AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW
AND THE CITY OF PALO ALTO, THE CITY OF MENLO PARK,
AND THE CITY OF REDWOOD CITY FOR
COST SHARING FOR PROFESSIONAL SERVICES FOR THE
PENINSULA BIKEWAY ALIGNMENT ALTERNATIVES STUDY

This AGREEMENT is dated for identification this 5th day of June 2019,
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 “MOUNTAIN VIEW”), and the CITY OF
PALO ALTO, a California charter city and municipal corporation, whose address is 250
Hamilton Avenue, Palo Alto, California, 94301 (hereinafter “PALO ALTO”), the CITY
OF MENLO PARK, a municipal corporation, whose address is 701 Laurel Street, Menlo
Park, California, 94025 (hereinafter “MENLO PARK”), and the CITY OF REDWOOD
CITY, a California charter city and municipal corporation, whose address is 1017
Middlefield Road, Redwood City, California, 94063 (hereinafter “REDWOOD CITY”),
(MOUNTAIN VIEW, PALO ALTO, MENLO PARK, and REDWOOD CITY hereinafter
collectively “CITY PARTNERS” or “Parties” and individually “Party”).

RECITALS

A. WHEREAS, CITY PARTNERS had previously adopted a resolution to
support the Managers Mobility Partnership and to kick off a Multi-City Visioning
Process to create the Peninsula Bikeway, a direct, north-south bicycle route for riders of
all ages and abilities that traverses the four (4) cities of Redwood City, Menlo Park, Palo
Alto, and Mountain View; and

B. WHEREAS, there are multiple alignment options for creating a direct, high-
quality Peninsula Bikeway connecting the partner cities to be studied, including the
Caltrain Corridor, El Camino Real, and Middlefield Road; and

C. WHEREAS, MOUNTAIN VIEW will issue an RFP to retain a Consultant
(hereinafter referred to as “CONSULTANT”) to undertake a Peninsula Bikeway
Alignment Alternatives Study (hereinafter referred to as the “PROJECT”) on behalf of
CITY PARTNERS; and

D. WHEREAS, MOUNTAIN VIEW will administer the CONSULTANT contract
with guidance, feedback, and approval from the Project Technical Advisory Committee
(TAC), which consists of a designated Project Liaison from each of the CITY
PARTNERS on the fulfilment of the tasks provided by the CONSULTANT.
AGREEMENT

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, the Parties hereto agree as follows:

1. Scope of Work. The PROJECT consists of researching, documenting, and analyzing existing conditions and identifying and assessing the feasibility of alignment alternatives for the Peninsula Bikeway, as defined in CONSULTANT's attached Scope of Work, Peninsula Bikeway Alignment Alternatives Study, attached hereto and incorporated herein as Exhibit A.

2. Roles. A CITY PARTNERS’ TAC, consisting of a designated Project Liaison from CITY PARTNERS, Joint Venture Silicon Valley, and Stanford University, will provide guidance and feedback on the fulfilment of the tasks provided by the CONSULTANT. The TAC will provide review and approval of CONSULTANT’s work products.

a. MOUNTAIN VIEW will perform the following:

   • Provide project management, including managing all aspects of CONSULTANT’s work and administering CONSULTANT’s contract.

   • Provide PALO ALTO, MENLO PARK, and REDWOOD CITY with administrative drafts of all CONSULTANT deliverables for review and comment.

   • Involve PALO ALTO, MENLO PARK, and REDWOOD CITY in technical review meetings with CONSULTANT, stakeholder meetings, and community outreach processes.

b. Each of the CITY PARTNERS will perform the following:

   • Assist with data collection and timely response to data requests for the PROJECT.

   • Participate in PROJECT coordination, technical review, and stakeholder meetings.

   • Review and comment on draft deliverables in a timely manner.

   • Coordinate consideration of approval of the final document by the respective City Manager.
c. The Project Liaison for MOUNTAIN VIEW for the duration of the PROJECT is Nate Baird or other designated MOUNTAIN VIEW employee. MOUNTAIN VIEW's Project Manager shall have all the necessary authority to direct technical and professional work within the scope of this Agreement and shall serve as the principal point of contact for all CITY PARTNERS.

d. The Project Liaison for PALO ALTO for the duration of the PROJECT is Sylvia Star Lack or other designated PALO ALTO employee. PALO ALTO's Project Manager will act as the principal point of contact for all CITY PARTNERS.

e. The Project Liaison for MENLO PARK for the duration of the PROJECT is Kevin Chen or other designated MENLO PARK employee. MENLO PARK's Project Manager will act as the principal point of contact for all CITY PARTNERS.

f. The Project Liaison for REDWOOD CITY for the duration of the PROJECT is Jessica Manzi or other designated REDWOOD CITY employee. REDWOOD CITY's Project Manager will act as the principal point of contact for all CITY PARTNERS.

3. **Cost Sharing.**

   a. PALO ALTO, MENLO PARK, and REDWOOD CITY each agree to reimburse MOUNTAIN VIEW for twenty-five percent (25%) of CONSULTANT's costs, not to exceed Twenty-Five Thousand Dollars ($25,000) for each of the CITY PARTNERS, to deliver the scope of work outlined in Exhibit A. MOUNTAIN VIEW will pay for one hundred percent (100%) of actual costs incurred, which may differ from the task costs shown in the cost proposal, outlined in Exhibit B, but are not to exceed a total of One Hundred Thousand Dollars ($100,000).

   b. At the completion of work, MOUNTAIN VIEW will invoice MENLO PARK and REDWOOD CITY each for a single lump sum of twenty-five percent (25%) of PROJECT costs. The invoices will include supporting documentation of the costs to be reimbursed. MENLO PARK and REDWOOD CITY will remit payment to MOUNTAIN VIEW within thirty (30) days of receipt of invoice from MOUNTAIN VIEW.

   c. MOUNTAIN VIEW will invoice PALO ALTO for Twenty-Five Thousand Dollars ($25,000) upon execution of this AGREEMENT. PALO ALTO will remit payment to MOUNTAIN VIEW within thirty (30) days of receipt of invoice from MOUNTAIN VIEW. At the completion of work, MOUNTAIN VIEW shall submit documentation of PROJECT costs to PALO ALTO. Should the total CONSULTANT cost be less than One Hundred Thousand Dollars ($100,000), MOUNTAIN VIEW shall reimburse PALO ALTO the difference between the Twenty-Five Thousand Dollar
($25,000) payment and twenty-five percent (25%) of the total CONSULTANT cost amount under One Hundred Thousand Dollars ($100,000). For example, if CONSULTANT’s costs are Ninety Thousand Dollars ($90,000), MOUNTAIN VIEW would reimburse PALO ALTO Two Thousand Five Hundred Dollars ($2,500) ($25,000 - ($90,000 x 25% = $22,500) = $2,500).

d. If unanticipated costs exceeding the contingency budget arise during the PROJECT, the Parties agree to convene to determine a mutually agreed course of action.

4. **Insurance and Indemnification.**

   a. MOUNTAIN VIEW will require CONSULTANT to add PALO ALTO, MENLO PARK, and REDWOOD CITY, their officers, officials, employees, and volunteers as additional insured from and against all damages and claims, loss, liability, cost, or expense arising out of, or in any way connected with, the PROJECT to the insurance coverages required in MOUNTAIN VIEW’s contract with CONSULTANT.

   b. MOUNTAIN VIEW will require CONSULTANT, to the fullest extent permitted by law, to indemnify, defend with competent counsel reasonably acceptable to the CITY PARTNERS City Attorneys, and hold harmless MOUNTAIN VIEW, PALO ALTO, MENLO PARK, and REDWOOD CITY, and their directors, officers, employees, and volunteers from and against all liabilities (including, without limitation, all claims, lawsuits, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including, but not limited to, reasonable attorneys’ fees, court costs, and costs of alternative dispute resolution) regardless of nature or type that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, or the acts or omissions of an employee, agent, or subcontractor of CONSULTANT. The provisions of this paragraph will survive completion of the services or the termination of this Agreement.

c. In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata, but, instead, MOUNTAIN VIEW, PALO ALTO, MENLO PARK and REDWOOD CITY agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage, or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees, or agents, under, or in connection with, or arising out of any work, authority, or jurisdiction delegated to such party under this Agreement. No Party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of
the other Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such other Party under this Agreement. The obligations set forth in this paragraph will survive termination and expiration of this Agreement.

5. **Ownership of Materials.** All reports, documents, or other materials developed as part of the PROJECT will be the mutual property of the CITY PARTNERS without restriction or limitation upon their use.

6. **Termination.**

   a. This Agreement terminates upon PROJECT work completion, with acceptance and final payments by PALO ALTO, MENLO PARK, and REDWOOD CITY to MOUNTAIN VIEW.

   b. PALO ALTO, MENLO PARK, and REDWOOD CITY’s obligations to reimburse MOUNTAIN VIEW pursuant to Section 3 (if unpaid at such time) as well as CITY PARTNERS’ applicable indemnification obligations pursuant to Section 4 shall survive the termination of this Agreement.

7. **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 MOUNTAIN VIEW:**
   Public Works Director  
   City of Mountain View  
   500 Castro Street  
   P.O. Box 7540  
   Mountain View, CA  94039-7540

   **To PALO ALTO:**
   Chief Transportation Official,  
   Office of Transportation  
   City of Palo Alto  
   Planning and Community Environment Department  
   250 Hamilton Avenue  
   Palo Alto, CA  94301

   **To MENLO PARK:**
   Public Works Director  
   City of Menlo Park  
   701 Laurel Street  
   Menlo Park, CA  94025
To REDWOOD CITY: Community Development Director
City of Redwood City
Community Development Department
1017 Middlefield Road
Redwood City, CA 94063

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.

8. **Additional Provisions.**

   a. The Parties’ waiver of any term, condition or covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any other term, condition or covenant or breach of any other term, condition or covenant.

   b. This Agreement contains the entire Agreement between MOUNTAIN VIEW, PALO ALTO, MENLO PARK, and REDWOOD CITY relating to the cost sharing for the PROJECT. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

   c. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on MOUNTAIN VIEW, PALO ALTO, MENLO PARK, and REDWOOD CITY.

   d. This Agreement shall be governed and construed in accordance with the laws of the State of California.

   e. This Agreement may be executed in counterparts and will be binding as executed.

   f. This Agreement may only be modified by a written amendment duly executed by all Parties to this Agreement.

///
///
IN WITNESS WHEREOF, this Agreement, dated June 5, 2019, for identification, between the City of Mountain View and the City of Palo Alto, the City of Menlo Park, and the City of Redwood City for cost sharing for professional services for the Peninsula Bikeway Alignment Alternatives Study, is executed by MOUNTAIN VIEW, PALO ALTO, MENLO PARK, and REDWOOD CITY.

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

By: __________________________
    City Manager

FINANCIAL APPROVAL:

Asst. Finance and Administrative Services Director

By: __________________________
    City Manager

APPROVED AS TO FORM:

City Attorney

By: __________________________
    City Manager

"Palo Alto":
a California charter city and municipal corporation

By: __________________________
    City Manager

APPROVED AS TO FORM:

Assistant City Attorney

By: __________________________
    City Manager

"Menlo Park":
a municipal corporation

By: __________________________
    City Manager

APPROVED AS TO FORM:

City Attorney

By: __________________________
    City Manager

"Redwood City":
a California charter city and municipal corporation

By: __________________________
    City Manager

APPROVED AS TO FORM:

City Attorney

By: __________________________
    City Manager

Attest: _________________________
    Lupe Marin, Assistant City Clerk
SCOPE OF WORK

PENINSULA BIKEWAY ALIGNMENT ALTERNATIVES STUDY

Task 1 – Project Management

The Consultant will provide communications, regular check-ins, documentation, and notes of calls and meetings. The City of Mountain View will administer the contract, but the project will be managed by a technical advisory committee (TAC), consisting of representatives from Redwood City, Menlo Park, Palo Alto, Mountain View, Stanford, and Joint Venture Silicon Valley. Additional stakeholders may be included in project planning and coordination as needed (e.g., County of San Mateo, Atherton, Caltrans, SamTrans, Caltrain, VTA).

Up to three (3) in-person meetings will be held with the MMP or its associated subcommittees. Reports and deliverables will be in Word, Excel, and PDF formats and reviewed/approved by the TAC before deemed complete.

Responsible party: Consultant

Task 1 Deliverables:

- Regular updates of scope, schedule, and budget
- Regular invoicing
- Document review
- Meeting minutes and call summaries

Task 2 – Existing Corridor Conditions

The Consultant will identify at least three (3) potential alignment alternatives for the Peninsula Bikeway, including the primary route options and variants on those options. Study corridors will include, but will not be restricted to:

- Middlefield Road
- Caltrain railroad
- El Camino Real
Adjacent corridors or connections, such as Stafford Street and Arguello Street (Redwood City), Alma Street and Bryant Avenue (Palo Alto), and Evelyn Avenue and Central Expressway (Mountain View), may be included as appropriate.

For each of these potential corridors, the Consultant will review existing conditions, as-built drawings, and applicable plans gathered from each city and other relevant entities, such as Caltrans, SamTrans, Atherton, County of San Mateo, and VTA. The Consultant shall meet (in person or via conference call) with each city at the start of the project to discuss local history and to review ongoing work and materials.

The following documents and resources will be made available to the successful consultant team:

- Middlefield Road Bike and Pedestrian Improvement Project Plans (from Woodside Road to Maple Street in Redwood City)
- RWCmoves (Redwood City's citywide transportation plan)
- El Camino Real Corridor Plan in Redwood City
- El Camino Real Corridor Study in Menlo Park
- Middlefield Bicycle Lanes Project in Atherton
- Documents related to Grand Boulevard Initiative (GBI) efforts in Palo Alto
- Documents related to the El Camino Real Streetscape Plan in Mountain View
- Available drawings for projects within the relevant corridors

Based on this review, the Consultant will summarize existing conditions that include typical right-of-way widths, number of travel lanes, pinch points and constraints, existing bikeway improvements (e.g., striping and signage), signalized and stop-controlled intersections, motor vehicle speed limits, any available average daily traffic (ADT) and peak-hour traffic volumes, on-street parking, and corridor crossings along each potential alignment.

The existing conditions report will be delivered in PDF and Word formats with applicable data in Excel. Graphic deliverables will be editable and available electronically for future use via a Streetmix account or editable PowerPoint, AutoCAD, InDesign, or similar.

**Responsible party:** Consultant
Task 2 Deliverables:

- Action minutes from city meetings
- Peninsula Bikeway Existing Conditions Technical Memorandum

Task 3—Define and Review Feasible Bikeway Corridor Options

The Consultant will provide renderings of high-level concept designs and other exhibits that help convey the choices of corridor, design treatments, mobility options, and other features. The Consultant will create corridor concepts on a map.

The Consultant and the TAC will vet the proposed alignment options through the MMP, summarizing the feasibility of alternatives based on minimum and optimum criteria and parameters outlined in key design guides. These design guides include:

- California Manual on Uniform Traffic Control Devices (CA MUTCD 2014)
- FHWA Separated Bike Lane Planning and Design Guide (2015)
- NACTO Guidance on Designing for All Ages and Abilities (2017)
- Caltrans Highway Design Manual Bicycle Transportation Design Ch. 1000 (2018)
- Caltrans Design Information Bulletin No. 89-01 (2018)
- VTA Guidelines for Bike Lanes and Cycle Tracks at Bus Stops (forthcoming)

A draft report will summarize tradeoffs of the corridor options. Renderings should highlight specific locations of interest to the MMP, such as individual intersections, Caltrain stations, destinations, connections to the Bay Trail, or other locations. A key focus will be to identify constraints, challenges, and opportunities of the various corridor alternatives.

A final report will be delivered in PDF and Word formats with applicable data in Excel. Graphic deliverables will be editable and available on file for future use via a Streetmix account or editable PowerPoint, AutoCAD, or InDesign file, or similar.

Responsible party: Consultant
Task 3 Deliverables:

- Map of Alternative Corridor Alignment Options
- Summary of Conceptual Options, Alternative Corridor Options and Tradeoffs, and Renderings of Select Locations (Draft and Final)
- Presentation to MMP

NB/6/PWK
935-05-08-19AG-Exh A

4 of 4
### Project Budget

#### Peninsula Bikeway Alignment Alternatives

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### Potential Optional Tasks

- Additional Meetings (each) | $1,000
- Additional Renderings (each) | $1,500

*Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.

**Hourly rates are for calendar year 2019.
Certificate Of Completion

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Status: Completed
Subject: Please DocuSign: RUSH - Cost Sharing Agreement - Peninsula Bikeway Study
Source Envelope:
Document Pages: 13
Certificate Pages: 8
AutoNav: Enabled
Envelope Originator:
Hanning Li
500 Castro Street
Mountain View, CA 94041
Hanning.Li@mountainview.gov
IP Address: 38.99.34.33

Record Tracking
Status: Original
6/4/2019 5:06:20 PM
Holder: Hanning Li
Hanning.Li@mountainview.gov
Location: DocuSign

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Company Name: City of Mountain View

Molly Stump
Molly.Stump@cityofpaloalto.org
City Attorney
City of Palo Alto
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(Non)
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Ed Shikada
Ed.Shikada@cityofpaloalto.org
City Manager
City of Palo Alto
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(Non)
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**wlm@jsmf.com**  
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**Hanning Li**  
**hanning.li@mountainview.gov**  
**Program Assistant**  
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| Accepted: 6/13/2019 10:53:42 AM | ID: 6779b553-b186-4f77-8db9-f9889f81660 | |
| Company Name: City of Mountain View | | |

| Lisa Natusch | ![DocuSign Signature](signature3.png) | Sent: 6/13/2019 10:54:56 AM |
| | | Viewed: 6/13/2019 1:27:14 PM |
| Electronic Record and Signature Disclosure: | | |
| Accepted: 6/13/2019 1:27:14 PM | ID: 250c7097-d19d-4d9f-980e-d482c57d663f | |
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Electronic Record and Signature Disclosure
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@mountainview.gov

To advise City of Mountain View of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@mountainview.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

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ii. send us an e-mail to esignature@mountainview.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

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Enabled Security Settings: Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ‘I agree’ button below. By checking the ‘I agree’ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Mountain View as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Mountain View during the course of my relationship with you.
Cost-share agreement with the cities of Redwood City, Menlo Park, and Palo Alto for the Peninsula Bikeway Alignment Alternatives Study.

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- Originator: CMO Palo Alto
- CAO Palo Alto
- Originator: CMO Menlo Park
- CAO Menlo Park
- Consultant/Contractor: EA-FASD
- Accounting Dept. Head: PWD
- FASD
- CAO
- CMO (if applicable)
- CCO (if applicable)
- FASD (if applicable)