NOTICE TO PROPOSERS

The Mercer County Regional Planning Commission (MCRPC), on behalf of Mercer County, Pennsylvania, is soliciting sealed proposals from qualified consulting firms to complete a Countywide ATV & Motorized Recreation Feasibility Study.

The purpose of this study is to evaluate opportunities, constraints, and implementation strategies for safe, sustainable, accessible, and regionally coordinated ATV and motorized recreation throughout Mercer County. The study will provide municipalities, riders, agencies, landowners, and community organizations with practical mapping, policy, and implementation tools to guide future planning, recreation management, tourism development, and economic investment.

Minority-owned, women-owned, veteran-owned, and disadvantaged business enterprises are encouraged to submit proposals or participate as team members or subconsultants.

This project is funded in part through the Pennsylvania Department of Conservation and Natural Resources (DCNR), Bureau of Recreation and Conservation, Community Conservation Partnerships Program.

One (1) hard copy and one (1) electronic PDF copy of the proposal must be received no later than:

December 4, 2026 at 2:00 PM EST

Proposals shall be submitted to:

Mercer County Regional Planning Commission
2491 Highland Road
Hermitage, PA 16148

Clearly mark the submission:

“RFP – Mercer County ATV & Motorized Recreation Feasibility Study”

Electronic copies may be submitted via USB drive or electronically to:

mail@mcrpc.com

Questions regarding this RFP must be submitted no later than November 20, 2026.

Questions should be directed to:

Doniele Russell and/or Jacob Matta
Mercer County Regional Planning Commission
2491 Highland Road

Hermitage, PA 16148
drussell@mcrpc.com and/or jmatta@mcrpc.com
724-981-2412

Late submissions will not be accepted.

MCRPC reserves the right to reject any or all proposals, waive technicalities or irregularities, request supplemental information, and select the proposal determined to be in the best interest of Mercer County.

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SECTION 1 – BACKGROUND AND PROJECT OVERVIEW

Mercer County is experiencing increasing challenges associated with unregulated ATV and motorized vehicle use, including public safety hazards, trespassing concerns, landowner disputes, environmental degradation, roadway conflicts, inconsistent municipal regulations, and limited coordinated trail planning.

Municipal officials, emergency responders, landowners, tourism organizations, recreation groups, and residents throughout Mercer County have identified a growing need for a coordinated countywide strategy to address motorized recreation, trail connectivity, and responsible ATV use.

To address these concerns, the Mercer County Regional Planning Commission (MCRPC), on behalf of Mercer County, seeks professional consulting services to complete a comprehensive Countywide ATV & Motorized Recreation Feasibility Study.

The primary goal of this project is to create a practical planning framework and user-friendly mapping resource that municipalities, riders, agencies, landowners, tourism organizations, emergency responders, and community organizations can utilize to support responsible motorized recreation, improve safety, encourage regional coordination, and identify opportunities for economic development and tourism.

The study shall include:

- Countywide inventory and mapping of existing and potential ATV routes and trail corridors
- Identification of trail gaps and regional connections
- Public participation and stakeholder engagement
- Review of environmental, legal, operational, and liability considerations
- Evaluation of municipal ordinances and policy options
- Recommendations for trail development, operations, maintenance, and stewardship
- Identification of funding opportunities and partnership strategies
- Preparation of an implementation matrix identifying actionable next steps

The project will support environmentally responsible recreation planning and sustainability goals by identifying methods to reduce unmanaged trail impacts including erosion, habitat disruption, sedimentation, and water pollution.

The study shall incorporate low-impact trail design principles, environmental stewardship practices, and conservation considerations wherever feasible.

Accessibility and inclusive recreation shall also be integrated throughout the planning process. Recommendations should consider ADA accessibility, universal design

principles, and opportunities to improve recreation access for individuals with mobility limitations.

Public participation will be a central component of the study. MCRPC anticipates utilizing public meetings, stakeholder interviews, steering committee coordination, surveys, and digital engagement tools throughout the planning process. The steering committee will be representatives from municipalities, emergency services, PennDOT, tourism agencies, DCNR, rider groups, and conservation stakeholders.

To maximize available funding resources and improve efficiency, MCRPC staff may assist the selected consultant with project coordination, stakeholder outreach, meeting logistics, GIS support, public engagement activities, and related planning efforts. Consultants are encouraged to identify collaborative opportunities with MCRPC staff when preparing scopes of work and cost proposals.

This project advances regional planning efforts by fostering collaboration among municipalities with adopted ATV ordinances and municipalities interested in establishing coordinated ATV regulations and trail connections. The study will support long-term goals related to recreation, tourism, transportation connectivity, public safety, and economic development.

The study area shall include all municipalities within Mercer County and may evaluate potential connections to adjacent county or regional trail systems where appropriate.

This project is partially funded through the Pennsylvania Department of Conservation and Natural Resources (DCNR), Bureau of Recreation and Conservation. All work products shall comply with DCNR planning and grant requirements and shall be subject to DCNR review and approval.

DCNR Grant Agreement Number: BRC-ATV-31.5-4 and M.E. NO./WEB ID: 2012200

SECTION 2 – GENERAL TERMS AND CONDITIONS

Mercer County and MCRPC reserve the right to reject any or all proposals.

Mercer County and MCRPC may waive informalities or irregularities in proposals received.

The selected consultant shall enter into a professional services agreement with Mercer County.

Proposals shall remain valid for sixty (60) days following the submission deadline.

All proposal materials submitted become the property of Mercer County Regional Planning Commission.

Consultants are responsible for all costs associated with proposal preparation.

Mercer County Regional Planning Commission reserves the right to negotiate scope, schedule, and fees with the selected consultant.

The selected consultant shall maintain all required insurance coverage and comply with all applicable federal, state, and local laws and regulations.

All mapping and GIS deliverables shall be provided in editable ESRI-compatible formats including shapefiles, geodatabases, PDFs, and associated metadata.

This project is funded in part through the Pennsylvania Department of Conservation and Natural Resources (DCNR), Bureau of Recreation and Conservation. Consultant procurement shall comply with DCNR grant requirements and applicable county procurement procedures.

The RFP will be publicly advertised and distributed to qualified consulting firms with demonstrated experience in recreation planning, trail planning, transportation planning, GIS analysis, public engagement, and related services.

The consultant selection process shall be qualifications-based and consider project understanding, experience, technical capabilities, public engagement approach, project schedule, and overall project cost.

The selected consultant shall not begin work until:

- Consultant selection documentation has been submitted to DCNR
- DCNR concurrence with consultant selection has been received
- A formal contract has been executed by Mercer County Regional Planning Commission

SECTION 3 – SCOPE OF WORK

The selected consultant shall provide all professional services necessary to complete the Mercer County ATV & Motorized Recreation Feasibility Study.

Task 1 – Project Initiation

The consultant shall:

- Conduct kickoff meeting with MCRPC and DCNR
- Finalize project schedule
- Develop public engagement strategy
- Review existing planning documents and municipal ordinances
- Coordinate with stakeholders and agencies

Deliverables:

- Final work plan
- Public participation plan
- Project schedule

Task 2 – Existing Conditions Assessment

The consultant shall inventory and evaluate:

- Existing ATV and motorized recreation activity
- Existing trail systems and informal routes
- Municipal ATV ordinances and regulations
- Public lands and access opportunities
- Environmental constraints and sensitive resources
- Transportation connections and roadway concerns
- Emergency access and public safety issues
- Tourism and economic development opportunities

Deliverables:

- Existing conditions report
- GIS mapping and inventory
- Constraints and opportunities analysis

Task 3 – Public Participation and Stakeholder Engagement

The consultant shall implement a public participation process that includes:

- Five public meetings: one in each of the four county subregions and one countywide public meeting during the plan adoption process.
- Stakeholder interviews
- Steering committee coordination
- Surveys and online engagement tools
- Outreach to riders, municipalities, landowners, emergency responders, tourism organizations, environmental groups, and disability advocates

MCRPC staff may assist with:

- Meeting coordination
- Public notices
- Stakeholder outreach
- GIS support
- Meeting facilitation

Deliverables:

- Meeting summaries
- Survey results
- Public engagement documentation

Task 4 – Feasibility Analysis

The consultant shall evaluate:

- Potential trail corridors and connections
- Environmental and permitting considerations
- Land ownership and access issues
- Safety and enforcement considerations
- Economic impact opportunities
- Operational and maintenance models
- Liability and insurance considerations
- Accessibility improvements
- Long-term sustainability considerations

Deliverables:

- Feasibility analysis report
- Corridor evaluation maps
- Preliminary recommendations

Task 5 – Recommendations and Implementation Matrix

The consultant shall prepare:

- Priority trail corridor recommendations
- Funding and partnership opportunities
- Maintenance and stewardship recommendations
- Ordinance and policy recommendations
- Phased implementation strategies
- Long-term management recommendations

The final implementation matrix shall identify:

- Recommended actions
- Responsible entities
- Estimated costs
- Potential funding sources
- Implementation timelines

Deliverables:

- Draft feasibility study
- Final feasibility study
- Executive summary
- GIS-compatible mapping files
- Digital and printable maps suitable for municipal and public use

All deliverables shall be provided in both digital and print-ready formats. GIS data shall be provided in a compatible digital format suitable for use by the Commission and participating municipalities.

SECTION 4 – CONSULTANT QUALIFICATIONS

Consultants shall demonstrate:

- Experience completing DCNR-funded projects
- Experience with ATV, trail, recreation, transportation, or feasibility studies
- Expertise in GIS mapping and corridor analysis
- Experience with public engagement and facilitation
- Knowledge of environmental permitting and recreation planning
- Familiarity with Pennsylvania municipal planning and trail development

Preference may be given to firms with demonstrated experience in countywide recreation or motorized trail planning projects.

Consultant certifies that neither the firm nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally assisted transactions.

SECTION 5 – REQUIRED PROPOSAL SUBMITTALS

A. Letter of Transmittal

Include:

- Understanding of project objectives
- Statement of qualifications
- Primary contact information

B. Firm Profile and Experience

Include:

- Firm background
- Relevant project experience
- Office location
- Key personnel resumes
- References (Current and Past)

C. Project Approach

Include:

- Scope understanding
- Methodology
- Public engagement approach
- GIS and mapping capabilities
- Proposed coordination with MCRPC staff

D. Work Schedule

Include:

- Timeline for all project tasks
- Public meeting schedule
- Draft and final deliverable dates

E. Cost Proposal

Provide:

- Hourly rates
- Personnel assignments
- Estimated hours
- Reimbursable expenses
- Total project cost, itemized according to plan elements/tasks

A minimum of 10% retainage may be withheld pending DCNR approval.

F. Proposal Submission Requirements

Proposals shall include:

- One (1) hard copy
- One (1) electronic PDF copy

Proposals must be sealed and clearly labeled:

“RFP – Mercer County ATV & Motorized Recreation Feasibility Study”

Proposals must be received by the Mercer County Regional Planning Commission no later than December 4, 2026 at 2:00 PM EST. Proposals should not exceed 40 pages excluding resumes and appendices.

SECTION 6 – EVALUATION CRITERIA

Proposals will be evaluated based on:

Criteria	Weight
Relevant Experience & Qualifications	30%
Project Understanding & Approach	25%
Public Engagement Strategy	15%
GIS & Technical Capabilities	10%
Project Schedule	10%
Cost Proposal	10%

Selected firms may be invited for interviews.

SECTION 7 – PROCUREMENT & PROJECT SCHEDULE

Milestone	Date
DCNR Review of Draft RFP	October 26, 2026
RFP Advertisement & Release	November 1, 2026
Distribution to Qualified Consultants	November 2, 2026
Deadline for Questions	November 20, 2026
Responses to Questions Issued	November 25, 2026
Proposal Submission Deadline	December 4, 2026 at 2:00 PM EST
Consultant Interviews (if necessary)	December 7 through December 11, 2026

Submission of Selection Documentation to DCNR	December 11, 2026
Consultant Selection Recommendation	December 15, 2026
DCNR Concurrence with Consultant Selection	December 18, 2026
MCRPC Full Commission Meeting	December 22, 2026
Contract Execution & Notice to Proceed	December 30, 2026
Public Engagement & Existing Conditions Analysis	Spring 2027
Draft Feasibility Study Completion	Fall 2027
Final Study Completion	Winter 2027/2028

Mercer County Regional Planning Commission reserves the right to modify the project schedule as necessary.

Proposals will be evaluated based upon qualifications, technical approach, project understanding, schedule, and cost.

SECTION 8 – CONTRACT REQUIREMENTS

The selected consultant shall enter into a professional services agreement with Mercer County Regional Planning Commission. Draft Agreement Appendix C.

The contract shall incorporate:

- DCNR Nondiscrimination/Sexual Harassment Clause
- Insurance requirements:
    - General Liability
    - Workers Compensation
    - Professional Liability
- Compliance with all applicable laws
- Payment provisions
- Deliverable requirements
    - All reports, maps, graphics, databases, and supporting materials shall be provided in both PDF and editable native file formats.
- Termination provisions

Mercer County Regional Planning Commission reserves the right to negotiate final contract terms prior to execution.

APPENDIX A- DCNR Nondiscrimination/Sexual Harassment Clause

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

1. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee 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 its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

2. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:

    a. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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.

    b. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

    c. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.

    d. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.

    e. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

3. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

4. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

5. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.

6. **Subgrant Agreements, Contracts, and Subcontracts**. The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

Acknowledgement:

_____	_____
Proposer Name	Signed By
_____	_____
Date	Print Name

APPENDIX B – Existing Municipal ATV Ordinance Inventory

1. **Clark Borough ATV Ordinance**
2. **Coolspring Township ATV Ordinance**
3. **Delaware Township ATV Ordinance**
4. **Fairview Township ATV Ordinance**
5. **Greene Township ATV Ordinance**
6. **Hempfield Township ATV Ordinance**
7. **Jackson Township ATV Ordinance**
8. **Jefferson Township ATV Ordinance**
9. **Otter Creek Township ATV Ordinance**
10. **Pymatuning Township ATV Ordinance**
11. **South Pymatuning Township ATV Ordinance**
12. **West Salem Township ATV Ordinance**

Appendix C
Draft Consultant Agreement

DRAFT CONSULTANT SERVICES AGREEMENT

(DCNR-FUNDED ATV / TRAIL DEVELOPMENT, AND ENGINEERING SERVICES)

THIS CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2026, by and between _____ ("CLIENT"), a municipal entity organized under the laws of the Commonwealth of Pennsylvania, and _____ ("CONSULTANT").

WHEREAS, CLIENT desires to retain CONSULTANT to provide professional consulting, planning, engineering, environmental, permitting, trail development, ATV infrastructure, recreation, tourism, transportation, and related professional services associated with ATV, off-highway vehicle (OHV), trail, recreation, infrastructure, and community development projects; and

WHEREAS, CONSULTANT represents that it possesses the necessary qualifications, expertise, personnel, and experience to perform the required services; and

WHEREAS, the parties intend for this Agreement to provide a flexible and compliant contracting mechanism for current and future projects funded through federal, state, county, local, private, or other funding sources during the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

SECTION 1 – GENERAL PROVISIONS

1.1 Scope of Agreement

CONSULTANT shall provide professional consulting and related services associated with ATV, OHV, trail, recreation, tourism, transportation, community development, infrastructure, environmental, engineering, planning, permitting, and related projects as directed by CLIENT.

Services may include but are not limited to:

1. Trail planning and design;
2. Engineering and surveying;
3. Environmental review and permitting;
4. GIS and mapping services;
5. Public engagement and stakeholder coordination;

6. Recreation and tourism planning;
7. Transportation and multimodal planning;
8. Site inspections and feasibility analysis;
9. Cost estimating and budgeting;
10. Procurement assistance;
11. Coordination with state and federal agencies;
12. Preparation of concept plans, reports, studies, and exhibits;
13. ATV/OHV trail system development;
14. Signage, wayfinding, and safety planning;
15. Project monitoring, reporting, and closeout services; and
16. Other related professional services customarily associated with recreation, transportation, infrastructure, and community development projects.

The parties acknowledge that specific projects and assignments may vary throughout the term of this Agreement and may be authorized through task orders, work authorizations, grant awards, or written direction from CLIENT without requiring a separate procurement, provided such services remain within the general scope of this Agreement and applicable procurement laws.

1.2 Standard of Care

CONSULTANT shall perform all services in accordance with the standard of care ordinarily exercised by members of the same profession currently practicing under similar circumstances.

1.3 Independent Contractor

CONSULTANT is an independent contractor and shall not be considered an employee, partner, or joint venturer of CLIENT.

1.4 Compliance With Laws and DCNR Requirements

CONSULTANT shall provide the Commonwealth of Pennsylvania, the Pennsylvania Department of Conservation and Natural Resources (DCNR), and their duly authorized representatives access to any books, documents, papers, records, electronic files, and other evidence directly pertinent to this Agreement for purposes of audit, examination, monitoring, excerpts, and transcription as required by applicable law and funding requirements.

CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, executive orders, funding requirements, and permit conditions, including but not limited to:

- Pennsylvania procurement requirements;
- DCNR ATV and Trail Program requirements;

- DCNR grant agreement provisions and required contract clauses;
- PennDOT requirements;
- DEP regulations;
- Federal Highway Administration requirements, where applicable;
- Americans with Disabilities Act (ADA);
- Environmental permitting requirements; and
- Applicable municipal ordinances and land development regulations.

CONSULTANT acknowledges that all costs charged under this Agreement shall be reasonable, allowable, allocable, and properly documented in accordance with applicable federal and state cost principles.

1.5 Term of Agreement

This Agreement shall commence upon execution and remain in effect for a period of two (2) years unless terminated earlier in accordance with this Agreement. Where applicable, CONSULTANT shall perform services in accordance with DCNR ATV and Trail Program guidance, accepted trail planning and design standards, applicable accessibility requirements, safety standards, environmental requirements, and grant-specific design criteria.

1.6 Order of Precedence

In the event of any conflict between documents, the order of precedence shall be:

1. Applicable DCNR grant agreement and special conditions
2. Federal requirements including 2 CFR Part 200 and other applicable federal laws
3. Pennsylvania state laws and regulations
4. This Agreement
5. Task orders / work authorizations

SECTION 2 – SERVICES

2.1 Basic Services

CONSULTANT shall provide professional services as requested by CLIENT on an as-needed or project-specific basis.

Assignments may include:

- ATV trail master planning;
- Recreation feasibility studies;
- Trail engineering and permitting;
- Environmental documentation;
- Community engagement;
- Transportation and infrastructure planning;

- Tourism development strategies.

2.2 Additional Services

Services beyond the scope of authorized task orders or work assignments shall be considered Additional Services and must be approved in writing by CLIENT.

2.3 Task Orders and No Guarantee of Work

This Agreement is intended to establish an on-call professional services relationship. CLIENT does not guarantee any minimum amount of work, compensation, funding, projects, or task orders under this Agreement.

No services shall commence unless authorized in writing by CLIENT through a task order, work authorization, contract amendment, grant award authorization, or written Notice to Proceed.

Each task order may identify project scope, schedule, compensation, deliverables, grant requirements, and special conditions applicable to the assignment.

No oral instructions shall constitute authorization for additional compensation or scope modification. All changes to scope, schedule, or compensation must be documented in a written task order or amendment executed by CLIENT.

2.4 Suspension of Work

CLIENT may suspend all or any portion of CONSULTANT’s services at any time upon written notice. During suspension, CONSULTANT shall be compensated only for work satisfactorily performed prior to suspension unless otherwise agreed in writing. Upon resumption, schedules and compensation shall be equitably adjusted.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 Information and Coordination

CLIENT shall provide available information, records, studies, reports, access permissions, and coordination reasonably necessary for CONSULTANT to perform services.

3.2 Authorized Representatives

CLIENT shall designate an authorized representative responsible for coordination and approval of services.

SECTION 4 – COMPENSATION

4.1 Compensation Structure

CONSULTANT shall be compensated in accordance with project-specific task orders, fee schedules, hourly rates, lump sum proposals, or percentage-based fees negotiated and approved by CLIENT.

4.2 Invoices

CONSULTANT shall submit itemized invoices identifying personnel, hours worked, tasks performed, reimbursable expenses, and supporting documentation reasonably required by CLIENT or applicable funding agencies.

CONSULTANT shall maintain supporting documentation for all invoiced costs, including labor records, receipts, subcontractor invoices, and other documentation reasonably required for grant reimbursement or audit purposes.

CONSULTANT shall provide any additional documentation reasonably requested by CLIENT, DCNR, auditors, inspectors, or funding agencies to support reimbursement requests, grant compliance reviews, monitoring activities, or project closeout.

4.3 Reimbursable Expenses

Reasonable and necessary reimbursable expenses may include travel, lodging, printing, permit fees, mailing, testing, and related project expenses authorized by CLIENT.

4.4 Payment Terms

CLIENT shall make payment within forty-five (45) days of receipt of approved invoices and subject to receipt and approval of applicable funding agency reimbursements where required.

CLIENT reserves the right to withhold a retainage amount of up to ten percent (10%) or such amount as required by the Pennsylvania Department of Conservation and Natural Resources (DCNR) or other applicable funding agency until final project completion, acceptance of deliverables, and written approval of final reimbursement and project closeout by DCNR.

CONSULTANT acknowledges that final payment is contingent upon satisfactory completion of all required services, submission of acceptable final deliverables, and funding agency approval where applicable.

SECTION 5 – FEDERAL AND STATE COMPLIANCE

5.1 Equal Opportunity

CONSULTANT shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability, familial status, or any other protected classification.

CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and all applicable federal nondiscrimination requirements.

CONSULTANT shall not discriminate in employment or service delivery on the basis of race, color, religion, sex, national origin, age, disability, or other protected classifications under applicable law.

5.2 Conflict of Interest

CONSULTANT shall comply with all applicable conflict of interest requirements under federal and state law.

5.3 Debarment and Suspension

CONSULTANT certifies that neither it nor its principals are debarred, suspended, or otherwise excluded from participation in federally funded programs.

CONSULTANT shall immediately notify CLIENT if CONSULTANT or any approved subcontractor becomes suspended, debarred, excluded, or otherwise ineligible to participate in federally or state funded programs during the term of this Agreement.

5.4 Subcontractors

CONSULTANT shall not subcontract services without prior written approval from CLIENT. CONSULTANT shall remain responsible for all subcontractor performance and compliance.

CONSULTANT shall ensure that all applicable federal, state, grant, audit, reimbursement, and compliance requirements are incorporated into all subcontract agreements.

5.5 Record Retention, Audit, and Monitoring Cooperation

CONSULTANT shall retain all project records in accordance with applicable federal, state, and local funding requirements, including DCNR ATV Program requirements, and shall provide records upon request for audit, reimbursement review, monitoring, or project closeout purposes.

CONSULTANT shall retain all project records for a minimum of five (5) years following final project closeout or longer where required by law, audit, litigation, or funding agency requirements. If any audit, claim, litigation, investigation, monitoring review, or

reimbursement dispute is initiated prior to expiration of the retention period, CONSULTANT shall retain all relevant records until all matters have been fully resolved.

5.6 Lobbying Certification

CONSULTANT certifies compliance with 31 U.S.C. § 1352 (Byrd Anti-Lobbying Amendment). No federal funds received under this Agreement shall be used to influence or attempt to influence any federal officer or employee in connection with awarding of any federal contract, grant, or cooperative agreement. CONSULTANT shall execute and provide all lobbying certifications, disclosures, affidavits, and related documents required by federal or state funding programs.

5.7 Procurement Standards

All subcontracting and procurement actions undertaken by CONSULTANT using project funds shall comply with 2 CFR §§ 200.317–200.327, including requirements for full and open competition, cost reasonableness, and documented procurement procedures.

SECTION 6 – INSURANCE AND LIABILITY

6.1 Insurance Requirements

CONSULTANT shall maintain the following minimum insurance coverage:

- Commercial General Liability: $1,000,000 per occurrence;
- Professional Liability / Errors and Omissions: $1,000,000;
- Workers Compensation: statutory limits;
- Employer's Liability: $500,000;
- Automobile Liability: $1,000,000 combined single limit.

CLIENT, its elected officials, officers, employees, and agents shall be named as additional insureds on applicable liability policies.

6.2 Indemnification and Repayment Responsibility

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officers, employees, agents, and representatives from and against any claims, damages, losses, liabilities, penalties, permit violations, reimbursement denials, repayment obligations, monitoring findings, corrective actions, judgments, costs, and expenses, including reasonable attorney fees, arising from CONSULTANT'S negligent acts, errors, omissions, breach of contract, noncompliance, or willful misconduct.

CONSULTANT shall be financially responsible for and shall reimburse CLIENT for any grant repayment obligations, disallowed costs, reimbursement denials, permit violations, environmental violations, or funding recaptures imposed by DCNR, DCED, PennDOT,

DEP, federal agencies, or other oversight entities resulting from CONSULTANT'S acts, omissions, errors, negligence, deficient submissions, or failure to comply with applicable laws, regulations, permits, or funding requirements.

CONSULTANT'S obligations under this section shall apply only to the extent caused by CONSULTANT'S negligent acts, errors, omissions, breach of contract, or failure to comply with applicable law.

6.3 Environmental and Permit Responsibility

CONSULTANT shall be responsible for the accuracy and completeness of environmental documentation, permit applications, mapping, engineering submissions, and technical documents prepared by CONSULTANT.

CONSULTANT shall coordinate required permits, approvals, and regulatory submissions associated with authorized assignments unless otherwise directed by CLIENT.

Where applicable, CONSULTANT shall coordinate compliance with the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act, Pennsylvania Historical and Museum Commission review procedures, and other applicable environmental review requirements.

6.4 Deliverable Standards and Acceptance

CLIENT may review and reject incomplete, deficient, inaccurate, or noncompliant deliverables.

CONSULTANT shall revise and resubmit rejected deliverables at no additional cost to CLIENT.

CONSULTANT shall be responsible for meeting project schedules, grant deadlines, reimbursement deadlines, and submission timelines established by CLIENT or funding agencies.

6.5 GIS and Digital Data Standards

All GIS data, mapping, shapefiles, geodatabases, CAD files, and electronic deliverables shall be provided in editable electronic format acceptable to CLIENT and applicable funding agencies.

Metadata, coordinate systems, and file structures shall conform to standards established by CLIENT or applicable funding agencies.

6.6 Additional Insured

CONSULTANT shall name CLIENT as an additional insured on applicable general liability policies.

6.7 Professional Licensing

All professional services requiring licensure within the Commonwealth of Pennsylvania shall be performed under the responsible charge of appropriately licensed professionals.

6.8 Hazardous Materials

Unless expressly included within an authorized task order, CONSULTANT shall have no responsibility for the identification, handling, removal, remediation, or disposal of hazardous materials.

6.9 Force Majeure

Neither party shall be deemed in default due to delays caused by circumstances beyond reasonable control, including acts of God, governmental actions, labor disputes, utility conflicts, regulatory delays, or severe weather events.

Force majeure shall not excuse CONSULTANT from compliance with grant closeout deadlines, audit obligations, or reporting requirements unless explicitly approved in writing by the funding agency.

6.10 Limitation of Liability

Nothing in this section shall limit CONSULTANT'S obligations related to indemnification, audit findings, disallowed costs, repayment obligations, or noncompliance arising from CONSULTANT'S negligent acts, errors, omissions, or breach of contract.

SECTION 7 – TERMINATION

7.1 Termination for Convenience

CLIENT may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Cause

Either party may terminate this Agreement for substantial failure of the other party to perform its obligations, provided written notice and opportunity to cure is given.

Immediate termination may occur upon discovery of fraud, debarment, falsification of records, grant noncompliance, professional license suspension, or material violation of funding agency requirements.

7.3 Payment Upon Termination

CONSULTANT shall be compensated for eligible services satisfactorily performed through the effective date of termination.

SECTION 8 – MISCELLANEOUS

8.1 Public Records and Right-to-Know Compliance

CONSULTANT acknowledges that records, communications, reports, maps, and deliverables associated with public projects may constitute public records subject to the Pennsylvania Right-to-Know Law.

8.2 Ownership of Documents and Work Products

All reports, plans, studies, maps, GIS data, drawings, specifications, environmental documents, exhibits, photographs, renderings, engineering documents, digital files, CAD files, grant materials, supporting documentation, and other work products prepared under this Agreement shall be deemed instruments of service prepared for CLIENT and shall become property of CLIENT upon creation and payment for such services.

CONSULTANT acknowledges that all deliverables and work products funded in whole or in part with DCNR Mercer County ATV & Motorized Recreation Feasibility Study or other public funds are intended for public use and ownership by CLIENT.

CONSULTANT shall provide CLIENT with editable and reproducible electronic copies of all project files upon request and at project completion.

CONSULTANT shall retain no ownership interest, copyright restriction, or proprietary claim preventing CLIENT from using, reproducing, modifying, distributing, or reusing project documents and deliverables for governmental purposes.

Nothing herein shall prohibit CONSULTANT from retaining copies for internal recordkeeping purposes consistent with applicable professional standards.

8.3 Compliance With Grant Agreements

CONSULTANT agrees that all applicable DCNR grant agreements, including all special conditions, are hereby incorporated by reference and shall take precedence over this Agreement in the event of conflict. CONSULTANT further agrees to comply with all federal, state, and local funding requirements associated with project funding sources.

8.4 Notices

All notices shall be in writing and delivered to the addresses designated by the parties.

8.5 Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Any action arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction located within the Commonwealth of Pennsylvania, and venue shall lie exclusively in the county in which CLIENT is located.

8.6 Assignment

CONSULTANT shall not assign this Agreement without prior written consent of CLIENT.

8.7 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings.

8.8 Amendments

This Agreement may only be amended in writing signed by both parties.

8.9 Severability

If any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

8.10 Survival

The provisions relating to indemnification, repayment obligations, ownership of documents, audit cooperation, monitoring responsibilities, insurance, record retention, and compliance obligations shall survive expiration or termination of this Agreement.

8.11 Buy America/Infrastructure Compliance

Where applicable to federally funded transportation or infrastructure projects, CONSULTANT shall comply with Buy America requirements under 23 CFR 635.410 and any successor regulations.

8.11 Funding Contingency

This Agreement is contingent upon the availability of grant funds, appropriations, and other funding sources. CLIENT reserves the right to suspend, reduce, or terminate services if funding is withdrawn, reduced, delayed, or otherwise unavailable.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT

By: _____

Name: _____

Title: _____

Date: _____