



Township of Lower Makefield

REQUEST FOR PROPOSALS

Stormwater Management Ordinance Update

The Township of Lower Makefield (hereinafter referred to as “The Township”) is requesting proposals from entities to create a modernized stormwater management ordinance that contains sections that address stormwater quality, stormwater quantity management, best management practices, and construction standards. Responses are due on December 18, 2023 by 3:00 PM local time. Respondents should submit their response via email to Dan McLoone, Planner, at danm@lmt.org.

STORMWATER ORDINANCE UPDATE:

Date of Release of this Request for Proposals (RFP): November 27, 2023

Closing Date: All responses to this RFP should be received by 3:00 PM local time on December 18, 2023.

I. SUMMARY OF REQUEST FOR PROPOSALS:

The Township seeks to have a qualified entity create a modernized stormwater management ordinance consistent with applicable law and regulations that contains sections that address stormwater quality, stormwater quantity management, best management practices, and construction standards.

II. CONTACT INFORMATION:

Daniel McLoone, Planner

Mailing: 1100 Edgewood Road, Yardley, PA 19067

Phone: 267-274-1100

Email: danm@lmt.org

III. INTRODUCTION:

The Township is approximately 18.3 square miles and has a resident population of 33,180 and is located approximately 25 miles northeast of Philadelphia. The Township is bordered by Falls Township on the south, Middletown and Newtown Townships on the west, Upper Makefield Township on the north, and the Yardley Borough on the east. The current Stormwater Management Ordinance is split between two chapters in the Township’s Code of Ordinances. Chapter 173, which covers stormwater regulations relating to the Delaware River South Watershed and Chapter 174, which covers stormwater regulations relating to the Neshaminy Creek Watershed. Both chapters were adopted in 2011 and are accessible at: <https://ecode360.com/LO1561>. The applicable Act 167 Plans were adopted by Bucks

County in 2004 and 2010 respectively. In 2023, the Township was certified at the Bronze Level through Sustainable Pennsylvania's Municipal Certification Program. It is a general goal of the Township to implement long-term sustainable infrastructure and improved stormwater management practices throughout the Township. In addition to a Stormwater Management Ordinance, the Township has adopted the following relevant ordinances:

- Pervious Pavement Ordinance;
- Low Impact Development Ordinance;
- Woodlands Protection Ordinance;
- Green Building Code Ordinance;
- Tree Protection Standards Ordinance; and
- Open Space Ordinance.

The selected entity should ensure that the developed stormwater management ordinance is guided by and consistent with the existing Township ordinances noted above.

IV. PROJECT GOAL:

The primary goal of this project is to create a modernized stormwater management ordinance that contains sections that address stormwater quality, stormwater quantity management, and construction standards and promotes innovative best management practices. In doing so, the Township hopes to mitigate the adverse impacts of unmanaged stormwater on overall quality of life and enhance community resiliency in the faces of more frequent, intense storm events.

V. SCOPE OF WORK:

The selected consultant will perform all the necessary tasks for completing the Stormwater Ordinance Update. The general scope of work is as follows:

1. Task 1: Project Kick-Off
 - a. Selected consultant will meet with the Township to review and refine the scope of work, project objectives/goals, process, and deliverables. The selected consultant will establish a project work plan and schedule, identify potential issues, and coordinate with the Township regarding project management activities.
2. Task 2: Analysis
 - a. Selected consultant will evaluate the Township's current Stormwater Management Ordinance and standards against best management practices and applicable state and federal law.
3. Task 3: Outreach and Engagement
 - a. Selected consultant is expected to assist throughout the public hearing and adoption process. It should be expected that this project will include several public in-person meetings (pricing should anticipate 6 public meetings).

4. Task 4: Recommendations and Document Draft
 - a. Develop recommendations for consistent communication regarding the project and unified messaging. Messaging and communication strategy may involve the creation of print and/or web materials.
 - b. Develop a description of the type and format of the final product(s) to be delivered at the conclusion of the project, including descriptions of the media format, mapping, style, graphics, and flowcharts, etc. Depending on the recommended types of product(s), this may include things such as: the general style and layout of maps, layout of web page(s)/materials, style and layout of pamphlets/brochures, etc. The Township's Code of Ordinances is codified through General Code and the final Stormwater Management Ordinance should be formatted in a compatible format; however, this can be in addition to a more user-friendly format.

5. Task 5: Draft Stormwater Management Ordinance
 - a. Develop a draft Stormwater Management Ordinance that includes technical requirements for calculations/reports/design, quality, quantity, discharge rates, infiltration, BMPs during construction, BMPs for PCSM, O&M plan requirements, deed restrictions, etc.

6. Task 6: Adoption
 - a. The final draft Stormwater Management Ordinance will be presented to the Board of Supervisors for adoption. The selected consultant will be expected to attend and present the final work product to the Board of Supervisors for adoption at a public meeting.

VI. RFP DEADLINE:

Please submit one (1) electronic copy of your response no later than 3:00 PM Local Time on December 18, 2023 to Dan McLoone, Planner, at danm@lmt.org.

VII. RFP RESPONSE CONTENTS

Your response should include and will be evaluated on the following:

1. Introductory Letter
 - a. Company name and address;
 - b. Location of the office from which the project will be administered (if different from the above);
 - c. Name(s) and contact information for the individuals authorized to represent the company in any further matters related to the RFP and subsequent contracting;
 - d. If using subconsultants, names of any other firms/individuals that your firm would contract with to complete the required scope of work;
 - e. Statement of Qualifications (SOQ); and

- f. Any additional information regarding your firm that would assist the Township in evaluating your firm's expertise and capacity to successfully complete the requested work.
2. Project Team and Structure
 - a. Identify all team members and their respective roles and responsibilities for the project;
 - b. Résumés and qualifications for each team member working on this engagement; and
 - c. If applicable, identification of proposed subconsultants for any tasks including the type and percentage of the work each subconsultant will undertake.
3. Consultant's Prior Experience
 - a. Provide examples/project descriptions including ordinances that the entity has developed of at least three (3) completed projects demonstrating the consultant's experience working with Pennsylvania municipalities involving a similar scope of work.
4. Proposed Work Plan and Schedule
 - a. Description of project approach and deliverables;
 - b. Proposed timeline with milestones;
 - c. Proposed structure of ordinance;
 - d. Description of strategies for project prioritization and project implementation;
 - e. Description of the proposed public participation, outreach, and engagement strategy; and
 - f. Description of specific tasks that you will require from Township staff.
5. References
 - a. Provide at least three (3) references applicable to the scope of services being requested. Include contact names, telephone numbers, and email addresses.
6. Costs
 - a. A time and materials not to exceed cost associated with the project itemized by each project phase. As noted, attendance at 6 public meetings should be assumed for pricing purposes. Response should provide a per meeting cost for any meeting beyond the assumed 6 meetings.

VII. SELECTION PROCESS

Interviews of preferred firms may occur prior to selection of the consultant.

VIII. COSTS ASSOCIATED WITH PREPARATION OF RFP RESPONSE

The Township shall not be responsible for the payment of any costs incurred by a respondent in connection with a firm's response to this RFP.

IX. CONTRACTING

The engagement will be subject to the selected entity entering into the contract attached hereto.

Consultant Agreement

THIS AGREEMENT entered into this ____ day of _____, by and between _____ (hereinafter "**Consultant**") with offices at _____, and Lower Makefield Township (hereinafter, "**CLIENT**"), a Pennsylvania municipality with offices at 1100 Edgewood Road, Yardley, PA 19067.

WHEREAS, the **Client** is in the business of municipal government, and desires **CONSULTANT** to perform certain technical services.

WHEREAS, **CONSULTANT** is in the business of providing engineering and technical services and desires to perform such services for **CLIENT**.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF WORK.** **CONSULTANT** shall perform such engineering and technical services as are described in the attached Exhibit "A", including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, "Work").
2. **COMPENSATION AND PAYMENT.** **CLIENT** shall compensate **CONSULTANT** for the Work in such manner as described in the attached Exhibit "A", including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, the "Payment Terms"). Partial payments for the Work shall be made monthly by the **CLIENT to CONSULTANT** based on invoices submitted by **CONSULTANT**.
3. **COMPLIANCE WITH LAWS.** **CONSULTANT** shall comply with all applicable provisions of unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all other Federal, State, and local laws or regulations relating to employment.
4. **INSURANCE COVERAGE.** **CONSULTANT** shall provide such general liability insurance coverage in the amount of \$1,000,000.00, which shall name **CLIENT** as an additional insured and providing that the insurance may not be cancelled, allowed to expire, or be materially amended during the entire term of this Agreement, including any renewal or extension terms during performance of the services provided herein until all work has been completed to the satisfaction of the **CLIENT**.
5. **INDEPENDENT CONTRACTOR.** For purposes of this Agreement, **CONSULTANT** is an independent contractor to the **CLIENT**. No relations of any partnership, joint venture, employment, franchise or agency is or has been created between the parties. Neither party shall have the right to bind the other or incur obligations on the other party's behalf without the prior written consent of the other party.

6. **ASSIGNMENT BY CONSULTANT.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **CONSULTANT**, its successors and assigns; provided however, that no portion of this Agreement and the rights and obligations thereunder shall be assignable or delegable by **CONSULTANT**, by operation of law or otherwise, without the express prior written consent of **CLIENT** which consent shall not be unreasonably withheld.

7. **SUSPENSION OR TERMINATION.** In the event that the Work is terminated or suspended by the **CLIENT** prior to its completion, **CONSULTANT** shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension, plus reasonable profit and termination costs. Termination or suspension of the work performed by the Consultant shall be effective the date of written notice, by email, certified or regular letter, is sent by **CLIENT** to **CONSULTANT**. All notices between parties shall be sent to:

For **CLIENT**: 1100 Edgewood Road, Yardley, PA 19067
and

For **CONSULTANT**: [insert address & addressee]

8. **DEFAULT.** Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by law or under these terms and conditions.

9. **SEVERABILITY.** If any provision of this Agreement shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

10. **CHOICE OF LAW.** This Agreement will be construed in accordance with the laws of the Commonwealth of Pennsylvania.

11. **VENUE.** If any dispute arises between the parties as a result of this Agreement, venue shall lie in the Court of Common Pleas of Bucks County, Pennsylvania, or in the United States Courts for the Eastern District of Pennsylvania.

The Owner and the Consultant, for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, they have executed this Agreement.

ATTEST: _____.

_____ BY _____

(SEAL) Print Name & Title

Print Name & Title

Dated this ____ **day of** _____, _____

ATTEST: **Township of Lower Makefield**

_____ BY _____

(Seal)

Dated this ____ **day of** _____, _____