

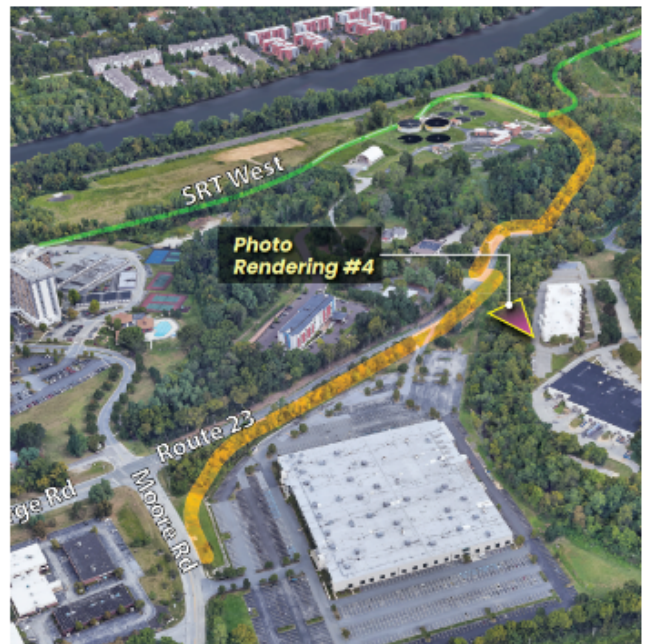


KING OF PRUSSIA DISTRICT

Request for Proposal

Professional Design Services

Moore Road Multimodal Trail



Summary

King of Prussia District and Upper Merion Township are accepting competitive technical and price proposals from qualified firms or individuals to develop necessary studies, preliminary design, final design, and bid documents for the project, including all necessary agency coordination and permitting. The project will be based upon the 2023 Moore Road Multimodal Trail and Linear Park Study and will include the following sections:

1. East Moore Road Multimodal Trail – 1020 First Avenue to 760 Moore Road
2. West Moore Road Multimodal Trail – 1100 First Avenue to 1002 West Ninth Avenue/West Valley Forge Road

3. West Valley Forge Road Multimodal Trail – 760 Moore Road to Upper Merion Wastewater Treatment Plant and Schuylkill River Trail West as outlined in the MRMT. This section will require coordination with the Pennsylvania Department of Transportation regarding the PA23/Trout Creek Bridge Realignment Project (MPMS 48172) and coordination with Norfolk Southern regarding potentially needed easements in this section.

Additionally, the project will potentially include the following alternatives:

4. Add Alternate #1 - Six (6)-feet wide sidewalk to replace the proposed multimodal trail in Section 2 (1100 First Avenue to 1002 West Ninth Avenue/West Valley Forge Road)
5. Add Alternate #2 - Six (6)-feet wide sidewalk along First Avenue frontage at 1100 First Avenue.
6. Add Alternate #3 - Moore Road “Road Diet”
7. Add Alternate #4 - Pedestrian/Bicycle Facilities on Trout Creek Bridge with Road Diet

The successful design team will provide a competitive bid for Items 1, 2 and 3 along with up to five (5) examples of successfully completed projects of a similar size and scope of work.

The successful design team will provide an updated traffic analysis which considers two analysis years, the existing 2025 baseline conditions and a 2034 future build-out scenario. The analysis shall include an assessment of the operational conditions of the study intersections during the morning and afternoon peak hour periods under both the existing roadway geometry conditions and the potential lane configuration conditions outlined in the 2013 Road Diet Study.

The traffic study will inform the final design documentation and bid package necessary to implement the desired pedestrian improvements and possible reconfiguration of the roadway in accordance with Pennsylvania Department of Transportation (PennDOT) criteria, Upper Merion Township (UMT) regulations, and transportation funding program guidelines and requirements.

Funding for the Moore Road Trail & Road Diet Design and Engineering Project is provided by the Commonwealth Financing Authority’s Local Share Account and Multimodal Transportation Fund. It is anticipated that funding for construction of the Moore Road Trail and Road Diet will be provided by a mix of federal, state, and local grant programs.

For purposes of this RFP, the project is anticipated to be completed in one phase. The designer is expected to provide engineering services necessary for the design and permitting of the proposed improvements. It is also anticipated that all submissions to PennDOT will follow the PennDOT Highway Delivery Process in accordance with PennDOT Pub 9.

Technical Scope

The Trail is intended to be constructed primarily with bituminous pavement and concrete at a maximum width range of 8-12 feet, with the 10-foot width deemed desirable. Trail shoulders should be non-paved and consist of stone, topsoil and low grow vegetation. The width measurements of the shoulders will fluctuate between zero (0) feet and five (5) feet, with four (4) feet being the desirable.

The trail design should be in conformance with all AASHTO trail standards and adhere to the guidelines of PennDOT's Design Review Process. The Consultant should design all facilities to comply fully with all state and local regulations and permit requirements.

Design services to be required are described below. The proposal should provide a separate estimate of cost for each Primary Task as indicated in bold font:

- **Preliminary Engineering**
- **Final Design + (Right-of-Way Plats & Plan Preparation)**
- **Construction Services**

The Primary Tasks include, but are not limited to:

- Project Management/Administration and Meetings
- Topographic Survey
- Roadway/Trail Plans, including drainage design
- Cross Sections
- Bridge Design Plans
- Bridge Foundation Plans
- Lighting Plans
- Traffic data collection
- Traffic Analysis – Road Diet Configuration
- Traffic signal design
- Pedestrian/Bicycle accommodations, including ADA ramp designs
- Maintenance and Protection of Traffic
- Signing and pavement marking design
- Pavement design
- Erosion and sedimentation control, including NPDES permit & stormwater management design (utilizing Best Management Practices)
- Final Right-of-Way plan development, including temporary construction easements if necessary.
- PennDOT's Shared Use Path Crossing Agreement and Highway Occupancy Permit (if determined to be necessary for the Valley Forge Road-SR 0023 area)
- Environmental Clearance
- Agency and Stakeholder Coordination, including Norfolk Southern

- Public Involvement
- Utility coordination, including SUE investigations
- Preparation of construction plans and bid package(s)
- Construction consultation

The Consultant will have the primary responsibility to meet all required milestones regarding the PennDOT Design Review Process in accordance with Publication 408. The list includes, but is not limited to:

1. Trail alignment and cross sections (Line/Grade)
2. Safety Review
3. Design Field View
4. Environmental Clearance (CE – Categorical Exclusions)
 - a. Wetlands Screening & Analysis (DEP & US Army Corps of Engineers)
 - b. Waterway Impacts & Review (DEP & US Army Corps of Engineers)
 - c. Floodplain Analysis & Review (MCCD & DEP)
 - d. Historic and Archeological Review (PHMC)
 - e. PNDI (PA Natural Diversity Index/Inventory)
 - f. Section 4f Evaluation
5. E&S (Erosion & Sedimentation Control)
 - a. NPDES
6. Geotechnical Analysis
7. Bridge TS&L (Type, Size & Location)
8. Bridge Design
9. Bridge Foundation Design
10. Lighting Design
11. Utility Engineering
12. Maintenance & Protection of Traffic Review
13. Traffic Signal Design
14. ADA Facility Design

15. Right-of-Way Review and Clearance including - Master Shared Use Path Crossing Agreement (replaces HOA for general PennDOT road crossings) HOA/HOP/BOP (bikeway occupancy permit)
16. Constructability Submission and Review
17. DM-3 Plan Format Submission and Review
18. Final PS&E (Plans, Specifications & Estimates) Submission and Review (including the final bid package)
19. Bid Solicitation and Administration Assistance

Cost Estimating – Documents – Project Coordination

- A. Cost Estimating: The designer will prepare cost estimates at 30%, 60% and at completion of design.
- B. Preparation of Bid Documents, Bid Review, and Bid Analysis: The designer will prepare all bid documents with specifications for the entire trail alignment, associated structures, and trail facility areas. All plans/plats should be prepared according to PennDOT's design manuals regarding plan presentation for approval and recordation. The Consultant will review and analyze the bids and provide a recommendation.
- C. Project Outreach, Coordination, and Management: Throughout the design work for the project, coordination will be required with the county as well as Upper Merion Township, PennDOT, DVRPC, Montgomery County Conservation District, and all review agencies related to federal-aid trail development projects. At least three public meetings are expected. Regular project management meetings will be held with the appropriate county staff and project stakeholders. Monthly invoicing procedures will include progress reports with percent complete with sufficient project progress information and status notes for each work task.

Proposal Submittal Requirements

To be considered for this work, consultants must submit a full proposal that addresses:

- A. Firm(s) qualification(s), resumes of all project team members to be involved, and project team management chart

This section should provide an organization chart for the project team, and information that is evidence of the appropriate professional qualifications including a registered landscape architect, surveyor, and licensed engineer.

- B. Project experience and descriptions that demonstrate successful design and permitting of comparable trail and road diet projects. In particular, note any prior 'Rails to Trails' experience and experience working with Norfolk Southern.
- C. Project understanding
- D. Scope of services with narrative description for each task and deliverables
- E. Project schedule
- F. References from three clients with similar projects
- G. Design fee broken down by task with hourly rates and reimbursable expenses

The submission shall include a technical proposal with the following information:

a. Cover letter

Transmittal letter describing your firm/team's interest in providing professional engineering and design services for the project and statement agreeing to the terms and conditions of the RFP. The letter must include the name, title, address, telephone number and email address of the contact person for the proposal and be signed by someone authorized to contractually bind the firm on a contract with the Township. The letter should also identify all materials being forwarded in response to the RFP.

b. Table of Contents

c. Project Understanding and Approach

Describe your firm/team's understanding of the Scope of Services and the approach to completing the necessary tasks. Describe the method for managing overall project costs, schedule, quality assurance/quality control, etc. Identify any assumptions or exceptions to the scope of services used to prepare the proposal. Otherwise, the selected firm/team will be held to the scope of services identified in the RFP.

d. Qualifications and Experience

- Provide a brief history of the company. Indicate the office location that will administer the agreement and perform the work.
- Identify key personnel that are experienced in transportation design/construction projects and qualified to provide the requested services. Attach resumes of key personnel who will be working on the project. Provide brief description of staff's expected responsibilities/involvement with the project (i.e., project manager, technical staff, surveying, CAD designer, etc.). Note that personnel must include registered Professional Engineers licensed by the State of Pennsylvania and Professional Transportation Operations Engineer (PTOE).

- Firm/team must demonstrate a minimum of five (5) years of experience providing related professional services. Indicate familiarity with Township and PennDOT standards and processes and ADA compliant curb ramp design.
- Provide a list of projects performed within the last three (3) years with similar scope of services. Include the following information:
 - Client name, point of contact, address, phone number, email
 - Description and location of project
 - Key personnel involved in the project
- List at least three (3) references for which services similar to this RFP were provided. Indicate name, company title, address, email and phone number.
- Firms with out of state headquarters or corporations not incorporated in Pennsylvania must include a copy of their registration to do business in the Commonwealth as provided by the Department of State.
- Firms/teams should have an active business partner ID (BPID) within PennDOT's system or establish one prior to execution of the contract agreement. The status of the firm/team's BPID should be indicated in the proposal.
- Provide any additional information/qualifications that may set your firm/team apart from other submittals.

e. Project schedule

f. Cost Proposal

Provide an estimate of the hours needed to complete each task and certification that the firm/team has the necessary personnel to complete the tasks. Note that funding for this project is secured through a combination of transportation program grants. As such, the project schedule must meet all required guidelines for the use of the proposed grant funds for the project. This information will be submitted in a separate sealed envelope and will include a summary of the number of hours estimated to complete all tasks, hourly rates for each employee classification and a total not to exceed cost for the identified Scope of Services.

g. Proof of liability protection, including insurances (see details)

Inquiries and Addenda:

Interested parties may submit questions about this RFP to Chris Basler, Director, Capital Projects and Planning, by e-mail to: chris@kopbid.com . All questions or requests for clarification concerning the meaning or interpretation of this RFP are due by Tuesday, August 5, 2025, at 10:00 AM EDT. Responses will be posted to the King of Prussia District website (<https://visitkop.com/what-we-do/rfps-and-district-updates/>) on August 12, 2025.

If revision or clarification to the RFP becomes necessary, King of Prussia District will provide written addenda to all known potential Proposers and will post the addenda to the King of Prussia District's website. All addenda issued will include a receipt form which shall be signed and included with any Proposal. If multiple addenda are issued, a separate receipt for each addendum must be included with the Proposal. Failure to do so could result in a Proposal being deemed unresponsive.

All Proposers shall examine the RFP and any addenda carefully. Any ambiguities or inconsistencies should be brought to the attention of King of Prussia District through written communication prior to the opening of the proposals.

The Owner reserves the right to reject any and or all submissions and to waive any informality in the bidding, as permitted by law. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof, except in accordance with the terms of PA Act 4 of 1974, latest revision.

Insurance Requirements:

Before commencing performance of any services under this Agreement, the Consultant shall procure, pay for, and maintain the following minimum types and limits of insurance, on forms reasonably acceptable to King of Prussia District. Such insurance shall be maintained in full force and effect until final acceptance of the Services or the completion of all post-acceptance warranty or related work by Consultant, whichever is later.

Coverage shall be obtained from insurance carriers approved to transact that class of business in the state where the work will be performed, having an A.M. Best Rating of A-VII or better.

Certificates of insurance evidencing that the below requirements have been met shall be provided to King of Prussia District prior to the start of work. Certificates of insurance must include King of Prussia District, Upper Merion Township, and the Commonwealth Financing Authority as additional insured parties.

1. General Liability

Commercial General Liability, written on an occurrence basis, covering bodily injury, property damage and/or personal/advertising injury to third parties, which may arise from operations under the Agreement, whether such operations are performed by the Consultant or its Sub-Consultant, with limits not less than:

Each Occurrence, Bodily Injury and Property Damage - \$1,000,000

Personal and Advertising Injury - \$1,000,000

Products/Completed Operations Aggregate - \$2,000,000

Per Project Aggregate - \$2,000,000

The General Liability policy shall include contractual liability, covering liability assumed by the Provider under the Indemnification and other provisions of the Agreement.

2. Business Automobile Liability

Business Automobile Liability coverage for bodily injury and property damage arising out of the ownership, maintenance, or use of owned, non-owned, hired, and leased vehicles, including uninsured/underinsured motorists coverage, with limits not less than:

Combined Single Limit - \$1,000,000

3. Workers' Compensation and Employers Liability

Workers Compensation and Employers Liability as required by the state of hire and/or the state in which the work will be performed, including "other states" coverage, with limits not less than:

Workers Compensation - Statutory

Bodily Injury by Disease, each Employee - \$500,000

Bodily Injury by Disease, Policy Limit - \$500,000

Bodily Injury by Accident - \$500,000

4. Umbrella Liability

Umbrella Liability applying excess of the General Liability, Automobile Liability, and Employers Liability policies, on a following-form basis, with limits not less than:

Each Occurrence - \$2,000,000

Aggregate, Per Project - \$2,000,000

5. Commercial Crime (if applicable)

Commercial Crime or Fidelity (Employee Dishonesty) insurance extending to third parties (i.e., theft from Owner or third parties), including but not limited to Theft of Money and Securities both on- and off-premises and in transit, ERISA, Forgery or Alteration, Computer Fraud, Embezzlement and Funds Transfer Fraud, with limits not less than:

Employee Dishonesty, First Party - \$1,000,000

Employee Dishonesty, Third Party including Theft of Property - \$1,000,000

Computer Fraud - \$1,000,000

Forgery or Alteration - \$1,000,000

Funds Transfer Fraud - \$1,000,000

ERISA - Included

On Premises - \$50,000
In transit - \$50,000
Annual Aggregate - \$1,000,000

7. Professional Liability/Errors & Omissions (E&O)

All contractors and consultants who will perform, or retain others to perform, professional services in connection with the work (including, but not limited to Architects, Engineers, Consultants, Design-Build, and Project/Construction Managers) shall provide Professional Liability insurance covering negligent acts, errors, or omissions in the performance of the Services, with limits not less than:

Each Claim - \$2,000,000
Annual Aggregate - \$2,000,000

8. Cyber/Technology Insurance (if applicable)

Cyber/Technology insurance coverage with the following coverage parts and with limits not less than:

Network Security Liability, each claim and aggregate - \$1,000,000

Liability coverage for when the insured's web-based platform or computer system fails to prevent a security breach or a privacy breach, including but not limited to transmission of a computer virus and liability associated with the failure to provide authorized users with access to the web-based system.

Regulatory Liability, each claim and aggregate - \$1,000,000

Liability coverage for lawsuits or investigations by Federal, State, or Foreign regulators relating to Privacy Laws.

Crisis Management (including the following coverages): Included Notification Expense (First party expenses to comply with Privacy Law notification requirements); Credit Monitoring Expense (First party expenses to provide up to 12 months credit monitoring); Forensic Investigations (First party expenses to investigate an intrusion into an Insured's computer system); Public Relations (First party expenses to hire a public relations firm)

Cyber Extortion - \$1,000,000

Payments to a party threatening to attack an Insured's computer system to avert a cyber-attack.

General Insurance Provisions

Consultant shall be responsible for the payment of all deductibles or self-insured retentions applicable to its insurance coverage.

All policies required hereunder other than Workers Compensation, Professional Liability, and Commercial Crime shall name King of Prussia District and Upper Merion Township and its elected officials, officers, directors, employees, agents, subsidiaries, and affiliated companies as Additional Insureds on a primary and noncontributory basis, for losses arising from the work of the Consultant or its Sub-Consultant or anyone for whom they may be liable. Additional Insured status shall include defense and shall apply to both Ongoing and Completed Operations, for a period of not less than three years after completion of services.

All policies shall provide a Waiver of Subrogation in favor of the King of Prussia District and Upper Merion Township's agent(s) and/or other parties designated by Township.

If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for three (3) years following completion of the Provider's services. In the alternative, the claims-made policy shall be renewed for not less than three (3) years following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

Policies shall not be canceled, terminated or non-renewed unless sixty (60) days prior written notice is sent to the additional insured parties.

Sub-Consultant

Consultant shall require each Sub-Consultant (if any) to provide insurance as outlined above. Such policies shall name King of Prussia District, Upper Merion Township, and Prime Consultant, and their elected officials, officers, directors, employees, agents, subsidiaries, and affiliated companies as additional insureds on a primary/noncontributory basis at the limits required herein, for losses arising from the negligence of the Sub-Consultant, and shall provide a Waiver of Subrogation in favor of the Additional Insured parties.

Additional Insured status shall include defense and shall apply to Completed Operations for a minimum three years after project completion.

Consultant shall be responsible for securing certificates of insurance from all Sub-Consultants evidencing the insurance coverages required above.

The insurance coverages and limits required herein are designed to meet the minimum requirements of Upper Merion Township. The King of Prussia District or Upper Merion Township reserves the right to modify these requirements, including limits, based on special circumstances. Additionally, if the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Township requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. They are not designed as a recommended insurance program for Consultant or its Sub-Consultants. Meeting these minimum requirements shall in no way limit, qualify, quantify, or relieve the Consultant's liability and obligations under any other provision of the Agreement.

The Consultant shall acquire, at its own expense, any other additional insurance coverage it deems necessary for the protection of its work under this Agreement.