

**REQUEST FOR PROPOSAL (RFP)**  
**ASH PARK, ENGINEERING, PERMITTING, BIDDING AND**  
**CONSTRUCTION OBSERVATION SERVICES FOR**  
**PHASES 1 & 2**  
**City of Coatesville, Chester County**

The City of Coatesville is accepting proposals for a one-time professional services contract to prepare signed and sealed construction drawings, specifications, permit applications, bid manual, and construction observation for the Phase 1 and 2 improvements, outlined as Area A and Area B in the Ash Park Master Plan, which was adopted by the City of Coatesville Council on January 10, 2022.

Copies of the RFP may be obtained via email at [info@coatesville.org](mailto:info@coatesville.org) **after 9:00 AM on Wednesday, May 24th**. Submit requests for the RFP to: [info@coatesville.org](mailto:info@coatesville.org).

Requests for clarification regarding this RFP are to be submitted via email to [info@coatesville.org](mailto:info@coatesville.org), **no later than 4:00 PM on Monday, June 5th, 2023**. Answers to Requests for clarification will be provided to all firms who have requested the RFP via email **no later than 4:00 PM on Wednesday, June 14<sup>th</sup>, 2023**.

An electronic copy of the proposals must be received by the City of Coatesville via email: [info@coatesville.org](mailto:info@coatesville.org) or hand delivered to the City of Coatesville, 1 City Hall Place, Coatesville, PA 19320 no later than **4:00 PM EDT on Wednesday, June 21<sup>st</sup>, 2023**. Proposals received after the stated date and time will not be opened. Maximum file size is 10 MB.

# REQUEST FOR PROPOSAL (RFP)

## ASH PARK ENGINEERING, PERMITTING, BIDDING AND CONSTRUCTION OBSERVATION SERVICES FOR ASH PARK PHASES 1 & 2

City of Coatesville, Chester County

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## **SECTION 1. BACKGROUND**

The City of Coatesville is Chester County's only city and is located forty-five miles west of Philadelphia. Beginning in 2016, the City undertook revitalization of its park system and to date has improved Patton and Palmer Parks. At 9.3 acres, Ash Park represents the City's only community park, serving a population of 13,069 residents. An Ash Park Master Plan, prepared by Natural Lands with assistance from Toole Recreation Planning; Atlantic Aquatic Engineering, Inc.; Meliora Design; and Becker and Frondorf can be found on the City's website at <https://www.coatesville.org/wp-content/uploads/2022/08/AshParkMasterPlan-2022-01-19-small-1.pdf>

Coatesville City Council adopted the plan on January 10, 2023. Since adoption, the City has applied for and received grants for Phases 1 and 2 totaling \$2,936,400 from the following sources: 1) \$1,136,400 from the Department of Conservation and Natural Resources (DCNR) Community Conservation Partnership Program; 2) \$1,000,000 in Federal 2023 Community Project Funding; 3) \$500,000 in the Department of Community and Economic Development (DCED) Local Share Account funding; 4) \$200,000 in DCED Keystone Communities funding and 5) \$100,000 in local match held by the City of Coatesville.

The Ash Park Master Plan contains the construction cost estimates in Appendix 4 (Phases 1 and 2 correspond to Area A and Area B). Be aware that wet soils and an underground stream represent the greatest site constraint (Ash Park Master Plan, site inventory & analysis, page 8). Experience designing sustainable, effective stormwater management systems is critical to the design and construction of this site and is a critical consideration in selecting the consultant.

Phase 1. Contains two long-shuttered swimming pools, pump house and bath house. The swimming pools will be demolished, removed, filled and will not be replaced. The bathhouse will be repurposed as a public restroom and swimming pool pump house demolished or repurposed for the spray ground mechanical equipment. Phase 1/Area A will be renovated to contain a concrete entry for events and public art; reuse of the existing bath house building for public restrooms; new pavilion with cooling station and water fountain; a playground and spray ground with recirculating water system; and new landscaping, furnishings, entry steps, curbing and signage. Natural Lands, consultant for the Ash Park Master Plan, will act as the City's representative for this Phase, to include completion of the planting plan to be included in the bid documents; and as design consultant regarding furnishings including but not limited to pavilion, play equipment, playground features, swing, picnic tables, bathhouse design and other aesthetic elements. A site development drawing for this phase is attached to this RFP.

Phase 2. Contains two existing basketball courts and two former tennis courts which have been converted to six horseshoe pits and an informal seating and gathering area. This area (known as Phase 2. and referred to in the Ash Park Master Plan as Area B) will be renovated to include three basketball courts with bleacher and bench seating; an upgraded horseshoe

area; associated fencing and lighting; and stormwater management. Natural Lands, consultant for the master plan, will complete the planting plan for this Phase, to be included in the bid documents.

Implementation. The City intends to begin construction drawing, specification and permit application work for both phases immediately. Final signed and sealed construction drawings, specifications, permit applications, and the bid manual for Phase 1 and 2 improvements will be prepared in summer and early fall 2023, in anticipation of a late 2023 bid award and construction commencing in spring 2024 with completion by December 18, 2024.

The City seeks proposals from qualified firms to provide final signed and sealed construction drawings, specifications, permit applications, bid manual and construction observation required to implement Phase 1 and Phase 2 improvements in a fiscally responsible and environmentally sustainable manner.

## **SECTION 2. GENERAL TERMS**

- The City reserves the right to reject any or all proposals and select the proposal determined to be in the best interest of the City of Coatesville.
- The contract is subject to the approval of the City of Coatesville Council and is effective only upon their approval.
- Respondents are bound by the deadline and other requirements for submittals as outlined in this RFP.
- Proposals will remain effective for the City of Coatesville’s review and approval for 90 days from the deadline for submitting proposals.
- If only one proposal is received, the City reserves the right to negotiate with the proposer or seek additional proposals on a formal or informal basis during the 60-day period in which proposals are effective.
- Respondents are encouraged to clarify, modify, or add to any work items in order to develop high-quality deliverables at the lowest possible cost. All changes to the RFP should be clearly identified and explained in writing by the proposer.

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

Proposers shall provide an overview of their firm's approach to the required preparation of signed and sealed construction drawings, specifications, permit applications, bid manual and construction observation. Proposers should describe their approach to protect Ash Park's natural environment; to control long-term maintenance costs; and to ensure that the project is undertaken in a financially responsible manner.

The City is committed to developing a collaborative approach to the final park design, including coordination with City staff, elected officials and Natural Lands, consultant for the Ash Park Master Plan. Respondents should address their approach to the following tasks in their proposal.

**REQUIRED PLANS.** The following plans are to be prepared as required according to accepted trade practices. Additional plans shall be prepared as deemed necessary by the consultant to clearly depict the work contemplated. Drawings are to be prepared to scale and sealed by the registered professional responsible for their preparation.

1. **SURVEY:** A Boundary and Topographic survey showing 1' contour intervals has been completed and will be made available as a CAD file to the successful bidder. Existing features may need to be added to that plan.
2. **DEMOLITION PLAN:** Indicating site features to be removed, demolished/deconstructed or relocated.
3. **ARCHITECTURAL PLANS AND DETAILS:** Showing building layout for the public restroom to include, materials, interior features, utilities, sections, elevations, and construction details as needed to obtain approvals from the appropriate authorities. Included in the responsibilities of the architect are any needed structural, HVAC, electrical, plumbing, or similar services.
4. **SITE IMPROVEMENTS PLAN:** Showing proposed site features and improvements in their proper locations, to scale, with adequate dimensions, and notes to allow efficient placement and construction of proposed site features. The selected professional shall collaborate with Natural Lands whose staff will specify site furnishings, playground amenities and playground equipment.
5. **GRADING PLAN:** Showing existing and proposed grades, slopes and elevations. Include spot elevations at critical locations, abrupt changes in grades and other appropriate locations.
6. **UTILITIES PLANS:** Showing existing and proposed utilities, whether they service the park or are in close proximity to the park or proposed disturbance, or as required, to obtain approvals from the appropriate authorities. Utilities shall include electricity, site lighting, water, sewer, gas, internet, data, etc.
7. **EROSION AND SEDIMENT CONTROL AND DETAIL PLANS:** Showing proposed temporary control methods and procedures to prevent excessive runoff and erosion during the construction period as required to obtain necessary approvals from the appropriate authorities.
8. **STORMWATER MANAGEMENT PLANS AND DETAILS:** Showing proposed stormwater pipes, inlets, storage facilities, etc. and where and how they connect to existing facilities as required to obtain approvals from the appropriate authorities. Please be aware that an

NPDES permit will be required for this site.

9. POST CONSTRUCTION STORMWATER MANAGEMENT PLANS AND DETAILS: Showing and describing management/maintenance procedures as required to obtain approvals from the appropriate authorities. LANDSCAPE PLANS: Showing locations, species, sizes and installation details for trees, shrubs, and landscape plantings. This item will be provided by Natural Lands.
10. PROJECT MANUAL: Written specifications that are thoroughly coordinated with the plans.

**BID PHASE SERVICES:** The Consultant will assist the City during the bidding process by providing the following services:

1. Conduct the pre-bid meeting
2. Prepare addenda as needed
3. Review and analyze bids
4. Check bidder references
5. Recommend contractor for award
6. Provide construction observation services
7. Provide certificate, to DCNR standards, that the project was completed per the design

**OTHER REQUIREMENTS:**

1. This project is funded in part by granting agencies, and as such, acknowledgement of their participation in the project is required. It is the responsibility of the proposer to understand and provide the appropriate acknowledgements. It is further the responsibility of the proposer to ensure the proposal complies with state and federal law relating to use of grant funds.
2. PA DCNR requires that facilities designed or constructed with State or federal funding comply with the Americans with Disabilities Act (ADA). It is the responsibility of the proposer to understand and certify that facilities have been designed to meet ADA standards to the degree practical.
3. PA DCNR requires that facilities developed or rehabilitated with DCNR grant assistance must comply with the Architectural Barriers Act of 1968; Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990, as amended; and the 2010 ADA Standards for Accessible Design (2010 Standards). ADA requirements must be incorporated into the construction drawing and specifications.
4. PA DCNR must review drafts of all documents (such as site development drawings, bid manuals, specifications, etc.) prior to them being finalized and if the chosen firm will be expected to use the DCNR Customer Service Grant Portal.
5. The DCNR Nondiscrimination/Sexual Harassment Clause is referenced in the contract and shall be signed by the lead professional and included as an addendum in its entirety. The clause is provided in Appendix A of this RFP.
6. The Required Contract Provisions for Non-Federal Entity Contracts attached as Appendix B is referenced in the contract and shall be signed by the lead professional and included as an addendum in its entirety.
7. Per federal regulations, the Required Contract Provisions for Non-Federal Entity Contracts attached as Appendix B must be included in all contracts made by a non-federal entity operating under a federal award or grant. All proposals and

subsequent work must comply with applicable federal law, including but not limited to laws referenced in Appendix B.

#### **SECTION 4. CONSULTANT QUALIFICATIONS**

The design team must have documented expertise and experience including:

1. Leadership and successful management and coordination of designing park improvements, including trail systems.
2. The lead Engineer must have a minimum of 10 years' experience designing public park and recreation facilities/areas and be licensed in Pennsylvania to sign and seal documents.
3. The lead Architect must have a minimum of 10 years' experience designing public buildings and be licensed in Pennsylvania to sign and seal documents.
4. The lead Surveyor or Engineer must have a minimum of ten years' experience preparing detailed site surveys and must be licensed in Pennsylvania to sign and seal survey documents.
5. A Graphic Designer/Interpretive Specialist must have experience in developing interpretative sign systems which highlight natural and historical resources. The Graphic Designer will work closely with the City's volunteer boards and commissions.
6. The ability to effectively communicate recommendations and implementation strategies to elected officials, municipal staff, and other stakeholders.
7. The firm shall also meet the standard requirements for designing and managing park projects funded by PA DCNR.
8. The firm shall also comply with applicable law relating to federal funds, including but not limited to laws referenced in Appendix B.

#### **SECTION 5. REQUIRED PROPOSAL SUBMITTALS**

Proposal size is limited to 30 pages (double-sided), including all attachments and appendices, excluding the cover, table of contents, Harassment Clause, and Contract for Professional Services.

##### **Letter of Transmittal**

This letter must include the following:

- A statement demonstrating your understanding of the work to be performed.
- A statement affirming that the design team meets experience and expertise requirements as stated in SECTION 4 (above).
- The firm's contact person and telephone number.

##### **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.
- A statement of the firm's percentage of minority ownership
- A statement of the firm's record of hiring Veterans

- The location of the firm's office that will perform the work.
- Resumes of individuals (consultants, key employees, etc.) proposed to conduct the work and the specific duties of each in relation to the work.
- A list of five (5) municipal clients with contact information and a list of similar work performed by the consultant.
- In one brief paragraph, articulate what truly differentiates your firm from your competition and why you should be selected to carry out this project.

**Methods and Procedures**

The proposal must include a detailed description of the methods and procedures the firm will use to perform the Scope of Work as outlined in SECTION 3. Inclusion of examples of similar work is encouraged.

**Work Schedule**

The schedule must include anticipated time to complete each major work element and target dates for completion of draft and final documents. The City wishes to begin design and permit application work for both phases immediately. Ideally, final designs, construction documents, bid package and permit applications for Phase 1 and 2 improvements will be prepared in summer and early fall 2023, in anticipation of a late 2023 bid award and construction commencing in spring 2024 with completion by year end.

**Cost**

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

- Each person assigned to the work, their title, organization, hourly rate, and 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.

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

**Contract**

- A form Contract for Professional Services is provided in SECTION 7.
- If a firm submits an alternative contract, the firm must ensure said contract complies with state and federal law relating to use of grant funds.
- The DCNR Nondiscrimination/ Sexual Harassment Clause is referenced in the contract and shall be included as an addendum in its entirety. The clause is provided in Appendix A of this RFP.
- The Required Contract Provisions for Non-Federal Entity Contracts attached as Appendix B is referenced in the contract and shall be included as an addendum in its entirety.



- Per federal regulations, the Required Contract Provisions for Non-Federal Entity Contracts attached as Appendix B must be included in all contracts made by a non-federal entity operating under a federal award or grant. All proposals and subsequent work must comply with applicable federal law, including but not limited to laws referenced in Appendix B.

## **SECTION 6. EVALUATION CRITERIA**

### **A. Technical Expertise and Experience**

The following factors will be considered:

- The firm's experience in performing similar work
- The level of expertise of the individuals assigned to conduct the work
- Experience designing and permitting innovative, sustainable stormwater management systems on sites with wet soils and other hydrological challenges
- 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:

- Environmentally sustainable practices and impact on environmental resources
- Commitment to financial responsibility in the design of improvements and controlling long-term maintenance costs

### **C. Cost and Schedule**

The following factors will be considered:

- The cost of the proposal
- The schedule for completion of the project

### **D. Interview**

Any or all firms submitting proposals may be invited to interview and present their proposal. Interviews may occur using online video conferencing, as necessary.

## **SECTION 7. CONTRACT FOR PROFESSIONAL SERVICES**

A proposed contract is included for review. If it is satisfactory, it should be completed, executed, and submitted with the proposal. The contract is not binding on the City until a City representative signs the document. If you prefer an alternative contract, you may submit it as a part of your proposal. Any firm submitting an alternative contract must ensure said contract complies with state and federal law relating to use of grant funds. The City of Coatesville reserves the right, at its sole option, to enter the enclosed contract with the successful firm, or to negotiate the terms of a different professional services contract.

**CONTRACT FOR PROFESSIONAL SERVICES**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between City of Coatesville, Chester County, Pennsylvania ("City"), and \_\_\_\_\_ ("Consultant"). The Expiration Date is December 18, 2024.

WHEREAS, the City desires to have certain one-time professional consulting work performed involving the preparation of final design, construction document preparation, permit applications, and bid phase services for Phases 1 and 2 as identified in the Ash Park Master Plan;

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

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

WHEREAS, the Consultant is equipped and staffed to perform the work;

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

THE CONSULTANT WILL:

1. Comply with rules and regulations set forth by the Department of Labor to provide local prevailing wages to any classification of workers under this project;
2. professional final design, engineering, surveying, construction document preparation, permit applications, and bid phase services in accordance with the RFP;
3. comply with the Nondiscrimination/Sexual Harassment Clause which is attached hereto and incorporated herein as Appendix A;
4. comply with applicable federal law, including but not limited to laws referenced in Appendix B; and
5. obtain approval from the City of any changes to the staffing stated in its proposal. However, approval will not be denied if the staff replacement is determined by the City to be of equal ability or experience to the predecessor.

THE CITY WILL:

1. compensate the Consultant based on the actual hours worked and actual reimbursable expenses for a total amount not to exceed \$\_\_\_\_\_;
2. provide the Consultant with reasonable access to City personnel, facilities, and information necessary to properly perform the work required under this Contract; and
3. make payment to the Consultant within thirty (30) days after receipt of a properly prepared invoice for work satisfactorily performed.

CONTRACT DOCUMENTS:

The executed Contract shall consist of this Contract for Professional Services and any appendices thereto; as well as the following: Request for Proposal for Ash Park, for Engineering, Permitting, Bidding and Construction Observation Services for Phases 1 & 2, all attachments thereto; and all Bid/Proposal documents submitted to the City by the Consultant.

This Contract, together with the other documents enumerated in the preceding sentence, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto.

BREACH AND REMEDIES:

If either party breaches this Contract, the nonbreaching party shall have available to it all rights, remedies, and damages available under applicable law. If the City prevails in any legal suit, action, or proceeding against the Contractor arising out of this Contract, including, but not limited to, contract, equity, tort, fraud, and statutory claims, the City is entitled to receive, and the Consultant shall pay, in addition to all other remedies to which the City may be entitled, the costs and expenses incurred by the City in conducting or defending the suit, action, or proceeding, including actual attorneys' fees and expenses, and court costs.

TERMINATION FOR CAUSE:

This Contract may be terminated before the Expiration Date on written notice:

1. by either party, if the other party materially breaches any provision of this Contract and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within thirty (30) days after the breaching party's receipt of written notice of such breach;
2. by the Consultant, if the City fails to pay any amount when due and such failure continues for thirty (30) days after the City's receipt of written notice of nonpayment; or

3. by the City, if the Consultant (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, or (E) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.

The expiration or termination of this Contract, for any reason, shall not release either party from any obligation or liability to the other party that (1) has already accrued hereunder; (2) comes into effect due to the expiration or termination of the Contract; or (3) otherwise survives the expiration or termination of this Contract.

**NOTICE:**

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth below (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Contract, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section:

James Logan, City Manager  
City of Coatesville  
1 City Hall Place  
Coatesville, PA 19320  
jlogan@coatesville.org

**CHOICE OF LAW:**

This Contract and all related documents, and all matters arising out of or relating to this Contract, whether sounding in contract, tort, or statute, are governed by Pennsylvania law, regardless any of conflict of laws principles that require or permit application of the laws of any jurisdiction other than Pennsylvania.

CHOICE OF FORUM:

Any legal suit, action, or proceeding arising out of or relating to this Contract, whether sounding in contract, tort, or statute, must be commenced in the Court of Common Pleas of Chester County, Pennsylvania. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such court and any appellate court therefrom and agrees to commence any such action, litigation, or proceeding only in the Court of Common Pleas of Chester County, Pennsylvania.

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

WITNESS:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

FOR THE CITY:

\_\_\_\_\_

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

FOR THE CONSULTANT:

\_\_\_\_\_

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

**APPENDIX A**  
**DCNR NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, nor be in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, nor be in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well- lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not 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 any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first- tier subcontracts and have 50 or more employees. The

Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO- 1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

- 6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
  
- 7. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
  
- 8. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

*Based on Management Directive 215.16 Amended (5/11/17).*

FOR THE CITY:

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

FOR THE CONSULTANT:

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

**APPENDIX B**  
**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS**

**I. Equal Opportunity**

The Consultant will comply with 41 C.F.R. § 60-1.4, relating to equal opportunity, in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 F.R. 12319, 12935, 3 C.F.R. part 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The Consultant will provide hiring information to local residents and skilled laborers.

**II. Davis-Bacon Act**

The Consultant will comply with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141–3144, 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

**III. Copeland Anti-Kickback Act**

The Consultant will comply with the Copeland Anti-Kickback Act (40 U.S.C. § 3145) as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

**IV. Contract Work Hours and Safety Standards Act**

The Consultant will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708), as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

**V. Rights to Inventions Made Under Contract**

The parties will comply with 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by an awarding agency (*i.e.*, any federal agency funding this project).

**VI. Clean Air Act and Federal Water Pollution Control Act**

The Consultant will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401–7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251–1387).



**VII. Debarment and Suspension**

The parties will comply with Executive Orders 12549 and 12689 and ensure that no award is made to any party listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with Office of Management and Budget guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.”

**VIII. Byrd Anti-Lobbying Amendment**

The Consultant will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

**IX. Solid Waste Disposal Act**

The parties will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**X. Prohibition on Certain Telecommunications and Video Surveillance Services**

The parties will comply with 2 C.F.R. § 200.216, which restricts federal grant recipients and subrecipients from procuring telecommunications and video surveillance services from certain foreign entities.

**XI. Domestic Preferences for Procurements**

The parties will comply with 2 C.F.R. § 200.322, which imposes a duty to, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

**XII. Employees, Contractors, Subcontractors, Agents, and Assigns**

The Consultant will ensure that each of its employees, contractors, subcontractors, agents, and assigns complies with the provisions of this Appendix B, to the extent required by federal law.

**XIII. Federal Reporting Requirements**

The City will ensure violations of the provisions of this Appendix B are reported to applicable federal agencies, to the extent required by federal law.

*Based on "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," 2 C.F.R. Pt. 200, App. II, as revised August 13, 2020 (effective November 12, 2020).*

FOR THE CITY:

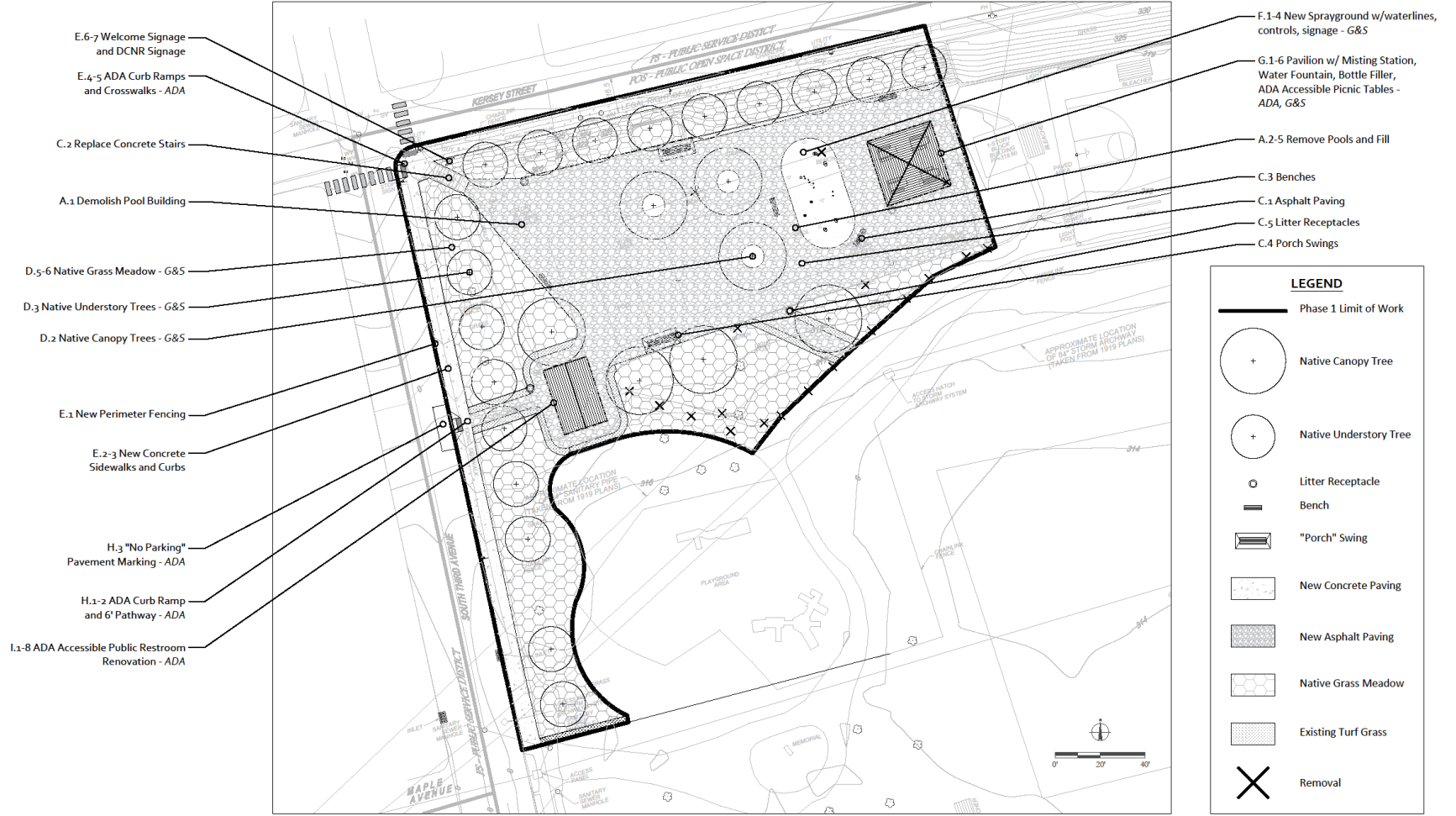
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TITLE: \_\_\_\_\_

FOR THE CONSULTANT:

\_\_\_\_\_

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



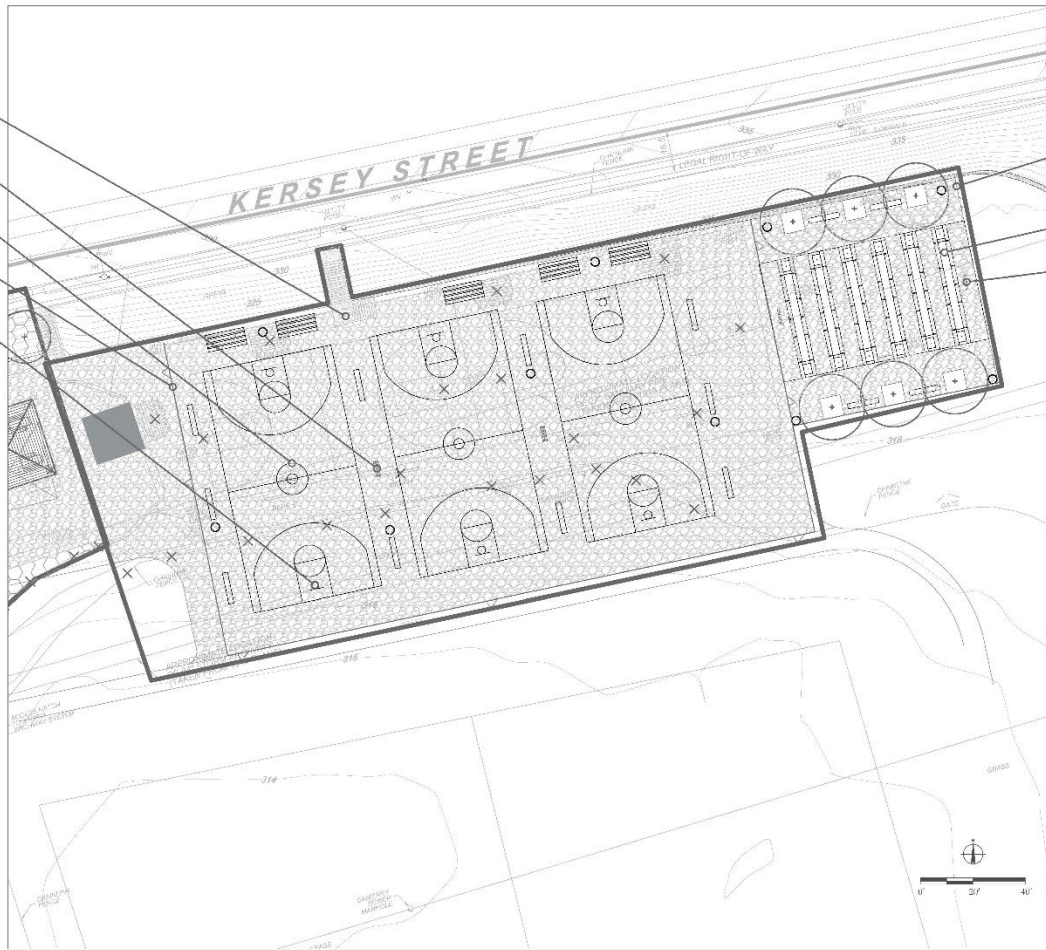
October 26, 2022

**Applicant:** Coatesville City  
**Project Site Name:** Chester Ash Memorial Park  
**Location:** City of Coatesville, Chester County  
**Project Title:** City of Coatesville Ash Park Phase 1  
**Web Application ID:** 2005621  
**Phase 1 Area:** 0.94 acres

## City of Coatesville - Ash Park Phase 1 Site Development Drawing



- Replace Concrete Stairs
- Sport Court Lighting (typ.)
- Color Coated Asphalt Pavement
- 8' High Vinyl-covered Chainlink Fencing (around basketball courts)
- New Basketball Standards (typ.)



- 4' Vinyl-Covered Chainlink Fencing (around horseshoe pitches)
- Horseshoe Pitches
- Sport Court Lighting

**LEGEND**

- Phase 2 Limit of Work
- Gate
- Litter Receptacle
- New Lighting Standard
- Players' Bench
- Bleacher Seating
- New Asphalt Paving
- New Concrete Paving
- Shade Tree
- Removal

### City of Coatesville - Ash Park Phase 2 Site Development Drawing

