

City of West Hollywood

Community Development Department

Request for Proposal (RFP) *Historic Preservation Consultant Services*

Release Date: July 18, 2016

PROJECT DESCRIPTION

The City of West Hollywood invites qualified consulting individuals and firms to respond to a Request for Proposal (RFP) to place an individual consultant with the City of West Hollywood to provide on-site staff support services and technical expertise on an approximately 20 hour per week basis for a period of one year.

The scope of work will include:

- Provide education and training opportunities for City staff members and Historic Preservation Commissioners; and
- Provide expertise to other City staff regarding Historic Preservation matters as needed.
- Work with City staff to review project cases pertaining to Historic Preservation, and provide expertise and analysis on Certificate of Appropriateness application review, Rehabilitation Incentive requests, Mills Act Contracts, and related projects;
- Review materials and provide expertise, analysis, and make recommendations on Cultural Resource Designation Nominations;
- Conduct site visits when necessary relative to assigned projects;
- Work with City staff to prepare documentation, staff reports and resolutions for Historic Preservation Commission, Planning Commission and City Council as required;
- Attend Community Development Department meetings for purposes of training or project specific discussion, neighborhood meetings and public hearings, including Historic Preservation Commission, Planning Commission, and City Council pertaining to assigned projects as necessary;

The City anticipates the placement of the chosen consultant to provide services for approximately 20 hours per week for twelve months. The City intends to enter into an agreement with the selected consultant based on negotiated scope of work and proposed fee. The consultant will be expected to conduct City-related work primarily at City Hall.

CITY OF WEST HOLLYWOOD CONTEXT

The City of West Hollywood is a highly urbanized corridor community organized along two of Los Angeles' major east-west arterials, Santa Monica Boulevard and Sunset Boulevard between La Brea Avenue to the east and Doheny Drive to the west. The City encompasses 1.9 square miles with a population of 34,399 and is developed with a mix of residential and commercial uses, as well as limited institutional and parkland uses. West Hollywood is fully-developed and,

as a result, new development is almost entirely adaptive reuse, intensification, and replacement.

With close to 18,000 people per square mile, it is one of the most densely populated cities in the United States. For a small city, West Hollywood has a rich cultural history and a relatively large stock of historically and culturally significant properties. The City has long demonstrated its commitment to identifying and preserving these properties, having first adopted a historic preservation ordinance and established the Cultural Heritage Advisory Board (which later evolved into the Historic Preservation Commission) in 1989, less than five years after incorporation.

The current iteration of the Cultural Heritage Preservation Chapter (Chapter 19.58) of the Zoning Ordinance is supplemented by a Historic Preservation Element in the General Plan. A city-wide Historic Resources survey was completed in 1987 and a survey of all multi-family residential buildings within the R2, R3, and R4 zoning districts was completed in 2008. The City is currently undergoing surveys of all commercially zoned properties, and of all Craftsman-style properties in the eastern portion of the City. The City intends to begin work on a city-wide survey of all single-family zoned parcels in the latter part of 2016. In addition, the City is working with a consultant to develop a dedicated Historic Preservation website.

CONSULTANT SELECTION PROCESS

The following section outlines the requirements for submissions and the Consultant selection process.

Selection Criteria

Submitted proposals shall be evaluated using the following key criteria:

- Firm experience and demonstrated ability to deliver high quality work product relevant to Historic Preservation and provide training for staff and commissions on Historic Preservation topics,
- Staff experience and demonstrated ability to work well with community groups, commissions, council, and City staff,
- Completeness and clarity of proposal,
- Professional References,

The highest ranking firm(s) may be asked to come in for an interview. After a Consultant is selected, the Current and Historic Preservation Planning Manager will initiate final contract negotiation.

Proposal Questions

There will be no pre-bid meeting for this proposal. Any questions regarding this RFP should be emailed to Jennifer Alkire (jalkire@weho.org) and David DeGrazia (ddegrazia@weho.org) by **5:00 pm on Friday, August 5, 2016**. All submitted questions and responses will be posted on the City website www.weho.org after the close of the question period. A special link for the RFP will be on the Current and Historic Preservation Planning web page. No questions regarding this

RFP will be answered over the phone. Proposers that contact City personnel or City Council members after the City releases the RFP and throughout the evaluation period may have their proposals disqualified from consideration.

Proposal Submission

The proposer should mail, courier, or hand deliver **five (5) sealed proposals** to the City of West Hollywood no later than **4:00pm, Friday August 19, 2016**. Proposals received after this time and date may be returned. Postmarks will not be accepted as proof of receipt. No oral, telephonic, faxed, emailed, or telegraphic proposals or modifications of proposals will be considered.

Proposal Delivery

Proposals shall be enclosed in envelopes plainly marked with the following information –

Proposal: West Hollywood - Historic Preservation Consultant
Name of Firm
Name of Contact Person
Address
Telephone Number
Email Address

The submittal shall be addressed as follows:

Attn: City Clerk
8300 Santa Monica Blvd
West Hollywood, CA 90069
Proposal: West Hollywood - Historic Preservation Consultant

After a Consultant is selected, the Historic Preservation Commission Liaison will initiate final contract negotiations. If an agreement on the fee cannot be reached, the City reserves the right to end negotiations and enter into negotiations with another firm.

Proposal Submission Requirements

In an effort to promote waste reduction and resource conservation, submittal shall not contain plastic bindings, plastic pages, or laminated pages. Double sided proposals are preferred; copies should be printed on recycled and/or FSC certified paper. Please avoid superfluous use of paper (such as separate title sheets, or chapter dividers and unnecessary attachments or documents not specifically requested). The proposal must include the following:

- A. Cover Letter:** Summarize why the Consultant is the best fit to complete the scope of work.
- B. Qualifications:** Provide a complete resume describing previous experience with Historic Preservation planning. Provide professional references from at least three (3) relevant sources.
- C. Writing Samples:** Provide at least two (2) relevant samples of previous work.
- G. Fees.** Submit a fee proposal for on-site and on-call work.

Proposal Submission Requirements

Submitted proposals shall be evaluated using the following key criteria:

- Firm or individual experience in Historic Preservation Planning and demonstrated ability to deliver high quality work for relevant projects of similar complexity.
- Staff experience and demonstrated ability to work well with community groups, various municipal departments, and City staff.
- Demonstrated ability to provide clear and compelling presentations to community members, commission members, and elected officials.
- Demonstrated ability to deliver planning reports that exhibit excellent writing quality and use of high quality graphic design that communicate clearly and are engaging and accessible to the general public.
- Completeness and clarity of proposal materials.
- References

The highest ranking firm(s) or individual(s) may be asked to interview. After a Consultant is selected, the Historic Preservation Commission Liaison will initiate final contract negotiation. If an agreement on the fee cannot be reached, the City reserves the right to end negotiations and enter into negotiations with another entity.

SELECTED CONSULTANT RULES

The selected Consultant shall be able to meet the following requirements in order to enter into a contract with the City of West Hollywood:

1. INDEMNIFICATION

1.1. Consultant agrees to indemnify and hold the CITY harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's negligent wrongful acts, errors, or omissions in the performance of professional services under this agreement.

1.2. CITY agrees to indemnify and hold Consultant harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by the CITY'S negligent wrongful acts, errors, or omissions in the performance of professional services under this agreement.

[Any changes proposed by a vendor to this clause are subject to approval of the City Attorney]

2. INSURANCE REQUIREMENTS

STANDARD CONTRACT AND INSURANCE

The successful bidder must comply with the City's standard contract language and insurance requirements. The City has very specific requirements established by the City Council, and your firm must be willing to comply with these requirements **(there will be no exceptions or waivers.)**

A summary of these requirements include:

- Agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual

orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition.

- Abide by the provisions of the West Hollywood Living Wage Ordinance.
- Abide by the provisions of the West Hollywood Equal Benefits Ordinance.
- Affirms it does not honor the Arab League Boycott of Israel.

Please ensure your company, any subcontractors you use for this engagement, and/or your parent company is willing to comply with these requirements prior to responding to this RFP. Following selection of the successful vendor, contract negotiations will include a review and approval by the City Attorney, who may ask for specific modifications.

2.1. CERTIFICATES OF INSURANCE. The Consultant shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The Consultant shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement. The Consultant, at the Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

2.1.1. WORKERS' COMPENSATION COVERAGE.

The Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the Consultant shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the Consultant for City.

2.1.2. GENERAL LIABILITY COVERAGE. The Consultant shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage.

If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

2.1.3. AUTOMOBILE LIABILITY COVERAGE. The Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount

of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence.

2.1.4. PROFESSIONAL LIABILITY COVERAGE. The Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000).

2.2. ENDORSEMENTS. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A- and shall be endorsed with the specific language of Section 2.2.1. below.

2.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations."

2.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

2.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

2.2.4. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to the CITY.

2.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.

2.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

2.2.7. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.

2.2.8. Consultant agrees to provide immediate notice to CITY of any claim or loss against Consultant arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

2.3. DEDUCTIBLES AND SELF INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option the Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

2.4. FAILURE TO PROCURE INSURANCE. Failure on the part of the Consultant to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate the Agreement.

3. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. The Consultant represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.

4. LIVING WAGE ORDINANCE. The Consultant shall abide by the provisions of the West Hollywood Living Wage Ordinance No. 97-505. During the term of this Agreement, the Consultant shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.

5. EQUAL BENEFITS ORDINANCE. The Consultant shall abide by the provisions of the West Hollywood Equal Benefits Ordinance No. 03-662. During the term of this Agreement, the Consultant shall keep on file sufficient evidence of its employee compensation and any applicable benefits package, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave; and health insurance benefits; to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.

6. RESTRICTIONS: Arab League Boycott of Israel. The Consultant hereby affirms it does not honor the Arab League Boycott of Israel.

7. RECORDS AND AUDITS. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by the CITY at any time during regular business hours.

8. OWNERSHIP OF DOCUMENTS. It is understood and agreed that the CITY shall own all documents and other work product of the Consultant, except the Consultant's notes and work papers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the Consultant, but any re-use of such documents by the CITY on any other project without prior written consent of the Consultant shall be at the sole risk of the CITY. The Consultant shall at its sole expense provide all such documents to the CITY upon request.

Following selection of the successful consultant, contract negotiations will include a review and approval by the City Attorney, who may ask for specific modifications.