

REQUEST FOR PROPOSAL (RFP)

*Consultant Services for Historic Context Statement
and Citywide Survey of Commercial Buildings in the
Commercial and Public Zoning Districts*



RFP Released: May 29, 2015

RFP Questions Due: June 12, 2015

RFP Submissions Due: June 19, 2015

Project Planner: Antonio Castillo
Associate Planner/Historic Preservation Liaison
Community Development Department
8300 Santa Monica Boulevard
City of West Hollywood, CA 90069

City of West Hollywood

Community Development Department

Request for Proposal (RFP)

Historic Context Statement and Citywide Survey of Commercial Structures in the Commercial and Public Zoning Districts

Release Date: May 29, 2015

PROJECT DESCRIPTION

The City of West Hollywood invites qualified consulting firms, meeting the *Secretary of the Interior's Standards*, to respond to a Request for Proposal (RFP) to prepare a historic context statement and conduct a citywide survey of commercial structures within the Commercial and Public Zoning districts.

This scope of work will include:

- Working with a subcommittee made up of staff members, Historic Preservation Commissioners and the public as required
- Identifying a period of significance under which the structures will be evaluated
- Developing various themes pertaining to this period of significance (there will be multiple themes throughout the city)
- Producing a historic context statement for all commercial properties within West Hollywood's commercial/public zoning districts
- Conducting a reconnaissance-level survey of all commercial buildings
- Conducting an intensive-level survey of relevant properties
- Conducting expedited reviews of commercial buildings proposed for demolition and a proposal of a plan to address alterations during the survey process
- Creating a webpage to make survey information available and usable by the public through an online platform. This platform will also include all previous sites surveyed under the City's initial citywide 1986-1987 survey and the 2008 R2, R3, R4 multi-family survey.

The City anticipates the process to take between nine and twelve months. The City plans to enter into an agreement with the selected consulting firm based on negotiated scope of work and proposed fee. The scope and fee do not include any CEQA analysis or work that may be required as part of this project.

PROJECT 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. 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. Less than 1,000 buildings within the city are zoned commercial and public. 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 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 shortly after incorporation in 1984. The current iteration of the Zoning Ordinance as it addresses Cultural Heritage Preservation, Chapter 19.58, is supplemented by a Historic Preservation Element in the City's General Plan. The first and only city-wide survey was completed in 1987 and a second survey consisting of all multi-family residential buildings within the R2, R3, and R4 zoning districts was completed in 2008.

The resulting inventory will be a vital tool for assessing the appropriateness of those planning and building proposals that have the potential to impact neighborhood character and historical continuity.

SUMMARY OF SCOPE OF WORK

1. Background Review & Goals: Meet with City staff to establish project goals and objectives and confirm the project schedule. Review relevant plans and policies, including: Historic Preservation Element, Section 19.58 Cultural Heritage Preservation Ordinance, as well as other documents related to ongoing related studies.

2. Community Engagement: The purpose of this citywide survey of commercial properties is to create a historic context statement and identify significant or potentially significant historic properties that are eligible for local, state, or national listing. Public outreach should include discussions with the general public and specific stakeholder groups, such as property owners, business owners, business improvement associations, the preservation community, the LGBT community, the Russian-speaking community, and the Subcommittee of the Historic Preservation Commission. The consultant is responsible for recommending an outreach program as part of the work scope, including a kick-off meeting with the public. After general public outreach, the project would be heard by the Historic Preservation Commission and City Council.

3. Context Statement: The consultant will develop an appropriate historic context statement for the City's inventory of commercial properties based on neighborhood research, interviews and survey results. This context statement will identify a period of significance, under which the surveyed properties will be evaluated, and will categorize each property or groups of properties

under multiple themes throughout the City, including, but not limited to the Sunset Strip, LGBT history, etc.

4. Reconnaissance and Intensive-Level Surveys: The consultant will identify a relevant period of significance, and complete a reconnaissance survey of West Hollywood’s commercial and public-zoned properties followed by an intensive level field survey of relevant properties. The intensive level survey is anticipated to cover ten (10) to fifteen (15) percent of the total number of commercial and public zoned properties. This project shall include the identification, photography and evaluation of properties built within the identified period of significance. Evaluation will be based on National Register, California Register and local criteria. The contribution of individual properties to a potential historic district or thematic/typological grouping shall also be evaluated, and California Historical Resources Status Codes will be assigned to all relevant properties. Properties will be documented on the appropriate State Historic Resources Inventory forms and the results of the survey work and research will be recoded, including digital photography that meets State Office of Historic Preservation standards.

5. Final Report: The final report will include the following information: 1) Objectives, 2) Area surveyed, 3) Research Design, 4) Methodology, 5) Context Statement, 6) Results, 7) Sources, and 8) Maps. City staff and the Historic Preservation Commission (HPC) will evaluate survey processes and findings and a formal presentation of findings will be presented to City staff, the Historic Preservation Commission and the City Council.

6. Digital Availability of Information: The consultant will produce an all-access venue for the survey report and results that will be made available for the general public and the City’s use. This may take form in a website, digital/mobile application, etc. Additionally, all previously surveyed properties within the 1986-1987 and 2008 surveys will be digitally available as part of this platform.

MAJOR DELIVERABLES

- Community outreach strategy
- Draft/Final report will include the following: historic context statement, reconnaissance survey and results, and intensive-level survey and results,
- Digital availability of the final report and surveyed properties (interactive website, app, etc.)

PRELIMINARY PROJECT SCHEDULE

The timing of the proposal’s review and selection process is subject to change, depending on the needs of the City, but is anticipated as follows:

May 29, 2015	RFP Released
June 12, 2015	RFP Questions Due
June 19, 2015	RFP Submissions Due
July 2015	Consultant Interviews
August 2015	Consultant Selection

September 2015.....	City Council Approval of Contract Award
September 2015.....	Project Kick Off
May 2016	Draft Report
August 2016	Commission Review
October 2016	Council Review and Adoption

CITY DATA AND RESOURCES

The following items will be provided to the Consultant by the City of West Hollywood for use in preparing the Context Statement and Survey Report:

- General Plan 2035: <http://www.weho.org/general-plan>
- City of West Hollywood Zoning Ordinance
- Access to Building Permits and Planning Records

CONSULTANT SELECTION PROCESS

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

Proposal Questions

There will be no pre-bid meeting for this proposal. Any questions regarding this RFP should be emailed to Antonio Castillo at ACastillo@weho.org by **4:00 pm on Friday, June 12, 2015**. 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 June 19, 2015**. 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 City-Wide Commercial Survey
- 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: City-Wide Commercial Survey

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 be no longer than 20 pages (not including staff resumes) and include the following:

A. Cover Letter: Summarize why the Consultant is the best firm to complete the scope of work.

B. Firm Qualifications: Provide a brief overview of the firm(s) performing historic preservation and survey services, their qualifications in working with various municipal departments, commissions, election officials, and community members, and a description of any special services, expertise, or abilities that the firm(s) can utilize in the performance of the services described herein. The selected consultant must be able to meet the Secretary of the Interior's professional qualification standards outlined in 36 CFR Part 61, Appendix A.

C. Firm Experience: Describe experience related to historic preservation and surveying, with projects of similar size and scope. Provide references for up to three (3) relevant projects.

D. Project Leadership. Designate the individual who will be the primary point person with City staff and oversee the scope of work. Describe the Project Leader's qualifications, outline their primary responsibilities, and provide examples of relevant projects of similar scope and size that demonstrate the Project Leader's ability to successfully oversee projects that are completed on time and within the budget.

E. Project Team. The Project Team should include Historic Preservation professional(s) and/or historic resources survey specialist(s). Provide an organization chart that identifies the key members of the project, their firm, title, and assigned role within the project team. Briefly summarize the major responsibilities of each team member and the primary tasks they will be working on. Include resumes for all team members that highlight relevant projects and qualifications to complete the tasks assigned. The City of West Hollywood reserves the right to accept the proposal team in full or to restructure teams as necessary

for the best possible result. The City requests certification that neither the principals nor any other individuals associated with the consulting work are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

F. Approach and Work Plan. Provide a written a narrative describing the Consultant team's approach and work plan for completing the scope of work. On a per task basis, the narrative should identify the designated team member(s) responsible for completing the work, deliverables, number of meetings and number of staff to attend meetings, and the timeframe for completion.

G. Fees. Submit a fee proposal for the Scope of Work that outlines the number of hours and fee associated with each task (and subtask), and provide a list of hourly rates for all team members.

Proposal Submission Requirements

Submitted proposals shall be evaluated using the following key criteria:

- Firm experience 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.
- References

The highest ranking firm(s) may be asked to come in for an 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 firm.

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.