

# **Schuylkill Conservation District (SCD)**

## **Request for Proposals (RFP)**

For the

### **Feasibility Study of**

## **The Blackwood Trail Project**

**Branch Township  
Norwegian Township  
Reilly Township  
North Manheim Township  
Schuylkill County, PA**

**Date Issued: November 1, 2016**

**Proposals to be submitted to:**

**Drew Kline, Parks and Recreation Supervisor  
Schuylkill County Conservation District  
1206 Ag Center Drive  
Pottsville PA, 17901**

**Proposals due by December 5, 2016**

**Schuylkill Conservation District (SCD)  
Request for Proposals (RFP)  
Feasibility Study of the Blackwood Trail Project  
Branch Township  
Norwegian Township  
Reilly Township  
Northern Manheim  
Schuylkill County, PA**

## **ANNOUNCEMENT**

Schuylkill County, represented by the Schuylkill Conservation District (SCD), invites professional design consultants registered to practice in Pennsylvania, to prepare a Feasibility Study to provide planning services to construct approximately five regional multi-use trail miles. The proposed project site will begin on the south side of the Gordon Nagle Trail (State Route 901) and extend west to Blackwood through the municipalities of Branch, Reilly, Norwegian and Northern Manheim Townships in Schuylkill County. The Consultant shall be versed in the specialties of trail design, structural engineering, ADA compliance, title and deed searches, and agency permits and approvals.

Following is information detailing the requirements, listing the Scope of the Work, defining the proposal, outlining the required contents of respondents' proposals, and contractual considerations that must be accepted by the successful respondent. All interested consulting firms are invited to attend a pre-proposal meeting to be conducted November 21<sup>st</sup> 2016.

SCD will be the lead entity for the project. It is important that potential respondents familiarize themselves with the contents of this RFP and visit the site prior to submission of a proposal. Five sealed Proposals, in the required format and with the required contents, are due to SCD on or before December 5, 2016.

Date Issued: November 1, 2016  
Drew Kline Parks and Recreation Supervisor  
Schuylkill Conservation District  
1206 Ag Center Road  
Pottsville, PA 17901

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NOTE: The term “proposer” or “firm” or “consultant” in this RFP means the person or firm making a proposal based on the RFP.

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**A. BACKGROUND**

1. Project Description: The proposed Blackwood Trail Project will be an approximately five mile long, eight to ten foot wide, multi-use trail through forested land using an abandoned railroad bed. The project planning is being supervised by the Blackwood Trail Committee comprised of employees from the Schuylkill Conservation District, DCNR Bureau of Forestry, Schuylkill Greenway Association, Schuylkill County Conservancy, and other interested members of the community. The proposed project site will begin on the south side of the Gordon Nagle Trail (State Route 901) and extend west to Blackwood. The proposed trail will travel through Branch, Reilly, North Manheim and Norwegian Townships. The Blackwood Trail will primarily follow an abandoned railroad bed which is partially parallel to an active railroad bed.
2. Property Title: The entire length of the trail will be on land owned by the Schuylkill County Municipal Authority (SMCA) who has agreed to allow the feasibility study to be conducted on their property. (See Appendix E)
3. Project Location: The Blackwood Trail will consist of three trail heads. One trailhead will be at the starting point along the Gordon Nagle Trail (See Appendix F and G), one at the end of the trail in Blackwood, and the third trailhead will be around the 2.5 mile mark along Silverton Road. (See Appendix D)
  - East Trail Head  
From Pottsville, PA at intersection of US 209 and PA 901:  
Follow PA 901 South approximately 2 miles  
Turn right into Soldier Field (soccer fields)  
Proposed East Trail Head is adjacent SE of soccer fields
  - Silverton (Central) Trail Head  
From Pottsville, PA at intersection on US 209 and PA 901  
Follow US 209 Northeast towards Llewellyn

Turn Left onto Silverton Rd.

Follow Silverton Rd. approximately 2 miles until it intersects with Blackwood Rd  
Proposed Trail Head is at the intersection of Silverton Rd. and Blackwood Rd.

4. Project Funding and Budget: This project is partially funded by a \$25,000 grant from the Community Conservation Partnership Program administered by the Department of Conservation and Natural Resources (DCNR), Bureau of Recreation and Conservation (Bureau). The Bureau has certain requirements and standards that must be met by the Schuylkill Conservation District and its contracted consultant. This Request for Proposals (RFP) has been prepared to meet these requirements and standards. The Bureau will monitor the project. Certain documents and drafts of documents will be subject to review and approval by the Bureau.

DCNR's grant agreement number is BRC-TAG-21-183

The \$50,000 project total for the feasibility study is dollars and grants from Department of Conservation and Natural Resources (DCNR), Friends of Schuylkill Parks and Recreation, Schuylkill River Greenway Association, and the Schuylkill County Conservancy.

5. Project Coordination: The Schuylkill Conservation District will be the Project Manager for the work and the contracting agency. All Consultant communication, including requests for payment and scheduling of meetings, shall be directed to SCD's Project Manager, Drew Kline. The Project Manager will coordinate with the Blackwood Trail Committee.
6. Project Timetable:
  1. A Pre-proposal Meeting will be held at the Schuylkill County Conservation District Office on November 21<sup>st</sup> at 2:00pm at 1206 Ag Center Road, Pottsville, PA 17901, accessible by PA 901, the Gordon Nagle Trail. It is required that consultants attend this Pre-proposal Meeting. It is strongly recommended that any substantive questions requiring significant discussion be submitted in writing via fax, email, or mail three (3) working days to prior to the pre-proposal meeting for discussion at the meeting. Verbal or telephone questions will not be accepted.
  2. Technical and Cost Proposals are due by December 5, 2016 at 4:00 pm. Five sealed Proposals, in the required format and with required contents, is due to SCD.

3. Proposal Opening will be conducted at Sweet Arrow Lake County Park's Clubhouse, on December 6, 2016 at 1:00 pm located at 108 Clubhouse Road, Pine Grove, PA 17963.
4. The Notice to Proceed for Consultant's services is anticipated for December 19, 2016.
5. Project completion is anticipated by June 30, 2018 to meet funding source deadlines.

## **B. GENERAL TERMS**

1. The Schuylkill Conservation District reserves the right to reject any or all proposals and to select the proposal that it determines to be in the best interest of the Schuylkill Conservation District.
2. The contract is subject to the approval of the Schuylkill Conservation District and is effective only upon their approval.
3. Proposers are bound by the deadline and location requirements for submittals in response to this RFP as stated above.
4. Proposals will remain effective for the Schuylkill Conservation District's review and approval for 60 days from the deadline for submitting proposals.
5. If only one proposal is received, the Schuylkill Conservation District may negotiate with the proposer or seek additional proposals on an informal or formal basis during the 60-day period that proposals are effective.
6. The proposer is encouraged to add to, modify or clarify any scope of work items it deems appropriate to develop a high quality plan at the lowest possible cost. All changes should be listed and explained. However, the scope of work proposed must accomplish the goals and stated work.

## **C. SCOPE OF WORK**

1. Introduction and Context: The goal of the Feasibility Study on the proposed Blackwood Trail Project is to provide a detailed plan of the most feasible and efficient method to construct the Blackwood trail and trailheads during construction in later phases of the project. The goal is to provide an 8 to 10 foot wide multi-use trail with potentially three trailheads using an abandoned railway bed which is partially adjacent to an active rail line. This property runs through several different types of landscape including thick evergreen forest, meadows, along streams and water sources, as well near man-made structures such as a municipal water treatment station and a recycling plant.

2. Required Meetings: The Consultant shall include provisions in the proposal for attending any and all meetings required throughout the progress of the project. The Consultant shall arrange all meetings and prepare and submit written and mailed minutes within two (2) weeks after below noted events occurred:
  - a. One (1) Orientation meeting with the SCD and Blackwood Trail Committee to review of all information, existing base mapping, the project's schedule requirements, and any other appropriate topics. The Consultant shall be prepared to discuss the project's details, scope, schedule, components and methodology.
  - b. Two (2) Public Interim Design meetings.
  - c. Two (2) Private property owner meetings.
  - d. Four (4) Job meetings with the Blackwood Trail Committee.
  - e. Agency approval meetings. Quantity to be discussed in the Consultant's Proposal.
  
3. Phasing: The Blackwood Trail Project feasibility study will be conducted in two phases. Phase 2's completion will be dependent upon the results of Phase 1 which will be determined during one of the above mentioned Job meetings immediately following the completion of Phase 1.
  
4. Phase 1 Property Assessment: It will be the consultant's responsibility to collect and analyze all relevant property titles, easements, deeds, leases, adverse claims, etc. on the proposed project site location. When this search has been completed by the consultant, the collected data will be presented to the Blackwood Trail Committee. This meeting will take place as soon as realistically possible after Phase 1's completion on a date to be determined. The Blackwood Trail Project Steering Committee will then have 14 days to decide whether or not to proceed with Phase 2 of the Blackwood Trail Project. The consultant will be notified in writing of the decision made on proceeding with Phase 2.
  
5. Phase 2 Site Plan:
  - A. Physical Inventory and Assessment: It will be the consultant's responsibility to map and analyze the project site and surrounding area to determine the managed uses for the proposed trail, trail heads, and facilities.
    1. Prepare detailed mapping of proposed trail corridor or trail alignment(s) at an appropriate scale. Identify mapping which may be available from local planning agencies, USGS, railroad company, etc.
    2. Physiographic Features
      - a. The length, dimensions and right of way (ROW) boundaries
      - b. Topography
      - c. Soils or trail base composition
      - d. Surrounding land use
      - e. Erosion and drainage

- f. Political boundaries
3. Natural Features
    - a. Significant natural features (rivers, lakes, ponds, rock outcroppings, wetlands, floodplains, etc.)
    - b. Existing vegetation (rare and endangered plants, invasive species).
    - c. Existing wildlife (rare and endangered species, sensitive habitat areas).
  4. Cultural Features
    - a. Historic structures.
    - b. Archaeological sites.
  5. Structures within the Corridor
    - a. Existing bridges, canals, culverts, and/or tunnels.
    - b. Existing buildings.
    - c. Potential trail encroachments.
  6. Utilities
    - a. Location of utilities (water, sanitary sewers, electrical and gas lines, telephone, etc.)
    - b. Capacity of utilities to serve trail development.
    - c. Potential conflicts.
  7. Intersections and Access Points
    - a. Existing road crossings, active rail lines, driveways, easements, etc.
    - b. Existing and potential pedestrian and vehicular access points.
    - c. Existing community assets and other trails.
  8. Environmental Hazards
    - a. Preliminary environmental assessment studies.
    - b. Potential Phase 1 Environmental Assessment.
- B. Needs, Wants, and Desires: It will be the consultant's responsibility to record and utilize information from the Public Interim Design meetings and combine it with the physical characteristics of the trail corridor(s) to define the trail vision and uses.
1. Discuss how the project relates to and implements existing local, county, regional, and statewide planning efforts. For example, Comprehensive Plans; Greenway, Open Space, and Recreation Plans; Long Range Transportation Plans; Statewide Comprehensive Outdoor Recreation Plan, etc.
  2. Describe the character of the project area (rural, urban centers, suburbs, industrial zones, etc.).
  3. Describe the planned trail uses. (bicycling/mountain biking, cross country skiing, hiking/jogging/fitness/nature trail activities, horseback riding, snowmobiling, aquatic or water activity, motorcycling, four-wheel driving, all terrain off-road vehicles).



4. Describe the managed trail uses (transportation, nature, cultural, historical, recreation, etc.).
  5. Describe the population information and demographic patterns of the project area (current and projected).
  6. Develop a socioeconomic profile of potential trail user groups (age, income, physical abilities, minority, disadvantaged populations, etc.).
    - a. Analyze demand.
    - b. Estimate initial usage levels.
    - c. Project future usage levels.
    - d. Estimate seasonal demand versus year-round demand.
    - e. Trail assessment for use of other power-driven mobility devices.
  7. Determine the impact of potential trail uses and user groups on the development of the trail (surface, width, conflicting uses, facilities, etc.).
  8. Identify and address potential impact of the trail on adjacent land uses (agricultural lands, industrial properties, school facilities, businesses, residences, etc.).
- C. Site Drawing: It will be the consultant's responsibility to create a site drawing that utilizes information gathered from the Physical Inventory and Assessment and the Needs, Wants, and Desires to fulfill all of the listed criteria of DCNR's Trail Development Drawing Checklist. (See Appendix C).
- D. Trail Management, Operation, Maintenance, and Fiscal Feasibility: The purpose of this work element is to estimate the costs of building, operating and maintaining the trail and associated facilities based on the conceptual/preliminary designs it will be the consultant's responsibility to provide estimates on the below listed components.
1. Provide detailed cost estimates for land acquisition and development of the trail. The cost estimate should include: engineering and other professional services cost; construction and materials cost; project administration cost; and, a contingency of at least 10% of the construction cost estimate.
  2. Develop a phased and prioritized multi-year capital development program. Explain the implementation strategy, identify the trail infrastructure to be developed, and provide the costs associated with each phase.
    - a. Identify sources of funding, including in-kind, volunteer, and donated services.
    - b. Phases of development should coordinate with other planned capital improvements such as transportation projects, sewer expansions, flood mitigation projects, etc.
  3. Determine ownership/maintenance/management options for the trail.

- a. Identify potential roles of public and private organizations through the use of cooperative agreements or memorandum of understandings.
- b. Identify the organizational structure.
- c. Develop a business plan.

E. Implementation Matrix: This portion of the study should summarize the study's recommendations and implementation strategy into specific action steps. Each step should identify responsible party(ies), time frame for beginning implementation, associated costs, potential funding sources, and any additional notes.

#### **4. CONSULTANT QUALIFICATIONS** (see Appendix B)

#### **5. FORMAT OF PROPOSALS (5 Copies)**

##### A. Letter of Transmittal

This letter must include the following:

- A statement demonstrating your understanding of the work to be performed.
- A statement confirming that the firm meets the Consultant Qualifications (see Section 4 above).
- The firm's contact person and telephone number.

##### B. Profile of Firm

This consists of the following:

- A statement of the firm's experience in conducting works of the nature sought by this RFP; advertising brochures may be included in support of this statement.
- The location of the firm's office that will perform the work.
- Resumes of individuals (consultants, employees) proposed to conduct the work and the specific duties of each individual in relation to the work. NOTE: DCNR requires that the project consulting team have the qualifications listed in the DCNR document entitled "Consultant Qualifications" (see Section 4 above).
- A reference list of other municipal clients of the firm with contact information.
- Any other information relating to the capabilities and expertise of the firm in doing comparable work.

C. Methods and Procedures

The proposal must include a detailed description of the methods and procedures the firm will use to perform the work. Inclusion of examples of similar work is encouraged.

D. Work Schedule

The schedule must include time frames for each major work element, target dates for public meetings, and dates for completion of draft and final documents.

E. Cost

It will be the consultant's responsibility to submit a Technical and Cost Proposal for both Phase 1 and Phase 2 of the Blackwood Trail Project. Phase 1 will be considered the base cost of the project while the cost of Phase 2 will be considered an add-alternate should SCD decide to proceed beyond Phase 1. The total cost of both Phase 1 and 2 shall not exceed the project budget.

For each major work element, the costs must be itemized showing:

- For each person assigned to the work, the title/rank (organizational level) of the person in the organization, the hourly rate, and the number of hours to be worked
- The reimbursable expenses to be claimed

The itemized costs must be totaled to produce a contract price. If awarded a contract, a proposer is bound by this price in performing the work. The contract price may not be exceeded unless the contract is amended to allow for additional costs.

If awarded a contract, the firm may not change the staffing assigned to the project without approval by the Schuylkill Conservation District. However, approval will not be denied if the staff replacement is determined by the Schuylkill Conservation District to be of equal ability or experience to the predecessor.

Your method of billing must be stated. The preferred practice of the Schuylkill Conservation District is to pay upon completion of the work and receipt of the required report. However, the Schuylkill Conservation District will consider paying on a periodic basis as substantial portions of the work are completed. Regardless of the billing method used, 10% of the funds available under the contract will be withheld until the final product is approved by DCNR.

F. Contract

See Section 7 below for the contract form and the document entitled, "Nondiscrimination/Sexual Harassment Clause" that DCNR requires to be attached to and incorporated in the contract as an appendix (labeled Appendix A in this RFP).

## **6. EVALUATION CRITERIA**

### **A. Award**

Award for this contract will be based on the information submitted as required by this RFP. Award will not be based on cost alone, rather the award will be made to a qualified Consultant believed by SCD to be the most cost effective.

- Representatives of the firm(s) may be invited to meet with SCD and/or Blackwood Committee officials for discussion and further review of the Consultant submittal and qualifications.
- SCD will award the contract and will be the SCD signatories.
- SCD reserves the right to waive technicalities and to reject any or all proposals in the best interests of the SCD.

## **7. CONTRACT FOR PROFESSIONAL SERVICES**

A proposed contract is included (beginning on next page) for your review. If it is satisfactory to you, it should be completed, executed, and submitted with the proposal. If you prefer an alternative contract, you may submit it as a part of your proposal. However, the Schuylkill Conservation District reserves the right to enter into the enclosed contract with the successful firm or to negotiate the terms of a professional (consulting) services contract.

## **CONTRACT FOR PROFESSIONAL SERVICES**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Schuylkill Conservation District, Schuylkill County, Pennsylvania, and \_\_\_\_\_ ("Consulting Firm").

WHEREAS, the Schuylkill Conservation District desires to have certain one-time professional consulting work performed involving The Blackwood Trail Feasibility Study.

WHEREAS, the Schuylkill Conservation District desires to enter into a contract for this work pursuant to a Request for Proposals ("RFP") issued by the Schuylkill Conservation District;

WHEREAS, the Consulting Firm desires to perform the work in accordance with the proposal it submitted in response to the RFP;

WHEREAS, the Consulting Firm is equipped and staffed to perform the work;

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

### **THE CONSULTING FIRM WILL:**

1. Provide professional consulting services in accordance with the RFP, its proposal in response to the RFP, and the Nondiscrimination/Sexual Harassment Clause, which is attached hereto and incorporated herein as Appendix A.
2. Obtain approval from the Schuylkill Conservation District of any changes to the staffing stated in its proposal. However, approval will not be denied if the staff replacement is determined by the Schuylkill Conservation District to be of equal ability or experience to the predecessor.

### **THE SCHUYLKILL CONSERVATION DISTRICT WILL:**

1. Compensate the Consulting Firm based on the actual hours worked and actual reimbursable expenses for a total amount not to exceed \$50,000.
2. Provide the Consulting Firm with reasonable access to Schuylkill Conservation District personnel, facilities, and information necessary to properly perform the work required under this Contract.
3. Except as provided in item 4 below, make payment to the Consulting Firm within 30 days after receipt of a properly prepared invoice for work satisfactorily performed.
4. Make final payment of 10% of the funds available to the Consulting Firm under this Contract within 30 days after final product approval by the Department of Conservation and Natural Resources.

IT IS FURTHER AGREED THAT:

1. All copyright interests in work created under this Contract are solely and exclusively the property of the Schuylkill Conservation District. The work shall be considered work made for hire under copyright law; alternatively, if the work cannot be considered work made for hire, the Consulting Firm agrees to assign and, upon the creation of the work, expressly and automatically assigns, all copyright interests in the work to the Schuylkill Conservation District.

2. In the performance of services under this Contract, there shall be no violation of the right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.

3. ASSIGNABILITY

This Agreement, being intended to secure the services of CONSULTANT, shall not be assigned, sublet, transferred or otherwise delegated by CONSULTANT without the written consent of SCHUYLKILL CONSERVATION DISTRICT. The SCHUYLKILL CONSERVATION DISTRICT may assign this Agreement without the consent of CONSULTANT upon written notice to CONSULTANT setting forth the assignee's name, address and contact person and the effective date of the assignment. Upon any such assignment of this Agreement by the SCHUYLKILL CONSERVATION DISTRICT, the SCHUYLKILL CONSERVATION DISTRICT shall have no further liability under this Agreement other than for payment to CONSULTANT for services rendered under this Agreement through the effective date of the assignment.

4. INDEPENDENT CONSULTANT

The parties hereto agree that the CONSULTANT, and any agents and employees of the CONSULTANT, in the performance of this Agreement shall act in an independent capacity and not as officers, employees or agents of the Commonwealth or SCHUYLKILL CONSERVATION DISTRICT.

5. INDEMNIFICATION

The CONSULTANT agrees to indemnify, defend and save harmless the SCHUYLKILL CONSERVATION DISTRICT, the SCHUYLKILL CONSERVATION DISTRICT of Schuylkill, their officers, agents and employees: (a) from any and all claims and losses occurring or resulting to any and all CONSULTANTS, subCONSULTANTS, material men, laborers and any other persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with this Agreement; and (b) from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged in any form or manner by the CONSULTANT or its agents, employees, subCONSULTANTS, officers or assigns in the performance of this Agreement; and (c) against any liability, including costs and expenses, for violation of proprietary rights, or right of privacy,

arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data.

## 6. INSURANCE

CONSULTANT shall provide and maintain such policies of malpractice and liability insurance as shall be necessary to insure CONSULTANT and his employees, agents and representatives against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of or failure to perform any services by CONSULTANT.

a. The Comprehensive General Liability Policy will include, but not be limited to, the following:

- (1) Contractual liability on a blanket basis or contractual liability specifically covering this Agreement;
- (2) CONSULTANT's Protective Liability;
- (3) Products Liability and Completed Operation;
- (4) Limits of liability may be satisfied by a combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage;
- (5) The policy shall be endorsed to include the SCHUYLKILL CONSERVATION DISTRICT as additional insured and further that this said endorsement shall be evidenced on the actual certificate.

b. Workers' Compensation Insurance as required by law.

c. Professional Liability Insurance with limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence.

d. Fidelity Bond Insurance shall be maintained to insure that employees and unpaid volunteers who have financial responsibilities related to the receipt and disbursement of funding under this agreement shall be covered by a fidelity bond.

e. The SERVICE PROVIDER shall carry Comprehensive Liability Insurance covering all owned, hired and non-owned automobiles. The limits of liability for automobile insurance may be satisfied by a combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

The SCHUYLKILL CONSERVATION DISTRICT may, at its discretion, waive or modify any of the foregoing insurance requirements.

## 7. DRUG-FREE WORKPLACE

In accordance with the Drug-Free Work Place Act the Commonwealth of Pennsylvania is prohibited from entering into a contract involving an expenditure of \$25,000 or

more of federal funding with a CONSULTANT or an individual who does not certify a drug-free workplace, and who does not establish several conditions and requirements that have to be met in order to certify a drug-free workplace.

## 8. DEBARMENT AND SUSPENSION

The CONSULTANT certifies that it is not currently under suspension or debarment by the Commonwealth, any other State, or the Federal Government, as per Single Audit Bulletin SAB-96-01, CONSULTANT Responsibility Provisions Debarment and Suspension, of August 19, 1996.

## 9. CONTRACT CONSTRUCTION

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the Commonwealth of Pennsylvania. The jurisdiction of any dispute arising under this Agreement shall lie exclusively within the Court of Common Pleas of Schuylkill SCHUYLKILL CONSERVATION DISTRICT.

## 10. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. A photo static or emailed or electronically transmitted copy of this agreement shall serve as an original.

## 11. AVAILABILITY OF FUNDING

This agreement is contingent upon the availability of Federal and State Funding.

## 12. TERMINATION CLAUSE

a. This Agreement may be terminated by the SCHUYLKILL CONSERVATION DISTRICT at any time without cause upon forty-five (45) days written notice delivered by certified mail or in person. It is further agreed that in the event funding to the SCHUYLKILL CONSERVATION DISTRICT from State and Federal funds is not obtained or continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of purchased materials or services, the SCHUYLKILL CONSERVATION DISTRICT may exercise one of the following options:

(1) Issue a written Notice of Termination of this Agreement to the CONSULTANT effective upon a specified date, which will be a reasonable period of time under the circumstances; or



(2) Continue the Agreement by reducing, through written notice to the CONSULTANT, the amount of the Agreement (both purchased services and reimbursement) in a manner consistent with the nature, amount and circumstances of the SCHUYLKILL CONSERVATION DISTRICT'S loss of State and Federal funding, provided, however, that any termination or reduction of this Agreement shall be without prejudice to any obligations or liabilities of either party incurred to such termination or reduction.

b. The rights and remedies of the SCHUYLKILL CONSERVATION DISTRICT and the CONSULTANT provided in this provision shall not be exclusive and are in addition to any rights or remedies provided by law or under this Agreement.

c. Upon receipt of a Notice of Termination and except as otherwise directed by the SCHUYLKILL CONSERVATION DISTRICT, the CONSULTANT shall:

(1) Stop work under this Agreement on the date of and to the extent specified in the Notice of Termination;

(2) Place no further orders, contracts or subgrants for materials, services or facilities except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;

(3) Terminate all orders, contracts and subgrants to the extent that they relate to the performance of work terminated by the Notice of Termination;

(4) Assign to the SCHUYLKILL CONSERVATION DISTRICT in the manner, at the time and to the extent directed by the SCHUYLKILL CONSERVATION DISTRICT all of the rights and interest of the CONSULTANT under the orders, contracts or subgrants so terminated and at the discretion of the SCHUYLKILL CONSERVATION DISTRICT, settle or pay any or all claims arising out of the termination of such orders, contracts or subgrants;

(5) Settle all outstanding liabilities and claims arising out of such termination of orders, contracts and subgrants with the approval or ratification of the SCHUYLKILL CONSERVATION DISTRICT to the extent that the SCHUYLKILL CONSERVATION DISTRICT may require such approval or ratification shall be final for all the purposes of this clause. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the SCHUYLKILL CONSERVATION DISTRICT for damages sustained by the SCHUYLKILL CONSERVATION DISTRICT by virtue in any manner or degree of the performance of CONSULTANT hereunder.

In witness thereof, the parties hereto have executed this Contract on the day and date set forth above.

WITNESS:

FOR THE SCHUYLKILL CONSERVATION DISTRICT

\_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

WITNESS:

FOR THE CONSULTING FIRM:

\_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

**APPENDIX A**  
**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

The Grantee agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.
- 3.** The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.
- 4.** The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- 5.** The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- 6.** The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.

- 7.** The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
  
- 8.** The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Based on Management Directive 215.16 amended (2/24/15)

**DCNR-2016-Gen  
Gen-GPM – 1 Rev. 12-15**

## APPENDIX B:

DCNR-2016-Plan  
Plan-GPM – 6 Rev. 12-12

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
BUREAU OF RECREATION AND CONSERVATION



### COMMUNITY CONSERVATION PARTNERSHIP PROGRAM

## CONSULTANT QUALIFICATIONS

### Planning Grant Projects

**Purpose:** These consultant criteria are established to help grantees select a qualified consultant or consulting team to complete **any planning project** funded by a grant under the Community Conservation Partnerships Program. Selecting a qualified consultant will substantially increase the likelihood that the completed project will be comprehensive, accurate, and of the highest quality.

### GENERAL CONSULTANT QUALIFICATIONS

Regardless of the planning project type, your consultant or consulting team **must** meet the following requirements:

1. Have documented experience developing and implementing public participation techniques, such as holding public and study committee meetings, conducting key person interviews, developing citizen surveys, etc.
2. At least one member of the consulting team must have documented, prior experience conducting studies of the project type being undertaken. This person should be the project leader and assume overall project coordination responsibilities between the grantee and the consulting team.
3. Have documented experience with the planning, design, general operation, and maintenance of recreation and park areas and facilities.
4. Have documented experience in developing and recommending to local government officials and non-profit organizations the policies and procedures related to providing public recreation and park services and/or facilities, as well as the management and operation of these facilities and amenities.
5. Have documented experience in setting goals, analyzing problems, generating alternative solutions, and providing recommendations and implementation strategies.

### PROJECT SPECIFIC CONSULTANT QUALIFICATIONS

#### COMPREHENSIVE RECREATION, OPEN SPACE, AND GREENWAY PLAN

Comprehensive recreation, open space, and greenway plans are typically developed by a team of professionals that include landscape architects, community planners, and recreation and park professionals. At least one member of the consultant team must be a **recreation & parks practitioner\***, preferably holding CPRP (Certified Recreation and Park Professional) certification with a minimum of three (3) years experience in the administration, planning, and development of facilities/areas, programming, finance, personnel, and maintenance of a comprehensive park and recreation system or related entity.

## FEASIBILITY STUDIES

**Swimming Pool Complex:** The consultant or consulting team must have documented expertise to study swimming pools and the amenities tied to them, including, the bath house, concession, parking and other site amenities. A professional with “hands-on” pool management experience must be included on the consultant team. In most instances, an engineer or other qualified professional on the team will need to assess the existing mechanical operations and the integrity of the swimming pool shell. The Bureau requires that the report be under seal of a licensed professional who is authorized by Pennsylvania law to apply the seal. Depending on the project, the professional could be a landscape architect, architect, or engineer.

**Indoor Recreation Facility:** The consultant or consulting team must have documented expertise to study the type of facility under consideration. A **recreation and parks practitioner\***, with a minimum of three (3) years experience, preferably holding CRPP (Certified Recreation and Park Professional) certification, must be included on the consultant team. The Bureau requires that the report be under seal of a licensed professional who is authorized by Pennsylvania law to apply the seal. Depending on the project, the professional could be a landscape architect, architect, or engineer. A biologist is required to survey the project site if the jurisdictional agency/agencies reviewing your PNDI results require a field survey to be completed.

## MASTER SITE DEVELOPMENT PLANS (MSDP)

The Bureau requires that the Master Site Development Plan, including the maps and report, be under seal of a licensed professional who is authorized by Pennsylvania law to apply the seal. Depending on the project, the professional could be a landscape architect, architect, or engineer. The grantee’s choice of which professional to hire as a consultant should be determined both by the nature of the plan as well as the experience of the consultant or consultant team. If a boundary survey is required as part of the MSDP, the seal of a registered land surveyor licensed to practice in Pennsylvania must be affixed to the plan. A biologist is required to survey the project site if the jurisdictional agency/agencies reviewing your PNDI results require a field survey to be completed.

## TRAIL AND GREENWAYS PLANS

A good trail and greenways planning team involves professionals from various disciplines, such as landscape architecture, architecture, engineering, recreation and parks, and community planning. A consultant or consulting team with documented expertise in greenways and trails planning is required. If the project requires any conceptual trail design work, the Bureau requires that the report be under seal of a licensed professional who is authorized by Pennsylvania law to apply the seal. Depending on the project, the professional could be a landscape architect, architect, or engineer. We recommend including a practitioner with greenway and/or recreational trail development and management experience on the project team. A biologist is required to survey the project site if the jurisdictional agency/agencies reviewing your PNDI results require a field survey to be completed.

## \*RECREATION AND PARK PRACTITIONER REQUIRED INVOLVEMENT

Generally, the practitioner’s role is to educate the grantee on the variety of available recreation and park-related operating practices and to help select the most suitable ones. The practitioner’s minimum role should include:

- Attending a majority of the study committee meetings.
- Involvement in and implementation of the public participation process (such as attending public meetings, conducting interviews, and reviewing the survey process).
- Participation in preparing and reviewing the plan text from draft chapters to the final plan. The Bureau requires written review comments from the practitioner.
- Visits to and evaluations of all existing sites and those considered for potential acquisition.

APPENDIX C:



# Trail Development Drawing(s) Checklist

COMMONWEALTH OF PENNSYLVANIA  
[www.dcnr.state.pa.us/grants](http://www.dcnr.state.pa.us/grants)

<b>DCNR-2015-C2P2-27</b>	<b>Application Information (*Indicates required information)</b>
--------------------------	------------------------------------------------------------------

Applicant Legal Name:*	Web Application ID:*
------------------------	----------------------

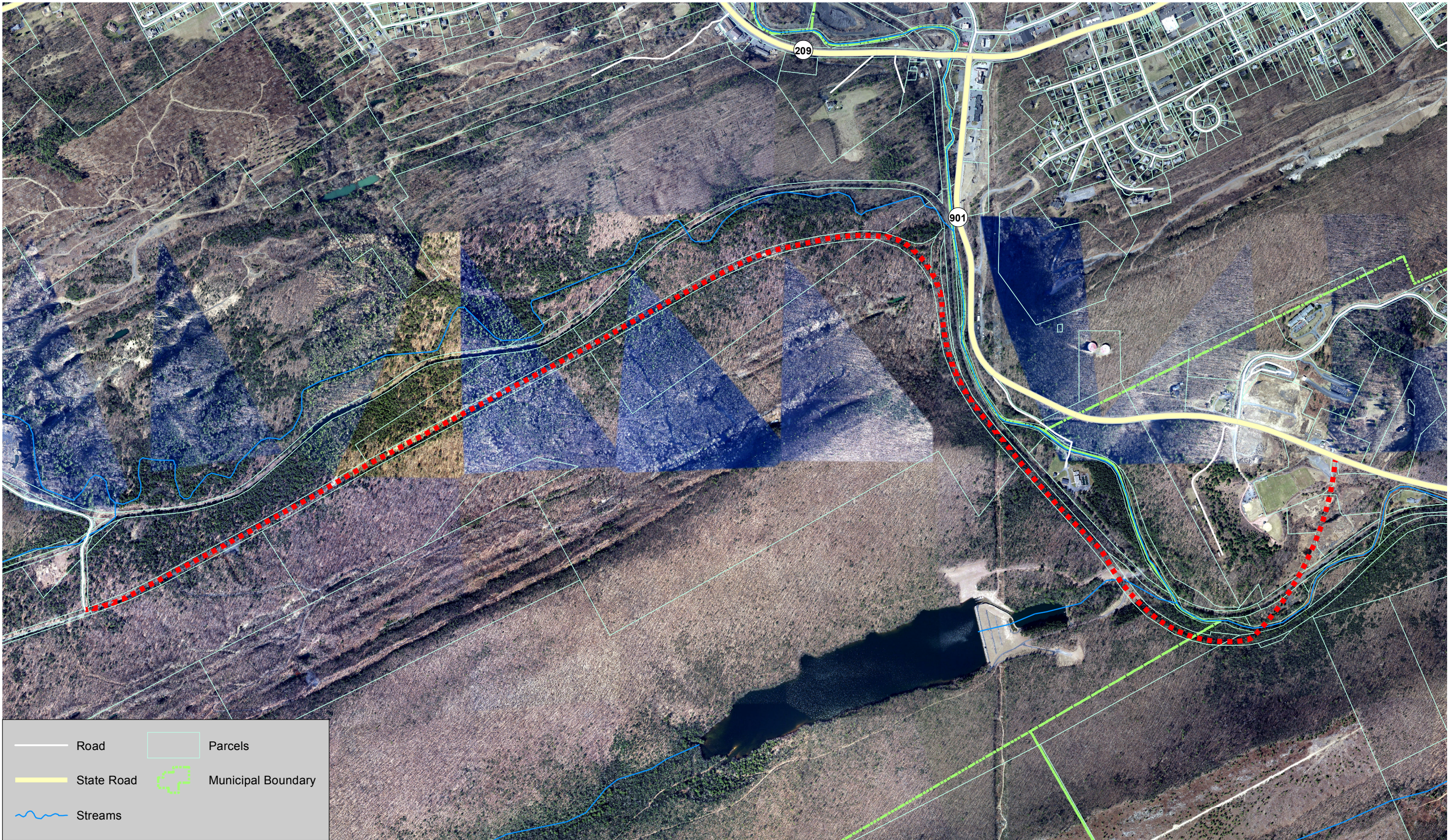
Project Title:*
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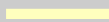


The purpose of this checklist is to assist in the preparation of a Trail Development Drawing(s) (TDD) that meets the information needs of the Department of Conservation and Natural Resources. The data outlined below shall be shown on all TDDs unless the item is not applicable to the proposed project. All items to be constructed as part of this project and all existing improvements on the site should be clearly identified. For additional clarity, photographs keyed to the TDD should also be submitted. Consistent terminology should be used in relating work items on the TDD with cost estimates and project narrative descriptions.

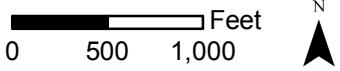
In most cases the individual preparing the TDD must be a licensed professional, such as a landscape architect, an architect or an engineer. For grant applications, DCNR does not require a seal on the TDD.

Check	No.	Item
<input type="checkbox"/>	1.	Trail Name, Phase, Location (political subdivisions), and Owner/Grantee.
<input type="checkbox"/>	2.	Scale, North Point, Legend, and Date.
<input type="checkbox"/>	3.	Distance of trail project and, if applicable, acreage.
<input type="checkbox"/>	4.	Boundary Map: Show exterior boundaries of site with metes and bounds or best available information. Indicate name of owner or leasee.
<input type="checkbox"/>	5.	Work limits: Show limits of work to be undertaken in this trail project, including beginning and endpoints.
<input type="checkbox"/>	6.	Show rights of way and easements that intersect the trail.
<input type="checkbox"/>	7.	Surrounding properties and uses.
<input type="checkbox"/>	8.	Topography: One to ten foot contours. If not available, show spot elevations indicating land character and significant grade changes.
<input type="checkbox"/>	9.	Water Bodies: Streams, rivers, ponds, lakes, etc.
<input type="checkbox"/>	10.	Floodplain: Delineate floodway and limits of 100-year (1%) floodplain.
<input type="checkbox"/>	11.	Wetlands: Identify locations on and/or immediately adjacent to site.
<input type="checkbox"/>	12.	Drainage structures: Culverts, catch basins, inlets, drain tile, swales, rain gardens, etc.
<input type="checkbox"/>	13.	Soils.
<input type="checkbox"/>	14.	Trailheads: Parking (including ADA accommodations), trailhead facilities, routes that connect parking areas and trailhead facilities to the trail.
<input type="checkbox"/>	15.	Buildings: Provide the footprint for all structures and indoor facilities to be developed/rehabilitated.
<input type="checkbox"/>	16.	Access points other than trailheads.
<input type="checkbox"/>	17.	Road crossings and required crossing features: Signals, signage, pavement markings, etc.
<input type="checkbox"/>	18.	Site Control Structures: Fences, walks, dikes, walls, gates, etc.
<input type="checkbox"/>	19.	Utilities: Water, electric, sewage, gas, phone, etc.
<input type="checkbox"/>	20.	Lighting locations.
<input type="checkbox"/>	21.	Signage locations.
<input type="checkbox"/>	22.	Landscaping/Vegetation: Show general location of existing and any proposed trees, shrubs, grasses, native plants, etc.

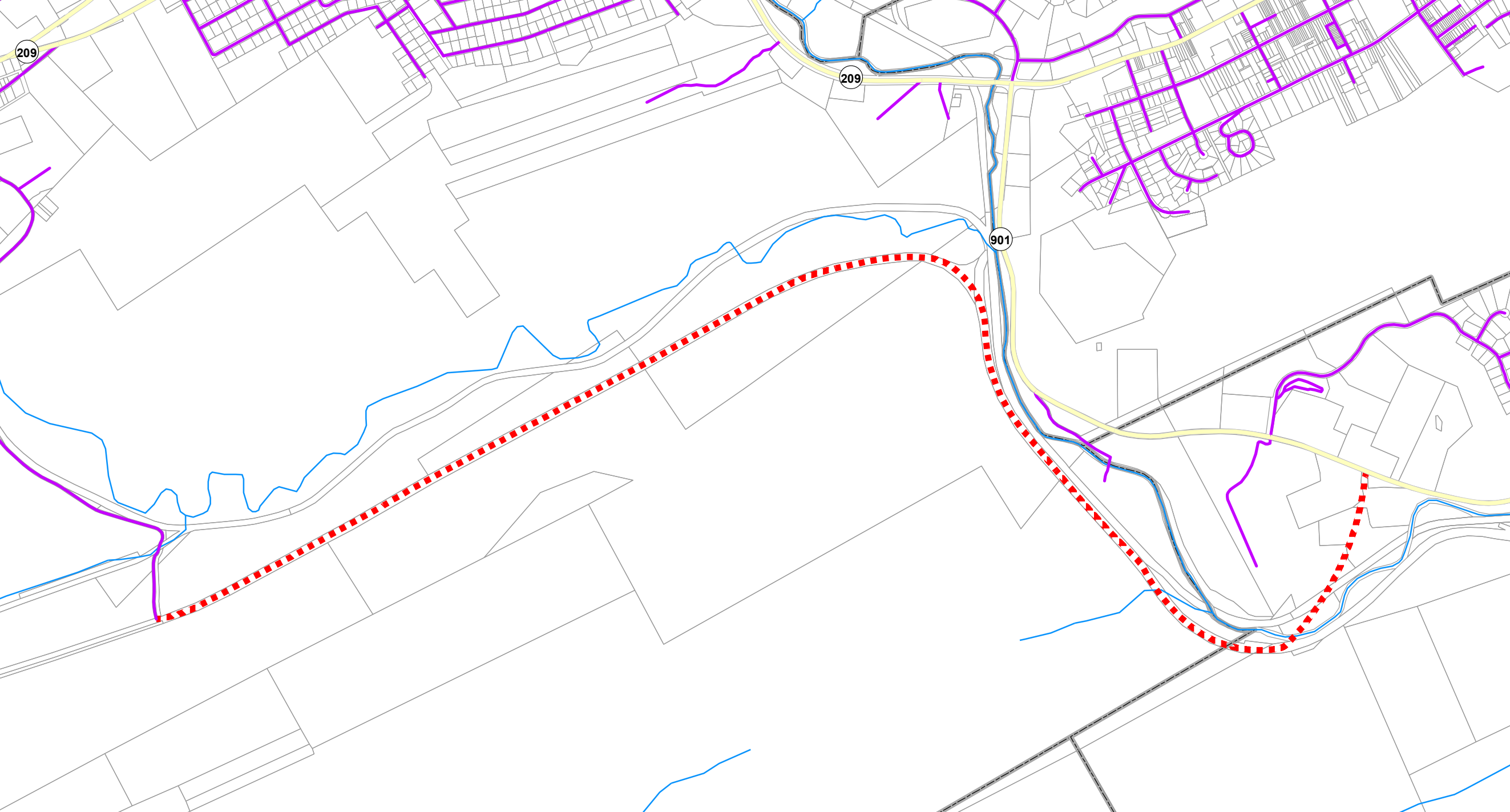
APPENDIX D:  
**Blackwood Trail**



	Road		Parcels
	State Road		Municipal Boundary
	Streams		







## APPENDIX E:

### MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHUYLKILL CONSERVATION DISTRICT AND SCHUYLKILL COUNTY MUNICIPAL AUTHORITY

#### I. Preamble:

Whereas the Schuylkill Conservation District, located at 1206 Ag Center Drive, Pottsville, PA 17901, is working on the trail corridor between Beckville and Blackwood; and

Whereas, there is community interest and occasional discussions to placing a trail from Beckville to Blackwood; and

Whereas, the Schuylkill Conservation District and the Schuylkill County Municipal Authority, located at 221 South Centre Street, Pottsville, PA 17901, desire to work together towards the aforesaid trail; and

**NOW, THEREFORE**, in consideration of the foregoing and the promises and mutual covenants herein contained, the parties desire to set forth a memorandum of understanding of their obligations to undertake the following:

**Goal:** To prepare a grant application for a feasibility study of the property. The study would explore the possibility of a multi-use 10-foot wide gravel path from Beckville to Blackwood.

#### II. Objectives:

- Prepare a GIS map of the corridor, to scale, depicting roads, utilities, property lines, topography, and ownership.
- Examine the corridor's legal conditions, including, title, property and easements. Determine issues that could preclude a trail.
- Examine the corridor's physical opportunities and constraints, traffic, road crossings, potential trail alignment, and slope issues in detail.
- Prepare a cost estimate, if assistance is available to do so.

**III. Obligations of the Schuylkill Conservation District.** At its own expense, the Schuylkill Conservation District agrees to:

- Provide the Memorandum of Agreement draft.
- Undertake the work at no out-of-pocket cost to the Schuylkill County Municipal Authority..
- Employ agents to assist with the work if necessary.
- Examine any and all records, maps, deeds, and other similar legal instruments.
- Present findings to the SCMA.
- Conduct public meetings if needed.

**IV. Obligations of the Schuylkill County Municipal Authority.** Schuylkill County Municipal Authority agrees to:

- Provide all pertinent legal documents and maps.
- Provide temporary space to examine the documents and maps at its office.
- Allow copies of documents to be made.
- Allow maps to be removed from the premises for digitizing and return.
- Be available for interviews and progress meetings to discuss findings and seek guidance.

**V. Timeframe:**

- The application for the feasibility study grant must be submitted by April 15<sup>th</sup>. The application will be submitted by the Schuylkill Conservation District.

**VI. Terms**

This Memorandum of Understanding contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior Agreement, oral or written, and all other communications between the parties relating to such subject matter.

**VII. Termination Clause**

This Memorandum of Understanding may be terminated by either party in sixty (60) days of giving written notice of intention to terminate the agreement.

**VIII. Amendments**

Amendments to this MOU may be made with the mutual written agreement of both parties.

IN WITNESS WHEREOF said parties, have hereunto set their hands and seals the day and year above written.

**SCHUYLKILL CONSERVATION DISTRICT**

**SCHUYLKILL COUNTY MUNICIPAL AUTHORITY**

By: Glenn Luckenbell

Date: 3-24-15

By: Carol M. Casper

Date: 3-17-15

## APPENDIX F:

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHUYLKILL CONSERVATION DISTRICT AND SEIDERS HILL INC.**

#### **I. Preamble:**

Whereas the Schuylkill Conservation District is working on the trail corridor between Beckville and Blackwood;  
and

Whereas, there is community interest and occasional discussions to placing a trail from Beckville to Blackwood; and

Whereas, the Schuylkill Conservation District and Seiders Hill Inc. p.o. box 359 Pottsville Pa desire to work together towards the aforesaid trail; and

**NOW, THEREFORE**, in consideration of the foregoing and the promises and mutual covenants herein contained, the parties desire to set forth a memorandum of understanding of their obligations to undertake the following:

**Goal:** To prepare a grant application for a feasibility study of the property. The study would explore the possibility of a multi-use 10-foot wide gravel path from Beckville to Blackwood.

#### **II. Objectives:**

- Prepare a GIS map of the corridor, to scale, depicting roads, utilities, property lines, topography, and ownership.
- Examine the corridor's legal conditions, including, title, property and easements. Determine issues that could preclude a trail.
- Examine the corridor's physical opportunities and constraints, traffic, road crossings, potential trail alignment, and slope issues in detail.
- Prepare a cost estimate, if assistance is available to do so.

**III. Obligations of the Schuylkill Conservation District.** At its own expense, the Schuylkill Conservation District agrees to:

- Provide the Memorandum of Agreement draft.
- Undertake the work at no out-of-pocket cost to Seiders Hill Inc...
- Employ agents to assist with the work if necessary.
- Examine any and all records, maps, deeds, and other similar legal instruments.
- Present findings to the Seiders Hill.
- Conduct public meetings if needed.

**IV. Obligations of SEIDERS HILL INC.** Seiders Hill agrees to:

- Provide all pertinent legal documents and maps.
- Allow copies of documents to be made.
- Be available for interviews and progress meetings to discuss findings and seek guidance.

**V. Timeframe:**

- The application for the feasibility study grant must be submitted by April 15<sup>th</sup> 2017.

**VI. Terms**

This Memorandum of Understanding contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior Agreement, oral or written, and all other communications between the parties relating to such subject matter.

**VII. Termination Clause**

This Memorandum of Understanding may be terminated by either party in sixty (60) days of giving written notice of intention to terminate the agreement.

**VIII. Amendments**

Amendments to this MOU may be made with the mutual written agreement of both parties.

**IN WITNESS WHEREOF** said parties, have hereunto set their hands and seals the day and year above written.

**SCHUYLKILL CONSERVATION DISTRICT**

By: Glenn Lee DeBorja

**SEIDERS HILL INC.**

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Date: 9/13/16  
Steven Field

## APPENDIX G:

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHUYLKILL CONSERVATION DISTRICT AND PHOENIX CONTRACTING .**

#### **I. Preamble:**

Whereas the Schuylkill Conservation District is working on the trail corridor between Beckville and Blackwood; and

Whereas, there is community interest and occasional discussions to placing a trail from Beckville to Blackwood; and

Whereas, the Schuylkill Conservation District and Phoenix Contracting 1753 Panther Valley Rd. desire to work together towards the aforesaid trail; and

**NOW, THEREFORE**, in consideration of the foregoing and the promises and mutual covenants herein contained, the parties desire to set forth a memorandum of understanding of their obligations to undertake the following:

**Goal:** To prepare a grant application for a feasibility study of the property. The study would explore the possibility of a multi-use 10-foot wide gravel path from Beckville to Blackwood.

#### **II. Objectives:**

- Prepare a GIS map of the corridor, to scale, depicting roads, utilities, property lines, topography, and ownership.
- Examine the corridor's legal conditions, including, title, property and easements. Determine issues that could preclude a trail.
- Examine the corridor's physical opportunities and constraints, traffic, road crossings, potential trail alignment, and slope issues in detail.
- Prepare a cost estimate, if assistance is available to do so.

**III. Obligations of the Schuylkill Conservation District.** At its own expense, the Schuylkill Conservation District agrees to:

- Provide the Memorandum of Agreement draft.
- Undertake the work at no out-of-pocket cost to Phoenix Contracting .
- Employ agents to assist with the work if necessary.
- Examine any and all records, maps, deeds, and other similar legal instruments.
- Present findings to Phoenix Contracting .
- Conduct public meetings if needed.

**IV. Obligations of PHOENIX CONTRACTING.** Phoenix Contracting agrees to:

- Provide all pertinent legal documents and maps. <sup>that currently exist</sup>
- Allow copies of documents to be made.
- Be available for interviews and progress meetings to discuss findings and seek guidance.

**V. Timeframe:**

- The application for the feasibility study grant must be submitted by April 15<sup>th</sup> 2017.

**VI. Terms**

This Memorandum of Understanding contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior Agreement, oral or written, and all other communications between the parties relating to such subject matter.

**VII. Termination Clause**

This Memorandum of Understanding may be terminated by either party in sixty (60) days of giving written notice of intention to terminate the agreement.

**VIII. Amendments**

Amendments to this MOU may be made with the mutual written agreement of both parties.

**IN WITNESS WHEREOF** said parties, have hereunto set their hands and seals the day and year above written.

**SCHUYLKILL CONSERVATION DISTRICT**

By: Alam Leach

**PHOENIX CONTRACTING**

Date: 9/15/16

By: [Signature]

Date: \_\_\_\_\_

[Large circular stamp or mark]