



REQUEST FOR QUALIFICATIONS

Contract Historic Architectural Consultants

September 26, 2024

1. INTRODUCTION

The City of Larkspur (City) is seeking to award master agreements to create a panel of qualified consultants which will support and advise planning staff and City Boards and Commissions on matters which affect historic resources within the City. The selected consultant(s) will provide historic preservation services on an as-needed basis, as described in Section 2 – Scope of Work.

The Community Development Department intends to enter into a Professional Services Agreement with the selected consultants, based on an agreed-upon specific scope of services and fee.

The City of Larkspur has a population of approximately 13,000. The City has a local inventory of historic structures with approximately 100 listed sites.

<https://cityoflarkspur.org/DocumentCenter/View/411/Historic-Resources-Inventory?bidId=>

The City's downtown area is listed on the National Register of Historic Places. The City has an H Combining Heritage Preservation District that is applied to the downtown area and certain other listed sites. The City has a list of resources that are potentially locally historic and many structures and sites have not been evaluated.

Background about the City of Larkspur can be found on the City's website: <http://www.ci.larkspur.ca.us/> and <https://cityoflarkspur.org/167/Heritage-Preservation>

1.1 TERM OF MASTER AGREEMENTS TO AWARD

The result of this RFQ will be a master agreement with each selected consultant firm or team. Each master agreement will have a five (5) year term. Since this is an "As-Needed" contract, award of a master agreement does not guarantee that the selected firms will perform all or any portion of the services described in this RFQ.

1.2 TENTATIVE RFQ SCHEDULE

The anticipated schedule for this RFQ is below. These dates are tentative, non-binding, and subject to change. It is the responsibility of the proposer to check for any addenda to this RFQ or other pertinent information.

The City accepts no responsibility to any prospective consultant (Agency) or sub-consultant, financially or otherwise, for the failure of any contingency requiring the postponement or cancellation of this RFQ.

Proposal Phase	Date
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Advertise RFQ	September 26, 2024
Deadline for Written Questions	4:00 PM, PDT on Friday, October 11, 2024
Deadline to Submit Proposals	4:00 PM, PDT on Thursday, October 24, 2024
Interviews with Selected Consultants (if required)	Wednesday, November 6, 2024
Decision Notification to Applicants	Wednesday, November 13, 2024

All requests for clarification of any ambiguities, discrepancies, inconsistencies or questions concerning the RFQ must be in writing via email to Alex Othon at aothon@cityoflarkspur.org, before the deadline stated above. New information and significant changes will be addressed and memorialized in a written addendum to this RFQ.

SECTION 2 – SCOPE OF WORK

It is the intent of the City to create a list of selected consultants that are retained by the City to provide project-specific historical evaluations. The selected Consultants shall provide as-needed professional historic resources services as required by the local ordinance and California Environmental Quality Act (CEQA). City staff may request multiple proposals from the selected consultants for final selection by the property owner, considering the proposal cost and timeline. It is anticipated that services will be needed on a bimonthly basis. Services may include:

- Site Visit to the property.
- Historic Resource Evaluations (HRE), including but no limited to:
 - Architectural Description of any structures on the property.
 - Integrity analysis of any structures on the property.
 - Occupancy Timeline of all occupants of the property from construction to the present.
 - Supplemental research as needed on occupants, architect, builder, and/or property.
- Evaluation of property and/or project compliance with:
 - The criteria established in [Larkspur Municipal Code Section 18.19.020](#).
 - The Secretary of the Interior’s Standards.
- Recordation of the property on State of California Department of Parks and Recreation 523 (DPR 523) Forms, if appropriate.
- Attendance at public meetings, presentations to Boards and Commissions as necessary.
- Peer review of historical resource evaluations submitted by applicants.

SECTION 3 – GENERAL QUALIFICATIONS / SUBMITTAL REQUIREMENTS

The consultant shall demonstrate relevant expertise and experience to successfully perform the scope of work as described in this RFQ through the submittal of a Statement of Qualifications (SOQ), which should address the following general requirements:

- Qualification per the Secretary of the Interior’s Professional Qualification Standards in History and/or Architectural History.
- Experience in the preparation of quality Determination of Historic Significance Reports for jurisdictions in Marin County or other Bay Area jurisdictions.
- Experience in evaluating existing and/or proposed modifications to properties per the Secretary of the Interior’s Standards for Treatment of Historic Properties.

- Excellent corporate, project, and individual references.

3.1 SUBMITTAL REQUIREMENTS

Proposers shall follow the proposal response requirements and instructions described below. Any proposal that does not demonstrate that the Proposer meets the requirements specified below may be considered non-responsive and ineligible for award of a contract.

3.2 TIME AND PLACE FOR SUBMISSION OF PROPOSALS

Proposals must be received by the time and date as specified in Section 1 of this RFQ, or as revised in a subsequent addendum, if any. Four hard copies and one electronic proposal on a flash drive shall be delivered to:

Alex Othon, Senior Planner
Community Development Department
400 Magnolia Avenue
Larkspur, CA 94939

Late or partial submittals may not be considered.

3.3 SUBMITTAL PACKAGE

Proposal shall include the following attachments:

- Cover Letter: Maximum of two pages to serve as an Executive Summary.
- Firm Profile: Provide a description of the firm, including number of professional personnel, years in business, office location(s), organizational structure, areas of particular expertise, etc.
- Key Personnel: Provide a summary description of the key personnel who will be involved in each work element described in the Scope of Services section above, their roles and responsibilities, and their experience in similar past projects. In addition to this summary, full resumes should be provided.
- Firm's Capabilities: Provide a summary statement that demonstrates the firm's capabilities for the variety of anticipated work as described in the Scope of Services section and demonstrates that the firm meets the requirements described under General Qualifications.
- Work Sample: Provide a sample Historic Resource Evaluation prepared for either the City of Larkspur or another jurisdiction.
- Fee Schedule and one Fee Proposal: Include a Fee Schedule identifying costs associated with personnel and labor rates for the types of work identified in the Scope of Services. Include one Not to Exceed amount for preparation of a historic report for a single-family residence, not currently listed on a local, state or national register, in a separate sealed envelope (Attachment 1). Attach to the Fee Proposal an itemized breakdown showing how the fee proposal was developed, including all anticipated elements, time requirements, hourly rates, etc. Include separate line items for each work element described in the Scope of Services section above.
- Reference List: Include a minimum of three references.

- Evidence of Ability to meet the City of Larkspur Insurance Requirements, including:
 - Workers' Compensation Insurance
 - The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$2,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code.
 - Commercial General and Automobile Liability Insurance:
 - Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.
- A Professional Services Agreement Sample for the City of Larkspur is shown in Attachment A. Proposers are required to carefully review the sample Agreement and Insurance Requirements identified therein. The terms of the Agreement, including insurance requirements, are the City's standards. Proposals must indicate whether the proposer is willing to execute the Agreement as drafted and comply with the insurance requirements. Proposer's response must also indicate any requests for changes to the provisions of the Agreement. There will be no modifications to the Agreement that are not requested in a proposal. The City reserves the right to reject any requests for changes to the Agreement and/or to deem the proposal non-responsive if the proposer requests changes to the Agreement, including to the insurance requirements.

Section 4 – EVALUATION PROCESS AND SELECTION CRITERIA

4.1 GENERAL EVALUATION PROCESS

Proposals will be evaluated by a selection committee comprised of a member of the City Council, a member of the Heritage Preservation Board, and two members of City Staff.

Proposals will be evaluated on the criteria outlined below.

There will be an initial screening on the minimum qualifications, followed by a written proposal evaluation, and potential oral interview – the City may choose to hold Oral interviews with the highest ranked proposers from the written evaluation phase.

4.2 SELECTION CRITERIA

Each submittal shall be judged as to the consultant's capabilities and experience to perform the required services. In addition to meeting those criteria listed in "General Qualifications", selection will be based on 80-point criteria as follows:

(40) Capabilities, Experience and Part Performance. Each firm will be evaluated on its demonstrated capabilities and experience to provide the desired consultant services for the City of Larkspur.

(20) Key Personnel. Each firm will be evaluated on the experience and education of the key personnel that will be assigned to the City's projects.

(10) Ability to Accomplish Work. Each firm will be evaluated on its ability to provide the desired scope of services and ensure those services can be provided as-needed and on time. Items to be considered include number of qualified staff (emphasis on local staffing), support staff, available equipment, and facilities.

(10) Cost. Each firm will be evaluated on any cost information as it relates to their capacity and ability to meet or exceed the needs of the City of Larkspur.

The fee proposal is required to be submitted in a sealed envelope as a part of this Request for Qualifications. It is the intent of the selection process to examine the demonstrated competence and professional qualifications of the firm. The fee proposal is intended to assist the selection committee in gauging a fair and equitable fee for the services requested. The City may, at its option, negotiate and modify the scope of service with the selected firm and negotiate fee adjustments, as the City deems appropriate. Qualifications that do not include the required fee proposal will not be considered for final selection.

QUESTIONS

All questions should be directed to Alex Othon, Senior Planner, at aothon@cityoflarkspur.org or (415) 927-5026.

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF LARKSPUR AND [REDACTED]**

THIS AGREEMENT for consulting services is made by and between the **City of Larkspur (“City”)** and [REDACTED] (**“Consultant”**) (together referred to as the “Parties”) as of _____, 2024 (the “Effective Date”).

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on _____, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 7. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as referenced in Section 7.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant’s obligations hereunder.

Section 2. COMPENSATION. Contractor will agree to process the entirety of the project (Exhibit A) for a not to exceed fee of \$_____. In consideration for the services to be performed by Contractor, City shall compensate Consultant for time and materials at hourly rates specified in Exhibit B for historical consulting services as described in Exhibit A. Hourly rates below may be amended to account for cost-of-living adjustments, subject to written request by Consultant and approval of City Manager. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant’s estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 9 MISCELLANEOUS PROVISIONS.

- 9.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 9.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Marin or in the United States District Court for the 1st District of California.
- 9.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 9.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 9.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 9.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 9.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

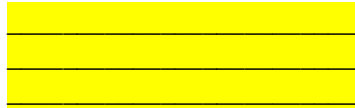
Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

9.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

9.9 **Contract Administration.** This Agreement shall be administered by the Director of Public Works ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

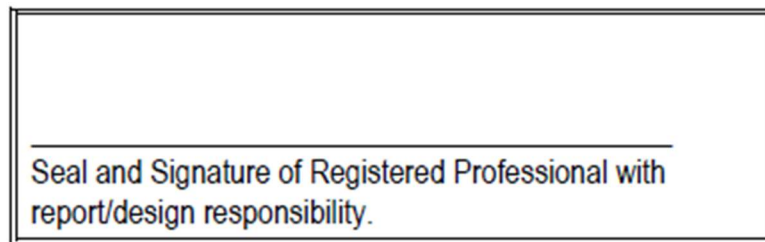
9.10 **Notices.** Any written notice to Consultant shall be sent to:



Any written notice to City shall be sent to:

Community Development Director
Larkspur City Hall
400 Magnolia Avenue,
Larkspur, CA 94939

9.11 **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



9.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services
Exhibit B Payment AND Expenses Schedule

9.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF LARKSPUR



Dan Schwarz, City Manager

signature

ATTEST:

Print name & title

Alison Foulis, City Clerk

APPROVED AS TO FORM:

City Attorney

