

**REQUEST FOR PROPOSALS  
(RFP)**

**CITY OF BAYTOWN, TEXAS**



**Unified Land Development Code Update**

**Submittal Deadline: 3:00 p.m. on Tuesday, July 5, 2022**

**Return Proposals to:  
Planning & Development Services  
ATTN: Francesca Linder  
2401 Market Street  
Baytown, Texas 77520**

## RFP ADDENDUM: RESPONSES TO QUESTIONS

This document contains all questions received by the June 27<sup>th</sup>, 2022 deadline and a response from the City of Baytown.

1. Does this scope of work include access to development service agreements and/or PD documentation to help rewrite the unified development plan? If so, are any of these areas in the ETJ?

**City of Baytown Response:** Yes, the consultant will have access to development service agreements and PUD documentation. There are several agreements in the ETJ many are still being developed.

2. Does the scope of work include a review of the existing code of ordinances such as Subpart B, Land Development Code Chapters 110 to 126

**City of Baytown Response:** The scope of work will include the review of the following existing codes: (1) Zoning Code, (2) Subdivision Code, (3) Landscaping Code, and (4) Parking Code. These codes will be moved to the ULDC prior to this project commencing.

3. What type of interest is there with the ETJ with preservation and development?

**City of Baytown Response:** The City of Baytown expects our current growth rate to continue for the foreseeable future. This includes residential, commercial, and industrial growth in our Northern, Eastern, and Southern ETJ. The City of Baytown's Comprehensive Plan 2040 FLUM (<https://online.encodeplus.com/regs/baytown-tx-cp/doclibrary.aspx?id=7a3adfc9-8314-4a8c-90fc-2a079efd68cf>) illustrates which area is anticipated for development or designated to maintain its rural character.

4. Is the idea to limit the unified development plan to the city limits or to expand it to the ETJ?

**City of Baytown Response:** The majority of the ULDC must be limited to City Limits due to limited Municipal authority in the ETJ. However, portions of the ULDC would apply to the ETJ, such as the Subdivision Code.

5. Can you provide the link to the Parks Master Plan? I haven't been able to locate it on the City's website

**City of Baytown Response:** The Parks, Recreation, Trails, & Open Space Master Plan is available here: <https://www.baytown.org/704/Reports>

## I. Project Description and Goals

The City of Baytown is a fast-growing city located on the Texas Gulf Coast along the north side of Galveston Bay, approximately 20 miles east of Houston. The City's current population is 82,017 and is anticipated to grow to 108,394 by 2040. The residential growth is mirrored by significant industrial and logistical growth within the City Limits and adjacent industrial districts. This projected growth requires that the City rapidly faces new challenges.

To ensure the City develops in an orderly manner the City recently adopted [Comprehensive Plan 2040](#), [5-Year Strategic Plan](#), and [Parks, Recreation, Trails, & Open Space Master Plan](#) within the last nine (9) months. The City is also actively working to improve permitting procedures including launching an online permitting system last year. A natural extension of these endeavors is to update the City's ULDC.

The Current ULDC was adopted in 2012 and only included zoning regulations. Other land development regulations remained in separate chapters within the Code of Ordinances, and several have not been updated for many years. This disorganization has caused inconsistencies between regulations and created a barrier to development. Recently, the City has moved all regulations that pertain to land development into the ULDC. This includes the:

- a. Zoning Code;
- b. Subdivision Code;
- c. Landscaping Code;
- d. Sign Code (this Code has been updated in 2022); and
- e. Parking Code;

The consultant will be expected to analyze the City's current ULDC; develop and conduct a public engagement strategy; develop form-based zoning for specified areas; create an implementation plan for City staff and key stakeholders, and draft a revised ULDC that reflects at a minimum:

- a. Improvements to the overall organization, and ease of use;
- b. Removal of all inconsistencies;
- c. Incorporation of current best practices;
- d. Implementation of form-based zoning for the Downtown Arts District and San Jacinto District;
- e. Incorporation of diagrams, tables, graphics, and illustrations that clarify and enhance understanding of relevant code sections; and
- f. Revisions to or possible new development of zoning districts that better reflect the City's goals, policies, and visions.

The final draft ULDC will be presented by the chosen consultant and City staff, through the City's public hearing process, for adoption. The total budgeted amount for this project is \$250,000 and the process is anticipated to take 30 months to complete.

## **II. SCOPE OF WORK**

The selected consultant will lead the project process and develop project deliverables with oversight from the Neighborhood Planning Manager. All work shall be completed in accordance with applicable City standards and within the agreed-upon timeline. The Scope of Work is to serve as a framework that Proposers can use to develop a more detailed scope of services based on their professional expertise and knowledge. The final Scope of Services will be developed in collaboration with the selected consultant(s) and City Staff prior to contract approval. At a minimum, the selected Proposer will be responsible for the following items and deliverables for the project:

- a. Review and Analysis
  - i. Description: Review the City's ULDC, including but not limited to, identifying all issues, omissions, inconsistencies, conflicts, overlaps, redundancies, and outdated provisions, and provide a written assessment of findings/opportunities for improvements.
  - ii. Deliverable(s): A report identifying the issues, omissions, inconsistencies, conflicts, overlaps, redundancies, outdated provisions, and missing topics.
- b. Public Engagement
  - i. Description: Develop, coordinate, and conduct a diverse public engagement strategy designed to inform key stakeholders and the community at large. Methods should include various formats and scales of meetings from community-wide open houses to small listening sessions. The public engagement strategy should also utilize BaytownEngage.com and social media.
  - ii. Deliverable(s): (1) All necessary engagement materials including, but not limited to, presentations, infographics, social media posts, and promotional graphics; (2) midway and final report on public engagement activities and outcomes.
- c. Evaluating Form Based Districts:
  - i. Description: Analyze and evaluate Baytown's unique Downtown Arts District, and the San Jacinto Boulevard special planning area to develop area-specific form-based code for these areas.
- d. Document
  - i. Description: Create a draft(s) ULDC for review by staff that is user-friendly and easily navigable via an online based platform for the general public, stakeholders, elected officials, and the development community; incorporates diagrams, tables, graphics, and illustrations; and is deemed legally sound by consultant's legal team.

- ii. Deliverables: (1) Draft(s) ULDC for review by staff and key stakeholder, with all diagrams, tables, graphics, and illustrations, that reflects best practices, the projects goals, and address the current assessment report and outcome from the public engagement effort; (2) final ULDC files, including graphics and illustrations, in appropriate formats.
- e. Implementation:
  - i. Description: Provide resources and assistance to aid City staff with the implementation of the new code through a ‘start-up’ period not to exceed 6 months.
  - ii. Deliverable: Written guide and series of in-person training to aid City Staff and key stakeholders in understanding, interrupting, and enforcing the new ULDC.

### III. PROPOSAL FORMAT

At a minimum, each proposal should include the following components. **No proposal over 20 pages will be accepted.**

- a. A narrative for each key personnel and subcontractor related work experience, education, training, and any other pertinent data that would demonstrate competence and experience in this type of work. Please note if any proposed individual would be a subcontractor or consultant outside the lead firm. Explain the firm’s experience with each subcontractor listed. No change in the proposed key personnel or subcontractors will be approved without the express written consent of the City.
- b. Description of the consultant’s experience with projects of this scope and complexity. The consultant should include a description of a maximum of three (3) past projects of similar size and scope, preferably led by the same project lead. At a minimum, each example should include the following:
  - i. Project name and location;
  - ii. How the overall sample project experience relates to this RFP;
  - iii. Year project completed and a brief explanation regarding steps Proposer’s team member(s) took to maintain project schedule;
  - iv. Description of services provided;
  - v. Name of client and/or owner and current telephone number and e-mail address;
  - vi. Total project duration, and whether or not the project was completed on time; and
  - vii. Graphics and illustrations of the project.
- c. Description of how your firm will approach the development of ULDC.
- d. Provide a high-level matrix/spreadsheet that identifies: overall project timeline with major project tasks and milestones; estimated date for completing each task; personnel and their

hours planned for each task; and the total number of hours for each task.

- e. Proposal of cost which includes:
  - i. Proposed labor hours and billing labor rates for each key staff person; and
  - ii. Total proposed price detailed by service for the completed project.

#### **IV. SELECTION PROCESS**

The City will: a) review all proposals b) invite selected Proposers to participate in an interview process, and c) select the Proposer whom it believes will provide the best value to the City of Baytown. In determining the best value for the City, the following items will be considered and weighed as described:

- a. Similar work experience and references of past performance (15%);
- b. Experience of key personnel (15%);
- c. Demonstrated understanding of the local conditions and scope of the Projects (20%);
- d. The Proposer's creative strategy to engage the Baytown community (15%);
- e. Demonstrated inclusivity of the City's existing goals with the development of the Projects (15%);
- f. The overall quality of the proposal (10%); and
- g. The total short-term and long-term cost to the City to acquire the Proposer's goods and services (10%).

If this RFP results in a contract offer by the City of Baytown, a specific scope of work, fees, and other contractual matters will be determined during contract negotiations.

#### **V. ANTICIPATED PROJECT TIMELINE**

<u>Item:</u>	<u>Date:</u>
a. RFP issued:	June 14
b. Deadline for submitting written questions:	June 27
c. Proposals due:	July 5
d. Interviews of selected proposers (if necessary):	July 14
e. Contract Award (Projected):	August 11
f. Project Commencement (Projected):	September 1

#### **VI.**

## RFP DUE DATE/INQUIRIES

Proposals must be received no later than **Tuesday, July 5, 2022, by 3 p.m. Central Daylight Time** where they will be stamped on arrival. **Please note that electronic, e-mailed, faxed, or late proposals will not be accepted.** Interested proposers must submit seven (7) paper copies and one (1) digital copy of the proposal with a label on the outside containing the proposer's name and name of the project. Address the correspondence as follows:

**City of Baytown  
Planning & Development Services Department  
ATTN: Francesca Linder  
2401 Market Street  
Baytown, TX 77520**

Questions or comments should be addressed to Francesca Linder, Neighborhood Planning Manager, at 281-420-5396 or [Francesca.linder@baytown.org](mailto:Francesca.linder@baytown.org).

## VII. REQUIRED INSURANCE AND INDEMNIFICATION

### **Insurance:**

The Proposer shall procure and maintain at its sole cost and expense for the duration of any contract awarded, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services provided hereunder by the Proposer, its agents, representatives, volunteers, employees or subcontractors.

The Proposer's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of the Proposer's insurance and shall not contribute to it. Further, the Proposer shall include all subcontractors, agents and assigns as an additional insured under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverage for subcontractors and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in a contract under this Request for Proposals:

1. Commercial General Liability  
(CGL) General Aggregate: \$2,000,000  
Products & Completed Operations: \$1,000,000  
Personal & Advertising Injury: \$1,000,000  
Per Occurrence: \$1,000,000
  - Coverage shall be broad form CGL.
  - No coverage shall be excluded from standard policy without notification of individual exclusions being attached for review and acceptance.

- Waiver of subrogation required.
2. Business Automobile Policy (BAP)
    - Combined Single Limits:  
\$1,000,000
      - Coverage for “Any Auto.”
      - Waiver of Subrogation required.
  3. Workers’ Compensation
    - Insurance Statutory Limits
      - Employer’s Liability \$500,000
      - Waiver of Subrogation required

The following shall be applicable to all policies of insurance required herein.

1. Insurance carrier must have an A.M. Best Rating of A-: VII or better.
2. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Liability policies must be on occurrence form.
4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the City.
5. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies.
6. A waiver of subrogation in favor of the City is required on all policies.
7. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
8. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverage shall be furnished to the City.
9. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of the Proposer. The Proposer shall provide copies of insurance policies required hereunder to the City upon request.

**Indemnity:**

**THE PROPOSER AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREAFTER REFERRED TO AS THE “CITY”) FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR DAMAGES TO ANY PERSON(S) OR PROPERTY TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY**

**INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROPOSER OR THE PROPOSER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROPOSER EXERCISES CONTROL (COLLECTIVELY THE PROPOSER'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE PROPOSER AND CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE PROPOSER TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE PROPOSER'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE PROPOSER'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE PROPOSER'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, THE PROPOSER FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.**

#### **IIIV. SPECIAL CONDITIONS**

This RFP does not commit the City to enter into, procure or award a contract for the scope of services described herein.

All information submitted in response to this RFP shall become the property of the City, and as such may be used by the City in any manner.

The City has sole discretion and reserves the right to reject any and all proposals received with respect to this RFP and to cancel the RFP at any time prior to entering into a formal contract. The City reserves the right to reasonably request additional information or clarification of information provided in any proposal without changing the terms of the RFP.

The City reserves the right to waive any technicalities or formalities in any proposal.

Proposers acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by any Proposer or any member thereof as a result of, or arising out of, submitting a proposal, negotiating changes to such proposal, or due to the City's acceptance or non-acceptance of the proposal.

If any Proposer considers any portion of the proposal to be confidential and/or proprietary and that disclosure of its contents to competitors would cause substantial competitive harm, said Proposer must clearly identify those portions of the proposal by putting the term **CONFIDENTIAL OR PROPRIETARY** in bold letters on the applicable page(s). If such information is requested pursuant to the Texas Public Information Act, the Proposer will be given notice of the public information request and may make arguments before the Texas Attorney General as to why the information should not be disclosed. The City will have no obligation to make any arguments to and will abide by the decision of the Texas Attorney General.

Neither the City nor any of its officers, agents, consultants, or employees shall be responsible for the accuracy of any information provided as part of this RFP. The use of any of this information in the preparation of a response to this RFP is at the sole risk of the Proposer.

Any response to this RFP will remain in effect for 120 days after the date of submission.

The Proposer shall not collude in any manner or engage in any practices with any other Proposer(s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the Proposer's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.

All responses submitted must be the original work product of the Proposer. The copying, paraphrasing, or other use of substantial portions of the work product of another is not permitted. Failure to adhere to this instruction will cause the City to reject the response.