

City of College Park, Maryland
Request for Bid Proposals
Urban Tree Canopy Assessment
RFP CP-18 - 03

1. ADVERTISEMENT

The City of College Park, Maryland, requests sealed bid proposals for a Citywide Urban Tree Canopy Assessment.

Bid proposals must be submitted in original only, on the specified forms, in a sealed envelope addressed to the Director of Finance, City of College Park, Maryland, marked “Urban Tree Canopy Assessment, RFP CP-18 - 03, City of College Park, Maryland” and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740 by March 14, 2018 at 2:00 p.m. at which time they will be publicly opened and read.

Copies of the Request for Bid Proposals may be downloaded from the City’s website at www.collegeparkmd.gov. The RFP package will be listed under the “Government” tab on the homepage, then click “Bids and RFPs”. If you are unable to obtain the Contract Documents from the website, please contact the Finance Department, Monday-Friday 8:00 a.m.-5:00 p.m., at 240-487-3509.

The City of College Park is an equal opportunity employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, pregnancy, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

The City of College Park reserves the right to accept or reject any and all bids in whole or in part, to waive any technicalities or formalities, and to exercise its sole discretion to best serve the interests of the City. The contact person and Project Manager for this project is Brenda Alexander, Public Works Assistant Director and City Horticulturalist (240-487-3590).

2. PREPARATION OF BIDS

The Bid Proposal Form and attachments are included in the Contract Documents for this project. Bids shall be submitted on the attached forms and shall be filled out in full, in ink or typed and manually signed. If changes and erasures are made, such changes and erasures shall be clear and legible, and shall be initialed by the person signing the Bid Proposal Form. Proposals made on any other than the Bid Proposal Form will not be considered. Any changes not approved by the Project Manager will cause rejection of the proposal. Conditional proposals and proposals containing escalator clauses will not be accepted.

Each proposal must be enclosed in an opaque, sealed envelope marked, "Urban Tree Canopy Assessment, Contract CP-18 - 03, City of College Park, Maryland". The bidder's name must also be provided on the envelope, which may contain only one bid.

Documents to be submitted with Bid include:

1. Bid Proposal Form
2. Information Regarding the Bidder
3. Non-collusion Affidavit
4. Affidavit With Respect To Non-Conviction, Non-Suspension And False Pretenses
5. Certificate of Non-Suspension
6. Attachment A - Project Work Plan

Errors in preparation of the proposal will not relieve the Bidder from the terms thereof. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if the proposal is accepted.

Bidders are specifically warned against unbalancing their bids, as this will render them liable for rejection. All bids remain binding for ninety (90) days after the bid opening.

Bidders, by submitting a bid, certify that they have thoroughly examined the requirements contained in the bid documents and are familiar with the City's specifications. Modifications and alternate proposals for the services required may result in the rejection of the proposal. Bidders shall clearly and succinctly respond to the requirements of the request for proposal. Any proposals offered as alternates shall be clearly marked as such.

The Bidder will not discriminate against any employee or applicant for employment because of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or any other factors not related to the ability to perform the work.

3. PRE-BID MEETING

An optional pre-bid meeting will be held at 10 a.m. on February 27, 2018 at Davis Hall, located at 9217 51st Ave., College Park, Maryland 20740 to review project requirements. Call (240) 487-3590 with questions.

4. INVITATIONS TO BID A COURTESY

This Request for Bid Proposals is sent as a courtesy to known interested companies. The receipt of this Request for Bid Proposals from the City of College Park in no way implies that the recipient is a qualified bidder.

5. INTERPRETATIONS

All questions about the meanings or intent, discrepancies or omissions of the Request for Bid Proposals shall be submitted in writing to the Project Manager, Brenda Alexander, Assistant Director, Department of Public Works prior to, or verbally at, the pre-bid meeting. Replies to these inquiries shall be made in writing. The Project Manager will issue an addendum to the RFP with the questions and answers on or before March 2, 2018. Any addenda will be posted to the City's website. It shall be the responsibility of the Bidder to ascertain whether any addenda have been issued by checking the City's website. Bidder must acknowledge the receipt (or "None" if applicable) of any addenda on their Bid Proposal Form. No questions will be accepted after the pre-bid meeting deadline. Upon award of the bid, all questions concerning progress of the work shall be directed to the Project Manager.

6. CONTRACT TERM

The work to be performed under the contract ("Work") shall commence within ten days of notice to proceed. All Work is required to be completed on or before six months from notice to proceed. Time is of the essence to the performance of the Work.

7. SCOPE OF WORK

The City readily acknowledges the many and varied benefits of a vigorous tree canopy such as economic, environmental, community and aesthetic attributes. The City is actively engaged in a number of environmental initiatives to protect existing resources and increase stewardship in areas such as recycling, composting, solar power utilization as a component of energy reduction and private tree canopy expansion. College Park is proud to have been recognized as a Tree City for over 25 years. Public Works staff routinely performs activities to maintain street trees throughout the City; however this work may not be sufficient to increase or even maintain the current canopy.

The work required of the successful bidder will be performed in coordination with City departments, including Administration, Engineering, Planning, Community and Economic Development and Public Works because of its interdisciplinary nature and wide-ranging impact.

Brenda Alexander Public Works Assistant Director will be the point of contact and Project Manager. The project will involve analyzing existing GIS data such as the City's street tree layer and other available data and studies to compile a comprehensive Urban Tree Canopy report.

One component of the project will be to verify and edit the City's existing GIS-based street tree inventory. Significant information related to street tree characteristics shall include: location, species, size (dbh), condition rating: excellent – good 100% - 80%, fair 60%, poor 40%, critical 20%, and dead 0%. A deliverable GIS shapefile will be produced to integrate data into the City's existing GIS map layers.

The Urban Tree Canopy (UTC) assessment will pertain to both public and private trees. The UTC assessment will consist of spatial data for tree canopy and land cover within the boundaries of the City. The information derived from this assessment will be used to establish a UTC baseline of known accuracy (% coverage), establish classification methodology that can be used to track canopy gains and losses over time, and develop a sound urban forestry management plan based on the current UTC to establish priorities and objectives that will provide collective ecosystem benefits. The assessment report will be a guide to aid in the management, maintenance and future planting of trees throughout the City and recommend actions to the City to help focus tree planting efforts and preserve existing public and private trees by providing a sustainable and strategic framework.

The UTC assessment report will include recommendations primarily addressing City property and maintained rights-of-way and private property. Property owned and maintained by other governmental entities (University of Maryland and Maryland-National Capital Park and Planning Commission) within the City boundaries should be included in the UTC assessment for the City, however recommendations related to future management and maintenance activities and other requirements do not need to be specifically addressed since the City has no control in these areas.

A deliverable Urban Tree Canopy Assessment draft report will be produced and submitted to the City staff team for discussion and review, to include findings from project research and street tree inventory that includes an executive summary, existing UTC coverage and evaluation, analysis of the major UTC species with respect to environmental benefits, recommendations for public and private (residential and commercial) property, prioritizing neighborhoods for public and private tree canopy expansion, providing recommendations for right-of-way street trees and identification of potential planting spaces, review of existing City policies and practices including any recommendations for modification, and possible incentive and funding programs for increasing the private tree canopy .

The final component of the project will be to revise the draft UTC assessment to incorporate staff comments into a finished report, and make a presentation to the City Council outlining the project findings, results and recommendations.

A Schedule of Work will be developed by the Consultant and approved by the City and included as part of the contract terms.

8. QUALIFICATIONS OF CONSULTANT

The selected Consultant shall perform all specified work utilizing employees directly employed by the Consultant who are properly trained in arboriculture, geography and mapping, and ArcGIS computer program usage. The selected Consultant shall have at least three International Society of Arboriculture certified arborists on staff that has been employed by the Consultant for at least one year. Staff employed to collect street tree data shall have the necessary qualifications for completing tree inventory data collection. The selected Consultant must have completed a minimum of four UTC projects similar in scope in the last two years. The selected Consultant shall be capable of providing all services required in these specifications. Consultant shall be acquainted with State, County and Local laws and ordinances that may affect the work and shall agree to abide by them. Consultant must be able to perform the UTC assessment and tree inventory services without delay from other projects and commitments.

9. ASSIGNMENT

The selected Consultant shall not assign or subcontract any portion of the operation without prior written approval from the City. If the Consultant intends as part of its proposal to form a team or subcontract any part of the work described in its proposal, that fact must be explicitly stated in the proposal and the Consultant shall include the qualifications and references of any proposed subcontractors. If the City awards the contract to the Consultant and approves any subcontract, this approval shall not create any relationship between the subcontractor and the City, and the Consultant shall remain responsible for the entire contract.

10. INDEPENDENT CONSULTANT

The selected Consultant will be engaged as an independent Consultant and not as an employee or agent of the City.

11. AWARD OF CONTRACT

Bidders shall submit a bid for the entire contract only. The Mayor and Council of the City of College Park will select the successful Bidder. In determining which proposal is best, the City will take into consideration the specifics of the proposal, the bid price, and the experience, qualifications, references, responsibility and currently available facilities of the Bidder to perform the work. The City reserves the right to reject any or all proposals, and to exercise its sole discretion to best serve the interests of the City.

Except where the City exercised the right reserved herein to reject any or all proposals, each Contract will be awarded on a per unit price or lump sum basis, as is in the best interest of the City of College Park.

The City of College Park reserves the right to cancel the Award of the Contract at any time prior to execution of the Contract without liability on the part of the City.

12. EXECUTION OF THE CONTRACT

The Bidder to whom the Contract has been awarded must execute a Contract in substantially the form attached within ten business days after the award and submit such other Documents as required by the Contract Documents including bonds, and insurance certificates. Failure by the successful Bidder to execute the Contract and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award.

If the bidder to whom the award is made shall fail to execute the contract as herein provided, the award may be annulled and the contract awarded, at the discretion of the City, to the second lowest responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made, or the City of College Park may reject all of the bids, as its interest may require.

A Bidder may submit only one proposal for the Contract. More than one proposal from an individual, firm or partnership, corporation or association under the same or different names will not be considered on any given Contract, and will be considered grounds for disqualification and/or rejection of the proposals involved, unless prior approval has been given by the City.

13. BID GUARANTEE

No bidder may withdraw a bid within ninety (90) days after the opening thereof. Negligence on the part of the bidder in preparing the Bid confers no right to the withdrawal of the Bid after it has been opened.

14. NOTICE TO PROCEED

After execution of the Contract, the City will issue a Notice to Proceed. This Notice to Proceed will be the date upon which work under this Contract shall be initiated, and upon which time provided in the Contract for performance of the work shall be commenced.

Work done prior to the date set forth in the Notice to Proceed shall be at the successful Bidder's risk.

Failure by the successful Bidder to initiate work within ten days of the date of commencement set forth in the Notice to Proceed shall be construed as a breach of contract and may result in termination of the Contract by the City.

15. DISCLAIMER

The RFP, including the documents incorporated and/or referenced in the RFP, have been prepared to solicit proposals, and are not contract offers. The only document that will be binding on the City is the contract, if any, duly executed by the City and the selected Consultant. No proposal shall be construed as creating any contractual relationship between the City and any party responding to this RFP.

Nothing contained in this RFP in writing or implied by the selection process shall create any obligation on the part of the City to select any consultant for the services described herein. The City reserves the right at its sole discretion to select any consultant, to decide not to select a consultant or proceed with the project, or to otherwise modify their approach to the assignment.

16. MODIFICATION OF BID DOCUMENTS

The right is reserved, as the interests of the City may require, to revise or amend the plans and specifications prior to the date set for opening bids and to postpone the date set for opening bids. Such revisions, amendments and/or postponements will be announced by addendum, a copy of which shall be furnished to all prospective bidders.

17. INSURANCE AND INDEMNIFICATION

The selected Consultant will purchase from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in Maryland, and maintain during the entire term of the contract, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Consultant will name the City as an additional insured, with the exception of the workers compensation and errors and omissions insurance, and will provide an additional insured endorsement.

i. Comprehensive General Liability Insurance:

Combined single limit liability insurance with a limit of \$2,000,000 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage. Consultant shall obtain builder's risk insurance in an amount appropriate to cover potential losses. The City will not be liable for any damages during construction.

ii. Automobile Liability Coverage: Automobile insurance with a combined limit of \$1,000,000 for each occurrence/ aggregate.

iii. Professional Errors and Omissions Insurance. The Consultant shall maintain a policy with limits of not less than \$1,000,000 each occurrence/aggregate

iv. Workers' Compensation Insurance: Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Consultant shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of \$500,000. All corporations are required to provide Workers' Compensation Certificates of Insurance.

The selected Consultant will covenant to maintain insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the City under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City within ten (10) days following the execution of this contract and prior to commencement of any work. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

Provision of any required insurance does not relieve Consultant of any of the responsibilities or obligations assumed by the Consultant in the contract awarded, or for which the Consultant may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

The selected Consultant shall also furnish to the City a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the City.

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

The Consultant shall indemnify and save harmless the City, its officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys' fees, whether caused by actions or omissions on the part of the Consultant, its agents, servants and employees, or to other causes.

A rider or riders to the Public Liability and/or Property Damage Insurance policy or policies to cover any special hazards which may develop in the course of the work with such companies and in such amounts as may be approved by the City.

18. REPRESENTATIONS BY BIDDER

In submitting a bid, the Bidder certifies that the Bidder:

- a. Currently complies with the conditions of §69-6 “Equal Benefits” of the City Code, by providing equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners; or
- b. Will comply with the conditions of §69-6 at time of contract award; or
- c. Is not required to comply with the conditions of §69-6 because of allowable exemption; and
- d. Does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

**CITY OF COLLEGE PARK
BID PROPOSAL FORM RFP – CP-18-03
URBAN TREE CANOPY ASSESSMENT**

CITY OF COLLEGE PARK
Original plus 3 copies to:
Finance Department
City of College Park
4500 Knox Road
College Park, MD 20740

BID DUE DATE: March 14, 2018
TIME: 2:00p.m.

(insert name of bidding company)

Hereby submits the following proposal for Urban Tree Canopy Assessment RFP-CP-18-03. Having carefully examined the Request for Bid Proposals, Instructions to Bidders, the proposed Contract and Addenda Numbered _____(complete if any addenda were issued, or enter “None), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that the unit price bid will remain in effect throughout the term of the contract, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the documents for the entire work, all in strict accordance with the contract documents, for the lump sum of:

\$

(numerical figures)

(printed sum)

TREE CANOPY ASSESSMENT AND INVENTORY

CITY OF COLLEGE PARK

RFP-18-03

COMPENSATION SCHEDULE

| Description | Units | Unit Cost |
|--------------------|--------------|------------------|
| UTC Assessment | Lump Sum | |
| Tree Inventory | Lump Sum | |
| Total | | |

SPECIAL TERMS AND CONDITIONS:

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
- B. It is understood that the proposal price will be firm for a time period of ninety (90) calendar days from the proposal opening date, and that, if notified of acceptance of this proposal within this time period, the Bidder shall execute a contract for the above stated compensation.
- C. The bid shall be stated in both words and figures.
- D. In submitting this bid, the Bidder certifies that the Bidder:
 - 1. Currently complies with the conditions of §69-6 “Equal Benefits” of the City Code, by providing equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners; or
 - 2. Will comply with the conditions of §69-6 at time of contract award; or
 - 3. Is not required to comply with the conditions of §69-6 because of allowable exemption.
- E. In submitting this bid, the Bidder certifies that the Bidder does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

Consultants Legal Business Name: _____

Firm Representative: _____
(printed name)

Title: _____

Signature: _____

Date: _____

ATTACHMENT A

PROJECT WORK PLAN

Provide an estimated timetable to complete each part of the project (assessment and inventory) and an associated plan, including number of employees to complete each part of the project.

Provide an organizational chart and current list of employees who may be assigned to work on this project and their associated credentials/resumes.

Provide a list of firms and/or personnel who may be used as subcontractors for this project.

Attach additional sheets as needed.

TO BE SUBMITTED WITH BID

Non-Collusion Affidavit

_____, being duly sworn on oath, deposes and says:

That he/she is the

(Owner, Partner, Title if on behalf of a Corporation)

of _____,
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

_____(SEAL)

Name: _____

Title: _____

To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

TO BE SUBMITTED WITH BID

AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE PRETENSES

I hereby affirm that:

1. I am the _____ (Title) and duly authorized representative of _____ (Name of Business Entity) whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and

3. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and

4. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.

5. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees

who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle.

6. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the City, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.

 7. State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.
-
-
-

I acknowledge that this affidavit is to be furnished, where appropriate, to the City of College Park, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of College Park may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

I further affirm that the business entity is properly registered to do business in the State of Maryland.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

Date

Signature

Printed Name

TO BE SUBMITTED WITH BID

INFORMATION REGARDING THE BIDDER

City of College Park

1. Name of Bidder _____
(Individual /Firm/Corporation)

Place of Business of Proposer

Telephone Number () _____

2. Is the business incorporated? _____ Yes _____ No

Non-Corporation Business

3. If response to item # 2 above is No, list the name and business and residence address of each individual having a ten percent (10%) or greater financial interest in the business.

| <u>Name</u> | <u>Business address</u> | <u>Residence Address</u> |
|-------------|-------------------------|--------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Corporate Business Entities - Please answer items 4 and 5.

4. List all officers of the corporation, their business address and the date on which they assumed their respective offices.

| <u>Name</u> | <u>Office</u> | <u>Business address</u> | <u>Date Office Assumed</u> |
|-------------|---------------|-------------------------|----------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

f. Please provide at least 3 references, including any Maryland governmental units or agencies for whom you have worked on a similar project. Include the name and telephone number of your contact with each. _____

g. Provide telephone number(s) for 24 hour a day emergency contact. _____

h. Identify all subcontractors, materialmen, and suppliers that you intend to use in performing the work under the Contract, and specify the work each is expected to perform.

Dated this _____ day of _____, 2018.

Name of Bidder

By: _____

CITY OF COLLEGE PARK
CONTRACT NO. CP-18-03

THIS AGREEMENT is effective on the _____ day of _____, 2018 by and between the City of College Park (hereinafter referred to as the "City") and _____ (hereinafter referred to as "Consultant").

WHEREAS, the City wishes to obtain a comprehensive Citywide Urban Tree Canopy Assessment report culminating with a presentation to the City Council of the research project, and an update to an existing street tree inventory in ArcGIS format compatible with city mapping software programs; and

WHEREAS, the Consultant is willing to provide said services.

NOW THEREFORE, the parties hereto agree as follows:

I. SCOPE OF WORK

The work required of the Consultant will be performed in coordination with the City and Brenda Alexander, City's Project Manager, who will supervise and inspect the work. The Consultant shall supply all labor, equipment, and materials necessary to perform a Citywide Urban Tree Canopy Assessment as detailed in these specifications

II. CONTRACT TERM

The work to be performed under the contract ("Work") shall commence within ten days of notice to proceed. All Work is required to be completed on or before six months from notice to proceed. Time is of the essence to the performance of the Work.

III. CONTRACT PRICE

The City agrees to pay to the Consultant the sum of _____ for services upon receipt of deliverables.

IV. OTHER PAYMENTS; EXPENSES; TAXES.

The City will not be responsible for any cost or expenses of operation of any kind associated with Consultant's provision of services pursuant to this Contract, except as set out herein. Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of his obligations under this Contract.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Consultant, as an independent Consultant of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Consultant is deemed not to be an independent Consultant by any local, state or federal governmental agency, Consultant agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys' fees incurred thereby.

V. CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the contract and they are fully a part of the contract as if attached hereto:

Request for Bid Proposals

Attachment A

Bid Forms as submitted by Consultant

Addenda

Other Documents Contained within the Bid Specifications

Certifications, Affidavits and Affirmations of Consultant Required by the City

Information Regarding the Bidder

The bid documents submitted by the Consultant are incorporated herein and made a part of the contract documents by reference.

VI. CAPACITY TO PERFORM

The Consultant represents that all equipment and personnel necessary for providing the described services and items will be available as needed. The Consultant shall perform all specified work using properly trained and skilled individuals supervised and directly employed by the Consultant.

VII. STATUS OF CONSULTANT

The Consultant shall perform the services described herein as an independent contractor and not as an employee of the City.

VIII. INSURANCE AND INDEMNIFICATION

Consultant will purchase from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in Maryland, and maintain during the entire term of this Contract, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below.

On each policy, Consultant will name the City as an additional insured, with the exception of the workers compensation insurance, and will provide an additional insured endorsement.

Comprehensive General Liability Insurance:

Personal injury liability insurance with a limit of \$2,000,000 each occurrence/aggregate;
Property damage liability insurance with limits of \$2,000,000 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage. The City will not be liable for any damages during construction.

Automobile Liability Coverage: Automobile fleet insurance \$1,000,000 for each occurrence/ aggregate; property damage - \$500,000 for each occurrence/aggregate.)

Workers' Compensation Insurance: Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Consultant shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of \$500,000. All corporations are required to provide Workers' Compensation Certificates of Insurance.

Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the City under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City within ten (10) days following the execution of this contract and prior to commencement of any work. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

Provision of any insurance required herein does not relieve Consultant of any of the responsibilities or obligations assumed by the Consultant in the contract awarded, or for which the Consultant may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

The Consultant shall also furnish to the City a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the City.

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

The Consultant shall indemnify and save harmless the City, its officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys' fees, whether caused by actions or omissions on the part of the Consultant, its agents, servants and employees, or to other causes.

IX. LICENSES, APPLICABLE LAWS

The Consultant will be responsible for obtaining any and all licenses pertaining to performance of work under the contract. All services and materials provided by the Consultant shall conform to all applicable laws and regulations.

X. MATERIALS AND STANDARD OF WORK

All work performed, and material provided, pursuant to this contract shall be in conformance with standards adopted by the State of Maryland and Prince George's County and will be appropriate for existing conditions. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Consultant at Consultant's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Consultant.

XI. ACCURATE INFORMATION

The Consultant certifies that all information provided in response to the invitation to bid or in response to other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and to terminate this contract.

XII. PERIODIC AND FINAL INSPECTION

The City will make periodic inspections of the work through the City's Project Manager or designated representative to ensure that all contract requirements have been met.

XIII. RESTORATION OF PROPERTY

The Consultant, at its own expense and in a manner acceptable to the City, will restore or replace to original condition any property displaced or damaged as a result of work performed under this contract, whether the property is owned by the City or a third party.

XIV. TERMINATION FOR DEFAULT

Failure of the Consultant to deliver work, supplies, materials, or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents shall constitute a breach of contract. In such event, the City may give notice to the contractor to cease work until the cause for such order has been eliminated. Should the Consultant fail to correct such default within 24 hours after receipt of notification, the City

may terminate any such contract. This provision shall not limit the City in exercising any other rights or remedies it may have.

XV. TERMINATION FOR CONVENIENCE

The performance of work or delivery of services may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods and services furnished prior to the effective date of such termination.

XVI. NOTICES

All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

Scott Somers
City Manager
City of College Park
4500 Knox Road
College Park, MD 20740

XVII. ERRORS IN SPECIFICATIONS

The Consultant shall take no advantage of any error or omission in the specifications. The City shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

XVIII. GOVERNING LAW

This contract is executed in the State of Maryland and shall be governed by Maryland law without regard to its conflict of laws provisions. The Consultant, by executing this contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this contract.

XIX. INTERPRETATION

Any questions concerning conditions and specifications shall be directed in writing to the Project Manager. No interpretation shall be considered binding unless provided in writing by the Project Manager. By execution of this contract, the Consultant certifies that it understands the terms and specifications.

XX. ATTORNEYS' FEES AND COSTS

The prevailing party shall be entitled to attorney's fees and costs incurred in any actions or claims brought to enforce this contract, or for damages thereunder.

XXI. SUCCESSORS AND ASSIGNS

This contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, the Consultant shall not assign any right or obligation under this contract without the City's express written consent, which may be withheld in the City's sole discretion.

XXII. ENTIRE AGREEMENT

This contract, including exhibits attached hereto, constitutes the entire agreement between the City and the Consultant and may only be amended in a writing executed by both parties.

XXIII. NON DISCRIMINATION.

A. The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

B. The Consultant certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, pregnancy, political affiliation or any other factors not related to the ability to perform the work.

XXIV. EQUAL BENEFITS.

A. Consultant must comply with the applicable provisions of § 69-6 of the City Code. The Consultant shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.

B. Upon request, the Consultant shall provide evidence of compliance with the provisions of § 69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Consultant may not be in compliance with the provisions of this section.

C. The failure of the Consultant to comply with § 69-6 of the City Code will be deemed to be a material breach of the covered contract.

XXV. PERMITS

The Consultant is responsible for obtaining all permits required for the work.

XXVI. SEVERABILITY.

If and for so long as any provision of this Contract shall be deemed to be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other provision of this Contract, except only so far as shall be necessary to give effect to the interpretation of such invalidity, and any such invalid provision shall be deemed severed from this Contract without affecting the validity of the balance hereof.

XXVII. COUNTERPARTS.

The parties may execute this Contract in counterparts, which each such document shall, in the aggregate and when signed by both parties, constitute one and the same instrument; and, thereafter, each counterpart shall be deemed an original instrument as against any party who has signed it. This Contract shall not be valid or enforceable unless and until executed by a duly authorized officer of each party.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

_____ day of _____, 2018.

WITNESS:

CITY OF COLLEGE PARK

Janeen Miller, CMC, City Clerk

By: _____
Scott Somers, City Manager

WITNESS:

CONSULTANT

By: _____

Title: _____

Approved as to form and legal sufficiency

Suellen M. Ferguson
Attorney for the City of College Park

