



**Delaware & Lehigh National Heritage Corridor, Inc.  
2750 Hugh Moore Park Road  
Easton, PA 18042**

**REQUEST FOR PROPOSALS #2026-03  
Development and Project Management of D&L Trail Interactive Map**

**Proposals must be received by 4:00 p.m. on May 26, 2026**

Request for Proposal (RFP)  
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## **SECTION 1. OVERVIEW**

Delaware & Lehigh National Heritage Corridor (DLNHC) is soliciting proposals from interested consultants to lead the management and development of a new [D&L Trail Interactive Web-based Map](#).

Respondents shall submit one (1) digital copy online at [2026 Development and Project Management of D&L Trail Interactive Map RFP - D&L - Delaware & Lehigh](#).

To be considered, proposals must be received electronically by 4:00 p.m. EST on May 26<sup>th</sup>, 2026.

### **TIMELINE**

Issue notice for Request for Proposals: April 27<sup>th</sup>, 2026

Cutoff for written questions: May 8<sup>th</sup>, 2026 by 4:00pm EST

Proposals must be received electronically by: May 26<sup>th</sup> 2026 4:00pm EST

Responses will be reviewed: May 27<sup>th</sup> to June 5<sup>th</sup>, 2026

Interviews will be scheduled to take place between: June 8<sup>th</sup> to June 19<sup>th</sup>, 2026

Selection of consultant and notification will take place: Week of June 22<sup>nd</sup>, 2026

Project begins June 29<sup>th</sup>, 2026 and must be completed by November 30, 2026

## **BACKGROUND INFORMATION**

### **OUR ORGANIZATION**

DLNHC is a 501(C)3 organization that preserves the legacy of region's canals and industries by transforming historic transportation routes into vibrant assets that connect people and places. The D&L Trail is the visible connector of the five-county (Bucks, Northampton, Lehigh, Carbon & Luzerne) Corridor and when complete will span 165+ miles between Wilkes-Barre and Bristol, PA. DLNHC does not own any portion of the D&L Trail, but strives to help the 30+ local landowners, including local government, state agencies and nonprofits, build and maintain trails along the historic transportation routes and various spur trails.

### **OUR NEED**

DLNHC is the sole trip planning resource for the D&L Trail, which contains 150+ completed miles with over 26 additional miles planned for completion by 2037. An analysis of data gathered from infrared counters located along the D&L Trail and completed user surveys indicates an estimated 282,796 annual user visits to the trail. As an organization, we help support over 30 landowners including state agencies, local government and nonprofits, by providing residents and tourists alike with the tools they need to plan single to multiday visits on the D&L Trail, utilizing the interactive online map and trip planning page.

As the D&L Trail system expands and becomes more connected, we are seeing a quickly increasing number of trail users and tourists from all over the country and world being enticed to explore the D&L Trail and adjacent communities. In 2025, 68,493 users visited our interactive map, and 16,197 users visited the trip planning page. Current feedback from trail users indicates that our interactive web map is difficult to navigate, confusing to

read, and lacks some of the vital information necessary for trip planning. Common feedback we receive includes confusion around trail closure locations. In its current layout, we have to change the status color for an entire trail section from trailhead to trailhead to orange signifying there is a closure, while the closure may only be at one point within the trail section. Many trail users end up misinterpreting this to mean the entire section is closed rather than a small part. A lack of displayed mile markers and nearby resources also leads to confusion. Its current state as a code-based map may contribute to the lack of customizations and limited functionality.

Our goal is to not only connect trail users to nature and recreation, but to local businesses that are a part of the Trail Friendly Business program. The goal is to have the interactive map serve as a trip planning resource for trail users allowing them to select areas of interest and events to add to an itinerary. Ideally, the map would include options for filtering and searching for businesses of interest by location and by amenities offered (restrooms, pet friendly, wi-fi, etc.). Current resources include the [Trail Friendly Business webpage](#) and [TFB Map](#).

As we prepare for the D&L Trail to be connected through the Lehigh Valley in 2027 it is important that we address these issues and create an effective interactive map that can support multiple trip planning needs in one location in preparation for increased visitation that will come with this trail connection.

## **SECTION 2. PROJECT OVERVIEW & GOALS**

### **PROJECT SCOPE**

DLNHC is soliciting proposals from qualified organizations to manage the system of development for the interactive map. The selected firm will work closely with the Trails & Conservation Department and Communications Coordinator to develop an interactive map, compatible with embedding in a website and use on a mobile app, that allows trail users to effectively research and plan their trip along the trail with information from travel logistics to nearby sites of interest nearby events, and businesses to visit. Anticipated project tasks include:

Project management:

- DLNHC will develop a group of diverse trail users from our different regions to participate in focus groups and beta test the map before official launch. The Consultant will organize in-person/hybrid meetings, we envision at least three (3) meetings being arranged.

The first meeting will be held at the beginning to support data collection, the second meeting will be reviewing what consultants have accomplished and for participants to share their thoughts on new key features, and the final meeting will take place after the group has been able to beta test the map .

- Example information to be sourced and discussed will be developed with input from consultant, but may include:
  - What information do you need from the interactive map? How is the current format meeting or not meeting those needs?

- What types of trips and activities are you attempting to use the map to plan? Example, day long, multiday, etc. with or without specific stops.
  - Are there examples of interactive maps you use for trip planning that work well? If so, why?
- Create and collect trail user feedback on the current interactive map through online surveys
- Meet with key DLNHC staff throughout the project to provide regular updates.
- The project will be guided by a Steering Committee (selected by DLNHC) that will meet regularly throughout the project, with at least four (4) virtual and hybrid meetings.
- Produce the new map and integrate onto a webpage and app per discussions with key DLNHC staff during map development.
- Provide a training and resource document to DLNHC staff for updating and maintaining the map.

Functionality to be enhanced:

- Integration with our Trail Friendly Business program (TFB)
- List of amenities available along the trail and the ability to filter TFBs and amenities by location and amenities offered.
- The map needs to be easy to update and include closures and trail gaps at accurate mile markers. The closures should have the option to be removed automatically at a specified time.
- Mile markers should be visual or easy to layer onto the map for trail users.
- Trip planning function
  - Ability to plug in a start and end destination and to see the relevant amenities, nearby TFB's, events, and closures the trail users will encounter.
    - Note: we do not currently share detours with the public. This project should include the potential ability to show detours on the map.
  - Include trail safety disclaimer.
- Clarify to trail users that DLNHC does not own the trail and instead, coordinates the D&L Trail with various landowners. List the landowner's contact information under each trail section and trailhead. This could also be a filterable category.
- We have visitors that come from all over the country and world that speak various languages, along with growing local communities of non-English speakers. The ability to translate the interactive map into multiple languages is important to maintain inclusivity and raise awareness of this valuable outdoor resource in underserved communities.
- The desktop interface of the map should orientate towards trip planning, whereas the mobile version should be more orientated towards on-the-trail wayfinding.

Data collection – **outline this task as its own line item in your project budget:**

- Collect additional data as needed that will be used to build the interactive map. DLNHC staff have compiled an extensive list of trail and trailhead information – some of which can be found on our Plan Your Trip page and our Trail Guidebook. However, depending on the list of trail features and resources

identified by the consultant, some additional data collection may be required. Data types should include, but are not limited to:

- Trail section length, mile markers, Trailhead parking lot size and ADA accommodations, overnight parking availability, other trailhead amenities, road crossings, elevation changes, bathrooms, nearby public transportation stops, potable water, other accessibility factors to help trail users evaluate access, etc.
  - We have compiled current data from our Interactive Map, Guidebook, and Regional Brochure Maps: [Web Map Updates RFP](#). The accuracy of the data needs to be verified.

## **PROJECT TIMELINE**

The redesign process is expected to begin June 2026 and conclude in November 2026 to meet our grant requirements.

The project should include:

1. Data collection on the D&L Trail and relevant amenities
2. Redesign of the interactive map
3. Coordination with the website consultant to integrate the web map into a website and app
4. Presentation of the product to DLNHC staff and the Steering Committee at final meeting
5. Presentation of a toolkit for operation and updates

## **SECTION 3. BUDGET**

This project is grant financed in part by a grant from the Community Conservation Partnerships Program, Pennsylvania Heritage Areas Program, under the administration of the Pennsylvania Department of Conservation and Natural Resources, Bureau of Recreation and Conservation, Visit Bucks County, and private donations, and all proposals will be evaluated based on their ability to meet the available budget of DLNHC. The overall budget is \$50,000.

## **SECTION 4. OWNERSHIP & CONFIDENTIALITY**

All intellectual property will become the property of DLNHC. All data remains the sole property of DLNHC. The consultant shall agree to keep information related to this process in strict confidence, including but not limited to, the terms of the contract and any confidential business information or proprietary information that has been gathered on this project.

## **SECTION 5. SUBMITTAL REQUIREMENTS**

Respondents to this Request for Proposal should prepare their responses in the following format by May 22<sup>nd</sup>, 2026.

The proposal should include:

- **Cover Letter:** One document (PDF preferred) entitled “Cover Letter” which shall be signed by an official who has the legal authority to bind the company to the terms of the proposal minimum of 90

days. The cover letter must: be on official letterhead, include the name and title of the Chief Executive Officer or other individual authorized to legally bind the company, and include the identification of a primary contact and that person's title, address, phone number, and email address.

- **Technical Proposal:** One document (PDF preferred) entitled “Technical Proposal” not to exceed eight pages. This will be the detailed response, or description of serve.
  - **Qualifications:** Knowledge and experience with collecting mapping data and creating interactive maps and trip planning resources; Knowledge and experience with the Delaware & Lehigh National Heritage Corridor and/or similar Heritage Areas and/or large trail systems; Describe new key features you've implemented in previous similar projects; Describe your firms experience with using AI to assist in coding and how you've integrated AI into similar projects; Individual/team qualifications, resumes, and approach to planning (for each individual); Flexibility and the ability to travel to the D&L Trail
  - **Approach:** Outline your proposed processes and tools, including a detailed description of how you will be using AI tools; (limit to 3 pages)
  - **Schedule:** Description of the proposed timeline and schedule of deliverables occurring between June 2026 and November 2026, including internal and external meetings.
  - **Budget:** A detailed project budget, not to exceed \$50,000, that itemizes costs associated with projects tasks as defined in applicants' approach and includes consultant's time, materials, travel, and any other expected expenses to bring the project to a successful completion. List “Data Collection” cost under separate line item.
  - **Biographies:** Key staff assigned to this project; (limit 500 words per person)
  - **References** for up to 3 similar projects undertaken in the last 5 years, including the scope of work, key project highlights, date of completion, and a link to access the example map or project. Include contact information. (Max of 3)

## SECTION 6. EVALUATION AND AWARD CRITERIA

DLNHC reserves the right to reject any or all proposals. Based on responses and qualifications, several consultants may be invited to be interviewed and make a formal presentation. Those consultants will be given at least one week notice for a presentation.

DLNHC has set a cumulative set of evaluation factors that allow us to identify the best firm that meets our full set of needs. Proposals will be evaluated with the following weighted criteria:

- Ability to meet RFP requirements and develop an interactive map (20%)
- Background and demonstrated experience of the firm and individuals serving as consultants for interactive map development (20%)
- Project plan – how well the firm understands the nature of the work and the approach proposed to provide the serves required to best serve DLNHC and its partners (20%)
- The quality of proposal and work plan (20%)
- References (10%)
- Budget (10%)

## **SECTION 7. CONTRACT AND PAYMENT TERMS**

The contract term shall commence upon full execution. This contract will be partially funded through PA Department of Conservation and Natural Resources and Visit Bucks County. Funding sources must be properly recognized in the final product and any public project promotion.

The interactive map shall be created, reviewed, final versions delivered to DLNHC by November 30, 2026, per grant funding timelines.

## **TERMINATION OF CONTRACT**

DLNHC reserves the right to terminate the contract at any time, with 30 days prior written notice. Contract termination may be initiated by DLNHC:

- For convenience, or
- If not satisfied with the quality of service provided, or
- If the Provider fails to fulfill any of the conditions of these "Specifications."
- In the event of termination for cause or convenience, the consultant shall only be entitled to payment for services performed. No payment will be made for either unperformed services or profit. Consultant shall fully cooperate and provide transition or closeout services to the extent required by DLNHC for compensation per the hourly billing rate schedule included in the consultant's proposal.

## **SECTION 8. SUBMISSION OF PROPOSAL**

Proposals shall be submitted electronically via DLNHC's website: by May 22<sup>nd</sup>, 2026 4 PM EST

## **CONDITIONS OF PROPOSALS**

All costs incurred in the preparation of a response to this RFP are the responsibility of the bidder and will not be reimbursed by DLNHC.

Narrative description of project proposal should not exceed eight (8) pages. All proposals received by the deadline will undergo preliminary screening. Late or incomplete applications will not be accepted for review and rating. Any proposal may be disqualified if it deviates from the submission instructions in the RFP.

## **QUESTIONS**

Any questions and/or clarifications shall be submitted using the "QUESTIONS" form, on or before 4:00 P.M. May 8<sup>th</sup>, 2026. Questions sent after this cut-off will remain unanswered.

Any information offered that is not already specifically included in this RFP packet is considered unofficial, unless received in the form of a written Addendum. Verbal instructions are not binding on either DLNHC, or offeror. Questions answered outside of the parameters described above are neither valid nor binding upon DLNHC.

## **SECTION 9. CONFIDENTIALITY**

If the bidder deems any material submitted to be proprietary or confidential, the bidder must indicate this in the relevant sections of the response.

## **RESERVES THE RIGHT**

DLNHC reserves the right to request or negotiate with changes in a proposal, to accept all parts of a proposal, or to reject any or all proposals. DLNHC may, at its sole and absolute discretion, select no provider for these services if, in its determination, no applicant is sufficiently responsive to the need. DLNHC reserves the right to withdraw the Request for Proposal (RFP) and/or any item within the RFP at any time without notice. DLNHC reserves the right to disqualify any proposal which does not adhere to the RFP guidelines. This RFP is being offered at the discretion of DLNHC. It does not commit DLNHC to award any consultant.

## APPENDICES

### Appendix 1: Sample PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), effective as of June 29, 2026 ("Effective Date"), is entered into by and between Delaware & Lehigh National Heritage Corridor, Inc., having its principal place of business at 2750 Hugh Moore Park Road, Easton, PA 18042 ("DLNHC") and the selected contractor, having its principal place of business at \_\_\_\_\_, ("Consultant"). In mutual consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

#### 1. Services

1.1 Scope of Services. Subject to the terms and conditions of this Agreement, Consultant will comply with the obligations and perform those services ("Services") set forth in this document. ("Development and Project Management of D&L Trail Interactive Map #2026-03").

1.2 Change Orders. Any changes to the scope of the Services must be agreed to and made in writing and signed by both parties ("Change Order") or in the Change Order. Each accepted Change Order will be incorporated herein by reference and subject to the terms and conditions of this Agreement.

2. Consultant Duties and Responsibilities Services may only be started upon the issuance of a Work Order issued by DLNHC and accepted by the Consultant which refers to this Agreement and describes the specific tasks, task target dates and estimated task cost for a needed Service. As the Services are rendered the Consultant will make available in a timely manner for DLNHC's use, all technical data, files, documentation, test data, sample output, or other information, resources, and personnel required by DLNHC as set forth in the Work Order for the performance of the Services. Consultant will be responsible for and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Consultant, files, documentation, test data, sample output, or other information, resources, and personnel supplied to DLNHC.

#### 3. Target Dates and Delays:

DLNHC acknowledges that meeting the Target Dates is contingent upon timely completion of activities as contemplated by both parties under this Agreement including, without limitation, those activities designated Article 2 above and/or in the applicable Service Specs document. Consultant will immediately advise DLNHC in writing as soon as it becomes aware of any developments that may delay completion of a scheduled Deliverable including, without limitation, Consultant's failure or inability to perform an agreed upon obligation. The Target Dates will be equitably adjusted by the parties in writing in the event of: (a) any delay due to request for changes (whether pursuant to a Change Order or otherwise); (b) any delay due to a DLNHC or third party's act, failure to act or delay in performing any obligation.

#### 4. Fees and Payment:

DLNHC will pay Consultant all fees agreed upon per work order at the rates set forth in Project Costs. Consultant shall request approval from DLNHC to use any rates that differ from those identified in Project Costs.

#### 5. Term and Termination:

5.1 Term. The term of this Agreement will commence on the Effective Date and will continue for the term of six (6) months or at the time of project completion.

5.2 Termination for Convenience. Either party may terminate this Agreement upon sixty (60) calendar days' written notice. Unless otherwise agreed by the parties, termination pursuant to this Section 5.2 will not relieve Consultant of its

obligations under any open Work Order, which obligations will continue to be governed by this Agreement. Termination pursuant to this Section 5.2 will not relieve DLNHC of its obligation to pay for any Services or expenses performed pursuant to any Service Specs.

5.3 Termination for Cause. Either party may terminate this Agreement upon written notice if the other party has materially breached any provision of this Agreement and has not cured such breach within thirty (30) calendar days after receiving written notice from the non-breaching party describing such breach in reasonable detail and stating the non-breaching party's intent to terminate this Agreement.

5.4 Survival. Notwithstanding any expiration or termination of this Agreement, all payment obligations incurred prior to expiration or termination will survive.

6. Americans With Disabilities Act: During the term of this Agreement, the Consultant agrees:

6.1 Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Consultant understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Consultant agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the DLNHC through Agreements with outside Consultants.

6.2 The Consultant shall be responsible for and agrees to indemnify and hold harmless the DLNHC from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the DLNHC as a result of the Consultant's failure to comply with the provisions of paragraph

6.3. Non-Discrimination and Sexual Harassment: DLNHC is the recipient of grant funding from the PA Department of Conservation & Natural Resources (DCNR) which will support a majority of the work conducted by the Consultant. As such, the Contractor is bound by all the provisions of the attached (DCNR) Nondiscrimination/Sexual Harassment Clause (Attachment A) as an agent of the Grantee (DLNHC) and must be included, in its entirety, in all contracts and subcontracts. In addition, the contractor will adhere to provisions of Publication 408 Designated Special Provision (DSP) 10.

7. Contract Terms

7.1 In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Consultant, each subcontractor, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which this Development and Project Management of D&L Trail Interactive Map #2026-03 employment relates.

7.2 Neither the Consultant nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

7.3 The Consultant and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

7.4 The Consultant and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

7.5 The Consultant and each subcontractor shall, within the time periods requested by DLNHC, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after awarding any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form.

7.6 Nondiscrimination/Sexual Harassment Clause: Delaware and Lehigh National Heritage Corridor (DLNHC), known as "Grantee" in this clause, abides by the non-discrimination Attachment A presented below. Any consultants hired by DLNHC shall agree to abide by the terms of this Attachment. The Consultant shall include the provisions of Attachment A: Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

7.7 DLNHC may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

8. Equal Employment Opportunity The provisions of Title VII of the Civil Rights Act of 1964 regarding equal employment opportunity, and any amendments, are incorporated by reference, and the Consultant agrees to comply with them as well as all other rules and regulations promulgated pursuant to the Act.

## 9. Miscellaneous

9.1 Independent Contractors. The relationship of the parties under this Agreement is that of independent contractors. Neither party will be deemed to be an employee, agent, partner, franchisor, franchisee nor legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on Development and Project Management of D&L Trail Interactive Map #2026-03 on behalf of the other.

9.2 Non-Solicitation. Both parties acknowledge and agrees that the employees who perform the Services are a valuable asset to both parties and are difficult to replace. Accordingly, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall not solicit, whether directly or indirectly, the employment of any employees of the other party without that party's prior written consent.

9.3 Subcontractors. Consultant may, use third party contractors to fulfill its obligations under this Agreement, but only upon written approval of DLNHC.

9.4 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be delivered (a) in person, (b) by first class registered mail, air mail, or email, as appropriate, posted and fully prepaid to the appropriate address set forth in the preamble to this Agreement, or (c) via facsimile. Notices will be considered to have been given at the time of actual delivery in person, four (4) business days after deposit in the mail as set forth above, or upon receipt of facsimile confirmation. Either party may change its address for notice by notice to the other party given in accordance with this Section.

9.5 Governing Law. This Agreement will be interpreted and construed in accordance with the laws of the State of Pennsylvania, United States, without regard to conflict of laws principles. This Request for Proposal is governed by and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any

conflict of laws provisions. Venue for any disputes shall be in the Court of Common Pleas of Northampton County, Pennsylvania.

9.6 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either party, in whole or in part, whether voluntarily or by operation of law, including by way of sale of assets, merger, consolidation or otherwise, without the prior written consent of the other party.

9.7 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

9.8 Severability. If any provision or portion thereof, of this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision of this Agreement will be enforced to the maximum extent permissible by applicable law so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.

9.9 Construction. If there is a conflict between any term in the body of this Agreement and any term of the applicable Service Specs, or any term of a Work Order, the term in the body Development and Project Management of D&L Trail Interactive Map #2026-03 of this Agreement will prevail with respect to such conflict. This Agreement and any instrument referred to herein or executed and delivered in connection herewith, will not be construed against any party as the principal draftsman hereof or thereof. The section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement. Unless otherwise expressly stated to the contrary herein, all remedies are cumulative, and the exercise of any express remedy by either party herein does not by itself waive such party's right to exercise its other rights and remedies available at law or in equity.

9.10 Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, failures of the Internet, earthquakes, fire and explosions.

9.11 Entire Agreement. This Agreement (including the Exhibits and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions or conditions of any Work Order, acknowledgement or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to such terms, provisions or conditions. This Agreement may not be amended, except by a writing signed by both parties.

9.12 Execution. This Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

## 10. Insurance Requirements

10.1 To assure Consultant's / Contractor's ability to protect the DLNHC, and any other entities and persons, as required by this Agreement and in order to protect and insure the DLNHC, and other entities and persons against liability with respect to Consultant's / Contractor's obligations hereunder; Consultant / Contractor shall obtain and maintain in force and effect all insurance policies and coverages required by law.

10.2 In addition to the above-requirements, and not in lieu thereof, Consultant / Contractor shall obtain and maintain in force and effect until at least twelve (12) months after final completion of the project or this Agreement the following insurance policies and coverages:

a) Comprehensive Commercial General Liability Insurance coverage including contractual liability and "premises operations" coverage in a per claim amount of at least One Million and 00/00 Dollars (\$1,000,000.00) and in an aggregate amount of at least Two Million and 00/100 Dollars (\$2,000,000.00) and "products and completed operations" coverage in a per claim amount of at least One Million and 00/100 Dollars (\$1,000,000.00) and in an aggregate amount of at least Two Million and 00/100 Dollars (\$2,000,000.00), and with respect to both, naming as additional insureds "Delaware and Lehigh National Heritage Corridor, Inc., and its Boards, elected and appointed officers, officials, employees, professional consultants, and agents" (the "Additional Insureds") for any and all claims which in whole or in part arise out of or relate to this Agreement and the performance of thereof;

(b) Umbrella coverage in the amount of at least Three Million and 00/100 Dollars (\$3,000,000.00); and

(c) Commercial Motor Vehicle (Commercial Automobile) Insurance coverage having a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00).

10.3 Consultant / Contractor shall cause each of said insurance policies to include an endorsement or provision which provides that the policy shall not be cancelable or subject to any amendment reducing the amount or breadth of coverage without at least thirty (30) days advance written notice to the DLNHC at 2750 Hugh Moore Park Road, Easton, PA 18042, attention Executive Director.

10.4 Each policy of insurance to be obtained pursuant to this Section shall contain an endorsement or provision which provides that, with respect to such Additional Insureds, the additional insurance provided hereunder shall be primary over, and non-contributory with respect to, all other applicable policies of insurance maintained by the said Additional Insureds.

10.5 The additional insurance to be provided pursuant to Section shall cover the Additional Insureds for all claims and losses which in whole or in part arise out of, or relate to, the project and this Agreement and shall extend not only to conduct by or on behalf of the Consultant / Contractor but any negligence, carelessness, or other liability-causing conduct by or on behalf of the Additional Insureds.

10.6 Prior to executing this Agreement and when requested at any time during the course of the project or this Agreement, Consultant / Contractor shall furnish to the DLNHC an Acord 75 Insurance Binder, copies of all endorsements required by this Section, and proof of payment of the annual premium therefor, and thereafter at least annually, provide an Acord 75 Insurance Binder evidencing continuing compliance with this Section. Nothing contained herein shall preclude Consultant / Contractor from redacting from the afore-described insurance documents information which it reasonably considers proprietary or confidential.

10.7 Consultant / Contractor shall require all contractors installing, constructing, erecting, or performing any work under this Agreement before commencing any work in connection with the project or this Agreement to provide to Consultant /

Contractor and the DLNHC Acord 75 Insurance Binders or certificates of insurance evidencing that each such contractor has in force and effect the insurance policies and coverages identified in this Section.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR, INC.

Print Name & Title:

Date:

Signature:

CONTRACTOR

Print Name & Title:

Date:

Signature:

Appendix 2: Attachment A to Sample PROFESSIONAL SERVICES AGREEMENT

Attachment A: Nondiscrimination/Sexual Harassment Clause (DCNR 2024 version)

1. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
  
2. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
  - a. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (“PHRA”) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
  
  - b. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
  
  - c. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
  
  - d. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
  
  - e. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts’ enforcement and shall comply with any provision of law establishing organizations as employees’ exclusive representatives.
  
3. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

4. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
  
5. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
  
6. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

--- END OF SPECIFICATIONS ---