

Town of Windham

Planning Department
8 School Road
Windham, ME 04062

voice 207.894.5960 ex. 2

fax 207.892.1916

REQUEST FOR PROPOSALS

21ST CENTURY DOWNTOWN PLAN MASTER PLAN
NORTH WINDHAM, MAINE

ORDINANCE DEVELOPMENT SERVICES

NOVEMBER 4, 2016

INTENT TO SUBMIT: NOVEMBER 14
QUESTIONS DEADLINE: NOVEMBER 21
SUBMISSION DEADLINE: NOVEMBER 30, 4:00 PM

Overview

The Town of Windham is soliciting proposals from qualified consultants interested in providing ordinance development services in support of implementing the vision established in the 21st Century Plan Master Plan. The scope of the project is to draft a revision to the zoning standards for the 21st Century Study and Context Areas shown on the map included below. This includes the primarily commercial areas of North Windham and the adjacent, generally residential and undeveloped lands. The ordinance changes should result in more emphasis on form and design based standards for new development and redevelopment based on the character areas established in the plan. These changes should work within the existing ordinance framework but set the stage for a possible form based code in the future.

Project History

North Windham is the region's major retail center on US Route 302 (Roosevelt Trail) between Portland, Maine, and North Conway, New Hampshire. North Windham took on this regional retail role in the 1970's, corresponding with the start of a period of relatively rapid and consistent population growth. Windham had 6,593 people in 1970 in comparison to an estimated population of around 18,000 today. Windham is the 13th largest municipality in Maine, and it remains one of the fastest growing. However, since zoning was established in the early 1970's, new residential development was focused away from the North Windham commercial zones, resulting in highly segregated land uses, a large suburban shopping area spread out over two miles of Roosevelt Trail, an incomplete sidewalk network and few public facilities or amenities.

In 2013, the Town Council adopted the 21st Century Downtown Master Plan for North Windham. This plan received the 2014 Plan of the Year award from the Maine Association of Planners and is based on extensive public input and establishes a bold but practical and achievable vision for North Windham. This plan is being incorporated into the Town's Comprehensive Plan through an ongoing update effort. From the executive summary, the 21st Century Plan "is intended to help the community embrace and promote growth and change in a way that improves the quality of place in North Windham" and "prescribes a future where transportation options, land uses, streets and architecture create a new type of suburban 'downtown.'"

Relevant Documents

-) Town of Windham
 - o 21st Century Downtown Plan (adopted 2013)
 - o Complete Streets Policy (adopted 2014)
 - o Comprehensive Plan Update – 1st Draft Plan Summary
 - o Land Use Ordinance, especially Sections 300 – Definitions, 400 – Zoning Districts and 500 – Performance Standards, and Appendix B – Street Standards
 - o Town of Windham Design Guidelines
-) Growsmart Maine
 - o Whitepaper - Implementing the Vision: First Steps, Practical Steps to Transform Commercial Strips into Mixed-Use Centers.

Project Goals

If successful, these ordinance revisions will assist with:

-) Shaping the built environment in North Windham by moving away from a car-focused, commercial strip and big box style of development to create an environment that is more walkable and humane;
-) Improving the capacity of Roosevelt Trail;
-) Introducing street networks in an incremental manner that respond to the existing built context and allow for the growth of new neighborhoods surrounding the commercial core and for new residential in-fill development within the commercial core;
-) Incubating a range of economic development opportunities; and
-) Establishing a renewed "sense of place" in Windham's commercial center through Complete Streets, infill development, increased residential densities, vibrant public realms, mobility options and access to open space.

To meet the overarching goals above the Plan makes recommendations to:

-) Use the Character Areas established in the plan to establish finer-grained patterns of development based on "street frontage types." This may mean new zoning districts (Executive Summary, page xiii). See Figure 18 from the Plan, below.
-) Establish/revise Town street standards to create a "Village Center Street" for infill development of new street network in the Village Center Character area and "Residential Street" in the Residential Character areas (Executive Summary, page xi). This specific item may be an amendment to the existing Minor Local Street Standard.

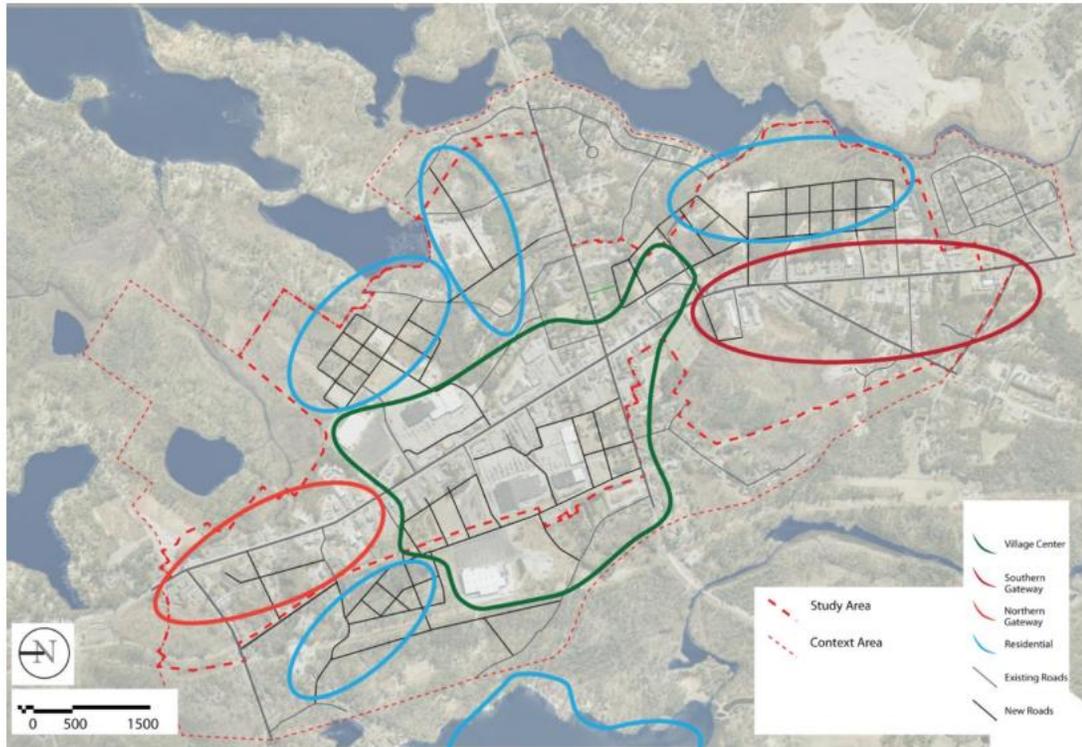


Figure 18: Conceptual Location of Character Areas

-) Enable residential neighborhood development that will support the commercial core. This is anticipated to mean different types of housing in neighborhoods on the periphery of the commercial district and mixed-use developments within the commercial core (Executive Summary, page ix & xii).
-) Establish vehicular and community connectivity requirements that meet the concept of a new local street network called for the 21st Century Plan while maintaining flexibility in the actual layout, number and types of connections and block lengths (Executive Summary, page ix). See Figure 17 from the Plan, below.

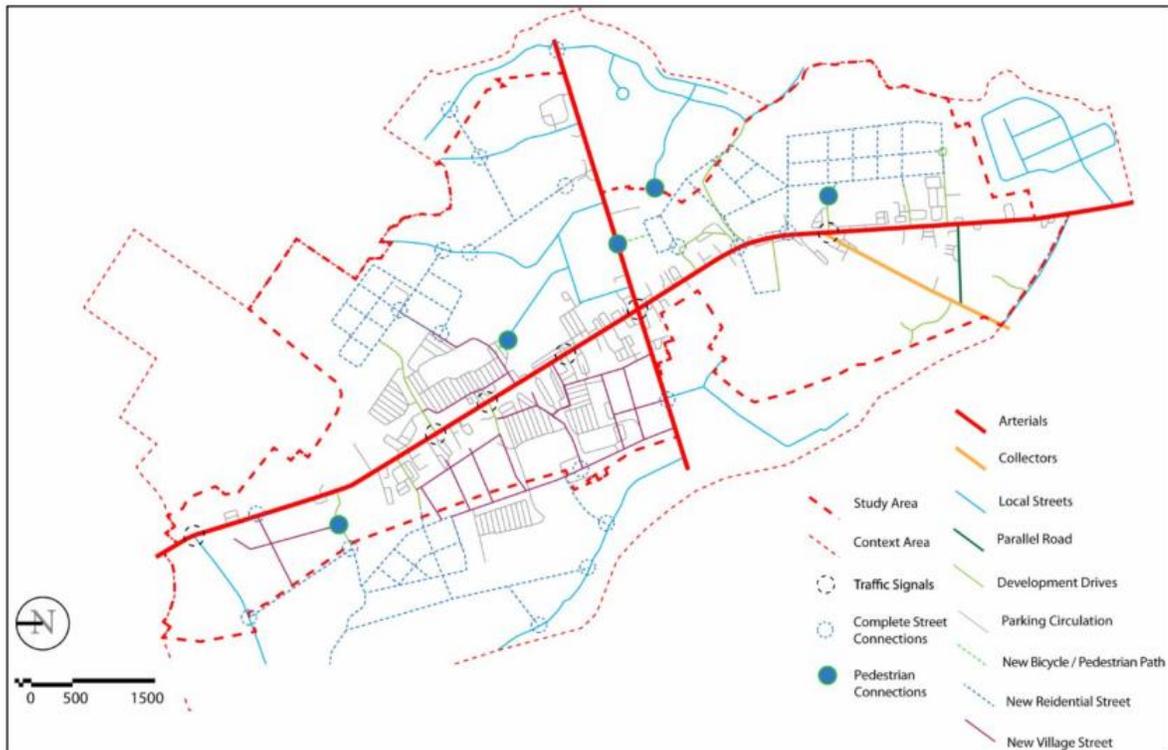


Figure 17: Conceptual Master Plan with Mix of Street Connections and Bicycle/Pedestrian Only Connections

-) Propose standards for green infrastructure and energy efficient development (Executive Summary, page,xi, Plan page 58). *Note: In support of this effort, Cumberland County Soil & Water District is currently working on options for Low-Impact Design stormwater interventions when parking areas in North Windham are built or redeveloped. The selected firm can build on that work to establish code requirements.*
-) Revise Parking standards to promote shared parking and the build out of Complete Streets. Require the retrofit of existing parking lots with Village Center streets (see proposed standards on p.66 of Plan), to encourage liner buildings, pad development, infill development and adaptive reuses (Executive Summary pages v, ix, x & xi). *Note: In support of this effort, Cumberland County Soil & Water District is currently working on options for new parking standards when parking areas in North Windham are built or redeveloped. The selected firm can build on that work to establish code requirements.*

The Plan recommends that land uses on property in North Windham should still be considered in a revised ordinance, but focusing on the scale and location of buildings should take greater significance in a revised ordinance. The Plan goes on to state:

When one opens the existing Windham Land Use Ordinance, each zone is described by the intent and then is immediately followed by the allowable uses. Standards are scattered elsewhere in Site Plan Review, Subdivision Review, Performance Standards, Design Guidelines and Street Standards. There are more direct and streamlined approaches to promoting economic development and shaping the character of an area than the current processes and standards.”

The Town would like to see an approach that builds on the existing use-based zoning and performance standards approach by revising existing standards and incorporating more standards that deal with form and design. This project could very well be considered a bridge to a form-based code for North Windham at some point in the future, but this work should be able to stand on its own for a period of years while community conversations take place regarding the meaning and implications of such a major shift in regulating development.

Submission Information

All consultants interested in submitting a proposal must provide a written notice of their intent to submit an RFP to the Planning Department by 4:00 p.m. on November 16. The notification of intent must include the name, address, telephone number and email of the project manager responsible for the RFP submission. This purpose of this notice is so that the Town can ensure that all potential respondents are included on any updates or modifications to this RFP and answers to questions submitted by the questions deadline. Notifications of Intent will be accepted by Lisa Fisher at lmfisher@windhammaine.us.

To be considered, proposal submissions must include five (5) paper copies and one (1) PDF of the complete submission packet. All submissions must be received by the Planning Department by 4:00 p.m. on November 30, 2016. No late submissions will be considered.

This RFP is also available on the Planning Department page on the Town’s website (<http://www.windhammaine.us/220/21st-Century-Downtown-Plan>) or by contacting Lisa Fisher in the Planning Department at lmfisher@windhammaine.us.

Scope of Services

The selected firm(s) will be expected to have the technical ability to successfully complete the list of tasks described in this section. This list may be altered based on recommendations as part of the contract negotiation process with the firm(s) selected by the Town of Windham.

Task 1 – Develop a public outreach and engagement plan, including progress updates with key municipal staff. The selected consultant should anticipate organizing at least one community meeting or workshop with property owners and stakeholders in area early in the process and one Town Council presentation of final ordinance recommendations. Note that part of the final deliverables are meeting notes for each step in the process.

Task 2 – Develop code language that will help the Town establish a form and structure for future development in support of a “new type of downtown” by addressing the goals

of the 21st Century Plan noted above. This may be accomplished by creating a new zoning district or zoning districts, creating an overlay district or making changes within the existing zoning districts in the study area. The standards anticipated for update will potentially include, but not be limited to:

-) Site & Building Design
 - o Building siting relative to existing or new public streets and/or internal access drives that act as public streets,
 - o Maximum building setbacks or “build to” lines,
 - o Clarifications to the Design Standards in Section 813 of the Site Plan Review ordinance, to remove or minimize subjective standards
-) Access, Connectivity and Parking
 - o Maximum block lengths or size requirements,
 - o Parking location relative to buildings and streets,
 - o Parking maximums and/or removal of minimum parking requirements
 - o Landscaping requirements and pedestrian accommodations within parking areas
 - o Inter-parcel connectivity for automobiles and walkers,
-) Allowed Uses
 - o Allow a variety of residential uses with appropriate lot size and net residential density requirements,
 - o Allow small scale manufacturing and light industrial uses
 - o Minimize or eliminate Conditional Uses in the updated zoning districts in order to minimize or eliminate the reliance on discretionary approvals in North Windham. This may require more fully developed performance standards for permitted uses.

Final Deliverables

-) One electronic copy of all meeting summary highlights and notes.
-) One electronic copy of final code language for Town Council action.

Anticipated Schedule

Release of RFP	November 4, 2016
Intent to submit notices from firms to Town	November 14, 2016
Questions/Clarifications deadline	November 21, 2016
Deadline for Submission of Proposals	November 30, 2016, 4:00 PM
Selection of Consultant	mid December 2016

*Note: The selection process may include interviews of one or more respondents.

Expected date of Final Deliverables	To be negotiated based on selected firm’s proposal, with expectation of no more than six months from contract date
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Submission Requirements

All RFP submissions must include the following information to be considered by the Town of Windham:

- General
 - Cover letter stating the firm's interest in the RFP
 - Title page listing name of firm and contact information.
 - Table of contents.
 - Firm description or descriptions if different consultants will be teaming together.
 - Identify the project manager and members of the project team (if applicable) that will be assigned to this effort, including their qualifications and expertise.
 - Estimate the level of involvement for each staff member assigned to the Town.
- Project Understanding
 - Provide a statement (not to exceed 3 pages) summarizing how the consultant or project team is particularly qualified for this project.
 - Provide a narrative outlining the recommended approach to this ordinance development project, including references to points of public contact related to the outreach, education and engagement detailed in Task 1 in the Scope of Work.
 - Suggest a reasonable schedule of work, including completion of the Final Deliverables.
- Comparable Projects
 - Provide a summary of projects similar in size and scope to this ordinance development project, including:
 - Reference name and contact information
 - Current status of the ordinance – in progress/draft complete/ordinance adoption date
 - Size and scale of the geographic area
 - Type of ordinance – form based code/use based ordinance/hybrid
- Cost Estimate & Evidence of Insurance
 - Estimated level of involvement of each staff member and their respective hourly rate.
 - Administrative costs including mileage, photocopying, etc.
 - Evidence of general liability insurance, including automobile, in an amount of at least \$400,000. Note that the winning firm will need to add the Town of Windham to the insurance policy.
- Any other information the firm(s) may wish to submit that demonstrates their ability to provide the highest level of service to the Town of Windham.

Submissions to this RFP must include five (5) paper copies and one (1) PDF of the complete submission packet, which may be submitted on disk along with the paper copies or via email to Lisa Fisher (lmfisher@windhammaine.us).

Decision Process

The Town of Windham Planning Department will review all applications received by the submission deadline. Based on its review of the RFP submissions, the Planning Department may schedule interviews with one or more consultants or firms prior to finalizing a Scope of Work and contracting with a firm based on the review criteria listed below.

Selection Criteria

- Approach to conducting the tasks outlined in the scope of service 40%
- Qualifications, experience and performance (e.g., adherence to schedule and budget, quality of work) on similar types of project for consultant & project team members 40%
- Appropriateness of compensation rates and overall cost estimate 20%

Contract Term

The Town's expectation is that this work should be completed within six months of finalizing contracts. The general term of the contract will be based on the Scope of Work to be negotiated with the selected firm. See Contract attached to this RFP below.

Please note that all materials developed as part of this project will become property of the Town of Windham.

Questions

Please note the questions deadline November 21. Any questions pertaining to this RFP should be submitted in writing via e-mail to: Lisa Fisher, lmfisher@windhammaine.us. Responses to all questions will be emailed to all applicants who have submitted their intention to submit a response to this RFP.

Reservation of Rights

The Town of Windham reserves the right to reject any and all firms, decline to proceed with selection of any candidates, to request additional qualifications, and to make inquiries as may be necessary to verify qualifications.

Nothing in this document shall require the Town of Windham to proceed with any of the identified services stated in this request for information.

**AGREEMENT
BETWEEN TOWN OF WINDHAM
AND
SELECTED CONSULTANT**

AGREEMENT made this ____ day of _____, 2016, by and between the **TOWN OF WINDHAM**, a municipal corporation, located in the County of Cumberland and State of Maine (hereinafter the “**TOWN**”) and **SELECTED CONSULTANT**, a ____ corporation with a principal place of business located at _____ (hereinafter “**SC**”).

WITNESSETH

WHEREAS, the **TOWN** has set out in detail the objectives of its use of a Consulting Firm and the scope of the services that firm will be asked to provide in a Request for Proposal for **Ordinance Development Services** dated [DATE], a copy of which is hereby incorporated by reference into this Agreement as Exhibit A ; and

WHEREAS, **SC** submitted a written proposal dated [DATE] in response to that RFP, and a follow up memo dated [DATE], which details the negotiated scope of work, copies of which is hereby incorporated by reference into this Agreement as Exhibit B ; and

WHEREAS, the **TOWN** now wishes to engage **SC** pursuant to the terms of the RFP, the **SC** Proposal and the terms of this Agreement to serve as the Town’s consultant in developing ordinance code to implement the vision and recommendations of the 21st Century Downtown Plan for North Windham;

NOW, THEREFORE, the parties do hereby agree as follows:

1. SERVICES

SC agrees to serve as the **TOWN**’s consultant in developing ordinance code to implement the vision and recommendations of the 21st Century Downtown Plan for North Windham as further outlined in the Scope of Services section of Exhibit A, and to do so as reasonably required under prevailing professional standards and so to provide the **TOWN** with competent, timely and independent research advice and work product, and **SC** agrees to provide the same pursuant to the terms of this Agreement, including its Exhibits A and B. Any substantial change or addition to the Scope of Services shall be agreed upon in writing by the **TOWN** and **SC** and **SC** agrees to perform additional services, if any, at rates to be determined based on the nature of the services involved. Authorization of performance of any additional services shall be in writing, in advance, from the **TOWN**.

2. TERM OF AGREEMENT

The term of this Agreement shall be for the successful completion of the scope of services, or one (1) year from the date of its execution, whichever comes first.

3. PAYMENT

SC shall submit an invoice to the **TOWN** in the amount representing 50% of the cost for the services to be performed under this Agreement upon finalization of this Agreement, with the remainder to be invoiced upon receipt of **SC**'s final deliverable, as specified in the **SC** Proposal. **SC**'s invoice shall be paid by the **TOWN** within thirty (30) days of its receipt. The rates specified in the **SC** Proposal shall remain in effect for the duration of this Agreement.

4. PERSONNEL, INDEPENDENT CONTRACTOR

SC represents that it has, or will secure at its expense, all personnel required in performing its services under this Agreement. Such personnel shall not be officers or employees of the **TOWN**, nor have any contractual relationship with the **TOWN**. **SC**'s Project Manager hereunder shall be **[NAME]**, and any deletion or change in Project Manager shall be subject to the **TOWN**'s prior approval.

SC further agrees that, consistent with its status as an independent contractor, its personnel will not hold themselves out to be, nor claim to be, officers or employees of the **TOWN** by reason of this Agreement.

5. STANDARD OF PERFORMANCE

SC shall be, and remain, fully responsible to the **TOWN** for technical completeness, sufficiency and accuracy of all professional services furnished by or under this Agreement and shall, without additional cost or fee to the **TOWN**, correct and revise any errors or deficiencies in its performance and shall pay the **TOWN** for any loss, damages, or costs, including attorney's fees, resulting from **SC**'s breach of this Agreement or incurred by the **TOWN** for the replacement or correction of any part of the work hereunder that is deficient or defective.

The **TOWN** shall provide **SC** with prior written notice of any errors or deficiencies in its performance prior to replacement or correction of any work and shall give **SC** a reasonable time under the circumstances to correct said error or deficiency.

6. TOWN'S REPRESENTATIVE

The **TOWN**'s Planning Director, or his/her authorized designee, shall act as the **TOWN**'s representative in all dealings with **SC**.

7. DOCUMENTS

The **TOWN** agrees to furnish or provide access to **SC** to any information or material in its possession that is relevant to **SC**'s performance hereunder and **TOWN** staff will cooperate with **SC**. **SC** will not, without the **TOWN**'s written consent, disclose, or permit disclosure, by any officer, employee, or agent or subcontractor of **SC**, of any information or material furnished or generated under this Agreement.

All documents and reports developed under this Agreement shall become the property of the **TOWN** and be promptly delivered to the **TOWN** upon request. All working papers shall be and remain the property of **SC** but **SC** shall make said work papers available to the **TOWN** upon the **TOWN**'s request, and the **TOWN** shall be provided copies of any or all working papers upon request.

SC shall be responsible for the protection and/or replacement of any work or material in its possession, including materials provided to them by the **TOWN**.

8. INDEMNIFICATION

To the fullest extent permitted by law, **SC** shall defend, indemnify and hold harmless the **TOWN** and its officers, agents and employees from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense and attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, or (2) is caused in whole or part by any negligent act of omission of **SC**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Such obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the **TOWN** that otherwise exists. The extent of the indemnification provision shall not be limited by any insurance required under this Agreement.

9. INSURANCE

SC shall maintain and keep in full force and effect at all times during the term of this Agreement a policy of commercial general liability insurance and automobile liability insurance with an insurance company licensed to do business in the State of Maine, each in an amount not less than \$400,000, or such larger amount as needed to reflect changes in municipal liability exposure under the Maine Tort Claims Act, as amended from time to time; workers' compensation liability insurance with an insurance company licensed to do business in the State of Maine in the statutory amount, as amended from time to time; and professional liability insurance coverage with an insurance company licensed to do business in the State of Maine in an amount no less than \$1,000,000 per occurrence and in the aggregate. **SC** shall provide the **TOWN** with a copy of the certificate evidencing such insurance upon the commencement date of this Agreement and upon the anniversary of the commencement date of this Agreement thereafter. The Town shall be named as additional insured on the certificates of insurance for commercial general liability and automobile coverage.

10. TERMINATION

The **TOWN** may terminate this Agreement for cause by written notice of default to **SC**. In the event of such termination, **SC** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.

The **TOWN** shall have the right to terminate this Agreement at any time for its convenience on 30 days' prior written notice to **SC**. If Agreement is terminated by the **TOWN** for convenience, the **TOWN** shall pay **SC** for all work performed pursuant to this Agreement prior to receipt of such notice.

11. NO ASSIGNMENT

Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall **SC** assign any moneys due or to become due to it hereunder, without the previous written consent of the **TOWN**.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

12. NON-WAIVER

Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any condition, the covenant, or section shall not render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

13. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class Mail addressed as follows, or such other address as they may designate in writing from time to time:

To **TOWN**: Planning Director
Town of Windham
8 School Road
Windham, ME 04062
cc: Finance Director

To **SC**: [Selected Consultant]
[Address]
[City, State ZIP]
Attn: [TITLE]

14. COMPLIANCE WITH LAW

In its performance under this Agreement, **SC** will comply with all applicable federal, State of Maine, and local laws, including but not limited to all laws prohibiting discrimination in employment on the basis of race, color, religion, national origin, mental or physical handicap, age, gender or sexual orientation.

15. REMEDIES

Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims and other matters in question between the **TOWN** and **SC** arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement is made and shall be construed under the laws of the State of Maine except any law that purports to apply the substantive law of any other state or jurisdiction. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any such civil action shall be in Maine Superior Court (Cumberland County).

IN WITNESS WHEREOF, the **TOWN OF WINDHAM** has caused this Agreement to be signed by Anthony T. Plante, its Town Manager, thereunto duly authorized, and [Select Consultant, Inc.] has caused this Agreement to be signed by [NAME], its [TITLE], thereunto duly authorized, the day and date first above written.

WITNESS:

TOWN OF WINDHAM

By: _____
Anthony T. Plante
Its Town Manager

WITNESS:

[SELECTED CONSULTANT]

By: _____
[NAME]
Its **[TITLE]**