

CITY OF SALEM



REQUEST FOR QUALIFICATIONS #T-11

ARCHITECTURAL SERVICES: BERTRAM FIELD PHASE 2 PROJECT

September 20, 2017

PROPOSALS DUE:

Wednesday November 8, 2017, 11:00 AM

*Late proposals will be rejected



Yeimi Colon
Acting Purchasing Agent
93 Washington Street, 3rd Floor
Salem, MA 01970
ycolon@salem.com
978-619-5696

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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 (Non-Price) Proposal
 - Letter of Transmittal
 - Qualifications and Experience
 - Project Approach
 - Scope of Services
 - Schedule
 - City Resources
- ☐ Certifications Form
 - Non-Collusion
 - Tax Compliance
 - Corporate Bidder
 - Standard Designer Selection Form
- ☐ Acknowledgement of Addenda: _____ (if applicable)
- ☐ Price Proposal (in separately sealed envelope)

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 T-11**

Sealed proposals will be received at the Office of the Designated Purchasing Agent, 93 Washington Street, 2nd Floor, Salem, MA 01970 at **11:00 AM on Wednesday November 8, 2017** at which time and place they will be opened for the following:

Architectural Services for Bertram Field Phase II

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 September 20, 2017** at 120 Washington Street, 3rd 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 **1:00 PM on Monday October 2, 2017** at Bertram Field, 5 Powder House Lane Salem, MA 01970.

The Designer's fee shall not exceed one hundred thousand dollars (\$100,000.00).

Office Hours:

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

Thurs: 8:00 AM-7:00 PM

Fri: 8:00 AM-12:00 PM

Yeimi Colon
Acting Purchasing Agent

Salem News

1. GENERAL INFORMATION

1.1 PROCUREMENT DESCRIPTION

The City of Salem, through its Purchasing Department, is seeking proposals from highly qualified architects to provide architectural services for new buildings at Bertram Field.

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 PROPOSALS

The Request for Qualifications shall be available beginning, Wednesday September 20, 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 Monday October 2, 2017 at 1:00 PM, at the Bertram Field, 5 Powder house Lane, Salem, MA 01970.

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 (See Section 3.9 for more information)

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 3.9.

2.1.2 PROPOSAL DELIVERY

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

2.1.3 DUE DATE AND TIME

Proposals shall be received by the Office of the Purchasing Agent on or **Wednesday November 8, 2017, 11:00 AM**

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

2.1.5 ADDRESS

Sealed proposals shall be delivered to:

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

2.1.6 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

2.1.7 COPIES

Proposers must submit **one (1) original** and **three (3) copies** of their proposals. In addition, Proposers must submit **one (1)** electronic copy of their Proposal.

2.1.8 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.

2.1.9 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.

2.2 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.2.1 QUESTIONS

Questions concerning this Request for Qualifications must be submitted in writing to: Yeimi Colon at ycolon@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.

2.2.2 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.

2.2.3 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.

2.2.4 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, SUBMITTAL REQUIREMENTS

INTRODUCTION

The City of Salem seeks design services to finalize program, layout, cost, schedule for the Bertram Field Phase II project. Design services are also requested for Schematic and Design Development, Construction Documents and Specifications, Bid Review Assistance and Design Oversight.

This project will consist of new buildings and associated infrastructure. Phase I renovations completed in 2013 included installation of an artificial turf athletic field surface, expansion of the running track to regulation size, and remediation of contaminated soil. A Phase II feasibility study was conducted in 2016 to assess develop a preferred building program for the field's athletic programs and other users. The report includes programming data sheets and cost estimates.

The preferred program includes 4 buildings: a new locker room, a new amenity building, a new storage building, and a new accessible press box. In addition, demolition of existing structures, a new entrance, and other site improvements are required.

The current ECC is \$3.5-4.5 million.

The fee for Task 1 (a-e) and Task 2 (a-e) of this project is not to exceed \$100,000, including work needed for surveys. Additional reimbursables, if needed, shall be negotiated at a later date.

The City expects the design contract to commence on or around January 15, 2018, and the Schematic Design to be completed May 2018.

The City of Salem will use the consensus solution derived in Task 2 to secure funding for the complete project. If the City of Salem proceeds with subsequent phases, the City of Salem reserves the right to negotiate with the selected designer for Tasks 3-6.

3.1 SITE DESCRIPTION

Bertram Field is located at 5 Powder House Lane and is located behind the Collins Middle School at 29 Highland Avenue. The seven-acre site is bound to the north by the Middle School grounds and an outcrop of ledge, a residential neighborhood to the east, and North Shore Medical Center along its southern and western borders. It has served as an athletic facility since first being developed in the 1930s. Facilities include the athletic field, running track, field house, spectator seating, field lights, a parking lot, and central entrance. The site is constrained by ledge and slope on several sides. Bertram Field has been providing the North Shore with a unique site

for outdoor athletic events for over one hundred years. Bertram Field is used in the fall and spring by:

- The Salem High School Varsity field sports programs
- The Salem High School Junior Varsity field sports programs
- Salem High School Marching Band
- Salem Youth Field Sports Program
- Collins Middle School Physical Education
- Parks and Recreation Summer Program
- Residents

There are approximately 100 events, not including training, scheduled at the field during the fall and spring seasons. Bertram Field is maintained and administered by the Salem School Facilities Department (SSFD). The funding and revenue management is a collaboration between the City of Salem and the SSFD.

3.2 FACILITIES & CONDITIONS

3.2.1 FACILITIES

Field and Running Track

The synthetic field surface and expanded, regulation size running track were completed in 2013. The track's resilient surface is being installed in the spring of 2014.

Field House

A 2013 study by Gray Architects was completed and then another study in 2016. Both studies are attached.

Spectator Seating

The facility includes seating for up to 5,000 spectators on a set of bleachers on the western side of the field. These stands were constructed in 1992 and are considered to be in adequate condition. An eastern set of stands, with a capacity of approximately 2,300, was removed in 2013 to make way for expansion of the running track.

Lighting

Field lights consist of four posts with a total of 48 lamps that were recently replaced. The southwestern post has been replaced.

Parking

A 57-space parking lot, adjacent to the field's entrance, is used by Collins Middle School teachers and staff during the school day. During major events at Bertram Field, attendees park in this lot and in the surrounding neighborhood.

Entrance

The main entrance to Bertram Field consists of a chain-link fence with a vehicle gate, two pedestrian gates, and two ticket booths.

Storage

Bertram Field lacks storage facilities. Prior to Phase I renovations, athletic equipment and field maintenance supplies were kept in two 10' by 40' storage containers. Because the containers were dilapidated, they were disposed of during the recent field renovations.

Concessions

Bertram Field lacks concession facilities. Until recently, concession services were housed in a roughly 8' by 14' trailer that was in very poor condition. Since the trailer's removal from the site, concessions are sold under an event tent in the trailer's former location.

Environmental

A Licensed Site Professional oversaw the disposal of 6,077 tons of unsuitable soil during Phase I renovations. A final Response Action Outcome, submitted to MassDEP in September 2013, is included. The site does not have an Activity and Use Limitation.



Existing Field House

3.2.2 CONDITIONS

The locker facilities were constructed in the 1930's. In 2012 the City Council approved funding for the renovation of the field and the City also received a PARC grant from the state. A complete renovation of the field complex was completed in the summer of 2013, adding a new turf field, 6 lane running track, scoreboard and new flagpole. The visitor's grandstand was removed. Neither the press box nor the locker rooms were renovated. The existing locker/amenities building (2650 sq. ft.) has home and visitor locker and bathrooms, an official's area, some storage, and public restrooms. The existing building is severely deteriorated and the cost of upgrades would likely trigger full compliance with all codes. The exterior walls are composed of concrete masonry units with painter stucco finish on the exterior and painted interior. Several locations on the exterior the paint and stucco has deteriorated as well as the back-up masonry. The existing roof is tar and gravel built up roof over a wood deck. The roof may be over 30 years old and has indications of many repairs over the years. There are several leaks into the existing facility.

The existing 180,000 btu/hr gas-fired furnace is very old and is no longer functioning. There is no ventilation air provided to the building and the ductwork is not to code. This building has two electric services one for the team locker room and one for the sports field flood lights. Sports field flood light service has no utilization within the team locker room facility. Sports field flood light electric service is 480/277V 3 phase, 4 Wire, 200A fed from a 75-kVA pole mount transformer with overhead service cables and pipe. Team Room Locker facility electric service is 240/120V, 1 phase 3 wire, 200A with individually metered overhead service cables. Main service entrance Panel is located in a corner closet. Water was present in the closet creating a

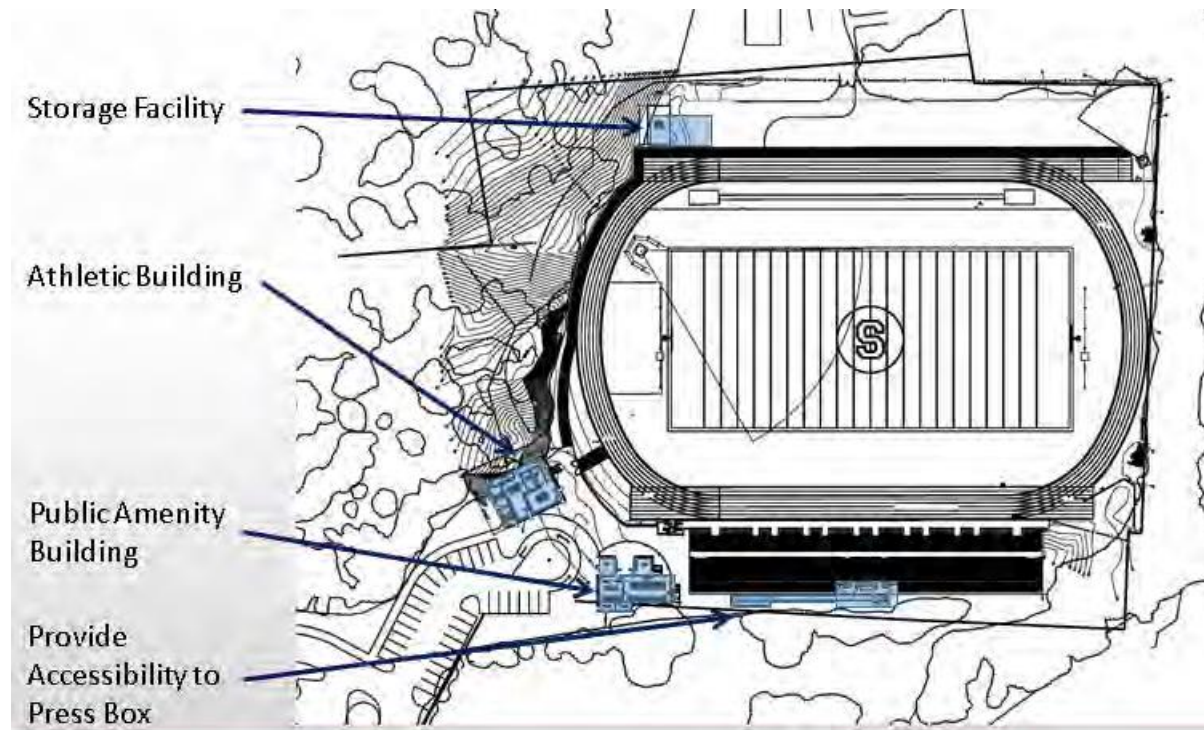
hazardous condition. The current wiring system of branch circuits is done with BX & MC cables above ceiling areas and inside walls, and with occasional piped circuits where exposed. The building does not have Fire Alarm System except few individual Smoke Detectors. Existing lighting and emergency/exit system is old, and inefficient with worn out lenses, ballasts, lamps etc. with inadequate switching. Emergency/exit system coverage is inadequate.

3.3 STATUS

The City hired a consultant, Beacon Architectural Associates, who conducted an initial study and program for a new facility. Beacon Architectural Associates worked with a stakeholder group to come up with the initial program for the site. Stakeholders including representatives of Park & Recreation, School Department, Planning, Building, as well as coaches and other interested parties. They determined there was a need for four buildings with the associated programming:

- Athletics Building – Including locker rooms, coaches, and first aid. – estimated 2290 sq. ft.
- Public Amenity Building – Including public restrooms, concessions, officials space, storage, and tickets – estimated 5000 sq. ft.
- Storage Facility – To store turf maintenance equipment and athletic equipment – estimated 700 sq. ft.
- A new accessible press box. This would include a ramp and a small elevator. – estimated 1150 sq. ft.

The specific program for these buildings and layout is attached in the study (Attachment F). However, the next phase of design will confirm these programmatic needs. The program is unlikely to change significantly. The layout and exact design of the buildings and roads/pathways has not been finalized. The City will be procuring a designer to develop schematic designs, and the City will seek final funding for the entirety of the project.



3.4 IMPORTANT CONSIDERATIONS

Any team member should understand the following considerations when putting forward a proposal for this project. These are listed in no particular order.

- 1) The project must meet tight budget constraints, while meeting several programmatic needs among various users even during construction. It is important that all funding sources and fundraising opportunities are supported.
- 2) The program is developed based upon a variance for plumbing code for the number of public plumbing fixtures. This variance will need to be approved. If it is not, the project will be significantly affected.
- 3) The goal of this project is to be zero net energy for the site. The minimum requirements are for it to meet 20% above current energy code and receive all applicable utility incentives.
- 4) The existing press box does not meet accessibility code. Determining cost effective alternatives to meet code is important, or developing a strategy with MCAD for phasing.
- 5) The existing site is very constrained, and the designer must be able to provide alternatives that meet the program.
- 6) There has been a significant amount of construction at the field and at NSMC for several years. Working with the neighbors and the City to mitigate the impact of more construction is important.
- 7) The new facility will need a structure of operations, oversight and maintenance. The designer must work with the City to propose a solution for the new facility and design the facility to meet that solution.

- 8) There is a stakeholder group of various coaches and other interested parties. Designers must be familiar with the needs and issues pertaining to athletic facilities.
- 9) Transportation, access, and parking will all need to be part of the scope. There is limited parking at the site, and the existing access and parking will need to be updated to code and alternative transportation options will need to be integrated.
- 10) The Director of Capital Projects and Municipal Operations, or their designee, will coordinate with the designer to work with all City Departments. Designers should ensure all communication from their staff and subconsultants is coordinated and communicated effectively.



3.5 EXISTING INFORMATION

- Site and Photos in Attachment A
- 2013 Gray Architects Field House Renovation Study, included in Attachment B
- Geotechnical Services, Inc.'s March 26, 2013 Geotechnical Investigation Report, included in Attachment C.
- Cooperstown Environmental's September 2013 Release Abatement Measure (RAM) Plan and Response Action Outcome (RAO) Statement, included in Attachment D.
- Huntress Associates May 29, 2013 100% Construction Documents for: Bertram Field Site Improvements, included in Attachment E.
- 2016 Beacon Hill Associates Phase 2 Study in Attachment G

3.6SCOPE OF WORK

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

3.6.1 TASK 1: CONFIRM PROGRAM, LAYOUT, AND PREFERRED ALTERNATIVE

3.6.1.1 Purpose: The purpose of this phase is to gather all relevant information, develop a plan to move forward, gather any additional information needed, finalize program, and then develop alternatives. There has been considerable work conducted, so the purpose is to bring that work to consensus quickly.

3.6.1.2 Goal: Develop consensus solution to move into Schematic Design and to develop realistic budget and schedule.

3.6.1.3 Scope of Services Task 1a - Project Definition

At the outset of the study, the designer will develop the following:

- 1) A statement of understanding of the vision, regulations and goals for the project.
- 2) Review and summarize existing documentation, studies, initial observations, and identify additional information or investigation needed.
- 3) A preliminary budget for the Bertram Phase II Renovation project, based upon the existing ECC, which includes all remaining designer service, contingencies, testing and other work, Owner's Project Management consultants, permits, and any other fees or costs associated with the project.
- 4) A projection of the project schedule and timeline to include Study, Design, Bid and Construction through occupancy.
- 5) Org chart of all team members and stakeholders

3.6.1.4 Scope of Services Task 1b – Data Collection and Analysis

During this phase, the emphasis will be on collecting and analyzing data which will inform the different alternatives being considered.

Scope of Services:

- 1) Survey: Conduct a full survey of the site, including areas adjacent to the park. Please see attached area to be surveyed in attachment A. This survey shall include property lines and utilities. Topographical survey of portion of the site including (last half of Powder house Lane and a small portion of Bertuccio Ave.) and existing conditions plan drafted on ACAD including: spot elevations, surface indication of utilities, inverts and pipe sizes of drain and sewer structures, water lines, gas lines and underground electric lines, if any, will be shown from surface indications and record information Individual trees of 6" or greater caliper set apart should be mapped but wooded areas will be outlined without the location of specific trees. All buildings, walkways, pavement, parking lines, signs, bleachers, track, light poles, ledge outcroppings, and other significant features should be located.

- 2) Review and confirm existing issues with the site and any permitting or regulatory issues.
- 3) Review existing preliminary program, budgets, technical reports and general project background. Identify additional information, analysis, and specialized information needed to proceed with the program development. The architectural team will confirm preliminary programmed spaces, provide an analysis of the program, including size, regulations, future trends, and spatial adjacencies to develop: a preliminary tabular program of net square feet with net to gross ratio, typical room layout and adjacency diagrams, utilization analysis, and licensing & technical requirements.
 - i. Note: The program is not expected to change significantly, however, the codes affects two parts significantly: the number of bathrooms and the press box. The Designer must develop a solution that meets program, code and budget.
- 4) Review similar projects and compare program, costs, and approach.
- 5) Develop Sustainability approach for the project:
 - ii. **Minimum requirements** are for this project to meet the Massachusetts Stretch Code, and qualify and receive utility incentives.
 - iii. The team must analyze other certifications systems (i.e. PassiveHouse and LEED Gold requirements) for compatibility. Determine best approach to achieving zero net energy. This shall be the preferred alternative for further development.
- 6) Cost: Document order of magnitude construction and operating cost estimates.
- 7) Schedule: Preliminary schedule from design through occupancy.
- 8) List required permits and associated regulatory agency reviews which can potentially impact project schedule.
- 9) Initial Fundraising Plan/Options
- 10) Documentation of process and information needed to assess Operation and Maintenance Costs and Development of Plan

3.6.1.5 Scope of Services Task 1c: Alternatives

Development and testing of several solutions, with a minimum of 3 viable alternatives that will be more fully developed. These alternatives will explore options that meet the program, site constraints, and code considerations as determined in previous phases. These will also explore various levels of sustainability. Costs comparisons should include first cost and operating cost.

- a) Site Layout: Based upon the previous study, input from stakeholders, and the survey, explore options for building locations and circulation.
- b) Construction scenarios: Present pros and cons analysis regarding cost, construction schedule, sustainability, and constructability.
- c) Cost:
 - i. Develop order of magnitude cost estimates for each option to facilitate informed decision-making.
 - ii. Should alternatives track higher than the established budget allows, develop options for scope & program re-evaluation. Explore options for other funding such as utility incentives, grants, and other sources.

- iii. Verify the project can be built and operated for the target budget as established by the City of Salem.
- d) Schedule: Update the preliminary schedule from design through occupancy incorporating any new applicable information; include an updated permitting analysis.

3.6.1.6 Scope of Services Task 1d - Global Workshop

A Global Workshop will take place at an agreed-upon point to solicit input and feedback on project development; ideally just prior to the selection of a preferred alternative. This workshop will be led by the designer and will take place in Salem where project participants and interested parties will be given a chance to comment on the alternatives with the goal of a recommendation for the site and building concept to be further developed.

3.6.1.7 Scope of Services Task 1e - Draft and Final Report

The designer will develop a report compiling the products of Tasks 1. The final report, including an executive summary and project narrative, will be prepared and submitted for the City Council. The final report shall consist of: executive summary, project justification, finalized program in narrative and tabular form, initial layout/drawings, M/E/P and site narratives, code analysis, finalized sustainable design approach (LEED, Living Building, etc.), energy model showing projected compliance, a cost narrative, operating cost analysis and cost estimate, and a proposed project schedule. Cost narrative and detailed cost estimate in Unifomat II and an estimated building operation cost analysis. Costs shall include: ECC and all other costs such as, Bonds, Overhead & Profit, Testing, Permitting, temporary facilities, design, commissioning, LEED, etc. Included in an appendix will be the following:

- Alternative Solutions
- Meeting Minutes & relevant project correspondence
- Technical Reports
- Regulatory documents and correspondence
- Supplemental Photos

3.6.1.8 Meetings

In general, the designer should plan on weekly conference call coordination meetings with key staff and the City during all of Task 1. The Designer must organize and take minutes for these. The Designer should plan on a least one in person meeting for Task 1a for introductions (all key staff and subs should plan to attend), at least 2 meetings for Task 1b, at least 2 meetings for task 1c (including stakeholders), and Task 1e, at least 1 in person meeting to go over draft.

3.6.2 TASK 2: SCHEMATIC DESIGN

3.6.2.1 Purpose: The purpose of this phase is to finalize details of the preferred option, noting any design details that can be further elaborated during design development. At the end of this phase, the City must have a strong cost estimate, including all costs, to use for seeking grants, City Council Approval, and other funding sources.

3.6.2.2 Goal: Provide a Schematic Design, report, cost, budget. Level of schematic design is dependent upon the designers' scope of services.

3.6.2.3 Overview: Based tasks 1 a-c and the Global Workshop, this task involves the development (schematic design level) of the preferred option (inclusive of the building and the site). At the beginning of the task the team should provide:

- Anticipated design Schedule including major milestones, progress reports, meetings, etc.
- List of tasks needed during design phases
- List of expected drawings needed for design phase
- List of relevant specification sections
- Updated Schedule for SD Phase
- Quality Control process for design
- Updated Work Plan (See Task 1a)
- Relevant LEED, PassiveHouse, Utility Incentive checklist

3.6.2.4 Scope of work should include a draft and final schematic design and associated report and should include, but not be limited to:

- 1) Task 2a Program:
 - i. Finalization of tabular program listing all programmed spaces;
 - ii. Finalization of site circulation and documentation that licensing requirements have been met.
 - iii. Finalization of room data sheets and detailed information about the requirements of each space inclusive of finishes that are VOC-free.
- 2) Task 2b Schematic Design
 - i. A design narrative and a schematic level architectural design set including: site plan, floor plan(s), elevations, interior perspective, and building section; systems equipment list and performance requirements; M/E/P + FP narrative; site narrative and outline specifications.
 - ii. Detailed review of applicable codes, permits and accessibility. Demonstrate compliance.
 - iii. Sustainable design approach including: energy and water use estimates, EO484 compliance, and LEED [silver] checklist.
 - iv. If applicable, preliminary energy model. Determination of systems to perform an Life Cycle Cost Analysis (LCCA). Performance of applicable LCCA.
- 3) Task 2c Cost:

- a. Cost narrative and detailed cost estimate in Unifomat II and an estimated building operation cost analysis. Costs shall include: ECC and all other costs such as, Bonds, Overhead& Profit, Testing, Permitting, temporary facilities, design, commissioning, LEED, etc. Cost Estimate shall be in Level 2 of Unifomat II Clarifications.
 - b. Initial O&M costs. Operation and Maintenance should not just include the new buildings, but the whole complex.
- 4) Task 2d Schedule: Project Schedule through Design, Bid, Construction and Occupancy.
- 5) Task 2d Funding Options: The designer must further explore options by reviewing other cities and towns. for the development of funding streams, including:
 - Grants
 - Foundations
 - Operating Revenue
- 6) Full Proposal (Task 2e) for Tasks 3-6.

3.6.2.5 Meetings

In general, the designer should plan on weekly conference call coordination meetings with key staff and the City during all of Task 2. The Designer must organize and take minutes for these. The Designer should plan on a least one in person meeting for Task 1a, at least 3 in person meetings for Task 1b, and biweekly meetings for Tasks 1c-e, with relevant staff available.

Important Notes:

- 1. The City of Salem reserves the right to evaluate the performance of the designer during Tasks 1-2. The City reserves the right to proceed with the selected designer into the next phases pending successful completion of Tasks 1 and 2 and allocation of funding for the next phases from the city of Salem or other entities. If the City decides to proceed into Phase 3-6, then the fee for those will be negotiated separately and a new task order will be issued.*
- 2. The City of Salem will hire and Owner's Project Representative, as required by law. The designer will be required to coordinate with the OPR at all times and during all phases, to ensure that there is a successful project, with no overlap or duplication of work.*
- 3. The City of Salem and the Proposer shall cooperate in maintaining good public relations throughout the period of the project. All announcements including, but not limited to, press releases, mailings, flyers, web site information, and so forth shall be submitted to the City for review and approval before distribution to the public.*

3.6.3 TASK 3: DESIGN DEVELOPMENT

3.6.3.1 Purpose: Development of draft design and specifications in order to flush out the details of the project layout, systems, and other components. This should include final cost, schedule, and phasing that meets the budget.

3.6.3.2 Goal: Approved 75% drawings ready for CD and bidding phase. Full consensus on details of construction materials and components and schedule.

3.6.3.3 Overview: At the beginning of the task the team should provide:

- a) Updated schedule including major milestones, progress reports, meetings, etc.
- b) List of tasks needed during design phases
- c) List of Expected Drawings needed for design phase
- d) List of relevant specification sections
- e) Updated Schedule for DD Phase
- f) Updated Work Plan (See Task 1a)

3.6.3.4 Scope of Services

- 50% draft design documents and bid specifications (2 sets of plans and specifications, one electronic)
- Design shall include:
 - Site Plans
 - Landscape
 - Architectural
 - Structural
 - Fire Protection
 - Plumbing
 - HVAC
 - Electrical
- Specifications
- Code analysis
- Commissioning Plan
- Maintenance Plan
- Product/Finishes
- Life Cycle Cost Analysis for major energy and water using systems. The LCCA should be based upon 20 years.
- Cost Estimate

- The Designer should plan on biweekly meetings, and weekly conference calls. The Designer will be responsible for coordinating with the Director for the agenda of meetings, and to provide minutes for each meeting.
- City will review and provide comments these draft designs. The City will approve the designs.
- Submittal of 75% design development documents incorporating comments
- Designer shall provide 3 bound hardcopy sets of the 75% construction documents to the City and an electronic copy of the package.
- Unless otherwise noted, all permits and approvals will be the responsibility of the designer.
- All permitting should be completed, as applicable, during this phase.
- The Designer is also expected to assist the City in fundraising for this project, which may include assistance with grants and presentations.
- Provide initial Operations and Maintenance plan
 - Designer will need to work with the various departments to develop a plan for operating and maintaining the site, including roles and responsibilities
 - The O&M costs should be more fully developed
 - Develop training protocol for new building/systems

3.6.4 TASK 4: CONSTRUCTION DOCUMENTS AND BID SPECIFICATIONS

3.6.4.1 Purpose: Development of construction documentation and specifications for bidding under Chapter 149 and other relevant laws, finalization of all plans, schedules, and costs.

3.6.4.2 Goal: 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.

3.3.3.1 Overview: At the beginning of the task the team should provide:

- g) Updated schedule including major milestones, progress reports, meetings, etc.
- a) List of tasks needed during design phases
- b) List of Expected Drawings needed for design phase
- c) List of relevant specification sections
- d) Updated Schedule for DD Phase
- e) Updated Work Plan (See Task 1a)
- f) Relevant LEED, PassiveHouse, Utility Incentive checklist

3.6.4.3 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)
 - See list of drawings and specifications in DD
- City will review and provide comments these draft designs.
- Revisions to construction documents and bid specifications.
- The City will approve the designs.
- 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 utility incentives are applied for.
- Designer will ensure that the project meets the criteria for LEED or other sustainability building system that was agreed to. Designer is responsible for all administrative costs associated with these
- Biweekly meetings and weekly conference calls. Designer shall coordinate with the city on the schedule and agenda for the meetings. Designer shall take minutes.
- Final Commissioning/Training and O&M Plan
- Quality Control Documentation
- Testing Results and Environmental Assessments incorporated.

3.6.5 TASK 5: BID REVIEW ASSISTANCE

3.6.5.1 Purpose: Competitively bid construction phase of project following Chapter 149 and other laws.

3.6.5.2 Goal: Achieve several competitive bids and filed sub-bids from qualified firms. Ensure fair and open process.

3.6.5.3 Overview: This task is in close coordination with the Director and the Procurement Officer for the City of Salem. This task is typically conducted as needed.

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

- Designer will attend any pre-bid conference/site visit that is required and prepare minutes
- Designer will respond to questions from bidders as needed
- Designer will assist in evaluation the lowest qualified bidder
- Designer will prepare addenda as needed
- Attend the filed sub bid and general bid openings
- Advise the City on any potential protests

- Designer will invoice the City no later than 30 business days after the contractor has been selected.

3.6.6 TASK 6: CONSTRUCTION OVERSIGHT

3.6.6.1 Purpose: Oversee construction to ensure that facility is built to design and specifications. Assist owner in ensuring compliance with project requirements and permits as needed.

3.6.6.2 Goal: Project is built on time and budget, ensuring quality.

3.6.6.3 Overview: This task is in close coordination with the OPM and the Contractor (s). This task is typically conducted as needed.

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

This Scope of Services shall be more fully developed during the SD phase.

- Designer will conduct site visits in the fields as required and at a minimum of the following: at the start of construction, 10 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.
- The Designer shall reject all Contractor substitutions or equals not named in the specification unless the Contractor provided sufficient data
- The Designer, as applicable, shall inspect the mock-up samples provided.
- As Built Drawings
- Designer to review all tests to determine compliance.
- Commissioning. Review and coordinate plan and oversee Contractor.
- Review of Contractor schedules
- Develop, in coordination with OPR and City, a monetized punchlist.
- Review and respond to all change orders.
- 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 assist in development of training.
- Designer shall review and accept HVAC, Structural Engineer, LEED documentation, and utility rebate submittals and approvals.
- Certify the Design from a Registered Designer
- Designer shall invoice the City within seven days after the receipt of the certification of final inspection by the City Director.

3.7 PROJECT FEE

The City has established a not to exceed fee of \$100,000 for Tasks 1(a through e) and 2.

Project fees must be provided for Task One (1) and Two (2) tasks as described in the form, and broken down by task and subtask. Fees shown shall include all costs and expenses (copying, mileage, photographs, graphic design, poster boards, etc.) to complete the scope of services defined above.

Consultants must also provide a list of all persons assigned to tasks, their hourly rates, and estimated hours dedicated to tasks. Reimbursables requested or needed in the Scope of Services for Task 1 and 2 should be included in the Proposer's fee, but separated out as a line item expense. Additional optional reimbursables (not included in the fee) should be clearly separated out and labeled.

The project fee must be submitted in a separately sealed envelope. There should be no reference in the Non-Price proposal to the price proposal.

3.8 ANTICIPATED PROJECT SCHEDULE

Task	Proposed Duration (subject to change)	Date	Notes
Issue RFQ		Sept. 20, 2017	
Pre-Proposal Meeting	2 weeks	October 3, 2017	10 AM
Questions	2.5 weeks	Oct. 30, 2017	
RFQ Proposals Due	1.5 weeks	November 8, 2017	11 AM
Interviews	2-3 Weeks	Week of Nov. 27 or Dec. 1	Estimated Dates

City of Salem Massachusetts RFQ T-11 - Designer Services for Bertram Field Phase 2

DSC Recommendation	2 Weeks	Dec. 13, 2017	Estimated
Contract	4 Weeks	Jan. 8, 2018	Estimated
subtotal	15-16 Weeks		
NTP		Jan. 9, 2018	Estimated
Task 1a: Project Definition	2 weeks	Jan. 23, 2018	Estimated
Task 1b: Data Collection	4 weeks	Jan. – Feb. 2018	Survey may need to move to Spring
Task 1c: Alternatives	3 weeks	Feb. - March 2018	
Task 1d: Global Workshop	1 week	March 2018	
Task 1e: Final Consensus Design & Report inc. Cost Estimate	2 weeks	April 2018	
Task 2- Schematic Design	2 months	April/May 2018	
Subtotal	5 M		
Task 3 – Design Development	3 months		
Task 4 – Construction Documents	3 months		
Task 5 – Bid Review Assistance	1 month		
Task 6 – Construction Oversight	1 year		Depends on project phasing

3.9 TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS

The City requires that each Consultant submit in separate sealed envelopes a non-price proposal and price proposal based on the following requirements. In an effort to reduce waste, we ask that applications be double sided, except for maps and graphics, and held together with a binder clip. Please do not use binders or other office supplies to package the application.

- ☐ **SUBMISSION CHECKLIST**
- ☐ **FIVE COPIES OF TECHNICAL PROPOSAL (1 ORIGINAL, 3 COPIES, 1 ELECTRONIC)**

3.9.1 CERTIFICATIONS

- ☐ Non-Collusion
- ☐ Tax Compliance
- ☐ Corporate Bidder
- ☐ Standard Designer Selection Form from Designer Selection Board - see <http://www.mass.gov/anf/docs/dsb/forms/14-6-10-cities-towns-application.pdf>

3.9.2 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.

3.9.3 NARRATIVE

Please provide the following proposal submittal:

3.9.3.1 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, history, size, and structure.
- ☐ 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.

- ☐ Identification and resumes of the Principal in Charge, Project Manager, and other key personnel.
- ☐ Identify those member(s) of the proposed design team who will be responsible for the following categories of work: (Firm's name, individual's name and professional registration or license number, as applicable, must be listed in the application for each category of work below. Submit resume of primary person assigned.

Please identify which firms are certified with the Commonwealth's Supplier Diversity Office, and which certification: Minority Owned Businesses (MBE), Women Owned Businesses (WBE), Veteran Owned Businesses (VBE), Service-Disabled Veteran (SDVOBE) businesses and Lesbian, Gay, Bisexual and Transgender Businesses (LGBTBE) and Disability-Owned Businesses (DOBE).

- 1) Architecture*
- 2) Structural Engineering
- 3) MEP*
- 4) Commissioning*
- 5) Civil
- 6) Landscape
- 7) Survey
- 8) Fire Protection
- 9) Cost Estimating*
- 10) Specifications Writer
- 11) Sustainability (i.e. LEED AP or other) *
- 12) Operations and Maintenance

**firms with stars must have experience in renewables, high efficiency, and/or zero net energy systems.*

- ☐ At least three (3) work samples that correlate with professional references and are of a similar type of project (athletic facility). City or Town/State, year project completed and a brief description of the project.
- ☐ At least three (3) professional references where work of a similar scope and scale has been completed (municipal or Commonwealth 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.

3.9.3.2 Part II- Project Approach

- ☐ A narrative which includes a description of the Consultant's approach to the project including but not limited to an approach to each Task of the project as outline above. The Proposer is encouraged to develop a more detailed scope of services that meets the goals of the project.

- Provide your approach to each Task (1-5), with significant detail for Task 1 and 2.

3.9.3.3 Part III - Schedule

- ☐ The Consultant should submit a schedule as related to the tasks outlined in the Scope of Services. There is an estimated schedule in Section V. Proposers are encouraged to review that schedule and provide a detailed schedule for Tasks 1 and 2. Proposers are should provide feedback on the remaining schedule. The Proposers may suggest variations to the schedule and the sequence of tasks to meet the goal of producing designs, cost estimates, and schedule at a sufficient level to submit to City Council in May.

3.9.3.4 City Resources

- ☐ A list of the resources, 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.

3.9.3.5 Important Considerations

- ☐ Describe how your firm and the team of consultants will address each of the issues and considerations raised in Section 3.4.

3.9.3.6 Affirmative Action Plan

- ☐ Please provide your firm's affirmative action plan and/or detail how your firm encourages diversity in its personnel and/or its purchasing.

3.9.4 Price Proposal

- ☐ See Sec. 3.7 for more information. This must be separately sealed, 5 copies, as detailed above. It must include a breakdown of cost for Task 1 (a-e) and 2 (a-e), detailed by subtask, reimbursable, etc. This must also include project team members and rates and any overhead for subconsultants.

4 EVALUATION AND SELECTION CRITERIA

4.1 MINIMUM REQUIREMENTS

All participants must meet the following minimum requirements:

	Yes	No
1. Proposer must submit a complete application in accordance with RFP <i>Section 3.9 Technical Proposal Submittal Requirements including, but not limited to, Certifications,</i>		
2. Architect (s) and any participating engineers must be licensed and registered in Massachusetts.		
3. Proposer and/or firm must include professionals as listed in Section 3.9.3.1.		
4. Must have at least five (5) years' experience in similar projects and services.		
5. Price Proposal must be provided, separately sealed.		

4.2 EVALUATION CRITERIA

Quality and Depth of Relevant Project Experience

<i>Highly Advantageous</i>	The proposal demonstrates experience in design services (study through construction administration) on several comparable projects (over 3), such as athletics and over 3 Massachusetts public projects bid under Chapter 149. The proposal demonstrates experience with projects in the City of Salem.
<i>Advantageous</i>	The proposal demonstrates experience in design on at least 2 comparable projects and has experience in at least 3 comparably sized Chapter 149 building projects.
<i>Not Advantageous</i>	The proposal does not demonstrate experience in design for comparable

	projects. The design team has little to no experience in Chapter 149 projects of a comparable size.
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Planned 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 includes a clear, concise, innovative, and efficient approach to addressing all elements of the Scope of Services within a defined time period and provides a strong understanding of the Scope of Services. The proposal provides more detail to the services.
<i>Advantageous</i>	The proposal includes a credible approach to addressing all elements of the Scope of Services within a defined time period and provides an understanding of the Scope of Services.
<i>Not Advantageous</i>	The proposal is not sufficiently clear to fully evaluate, or does not contain components necessary to addressing all elements of the Scope of Services.

Sustainable Building, fund development, and experience with complicated scheduling, community concerns.

<i>Highly Advantageous</i>	The proposal demonstrates experience in leading complicated projects and with sustainability on several (over 3) comparable projects. The proposal and team demonstrate experience developing consensus solutions for design. The proposal demonstrates the ability to develop zero net energy or other high efficiency projects on budget. The proposal and team demonstrate a strong ability to work with the community and neighbors to address concerns related to construction. The team demonstrates experience with the fund developments and campaigns.
<i>Advantageous</i>	The proposal demonstrates experience in leading complicated projects and with sustainability on at least two comparable projects. The proposal and team demonstrate experience developing consensus solutions for design. The proposal and team demonstrate the ability to work with the community and neighbors to address concerns related to construction.
<i>Not Advantageous</i>	The proposal does not sufficiently demonstrate experience in these areas.

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
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	an “on-time” and on budget quality 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>	At least 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 interviews by the Designer Selection Committee.

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

The Designer Selection Committee will open the price proposal of the top ranked firm and make a recommendation of award to the Mayor, subject to satisfactory negotiations of the plan of services. If the Mayor, or designee, is unable to negotiate a contract and fee with the top ranked finalist, the Mayor, or their designee will then commence negotiations with the next ranked finalist, and so on, until a contract is successfully negotiation and approved by the City.

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
- Availability and Responsiveness
- 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 (June 30, 2017).

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 of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

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

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

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

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

5.5 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.

6.0 ATTACHMENTS (SEPERATELY POSTED)

- Attachment A: Site and Photos
- Attachment B: 2013 Gray Architects Field House Renovation Study
- Attachment C: Geotechnical Services, Inc.'s March 26, 2013 Geotechnical Investigation Report
- Attachment D: Cooperstown Environmental's September 2013 Release Abatement Measure (RAM) Plan and Response Action Outcome (RAO) Statement.

- Attachment E: Huntress Associates May 29, 2013 100% Construction Documents for:
Bertram Field Site Improvements
- Attachment G: 2016 Beacon Hill Associates Phase 2 Study

SAMPLE CONTRACT
