



MEMORIAL PARK EAST PHASE III DESIGN AND CONSTRUCTION SERVICES

Lower Makefield Township
Parks and Recreation

Date Released: May 20, 2024
Deadline for Submission: June 9, 2025

Lower Makefield Township Macclesfield Park Master Plan

Lower Makefield Township in Bucks County, Pennsylvania, is accepting proposals for a one-time contract to perform Engineering Design and Construction Consultation Services work for Lower Makefield Township involving the design of Memorial Park East, Phase III.

Attached is information related to submitting a proposal, including specific requirements, the organization of the proposal, proposal evaluation criteria, and plan timelines. Sealed proposals (three copies, and a digital copy on a thumb drive), must be received by the Parks and Recreation Director, Monica Tierney, at the Lower Makefield Township building no later than **Monday, June 9, 2025, at 10:00 AM**. If mailed, the proposal should be addressed to: Director of Parks and Recreation, c/o Monica Tierney, 1550 Oxford Valley Rd, Yardley, PA 19067. If additional information is needed, please contact Lower Makefield Township Parks and Recreation Director, Monica Tierney at (215) 520-8938 or monicat@lmt.org.

All documents/information submitted in response to this solicitation shall be available to the public. Lower Makefield Township will not be responsible for any costs associated with the oral or written and/or presentation of the proposals. Lower Makefield reserves the right to reject any, and all proposals, with or without cause, and waive any irregularities or informalities in the proposals.

Lower Makefield Township reserves the right to negotiate with all qualified sources, or to cancel in part or in its entirety the RFP when the township determines that such action is in its best interests.

PLEASE NOTE that the Township shall not consider a Response to this Request for Proposals where the Prospective Professional Service Provider makes a Contribution within a period of ninety (90) days immediately following its submission to the Township of its Response to any of the following: (1) any Candidate's Political Committee of any sitting member of the Lower Makefield Township Board of Supervisors; or (2) any Candidate's Political Committee for any Candidate for the office of Supervisor of the Lower Makefield Township Board of Supervisors.

INTERVIEW

The Township reserves the right to interview any, and all of the respondents submitting a proposal. Although interviews may take place, the proposal should be comprehensive and complete on its face. Lower Makefield Township reserves the right to request clarifying information after submission of the proposal.

SELECTION AND CONTRACT

Lower Makefield Township will select the respondent deemed most advantageous to the Township, with price and other factors considered. The resulting contract will include this RFP, any clarifications, or addenda thereto, the selected respondent's proposal, and any changes negotiated by the parties. Lower Makefield Township shall not be required to appoint the lowest cost respondent as this is a professional services contract.

FILES

At the termination of the Consultant's contract, he/she shall promptly return to the township all files complete with all documents, memos, legal research notes, correspondence and all other material contained therein including but not limited to electronic data, at no cost to the Township.

EXCEPTIONS

Any exceptions to terms, conditions, or other requirements in any part of this RFP must be clearly pointed out in the candidate's proposal. Otherwise, the Township will consider that all items offered are in strict compliance with this RFP, and the successful proposer will be responsible for compliance.

1. PURPOSE, GOALS, AND OBJECTIVES

Lower Makefield Township recently received a \$900,000 Statewide Local Share Account Grant (LSA) for the implementation of the Memorial Park East Phase III project, which included the following improvements:

- Playground for 5–12-Year-Old Children;
- Picnic Pavilion;
- Horseshoe Pits;
- Bocce Courts;
- Exercise Stations;
- Gazebo;
- Walking Paths;
- Composting Restroom Facilities;
- Surface Course Paving of the Existing Parking Area;
- Tree Plantings; and
- Associated Stormwater Management.

It is acknowledged that the scope of the improvements may need to be reduced to match available funding. It is anticipated that the Consultant will work with the Township Board of Supervisors, Park and Recreation Board, and Township Staff to refine the project scope.

2. SCOPE OF WORK:

a. Site Survey:

- i. Using existing surveyed plans, perform a field survey to confirm existing topography. This is needed to confirm existing site elevations.
- ii. Generate base plans which will serve as the existing conditions plans for the proposed design.

b. Engineering Design

- i. Provide project plans with construction details for public bidding purposes. The following plans as part of the detailed design:
 1. Title Plan with Project Location Map

2. General Notes, Abbreviations, and Legend Plan
 3. Existing Conditions Plan
 4. Proposed Site Plan
 5. Site Grading and Utility Plan
 6. Construction Details and Cross Sections
 7. Landscaping Plan
 8. Landscaping Details Plan
 9. Erosion & Sediment Control Plan/Details
- ii. Prepare Technical Specifications necessary to create a complete bid package for the project suitable for public bidding in accordance with the Township Code and the Township Solicitor's requirements. The bid package will be configured for electronic bidding through the PennBid system.
 - iii. Prepare a construction cost estimate for the work based on recent pricing history.
 - iv. Provide a set of documents to the Township for review.
- c. Permitting
- i. Meet with the regulatory agencies (BCCD, PA DEP) on two (2) separate occasions to obtain the necessary permits, including NPDES, for the proposed work. We will adjust the design to address the comments from the regulatory agencies and we will provide a detailed response letter indicating how the proposed design has been revised to meet the requirements (if necessary).
- d. Bidding
- i. Pre-Bid Meeting. The Consultant will attend and lead a Pre-Bid Meeting and site walk-through with prospective bidders.
 1. Answer all questions during the bidding period and prepare any necessary addenda to the contract documents.
- e. Construction Management
- i. Attend and support a pre-construction meeting with the contractor. This meeting addresses work scheduling, contractor personnel, project scope, Township requirements, and kicks-off the construction period.

3. MEETING ATTENDANCE

- a. In their response, the Consultant should assume attendance at up to 5 public meetings.

4. DESIGN CONSIDERATIONS

- a. All Park, open space, and recreational facilities have the potential to protect and/or enhance natural resources and habitats. Green and sustainable elements promote environmental, health, and economic benefits and enhance the visitor experience. From a management perspective, maintenance costs may be lower for a naturalized site. This includes incorporation of native plantings, stormwater best management practices, and habitat protection/enhancement. Consider the following items when developing the plan:

- i. Site opportunities, constraints, and generally accepted design standards related to the proposed recreation facilities and uses including applicable local recreation and park agency standards.
- ii. Topography of the site.
- iii. Compliance with applicable laws, regulations, and guidelines including land subdivision, zoning, 2010 ADA Standards for Accessible Design, Uniform Construction Code, American Society for Testing Materials (ASTM) standards, and the Consumer Product Safety Commission (CPSC) guidelines pertaining to playground areas and equipment.
- iv. Protection/enhancement of significant historic structures and areas.
- v. Protection/enhancement of environmentally sensitive areas including forests, streams, wetlands, and natural areas that provide habitat and protect water quality.
- vi. Sustainable site design and green infrastructure/materials may reduce environmental impact and lower maintenance and operation costs.
- vii. Establishment and maintenance of sustainable riparian native grass and/or forest buffers.

5. COST ESTIMATE AND PHASED CAPITAL DEVELOPMENT PROGRAM

- a. Development (Construction) Costs – Provide a current detailed cost estimate for the development of the proposed recreation areas and facilities. The cost estimate should include:
 - i. engineering and other professional services cost.
 - ii. construction and materials cost.
 - iii. project administration cost.
 - iv. A contingency of at least 10% of the construction cost estimate.
- b. Phased Capital Development Program – If the proposed development cannot realistically be carried out in one to three years as one project, develop a phased prioritized multi-year capital development program. This should explain the strategy for the phasing, identify which areas and facilities are to be developed in which years, and provide the costs associated with each phase. Implementation strategies to finance the program should also be addressed (bonds, grants, fund-raising, etc.).

6. PROJECT TIMELINE (tentative)

- a. Release Request of Proposal – May 20, 2025
- b. Deadline for Proposal Submission – Monday June 9, 2025 at 10AM
- c. Evaluation of Proposals – Tuesday May 6, 2025
- d. Approval and Award of Proposal to Successful Consultant – June 10, 2025
- e. Notice to Proceed – July 1, 2025
- f. Draft Plan Presentation to the Park and Recreation Board– November 14, 2025
- g. Final Plan Presentation to Township Board of Supervisors – December 3, 2025

7. APPLICANT CAPABILITIES

Elements that will be considered:

- a. Are the lines of authority and coordination clearly identified?

- b. Are essential management functions identified?
- c. Are the functions effectively integrated? e.g., sub consultants' role delineated?
- d. Current and projected workload
- e. Ability to meet Township's schedule

8. PROJECT TEAM

Identify the project principal, the project manager, key staff, and sub consultants. Present a brief discussion regarding how the teams' qualifications and experience relate to the specific project. The professional Team should include transportation engineers, landscape architects, sports field experts, and parks and recreation experts. Elements that will be considered by the panel when reviewing your submittal:

- a. The selected Consultant shall assign to the Municipality a minimum of one (1) staff person who is a Professional Engineer licensed to practice in the State of Pennsylvania, and include the following:
- b. Experience and qualifications of personnel to be assigned for these services, their functions, and levels of responsibility.
- c. References and brief summaries of similar services provided within the preceding two years.
- d. Current workload of the selected firm and staff capability of meeting the limitations of this Request for Proposals.
- e. Compensation schedule for services. Out-of-pocket expenses for normal everyday costs such as travel, typing, prints, postage, etc. shall be included in hourly rates.
- f. Key staff involvement in project management and on-site presence. Time commitment of key staff
- g. Qualifications and relevant sub consultant experience

9. PRIOR EXPERIENCE

- a. Use the portion of your submittal to describe relevant experience with the project type described in the RFP document and various services to be provided. Elements that will be considered by the panel when reviewing your submittal:
 - i. Experience of the key staff and firm with projects of similar scope and complexity.
 - ii. Demonstrated success on past projects of similar scope and complexity.
 - iii. Development of conceptual designs.
 - 1. Prior experience with The Lower Makefield Township.

10. PROJECT APPROACH

- a. For the project and services outlines in the RFP document, describe how you plan to
 - i. accomplish the following project control and management issues:
 - ii. Cost control- Establish and controls costs through the master plan process.
 - iii. Schedule-Manage the required work to meet the established schedule as
 - 1. identified in project timeline.
 - iv. Communication - Dedicated person to communicate with The Township's project lead.

11. SUBMITTAL REQUIREMENTS

- a. Submittals shall be firm for a period of 90 days following Submittal Date. Firms will be judged, not only on their experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this document. Any cost or expense incurred by the respondent that is associated in/with the preparation of the proposal, the interview (if needed), or the selection process shall be borne solely by the respondent. All proposals become property of Lower Makefield Township upon receipt and will not be returned. Submittals shall contain the following information which is further outlined below:
- b. One page cover letter of interest including the firms understanding of the requirements related to the RFP, a synopsis of the prime firm and sub-consultants, the team's qualifications, the project manager, and primary contact. The letter must be brief and formal from the proposer that provides information regarding the firm's interest in and ability to perform the requirements of this RFP.
- c. A project organization chart. Identify team composition if a team is proposed. Define key staff member who will be working on the project and explain their roles.
- d. Profile(s) of firm or team members including the number of employees, location, and number of years in business under its current name and relevant experience.
- e. A description of the proposed approach to the project including a response to the preliminary scope and engagement of the community.
- f. Resume of the project manager, principle, staff, and sub-consultants identified as having a major role in the project with contact information including phone numbers and email addresses.

12. CONTRACTED CONSULTANT'S RESPONSIBILITIES

- a. The Consultant shall perform all services as specified in the RFP, Contract, any addenda thereto, and agreed upon information provided in the Proposal.
- b. The Consultant shall provide and assign only individuals who have experience with the Engineering, Design and Construction Services to be provided. Company must also ensure individuals do not have a criminal record.
- c. The Consultant shall perform all services in strict compliance with all Federal, State and Local laws, regulations, ordinances, and directives as they may pertain to said services.

13. TOWNSHIP RIGHTS AND AUTHORITY

- a. The Township shall retain the right to inspect and review the Consultant's performance under this contract and to initiate action, within the terms of the contract that it deems necessary to assure Consultant compliance.
- b. The Township will review and approve, prior to any implementation, all recommend changes proposed by the Consultant.

14. WORK PRODUCT

- a. The selected Consultant will be expected to provide the Municipality with copies of all work products without limitation, which shall include reports, analyses, correspondence, plans, proposals, submittals, schematics, exhibits, spreadsheets, drawings and any other documents produced in connection with the consulting

relationship with the Municipality in printed form, as well as in electronic form to include portable document format and the root file(s).

GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CAPACITY OF CONSULTANT

- a. The Consultant, its employees and agents, are not deemed to be employees of the Township in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the Township.

2. PROHIBITION AGAINST ASSIGNMENT

- a. The Consultant shall not assign any part of this Agreement without prior written approval of the Township.

3. CONTRACT MODIFICATION, AMENDMENT AND TERMINATION

- a. This document and all attachments, which have been incorporated by reference, contain all terms, provisions, and conditions of the Agreement. All provisions thereof are intended by the parties to be whole and entire.
- b. Any alteration, variation, modifications, or waiver of any provision of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this Agreement.
- c. The Township reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this Agreement.
- d. In addition, the Township may terminate this Agreement at any time, upon 10 days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.

4. CONFIDENTIAL INFORMATION

- a. All Information contained in the files of Township and all departments thereof is considered "Confidential Information". "Confidential Information" means all information, data, documents, files and records disclosed to the Consultant by the Township either directly or indirectly in writing or orally. Confidential Information does not include any of the foregoing items which (i) is known to Proposer at the time of disclosure to Proposer by the Township as evidenced by written records of the Proposer, (ii) has become publicly known and made generally available through no wrongful act of Proposer or (iii) has been rightfully received by Proposer from a third party who is authorized to make such disclosure.

5. HOLD HARMLESS

- a. It is understood that the Consultant is an independent contractor in respect to its performance under this Agreement and shall assume all risks and responsibilities for losses of every description in connection with the service, which can be attributed either directly or indirectly to the Consultant. The Consultant agrees to indemnify, defend, and save harmless the Township, its agents and employees for or on account of any damages or loss, including the cost of litigation or legal counsel resulting directly or indirectly from the actions of the Consultant in fulfilling the terms of this Agreement.

6. FAMILIARITY WITH PROPOSED WORK

- a. Consultant certifies that they have carefully considered the work proposed and the RFP to determine for themselves the difficulties and requirements incidental to the prosecution of the work, and that the submission of a proposal is considered conclusive evidence of such examination.

7. SOLE CONTRACTOR

- a. The Consultant agrees that he and only he shall be the Township's sole contractor under this Agreement.

8. NON-DISCRIMINATION

- a. The Consultant agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders, which protect the civil rights of employees, job applicants, and recipients of services.
- b. The Consultant expressly agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that the Consultant has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment or other entity, but Consultant shall remain primarily responsible for compliance hereunder.

9. IMMIGRATION REFORM AND CONTROL ACT OF 1986

- a. Consultant recognizes its responsibilities to assure identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record.
- b. Acquisition and retention requirements under the Act.

INSURANCE REQUIREMENTS

CONSULTANT shall procure, and further require any and all subcontractors and sub-consultants to procure, prior to the commencement of services, and maintain, at its own expense, until final acceptance by the CLIENT of all services required under this Agreement, insurance for liability for damages imposed by law and assumed under this Agreement, of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do business in the Commonwealth of Pennsylvania. The insurance carriers shall have a Best's rating of "A" or better and a Best's financial size of "VII" or larger. All the policies of insurance required to be purchased and maintained and the certificates, declaration pages, or other evidence thereof shall contain a provision or endorsement that the coverage afforded is not to be cancelled, materially changed or non-renewed without at least thirty (30) days prior written notice to the CLIENT.

1. COMMERCIAL GENERAL LIABILITY INSURANCE

The minimum limit of liability shall be \$5,000,000 per occurrence (combined single limit for bodily injury and property damage) /\$10,000,000 aggregate, including products/completed operations and contractual liability insurance. The coverage to be provided under the policy shall be at least as broad as that provided by the standard, basic, un-amended and unendorsed comprehensive general liability coverage forms currently in use in the Commonwealth of Pennsylvania, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

2. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The policy shall cover owned, non-owned, hired, leased and rented vehicles with minimum limits of liability in the amount of \$1,000,000 per accident as a combined single limit for bodily injury and property damage. The coverage provided shall include automobile contractual liability covering liability assumed under this Agreement.

3. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

Worker's Compensation and Employer's Liability insurance shall be provided in accordance with the requirements of the laws of the Commonwealth of Pennsylvania.

4. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

Written on a "claims made" basis, with not less than \$5,000,000 for CONSULTANT and not less than \$5,000,000 for any licensed professional retained by CONSULTANT against any and all liabilities arising out of or in connection with the negligent acts, errors or omissions of CONSULTANT, its licensed professionals, sub-consultants, contractors or subcontractors.

5. NOTE:

- a. CLIENT shall be named as an additional insured on all insurance policies obtained by CONSULTANT in furtherance of this Agreement.
- b. CONSULTANT shall furnish to the CLIENT within ten (10) days of the effective date of this Agreement, Certificates of Insurance representing insurance coverages as set forth above, together with declaration pages, in a form satisfactory to the CLIENT.

QUESTIONS/REQUIREMENTS FOR PROSPECTIVE RESPONDENTS

1. A copy of the Commonwealth of Pennsylvania Business Registration Certificate.
2. A copy of the Certificate of Insurance for general liability, professional liability, and worker's comp.
3. Copy of Equal Opportunity Employment policy.
4. Copy of Americans with Disabilities Act policy.
5. Disclosure of Political Contributions (last five years)-to candidates and/or campaigns in Lower Makefield Township
 - a. Any amount in currency.
 - b. Any other monetary or in-kind (goods or services) contributions in excess of \$250 in the aggregate from one source.

6. List all contracts held and monetary value with Lower Makefield Township in the last five years.
7. List all contracts held and monetary value with other municipalities in Bucks County in the last five years.
8. List all contracts held and monetary value with public entities in Bucks County in the last five years.
9. Have any of your employees previously or currently work for Lower Makefield Township? If so, please provide names and dates of employment.
10. Do any of your staff have family members that have or currently work for Lower Makefield Township? If so, please provide names and dates of employment.
11. Provide a list of all lawsuits against your firm within the last five years. Include name, date and description of lawsuit. If an outcome was reached, please provide a description and any associated monetary values.
12. Has your firm been found to be in violation of any Federal, State, or local laws or regulations in the last five years? If so, please provide a description of each violation and associated remedy and/or action taken.