

City of Salem, Massachusetts



Request for Proposals
#T-17

**Design & Consulting Services for
Palmer Cove Park Renovation**

November 22, 2017

PROPOSALS DUE:

Wednesday December 13, 2017 at 11:00 AM

*Late proposals will be rejected



Yeimi Colon
Acting Purchasing Agent
93 Washington Street, 2nd Floor
Salem, MA 01970
whaskell@salem.com
(978) 619-5695

**City of Salem
Legal Notice
Request for Qualifications #T-17**

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 December 13, 2017** at which time and place they will be opened for the following:

**Design & Consulting Services for
Palmer Cove Park Renovation**

The contract award is made by the designated Purchasing Agent. 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 November 22, 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 Tuesday November 28, 2017** at Palmer Cove, 30 Leavitt Street Salem.

The Designer's fee shall not exceed fifty thousand dollars (\$26,000.00) for all phases.

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,

**PALMER COVE
#T-17
COVER SHEET**

Proposer:	<hr/>			
Street Address:	<hr/>	<hr/>	<hr/>	<hr/>
	(Number and Street)	(City)	(State)	(Zip)
Taxpayer Identification No:	<hr/>		<hr/>	
	(Social Security Number)		(Federal Identification Number)	
Contact Name:	<hr/>			
Telephone:	<hr/>			
Email Address:	<hr/>			
Fax:	<hr/>			
Authorized Signature:	<hr/>			
Name:	<hr/>			
Title:	<hr/>			
Date:	<hr/>			

**PALMER COVE
#T-17
CHECKLIST**

Submissions:

	Yes	No
1. Cover Sheet		
2. Proposer's Checklist (this sheet)		
3. Certifications		
• Non-Collusion		
• Tax Compliance		
• Certificate of Corporate Bidder		
4. Submittal – See Section 3.6		
5. Price Proposal		
5. Acknowledgement of Addenda: _____ (if applicable) #’s		

**REQUEST FOR PROPOSALS
#T-17
PALMER COVE
PRICE PROPOSALS**

Proposer agrees to perform the scope of services described herein for the following total price.

\$ _____
(figures)

_____ DOLLARS AND _____

_____ CENTS.
(written)

The total price above is further broken down by Task below (may attach spreadsheet) Tasks #1-4 must not exceed \$26,000. Tasks #1 Add Alternate would be in addition.

Task	Fixed Fee Per Task	Cost Breakdown for Fee - Hourly Rate for each staff person assigned to task and estimated hours needed for work. If reimbursable or subconsultant expense, please provide cost and markup.
#1: Existing Conditions		
#1 Add Alternate (Optional): Soil or Site Survey		
#2: Baseball Field Analysis		
#3: Community Outreach		
#4: Draft & Final Concept Plan		

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NAME (PRINTED)

DATE

**PALMER COVE
#T-17
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 Proposer)

(Federal Tax Identification or Social Security Number)

(Date)

PART 1. GENERAL INFORMATION

1.1 PROCUREMENT DESCRIPTION

The City of Salem is seeking proposals from qualified designers and consultants to assist in the creation of a concept plan for Palmer Cove Park 30 Leavitt Street, Salem, MA.

The work must be scope of services identified herein must be complete no later than March 31, 2018.

The City has established a budget not-to-exceed twenty-six thousand dollars (\$26,000).

1.2 APPROVAL

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

1.3 INCORPORATION BY REFERENCE

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

1.4 TIME FOR AWARD

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

1.5 RIGHT TO CANCEL/REJECT

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

1.6 TAXATION

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

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

1.7 OBTAINING THE REQUEST FOR QUALIFICATIONS

The RFP shall be available beginning November 22, 2017.

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

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

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

1.8 PRE-PROPOSAL BRIEFING SESSION

A pre-proposal briefing session will take place at **1:00 PM November 28, 2017**, 30 Leavitt Street Salem MA. Please meet in parking lot near basketball court.

PART 2. INSTRUCTIONS TO PROPOSERS

2.1 REQUIREMENTS AND SUBMISSIONS

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

2.1.1 PROPOSAL COMPONENTS

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

☐ **NON-COLLUSION FORM**

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

☐ **TAX COMPLIANCE FORM**

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

☐ **CORPORATE BIDDER FORM**

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

☐ **SUBMITTALS**

1. Cover Letter-Include a statement of interest, the signatory's authority to bind the consultant.
2. Project Narrative – Please respond to the questions under Submittal Requirements, Section 3.6.
3. Price Proposal – Please fill out the Price Proposal form.

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 **Wednesday December 13, 2017 at 11:00 AM.**

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

2.2.2 ADDRESS

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

Facsimile and email submissions will not be accepted.

2.2.3 HOURS OF OPERATION

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

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

2.2.4 COPIES

Proposers must submit **three (3)** copies of the proposal: 1 original, 1 copy, and 1 electronic.

2.2.5 LABELING

Each proposal shall be labeled with (1) the proposal number and title, (2) the proposal due date, (3) the name of the proposer.

2.3 SIGNATURES

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

2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.4.1 QUESTIONS

Questions concerning this RFP must be submitted in writing to: Yeimi Colon at ycolon@salem.com at least five (5) days prior to the bid opening date. Written responses will be e-mailed to all bidders on record as having picked up the RFP and posted.

2.4.2 CHANGES

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

2.4.3 MODIFICATIONS AND WITHDRAWALS

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

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

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

2.5 UNFORESEEN OFFICE CLOSURES

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

PART 3. SCOPE OF SERVICES

3.1 INTRODUCTION

The City of Salem received a grant for Palmer Cove from the Community Preservation Committee (Please see Attachment A for letter and requirements). The City seeks the services of a landscape architect to perform existing conditions, analysis, and development of a concept plan. The City also seeks services to conduct an integrative and coordinated approach to community input designed in particular for the neighborhoods that the park serves.

Pending approval of funding for final design and construction and satisfactory completion of the concept plan, the City reserves the right to negotiate further contract services with the selected Proposer.

3.2 BACKGROUND

Palmer Cove park is at 7.2-acre park located in the Point Neighborhood of Salem, in the eastern part of the City. It is bordered by several residences, Salem Harbor, and Salem Street. It is across the road from Saltonstall School, and Salem Academy Charter is a 0.4 mile walk away. Salem Yacht Club is adjacent to the park. It is a well-used park, that is in the densest part of Salem (33 people per sq. acre versus the average of 8 people per sq. acre for Salem). Not only is it used by the neighborhood, but also the schools use it for athletics and classes. Palmer Cove baseball field was re-turfed in 2012 and the basketball courts were installed in 2013. Please see Attachment A for more information (photos, Open Space Plan 2015 sections, etc.) on the park that was submitted to the Community Preservation Committee. There have also been some upgrades to bike accommodations, See Attachment C.

There is a documented Mass DEP 21E site at the corner of Leavitt and Congress, near the park. Additional information on that report are found in the DEP website. In addition, the majority of the site is categorized as filled tidelands under Chapter 91. Attachment D has some more information.

The 2015 Open Space Master Plan and Assessment gave the park mixed grades (See Attachment A for specific sections). The basketball court is in excellent condition; however, the tennis court is in poor condition. The Plan also recommended upgrading the ballfields, in particular the dugouts, lighting, irrigation, and some of the fencing, as well as creating walking paths and accessibility upgrades. The Open Space Master Plan highlighted Palmer Cove for an upgrade, and a preliminary concept plan was developed with and without the baseball field. However, please note that there has not been any community input on this concept plan and it is viewed as a starting point for discussion only. The Seven Year Action Plan update (Section 9, Action Plan Matrix page 8) lists a prioritized park revitalization plan for Palmer Cove in 2015.

The Salem Point Neighborhood Vision and Action Plan 2013 (see link under Attachments - page 37 of report) recommends investment in the neighborhood parks, including the revitalization of Palmer Cove. This document should also serve as a good background for the Point community.



3.3 PARK LANDSCAPE DESIGN CONSIDERATIONS

The current park has a large baseball field that is in the middle of the park. There are several other uses on the park, and it ties together a neighborhood and 2 schools. The park has a successful basketball court and community garden. The new park design shall either incorporate a renovated ballpark, or it shall not include the ballpark which will be relocated.

If the ballfield remains, it needs several upgrades (dugouts, lighting, field) and other park amenities can be redesigned around it. The existing ball fields also have a significant impact on the existing park, as their footprint dominates the park. If the ballfields are moved, the designer will be assisting the City in determining the best location and cost to move the fields. This project has the potential to re-engage the neighborhood with the ocean, and the economic development along Congress Street.

Some existing considerations that should be addressed:

1. The park is the largest greenspace in that neighborhood, and needs to accommodate many uses. This park should provide recreational opportunities for uses that have high demand, but few facilities in the City.
2. The park should encourage connection between the different neighborhoods, and should be connected to the larger community. Designers are encouraged to coordinate with bicycle & pedestrian planning in the community.
3. The park is near the ocean, and should engage with that area. However, the park is also within flood zones, and should be designed to be resilient.
4. Universal design is important for this park. This park should be welcoming to all ages and abilities.
5. The existing site is filled tidelands, which will affect permitting. In addition, this site may have soils that need remediation. At this time, the City of Salem does not have existing information on the soils at this site, however, if information becomes available, we will provide it.
6. The designer must work closely with the Director of Capital Projects & Municipal Operations on this project as well as the Director of Park and Recreation. All public communication must be coordinated through them.
7. This project might be eligible for CDBG or CPA funds. The designer should be prepared to assist with those grants and meet those criteria.

3.4 SCOPE OF WORK

3.4.1 Task 1: Existing Conditions.

The designer shall review all information provided, conduct several site visits, and create an existing conditions report, that documents assets, condition of assets, current issues, and any information that exists or is needed to move forward with a renovation. This should include the cost to update existing systems that are likely to stay. Designers should assume a minimum of two on site or in person meetings, and weekly coordination calls. A map of existing wetland and other pertinent regulatory areas must be provided by the designer.

There are several plans that have been created for the City of Salem that might inform the design of the park, please see link in Attachment sections which provides access to many different plans. Of note for this park are the plans for the Point, the Open Space Plan, Salem for All Ages, and Climate Change Action plan.

Proposers are encouraged to provide soil and or survey work, as needed, under this task. Proposers do not have to include a property line or soil survey, however, designers should document all information and permitting that would be needed to move forward with the project, and be able to manage consultants who could provide those services. In addition, designers should develop the appropriate scope of testing or surveying that would be required and cost.

Optional Scope: Site or Soil Survey. If proposers feel that in order to move forward with a good concept plan they need a site or soil survey, they should provide a scope of services for both or either.

Deliverables: Draft and Final Report
Timeline: 1 Month to Draft

3.4.2 Task 2: Baseball Field Analysis

A critical part of the new design for the park rests upon whether or not the baseball field remains at the park. This decision will be made based upon the information gathered, community input, and the information on options. The current field is one of the only ones that provides an adequate layout for high school baseball, and there is a long history of games at this site. However, there are issues with balls going into the neighborhood, and it takes up a significant portion of the park. The designer shall evaluate at least two other options for a baseball field, which could include improvements to Gallows Hill or Mack Park, or an option to work with Salem State and develop a system to share fields. Costs and other factors should be considered, and a matrix developed with the pros and cons of each option, including the option to upgrade the existing park at that site. Designers should include this in the report for the existing conditions. The community outreach in Task 3 should include this analysis. The designer should assume weekly conference calls, at least one in person meeting, and at least one meeting with the stakeholders concerning the baseball. These meetings may coincide with others.

Deliverables: Draft and Final Report

Timeline: 1 Month, parts could be concurrent with existing conditions

Task 3: Community Outreach

This task may be conducted internally or a sub consultant may be brought on board. The designer must create an innovative and integrative approach to community outreach. The designer must ensure that the following groups are represented:

1. Point Neighborhood Association
2. Saltonstall School and Salem Academy Charter
3. Councilors for Ward 1 & 5 and people from the larger neighborhood surrounding the park.

The outreach plan should ensure that each of these groups are thoroughly engaged in the process, and the plan for outreach should be tailored to each group.

It is very important that the consultant or their subconsultant have strong experience working with this neighborhood. The outreach team must be bilingual (English and Spanish), and must have worked developing outreach plans for similar neighborhoods.

Included in the fee for this task must be all promotional materials, meeting materials, advertising, etc.

The City of Salem will promote the event through its various communications networks, will have staff at the community outreach events, and will review all materials used for outreach. The City will assist in finding space for events.

The City of Salem reserves the right to remove this portion of the scope, and contract out separately if the outreach team is not sufficient. The City will negotiate a small fee for coordination with their outreach consultant.

Deliverables: Community Outreach materials, at least 2 general public meetings, and at least 6 smaller meetings with community. Press materials, and all other materials needed for presentation and workshops.

Timeline: Ongoing but the Outreach/Community Engagement Plan should be completed by the end of existing conditions analysis.

Task 4: Development of Concept Plan and Cost Estimate

Based upon the tasks above, the consultant shall develop a preferred concept plan that addresses the areas noted in section 3.3 and represents community consensus. The plan shall include proposed design, layout, new equipment,

If the baseball field is moved to another site, then a preliminary plan for the new site should be developed. It is the City's intent to apply for CDBG funding during the 2018 round. The concept plan will be the basis of the CDBG grant application. Other grants should be considered. The

landscape architect will prepare the concept plan at a level of detail sufficient for the grant application. The plan will be dependent upon the decision related to a baseball field.

A cost estimate is required. The cost estimated must include prevailing wage, and all costs associated with public procurement. It should include all design and testing/permitting/survey costs, as needed. In addition, the cost estimate should include an assessment of Operation and Maintenance costs associated with the new park. Designers should assume weekly conference calls, and at least 2 in person meetings. The number of community meetings (minimum of 2), can be coordinated with other tasks.

This task may involve assistance with grant funding, such as CDBG, CPA, and other grants.

Deliverables:

Three alternative park concepts, one final park concept. Cost estimates, schedule, fee for next phases. Cost estimate must include prevailing wage, design, contingencies, all testing and permitting, bonding, etc.

Timeline: Draft Report with final concept must be completed by end of February

Important Notes: It is the intent of the City to integrate the community process with the designer services. However, the City of Salem reserves the right to remove Task 3 from the Scope of Work, and contract that work separately. The City will negotiate a small fee for coordination with the community process consultant if it so proceeds.

This concept plan is paid for by the Community Preservation Committee, please see Attachment B for information on requirements related to projects funded through that source.

The City of Salem reserves the right to negotiate the fee for future phases: final design, construction documentation, bidding support services, and construction oversight with the selected designer upon successful completion of this scope of services and upon approval of funding for the remaining phases.

3.5 TIMELINE

It is expected that the Notice to Proceed will be in early December. Designers should have all tasks, including draft preferred concept plan, but not final, by the end of February 2018. Final products should be all completed by the end of March 2018. It is important that the City receive documents in order to meet CPA and CDBG funding timelines.

3.6 SUBMITTAL

Please make sure to respond to each of these items.

- ☐ Firm name, address, and staff assigned. Please provide any relevant registration and/or license numbers.
- ☐ Experience of Firm and staff assigned. Please document specific examples of relevant work. Please provide resumes.
- ☐ If there are any subconsultants, please provide their name, address, specialty, and experience.
- ☐ Please attach your firm's affirmative action plan or other comparable document, if available. Please document whether your firm or any sub-consultants are certified by the Supplier Diversity Office of the Commonwealth, and in what category.
- ☐ Please provide a full description of your approach to each task. Please do not just repeat the scope provided.
- ☐ Please see the design considerations (Section 3.3) and address those in your response.
- ☐ Please provide your approach to community outreach in sufficient detail and explain why this is the right approach for this community.
- ☐ Please provide a proposed schedule including details on each deliverable and subtasks.
- ☐ Proposed Fee, please see the Proposal Fee form. The maximum fee for all services (except Add Alternate #1) is \$26,000. Please provide a breakdown of your fee by task and subtasks. Please provide the rates for each staff assigned and any sub consultants as applicable.
 - ☐ Please note any reimbursables that are covered or not. Please discuss what is included in your fee (reimbursable, surveys, etc.), and what is in addition.

Please see attached Sample Contract. Please note the designer must be willing to sign the attached contract and meet the requirements of the Community Preservation Act grant.

Please note, the City may request an interview with top ranked Proposers.

PART 4. EVALUATION AND SELECTION

4.1 COMPARATIVE CRITERIA

1. Project Approach	
Highly Advantageous	Includes all aspects of the scope of work Successfully integrates technical components with community outreach Is creative and unique
Advantageous	Includes all aspects of the scope of work Integrates some technical components with community outreach Is not creative or unique
Not Advantageous	Does not include all aspects of the scope of work Does not integrate technical and public involvement activities Is not creative and unique

2. Community Outreach	
Highly Advantageous	Demonstrates a clear understanding of the community and what is needed to integrate planning. Innovative and relevant strategies are provided. Team has significant direct experience with the neighborhood and bilingual communities
Advantageous	Demonstrates a satisfactory understanding of the community and good strategies are offered. Team has experience with Salem and/or bilingual communities.
Not Advantageous	Does not demonstrate any approach to community outreach that is tailored to the targeted communities. Little to no experience with similar neighborhoods. Does not have or has minimal a bilingual component.

3. Experience and Qualifications	
Highly Advantageous	Proposed team has superior experience, skills and resources to successfully undertake the project.
Advantageous	Proposed team has adequate experience, skills and resources to successfully undertake the project.
Not Advantageous	Proposed team has little experience, skills and resources to undertake this project

4. Past Performance and References	
Highly Advantageous	Past projects demonstrate the ability to successfully complete this project on time and on budget All references are positive
Advantageous	Past projects demonstrate the ability to complete this project Most references are positive
Not Advantageous	Past projects do not demonstrate the ability to complete the project More than two references are not positive

5. Cost	
Highly Advantageous	The cost proposal is reasonable (within budget and comparable to other proposals). The cost breakdown is fully detailed and the costs that are included and not are clear. Some reimbursables (i.e. survey, soils) are included.
Advantageous	The cost proposal is reasonable, but the cost breakdown is not as fully detailed.
Not Advantageous	The cost proposal is significantly higher or lower than comparable proposals. The cost proposal has significant errors and does not provide good information.

4.2 SELECTION

Submittals will be evaluated based on Evaluation Criteria for Selection set forth above.

PART 5. TERMS AND CONDITIONS

5.1 TERM OF AGREEMENT

The term of any contract that results from this procurement shall commence upon issuance of the 'Notice to Proceed' and terminate no later than March 31, 2018.

5.2 ASSIGNMENT AND SUBCONTRACTING

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

5.3 EXAMINATION

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

5.4 INSURANCE REQUIREMENTS

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

Operator's Comprehensive General Public Liability and Property Damage Liability Insurance - The Operator 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 Operator'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 Operator shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles

under the control of the Operator 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 Operator 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 Operator.

All insurance coverage shall be at the sole expense of the Operator 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 Operator 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 SAMPLE AGREEMENT

See 'Sample Agreement' attached.

SAMPLE CONTRACT

**CITY OF SALEM
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
XXXXXXXXXX
CONTRACT #T-XXX**

This Contract made this 1st day of September by and between the City of Salem, a municipal corporation located within the Commonwealth of Massachusetts, (hereinafter, the “City”), and the XXXXXXXXXXXX (hereinafter, the “Vendor”).

Article 1
Scope of Services

The Vendor shall XXXXXXXXXX which is incorporated herein in full. Contract documents shall include said Request for Proposals, Vendor’s proposal dated August 18, 2016 (Attachment A), and Insurance Certificates, all of which are incorporated by reference.

Article II
Term of Contract

This contract shall commence upon issuance of the Notice to Proceed and terminate XXXXXXXXXXXXXXXXXXXX.

Article III
Compensation

The City shall pay the vendor an amount not to exceed XXXXXXXXXXXX (\$XXXXXXX). The Vendor shall invoice the City according to the schedule listed above at the completion of each phase. Payment shall be made within thirty days from receipt and acceptance of a reasonably detailed invoice.

Article IV
Affirmative Action

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

Article V
Compliance with Laws

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

Article VI
Incorporation of G.L.

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

Article VII
Independent Contractor

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

Article VIII
City's Liability

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

Article IX
Indemnification

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

Article X
Insurance

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

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

Article XI
Assignment

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

Article XII
Inspection and Reports

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

Article XIII
Termination for Cause

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

XIV
Notice

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

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

Article XV
Severability

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

Article XVI
Governing Law

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

Article XVII
Entire Agreement

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

XXXXXXXX

By:

Authorized Signature

Authorized Officer (print name)

Title

CITY OF SALEM:

By:

**Kimberley Driscoll,
Mayor**

**Laurie Giardella,
Finance Director**

**Patricia O'Brien,
Director, Park & Recreation**

**Yeimi Colon,
Acting Purchasing Agent**

Approved as to form:

**Elizabeth Rennard, Esq.,
City Solicitor**

PART 6. ATTACHMENTS

Attachment A: Community Preservation Act Grant Award

Attachment B: Community Preservation Act Grant Application

Attachment C: Bike Updates

Attachment D: 21E DEP Adjacent Site Report

Links to:

- Point Neighborhood Plan
- Point Overlay District Information,
- Open Space & Recreation Master Plan – 2007 and 2015 Updates

<http://www.salem.com/planning-and-community-development/pages/studies-and-reports>

please scroll down to relevant studies and reports