

**ALLEN TOWNSHIP  
NORTHAMPTON COUNTY, PENNSYLVANIA**

**REQUEST FOR PROPOSALS AND  
QUALIFICATIONS  
FOR PROFESSIONAL ENGINEERING SERVICES**



**Submission deadline: Friday, December 13th, 2015 4 P.M.**

**Contact: Ilene M. Eckhart**

Allen Township  
4714 Indian Trail Road | Northampton, PA 18067  
Ilene M. Eckhart, Township Manager  
Phone No.: (610) 262 – 7012 | Fax No.: (610) 262 – 7012  
E-mail: [manager@allentownship.org](mailto:manager@allentownship.org)

**PUBLIC NOTICE  
REQUEST FOR PROPOSALS  
ALLEN TOWNSHIP IS SOLICITING PROPOSALS  
FOR  
TOWNSHIP ENGINEER**

Allen Township is soliciting proposals and qualifications for the appointment of a Township Engineer, and potentially a Conflict Engineer, from those engineers/engineering firms with at least seven (7) years of Pennsylvania Municipal/Township engineering experience. The RFP is available at the Allen Township Municipal Building, 4714 Indian Trail Road, Northampton, PA, 18067 between the hours of 8:00 a.m. and 3:30 p.m. Monday thru Friday, excluding holidays, or on the Allen Township website: [www.allentownship.org](http://www.allentownship.org).

One (1) clearly marked original and seven (7) clearly marked complete copies (including all attachments) of each proposal shall be submitted and delivered to: Ilene M. Eckhart, Township Manager, at the address listed above, prior to 4:00 p.m. on Friday, December 13, 2024. Envelopes/packages shall be sealed and marked "RFP Township Engineer".

The Allen Township Board of Supervisors reserves the right to choose the proposal which, in its 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 (1) Township Engineer and potentially a Conflict Engineer.

Ilene M. Eckhart, Township Manager  
ALLEN TOWNSHIP SUPERVISORS

Express Times – 11/22/24

# REQUEST FOR PROPOSALS AND QUALIFICATIONS

## FOR PROFESSIONAL ENGINEERING SERVICES

### I. General

#### A. Introduction and Background

Allen Township is soliciting proposals and qualifications from engineering firms to provide general and specific municipal engineering services to the Township. The Township is considering the appointment of both a Township Engineer and a Conflict Township Engineer.

Allen Township has a population of 5,456 (pursuant to the current census) maintains approximately 26 miles of roads and operates and several park facilities.

Being approximately 11.2 square miles in size, the Township is also responsible for operating and maintaining the drainage and stormwater facilities and sanitary sewer infrastructure within the municipal boundaries.

**B. Scope of Services to Allen Township.** The Township will direct the selected consultant to provide engineering assistance in the following ways:

1. Miscellaneous Services
2. Task-based Services
3. Conflict Services (based on potential Township Engineer Conflict of Interest) – the Board of Supervisors reserves the right to appoint or not appoint a Conflict Engineer and further reserves the right to solely determine if a conflict of interest exists.

A brief description of each is provided below.

**Miscellaneous Services:** Allen Township may require general engineering services from their consultant for day to day issues. This may include, but not be limited to the following:

1. Attendance at Board of Supervisors and Planning Commission meetings by request.
2. SALDO reviews per Township Code requirements
3. Zoning Reviews per Township Code requirements – as requested
4. Stormwater reviews for Act 167 Plan requirements.
5. Stormwater conveyance and management project design services
6. MS4 compliance and annual report preparation as requested.
7. Inspection Services for civil projects.
8. Review and approve developers improvement security estimates and agreement calculations
9. Review and recommend Escrow releases (associated with #8 above)
10. Respond to all manner of general engineering requests and effectively interact with design engineers
11. Act as a liaison to the PA Department of Environmental Protection and other agencies as required and requested
12. GIS capabilities will be considered.

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

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

1. The Township Manager will describe a task or need to the consultant for a specific project or task.
2. The consultant will prepare a simple proposal describing the scope of work that the consultant will provide, a proposed fee, and an estimated project timeline.
3. The Township Manager may choose to accept the proposal as is, reject the proposal, or negotiate a change of scope or fee with the consultant.
4. As appropriate, the proposal will be presented to the Township Board of Supervisors for their action.
5. Once the proposal is accepted, the Township Manager will issue a work order to the consultant to complete the project outlined in the proposal.
6. The consultant will track the task order with an independent project number separate from general service activities as assigned and or accepted by the Township.
7. The Township will assign task orders to the consultant as needed. The Township will reserve the right to issue a general RFP for specific projects if they desire to have expanded competition, specialized expertise, or if the consultant elects not to accept a request for a specific work order. The Township will maintain the necessary autonomy to ensure that the public interest is served the best.
8. The appointment of a consultant does not guarantee that the selected firm will be assigned to any or all Township projects.

#### **C. Term**

The appointment for the engineering services provider shall be for a twelve (12) month period, subject to renewal on a yearly basis by the Board of Supervisors. However, the Board has the right to dismiss the consultant at any time, and the consultant serves at-will, at the discretion of the Township.

#### **D. Consultant Selection Process**

The Township will utilize the following general selection process in determining the most qualified and best suited consultant to serve the Township.

1. Interested consultants will provide written proposals and qualifications to the Township based on the guidelines and information in this RFP.
2. Consultant(s) shall be duly licensed in the State of Pennsylvania as Professional Engineer(s) and certified to perform the professional services offered by the proposal.

3. A selection committee, appointed and approved by the Board of Supervisors will review and rank all proposals based upon the criteria established in this RFP. The committee will include the Township Manager, a Planning Commission member, and a Board of Supervisors representative. Additional evaluation steps may include, but not be limited to, an interview, a review of the firm's engineering fee structure, a detailed check of references, etc.
4. The selection committee will make their recommendation to the Board of Supervisors. Final determination will be made by the Allen Township Board of Supervisors for appointment.

Allen Township reserves the right to reject any or all proposals and to waive any defects or irregularities in the best interest of the Township.

## **II. PROPOSAL CONTENT**

Proposals must include the following:

### **A. Cover Letter**

All proposals must include a cover letter to the attention of Ilene Eckhart, Township Manager, and 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 consultant and email address of the person(s) who are authorized to represent the proposer.

### **B. Personnel List and Qualifications**

1. The names of the partners, managers and other key staff persons who will be assigned to Allen Township's engagement.
2. Provide resumes and indicate their experience in municipal civil engineering. Describe the staffing level that would be assigned to Allen 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 and / or specific tasks.

### **D. References.**

List of Pennsylvania local government jurisdictions where your firm presently serves as Engineer and/or provides similar services.

### **E. Fees.**

**(IN A SEPARATE SEALED ENVELOPE PROVIDE ONE SIGNED OR INITIALED COPY)**

The Township expects to pay an hourly fee for the services provided by the consultant. All consultants must indicate the hourly fee charged for the proposed services by the grade of the employee to be assigned to the task. 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 proposal in a separate attached sealed envelope.

### **III. Proposal Submission**

One original and (7) copies of the proposal should be addressed to: Ilene Eckhart, Township Manager, Allen Township, 4714 Indian Trail Road, Northampton, PA 18067. One (1) copy of the proposal, excluding the fee structure, shall be submitted in electronic format as a PDF file. The full proposals must be received via mail or delivery, no later than **Friday, December 13<sup>th</sup>, 2024 4:00 PM**. Envelopes must be sealed and marked "RFP Township Engineer" Proposals submitted by facsimile or email only will not be accepted.

**IV. Considerations for Evaluating Proposals** The Township will evaluate the proposals based on criteria as received and outlined in this document.

#### **A. Proximity of firm to Allen Township**

The Township wishes to work closely with the selected firm and desires fast and effective service. The consultant should address how they will provide effective service and how they will address travel costs and travel time issues.

#### **B. References**

The selection committee may perform reference checks for each candidate. References where the consultant has served as the consultant are preferred. References should also be able to describe the firm's responsiveness, availability, and ability to complete projects in a timely, orderly and cost effective manner.

#### **C. Experience serving as an engineer for other communities.**

Experience in the role of township engineer for other communities will be considered positively. Proof of an understanding of the role of consultant and a track record of effectively providing this service is preferred.

#### **D. Consultant's understanding and approach and quality of the proposal.**

These selection criteria will allow the selection committee to award additional consideration based on the quality of the proposal, the consultant's understanding of the Township's needs, the consultant's approach to the work, or any other quality about the consultant's proposal that sets it apart from any others.

#### **E. Length of Proposal**

While there is no page limit, applicants are advised to only provide material(s) related to the request and qualifications for service. Please avoid providing extensive "boilerplate", corporate marketing or "filler material". No additional consideration will be given to the firm(s) that submit the greatest number of pages.

#### **F. Conflict of Interest**

The successful Consultant shall not have conflicts of interest within 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 proposal submission.

## G. Insurance

The selected consultant will be required to maintain insurance coverage in general conformance with the following, as well as a signed indemnification clause (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, and Underground Hazards, Broad Form Contractual Liability, Personal Injury, Broad Form Property Damage including Completed Operations:

General Aggregate	\$2,000,000
Products and completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Property Damage	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expenses (Any one person)	\$ 5,000

4. Comprehensive Automobile Liability covering all owned, hired and non-owned vehicles:  
Bodily Injury and Property Damage Combined Single Limit \$1,000,000 each

5. Umbrella Liability  
\$2,000,000 each occurrence  
\$2,000,000 aggregate

6. Professional Liability  
\$1,000,000 per claim  
\$2,000,000 aggregate

The Consultant will be required to maintain the above coverage throughout the appointment and any amendment thereto. The policies should also name Allen Township, its elected officials and appointed officials and employees as Additional Insureds for this service on a primary and non- contributory basis. Waiver of Subrogation in favor of Allen Township to be included. If any of the policies of insurance required under this contract or agreement require an endorsement to provide for waivers of subrogation, then the named insured's of such policies will cause them to be so endorsed.

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

## End of Request for Proposals ##

### **HOLD HARMLESS INDEMNIFICATION**

The Township 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 Allen Township, 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 Township, 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 Township, its agents, officers, officials, and all employees shall rise in connection with any claim for damage, loss, or expenses that is attributable to bodily injury, sickness, disease, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, willful torts, 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 Township, 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 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 one (1) signed copy of this agreement with the proposal.