

DATE: January 24, 2013

TO: Prospective Bidders

FROM: Sarah Quinn, City of Pittsburgh, Historic Preservation Planner

RE: Historic Conservation Overlay Districts for the City of Pittsburgh

The City of Pittsburgh received a Pennsylvania Historical and Museum Commission (PHMC) CLG Grant for partial funding for a historic conservation overlay districts study. The study will define opportunities, technical requirements and operational needs for the successful execution of historic conservation overlay districts in the city. The purpose of the study is to provide a clear and concise report that will serve as a tool for community groups who want to preserve the historical nature of their neighborhoods that lack sufficient significance and integrity for full status as a historic district as outlined in the City Code.

As part of this PHMC grant application process, we are seeking proposals from experienced consultants to complete this study. Sealed proposals (ten hard copies and one digital copy), must be received no later than February 15, 2013 at noon. Postmarks are not sufficient. Proposals by fax or email are not acceptable.

**Purpose:**

Based on a recommendation in the City's Preservation Plan, the City seeks consultants to develop historic conservation overlay district guidelines for incorporation into the City's zoning code. The purpose of the guidelines is to maintain the historic character of portions of the City, while allowing compatible modern development. The guidelines will regulate areas where sufficient integrity is lacking for historic district designation, thereby complementing the City's existing preservation ordinance.

The objectives specific to this project include developing guidelines in concert with City staff. The guidelines must meet technical requirements as identified through examples of other cities' successful programs. The guidelines must be easy for staff to use and for the public to understand. Additionally, an operational plan must be developed to guide City staff in implementing the additional level of project review via the zoning processes.

**Itemized Scope of Services**

**Administrative**

- Bi-weekly conference calls with City staff to coordinate on the progress of the project
- Milestone billing guidance to provide direction on the deliverables and City expectations on quality
- Completion of progress reports on a monthly basis for submittal to the City for incorporation into the BHP cyclical reports

## **Technical**

- Sections of the report may include: purpose and need; background history on both the City itself and on the existing preservation ordinance; goals and objectives; methodology; conclusions; and recommended draft ordinance language, criteria for application, possibly a demolition policy, and an operational plan for execution.
- Tasks will include, but not be limited to: background research on existing historic conservation district overlay zoning in other locations to serve as a guide for understanding precedent; interviews with Pittsburgh's zoning staff on current processes; and a windshield survey of areas within the City where this type of zoning may be appropriate.

## **Timetable**

- Within a month of the execution of the contract, the consultant will submit a draft outline for the deliverables.
- Within three months, a first draft of the deliverable will be submitted to the City for review. The City will provide comments to the consultant roughly three weeks from submittal for incorporation into the second draft. The draft will be provided to BHP for comment as well.
- At the beginning of within two months, a second draft of the deliverable will be submitted to the City with a three-week review and comment period to follow.
- Within one month, a final draft of the deliverable will be submitted to the City with a three-week review and comment period to follow. In addition, the draft will be provided to BHP for review.
- Within one month of receiving final comments, the final deliverable will be submitted by the consultant to the City. The City will forward the final copy of the deliverable to BHP.
- All appropriate reporting and coordination requirements will be completed in a timely manner.

## **Deliverables:**

During the project and following its completion, the consultant will provide the following:

1. Regular meetings with Department of City Planning staff to present findings and recommendations, including appropriate handouts/presentation notes. A minimum of three of these meetings are currently envisioned during the research, analysis, and reporting portions of the project.
2. An electronic copy of a draft outline for the document.
3. Three hard copies and five electronic MS Word copies of a *draft* report of findings and recommendations.
4. Three hard copies and five electronic MS Word copies of a draft *final* report of findings and recommendations.

5. Three hard copies and five electronic MS Word copies of a *final* report of findings and recommendations.
6. Completion of a MS Powerpoint presentation for use at City and community presentations (consultant will not conduct the presentations).

**Timeframe:**

We expect to award a final contract to a consultant before this Summer, with the body of research, analysis being completed within one year.

Please call or e-mail Sarah Quinn at (412) 255-2243 or [Sarah.Quinn@pittsburghpa.gov](mailto:Sarah.Quinn@pittsburghpa.gov) if you have questions or would like additional information regarding this project.

**Required Proposal Submittals Include:**

1. Overview of the firm, including statement of qualification;
2. Names and resumes of key individuals, including primary contact, who will be involved on project and an organizational chart;
3. Examples of successfully completed similar projects (project synopsis is fine) and work, if any, related to grant funding;
4. Description and examples of survey methodologies your firm has successfully utilized to produce accurate, high quality data and examples of the reports produced;
5. References from similar projects;
6. Proposed project work plan and methodology (note: this should tie to the City of Pittsburgh work scope);
7. Proposed project timeline (note: this should tie to the City of Pittsburgh timeline);
8. Proposed project budget, including hourly personnel rates.

## **REQUIREMENTS**

1. The City reserves the right to reject any or all proposals and to select the proposal that it judges to be in the best interest of the City.
2. All proposers are bound by the deadline and location requirements of this RFP as previously stated in the Announcement.
3. All proposals shall remain effective subject to City review and approval for a period of ninety (90) days from the deadline for submitting proposals.
4. If only one proposal is received by the City, the City may initiate negotiations with the firm submitting the proposal or seek additional proposals on an informal or formal basis during the ninety (90) day period that proposals must remain effective.
5. The proposer is encouraged to add to, modify or clarify any of the scope of work items it deems appropriate to obtain a high quality plan at the lowest possible cost. All changes should be listed and explained. However, the scope of work proposed, at minimum, must accomplish the goals and work outlined above
6. The cost will be weighed in relation to the other proposals received and shall be evaluated relative to the number of hours of professional consulting services to be received by the City of Pittsburgh and the overall level of expertise of the specific Consultant's personnel proposed to do the work.
7. All, or selected, Consultants submitting proposals may be invited to interviews explaining their proposal.

## **CONTRACT**

1. The Contract shall be between the City of Pittsburgh ("City") and the consultant. The contract shall be directed and managed by the Department of City Planning.
2. The City can neither process invoices nor approve payments until the contract has been fully executed by all City signatories. The Department of City Planning has no legal authority to authorize commencement of work until the contract is fully executed.
3. City laws and policies mandate the incorporation of various terms and conditions into all City contracts. For this reason the City will not sign any respondent's standard contract.
4. All photographic, graphic, printed, electronic or other data developed pursuant to this project shall be the property of the City, and the contractor shall relinquish to the City without further payment all copyrights and other claims to ownership or use of such data.
5. The City requires all consultants to indemnify the City by including the following clause in all City contracts.
6. *The Consultant hereby agrees to indemnify, save and hold harmless, and defend the City, its officers, agents, and employees against liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature whatsoever, including court costs and legal fees, arising by reason of: the performance by the contractor or and services under this agreement; any*

*act, error or omission of the Consultant or of any agent, employee, licensee, consultant, or subconsultant; or any breach by the contractor of any of the terms, conditions, or provisions of this Agreement. The contractor shall indemnify and save harmless the City against and from any and all claims and liabilities whatsoever on account of, or by reason of, or growing out of personal injuries or death to any person, including the Consultant and its employees, whether the same results from the actual or alleged negligence of the City or the City's agents or employees or otherwise, it being the intent of the provision to absolve and protect the City of Pittsburgh from any and all loss by reason of the premises or anything related in any way whatsoever to the contract. The Consultant shall supply evidence of insurance satisfactory to the City covering the liabilities and indemnification required by the contract.*

7. The standard insurance coverage required by the City of Pittsburgh for professional services contracts is as follows:
  - a. All insurance must be on an occurrence basis, not a claims-made basis
  - b. The City must be listed as an additional named insured, not merely as a certificate holder.
  - c. Insurance should provide 30 days cancellation notice.
  - d. The consultant shall provide an insurance certificate showing that it meets the requirements.
  - e. Worker's Compensation shall meet statutory requirements.
  - f. General liability (including property damage and bodily injury), automobile liability and professional liability shall be provided in the following amounts:

Public liability and property damage

Bodily injury, including death and property	\$500,000.00 per occurrence
Damage combined	\$1,000,000.00 aggregate

Automobile Liability and Property Damage

Bodily injury, including death and property	\$500,000.00 per occurrence
Damage combined	\$1,000,000.00 aggregate

## APPENDIX A

### To Request for Proposals for City of Pittsburgh's Historic Preservation Overlay Zoning Study

#### NONDISCRIMINATION

**Nondiscrimination and equal opportunity are the policy of the Commonwealth and the City of Pittsburgh in all its decisions program, and activities. The purpose is to achieve the aims of the United States and Pennsylvania Constitutions. Executive Order 1972-1, the Pennsylvania Human Relations Act, Act of October 27, 1955, (P.L. 744), as amended, (43 P.S. § 951, *et. seq.*), and (43 P.S. § 153), by assuring that all persons are accorded equal employment opportunity without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.**

During the term of this contract, the Contractor agrees as follows:

(a) Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this nondiscrimination certification.

(b) Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

(c) Contractor shall send each labor union or workers' representative with whom it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this nondiscrimination certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(d) It shall be no defense to a finding of noncompliance with this nondiscrimination certification that contractor has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(e) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that contractor will be unable to meet its obligations under this nondiscrimination certification, contractor

shall then employ and fill vacancies through other nondiscriminatory employment procedures.

(f) Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of contractor's noncompliance with the nondiscrimination certification or with any such laws, this contract may be terminated or suspended, in whole or part, and contractor may be declared temporarily ineligible for further City of Pittsburgh contracts, and other sanctions may be imposed and remedies invoked.

(g) Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the City of Pittsburgh for purposes of investigation to ascertain compliance with the provisions of this certification. If contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Pittsburgh.

(h) Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

(i) Veteran owned businesses are encouraged to apply.

(j) Contractor shall include the provisions of this nondiscrimination certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(k) Contractor's obligations under this clause are limited to the contractor's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: \_\_\_\_\_

\_\_\_\_\_

(NAME OF CONTRACTOR)

BY

\_\_\_\_\_

TITLE

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