



# **Municipality of Bethel Park**

## **Request for Proposals (RFP) Simmons Park Master Site Development Plan**

**RFP Issue Date:** Monday June 23, 2025

**Application Due Date:** Tuesday July 8, 2025 at 12:00 p.m. ET

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#### **MUNICIPALITY OF BETHEL PARK**

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

## **SECTION 1. INTRODUCTION**

The Municipality of Bethel Park is seeking proposals to complete a Master Site Development Plan for Simmon's Park. The objective of this Request for Proposals (RFP) is to identify qualified consultant firms that can provide the highest quality service at the best value to gather feedback from the community and develop this plan. This RFP intends to cover all the necessary information that a bidder may need to complete a comprehensive proposal. However, if there are products or services that the bidder's organization can offer that may provide additional value, please ensure that they are outlined in the submission.

### ***Submission Requirements:***

**Due Date:** Tuesday, July 8, 2025 at 12:00 p.m. ET

**Delivery Method:** All proposals can be submitted via email to [afaunce@bethelparkpa.gov](mailto:afaunce@bethelparkpa.gov) or by mail to:

Ammie Faunce – Environmental Engineer  
5100 West Library Avenue  
Bethel Park, PA 15102

**Inquiries:** All inquiries related to this Request for Proposals (RFP) should be directly emailed to [afaunce@bethelparkpa.gov](mailto:afaunce@bethelparkpa.gov).

## **SECTION 2. PROJECT BACKGROUND**

The Municipality of Bethel Park (Bethel Park) is accepting statements of qualifications from professional consulting firms for the completion of the Simmon Park Master Site Development Plan.

The plan's purpose is to assess the condition of the man-made components and natural areas of Simmons Park, an approximately 48-acre parcel located at 1200 Clifton Road in Bethel Park, and identify the necessary park upgrade priorities, including the development of a trail network. An existing site plan aerial is included in Appendix A for reference. During the project, the Consultant must participate in at minimum two (2) public meetings, ten to twenty (10-20) key person interviews, and five (5) meetings with a pre-selected study committee to receive public input and discuss plan progress.

Upon completion of the plan, the selected Consultant will develop a narrative report and site development drawings that address recreation and conservation needs and priorities identified by the community during the public participation process. Sufficient detail is required to ensure that the proposed structures and trails are appropriate for the site and meet generally accepted design standards that protect and/or enhance natural resources. A realistic phasing plan, a detailed cost estimate for site development, and potential funding sources must also be provided based on the identified priorities.

This project is partially funded by a grant from the Community Conservation Partnerships Program administered by the Pennsylvania Department of Conservation and Natural Resources (DCNR), Bureau of Recreation and Conservation (Bureau). The Bureau has certain requirements and standards that must be met by the Municipality of Bethel Park and its contracted Consultant. This Request for Proposal (RFP) has been prepared in accordance with Bureau requirements and standards. The Bureau will monitor the project, and certain documents will be subject to Bureau review and approval.

The DCNR grant was awarded in the amount of \$50,600, which includes a 50% match from Bethel Park. The grant agreement ends December 31, 2026; all work must be satisfactorily completed and submitted by this deadline. The DCNR Grant Agreement number is BRC-TAG-29-109.

### **SECTION 3. SCOPE OF WORK**

Per DCNR requirements, the following sections of the narrative report must be included. See Appendix B for additional final product requirements.

#### **A. EXECUTIVE SUMMARY**

Briefly describe the process, priorities and final recommendations.

#### **B. PURPOSE, GOALS, AND OBJECTIVES**

Briefly state the purpose, goals, and objectives of the master planning process.

#### **C. PUBLIC PARTICIPATION**

Public participation is required throughout the planning process to help determine and prioritize the types of facilities and activities at the site. Community involvement and engagement must prioritize diversity, equity, and inclusion to ensure feedback and recommendations that are comprehensive, appropriate, and accountable. The narrative must include a detailed summary of the public participation methods, results, and conclusions (i.e. areas of consensus and/or contention); raw data should be included in the .

At minimum, public participation must include:

- a. **Study Committee (5 meetings)** – At least five (5) meetings must be held on a regular basis with a preselected study committee to provide guidance and review of the work.
- b. **Public Meetings (2 meetings)** – At least two (2) public meetings must be held and at least one (1) must be with elected officials. The appropriate number and type of meetings will vary depending on the project scope and community needs.
- c. **Key Person Interviews (10-20 interviews)** – A key person interview is a one-on-one discussion about a specific topic with an individual recognized or designated as a community leader. The Study Committee will help to determine potential interviewees. At least 10-20 interviews shall be conducted.
- d. **Citizen Survey** – A random sample citizen survey is a type of opinion poll that asks residents for their perspectives on specific topics. The survey shall be created and distributed in an electronic format to solicit public feedback and the survey responses shall be reviewed and incorporated into the Consultant's final deliverables.

#### **D. BACKGROUND INFORMATION**

The background information provides an overview of the community, park system, and project site(s) and establishes a foundation for project implementation. Use of the most recent U.S. Census data is required. Provide the following community information:

1. Physical characteristics including location, size, and regional context.
2. Demographics including population, age, gender, race & ethnicity, households, income, education, and visitors.
3. Economic, housing, transportation, and historic/cultural assets.
4. Natural resources such as forests, wetlands, waters, farmland, critical habitats, etc.
5. Park, open space, and recreation facility(s) including number, size, and type.
6. Project site(s) relationship to the community and/or regional park system.
7. Provisions of existing planning documents (i.e. Comprehensive Recreation, Parks and Open Space Plan, Comprehensive Land Use Plan, Watershed or Rivers Conservation Plan, 2020-2024 Pennsylvania Statewide Comprehensive Outdoor Recreation Plan, etc.) that are applicable to the project site(s).

## **E. SITE(S) INVENTORY AND ANALYSIS**

The site(s) inventory and analysis establish parameters for the proposed facilities and activities at the site. Describe the physical, natural, and historic/cultural resources and legal restrictions related to the project site(s) and any potential impacts on potential development and use. Provide analysis of the opportunities and constraints. If applicable include:

- |                             |   |
|-----------------------------|---|
| • Location                  | • Historic/Cultural Features              |
| • Acreage                   | • Playground Safety Audit (if available)  |
| • Zoning                    | • Environmental Issues (i.e. Brownfield)  |
| • Surrounding Land Use      | • Topography                              |
| • Deed Restrictions         | • Hydrology (water, wetlands, stormwater) |
| • Easements & Rights-of-Way | • Vegetation                              |
| • Utilities                 | • Soil Types                              |
| • Circulation & Access      | • PNDI Potential Impacts                  |

## **F. ACTIVITY(S) AND FACILITY(S) ANALYSIS**

The activity(s) and facility(s) analysis determine the proposed facilities and activities at the site including type, size, and standards. Describe the community needs, uses, and priorities for the site as identified by the public participation process, previous planning work, and needs assessment. Describe the recreation and conservation facilities proposed to be developed, rehabilitated, or enhanced on the site. The proposed facilities and uses should also be clearly represented on the site development drawing(s). For proposed recreation and conservation facilities and uses, provide the following information:

1. Determine local access to outdoor recreation using the following resources:
  - a. The National Recreation and Park Association (NRPA) Park Metrics is a comprehensive source of data benchmarks and insights for the effective management and planning of operating resources and capital facilities.
  - b. The Trust for Public Land (TPL) ParkServe interactive platform tracks park access in urban areas. The web-based tool identifies local parks and open space,

determines the percentage of residents who live within a 10-minute walk, and identifies the neighborhoods most in need of new parks.

- c. DCNR Partnered with the Trust for Public Land (TPL) and WeConservePA to use Geographic Information Systems (GIS) to understand access to outdoor recreation in Pennsylvania. TPL's Research and Innovation Team used the data analysis methods to assist DCNR in identifying areas with the greatest need and opportunity. This interactive map of outdoor recreation access in Pennsylvania shows the results of the analysis. Data is available for a 10-Minute Walk by Municipality & County and a 10-Minute Drive for Trails and Water.
2. For active recreation facilities, describe the participant skill level, competition level, and spectator use for each facility.
3. For passive recreation facilities, describe the proposed use of the project site(s) such as wildlife viewing, nature trails, community gardens, habitat protection, environmental education, etc.
4. Describe the proposed preservation of open space, natural areas, and riparian buffers.
5. Describe the projected participation rates. To help define facility requirements, estimates of daily, weekly, monthly, and seasonal use may be required.
6. List the accepted published national, state, or local standards (reference the standard by name) used to determine the size, dimensions, orientation, slope, buffer areas and setback requirements, open or undisturbed space requirements, etc. for each proposed facility and use.
7. Support facilities may be required for the proposed recreation and conservation facilities and uses. Depending on the site and proposed uses, support facilities may include roads, stormwater management, maintenance facilities, utilities, parking, comfort facilities, etc. Provide a brief description of each support facility and the requirements for connectivity and accessibility.

## **G. DESIGN CONSIDERATIONS**

All park, open space, and recreational facilities have the potential to protect and/or enhance natural resources and habitats. Green and sustainable elements promote environmental, health, and economic benefits and enhance the visitor experience. From a management perspective, maintenance costs may be lower for a naturalized site. Because the DCNR mission is to both conserve and sustain the Commonwealth's natural resources and promote local recreation, it is important to combine sound planning and sustainability. This includes incorporation of native plantings, stormwater best management practices, and habitat protection/enhancement. Consider the following items when developing the plan:

1. Site opportunities, constraints, and generally accepted design standards related to the proposed recreation facilities and uses including applicable local recreation and park agency standards.
2. Topography of the site. Free statewide topographic information is available from Pennsylvania Spatial Data Access (PASDA)

3. Compliance with applicable laws, regulations, and guidelines including land subdivision, zoning, 2010 ADA Standards for Accessible Design, Uniform Construction Code, American Society for Testing Materials (ASTM) standards, and the Consumer Product Safety Commission (CPSC) guidelines pertaining to playground areas and equipment.
4. Protection/enhancement of significant historic structures and areas.
5. Protection/enhancement of environmentally sensitive areas including forests, streams, wetlands, and natural areas that provide habitat and protect water quality. Information about stormwater best management practices is available from the PA Department of Environmental Protection (DEP) and StormwaterPA.
6. Sustainable site design and green infrastructure/materials may reduce environmental impact and lower maintenance and operation costs.
7. Establishment and maintenance of sustainable riparian native grass and/or forest buffers. If the project site is in the Chesapeake Bay watershed, the plan should support the goals of the Chesapeake Executive Council's Adoption Statement on Riparian Forest Buffers dated October 10, 1996.

#### **H. DESIGN PROCESS AND RECOMMENDATIONS**

1. Develop preliminary alternative concept drawings and present at a study committee meeting for discussion. Relationships between facilities and circulation patterns should be shown; however, the exact shape and placement of facilities is not critical.
2. Evaluate the preliminary alternative concept drawings. Prepare a written evaluation for each alternative concept drawing highlighting both the positive and negative points. Through the public participation process, determine which alternative (or combination) best meets community needs, design standards, and regulations.
3. Prepare a draft of the final Narrative Report and Site Development Drawings(s). Present the draft final Narrative Report and Site Development Drawings(s) at a public meeting for final comment. All existing and proposed facilities and areas must be shown on this final Site Development Drawing in proper shape, size, and orientation.
4. Upon approval of the final Narrative Report and Site Development Drawings(s) by the appropriate agencies (local governing body, local & county planning agencies, the Bureau, etc.), the consultant prepares the final deliverables.

#### **I. COST ESTIMATE AND PHASED CAPITAL DEVELOPMENT PROGRAM**

1. Development (Construction) Costs – Provide a current detailed cost estimate for the development of the proposed recreation areas and facilities. The cost estimate should include: engineering and other professional services cost; construction and materials cost; project administration cost; and a contingency of at least 10% of the construction cost estimate.
2. Phased Capital Development Program – If the proposed development cannot realistically be carried out in one to three years as one project, develop a phased and prioritized multiyear capital development program. This should explain the strategy for the phasing, identify which areas and facilities are to be developed in which years, and provide the

costs associated with each phase. Implementation strategies to finance the program should also be addressed (bonds, grants, fund raising, etc.).

## **J. MAINTENANCE AND OPERATION COSTS; REVENUE**

Provide a cost estimate for annual maintenance and operation of the recreation areas and facilities as proposed on the MSDP. An annual cost estimate must be calculated for each of the items identified below; analysis should also be included in the narrative report.

1. Personnel – Describe and analyze the current level of operation and maintenance personnel including paid staff and volunteers.
2. Maintenance and Operation Costs
  - a. Determine if the life cycle costs can be lowered by using sustainable design practices and alternative materials.
  - b. List and discuss various materials that could be used to lower long-term maintenance cost.
  - c. Administration (i.e. insurance, office supplies, phone, internet, public relations, rentals, training, etc.)
  - d. Personnel (Include a list of employment positions, number of employees in each position, estimated salaries or wages by position, fringe benefits, estimated overtime cost, temporary employment, etc.)
  - e. Maintenance equipment needed to maintain recreation areas and facilities.
  - f. Supplies and materials (i.e. concession/sale items; custodial, vehicle fuel, mechanical supplies, tools, utilities, equipment rental, etc.)
  - g. Programming (Include a general description and anticipated number of programs, participants by program, and costs by program)
  - h. Contracted services cost for operation and maintenance.
  - i. Annual capital outlay for major equipment.
  - j. Debt Service (To the extent that long term financing is anticipated to fund the proposed site improvements and any major equipment purchased.)
3. Revenue

Project anticipated revenues for a one-year period by area, facility, and source. Include all items of revenue that may be applicable to the proposed site use and development such as:

  - a. Daily admission or entrance fees; seasonal permits
  - b. Facility rental
  - c. Concessions
  - d. General municipal tax support
  - e. Other sources (i.e. endowments, donations, fund-raising events, etc.)

## **SECTION 4. CONSULTANT QUALIFICATIONS**

The lead consultant or consultant team **must** have documented experience in the following:

- A. Leadership and successful completion of planning studies of the project type funded by the grant.
- B. Development and implementation of public participation processes such as public meetings with elected officials and stakeholders, study committee meetings, focus group meetings, key person interviews, public surveys, etc.



- C. Development of planning documents and design for public park and recreation facilities/areas.
- D. Development of policies and procedures for the management, operation, and maintenance of public park and recreation facilities/areas.
- E. Effective communication of recommendations and implementation strategies to elected officials, non-profit organizations, and stakeholders.

The lead consultant or consulting team must have documented expertise to study the type of project under consideration. All services shall be performed by qualified personnel under the supervision of a registered architect and/or a professional licensed engineer, as required and authorized by Pennsylvania law. The document(s) submitted shall bear the appropriate architect or engineer's seal.

If any jurisdictional agency/agencies reviewing the PNDI Receipt requires a field survey to be completed, the Bureau requires a biologist to survey the project site. If a boundary survey is to be completed, it must be under the seal of a registered land surveyor who is authorized by Pennsylvania law.

## **SECTION 5. REQUIRED SUBMITTALS**

### **A. Letter of Transmittal**

This letter must include the following:

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

### **B. Profile of Firm**

This consists of the following:

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

### **C. Methods and Procedures**

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

D. Work Schedule

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

E. Cost

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

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

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

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

The method of billing must be stated. The preferred practice of the Municipality of Bethel Park is to pay upon completion of the work and receipt of the required report. However, the Municipality of Bethel Park will consider paying on a periodic basis as substantial portions of the work are completed. Regardless of the billing method used, a minimum of 10% of the DCNR Grant Award will be withheld until the final product is approved by DCNR and all project costs are paid in full.

F. Contract

The contract form is provided in Appendix D and the DCNR “Nondiscrimination/Sexual Harassment Clause” is provided in Appendix E. DCNR requires that the “Nondiscrimination/Sexual Harassment Clause” be incorporated and/or attached to the contract in its entirety.

## **SECTION 6. EVALUATION CRITERIA**

A. Technical Expertise and Experience

The following factors will be considered:

- The firm’s experience in performing similar work
- The expertise and professional level of the individuals assigned to conduct the work
- The clarity and completeness of the proposal and the firm’s demonstrated understanding of the work to be performed

B. Procedures and Methods

The following factors will be considered:

- The techniques for collecting and analyzing data
- The sequence and relationships of major steps
- The methods for managing the work to ensure timely and orderly completion

C. Cost

The following factors will be considered:

- The number of hours of work to be performed
- The level of expertise of the individuals proposed to do the work.
- The overall cost to complete the Master Site Development Plan as specified

D. Oral presentation

Any or all firms submitting proposals may be invited to give an oral presentation of their proposal.

**SECTION 7. GENERAL TERMS AND REQUIREMENTS / LEGAL NOTICES**

1. The contract is subject to the approval of the Bethel Park Municipal Council and is effective only upon their approval.
2. The respondent, including the organization and other team members, must have no conflict of interest regarding any other work performed by the respondent for the Municipality of Bethel Park or related entities. Respondents and team members must disclose any conflicts of interest, or potential conflicts of interest, regarding any employee or staff of the Municipality of Bethel Park, and/or any work performed by the respondent for the Municipality of Bethel Park or other related entities.
3. Respondents will be selected based upon information submitted within their proposal, performance on previous projects and undertakings, and any other relevant factors. The selected applicant will be chosen based on the selection criteria outlined in this document. The Municipality of Bethel Park reserves the right, in its sole discretion, to reject any or all of the responses received or portions thereof, waive any submission requirements contained within this RFP, waive any immaterial defect or informality, split the award among the individual groups of items to different institutions, or reissue the solicitation.
4. The Municipality of Bethel Park shall have the right to verify the accuracy of all information provided in the submitted proposals, to make investigations as it deems necessary to determine the ability of each respondent to fulfil the obligations outlined in their proposal, and to request and conduct interviews. The Municipality of Bethel Park in its discretion reserves the right to reject any response when the available evidence of information does not satisfy the Municipality of Bethel Park that the respondent is qualified to conduct properly the obligations outlined in this RFP.

5. All responses, including attachments, supplementary materials, addenda, etc. shall become the property of the Municipality of Bethel Park and will not be returned.
6. If selected, each respondent agrees to not discriminate, whether in employment, contracting or otherwise, in violation of any federal, state, or local law.
7. All respondents are responsible for examining the entire RFP and seeking clarification of any requirement that may not be clear and for accuracy before submitting a proposal. Negligence in preparing a bid confers no right of withdrawal after the submission deadline. Respondents are strongly encouraged to:
  - a. Consider applicable laws and/or economic conditions that may affect cost, progress, and performance.
  - b. Correlate respondent's knowledge and observations with the RFP document and other related data.
  - c. Promptly notify the Municipality of all conflicts, errors, ambiguities, or discrepancies which a respondent has discovered in or between this RFP and such other related documents.
8. The Municipality will not be liable for any costs incurred by any Bidder in connection with this RFP or any proposal by any bidder. The expenses incurred by bidders in preparation, submission, or presentation are the sole responsibility of the bidder.
9. The Municipality shall not be liable for any costs not included in the proposal nor contracted for subsequently.
10. If the respondent takes exception to any statements or requests herein, it must be clearly stated in the proposal.
11. Proposals will remain effective for the Municipality of Bethel Park review and approval for 90 days from the deadline for submitting proposals.
12. If only one proposal is received by the Municipality of Bethel Park, it may negotiate with the proposer or seek additional proposals on an informal or formal basis during the 90-day period that proposals are effective.
13. The Municipality of Bethel Park may terminate the awarded contract at its discretion and upon written notice to the Consultant. In such case, the Consultant shall be paid for the contract work which has been satisfactorily performed at the time of termination.

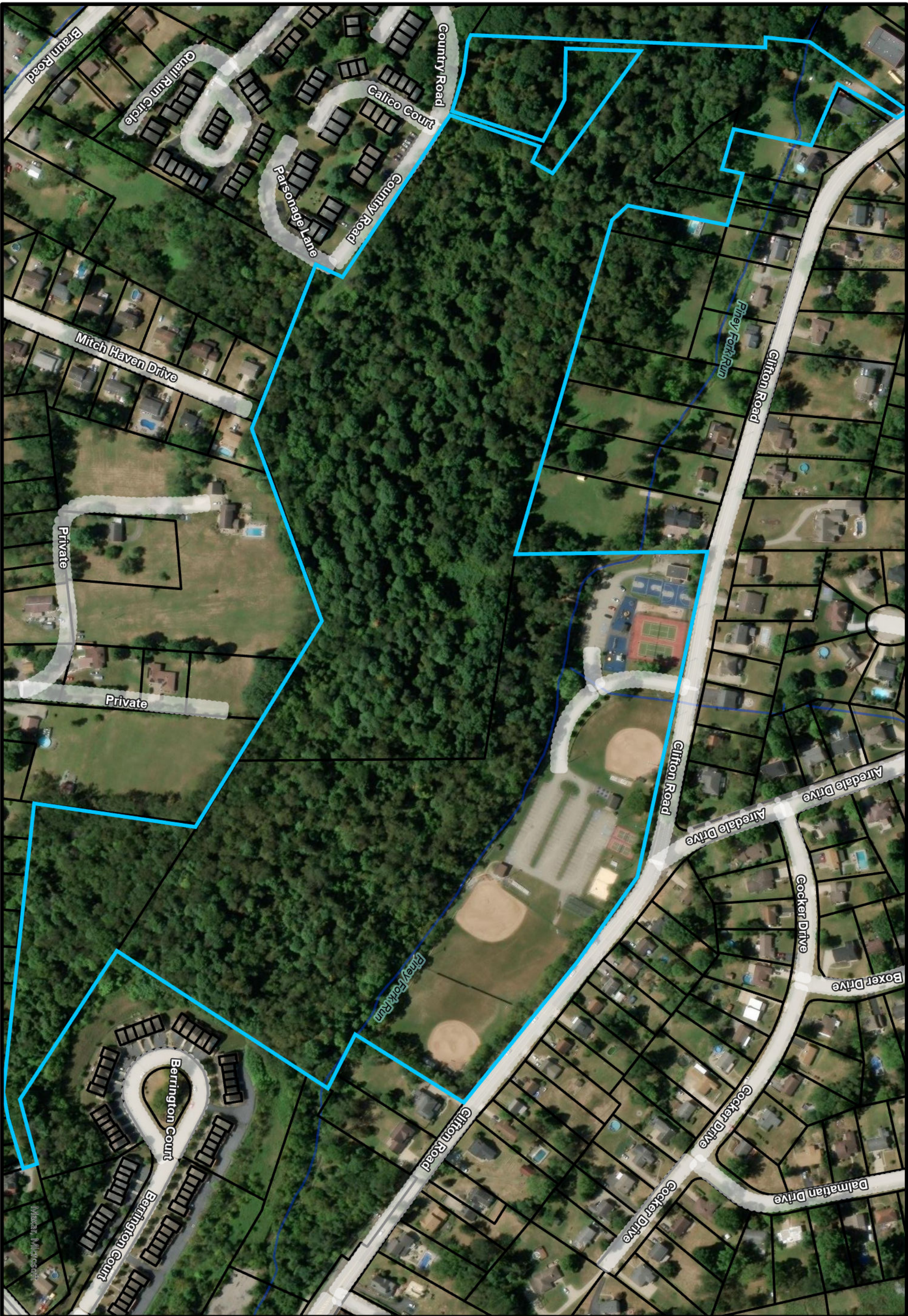
## **SECTION 8. CONTRACT FOR PROFESSIONAL SERVICES**

A proposed contract is included in Appendix D for review. If it is satisfactory to the firm, it should be completed, executed, and submitted with the proposal. If the firm prefers an alternative contract, the firm may submit it as a part of the proposal submission. However, Bethel Park reserves the right to enter into the enclosed contract with the successful firm or to negotiate the terms of a professional (consulting) services contract.

**APPENDIX A**  
**BETHEL PARK – EXISTING SIMMONS PARK AERIAL**

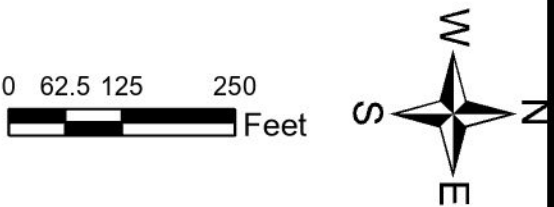
**“See Attached”**





MUNICIPALITY OF  
BETHEL PARK  
ALLEGHENY COUNTY, PA  
PH: 412-831-6800

**APPROXIMATE SIMMONS PARK  
SITE BOUNDARY**





## **APPENDIX B FINAL PRODUCT REQUIREMENTS**

### **1. NARRATIVE REPORT**

A draft final MSDP must be reviewed and approved by the Grantee and Bureau before it is officially adopted by the agency. Typically, the review process consists of reviewing a complete draft plan, providing comments, and reviewing a revised draft plan to ensure comments are adequately addressed.

The final MSDP must be a narrative, bound report beginning with an executive summary and followed by clearly labeled sections for each of the plan's components in logical order. All supporting documents and information should be included in the report appendix and not in the body of the report.

- A. Executive Summary – Briefly describe the process, priorities, and final recommendations.
- B. Purpose, Goals, and Objectives
- C. Public Participation
- D. Background Information
- E. Site(s) Inventory and Analysis
- F. Activity(s) and Facility(s) Analysis
- G. Design Considerations
- H. Design Process and Recommendations – Describe the alternative plans presented, summary of the public discussion of the alternative plans, and a description of the final plan proposal including rationale for the proposed facility(s) and use(s).
- I. Cost Estimate and Phased Capital Development Program – Describe the rationale for costs, phasing, and financing strategy.
- J. Maintenance and Operations Costs; Revenue
- K. Appendix

### **2. SITE DEVELOPMENT DRAWING(S) WITH PROPERTY SURVEY**

The site development drawing(s) must show the final proposed full development of the site(s) and the existing conditions at the recreation area(s) and facility(s). All data identified on the Bureau's *Park Site Development Drawing (SDD) Checklist* must be represented on the drawing(s), as applicable. Specifically, the metes and bounds, existing conditions, proposed improvements, ADA compliance, and phasing must be clearly identified. The document(s) submitted shall bear the appropriate architect or engineer's seal.

### **3. REQUIRED DOCUMENT SUBMISSION**

The following documents must be submitted to DCNR and Bethel Park:

- One (1) electronic PDF of the final Narrative Report (as a single document) with the cover signed, sealed, and dated by the design consultant.
- One (1) electronic PDF of the final Site Development Drawing(s) that are signed, sealed, and dated by the design consultant.
- One (1) electronic PDF of other deliverables, as applicable.

### **4. DCNR COST ESTIMATE CHECKLIST**

See Appendix C for the required DCNR Cost Estimate Checklist.

## APPENDIX C DCNR COST ESTIMATE CHECKLIST

Provide this checklist to a qualified design consultant to develop a detailed cost estimate to be submitted with the DCNR Grant Application. The cost estimate must be detailed for the project to be considered Ready-to-Go during the application review process.

| Cost Estimate | Item  |
|---------------|---|
| _____         | <input type="checkbox"/> (A) Executive Summary  |
| _____         | <input type="checkbox"/> (B) Purpose, Goals, and Objectives   |
| _____         | <input type="checkbox"/> (C) Public Participation <ul style="list-style-type: none"> <li><input type="checkbox"/> Study Committee Meetings (5 meetings minimum)</li> <li><input type="checkbox"/> Public Meetings (2 meetings minimum; 1 with elected officials)</li> <li><input type="checkbox"/> Key Person Interviews (10-20 interviews minimum)</li> <li><input type="checkbox"/> Citizen Survey</li> </ul> |
| _____         | <input type="checkbox"/> (D) Background Information   |
| _____         | <input type="checkbox"/> (E) Site(s) Inventory and Analysis   |
| _____         | <input type="checkbox"/> (F) Activity(s) and Facility(s) Analysis   |
| _____         | <input type="checkbox"/> (G) Design Considerations  |
| _____         | <input type="checkbox"/> (H) Design Process and Recommendations   |
| _____         | <input type="checkbox"/> (I) Cost Estimate and Phased Capital Development Program   |
| _____         | <input type="checkbox"/> (J) Maintenance and Operations Costs; Revenue  |
| _____         | <input type="checkbox"/> Draft Narrative Report, Site Development Drawing(s), Property Survey, and Other Deliverables, as applicable  |
| _____         | <input type="checkbox"/> Final Products <ul style="list-style-type: none"> <li><input type="checkbox"/> Narrative Report signed, sealed, and dated</li> <li><input type="checkbox"/> Site Development Drawing(s) signed, sealed, and dated</li> <li><input type="checkbox"/> Other, as applicable</li> </ul>  |
| _____         | <b>TOTAL</b>  |



**APPENDIX D**  
**CONTRACT FOR PROFESSIONAL SERVICES**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Municipality of Bethel Park, Allegheny County, Pennsylvania ("Bethel Park"), and \_\_\_\_\_ ("Consulting Firm").

WHEREAS, Bethel Park desires to have certain one-time professional consulting work performed involving the development of a Simmons Park Master Site Development Plan;

WHEREAS, Bethel Park desires to enter into a contract for this work pursuant to a Request for Proposals ("RFP") issued by Bethel Park;

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

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

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

**THE CONSULTING FIRM WILL:**

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

**THE MUNICIPALITY OF BETHEL PARK WILL:**

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

**IT IS FURTHER AGREED THAT:**

1. All copyright interests in work created under this Contract are solely and exclusively the property of Bethel Park. 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 Bethel Park.

2. In the performance of services under this Contract, there shall be no violation of the right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.
3. The Consulting Firm may terminate this Contract at any time upon giving Bethel Park written notice of not less than 60 calendar days. Bethel Park may terminate this Contract at any time if the Consulting Firm violates the terms of this Contract or fails to produce a result that meets the specifications of this Contract. In the event of termination of this Contract by either party, Bethel Park shall within 60 calendar days of termination pay the Consulting Firm for all services rendered by the Consulting Firm up to the date of termination, in accordance with the payment provisions of this Contract.

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

WITNESS:

\_\_\_\_\_

FOR THE MUNICIPALITY OF BETHEL PARK:

\_\_\_\_\_

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

WITNESS:

\_\_\_\_\_

FOR THE CONSULTING FIRM:

\_\_\_\_\_

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

## **APPENDIX E**

### **NODISCRIMINATION /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.