

**ANNOUNCEMENT**

**April 2015**

**REQUEST FOR PROPOSALS (RFP)**

**Lawrence County Greenways Plan Update  
*and*  
Four (4) Master Park and Recreation Plans**

The Lawrence County Board of Commissioners is accepting proposals for a one-time contract to perform certain professional services for Lawrence County, the City of New Castle, Ellwood City Borough, and Union Township all within Lawrence County, Pennsylvania. All documents will need to be prepared to the Pennsylvania Department of Conservation and Natural Resources (PA DCNR) specifications as detailed in the attached scope of work. Also attached is information relating to submitting a proposal including specific requirements, the organization of the proposal, proposal evaluation criteria, and the proposed contract.

A mandatory pre-bid meeting will be held at 9:00 AM on Monday, April 20<sup>th</sup>, 2015 at the Lawrence County Commissioners Meeting Room. Sealed proposals labeled ***Lawrence County Greenways Plan Update and Master Plans*** must be received by 3:00 PM, Monday, May 11<sup>th</sup>, 2015 in the Lawrence County Controllers Office located at 430 Court Street, New Castle, PA 16101. All proposals will be opened at the Commissioners Public Meeting held at 12:00pm on Tuesday, May 12<sup>th</sup>, 2015 in the Commissioners Meeting Room located at the above address.

If you are interested in submitting a proposal for this work, you may obtain an RFP by contacting:

Doniele Russell, Deputy Director of Community Development  
Lawrence County Department of Planning and Community Development  
430 Court Street  
New Castle, PA 16101  
724-658-3589  
[donielerussell@gmail.com](mailto:donielerussell@gmail.com)

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## SECTION 1. BACKGROUND

This project is partially funded by a 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 Lawrence County 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-20-72.

The County of Lawrence has partnered with three municipalities to complete multiple projects all interrelated to Recreation and Conservation within Lawrence County under one unique DCNR Contract. The Borough of Ellwood City, the City of New Castle, and Union Township have all agreed to partner to complete projects within their respective municipality. The Borough of Ellwood City has two main parks, Ewing and Stiefel, and each park will receive individual Master Park Site Development Plans so the Borough will receive two stand-alone plans. The City of New Castle has three parks that are adjacent to each other, Cascade, Deshon(Cunningham), and Gaston. The consultant will look at all three parks and complete one consolidated Master Park Site Development Plan for the complex. Union Township has one community park, Scotland Meadows, and will receive one Master Park Site Development Plan. In 2007, the County of Lawrence completed Greenways Plan and all items except on-going style recommendations have been completed to-date. This project will update the plan to current DCNR standards, as well as make recommendations on the next actions the County should look to implement. The greenways update will specifically incorporate some of the appropriate connections from each of the individual plans into the county plan.

**Due to the complexity of the Scopes of Work there will be a Mandatory Pre Bid meeting on Monday April 20, 2015 at 9:00am at the Lawrence County Commissioners Meeting Room 1<sup>st</sup> Floor located at 430 Court Street New Castle, PA 16101. Written questions must be received by April 30<sup>th</sup> and all responses will be issued to attendees by May 7<sup>th</sup>.**

## SECTION 2. GENERAL TERMS

- The County of Lawrence 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 County.
- The contract is subject to the approval of the Lawrence County Commissioners, the Council of the City of New Castle, the Council of Ellwood City Borough, and the Union Township Supervisors, and is effective only upon their approval.
- Proposers are bound by the deadline and location requirements for submittals in response to this RFP as stated above.
- Proposals will remain effective for County review and approval for 60 days from the deadline for submitting proposals.

- If only one proposal is received by Lawrence County, it may negotiate with the proposer or seek additional proposals on an informal or formal basis during the 60-day period that proposals are effective.
- 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, at a minimum, must accomplish the goals and work stated below and be compliant with the Pennsylvania Department of Conservation and Natural Resources Scope of Work Guidelines for both the Greenways and Trails Update as well as the Master Site Development Plan.

**SECTION 3. SCOPE OF WORK**

**A. Greenways and Trails Update**

1. **Study Purpose** – The Greenways Plan will include an overview on the benefits of trails, greenways, and open space, as well as summarize the current network in Lawrence County (this information will be taken from the 2007 Lawrence County Greenways Plan and updated). Since trails, greenways, and linear connections can span municipal and county boundaries, the network will be examined on a regional level.
2. **Data Collection and Analysis** – The Consultant will collect available data to identify and map the existing and potential greenway corridors. All previous plans and studies that may help to identify potential or proposed trails, greenways, and open space will be gathered and reviewed, such as the Lawrence County Greenways Plan (2007), watershed plans, rivers conservation plans, heritage park plans, etc. The Consultant will also contact surrounding counties to gather available information regarding their existing and proposed trails, greenways, and open space network. The data collection and mapping will include both natural resources (“green infrastructure”) and manmade corridors (“gray infrastructure”).

Green Infrastructure	<b>Water</b>	<ul style="list-style-type: none"> <li>❖ Floodplains</li> <li>❖ Wetlands</li> <li>❖ Aquifer recharge zones</li> <li>❖ Surface waters</li> <li>❖ Existing Water Trail network connections</li> </ul>
	<b>Land</b>	<ul style="list-style-type: none"> <li>❖ Important ecological systems (including areas identified through the Natural Heritage Inventory and other programs)</li> <li>❖ Plant and animal species and their habitats</li> <li>❖ Forests and woodlands</li> <li>❖ Public and other protected open space</li> <li>❖ Farmland</li> <li>❖ Soils and geological features</li> <li>❖ Steep slopes</li> <li>❖ Ridge tops and scenic view sheds</li> <li>❖ Existing Trail network connections</li> </ul>

<b>Gray Infrastructure</b>	<b>Infrastructure</b>	<ul style="list-style-type: none"> <li>❖ Canals <ul style="list-style-type: none"> <li>▪ Abandoned railroads</li> <li>▪ Utility right-of-ways</li> <li>▪ Bike lanes and public transit sites</li> </ul> </li> </ul>
	<b>Recreation</b>	<ul style="list-style-type: none"> <li>❖ Public or private facilities <ul style="list-style-type: none"> <li>▪ Parks</li> <li>▪ Pedestrian ways</li> </ul> </li> </ul>
	<b>Cultural and Historic Sites</b>	<ul style="list-style-type: none"> <li>❖ Historic buildings</li> <li>❖ Significant cultural sites and centers</li> </ul>
	<b>Population Centers</b>	<ul style="list-style-type: none"> <li>❖ Community centers / Libraries</li> <li>❖ Business parks</li> <li>❖ Shopping centers</li> <li>❖ Brownfield redevelopment sites</li> </ul>
	<b>Future Development Areas</b>	<ul style="list-style-type: none"> <li>❖ Proposed or planned residential, commercial, or industrial developments</li> </ul>

When developing a greenways plan, it is important to establish what attributes greenways should possess, the functions greenways are expected to perform, and the benefits they are intended to provide. It is critical to identify issues that greenways and open space can help address, such as flooding, loss of scenic character, and loss of wildlife habitat. When their functions are aligned with meeting identified needs, greenways can effectively and efficiently provide the greatest public benefit. To help identify those needs, the creation of a project web page is recommended to disseminate and collect information from the public. An online presence can also be used to conduct public surveys, and would serve to:

- Inform the community at large of the effort to develop a greenways plan
- Solicit public opinion about community needs so the greenways plan can be customized to respond to those needs
- Create a database of individuals, businesses and organizations who may want to get involved with local fundraising, implementation and stewardship.

In order to easily and efficiently collect the information, the web page could either be hosted by the County or be linked to the County’s webpage. Additionally, the web page could be publicized through other local/county websites, local media, and social media.

3. **Analyze Data and Develop Proposed County Greenway Network Vision** – A methodology developed by the Consultant that incorporates community needs with natural functions will be used to develop a customized greenways plan for Lawrence County.

- Step One: Collect Existing Conditions Data
- Step Two: Filter Data (based on established criteria such as biodiversity, water resources, and landscape character)
- Step Three: Analyze Data (utilize GIS data to rank and prioritize information)
- Step Four: Synthesize Data (data is compiled based on steps above to determine the final greenway network for the County)

### ***Hubs and Spokes***

The culmination of the data will be a greenways map, which identifies hubs (destinations including population centers, recreation or historic sites, or future development areas) as well as “spokes” or corridor connections. It is important to note that not all greenways will be recommended for human use. Corridors will be designated for public recreational use (land trails, water trails), conservation, restoration, and habitat (riparian buffers, stormwater management, wildlife habitat), and/or may accommodate a combination of uses.

### ***High Priority Areas***

As part of the development of the greenways plan, environmentally-significant, high priority areas will be identified for conservation by means of a Natural Heritage Inventory and other similar inventories. These areas will be mapped and described in the plan.

### ***Regional Connections***

In addition to linking hubs through corridors within Lawrence County, opportunities to connect the greenways network to bordering counties will be identified through discussions with these counties, as well as reviewing regional plans. This will serve to enhance the importance of the network as well as provide corridors for recreation, transportation, wildlife migration, etc.

### ***Land Use Patterns and Regulations***

Current and proposed future land use will be reviewed per the existing Lawrence County Comprehensive Plan to determine any impacts or threats to the proposed greenways network. Local ordinances will be discussed with the County to determine if a model language can be recommended to encourage municipalities to preserve land to be consistent with the County’s Greenways Plan.

### ***Preservation Techniques***

Examples to implement the greenways plan such as overlay zoning, an official map, and conservation easements (which can be shared with local municipalities) will be provided.

4. **Determine the Ownership Status of the Proposed Greenways** – Owner interest in establishing the greenway network is critical to successful implementation. GIS parcel and tax files will be used to identify public and private landowners within the proposed greenways. The Consultant must have experience working with landowners on greenways projects and will work with the County to determine the best approach for getting landowners involved in the project.
5. **Identification of Issues, Opportunities and Potential Threats** – Community engagement is necessary for the successful planning, implementation and stewardship of greenways projects. The appropriate level of community involvement will build awareness, understanding and support as needs are identified and projects are developed. A sense of citizen ownership goes a long way as the eyes, ears, hands, and feet of volunteers are necessary to reduce and/or eliminate the burden on local governments to own or care for protected green space. As a result of community engagement, individuals often surface who may evolve into leaders of community organizations committed to implementing the plan. Lawrence County has the experience and ability to identify and cultivate these important leaders whom are very important to building and sustaining community involvement.

Lawrence County will rely on these project partners, landowners, stakeholders, and others to identify opportunities and threats within each proposed greenway. This input will be gathered as a result of public meetings, personal interviews, and other public involvement activities throughout the plan. This information will assist in the prioritization of greenways to pursue. Lawrence County staff will lead the public outreach effort and provide the information to the

Consultant, who will assist the County with professional guidance when necessary.

6. **Greenways Development and Protection Options** – This project provides an opportunity to strategically plan for Lawrence County’s long-term green infrastructure goals, identifying the best lands to conserve and/or preserve, and the best lands to plan for development and infrastructure. Prioritizing greenways and protecting strategic environmental areas will help balance the County’s environmental and economic goals, further enhancing the communities’ smart growth and sustainable land use plan. If deemed appropriate, the proposed greenway network will be divided into prioritized sections, which will allow for a more manageable implementation. As part of this process, the following will be identified for each greenway section:
  - Measures for protecting the greenway sections including agricultural or utility easements, zoning changes and acquisition options
  - Appropriate options for development and estimated costs.
  - Opportunities and threats identified through the public input process as well as methods to address the threats and build upon the opportunities.
  
7. **Mapping** – The Consultant and Lawrence County will create and provide maps as needed. All GIS data shall comply with DCNR’s GIS standards and all created layers shall be submitted to DCNR prior to the close out of the contract with the Consultant. DCNR has a Data Dictionary for Trails; terminology and layout should be followed where applicable. Any new GIS information created as part of this project will be sent to DCNR in a format suitable for upload into their GIS system.
  
8. **Action Plan** – This is the most important part of any planning process. The Action Plan will provide the County with the tools and steps to make the greenways plan a reality, and will include a matrix that outlines the following:
  - The Action Plan will be consistent with existing plans, recommend an organizational structure to establish and maintain the greenways network, identify potential pilot projects for implementation of greenways to be started before the plan is adopted, recommend preferred methods of preservation, include estimated costs for capital and land acquisition projects, and address potential threats to implementation. A multi-municipal approach will be used, which includes recommending quarterly meetings (facilitated by an entity created to maintain the greenways network), the sharing of GIS data, and partnering on projects that cross municipal boundaries, etc. to facilitate inter-county opportunities.
  
9. **Project Management** – The Consultant will meet monthly (up to 10 meetings) with County staff to ensure that the project is on schedule and task. These meetings will be used to review work product, discuss next steps, and share information. The Consultant will facilitate the meetings, and prepare the agendas and summaries. Monthly progress reports will also be provided to highlight work completed and work anticipated for the next month.
  
10. **Final Product** – The Consultant will deliver any required copies (electronic or hard copy) to DCNR that may be required. The County will receive five (5) electronic copies and five (5) hard copies of the documents created for the Greenways Update.

B. Four (4) Master Park Site Development Plans

1. **Purpose** – The Consultant will prepare four (4) master park site development plans. One plan will be created for the City of New Castle, encompassing three (3) contiguous parks – Cascade, Gaston, and Cunningham/Deshon. Two (2) plans will be created for the Borough of Ellwood City, for Ewing Park and Stiefel Park. One (1) plan will be created for the Township of Union for Meadowview Park.
2. **Public Participation** – The Consultant will conduct for each plan four (4) study meetings, two (2) public meetings, Key Person/Stakeholder interviews, as well as a public recreation and leisure survey. County staff will assist as needed, but individuals/groups will be contacted as requested by the steering committee. (Groups should include: senior groups, businesses, athletic associations, school districts, youth organizations and scouts, environmental groups, watershed groups, surrounding landowners, local clubs, and government agencies and/or authorities.) Consultant will compile all documents for inclusion in final document.
3. **Background Data Collection and Mapping** – Each municipality/County is to supply background data to the selected consultant. Data items should include: available previous master site development plans, community plans pertaining to the parks, mapping, previous surveys or boundary plats, historical information, past planning documents, facilities records, property deeds, easements, agreements, existing community surveys, current operating, maintenance, and revenue information. In the report the Consultant will summarize a general description, natural resources, park systems and overall systems within the community, and identify any critical components from background data. A Base Map will be created from Survey where appropriate, deed plot or other means applicable and satisfactory to DCNR. At a minimum the Plan will include an existing conditions map, a natural resources map (e.g. wetlands, PNDI items, hydrology features, vegetation, deed restrictions, riparian areas), maps with future items identified (include: citation near man-made items to be removed or improved citations by all physical structures), and a land use map. All maps will include, at a minimum, primary park property with boundaries identified, map name, municipal location, map creator, date of creation, north arrow, legend, scale, acreage, surrounding property, and tax identification number. One (1) Site Development Drawing will be created by the Consultant in accordance with DCNR C2P2 Development checklist (attached). It is anticipated that all other Site Development Drawings will be specifically included with their respective Master Site Development Plans.
4. **Site Analysis and Design Considerations** – The Consultant will inspect the site as often as necessary to gather and report a base line for the existing site and gather and detail planned uses for the site. Site information will be analyzed to determine the workable parameter for the proposed uses and facilities for each site. PNDI information will be completed for each site, and detailed problems, solutions, and recommendations shall be provided for in the report. The Consultant will look at cost saving measurements as well as alternative design methods for long term cost savings. All activities will be compliant with current applicable ADA requirements. Stormwater and other applicable permits will also be identified in the report as well in the project cost estimates. As much background information should be detailed in the plan as possible.

The purpose of the activities and facilities analysis will be used to determine the proposed uses for the site, and recommendations will be prioritized and implementable within a reasonable timeframe. Recommendations will also include all uses such as passive, active, conservation, and/or other public uses. Local, state and federal agencies will be contacted where applicable for assistance on best use of unique properties. Public, private and non-profit user groups will be contacted to ensure all elements of the project are reflected.

5. **Cost Analysis** – The Consultant will include cost analysis for any development items described in the Master Site Development Plans. The costs should give the municipalities enough background information to ensure that annual updated cost can be calculated easily for grant applications, basic costs must include at a minimum: engineering, inspection, permitting, and administration, professional services, materials, estimated labor and include a contingency applicable to the development.

If the costs are excessive during draft phase of the development of the plan, the Consultant shall phase development. While it may not always be necessary, the chosen Consultant should demonstrate the ability to provide the municipalities with implementation strategies to complete the project within a desired amount of time.

6. **Operating Costs and Revenue Projections** – The Consultant shall comply with DCNR Master Site Development Plan Scope of Work Guidelines for maintenance, operating costs, and revenue at a minimum. The Consultant should detail in the proposal how they anticipate achieving these requirements. Items include the following:

- Describe and analyze existing level of operations and maintenance personnel, including paid staff and volunteers.  
Maintenance and operating costs for existing and proposed new facility(s):
  - Determine the life cycle cost of the facility(s) can be lowered by using alternative sustainable design and construction materials and practices
  - List and discuss various materials that could be used to lower long-term maintenance cost.
  - Administration (insurance, office supplies, phone, internet public relations rentals, trainings, and any other applicable items)
  - Personnel (include list employment positions, number of employees, estimated salaries or wages by position, fringe benefits, overtime, temporary employment)
  - Maintenance equipment needed to maintain the site and facilities
  - Supplies and materials (concession, custodial, motor vehicle fuel, and supplies, tools and mechanical supplies, utilities, equipment rentals, any other applicable items used at the park)
  - Program costs (general description of the program, number of participants, costs related to program implementation)
  - Contracted services for operation and maintenance
  - Annual capital outlay for major equipment
  - Debt services
- Revenue:
  - Project anticipated revenues for a set period by area facility and source. Include all items of revenue that may be applicable to the proposed site use and development
  - Daily admission or entrance fee
  - Season permits
  - Facility rental
  - Concession
  - General municipal tax support
  - Other sources of income

- Overview: The Consultant should clearly show in each narrative the cost benefit of the removal or addition of programs and/or facilities to make the park a more sustainable facility over the next 25 years. Items should be discussed with steering committees and elected officials to understand the decisions identified in the plans.
- 7. **Site Specific Greenways/Trail Recommendations** –The Consultant should show the correlation between the County Greenways Plan Update and these four (4) Master Site Development Plans clearly in narrative and drawing depictions. One of the goals of all the plan documents is to show the regional connections between all four facilities as well as the county greenway corridors. Care should be taken to ensure property owner discussions take place and plan recommendations are implementable and not convenient for a connection or line on a map. At the completion of all these documents, the County and municipalities should be able to clearly identify development projects for funding requests.
- 8. **Final Product** – All aspects of this scope of work must be included (brief executive summary used to apply for funding, summary of public participation process, summary of background information and data, site information, activities and facilities analysis, design considerations, alternative plans if presented, itemized cost estimates, phased development if applicable, operation and maintenance costs and revenue, site development drawings (DCNR required)). Site Development Drawings must be appropriate for municipalities to implement, and back-up plans can be included in the narrative portion. The plans must be submitted to the community in electronic and hard copy form. The Consultant will supply DCNR with the required number of copies or electronic files as may be requested to close-out the grant. Each municipality will receive a minimum of three (3) sets of each (three CD's of electronic data and three hard copy sets of plans and drawings). Reproduction of more copies will be at the municipalities cost. The County will receive one (1) electronic set and one (1) hard copy of all items created for each municipality.

#### SECTION 4. CONSULTANT QUALIFICATIONS

##### **GENERAL CONSULTANT QUALIFICATIONS**

Comprehensive recreation, master, and greenways plans are typically developed by a team of professionals that include various disciplines such as: landscape architects, community planners, and recreation and park professionals. Regardless of the planning project type, the 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 management and operation of these facilities/amenities.
5. Have documented experience in setting goals, analyzing problems, generating alternative solutions, and providing recommendations and implementation strategies.

6. A consultant or consulting team with documented expertise in greenways and trails planning is required.
7. The Bureau requires that the Master Site Development Plan, including the maps and report, be under a seal of a licensed professional who is authorized by Pennsylvania law to apply the seal. 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.
8. A biologist is required to survey the project site if the jurisdictional agency/agencies reviewing your PNDI require a field survey to be completed.

## SECTION 5. REQUIRED SUBMITTALS

### 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)
- The firm's contact person and telephone number, email, and mailing information

### B. Firm Profile

This consists of the following:

- A statement of the firm's experience in conducting work of the nature sought by this RFP
- The location of the firm's office that will perform the work.
- Resumes of individuals proposed to complete 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)
- 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

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

- For each person assigned to the work, the title/rank 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 Lawrence County. However, approval will not be denied if the staff replacement is determined by Lawrence County to be of equal ability or experience to the predecessor.

Your method of billing must be stated. The preferred practice of Lawrence County is to pay upon completion of the work and receipt of the required report. However, Lawrence County 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. Copies of proposal  
Submit two hard copies, one bound and one unbound for reproduction, and one electronic version.
- G. 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).

#### SECTION 6. EVALUATION CRITERIA

An evaluation committee will be established to review proposals received on time and deemed complete.

- A. Technical Expertise and Experience – 40 points  
The following factors will be considered:
- The firm’s experience in performing similar work
  - The expertise and professional level of the individuals assigned to conduct the work
  - The clarity and completeness of the proposal and the firm’s demonstrated understanding of the work to be performed
- B. Procedures and Methods – 40 points  
The following factors will be considered:
- The techniques for collecting and analyzing data
  - The sequence and relationships of major steps
  - The methods for managing the work to ensure timely and orderly completion
- C. Cost – 20 points  
The following factors will be considered:
- The number of hours of work to be performed
  - The level of expertise of the individuals proposed to do the work
- D. Oral presentation –

Any or all firms submitting proposals may be invited to give an oral presentation of their proposal. Oral presentation will be used in the event the committee has a tie or feels further clarification is needed.

#### SECTION 7. CONTRACT FOR PROFESSIONAL SERVICES (FORM)

A contractor agreement is included (beginning on next page) for review.

**CONTRACTOR AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the COUNTY OF LAWRENCE, a Fifth Class County, under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as the COUNTY

**AND**

\_\_\_\_\_, hereinafter referred to as the CONSULTANT.

**WHEREAS**, the COUNTY desires to create a Lawrence County Greenways Plan Update and Four (4) Master Park Site Development Plans, hereinafter referred to as the PROJECT; and

**WHEREAS**, the COUNTY desires the CONSULTANT to provide professional services required to complete the PROJECT; and

**WHEREAS**, the CONSULTANT is equipped and staffed to provide the services required in this Agreement and is qualified by reason of professional registration and experience to perform the services required by this Agreement for the COUNTY.

**NOW, THEREFORE**, for and in consideration of the covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

**ARTICLE I - CONTRACT DOCUMENTS**

This Agreement consists of the following documents:

- A. This Agreement
- B. BID DOCUMENTS dated April 2015.
- C. Questions and Responses to the BID DOCUMENTS, if any.
- D. CONSULTANT’S Bid for the PROJECT dated \_\_\_\_\_ attached hereto and made part hereof as Appendix B.
- E. Non-Collusion Affidavit, Lawrence County Affidavit and Certificate of Non-Segregated Facilities, Workman’s Compensation Affidavit and Certificate of Insurance executed by the CONSULTANT, attached hereto and made part hereof as Appendix C.
- F. Any other document County deems pertinent and necessary to be included as Contract Document.

**ARTICLE II- SCOPE OF WORK**

The CONSULTANT shall perform all professional services necessary for the implementation and completion of the PROJECT, including without limitation, the work and work scope as described hereinabove in ARTICLE I- CONTRACT DOCUMENTS. In the event of any conflicts between/among the Contract Documents, the more stringent requirement shall apply or the COUNTY and CONSULTANT shall mutually resolve any conflicts between/among the Contract Documents.

**ARTICLE III – PROJECT BUDGET**

It is understood and agreed by the CONSULTANT, that the contract amount for this PROJECT, is \_\_\_\_\_ and shall not exceed this agreed upon figure.

**ARTICLE IV – COMPENSATION AND METHOD OF PAYMENT**

A. The COUNTY will compensate the CONSULTANT for the actual work performed in accordance with the bid documents, in an amount not to exceed the hereinabove in ARTICLE III-PROJECT BUDGET.

B. The CONSULTANT agrees to submit to the COUNTY itemized invoices and said invoices shall be submitted not more frequently than on a monthly basis and approval of the work performed by the Lawrence County Planning Commission.

C. The COUNTY shall pay the CONSULTANT within forty-five (45) working days.

D. The CONSULTANT shall submit all invoices within one (1) month after the completion date of the contract or no later than June 30<sup>th</sup>, 2016.

**ARTICLE V - TERMS AND TERMINATION**

A. The CONSULTANT shall commence work immediately upon written authorization to proceed from the COUNTY and shall complete all work by May 31<sup>st</sup>, 2016.

B. Termination of Agreement for Cause. If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) working days before the effective date of such termination. At the option of the COUNTY, the CONSULTANT may be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

C. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the CONTRACT, and the COUNTY may withhold any payments to the CONSULTANT for purpose of set-off until such time as the exact amount of damages due the COUNTY from the CONSULTANT is determined.

D. Termination for Convenience of the COUNTY. The COUNTY may terminate this Agreement at any time by giving at least ten (10) working day notice in writing to the CONSULTANT. If the Agreement is terminated by the COUNTY as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination day. If this Agreement is terminated due to the fault of the CONSULTANT, Paragraph “B” hereof relative to termination shall apply.

E. The right to terminate shall be in addition to all the remedies which are or may be available to the COUNTY for CONSULTANT’S breach of any covenant, term or condition of this Agreement.

**ARTICLE VI- INSURANCE & INDEMNIFICATION**

A. The CONSULTANT shall defend, indemnify, protect, and hold harmless the COUNTY, and its officials, directors, employees, agents, representatives, successors and assigns (“Indemnified Parties”), of, from, and against any and all suits, actions, claims, losses, damages, liabilities, costs and expenses including, but not limited to, those in connection with loss of life, bodily and personal injury or loss, damage or destruction of property (real or personal, and regardless of ownership), which the Indemnified Parties or any of them may

sustain, incur or suffer, which may be asserted against any of them, or to which any of them may become subject, which arises out of or is in any way connected or associated with the services provided by CONSULTANT in this Agreement.

- B. CONSULTANT shall give the COUNTY prompt and timely notice of any claims made or suits initiated which in any way, directly or indirectly, contingently or otherwise, affect or might affect the COUNTY.
- C. The CONSULTANT shall, at its sole cost and expense maintain in effect the following insurance coverage's at all times during the term of the Agreement, and prior to the execution of this Agreement, shall deliver to the COUNTY certificates setting forth required insurance. Each policy shall be endorsed to provide for 30 day written notice to the COUNTY, in the event of termination, cancellation or material change in the terms of the contract and shall name the COUNTY OF LAWRENCE as an additional insured:
  - 1. Workers' Compensation Insurance including Employer's Liability Insurance in accordance with the Pennsylvania Workers' Compensation Act.
  - 2. Comprehensive/Commercial General Liability Insurance, including Products/Completed Operations Liability Insurance, with a combined single limit of per location of one million dollars (\$1,000,000.00) including bodily injury, property damage and personal injury. The County of Lawrence and its Commissioners shall be named as additional insured with the right of notice in the policy.
  - 3. Comprehensive Automobile Liability Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than five hundred thousand (\$500,000.00) for bodily injury and property damage.
  - 4. Professional Liability Errors & Omissions Insurance in the amount of not less than five hundred thousand (\$500,000.00) for each occurrence.
  - 5. Such other insurance in amounts containing provisions as the County may reasonably, from time to time in their discretion, require.
- D. The CONSULTANT shall provide a certificate of insurance making certain that the certificate contains an original signature of an authorized representative and the holder is listed exactly as follows:

County of Lawrence County  
430 Court Street  
New Castle, PA 16101

#### **ARTICLE VII-COUNTY'S REPRESENTATIVE**

The Lawrence County Department of Planning and Community Development (LCDPCD) has been designated by the COUNTY to administer this Agreement on behalf of the COUNTY. The Director of the LCDPCD will therefore administer this Agreement on behalf of the COUNTY and all correspondence from the CONSULTANT shall be sent to the DIRECTOR at 430 Court Street, New Castle, PA 16101.

#### **ARTICLE VIII- MISCELLANEOUS**

- A. Assignability: The CONSULTANT shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the COUNTY thereto.
- B. Reports and Information.
  - a. The CONSULTANT, at such times and in such forms as the COUNTY may require, shall furnish the COUNTY such periodic reports as it may request pertaining to the

work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

- b. The CONSULTANT shall allow access by the COUNTY, the DCNR, the U.S. Department of Labor and Industry, the Comptroller General of the United States or any other duly authorized representatives of the Federal Government, The State Government or the COUNTY to any books, documents, papers and records of the CONSULTANT which are directly pertinent to the this Agreement for the purposes of making audit examinations, excerpts, and transactions.

C. Records and Audits.

- a. The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Agreement and such other records as may be deemed necessary by the COUNTY, and DCNR to assure proper accounting for all project finds, both the FEDERAL and non-Federal shares. These records will be made available for audit purposes to the COUNTY or any authorized representative, and will be retained for a minimum of three (3) years after the expiration of this Agreement unless permission to destroy the is granted by the COUNTY.

- D. Compliance with Laws. The CONSULTANT shall comply with all applicable laws, ordinances, permits, regulation, guidelines, codes etc. of the Federal, State, and Local Governments.

- E. Modifications. The terms and conditions set forth above represent the entire understanding between the parties. Any modification or amendment must be in writing and approved by the COUNTY.

- F. Choice of Law and Venue. Pennsylvania law shall govern this Agreement and The Court of Common Pleas of Lawrence County, Pennsylvania shall be the venue for any legal action arising from or associated with this Agreement.

**ARTICLE IX-OWNERSHIP**

The final product produced by the work of the CONSULTANT, and any and all supporting documents associated with the final product, or this Agreement shall be owned by the COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed the CONSULTANT Agreement the date and first above mentioned, intending to be legally bound hereby.

WITNESS:  
(SEAL)

COUNTY OF LAWRENCE  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
DAN VOGLER, Chairman

\_\_\_\_\_  
STEVE CRAIG

\_\_\_\_\_  
ROBERT DEL SIGNORE, SR.

COUNTY ADMINISTRATOR/CHIEF CLERK

\_\_\_\_\_  
JIM GAGLIANO

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

CONSULTANT:

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
IRS Tax Number

\_\_\_\_\_  
Phone Number

## APPENDIX A

### NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The GRANTEE agrees:

1. In 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, by reason of gender, race, creed, or color, discriminate 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 against or intimidate any of its employees on account of gender, race, creed, or color.
3. The GRANTEE, any subgrantee, contractor, or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The GRANTEE, any subgrantee, contractor, or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which the grant relates.
5. The GRANTEE, any subgrantee, contractor, or any subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and record and permit access to their books, records, and accounts by the DEPARTMENT and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with this Nondiscrimination/ Sexual Harassment Clause. Within 15 days after award of the grant, the GRANTEE shall be required to complete, sign, and submit Form STD-21, the "Initial Contract Compliance Data" form. If the GRANTEE has fewer than five employees, or if all its employees are from the same family, or if it has completed the STD-21 form within the past 12 months, it may, within 15 days after award of the grant, request an exemption from the STD-21 form from the DEPARTMENT.
6. The GRANTEE, any subgrantee, contractor, or any subcontractor shall include 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 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 this Nondiscrimination/Sexual Harassment Clause. In addition, the DEPARTMENT may proceed with debarment or suspension and may place the GRANTEE, subgrantee, contractor, or subcontractor in the Contract Responsibility File.

**Based on Management Directive 216.16 amended (9/1/10)**

**APPENDIX B**

**BID DOCUMENTS  
(TO BE INSERTED)**

## **APPENDIX C**

### **NON-COLLUSION AFFIDAVIT; CERTIFICATE OF NON-SEGREGATED FACILITIES; WORKMAN'S COMPENSATION AFFIDAVIT; CERTIFICATE OF INSURANCE**

1. This Noncollusion Affidavit is material to any contract/purchase order awarded pursuant to this bid. According to Section 4507 of Act 57 of May 15, 1998, 62 Pa. C.S. § 4507, governmental agencies may require Noncollusion Affidavits to be submitted with Bids.
2. This Noncollusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to submit an affidavit with the bid proposal in compliance with these instructions may result in disqualification of the bid.

**NONCOLLUSION AFFIDAVIT**

Contract/Resolution No: \_\_\_\_\_  
State of Pennsylvania:  
County of Lawrence: s.s.

I state that I am \_\_\_\_\_ (TITLE) \_\_\_\_\_ of \_\_\_\_\_ (Name of Firm) \_\_\_\_\_ and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and, officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount for this bid, and another neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) \_\_\_\_\_ (NAME OF FIRM) \_\_\_\_\_ its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ (NAME OF FIRM) \_\_\_\_\_ understands and acknowledges that the above representations are material and important, and will be relied on by THE COUNTY OF LAWRENCE in awarding the contract(s)/purchase order(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Lawrence of the true facts relating to the submission of this bid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signatory's Name

\_\_\_\_\_  
Signatory's Title

SWORN TO ME AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public My Commission Expires: \_\_\_\_\_

**CERTIFICATE OF NON-SEGREGATED FACILITIES**

We, \_\_\_\_\_ (Company)

Certify that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed Subcontractors for specific time periods) we will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**AFFIDAVIT**

**ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT**

State of Pennsylvania

SS:

County of Lawrence

\_\_\_\_\_  
Name of Officer, if Corporation

\_\_\_\_\_  
Title of Officer, if Corporation

\_\_\_\_\_  
Name of the Consultant

being duly sworn according to law, deposes and say that he/they/ it has/have accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments, and has/have insured his/their/its liability thereunder in accordance with the terms of said Act with \_\_\_\_\_ Company.

\_\_\_\_\_  
CONSULTANT

BY \_\_\_\_\_  
Signature of Officer or Agent

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Public

**(INSERT CERTIFICATE OF INSURANCE)**

**APPENDIX D**  
**DCNR PARK SDD CHECKLIST**  
**(INSERTED)**