



REQUEST FOR PROPOSALS

PROFESSIONAL CONSULTING SERVICES GREEN ORDINANCE AUDIT

PROPOSALS DUE: Wednesday, 4:30 pm
February 7, 2024

ISSUING OFFICE: Office of the City Manager

CITY OF NORTHVILLE
215 W. MAIN STREET, NORTHVILLE, MICHIGAN 48167

NOTICE TO PROPOSERS

GREEN ORDINANCE AUDIT

CITY OF NORTHVILLE
215 W. MAIN STREET
NORTHVILLE, MICHIGAN 48167

The City of Northville, Michigan is requesting proposals from qualified consultants to conduct a Green Ordinance Audit examining its codes, policies and operational procedures to determine where barriers exist to protecting water resources and to the use of Low Impact Development (LID) practices. Sealed proposals will be received at Northville City Hall, 215 W. Main Street, Northville, MI 48167 up until **4:30 PM local time, Wednesday, February 7, 2024.**

The Request for Proposals and supporting documents can be viewed and downloaded from BidNet: part of the Michigan Inter-governmental Trade Network (MITN) purchasing Group. Registration to MITN is available through their toll free support department at 1-800-835-4603 option #2 and the following website: <https://www.bidnetdirect.com/mitn>. A free registration option is available for inquiry.

Three (3) hard copies and one electronic copy of the sealed Proposal may be mailed or hand delivered to the Northville City Clerk at 215 W. Main Street, Northville, MI 48167 and are to be clearly marked **Proposal: Northville Green Ordinance Audit.**

This Request for Proposals with all pages, documents, and attachments contained herein, or subsequently added to and made a part hereof, when submitted as a fully and properly executed Proposal shall constitute a contract between the City of Northville and the successful bidder when approved and accepted by an authorized official or agent of the City.

Procurement, contracting, administration, and project close-out for this project will follow the purchasing requirements of the City of Northville and the City of Northville reserves the right to waive any irregularity or informality in proposals, to reject any and/or all proposals, in whole or in part, or to award any contract to other than the low bidder, should it be deemed in its best interest to do so.

Questions concerning the RFP shall be directed to Wendy Wilmers Longpre at 248-305-2710, wlongpre@ci.northville.mi.us . The deadline for questions is 1:00 PM, Wednesday, January 31, 2024.

Mike Smith, Clerk
City of Northville

INTRODUCTION

The City of Northville is seeking proposals from qualified consultants to conduct a Green Ordinance Audit to examine its codes, policies and operational processes and determine where barriers exist to the protection of waterways and use of green infrastructure practices. Assistance with prioritizing the recommended code revisions and amendments is also requested.

Following is the complete Request for Proposals (RFP) for the City of Northville Green Ordinance Audit. This RFP with all pages, documents, and attachments contained herein, or subsequently added to and made a part hereof, when submitted as a fully and properly executed Proposal shall constitute a contract between the City of Northville and the successful bidder when approved and accepted by an authorized official or agent of the City. As such **all firms are expected to read the entire RFP thoroughly too fully understand the project and the proposal conditions.**

No changes to the RFP by any firm will be accepted. In the event of a discrepancy between the proposal submission and the RFP, the RFP will control. Failure to agree to the terms of the RFP as presented will result in the submission being deemed non-responsive.

PROJECT BACKGROUND AND PURPOSE

The City of Northville is located in both Wayne County and Oakland County in the State of Michigan. The City is two (2) square miles in size and is situated in the headwaters of the Middle Branch of the Rouge River watershed. In its earliest days, the City was a lumber and manufacturing powerhouse due to its ability to harness the waterpower of its rivers. Over time, industrial usage took its toll on the waterways. Northville is poised to reverse these negative impacts and restore its rivers and riverbanks to their natural condition.

The protection of water resources and the use Low Impact Development (LID) Practices, including green infrastructure practices, to protect those resources are part of the City of Northville's vision, which is further articulated in both the City's River Restoration and Riverwalk Framework Plan, and the Sustainability Plan. In addition, average annual precipitation continues to increase, which poses flooding risks to both Northville and downstream communities. Integrating water quality and watershed health with the City's plans for growth and development is vital to ensuring a sustainable community that will benefit current and future generations.

To ensure that the City of Northville's goals are attainable, rather than merely aspirational, specific codes, policies and processes need to be examined. While some aspects of stormwater management are codified at the County levels, the City needs to assess whether specific local regulations are supportive, prohibitive, ambiguous, or absent regarding the use of LID practices.

INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF DOCUMENT

Before submitting a proposal, interested firms shall carefully examine all the requirements of this document, and shall fully inform themselves as to all existing conditions, limitations, and requirements. The Consultant shall indicate in their proposal a list of all work tasks and the amount of time and cost to cover each task. ***If a required task listed in this document is not listed in the consultant's proposal, it shall be considered incidental to the items provided.***

2. PREPARATION OF PROPOSALS

A proposal shall be legibly prepared in ink or typed. The qualifications document submitted to the City shall be properly signed and the complete address of the firm given therein. Three (3) paper copies and one electronic copy of the proposal shall be provided and submitted to:

**City of Northville
Office of the City Clerk
215 W. Main Street
Northville, MI 48167**

The submission shall be tightly sealed in an opaque envelope with the firm submitting the proposal identified, including firm name and mailing address. The envelope is to be clearly marked **Proposal: Northville Green Ordinance Audit.**

3. EXPLANATIONS

Any explanation desired by an interested firm regarding the meaning or interpretation of the Request for Proposals (RFP) and attachments must be requested in writing and with sufficient time allowed for a reply to reach all prospective firms before the submission of their qualifications.

Any information given will be furnished to all proposers as an amendment or addendum to the RFP, if such information would be prejudicial to uninformed firms. Addenda will be issued on BidNet/MITN to registered vendors who will be notified electronically.

It shall be the responsibility of each firm, prior to submitting its quote, to determine if addenda were issued. Receipt of amendments or addendum by a firm must be acknowledged in the submitted proposal by attachment or by letter. Oral explanation or instruction given prior to the opening will not be binding.

4. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written or telegraphic request or in person by an authorized representative provided their identity is made known and a receipt is signed for the document, but only if the withdrawal is made prior to the time set for receipt of proposals. No proposal may be withdrawn for at least 60 days after the proposal due date.

5. LATE RFP

Any proposals received at the office designated herein after the time specified for receipt **will not be considered**. The City reserves the right to consider Proposals that have been determined by the City to be received late due to mishandling by the City after receipt of the qualifications and no award has been made.

6. BROCHURES

Illustrated brochures and professional records may be attached and submitted to augment data included in the qualifications document.

7. COMPLETENESS

All information requested herein shall be submitted with the qualifications document. Failure to do so may result in rejection of the document as non-responsive. All material submitted shall remain the property of the City of Northville.

8. TITLE VI ASSURANCE

The City of Northville in accordance with Title VI of the Civil Rights Act of 1964, 78 State. 252, 42 USC 2000d to 2002-4 and Title 49, Code of Federal Regulation, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all interested companies that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

SCOPE OF WORK

The City of Northville is seeking a qualified consultant to perform a Green Ordinance Audit of its municipal codes, ordinances, policies and practices with the specific goal of removing barriers to, and promoting the use of, low impact (green infrastructure) development practices as a means to help manage stormwater and improve water quality. The chosen Consultant will review, revise and prioritize the City's codes, ordinances, policies and practices using Tackling Barriers to Green Infrastructure: An Audit of Municipal Codes and Ordinances or similar references as a guide.

The end product will provide a document summarizing the results of the audit and will include a list of the specific code number being addressed, the existing language, and the proposed changes, modifications or additions, including priority ranking. Audit recommendations are to align with local and/or regional management plans including but not limited to the Alliance of Rouge Communities Rouge River Watershed Management Plan, local or regional NPDES Permits and Stormwater Management Plans, and the Green Infrastructure Plan for Southeast Michigan produced through SEMCOG.

The Green Ordinance Audit will focus on, at a minimum, the following five (5) key strategies to overcoming barriers in codes and ordinances, and to enable green infrastructure by reducing impervious surfaces and protecting water quality:

- 1. Reduction of impervious surfaces**
- 2. Disconnection of effective impervious areas.** This strategy involves managing runoff close to its source by intercepting, infiltrating, filtering, treating or reusing it as it moves from an impervious surface to the drainage system. Disconnection practices can be used to reduce the volume of runoff that enters the combined or separate sewer systems
- 3. Restoration of natural state —** relating directly to green infrastructure and other engineered practices that mimic hydrological processes to absorb stormwater and snowmelt, rather than allowing runoff to reach storm drains.
- 4. Additional standards for specific land uses** that can generate stormwater pollution and need special attention during the development approval process.
- 5. Encouraging the use of LID practices** in master plans, grant applications and purpose statements as the preferred approach to stormwater management.

Topics to be examined shall include but not be limited to:

- 1. Minimum surface parking and driveway requirements**
- 2. Rights-of-way and street widths**
- 3. Streetscapes, including street tree details**
- 4. Surfacing materials**
- 5. Fire protection standards**
- 6. Parking lot landscaping and screening**
- 7. Use of native plants and soil amendments** which are superior to infiltration (versus use of turf grass)
- 8. Residential hardscape and lot surface area standards**
- 9. Riverbanks, wetlands and floodplain buffer zones**
- 10. Disturbance of natural soil and topography**
- 11. Pollution source reduction from conditional/special uses**
- 12. Protection of existing vegetation and trees**
- 13. Outdoor storage and waste handling**
- 14. Vehicle storage and maintenance**
- 15. Snow storage**
- 16. County stormwater ordinance, the review process and the potential alignment (or not) with recommended code audit findings**

DELIVERABLES

The Proposal shall provide number of hours, hourly rates and detailed cost estimates to provide the requested services and deliverables:

1. Meetings with applicable stakeholders (articulate frequency and list key roles)
2. List of Chapters and Sections of Northville's codes that would be included in the review
3. Recommended language changes to code (MS word format to allow City Planner/Planning Commission to adjust language)
4. Recommendations concerning processes. Identify barriers to implementation and strategies for overcoming them
5. Preparation of materials for City Council and Planning Commission
6. Presentation of materials to City Council and Planning Commission.
7. On-site work sessions to demonstrate application of recommendations on actual site ***(to be quoted separately as an optional item).***

PROPOSAL CONTENTS AND FORMAT

The response to this RFP, for items described below, is limited to a maximum of 30 single or 15 double sided pages (8.5" x 11"), excluding front and back covers and dividers, using no smaller than 11-point font. Each response should be complete yet concise and contain only the elements shown below.

1. COVER LETTER

A one-page cover letter shall be provided that expresses the firm's interest to be considered for the project and identifies the firm's primary contact person for the project. Please provide the name, telephone number, and email address of the primary contact person. The cover letter shall be signed by a person who has contractual authority with the firm, such as a principal, partner, senior manager, or officer of the firm.

2. RELEVANT PROJECT EXPERIENCE

Describe the firm's experience and capabilities in providing similar services to those required herein, particularly projects with Municipal Governments. Demonstrated familiarity and understanding of Wayne County and Oakland County stormwater regulations as well as soil erosion and sedimentation control permit regulations is preferred.

Whenever possible, please identify the following items in each project summary:

- a. Name of project and client/owner.
- b. Project location and year project occurred.
- c. Description of the project and scope of services provided by the Project Team.
- d. Project Team fee.
- e. Project Manager and Project Engineer(s).
- f. Any other key staff and sub-consultants involved with the project that are also designated as part of the team proposed herein – identify their role in the project.

3. REFERENCES

Provide at least three references, including points of contact (name, address, email address, and telephone number), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project.

4. PROJECT TEAM

Describe the Consultant's team and the firm's qualifications. Provide work experiences for each of the key staff who would be assigned to the project. Include defined responsibilities, experience working together (continuity), and an organizational chart for the team. Please also list any proposed sub-consultants and their role(s). For the key project team members, please provide:

- a. A brief description of their background and experience (up to two-page resume).
- b. Where the individual is located (their primary office location).
- c. Years of experience.
- d. A description of their relevant experience to this project; and
- e. The role they will take on this project.

5. PROJECT APPROACH AND TIMELINE

Provide a project plan specifying timeline, activities, and project management strategies, including the City's roles and resource requirements. Indicate in the proposal the earliest date that work would be able to begin, key meeting dates and progress points, and when a final product would be expected. A Tentative Schedule is listed under General Information for reference and guidance.

6. COST PROPOSAL

In a **separate sealed envelope labeled "Rates and Costs"** with the Firm Name, provide the firm's current rate sheet and a task-by-task summary of costs and staff-hour distribution in a readable format. Identify each personnel category, the estimated hours per task, rate per hour and total cost for each task. The intent of this information is to identify the amount of effort assumed by the Consultant for each task and to allow for comparison of hours and effort between proposers. Include expenses (printing, travel, etc.) to complete this project based on firm's understanding of the RFP.

The rates and cost will be opened only after Consultant scoring and will not be used as the basis to rank Consultants; however, the proposal cost will be used to select Consultant if top ranked Consultant's price proposal is above the budget available for project.

The Cost should be a not to exceed amount for the scope of work described. If the total cost amount incurred by Consultant in performance of agreed upon scope of work subject to a Not-to-Exceed Amount is less than such Not-to-Exceed Amount, Consultant shall not be entitled to receive the difference in these amounts, or any portion thereof, and City will not be obligated to make any additional payments to Consultant for such obligations.

All fees stated in a proposal shall be firm for the duration of the stated project.

PROPOSAL EVALUATION

Proposals will be reviewed by a Selection Committee. Each proposal will be reviewed and evaluated based on the following:

1. OVERALL PROPOSAL

Proposal is complete and in accordance with the requirements herein. Proposal is organized in a logical and coherent manner.

2. PROJECT APPROACH

Proposal exhibits a clear understanding of the project needs and deliverables, and demonstrates that the firm can provide the desired services outlined in the RFP.

3. PROJECT TEAM

Proposal identifies the key personnel to be involved in the project and that they have the requisite experience to produce the required product.

4. SCHEDULE

Proposal provides a clear and logical schedule that appears feasible and realistic. Proposal demonstrates that the Consultant has the equipment, manpower, and material resources to deliver the proposed solution in a timely fashion in accordance with the schedule provided.

5. PAST PERFORMANCE

Proposal demonstrates that the Consultant has successfully performed similar work. The referenced projects reflect favorably in respect to completion within the contract schedule, cost control and claims.

INDEMNITY AND INSURANCE

Contractor agrees to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Owner, its employees, elected and appointed officials, agents, and volunteers from and against any and all claims, injuries, demands, damages, costs, expenses, liability, suits, (including actual attorney's fees and costs of defense), or liability (including actual attorneys' fees and cost of defense), proceedings, orders, and decrees of every nature and description arising before, during, or after completion of the Contractor's work caused or alleged to have been caused by, arising out of, or resulting from or occurring in connection with the performance of the work, lack of performance of the work, and / or any activity associated with the work of the contractor, its agents, employees, subcontractors, or sub-consultants.

Nothing in this agreement requires the Contractor to defend and/ or indemnify the Owner for claims, injuries, demands, damages, costs, expenses, liability, suits, (including actual attorney's fees and costs of defense), proceedings, orders, and decrees caused by, arising out of, or resulting from the sole negligence of the Owner, its employees, elected and appointed officials, agents, and volunteers, or for any amount greater than the degree of fault of the contractor and that of his or her respective sub-consultants or subcontractors. The obligation of the contractor to defend, indemnify and hold harmless the Owner shall survive and continue after final payment, completion of the work, and completion and/or termination of this agreement.

The Contractor shall procure and maintain during the life of this Agreement the insurance requirements as listed below and furnish within fifteen (15) working days of Notice of Award, Certificates of Insurance as well as **required endorsements** providing insurance coverage as follows:

1. WORKERS' COMPENSATION INSURANCE

Including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. COMPREHENSIVE GENERAL LIABILITY INSURANCE

On an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent, including Explosion, Collapse, and underground (XCU), if applicable.

3. AUTOMOBILE LIABILITY INSURANCE

Including Michigan No-Fault Coverage's with limits of liability no less than \$1,000,000 per occurrence, combined single limit for bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and hired vehicles.

4. ADDITIONAL INSURED

Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be additional Insured: The City of Northville, all elected and appointed officials, all employees, and volunteers, all boards, commissions, and/or

authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Northville as additional insured coverage afforded is considered to be primary and any other insurance the City of Northville may have in effect shall be considered secondary and/or excess.

5. CANCELLATION NOTICES

All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, ten (10) days for non-payment of premium, Advance Written notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Michael Smith, Clerk, City of Northville, 215 W. Main Street, Northville, Michigan 48167.

6. PROOF OF INSURANCE

The contractor shall provide the Owner at the time that the contracts are returned by him/her for execution, a copy of Certificates of Insurance as well as **required endorsements** for all coverage's as listed above.

If any of the above coverage expires during the term of this agreement, the contractor shall deliver renewal certificates and/or policies and endorsements to the Owner at least ten (10) days prior to the expiration date. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Owner. The requirement above should not be interpreted to limit the liability of the contractor. All deductibles and SIR's are the responsibility of the Contractor.

It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount showing the City of Northville as "ADDITIONAL INSURED" prior to the time such subcontractor proceeds to perform under the contract.

GENERAL INFORMATION

1. CONTRACT AWARD CRITERIA AND CONSULTANT SELECTION

All firms will be evaluated by the City using the qualifications and price information provided by the consultants. The price information provided by the Consultant will be the dominating factor in firm selection.

2. REJECTION RIGHTS

The City reserves the right to reject any and all proposals, the right in its sole discretion to award a contract, which is considered to be in the City's best interest, and the right to waive minor irregularities in the procedures.

3. FEES AND COSTS

The City is not liable for any costs incurred by a consultant prior to acceptance of the contract. The City does not intend to pay for any information obtained through the RFP process and will use this information in arriving with final selections.

4. CONTRACT PERIOD AND EXTENSIONS

The City anticipates that the selected firm(s) for these projects will begin work immediately upon receipt of the Notice to Proceed and will proceed diligently to produce the required services in a timely manner.

The following preliminary schedule is provided for general guidance:

Release Request for Proposals	January 3, 2024
Proposals Due	February 7, 2024
Evaluation and Interviews if needed	Feb. 8 – 16, 2024
Contract award by City Council	February 22, 2024
Final Report and Recommendations	July 26, 2024

Any extension required by the Consultant must be submitted in writing to the City of Northville for approval. Any such request shall include documented, justifiable evidence that an extension should be granted. Every effort will be made by the City's representatives to cooperate with the selected consultants in regard to scheduling the project.

5. SUBMITTAL EVIDENCE

The submission of a proposal shall be prima facie evidence that the submitting firm has full knowledge of the scope, nature, quantity and quality of work to be performed, the detailed requirements of the RFP, and the condition under which the work is to be performed.

6. DOCUMENTS

All documents generated to fulfill the contractual obligations of the RFP will become the property of the City of Northville.

7. MERGER

The professional services contract shall contain the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, shall be merged therein.