

REQUEST FOR PROPOSALS ARBORIST AND RELATED SERVICES

NEWTOWN TOWNSHIP DELAWARE COUNTY PENNSYLVANIA

Issued: February 5, 2021

Response Deadline: February 18, 2021

Contact: Newtown Township
Stephen Nease, Township Manager

209 Bishop Hollow Road

Newtown Square, Pennsylvania 19073

(610) 356-0200 X111

snease@newtowntownship.org

NOTICE

Newtown Township, Delaware County, PA is requesting proposals for consultant(s) to support the Township's Code Department Staff and Public Works Department Staff with Tree and arborist inspections, plan review and related services to the Township. Proposals must be received by the Township no later than 4:00 p.m. EST on Thursday, February 18, 2021. For information and bid documents please see Township Website: <https://newtowntownship.org> under the business tab, Current Bids and RFP's.

GENERAL INFORMATION

Newtown Township is located in Delaware County PA. The population is approximately 12,600 as of the 2010 Census. The Township has recently passed a Shade Tree ordinance, and therefore, the candidate must be able to assist the Township in implementing all aspects of the ordinance. Experience working with either Shade Tree Commissions or Environmental Advisory Committee will be beneficial. The candidate will also assist the Township in other arborist-related duties as needed.

SUMMARY

Newtown Township, Delaware County, PA is requesting proposals for consultant(s) to support the Township's Code Department Staff and Public Works Department Staff with Tree and arborist inspections, plan review and related services to the Township. Proposals must be received by the Township no later than 4:00 p.m. EST on Thursday, February 18, 2021 and should be addressed to:

Newtown Township
RFP RESPONSE- Arborist
Attn: Stephen Nease, Township Manager
209 Bishop Hollow Road
Newtown Square, Pennsylvania 19073

Each proposal submitted shall be valid for ninety (90) days.

SCOPE OF SERVICES

Newtown Township, Delaware County, PA (the "Township") seeks proposals for an Arborist (the "Consultant") to provide supplemental tree inspection, landscaping plans review, services related to the day-to-day tree inspections as needed and periodic plans review needs of the Township. Except when, and if, the workload demands otherwise, all inspections shall be conducted within the normal business hours of 7:00 am to 4:00 pm, Monday through Friday.

At the direction of Township Manager or designee, the Consulting Arborist will coordinate with Codes Director and Public Works Director. The Township Arborist to assist with the following tasks:

1. Review arborist reports submitted for development proposals through Planning and Tree Permit review. Identify any missing or inaccurate information in arborist reports and project plans. Request additional info and/or clarification as needed to provide recommendations.
2. Review project plans and permits applications for potential impacts to Heritage Trees and Street Trees through construction activities (e.g., buildings, grading, drainage, irrigation, utilities, etc.)
3. Visit the subject site to verify tree protection measures are in place as specified prior to permitting.

4. Provide written comments to the Codes or Public Works Director when revisions to reports and/or plans are necessary. The following wording is to be incorporated into reports, "This peer review would be equivalent to the work typically conducted by the Township Arborist for development projects."

5. If a Heritage Tree removal is proposed as part of the development project, provide recommendation to Shade Tree Commission and Codes Director. Enter Heritage Tree data into database and post Heritage Tree removal notices.

6. All documents generated by the Township Consulting Arborist will be delivered electronically by email unless requested in another format.

7. Monthly visits to active job sites where Heritage Tree protection is mandated through a Land Development, Soil Erosion permit or Building permit to verify tree protection measures are being maintained.

8. Assist Public Works with managing trees on Township Property by:

- A. Review tree planting species, locations and methods for all trees to be planted on Township Property.
- B. Review and provide counsel regarding trees on Public Property identified by Public Works as in need of treatment for disease or other health issues.
- C. Review and provide counsel regarding trees on Public Property proposed by Public Works to be substantially pruned or removed.

9. Supplemental tasks may be assigned as needed.

To meet these required services, the Consultant shall supply:

- 1. Cell phone or smartphone
- 2. Computers, computer maintenance and software
- 3. Office supplies
- 4. Vehicle

The Township shall supply:

- 1. Maps of local/Town jurisdiction.
- 2. Township Ordinance and Shade Tree Commission Guidelines
- 5. Letterhead and necessary forms

TERMS

Township Consulting Arborist is to visit the office as need to pick-up to coordinate with the Codes and Public Works Directors.

Township Consulting Arborist agrees to provide reviews and render decisions in a timely manner so as not to delay the orderly and sequential progress of Township services.

Professional services described in the Scope of Work will be billed on a time and materials basis. Billable time will be calculated on minimum units of .2 of an hour. Bills will be summited for Township Projects no less then Bi-Monthly. Hours billed to developers or builders must be billed monthly and submitted in the required format.

Daily task descriptions and activities will be detailed and included on all invoices. Authorized services will be billed to specific projects unless directed otherwise.

All invoices must be approved by the Board of Supervisors and will be paid after Board Approval.

Either party may cancel this agreement upon notice.

SUBMISSION REQUIREMENTS

Proposal envelope should be marked "RFP-Arborist" and delivered to;
Newtown Township, Attn: Stephen Nease, Township Manager
209 Bishop Hollow Road, Newtown Square, Pennsylvania 19073 no later than 4:00 p.m. EST on Wednesday, February 17, 2021. One (1) original and three (3) identical copies should be submitted. It is the sole responsibility of the Consultant to assure that their proposal is received by the Township prior to the time specified. Any proposal received after the stated time and date will not be considered and will be returned unopened to the Proposer.

CONTENT OF PROPOSAL

The purpose of this section is to identify the information that should be submitted:

A. Consultant Information:

The Consultant should clearly indicate the trade and/or legal name of the business, business address, business telephone, business website, and names of persons authorized to represent the business.

B. Summary of Understanding of Proposed Services:

The prospective Consultant should indicate an understanding of the requested services as described in Scope of Services, and describe how it proposes to service the Township in these aspects.

C. List of Qualified Inspectors:

A list of qualified individuals and their certifications that can fulfill the various services. The individual(s) designated as the "Arborist" shall be certified as an International Society of Arboriculture designated Certified Arborist.

D. References:

A list of all Arborist contracts held during the last five (5) years, and a municipal representative from each location that the Township may contact. The list of references should specify whether each municipality is a current or past client.

E. Other Activities:

- Please indicate if your firm is willing/able to provide any additional services.
- Please indicate your typical response time for returning calls and providing inspections.

F. Cost of Services and Billing Methods:

- Fee schedule
- Plan review and inspection fees
- Other fees
- What is your billing procedure (i.e., monthly, quarterly, etc.)

The Township shall reserve the right to accept any part or all of the Consultant's fee schedule, and to negotiate any charges contained therein, unless otherwise qualified by the Consultant. The Township reserves the right to negotiate the final contract with the top three (or more) respondents in order of their ranking.

EVALUATION PROCESS

A selection committee will be established by the Township to review and evaluate each proposal submitted in response to this RFP. The minimum criteria will include:

Ability to perform the specific tasks

1. Qualifications of the specific individuals who will work on the project
2. The specific method or techniques to be used
3. Reasonableness of the schedule to complete each task element
4. Overall cost of the proposal

The Township reserves the right to accept or reject any or all proposals, in part or total and to waive any minor informalities, as deemed in the best interest of the Township and reserves the right to award the contract to the most responsive, responsible respondent, who submits the proposal meeting specifications most advantageous to the Township. The Township further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms and reputation of the vendor in determining the most advantageous proposal.

MODIFICATIONS & WITHDRAWALS

Proposals cannot be modified after submittal to the Township. Respondents may withdraw proposals at any time; however, no response may be withdrawn or modified after the submittal deadline.

Proposing consultants will not be reimbursed for any cost associated with the preparation of their proposal. Upon submittal, all documents will become the property of the Newtown Township, and as such, shall be public information. Proposals and attachments will not be returned to proposing firms. The Township reserves the right to reject any or all requests for proposals, to waive technicalities or informalities, and to accept any request for proposal deemed to be in the best interest of the Township.

Consultant shall be an independent contractor. Sample agreement is attached for your perusal.

BID PRICING SHEET

Category	Price Per
Onsite review of trees _____	per _____
Reports to Boards, or Staff _____	per _____
Plan Review _____	per _____
Meeting time with staff or others during day _____	per _____
Meeting time in evenings with Board/Commissions _____	per _____
Other: _____	per _____
Other: _____	per _____
Other: _____	per _____
Other: _____	per _____
Other: _____	per _____

Above are the prices for Arborist Services to be provided by
_____ for Newtown Township, Delaware County

Arborist

Township

Date

Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into the day of 2020, by and between the Newtown Township, Delaware County (hereinafter referred as "Township") and _____ (hereinafter referred to as the "Township Consultant").

RECITALS

- A. The Township requires professional services.
- B. The Township Consultant has held itself out to the Township as having the requisite expertise and experience to perform the required work for the Project.
- C. The Township Consultant is an International Society of Arboriculture designated Certified Arborist.

NOW THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Township Consultant shall provide to the Township, professional tree inspection/plans review services related to the day-to-day inspection and periodic plans review needs of the Township.

I. SCOPE OF SERVICES

The Township Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the services which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. THE TOWNSHIP'S OBLIGATIONS/CONFIDENTIALITY

The Township shall provide Township Consultant with reports and such other data/information as may be available to the Township and reasonably required by Township Consultant to perform hereunder and Township Consultant is entitled to rely on that information. No project information shall be disclosed by Township Consultant to third parties without prior written consent of the Township or pursuant to a lawful court order directing disclosure. All documents provided by the Township to Township Consultant shall be returned to the Township at the completion of the individual project or termination of this agreement. Township Consultant is authorized by the Township to retain copies of such data and materials at Township Consultant expense during the term of this agreement.

III. OWNERSHIP OF WORK PRODUCT

The Township acknowledges that Township Consultant's work product is an instrument of professional services. Nevertheless, the products prepared under this Agreement shall become the property of the Township upon completion of the work and payment in full of all monies due to Township Consultant with respect to the work. The Township shall not reuse or make any modifications to any documents completed as part of the scope of services without the prior written authorization of the Township Consultant.

IV. COMPENSATION

- A. Subject to annual appropriations, in consideration for the completion of the services specified herein by Township Consultant, the Township shall pay Township Consultant in accordance with the Schedule of Standard Hourly Rates in **Exhibit B**, which is attached

hereto and incorporated herein by this reference. This agreement is indefinite delivery/indefinite quantity (IDIQ) that provides for an indefinite quantity of supplies or services during the term of the agreement. Invoices will be itemized by Permit or Inspection number and include hourly breakdown for all personnel and other charges. Invoice totals shall include all fees and expenses incurred by Township Consultant in performing all services hereunder. Maximum annual project amount billed by Township Consultant to the Township under this Agreement shall not exceed ten thousand dollars (\$12,000) without prior written approval by the Township Manager.

B. Township Consultant may submit monthly statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Township Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the Township.

C. All invoices, including the Township Consultant's verified payment request & coversheet per Newtown Township third party invoicing policy, shall be submitted by Township Consultant to the Township no later than 2nd Friday of each month for payment pursuant to the terms of this Agreement. In the event Township Consultant fails to submit any invoice on or before 2nd Friday of any given month, Township Consultant defers its right to payment pursuant to said late invoices until the 2nd Friday of the following month.

D. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoices as provided by this Agreement.

E. The Township has the right to ask for clarification on any Township Consultant invoice after receipt of the invoice by the Township.

F. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Township Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Township Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Township Consultant will continue with all authorized services.

G. Final payment for each Task Order shall be made within thirty (30) calendar days after all data and reports (which are suitable for reproduction and distribution by the Township) required by this Agreement have been turned over to and approved by the Township and upon receipt by the Township of Township Consultant certification that services required herein by Township Consultant for the Project have been fully completed in accordance with this Agreement.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the Township of a Notice to Proceed on a Task Order, Township Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the Township, the Task Order shall be complete and the Township Consultant shall furnish the Township specified deliverables as provided in the Task Order Schedule.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the Township Manager or Director of Codes. If Township Consultant proceeds without such written authorization, the Township Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Township shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Township Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Township Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Township Consultant shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all items described in **Exhibit A**. Township Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in its professional services, which fall below the standard of professional services.

D. Approval by the Township of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Township Consultant of responsibility for technical adequacy of the work. Neither the Township's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Township Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the Township provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The work and services to be performed by Township Consultant hereunder shall be done in compliance with the applicable laws, rules and regulations.

IX. INDEMNIFICATION

Township Consultant agrees to indemnify and hold harmless the Township, its officers, employees and insurers, from and against all liability, claims, and demands on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage to the extent such injury, loss, or damage is caused by the negligent act, omission, error, professional error, of Township Consultant, or any subcontractor of Township Consultant.

X. INSURANCE

A. Township Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Township Consultant pursuant to the Section entitled Indemnification above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Township Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant the provision entitled Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Township Consultant shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Township. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Township Consultant pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease – policy limit, and one million dollars (\$1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and one million dollars (\$1,000,000) general aggregate.

4. Automobile Liability Insurance minimum coverage: \$1,000,000 for each occurrence combined single limit, or \$1,000,000 for any one person and \$1,000,000 for any one accident, and \$300,000 property damage.

5. The policy required by paragraph two above shall be endorsed to include the Township and the Township's officers, employees, and Township Consultant as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Township, its officers, its employees, or its Township Consultant shall be excess and not contributory insurance to that provided by Township Consultant. Township Consultant shall be solely responsible for any deductible losses under any policy required above.

6. The certificate of insurance provided for the Township shall be completed by Township Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Township prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Township. The completed certificate of insurance shall be sent to:

Township of Newtown
209 Bishop Hollow Road
Newtown Square, Pennsylvania 19073
Attn: Township Manager

7. Failure on the part of Township Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the Township may immediately terminate this Agreement.

8. The parties hereto understand and agree that the Township, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations per person and nine hundred and ninety thousand dollars or any other rights, immunities, and protections provided by the Pennsylvania Sovereign and Governmental Immunity Acts, as from time to time amended, or otherwise available to the Township, its officers, or its employees.

XI. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without written consent of the other.

XII. TERMINATION

The Township may terminate this agreement upon the Township providing Township Consultant with thirty (30) days advanced written notice. Township Consultant may terminate this agreement upon the Township Consultant providing Township with sixty (60) days advance written notice. In the event the Agreement is terminated, the Township

Consultant shall provide the Township all work product developed under this Agreement, all data and materials furnished to Township Consultant by the Township or others associated with the Project, and a complete accounting of all professional services rendered from the date of receipt of notice to terminate.

XIII. CONFLICT OF INTEREST

The Township Consultant shall disclose any personal or private interest related to property or business within the Township. Upon disclosure of any such personal or private interest, the Township shall determine if the interest constitutes a conflict of interest. If the Township determines that a conflict of interest exists, the Township may treat such conflict of interest as a default and terminate this Agreement.

XIV. UNDOCUMENTED IMMIGRANTS

- a. Certification. By entering into this Agreement, Township Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an undocumented immigrant.
- b. The Township Consultant will not at any time during the contract employ or contract with and undocumented immigrants.
- c. Duty to Comply with Investigations. Township Consultant shall comply with any reasonable request by the Pennsylvania Department of Labor and Employment made in the course of an investigation conducted pursuant to ensure that Township Consultant is complying with the terms of this Agreement.

XV. VENUE

This Agreement shall be governed by the laws of the State of Pennsylvania, and any legal action concerning the provisions shall be brought in the Delaware County, State of Pennsylvania.

XVI. INDEPENDENT CONTRACTOR

TOWNSHIP CONSULTANT IS AN INDEPENDENT CONTRACTOR. NOTWITHSTANDING ANY PROVISION APPEARING IN THIS AGREEMENT, ALL PERSONNEL ASSIGNED BY TOWNSHIP CONSULTANT TO PERFORM WORK UNDER THE TERMS OF THIS AGREEMENT SHALL BE, AND REMAIN AT ALL TIMES, EMPLOYEES OR AGENTS OF TOWNSHIP CONSULTANT FOR ALL PURPOSES. TOWNSHIP CONSULTANT SHALL MAKE NO REPRESENTATION THAT IT IS THE EMPLOYEE OF THE TOWNSHIP FOR ANY PURPOSE. TOWNSHIP CONSULTANT IS SOLELY RESPONSIBLE FOR ITS OWN FEDERAL, STATE, AND LOCAL TAXES, WORKER'S COMPENSATION, INSURANCE, OFFICES, HOURS OF WORK, AND MANNER AND METHOD OF WORK.

XVII. CORPORATE PROTECTION

Township agrees that Township Consultant's services under this Agreement shall not subject Township Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with work under this Agreement, so long as said employees, officers or directors are acting within the scope of this Agreement and the scope of any corporate authority. Therefore, and notwithstanding anything to the contrary

contained herein, Township agrees that as the Township's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Township Consultant, so long as said employees, officers or directors are acting within the scope of this Agreement and the scope of said corporate authority.

XVIII. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Township shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XIX. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire agreement between Township Consultant and the Township. None of this Agreement may be amended, modified, or changed, except as provided herein.

XX. NOTICE

Any notice or communication between Township Consultant and the Township which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have sufficiently given when directly presented or pre-paid, first class United States Mail, addressed as follows:

Township of Newtown:
Newtown Township
209 Bishop Hollow Rd
Newtown Square, PA 19073