

## REQUEST FOR PROPOSALS (RFP) FOR MUNICIPAL ENGINEERING SERVICES

August 26th, 2014

The Borough Council of Jenkintown Borough is seeking proposals for the services of a Borough Engineer to provide professional engineering services for the Borough. Services will include review of subdivision and land development applications, preparation of escrows and escrow releases, design bid specifications and construction inspection of selected municipal projects. Plan review will include roadway design, stormwater management design, and general compliance with Borough specifications which are laid out in the Pennsylvania Municipalities Planning Code and Borough ordinances. In addition, services may include project design for Borough initiated road, storm sewer, park and other miscellaneous projects as requested by the Borough. Services may also include NPDES compliance including preparation of annual MS4 reports.

Of particular interest to the Borough Council will be the engineer's ability to assist in managing the implementation of the Borough's Comprehensive Plan as it relates to development of the Town Center and business district. Experience in economic development will be important.

Selected engineer will be expected to attend at least one Borough Council meeting per month (usually the 3rd Monday of the month) and the Public Works/Public Safety Committee meeting (usually the 2nd Wednesday of the month), as well as special meetings as requested. Proposals will only be accepted from individuals, firms or corporations licensed in Pennsylvania to engage in the practice of engineering.

We are only seeking proposals from firms with experience in municipal engineering, and not from specialty firms. We also desire, "local" firms, so please advise us in your proposal of the distance from your office to Jenkintown and if you charge for travel time and mileage as well as the costs.

Questions concerning the submittal of proposals can be directed to George Locke, Borough Manager at 215-885-0700 or e-mail at [glocke@jenkintownboro.com](mailto:glocke@jenkintownboro.com).

### General Requirements and Information:

If you are interested in submitting proposal, please mail fourteen (14) copies of the proposal no later than 12pm on September 26th, 2014 to George Locke, Borough Manager at 700 Summit Avenue, Jenkintown, PA 19046 or via physical delivery (i.e., FEDex, UPS, hand delivery) to 700 Summit Avenue, Jenkintown, PA 19046. The envelope is to be clearly printed with the following cover statement: "**RFP - Engineering Services**".

Each proposal must include a contact name and telephone number.

The following factors will be considered during the evaluation of the firms submitting proposals:

- A. Specialized experience in municipal engineering and technical competence of firm, to include years of municipal engineering.
- B. Past performance of the firm and specific experience of individuals who constitute the firm shall be considered.
- C. Excellent references from satisfied municipal clients who can attest to the firm's qualifications, technical competence, integrity, and value.
- D. Current workload and capacity of firm to perform the work within the time limitations. This includes organizational depth and relative accessibility.
- E. Other factors specific to the professional services of engineering firm to a Borough.
- F. Ethics and professional standing.
- G. Cost control - how you would report work accomplished and identify the value of work done for the Borough.
- H. Experience with Geographic Information Systems (G.I.S.)
- I. Explain your policy on ownership of the work product (e.g. G.I.S. development)
- J. Provide experience in applying and securing grants/financing for infrastructure projects.

Issues to address in the proposal shall include:

- A. Expense and billing procedures. Specify if a retainer would be required on certain projects and how it would be applied. List your hourly rates for each employee and specify who will be the primary individuals assigned to Jenkintown Borough.
- B. Accessibility to Borough and flexibility of schedule for Borough matters.
  - 1. Distance from your office to Jenkintown Borough.
  - 2. State whether or not your firm charges for mileage and at what rate.
  - 3. State whether you charge for travel time.
- C. Rate structure for principal engineering and support staff.
  - 1. Clarify if night meetings are billed and at what rate.
- D. Biographical information of firm, principal, and support staff.
  - 1. Provide rate structure for infrastructure grant applications.
- E. Provide municipal references.
- F. Provide other professional and personal references.
- G. Provide a copy of the firm's Certificate of Insurance (\$1 million minimum)
- H. Engineering Experience:
  - 1. List individuals who will be assigned to Jenkintown Borough and who will attend Borough meetings.
  - 2. Experience in all phases to include field inspection in subdivision, land development and environmental matters.
  - 3. Experience in drafting construction knowledge.
  - 4. Knowledge of engineering standards and reference standards.
  - 5. Knowledge of state laws, codes and regulations as applied to engineering.
  - 6. Knowledge of the Pennsylvania Municipalities Planning Code and the subdivision review process.
- I. Other pertinent information you desire to submit.

The top firms will be selected to interview based on the merit of their proposals along with retainer costs, hourly rates, and fee schedules.

Following a review of all submitted proposals, firms may be required to make a formal presentation to Borough Officials before a final determination is made.

Proposals are due no later than noon on September 26th, 2014. All questions regarding the proposal must be submitted in writing to George Locke, Borough Manager. Questions raised by prospective firms and responses given by the Borough will be distributed to all prospective firms requesting them.

The award of the contract will be to the Consultant that provides the best proposal based upon technical merit, experience, cost and other factors. Jenkintown Borough may engage in discussions with one or more of the Consultants during the selection process to clarify or amend various aspects contained in the submitted technical and cost proposals.

The Borough reserves the right to reject all proposals submitted, to cancel solicitation requested under this notice, and/or to request new proposals for the services. Jenkintown Borough is not liable for any costs incurred by consultants in the preparation of the proposal.

The firm appointed by the Borough Council will not be permitted to represent any private entities in the Borough, unless plans are currently in the process of being prepared. A list of projects or contracts in which the firm is currently involved with in Jenkintown Borough shall be submitted with the proposal. The consultant shall furnish with the executed agreement, the standard Certificate of Insurance Coverage which must be maintained throughout the Agreement and any amendment thereto. The certificate shall name Jenkintown Borough as the additional insured.

Sincerely,

A handwritten signature in black ink, appearing to be 'G. Locke', written in a cursive style.

George Locke, BCO  
Borough Manager  
Jenkintown Borough

Attachment – Scope of Services - Exhibit “A”

# EXHIBIT "A" THE BOROUGH OF JENKINTOWN SCOPE OF SERVICES

## BACKGROUND

The Borough maintains approximately 10 miles of roads. The Borough of Jenkintown provides services including police, fire, public works, code enforcement, planning, finance, and trash collection. Approximately .6 square miles in size, the Borough is also responsible for operating and maintaining the drainage and stormwater facilities within our boundaries. The Borough is located in the Tookany/Tacony-Frankford Watershed, with the Jenkintown Creek running along its south-eastern boundary.

The Borough intends to appoint a qualified licensed engineer from these RFPs. The Borough of Jenkintown will consider all firms with Borough Engineering full service experience submitting proposals with this request.

## SCOPE OF SERVICES

The prospective firms should structure proposals in a fashion which addresses the following major categories:

- I. **Miscellaneous Services.** The Borough of Jenkintown may require general engineering services from their engineer for day to day issues. This may include, but not be limited to the following:
  - Attendance at monthly Committee meetings and Council meetings as requested;
  - SALDO reviews per Municipal Ordinance requirements;
  - Stormwater reviews including Erosion and Sedimentation Plan reviews;
  - Stormwater conveyance and management project design services;
  - MS4 compliance and annual report preparation;
  - Inspection Services as requested or required;
  - Review and approve developers Escrow calculations;
  - Review and recommend for approval Escrow releases;
  - General knowledge of inter-municipal Agreements;
  - Respond to all manner of general engineering requests;
  - Construction inspection and oversight services and GIS capabilities are necessary
  - Utility infrastructure improvements including design and engineering services for roads and bridges;
  - Bid preparation, review and recommendation;
  - Surveying as requested;

For general service tasks, the firm will provide basic services to the Borough on a time and materials approach unless other arrangements or agreements are made.

## II. **Task-Based Services.**

The firm may be directed to undertake specific projects for the Borough that have a finite scope of work, are relatively larger in scale, or for any other reason the Borough wishes to assign the work on a task-basis to the vendor. In these cases, the assignment of work will follow the general process described below:

- The Borough Manager ,or their designee, will describe a task or need to the engineer for a specific project;
- The engineer will prepare a simple proposal describing the scope of work they will provide, a proposed fee, and an estimated project timeline;
- The Borough Manager ,or their designee, may choose to accept the proposal as is, reject the proposal, or negotiate a change of scope or fee with the firm;
- If recommended by the Borough Manager, or their designee, the proposal will be presented to Borough Council for their action;
- Once the proposal is accepted, the Borough Manager, or their designee, will issue a work order to the engineer to complete the project outlined in the proposal;
- The engineer will track the task order with an independent project number separate from general service activities;
- The Borough will assign task orders to the engineer as needed. The Borough will reserve the right to issue a general RFP for specific projects if they desire to have expanded competition, specialized expertise, or if the engineer elects to not accept a request for a specific work order. The Borough will maintain the necessary autonomy to ensure that the public interest is best served;
- The award of a contract to a firm does not guarantee that the selected firm will be assigned any or all Borough projects.

The Borough intends to undertake a number of capital projects depending on funding availability, over the next few years. These projects may be subject to separate Requests for Proposals.

## III. **General Civil Engineering Issues**

The successful consultant will occasionally be requested to develop technical specifications for construction projects, perform topographical and boundary surveying, and prepare permit applications for regulatory agencies. The scope and costs of such services will be defined in detail prior to commencement of these special services.

Provide documentation to show that the firm is a Penn DOT qualified, engineering consultant or Construction Inspection/Management firm who holds all current NICET Highway Construction Certification, NECEPT Bituminous Pavement Field Technician Certifications, ACI Concrete Field Testing Technician-Grade 1 Certification, and PennDOT Concrete Field Technician Certification

to provide the required Construction Management and Construction Inspection, administration and documentation for FHWA and PennDOT-funded projects. The inspector-in-charge shall meet all the PennDOT minimum requirements to be classified as a TCIS or higher.

#### **IV. Environmental Matters**

The successful consultant may be required to review environmental impact statements for proposed developments in areas where environmental concerns exist. The Borough may also request that environmental impact assessments be performed on property that the Borough owns or is interested in acquiring. In an emergency, the consultant may be called upon for advice regarding appropriate response techniques and remediation. The consultant may also be requested to represent the Borough in matters dealing with other regulatory agencies.

The successful candidate will be responsible for providing oversight and inspection services for the review, remediation, construction and rehabilitation of properties within the Borough containing Hazardous Wastes. All activities will be coordinated with the Borough and *state and federal* agencies maintaining jurisdiction of the site.

#### **INSURANCE**

The consultant shall furnish with the executed Agreement, the following Certificate of Insurance coverage in the amounts indicated, as well as a signed Indemnification Clause (see attached):

1. Worker's Compensation Insurance to protect your employees for the Statutory Requirements of the State(s) involved including coverage under any applicable federal laws;
2. Employer's Liability -\$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
3. Commercial General Liability -Occurrence Form including Independent Contractors, Products, Completed Operations, Explosion, Collapse, & Underground Hazards, Broad Form Contractual Liability, Personal Injury, Broad Form Property Damage including Completed Operations: General Aggregate \$2,000,000 Products & completed Operations Aggregate \$2,000,000 Personal & Advertising Injury \$1,000,000 Property Damage \$1,000,000 Each Occurrence
4. \$1,000,000 Fire Damage (Anyone fire) \$ 50,000 Medical Expenses (Anyone person) \$ 5,000
5. Comprehensive Automobile Liability covering all owned, hired and non-owned vehicles: Bodily Injury &Property Damage Combined Single Limit: \$1,000,000 each
6. Umbrella Liability
  - i. \$2,000,000 each occurrence
  - ii. \$2,000,000 aggregate

7. Professional Liability

- iii. \$1,000,000 per claim \$1,000,000 aggregate

The Consultant shall maintain the above coverage throughout the Agreement and any amendment thereto. The above policies should also name The Borough of Jenkintown as an Additional Insured for this contract on a primary and non-contributory basis. Waiver of Subrogation in favor of the Borough of Jenkintown is to be included.

Certificates of Insurance evidencing the above coverage in insurance companies satisfactory to the Borough of Jenkintown must be provided to the Borough of Jenkintown prior to the commencement of any work. Such certificates must provide at least thirty (30) days written notice to The Borough of Jenkintown in the event of reduction or cancellation of any coverage.

### INDEMNIFICATION

Engineer shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of an Engineer and shall exonerate, indemnify and hold harmless the Borough, its officers, agents and all employees from any and all liability, loss or damage arising out of noncompliance with such laws, rules and regulations, without limitation. To the fullest extent permitted by law, the Engineer shall defend, indemnify and hold harmless the Borough, its agents, officers, officials, and all employees from and against all claims, damages, losses, and expenses (including, but not limited to, attorney's fees, court costs, and the costs of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions in the work, services or professional services of Engineer, its agents, employees, or any other person for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services of the Engineer may be legally liable in the performance of this contract. Engineer's duty to defend, hold harmless and indemnify the Borough, its agents, officers, officials, and all employees shall arise in connection with any claim for damage, loss, or expenses that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, willful errors, mistakes or omissions in the work, services or professional services in the performance of this contract by Engineer or any employee of the Engineer, or any other person for whose negligent acts, willful torts, errors, mistakes, omissions, work, or services the Engineer may be legally liable. Further, Engineer shall indemnify and hold harmless the Borough, its agents, officers, officials, and all employees from any claims for infringement of any copyright or patents arising out of the use of any plans, design, drawings, or specifications furnished by Engineer in the performance of this contract. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

By signing below, Applicant hereby acknowledges and agrees to the aforementioned Indemnification.

Print Name Date \_\_\_\_\_

Signature \_\_\_\_\_

In order to be considered, Applicant must include two (2) signed copy of this agreement with the RFQ.