

# **BOROUGH OF CHAMBERSBURG**

## **REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING CONSULTANT SERVICES FOR STORMWATER MANAGEMENT PLAN REVIEW AND CAPITAL IMPROVEMENT PROJECT DESIGN, COST ESTIMATE AND MANAGEMENT SERVICES**

### **I. INTRODUCTION**

The Borough of Chambersburg (BOROUGH) is soliciting proposals from select engineering/consulting firms (ENGINEER) to deliver professional engineering/consulting services to: (1) review stormwater management plans submitted as part of land development plans for compliance with the BOROUGH's Stormwater Management Ordinance, and (2) provide design, cost estimate, and management services for stormwater system capital improvement projects.

#### **A. Background Information**

The Borough – located in the Conococheague Creek Watershed which includes the Falling Spring Creek – regulates stormwater according to a Stormwater Management Ordinance adopted by Town Council on June 20, 2004, and amended on July 14, 2014. The Stormwater Management Ordinance was originally drafted and adopted according to the Act 167 Conococheague Creek Watershed Plan as approved by the Pennsylvania Department of Environmental Protection (DEP) on November 10, 2003.

The Borough's municipal separate storm sewer system (MS4) operates under NPDES General Permit No. PAG 133704, of which coverage commenced on August 1, 2013, and will expire at midnight on July 31, 2018. The Borough storm sewer system is comprised of the following:

- Number of inlets: 2,533
- Total length (feet or miles) of storm sewer pipes: 337,867 feet or 63.99 miles
- Total length (feet or miles) of storm sewer open channels: 77,109 feet or 14.60 miles
- Number of detention basins or rain gardens: 108
- Number of subsurface detention areas: 60
- Number of outfalls to Conococheague Creek and Falling Spring Creek: 128
- Number of pervious parking lots and/or sidewalks: 35

The Borough encompasses 4,434.99 acres with approximately 2,555.47 acres (57.62%) of pervious area and approximately 1,879.52 acres (42.38%) of impervious cover. Of the impervious cover, approximately 571.67 acres (30.42%) is covered with buildings, approximately 401.62 acres (21.36%) is covered with streets (Borough, State Routes and private) and approximately 417.11 acres (22.19%) is covered with parking lots. The remaining 489.12 acres (26.03%) is covered with items such as sidewalks, concrete slabs, swimming pools and decks that were not incorporated into the previously noted categories.

The Borough's Storm Sewer Utility (Utility) was created in January 2015, and operates on a separate fund to manage the infrastructure, rules, policies, local laws, and environmental responsibilities of the Borough's storm sewer system.

## **II. SCOPE OF WORK**

### **A. Services Required**

The ENGINEER shall provide the following core services as part of its proposal for a twelve (12) month period, subject to renewal on an annual basis by Borough Council.

1. **Stormwater Management Plan Review** – The ENGINEER shall be responsible for providing professional engineering/consulting services to the BOROUGH by reviewing stormwater management plans submitted as part of land development plans for property located within the BOROUGH. The ENGINEER shall provide the services identified below:
  - a. Review stormwater management plans to ensure compliance with the BOROUGH's adopted ordinances and prepare review comment letters.
  - b. Review and provide recommendations to the BOROUGH regarding development escrow funds associated with stormwater management features including determination of the amount to escrow and reductions.
  - c. Furnish technical opinions in response to telephone inquiries from the BOROUGH staff and others referred by the BOROUGH staff including developers, developer's engineers, and agency officials.
  - d. Attend meetings when requested by the BOROUGH.
  - e. Perform field inspections and/or construction observation, as requested by the BOROUGH, to determine compliance of stormwater features with the BOROUGH ordinances and approved stormwater management plans.
  - f. Review the BOROUGH ordinances associated with stormwater, as requested by the BOROUGH, and provide recommendations for updates to consider by the BOROUGH.
2. **Design, Cost Estimate, and Management Services** – The ENGINEER shall be responsible for providing design, cost estimate and management services for stormwater system capital improvement projects as directed by the Utility and/or provide other assistance as deemed necessary by the Borough for special projects related to stormwater management.

## **III. PROPOSAL SUBMITTALS**

### **A. QUALIFICATIONS AND TECHNICAL PROPOSALS**

1. **Required Technical Proposal Content** - The BOROUGH will be contracting the work under this RFP with one ENGINEER that will be responsible for all Work proposed in the proposal and the work of its Engineering Team, which shall include all employees and/or

Borough approved subcontractors. The ENGINEER is required to complete and submit a response including the information outlined in this request. The response under this section shall include the following:

- a. *Engineering Team*: Organizational charts, description of staff project roles, description of sub-consultant roles and capsule experience information; a resume/curriculum vitae (“CV”) shall be included in the appendix and shall be limited to 2 pages each.
  - b. *Project Staff Loading Analysis*: This section shall contain spreadsheet summaries of the estimated person-hours required for each plan review, and the tasks required for design, cost estimate, and management services. Loading shall be by labor classification and task. Costs of supplemental services may be separately requested from the top three ENGINEER candidates.
  - c. *Schedule*: Propose a progress schedule to complete each task in Section II, Subsection A.
2. **Key Project Staff and Experience and Commitments** - The ENGINEER shall provide resumes/CVs for all personnel and an organizational chart of key staff who will be assigned to the Project. The resume/CV for each person shall be limited to two (2) pages and should describe the individual’s previous experience applicable to the Scope of Work. Each resume/CV shall clearly indicate the office from which said individual principally works. Additionally, the ENGINEER shall identify the offices which will handle the work and assign a percentage of work that is being done at each office.

The Engineering Team shall also describe its current project commitments and the availability of their respective staff and equipment. The Engineer shall include an explanation of how these Projects and its schedule will fit into that of the Engineering Team and describe any foreseeable conflicts for staff or equipment.

The Engineer shall also provide a list of at least three (3) references for the Engineer and/or any entity part of the Engineering Team. The Engineer and all members of the Engineering Team, by submitting a proposal to the Borough, authorize the Borough and its representatives to contact former clients and/or references to discuss the qualifications and performance of the Engineer and/or Engineering Team.

The Engineering Team, by submitting a proposal to the Borough, agrees to expressly release the Borough, its employees, agents, attorneys, representatives, Council members, and assigns as well as the former client and/or reference and their agents, attorneys, heirs and assigns from any and all rights, losses, damages, claims, actions or causes of action, whether in contract or tort, law or equity, whether known or unknown, suspected or unsuspected, which Engineer ever had, now has, or ever will have against the Borough, former clients and/or references related to the discussion in any manner of any member of the Engineering Team’s performance and/or qualifications.

The Borough reserves the right to approve key staff such as Project Manager and key consulting personnel. If and when the Borough accepts the proposal from the Engineer, the Engineering Team cannot change without the express written consent of the Borough.

3. **Litigation/Arbitration** - The ENGINEER shall identify any litigation or arbitration involving any member of the engineering team relating to any projects that any member of the engineering team has been involved with in the last five (5) years.
4. **Reservation of Rights** - The BOROUGH reserves the right to waive any irregularities in the proposals and to reject any and all proposals or to waive any informality in the proposals. The BOROUGH reserves the right to reject any and all proposals or to accept no proposals. Further, the BOROUGH reserves the right to accept any proposal which the BOROUGH deems to be in its best interest of the residents of the Borough, and not necessarily the proposal with the lowest cost.

The BOROUGH reserves the right to require any ENGINEER or Engineering team to submit additional information that the BOROUGH deems necessary in evaluating the proposals.

The BOROUGH reserves the right to negotiate final contract, scope of work, and the schedule of fees with the ENGINEER or engineering team whose proposal the BOROUGH accepts.

## B. PRICE PROPOSAL

1. *Required Price Proposal Content with Proposal Submission.* All proposals shall include a general schedule of proposed hourly rates for all members of the engineering team.
2. *Cost, Time & Expense Summary.* The ENGINEER is required to submit a detailed spreadsheet showing the time, cost and expenses for each Task in Section II, Subsection A.
3. *Insurance.* The ENGINEER shall obtain and continue in force, during the term of the contract, all insurance stated below. Each insurance policy shall not be canceled or changed without thirty (30) days' prior written notice by registered mail, given by the insurance carrier to the BOROUGH. Concurrent with execution of the Agreement, the ENGINEER shall provide the BOROUGH with certificates evidencing the insurance as follows:
  - a. Worker's Compensation and Occupational Disease Disability Insurance as required by the laws of the Commonwealth of Pennsylvania.
  - b. Professional Liability Insurance: minimum coverage \$5,000,000.
  - c. Comprehensive Automobile Liability Insurance for vehicles furnished by the ENGINEER with a combined single limit of at least \$1,000,000 for each occurrence.
  - d. General Liability Insurance: Bodily Injury, \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Property Damage, \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

4. The ENGINEER shall cause the aforesaid insurance policies to be duly and properly endorsed by insurance underwriters as follows:
  - a. To provide that the Borough, its employees and elected/appointed officials are endorsed as additional insured on the General Liability Insurance policy.
  - b. To contain a standard and cross liability and severability clause.
  - c. To provide that aforesaid insurance shall be primary in all instances with respect to the BOROUGH insurance, which shall be considered secondary or excess at all times, but only to the extent necessary to implement the indemnity obligations contained herein.
  - d. To provide contractual liability coverage for liability assumed under the terms of the contract.
  - e. To provide thirty (30) days' prior written notice of cancellation or change in coverage, sent by registered mail to the Borough.
5. *Responsibility.* The ENGINEER shall be solely responsible for correcting errors, omissions, and ambiguities of and providing clarification regarding technical aspects of their work at no cost to the BOROUGH.
6. *Licensing.* The ENGINEER's key personnel approving all submittals, designs, plans and permit applications shall be, if necessary, professional ENGINEERS licensed to practice engineering within the Commonwealth of Pennsylvania.
7. *Conflict of interest.* No conflicts of interest shall be permitted on this Project. Any potential conflict of interest that may exist if any member of the engineering team has any interest that would conflict, or has the appearance of conflicting, in any manner with the performance of the work on this Project must be disclosed and addressed.
8. *Validity.* The proposals must be valid for at least ninety (90) days from the required date of submission. Selection of the top three (3) ENGINEER candidates shall occur within forty-five (45) days of the required submission date. Updated price proposals for the top three (3) ENGINEER candidates shall be due within ten (10) days of the date of their selection. The BOROUGH, at its option, can extend the date for selection of the top three ENGINEER candidates, however, the final selection, if any selection is made, shall occur not later than ninety (90) days from the date of required submission of proposals.
9. *Telephonic/Telegraphic Proposals.* No telegraphic or telephonic proposal of modification shall be considered. Proposals submitted after the time fixed for receiving them may not be considered.
10. *Withdrawal of Proposals.* Any proposal may be withdrawn, either personally or by written request, at any time prior to the scheduled time for submission of the proposals.
11. *Indemnification.* The ENGINEER shall indemnify and hold harmless the BOROUGH and its officials, employees, elected/appointed officials, and agents from and against all liabilities, judgments, settlements, losses, costs or charges (including attorney's fees) incurred by the BOROUGH or any of its elected/appointed officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, or arising out of, related to or associated with any act, omission, or default

of the ENGINEER, its employees or subcontractors, in the performance of or in connection with, any work required by, contemplated or performed under the contract.

12. *Assignment.* The successful engineering firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of its agreement with the BOROUGH or its rights, title, or interest therein, or its power to execute such agreement to any other person, company, or corporation without the prior, express written consent of the Borough.

#### **IV. SELECTION PROCESS**

Proposals submitted to the Borough shall be evaluated by the Borough Staff/Borough Council selection committee for initial selection of potential, acceptable Consultant candidates. Once the selection committee has selected of the top two (2) candidates, the Borough will then initiate contract negotiations with those two (2) candidate Consultants utilizing their price proposals to begin the process. The criteria used for selection includes, but is not limited to:

- A. Experience, qualifications, and commitment of key project personnel
- B. Experience and past performance of the ENGINEER and Engineering team members on similar projects
- C. Method of accomplishing the Scope of Work
  1. Proposed organization of the work;
  2. Alternatives, innovations and enhancements to fulfill Scope of Work, and likelihood of success of meeting Project goals;
  3. Unique capabilities that influence the project;
  4. Understanding of the appropriate levels of effort required (hours) for various tasks;
  5. Appropriate project financial and management controls including:
    - a. Clear method and effort level of meeting and tracking progress of schedule milestones, intended outcomes and deliverables for each task,
    - b. Quality assurance,
    - c. Project financial controls and invoicing systems; and
- D. Any other experience and/or criteria the BOROUGH Council selection committee deems relevant.

#### **V. PROPOSAL SUBMISSIONS AND SCHEDULE**

- A. Responses Due:

All Proposals shall be submitted no later than January 20, 2017 at 5:00 p.m.
- B. Submit to:

All proposals shall be addressed as follows:

Borough of Chambersburg  
Attn: Andrew Stottlemyer, Storm Sewer System Manager  
100 S. Second Street  
Chambersburg, PA 17201

All proposals shall be clearly labeled: Proposal for Professional Engineering Consultant Services for Stormwater Management Plan Review and Capital Improvement Project Design, Cost Estimate, and Management Services

C. Contact: All correspondence shall be addressed to:

Borough of Chambersburg  
Attn: Andrew Stottlemyer, Storm Sewer System Manager  
100 S. Second Street  
Chambersburg, PA 17201

With a copy to:

Salzmann Hughes, PC  
Attn: G. Bryan Salzmann, Esquire  
Borough Solicitor  
79 St. Paul Drive  
Chambersburg, PA 17201

D. Format of Submittals: All submittal packages shall be submitted with:

Seven (7) copies of Volume 1 - Qualifications and Technical Proposal, and Seven (7) copies of Volume 2 - Price Proposal (hourly rate sheet only) shall be in a sealed envelope.

E. Pre-submittal Meeting:

The Borough shall conduct a pre-submittal meeting at the Borough Office Building, 100 South Second Street, on December 9, 2016 at 11:00 a.m.

F. Interviews:

The Borough reserves the right to interview any of the candidates or none of the candidates. Interviews, if deemed necessary, shall tentatively be conducted beginning the week of February 6, 2017. Interviews shall be a maximum of one hour in duration with up to 1/2 an hour for presentations followed by a question and answer period.

G. An award of the contract is anticipated by February 27, 2017.

H. Tentative Milestones Dates are as follows:

Pre-submittal meeting:	December 9, 2016
Submittals due:	January 20, 2017
Interviews:	Beginning week of February 6, 2017
Tentative selection:	February 15, 2017
Contract negotiation:	February 15-February 24, 2017
Award contract:	February 27, 2017
Start project:	March 1, 2017