

City of Salem, Massachusetts



Request for Qualifications

S-49

Designer Services: John Missud Bandstand-Salem Common

June 28, 2017

PROPOSALS DUE:

July 29, 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

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6. Attachment A

1. Existing Conditions

COVER SHEET

Please Print or Type:

Name of Proposer	Contact Individual:
Address:	
Zip Code	# Street City/Town State
Phone:	Alternate Phone:
Email Address:	Social Security/Federal Tax Identification Number:
Authorized Signature: _____	

***Please include this page with your proposal.**

PROPOSER'S CHECKLIST

Submission Requirements:

- ☐ Completed Cover Sheet
- ☐ Checklist (this sheet)
- ☐ Technical Proposal
 - Letter of Transmittal
 - Qualifications and Experience
 - Project Approach
 - Scope of Services
 - Schedule
 - City Resources
 - Subcontractors
- ☐ Certifications Form
 - Non-Collusion
 - Tax Compliance
 - Corporate Bidder
 - Standard Designer Selection Form
- ☐ Acknowledgement of Addenda: _____ (if applicable)
(#’s)

REQUIRED CERTIFICATIONS

1. 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.

2. 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.

3. CORPORATE BIDDER *(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 Bidder (if different than name))

(Federal Tax Identification or Social Security Number)

(Date)

LEGAL NOTICE

**City of Salem
Legal Notice
Request for Qualifications S-49**

Sealed proposals will be received at the Office of the Designated Purchasing Agent, 93 Washington Street, 2nd Floor, Salem, MA 01970 at **2:00 PM, July 29, 2017** at which time and place they will be opened for the following:

Design Services: John Missud Bandstand-Salem Common

The contract award is made by the designated Purchasing Agent and subject to the approval of the Designer Selection Committee. The City reserves the right to reject any and all proposals and waive any informality in the proposal process, if deemed in the City's best interest.

Proposal documents are available upon request after **10:00 AM on Wednesday June 28, 2017** at 93 Washington Street, 2nd Floor, Salem, MA 01970, and from the Purchasing Department's website at www.salem.com/purchasing under "Open Procurement."

A briefing session will be held at **10:00 AM on July 10, 2017** at Salem Common Band Stand.

The Designer's fee shall will be negotiated, but shall not exceed twenty five thousand dollars and zero cents (\$25,000)

Office Hours:

Mon-Wed: 8:00 AM- 4:00 PM

Thurs: 8:00 AM-7:00 PM

Fri: 8:00 AM-12:00 PM

Whitney Haskell
Purchasing Agent

Salem News, June 28, 2017

1. GENERAL INFORMATION

1.1 PROCUREMENT DESCRIPTION

The City of Salem, through its Purchasing Department, is seeking proposals for designer services for the restoration of the Salem Common Bandstand at Washington Square, Salem, MA. The goal of this project is to restore and upgrade the historic bandstand.

1.2 APPLICABLE LAW

This procurement will be conducted pursuant to Massachusetts General Laws Chapter 7C.

1.3 APPROVAL

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

1.4 INCORPORATION BY REFERENCE

All requirements, specifications, terms and conditions described in this solicitation 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 thirty (30) days after the proposal due date. The time for award may be extended for up to 45 days by agreement between the City and apparent low bidder.

1.6 RIGHT TO CANCEL/REJECT

The City reserves the right to cancel this solicitation 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 bid pricing.

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

1.8 OBTAINING THE REQUEST FOR QUALIFICATIONS

The Request for Qualifications shall be available beginning, Wednesday, July 28, 2017 at 10:00 AM.

The Request for Qualifications 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 Request for Qualifications and related documents may be obtained at the Office of the Purchasing Agent, 93 Washington Street, 3rd Floor, Salem, MA 01970, between the hours of 8:00 AM-4:00 PM on Monday-Wednesday, 8:00-7:00 PM on Thursday, and 8:00 AM-12:00 PM on Friday.

1.9 PRE-PROPOSAL BRIEFING SESSION

A pre-proposal briefing session will take place on July 10, 2017, 10:00 AM, at the Salem Common Bandstand.

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 the proposal.

2.1.1 PROPOSAL COMPONENTS

The following items must be submitted in order for the proposal to be considered:

TECHNICAL PROPOSAL

Each proposal must include a Non-Price/Technical, which shall be separately sealed and labeled as “Non-Price/Technical Proposal,” and contains the following:

☐ 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.

☐ CERTIFICATE OF CORPORATE BIDDER

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

☐ PLAN OF SERVICES

The Technical Proposal must also include a plan of services, described in detail in section 3.7.

2.2 PROPOSAL DELIVERY

Below please find a description of the manner in which sealed proposals must be submitted.

2.2.1 DUE DATE AND TIME

Proposals shall be received by the Office of the Purchasing Agent on or before **2:00 PM, July 29, 2017.**

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

2.2.2 ADDRESS

Sealed proposals shall be delivered to:

Office of the Purchasing Agent
93 Washington Street, 2nd Floor
Salem MA 01970

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 proposals.

2.2.5 LABELING

The outside of the envelope containing the sealed proposal must be labeled with 1) the solicitation number 2) the proposal due date and time and 3) the name of the proposer.

2.2.6 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.

2.3 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.3.1 QUESTIONS

Questions concerning this Request for Qualifications must be submitted in writing to: Whitney Haskell at whaskell@salem.com at least five (5) days prior to the proposal due date. Written responses will be mailed to all plan holders on record as having picked up the Request for Qualifications.

2.3.2 CHANGES

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

2.3.3 MODIFICATIONS AND WITHDRAWALS

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

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 Request for Qualifications.

After the bid opening a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

2.3.4 UNFORSEEN OFFICE CLOSURES

If, at the time of the scheduled proposal 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.

3. PROJECT DESCRIPTION, SCOPE OF WORK AND SUBMITTALS

3.1 INTRODUCTION

The City of Salem, through its Purchasing Department, is seeking proposals for designer services for the restoration of the Salem Common Bandstand at Washington Square, Salem, MA. The goal of this project is to restore and upgrade the historic bandstand.

The designer will provide an existing conditions assessment, upgrades plan alternatives, bid documentation for the chosen alternative, construction documentation, and bidding assistance/construction oversight. We expect that construction will include masonry, structural, electrical, some landscape work, and associated work. This project should address all parts of the Salem Common Bandstand and surrounding plaza. It should include all reimbursable work needed such as surveys, testing, etc.

The design fee is estimated at, but shall not exceed twenty-five thousand dollars (\$25,000).

3.2 SITE DESCRIPTION

The project site is located in the Salem Common (see attached), at Washington Square, Salem, MA 01970. Salem Common was the site of the First Muster (1637) of the East Regiment, which signaled the start of the National Guard. The Common is listed in the National Register and is located in a local historic district. It is also protected with a preservation restriction. The bandstand at the Salem Common was constructed in 1926 in commemoration of the city's Tercentennial. Philip Horton Smith designed this finely proportioned octagonal bandstand in Colonial Revival style, domed and temple-like. Its roof is capped by a pineapple, and the arches are flanked by an engaged pair of Roman Doric columns. In 1976, the bandstand was dedicated to longtime Salem Band director, Jean Missud of the Salem Cadet Band fame.

3.3 BUILDING CONDITIONS

Refer Attachment A. There has not been any full study on the Common Bandstand since it was built that the City has on record. The existing structure is about 750 sq. ft. and has a basement with electrical, irrigation, and drainage systems inside. The existing structure is made out of reinforced concrete and has signs of deterioration. There are signs of water intrusion from the roof through the concrete. Electrical systems are in the ceiling for lighting, and there are also flood lights attached to the bandstand. The basement includes the panels for the electrical system, and other lights on the Common. In addition, there is an irrigation system (installed in 1989, see attached plans) that has the feeders and controls within the bandstand. In the mid 1980's and 90's, the Bandstand had some restoration work, primarily on the exterior to remove soot and new iron rails were installed.

Plugs for outdoor uses are located along the windows. There is no glazing on the existing windows, which are covered by plywood. The basement has drain in the floor, and from the roof. There are signs of water intrusion into the basement through the windows, causing damage to the basement walls.

The basement is currently used for storage and maintenance, and sometimes during events it is used for staging. The existing entrance and door is severely deteriorated, and the City would like the design to include an entrance system that prevents people from congregating in the stairs, which creates a security risk and has led to vandalism.

The concrete around the base of the structure is severely deteriorated. High usage in front of the stairs has resulted in compaction of the soils.

3.4 SCOPE OF SERVICES:

The Scope of Services shall include, but is not limited to:

Phase 1. Existing Conditions Assessment

The designer will survey the existing structure and surrounding plaza, including masonry, windows, structure, electrical, basement, and other conditions. Information on the age, condition, materials, and other relevant information should be provided. Designer should include site visits and at least one meeting with the City and at least one meeting with stakeholders/users concerning existing uses. Any testing work that will be needed as a reimbursable should be identified and included in the overall fee. The designer must provide 4 copies (3 hard and 1 electronic) of the draft and final report. The consultant should document current uses and programming of the bandstand. Documentation of existing conditions should also be provided in a format that can be transitioned to an asset management system. Photos should be of high quality and submitted in jpeg.

Phase 2: Study - Development of Plan to Restore and Upgrade Bandstand

The architect and engineer should develop an improvement plan for the Common Bandstand, addressing all issues noted below:

- Electrical, including lighting
- Structural
- Masonry
- Restoration
- Surrounding Plaza - hardscape or landscape
- Plumbing (drain systems)
- Access to basement, including a plan to address vandalism
- Maintenance
- Code issues
- Security and control of systems (electrical, access to basement, etc.)
- Available funding sources, including grants
- Other as determined by consultant

The firm should plan for at least one in person meeting with the City as well as weekly conference calls and at least one public meeting to present findings and plans. One of the meetings shall be with the Common Neighborhood Association. The firm should consider the historic and current public use of the Common in its recommendations, as well as upgrades that enhance the programmatic capabilities. This plan should include timeline and cost estimates. O&M costs should be estimated. At least three options should be provided from minimum upgrades needed to full restoration and enhancement, and add alternatives shall be identified. A cost estimate shall be provided and a schedule.

The Designer will work under the direction of the Director of Capital Projects and Municipal Operations, unless directed otherwise. Input on the plans will need to be coordinated with several departments and commissions, including but not limited to: the Dept. of Planning and Community Development, Department of Public Works, Department of Park and Recreation, Historical Commission, Building Department, and Park and Recreation Commission.

Task 3 and 4 will not proceed until funding for Construction is approved.

Phase 3: Construction Documents and Bid Specifications

The Scope of Services shall include but is not limited to:

Development of final design and specifications (construction documents) for bidding, including a meeting to go over draft design. This should include final cost, schedule, and phasing.

- Draft construction documents and bid specifications (2 sets of plans and specifications, one electronic)
- Revisions to construction documents and bid specifications.
- City will review and provide comments these draft designs. The City will approve the designs.
- Designer will provide 3 bound hardcopies “wet” stamped sets of the final construction documents
- Designer shall provide ten bound hardcopy sets of the final construction documents to the Purchasing Department and an electronic copy of the package.
- Unless otherwise noted, all permits and approvals will be the responsibility of the designer.
- Designer will invoice the City no later than 30 business days after received of the final approved construction documents and bid specification package.
- Designer shall ensure that any applicable incentives are applied for.

Phase 4: Bid Review Assistance

- Designer will attend any pre-bid conference/site visit that is required
- Designer will respond to questions from bidders as needed
- Designer will assist in evaluation the lowest qualified bidder
- Designer will invoice the City no later than 30 business days after the contractor has been selected.

Phase 5: Construction Oversight

The Scope of Services shall include but is not limited to:

- Designer will conduct site visits in the fields as required and at a minimum of the following: at the start of construction, 2 site visits during construction, 2 site visits to review any outstanding punch list items and certify the project has been completed as specified in the bid and construction documentation during final inspection.
- Designer to contact project manager by e-mail to advise the time and day when on the site no later than 24 hours in advance on specific and impending matters. The appointed City Director will serve as the liaison among City Departments.
- The Designer will review and approve relevant change order submittals
- The Designer will review and approve equipment/product submittals for conformance with the design
- Designer will certify that the project has been completed as specified in the bid documents during a site visit for final inspection and submit a comparative budget to show the initial estimated cost per work category, actual bid, any change orders, and final project cost.
- Designer shall work with the Contractor to assemble all O&M documents and turn over documents. Two hard copies and one electronic copy shall be provided. Information about the restoration equipment shall be provided in a format that can be transferred to an asset management system.
- Designer shall participate in training.
- Designer shall invoice the City within seven days after the receipt of the certification of final inspection by the City Director.

3.5 PROJECT FEE

The City has established a not-to-exceed fee of twenty five thousand dollars (\$25,000) for the scope of services described herein.

3.6 ANTICIPATED PROJECT SCHEDULE

Deadline	Duration	Estimated Date
RFP Issued		June 28, 2017
Project Briefing	1.5 weeks	July 10, 2017, Salem Common Bandstand, 10AM
RFP Due Date	3 weeks	July, 19, 2017
Anticipated Contract Award	2 weeks	
Phase 1 (Existing Conditions)	2 weeks for draft, 1 weeks after comment for final	
Phase 2 (Study/SD)	4 weeks for draft, 2 weeks after comment or final	
Phase 3 (Design/CD)	3 weeks for draft, 3 weeks after comment for final	
Project Bid		
Construction Start		
Construction Complete	5 months	

3.7 TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS

- Submission Checklist

Certifications

- Non-Collusion
- Tax Compliance
- Corporate Bidder
- Standard Designer Selection Form

Letter of Transmittal

- 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.

Part I- Company Description and Qualifications

Please provide the following information for all members/firms of the project team:

- A brief description of the proposers' company and primary location.
- Submit the firm (s), name (s), Location(s) and contact information for all firms involved in the project.
- Identification of all team members and brief description of primary role and responsibilities on project team.
- Resumes and qualifications statement attesting all participants including specialized consultants for structural engineering.
- At least three (3) professional references where work of a similar scope and scale has been completed (municipal references preferred).
- 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.

4. EVALUATION AND SELECTION CRITERIA

4.1 MINIMUM REQUIREMENTS

All participants must meet the following minimum requirements:

	Yes	No
Architect(s) completed similar work in the State of Massachusetts within the last two (2) - calendar years		
Architect (s) and any participating engineers must be licensed and registered in Massachusetts.		
Must and have at least five (5) years of experience providing relevant services.		
Proposer must submit a complete application in accordance with RFP <i>Section 3.1 Requirements and Submissions</i> .		

4.2 EVALUATION CRITERIA

Quality and Depth of Project Experience

<i>Highly Advantageous</i>	Proposer and/or team member project work samples are of outstanding quality in content, technical presentation and are relevant.
<i>Advantageous</i>	Proposer and/or team member project work samples are of good quality in content, technical presentation and relevant.
<i>Not Advantageous</i>	Proposer and/or team member project work samples are not relevant and are of poor quality in content, technical presentation.

Desirability of approach to the project, demonstrated understanding of scope of work, and proposer's ability to undertake and complete this project in a timely manner and on budget.

<i>Highly Advantageous</i>	The proposal demonstrates an excellent approach to the subject material, an understanding of the scope of work, ability to communicate effectively and in a timely fashion with the City and a timeline and budget required for each project phase.
<i>Advantageous</i>	The proposal demonstrates a good approach to the subject material, an understanding of the scope of work, ability to communicate effectively and in a timely fashion with the City and presents a timeline and budget required for each phase of the project.
<i>Not Advantageous</i>	The proposal does not demonstrate a desirable approach to the project and does not demonstrate a clear understanding of the scope of work.

Overall Quality of Client References

<i>Highly Advantageous</i>	All references contacted spoke favorably of the work performed by the proposer and would use them again for a similar project without hesitation. All references confirmed that the consultant had met schedule expectations, communicated effectively with municipality and delivered an “on-time” and on budget project.
<i>Advantageous</i>	The great majority of references spoke favorably of the work performed by the proposer and would use them again for a similar project without hesitation. The great majority of references confirmed that the consultant had met schedule expectations, communicated effectively with municipality and delivered an “on-time” and on budget project.
<i>Not Advantageous</i>	One reference indicated that there had been significant difficulties with the proposer’s ability to deliver the contracted services and deliverable, and complete the project on budget and in a timely manner.

4.3 RULE FOR AWARD

Any contract that may result from this procurement shall be awarded to the responsible and responsive proposer offering the most advantageous proposal, taking into consideration all evaluation criteria described herein.

4.4 INTERVIEWS

The Designer Selection Committee will conduct interviews as part of the selection process in accordance with *Section 4.1 Minimum Requirements* and *Section 4.2 Evaluation Criteria*.

4.5 SELECTION PROCESS

Proposals will be evaluated upon the basis of the criteria for selection set forth and will then be ranked in order of qualification. The first, second, and third ranked proposals will be further reviewed and evaluated, including reference checks and possible interviews by the committee.

The City reserves the right to request further information from the three (3) highest ranked applicants.

The Owner reserves the right to reject any and all responses as if the Owner determines, within its own discretion, that it is in the Owner’s best interests to do so. This RFP does not commit the Owner to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Owner also reserves the right to cancel or modify this RFP in part or in its entirety, or to change the RFP guidelines. A Respondent may not alter the RFP or its components.

4.5 POST INTERVIEW EVALUATION GUIDELINES

- Qualifications and Experience

- Technical Qualifications
- Response to the Scope of Work
- Consulting Team project experience, project approach and references (4.2 Criteria)
- Allocation of Resources and Schedule

5. TERMS AND CONDITIONS

5.1 TERM OF CONTRACT

Any contract the results from this procurement shall commence upon issuance of the 'Notice to Proceed' and terminate upon completion of the work.

5.2 ASSIGNMENT AND SUBCONTRACTING

The selected vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City. The successful bidder shall be fully responsible to the City for the acts and omissions of his subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

5.3 PAYMENT

The City shall make every effort to furnish payment within thirty (30) days of receipt of a reasonably detailed invoice. Any invoice received must reference the contract number. Nothing contained in the contract shall create any contractual relation between any subcontractor and the City. The Successful Proposer shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the application provisions of the Contract for the improvements embraced in the site preparation.

The architect or firm will submit invoices within seven (7) business days of completed project phases via electronic submission to the Department of Planning and Community Development or by mail to the Department of Planning and Community Development, 120 Washington Street, 3rd Floor, Salem, MA, 01970.

5.4 INSURANCE REQUIREMENTS

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 Town 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 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 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.

5.5 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.

5.6 FEDERAL AND STATE LAW

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

5.7 OWNERSHIP OF INFORMATION/RIGHT TO USE

All files, records, and documents prepared by Designer pursuant to this Contract, and all text, electronic, and graphic files shall be property owned by the City and the City shall own any copyrights thereon. The City may use all such files, records, and documents in any manner that it chooses to. The Designer shall incorporate by reference this provision into all contracts with its consultants and subconsultants with respect to the services provided under this Contract including, but not limited to, architects, engineers, estimators, surveyors, designers, and photographers. The designer and its consultants and subconsultants shall not be responsible for changes made in the documents or other items without the designer's authorization, nor for the City's use of the documents on projects other than the Project.

5.8 DISCLOSURES

The applicant must disclose any legal action brought by or against them at any time as a result of their work in this area.

5.9 SAMPLE CONTRACT

See 'Sample Contract' attached.

SAMPLE CONTRACT

CITY OF SALEM

Department
Supply/Services
Contract Number:

1. THIS AGREEMENT made and concluded this ____ day of _____ in the year Two Thousand _____ by and between _____; hereinafter referred to as the (Vendor) and the City of Salem, 93 Washington Street, Salem, MA 01970, a municipal corporation established under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor, Kimberley Driscoll; its Purchasing Agent, Whitney Haskell; and its _____; thereto duly authorized, hereinafter referred to as the (City).
2. WITNESSETH, that the said Vendor has agreed and by these presents does agree, for the consideration hereinafter contained to provide _____ pursuant to the Vendor's proposal/bid dated _____ . (and attached hereto.)
3. In case of any alteration of this contract, so much thereof as is not necessarily affected by the change, shall remain in force upon all parties hereto; and no payment for _____ under such alteration shall be made until the completion of the whole contract, and the adjustment and payment of the bill when rendered for same shall release and discharge the said City from any and all claims or liability on account of _____ furnished under this contract, or any alteration thereof.
4. **Performance Period:**
5. The Vendor shall not assign or transfer this contract, or any part thereof without the prior written consent of the Purchasing Agent of said City.
6. And the said Vendor further agrees to indemnify and save harmless the said City of Salem, its officers and agents from all claims and actions of every name and description brought against the said City, or its officers and agents, for or on account of any injury or damage received or sustained by any person, structure or property, by or from the said Vendor, servants or agents, or by, or on account of, any act or omission of the said Vendor, or servants or agents, in the performance of this contract; and the Vendor hereby agrees that so much of the money due to under, and by virtue of, this agreement, as shall be considered necessary by said Purchasing Agent, may be retained by the City until all such suits or claims for damages as aforesaid, shall have been settled, and evidence furnished to the satisfaction of said Purchasing Agent, provided, however, that notice of such claims, in writing and signed by the claimants, shall be previously filed in the offices of the City Clerk of said City.
7. It is furthermore agreed by the Vendor that the performance of this contract shall be strictly in accordance with its bid/proposal dated _____ , now on file at the Office of the City Purchasing Agent of Salem, Massachusetts, which bid/proposal is hereby made a part of this contract by reference.
8. IN CONSIDERATION WHEREOF, the City agrees to pay to the Vendor _____ (\$_____), said payment to be made within thirty days from receipt and acceptance of a reasonably detailed invoice. **THE ABOVE CONTRACT NUMBER MUST BE REFERENCED ON ALL INVOICES IN ORDER FOR THE VENDOR TO BE PAID.**

9. Insurance Coverage:

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.

10. This Agreement may be terminated upon thirty (30) days prior written notice for failure of Vendor to provide adequate service as determined by the Purchasing Agent.

11. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement is subject to the provisions of Massachusetts's law, and to all lawful implementing regulations, as amended from time to time.

12. IN WITNESS WHEREOF the said; (____); Vendor hath caused these presents and an instrument of like tenor to be executed in its name and behalf by a properly authorized officer of said company.

An instrument of like tenor to be executed by the City in its name and behalf by its Mayor; its Purchasing Agent, and _____.

All duly authorized as aforesaid, and its corporate seal to be hereto affixed.

By:

CITY OF SALEM:
By:

Authorized Signature

Kimberley Driscoll,
Mayor

Authorized Officer (print name)

Sarah Stanton,
Finance Director

Title

XXXXX,
XXXXXXXXXXXXXXXXXXXX

Whitney Haskell,
Purchasing Agent

Approved as to form:

Elizabeth Rennard, Esq.,
City Solicitor

Salem Common Bandstand Existing Conditions



Common Bandstand Top and Base

Salem Common Bandstand Existing Conditions



Common Bandstand Plaza/Base

Salem Common Bandstand Existing Conditions



Common Bandstand Basement Windows

Salem Common Bandstand Existing Conditions



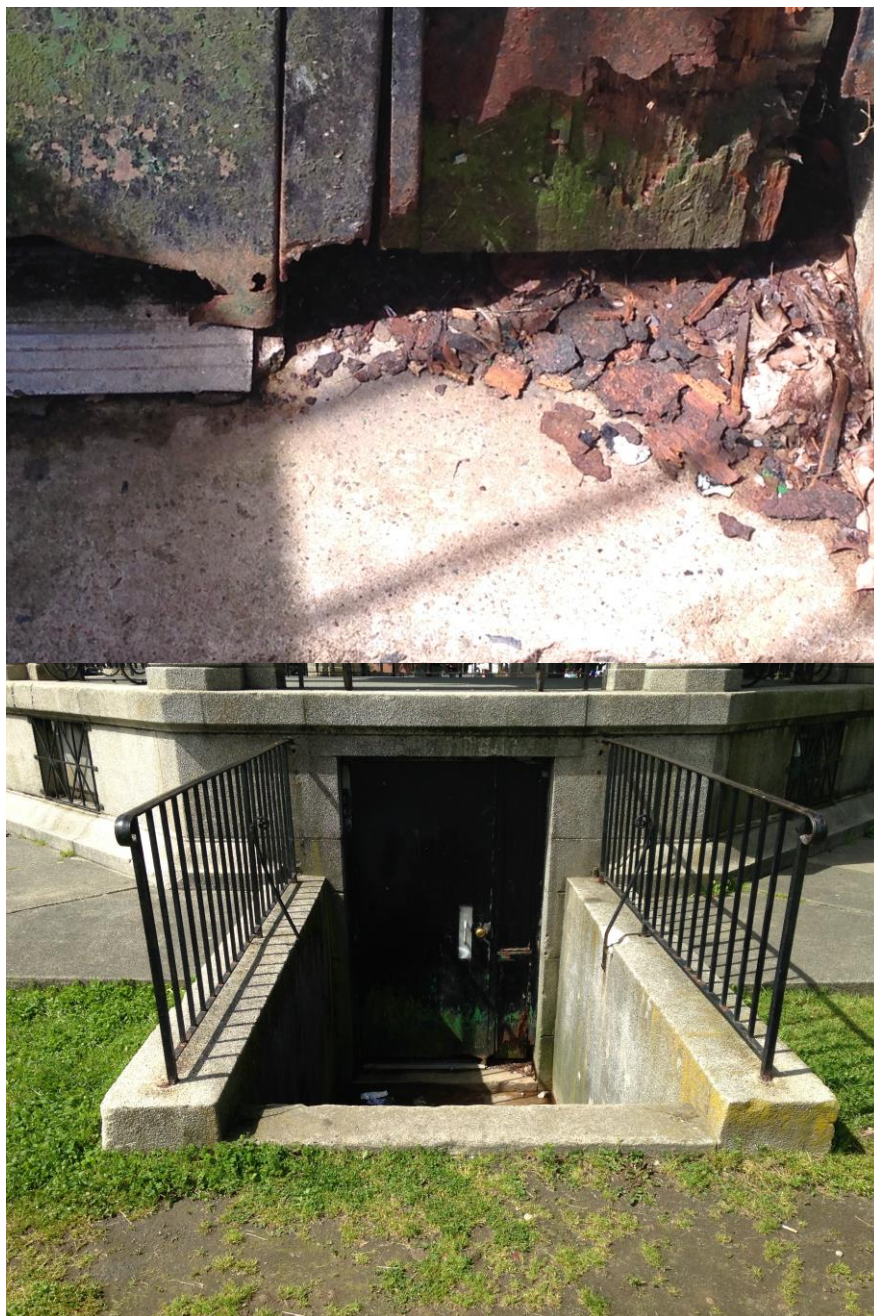
Common Bandstand Ceiling

Salem Common Bandstand Existing Conditions



Common Bandstand Plaque and Railing attachment

Salem Common Bandstand Existing Conditions



Common Bandstand Basement Entrance

Salem Common Bandstand Existing Conditions



Common Bandstand Basement

Salem Common Bandstand Existing Conditions



Common Bandstand Irrigation Components

Salem Common Bandstand Existing Conditions



Common Bandstand Electrical (next pages also)

Salem Common Bandstand Existing Conditions



Salem Common Bandstand Existing Conditions



Existing Conditions, drainage.