

AGREEMENT FOR PROFESSIONAL SERVICES LACKAWANNA COUNTY PROJECT CONSULTANT

THIS AGREEMENT entered into this _____ day of _____ 2022, by and between Lackawanna County, 123 Wyoming Avenue, Scranton, PA 18503 (hereinafter called, (“**COUNTY**”), and Michael Baker International, Inc., (hereinafter “**MICHAEL BAKER**”) with an office at 4431 North Front Street, Floor 2, Harrisburg, PA 17110.

WHEREAS, the **COUNTY** has entered into a contract with **MICHAEL BAKER** for the purposes of furnishing certain professional services for the **Lackawanna County All-Terrain Vehicle (ATV) Feasibility Study**.

WHEREAS, **MICHAEL BAKER** is in the business of providing engineering and technical services and desires to perform such services for **COUNTY**.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **WORK PROGRAM.** **MICHAEL BAKER** shall perform such engineering and technical & professional services as are described in the attached Exhibit “A”, including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, “Work”).
2. **STANDARD OF CARE.** The standard of care applicable to **MICHAEL BAKER**’s services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.
3. **COMPENSATION AND PAYMENT.** **COUNTY** shall compensate **MICHAEL BAKER** for the Work described in such manner in the attached Exhibit B: Project Cost Estimate, including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, the “Payment Terms”). The fee estimate for this project is up to \$124,600 including reimbursable expenses. Partial payments for the Work shall be made monthly by the **COUNTY** to **MICHAEL BAKER** based on invoices submitted by **MICHAEL BAKER**.
4. **CONSTRUCTION MEANS AND METHODS.** **MICHAEL BAKER** shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such contractors’ failure to perform work in accordance with the contract documents.

5. **COMPLIANCE WITH LAWS.** **MICHAEL BAKER** shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all other Federal, State, and local laws or regulations relating to employment.
6. **ASSIGNMENT BY COUNTY.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **COUNTY**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **COUNTY**, by operation of law or otherwise, without the express prior written consent of **MICHAEL BAKER** which consent shall not be unreasonably withheld.
7. **ASSIGNMENT BY MICHAEL BAKER.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **MICHAEL BAKER**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **MICHAEL BAKER**, by operation of law or otherwise, without the express prior written consent of **COUNTY** which consent shall not be unreasonably withheld.
8. **INSPECTION OF THE WORK.** **MICHAEL BAKER** shall grant **COUNTY** access at all reasonable times to **MICHAEL BAKER's** facilities where the work under this Agreement is being performed.
9. **CHANGES IN WORK.** The **COUNTY** may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the revision of the Work's scope, time period, or schedule of performance. **MICHAEL BAKER** shall perform such changes to the Work as directed by the **COUNTY** in writing and shall be paid for such Work at mutually agreed to rates, or as may be otherwise agreed between the **COUNTY** and **MICHAEL BAKER**.
10. **SUSPENSION OR TERMINATION.** In the event that the Work is terminated or suspended by the **COUNTY** prior to its completion, **MICHAEL BAKER** shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension, plus reasonable profit and termination costs.
11. **DEFAULT.** Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by law or under these terms and conditions.
12. **INDEMNIFICATION.** Except as stated below, **MICHAEL BAKER** shall indemnify and hold harmless the **COUNTY** from these claims, losses, lawsuits or expenses caused directly by **MICHAEL BAKER's** sole negligent acts, errors or omissions with

performance of **MICHAEL BAKER's** services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous waste or asbestos removal, disposal or cleanup or environmental liability, the **COUNTY** shall indemnify, hold harmless and defend **MICHAEL BAKER** from and against all such claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of **MICHAEL BAKER's** services, or claims against **MICHAEL BAKER** arising from work of others.

13. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the **COUNTY** agrees to limit **MICHAEL BAKER's** liability to the **COUNTY** and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to **MICHAEL BAKER's** negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of **MICHAEL BAKER** to all those named shall not exceed \$50,000 or the total fee for **MICHAEL BAKER's** services rendered in the project, whichever is greater.

14. **WAIVER OF CONSEQUENTIAL DAMAGES.** In no event shall either **MICHAEL BAKER** or the **COUNTY** have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

15. **INSURANCE.** Unless otherwise required in this Agreement, the **COUNTY** and **MICHAEL BAKER** shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:

Worker's Compensation	Statutorily required amounts
Employer's Liability	\$1,000,000 Bodily Injury by Accident (Each occurrence) \$1,000,000 Bodily Injury by Disease (Policy Limit) \$1,000,000 Bodily Injury by Disease (Each Person)
Comprehensive General Liability	\$1,000,000 Each Occurrence for bodily injury and property damage

	\$1,000,000 Products/ Completed Operations Aggregate \$1,000,000 General Aggregate over all interests
Comprehensive Automotive Liability	\$1,000,000 Bodily Injury \$1,000,000 Property Damage (including coverage for owned, non-owned and hired vehicles)
Professional Liability	\$1,000,000 (Each claim)

16. **INDEPENDENT CONTRACTOR.** MICHAEL BAKER acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of COUNTY or any of its affiliates.
17. **PUBLIC ANNOUNCEMENTS.** No publicity releases (including news releases and advertising) relating to this Agreement, or the services performed hereunder, shall be issued by either party without the prior written approval of the other party.
18. **PARTIAL INVALIDITY.** If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.
19. **HEADINGS.** Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.
20. **GOVERNING LAWS.** The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its choice of law provisions. Jurisdiction shall be in the Court of Common Pleas of Lackawanna County or the Middle District of Pennsylvania as venue is applicable."
21. **SUPPLEMENTS TO AGREEMENT.** The following Exhibits are an integral part of this Agreement.
- Exhibit "A" Scope of Work
Exhibit "B" Compensation, Payment, and Project Budget
22. **ENTIRE AGREEMENT.** This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

23. **FORCE MAJEURE.** In no event shall either **MICHAEL BAKER** or the **COUNTY** have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a “force majeure,” including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.
24. **REUSE OF WORK PRODUCT.** Any reuse of **MICHAEL BAKER**’s work product without written verification or adaptation by **MICHAEL BAKER** will be at the **COUNTY**’s own risk and without liability or legal exposure to **MICHAEL BAKER**. The **COUNTY** shall indemnify and hold harmless **MICHAEL BAKER** from all claims, damages, losses and expenses, including reasonable attorney’s fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle **MICHAEL BAKER** to further compensation at rates to be agreed upon by the **COUNTY** and **MICHAEL BAKER**.
25. **OBLIGATION OF GOOD FAITH, FAIR DEALINGS AND MITIGATION OF DAMAGES.** This Agreement imposes an obligation of good faith, fair dealings and the mitigation of damages among the parties in all matters relating to this Agreement. Good faith, for this purpose, includes honesty in fact and the observance of reasonable commercial standards of fair dealings and in the mitigation of damages even in situations where a decision is left to the sole discretion of a single party.
26. **INVENTIONS AND PATENTS.** Inventions conceived solely by employees of **COUNTY** shall belong exclusively to **COUNTY**. Inventions conceived solely by employees of **MICHAEL BAKER** shall belong exclusively to **MICHAEL BAKER**. Inventions conceived jointly by the parties hereto in the course of work called for by this Agreement shall be subject to further agreement of the parties so as to properly recognize each party's respective rights in such joint inventions.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

WITNESS:

Michael Baker International, Inc.

_____

_____

Name: Steven L. Barber

Title: Senior Vice President

WITNESS:

Lackawanna County:

Name: _____

Title: _____

APPENDIX A

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

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, 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.
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, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall 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 the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall 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 such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. 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.
6. 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.

7. 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.
8. 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.
9. 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.
10. 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 (8/2/18)

EXHIBIT A
Scope of Work



ALL-TERRAIN VEHICLE FEASIBILITY STUDY

Scope of Work

Having developed many recreational feasibility reports, Michael Baker has an encompassing yet concise process to deliver the ATV Feasibility Study, meeting DCNR's requirements and expectations. Michael Baker's process will engage stakeholders and property owners, potential users, and the public while leveraging proven planning and engineering experience to identify and investigate all possible land areas that may be amenable to motorized uses in Lackawanna County.

Michael Baker will utilize industry-standard planning and engineering methods and procedures to execute the following technical tasks. Information analyzed under each task will serve as the basis for a decision-making point based on identified critical challenges, fatal flaws, and alternatives to address identified challenges.

Lackawanna County is not alone in its challenge to manage ATV usage. In response to the increase in use of ATVs and dirt bikes on public roadways in many communities, the PA General Assembly is advancing SB113. This legislation calls for stricter enforcement, penalties, and forfeiture for illegal use of off-road vehicles in urban areas.

Task 1 – Project Management

Throughout the course of the planning process, Michael Baker will focus on maintaining open lines of communication and fostering coordination and collaboration between Lackawanna County, the Steering Committee, and our project team to guide the development of the ATV Feasibility Study. To maintain proactive communications, Michael Baker will schedule and facilitate bi-weekly calls with the County to obtain relevant project information and documentation, review draft submissions, and identify and address issues or concerns that may impact the project's progress and successful completion.

As part of monthly invoicing, Michael Baker will provide monthly project status reports to the County outlining the tasks completed and a summary of upcoming activities and critical milestones.

Task 2 – Steering Committee

An active steering committee is a critical element of any successful planning process. The Steering Committee (8-12 members as organized by the County) will serve as an advisory group to contribute key guidance and input during the planning process.

Michael Baker will conduct an initial meeting with County staff and the Steering Committee to introduce the consultant team and review the planning process. Following Steering Committee Meeting #1, Michael Baker will engage the Steering Committee four additional times to meet and discuss the study's progress relative to the schedule. The ultimate schedule for Steering Committee meetings will be determined in conjunction with County staff. The anticipated topics of the meetings are as follows:



ALL-TERRAIN VEHICLE FEASIBILITY STUDY

- **Steering Committee #1:** Study Overview and Introduction to the Planning Process
- **Steering Committee #2:** Focus Group and Physical Inventory and Assessment Findings
- **Steering Committee #3:** Public Participation Findings
- **Steering Committee #4:** Concept Locations and Management/Operations Considerations
- **Steering Committee #5:** Draft Feasibility Study for Review and Comment

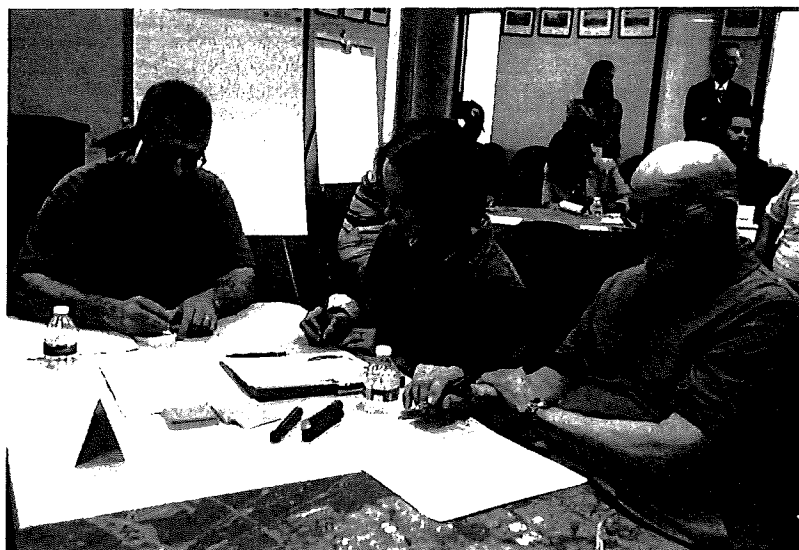
Two Steering Committee meetings will be held in person, and three will be held virtually to minimize travel commitments for committee members. Over the past two years, Michael Baker has successfully leveraged video conferences as a tool for engagement in our planning efforts. Michael Baker has hosted video conferences for groups from five to more than 100 people and has the technology available in-house and available for free to participants to ensure the meetings run smoothly and participants can engage in the conversation.

Task 3 – Public Engagement

A significant challenge that the proposed motorized facility will have to overcome will be gaining the support of property owners, as well as the support of the public and local elected officials. Therefore, it is important that the public outreach and stakeholder engagement process be designed to keep everyone well informed of the facts and available information. Projects of this nature are often scrutinized and challenged by “not in my backyard” (NIMBY) and “locally unwanted land uses” (LULU) points of view. Michael Baker’s staff are experts at bringing a variety of stakeholders to the table, ensuring that they feel heard, and finding creative solutions to resolve conflicts and accommodate requests.

In addition to the Steering Committee (Task 2), Michael Baker will develop and execute a Public Participation Plan (PPP) and communications strategy, which will meet the requirements of DCNR to ensure the project’s continued eligibility for future funding opportunities. Michael Baker proposes the following framework for the PPP. The final mix of public engagement events will be determined in coordination with Lackawanna County and the Steering Committee.

Michael Baker facilitated interactive focus group sessions as part of a comprehensive plan update in Susquehanna Township, Dauphin County.





ALL-TERRAIN VEHICLE FEASIBILITY STUDY

Task 3.1 Focus Groups. Focus groups are an important tool to begin the public engagement process through small group discussions. Early in the planning process, Michael Baker will conduct up to three focus groups to interview community leaders, stakeholders, and ATV enthusiasts over a one or two-week period to learn about the public vision and desires for an ATV facility. Participants will be selected in coordination with the County and the Steering Committee. Focus groups may contain up to 10 participants (~30 people through three focus groups), and Michael Baker will strive to maximize the diversity of stakeholders represented. Focus groups will be held virtually and will be used in lieu of the 15-20 key person interviews. However, Michael Baker will conduct one-on-one telephone interviews with up to five additional people as required (e.g., if they are unable to participate in a focus group). Focus groups enable the project team to interview more people. Additionally, the small group setting enables key stakeholders to hear the perspectives of other stakeholders and often kicks off the consensus-building process.

Task 3.2 Property Owner Forum. Under Task 4.2, Michael Baker will coordinate with the County and Steering Committee to identify the parcels with the highest potential for motorized use. Based on this analysis, Michael Baker will facilitate a property owner forum to provide an overview of the ATV Feasibility Study and opportunities for property owners to participate in the initiative. Michael Baker will staff the event with senior planners skilled at consensus building and who can navigate concerns that may be voiced. The structure of the forum will be determined in close coordination with the County.

Michael Baker managed a robust public participation plan for the AOAA's recent Rail Trail Feasibility Study in Northumberland County. The public meetings were led by PM Steve Barber, PE, PTOE.

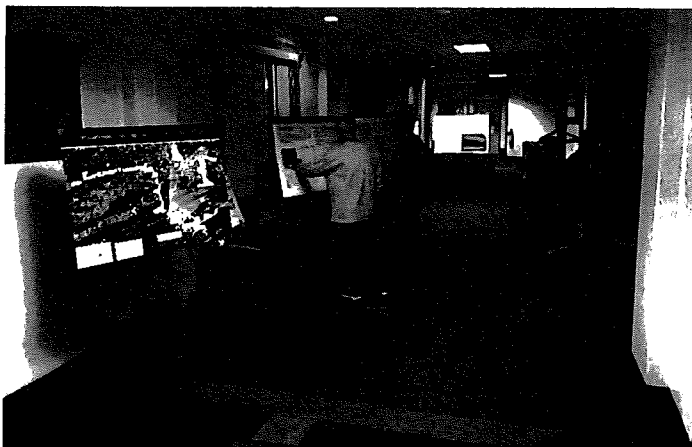




ALL-TERRAIN VEHICLE FEASIBILITY STUDY

Task 3.3 Online Survey. An online survey will be developed and widely promoted to gather and analyze broad-based public opinion on the potential for an ATV facility.

Task 3.4 Two Public Meetings. Michael Baker will facilitate two in-person public meetings to generate public consensus on the need, vision, and preferred alternative. The first public meeting will provide an overall map with parcels identified meeting criteria that may be amenable to motorized recreation in order to hone in on preferred locations (Task 4). The second meeting will share the draft concept site plans for public comment (Task 5). The location and format of the public meetings will be determined closely with the County.



Michael Baker managed a robust public participation plan for the AOAA's recent Rail Trail Feasibility Study in Northumberland County. Display boards were prepared to help share information before and after the public meetings.

Task 4 – Physical

Inventory, Assessment, and Feasibility Analysis

Task 4 will be completed in two phases. Under the Phase 1 Analysis, Michael Baker will use GIS to identify potential locations for an ATV facility based on ownership. In addition to identifying County-owned parcels, the Phase 1 Analysis will seek to identify property owners that own large swaths of land and may be more amenable to partnering with Lackawanna County on this initiative.

The Phase 2 Analysis will be the traditional physical inventory and assessment and will be limited to the areas prioritized under Phase 1. The analysis will profile general features and utilities and identify potential environmental hurdles. Michael Baker will document the information in written and spatial mapping formats. The county GIS data in combination with other publicly available data sources (PASDA etc.) will be used by Michael Baker to facilitate this task's execution.

Task 4.1 Phase 1 Analysis. Michael Baker will use GIS to identify potential locations for an ATV facility based on ownership. Tracts of land that meet the following criteria will be identified:

- County-owned parcels
- State Forests (may be a possible location for an ATV facility; on State Game Lands, conversely, ATVs are specifically prohibited)
- Groupings of privately owned parcels exceeding 100 acres, 500 acres, and 1,000 acres.

Task 4.2 Phase 2 Analysis. Once potential tracts of land are identified (Task 4.1), Michael Baker will perform a physical inventory and assessment as outlined below. The information is to be inventoried and mapped at an



ALL-TERRAIN VEHICLE FEASIBILITY STUDY

appropriate scale. The findings of the Phase 2 Analysis will be shared with the County and Steering Committee to identify the land areas with the highest potential for motorized use.

- **Physiographic Features**

- Political and property boundaries.
- Length and dimensions of the right-of-way boundaries.
- Topography (using existing PASDA contour data).
- Soils.
- Existing land use and zoning (where adopted) of parcels contiguous to or within a one-half (1/2) mile of the right-of-way boundaries.

- **Natural Features**

- Significant natural features, including surface water bodies, wetlands, documented karst features, floodplains, etc.
- Threatened and endangered plant and wildlife species based on a review of the Pennsylvania Natural Diversity Inventory (PNDI), including species protected by the United States Fish and Wildlife Service (USFWS), the Pennsylvania Department of Conservation and Natural Resources (DCNR), the Pennsylvania Fish and Boat Commission (PFBC), and the Pennsylvania Game Commission (PGC).
- Improvements to and extensions that can facilitate the appreciation of the surrounding forest and agricultural land without adversely impacting these resources.
- Existing vegetation based on existing landcover data as interpreted from current orthophotography, and other relevant digital data.

- **Cultural Features**

- Historic properties as currently documented by the Pennsylvania Historical and Museum Commission (PHMC).
- Archaeological sites as currently documented by PHMC.
- Preserved agricultural lands as currently documented by Lackawanna County.

- **Utilities**

- General location of major, linear utilities including water, sanitary sewer, electric and gas lines, telecommunications, etc.).
- Potential utility right-of-way (ROW) conflicts.

- **Environmental Hazard**

- Critical infrastructure.
- Floodplains and waterways based on Natural Features mapping.
- Repetitive loss and flood inundation areas.
 - Michael Baker will evaluate applicable Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) to identify any areas of concern.
- Superfund Amendments and Reauthorization Act (SARA) Facilities.
- Abandoned mine locations.



ALL-TERRAIN VEHICLE FEASIBILITY STUDY

Task 5 – Concept Site Plans

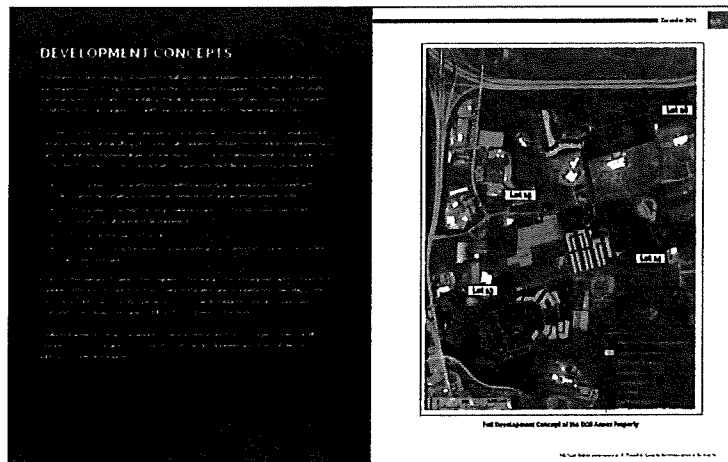
Based on Task 4.1 and Task 4.2 analyses, Michael Baker will identify all possible land areas that may be amenable to motorized uses. Michael Baker will prepare one general site plan to include parking and an administration and maintenance building(s) that can be applied to one or more land areas in the future.

Michael Baker will also recommend the potential location for a trailhead on each specific land area identified in Task 4, taking into consideration:

- Site features as profiled under Task 4.
- Site access and the surrounding local and regional transportation network.
- Areas for facility access control structures and emergency access points.
- Areas needing natural buffers and/or screening.
- Feasible riding areas/corridors within each land area.



Above, a before and after photo of a proposed trail head location in Northumberland County. Bottom, a report excerpt of Michael Baker's concept plans for a large redevelopment project in Dauphin County.





ALL-TERRAIN VEHICLE FEASIBILITY STUDY

Task 6 – Management and Operations Strategy

The final factor that will need to be addressed is the management, operation, maintenance, and fiscal feasibility of the proposed ATV facility.

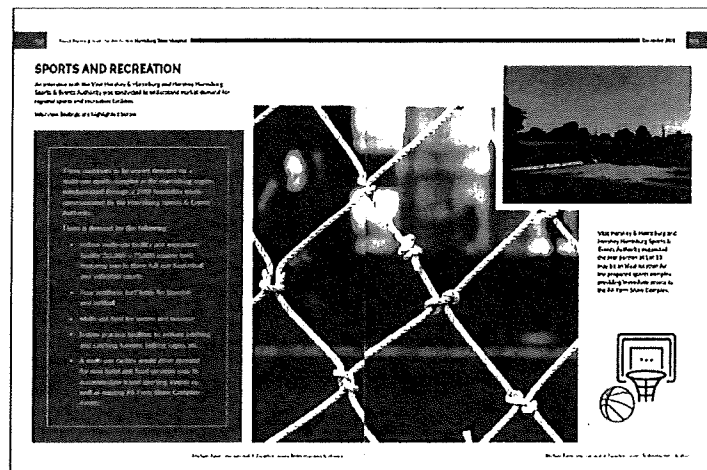
Task 6.1 Ownership. Determining the appropriate entity(ies) that has the legal, financial, and technical capacity to undertake the facility's ownership, construction, and maintenance responsibilities is critical to the project's ultimate success. Michael Baker will explore the multitude of ownership and operational models including county, municipal, private, and non-profit/club. Throughout Pennsylvania, municipal authorities have proven a successful starting point for ownership and operations and Michael Baker will bring forward lessons learned from the AOAA Operations Plan and other similar authority-owned projects to develop Task 6. Michael Baker will evaluate existing county entities and will also explore the potential for establishing a new public entity to own and operate the facility. Private and non-profit ownership models will also be evaluated and explored as alternatives.

Task 6.2 Preliminary Cost Estimate. Michael Baker will develop a planning level generalized cost estimate for the engineering, design, and construction of the necessary facilities, parking, and riding areas needed for a successful operation. The cost estimates will be based on a representative, model site concept plan and industry standardized costs of construction.

Michael Baker will also provide a preliminary estimate of annual maintenance and operation costs, to be based on industry standards and insight obtained through case study research.

Task 6.3 Fiscal Feasibility. Based on case study examples, Michael Baker will outline a preliminary fee schedule for the facility and estimate annual users to calculate annual revenue. Annual revenue will then be compared with the cost estimate to prepare a high-level financial pro forma.

For a recent redevelopment project in Dauphin County, Michael Baker prepared a market study, concept plans, cost estimates, a financial pro forma, and an economic impact analysis.





ALL-TERRAIN VEHICLE FEASIBILITY STUDY

Task 6.4 Economic Impact Potential. Subconsultant The Institute will use IMPLAN, an econometric modeling system, to estimate the cumulative economic effects of the project on the local and regional economies. The modeling will capture the construction phase of the project (temporary impacts) and the operational phase (permanent impacts). This modeling includes direct and indirect job-supported industries benefitted and tax revenue, as well as the estimated impact of visitor spending associated with the new facility.

Task 6.5 Challenges to Overcome. Michael Baker will outline any primary challenges that may be identified through the study process, to include ownership, environmental, noise, surrounding land uses, and potential impacts on traffic.

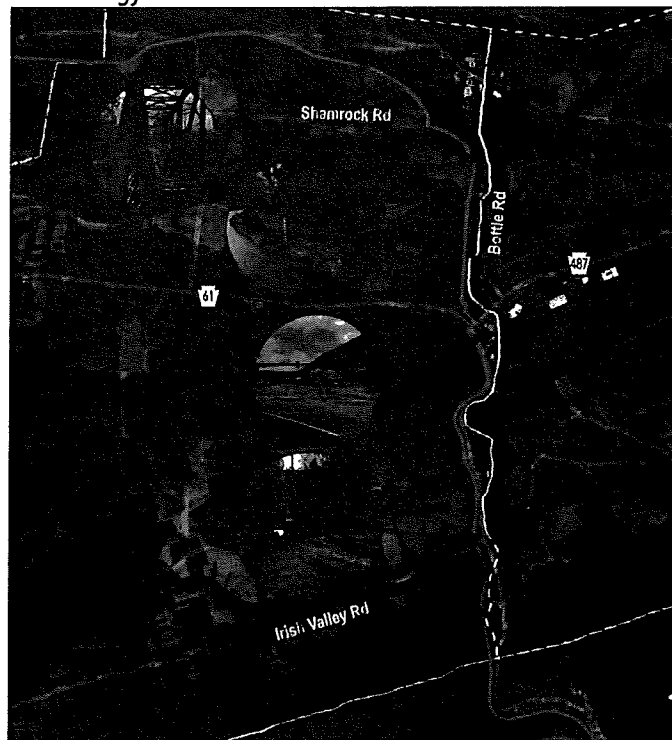
Task 7 – Feasibility Study

The findings from Tasks 2-6 will be utilized to prepare the formal ATV Feasibility Study in accordance with DCNR's specifications as outlined in the Request for Proposals under *Section III. Scope of Work*. An implementation matrix will be included to outline next steps to select a land area(s) and identify the steps required for the ultimate development of a sustainable recreation facility.

The Feasibility Study will specify:

- Possible land areas that may be amenable to motorized uses in Lackawanna County and the respective parcels/property owners.
- Representative conceptual site plan identifying the fundamental amenities required including administrative, parking, event, and restroom areas.
- A preliminary management and operations strategy that will outline:
 - Entity ownership
 - Planning level cost estimate
 - A preliminary financial pro forma
 - An economic impact analysis
 - Challenges
 - Implementation of next steps

For the AOAA's recent Rail Trail Feasibility Study in Northumberland County, Michael Baker developed a series of maps to delineate the proposed trail alignment.





ALL-TERRAIN VEHICLE FEASIBILITY STUDY

Work Schedule

Michael Baker proposes a 12-month project performance period that will commence upon receiving written notice to proceed from Lackawanna County. This performance period is outlined by task milestones in the following work schedule.

	MONTH											
	1	2	3	4	5	6	7	8	9	10	11	12
TASK 1 - Project Management												
TASK 2 - Steering Committee												
TASK 3 - Public Engagement*												
TASK 4 - Physical Inventory, Assessment, & Feasibility Analysis												
TASK 5 - Concept Site Plans												
TASK 6 - Management & Operations Strategy												
TASK 7 - Feasibility Study Deliverable												

*Public Engagement Meetings: Mo. 2-3 Focus Groups | Mo. 5 Public Meeting & Online Survey | Mo. 7 Property Owner Forum | Mo. 10 Public Meeting #2

EXHIBIT B
Compensation, Payment, and Project Budget



All Terrain Vehicle FEASIBILITY STUDY

Cost

Michael Baker has prepared the following budget that specifies a not to exceed cost of \$124,600. Michael Baker will bill Lackawanna County on a monthly basis based on labor hours worked and project percent completion.

Task Description	Totals	
	Hours	Cost
Task 1. Project Management	24	\$4,680
Task 2. Steering Committee	40	\$5,160
Task 3. Public Engagement	168	\$19,560
Task 4. Physical Inventory, Assessment, and Feasibility Analysis	368	\$42,560
Task 5. Concept Site Plans	96	\$11,320
Task 6. Management & Operations Strategy	148	\$17,760
Task 7. Feasibility Study Deliverable	80	\$10,560
Michael Baker Labor Totals	924	\$111,600
Michael Baker Other Direct Costs (ODCs) - miles, printing, etc.		\$5,000
Subconsultant Total		\$8,000
Total Cost (Labor + ODCs + Sub)		\$124,600

Category of Personal	Billing Rate FY2022	Billing Rate FY2023
Project Manager	\$ 195.00	\$ 205.00
Sr. Engineer	\$ 195.00	\$ 205.00
Sr Environmental	\$ 140.00	\$ 147.00
Sr. Planner/Sr. GIS	\$ 135.00	\$ 142.00
Engineer	\$ 115.00	\$ 121.00
Environmental	\$ 105.00	\$ 110.00
Planner/GIS	\$ 90.00	\$ 95.00

Expense Type	Rate
Mileage	Current IRS Rate
Tolls	At Cost
Lodging	At Cost
Meals	At Cost
Printing B/W 8.5x11	\$0.10/Copy
Printing Color 8.5x11	\$0.60/Copy
Printing B/W 11x17	\$0.20/Copy
Printing Color 11x17	\$1.00/Copy