



REQUEST FOR PROPOSALS CITY OF SALEM, MASSACHUSETTS

RFP #K-32

Landscape Design Services for Furlong Park

February 13, 2009



RFP #K-32
City of Salem, Massachusetts
Purchasing Department

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. **One Original and Five (5) copies each of the Price and Non-Price proposals must be submitted on or before 10:00 AM on Wednesday, March 11, 2009 to:**

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

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.

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 _____

**City of Salem, Massachusetts
Legal Notice
RFP #K-32**

Sealed Proposals must be received at the Purchasing Department, Salem City Hall Annex, 120 Washington Street, Salem, Massachusetts 01970, **on or before 10:00 AM on Wednesday, March 11, 2009** at which time and place they will be opened and registered:



**City of Salem – Landscape Design Services for Furlong Park
20 FRANKLIN STREET, SALEM**

The RFP award is made by the Purchasing Agent and is subject to Mayoral approval. Copies of the Request for Proposal (RFP) document may be obtained on or after **Friday February 13, 2009** at the Purchasing Department, Salem City Hall Annex, 120 Washington Street, Salem, Massachusetts. RFP Package may be viewed and printed from www.comm-pass, search solicitations **#K-32** or www.salem.com within the purchasing department, under bids and **rfp's, K-32**

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 13, 2009
Monday, February 16, 2009

RFP #K-32
City of Salem, Massachusetts
Landscape Design Services for Furlong Park

I. Introduction

The City of Salem seeks an experienced waterfront landscape design team to restore and enhance Furlong Park. The City seeks a project team that includes, but is not limited to a landscape architect and construction manager.

The City of Salem obtained a Parkland Acquisitions and Renovations for Communities (PARC) Grant totaling \$500,000, which will be put towards the design enhancement, restoration, construction and construction oversight of Furlong Park. A total of \$781,000 of funding is available for the design and construction of Furlong Park including the City's contribution.

II. Project Description & Proposed Approach

Furlong Park has served Salem residents' recreational needs since 1926. The 5.5-acre park is bordered to the west and north by a residential neighborhood and to the south by a junkyard. Along the eastern border flows the North River, one of the oldest industrial rivers in North America. McGlew Park, the only other park in the vicinity, is located more than a mile away and its location requires residents to cross Rte. 114, a heavily trafficked entrance corridor. As a result of this lack of nearby recreational opportunities, most of Furlong's facilities have seen heavy use. However, most residents agree that Furlong Park's potential as a unique waterfront recreational resource has never been truly realized.

Furlong Park offers the only public access point on the North River, yet it has no boat launch or other water-based activity. Furlong's key waterfront location creates a great potential for water-based recreation. Unfortunately, the shoreline has been eroding over the years and requires immediate attention. The City is working with an on-call engineering firm, already under contract, that will develop a solution to alleviate the erosion. It is anticipated that the selected landscape designer and engineering team will work together to ensure continuity between the river's edge and the upland areas of the park.

Following a series of neighborhood meetings, a plan to restore and enhance Furlong Park has taken shape. The plans include the following: replace the outdated wooden play structure with modern, safe equipment including handicapped accessible equipment; replace a severely deteriorated, unusable tennis court, particularly important since Furlong Park is currently one of only two locations in the entire City that has a public tennis facility; renovate the existing baseball field and basketball court – two heavily used facilities; address the serious erosion occurring along Furlong's shoreline by installing a protective edge that is acceptable to environmental permitting agencies; construct a small boat launch for canoes and kayaks to provide recreational access to the North River that presently does not exist; construct needed parking to support the users of the Little League baseball field and the proposed boat launch and to provide greater handicapped access to all of Furlong's facilities; improve amenities and landscaping including installation of new fencing, benches, picnic tables and planting more shade trees, a measure that will also help to stem erosion.

Timeline

Per the PARC Grant requirements, the park design, construction documents and specifications must be complete by June 1, 2009. Due to the park's proximity to the North River, the park will also require Conservation Commission review. Park construction may begin after July 1, 2009 and must be completed by June 1, 2010.

City Resources

Below is a list of recent studies/reports regarding Furlong Park that are located in the Salem Planning Department and at: http://www.salem.com/Pages/SalemMA_DPCD/studies and are available for review:

**2008 Restoration and Enhancement of Furlong Park City of Salem PARC Grant Application
2007-2012 City of Salem Open Space and Recreation Plan Update**

III. Scope of Services

The City seeks the services of a landscape architect to perform the following:

Task 1: Park Design

In Task 1, the project team will develop a landscape design for the renovation of Furlong Park. Community input will be the basis for the development of the final park design. The City is contracting with an on-call environmental engineer to design a solution for stabilizing the eroding bank, obtain the necessary environmental permits, and complete a site survey.

Task 1a: Develop Final Design Plan

This task includes working with (including but not limited to) the City's on-call engineer, City Officials, and Salem residents to develop the design of the park. The selected consultant will also work with Salem Sound Coast Watch on designing and incorporating interpretive signage to be installed along the edge of the North River. Per the terms of the PARC Grant, the Park Design must to be complete by June 1, 2009.

Task 1b: Public Meetings and Community Involvement

It is the City's goal to continue to develop the park design in close coordination with neighborhood residents, City Officials, and park users. At a minimum, the landscape architect shall hold two neighborhood meetings to engage neighborhood residents in design development and one meeting to present the completed design. If practical, the City encourages the Consultant to meet more often with residents as the design is developed.

Task 2: Construction Docs, Oversight, and Grant Administration

In Task 2 the project team will be required to develop the necessary park construction bid package, obtain building and other applicable construction permits, and provide construction oversight.

Task 2a: Construction documents, specifications and bid package

The project team will work with the on-call engineering firm prepare a park construction bid package in conformance with the City's requirements and provide the City with 12 copies of the Park Construction Bid Package. The project team will assist the City in identifying appropriate contractors and reviewing the park construction bids. The bid package will be issued by the Salem Purchasing Department.

Task 2b: Obtain necessary permits

Prior to the start of construction, the project team will be responsible for obtaining all necessary building permits from the Building and or Engineering Department in cooperation with the selected contractor. The City of Salem will waive all permit fees under its jurisdiction.

Task 2c: Construction Oversight

The consultant team will be expected to oversee the construction of all elements of Furlong Park. This task includes the ordering and installation of the park features (benches, tables, play equipment, interpretive signs, etc) and landscaping proposed in the park project.

Per the terms of the PARC Grant construction cannot begin until July 1, 2009 and must be completed by June 1, 2010. Final construction includes all park features, such as benches, tables, play equipment, landscaping, and repairs to eroded shoreline.

Task 2d: Grant Administration

The project team will complete the administration of the PARC Grant, including completion and submittal of copies of necessary permits acquired, narrative of any changes to project, expenditure timeline, quarterly progress reports, reimbursement submittals, final application, etc.

Project Budget

A total of \$781,000 of funding is available for the engineering, design, and construction of Furlong Park, including the City's contribution. The scope of this RFP does not include environmental engineering and permitting relating to the bank stabilization and a land survey; these items will be contracted separately. Approximately five (5) percent of the total project budget will be allocated towards the environmental engineering and permitting relating to the bank stabilization and a land survey.

IV. Submittal Requirements

One Original and Five (5) copies each of the Price and Non-Price proposals must be submitted to the Purchasing Agent. The Price Proposals and Non-Price 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 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. Name(s), address(es), phone number(s), contact person(s) of all firms involved on the project.

- b. History, size and structure of firm(s).
- c. Name(s) of principals of firm(s).
- d. Identification of Principal in Charge and Project Manager.
- e. Experience with similar projects, including park design and construction (i.e. designing linear parks along waterways, working in urban densely developed neighborhoods, and restoring existing parks).
- f. Resumes of all personnel assigned to the project.
- g. Experience of the project team members working together on similar projects in the past.
- 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, permits, and licensing/authorization of proposal documents.
- j. At least three (3) references from past similar projects with contact information.

3. 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 in the specific disciplines involved. Identify unusual conditions or problems that may be encountered.

4. Approach and Methodology

Please provide a written detailed description of your approach to the scope of work. The City is seeking creative proven approaches to address the challenges facing the project site and techniques to reach the desired outcome of enhancing an existing park. Key issues on which to focus include:

- Ability to meet all PARC Grant deadlines, by completing the park design by June 1, 2009 and park construction by June 30, 2010.
- Approach to enhancing and restoring the existing park while taking advantage of the natural features that are unique to Furlong Park. Provide suggestions for appropriate ways to create public access to the water.
- Ability to address existing concerns and fulfill the City's goals and objectives for park and open space improvements (City resources available for review include the City of Salem's Open Space and Recreation Plan 2007-2012 and the PARC Grant application)
- Innovative ideas for maximizing the value and amount of work that can be completed within the budget. Provide rationale and evidence of the value and effectiveness of the proposal approach.
- Approach to engaging the community in design development.

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 and milestones, personnel assignments, and other information as necessary to demonstrate the consultant's ability to complete the project on time.

6. 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.

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 completed Fee Proposal Form, Attachment E.
- b. Attach a direct expenses budget on a separate sheet providing detailed expenses for each Task.

V. Selection Criteria

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 RFP cover sheet (page 2), the Certificate of Non-Collusion and Taxation Attestation Clause (Attachment F) and the Fee Proposal Form (Attachment E).

Comparative Evaluation Criteria

The proposal will be reviewed by the City of Salem and evaluated based 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. Relevant Experience of Team Leader

Highly Advantageous

Consultant team has significant expertise and experience with comparable projects, including renovating or creating urban parks along water bodies and has a proven track record for completing projects on time and within budget.

Advantageous

Consultant team has experience with urban park design and has a proven track record for completing projects on time and within budget.

Non-Advantageous

Consultant team has experience with park design.

3. Community involvement experience

Highly Advantageous

Clearly demonstrate significant expertise and experience involving residents in comparable urban park design and enhancement projects.

Advantageous

Clearly demonstrate expertise and experience involving residents in design development.

Non-Advantageous

Community involvement experience is very limited.

4. Construction oversight experience

Highly Advantageous

Clearly demonstrate expertise and experience in construction oversight of comparable projects.

Advantageous

Clearly demonstrate expertise and experience in construction oversight of park development and/or brownfield remediation.

Non-Advantageous

Limited expertise and experience in construction oversight.

5. Ability to Handle Multiple Simultaneous Projects and Meet the City's PARC Grant Deadlines

Highly Advantageous

Clearly demonstrates ability to meet City's PARC Grant deadlines, ability to be responsive to City program management needs, including meeting with City Officials when necessary.

Advantageous

Clearly demonstrates ability to meet deadlines.

Non-Advantageous

Does not clearly evidence ability to handle multiple assignments and meet City's deadline.

9. Consultant's References and Experience

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

Highly Advantageous

Individuals from the project team have substantial experience with comparable projects and references are of uniformly high quality.

Advantageous

At least one individuals from the project team has substantial experience with comparable projects and references are generally good but with certain qualifications.

Non-Advantageous

None of the project staff has substantial experience with comparable projects and references have raised serious questions regarding performance.



RFP #K-32 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, by the Purchasing Agent, subject to approval by the Mayor of Salem, Massachusetts.

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.

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) business 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.

Evaluation of Proposal

The City of Salem Department of Planning and Community Development (DPCD) have 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 DPCD 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.

Basis of Proposal Award

The City of Salem shall award a professional consulting contract to the responsible prospective consultant or team of consultants 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/team 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.

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.

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.

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. If a consulting team is selected the City would like for a lead firm to be designated as the sole point of contact for the City.

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 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 F, 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 port planning and/or land use planning and the professional standards thereof, 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 Price and Non-Price proposals must be submitted to the Purchasing Agent. The Price Proposals and Non-Price 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 each envelope.

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 10:00 am Wednesday, March 11,**

2009 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 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:

Carey Duques
Dept of Planning & Community Development

Revision of Agreement

There shall be not 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 March 30, 2009** and end no later than **July 31, 2010**. 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.

ATTACHMENT A
Site Location Map

ATTACHMENT B
Fee Proposal Form

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 #K-32, Landscape Design Consulting Services for Furlong Park.

CONSULTANT NAME: _____

ADDRESS: _____

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

TASK 1: PARK DESIGN

<i>Task 1a: Develop final design plan</i>	\$ _____
<i>Task 1b: Public meetings and community involvement</i>	\$ _____
<i>Direct expenses (describe direct expenses in detail on an attached sheet)</i>	\$ _____
TOTAL	\$ _____

TASK 2: CONSTRUCTION DOCS, OVERSIGHT, & GRANT ADMINISTRATION

<i>Task 2a: Construction documents, specifications, and bid package</i>	\$ _____
<i>Task 2b: Obtain necessary permits</i>	\$ _____
<i>Task 2c: Construction oversight</i>	\$ _____
<i>Task 2d: Grant administration</i>	\$ _____
<i>Direct expenses (describe direct expenses in detail on an attached sheet)</i>	\$ _____
TOTAL	\$ _____

GRAND TOTAL \$ _____

AUTHORIZED SIGNATURE

DATE

ATTACHMENT C
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: _____