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**C.S. Davidson, Inc.**  
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May 15, 2015

Jim Gross, Public Works Director  
City of York  
101 S. George St. 2<sup>nd</sup> Floor  
York, PA 17401

RE: North Bend Opportunity Area Master Planning for  
Recreation, Stormwater Mitigation, and Transportation

Proposal for Professional Services  
Engineer's Project No. 0407.3.08.25

Dear Jim,

As you have requested, C.S. Davidson, Inc. (CSD) is pleased to present this Proposal for Professional Engineering Services for this project. This project will be completed with a team from CSD, Transportation Resource Group (TRG), Land Studies (LS), Buchart Horn (BH) and Downtown Inc. (DI). The following outline represents the scope of services the team must complete.

#### PROJECT UNDERSTANDING

The City of York has received a grant from PA DCNR for professional services. The grant consists of \$184,500.00. The City of York will be our direct report for this project.

The following is an outline of the proposed scope of planning, surveying and public participation work necessary for achieving the desired result of:

- 1) Creating a system of stormwater-managing recreational and essential multi-modal connectors in the North Bend Opportunity Area of the City of York; this will include:
  - a. the extension of the Heritage Rail Trail along the Codorus Creek from Philadelphia Street to George Street
  - b. redevelopment of the Lafayette Plaza trailhead

- c. construction of a "green road" through the Northwest Triangle former brownfield site
  - d. improvements to/installation of two multi-modal connectors between the Heritage Rail Trail City (Riverfront) Park and York's downtown
- 2) charting a path for a greener York City through the development of a Green Action Plan, which will include:
- a. conducting a street tree analysis
  - b. Conceptual plans for development of green improvements at 5 sites within the City
  - c. Templates for urban BMP's to be incorporated into public works projects and development within the City

In the months since the City of York's original grant application, additional items have been added to the scope of work through collaborative efforts with DCNR and local donors. Below is the anticipated sequence of planning elements to be taken up by the professional services providers. As we foresee the planning team consisting of several providers, it is our expectation that the planning of multiple elements will be happening simultaneously.

Based upon this understanding, the meetings with project stakeholders and our understanding of the tasks required to complete a project of this nature, we present the following Scope of Professional Services:

#### **SCOPE OF PROFESSIONAL SERVICES**

Planning elements 1 through 5 are expected to continue through the overall planning process as needed.

##### **1. Public participation – (DI)**

This scope of work has been made possible through the involvement of a strong public-private partnership of community stakeholders. This consensus-building coalition has been essential to positioning the community to accept such radical changes to the City's landscape. It is our understanding that the desire of the City of York is to involve members of that coalition and those involved in facilitating this recent progress in the public participation portion of this project.

- a. Establish a steering committee and subcommittees of key stakeholders for each of the three distinct portions of the proposed system: Rail Trail extension/Lafayette Plaza, Green Road, and Multimodal connectors.

- b. Facilitate two meetings of the master steering committee and three meetings for each of the three subcommittees, total of eleven (11) meetings.
- c. Facilitate three (3) public meetings.
- d. Develop and carry out a strategy for outreach and promotion for the project.
- e. Conduct fifteen stakeholder interviews.
- f. Create, administer, and provide findings from a survey questionnaire to be used for community participation.
- g. Coordinate the non-profits and academic institutions to be utilized throughout the process to bring both community involvement and real value to the efforts.

**2. Participation in meetings by design and engineering consultants CSD, LS, BH & TRG**

- a. Preparation, planning for and participation in master steering committee and subcommittee meetings (11)
  - i. *Master Steering Committee – DI & CSD*
  - ii. *Rail Trail & Lafayette Plaza – CSD & BH*
  - iii. *Transportation (Multi-modal connectors & Green Road) – CSD & TRG*
  - iv. *City MS4 Committee (Green Action Plan) – LS*
- b. Preparation, planning for and participation in public meetings (3) – DI leads with BH support & attendance.
- c. Integration of findings of the public meetings into the final work products -BH

**3. Master planning and feasibility**

- a. Incorporate elements of individual site plans and designs into a Master Site Development Plan (MSDP) for recreation, stormwater management, and transportation, including all elements required in the MSDP in sections A through D of the Department of Conservation and Natural Resources (DCNR) *Master Site Development Plan: General Information and Scope of Work Guidelines* (attached). Master Plans will be developed for the Extension of the Heritage Rail Trail Park and Lafayette Plaza. (Existing features plan to be provided by CSD)
  - i. Conduct research of existing studies of the former brownfield site and determine the need for additional site analysis - BH
  - ii. Coordinate efforts related to the Green Action Plan efforts - LS & BH
  - iii. Review the inter-modal interconnectivity opportunities - TRG

- iv. Conduct an analysis of legal feasibility and policy conflicts, including the review of the City's Complete Streets Policy and Stormwater Management Ordinance - **DI & CSD**
  - v. MSDP Section B "Background Information & Data" will be written by **BH** with data provided by **DI**.
4. **Physical assessment of rights-of-way - CSD**
- a. This work will follow the DCNR MSDP Guidelines, section C.
    - i. Section C - 1 & 3: **CSD**
    - ii. Section C - 2: **BH**
  - b. This work will be limited to the design work related to the Rail Trail alignment, two proposed (2) multi-modal connections, Lafayette Plaza development and the Green roadway consideration.
5. **Work with stakeholders to develop a plan for operations, maintenance, and security - BH**
- a. Work with stakeholders to determine best strategies for maintenance, policing, and management.
  - b. This work will follow the DCNR MSDP Guidelines, sections H and M.
  - c. Identify potential funding models for above considerations.
  - d. Identify maintenance needs and potential costs.
  - e. Work with local police expert in Crime Prevention Through Environmental Design (CPTED) in design considerations.
6. **Develop conceptual site plan and design (including Trail Development Drawing) for the extension of the Heritage Rail Trail Park (0.5 miles)**
- a. Define alignment **BH** and inter-modal connections, from Philadelphia St to N. George Street at Hamilton Ave. **TRG & CSD: input**
  - b. Plan and design for recreation, stormwater mitigation, transportation and all elements required by the DCNR *MSDP Guidelines*, Sections E, F & G.1 (attached), including cost estimates.
    - i. **Section E + Section F – 1, 2, 3 & 4: BH;**
    - ii. **Basemap: CSD (from Task 4)**
    - iii. **Section F – 5: DI**
  - c. Provide documents sufficient to identify initial permits and clearances. **CSD**

**7. Develop a Conceptual Site Plan and Design for Lafayette Plaza**

- a. Define schematic layout and relationship of parking lot, public improvement & infrastructure and the Heritage Rail Trail alignment. **BH with input from CSD & TRG**
- b. Plan and design for recreation, stormwater mitigation, parking, transportation (Rail Trail widening) and all elements required by the DCNR *MSDP* Sections E, F & G.1 (attached), including cost estimates. **BH**
  - i. **Section E + Section F – 1, 2, 3 & 4: BH;**
  - ii. **Basemap: CSD (from Task 4)**
  - iii. **Section F – 5: DI**
- c. Provide documents sufficient to identify initial permits and clearances. **CSD**

**8. Development of the City of York Green Action Plan (GAP)–Part 1**

- a. The GAP will include the preparation of green concept plans for five (5) strategic locations within the city where multiple benefits could be realized. Those benefits include water quality improvement, economic development, regulatory compliance (MS4's), in addition to aesthetic, environmental, and educational benefits. **LS**

The sites include:

- City Core – Codorus Creek Corridor
- Memorial Park – Poor House Run
- York City Industrial Park – UNT to Willis Run Corridor
- Noonan and Farquhar Parks - Willis Run
- York City East End Industrial Area - Mill Creek

The scope of work for each plan includes the following:

- Existing Conditions Map – Prepare maps identifying the existing conditions and issues/opportunities for each site. - **CSD**
- Visual Field Assessment – Field verification of base map information, visual stream assessment, outfalls, SWM facilities, drainage, and vegetation types of each of the five (5) sites. – **LS & CSD**

- Conceptual Green plans – Recommendations will be illustrated for each of the five (5) improvement areas including a description and examples of the proposed recommendations. **LS**

Recommendations will consider the following:

- SWM BMPs and drainage area improvements to improve infiltration and water quality
- Stream and floodplain improvements
- Native plant community establishment and reduced maintenance

- b. The GAP will address the need for urban best management practices (BMP) through development of typical urban BMP strategies tailored to the unique needs of the City of York. The goal of these typical strategies is to provide city planners with a guide along with the cost benefit analysis of each BMP in a typical setting. A minimum of six (6) strategies will be illustrated and detailed as necessary to affectively evaluate and quantify the benefits. **LS**

The strategies will include the following:

- Urban Street Strategies – BMPs that could be applied along urban streets (e.g. bump-outs, tree pits)
- Urban Square Strategies – BMP improvements that could be applied in identified urban square locations (e.g. courtyards, multiple tree planting pits)
- Urban Open Space / Park Strategies – BMPs that could be applied in larger green space areas within the city (e.g. bio-retention basins, meadows, tree plantings)

- c. The GAP will prioritize efforts to improve the water quality and riparian function of Codorus Creek and its tributaries as a centerpiece of the City's revitalization efforts. Specifically this will focus on the trail being developed within the planning efforts of this proposal. **LS/CSD**

- d. The GAP will evaluate and coordinate with existing planning efforts related to regulatory compliance efforts, specifically: **LS with input from CSD**
  - i. Identify and list target areas that represent underutilized, public, and available lands
  - ii. Provide prioritization based on cost/benefit analysis which demonstrates economic benefits

- iii. Provide strategies that can be replicated throughout the City and the surrounding region
  - iv. Provide a visual map showcasing opportunities to help court additional funding
  - v. Provide cost / benefit evaluation of each proposed improvement and strategy
  - vi. Outline specific opportunities for community education and outreach to promote economic, environmental and regulatory advancement in the City.
- e. The GAP will provide a Cost/Benefit Analysis LS

The cost benefit will be analyzed for each proposed improvement area and typical strategy. This analysis will quantify the following benefits for purpose of evaluation:

- o Regulatory Compliance
  - o Amount of pollutants removed which could address MS-4 regulations, Chesapeake Bay Pollutant Reduction Plans, TMDL goals
  - o Amount of flood storage and stormwater volume to address flooding and SWM issues
  - o Cost estimate for design, permitting and construction of proposed improvements for each of the recommendations for each of the five (5) improvement areas.
  - o Unit cost estimate for each of the proposed Urban BMP Strategies
9. **Develop a Conceptual Site Plan and Design for two multi-modal connectors; approximately .8 miles of two multi-modal connectors between the Heritage Rail Park and York's downtown. TRG, CSD, BH**
- a. Concept Plan and design for recreation, stormwater mitigation, transportation and all elements required by the DCNR *MSDP Guidelines*, Sections E, F & G.1 (attached), including cost estimates. The Concept Plans will review the following opportunities:
    - i. Concept Plan and design for bicycle/pedestrian improvements Gay Ave., or alternate location, from the Rail Trail to North Duke Street.
    - ii. Examine the feasibility for a Cycle Track on W. Market St. from the Rail Trail to N. Duke St.
  - b. Provide documents sufficient to identify initial permits and clearances.
    - i. Section E + Section F – 3 (final) : BH;
    - ii. Basemap: CSD (from Task 4)
    - iii. Section F – 1, 2, 3 (draft) & 4 + G.1: TRG
    - iv. Section F – 5: DI

**10. Perform analysis of site accessibility and recreational opportunities for MSDP sites - BH**

- a. Ensure that all plans and designs produced accommodate ADA accessibility for all MSDP sites.
- b. Analyze the need for park amenities such as trash cans, water fountains, etc. at MSDP sites.

**11. Develop Conceptual Site Plan and Design for the green road; .25-mile "green" road through a reclaimed brownfield site adjacent to the Heritage Rail Trail Park and the Codorus Creek riverfront. - CSD, BH, TRG**

- a. Conceptual Plan and design for access to recreation, stormwater mitigation, transportation, utilities, lighting and all elements required by the DCNR *MSDP Guidelines*, Sections E, F & G.1 (attached); including cost estimates.
  - i. Section E + Section F – 3 (final) : BH;
  - ii. Basemap: CSD (from Task 4)
  - iii. Section F – 1, 2, 3 (draft) & 4 + G.1: TRG
  - iv. Section F – 5: DI
- b. Provide documents sufficient to identify initial permits and clearances. - CSD

**12. Urban Tree Canopy Assessment - DI**

- a. Urban Tree Canopy (UTC) Assessment (Bureau of Forestry) – The UTC project will provide a top down assessment of the entire City's tree canopy cover. Using available city and county GIS data (e.g. parcel, neighborhoods, zoning, and park boundaries), the resulting UTC metrics will be summarized. The metrics include high resolution land cover data for 7 land cover types (canopy, grass, bare soil, water, impervious, buildings, and roads) as well as tree canopy data including existing tree canopy cover and possible planting areas. The Tree Canopy and Green Infrastructure Specialist will work with the City to:
  - establish a tree canopy goal and strategies to achieve success using the UTC data
  - integrate the UTC assessment data into the City's Green Infrastructure plan

- The UTC assessment will be funded by the PA Urban and Community Forestry Council and Bureau of Forestry and the process will begin upon receiving a signed letter of commitment (draft attached) from the City to achieve the listed bullet items. - DI
- b. Bureau of Forestry, with assistance from students at York College, will perform a street tree inventory of the City of York using U.S. Forestry Service i-Street Trees program tools. - DI
- c. Conduct a review of City ordinances as they relate to stormwater and green infrastructure and suggest revisions that will positively impact the green future of the City. - CSD

### 13. Final MSDP, GAP Product and Deliverables - CSD

- a. Prepare ten copies of a MSDP draft report, including all elements required by the DCNR *MSDP Guidelines* (attached).
- b. Prepare ten copies of the Green Action Plan draft report.
- c. Prepare electronic copies of the GAP design standard templates for use in advancing green infrastructure techniques in the City of York.
- d. Prepare twenty bound copies of the final narrative reports, five printed full-scale site development drawings, and three electronic copies in a format that can easily be disseminated by the City of York, all to include all elements required by the DCNR *MSDP Guidelines* (attached).

Attachments: Park Site Development Drawing Checklist, Trail Development Drawing Checklist, Master Site Development Plan Guidelines

### SPECIFIC EXCLUSIONS

C.S. Davidson, Inc. does not anticipate the need to provide the following services at this time as they are not required or are being performed by other design team members. Therefore, these services are specifically excluded from this proposal. Should any of these services be required during the completion of this project or as the scope of the project changes, they can be performed for an additional, negotiated fee.

- Construction or permit level plan drawings
- Detailed engineering design data
- Traffic Impact Study or analysis
- Land Development Plan approval
- Full-Parcel Boundary Surveys
- Zoning Hearing Board Proceedings
- Sewage Planning or sewer and water service design

- *PennDOT permitting including Highway Occupancy Permitting.*
- *On-site subsurface investigations.*
- *Phase I Environmental Site Assessment.*
- *Historical and archeological studies and reports.*
- *Hydrogeologic study.*
- *Geologic Report or Study.*
- *Mechanical, Electrical, and Plumbing (M/E/P) Design.*
- *Construction stakeout.*
- *Any off-site improvement designs or permitting.*
- *Materials testing during construction.*
- *Services resulting from significant changes in the scope of the project or major changes in the plans or specifications previously accepted by you, which are beyond our control.*
- *Any work specifically excluded in the Scope of Professional Services listed above.*

#### **COMPENSATION**

*CSD proposes to perform the tasks listed above on the basis of a Lump Sum contract for a total project fee of \$184,500.00.*

Should any work outside of the Scope of Professional Services be required, that amount will be billed separately for an additional, negotiated fee. None of the costs listed above include Township, County or State filing fees or direct expenses such as outside reproductions and mileage. Long distance telephone charges, in-house regular sized photocopying charges, and mailing costs are already included in our fees.

#### **SCHEDULE**

CSD and the Team will develop a schedule for completion of this study. **DI, LS, CSD, BH, TRG**

Below is the anticipated sequence of planning elements to be taken up by the Team. As this planning team consisting of several providers, it is our expectation that the planning of multiple elements will happen simultaneously. Also, we expect at least one of the tree analyses to take place during the summer months, when York College students are available to assist with the work.

Planning elements 1 through 6 are expected to begin at or close to the outset of work and will continue through the overall planning process as needed.

1. Public participation (Months 1-15)
2. Participation in meetings by design and engineering consultants (Months 1-15)
3. Master planning and feasibility (Months 1-15)
4. Physical assessment of rights-of-way (Months 1-15)
5. Work with stakeholders to develop a plan for operations, maintenance, and security (Months 1-15)

**CONTRACT AGREEMENT  
FOR PROFESSIONAL ENGINEERING SERVICES (Civil)**

Engineer's Project No: 0407.1.09.00

Date: May 15, 2015

Client: City of York

Project Mgr. Jeffrey S. Shue, P.E.

Project Name: North Bend Opportunity Area and Green Master Plan

Client Mgr. W. Casey Deller, P.E.

Project Location: City of York, York County, PA

**1. PROJECT DESCRIPTION:**

As described in C.S. Davidson, Inc.'s (CSD) Proposal for Professional Services dated May 15, 2015.

**2. ENGINEER'S SCOPE OF SERVICES:**

As described in CSD's Proposal for Professional Services dated May 15, 2015.

**3. FEE ARRANGEMENT:**

As described in CSD's Proposal for Professional Services dated May 15, 2015.

**3a. RETAINER AMOUNT:**

None.

**4. SCHEDULE:**

As described in CSD's Proposal for Professional Services dated May 15, 2015.

**5. SPECIAL CONDITIONS:**

None.

THE ATTACHED TERMS AND CONDITIONS, ITEMS 6 THROUGH 15, SHALL BE A PART OF THIS AGREEMENT.

ACCEPTANCE AND EXECUTION OF THIS AGREEMENT: (Void if not executed by both parties within 45 days of the date of this Agreement)

Accepted by:

Signature: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

For: \_\_\_\_\_

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

Offered by:

Signature: Kerryn E. Fulton

Print Name/Title: Kerryn E. Fulton, P.E., C.O.O.

For: C. S. Davidson, Inc.

Date: 5/15/15

Client Retain Original, Return Copy to C. S. Davidson, Inc.

**CONTRACT AGREEMENT  
FOR PROFESSIONAL ENGINEERING SERVICES (Civil)**

**TERMS AND CONDITIONS (CIVIL PROJECTS)**

**6. General**

6.1 C.S. Davidson, Inc., its employees and subconsultants (the "Engineer"), agrees to provide those professional services agreed to on the first page. Additional services may be performed if requested by Client, subject to modification of the reimbursement and/or work schedule as necessary.  
This Agreement shall be construed in accordance with the Laws of the Commonwealth of Pennsylvania.

**7. Standard of Care**

7.1 Services performed by the Engineer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession practicing under similar circumstances in the same or similar locality. Our professional services will be performed, our findings will be obtained, and our recommendations prepared in accordance with generally accepted principles of engineering practice.

7.2 Unless otherwise specified, boundary surveys shall conform to accuracy standards of Pennsylvania Society of Land Surveyors.

7.3 Unless otherwise specified, topographic surveys shall be accurate to within one-half inch of the contour interval.

7.4 Subdivision plan and/or boundary plats shall be mathematically closed.

7.5 Boundary surveys shall be based upon deeds of record and available physical evidence. Unless otherwise specified, Engineer's services do not include research beyond that which is necessary to provide data relative to establishment of boundary lines, rights-of-way, easements, and other matters which may affect the property are specifically excluded except as otherwise provided.

7.6 Plans, drawings, and supporting information required for municipal review shall be prepared in accordance with applicable ordinances and in accordance with Client's instructions. Modifications required by the municipality shall be made at Client's expense.

7.7 The location of underground utilities, if shown, shall be based upon surface evidence and/or utility records. Client agrees to advise Engineer of known or suspected underground features or structures which could affect services provided hereunder; and further agrees to hold Engineer harmless for all claims arising from and damages to underground structures where locations are based upon available information.

7.8 The Engineer agrees to be responsible for his own or his employee's negligent acts, errors or omissions in the performance of their professional services.

**8. Reuse of Documents**

8.1 All documents including Drawings and Specifications furnished by Engineer pursuant to this Agreement are the property of Engineer, and Engineer retains all copyright protections related thereto. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by Engineer will be at Client's sole risk and without liability or legal exposure to Engineer, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Client and Engineer.

**9. Termination**

9.1 This Agreement may be terminated by either party upon seven days written notice. In the event of any termination, Engineer will be paid for all services rendered to the date of termination.

**10. Compensation**

10.1 Unless otherwise specified, Client will be billed at monthly intervals on the basis of our present multiplier for professional services of 2.0 times salary costs, plus a reimbursable expense times a factor of 1.1. The Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all Engineer's personnel engaged on Client's account, including, but not limited to, engineers, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, Social Security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits. Reimbursable Expenses mean the actual expenses incurred by Engineer or Engineer's independent professional associates or consultants on Client's account, and (if authorized in advance by Client) overtime work requiring higher than regular rates. Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment.

10.2 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a service charge of one and one-half percent (1.1/2%) per month (18% per annum) or fraction thereof on past due payments under this Agreement.

10.3 It is further agreed that in the event a lien or suit is filed to enforce overdue payments under this Agreement, the Engineer will be reimbursed by the Client for all court costs and reasonable attorney's fees in addition to accrued service charges. Engineer reserves the right to suspend services if invoices are unpaid past due ninety (90) days from invoice date.

**11. Construction Phase Services**

11.1 If requested by Client, Engineer shall consult with and advise Client and act as Client's representative as provided in Articles 1 through 17, inclusive, of the current EICDC "Standard General Conditions of the Construction Contract". The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing.

11.2 A representative of Engineer shall make visits to the site at intervals appropriate to the various stages of construction to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's(s) work to determine conformance with the design concept and for general compliance with the Contract Documents.

11.3 It is understood that Engineer shall not, as a result of such observations of Contractor's(s) work in progress, supervise, direct or have control over Contractor's(s) work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s), or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work.

11.4 In the event that field services during the construction phase are not requested by Client, it is agreed that the Owner will hold harmless, indemnify and defend the Engineer from any claim or suit whatsoever, including, but not limited to, all payments, expenses or costs involved, arising from the Contractor's(s) performance or the failure of the Contractor's(s) work to conform to the design intent and the Contract Documents.

**12. Insurance**

12.1 The Engineer represents and warrants that it and its agents, employees and consultants employed by it, is and are protected by worker's compensation insurance, and that Engineer has such coverage, under public liability and property damage insurance policies, to protect itself from claims arising from work performed under this Agreement. Certificates in evidence of policies of insurance will be provided to Client upon request.

**13. Limitation of Liability**

13.1 The Engineer's liability for damages due to error, omission or professional negligence will be limited to an amount not to exceed \$50,000 or Engineer's fee, whichever is greater. The limit of liability may be raised at Client's request, provided that Client agrees to pay an additional consideration therefor. Said limitation of liability is the sole and exclusive remedy to Client in the event of Engineer's breach of duty.

13.2 No employee or agent of Engineer shall have any individual professional liability to the Client as an alternative to, in addition to, or in excess of, Engineer's liability under these contract terms and conditions.

**14. Modifications**

14.1 This Agreement constitutes our entire understanding concerning the project, and there are no understandings or agreements concerning the project except as expressly stated herein.

14.2 The Scope of Services, Schedule, and Compensation are based upon our understanding of the project as of the date of this Agreement. If events during the course of the project materially alter the scope, Engineer shall so inform the Client so that this Agreement may be modified accordingly. All such modifications shall be in writing.

**15. Dispute Resolution**

15.1 The Engineer and Client agree that they will attempt to resolve all claims, disputes or controversies arising out of, or in relation to, the interpretation, application or enforcement of this Agreement through mediation.

March 2007

# North Bend Opportunity Area Master Planning for Recreation, Stormwater Mitigation, and Transportation

## City of York

### SCOPE OF WORK – TASKS & ASSIGNMENTS

The following is an outline of the proposed scope of planning, surveying and public participation work necessary for achieving the desired result of 1) creating a system of stormwater management and essential multi-modal connectors in the North Bend Opportunity Area of the City of York and 2) charting a path for a greener York City through the development of a Green Action Plan and the conducting of street tree analyses. The aforementioned stormwater/recreation/transportation system will incorporate the extension of the Heritage Rail Trail along the Codorus Creek from Philadelphia Street to George Street, redevelopment of the Lafayette Plaza trailhead, the construction of a “green road” through the Northwest Triangle former brownfield site, and improvements to/installation of two multi-modal connectors between the Heritage Rail Trail City (Riverfront) Park and York’s downtown. In the months since the City of York’s grant application, additional items have been added to the scope of work through collaborative efforts with DCNR and local donors. Below is the anticipated sequence of planning elements to be taken up by the professional services providers: [As we foresee the planning team consisting of several providers, it is our expectation that the planning of multiple elements will be happening simultaneously. Also, we expect at least one of the tree analyses to take place during the summer months, when York College students are available to assist with the work.]

Planning elements 1 through 6 are expected to begin at or close to the outset of work and will continue through the overall planning process as needed.

1. Public participation (Months 1-15)
2. Participation in meetings by design and engineering consultants (Months 1-15)
3. Master planning and feasibility (Months 1-15)
4. Physical assessment of rights-of-way (Months 1-15)
5. Work with stakeholders to develop a plan for operations, maintenance, and security (Months 1-15)
6. Perform analysis of site accessibility and recreational opportunities (Months 1-15)
7. Develop conceptual site plan and design (including Trail Development Drawing) for the extension of the Heritage Rail Trail Park (Months 1-4)
8. Development of the City of York Green Action Plan, Part I (Months 1-7)

9. Develop a Conceptual Site Plan and Design for Lafayette Plaza (Months 3-6)
10. Develop a Feasibility Study/Conceptual Site Plan and Design for two multi-modal connectors (Months 3-10)
11. Develop Conceptual Site Plan and Design for the green road (Months 6-12)
12. Develop the City of York Green Action Plan, Part II (Months 6-15)
13. Final MSDP, GAP Product and Deliverables (Months 10-15)

### **Planning elements**

1. Public Participation—this scope of work has been made possible through the involvement of a strong public-private partnership of community stakeholders. This consensus-building coalition has been essential to positioning the community to accept such radical changes to the City’s landscape. The desire of the City of York is to involve members of that coalition and those involved in facilitating this recent progress in the public participation portion of this project.
  - a. Establish a steering committee and subcommittees of key stakeholders for each of the three distinct portions of the proposed system: Rail Trail extension/Lafayette Plaza, Green Road, and Multimodal connectors.
  - b. Facilitate two meetings of the master steering committee and three meetings for each of the three subcommittees.
  - c. Facilitate three public meetings.
  - d. Develop and carry out a strategy for outreach and promotion for the project.
  - e. Conduct fifteen stakeholder interviews.
  - f. Create, administer, and provide findings from a survey questionnaire to be used for community participation.
2. Participation in meetings by design and engineering consultants.
  - a. Prepare for and participate in all necessary public and committee meetings, as facilitated by public participation consultant.
  - b. Incorporate findings from public participation in planning and designing efforts.
3. Master Planning and Feasibility
  - a. Conduct research of existing studies of the former brownfield site and determine the need for additional site analysis.
  - b. Coordinate efforts related to the three portions of the system and the Green Action Plan effort, ensuring that there is no duplication of efforts and that all elements combine to create a functional system.

- c. Conduct an analysis of legal feasibility.
  - d. Incorporate elements of individual site plans and designs into a Master Site Development Plan (MSDP) for recreation, stormwater management, and transportation, including all elements required in the MSDP in sections A through K and M of the Department of Conservation and Natural Resource's (DCNR) *Master Site Development Plan: General Information and Scope of Work Guidelines* (attached).
4. Physical assessment of the rights-of-way of the three component areas and all site analysis work required by the DCNR *MSDP Guidelines*, but found to have not yet been completed.
5. Work with stakeholders to develop a plan for operations, maintenance, and security for the extension of the Rail Trail Park and multi-modal connectors, including all elements required by the DCNR *MSDP Guidelines* (attached).
  - a. Work with stakeholders to determine best strategies for maintenance, policing, and management.
  - b. Identify potential funding models for above considerations.
  - c. Identify maintenance needs and potential costs.
  - d. Work with local police expert in Crime Prevention Through Environmental Design (CPTED) in design considerations.
6. Perform analysis of the potential for recreational uses and activities in the project area, as well as site accessibility.
  - a. Ensure that all plans and designs produced accommodate ADA accessibility for Lafayette Plaza, the extension of the Heritage Rail Trail, the two multi-modal connectors, and the green road.
  - b. Analyze the need for park amenities such as trash cans, water fountains, etc.
7. Develop Conceptual Site Plan and Design for the extension of the Heritage Rail Trail Park through a riparian urban environment of roughly .5 miles.
  - a. Plan and design for recreation, stormwater mitigation, transportation and all elements required by the DCNR *MSDP Guidelines* (attached), including cost estimates.
  - b. Provide documents sufficient to allow the community to move forward with identifying initial permits and clearances.
8. Development of the City of York Green Action Plan (GAP) – Part I: provide a comprehensive Green Action Plan (GAP) for the City of York to implement green infrastructure and incorporate water quality improvement seamlessly into both previously planned activities and future action within the City. The GAP will include the preparation of Green Masterplans for five (5) strategic locations within the city where multiple benefits could be realized. Those benefits include water quality improvement, economic development, regulatory compliance (MS4's), in addition to aesthetic, environmental, and educational benefits. The GAP will also address the need for urban best management practices (BMP) through development of typical urban BMP strategies tailored to the unique needs of the City of York. Outcomes:

- a. Prioritized water quality and flood hazard mitigation improvements with regulatory drivers (e.g. MS4, SWM, etc.)
- b. Prioritize efforts to improve the water quality and riparian function of Codorus Creek and its tributaries as a centerpiece of the City's revitalization efforts.
- c. Build upon and coordinate with existing planning efforts
- d. Identify and target underutilized, public, and available lands
- e. Provide prioritization based on cost/benefit analysis which demonstrates economic benefits
- f. Provides strategies that can be replicated throughout the City and the surrounding region
- g. Provides a visual map showcasing opportunities to help court additional funding
- h. Provides concept Green Masterplans for five (5) selected sites
- i. Provides quantifiable data for each of the five selected sites and associated improvements (e.g. quantity of nitrogen, phosphorus, and/or sediment removed, volume of stormwater storage, etc.)
- j. Provides urban BMP strategies and templates (e.g. Urban Square, Urban Streets, Open Space/Parks, etc.) along with the unit of quantifiable improvements for each strategy
- k. Provide cost / benefit evaluation of each proposed improvement and strategy
- l. Community education/outreach

Work plan for Part I of the Green Action Plan:

**A. Work Plan:** The bulk of the work plan includes three main tasks:

Task 1 – Conceptual Green Masterplans for Five (5) Select Improvement Areas

Five sites representing a variety of conditions within the City limits were identified in previous studies and by local stakeholders as opportunity areas for improvements. The sites include:

1. City Core – Codorus Creek Corridor
2. Memorial Park –Poor House Run
3. York City Industrial Park – UNT to Willis Run Corridor
4. Noonan and Farquhar Parks - Willis Run
5. York City East End Industrial Area - Mill Creek

The scope of work for each plan includes the following:

- Existing Conditions Map – Prepare maps identifying the existing conditions and issues/opportunities for each site for use as a base for the Conceptual Green Masterplans and to present and facilitate meetings.

- Unit cost estimate for each of the proposed Urban BMP Strategies
9. Develop Conceptual Site Plan and Design for Lafayette Plaza, a parking lot adjacent to the current trailhead of the Heritage Rail Trail.
    - i. Plan and design for recreation, stormwater mitigation, parking, transportation (Rail Trail widening) and all elements required by the DCNR *MSDP Guidelines* (attached), including cost estimates.
    - ii. Provide documents sufficient to allow the community to move forward with identifying initial permits and clearances.
  10. Develop planning documents for approximately .8 miles of two multi-modal connectors between the Heritage Rail Park and York's downtown.
    - a. Plan and design for recreation, stormwater mitigation, transportation and all elements required by the DCNR *MSDP Guidelines* (attached), including cost estimates.
    - b. Plan and design for bicycle/pedestrian improvements Gay Street or alternates selected location from Rail Trail to North Duke Street.
    - c. Examine the feasibility of a cycle track on West Market Street from Rail Trail to North Duke Street.
    - d. Provide documents sufficient to allow the community to move forward with identifying initial permits and clearances.
  11. Develop Conceptual Site Plan and Design for the construction of a .25-mile "green" road through a reclaimed brownfield site adjacent to the Heritage Rail Trail Park and the Codorus Creek riverfront.
    - a. Plan and design for access to recreation, stormwater mitigation, transportation and all elements required by the DCNR *MSDP Guidelines* (attached), including cost estimates.
    - b. Provide documents sufficient to allow the community to move forward with identifying initial permits and clearances.
  12. City of York Green Action Plan – Part II
    - a. Urban Tree Canopy (UTC) Assessment (Bureau of Forestry) – The UTC project will provide a top down assessment of the entire City's tree canopy cover. Using available city and county GIS data (e.g. parcel, neighborhoods, zoning, and park boundaries), the resulting UTC metrics will be summarized. The metrics include high resolution land cover data for 7 land cover types (canopy, grass, bare soil, water, impervious, buildings, and roads) as well as tree canopy data including existing tree canopy cover and possible planting areas. The Tree Canopy and Green Infrastructure Specialist will work with the City to:
      - establish a tree canopy goal and strategies to achieve success using the UTC data
      - integrate the UTC assessment data into the City's Green Infrastructure plan

- The UTC assessment will be funded by the PA Urban and Community Forestry Council and Bureau of Forestry and the process will begin upon receiving a signed letter of commitment (draft attached) from the City to achieve the listed bullet items.

- b. Bureau of Forestry, with assistance from students at York College, will perform a street tree inventory of the City of York using U.S. Forestry Service i-Street Trees program tools.
- c. Conduct a review of City ordinances as they relate to stormwater and green infrastructure and suggest revisions that will positively impact the green future of the City.

### 13. Final MSDP, GAP Product and Deliverables

- a. Prepare ten copies of a MSDP draft report, including all elements required by the DCNR *MSDP Guidelines* (attached).
- b. Prepare ten copies of the Green Action Plan draft report.
- c. Prepare electronic copies of the GAP design standard templates for use in advancing green infrastructure techniques in the City of York.
- d. Prepare twenty bound copies of the final narrative reports, five printed full-scale site development drawings, and three electronic copies in a format that can easily be disseminated by the City of York, all to include all elements required by the DCNR *MSDP Guidelines* (attached).

Attachments: Park Site Development Drawing Checklist, Trail Development Drawing Checklist, Master Site Development Plan Guidelines

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### Planning Deliverables Summary:

1. Sites with master site development plans including site drawings, initial design, and cost estimates for all efforts up to and including construction:
  - Rail Trail extension
  - "Green" road through the Northwest Triangle
  - Lafayette Plaza
  - Two multi-modal connectors between the Heritage Rail Trail and Downtown York
2. Sites conceptually planned with cost/benefit ratios and illustrative drawings:
  - Conceptual green master plans for five sites in the City of York Green Action Plan
3. Tree analyses by the Bureau of Forestry
4. Design standard templates for green infrastructure for the City of York Green Action Plan