

City of Salem, Massachusetts



Request for Proposals

S-26

Placemaking and Landscape Design Services for New Waterfront Park

February 8, 2016

PROPOSALS DUE:

March 2, 2017, 2:00 PM

*Late proposals will be rejected

Whitney C. Haskell
Purchasing Agent
93 Washington Street, 2nd Floor
Salem, MA 01970
whaskell@salem.com
(978) 619-5695

REQUEST FOR PROPOSALS
S-26
PLACEMAKING AND LANDSCAPE DESIGN SERVICES FOR NEW
WATERFRONT PARK
COVER SHEET

Proposer: _____

Street Address: _____
(Number and Street) (City) (State) (Zip)

Taxpayer
Identification No: _____
(Social Security Number) (Federal Identification Number)

Contact Name: _____

Telephone: _____

Email Address: _____

Fax: _____

Authorized
Signature: _____

Name: _____

Title: _____

Date: _____

REQUEST FOR PROPOSALS
S-26
PLACEMAKING AND LANDSCAPE DESIGN SERVICES FOR NEW
WATERFRONT PARK
CHECKLIST

Submissions:

- Completed Cover Sheet
- Checklist
- Price Proposal Form
- Non-Price Proposal
- Acknowledgement of Addenda: _____ *(if applicable)*

REQUEST FOR PROPOSALS
S-26
PLACEMAKING AND LANDSCAPE DESIGN SERVICES FOR NEW
WATERFRONT PARK
PRICE PROPOSAL

The City seeks proposals that demonstrate maximum value, innovation, and effectiveness and total work performed within the funding available.

The undersigned hereby submits a price proposal to perform the services outlined in the Request for Proposals for the City of Salem RFP S-26 Placemaking and Landscape Design Services for a new Waterfront Park.

CONSULTANT NAME: _____

ADDRESS: _____

The CONSULTANT hereby pledges to deliver the complete scope of services required for the charges shown below. **Prices for all tasks are to include all expenses associated with completing the Tasks, including, but not limited to, travel, printing, supplies, paper, binding, etc.**

Provide a separate detailed expense report with a breakdown for all costs associated with each Task.

TASK 1: COMMUNITY ENGAGEMENT \$ _____

TASK 2: CONCEPT PLAN DEVELOPMENT \$ _____

TASK 3: PARK DESIGN AND PERMITTING \$ _____

TOTAL (TASKS 1-3) \$ _____

TASK 4: CONSTRUCTION OVERSIGHT \$ _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NAME (PRINTED)

DATE

REQUEST FOR PROPOSALS
S-26
PLACEMAKING AND LANDSCAPE DESIGN SERVICES FOR NEW
WATERFRONT PARK
CERTIFICATIONS

FORM A
NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Proposer)

(Date)

FORM B
TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Proposer)

(Federal Tax Identification or Social Security Number)

(Date)

FORM C
CERTIFICATE OF CORPORATE AUTHORITY *(if applicable):*

I, _____ certify that I am the _____ of the corporation named as Bidder in the Bid included herein, that _____, who signed said Bid on behalf of the Bidder was then _____ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Secretary-Clerk)

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Proposer)

(Date)

PART 1. GENERAL INFORMATION

1.1 PROCUREMENT DESCRIPTION

1.1.1 INTRODUCTION

Transformation of a vacant lot at 289 Derby St. into a gateway park, offers a rare opportunity for urban design professionals. The project's goals are to preserve open space along the waterfront and to create a vibrant community gathering place, adding to downtown Salem's vitality. Salem is a densely settled urban area with limited opportunities to view and access the deep harbor on which it is located. During numerous public planning processes held over the years – in connection with the City's Harbor Plan, the City-wide Master Plan and the Open Space Plan – the community has called for strengthening connections between the City's downtown and its waterfront and for preserving dwindling open space.

In recent years, the Derby St. area has seen new life due to increased public and private investment: an innovative craft brewery and beer garden, restaurants serving artisanal pizza, riverfront dining and a new Harbor walk are all contributing to the neighborhood's "buzz". Yet, for more than a dozen years, the parcel at 289 Derby has sat vacant and underutilized. Redevelopment of 289 Derby St. into an inventive and alive community space is an opportunity for Salem to build on the neighborhood's momentum, to leverage funding from the state and to successfully connect the downtown to its historic waterfront.

1.1.2 PROPOSED APPROACH

The City's inspiration for this new waterfront space draws on other active community spaces such as South Boston's Lawn on D. The vision is that of a dynamic open space transformed into a flexible event space. Creative programming will serve residents and visitors of all age groups and in all seasons. Sasaki Associates (designers of Lawn on D) created a conceptual plan (available in a PowerPoint presentation on the City's website) to demonstrate the possibilities: a sculptural pavilion evoking the City's maritime history, viewing areas for special events such as water fire or light shows, a floating dock for live music and theater performances and imaginative areas to accommodate food trucks or other outdoor dining options.

To achieve these goals, the City envisions a two-phased process spearheaded by a multi-disciplined team of qualified, experienced professionals. The selected team will utilize a variety of community engagement tools – stakeholder meetings, community workshops, and surveys – to engage the public in building a vision that will serve as the foundation for design of a vital, safe and unique urban space. Based on the concept plan that emerges, the team will develop design plans and specifications for construction.

1.1.3 TIMELINE

Construction funds are available July 1, 2017. The City's goal is to undertake the design process March through June 2017 and, following a public bid process, commence construction in September 2017.

1.1.4 CITY RESOURCES

Below is a list of relevant studies/reports located in the Salem Planning Department and are available for review on salem.com:

2015 City of Salem Open Space and Recreation Plan Update
2008 Salem Harbor Plan

1.2 APPROVAL

Any contract that may result from the procurement shall be subject to the approval of the Mayor of the City of Salem.

1.3 INCORPORATION BY REFERENCE

All requirements, specifications, terms and conditions described in this Request for Proposals (RFP) shall be incorporated by reference into any contract that may result.

1.5 TIME FOR AWARD

Any contract that may result from the procurement shall be awarded within forty five (45) days after the proposal due date. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the most advantageous proposer.

1.6 RIGHT TO CANCEL/REJECT

The City reserves the right to cancel this RFP or reject in whole or in part any and all proposals if the City determines that cancellation or rejection serves the best interests of the City.

1.7 TAXATION

Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the proposal pricing.

Copies of the City's tax exempt paperwork shall be available upon request of the selected contractor.

1.8 OBTAINING THE REQUEST FOR PROPOSALS

The RFP shall be available beginning, Wednesday, February 8, 2017.

The RFP and related documents shall be available for free download from the City's Purchasing Department website at www.salem.com/purchasing under "Open Procurements"

Hardcopies of the RFP and related documents may be obtained at the Office of the Purchasing Agent, 93 Washington Street, 2nd Floor, Salem, MA 01970, during regular office hours:

Monday-Wednesday:	8:00 AM – 4:00 PM
Thursday:	8:00 AM – 7:00 PM
Friday:	8:00 AM – 12:00 PM

PART 2. INSTRUCTIONS TO PROPOSERS

2.1 REQUIREMENTS AND SUBMISSIONS

Below please find a description of the requirements and submissions that must be included as part of a proposal.

2.1.1 PRICE PROPOSAL FORM

Every proposal must include a completed 'Price Proposal Form'. See attached. The price proposal shall be separately sealed and labeled as "Price Proposal".

2.1.2 NON-PRICE/TECHNICAL PROPOSAL

Each proposal must include a Non-Price/Technical, which shall be separately sealed and labeled as "Non-Price Proposal," containing:

NON-COLLUSION FORM

Every proposal must include a certification of good faith, certifying that the proposal was made in good faith and without collusion or fraud. See 'Non-Collusion Form' attached.

TAX COMPLIANCE FORM

Every proposal must include a written certification that the proposer has complied with all state laws relating to taxes, reporting of employees and contractors, and child support. See 'Tax Compliance Form' attached.

CORPORATE BIDDER FORM

If the proposal is being submitted by a corporation the proposal must include a certification that the individual submitting the bid has been authorized to bind the corporation. See 'Certificate of Corporate Authority' attached.

PLAN OF SERVICES

- **Cover Letter:** A letter signed by an officer of the firm and addressed to the City Purchasing Agent, binding the firm to all comments made in the proposal is required. Include a primary contact person for the proposal.
- **Qualifications and Experience:**
 - Name(s), address(es), phone number(s), contact person(s) of all firms involved on the project.
 - History, size and structure of firm(s).
 - Name(s) of principals of firm(s).
 - Identification of Principal in Charge and Project Manager.
 - Experience with similar projects, including park design and construction (i.e. working in densely developed neighborhoods and restoring existing parks).

- Resumes of all personnel assigned to the project.
- Listing of any actions taken by any regulatory agency or litigation involving the firm or its employees or agents with respect to any work performed.
- Any applicable insurance, permits, and licensing/authorization of proposal documents.
- At least three (3) references from past similar projects with contact information.
- **Approach and Methodology:**
Please provide a detailed description of your approach to the scope of work. The City is seeking a creative, proven approach to carrying out a community-led, “place-based” planning process that draws out new ideas and achieves general consensus. It also seeks a consultant with the ability to design and oversee construction of a site design that: encourages a variety of activities and uses throughout the year; integrates with nearby commercial activity; expands public access to the South River; provides striking amenities to attract all age groups and; improves pedestrian routes and connections to adjacent areas.
Other key issues to address include innovative ideas for maximizing the value and amount of work that be accomplished within the budget and the team’s availability and ability to meet the desired timeline.
- **Understanding of Scope of Services:**
The proposal must describe the consultant’s understanding of the scope of work and the key issues associated with performing the required consulting services, and identify unusual conditions or problems that may be encountered.
- **Timeline:**
The timeline must include the proposed schedule, identification of milestones, and the number of man-hours required for each task. It must also include any additional information to demonstrate the consultant’s ability to complete the project on time.
- **City Resources:**
A list of the resources or other assistance, which the consultant expects are required from the City in order to complete each task in the scope of services during the planned time period.
- **Subcontracting:**
If subcontracting is planned, submit the firm(s) name(s), location(s), contact person(s), phone number(s), names of responsible operating officers, and evidence of any required insurance, permits and licensing/authorization of proposal documents.

2.2 PROPOSAL DELIVERY

Below please find a description of the manner in which sealed proposals must be submitted. Price and Non-Price proposals must be separately sealed and labeled.

2.2.1 DUE DATE AND TIME

Proposals shall be received by the Office of the Purchasing Agent on or before **March 2, 2017, 2:00 PM.**

Any proposal received after that time shall be rejected as non-responsive.

2.2.2 ADDRESS

Sealed proposals shall be delivered to the Office of the Purchasing Agent, 93 Washington Street, 2nd Floor, Salem, MA 01970.

Facsimile and email submissions will not be accepted.

2.2.3 HOURS OF OPERATION

Proposals must be delivered during the normal hours of operation of the City of Salem:

Monday-Wednesday:	8:00 AM-4:00 PM
Thursday:	8:00 AM-7:00 PM
Friday:	8:00 AM-12:00 PM

2.2.4 COPIES

Proposers must submit one (1) original and three (3) copies of the proposal.

2.2.5 LABELING

Price and Non-Price proposals must be separately sealed and labeled. Each proposal shall be labeled with (1) the proposal number and title, (2) the proposal due date, (3) the name of the proposer and (4) price or non-price proposal.

2.3 SIGNATURES

A proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.4.1 QUESTIONS

Questions concerning this RFP must be submitted in writing to: Whitney Haskell at whaskell@salem.com at least five (5) days prior to the bid opening date. Written responses will be mailed to all bidders on record as having picked up the RFP.

2.4.2 CHANGES

If any changes are made to this RFP, addenda will be issued. Addenda will be posted in the Office of the Purchasing Agent, on the website and e-mailed to all proposers on record as having picked up the RFP.

2.4.3 MODIFICATIONS AND WITHDRAWALS

A proposer may correct, modify, or withdraw a proposals by written notice received by the City of Salem prior to the time and date set the proposal due date.

Modifications must be submitted in a sealed envelope clearly labeled "Modification No.____" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the RFP.

After the proposal due date, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them.

2.5 UNFORESEEN OFFICE CLOSURES

If, at the time of the scheduled due date, 93 Washington Street, 2nd Floor, Salem, MA 01970, is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the due date will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time.

PART 3. SCOPE OF SERVICES

The City seeks the services of a professional team to perform the following:

Task 1: Community/ Stakeholder Engagement

The project team will assist the City in undertaking a robust public process intended to gain input from potential park users, neighborhood groups and nearby businesses. The consultant should describe in detail the process they will utilize to gain public input. Preliminary steps may include a review of all relevant background information and visits to the site and surrounding neighborhood. Interviews with key stakeholders, community workshops designed to obtain broad community input and other methods for engaging the community in building a vision are of interest to the City.

Task 2: Concept Plan Development

The project team will develop a concept plan founded on recommendations gained through the public process. The concept plan will address ways that varied uses and activities can be accommodated at the site throughout the seasons. It should address how to integrate the new site with the harbor walk and surrounding green spaces, in particular Peabody St. Park and with surrounding commercial activity – particularly the new uses proposed at the redeveloped building located at 285 Derby St. The plan should include ways to improve sidewalks and pedestrian routes as well as recommendations for amenities such as seating, lighting and public art. Training by the consultant to help develop local capacity to sustain recommended improvements is of interest to the City.

Task 3: Park Design and Permitting

The project team will develop a site design and landscape plan for construction of an inviting public space that will facilitate flexible, seasonable programming for all ages as outlined in the Concept Plan. The design should be informed by practical considerations regarding operational and maintenance needs so that the site functions in a sustainable way. The team will prepare construction plans and specifications and will assist the City in obtaining all necessary state, local and federal permits.

Task 4: Construction Oversight

This task is not included in the design fee. Funding is provided through a separate funding source as part of the construction budget.

The project team will prepare a park construction bid package in conformance with all City requirements and will assist in carrying out the public bid process, identifying qualified contractors and reviewing construction bids. The consultant will be expected to oversee construction of the new Waterfront Park. The City's goal is to begin construction in Fall of 2017 and complete the project over a 4-5 month period.

Project Construction Budget

The City has acquired \$750,000 for construction funding from the Commonwealth of MA Gateways Program administered by the MA Department of Energy and Environmental Affairs.

PART 4. EVALUATION AND SELECTION

4.1 MINIMUM EVALUATION CRITERIA

In order to be reviewed, the proposal must be substantially complete containing the signed cover sheet and all necessary forms at a minimum. The required forms include the Certificate of Non-Collusion and Taxation Attestation Clause (Attachment C) and the Fee Proposal Form (Attachment B).

4.2 COMPARATIVE EVALUATION CRITERIA

The proposal will be reviewed by the City of Salem and evaluated based upon the following criteria:

1. Approach and Scope of Services

Highly Advantageous

The proposal includes a reasonable, detailed, innovative, and efficient approach to address all of the required issues within the time period and provides a strong understanding of the Scope of Services.

Advantageous

The proposal includes a credible approach to address all of the required issues.

Non-Advantageous

The proposal is not sufficiently detailed to fully evaluate, or does not contain components necessary, to address all the required issues.

2. Relevant Experience

Highly Advantageous

Project manager and project team have significant expertise and experience with comparable projects, including those which have used a “placemaking” approach, and have a proven track record for completing projects on time and within budget.

Advantageous

Project manager and project team have some experience with comparable projects and have a proven track record for completing projects on time and within budget.

Non-Advantageous

Project manager and project team have limited experience with comparable projects.

3. Community involvement experience

Highly Advantageous

The proposal clearly demonstrates that the consultant has significant expertise and experience utilizing a variety of community engagement tools and successfully involving residents in comparable urban park design enhancement projects.

Advantageous

The consultant has some experience with community engagement in design development.

Non-Advantageous

Community engagement experience is very limited.

4. Design Development and Construction Experience

Highly Advantageous

The proposal clearly demonstrates that the consultant has expertise and experience in urban landscape design and construction including creation of plans and specifications, oversight of a public bid process and construction oversight of comparable projects.

Advantageous

The consultant has some expertise and experience in urban landscape design and construction of comparable projects.

Non-Advantageous

Experience in urban landscape design and construction oversight is very limited.

5. Ability to Meet the City's Schedule

Highly Advantageous

The proposal clearly demonstrates the ability to meet the City's proposed timeline as outlined in this RFP and the ability to be responsive to City program management needs, including meeting with City officials when necessary.

Advantageous

The proposal clearly demonstrates ability to meet deadlines.

Non-Advantageous

The proposal does not clearly evidence ability to meet deadlines.

6. Consultants' References

Highly Advantageous

References are of uniformly high quality.

Advantageous

References are generally good but with certain qualifications.

Non-Advantageous

References have raised serious questions regarding performance.

4.3 EVALUATION OF PROPOSALS

PART 5. TERMS AND CONDITIONS

5.1 TERM OF CONTRACT

Construction funds are available July 1, 2017. The City's goal is to undertake the design process March through June 2017 and, following a public bid process, commence construction in September 2017.

5.2 ASSIGNMENT AND SUBCONTRACTING

The selected contractor(s) shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

5.3 OWNERSHIP OF INFORMATION

- A. All information acquired by the Proposer from the municipality or from others at the expense of the municipality in the performance of the agreement shall be and remain the property of the municipality. All records, data files, computer records, work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the Proposer for delivery to the municipality shall be and remain the property of the municipality.
- B. The Proposer agrees that he will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the City. The Proposer further agrees to return said information in whatever form it is maintained by the Proposer.

5.4 EXAMINATION

By submitting a proposal, the Proposer warrants that he has examined the site of the work and has fully acquainted himself with all conditions and restrictions pertaining to the work and the execution thereof. No claim for any extra or extension of time will be allowed for failure to observe this requirement.

5.5 CONFLICT OF INTEREST

The applicant agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 286A of the General Laws concerning conflict of interest. The proposer covenants that it presently has no interest and shall not require any interest, direct or indirect, which would conflict in any manner or degree with the performance under the agreement.

No employee of the City of Salem and no public official who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is

directly or indirectly interested or have any financial interest, direct or indirect in this agreement or the proceeds thereof.

5.6 FINAL APPROVAL AND PAYMENT

A. Final products outlined in the Scope of Work of this Request for Proposals and the written Agreement must be approved by the City of Salem. If, for any reason, the final products do not conform with the terms and conditions of the Agreement or with the appropriate Federal, State, and municipal laws, ordinances, rules and/or regulations, the City of Salem reserves the right to withhold payment until all conditions are met. Neither the City review, approval or acceptance of, nor payment for, any of the services furnished shall be construed to operate as a waiver of any rights under the contract or any cause of action arising out of the performance of the contract.

B. Payment shall be made upon receipt of a detailed invoice. Invoicing may be submitted at the completion of each phase based on a not to exceed amount to be established by the Salem Department of Planning & Community Development. Such invoicing shall include a description of services provided and proper reference to the Scope of Services. The City shall make payments within 30-days of receipt of invoice. Invoices shall be submitted to:

Kathleen Winn
Dept of Planning & Community Development
Salem City Hall Annex
120 Washington Street
Salem, Massachusetts 01970

5.7 REVISION OF AGREEMENT

There shall be no change in project work, budget or timetable without the prior written approval of the Salem Department of Planning and Community Development (DPCD). Changes in the Work Program to be performed by the Proposer under the Agreement, including any increases or decreases in the compensation to the Proposer or the time limitation for completion, which are mutually agreed upon by and between the City and the Proposer, shall be incorporated into the Agreement in the form of written amendments. Any and all amendments, alterations and changes in the Agreement will only be binding on the parties if executed in writing as set forth herein. No part of the contract shall be altered in any way without prior written consent of the City of Salem Purchasing Agent.

5.8 FAIR PRACTICES

The Proposer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, veteran status or national origin. The Proposer shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, handicap, veteran status, familial status, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of

compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notice setting for the provisions of this non-discrimination clause. The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, age, handicap, veteran status or national origin. The Proposer agrees to comply with the "Governor's Code of Fair Practices" of January 12, 1966, Chapter 151B of the Massachusetts General Laws, as amended and Executive Orders which prohibit discrimination because of race, color, religion, national origin, age, sex, veteran status or handicap.

5.9 COPYRIGHT

Except as otherwise provided in the Agreement, the City of Salem may copyright any book, publication or the material developed in the course of this project subject to a royalty-free, non-exclusive and irrevocable license to the Federal Government to reproduce, publish, or otherwise use such copyrighted material and to authorize others to use the material for Government purposes.

5.10 INSURANCE REQUIRMENTS

General- The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance - The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of

bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

The Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

5.11 INDEMNIFICATION

Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.

5.12 FEDERAL AND STATE LAW

The selected contractor shall comply with all applicable Federal, State and Local laws and ordinances.

5.13 SAMPLE CONTRACT

See 'Sample Contract' attached.

SAMPLE CONTRACT

**CITY OF SALEM
XXXXXXXX
COMMUNITY DEVELOPMENT & PLANNING DEPT.
CONTRACT # S-XX**

This Contract made this XXX day of XXXXXX XXXX, by and between the City of Salem, a municipal corporation located within the Commonwealth of Massachusetts, 93 Washington Street, Salem, MA 01970 (hereinafter, the “City”), and XXXXXX a corporation with a business address at XXXXXXXX (hereinafter, the “Vendor”).

Article 1
Scope of Services

The Vendor shall furnish XXXXX in accordance with terms and conditions of the application package which is incorporated herein in full. Contract documents shall include said application package, equipment form, and Insurance Certificates, all of which are incorporated by reference.

Article II
Term of Contract

This contract shall become effective XXXX and terminate XXXXX

Article III
Compensation

Compensation products furnished pursuant to the Contract shall be paid in compliance with the rates listed in Attachment A.

Article IV
Affirmative Action

The parties hereto agree that it shall be a material breach of the contract for the Vendor to engage in any practice which shall violate any provision of the Massachusetts General Laws, Chapter 151B, relative to discrimination or privileges of employment because of race, color, religion, sex, national origin, ancestry, age, sexual orientation or disability.

Article V
Compliance with Laws

The Vendor shall comply with all Federal, State, and local laws, rules, regulation and orders applicable to the work provided pursuant to this Contract, and shall be responsible for obtaining all necessary licenses, permits and approvals.

Article VI
Incorporation of G.L.

This Contract shall be considered to include all terms required to be included by the General Laws of the Commonwealth of Massachusetts, as amended, and any other laws as through such terms were set forth in full herein, to the extent that the same are applicable to this Contract and the Vendor.

Article VII
Independent Contractor

The Vendor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Contract, and shall not be considered an employee or agent of the City for any purpose.

Article VIII
City's Liability

The City's liability under this Contract shall be to make all payments when they shall become due, and the City shall be under no further obligation or other liability. Nothing in this Contract shall be construed to render the Mayor, City Council or other officer in the City, or their successors in office, personally liable for any obligation under this Contract.

Article IX
Indemnification

The Vendor shall indemnify and hold harmless the City, its officers, boards, agents and employees, commissions, and committees from any loss, damage, cost, charge, expense or claim for injury to person or property, which may be made as a result of any negligent act, omission or default on the part of the Vendor, or any of its agents or employees, and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the City may retain out of any payments, then or thereafter due to the Vendor, a sufficient amount to protect the City against such claims, costs and expenses.

Article X
Insurance

A. The Vendor shall obtain and maintain during the term of this Contract the insurance coverage required in the Invitation for Bids

B. All policies shall identify the City as an additional insured (except Workers' Compensation) and shall provide that the City shall receive written notification at least 30 days prior to the effective date of any amendments or cancellation. Certificates evidencing all such coverage shall be provided to the City upon execution of this Contract. Each such certificate shall specifically refer to the Contract and shall state that such insurance is required by the Contract. Failure to provide or to continue in force such insurance shall be deemed a material breach of the Contract and shall be grounds for termination.

Article XI
Assignment

The Vendor shall not assign, sublet, or otherwise transfer this Contract, in whole or in part, without the prior written consent of the City and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the City.

Article XII
Inspection and Reports

The City shall have the right, at any time, to inspect the work of the Vendor, including the right enter upon property owned or occupied by the Vendor, whether situation within or beyond the limits of the City. Whenever requested, the Vendor shall immediately furnish to the City full and complete written report of his operation under this Contract in such detail and with such information as the City may request.

Article XIII
Termination for Cause

If, at any time during the term of this Contract, the City determined that the Vendor has breached the terms of this Contract by negligently or incompletely performing the work, or any part thereof, or by failing to perform the same, to the satisfaction of the City, or by not complying with the direction of the City or its agents, or by otherwise failing to perform this Contract in accordance with all of its terms and provision, the City shall notify the Vendor in writing stating therein the nature of the alleged breach and directing the Vendor to cure such breach within 10 days. The Vendor specifically agrees that it shall indemnify and hold harmless the City as provided in Article IX, from any loss, damage, cost, change, expense or claim arising out of resulting from such breach, regardless of its knowledge or authorization of the actions resulting in the breach. If the Vendor fails to cure said breach within 10 days, the City may, at its election at any time after the expiration of said 10 days, terminate the Contract by giving written notice thereof to the Vendor specifying the effective date of termination. Upon the date so specified, this Contract shall terminate. Such termination shall not prejudice or waive any rights or action which the City may have against the Vendor up to the date of such termination and the Vendor shall be liable to the City for any amount which it may be required to pay in excess of the Contract sum provided herein in order to complete the work specified herein in a timely manner.

XIV
Notice

Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party.

Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

Article XV
Severability

If any term of condition of the Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both of the parties would be substantially or materially prejudiced.

Article XVI
Governing Law

The Contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Vendor submits to the jurisdiction of any of the appropriate courts for the adjudication of disputes arising out this Contract.

Article XVII
Entire Agreement

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by written document executed by the parties hereto.

XXXXXXXX
By:

CITY OF SALEM:
By:

Authorized Signature

Kimberley Driscoll,
Mayor

Authorized Officer (print name)

Sarah Stanton,
Finance Director

Title

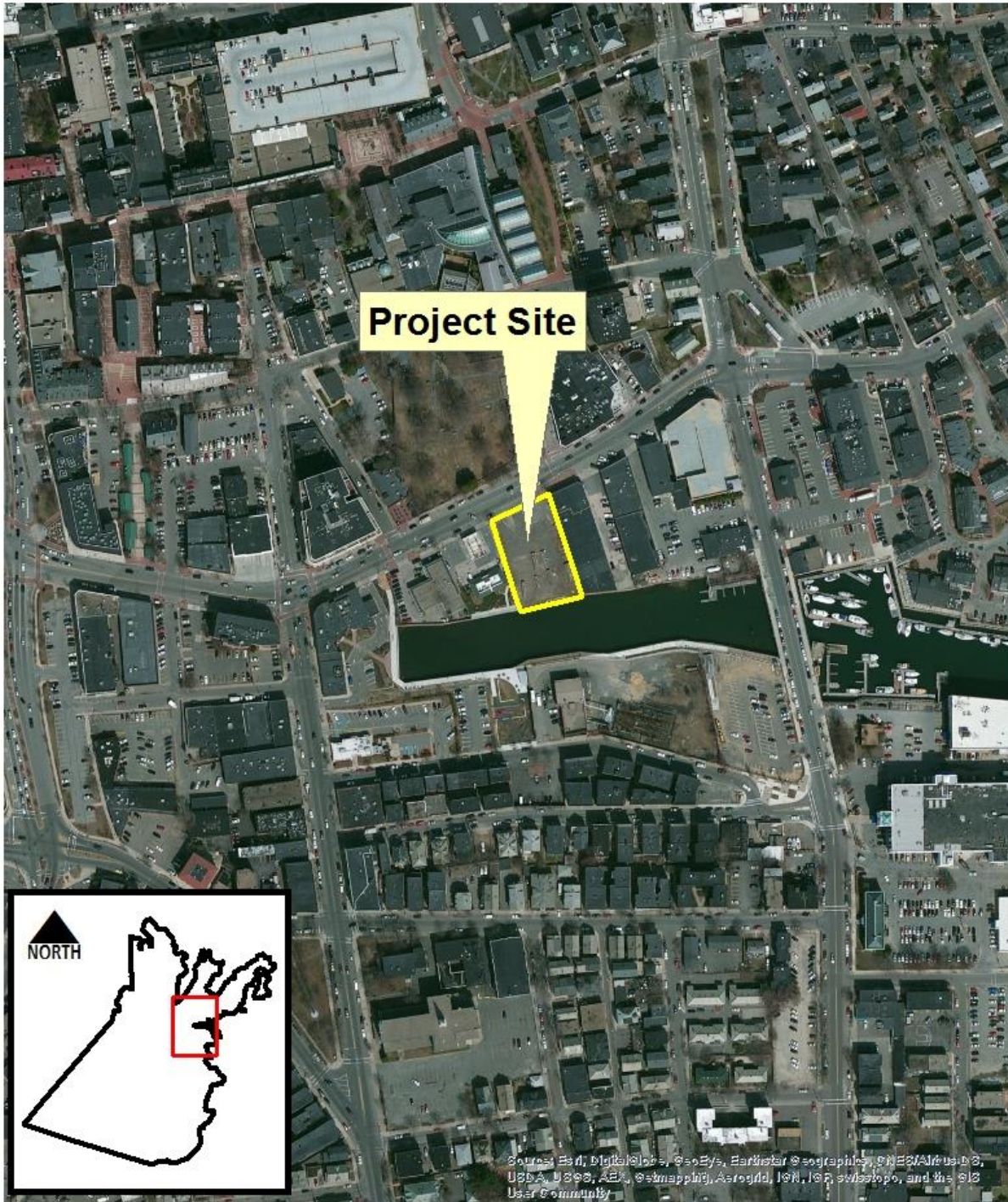
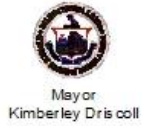
Tom Daniel
Director of Planning and Community
Development

Whitney Haskell,
Purchasing Agent

Approved as to form: _____
Elizabeth Rennard, Esq.,

ATTACHMENT A-SITE LOCATION MAP

289 Derby Street
Salem, MA



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community