



NOTICE OF REQUEST FOR PROPOSALS PREPARATION OF ZONING ORDINANCE UPDATE

NOTICE IS HEREBY GIVEN that the City of Coalinga (City) is requesting proposals for the preparation of an update to the Coalinga Zoning Ordinance. The City will accept proposals in the Community Development Department at 155 W. Durian Avenue, Coalinga, California, 93210, up to the hour of 5:00 p.m., August 10, 2010.

The services to be performed are described in the Request for Proposals. Copies of the Request for Proposals are available from the Community Development Department of the City of Coalinga at the address stated above. Questions or comments should be directed to Sean Brewer, Assistant Community Development Director, by calling (559) 935-1533 x143 or by email at sbrewer@coalinga.com.

All proposals will be reviewed and evaluated by the City in order to determine which proposal best meets the needs of the City regarding this project. The City reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process.

Sean Brewer, Assistant Community Development Director

July 1, 2010

Date

PROPOSAL

The City of Coalinga, California is inviting proposals for the preparation of an update to the City's Zoning Ordinance (Title 9 of the Coalinga Municipal Code-Zoning). The Zoning Ordinance has not been extensively revised since it was written over 40 years ago. This revision is necessary in order to bring the current document into compliance with the newly adopted General Plan, state statute and regulations, remove antiquated language and regulations which addressed reconstruction after a 1983 earthquake, and to eliminate unneeded regulations. In addition, the revision should unify and simplify its language to provide a document that is clear, concise, consistent, and easy to understand, use and enforce.

GENERAL BACKGROUND

The City is situated at the extreme western end of Fresno County just off Interstate 5 on Hwy. 198. Coalinga is located over 72 miles from its county seat, which also happens to be the nearest major city (over 50,000). The City's history has long been linked with agriculture (cotton, nuts, and lettuce) and oil production. The City provides complete urban services (water, sewer, natural gas, garbage collection, fire protection, and police protection) to its over 15,000 residents. Additional amenities include its community college, local hospital, public library, public parks, and Olympic size pool. The City's population also includes the inhabitants of Pleasant Valley State Prison, Coalinga State Hospital and Claremont Return to Custody Center.

In 1983, the City suffered the impacts of a 6.7 Richter scale earthquake, which destroyed 141 businesses primarily located within the central business district. In addition, 342 homes were destroyed, 692 had major damage and 1,058 had minor damage. While devastating to the community, the earthquake resulted in the razing of many buildings which were structurally unsound, and thereby ultimately improving the available building stock. Following the earthquake, numerous regulations were adopted and incorporated into the Zoning Ordinance which created text inconsistencies, and which increased the amount of present day nonconforming uses and structures.

Coalinga is a general law City governed by an elected Council composed of five members elected Citywide. Coalinga operates under a City Manager form of government. The Planning Commission is made up of five members appointed by City Council.

SCOPE OF SERVICES AND WORK PRODUCT

The Goal of the Zoning Ordinance Update is to unify and simplify the Zoning Code, Title 9, to provide a new ordinance for consideration by the Council that contains all development regulations in clear, concise language that is easy to understand, use, and enforce and that conforms with modern planning practices and with the requirements of the City of Coalinga. The document must be internally consistent and consistent with the General Plan and other City, County, State and Federal statutes.

Additionally, the comprehensive revision to the Zoning Ordinance should address the following:

- Modernize outdated uses and definitions,
- Eliminate holdover language from the period after the earthquake,
- Expand classifications to include Public Facilities and Special Planning Areas
- Develop mixed-use criteria,
- Develop methodology for exceeding standards,
- Develop clear, user friendly format which can be made available online and have a search function
- Integrate standards/concerns from other City Departments as necessary,
- Update sign regulations,
- Include a summary list of permitted/conditionally permitted uses by each zoning district,
- Incorporate graphics,
- Ensure consistency with General Plan designations,
- Redefine grandfather clauses,
- Provide administrative mechanisms for simple planning matters, and
- Develop parking standards.

General topic areas that should, at a minimum be included in the final work product (i.e. the new Ordinance):

- Table of Contents
- General Provisions - Provisions that are applicable to the entire zoning code including, but not limited to: title, purpose, authority, applicability of code, and rules of interpretation.
- Administration - Procedural requirements for all administrative and legislative review procedures, appeals, and enforcement. Including, but not limited to: review authorities, staff review procedures, noticed review procedures, public hearing procedures, appeal procedures, enforcement, penalties, and fees.
- Use Classification System - Division of uses into a classification system so that uses with similar activities and impacts are classified together.
- Zoning District Regulations - All zoning districts and overlay district regulations. Including, but not limited to: residential, commercial, industrial, institutional, and other districts.
- Performance Standards - Objective threshold standards directed at minimizing a specific nuisance or improving the quality of development.

- Special Development Standards - Specific development standards applicable to one or more uses or districts. Including, but not limited to: signs, parking, nonconforming uses/structures, landscaping, and fencing.
- Enforcement - Regulations, requirements, procedures, and legal remedies related to the enforcement of this code.
- Glossary
- Definitions, Abbreviations
- Measurements, Standards
- Index

RESPONSIBILITIES OF THE CONSULTANT

The following tasks are anticipated for preparation of the zoning code update:

1. Review the current municipal code and the recently adopted General Plan Update. The consultant will need to become familiar with the current Zoning Code and the General Plan which can be found on the City's website at www.coalinga.com.
2. The consultant should propose a public outreach strategy as part of the proposal. This portion of the proposal should state whether the format has been used in other cities, and why it would work well in Coalinga.
3. Staff/Consultant Meeting Attendance. The consultant will meet with staff on a monthly basis to discuss project issues and to provide updates on project status.
4. Develop Administrative Draft Review of the Zoning Code Update. The consultant will prepare the draft zoning code update based on input received at the public workshops, direction from the Assistant Community Development Director and incorporating consistency with the General Plan and State Law. Staff will review and comment on the document. This step should include at least two revisions.
5. Prepare Public Review Draft. Based on staff's review of the administrative draft, the consultant will prepare a public review draft for presentation to the Planning Commission and City Council.
6. Attend Planning Commission and City Council Meetings. The consultant will present the proposed zoning code update at public hearings of the Planning Commission and City Council.

7. Prepare Final Zoning Code Update. Upon adoption/acceptance, the consultant shall submit the final zoning code update reflecting any changes resulting from Planning Commission and City Council deliberations. The consultant shall transmit the final document in a copy ready version and electronic version that is ready for use on the City's website.

REQUIRED PROPOSAL CONTENT

All responses to this RFP must contain the following information:

1. Cover Letter. This should present the consultant's understanding of the project and the methodology that will be used. It should include the name, address, email and phone number of the person(s) to contact about the proposal.
2. Work Plan. Describe the proposed approach and activities to be accomplished. Describe what strategy you would use for public outreach. The primary effort should be directed toward consolidation of information and presentation in a clearly understandable format. Include response to creating a document that is web friendly and interactive.
3. Firm Qualifications. Describe the firm's experience in managing projects similar in nature to the proposed project. This should include a description of prior experience in working with public agencies, including working with city staff and policymakers, and preparing and presenting materials at public hearings. The proposal shall include a list of other similar zoning code update projects. This shall include the following information:
 - a. Project name and location
 - b. Brief description of project and firm's responsibilities
 - c. Preparation date
 - d. Contact name, address, and phone number for client
4. Project Team. Provide a resume of the project manager, who shall be a full-time employee of the firm, including a description of experience relevant to the project. Also provide resumes of key personnel who will be assigned to the project.
5. References. Provide three business-related references for the firm, two of which are familiar with the project manager. This shall include the name, company, contact information, and business relationship to the firm.
6. Sample. Provide a sample of a recently completed zoning code update or related project.
7. Schedule. Provide an estimated schedule to complete each of the tasks. This should include the amount of time required to complete each individual task, and the time to allow staff to review and respond to the submitted material.

8. Cost. This should include payment expectations, hourly rates, and costs for meeting attendance, printing, and other miscellaneous costs as applicable. Also include a not-to-exceed amount for completing the entire project.

SUBMITTAL

Proposals shall be submitted and identified as “Zoning Code Update.” All proposals must be received by **5:00 PM on August 10, 2010**, postmarks will not be accepted. Hand deliver or send proposals to the address below and send an electronic copy to sbrewer@coalinga.com.

Sean Brewer
Assistant Community Development Director
155 W. Durian
Coalinga, CA 93210

Anticipated Consultant Selection Schedule:

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|-------------------------------------|--------------------|
| • Interview of top firms: | August 16-27, 2010 |
| • Contract approval (City Council): | September 16, 2010 |
| • Anticipated start date: | September 21, 2010 |

If additional information or clarification is needed on this RFP, please contact Sean Brewer, at (559) 935-1533 x143 or by email at sbrewer@coalinga.com.

EVALUATION CRITERIA

Proposals will be judged on the basis of the following:

- Professional qualifications and capabilities of the firm and its personnel
- Past experience of the project manager to successfully manage such a project
- Relevant experience of the firm with similar types of projects
- Results of reference checks
- Overall quality of the proposal, including clarity of content
- Demonstration of a clear understanding of the project
- Cost related to the level of work proposed, and time schedule for completion

INDEPENDENT CONTRACTOR

For the purposes, and for the duration, of this Agreement, Consultant, its officers, agents, and employees shall act in the capacity of an Independent Contractor, and not as employee of the

City. Consultant and City expressly intend and agree that the status of Consultant, its officers, agents and employees be that of an Independent Contractor and not that of an employee of the City.

INSURANCE

Consultant agrees to obtain and maintain in full force and effect during the term of the Agreement insurance, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by City Manager. Consultant agrees to provide City with copies of required policies upon request.

Consultant shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance: Coverage shall be at least as broad as:
 - a. Insurance Services Office Form Commercial General Liability coverage (Occurrence Form CG 0001).
 - b. Insurance Services Office form number CA 0001 covering Automobile Liability, including code 1, Any auto and endorsement CA 0025, or equivalent forms subject to written approval of City.
 - c. Workers Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.
2. Minimum Limits of Insurance: Consultant shall maintain limits of insurance no less than:
 - a. General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.
 - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - c. Workers Compensation and Employers Liability: Workers Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

3. Other provisions: Insurance policies required by this Agreement shall contain the following provisions:
- a. All Policies: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested has been given to City .
 - b. General Liability and Automobile Liability Coverage:
 - i. City and their respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.
 - ii. Consultants insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.
 - iii. Consultants insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurers liability.
 - iv. Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.
 - c. Employers Liability Coverage: Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.
4. Other Requirements: Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require

that Consultant furnish City with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.

- a. Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.
- b. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- c. The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") from any and all claims, demands, costs or liability determined by a court of competent jurisdiction to have arisen from or to be connected with Consultant's negligent, or deliberately wrongful act, errors, or omissions in connection with the performance of this Agreement. Likewise, City agrees to indemnify and hold harmless Consultant and its officers, employees, and sub consultants from any and all claims, demands, costs or liability determined by a court of competent jurisdiction to have arisen from or to be connected with the City's negligent, or deliberately wrongful acts, errors, or omissions in connection with the performance of this Agreement.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance is required to be maintained by Consultant shall ensure Consultants obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

TERMINATION

Discretionary: Either party may terminate Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

Effect of Termination: Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

Return of Documents: Upon termination, any and all City documents or materials provided to Consultant and any and all of Consultant's documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to City as soon as possible, but not later than thirty (30) days after termination.