



# REQUEST FOR PROPOSALS CITY OF SALEM, MASSACHUSETTS

**RFP #J-29**

**South River Sediment Characterization  
and Survey**

**February 12, 2008**



**RFP # J-29**  
**Purchasing Department**  
**City of Salem, Massachusetts**  
**February 12, 2008**

The City of Salem reserves the right to reject any or all Proposals, to omit any item or items called for, or to accept the Proposal deemed in the best interest of the City. This Proposal request is to be returned to the Purchasing Department, Salem City Hall Annex, 120 Washington Street, Salem, Massachusetts 01970 on or before **10:00am Wednesday, March 5, 2008** signed and sealed by the party making the offer. Send all communications to:

Albert C. Hill, Jr.  
Purchasing Department  
Salem City Hall Annex  
120 Washington Street  
Salem, Massachusetts 01970



**South River Sediment Characterization and Survey**

The Proposer acknowledges receipt of the following **ADDENDA #** \_\_\_\_\_

**BUSINESS NAME** \_\_\_\_\_

**BUSINESS ADDRESS** \_\_\_\_\_

**CITY, STATE & ZIP CODE** \_\_\_\_\_

**TELEPHONE & FAX NUMBER** \_\_\_\_\_

**AUTHORIZED OFFICER SIGNATURE** \_\_\_\_\_

**AUTHORIZED OFFICER NAME (print)** \_\_\_\_\_

**DATE** \_\_\_\_\_

The envelope containing the Proposal and required information must be sealed and marked with Proposer's name, title of proposal, RFP number, and date of opening. The Proposer must sign all required signature pages in order for the proposal to be considered. The City of Salem reserves the right to reject any and all proposals, or to waive any informalities in the proposal process, if deemed in the City's best interest.

**LEGAL NOTICE  
CITY OF SALEM  
RFP #J-29**

Sealed Proposals must be received at the Purchasing Department, Salem City Hall Annex, 120 Washington Street, Salem, Massachusetts 01970, **on or before 10:00am, Wednesday, March 5, 2008** at which time and place they will be opened:



**South River Sediment Characterization and Survey**

The RFP award is made by the Purchasing Agent and is subject to Mayoral approval. The City of Salem reserves the right to reject any and all proposals or to waive any informalities in the Proposal process, if deemed in the City's best interest.

The RFP Documents containing scope of services, requirements, and conditions will be/are available upon request **Monday, February 12, 2008** at the Purchasing Department, Salem City Hall Annex, 120 Washington Street, Salem, Massachusetts 01970.

Office hours: *Monday - Wednesday 8:00am - 4:00pm*  
*Thursday 8:00am - 7:00pm*  
*Friday 8:00am - 12:00pm (noon)*

Albert C. Hill, Jr.,  
Purchasing Agent

Friday, February 8, 2008  
Monday, February 11, 2008



## SOUTH RIVER SEDIMENT CHARACTERIZATION AND SURVEY REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

### I. Introduction

Once a mighty watercourse navigated by trading ships in search of Salem's town market on Front Street, much of the South River has, over the years, been filled in from bank to bank. Most of it now flows via culvert, under present day Riley Plaza toward the Mill Pond. Today, the South River is split by the Congress Street Bridge, which is a fixed bridge that limits the size of vessels that can navigate under it. The portion of the South River west of the Congress Street Bridge toward the steel bulkhead wall and culvert is referred to as the South River Basin. The portion of the South River east of the Congress Street Bridge is simply referred to as the South River. East of the Congress Street Bridge one can find Pickering Wharf (a mixed use residential/commercial/retail area and active commercial/recreational boat marina), and Central Wharf and Derby Wharf (historic wharfs both owned by the U.S National Parks Service, which among other things berths *The Friendship*, a reconstruction of a 171-foot three-masted Salem East Indiaman Merchant ship built in 1797).

The City's municipal harbor plan indicates that the South River area is key to improving water access to the downtown. As such, the City of Salem has identified the South River Basin, or the area west of the Congress Street Bridge, and its approaches, as a critical infrastructure improvement requiring immediate attention. Recent bathymetric data collected as part of the Salem Harbor Plan Update shows that the South River Basin has shallowed through the years from sediment influx, to the point where much of the basin is unusable. In addition, the approach channels to the basin are, in many places, several feet shallower than the authorized and/or usable depths. In order to expedite the return of the South River Basin and channels to full productive use, the City is advancing the South River Dredge Project as a "Quick-Start", in order to jump start the process of harbor maintenance dredging within the overall port.

The City is proposing that the South River Basin itself would be dredged to depths of 6 feet (refer to Attachment C for the proposed dredge depth in the rest of the South River) to accommodate shallow to medium draft commercial and recreational boats. Docks and floats will eventually be installed for marinas, transient docks, and dinghy/small boat docks with direct pedestrian access to Congress Street will be put in place via the future South River Harborwalk, bringing users of the watershed directly into the heart of downtown Salem and vice versa, something that has not existed in Salem for decades.

The intent of the project will also be to evaluate dredging in the South River channels leading up to and into the South River Basin to remove several feet of silted in material and return those channels and the Basin to their authorized and usable depths. This will invigorate a critical portion of the inner harbor and greatly assist in activating the dormant South River Basin Watersheet. To assist us in carrying out this project the City is seeking a qualified Environmental/Geotechnical Engineering firm to evaluate dredging in the South River and South River Basin. The work scope includes but is not limited to surveys to determine dredge volumes, sampling and analysis to determine sediment contaminant profiles, discussions with regulators concerning disposal options and alternatives, and calculation of disposal costs.

## **II. Contract Terms and Conditions**

### **Funding Source**

The City of Salem has secured funding from the Governor's Seaport Advisory Council for this project in the amount of \$155,000.

### **Proposal Preparation**

The prospective consultant is to follow the instructions and requirements of the proposal submission requirements in preparing and submitting their response to the RFP.

### **Cost Liability**

The City of Salem assumes no responsibility and no liability for costs incurred relevant to the RFP by prospective consultants prior to issuance of a contract.

### **Revisions to the Request for Proposal**

In the event it becomes necessary to revise any part of the RFP, revisions will be provided to all proposers of record. The City of Salem shall bear no responsibility or liability due to copies of revisions lost in mailing or not delivered to a prospective consultant due to unforeseen circumstances.

### **Selection of Proposals**

The City of Salem shall award a professional consulting contract to the responsible prospective consultant whose proposal conforms to the RFP, is the most advantageous to the City of Salem, and meets the requirements as described in the proposal submission requirements.

The selected consultant will be required to sign a contract with the City of Salem in which he/she accepts responsibility for the performance of services as stated in the submitted proposal and be prepared to commence work immediately upon execution of the signed contract and receipt of a Notice to Proceed.

### **Acceptance of Proposal Content**

The contents of the proposal of the successful consultant, in its entirety, shall form the base of any contract that is awarded.

### **Successful Consultant Responsibilities**

The successful consultant will be required to assume sole responsibility for the complete project as required by this RFP. The City of Salem will consider the successful consultant to be the sole point of contact with regard to contractual matters, whether or not subcontractors are used by the successful consultant for one or more parts of this project.

### **Subcontracting**

Subcontracting will be allowed for tasks required by this RFP. Any intent to subcontract on the part of the prospective consultant must be specifically described in the proposal. The lack of identification of the subcontracted tasks in the proposed could disqualify the prospective consultant from further consideration. The City of Salem reserves the right to approve the use of all subcontractors.

## **Assignment**

The successful consultant is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without prior written consent and approval by the City of Salem.

## **Ownership of Material**

All rights, titles to and ownership of all data, material, and documentation resulting from this project and/or prepared for the City pursuant to this contract shall remain exclusively with the City. The prospective consultant shall be paid for all services as specified in the contract.

## **Access to Records**

In addition to terms stated elsewhere in the RFP, the City of Salem or any of its duly authorized representatives shall have access, upon demand, to any books, documents, papers, and records of the successful Consultant which are directly pertinent to this contract, for the purposes of making an audit examinations, excerpts, and transcriptions. The successful Consultant shall insert identical rights of access for these parties into any subcontractor agreements the successful Consultant enters into under this contract. The City of Salem shall reserve this right for the term of the contract and for three (3) years from the date of final payment.

## **III. Scope of Services**

Per the Wetlands Protection Act (WPA 310 CMR 10.02(2)1g) all of the activities listed in the scope of services are considered minor activities and are not subject to regulation under M.G.L. c. 131, Section 40 and will not require filing with the Massachusetts Department of Environmental Protection (DEP) and the Salem Conservation Commission. Although these activities are exempt from the WPA, the City expects that the selected firm use whatever means possible to protect the South River Resource Area, such as equipping all vessels used in the operations with spill kits and absorbent pads and notifying the City DPCD via written letter or e-mail describing activities and timeline at least 48 hrs prior to any activity.

### **1. Dredge Study**

- a. Bathymetric Survey(s).* A planning level bathymetric survey was completed as part of the 2008 Salem Harbor Plan update process (refer to Attachment C). This task includes design level survey(s) prepared in accordance with the U.S. Army Corps of Engineers (USACE) guidelines for dredge projects.
- b. Sediment Characterization, Sampling, and Analysis.*
- c. Disposal Options Evaluation Analysis and Cost Estimate.* This task includes the coordination and consultation with all applicable State and Federal regulators.

### **2. Concept Design and Recommendations**

The Consultant will prepare dredge design drawings in accordance with USACE guidelines for dredge projects for future submittal to the Corps.

### **3. Initial Permitting (MEPA Process)**

The Consultant will prepare and submit an Environmental Notification Form (ENF) application in accordance with the Massachusetts Environmental Policy Act (MEPA) to the MEPA Office.

The hired consulting firm will attend all MEPA scoping sessions and respond to all questions/ comments received on the proposed project.

#### **IV. Submittal Requirements**

**One Original and Five (5) copies each of the Priced and Non-Priced proposal must be submitted to the Purchasing Agent.** The Priced and Non-Priced Proposals must be submitted in separate sealed envelopes. The proposer's name, title of the proposal, RFP number, and date of opening must appear on the outside front cover of each envelope.

#### **NON-PRICE PROPOSAL**

The information submitted **must** include, but should not necessarily be limited to, the following items:

##### **1. Cover Letter**

A letter signed by an officer of the firm, binding the firm to all comments made in the proposal is required. Include a primary contact person for the proposal.

##### **2. Qualifications and Experience**

Please provide:

- a. Names and addresses of all firms involved on the project.
- b. History, size and structure of firm(s)
- c. Names(s) of principals of firm(s)
- d. Identification of Principal in Charge and Project Manager.
- e. Experience with similar projects
- f. Contact information for references from similar projects
- g. Resumes of all personnel assigned to the project
- h. 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
- i. Any applicable insurance

##### **3. Approach to Project**

A detailed description of the approach to the Scope of Services is required.

##### **4. Scope of Services**

Describe the tasks required in detail.

##### **5. Timeline**

The timeline must include a detailed description of the tasks to be performed by the consultant, the number of man-hours and other resources required to complete each task, and the expected time to complete each step. Include time schedules as related to the tasks and milestones, personnel assignments, and other information as necessary to demonstrate the consultants' ability to complete the project on time.

## 6. City Resources

A list of the resources, personnel data, 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.

## 7. 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.

## PRICE PROPOSAL

### 1. Cost Breakdown

- a. Provide a complete Fee Proposal Form, Attachment B.
- b. Provide an estimate of manpower hours necessary to complete work. Include a budget for direct expenses.
- c. Provide a total not-to-exceed fixed fee.

## V. Selection Criteria

### Minimum Evaluation Criteria

In order to be reviewed, the proposal must be substantially complete containing the signed cover sheet and containing all necessary forms at a minimum. The required signed forms include: the RFP Cover Sheet (page 2), a Certificate of Non-Collusion and Taxation Attestation Clause (Attachment A, page 15) and a Fee Proposal Form (Attachment B, page 16).

### Comparative Evaluation Criteria

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

#### 1. Plan of Services

##### Highly Advantageous

The proposal includes a reasonable detailed, innovative, and highly 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. General Qualifications of Firm

##### Highly Advantageous

Candidate has extensive experience with contaminated dredge sediment and disposal options such as Confined Aquatic Disposal (CAD) Cells, Shoreline Confined Disposal Facilities (CDF), beneficial reuse of contaminated sediment, and ocean disposal options. Candidate has

successfully completed similar dredge studies for other municipalities and has a proven track record for completing projects on time, within budget, and on schedule.

Advantageous

Candidate has some experience with contaminated dredge sediment and disposal options such as Confined Aquatic Disposal (CAD) Cells, Shoreline Confined Disposal Facilities (CDF), beneficial reuse of contaminated sediment, and ocean disposal options.

Non-Advantageous

Candidate has no experience with contaminated dredge sediment and disposal options such as Confined Aquatic Disposal (CAD) Cells, Shoreline Confined Disposal Facilities (CDF), beneficial reuse of contaminated sediment, and ocean disposal options.

**3. Personnel and Resources to be utilized**

Rating will be based on evidence that adequate qualified personnel are assigned to all phases of the project.

Highly Advantageous

Individuals from the proposed project team have been substantially responsible in dredge sampling, testing, surveying, or disposal analysis such as Confined Aquatic Disposal (CAD) Cells, Shoreline Confined Disposal Facilities (CDF), beneficial reuse of contaminated sediment, and ocean disposal options.

Advantageous

At least one individual from the proposed project staff has contributed to or has experience in dredge sampling, testing, surveying, or disposal analysis such as Confined Aquatic Disposal (CAD) Cells, Shoreline Confined Disposal Facilities (CDF), beneficial reuse of contaminated sediment, and ocean disposal options.

Non-Advantageous

None of the project staff has substantially contributed in preliminary dredge sampling, testing, surveying, or disposal analysis.



## RFP #J-29 GENERAL CONDITIONS AND REQUIREMENTS

### **Proposal Rules**

This proposal is solicited to the General Public and a Consultant Agreement will be awarded pursuant to the rules set forth in Chapter 30B of the Massachusetts General Laws and may be subject to approval by the Salem City Council and/or Mayor of Salem, Massachusetts.

### **Reviewing Period**

All proposals meeting proposal requirements and conditions may be held by the City of Salem for a period not to exceed thirty (30) days from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of proposers, prior to the awarding of the contract, if at all.

### **Basis of Proposal Award**

The Agreement shall be awarded to the most qualified and responsive proposer submitting the proposal considered most advantageous, taking into consideration the proposal's merits regarding the terms of the contract and the proposed service.

### **Evaluation of Proposal**

The City of Salem Department of Planning and Community Development has been appointed by the Purchasing Agent to evaluate merits of the submitted proposals. Using the rating system prescribed in Chapter 30B of the Massachusetts General Laws (the Uniform Procurement Act), the committee shall assign a rating system to each criterion. The committee shall also assign a composite rating to each proposal. The documented results shall then be submitted to the City's Purchasing Agent who will make the award based on the evaluation.

### **Compliance with Applicable Laws**

The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The proposal must comply with all Federal, State, and municipal laws, ordinances, rules and/or regulations.

### **Questions and Interpretations**

Any substantive questions regarding the proposal documents shall be referred to the Purchasing Agent in writing at least five (5) working days prior to the date and time for receipt of proposals. All answers and interpretations and any changes to the documents will be issued in the form of addenda to all proposers of record.

### **Ability and Experience**

The Awarding Authority will not award a contract to any proposer who cannot furnish satisfactory evidence of his ability and experience pertaining to the scope of work outlined in Section III.

The Awarding Authority may make such investigations as it deems necessary to determine the above and a proposer shall furnish information requested in this regard and shall furnish it under oath if required.

### **Assignment of Contract**

The Proposer shall not subcontract consultants, sublet, assign or in any way transfer any interest in this agreement without the prior written consent of the City.

### **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, photograph negatives, 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.

### **Certification of Non-Collusion and Tax Attestation Form**

All proposers must sign the Attachment A, which incorporates both an attestation clause regarding Massachusetts State tax returns and a certificate of non-collusion. This signed form must be submitted with the **non-priced** proposal package. Failure to sign and submit the form is cause for that proposal to be rejected.

### **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.

### **Corrections**

Erasures or other changes in the proposal must be explained or noted over the signature of the proposer.

### **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.

### **Prospective Provider's Qualifications**

The prospective provider replying to the RFP shall be or represent a firm, company or corporation possessing experience and expertise in Environmental/Geotechnical Engineering and the professional standards thereof, with extensive experience in contaminated sediment and dredge

disposal options to undertake and successfully complete the Scope of Services as outlined in this RFP.

### **Signature**

All proposals shall be complete, factual, and signed by an authorized officer of the proposer's company on all the appropriate signature pages.

### **Number of copies**

**One Original and Five (5) copies each of the Priced and Non-Priced proposal must be submitted to the Purchasing Agent in an envelope with the proposer's name, title of the proposal, RFP number, and date of opening must appear on the outside front cover of each proposal**

### **Waiver**

The City of Salem reserves the right to reject any and all proposals, or to waive any informalities in the proposal process, if deemed in the City's best interest.

### **Place and Time**

Sealed proposals will be received at the Office of the City Purchasing Agent, Salem City Hall Annex, 120 Washington Street, Salem, Massachusetts 01970 **on or before 10:00am Wednesday, March 5, 2008** at which time and place they will be opened and registered.

### **Disclosure**

The selected proposer must file a disclosure of beneficial interests required by M.G.L. c.7, 40J. This must be filed with the Deputy Commissioner of the Division of Capital Asset Management and Maintenance.

### **Modifications**

A proposer may correct, modify, or withdraw a proposal by sealed, written notice clearly marked as a correction, modification, or withdrawal and received in the Office of the Salem Purchasing Agent prior to the time and date set for the proposal deadline.

### **Liability**

The Proposer agrees to indemnify, save harmless, and defend the City, its agents, and its employees from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulation, or orders caused, in whole or in part, by the Proposer's employees, or its agents or servants, in the performance of this contract.

### **Workers Compensation Insurance**

The Consultant shall comply with State law, known as the Workmen's Compensation Act, and shall pay into the State Insurance Fund necessary premiums required by the Act to cover all employees working under the control of the Consultant and shall relieve the City from all costs due to accidents or other liabilities mentioned in said Act. Consultant shall also furnish at the time of delivery of the contract, and at such other times as may be requested, the official certificate of receipt showing that the payments hereinbefore referred to, have been made.

## **Insurance Coverage**

General - The Successful Proposer 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 Successful Proposer agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Successful Proposer 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.

### **Successful Proposer's Comprehensive General Public Liability and Property Damage**

**Liability Insurance** - The Successful Proposer 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 Successful Proposer'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 or 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 Successful Proposer shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Successful Proposer 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 Successful Proposer 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 Successful Proposer.

All insurance coverage shall be at the sole expense of the Successful Proposer 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.

### **Final Approval and Payment**

- A. Final products outlined in the Work Program 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. Total compensation for services under this contract **shall not exceed \$155,000**. Payment shall be made upon receipt of a reasonably 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:

Frank Taormina, Harbor Coordinator  
Department of Planning & Community Development  
Salem City Hall Annex  
120 Washington Street  
Salem, Massachusetts 01970

### **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.

### **Time Schedule**

Professional services shall commence **no later than April 30, 2008** and be completed **no later than September 31, 2008**. The Proposer agrees to promptly notify the Salem DPCD should problems, delays or adverse conditions become known which will materially affect the ability to attain project objectives, prevent the meeting of time schedules or preclude the completion of approved work.

### **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.

### **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.

**Failure to comply with the above conditions and requirements or any attached specifications or any other minimum qualifications will be justification to reject any proposal as incomplete.**

### **Submissions**

The final date for submission of proposals is **on or before 10:00am Wednesday, March 5, 2008**. Proposals should be addressed to:

Albert C. Hill, Jr.  
Purchasing Department  
Salem City Hall Annex  
120 Washington Street  
Salem, Massachusetts 01970

**ATTACHMENT A**  
CERTIFICATE OF NON-COLLUSION AND TAXATION ATTESTATION CLAUSE

As required under Chapter 233 and 701 of the Massachusetts Acts and Resolves of 1983, all bidders must certify to the following, by signing this page in the space indicated below.

1. 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, unity or group or individuals.
  
2. “Pursuant to M.G.L. Ch 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law”.

NAME OF BUSINESS: \_\_\_\_\_

SOCIAL SECURITY # OR FEDERAL ID #: \_\_\_\_\_

AUTHORIZED OFFICER (PRINT): \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**ATTACHMENT B**  
**FEE PROPOSAL FORM**

The undersigned hereby submits a price proposal to perform the services outlined in the City of Salem South River Sediment Characterization and Survey Request for Proposals.

CONSULTANT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

The CONSULTANT hereby pledges to deliver the complete scope of services required, for the rates and charges shown below:

PROFESSIONAL SERVICES, hourly rate: \_\_\_\_\_

Estimated cost to complete the project:

**1. Dredge Study:** \$ \_\_\_\_\_

**2. Concept Plans and Recommendations:** \$ \_\_\_\_\_

**3. Initial Permitting (MEPA Process and USACE):** \$ \_\_\_\_\_

**TOTAL COST** \$ \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

# ATTACHEMENT C

## PLANNING LEVEL BATHYMETRIC SURVEY OF EXISTING SOUTH RIVER AND BASIN

