



Request for Proposal #2223-29 – ISSUED February 24, 2023

**TOWN OF CHESHIRE, CONNECTICUT
WEST MAIN STREET BUSINESS DISTRICT
ZONING CODE UPDATE**

Proposal Requested

The Town of Cheshire is seeking a consultant to update the Zoning Code within a specific area referred to as the West Main Street Business District (district) to include form-based elements alongside updated use classifications. This project is being initiated upon The Town of Cheshire receiving funding from the State of Connecticut Department of Economic and Community Development (DECD) Brownfield Area Redevelopment (BAR) Grant. The selected consultant will work with Planning & Economic Development staff, Planning Commission, and the BAR Steering Committee to review the existing code and built environment, facilitate public engagement, and draft the proposed update for consideration by the Planning & Zoning Commission.

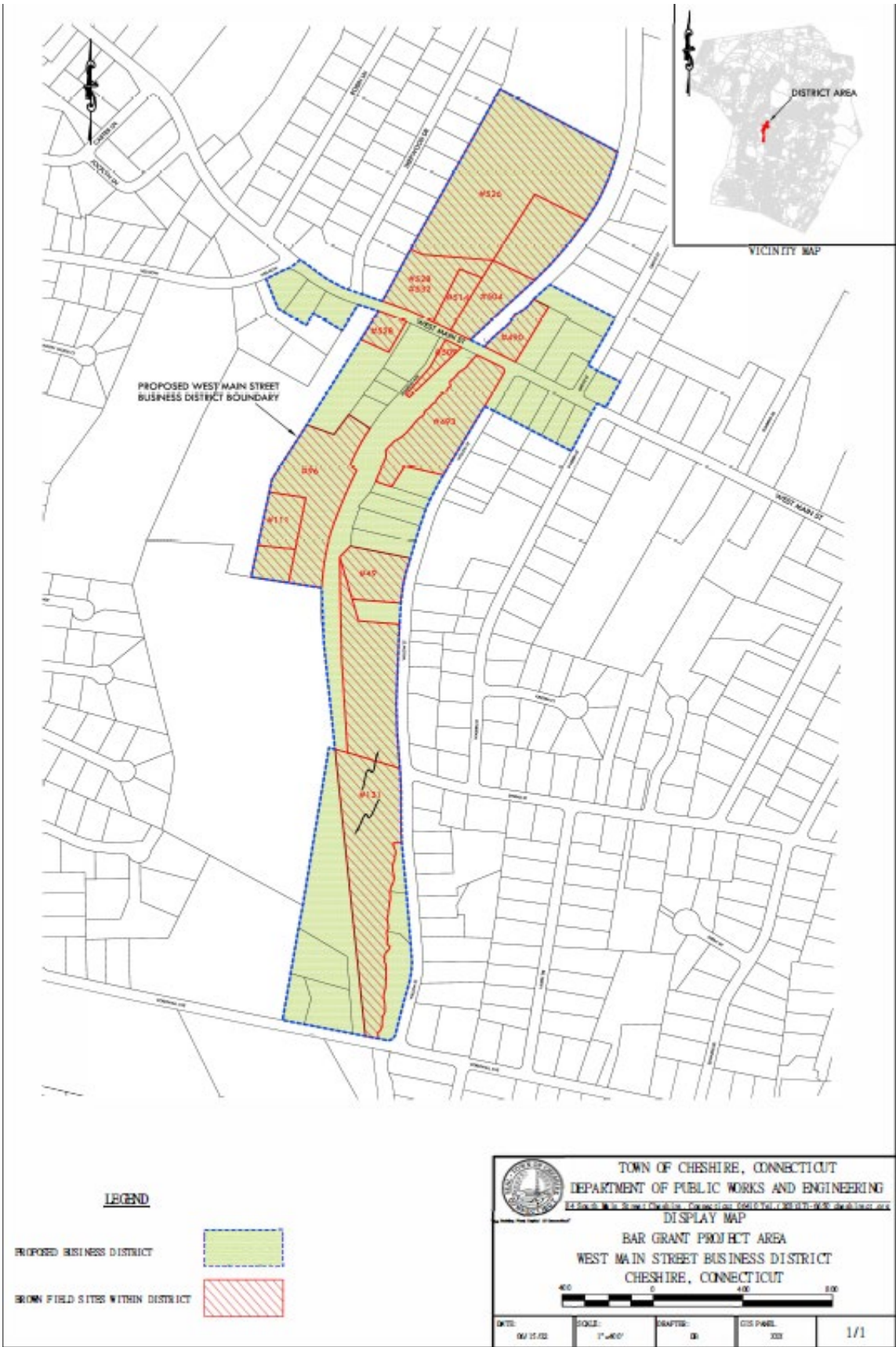
Proposals shall be received at the Office of The Town Manager / Economic Development ***on March 29, 2023 no later than 3:30pm addressed as follows:***

**BAR PLANNING GRANT RFP #2223-29
Andrew Martelli – Coordinator of Economic Development
Cheshire Town Hall – 84 South Main Street – Room 221
Cheshire, CT 06410**

Project Background

The Town of Cheshire was awarded a Brownfield Area-Wide Revitalization (BAR) Planning Grant by DECD in response to an application submitted by the Town for the district. The grant is for costs associated with developing flexible zoning regulations which will encourage the adaptive reuse of existing properties / structures within the West Main Street Business District. The Town is seeking the assistance of a qualified planning firm that will assist with the development of new zoning regulations through a public engagement and visioning process. It is the goal that the new regulations will provide flexible regulatory options that promote sustainable, walkable, and affordable redevelopment of the district.

Please see attached map depicting limits of The West Main Street Business District on Page 2 of this RFP:



Project Background Continued

The Town of Cheshire is approximately 33 square miles with a population of approximately 29,000 individuals and a median household income of \$112,170. The focus of the BAR Planning Grant is the West Main Street Business District (district); a mixture of commercial, industrial and residential uses. The area is densely settled along State Route 70 and is bisected by the Farmington Canal Heritage Trail (trail). The areas development is attributed to its location along the former rail line and early industry that was centered in the Project Area. One of the Town of Cheshire's goals has been to create a walkable downtown district. The district has seen a continuing revitalization from both the public and private sectors. The Town has invested heavily into infrastructure with the assistance of CT STEAP grants for streetscape improvements. The Department of Transportation expanded the Farmington Canal Linear Trail through the area. Brian's Guitars, West Main Street Music Academy, Fuoco Restaurant Ball & Socket Arts and other retail and dining establishments have located here in the past five years. This year the Rebel Interactive Group announced their acquisition of a building in the district bringing over ninety dynamic jobs and exciting future growth potential. The combination of investment, central location, walkability to Cheshire's charming neighborhoods and the beautiful Farmington Canal Heritage Trail have created both a local and regional destination that the Town is seeking assistance to foster and properly develop.

The total land area of Cheshire is approximately 33 square miles. The community was and continues to be deeply rooted in agriculture. Generally, Cheshire is suburban in nature with most building lots larger than one acre following an organic growth pattern as large tracts of land were subdivided in post-World War II residential development. The Project Area is one of the most densely populated commercial, residential and industrial corridors in the Community.

The district historically developed from the construction of the Farmington Canal in the 1800's that was later replaced by the New Haven Northampton Railroad. The District became the center for industry and commerce for the Town of Cheshire from the direct connection to the Railroad. The Cheshire Manufacturing Company was founded here in the mid 1800's later becoming The Ball & Socket Manufacturing Company (Ball & Socket). Ball & Socket was once a leading employer in Cheshire and was the key economic driver of the Project Area. In the late 1990's the factory ceased operations resulting in job loss and disinvestment in the district. After the closure of Ball & Socket, the rail line that once crossed the Project Area was abandoned. Over time, the rail line was converted into the multi-use Farmington Canal Heritage Trail (Trail).

The Trail bisects the Center of the West Main Street Business District. The Trail is a linear park stretching from New Haven for 54 miles into southern Massachusetts. The Trail connects with the 18-mile Farmington River Trail, along with other hiking and walking trails. It is championed by two groups: the Farmington Valley Trail Council and the Farmington Canal Rail-to-Trail Association. The trail is widely used by both pedestrians, cyclists, inline skaters and other groups and is a major asset to its host communities including Cheshire. At its intersection with West Main Street, a signalized crossing exists that was integrated into the Street scape development.

The Project Area includes a total of fifty (50) parcels as identified on the attached map. Of the total parcels, fourteen (14) are identified as having or suspected of having environmental concerns. The parcels are a mixture of commercial, industrial, and residential uses. The historical uses include manufacturing, auto body, auto repair / fuel stations, railroad storage, and lumberyards. The State of Connecticut Brownfield inventory of the Department of Energy and Environmental Protection identify six (6) parcels in the Project Area on its "Hazardous Waste Facilities" as defined by Section 22a-134f of the Connecticut General Statutes. Said parcels have documented cleanups either completed, assessments performed, or in the case of Ball & Socket, RCRA Corrective Action.

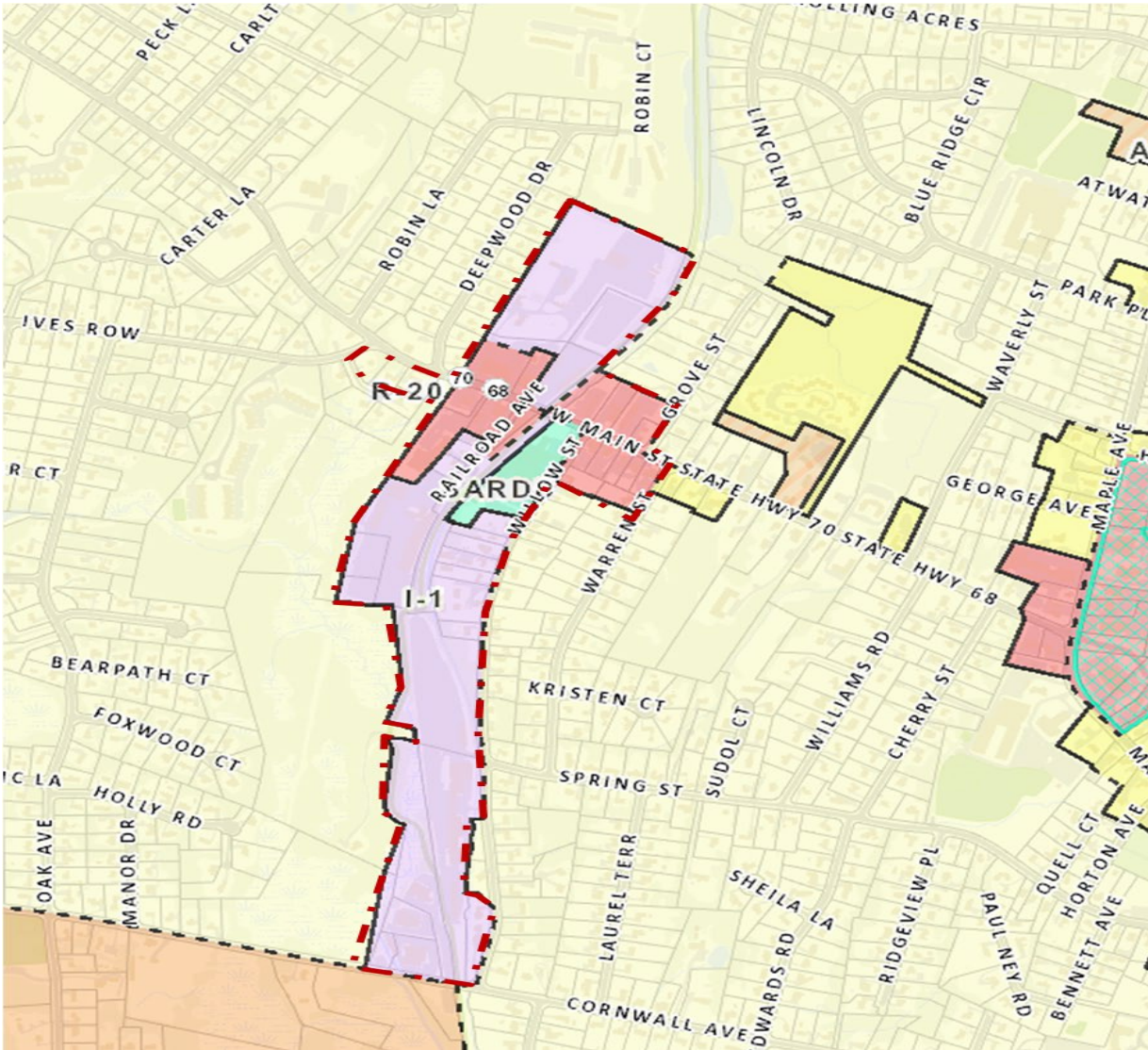
Ball & Socket has been environmentally assessed for both its hazardous building materials and subsurface contamination. The property has undergone and continues to undergo environmental remediation. Fuss & O'Neil is the Licensed Environmental Professional (LEP) overseeing site remediation as specific interior and subsurface remediation has occurred. Metals were long processed at the factory with Volatile Organic Compounds (VOC) documented. Adjacent to the Ball & Socket site, is the former Farmington Canal that runs along the Farmington Canal Heritage multi-use trail. The Town of Cheshire will be performing an assessment to dredge the canal in the Project Area as part of its capital budget utilizing local funds. Ball & Socket continues to seek Brownfield remediation grants and fundraising to remedy years of industrial contamination. This grant application does not seek funding for environmental assessment.

The organic growth pattern of the area, disinvestment, later reinvestment and the lack of a cohesive plan have resulted in a mix of uses not supported by the Town's Plan of Conservation & Development nor in line with current zoning regulations. The area's development predates current zoning regulations and the Town's existing regulations do not foster district-based zoning to support the creation of a true town center.

The need for a concrete plan and vision for the district is urgent as a large employer has recently located here and development continues at the Ball & Socket site. Ball & Socket Arts (BaSA) is rising from the historic Ball & Socket Manufacturing Company complex. The property was acquired utilizing funding from the State Department of Economic and Community Development (DECD). Since acquisition, BaSA and the Town of Cheshire have applied for and received brownfield assessment and remediation grants to ready the site for redevelopment. Fundraising activities have resulted in well over one million dollars in private donations. The project is a true private public partnership bringing about amazing results while preserving the historic character of site structures and repurposing the spaces for a variety of uses. Phase I of the project opened in the Summer of 2022 featuring the local favorite Sweet Claude's Ice Cream Shop. 3,300SF of arts programming space, on-site management offices and a public art gallery are anticipated to open in 2023 as is a new sixty-six (66) car surface parking area with direct access to the trail. Repurposing the site will not only clean and remediate an existing brownfield it will also preserve and adaptively reuse historic structures, co locate commerce and the arts, promote outdoor trail use, generate jobs and add to the artistic offerings of Central Connecticut.

Current Zoning

The current zoning for district is a mix of residential, industrial, and commercial. Below is copy of the current zoning map with the district's boundary highlighted in red.



Estimated Timeline

Details of the RFP timeline are noted below and are tentative and subject to change

RFP published	February 24, 2023
Deadline for proposal questions and notice of interest	March 8, 2023
Issuance of Addendum	March 15, 2023
Proposals due	March 29, 2023
Firms notified of interview (if needed)	April 3, 2023
Interviews (if needed)	Week of April 17 th
Contract Award	May 17, 2023

The proposed review timeline is subject to change at the discretion of the Town of Cheshire. The Town anticipates the need to conduct interviews within this RFP process. The Town will not be legally obligated to adhere to the dates for interviews, recommendations, and award. Interviews will be with staff and possible representative(s) of the Steering Committee and Town staff.

Project Scope

PRIMARY WORK PRODUCT: This contract will result in a new zoning code meant to update the present zoning and other local land development regulations that apply to the West Main Street District. It is the intent of the Town of Cheshire to adopt the recommendation of the consultant within thirty (30) weeks from contract execution with tasks and estimated durations as follows:

Task 1 Initial Review, Analysis and Project Introduction (Six (6) Weeks)

- A. Research and Interviews.** The Consultant will review the existing, applicable zoning standards and design guidelines in preparation to commence the project. Upon familiarity, the Consultant will interview stakeholders / property owners within the district. These interviews will include groups and individuals including elected officials, nonprofit organization leaders, property owners and or business owners within the district, neighborhood representatives, developers, business organizations, and municipal staff.
- B. Site Analysis.** The Consultant will become familiar with the physical details of the district and the historic patterns of development, current redevelopment and architecture in the surrounding area.
- C. Communication.** The Consultant will draft a press release to inform the local community about the planning efforts to be undertaken. The Consultant will provide information for the Town's website, including text, photographs, maps, renderings, and other images. This material will describe the Consultant's credentials and help explain the project's process.
- D. Project Introduction.** The Consultant will introduce the project and present the findings from their initial review and analysis to the Steering Committee.

Task 2 Public Design Process (Seven (7) Weeks)

- A. Generate necessary background maps.** The Town will provide all necessary base map information as needed by the Consultant. These documents will be used to produce the maps that will be used during the preparation of the new zoning code and amendments to new zoning map.
- B. Public Workshop and/or Design Charrette.** The Consultant will organize and lead at least two design workshops or full planning charrettes to engage the community, gather ideas and goals, and formulate implementation strategies. The Consultant will tailor the workshops or charrettes to obtain maximum community input to produce the best possible master plan on which to base the new code. The charrette format will also take into consideration the findings of the initial site analysis, input from staff, and information obtained at previous meetings, workshops, and interviews with district property owners. While the result will be new land development regulations, the public process will include discussions of alternatives for street design, street connectivity, and town planning strategies that create vital town centers, corridors, and livable neighborhoods. At the conclusion of the workshops, the Consultant will present the work generated to the steering committee, including plans, renderings, and regulatory findings that reflect ideas articulated in the workshops and Task 1 deliverables.

Task 3 Drafting the New Zoning Code for the West Main Street Business District (Four (4) Weeks)

- A. Design Parameters for new zoning code** The intent of the new code is to promote development ensuring high-quality public spaces defined by a variety of building types and uses including housing, retail, office, and industrial spaces. The new code shall incorporate a regulating plan, building form standards, use regulations, and other elements needed to implement the principles of functional and practical management of growth. Sections of this document would typically include the following:
 - 1. Overview, including definitions, principles, and intent; and explanation of the regulations and process in clear user-friendly language.
 - 2. Regulating Plan (a schematic representation of the master plan) illustrating the location of streets, blocks, public spaces, existing municipal parking and other special features. Regulating plans may also include aspects of Building Form Standards such as “build-to-lines” or “required building lines” and building type or form designations.
 - 3. Building Form Standards governing basic building form, placement, and fundamental elements to ensure that all buildings complement neighboring structures and the street. These standards should be based upon study of building types appropriate for the town, region, and neighborhood vitality.
 - 4. As determined to be necessary, building or lot types, architectural standards including unified façade design, uniform signage; both public and private, landscape standards, and parking standards shall be incorporated.
- B. Integration of New Zoning Code** The new zoning code must be integrated into the Town of Cheshire’s existing regulatory framework in a manner that ensures procedural consistency, conformity with state and local legal requirements, provides clarity as to applicability of existing regulations, and maximizes the effectiveness of the code.

Task 4 Refining the New Zoning Code (Four (4) Weeks)

- A. Presentation of First Draft.** The Consultant will present the first draft of the new zoning code at a joint workshop of the Planning and Zoning Commission and Steering Committee for the purpose of gathering comments.
- B. Presentation of the Second Draft.** After making revisions in response to comments on the first draft, the Consultant will present the second draft of the new zoning code at another joint workshop of the Planning and Zoning Commission and Steering Committee for recommendation of approval, as determined by the Town of Cheshire.

Task 5 Approval Process (Eight (8) Weeks)

- A. Public Hearing Presentations.** Upon positive recommendation of the zoning code the consultant will assist with the submission of the application for a zoning text amendment and or zoning map amendment to the Planning and Zoning Commission for review and approval.
- B. Additional Revisions.** The Consultant will be responsible for up to two rounds of revisions that may become necessary between presentations. Town staff will be responsible for collecting comments, questions, and suggestions for these refinements from various sources and consolidating them into a series of action items for revision or responses if necessary
- C. Final Adoption of Zoning Amendments.** After adoption of the new zoning code, the consultant is responsible to provide Cheshire's Town Planner with approved code documents for final integration into the Town of Cheshire's Zoning Regulations and or district map. Deliverables must be in word format for regulations and formatted for integration into the Town of Cheshire's GIS mapping database (for potential changes to zoning district map / layers).

Proposal Content

The proposal should not exceed 10 single-sided pages, not including appendices, and should address the following:

1. Transmittal Information
 - a. Firm's name, address, telephone number and contact person(s).
 - b. Firm's confirmation of understanding of the project and commitment to provide the appropriate personnel, equipment and facilities to perform the scope of services as defined in this document.

2. Approach
 - a. Provide a description of the anticipated planning efforts in relation to the defined Project Scope.
 - b. Identify your expected public engagement efforts, including number and purpose of meetings or other activities. Please include details of virtual or in-person expectations.
 - c. Outline your proposed staffing levels and activities.
 - d. Provide estimated hours for all tasks.

3. Personnel Experience

For each project team member please submit a BRIEF description of the following:

 - a. Name
 - b. Proposed responsibilities
 - c. Professional registrations
 - d. Description of related past experience, particularly experience of a similar capacity on projects of comparable size and/or scope
 - e. Profiles or resumes may be included within appendices.

4. Previous work samples and references
 - a. Provide examples of similar related work dealing with zoning code updates. Full documents may be attached as hyperlinks or appendices, as necessary.
 - b. Provide a list of references of comparable clients with email and phone contacts.

5. Cost
 - a. Provide a cost "not to exceed" per task along with an hourly rate for each project team member working on those tasks and the expected hours by task and position to satisfactorily perform the scope of services.
 - b. Please note there will be no reimbursement for travel time, meals, or mileage; these incidental costs should be included in the hourly rates.
 - c. Describe the circumstances under which you would propose to modify the fees, including the rate at which the Town would be charged for additional work, and how you would communicate such a potential modification to the Town.

6. Contract
 - a. Please attach a copy of your standard contract for these types of services in the email submitting the proposal.

7. Insurance
 - a. The proposal must include either a description of the firm's insurance or a certificate of insurance outlining the firm's insurance policies which evidence compliance with the requirements noted in the *Terms and Conditions* section of this RFP.

Terms and Conditions

Payment Terms

All invoices will be processed within 30 days based upon completion of defined deliverables to be confirmed within the contract, pending verification and the receipt of any required documentation of services provided in accordance with terms of the agreement. Payment will be issued based on monthly invoices for payment based on an hourly rate and identification of percentage of tasks completed.

Insurance

The successful firm shall, at all times during the term of the agreement, keep in force and effect insurance policies commercial general liability, commercial automobile, professional liability, and workers compensation insurance in the amounts required by the contract, issued by a company or companies authorized to do business in the State of Connecticut and satisfactory to the Town. Such insurance shall be primary. Prior to execution of the written contract, the firm shall furnish the Town with a Certificate of Insurance listing the Town as an additional insured and upon request, certified copies of the required policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or nonrenewal during the term of the agreement. Failure to submit an insurance certificate, as required, can make the contract voidable at the Town's discretion. Additionally, the Firm shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by The Town.

Nondiscrimination

In connection with the performance of work under this agreement, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.

Assignment or Subcontract

The contract may not be assigned or subcontracted by the firm without the prior written consent of the Town. If all or a portion of the contract work is proposed to be assigned or subcontracted, the name of the individual(s) to complete the work, address and firm proposed shall be submitted within the scope of the proposal.

Independent Contractor Status

The firm agrees that it is an Independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

Amendments to Contract

This contract may be modified only by written amendment to the contract, signed by both parties.

Waiver

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

Indemnification

The consultant agrees to indemnify, hold harmless, and defend the Town, its officers, agents and employees from any and all liability including claims, demands, costs, expenses, damages, actions or causes of action, proceedings or fines, together with any and all losses, costs, or expense, including attorney fees, where such liability arises out of or is related to the acts, errors, or omissions of the firm, its employees, agents or subcontractors.

Contract Period

The term of this contract will be specified in the contract based on the expected timeline to complete the required analysis and plan document.

Termination of Contract

To be defined in the contract.

Professional Services Contract

If your proposal is accepted and a contract is issued, then this Request for Proposal and all documents attached hereto including any amendments, the firm's technical and price proposals, and any other written offers/clarifications made by the firm and accepted by the Town, will be incorporated into a contract between the Town and the firm, it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of the parties hereto.

The submission of a proposal shall be considered as a representation that the firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the Town, execution of the contract by the proper officials, and delivery of the fully executed contract to the firm. Acceptance may be revoked at any time prior to delivery of the fully executed contract to the successful firm. The contract may be amended only by written agreement between the firm and the Town of Cheshire.

Selection Criteria

Town staff and the Steering Committee will consider the following in evaluation of the proposals:

1. Qualifications and demonstrated past record of performance of the consultant and team on similar projects.
2. Quality and content of the written proposal.
3. Experience and technical competence of the consultant and project team assigned to the project (developing municipal zoning codes, building community consensus, written and oral presentation skills, etc.), including previous work samples and references.
4. Familiarity of the consultant with the types of issues typically encountered on projects such as this and the recommended alternatives to address such issues, based on similar/comparable projects performed by consultant.
5. General understanding and agreement with the consultant's approach to the project, including public engagement and the Town's confidence in the consultant's ability to satisfactorily perform the work.
6. Ability and capacity to complete the project within the necessary time frame.
7. Participation of Disadvantaged Business Enterprises.
8. Cost.

Instructions to Firms

Submittal Instructions

1. Please provide one (1) digital copy to Andrew.martelli@cheshirect.org and ten (10) hardcopies to:

BAR PLANNING GRANT RFP #2223-29
Andrew Martelli – Coordinator of Economic Development
Cheshire Town Hall – 84 South Main Street – Room 221
Cheshire, CT 06410

Submittal Deadline
3:30 PM
Wednesday, March 29, 2023

2. Proposals will be accepted on or before the deadline identified above. Proposals received after that date and time will be rejected. Proposals will not be opened publicly.
3. Questions regarding this RFP should only be directed to staff member identified above. Contact with elected officials, committee members and other staff members is grounds for disqualification.

This RFP does not commit the Town to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. Depending on cost, the Town may opt to remove portions of the scope, prior to the contract period. The Town reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the Town of Cheshire to do so.

Amendments

This Request for Proposals may be amended by the Town in response to need for further clarification, specifications and/or requirements changes, new opening date, etc. Copies of the amendment will be e-mailed to prospective vendors.

Proposals may be withdrawn only in total, and only by a written request to the Town prior to the time and date scheduled for opening of proposals.

Contract Administration

The primary contact for contract administration of this proposal:

Andrew Martelli, Coordinator of Economic Development
Andrew.martelli@cheshirect.org
(203) 271-6679

In the absence of the primary contact, the secondary contact for contraction administration is:

Michael Glidden, Town Planner / Development Coordinator
mglidden@cheshirect.org
(203) 271-6671

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