

**UPPER MACUNGIE TOWNSHIP
LEHIGH COUNTY, PENNSYLVANIA
REQUEST FOR PROPOSALS (RFP) FOR PROFESSIONAL CONFLICT
TOWNSHIP ENGINEER**

RFP #2021-01

March 29, 2021



**UPPER
MACUNGIE
TOWNSHIP**

Submission deadline: Friday, April 23, 2021 – 12:00 p.m.

Contact:

Robert Ibach, Jr.
Township Manager
8330 Schantz Road
Breinigsville, Pennsylvania 18031
E-mail: ribach@uppmac.org

I. CONSULTING ENGINEERS REQUEST FOR PROPOSALS AND QUALIFICATIONS

The Upper Macungie Township Board of Supervisors is soliciting proposals and qualifications for its Township Conflict Engineer position in accord with its March 29, 2021 RFP from those engineers/engineering firms with at least ten (10) years of Pennsylvania Municipal/Township Engineering experience. The RFP is available at the Township Municipal Building located at 8330 Schantz Road, Breinigsville, Pennsylvania, 18031 between the hours of 8 a.m. and 4:00 p.m. Monday thru Friday, excluding holidays or on the Upper Macungie Township website at www.uppermac.org.

All proposals shall be made upon letterhead stationery. One (1) clearly marked original and three (3) clearly marked complete copies (including all attachments) of each proposal shall be submitted and delivered to: Robert Ibach, Jr., Upper Macungie Township Manager, 8330 Schantz Road, Breinigsville, Pennsylvania, 18031 prior to **12 p.m. on Friday, April 23, 2021**. Envelopes shall be sealed and marked **“Proposal and Qualifications for Township Conflict Engineering Services – 2021”**.

The Upper Macungie Township Board of Supervisors reserves the right to choose the proposal(s) which, in their judgment, is best suited for the intended purposes and reserves the right to reject any and all proposals, with or without cause, and waive any irregularities or informalities in the proposals. The Township reserves the right to re-solicit proposals. The Township will appoint one Township Conflict Engineer.

II. GENERAL INFORMATION ON UPPER MACUNGIE TOWNSHIP

Upper Macungie Township is located in Lehigh County, Pennsylvania and operates under the Pennsylvania Second Class Township Code form of government with a three (3) member Township Board of Supervisors and a Township Manager. Upper Macungie Township enjoys a steady volume of Commercial and Residential building construction subject to UCC requirements. The Township is approximately 26.3 square miles, has approximately 133 miles of Township-owned roads, approximately 48 miles of state-owned roads, contains approximately 860 commercial buildings, a residential population of approximately 25,000, an annual multiple fund budget of \$32.7 million, a workforce of 75 full-time employees and 22 part-time employees. The Township has a Community Development Department with full staff for zoning, planning, permitting and code enforcement, full-time Police Force and Public Works Department. Potable Water is provided by Lehigh County Authority and Sanitary Sewerage services are provided by Lehigh County Authority and Upper Macungie Township with some properties serviced by on-lot septic systems. The Township Board of Supervisors meets the first Thursday of each month for their regular public meeting.

III. SCOPE OF SERVICES

The Scope of Services required under this Request for Proposals includes serving as the Township Conflict Engineer providing general, as assigned, professional engineering services. The selected Professional will also be expected to provide specialized professional services to the Township on an as needed basis. Upper Macungie Township engages in projects (designed, and permitted by the Township Engineer), that require the services of a municipal engineering firm to represent Upper Macungie Township to our own Planning Commission and Zoning Hearing Board. The professional is expected to be available to provide advice to the Township during non-business hours including the attendance at meetings. In general, the scope of service also includes the following disciplines:

1. General civil engineering;
2. Land development process;
3. Plan reviews;
 - a. Traffic and signalization engineering;
 - b. Environmental engineering;
 - c. Geotechnical engineering;
 - d. Lighting engineering

If a firm intends to subcontract out any part of the work, the consultant shall provide a complete description of the services to be subcontracted, an estimate of the overall amount of work to be subcontracted, the rationale behind the need to subcontract, and a comprehensive description of the qualifications and experience of the proposed subcontractor. The Township reserves the right to disapprove any proposed subcontractor while appointing the firm to the position of Township Conflict Engineer and to independently appoint one or more firms to provide services which the appointed Township Conflict Engineer proposes to subcontract.

IV. TERM

The position for the services shall be subject to renewal in accord with the Commonwealth of Pennsylvania Second Class Township Code or otherwise determined by the Township Board of Supervisors. The Township Board of Supervisors reserves the right to terminate the position at any time with 30 days prior written notice. The firm serves at-will at the direction of the Township Board of Supervisors. The Township anticipates that the position of Township Conflict Engineer will be subject to future requests for proposals approximately every two (2) years.

V. SELECTION PROCESS

The Township will utilize the following general selection process in determining the most qualified and best consultant to serve as its Conflict Engineer.

1. Interested consulting engineers (firm) will provide written Statement of Qualifications (SOQs) to the Township based on the guidelines and information in this RFP.
2. The Conflict Engineer shall be duly licensed in the Commonwealth of Pennsylvania as a Professional Engineer and otherwise certified/licensed to perform the professional services identified in the RFP.
3. Upper Macungie Township will review and rank all SOQs based upon the criteria established in this RFP
4. Firms will be short-listed to participate in an interview process. Additional evaluation steps may include, but not be limited to, an interview, a review of the firm's engineering fee structure, a check of reference, etc.

The final determination will be made by the Upper Macungie Township Board of Supervisors for appointment. The Board of Supervisors reserves the right to reject any or all proposals, with or without cause, and to waive any defects or irregularities in the best interest of the Township. The Board of Supervisors reserves the right to make an appointment in the best interest of the Township and to appoint the firm that it determines would best serve the Township's needs, which shall remain within the sole discretion of the Township Board of Supervisors. The Township may appoint one firm to the position of Township Conflict Engineer while independently appointing one or more firms to provide services which the successful firm is unable to provide.

VI. SOQ CONTENT

The SOQ must include the following:

A. Cover Letter

All SOQs must include a cover letter to the attention of Robert Ibach, Jr., Township Manager, and be signed by a person legally authorized to bind the applicant to its Proposal. The cover letter must include the firm name, the names of local partners/principals and the number of local personnel, address and telephone and fax numbers for the agency and email addresses of the person(s) who are authorized to represent the proposer.

B. Personnel

1. The names of the partners, managers and other key staff persons who will be assigned to the Township's engagement; and
2. Provide resumes and indicate their experience in municipal civil engineering; describe the staffing level that would be assigned to Upper Macungie Township.

C. Level of Service

Indicate whether your firm can provide on a quick response basis, year-round expert professional engineering services to the Township on typical municipal engineering matters.

D. References

List of Pennsylvania local government jurisdictions where your firm presently serves as municipal engineer and/or provide similar services.

E. Fees

The Township expects to pay an hourly fee for the services provided by the engineer. All firms must indicate the hourly fee charged for the proposed services by the grade of the employee to be assigned to this task. Proposals should indicate anticipated fee increases for at least three (3) years, though future fee increases shall be subject to approval of the Board of Supervisors prior to the fees becoming effective. If additional services such as travel, copying, phone calls or other charges will be billed in addition to the proposed hourly fee, such should be indicated within the SOQ.

VII. PROCEDURES FOR EVALUATING PROPOSALS

The Township will evaluate the SOQs based on, but not limited to, the criteria outlined in this document. The Township may then complete additional evaluations on the firms such as review of the firm's engineering fee schedule, participation in an interview process, etc. Using a combination of the information provided in the SOQ and the additional information received from the interviews and evaluations, the Township will make a final choice and award the engineering position to the most qualified firm. A brief description of the primary selection criteria is provided below:

A. Proximity of firm to Upper Macungie Township

The Township wishes to work closely with the selected firm and desires fast, efficient, and effective service. The consultant should address how it will provide the desired service and how it will address travel cost and travel time issues.

B. References

The Township will perform reference checks for each candidate. A minimum of three (3) municipal clients in Pennsylvania where similar or related work was performed must be provided. References where the consultant has served as the engineer are required. References should also be able to describe the firm's responsiveness, availability, and ability to complete assignments in a timely and orderly manner.

C. Experience Serving as an Engineer for Other Communities

Demonstrated experience in the role of municipal engineer for other Pennsylvania municipalities will be strongly considered. At least ten (10) years of Pennsylvania municipal engineering experience is required. Proof of an understanding of the role of engineer and track record of providing fast, efficient and effective service is preferred.

D. Consultant's Understanding and Approach and Quality of the SOQ

The selection criteria will allow the Township to award the position on the quality of the SOQ, the firm's understanding of the Township's needs, the consultant's approval to the work and/or any other quality about the firm's proposal that sets it apart from any others.

E. Conflict of Interest

The successful firm shall not have conflicts of interest with the Township and shall address and resolve any individual matters involving a conflict in advance of appointment. Such conflicts shall be disclosed as part of the SOQ submission.

F. Insurance

The selected firm must maintain insurance coverage in accordance with the following requirements:

- a. Worker's Compensation Insurance – meeting the requirements of all applicable laws and jurisdictions.
- b. Professional/Errors and Omissions Liability Insurance - \$ 1,000,000 per claim \$2,000,000 aggregate
- c. Employer's Liability Insurance – \$1,000,000 Bodily Injury each accident; \$1,000,000 Bodily Injury by disease – policy limit; \$1,000,000 Bodily Injury by disease – each employee
- d. Commercial General Liability Insurance – Occurrence \$1,000,000; Aggregate \$2,000,000
- e. Comprehensive Automobile Liability - Combined Single Limit \$1,000,000
- f. Umbrella or Excess Liability - \$2,000,000 per occurrence
- g. Employment Practices Liability Including Third Party Liability \$500,000 per claim; \$1,000,000 aggregate
- h. The Township along with their respective officers, agents, and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations on the firm's Commercial General Liability Policy, which must be primary and noncontributory with respect to the additional insureds. The Primary noncontributory and waiver of subrogation applies to all policies, where allowed by law. This insurance shall remain in effect as set forth below, in the "Cancellation, Renewal and Modification" provision.

- i. It is expressly understood by the awarded firm that it is the intent of the Township and the awarded firm that any insurance obtained by the Township is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the firm, or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.
- j. To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile and Workers Compensation policies in favor of the Township, and this clause shall apply to the Townships officers, agents and employees, with respect to all Projects during the policy term.
- k. Prior to commencement of services being provided, awarded firm shall submit a Certificate of Insurance in favor of the Township and an Additional Insured Endorsement (in a form acceptable to the Township) as required hereunder. The Certificate shall provide for thirty (30) days' notice to the Township for cancellation or any change in coverage. Copies of insurance policies shall promptly be made available to the Township upon request.
- l. With regard to any and all claims against any additional insured by any employee of the awarded firm, anyone directly or indirectly employed by the awarded firm or anyone for whose acts the awarded firm may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the awarded firm under workers' compensation acts, disability benefit acts or other employee benefit acts.

G. Cancellation, Renewal and Modification

The awarded firm shall maintain in effect all insurance coverages required under this award of services at the awarded firm's sole expense, underwritten by insurance companies acceptable to the Township, until final completion of contracted services. Certificates of insurance showing required coverage to be in force must be delivered to the Township prior to commencement of the awarded Professional Services Agreement. In the event the awarded firm fails to obtain or maintain any insurance coverage required under this award of services, this shall be considered a material breach of the Agreement, entitling the Township, at its sole discretion, to purchase such equivalent coverage as desired for the Township's benefit and charge the expense to the awarded firm, or, in the alternative, exercise all remedies otherwise provided in the Agreement, or as permitted by law or equity.

H. Indemnification

The selected firm and its employees shall defend, indemnify and hold harmless the Township, its Board of Supervisors, committees, commissions (including the individual

members thereof) and their elected and appointed officers and officials, and their respective managers, representatives, advisors, insurers, solicitors, other professional consultants, appointees, employees, agents, independent contractors, predecessors, successors, and assigns from any and all claims and costs of any nature whether for personal injury, property damage or any other liability arising out of or in any way connected with the professional firm and/or its employee's negligent acts or omissions under this agreement.

I. Professional Services Agreement

The successful firm will be required to sign a PSA with Upper Macungie Township prior to Board of Supervisors appointment as Township Conflict Engineer.

VIII. Questions

Direct any questions related to this RFP to Robert Ibach, Jr., Township Manager, Upper Macungie Township via email to ribach@uppermac.org