



City of Agoura Hills

REQUEST FOR QUALIFICATIONS/ PROPOSAL

FOR

**ROUNABOUT DESIGN SERVICES
AT INTERSECTION OF KANAN ROAD AND AGOURA ROAD**

Thank you for your interest to provide design services for a roundabout at the intersection of Kanan Road and Agoura Road in the City of Agoura Hills.

The Technical Qualifications Proposal and Cost Proposal must be submitted in separate envelopes clearly identified and marked:

“Request for Qualifications/ Proposal
Roundabout Design Services for Intersection of Kanan/Agoura Road
TECHNICAL QUALIFICATIONS/ PROPOSAL”; and

“Request for Proposal
Roundabout Design Services for Intersection of Kanan/Agoura Road
COST PROPOSAL”.

A pre-proposal meeting has been scheduled on **Wednesday, December 5, 2007 @ 10am** at Agoura Hills City Hall to elaborate and answer questions on the scope of work to be included in the contract. Attendance is strongly recommended to avoid any confusion with the City’s expectations regarding this project.

All proposals must be sealed and submitted on or before **2:00pm on Thursday, January 10, 2007**, to the following:

Ms. Kimberly Rodrigues
City Clerk
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

Oral interviews are anticipated for February 5-7, 2008, for those firms the City has deemed as responsive to the RFQ/ RFP and qualified to provide the desired services.

I. PROPOSAL PACKAGE

Project Description

In June 2006, the Agoura Hills City Council approved the Agoura Village Specific Plan, which included the concept of a roundabout at the Kanan/Agoura Road intersection. The City is regarded as the “Gateway to the Santa Monica Mountains,” and the roundabout will provide a unique focal point for motorists traveling to, from, and along the City’s southerly limits. In addition, the intersection upgrade will allow for improved flow of traffic, reduction in vehicular speeds, a decrease in potential accidents, an increase in pedestrian safety, and provide an opportunity for aesthetic enhancement; all points of importance to the City.

The Kanan/Agoura Road roundabout design project consists of designing a 2-lane roundabout. Preliminary studies have shown the need for a roundabout diameter of approximately 175-ft. Also, the northwest and northeast corners of the intersection are already built-out and fully improved, so one of the challenges of the design will be working within the physical limitations of this intersection. Transitions along each leg of the roundabout will be key to ensure that future developments can design extensions of Agoura Road to connect to the roundabout improvements. Another major constraint to be considered is the close proximity of the Kanan interchange, which is approximately 600-ft north of this intersection. Volume counts taken in 2006 indicate 20,000 ADT along Kanan Road, between Agoura Road and the 101-freeway. The roundabout must be designed to eliminate the potential for traffic to queue from the interchange into the roundabout. These issues, coupled with the high visibility of this project make it a challenging and sensitive priority for the City.

Proposal Submittal Guidelines

The proposal shall be limited to twenty-five (25) pages (including any appendix material). A cover letter shall guarantee that key personnel, or equally qualified replacements, will be committed to complete the tasks required to complete the design.

Five (5) copies of the proposal will be required with all copies having been signed by the company official with the power to bind the company in its proposal. To be considered, all proposals shall be completely responsive to the RFP. “Completely responsive” is hereby defined as meeting all requirements as outlined in Section II – *“Proposal Requirements.”*

The City of Agoura Hills does not recognize the U.S. Postal Service, or any other organization, as its agent for purposes of accepting proposals. All proposals received after the deadline will be rejected and returned unopened. No extensions will be granted.

All proposals will become the property of the City of Agoura Hills and will be made available for public inspection after an award is made or all proposals are rejected.

The City assumes no responsibility for any and all costs associated with preparing the proposals.

Rejections

All proposals will be reviewed to determine conformance with the RFP requirements. Any proposal that the City deems incomplete, conditional, or non-responsive to the requirements of the RFP may be rejected. The City reserves the right to reject any and all proposals as well.

Selection Procedure

The following is an outline of the procedures the City will use in the selection process:

- A. A Selection Committee is formed comprising of City personnel and, if the City chooses, other agency personnel.
- B. The Selection Committee reviews and evaluates the qualifications and proposals submitted by the consultants. The Selection Committee then conducts oral interviews with those firms whose proposals have met the minimum requirements of the RFP. The final determination of those firms that meet the minimum requirements is reserved for the City's sole discretion.
- C. Following oral interviews, the Selection Committee ranks the firms based on both the performance at the oral interview, and the completeness of the proposal, and makes a final recommendation.
- D. Negotiations will take place with the primary firm on the final scope of work, contract, and cost proposal.

Evaluation Criteria

The Selection Committee will evaluate the proposals based on the following criteria:

A. General Quality and Responsiveness of the Proposal

1. Responsiveness to the terms, conditions, and items of performance.
2. Presentation, completeness, and thoroughness of the proposal.
3. Grasp of the scope and design services to be performed.

B. Qualifications & Experience of Firm and Personnel

1. Qualification and experience of the key personnel that will be assigned to this project.
2. Experience and past performance for similar design services.
3. Verification of references.

C. Fee Proposal

Although cost is ultimately a factor for the final selection, no fee proposal will be reviewed until qualifications/proposals have been evaluated, oral interviews have been conducted, all firms have been ranked, and a final recommendation is made by the Selection Committee.

Time Schedule for RFP *

- | | |
|---------------------------------|-------------------------------|
| 1. Solicit for proposals | November 14, 2007 |
| 2. Pre-proposal Meeting | December 5, 2007 |
| 3. Proposal Deadline | January 10, 2008 |
| 4. Complete Review of Proposals | January 24, 2008 |
| 5. Oral Interviews | February 5-7, 2008 |
| 6. Negotiations | February 11 – 15, 2008 |
| 7. Award Contract | February 27, 2008 |

* Dates are subject to change at City's discretion.

Inquiries

Any questions pertaining to the RFP should be directed to the City Engineer at:

Ramiro S. Adeva III, PE
Phone: (818) 597-7353
Cell: (818) 597-7322
radeva@ci.agoura-hills.ca.us

II. PROPOSAL REQUIREMENTS

The proposal shall include the following:

1. **Understanding Scope of Services** – Please describe your understanding of the services to be performed and/ or the product to be provided.
2. **Methodology and work plan** – Please provide a brief description of the proposed work program and techniques to complete the scope of services. The work program should demonstrate your firm's ability to complete the design services in a professional and efficient manner.

3. **Experience and Qualification of Firm** – Please list similar services successfully accomplished within the last three (3) years.
4. **Key Personnel** – Please provide the names and qualifications of the key personnel assigned for this project. It is essential to have key personnel with experience doing roundabout design.
5. **References** – Provide a list of references from the past and current clients within the last three (3) years.
 - a) **Fee Proposal** – The fee proposal is considered a criteria, but is not the sole factor in the selection process. The consultant shall furnish a fee schedule for the design services. The fee schedule shall include the following:
 - Hourly rate for each personnel category and a breakdown of costs per task.
 - Any other additional charges to complete the services required of this contract.

III. CONTRACT TERMS

Professional Services Agreement

No agreement shall be binding upon the City until a formal Professional Services Agreement is completely executed by the Consultant, City Council, and approved by the City Attorney. Failure to execute and return the Professional Services Agreement and acceptable insurance documentations in a timely manner may be just cause for the City to rescind the contract offer. A copy of the Professional Services Agreement is attached as Attachment A.

Minimum Insurance Requirements

The Consultant shall, at its own expense, procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by the Consultants, its agent, representatives, employees, or subcontractors. Consultants shall also require all of its subcontractors assigned to the project to procure and maintain the same insurance requirement for the duration of the Contract. Specific insurance requirements are outlined in the Professional Services Agreement (attached hereon as Attachment A).

Conflict of Interest

It shall be the duty of the Consultant to comply with all applicable State and federal laws relating to prohibited conflicts of interest. As part of its response to this RFP, the Consultant shall disclose in writing any financial, business, employment or other relationships with the City or with any of its officers, employees, or agents that are or were in existence during the twelve (12) calendar months immediately preceding, and

including, the date the Consultant's response to the RFP is filed. In addition, the Consultant shall disclose in writing any financial, business, employment or other relationships with any contractor or engineer who may have a financial interest in securing design and/or construction contracts for the project. The Consultant shall have a continuing obligation to keep the foregoing disclosures current and up-to-date during the term of this contract, and the Contractor's failure to timely disclose the existence of such a relationship shall be grounds for immediate termination of the contract. For the form of the required disclosures, please see Attachments B and C.

Permits and Local Licenses

The Consultant shall obtain and pay for a business registration as necessitated for doing work within the City of Agoura Hills. Valid licensure shall be in place for the life of the contract as stipulated in the executed Professional Services Agreement.

IV. PROPOSED SCOPE OF SERVICES

The consultant's services shall include, but not be limited to, the following:

1. Project Administration and Management: The selected firm will be responsible for communicating regularly with City staff on the progress of the design. Communication with City staff will be key in the timely review and approval of the final design. A project schedule will need to be maintained by the selected firm throughout the duration of the design to ensure the timely completion of the design plans, specifications, and estimates.
2. Selected firm is responsible for gathering the necessary data to complete the design. This includes, but is not limited to, record plan research, utility research, field investigations, right-of-way investigations, field survey, etc.
3. Prepare conceptual roundabout layouts, using a 1"= 40' scale, to be reviewed and approved by City staff. Conceptual layouts are necessary to ensure all specific design concerns are identified and addressed prior to starting the final design.
4. Progress Meetings: In addition to the communication efforts as listed in item #1 above, progress meetings between the consultant and City staff shall be made at the 35%, 65% 95%, and Final design stages. This also allows for immediate identification of unforeseen design issues, and the prompt resolution of such issues.

Plans shall include, among other things, vertical and horizontal geometrics, pavement sections, drainage layout, utility layout, landscaping/ aesthetic-appeal concepts, cross-sections, details, signing and striping, right-of-way, property/ boundary lines (existing and proposed), street lighting, demolition plan, pavement transitions, etc.

5. Deliverables: in addition to the project plans, consultant is responsible for preparing studies, models, visuals, legal documents such as: hydrology/drainage reports, geotechnical reports, traffic simulation models, truck traffic turning templates, traffic counts, legal descriptions/ exhibits for right-of-way issues, etc.
6. Informational Meetings (Public Relations): Consultant will be responsible for coordinating a public information session (includes, among other things, preparation of exhibits, handouts, cost estimates, anticipated construction schedules, etc) where the public will be invited to ask questions about the project. The date, time, and location of such an event will need to be coordinated with City staff.

In addition, consultant will be prepared to provide updates to the to groups such as the City Council, Agoura Village subcommittee, etc.

Attachment A

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
WITH THE CITY OF AGOURA HILLS FOR
ROUNDBOUT AT THE INTERSECTION OF KANAN ROAD AND AGOURA ROAD**

NAME OF CONSULTANT: _____

RESPONSIBLE PRINCIPAL
OF CONSULTANT: _____
Name

Title

CONSULTANT'S ADDRESS: _____

COMMENCEMENT DATE: March 1, 2008

TERMINATION DATE: March 1, 2009

SAMPLE

**CONTRACT WITH THE CITY OF AGOURA HILLS
AND**

**FOR PROFESSIONAL DESIGN SERVICES OF
ROUNDBOUT AT THE INTERSECTION OF KANAN ROAD AND AGOURA HILLS**

THIS CONTRACT, is made and entered into in the CITY of Agoura Hills on this 1st day of March 2008, by and between CITY OF AGOURA HILLS, a municipal corporation, herein after referred to as CITY, and _____, hereinafter referred to as "CONSULTANT"

W I T N E S S E T H:

WHEREAS, CITY desires to obtain the services of a competent and experienced CONSULTANT to perform related professional duties as set forth in Exhibit "A" attached and made a part of this agreement; and

WHEREAS, CONSULTANT possesses the required competence and experience and is available to provide the required service for the period of this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of this Contract shall be from March 1, 2008, until March 1, 2009, unless otherwise approved by the City Engineer.

2. **CITY'S OBLIGATIONS.** After CONSULTANT has performed the services as specified in this Contract, CITY will pay, and CONSULTANT shall receive, payments based upon the actual services received by CITY and the fees charged by CONSULTANT at the rates established as shown in Exhibit "B" attached hereto and made a part of this Agreement.

Payments to the CONSULTANT shall be made within 30 days after receipt of an original invoice from the CONSULTANT and acceptance of the services.

3. **CONSULTANT'S OBLIGATIONS.** For and in consideration of the payments and agreements herein, aforementioned to be made and performed by CITY, CONSULTANT agrees with CITY to furnish the services and to do everything required by this CONTRACT, the scope of work attached hereto as Exhibit "A", and the Proposal submitted by the CONSULTANT. Without limiting the generality of the foregoing, CONSULTANT represents on behalf of itself and all subcontractors engaged for the performance of this Contract that only persons authorized to work in the United States, pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws, shall be employed in the performance of the work hereunder.

4. **HOLD HARMLESS AND INDEMNIFICATION.** CONSULTANT agrees to defend, indemnify, and hold harmless CITY, its officials, officers, employees, representatives, and agents, from and against any and all claims, lawsuits, liabilities or damages of whatsoever nature arising out of or in connection with any intentional misconduct or negligent act or omission of CONSULTANT, its agents, employees, and subcontractors of any tier and employees thereof in connection with the performance or non-performance of this Contract. The CONSULTANT shall thoroughly investigate any and all claims

and indemnify the CITY and do whatever is necessary to protect the CITY, its officials, officers, employees, agents, and representatives as to any such claims, lawsuits, liabilities, expenses, or damages.

5. INSURANCE. CONSULTANT shall furnish CITY with proof of the following minimum insurance coverages prior to the execution hereof:

- | | | | |
|----|---|-------------|-----------------------|
| a) | General Comprehensive Liability (must be written on an occurrence form and include bodily injury, property damage) | \$1,000,000 | Combined single limit |
| b) | Automobile Liability for owned autos and non-owned/hired autos (must be written on an occurrence form) | \$1,000,000 | |
| c) | Professional Liability/Errors & Omissions | \$2,000,000 | |
| d) | Worker's Compensation | \$ 250,000 | Statutory |

Coverage 5.a) and b) shall also include a CITY approved endorsement form or a copy of insurance policies providing an additional insured endorsement covering the CITY, its agents and employees, and all of the foregoing insurance shall include an unequivocal clause stating that none of the required insurance shall be canceled or materially changed without 30 days prior written notice to the CITY. For coverage 5.a) and b) a CITY-approved endorsement or certified copy of insurance policies providing coverage shall be submitted to and approved prior to commencement of any work.

6 AMENDMENTS. Any amendment, modification, or variation from the terms of this Contract shall be in writing and shall be effective only upon approval by the City Engineer of the CITY.

7. TERMINATION. CONSULTANT may not terminate this Contract except upon 30 days written notice, and upon receiving the prior written consent of CITY, which shall not be withheld unreasonably. CITY may terminate this Contract without cause, upon thirty (30) days written notice to CONSULTANT in which case CONSULTANT shall be entitled to receive compensation for the reasonable value of CONSULTANT'S services performed through the termination date. Furthermore, if, during the term of this Contract, CITY determines that CONSULTANT is not faithfully abiding by any term or condition contained herein, CITY may notify CONSULTANT in writing of such defect or failure to perform; such notice must give CONSULTANT a 24-hour notice of time thereafter in which to perform said work or cure the deficiency. If CONSULTANT has not performed the work or cured the deficiency within the time specified in the notice, or if a similar failure to perform or deficiency is repeated, such shall constitute a breach of this Contract and CITY may terminate this Contract immediately by written notice to CONSULTANT to said effect. In said event, CONSULTANT shall be entitled to the reasonable value of its services performed up to the day it received CITY's Notice of Termination, minus any offset from such payment representing the CITY's damages from such breach. Failure of CONSULTANT to provide CITY staff reports, exhibits, charts, graphs, and other written material, which meets or exceeds reasonable professional standards, shall cause damages which are unascertainable at the inception hereof, entitling CITY to offset any payments due on the contract in the form of liquidated damages not exceeding the balance due on the contract, and not as a penalty. CITY reserves the right to delay any post-termination payment until completion or confirmed abandonment of the project, as may be determined in the CITY's sole discretion, so as to permit a full and complete

accounting of costs. In no event shall CONSULTANT be entitled to receive in excess of the compensation quoted in its proposal/bid.

8. INCORPORATION BY REFERENCE. The Request for Proposal and the Proposal Submission are hereby incorporated in and made a part of this Contract. In the event of a conflict the priority of documents shall be: (1) This Agreement; (2) Request for Proposal; (3) Proposal Submission.

The City assumes all ownership rights of the final documents.

9. ASSIGNMENT/SUCCESSORS. Neither party hereto shall assign any of the benefits or burdens hereunder without the prior written consent of the other party hereto. Assigns and successors to the parties hereto shall be bound by the provisions hereof.

10. COMPLETE AGREEMENT. This written Contract, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

11. TIME OF PERFORMANCE. Time of completion of the roundabout design shall be completed within 261 working days from the start date of this contract (March 1, 2008). Any delays or extensions of the time of performance shall be requested in writing to the City Engineer, and no delay/extension is acceptable without the prior approval of the City Engineer. Liquidated damages shall be enforced in the amount of \$1,000 per day for any additional days, unless otherwise approved by the City Engineer.

12. ANTI-DISCRIMINATION. In the performance of the terms of this Contract, CONSULTANT agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to Labor Code Section 1735.

13. AUDIT. CITY shall have the option of inspecting and/or auditing all records and other written materials used by CONSULTANT in preparing its statements to CITY as a condition precedent to any payment to CONSULTANT.

14. NOTICE. All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

CITY: Ramiro Adeva, City Engineer
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

CONSULTANT: _____

15. AUTHORITY TO EXECUTE AGREEMENT. Both CITY and CONSULTANT do covenant that each individual executing this Contract on behalf of each party is a person duly authorized and empowered to execute Contract for such party.

16. CONFLICT OF INTEREST. Neither CONSULTANT nor any employees, agents, or subcontractors of CONSULTANT who will be assigned to this project, to the best of CONSULTANT'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this Contract. Should either party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict CITY may terminate the agreement immediately on the same conditions applicable when CONSULTANT fails to provide to CITY staff reports, exhibits, charts, etc. (See Section 7 hereof).

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

CITY OF AGOURA HILLS,
a Municipal Corporation

Kimberly M. Rodrigues, City Clerk
City of Agoura Hills

By: _____
Dan Kuperberg, Mayor
City of Agoura Hills

APPROVED AS TO FORM:

Craig Steele, City Attorney
City of Agoura Hills

CONSULTANT:

By: _____
Name, Title

EXHIBIT A
SCOPE OF SERVICES

Attachment B

CONFLICT OF INTEREST STATEMENT FOR CONSULTANTS

AS REQUIRED BY THE FAIR POLITICAL PRACTICES COMMISSION (FPPC)
UNDER CALIFORNIA GOVERNMENT CODE SECTION 87306

Consultants who make or participate in the making of decisions which may affect financial interests are required to file a Conflict of Interest Statement, Form 730 under Disclosure Category 1.

Consultant, as defined, "shall include any natural person who provides, under contract, information, advice, recommendation, or counsel to a state or local government agency, provided, however, that 'consultant' shall not include a person who:

1. Conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the agency or of any agency official, other than normal contract monitoring; and
2. Possesses no authority with respect to any agency decision beyond rendition of information, advice, recommendation or counsel."

Procedure

1. All Request for Proposals (RFP's) for Consultant services should include the following clause in the General Terms and Conditions:

Conflict of Interest Disclosure - In accordance with California Government Code Section 97306, the Consultant awarded a contract to provide the requested services, may be required to file a Conflict of Interest Statement, Form 730 no later than 30 days after execution of the contract, annually thereafter prior to April 30th of each year for the duration of the contract, and within 30 days of termination of the contract. Failure to file any required statements will result in withholding payment for services rendered.

2. Prior to award of a contract, a determination is made as to whether the Consultant who will be retained to provide certain services is required to file a Conflict of Interest Statement based on the definition of Consultant.
3. The Determination of Reporting Status for Consultant form (Attachment C) is completed by the Department.
4. Award of contract staff reports along with the Determination of Reporting Status for Consultants form are routed to the Support Services Administrator and the City Attorney's Office prior to submittal to the City Manager's Office. The staff report, Contract and Determination of Reporting Status for Consultants form are

then routed to the City Manager's office upon approval for contracts under \$15,000, and for inclusion on the City Council Agenda for contracts exceeding \$15,000.

5. The Department ensures that all Conflict of Interest filings by the Consultant are forwarded immediately to the City Clerk's office. The Department also does not authorize payment for services rendered until the proper Conflict of Interest filings have been completed.

Attachment C

DETERMINATION OF REPORTING STATUS FOR CONSULTANTS

NAME OF CONSULTANT:

ADDRESS

BRIEF DESCRIPTION OF DUTIES:

On the basis of an evaluation of duties:

_____ I find the consultant is exempt from filing a Conflict of Interest Statement, Form 700. Consultant will not participate in the decision making process.

_____ I find the consultant must file a Conflict of Interest Statement, Form 700, with full disclosure as called for under Category I.

_____ I find the consultant must file a Conflict of Interest Statement, Form 700, with disclosure under Category I as indicated below, based on limited range of responsibilities:

- _____ 1. Real property, any loan, any gift, or any income in which the consultant or spouse has an interest within the jurisdiction of the City of Agoura Hills as defined in this Code.
- _____ 2. Investments in business entities or income from sources which provide supplies, equipment or services of the type utilized by the department or division for which the Designated Employee is utilized.

PREPARED BY:

Name

Date

Title

APPROVED AS TO FORM:

CONCUR WITH DETERMINATION:

Craig Steele, City Attorney

Greg Ramirez, City Manager



City of Agoura Hills

REQUEST FOR QUALIFICATIONS/ PROPOSAL

FOR

**ROUNABOUT DESIGN SERVICES
AT INTERSECTION OF KANAN ROAD AND AGOURA ROAD**

Thank you for your interest to provide design services for a roundabout at the intersection of Kanan Road and Agoura Road in the City of Agoura Hills.

The Technical Qualifications Proposal and Cost Proposal must be submitted in separate envelopes clearly identified and marked:

“Request for Qualifications/ Proposal
Roundabout Design Services for Intersection of Kanan/Agoura Road
TECHNICAL QUALIFICATIONS/ PROPOSAL”; and

“Request for Proposal
Roundabout Design Services for Intersection of Kanan/Agoura Road
COST PROPOSAL”.

A pre-proposal meeting has been scheduled on **Wednesday, December 5, 2007 @ 10am** at Agoura Hills City Hall to elaborate and answer questions on the scope of work to be included in the contract. Attendance is strongly recommended to avoid any confusion with the City’s expectations regarding this project.

All proposals must be sealed and submitted on or before **2:00pm on Thursday, January 10, 2007**, to the following:

Ms. Kimberly Rodrigues
City Clerk
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

Oral interviews are anticipated for February 5-7, 2008, for those firms the City has deemed as responsive to the RFQ/ RFP and qualified to provide the desired services.

I. PROPOSAL PACKAGE

Project Description

In June 2006, the Agoura Hills City Council approved the Agoura Village Specific Plan, which included the concept of a roundabout at the Kanan/Agoura Road intersection. The City is regarded as the “Gateway to the Santa Monica Mountains,” and the roundabout will provide a unique focal point for motorists traveling to, from, and along the City’s southerly limits. In addition, the intersection upgrade will allow for improved flow of traffic, reduction in vehicular speeds, a decrease in potential accidents, an increase in pedestrian safety, and provide an opportunity for aesthetic enhancement; all points of importance to the City.

The Kanan/Agoura Road roundabout design project consists of designing a 2-lane roundabout. Preliminary studies have shown the need for a roundabout diameter of approximately 175-ft. Also, the northwest and northeast corners of the intersection are already built-out and fully improved, so one of the challenges of the design will be working within the physical limitations of this intersection. Transitions along each leg of the roundabout will be key to ensure that future developments can design extensions of Agoura Road to connect to the roundabout improvements. Another major constraint to be considered is the close proximity of the Kanan interchange, which is approximately 600-ft north of this intersection. Volume counts taken in 2006 indicate 20,000 ADT along Kanan Road, between Agoura Road and the 101-freeway. The roundabout must be designed to eliminate the potential for traffic to queue from the interchange into the roundabout. These issues, coupled with the high visibility of this project make it a challenging and sensitive priority for the City.

Proposal Submittal Guidelines

The proposal shall be limited to twenty-five (25) pages (including any appendix material). A cover letter shall guarantee that key personnel, or equally qualified replacements, will be committed to complete the tasks required to complete the design.

Five (5) copies of the proposal will be required with all copies having been signed by the company official with the power to bind the company in its proposal. To be considered, all proposals shall be completely responsive to the RFP. “Completely responsive” is hereby defined as meeting all requirements as outlined in Section II – *“Proposal Requirements.”*

The City of Agoura Hills does not recognize the U.S. Postal Service, or any other organization, as its agent for purposes of accepting proposals. All proposals received after the deadline will be rejected and returned unopened. No extensions will be granted.

All proposals will become the property of the City of Agoura Hills and will be made available for public inspection after an award is made or all proposals are rejected.

The City assumes no responsibility for any and all costs associated with preparing the proposals.

Rejections

All proposals will be reviewed to determine conformance with the RFP requirements. Any proposal that the City deems incomplete, conditional, or non-responsive to the requirements of the RFP may be rejected. The City reserves the right to reject any and all proposals as well.

Selection Procedure

The following is an outline of the procedures the City will use in the selection process:

- A. A Selection Committee is formed comprising of City personnel and, if the City chooses, other agency personnel.
- B. The Selection Committee reviews and evaluates the qualifications and proposals submitted by the consultants. The Selection Committee then conducts oral interviews with those firms whose proposals have met the minimum requirements of the RFP. The final determination of those firms that meet the minimum requirements is reserved for the City's sole discretion.
- C. Following oral interviews, the Selection Committee ranks the firms based on both the performance at the oral interview, and the completeness of the proposal, and makes a final recommendation.
- D. Negotiations will take place with the primary firm on the final scope of work, contract, and cost proposal.

Evaluation Criteria

The Selection Committee will evaluate the proposals based on the following criteria:

A. General Quality and Responsiveness of the Proposal

1. Responsiveness to the terms, conditions, and items of performance.
2. Presentation, completeness, and thoroughness of the proposal.
3. Grasp of the scope and design services to be performed.

B. Qualifications & Experience of Firm and Personnel

1. Qualification and experience of the key personnel that will be assigned to this project.
2. Experience and past performance for similar design services.
3. Verification of references.

C. Fee Proposal

Although cost is ultimately a factor for the final selection, no fee proposal will be reviewed until qualifications/proposals have been evaluated, oral interviews have been conducted, all firms have been ranked, and a final recommendation is made by the Selection Committee.

Time Schedule for RFP *

- | | |
|---------------------------------|-------------------------------|
| 1. Solicit for proposals | November 14, 2007 |
| 2. Pre-proposal Meeting | December 5, 2007 |
| 3. Proposal Deadline | January 10, 2008 |
| 4. Complete Review of Proposals | January 24, 2008 |
| 5. Oral Interviews | February 5-7, 2008 |
| 6. Negotiations | February 11 – 15, 2008 |
| 7. Award Contract | February 27, 2008 |

* Dates are subject to change at City's discretion.

Inquiries

Any questions pertaining to the RFP should be directed to the City Engineer at:

Ramiro S. Adeva III, PE
Phone: (818) 597-7353
Cell: (818) 597-7322
radeva@ci.agoura-hills.ca.us

II. PROPOSAL REQUIREMENTS

The proposal shall include the following:

1. **Understanding Scope of Services** – Please describe your understanding of the services to be performed and/ or the product to be provided.
2. **Methodology and work plan** – Please provide a brief description of the proposed work program and techniques to complete the scope of services. The work program should demonstrate your firm's ability to complete the design services in a professional and efficient manner.

3. **Experience and Qualification of Firm** – Please list similar services successfully accomplished within the last three (3) years.
4. **Key Personnel** – Please provide the names and qualifications of the key personnel assigned for this project. It is essential to have key personnel with experience doing roundabout design.
5. **References** – Provide a list of references from the past and current clients within the last three (3) years.
 - a) **Fee Proposal** – The fee proposal is considered a criteria, but is not the sole factor in the selection process. The consultant shall furnish a fee schedule for the design services. The fee schedule shall include the following:
 - Hourly rate for each personnel category and a breakdown of costs per task.
 - Any other additional charges to complete the services required of this contract.

III. CONTRACT TERMS

Professional Services Agreement

No agreement shall be binding upon the City until a formal Professional Services Agreement is completely executed by the Consultant, City Council, and approved by the City Attorney. Failure to execute and return the Professional Services Agreement and acceptable insurance documentations in a timely manner may be just cause for the City to rescind the contract offer. A copy of the Professional Services Agreement is attached as Attachment A.

Minimum Insurance Requirements

The Consultant shall, at its own expense, procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by the Consultants, its agent, representatives, employees, or subcontractors. Consultants shall also require all of its subcontractors assigned to the project to procure and maintain the same insurance requirement for the duration of the Contract. Specific insurance requirements are outlined in the Professional Services Agreement (attached hereon as Attachment A).

Conflict of Interest

It shall be the duty of the Consultant to comply with all applicable State and federal laws relating to prohibited conflicts of interest. As part of its response to this RFP, the Consultant shall disclose in writing any financial, business, employment or other relationships with the City or with any of its officers, employees, or agents that are or were in existence during the twelve (12) calendar months immediately preceding, and

including, the date the Consultant's response to the RFP is filed. In addition, the Consultant shall disclose in writing any financial, business, employment or other relationships with any contractor or engineer who may have a financial interest in securing design and/or construction contracts for the project. The Consultant shall have a continuing obligation to keep the foregoing disclosures current and up-to-date during the term of this contract, and the Contractor's failure to timely disclose the existence of such a relationship shall be grounds for immediate termination of the contract. For the form of the required disclosures, please see Attachments B and C.

Permits and Local Licenses

The Consultant shall obtain and pay for a business registration as necessitated for doing work within the City of Agoura Hills. Valid licensure shall be in place for the life of the contract as stipulated in the executed Professional Services Agreement.

IV. PROPOSED SCOPE OF SERVICES

The consultant's services shall include, but not be limited to, the following:

1. Project Administration and Management: The selected firm will be responsible for communicating regularly with City staff on the progress of the design. Communication with City staff will be key in the timely review and approval of the final design. A project schedule will need to be maintained by the selected firm throughout the duration of the design to ensure the timely completion of the design plans, specifications, and estimates.
2. Selected firm is responsible for gathering the necessary data to complete the design. This includes, but is not limited to, record plan research, utility research, field investigations, right-of-way investigations, field survey, etc.
3. Prepare conceptual roundabout layouts, using a 1"= 40' scale, to be reviewed and approved by City staff. Conceptual layouts are necessary to ensure all specific design concerns are identified and addressed prior to starting the final design.
4. Progress Meetings: In addition to the communication efforts as listed in item #1 above, progress meetings between the consultant and City staff shall be made at the 35%, 65% 95%, and Final design stages. This also allows for immediate identification of unforeseen design issues, and the prompt resolution of such issues.

Plans shall include, among other things, vertical and horizontal geometrics, pavement sections, drainage layout, utility layout, landscaping/ aesthetic-appeal concepts, cross-sections, details, signing and striping, right-of-way, property/ boundary lines (existing and proposed), street lighting, demolition plan, pavement transitions, etc.

5. Deliverables: in addition to the project plans, consultant is responsible for preparing studies, models, visuals, legal documents such as: hydrology/drainage reports, geotechnical reports, traffic simulation models, truck traffic turning templates, traffic counts, legal descriptions/ exhibits for right-of-way issues, etc.
6. Informational Meetings (Public Relations): Consultant will be responsible for coordinating a public information session (includes, among other things, preparation of exhibits, handouts, cost estimates, anticipated construction schedules, etc) where the public will be invited to ask questions about the project. The date, time, and location of such an event will need to be coordinated with City staff.

In addition, consultant will be prepared to provide updates to the to groups such as the City Council, Agoura Village subcommittee, etc.

Attachment A

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
WITH THE CITY OF AGOURA HILLS FOR
ROUNDBOUT AT THE INTERSECTION OF KANAN ROAD AND AGOURA ROAD**

NAME OF CONSULTANT: _____

RESPONSIBLE PRINCIPAL
OF CONSULTANT: _____
Name

Title

CONSULTANT'S ADDRESS: _____

COMMENCEMENT DATE: March 1, 2008

TERMINATION DATE: March 1, 2009

SAMPLE

**CONTRACT WITH THE CITY OF AGOURA HILLS
AND**

**FOR PROFESSIONAL DESIGN SERVICES OF
ROUNDBOUT AT THE INTERSECTION OF KANAN ROAD AND AGOURA HILLS**

THIS CONTRACT, is made and entered into in the CITY of Agoura Hills on this 1st day of March 2008, by and between CITY OF AGOURA HILLS, a municipal corporation, herein after referred to as CITY, and _____, hereinafter referred to as "CONSULTANT"

W I T N E S S E T H:

WHEREAS, CITY desires to obtain the services of a competent and experienced CONSULTANT to perform related professional duties as set forth in Exhibit "A" attached and made a part of this agreement; and

WHEREAS, CONSULTANT possesses the required competence and experience and is available to provide the required service for the period of this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of this Contract shall be from March 1, 2008, until March 1, 2009, unless otherwise approved by the City Engineer.

2. **CITY'S OBLIGATIONS.** After CONSULTANT has performed the services as specified in this Contract, CITY will pay, and CONSULTANT shall receive, payments based upon the actual services received by CITY and the fees charged by CONSULTANT at the rates established as shown in Exhibit "B" attached hereto and made a part of this Agreement.

Payments to the CONSULTANT shall be made within 30 days after receipt of an original invoice from the CONSULTANT and acceptance of the services.

3. **CONSULTANT'S OBLIGATIONS.** For and in consideration of the payments and agreements herein, aforementioned to be made and performed by CITY, CONSULTANT agrees with CITY to furnish the services and to do everything required by this CONTRACT, the scope of work attached hereto as Exhibit "A", and the Proposal submitted by the CONSULTANT. Without limiting the generality of the foregoing, CONSULTANT represents on behalf of itself and all subcontractors engaged for the performance of this Contract that only persons authorized to work in the United States, pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws, shall be employed in the performance of the work hereunder.

4. **HOLD HARMLESS AND INDEMNIFICATION.** CONSULTANT agrees to defend, indemnify, and hold harmless CITY, its officials, officers, employees, representatives, and agents, from and against any and all claims, lawsuits, liabilities or damages of whatsoever nature arising out of or in connection with any intentional misconduct or negligent act or omission of CONSULTANT, its agents, employees, and subcontractors of any tier and employees thereof in connection with the performance or non-performance of this Contract. The CONSULTANT shall thoroughly investigate any and all claims

and indemnify the CITY and do whatever is necessary to protect the CITY, its officials, officers, employees, agents, and representatives as to any such claims, lawsuits, liabilities, expenses, or damages.

5. INSURANCE. CONSULTANT shall furnish CITY with proof of the following minimum insurance coverages prior to the execution hereof:

- | | | | |
|----|---|-------------|-----------------------|
| a) | General Comprehensive Liability (must be written on an occurrence form and include bodily injury, property damage) | \$1,000,000 | Combined single limit |
| b) | Automobile Liability for owned autos and non-owned/hired autos (must be written on an occurrence form) | \$1,000,000 | |
| c) | Professional Liability/Errors & Omissions | \$2,000,000 | |
| d) | Worker's Compensation | \$ 250,000 | Statutory |

Coverage 5.a) and b) shall also include a CITY approved endorsement form or a copy of insurance policies providing an additional insured endorsement covering the CITY, its agents and employees, and all of the foregoing insurance shall include an unequivocal clause stating that none of the required insurance shall be canceled or materially changed without 30 days prior written notice to the CITY. For coverage 5.a) and b) a CITY-approved endorsement or certified copy of insurance policies providing coverage shall be submitted to and approved prior to commencement of any work.

6 AMENDMENTS. Any amendment, modification, or variation from the terms of this Contract shall be in writing and shall be effective only upon approval by the City Engineer of the CITY.

7. TERMINATION. CONSULTANT may not terminate this Contract except upon 30 days written notice, and upon receiving the prior written consent of CITY, which shall not be withheld unreasonably. CITY may terminate this Contract without cause, upon thirty (30) days written notice to CONSULTANT in which case CONSULTANT shall be entitled to receive compensation for the reasonable value of CONSULTANT'S services performed through the termination date. Furthermore, if, during the term of this Contract, CITY determines that CONSULTANT is not faithfully abiding by any term or condition contained herein, CITY may notify CONSULTANT in writing of such defect or failure to perform; such notice must give CONSULTANT a 24-hour notice of time thereafter in which to perform said work or cure the deficiency. If CONSULTANT has not performed the work or cured the deficiency within the time specified in the notice, or if a similar failure to perform or deficiency is repeated, such shall constitute a breach of this Contract and CITY may terminate this Contract immediately by written notice to CONSULTANT to said effect. In said event, CONSULTANT shall be entitled to the reasonable value of its services performed up to the day it received CITY's Notice of Termination, minus any offset from such payment representing the CITY's damages from such breach. Failure of CONSULTANT to provide CITY staff reports, exhibits, charts, graphs, and other written material, which meets or exceeds reasonable professional standards, shall cause damages which are unascertainable at the inception hereof, entitling CITY to offset any payments due on the contract in the form of liquidated damages not exceeding the balance due on the contract, and not as a penalty. CITY reserves the right to delay any post-termination payment until completion or confirmed abandonment of the project, as may be determined in the CITY's sole discretion, so as to permit a full and complete

accounting of costs. In no event shall CONSULTANT be entitled to receive in excess of the compensation quoted in its proposal/bid.

8. INCORPORATION BY REFERENCE. The Request for Proposal and the Proposal Submission are hereby incorporated in and made a part of this Contract. In the event of a conflict the priority of documents shall be: (1) This Agreement; (2) Request for Proposal; (3) Proposal Submission.

The City assumes all ownership rights of the final documents.

9. ASSIGNMENT/SUCCESSORS. Neither party hereto shall assign any of the benefits or burdens hereunder without the prior written consent of the other party hereto. Assigns and successors to the parties hereto shall be bound by the provisions hereof.

10. COMPLETE AGREEMENT. This written Contract, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

11. TIME OF PERFORMANCE. Time of completion of the roundabout design shall be completed within 261 working days from the start date of this contract (March 1, 2008). Any delays or extensions of the time of performance shall be requested in writing to the City Engineer, and no delay/extension is acceptable without the prior approval of the City Engineer. Liquidated damages shall be enforced in the amount of \$1,000 per day for any additional days, unless otherwise approved by the City Engineer.

12. ANTI-DISCRIMINATION. In the performance of the terms of this Contract, CONSULTANT agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to Labor Code Section 1735.

13. AUDIT. CITY shall have the option of inspecting and/or auditing all records and other written materials used by CONSULTANT in preparing its statements to CITY as a condition precedent to any payment to CONSULTANT.

14. NOTICE. All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

CITY: Ramiro Adeva, City Engineer
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

CONSULTANT: _____

15. AUTHORITY TO EXECUTE AGREEMENT. Both CITY and CONSULTANT do covenant that each individual executing this Contract on behalf of each party is a person duly authorized and empowered to execute Contract for such party.

16. CONFLICT OF INTEREST. Neither CONSULTANT nor any employees, agents, or subcontractors of CONSULTANT who will be assigned to this project, to the best of CONSULTANT'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this Contract. Should either party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict CITY may terminate the agreement immediately on the same conditions applicable when CONSULTANT fails to provide to CITY staff reports, exhibits, charts, etc. (See Section 7 hereof).

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

CITY OF AGOURA HILLS,
a Municipal Corporation

Kimberly M. Rodrigues, City Clerk
City of Agoura Hills

By: _____
Dan Kuperberg, Mayor
City of Agoura Hills

APPROVED AS TO FORM:

Craig Steele, City Attorney
City of Agoura Hills

CONSULTANT:

By: _____
Name, Title

EXHIBIT A
SCOPE OF SERVICES

Attachment B

CONFLICT OF INTEREST STATEMENT FOR CONSULTANTS

AS REQUIRED BY THE FAIR POLITICAL PRACTICES COMMISSION (FPPC)
UNDER CALIFORNIA GOVERNMENT CODE SECTION 87306

Consultants who make or participate in the making of decisions which may affect financial interests are required to file a Conflict of Interest Statement, Form 730 under Disclosure Category 1.

Consultant, as defined, "shall include any natural person who provides, under contract, information, advice, recommendation, or counsel to a state or local government agency, provided, however, that 'consultant' shall not include a person who:

1. Conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the agency or of any agency official, other than normal contract monitoring; and
2. Possesses no authority with respect to any agency decision beyond rendition of information, advice, recommendation or counsel."

Procedure

1. All Request for Proposals (RFP's) for Consultant services should include the following clause in the General Terms and Conditions:

Conflict of Interest Disclosure - In accordance with California Government Code Section 97306, the Consultant awarded a contract to provide the requested services, may be required to file a Conflict of Interest Statement, Form 730 no later than 30 days after execution of the contract, annually thereafter prior to April 30th of each year for the duration of the contract, and within 30 days of termination of the contract. Failure to file any required statements will result in withholding payment for services rendered.

2. Prior to award of a contract, a determination is made as to whether the Consultant who will be retained to provide certain services is required to file a Conflict of Interest Statement based on the definition of Consultant.
3. The Determination of Reporting Status for Consultant form (Attachment C) is completed by the Department.
4. Award of contract staff reports along with the Determination of Reporting Status for Consultants form are routed to the Support Services Administrator and the City Attorney's Office prior to submittal to the City Manager's Office. The staff report, Contract and Determination of Reporting Status for Consultants form are

then routed to the City Manager's office upon approval for contracts under \$15,000, and for inclusion on the City Council Agenda for contracts exceeding \$15,000.

5. The Department ensures that all Conflict of Interest filings by the Consultant are forwarded immediately to the City Clerk's office. The Department also does not authorize payment for services rendered until the proper Conflict of Interest filings have been completed.

Attachment C

DETERMINATION OF REPORTING STATUS FOR CONSULTANTS

NAME OF CONSULTANT:

ADDRESS

BRIEF DESCRIPTION OF DUTIES:

On the basis of an evaluation of duties:

_____ I find the consultant is exempt from filing a Conflict of Interest Statement, Form 700. Consultant will not participate in the decision making process.

_____ I find the consultant must file a Conflict of Interest Statement, Form 700, with full disclosure as called for under Category I.

_____ I find the consultant must file a Conflict of Interest Statement, Form 700, with disclosure under Category I as indicated below, based on limited range of responsibilities:

- _____ 1. Real property, any loan, any gift, or any income in which the consultant or spouse has an interest within the jurisdiction of the City of Agoura Hills as defined in this Code.
- _____ 2. Investments in business entities or income from sources which provide supplies, equipment or services of the type utilized by the department or division for which the Designated Employee is utilized.

PREPARED BY:

Name Date

Title

APPROVED AS TO FORM:

CONCUR WITH DETERMINATION:

Craig Steele, City Attorney

Greg Ramirez, City Manager



City of Agoura Hills

REQUEST FOR QUALIFICATIONS/ PROPOSAL

FOR

**ROUNDAABOUT DESIGN SERVICES
AT INTERSECTION OF KANAN ROAD AND AGOURA ROAD**

Thank you for your interest to provide design services for a roundabout at the intersection of Kanan Road and Agoura Road in the City of Agoura Hills.

The Technical Qualifications Proposal and Cost Proposal must be submitted in separate envelopes clearly identified and marked:

“Request for Qualifications/ Proposal
Roundabout Design Services for Intersection of Kanan/Agoura Road
TECHNICAL QUALIFICATIONS/ PROPOSAL”; and

“Request for Proposal
Roundabout Design Services for Intersection of Kanan/Agoura Road
COST PROPOSAL”.

A pre-proposal meeting has been scheduled on **Wednesday, December 5, 2007 @ 10am** at Agoura Hills City Hall to elaborate and answer questions on the scope of work to be included in the contract. Attendance is strongly recommended to avoid any confusion with the City’s expectations regarding this project.

All proposals must be sealed and submitted on or before **2:00pm on Thursday, January 10, 2007**, to the following:

Ms. Kimberly Rodrigues
City Clerk
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

Oral interviews are anticipated for February 5-7, 2008, for those firms the City has deemed as responsive to the RFQ/ RFP and qualified to provide the desired services.

I. PROPOSAL PACKAGE

Project Description

In June 2006, the Agoura Hills City Council approved the Agoura Village Specific Plan, which included the concept of a roundabout at the Kanan/Agoura Road intersection. The City is regarded as the “Gateway to the Santa Monica Mountains,” and the roundabout will provide a unique focal point for motorists traveling to, from, and along the City’s southerly limits. In addition, the intersection upgrade will allow for improved flow of traffic, reduction in vehicular speeds, a decrease in potential accidents, an increase in pedestrian safety, and provide an opportunity for aesthetic enhancement; all points of importance to the City.

The Kanan/Agoura Road roundabout design project consists of designing a 2-lane roundabout. Preliminary studies have shown the need for a roundabout diameter of approximately 175-ft. Also, the northwest and northeast corners of the intersection are already built-out and fully improved, so one of the challenges of the design will be working within the physical limitations of this intersection. Transitions along each leg of the roundabout will be key to ensure that future developments can design extensions of Agoura Road to connect to the roundabout improvements. Another major constraint to be considered is the close proximity of the Kanan interchange, which is approximately 600-ft north of this intersection. Volume counts taken in 2006 indicate 20,000 ADT along Kanan Road, between Agoura Road and the 101-freeway. The roundabout must be designed to eliminate the potential for traffic to queue from the interchange into the roundabout. These issues, coupled with the high visibility of this project make it a challenging and sensitive priority for the City.

Proposal Submittal Guidelines

The proposal shall be limited to twenty-five (25) pages (including any appendix material). A cover letter shall guarantee that key personnel, or equally qualified replacements, will be committed to complete the tasks required to complete the design.

Five (5) copies of the proposal will be required with all copies having been signed by the company official with the power to bind the company in its proposal. To be considered, all proposals shall be completely responsive to the RFP. “Completely responsive” is hereby defined as meeting all requirements as outlined in Section II – *“Proposal Requirements.”*

The City of Agoura Hills does not recognize the U.S. Postal Service, or any other organization, as its agent for purposes of accepting proposals. All proposals received after the deadline will be rejected and returned unopened. No extensions will be granted.

All proposals will become the property of the City of Agoura Hills and will be made available for public inspection after an award is made or all proposals are rejected.

The City assumes no responsibility for any and all costs associated with preparing the proposals.

Rejections

All proposals will be reviewed to determine conformance with the RFP requirements. Any proposal that the City deems incomplete, conditional, or non-responsive to the requirements of the RFP may be rejected. The City reserves the right to reject any and all proposals as well.

Selection Procedure

The following is an outline of the procedures the City will use in the selection process:

- A. A Selection Committee is formed comprising of City personnel and, if the City chooses, other agency personnel.
- B. The Selection Committee reviews and evaluates the qualifications and proposals submitted by the consultants. The Selection Committee then conducts oral interviews with those firms whose proposals have met the minimum requirements of the RFP. The final determination of those firms that meet the minimum requirements is reserved for the City's sole discretion.
- C. Following oral interviews, the Selection Committee ranks the firms based on both the performance at the oral interview, and the completeness of the proposal, and makes a final recommendation.
- D. Negotiations will take place with the primary firm on the final scope of work, contract, and cost proposal.

Evaluation Criteria

The Selection Committee will evaluate the proposals based on the following criteria:

A. General Quality and Responsiveness of the Proposal

1. Responsiveness to the terms, conditions, and items of performance.
2. Presentation, completeness, and thoroughness of the proposal.
3. Grasp of the scope and design services to be performed.

B. Qualifications & Experience of Firm and Personnel

1. Qualification and experience of the key personnel that will be assigned to this project.
2. Experience and past performance for similar design services.
3. Verification of references.

C. Fee Proposal

Although cost is ultimately a factor for the final selection, no fee proposal will be reviewed until qualifications/proposals have been evaluated, oral interviews have been conducted, all firms have been ranked, and a final recommendation is made by the Selection Committee.

Time Schedule for RFP *

- | | |
|---------------------------------|-------------------------------|
| 1. Solicit for proposals | November 14, 2007 |
| 2. Pre-proposal Meeting | December 5, 2007 |
| 3. Proposal Deadline | January 10, 2008 |
| 4. Complete Review of Proposals | January 24, 2008 |
| 5. Oral Interviews | February 5-7, 2008 |
| 6. Negotiations | February 11 – 15, 2008 |
| 7. Award Contract | February 27, 2008 |

* Dates are subject to change at City's discretion.

Inquiries

Any questions pertaining to the RFP should be directed to the City Engineer at:

Ramiro S. Adeva III, PE
Phone: (818) 597-7353
Cell: (818) 597-7322
radeva@ci.agoura-hills.ca.us

II. PROPOSAL REQUIREMENTS

The proposal shall include the following:

1. **Understanding Scope of Services** – Please describe your understanding of the services to be performed and/ or the product to be provided.
2. **Methodology and work plan** – Please provide a brief description of the proposed work program and techniques to complete the scope of services. The work program should demonstrate your firm's ability to complete the design services in a professional and efficient manner.

3. **Experience and Qualification of Firm** – Please list similar services successfully accomplished within the last three (3) years.
4. **Key Personnel** – Please provide the names and qualifications of the key personnel assigned for this project. It is essential to have key personnel with experience doing roundabout design.
5. **References** – Provide a list of references from the past and current clients within the last three (3) years.
 - a) **Fee Proposal** – The fee proposal is considered a criteria, but is not the sole factor in the selection process. The consultant shall furnish a fee schedule for the design services. The fee schedule shall include the following:
 - Hourly rate for each personnel category and a breakdown of costs per task.
 - Any other additional charges to complete the services required of this contract.

III. CONTRACT TERMS

Professional Services Agreement

No agreement shall be binding upon the City until a formal Professional Services Agreement is completely executed by the Consultant, City Council, and approved by the City Attorney. Failure to execute and return the Professional Services Agreement and acceptable insurance documentations in a timely manner may be just cause for the City to rescind the contract offer. A copy of the Professional Services Agreement is attached as Attachment A.

Minimum Insurance Requirements

The Consultant shall, at its own expense, procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by the Consultants, its agent, representatives, employees, or subcontractors. Consultants shall also require all of its subcontractors assigned to the project to procure and maintain the same insurance requirement for the duration of the Contract. Specific insurance requirements are outlined in the Professional Services Agreement (attached hereon as Attachment A).

Conflict of Interest

It shall be the duty of the Consultant to comply with all applicable State and federal laws relating to prohibited conflicts of interest. As part of its response to this RFP, the Consultant shall disclose in writing any financial, business, employment or other relationships with the City or with any of its officers, employees, or agents that are or were in existence during the twelve (12) calendar months immediately preceding, and

including, the date the Consultant's response to the RFP is filed. In addition, the Consultant shall disclose in writing any financial, business, employment or other relationships with any contractor or engineer who may have a financial interest in securing design and/or construction contracts for the project. The Consultant shall have a continuing obligation to keep the foregoing disclosures current and up-to-date during the term of this contract, and the Contractor's failure to timely disclose the existence of such a relationship shall be grounds for immediate termination of the contract. For the form of the required disclosures, please see Attachments B and C.

Permits and Local Licenses

The Consultant shall obtain and pay for a business registration as necessitated for doing work within the City of Agoura Hills. Valid licensure shall be in place for the life of the contract as stipulated in the executed Professional Services Agreement.

IV. PROPOSED SCOPE OF SERVICES

The consultant's services shall include, but not be limited to, the following:

1. Project Administration and Management: The selected firm will be responsible for communicating regularly with City staff on the progress of the design. Communication with City staff will be key in the timely review and approval of the final design. A project schedule will need to be maintained by the selected firm throughout the duration of the design to ensure the timely completion of the design plans, specifications, and estimates.
2. Selected firm is responsible for gathering the necessary data to complete the design. This includes, but is not limited to, record plan research, utility research, field investigations, right-of-way investigations, field survey, etc.
3. Prepare conceptual roundabout layouts, using a 1"= 40' scale, to be reviewed and approved by City staff. Conceptual layouts are necessary to ensure all specific design concerns are identified and addressed prior to starting the final design.
4. Progress Meetings: In addition to the communication efforts as listed in item #1 above, progress meetings between the consultant and City staff shall be made at the 35%, 65% 95%, and Final design stages. This also allows for immediate identification of unforeseen design issues, and the prompt resolution of such issues.

Plans shall include, among other things, vertical and horizontal geometrics, pavement sections, drainage layout, utility layout, landscaping/ aesthetic-appeal concepts, cross-sections, details, signing and striping, right-of-way, property/ boundary lines (existing and proposed), street lighting, demolition plan, pavement transitions, etc.

5. Deliverables: in addition to the project plans, consultant is responsible for preparing studies, models, visuals, legal documents such as: hydrology/drainage reports, geotechnical reports, traffic simulation models, truck traffic turning templates, traffic counts, legal descriptions/ exhibits for right-of-way issues, etc.
6. Informational Meetings (Public Relations): Consultant will be responsible for coordinating a public information session (includes, among other things, preparation of exhibits, handouts, cost estimates, anticipated construction schedules, etc) where the public will be invited to ask questions about the project. The date, time, and location of such an event will need to be coordinated with City staff.

In addition, consultant will be prepared to provide updates to the to groups such as the City Council, Agoura Village subcommittee, etc.

Attachment A

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
WITH THE CITY OF AGOURA HILLS FOR
ROUNDBOUT AT THE INTERSECTION OF KANAN ROAD AND AGOURA ROAD**

NAME OF CONSULTANT: _____

RESPONSIBLE PRINCIPAL
OF CONSULTANT: _____
Name

Title

CONSULTANT'S ADDRESS: _____

COMMENCEMENT DATE: March 1, 2008

TERMINATION DATE: March 1, 2009

SAMPLE

**CONTRACT WITH THE CITY OF AGOURA HILLS
AND**

**FOR PROFESSIONAL DESIGN SERVICES OF
ROUNDBOUT AT THE INTERSECTION OF KANAN ROAD AND AGOURA HILLS**

THIS CONTRACT, is made and entered into in the CITY of Agoura Hills on this 1st day of March 2008, by and between CITY OF AGOURA HILLS, a municipal corporation, herein after referred to as CITY, and _____, hereinafter referred to as "CONSULTANT"

W I T N E S S E T H:

WHEREAS, CITY desires to obtain the services of a competent and experienced CONSULTANT to perform related professional duties as set forth in Exhibit "A" attached and made a part of this agreement; and

WHEREAS, CONSULTANT possesses the required competence and experience and is available to provide the required service for the period of this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of this Contract shall be from March 1, 2008, until March 1, 2009, unless otherwise approved by the City Engineer.

2. **CITY'S OBLIGATIONS.** After CONSULTANT has performed the services as specified in this Contract, CITY will pay, and CONSULTANT shall receive, payments based upon the actual services received by CITY and the fees charged by CONSULTANT at the rates established as shown in Exhibit "B" attached hereto and made a part of this Agreement.

Payments to the CONSULTANT shall be made within 30 days after receipt of an original invoice from the CONSULTANT and acceptance of the services.

3. **CONSULTANT'S OBLIGATIONS.** For and in consideration of the payments and agreements herein, aforementioned to be made and performed by CITY, CONSULTANT agrees with CITY to furnish the services and to do everything required by this CONTRACT, the scope of work attached hereto as Exhibit "A", and the Proposal submitted by the CONSULTANT. Without limiting the generality of the foregoing, CONSULTANT represents on behalf of itself and all subcontractors engaged for the performance of this Contract that only persons authorized to work in the United States, pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws, shall be employed in the performance of the work hereunder.

4. **HOLD HARMLESS AND INDEMNIFICATION.** CONSULTANT agrees to defend, indemnify, and hold harmless CITY, its officials, officers, employees, representatives, and agents, from and against any and all claims, lawsuits, liabilities or damages of whatsoever nature arising out of or in connection with any intentional misconduct or negligent act or omission of CONSULTANT, its agents, employees, and subcontractors of any tier and employees thereof in connection with the performance or non-performance of this Contract. The CONSULTANT shall thoroughly investigate any and all claims

and indemnify the CITY and do whatever is necessary to protect the CITY, its officials, officers, employees, agents, and representatives as to any such claims, lawsuits, liabilities, expenses, or damages.

5. INSURANCE. CONSULTANT shall furnish CITY with proof of the following minimum insurance coverages prior to the execution hereof:

- | | | | |
|----|---|-------------|-----------------------|
| a) | General Comprehensive Liability (must be written on an occurrence form and include bodily injury, property damage) | \$1,000,000 | Combined single limit |
| b) | Automobile Liability for owned autos and non-owned/hired autos (must be written on an occurrence form) | \$1,000,000 | |
| c) | Professional Liability/Errors & Omissions | \$2,000,000 | |
| d) | Worker's Compensation | \$ 250,000 | Statutory |

Coverage 5.a) and b) shall also include a CITY approved endorsement form or a copy of insurance policies providing an additional insured endorsement covering the CITY, its agents and employees, and all of the foregoing insurance shall include an unequivocal clause stating that none of the required insurance shall be canceled or materially changed without 30 days prior written notice to the CITY. For coverage 5.a) and b) a CITY-approved endorsement or certified copy of insurance policies providing coverage shall be submitted to and approved prior to commencement of any work.

6 AMENDMENTS. Any amendment, modification, or variation from the terms of this Contract shall be in writing and shall be effective only upon approval by the City Engineer of the CITY.

7. TERMINATION. CONSULTANT may not terminate this Contract except upon 30 days written notice, and upon receiving the prior written consent of CITY, which shall not be withheld unreasonably. CITY may terminate this Contract without cause, upon thirty (30) days written notice to CONSULTANT in which case CONSULTANT shall be entitled to receive compensation for the reasonable value of CONSULTANT'S services performed through the termination date. Furthermore, if, during the term of this Contract, CITY determines that CONSULTANT is not faithfully abiding by any term or condition contained herein, CITY may notify CONSULTANT in writing of such defect or failure to perform; such notice must give CONSULTANT a 24-hour notice of time thereafter in which to perform said work or cure the deficiency. If CONSULTANT has not performed the work or cured the deficiency within the time specified in the notice, or if a similar failure to perform or deficiency is repeated, such shall constitute a breach of this Contract and CITY may terminate this Contract immediately by written notice to CONSULTANT to said effect. In said event, CONSULTANT shall be entitled to the reasonable value of its services performed up to the day it received CITY's Notice of Termination, minus any offset from such payment representing the CITY's damages from such breach. Failure of CONSULTANT to provide CITY staff reports, exhibits, charts, graphs, and other written material, which meets or exceeds reasonable professional standards, shall cause damages which are unascertainable at the inception hereof, entitling CITY to offset any payments due on the contract in the form of liquidated damages not exceeding the balance due on the contract, and not as a penalty. CITY reserves the right to delay any post-termination payment until completion or confirmed abandonment of the project, as may be determined in the CITY's sole discretion, so as to permit a full and complete

accounting of costs. In no event shall CONSULTANT be entitled to receive in excess of the compensation quoted in its proposal/bid.

8. INCORPORATION BY REFERENCE. The Request for Proposal and the Proposal Submission are hereby incorporated in and made a part of this Contract. In the event of a conflict the priority of documents shall be: (1) This Agreement; (2) Request for Proposal; (3) Proposal Submission.

The City assumes all ownership rights of the final documents.

9. ASSIGNMENT/SUCCESSORS. Neither party hereto shall assign any of the benefits or burdens hereunder without the prior written consent of the other party hereto. Assigns and successors to the parties hereto shall be bound by the provisions hereof.

10. COMPLETE AGREEMENT. This written Contract, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

11. TIME OF PERFORMANCE. Time of completion of the roundabout design shall be completed within 261 working days from the start date of this contract (March 1, 2008). Any delays or extensions of the time of performance shall be requested in writing to the City Engineer, and no delay/extension is acceptable without the prior approval of the City Engineer. Liquidated damages shall be enforced in the amount of \$1,000 per day for any additional days, unless otherwise approved by the City Engineer.

12. ANTI-DISCRIMINATION. In the performance of the terms of this Contract, CONSULTANT agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to Labor Code Section 1735.

13. AUDIT. CITY shall have the option of inspecting and/or auditing all records and other written materials used by CONSULTANT in preparing its statements to CITY as a condition precedent to any payment to CONSULTANT.

14. NOTICE. All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

CITY: Ramiro Adeva, City Engineer
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

CONSULTANT: _____

15. AUTHORITY TO EXECUTE AGREEMENT. Both CITY and CONSULTANT do covenant that each individual executing this Contract on behalf of each party is a person duly authorized and empowered to execute Contract for such party.

16. CONFLICT OF INTEREST. Neither CONSULTANT nor any employees, agents, or subcontractors of CONSULTANT who will be assigned to this project, to the best of CONSULTANT'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this Contract. Should either party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict CITY may terminate the agreement immediately on the same conditions applicable when CONSULTANT fails to provide to CITY staff reports, exhibits, charts, etc. (See Section 7 hereof).

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

CITY OF AGOURA HILLS,
a Municipal Corporation

Kimberly M. Rodrigues, City Clerk
City of Agoura Hills

By: _____
Dan Kuperberg, Mayor
City of Agoura Hills

APPROVED AS TO FORM:

Craig Steele, City Attorney
City of Agoura Hills

CONSULTANT:

By: _____
Name, Title

EXHIBIT A
SCOPE OF SERVICES

Attachment B

CONFLICT OF INTEREST STATEMENT FOR CONSULTANTS

AS REQUIRED BY THE FAIR POLITICAL PRACTICES COMMISSION (FPPC)
UNDER CALIFORNIA GOVERNMENT CODE SECTION 87306

Consultants who make or participate in the making of decisions which may affect financial interests are required to file a Conflict of Interest Statement, Form 730 under Disclosure Category 1.

Consultant, as defined, "shall include any natural person who provides, under contract, information, advice, recommendation, or counsel to a state or local government agency, provided, however, that 'consultant' shall not include a person who:

1. Conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the agency or of any agency official, other than normal contract monitoring; and
2. Possesses no authority with respect to any agency decision beyond rendition of information, advice, recommendation or counsel."

Procedure

1. All Request for Proposals (RFP's) for Consultant services should include the following clause in the General Terms and Conditions:

Conflict of Interest Disclosure - In accordance with California Government Code Section 97306, the Consultant awarded a contract to provide the requested services, may be required to file a Conflict of Interest Statement, Form 730 no later than 30 days after execution of the contract, annually thereafter prior to April 30th of each year for the duration of the contract, and within 30 days of termination of the contract. Failure to file any required statements will result in withholding payment for services rendered.

2. Prior to award of a contract, a determination is made as to whether the Consultant who will be retained to provide certain services is required to file a Conflict of Interest Statement based on the definition of Consultant.
3. The Determination of Reporting Status for Consultant form (Attachment C) is completed by the Department.
4. Award of contract staff reports along with the Determination of Reporting Status for Consultants form are routed to the Support Services Administrator and the City Attorney's Office prior to submittal to the City Manager's Office. The staff report, Contract and Determination of Reporting Status for Consultants form are

then routed to the City Manager's office upon approval for contracts under \$15,000, and for inclusion on the City Council Agenda for contracts exceeding \$15,000.

5. The Department ensures that all Conflict of Interest filings by the Consultant are forwarded immediately to the City Clerk's office. The Department also does not authorize payment for services rendered until the proper Conflict of Interest filings have been completed.

Attachment C

DETERMINATION OF REPORTING STATUS FOR CONSULTANTS

NAME OF CONSULTANT:

ADDRESS

BRIEF DESCRIPTION OF DUTIES:

On the basis of an evaluation of duties:

_____ I find the consultant is exempt from filing a Conflict of Interest Statement, Form 700. Consultant will not participate in the decision making process.

_____ I find the consultant must file a Conflict of Interest Statement, Form 700, with full disclosure as called for under Category I.

_____ I find the consultant must file a Conflict of Interest Statement, Form 700, with disclosure under Category I as indicated below, based on limited range of responsibilities:

- _____ 1. Real property, any loan, any gift, or any income in which the consultant or spouse has an interest within the jurisdiction of the City of Agoura Hills as defined in this Code.
- _____ 2. Investments in business entities or income from sources which provide supplies, equipment or services of the type utilized by the department or division for which the Designated Employee is utilized.

PREPARED BY:

Name Date

Title

APPROVED AS TO FORM:

CONCUR WITH DETERMINATION:

Craig Steele, City Attorney

Greg Ramirez, City Manager