, best serves its interests. The City will not be liable for any costs incurred by the proposers incidental to the preparation and presentation of qualifications either in the proposal or in oral interviews.

XII. PROPOSAL FORMAT

The proposal is to consist of two parts submitted as a single package.

Part One shall describe the consultant's proposed project team; its understanding of the project, approach to accomplishing the design and related services, past experience, and any past litigations brought against the firm. This part of the proposal shall be limited to twenty (20) pages, single sided, excluding table of contents, cover letter, and biographies of the project team, insurance certificates, and any promotional brochures. Five (5) copies of Part One shall be submitted.

Part Two shall be a fee schedule, which will not be part of the selection criteria. Two copies of Part Two shall be submitted.

A. Part One

In Part One, the proposal should address, as a minimum, the following:

- a. Full name, address, telephone, and FAX number of the respondent company. Include affiliations with holding companies and/or parent companies.
- b. Explain the firm's current organizational structure, general background and qualifications and describe any special knowledge or capabilities material to the project that exists within the firm.
- c. Name and title of lead contact person.
- d. Outline the proposed approach to the scope of services, including organizing and scheduling of tasks to be performed; capacity to keep the project on schedule and within budget; approaches to working with City staff, citizen groups and policy-making bodies and agencies; and other relevant factors necessary for a successful project.
- e. Identify the principal staff who will be assigned to this project. Give a description of their responsibilities and the percentage of each staff member's time that can be expected to be spent on this project. Identify support staff and any other special equipment, etc., available for this project.
- f. Provide a work history of the key personnel, including descriptions of projects worked upon, dates, costs of the projects and duties performed by the individual on the projects (maximum two pages).
- g. Discuss the specific recent experience of the firm in providing landscape architectural services for similar project (neighborhood parks, playground-related, passive recreation, drought-sensitive/water wise landscaping, ADA compliance, etc). List locations; descriptions; size; construction costs – inclusive of both bid/contract prices and final construction costs; and names, addresses and telephone numbers of owner/client references, including project managers, facilities managers and others. Identify all projects completed in Mountain View and their dates.
- h. Describe the ability of the firm to perform services within the project time frame, including the ability to coordinate work of subconsultants

and responsiveness to City's requests and scheduling needs of the construction contractor.

- i. Include a declaration of non-affiliation, under penalty of perjury, certifying that the Consultant is not affiliated with, nor has any financial interest in, any manufacturer, distributor, supplier or other company connected with Consultant's recommendation and/or installation of any products or services as required by the City.
- j. Submit the names of subconsultants to be used on the project and describe how each subconsultant will be used. Provide a list of their similar past projects with location and brief description of these projects. Identify principal staff assigned to this project from each subconsultant firm and their responsibilities on this project (including resumes – maximum two pages).
- k. As applicable, submit a list of lawsuits filed within the past two years against the firm, subconsultants or its principals alleging misconduct and/or negligence. Also, as applicable, submit a list of claims within the past two years against the firm and its subconsultants' professional liability insurance policy (errors and omissions), if any. Accompanying each list shall be a declaration by a principal of the firms 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.
- l. As applicable, submit a list of all projects (completed within the past two years or currently under construction or design) located within the City of Mountain View. Accompanying such a list shall be a declaration by a principal of the firm indicating knowledge of and careful review of the subject matter and asserting freedom from conflicts of interest which might arise from relationship with parties that are involved in disputes with the City of Mountain View.
- m. Indicate the location of the office(s) where work will be carried out, not including the job site.
- n. Submit evidence of the existence of insurance required as set forth in the attached City approved professional services agreement.

B. Part Two

The fee proposal must be contained separately in a sealed envelope within the proposal package, and clearly marked:

**FEE PROPOSAL
LANDSCAPE ARCHITETURAL SERVICES FOR
MARIPOSA / W. DANA PARK, PROJECT 09-44 AND
DEL MEDIO PARK, PROJECT 10-41**

The elements of the fee proposal shall contain separate breakdown for each park (each park has a separate design budget) and include the following:

- a. An hourly rate schedule, valid for twelve (12) months following the contract execution date, for each firm personnel who will be working on the project.
- b. A time and material not-to-exceed fee (lump sum) for Basic Services for each phase of the project. Each such fee shall be composed of two components; basic design services and client meeting services. This includes 14 meetings with staff and 7 meetings with the public and City Council/City Commissions. For fee proposal purposes, assume that all meetings will be held in the vicinity of Mountain View and will last an average of two hours each with City staff.
- c. An itemization of the expected level of services to be provided by each subconsultant, including hours of work broken down by phase and corresponding fees.
- d. An estimated fee for customary reimbursable expenses by each of the phases, including reproduction of plans for bidding and mileage which would not be considered as professional services.
- e. A suggested allowance for Additional Services with a list of possible services not covered in Basic Services. These additional services will be reviewed on a case-by-case basis by the City. If accepted, written authorization will be issued and the Additional Services will be compensated for on an hourly basis.
- f. An hourly rate schedule valid during the term of the agreement for each additional City staff and public meeting.
- g. Fee proposal for landscape architectural services shall be prepared and submitted on separate sheets of company letterhead paper.

XIII. SELECTION PROCESS

A selection committee for the project will evaluate the proposals submitted and rank each firm's proposal according to the selection criteria listed herein. Based upon this evaluation, the City may choose to invite two or more firms for an oral interview to clarify their proposals, approaches, experience and qualifications to handle this project. At the conclusion of such interviews (or if a best-qualified firm is selected without the need for interviews), the City will enter into contract negotiations with the top-ranked firm. In the event that negotiations with the top-ranked firm are unsuccessful, the City will terminate these negotiations and undertake new negotiations with the second-ranked firm. If the new negotiations fail, the process will be repeated until a contract is negotiated successfully. City staff will make recommendations to the City Council, which reserves the right to reject any or all proposals. The selection process will be completed when a contract is executed.

The City reserves the right to accept or reject any or all proposals. After a consultant is selected by the City, the contents of the submitted proposal will become a contractual obligation. Failure of the consultant to agree to include the proposal as part of the contractual agreement may result in cancellation of the award. The City reserves the right to negotiate a modification to or accept any part of the proposal and will not be obligated in any way to accept those parts that do not meet with the approval of the City. Other terms and conditions of the contract will be negotiated at the time of consultant selection and will be subject to approval by the City Attorney.

XIV. SELECTION CRITERIA

Some of the main criteria for selection of a landscape architectural firm for this project are listed below, not necessarily in order of importance.

1. Range of experience in performing similar work, including publicly bid neighborhood parks.
2. Demonstrated success on previous projects, especially projects of similar scope, including quality of work, completeness of plans and specifications, success in meeting project deadlines and budgets, and in controlling cost, change orders, claims and the likes.
3. Understanding of the project assignment and proposed work program for carrying out the assignment.

4. Qualifications of key staff persons who will carry out the project.
5. Experience in handling public agency clients, including the ability to meet City goals and responsively implement City directions within the framework of the City design and construction process.
6. Ability to meet City's preliminary schedule for completing the project, including commitment to expedite approvals and revisions and otherwise respond to City requests.
7. Degree of support necessary from City staff over and above City project coordination.
8. Scope of services available from the proposing firm.
9. Experience and quality of subconsultants.
10. Special knowledge of project material and its execution.
11. Location and organization of the firm.
12. Ability to meet the City's insurance requirements.
13. Reference recommendations.

XV. WARRANTY

The consultant shall warranty the adequacy, fitness, completeness, suitability, and correctness of its work. The approval of the work by the City shall in no manner whatsoever relieve the consultant of the adequacy, fitness, completeness, suitability, and correctness of its work.

XVI. DECLARATION OF NON-AFFILIATION

Include a declaration of non-affiliation, under penalty of perjury, certifying that the consultant is not affiliated with, nor has any financial interest in, any manufacturer, distributor, supplier or other company connected with consultant's recommendation and/or installation of any products or services as required by the City.

XVII. INSURANCE REQUIREMENTS

Consultant shall provide insurance as set forth in the attached City approved Design Professional Services Agreement.

XVIII. HOLD HARMLESS

Consultant shall defend, indemnify and hold City, its officers, employees and agents harmless from any liability for damage or claims of same, including but not limited to personal injury, property damage and death, which may arise from Consultant's or Consultant's contractors, subcontractors, agents or employees' negligent acts, errors or omissions in the performance of this Agreement. City shall cooperate reasonably in the defense of any action and Consultant shall employ competent counsel, reasonably acceptable to the City Attorney.

XIX. NONDISCRIMINATION

Consultants shall comply with the City's requirements and policies with respect to Non-discrimination and Affirmative Action. The consultants must certify, under penalty of perjury, that it is an equal opportunity employer. All proposers must submit a certified statement of compliance in the form enclosed herewith with the proposal. Failure to include such a certified statement will result in the rejection of the proposal as nonresponsive.

XX. CONTACT PERSONS

Please refer your questions regarding this project to the following City of Mountain View personnel:

Public Works Engineering Division:

- Robert Kagiya, Principal Civil Engineer, (650) 903-6311
- Dennis Drennan, Real Property Manager
- Mike Fuller, Assistant Public Works Director

Community Services Department:

- Bruce Hurlburt, Parks and Open Space Manager

ATTACHMENTS

ATTACHMENT A – Project Location Map (Mariposa/W. Dana Park Site)

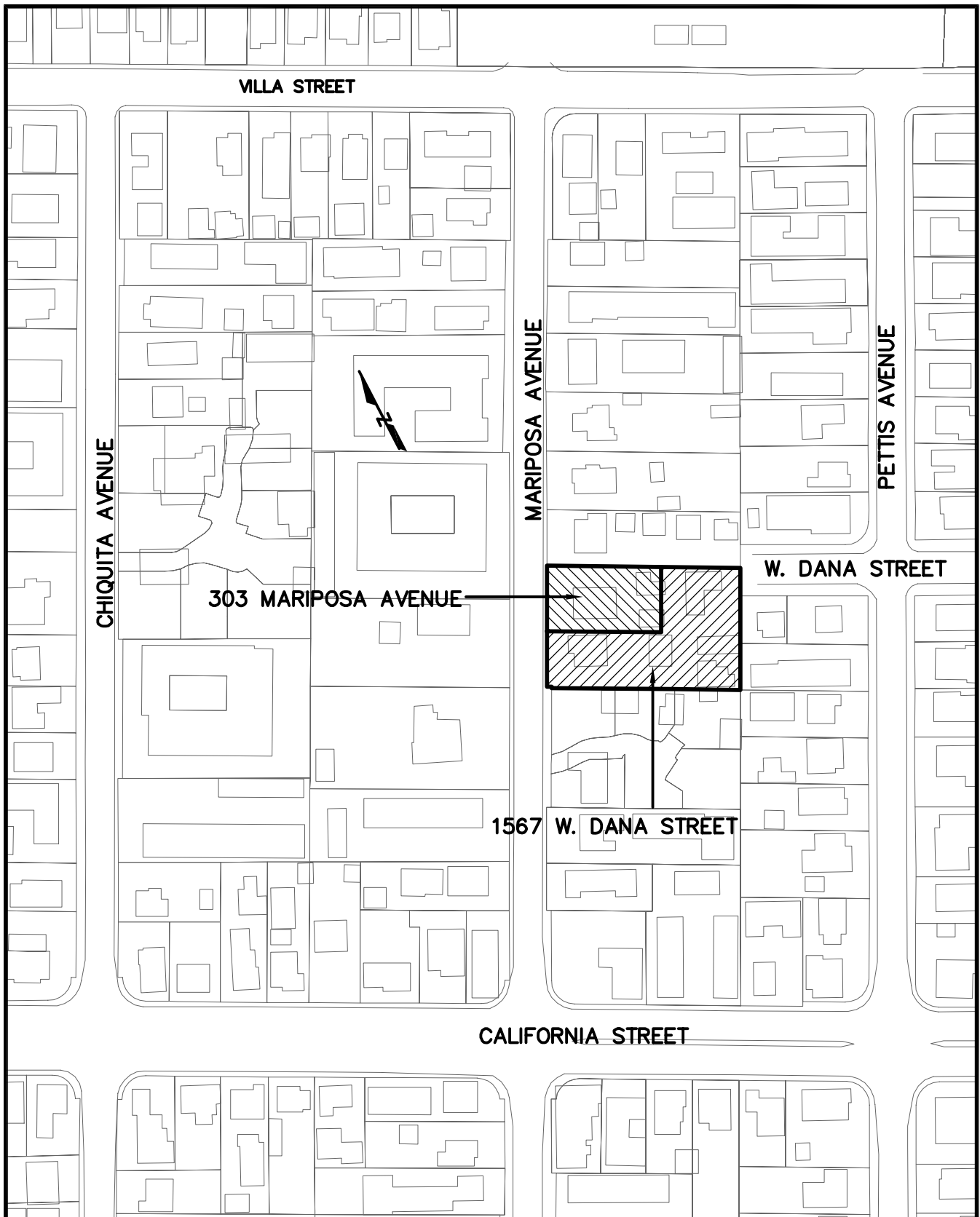
ATTACHMENT B – Project Location Map (Del Medio Site Park)

ATTACHMENT C – List of Citywide Parks

ATTACHMENT D – Standard Design Professional Services Agreement

Appendix A

Project Location Map (Mariposa/W. Dana Park Site)



CITY OF MOUNTAIN VIEW

1567 W. DANA STREET/ 303 MARIPOSA AVENUE

DRAWN
QT

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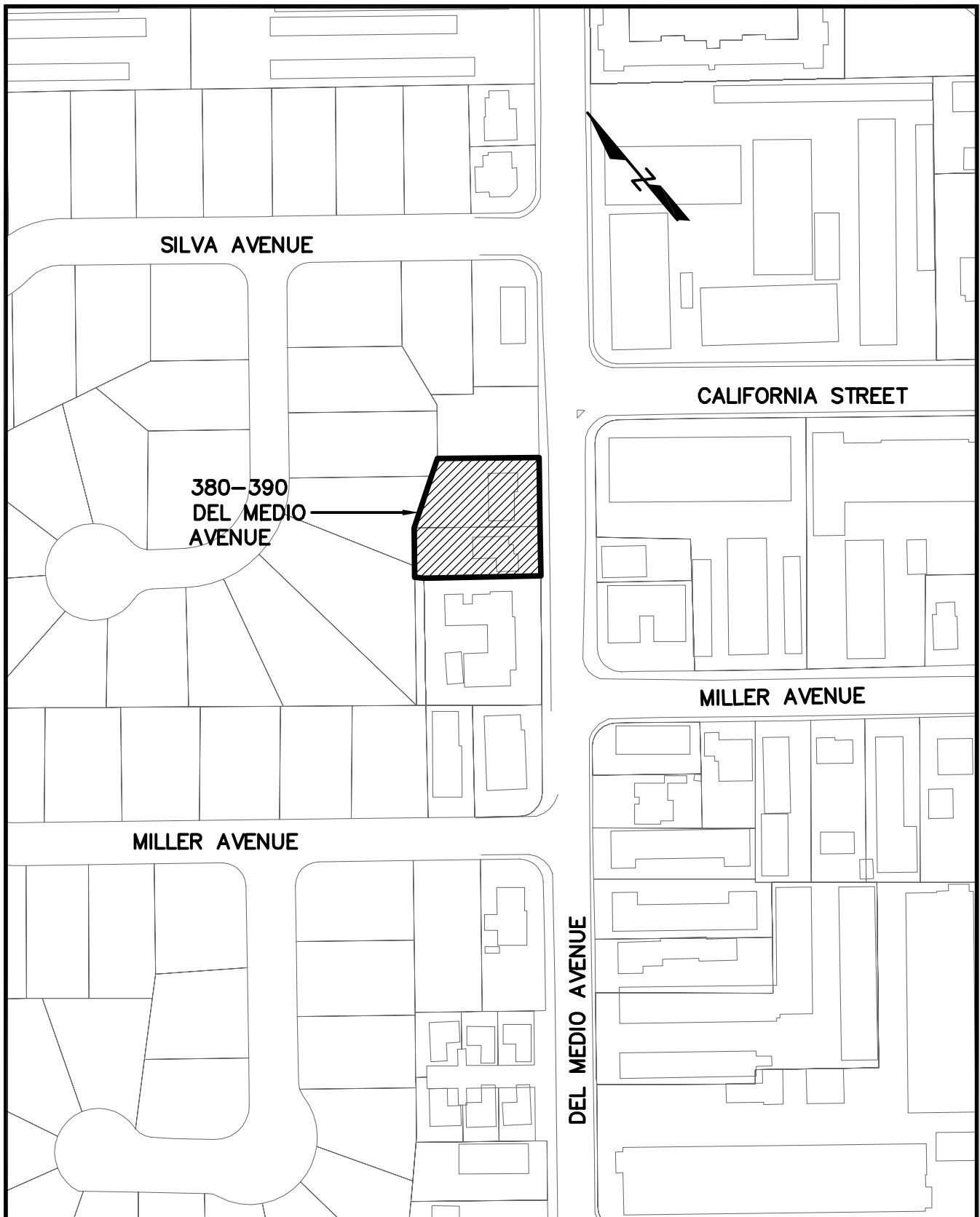
DATE
07-28-09

SCALE
1"=150'

SHEET

Appendix B

Project Location Map (Del Medio Site Park)



CITY OF MOUNTAIN VIEW

DEL MEDIO AVENUE

DRAWN
QT

CHECKED

DATE 07-28-09

SCALE 1"=150'

SHEET

Appendix C

List of Citywide Parks

Parks and Facilities by Category

Park	Type	Location
Chetwood Park	Mini	Chetwood Avenue
Creekside Park	Mini	Easy Street & Gladys Avenue
Dana Park	Mini	Dana Street & Oak Street
Del Medio (undeveloped)	Mini	Del Medio Avenue
Devonshire	Mini	Devonshire Avenue
Fairmont Park	Mini	Fairmont Avenue & Bush Street
Gemello Park	Mini	Marich Way & Solana Court
Jackson Park	Mini	Jackson Street & Stierlin Road
Klein Park	Mini	Ortega Avenue & California Street
Magnolia Park	Mini	Magnolia Avenue & Whisman Park Drive
Mercy/Bush Park	Mini	Mercy Street & Bush Street
Rex Manor Park	Mini	Farley Street & Central Expressway
San Veron Park	Mini	San Veron Avenue & Middlefield Road
Sierra Vista Park	Mini	Plymouth Street & Sierra Vista Avenue
Thaddeus Park	Mini	Middlefield Road & Independence Drive
Mariposa Avenue (undeveloped)	Mini	Mariposa Avenue
Varsity Park	Mini	Duke Way & Jefferson Drive
Charleston Park	Neighborhood	Charleston Road & Amphitheatre Parkway
Eagle Park	Neighborhood	Church Street & Shoreline Boulevard
McKelvey Park	Neighborhood	Miramonte Avenue & Park Drive
Pioneer Park	Neighborhood	Church Street & Castro Street
Sylvan Park	Neighborhood	Sylvan Avenue & Devoto Street
Rengstorff Park	Community	Rengstorff Avenue & Central Expressway
Cuesta Park	Community	Cuesta Drive & Grant Road
Shoreline at Mountain View	Regional	North End of Shoreline Boulevard
Stevens Creek Trail	Regional	Parallels Highway 85
Hetch Hetchy Trail	Local Trail	Whisman Park to North Whisman Road
Permanente Creek Trail	Local Trail	Shoreline at Mountain View to Highway 101
Whisman TOD Trail	Local Trail	North Whisman Road & Ellis Street
Deer Hollow Farm	Facility	St. Joseph Avenue—City of Los Altos
Dog Park	Facility	North end of Shoreline Boulevard
Mountain View Community Center	Facility	Rengstorff Avenue & Central Expressway
Mountain View Senior Center	Facility	Escuela Avenue & California Street
Mountain View Teen Center	Facility	Escuela Avenue & California Street
Mountain View Sports Pavilion	Facility	Castro Street & Miramonte Avenue
Whisman Sports Center	Facility	Middlefield Road & Terra Bella Avenue
Bubb School/Park	Public School/Park	Barbara Avenue & Montalto Drive
Castro School/Park	Public School/Park	Toft Street & Latham Street
Cooper School/Park	Public School/Park	Eunice Avenue & Villa Nueva Way
Crittenden Middle School/Sports Complex	Public School/Park	Rock Street & Sierra Vista Avenue
Graham Middle School/Sports Complex	Public School/Park	Castro Street & Miramonte Avenue
Huff School/Park	Public School/Park	Martens Avenue & Grant Road
Landels School/Park	Public School/Park	Dana Street & Calderon Avenue
Monta Loma School/Park	Public School/Park	Thompson Avenue & Laura Lane
Mountain View High School	Public School/Park	Truman Avenue & Bryant Avenue
Slater School/Park	Public School/Park	Gladys Avenue & Whisman Road
Springer School/Park	Public School/Park	El Monte Avenue & Springer Road
Theuerkauf School/Stevenson Park	Public School/Park	San Luis Avenue & Burgoyne Street
Whisman School/Park	Public School/Park	Easy Street & Middlefield Road
Senior Garden	Community Garden	Hetch-Hetchy right-of-way at Crisanto Avenue & Escuela Avenue
Willowgate Garden	Community Garden	End of Andsbury Avenue

Appendix D

Standard Design Professional Services Agreement

SAMPLE DESIGN PROFESSIONAL SERVICES CONTRACT

AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW AND LANDSCAPE ARCHITECT FOR DESIGN PROFESSIONAL SERVICES

This contract is dated for identification this 21st day of October, 2009, and is made by and between the CITY OF MOUNTAIN VIEW, a California Charter City and municipal corporation, whose address is P.O. Box 7540, Mountain View, California, 94039 (hereinafter "CITY"), and LANDSCAPE ARCHITECT, a business, whose address is _____ (hereinafter "DESIGN PROFESSIONAL").

RECITALS

A. CITY desires to retain the services of DESIGN PROFESSIONAL to provide landscape architectural design services for two (2) neighborhood parks, Projects 09-44 and 10-44.

B. DESIGN PROFESSIONAL is a qualified professional capable of providing the certain professional services which CITY seeks. DESIGN PROFESSIONAL represents and warrants that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in Paragraph 1.

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 following services:

Design and provide construction support of two (2) new neighborhood parks on CITY-owned parcels, each situated in a residential neighborhood. The Mariposa Avenue/West Dana Street park site is located in the central area of CITY on the west side of Shoreline Boulevard, and the Del Medio Avenue park site is located in the San Antonio Road/Rengstorff Avenue area of CITY on the west side of San Antonio Road.

2. **Schedule and Term.** The schedule for performing said services as described in the attached proposal from DESIGN PROFESSIONAL and incorporated herein as Exhibit A:

DESIGN PROFESSIONAL shall commence work under this contract on October 28, 2009 and shall complete all work under this contract no later than July 2011.

3. **Compensation.** The hourly rate for services under this Contract shall be in accordance with the fee schedule, and total compensation to DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL's services.

5. **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, 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.

6. **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, servants and employees, and said persons shall not be deemed agents, servants or employees of CITY.

7. **Ownership of Data and Documents.** DESIGN PROFESSIONAL agrees that 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 that this Agreement is terminated prior to completion of the scope of work, DESIGN PROFESSIONAL shall provide all such data and documents to CITY forthwith.

8. **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 subcontractor within ten (10) days of receipt of payment by CITY for work performed by a subcontractor and billed by the 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.

9. Insurance.

a. Commercial General Liability/Automobile Liability Insurance:

DESIGN PROFESSIONAL shall obtain and maintain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract 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. Workers' Compensation Insurance:

DESIGN PROFESSIONAL shall obtain and maintain statutory Workers' Compensation insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.

c. Professional Liability Insurance: DESIGN PROFESSIONAL shall obtain and maintain Professional Liability insurance in the 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 the contract of work.

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

e. 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 contract. 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.

f. Other Insurance Provisions:

(1) The City of Mountain View, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 or other endorsement approved by CITY's Risk Manager for Commercial General and Automobile Liability coverage.

(2) For any claims related to this project, DESIGN PROFESSIONAL's insurance coverage shall be primary and any insurance or self-insurance maintained by CITY, its officers, officials, employees and volunteers shall not contribute to it.

(3) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to CITY in the event of cancellation or modification to the stipulated insurance coverage.

(4) 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 that are stated in this Agreement.

(5) 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 operation pursuant to this Agreement, nor shall it be deemed a waiver of CITY's rights to insurance coverage hereunder.

(6) If, for any reason, DESIGN PROFESSIONAL fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. CITY, at its sole option, may terminate this contract 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.

10. **Indemnification.** To the fullest extent permitted by law, DESIGN PROFESSIONAL shall indemnify, defend (with competent counsel reasonably acceptable to the City Attorney) and hold harmless CITY and its 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, reckless or willful misconduct of DESIGN PROFESSIONAL, or the acts or omissions of an employee, agent or subcontractor of DESIGN PROFESSIONAL. 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 9 relating to insurance.

11. **Applicable Laws and Attorneys' Fees.** This Agreement shall be construed and enforced pursuant to the laws of the State of California. 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.

12. **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, or physical or mental disability.

13. **Amendment.** This Agreement may be amended in writing and signed by both parties.

14. **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 cancellation 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.

15. **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 the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.

16. **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.

17. **Public Records.** The parties recognize and acknowledge that CITY is subject to the California Public Records Act, California Government Code Section 6250 and following. Public records are subject to disclosure.

18. **Notices.** Any notice required to be given to DESIGN PROFESSIONAL shall be deemed to be duly and properly given if mailed to DESIGN PROFESSIONAL, postage prepaid, addressed to:

or personally delivered to DESIGN PROFESSIONAL at such address or at such other addresses as DESIGN PROFESSIONAL may designate in writing to CITY.

Any notice required to be given CITY shall be deemed to be duly and properly given if mailed to CITY, postage prepaid, addressed to:

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

or personally delivered to CITY at such address or at such other addresses as CITY may designate in writing to DESIGN PROFESSIONAL.

IN WITNESS WHEREOF, this Agreement is executed by CITY and by DESIGN PROFESSIONAL.

APPROVED AS TO CONTENT:

Public Works Director

"CITY":
CITY OF MOUNTAIN VIEW,
a California Charter City and municipal
corporation

FINANCIAL APPROVAL:

Finance and Administrative
Services Director

By: _____
City Manager

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

"DESIGN PROFESSIONAL":
LANDSCAPE ARCHITECT

By: _____

Taxpayer I.D. Number

RK/9/PWK
909-07-27-09MVF00-05^