

**RESOLUTION NO. 830**

**BOROUGH OF MALVERN  
CHESTER COUNTY, PENNSYLVANIA**

**A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF MALVERN,  
CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING TO  
REQUEST A GREENWAYS, TRAILS, AND RECREATION PROGRAM (GTRP)  
GRANT OF \$250,000 FROM THE COMMONWEALTH FINANCING AUTHORITY TO  
BE USED FOR RANDOLPH WOODS**

**WHEREAS,** Be it RESOLVED, that the Borough Of Malvern of Chester County hereby request a Greenways, Trails and Recreation Program (GTRP) grant of \$250,000 from the Commonwealth Financing Authority to be used for Randolph Woods.


**WHEREAS,** Be it FURTHER RESOLVED, that the Applicant does hereby designate Peter Simone, Landscape Architect and Simone Collins, INC. as the official(s) to execute all documents and agreements between the Borough of Malvern and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

**WHEREAS,** I, Tiffany M. Loomis, duly qualified Secretary of the Borough of Malvern, Chester County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Borough of Malvern Council at a regular meeting held April 19<sup>th</sup>, 2022, and said Resolution has been recorded in the Minutes of the Borough of Malvern and remains in effect as of this date.

**IN WITNESS THEREOF,** I affix my hand and attach the seal of the Borough of Malvern, this 19<sup>th</sup> day of April, 2022.


**RESOLVED** this 19<sup>th</sup> day of April, 2022 by Borough Council,

this 19<sup>th</sup> day of April, 2022.

  
Amy Finkbiner, PhD, President

Approved by the Mayor,

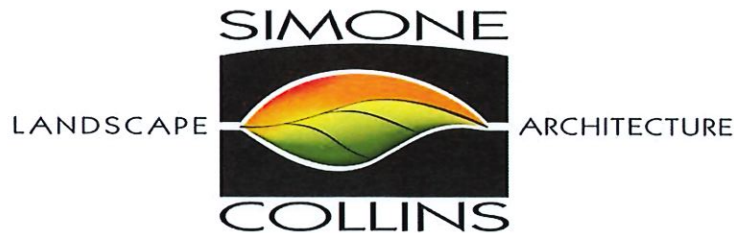
this 19<sup>th</sup> day of April, 2022.

  
Zeyn B. Uzman, Mayor

Enacted,

this 19<sup>th</sup> day of April, 2022.

  
Tiffany M. Loomis, Secretary



March 8, 2022

TIFFANY M. LOOMIS  
BOROUGH MANAGER & ZONING OFFICER  
1 East First Ave. - Suite 3  
Malvern, PA 19355  
[tloomis@malvern.org](mailto:tloomis@malvern.org)  
610 644 2602

**RE: DCED Grant Proposal  
Randolph Woods Nature Preserve - SC # 22012.00**

Dear Ms. Loomis:

**Simone Collins Landscape Architecture (SC)** is pleased to offer this proposal for preparation of a grant application to the Department of Community and Economic Development (DCED) CFA – Greenway, Trails, and Recreation Program – for design and construction funds for improvements at Randolph Woods Preserve.

The DCED grant application is due on or about May 31, 2022.

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#### **Scope of Services**

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The scope of work includes all work necessary to prepare and submit the DCED grant application. In addition to the preparation of the grant application on-line, the work required includes meetings and coordination with the Borough, the County and local legislators, and others as necessary. A large part of this work will be to contact community leaders and local agencies to obtain letter of recommendation / support for the grants.

SC will notify the appropriate DCED personal to notify them of the Borough's intent to submit a grant application.

The DCED grant application, if it is to be successful, needs unanimous approval from The CFA Board of that agency. It will be imperative for the Borough to make sure that its state senator and state representative personally talk to all five legislators / staff who have votes.

The DCED grant application will be for \$250,000.00. This grant requires a 15% cash match.



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## Grants Preparation Fee

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Labor Cost for the DCED application is a lump sum cost of \$3,500.00. Reimbursable costs are in addition to labor and are anticipated not to exceed \$200.00. There is also a \$100.00 application fee for the DCED grant included in this upset of \$200.

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## Assumptions and Exclusions.

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The following assumptions and exclusions are a part of this technical and cost proposal.

- The Borough will provide information, records, and resolutions from the Borough Council for submission of the grants, and other information that may be required by SC for submission of the grant applications in a timely manner.

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## General Conditions

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1. Professional services performed pursuant to this agreement shall be performed with the care and skill ordinarily used in the landscape architecture profession under similar conditions at the same time and in the same locality. SC offers no other warranties, express or implied with respect to the project or in any reports, opinions, drawings, specifications, or other documents furnished by SC. All such warranties, including but not limited to the warranties of merchantability, fitness for a particular purpose and/or reasonable workmanship, whether express or implied, are specifically disclaimed.

2. SC shall commence work upon acceptance of this proposal, in writing, with notice to proceed and a retainer in the amount of 10% of the total fee. This retainer shall be held by SC and applied against the last invoice from SC to **Malvern Borough (THE CLIENT)**.  
**WAIVED.**

3. SC shall act as an independent consultant to THE CLIENT to provide advice and consultation. SC shall submit invoices to THE CLIENT on a monthly basis for the percentage of completion or actual time spent on the project as agreed upon and provided by this proposal/agreement. Each invoice is due and payable in full, thirty (30) days after the date thereof. Payment shall not be contingent upon receipt by THE CLIENT of funds from any other third parties. If at any time an invoice remains unpaid for a period in excess of sixty (60) days, a service charge of 2% per month shall be assessed from the date of the invoice. THE CLIENT agrees to indemnify and hold harmless SC from and against any and all fees, expenses and costs, including reasonable attorney fees, incurred by SC in its efforts to collect and enforce payment of accounts not been paid when due.

4. SC reserves the right to stop work on a project if the latest invoice is not paid in full within thirty (30) days of its date by THE CLIENT. THE CLIENT waives any claim against SC, and agrees to indemnify, defend and hold harmless SC from and against any claim arising from suspension or termination of work by SC resulting from failure of THE CLIENT to provide timely payment.

5. THE CLIENT shall notify SC in writing within ten (10) days after receipt of an invoice if any aspect of the invoice is in dispute. Failure to notify SC of any dispute within the ten (10) day period shall be deemed acceptance of the amounts due as stated and waiver of disputes as to the quality and extent of service provided.

6. The terms of this proposal/agreement do not include time spent in additional detailing of invoices at THE CLIENT' request. Such additional detailing shall be invoiced as additional work along with related cost associated therewith including the making copies and reproductions.

7. The terms of this proposal/agreement are final and may not be modified except by a writing executed by the parties. Changes to the scope of work may be requested by THE



CLIENT in the programming, design or implementation of the project by written change order/request. Such change order/ requests shall not alter the terms of this proposal/agreement unless and until accepted by SC and THE CLIENT agrees that any such change orders/requests may result in additional costs.

8. THE CLIENT shall utilize its best efforts to assist SC in the performance of services hereunder agrees to make available to SC all necessary base information including programming information, proposed plans and drawings by other project consultants at no cost to SC. These include electronic copies of civil engineers' site plans, architectural elevations, plans and other information required by SC to complete its work.

9. SC is not responsible for delays caused by factors beyond reasonable control of SC, including but not limited to, delays because of accidents, acts of God, failure of any governmental or other regulatory authority to act, failure of THE CLIENT, owner or other third parties to furnish timely information or approve or disapprove of SC services or work product promptly, or delays caused by performance of THE CLIENT or third parties.

10. To the fullest extent permitted by law, the total SC liability to THE CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever rising out of or in any way related to the project from any cause or causes, including, but not limited to SC negligence, errors, omissions, breach of contract or breach of warranty, shall be limited to the total compensation paid by THE CLIENT to SC for the involved project. Notwithstanding any other provision herein, SC shall not be responsible for any incidental, indirect or consequential damages (including loss of profits) incurred by THE CLIENT or any third party and THE CLIENT agrees to hold SC harmless and indemnify SC against any and all such liabilities.

11. THE CLIENT agrees to indemnify and hold SC, its officers, directors, shareholders or agents, employees, consultants and subcontractors harmless from and against any and all liabilities, damages or expenses, including, without limitation, any and all legal costs and expenses, whatsoever in connection with any personal injury or property damage arising out of or in any way caused by the negligence, reckless or intentional acts or omissions by THE CLIENT, its officers, directors, shareholders or agents, employees, consultants and subcontractors.

12. SC agrees to indemnify and hold The Client, its officers, directors, shareholders or agents, employees, consultants and subcontractors harmless from and against any and all liabilities, damages or expenses, including, without limitation, any and all legal costs and expenses, whatsoever in connection with any personal injury or property damage arising out of or in any way caused by the negligence, reckless or intentional acts or omissions by SC, its officers, directors, shareholders or agents, employees, consultants and subcontractors.

13. SC and THE CLIENT agree to that the Court of Common Pleas, Chester County, shall be the exclusive venue with respect to any disputes arising hereunder, to the proposal or performance of services hereunder. THE CLIENT specifically consents to jurisdiction in the Chester County Court of Common Pleas. SC and THE CLIENT waive any and all objections to venue including any such objection based on forum non conveniens.

14. SC reserves the right to utilize all written and graphic materials prepared in connection with the project for the purpose of promotion and THE CLIENT hereby consents to such use.

15. Drawings and specifications prepared in connection with this project shall be considered the instruments of service of SC or its subcontractors. SC shall retain copies, including reproducible copies, for information and reference in connection with the work for a reasonable time. THE CLIENT will not reuse the documents for other project sites without the prior written consent of SC and its subcontractors.

16. THE CLIENT shall issue written approval of work as submitted by SC at various stages of the work as deemed necessary by SC. In the event that work, as approved by THE CLIENT requires subsequent re-work, these services by SC shall be compensated by THE CLIENT as extra services as agreed to by SC and THE CLIENT.

17. This agreement shall not create any rights or benefits to parties other than THE CLIENT and SC. No third party beneficiaries are contemplated herein.

18. All direct project costs and out-of-pocket expenses are to be billed by SC and paid by THE CLIENT at their actual and/or standard rate

19. This agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania.

To accept the terms and conditions as stated herein, please sign below where appropriate and return one copy of this agreement to SC.

**AGREED TO AND ACCEPTED BY:**

Malvern Borough

SIMONE COLLINS, INC

BY: 

BY: 