



# **REQUEST FOR PROPOSALS**

## **PROFESSIONAL CONSULTING SERVICES GREEN ORDINANCE AUDIT**

**PROPOSALS DUE:** Wednesday, 4:00 pm  
November 1, 2023

**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 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 **4:00 PM local time, Wednesday, November 1, 2023.**

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.

Four (4) copies 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](mailto:wlongpre@ci.northville.mi.us). The deadline for questions is 1:00 PM, Monday, October 30, 2023.

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 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. Four (4) 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.

**AUDIT REQUIREMENTS**

The Green Ordinance Audit will focus on a minimum of 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 for the requested services and shall include:

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 you would be able to begin work.

## **6. COST**

In a separate, attachment file named: "Rates Costs 'Firm Name'" please provide the firm's current rate sheet and your proposed cost for this project broken down into key areas of work. Include expenses (printing, travel, etc.) to complete this project based on your 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.

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 construction of these projects.

### **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.