# REQUEST FOR PROPOSAL (RFP)

Consultant Services for Development of Norma Triangle Overlay District and Design Guidelines



RFP Released: December 07, 2015

RFP Questions Due: December 17, 2015 RFP Submissions Due: January 14, 2016

Project Manager: Stephanie Reich, AIA, LEED AP

**Urban Designer** 

Community Development Department

8300 Santa Monica Boulevard

City of West Hollywood, CA 90069



**REQUEST FOR PROPOSAL (RFP)**Consultant Services for Development of Norma Triangle Overlay District and Design Guidelines

## TABLE OF CONTENTS

PROJECT DESCRIPTION
PROJECT CONTEXT
SUMMARY OF SCOPE OF WORK
MAJOR DELIVERABLES
PRELIMINARY PROJECT SCHEDULE
CITY DATA AND RESOURCES
CONSULTANT SELECTION PROCESS
PROPOSAL SUBMISSION REQUIREMENTS
PROPOSAL EVALUATION CRITERIA
SELECTED CONSULTANT RULES

#### **PROJECT DESCRIPTION**

The City of West Hollywood invites qualified planning and urban design firms to respond to a Request for Proposal (RFP) to develop an Overlay District and Design Guidelines for the Norma Triangle neighborhood.

The City of West Hollywood is dedicated to quality urban design, architecture and, most importantly, a high quality of life in all neighborhoods in the city. The Norma Triangle neighborhood is characterized by small lots with primarily one-story houses in a variety of styles. One of the desirable characteristics of the neighborhood is its variety of form, style and texture. The R1B Zoned portion of the Norma Triangle neighborhood is bounded by Doheny Drive to the west, Vista Grande Street to the north, Hilldale Avenue to the east, and West Lloyd Place to the south.

In November 2014, after extensive community engagement, a Neighborhood Overlay District and Design Guidelines were adopted for the WeHo West neighborhood. The extensive community engagement effort with WeHo West Neighborhood was essential to develop agreement about priorities for new development. Residents in the Norma Triangle neighborhood have suggested that guidelines similar to the WeHo West Neighborhood Overlay District standards and Design Guidelines could be the starting point with modifications to specially tailor to their neighborhood.

#### **PROJECT CONTEXT**

The City of West Hollywood is a highly urbanized city, encompassing 1.9 square miles with a population of 34,399. With close to 18,000 people per square mile, it is one of the most densely populated cities in the United States. While the majority of the population resides in rental, multi-family properties, the city has a number of distinctive single-family neighborhoods. The Norma Triangle neighborhood was originally developed in the 1920's and 30's, and is characterized by small lots and modest houses with a variety of styles for an eclectic sensibility.

There has been very little new development in the Norma Triangle neighborhood over the last several years. The Community Development Department is currently processing a few applications for new two-story single family residences and duplexes. As a pro-active measure, the neighborhood has requested an Overlay District and Design Guidelines to make certain new development is properly tailored to the neighborhood, and that character and diversity of their neighborhood is maintained.

Residents in the Norma Triangle neighborhood have suggested that guidelines similar to the WeHo West Neighborhood Overlay District standards and Design Guidelines could be specially tailored to their neighborhood. A process of community engagement to identify key characteristics of the Norma Triangle neighborhood is essential. Using the WeHo West Neighborhood Overlay District standards and Design Guidelines as a point of departure, study of the characteristics of Norma Triangle with input from the community will provide input to create standards and guidelines tailored to this neighborhood.



#### **OVERLAY DISTRICT AND DESIGN GUIDELINES**

- 1. A Neighborhood Overlay District (NOD) is a tool included in both the General Plan and the Zoning Code that enables replacement of the Zoning Code standards in a particular neighborhood without affecting the entire city. The NOD would modify the development standards in the Zoning Code for the Norma Triangle neighborhood only. The West Hollywood West Neighborhood Overlay District is an example of the implementation of this tool.
- **2. Design Guidelines for West Hollywood West** would let designers know what is expected, while encouraging creativity. Design guidelines are the best tool to convey to homeowners, developers and architects the expectation for the high quality of overall design, mass, scale and proportions, and details. Quality of materials is also best addressed through design guidelines.

The West Hollywood West Neighborhood Overlay District and Design Guidelines would be the starting point and this effort will tailor a new NOD and Design Guidelines to the Norma Triangle Neighborhood. This effort will begin with a conversation with neighborhood residents focusing on the unique aspects of the Norma Triangle Neighborhood. Additional outreach and community meetings would be held to further develop the proposal and obtain feedback from as many residents as possible. A central information source, such as a web page or other innovative online tools, would be developed to facilitate community dialogue and extend outreach to those who cannot attend community meetings. The final Overlay Zone and Guidelines would be reviewed by the Planning Commission and approved by City Council.

#### **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: WeHo West Overlay District and Design Guidelines, Zoning Code and Design Guidelines, relevant sections of the General Plan adopted in 2011, and relevant design guidelines and Zoning Code provisions from other cities.
- **2. Community Engagement:** Outreach to the Norma Triangle neighborhood is key to the success of the project. City Staff has had preliminary meetings with some community members to hear their concerns. A series of community-wide meetings/workshops proposing solutions should be held to engage as many members of the community as possible. Additionally, other innovative online engagement tools should be developed for the project that would provide engagement for those who are less comfortable or able to attend a meeting.
- **3. Existing Conditions Analysis:** review the neighborhood to get an understanding of key elements of the neighborhood context.
- **4. Identify & Prioritize Options:** Identify and analyze Zoning Code options to address specific charachteristics of the Norma Triangle Neighborhood. Simultaneously develop design guidelines as a companion to Zoning Code changes, using the WeHo West Design Guidelines as a starting point.



### **REQUEST FOR PROPOSAL (RFP)**

Consultant Services for Development of Norma Triangle Overlay District and Design Guidelines

### **MAJOR DELIVERABLES**

- 1. Community Outreach Strategy including:
  - Community-wide workshops
  - Online engagement tools
- 2. Draft Report including analysis of alternatives including:
  - Zoning Code options including 3-dimensional illustrations
  - Illustrative Design Guidelines
- 3. City staff and Commissions review
- 4. Final product includes Neighborhood Overlay District ordinance changes and Design Guidelines The Consultant's presentation materials and final documents, and in particular the Design Guidelines, should be graphically appealing, concise and organized, and utilize graphics to provide easy-to-read and engaging reports and print materials that are easy to use on-line for both City staff and the community.

#### PRELIMINARY PROJECT SCHEDULE

December 07, 2015 RFP Released
December 17, 2015 RFP Questions Due
January 14, 2016 RFP Submissions Due
February 2016 Consultant Interviews

February 2016 Consultant Selection and Contracting

March 2016 Project Kick Off

April-June 2016 Community Engagement, Draft Documents

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 policy document:

West Hollywood West Overlay District: http://www.weho.org/Home/ShowDocument?id=17786 West Hollywood West Design Guidelines: http://www.weho.org/Home/ShowDocument?id=17788 General Plan 2035: http://www.weho.org/city-hall/city-departments/community-development/general-plan-2035/west-hollywood-general-plan-2035-and-west-hollywood-climate-action-plan City of West Hollywood Zoning Ordinance: http://qcode.us/codes/westhollywood/view.php?topic=19& expand=1&frames=off

#### **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 Stephanie Reich at sreich@weho.org or faxed to (323) 848-6569 by 5pm on Monday, March 17, 2014. 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.

The proposer should mail, courier, or hand deliver seven (7) sealed proposals and (1) digital copy to the City of West Hollywood, no later than Thursday January 14, 2016 at 4:00PM with the subject line "Norma Triangle Neighborhood Overlay District and Design Guidelines RFP Submission." Proposals received after this time and date will not be considered and may not 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 in enclosed in envelopes plainly marked with the following information – Proposal: Norma Triangle Overlay District and Design Guidelines
Name of Firm
Name of Contact Person
Address
Telephone Number
Email Address

Attn: City Clerk 8300 Santa Monica Blvd West Hollywood, CA 90069

Proposal: Norma Triangle Neighborhood Overlay District and Design Guidelines RFP Submission

After a Consultant is selected, the Urban Designer 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 urban design, planning policy and/or design guidelines, 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.

- **C. Firm Experience:** Describe experience related to urban design, neighborhood design guidelines, and/ or policy planning projects, with projects of similar size and scope. Provide references for at least 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 planners, architects and/or urban designers with experience in outreach, planning policy and design guidelines. 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.
- **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 time frame 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 EVALUATION CRITERIA**

Submitted proposals shall be evaluated using the following key criteria:

- Firm experience and demonstrated ability to deliver high quality, innovative 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, urban design projects and/or design guidelines 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 Urban Designer 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.