



# REQUEST FOR PROPOSAL

## PARKING LOT & UNIVERSAL ACCESS TRAIL CONSTRUCTION

### AT MILL CREEK FALLS NATURE PRESERVE

### I. PROJECT DESCRIPTION

The Lancaster Conservancy (hereafter referred to as “The Conservancy”) of Lancaster County, Pennsylvania, a 501(c)(3) charitable organization that owns and manages preserved lands in Lancaster, York, Dauphin, and Chester Counties ([www.lancasterconservancy.org](http://www.lancasterconservancy.org)), seeks proposals from qualified Site Excavation and Construction Services (“Contractor”) to build a crushed stone parking lot with associated storm water controls and resurface an existing single-track roadway as a universally accessible trail on its 90+ acre Mill Creek Falls Nature Preserve located at 300 East Telegraph Road, Airville, Lower Chanceford Township, York County, Pennsylvania.

Please provide via email an electronic copy of the updated proposals clearly labeled “Mill Creek Falls Nature Preserve Parking and Trail” no later than **Monday, June 30th , 2023 by 12 P.M. EST** to Mark Heller, [mheller@lancasterconservancy.org](mailto:mheller@lancasterconservancy.org) or (717) 979-6244 \*

*\*Note: Mark will have limited availability from 6/5 through 6/20/2023. Please contact Steve Mohr, Jr., [smohr@lancasterconservancy.org](mailto:smohr@lancasterconservancy.org) , or (717) 538-211 during that time frame.*

### II. RFP SCHEDULE & PROJECT DEADLINE

RFP Extended	Friday, June 2 <sup>nd</sup> , 2023,
Pre-Bid Site Visit @ Mill Creek Falls Nature Preserve	Wednesday, June 14 <sup>th</sup> , 2023, 9 AM EDT
Bid Question Submittal Deadline	Wednesday, June 21 <sup>st</sup> , 2023
Response to Questions	Friday, June 23 <sup>rd</sup> , 2023
Bid due date	Friday, June 30 <sup>th</sup> , 2023 (noon)
Firm selection and notice	Friday, July 7 <sup>th</sup> , 2023
Execution of Contract	Friday, July 14 <sup>th</sup> , 2023
Project Completion Deadline	Friday, August 25 <sup>th</sup> , 2023

### III. SCOPE OF WORK

#### General Scope

Excavation and construction of 1. a crushed stone parking lot and adjoining subsurface stormwater infiltration bed with the associated erosion and sediment pollution controls and, 2. resurfacing an existing single-track roadway including the addition of seating bench rest areas, to meet the requirements of a universally accessible trail at Mill Creek Falls Nature Preserve. This project shall incorporate best management practices to minimize environmental impact on the Nature Preserve and surrounding area. The project goal is to provide adequate parking and universal accessibility for all members of the public to enjoy the Mill Creek Falls Nature Preserve.

#### 1. Parking Lot and Subsurface Stormwater Infiltration Bed Technical and Site-Specific Information:

- Please see the following engineering permit drawing from Site Design Concepts:
  - LDP-1: Lot Development Plan
  - LDP-2: Lot Development Plan Details
  - LDP-3: Drainage Area Map
- The proposed parking lot's area is approximately 11,800 square feet (bidder to verify) and shall consist of 4" of compacted AASHTO #2 stone or equal and be topped with 4" of compacted 2A Modified Stone, as specified in the Lot Development Plan Details.
- In total, this parking lot should accommodate a minimum of 29 parking spaces, 2 of which shall be ADA Accessible spaces built in compliance with spacing and signage standards as detailed within the plan. The ADA Accessible parking spaces shall be paved as noted on the plan and shall meet ADA requirements for surface material, slope, markings, and signage.
- A subsurface stormwater infiltration bed of the location and dimensions shown on the Lot Development Plan and the Lot Development Plan and Details
- The existing subsoil and topsoil removed from the parking area and subsurface infiltration bed shall be used to construct the planting berm as shown on the plan. The berm shall be built using the subsoil for the base and then applying the topsoil to the top. Contractor shall stabilize and seed berm with contractor mix. The berm shall be approximately 140 feet long and 25 feet wide at the base with 4:1 side slope and shall be a minimum of 3 feet high (bidder to verify material quantity from soil removal calculations).
- Installation of swing gate and posts as shown on the Lot Development Plan Details. Gate to be provided by Conservancy.
- Installation of mulch and seeding for the restoration of disturbed finished exposed soil areas.

## 2. Universally Accessible Trail with Bench Seating Rest Areas Technical and Site-Specific Information:

- Please see the attached Existing Site Conditions Plan FSD-2 by Site Design Concepts.
- The proposed Universally Accessible Trail will utilize the existing single-track roadway as shown on the above referenced plan. The existing access road is 8-foot wide and extends approximately 3,285 lineal feet (bidder to verify distance) starting at the proposed parking lot and including the loop at the end.
- Spot grade any necessary areas of the existing roadway for positive drainage.
- Resurface the entire road surface with a minimum of 4 to 6 inches of compacted 2A modified stone and 2 inches of compacted Stone Dust.
- Construct five (5) Bench Seating Rest Areas as shown on the plan and per the details provided. Excavate existing topsoil and subsoil to solid compactable depth and place compacted 2A Modified stone to final level to accept and place 2 inches of compacted Stone Dust.
- Compact all material for trail and rest areas in 3-inch lifts, or less with a vibrating roller or tamping plate.
- Hand rake and reseed any disturbed soil edges.

### During all aspects of this project, the selected Contractor shall:

- Comply with and adhere to all approved and permitted engineering plans as noted above and prepared by Site Design Concepts and Lancaster Conservancy
- Comply with all pre-and post-construction meetings with Lancaster Conservancy and Lower Chanceford Township representatives including permit close-out.
- Comply with all federal, state, and local requirements, laws, regulations, and ordinances including but not limited to 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.

Note: Pre-Bid Site Visit:

A pre-bid site visit will be held a 9AM EDT on Wednesday, June 14<sup>th</sup> at the Mill Creek Falls Nature Preserve, 300 E. Telegraph Road, Airville, PA 17302. Steve Mohr Jr., Senior Preserves Manager, will be representing the Conservancy during that visit and will be compiling and field-responding to questions. Please coordinate your participation with Steve via email: [smohr@lancasterconservancy.org](mailto:smohr@lancasterconservancy.org) or via phone at (717) 538-2111.

## IV. CONTRACTOR QUALIFICATIONS

Contractor must meet the following qualifications listed below for a bid to be considered:

- Meets or exceeds the Federal, and State of Pennsylvania standards set forth for Professional Licensing and Practice for the specialties required for this project.
- At least one member of the firm must have documented prior experience conducting the project type being undertaken. This person should be the project leader and assume overall project coordination responsibilities between Contractor and Conservancy
- Have documented proficiency and experience with the planning, design, permitting and general construction of crushed stone parking and stormwater control measures as well as universally accessible trail construction.
- Have familiarity with relevant sections of [Land Trust Standards and Practices](#) that are relevant to the work.
- All subcontractors must be submitted to and approved by the Lancaster Conservancy prior to the execution of a contract.

## V. 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 Contractor Qualifications (See Section IV 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 Contractor 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 (see Section \_\_\_ ) for each major work element and dates for completion of draft and final documents.

### **Proposed Fees**

For each service, the following must be itemized:

- (1) Identify which tasks are to be completed by the assigned Contractor or delegated Subcontractor(s).

- (2) Provide estimates of time associated with the completion of each task.
- (3) Provide costs for materials and labor for the completion of each task.
- (4) Provide a total of all costs to produce a contract price. If awarded a contract, the Contractor 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.
- (5) See the attached sample contract for the method of payment.

### Contract

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

## **VI. SELECTION CRITERIA**

The Conservancy 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 Conservancy. The lowest bidder will not necessarily be selected.

The Conservancy reserves the right to approve or disapprove of individual subcontractors, 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: SAMPLE CONTRACT**

This is a proposed draft contract. The final contract will include specific deadlines and deliverables.

### CONTRACT FOR PROFESSIONAL SERVICES

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

WHEREAS, the Conservancy desires to have certain one-time professional Site Construction 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 Contractor 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: Contractor shall provide professional site construction services in accordance with the RFP including, but not limited to, all requirements of the \_\_\_\_\_, all Appendices and all other attachments, and the Contractor'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 the Contractor and any reimbursables.

3. Contractor Staff: Contractor shall obtain prior written approval from the Conservancy of any changes to the staffing stated in its proposal. Contractor 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 Contractor within the bid package with fees specifically called out in the budget must be registered, licensed, and insured in the State of Pennsylvania. The Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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, Contractor's proposal in response to the RFP. The Conservancy may request additional data substantiating the Contractor's right to payment.
- d. The Conservancy shall make final payment of 10% of the funds available to the Contractor under this Contract within 30 days.
- e. Acceptance of final payment by the Contractor shall constitute a waiver of any and all claims by Contractor.

6. Insurance: Contractor, shall at Contractor'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 Contractor. 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 Contractor 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. Contractor 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, Contractor 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. Contractor 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 Contractor and approved by the Conservancy to perform work under this Contract.

8. Compliance with Law. The Contractor 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 Contractor 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 Contractor.
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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, its employees, agents, contractors, invitees, and guests, but only to the extent caused by the negligent acts or omissions of the Contractor 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: Contractor 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 Contractor 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 Contractor 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 Contractor 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:

\_\_\_\_\_

\_\_\_\_\_

Fritz Schroeder, President & CEO

\_\_\_\_\_

\_\_\_\_\_

Contractor

