

Upper Milford Township  
Lehigh County, Pennsylvania

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



**RFP# 2026-001**

**Submission deadline: 3:00 p.m. Monday, August 31st, 2026**

**Contact:**

Upper Milford Township  
5671 Chestnut Street | PO Box 210 | Old Zionsville, PA 18068  
Edward Carter, Township Manager  
Phone No.: (610) 966 – 3223  
E-mail: [ecarter@uppermilford.net](mailto:ecarter@uppermilford.net)

# Upper Milford Township

## *Request for Proposal Township Engineer*

### **Introduction**

Through this Request for Proposal (“RFP”), Upper Milford Township (the “Township”) seeks to consider proposals for a Township Engineer (the “Proposal”) for the calendar years of 2027 and 2028 commencing January 1, 2027 (the “Term”). This contract will be awarded through a fair and open process.

The Township is located in Lehigh County, Pennsylvania and operates under the Pennsylvania Second Class Township Code form of government, with an elected three (3) member Board of Supervisors who serve six-year terms.

The Township is approximately 19 square miles, contains a residential population of nearly 7,777, and an annual General Fund budget of approximately \$3.5 million. Township infrastructure includes approximately 54 miles of Township-owned roads, 3 bridges, 4 traffic signals, 5 Parks, and various areas of storm sewer collection system.

### **Scope of Work**

The Township Engineer shall be responsible for advising the Township Board of Supervisors (the “Board”) and its committees, the Planning Commission, and the Township Manager on all engineering matters arising in the conduct of Township business; provided, however, the Township reserves the right to appoint a special project engineer to represent its interests in specific matters. The Township Engineer will be required to attend, at a minimum, one Planning Commission meeting per month, and as needed attend one Planning Commission Workshop and Bi-monthly Board meetings, all of which occur during the evening. Attendance at various Committee meetings may also be required upon request. Information on the Township’s various meeting schedules can be found at [www.uppermilford.net](http://www.uppermilford.net). The Township Engineer will also be required to meet monthly with Township staff. The Township Engineer shall also be available to attend any other meetings during normal business hours as necessary.

### **Qualifications and Minimum Requirements**

The Township seeks proposals from qualified engineering firms to provide comprehensive municipal engineering services. The selected Applicant must demonstrate the experience, qualifications, and capabilities outlined below.

#### 1. General Requirements

- The Township Engineer shall be a registered Professional Engineer in the Commonwealth of Pennsylvania and shall serve at the pleasure of the Board of Supervisors.

- The Engineer shall perform duties as directed by the Board, including the planning and design for construction, maintenance, and repair of Township infrastructure.
- The Engineer shall prepare plans, specifications, and cost estimates, and provide reports, recommendations, and technical guidance on Township engineering matters.
- The Engineer shall certify the start and completion of municipal improvements, with such certifications becoming part of the Township's permanent records.
- The selected firm shall provide all work products including reports, studies, analyses, plans, drawings, specifications, correspondence, and supporting materials in both printed and electronic formats.

## 2. Legislative Requirements

The Applicant shall comply with, and be subject to, all applicable provisions of Article XII (Sections 1201–1203) of the Second Class Township Code, as amended.

Section 1201. Township Engineer.--The Board of supervisors may appoint and determine the compensation of a township engineer who shall be a registered professional engineer. The township engineer serves at the pleasure of the board of supervisors.

Section 1202. Engineer's Duties; Preparation of Plans.--The township engineer shall perform duties as the board of supervisors may direct for the construction, reconstruction, maintenance and repair of streets, roads, pavements, sanitary sewers, bridges, culverts and other engineering work. The township engineer shall prepare plans, specifications and estimates of the work undertaken by the township and furnish the board of supervisors with reports, information or estimates on any township engineering work or on questions submitted by the board of supervisors.

Section 1203. Certificate of Commencement and of Completion of Municipal Improvements.--The township engineer shall certify to the township secretary the date of commencement and of completion of all municipal improvements, the cost of which, in whole or in part, is to be paid by the owners of the abutting property. The certification shall be made a part of the permanent records of the township. The certified time of commencement and completion is conclusive on all parties. The term "certified time of completion" means the time of the completion of the whole contract for the improvement.

Disclaimer: Applicants are responsible for reviewing the full text of The Second Class Township Code. The Code, as written, shall govern.

**The Applicant must demonstrate a high level of expertise in all of the following areas:**

**3. General Qualifications and Experience**

- Be a multi-disciplined engineering firm with a primary focus on municipal engineering.
- Have a minimum of seven (7) years of experience serving as a municipal engineer for a Pennsylvania municipality.
- Demonstrate extensive knowledge of the operations of local government, particularly Second Class Townships.
- Provide evidence of at least seven (7) years of consulting engineering services to municipalities of similar size and complexity.
- Maintain a staff that includes a minimum of two (2) licensed Professional Engineers experienced in municipal engineering.
- Possess the organizational capacity to deliver the full range of civil engineering services required by the Township.
- Be licensed to perform engineering services in the Commonwealth of Pennsylvania.

**4. Key Qualifications and Technical Expertise**

- Preparation of engineering plans, designs, specifications, and cost estimates for capital improvements.
- Providing technical advice and recommendations to the Board of Supervisors and Township staff.
- Knowledge of Pennsylvania Municipal Land Use regulations, zoning, and land development processes.
- Experience with grant applications, administration, and compliance for engineering-related projects.
- Expertise in stormwater management, including ordinance compliance, facility inspections, and MS4 program support.
- Management of right-of-way and road opening permits, including restoration requirements.
- Ability to attend and actively participate in public meetings, including Board of Supervisors, Planning Commission, and other official meetings, as required.
- Ability to provide technical support to the Township Staff regarding stormwater and flooding issues.

**5. Scope of Services**

**a. Plan and Permit Review Services**

- Review subdivision, land development, and construction plans for compliance with Township ordinances and regulations.
- Provide technical review of site plans, grading, stormwater management, landscaping, and related improvements.
- Respond to inquiries regarding plan submissions.
- Coordinate subcontracted reviews, if specialized services are required.
- Support Township staff in Act 167 stormwater permitting requirements.
- Provide technical review of stormwater management plans and permits for compliance with the Township's Act 167 Stormwater Ordinances.

- b. Construction Inspection Services
  - Perform construction inspections to ensure compliance with approved plans and specifications.
  - Coordinate with Township staff on escrow accounts, financial security, and release recommendations.
- c. Municipal Project Design Services
  - Design public infrastructure projects including roadways, parks, and stormwater systems.
  - Provide structural engineering support for municipal facilities.
- d. Construction Administration and Observation
  - Conduct pre-construction meetings.
  - Review and approve shop drawings.
  - Prepare inspection reports and documentation.
  - Process contractor payment applications.
  - Manage project close-out.
- e. Environmental and Regulatory Compliance
  - Coordinate permitting and approvals with applicable regulatory agencies.
  - Ensure compliance with all environmental regulations.
- f. Grant and Bid Assistance
  - Assist with or prepare grant applications and complete administration of grants related to engineering projects and project designs.
  - Develop bid specifications and assist with the public bidding process.
- g. Surveying and Easement Services
  - Perform boundary and topographic surveys.
  - Provide construction stake-out services.
  - Prepare easement plats and legal descriptions.
  - Assist with easement acquisition.
- h. CAD and GIS Services
  - Provide CAD and GIS services as needed.
- i. MS4 Program Support
  - Assist with MS4 reporting, mapping, and compliance.
  - Support Township staff in MS4 permitting and renewal requirements.
  - Review and inspect existing stormwater facilities as needed.
- j. Traffic Engineering Services
  - Conduct traffic impact reviews and studies.
  - Evaluate roadway capacity and safety.
  - Professional Traffic Operations Engineer certification is preferred.
- k. Alternate Sewage Enforcement Officer (SEO) Services
  - Must possess current certification as a Sewage Enforcement Officer issued by the Pennsylvania Department of Environmental Protection, or

demonstrate the ability to lawfully perform SEO duties under state regulations

- Demonstrated knowledge and experience with on-lot sewage disposal systems, including testing, design review, permitting, and inspection
- Thorough understanding of the Pennsylvania Sewage Facilities Act (Act 537) and applicable rules and regulations (including Chapters 71 and 73)
- Minimum of [5] years of relevant experience providing sewage enforcement or related engineering services for municipalities
- Provide services within a reasonable and agreed-upon timeframe, including availability for urgent or emergency situation

## **Proposal Elements**

The following are required elements to be submitted with the Proposal:

1. Contact Information: Provide the name and address of the firm; the name, telephone number, and e-mail address of the individual responsible for the preparation of the proposal, and the principal professional (the "Principal Professional") assigned to the Township.
2. Fee Proposal for the 2027 and the 2028 Years. The Applicant shall provide a fee structure and/or proposed hourly rate as well as any other costs that will be charged to the Township (the "Fee Proposal"). A proposal showing minimum and maximum ranges is not acceptable. The Fee Proposal **shall be in a separate sealed envelope, signed or initialed**, and include the following:
  - a. The firm's pricing schedule for providing services. The rate schedule shall identify rates for all applicable personnel (i.e. professionals, technicians, and support staff).
  - b. Identify rates for various types of services as they would apply to the requirements of the Township. For example: Rates for meetings, inspections, research time and/or design services. If the Applicant does not differentiate between types of services, the Proposal must clearly identify its services and rates.
  - c. Identify the minimum period of time billed for services (i.e. telephone calls, conference calls, correspondence, etc.).
  - d. Identify rates for travel time and associated travel costs.
  - e. Provide the Township with detailed monthly activity reports and detailed invoices matching work tasks to charges.
  - f. Provide the Township with an out-of-pocket expense rate schedule identifying the type of service and reimbursement rates for expenses such as mileage, copying of documents, postage, faxes, and word processing charges.

- g. Provide sample invoices for Township projects/general engineering and land development projects with escrows.
3. An Executive Summary of not more than two (2) pages, identifying and substantiating why the Applicant is best qualified to provide the requested services.
  4. A staffing plan listing those persons who will be assigned to the engagement if the Applicant is selected, including the designation of the person who would be the Applicant's principal professional responsible for all services required under the engagement. This portion of the proposal should include the relevant resume information for all individuals who will be assigned. The information should include, at a minimum, a description of the Principal Professional's relevant professional experience, years and type of experience, and number of years with the Applicant. Applicant will need to show they have adequate staffing to provide the needed services to the Township.
  5. A description of the Applicant's experience in performing services of the type described in this RFP. Specifically identify client size and provide specific examples of work within the scope of services required under this RFP **in similarly sized municipalities. It is imperative to show experience in similarly sized municipalities and second-class townships.**
  6. The address of Applicant's office, which must be within a forty (40) mile radius of Upper Milford Township, at which the firm proposes to perform services required under this RFP. Describe your presence in Pennsylvania and any familiarity your firm has with Lehigh County. The consultant should address how they will provide effective service and how they address travel costs and travel time issues.
  7. References, including at least three (3) municipal clients, three (3) current clients for whom services have been provided for at least three (3) years, and two (2) former clients for whom services have been provided within the past seven (7) years. Provide the contact names, titles, and phone numbers.
  8. The selected firm must show proof of and maintain insurance coverage in accordance with the following requirements, as well as a signed indemnification clause (Attachment A-1):
    - a. Worker's Compensation Insurance to protect your employees for the Statutory Requirements of the State(s) involved including coverage under any applicable Federal laws.
    - b. 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

- c. 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    |

- d. Comprehensive Automobile Liability – covering all owned, hired and non-owned vehicles:

Bodily Injury and Property Damage Combined Single Limit  
\$1,000,000 each

- e. Umbrella Liability –  
\$2,000,000 each occurrence  
\$2,000,000 aggregate

- f. Professional Liability –  
\$1,000,000 per claim  
\$2,000,000 aggregate

- g. 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.

- h. 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.

- i. 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.

- j. 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.
  - k. Prior to commencement of services being provided, awarded firm shall enter into an Agreement for Professional Services which shall provide, in part, that the awarded firm agrees to indemnify, defend and hold harmless the Township, its officials, employees and consultants from and against any and all claims, damages, losses, and expenses, including but not limited to, fees and charges of attorneys, court and arbitration costs, arising out of or resulting from the work contemplated under this Agreement, or claims against the Township arising from the work of others including any claims Engineered upon or related to the design, inspection, and/or construction of any project, unless the claims, damages, losses, or expenses result from the proven sole negligence of the Township. This indemnification shall not be limited in amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefits acts, or other employee benefit acts. **See Attachment A-1.**
9. 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.
10. If the firm or any Principal Professional therein has been engaged as a defendant in any litigation involving a sum of \$100,000 or more and/or has been subject to any professional disciplinary action over the last three (3) years, the Applicant must provide a description of the litigation and/or disciplinary action.
11. A description of any ongoing investigation and/or litigation matters involving the Applicant, its directors, officers and principals and any individuals employed by the Applicant that relate to the performance of the engineer in the proposed field of expertise.
12. Identify any existing or potential conflicts of interest and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement, or the Township.

## **Evaluation Process & Key Dates**

Only Proposals that adhere to all requirements contained in this RFP will be considered in the evaluation process. Qualifying Proposals will be evaluated by the Township Manager and Planning Coordinator. Fees will not be the primary factor in the evaluation. The proposal calendar is as follows:

|                                   |                                  |
|-----------------------------------|----------------------------------|
| Distribution of RFP               | August 3, 2026                   |
| Last day to submit questions      | August 24, 2026                  |
| Deadline for Proposal submissions | August 31, 2026 at 3:00 p.m.     |
| Applicant Interviews              | September 14 – 18, 21 – 25, 2026 |
| Award of RFP                      | October 15,, 2026                |
| Engineer Appointment              | January 4, 2027                  |

The Township's evaluation will include but will not be limited to the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:

1. The Applicant's general approach to providing the services required under this RFP.
2. The Applicant's documented experience in successfully completing contracts of a similar size and scope to the engagement addressed by this RFP.
3. The qualifications and experience of the Applicant's management, supervisory or other key personnel assigned to the Township, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the services required by this RFP.
4. The overall ability of the Applicant to mobilize, undertake and successfully complete the scope of work in a timely fashion. Criteria will include, but not be limited to, the following: the number and qualifications of management, supervisory and other staff proposed by the Applicant to perform the services required by this RFP; the availability and commitment to the Township of the Applicant's management, supervisory and other staff.

## **Interview and Selection Process**

The Board of Supervisors reserve the right to interview any or all of the Applicants submitting a Proposal. Although interviews may take place, the Proposal should be comprehensive and complete on its face. The Township reserves the right to request clarifying information subsequent to submission of the Proposal.

The interviews for potential firms will take place with Board of Supervisors, Township Manager, and Planning Coordinator at one of the designated dates listed above and a time agreed upon by all parties.

**The Board of Supervisors reserves the right to reject any and all Proposals and to waive any immaterial irregularities.**

It is anticipated that the RFP shall be awarded by the Board at their regular meeting on October 15, 2026, and the firm be appointed as Township Engineer at the Board's Organization Meeting on January 4, 2027. All Proposals shall remain valid until the service is awarded. Release of any Proposal information shall be conducted in accordance with the Pennsylvania Right to Know Act.

## **Proposal Submission**

All inquiries for information should be directed to:

**Edward Carter, Township Manager  
ecarter@uppermilford.net  
610-966-3223  
Monday – Friday, 8:00 a.m. to 4:00 p.m.**

An original, clearly marked as the "ORIGINAL", and five (5) full, complete and exact color copies of each proposal and an electronic copy shall be submitted in a **sealed envelope/package and must be marked with "RFP #2026-001 – Township Engineer" and addressed to:**

**Upper Milford Township  
Attn: Edward Carter, Township Manager  
5671 Chestnut Street  
P.O. Box 210  
Old Zionsville, PA 18068**

Sealed proposals will be received until 3:00 p.m. on August 31<sup>st</sup>, 2026.

## **Terms and Conditions**

There is no express or implied obligation for the Township to reimburse Applicants for any expenses incurred in preparing Proposals in response to this request. The Township reserves the right to reject any and all Proposals, with or without cause, and waive any irregularities or informalities in the Proposals. The Township further reserves the right to make such investigations as it deems necessary as to the qualifications of any and Applicants submitting Proposals.

It is the responsibility of each Applicant to examine carefully the requirements before submitting their Proposal.

Any questions related to this RFP should be directed to Edward Carter, Township Manager, at [ecarter@uppermilford.net](mailto:ecarter@uppermilford.net) or 610-966-3223. Contact with personnel of the

Township other than the Township Manager regarding this RFP may be grounds for elimination from the selection process.

### **Professional Services Agreement**

The selected Applicant shall submit to the Township for review and approval, prior to appointment, a proposed Professional Services Agreement setting forth the material terms of the engagement along with a waiver of copyright. The Agreement shall include indemnification as outlined in this RFP. The Township reserves the right to terminate the Agreement at any time within its sole discretion.

# ATTACHMENT A-1

## HOLD HARMLESS INDEMNIFICATION AGREEMENT

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 Upper Milford 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.

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Print Name

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Date

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Signature

In order to be considered, Applicant must include one (1) signed copy of this agreement with the proposal.