



SHORT NOTICE REQUEST FOR PROPOSAL

**Professional Concept Design Services for
Parking and Visitor Access
at the Fox Hollow Nature Preserve
as part of the
Lancaster Conservancy's Lancaster River Hills Conservation Area**

PROJECT OVERVIEW

The Lancaster County Conservancy (hereafter referred to as “the Conservancy”) of Lancaster County, Pennsylvania, a 501(c)(3) charitable organization that owns and manages preserved natural lands in Lancaster, York, Dauphin, and Chester Counties, (www.lancasterconservancy.org), seeks proposals from qualified Landscape Architecture and/or Civil Engineering Design Firms to participate in workshop sessions and prepare design solutions for parking and visitor access at the Conservancy's Fox Hollow Nature Preserve. The Preserve is part of the Conservancy's Lancaster River Hills Conservation Area (LRHCA), located in Martic Township, Lancaster County, Pennsylvania.

This project is funded in part by a Passion Grant from the Lancaster County Community Foundation (LCCF) and is to be used for concept planning to improve user access to the Fox Hollow Nature Preserve.

Please provide via email an electronic copy of your proposal with “Fox Hollow Parking and Visitor Access” written into the subject line no later than Monday, March 3rd, 2023, to Mark Heller, mheller@lancasterconservancy.org.

If additional information is needed, please contact Mark Heller using the email address above or by calling (717) 979-6244.

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I. Project Description

FOX HOLLOW NATURE PRESERVE

Regional Context Considerations

The 63-acre Fox Hollow Nature Preserve is part of the multi-parcel 1627+ acre permanently protected forested natural lands and meadows that comprise the Lancaster Conservancy's Lancaster River Hills Conservation Area (LRHCA). The Conservation Area is replete with open fields, wooded slopes, and diverse habitats that host an array of rare, threatened, and endangered native plant and animal species and contains several headwaters and first-order streams that flow directly into the Susquehanna River. Importantly, the Conservation Area sits within the Pennsylvania Department of Conservation and Natural Resources (DCNR) designated Susquehanna Riverland's Conservation Landscape (SRCL), which is one of eight DNCR-designated [Conservation Landscapes](#), and is defined by the scenic and historic Lower Susquehanna River Corridor in Lancaster and York Counties in South Central Pennsylvania. The landscape is geographically defined as including all municipalities and boroughs in Lancaster and York Counties that share a border with the Susquehanna River or are enveloped by municipalities that do and is home to over 16,000 acres of public natural lands. Additionally, the LRHCA is nested within the [Captain John Smith Chesapeake National Historic Trail Corridor](#), an area designated by the National Park Service that encompasses much of the Lower Susquehanna River and Chesapeake Bay. Furthermore, the area is also embedded within the [Susquehanna National Heritage Area](#), the nation's 55th National Heritage Area.

Property Background

The Lancaster Conservancy started acquiring the land from PP&L Utilities that would become Fox Hollow Nature Preserve in 2016. To date, Fox Hollow Nature Preserve protects and conserves a total of 63 acres of public land. The Conservancy targeted this property for multiple reasons, one being the 1.25 Mile section of easy-grade hiking trail that utilizes the historic Pequea Trolley Line which runs parallel along Pequea Creek. A section of the 63-mile-long Conestoga Trail, which runs from the Horseshoe Trail and US-322 (4 miles west of Brickerville) to the Southern end of Lancaster County, where it crosses the Norman Wood Bridge to connect with the Mason Dixon Trail, traverses the same 1.25-mile trail within the Preserve. Additionally, the Preserve's southern boundary abuts with the northern boundary of the 88+ acre Pennsylvania Game Commission (PGC) State Game Lands No.288 creating a de facto larger contiguous area of preserved public land.

Wildlife abounds along Pequea Creek with many songbirds, raptors and small mammals being seen. Rock outcroppings add visual seasonal interest, and this section of the creek is a big draw for paddle sports. Hikers often observe kayakers and canoers paddling the water through riffles and drops as well as the Class III double drop at the locally known and named Suzy's Hole.

Prior to the Conservancy acquiring ownership from PP&L Utilities, the prior owner of the former Marticville Inn built a still intact parking lot at the corner of River and Marticville Road. For the public to access this parking lot, they need to cross a 32-foot-wide paved, privately owned parcel. The private parcel landowner has indicated an interest in allowing the public to cross this section if in turn, the Conservancy can open and improve access to Pequea Creek.

Currently there is no off-road parking, no permanent protection for the continuity of the regional Conestoga Trail, and no solidified public access for the PA State Game Lands. Further, there is no sustainable creek access for paddle craft. Approximately 5.7 miles of stream exist between the public launch at Silver Mine Park in Pequea Township and an informal portage at Fox Hollow Nature Preserve in Martic Township. Typically, many canoers and kayakers take out at our Fox Hollow Nature Preserve.

By getting the current ad-hoc vehicular parking off the shoulder of River Road and creating formal access, safety will be improved for those who visit. As this is public land, this project will serve not only the residents of Martic Township but also Lancaster County residents and all those from out of the area who come to visit.

Project Vision

This proposed Parking and Visitor Access would serve multiple public open spaces and uses including Fox Hollow Nature Preserve, State Game Lands No.288, the Pequea Creek, and a section of the regional Conestoga Trail, none of which currently have adequate, safe public access. Current access to these open spaces is limited to shoulder parking at the busy intersection of Marticville Road (SR 0324) and River Road (SR 3017). There is no other single feasible access point that can serve as improved access for all these specific public open spaces and recreation opportunities.

The development of a Concept Plan that has agreement from all the key stakeholders is vital to ensure that all public interests and all needs of each partner are considered, while any possible conflict of use is resolved through sound and sustainable planning.

PROJECT FUNDING

Funding is provided by the Lancaster County Community Foundation (LCCF) and private donations.

RFP SCHEDULE

Table 1: RFP Schedule

RFP Available	Friday, February 10th, 2023
Deadline to Submit Questions to the Conservancy	Friday, February 17 th , 2023
Deadline for Conservancy to Respond to Questions	Wednesday, February 22 nd , 2023
Proposal due date	Friday, March 3rd, 2023
Firm selection and notice	Wednesday, March 8th, 2023

II. SCOPE OF WORK

Scope of Work

The Design Professional would participate in a minimum of three workshop sessions with the Key Stakeholders for this project plus conduct office research and provide concept design services based on workshop, field, and office research. Besides the Lancaster Conservancy, the Key Stakeholders include but may not be limited to: Pennsylvania Game Commission (neighboring State Game Lands No.288), Pennsylvania Fish and Boat Commission (interested party with responsibility for boater access and safety on Pennsylvania waterways), Private Landowner (32-foot-wide strip of land), Martic Township (municipal interests).

The Conservancy will have the responsibility of scheduling the Key Stakeholders for participation.

The area of interest is shown on the map in Appendix A in this RFP. The project elements shall include, but not be limited to:

1. A base map of available published information including property lines, utilities, roads, waterways, and other significant features important to the design.

2. Design concept plans developed via information gleaned from workshop sessions and field & office research that address the needs of the Key Stakeholders for public parking, user access and related concerns for:
 - Fox Hollow Nature Preserve: access for hikers, day users and maintenance purposes.
 - Conestoga Trail: section and through hikers.
 - PA State Game Lands No.288: outdoor sportsman and hikers.
 - Pequea Creek: water related activities (paddle sports, tubing).
3. Final Design Plan that addresses the Key Stakeholder needs. The intent is that this Plan will be signed off on by all Key Stakeholders involved.
4. Identify any significant items (approvals, ecological permits, historic concerns, etc..) that need to be addressed in furtherance of the Final Concept Plan
5. A best opinion of probable costs based on the Final Design Plan that would be used to achieve funding for final engineering, permitting and construction.

Additionally, the project deliverables and associated deadlines are outlined in table 2, below:

Table 2: Project Deliverables and Deadlines for All Project Components

Base Plan Data Development	March 2023
Key Stakeholder Meetings (3 meetings)	April – June 2023
Concept Designs	April – June 2023
Final Concept with Key Stakeholder Signatures	July 2023
Cost Estimate for Final Engineering, Permits and Construction	July 2023

During all aspects of this project, the selected Firm shall:

1. Consult with relevant Lancaster Conservancy, Key Stakeholder, and Martic Township personnel.
2. Fully consider, evaluate and where appropriate include Universal Access to the Conestoga Trail and Pequea Creek.
3. Comply with the Nondiscrimination/Sexual Harassment Clause (see Appendix B).
4. Determine all applicable federal, state, and local laws, regulations, and ordinances necessary to secure all appropriate public or private permits and consents.
5. Fully consider, evaluate, and where appropriate implement sustainable site design and green infrastructure elements that could be used to reduce environmental impact,

potentially lower maintenance and operation costs, and conserve energy (e.g., stormwater best management practices, landscaping with native plants ...etc.).

III. CONSULTANT QUALIFICATIONS

The Professional Services Firm that the Conservancy seeks must meet the following qualifications listed below:

- (1) Meets or exceeds the Federal, and State of Pennsylvania standards set forth for Professional Licensing and Practice for the specialties required for this project.
- (2) Demonstrated proficiency and qualifications to expertly provide the necessary services as defined in Section II: Scope of Work, above.
- (3) Have familiarity with and adhere to the [Land Trust Standards and Practices](#) that are relevant to the work.

IV. PROPOSAL FORMAT

Letter of Transmittal

This letter must include the following:

- (1) A statement demonstrating the firm's understanding of the work to be performed.
- (2) A statement confirming that the firm meets the Consultant Qualifications (See Section III above).
- (3) The Firm's point of contact for correspondence regarding this RFP including name, title, mailing address, telephone number, and email address.

Profile of Firm and Project Team

This consists of the following:

- (1) A statement of the firm's experience in conducting work of a similar nature sought by this RFP; advertising brochures may be included in support of this statement.
- (2) The location of the firm's office that will perform the work.
- (3) Resumes of individuals (consultants, employees) proposed to conduct the work and the specific duties of each employee in relation to the work.

- (4) Subcontractors and subcontractor qualifications with subcontractor fees specifically called out in the proposed budget. Subcontractors must be a registered, licensed, and insured business. The contractor is responsible for the work of subcontractors, and ultimately, the contractor is solely responsible for successful completion of the project contract.
- (5) A reference list of other clients of the firm with contact information.
- (6) Any other information relating to the capabilities and expertise of the firm in doing comparable work, including recent examples of similar work.

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.

Description of Services and Deliverables

For each item in the Scope of Work Deliverables Section, describe the service the firm will provide including identification and description of the elements/items included. Note any exceptions and discuss how the firm will demonstrate that work was completed.

Detailed Work Schedule

The schedule must include timeframes that meet the deadlines listed in this RFP for each major work element and dates for completion of draft and final documents.

Proposed Fees

For each service, the costs must be itemized showing:

- (1) 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. If awarded a contract, the firm may not change the staffing assigned to the project without approval by The Conservancy.
- (2) The reimbursable expenses to be claimed include travel expenses, copies, etc.
- (3) The itemized costs, which must be totaled to produce a contract price. If awarded a contract, the 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. Any changes to the contract must first be approved by the Conservancy in writing.
- (4) See the attached contract for the method of payment.

Contract

Included with this RFP is a draft Lancaster Conservancy contract (see Appendix C.) that should be submitted as part of your proposal. The Conservancy reserves the right to enter into this contract with the successful firm.

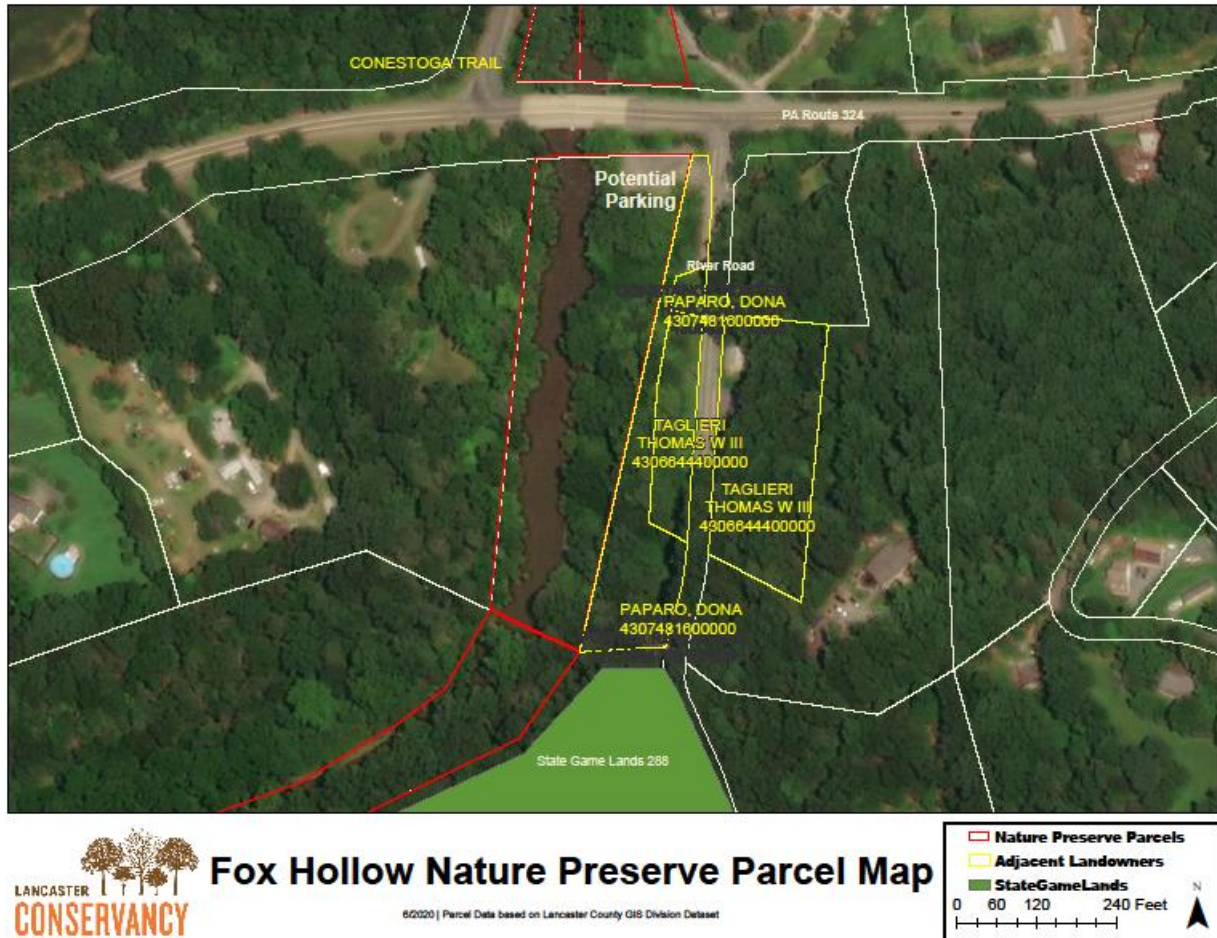
V. SELECTION PROCESS

The Conservancy will be complying with competitive and open bidding procedures. The Conservancy reserves the right to reject any or all proposals and to select the proposal that it determines to meet the funding requirements and be in the best interest of the Conservancy.

The Conservancy reserves the right to approve or disapprove of sub-firms, joint venture partners, or other proposed team members.

The Conservancy reserves the right to cancel or modify this RFP. There is no guarantee that the Conservancy will place the requested services under contract.

APPENDIX A: Fox Hollow Nature Preserve Parcel Map



APPENDIX B: NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE

All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

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 firm, 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 represent 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.

APPENDIX C: SAMPLE CONTRACT

This is a proposed draft contract. The final contract will include specific deadlines, deliverables and edits to the specific project.

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into this _____ day of _____, 2023, by and between the Lancaster County Conservancy, a Pennsylvania non-profit corporation, 117 South West End Avenue, Lancaster Pennsylvania 17603 ("Conservancy"), and _____ ("Consulting Firm").

WHEREAS, the Conservancy desires to have certain one-time professional consulting work to provide _____ services for implementing _____ at the _____ Preserve in the _____ Conservation Area, _____ Township, _____ County, PA.

WHEREAS the Conservancy desires to enter into a contract for this work pursuant to a Request for Proposals and all Appendices and other attachments thereto ("RFP") issued by the Conservancy;

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 fully equipped and staffed in house to perform the work;

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

1. Services to be Performed: Consulting Firm shall provide professional consulting services in accordance with the RFP including, but not limited to, all requirements of the _____, all Appendices and all other attachments, and the Consulting Firm's proposal in response to the RFP, all of which when taken together form this agreement ("Contract").
2. Contract Price: The total contract price is not to exceed _____

This includes all costs and expenses of Consulting Firm and any reimbursables.

3. Consulting Firm Staff: Consulting Firm shall obtain prior written approval from the Conservancy of any changes to the staffing stated in its proposal. Consulting Firm shall submit a written request to substitute staff with sufficient written documentation to permit the Conservancy to determine whether the proposed staff replacement is of equal ability or experience. The Conservancy shall communicate their acceptance or rejection of a substitute staff person in writing within ten (10) days of receipt of the written request. In no event shall any changes in staffing involve an increase in per hour rates for an approved substitute staff person.

4. Subcontractors: The subcontractors presented by the Consulting Firm within the bid package with fees specifically called out in the budget must be registered, licensed, and insured in the State of Pennsylvania. The Consulting Firm is solely, totally, and absolutely responsible for any and all actions of its subcontractors and compliance by the subcontractors with all of the Contract requirements. The Consulting Firm may not substitute or modify the subcontractors without the prior written approval of the Conservancy.
5. Payments:
- a. Invoices for completed work should be submitted to the Conservancy no more than monthly and upon completion of the project. The Conservancy may request additional data substantiating the Consulting Firm's right to payment.
 - b. Upon approval of these invoices the Conservancy will issue payment no later than thirty (30) days from receipt thereof. If for any reason any item submitted is not approved the Conservancy shall provide Consulting Firm with an outline of the reasons for their denial and an opportunity to cure the defect or defects.
 - c. With submission of the full final report the Consulting Firm may submit to the Conservancy itemized invoices for up to ninety percent (90%) of the total Contract price. The invoices shall separately itemize work completed in accordance with the RFP, Consulting Firm's proposal in response to the RFP. The Conservancy may request additional data substantiating the Consulting Firm's right to payment.
 - d. The Conservancy shall make final payment of 10% of the funds available to the Consulting Firm under this Contract within 30 days.
 - e. Acceptance of final payment by the Consulting Firm shall constitute a waiver of any and all claims by Consulting Firm.
6. Insurance: Consulting Firm, shall at Consulting Firm's sole cost and expense, shall maintain: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent necessary under applicable law, (3) professional liability insurance (if such exposure exists) in such amounts to afford minimum protection per occurrence as described below, and for such risks as the Conservancy may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by Consulting Firm. All Policies of Insurance, including policies for any amount carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance and shall be maintained continuously in full force and effect.

Minimum Liability Insurance Requirements:

General Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

\$1,000,000 Each Occurrence

\$5,000 Medical Expense (any one person)

Auto Liability: \$1,000,000 Combined Single Limit

Workers' Compensation: Statutory

Employers Liability: Bodily Injury by Accident \$100,000.00 Each Accident

Bodily Injury by Disease \$100,000.00 Each Employee

Bodily Injury by Disease \$500,000.00 Policy Limit

Umbrella Liability: \$1,000,000 – 10,000,000

Z. Requirements for Insurance: Except as otherwise approved by the Conservancy in writing, the following provisions shall apply to each and every policy of insurance which Consulting Firm is required hereunder to carry:

- a. The form, amount and coverage of each policy, and the insurer under each policy (which must be duly licensed by Pennsylvania), shall be subject to the Conservancy's approval;
- b. Consulting Firm shall cause each insurance carrier to deliver its certificate of insurance to the Conservancy and to any other party designated by the Conservancy, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the Conservancy's request;
- c. At least thirty (30) days prior to the expiration of each policy, Consulting Firm shall provide the Conservancy with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage a sixty (60) days' notice of such action shall be sent via certified mail to the Conservancy.
- d. Consulting Firm shall not permit any condition to exist and shall not commit any act or omission, which would wholly or partially invalidate any insurance.
- e. The Conservancy shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability.

The requirements described above are also applicable to any and all other employees or subcontractors hired by the Consulting Firm and approved by the Conservancy to perform work under this Contract.

8. Compliance with Law. The Consulting Firm shall comply with all federal, state, and local laws and regulations, and with any and all terms of required licenses and permits.

9. Required Resolution. If Consulting Firm is a Corporation, Partnership, Limited Liability Company or other legal entity, execution of this Contract is contingent upon the Conservancy receiving a fully executed Resolution authorizing the execution of this Contract on behalf of the Consulting Firm.
10. Termination by the Conservancy for Convenience: The Conservancy may, at any time, terminate this Contract for the Conservancy's convenience and without cause. The Consulting Firm shall receive written notice and shall be entitled to receive payment for work executed, and costs incurred as of the date of written termination.
11. Access: The Conservancy shall provide the Consulting Firm with reasonable access to Conservancy personnel, facilities, and information necessary to properly perform the work required under this Contract.
12. Copyright: All copyright interests in work created under this Contract are solely and exclusively the property of Conservancy. 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 Conservancy. 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.
13. Indemnification: To the fullest extent permitted by law, the Consulting Firm shall indemnify and hold harmless the Conservancy, its principals, directors, officers, agents, employees, volunteers, coordinators, sponsors, and partners, Grantors and all their successors and assigns from and against any and all claims, suits, actions, causes of action, liabilities, fines, penalties, costs, expenses, damages, and losses, including but not limited to attorneys' fees and costs, arising out of or resulting from performance of the work, and any activities of the Consulting Firm, its employees, agents, contractors, invitees, and guests, but only to the extent caused by the negligent acts or omissions of the Consulting Firm or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the Conservancy.
14. Assignment: Consulting Firm shall not be entitled to assign this Contract without the prior written consent of the Conservancy.
15. Gender and Number: Whenever the context so requires, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.
16. Entire Contract: This Contract contains the complete and entire Contract between the parties respecting the transaction contemplated herein, and supersedes all prior negotiations, Contracts, representations, and understandings, if any, between the parties respecting such matters.
17. Counterparts: This Contract may be executed in any number of original counterparts, all of which evidence only one Contract, and only one of which need be produced for any purpose.

18. Modifications: This Contract may not be modified, discharged, or changed in any respect whatsoever, except by a further Contract in writing duly executed by Consulting Firm and the Conservancy. However, any consent, waiver, approval, or authorization shall be effective if signed by the party granting or making such consent, waiver, approval or authorization.

19. Notices: Any notice, demand, consent, authorization, or other communication (collectively a "Notice") which either party is required or may desire to give to, or make service upon the other party pursuant to this Contract shall be effective and valid only if in writing, signed by the party giving such Notice, and delivered (a) personally (upon an officer of the other party if such party is not an individual) to the other party; or (b) by next-day express courier or delivery service; providing for a receipt; or (c) by registered or certified mail of the United States Postal Service, return receipt requested, addressed to the other party as follows (or to each other address or person as either party or person entitled to Notice may by Notice to the other specify):

Unless otherwise specified, notices shall be deemed given when received. If delivery is not accepted, said Notice shall be deemed given on the earlier of the date delivery is refused or the third day after the same is deposited with the United States Postal Service.

20. Recitals: All recitals referred to in this Contract are incorporated herein by reference and shall be deemed part of this Contract for all purposes as if set forth at length herein.

21. Governing Law: This Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of law's provisions. Venue for all actions shall be in the Lancaster County Courts.

22. Captions: The captions of this Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope, meaning or intent of this Contract.

23. Severability: The invalidity or unenforceability in any particular circumstance of any of the provisions of this Contract shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

24. No Joint Venture, Partnership, Agency, etc.: This Contract shall not be construed as in any way establishing a partnership, joint venture, express or implied agency, or employer-employee relationship between Consulting Firm and the Conservancy.

25. Third Party Beneficiaries: This Contract is for the sole benefit of the parties hereto, their respective successors and permitted assigns, and no other person or entity shall be entitled to rely upon or receive any benefit from this Contract or any term hereof.

26. No Waiver: No consent or waiver, express or implied, by LCC to or of any breach of any representation, covenant or warranty of Consulting Firm shall be construed as a consent or waiver to or of any other breach of the same or any other representation, covenant or warranty.

27. Remedies: All of the rights and remedies of either party under this Contract are intended to be distinct, separate and cumulative and no such right or remedy herein or therein mentioned is intended to be in exclusion of or a waiver of any of the others except as otherwise provided herein.

28. Survival: The covenants, warranties, representations and indemnities contained herein shall survive the Contract.

29. Execution: The submission of this Contract for examination does not constitute an offer by or to either party. This Contract shall be effective and binding only after execution and delivery by the parties hereto, which execution by all parties shall constitute the Execution Date.

This Contract may be executed in several counterparts, which when taken together shall be deemed to be an original. Each executed copy hereof shall be deemed an original.

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

WITNESS:

LANCASTER COUNTY CONSERVANCY:

Philip R. Wenger, President & CEO