



CITY OF ABERDEEN

REQUEST FOR PROPOSALS

ZONING CODE UPDATE

August 16, 2022

REQUEST FOR PROPOSALS (RFP) – STATEMENT OF INTENT

The City of Aberdeen (“City”) is currently accepting proposals from qualified firms to perform a comprehensive update to its zoning code and corresponding zoning map. The new ordinance and map shall comply with state statutes and shall be consistent with the City’s newly adopted Comprehensive Plan and various community plans.

Proposals received for this RFP will be reviewed by City staff.

BACKGROUND

Aberdeen, Washington is located toward the eastern end of Grays Harbor County, near the mouth of the Chehalis River and southwest of the Olympic Mountains. The City has a total area of 12.36 square miles of which 10.65 square miles is land and 1.71 square miles is water.

Aberdeen is the economic center of Grays Harbor County, bordering the Cities of Hoquiam and Cosmopolis. Aberdeen is occasionally referred to as the "Gateway to the Olympic Peninsula"

The zoning code was approved in its entirety in 1999, and amended numerous times since then, including several major updates. Parallel to these changes, the City has had several planning documents produced, including:

- Shorelines Master Plan (2017)
- Parks Master Plan (2022)
- Historic Preservation Plan (2013)
- Active Transportation Master Plan (2015)
- Comprehensive Plan update (2021)
- Capital Facilities Plan (2021)

Since the enactment of the 1999 Zoning Code, the City has seen a dramatic demographic shift, social and cultural unrest, the impact of the internet on brick-and-mortar retail, and most recently, the coronavirus pandemic, all of which have fundamentally altered the way residents, customers, employees, and visitors interact with the built environment of the City.

PROJECT PURPOSE

The City intends to update its outdated zoning ordinance and zoning map in a manner that promotes a style of development which preserves the appeal of the City while allowing projects that are a “win-win” for current residents, new residents, businesses, developers, and the City as a whole. The City also desires to have current, well organized, and concise codes that implement the goals of the new Comprehensive Plan. The code should be in clear language and understandable to a lay person. Outdated code is not unusual to local government; however, the City has identified the following issues which serve as the purpose for the update:

- The City has adopted a new Comprehensive Plan that includes strategies for updating the zoning code to align with the goals and vision of that plan.
- The City is looking for some specific codes that reflect downtown zoning to help reduce barriers to housing creation and address middle housing in areas designated residential low in the Comprehensive Plan.
- Numerous amendments have been made that are sometimes inconsistent with the rest of the code.
- The zoning code is designed primarily to perpetuate suburban-style development and lacks the ability to achieve a context-sensitive design in the City’s evolving neighborhoods and districts.
- The zoning code is not user-friendly and lacks consistent graphics to improve readability.

Specific code challenges the City has identified as potential items to change in the revised code include, but are not limited to:

- Revision of the parking requirements to reduce parking minimums, and to encourage shared parking, transit, and biking or walking.
- Revise multi-family density, site design, and greenspace requirements, in a manner sensitive to the context and needs of the community.
- Zoning for shipping container homes and/or businesses, Airbnb’s (and other internet-based home businesses), and food trucks.
- Zoning for different types of housing needs, tiny homes, affordable housing, unsheltered housing, etc.
- Amending the sign code for clarity and changes in technology (i.e., video display signs).

The existing codes may be accessed and viewed on the City’s website at:

<https://aberdeen.municipal.codes/>

CITY OF ABERDEEN COMPREHENSIVE PLAN

The City utilizes a Comprehensive Plan, which was updated and approved in 2021. We wish to incorporate a zoning code that mirrors the strategic goals and objectives outlined in the Comprehensive Plan. Those include, but are not limited to:

- Improve homeownership, address vacancy, enhance neighborhoods' identities, and maintain neighborhood conditions.
- Reduce housing instability in all its forms, including eviction, homelessness, and instability for aging residents.
- Allow a broad range of housing typologies, including those that preserve and build in affordability.
- Create opportunities for City residents to age in place.
- Facilitate desired mixed-income development through zoning and land use regulation.
- Improve access to the regional transit and greenway networks.
- Maximize the planning and future investment along our highway corridor's.
- Maximize the planning and future investment in our commercial and industrial areas.
- Reduce regulatory barriers to starting and/or investing in business in the City.
- Improve walkability, accessibility, and connectivity to surrounding neighborhoods.
- Maintain safe and accessible connections to the City's park system for every neighborhood.
- Encourage the creation of human scale corridors that promote safe, quality, and inviting places for people to gather

The Comprehensive Plan update can be seen at the following link:

<https://www.aberdeenwa.gov/418/2021-Comprehensive-Land-Use-Plan>

SCOPE OF WORK

With assistance from City staff, the selected Consultant will conduct a public process to develop a new zoning ordinance and zoning map for the City. The Consultant is expected to work with the community to develop a zoning ordinance that incorporates form-based and traditional standards in established neighborhoods and commercial districts. These standards shall support walkable neighborhoods and mixed-use commercial areas. The new ordinance should assist in preserving the character of the City. This update should also incorporate the key concepts of historical architectural design standards and include graphics when appropriate.

The final work program will be developed in conjunction with City staff, but the scope of the work should include the following:

- **Current Code Diagnosis.** The Consultant will work closely with City staff and the Planning Commission in producing a diagnosis of the existing codes and code review procedures.
- **Review of Comprehensive Plan.** The Consultant will review and identify Comprehensive Plan goals, objectives and recommendations to ensure the new code will be consistent with recent planning documents
- **Public Outreach.** The Consultant will develop a public outreach strategy designed to inform community stakeholders and the general public on the benefits of the new code, as well as conducting regular meetings and web/social media interaction throughout the process.
- **Evaluation of Existing Neighborhoods, Corridors and Districts.** The City has many unique areas that may warrant context-sensitive regulations. Staff will work with the Consultant to identify these areas.
- **Drafting the Document.** The Consultant will prepare drafts of the new codes, including graphics, for review by staff, culminating in a final version to be acted upon by the Planning Commission and the City Council.
- **Integration of the New Code into User-Friendly Formats.** The Consultant will work with City staff to make the new code accessible and interactive with the public, up to and including a “user’s manual” for the new code, if warranted.

SUBMITTAL REQUIREMENTS

Proposals should be marked as “*City of Aberdeen: Proposal for Comprehensive Zoning Update*”; sent to the attention of Lisa Scott, Community Development Director; and received at the City of Aberdeen City Hall, 200 East Market Street by **Tuesday, September 13, 2022, at 3:00 p.m.** Each submission should include twelve (12) hard copies and one (1) electronic copy on a flash drive.

The Consultant is solely responsible for ensuring that proposals are delivered on time via US mail, courier, or in person.

The Consultant’s responsibility is to understand all aspects of the RFP. Should any details necessary for a clear and comprehensive understanding be omitted or any error appear in the RFP documents, or should the Consultant note facts or conditions which, in any way, conflict with the letter or spirit of the RFP documents, the Consultant is responsible for obtaining clarification before submitting a proposal.

All questions regarding this RFP must be submitted electronically to Lisa Scott, Community Development Director, City of Aberdeen, via email (lscott@aberdeenwa.gov). No questions will be answered via oral communication. Documented questions must be received by

12:00 p.m., Pacific Standard Time, on *August 31, 2022*, in order to be reflected in an addendum or merit a response.

Consultants must respond to all questions noted in this document. Consultants must respond to all sections in the RFP that require Consultant information. In some cases, it may be acceptable to simply note, “understood” or “agreed”. Consultants must also complete and return attachments as applicable. Failure to respond to all questions may result in elimination from consideration.

While the City intends to proceed with the process, the City does not guarantee that it will contract for any or all intended services described herein.

Should the City be unsuccessful in executing a contract with the selected Consultant within thirty (30) business days after notification, the City may begin proceedings with another Consultant in order to serve and support the best interests of the City.

Proposals must remain firm for a maximum period of ninety (90) days after the proposal due date and time. Proposals received after the due date and time will not be accepted and will be discarded.

Faxed or emailed proposals will not be accepted.

Firms interested in submitting a proposal shall submit the following:

1. Letter of interest with a brief description of the services that will be provided.
2. A roster of all firm members.
3. A statement of qualifications, including at least one digital sample of a recent work relevant to the project. If the sample was not prepared by the firm members who will be working on the City’s zoning code update, include relevant samples of work by those firm members.
4. A brief description of your philosophy and/or approach to the project which demonstrates the firm’s understanding of the project and the relevant issues.
5. A proposed public input process including expected outcomes of each meeting.
6. A proposed scope of work describing your approach to accomplishing the objectives stated in the RFP and identifying the methodology proposed, work program outline with tasks and deliverables, time schedule and proposed budget. The Consultant is encouraged to include suggestions or supplemental tasks which may enhance the project or streamline the scope of work and improve cost effectiveness. Clearly articulate all assumptions regarding data and information that you expect from the City.
7. Three references from jurisdictions with similar projects performed by the firm under a similar scope of work and budget.
8. A timeline showing the estimated length of time for completion of the project. Time

estimates should be expressed in number of days/weeks without reference to a specific starting date. The timeline should identify when draft and final work products will be submitted to City staff.

9. Proof of insurance as required by the City.
10. Any other information you would like to submit that you feel will assist us in the evaluation of your firm's qualifications.

BUDGET

The final fee amounts and projected related expense will be negotiated with the selected firm as part of the process for completing the final contract for this update. If the City is unable to negotiate a satisfactory contract with the firm selected within thirty (30) days of the initial selection, negotiations with that firm will terminate, and the City may select another firm. The proposed budget total should include all expenses and materials necessary to deliver the work products.

The City will not be liable for any costs incurred by the Consultant in preparation for a proposal submitted in response to this RFP, nor for presentations or other activities related to responding to this RFP. No costs chargeable for work under the proposed contract may be incurred before receipt of either a fully executed contract with the City or specific written authorization from the City.

INTERVIEWS AND SELECTION

Proposals will be considered only from firms that can demonstrate that they have a broad background and extensive experience with municipal planning and community development in Washington State, and which specifically address the following criteria:

- Clarity of proposal and an ability to demonstrate an understanding of the project's objectives and technical requirements, and an ability to meet the project timeline while meeting project goals.
- Overall quality of the response, including the approach and methodologies the Consultant will use. Demonstration of past ability to complete similar projects and meet deadlines, including references.
- Current workload and capacity of firm and key personnel to undertake and complete this project in the time allotted.
- Qualifications and experience of key staff and any sub-consultants who will participate in the project on state and local planning issues and policies.

Each complete proposal received prior to *3:00 p.m. on September 13, 2022*, will be reviewed by City staff and ranked against the other proposals based on the criteria listed above. The top-ranked firm will then be asked to enter into a contract with the City to update the zoning code.

GENERAL ASSUMPTIONS AND NOTES

The scope of work contained in this document is predicated upon the following provisions, assumptions, and conditions that should be part of any proposal and budget submitted by a Consultant. The purpose of this list is to enumerate and describe mutual expectations and requirements of all parties to perform the work for the project in order to complete this plan update on time and within budget.

- The City reserves the right to reject any or all responses and to waive any informality in the process when to do so would be advantageous to the City.
- The City reserves the right to reject any response for noncompliance with the provisions outlined in this RFP.
- The City, in its sole discretion, may choose not to award a contract at any time due to unforeseen circumstances or if it is determined to be in the best interest of the City not to do so.
- The City may eliminate any task and associated contract hours/fees at any point throughout the contract period and will provide written notification of the task elimination to the Consultant.
- Consultants will be paid for any task and associated contract hours/fees incurred prior to notification of cancellation or modification on a monthly basis.
- All information, data, programs, publications and media created specifically for, and paid for by, the City or created as a result of the work identified in the contract shall be the property of the City unless otherwise noted, copyright protected, or defined or agreed to by both parties to the contract. Digital copies of any data collected by the Consultant or sub-consultants shall be provided to the City.
- All Consultant deliverables will be prepared in MS Word format. All spreadsheets and graphs will be prepared in MS Excel format. All maps and graphs shall be produced in color where appropriate. Digital copies of draft and final deliverables will be provided in both MS Word and PDF file formats as requested by City staff. Digital versions shall include all graphics, tables and appendices in suitable form for posting on the City website. Maps will also be delivered to the City in the latest shapefile format, with all necessary additional data files attached.
- The Consultant shall have primary responsibility for coordinating, reviewing and editing information obtained from his or her firm members to ensure that the individual sections of the work submitted are prepared as part of one cohesive framework and that documents are consistent in style and content.
- In the event the Consultant fails to deliver services and deliverables in accordance with the contract terms and conditions, the City, after oral or written notice, may procure the services from other sources and hold the Consultant responsible for any costs resulting from the City's need to acquire additional services to complete the project. This remedy shall be in addition to any other remedies that the City may

have.

- The City will provide all available government documents, studies, site plans, mapping and other technical information pertaining to the study based on the Consultant's data request. Any documents provided in hardcopy shall be returned to the City as appropriate upon completion of the contract.
- All information not in the public domain that is disclosed by the City to the Consultant for the purpose of the work, or information that comes to the Consultant's attention during the performance of such work, must be kept strictly confidential.
- The Consultant will provide project updates as agreed upon, but for other information, including graphics suitable for posting on the City's website, the Consultant will provide at least monthly updates. The City is responsible for website updates of available project materials.

ADDITIONAL CONSIDERATIONS

For purposes of this section, "Consultant" refers to the successful proposer selected through the RFP process. We anticipate that these conditions will be included in the contract:

1. **Permits, Software Licensing and/or Related Fees.** The Consultant must be responsible for obtaining any and all permits, required software licensing and/or related fees.
2. **Independent Contractor.** The relationship of the Consultant to the City shall be that of independent contractor, and no principal-agent or employer-employee relationship is created by the contract.
3. **Conflict of Interest.** The Consultant shall not employ as a director, officer, employee, agent, or sub-proposer any elected or appointed official of the City or any member of his or her immediate family.
4. **Non-Discrimination of Employment.** The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, national origin, or disability/handicap. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, religion, color, sex, age, marital status, national origin, or disability/handicap. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, rates of pay or other forms of compensation, and selection for training including apprenticeship. In the event of the Consultant's noncompliance with the provisions of this subsection, the contract may be terminated or suspended in whole or in part, and the Consultant may be declared ineligible for further City contracts.
5. **Subcontracts.** The Consultant agrees not to subcontract any of the work required by this contract without prior written notice to the City. The Consultant agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment

of his or her responsibilities under this contract.

6. **Assignment of Contract.** The Consultant agrees not to assign, transfer, convey, sublet, or otherwise dispose of the contract or any rights, title, or interest created by the contract without the prior consent and written approval of the City.
7. **Changes in Contract.** The contract may be changed only upon the written agreement of the parties.
8. **Governing Law.** The contract with the Consultant shall be made and entered into in Grays Harbor County, Washington, and the laws of the State of Washington shall govern the construction of the contract and any action or causes of action arising out of the contract.
9. **Funding Out.** The contract shall terminate at such time, if any, that the City Council fails to appropriate sufficient sums in the budget year for which the contract applies to pay the amount due.
10. **Consultant Merger or Acquisition.** In the event that the Consultant is merged or acquired, the acquiring entity shall honor all the terms of the existing contract for 12 months or until the end of the present contract term, whichever is longer.
11. **Wording Conflicts.** Should there be a conflict in wording between the contract and the Consultant's RFP response, the contract shall prevail.
12. **Indemnification.** The Consultant will agree to defend, indemnify and hold harmless the City, its elected and appointed officials, employees and volunteers from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any acts or omission of the Consultant, its subcontractor, agents, servants or employees.
13. **Use of Subcontractors.** If the Consultant intends to use a subcontractor such use must be clearly identified in the RFP response. The Consultant submitting the response on behalf of a subcontractor or team of subcontractors will be responsible for the subcontractors as if the Consultant directly employed them.

MISCELLANEOUS

City staff will be responsible for distributing of meeting notices, public meeting room arrangements, and other logistics for public meetings. The City's Planning Commission typically meets the 3rd Thursday of the month at 6:00 p.m.; the City Council typically meets the 2nd and 4th Wednesday of the month starting at 7:15 p.m.

QUESTIONS AND SUBMITTALS

Questions and submittal of proposals concerning this RFP should be directed to:

Lisa Scott, Community Development Director/City of Aberdeen
200 East Market Street, Aberdeen, WA 98520

Email: lscott@aberdeenwa.gov

Phone: 360.537.3238