

City of Salem, Massachusetts



Request for Qualifications

S-05

Designer Services: Police Station Roof Repair

July 20, 2016

PROPOSALS DUE:

August 10, 2016, 11:00 AM

*Late proposals will be rejected

Whitney C. Haskell
Purchasing Agent
93 Washington Street, 2nd Floor
Salem, MA 01970
whaskell@salem.com
(978) 619-5695

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6. Attachment A

1. 'Preliminary Roof Study – Salem Police Headquarters'

COVER SHEET

Please Print or Type:

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

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

PROPOSER'S CHECKLIST

Submission Requirements:

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

REQUIRED CERTIFICATIONS

1. NON-COLLUSION:

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

2. TAX COMPLIANCE:

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

3. CORPORATE BIDDER (*if applicable*):

I, _____ certify that I am the _____ of the corporation named as Bidder in the Bid included herein, that _____, who signed said Bid on behalf of the Bidder was then _____ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Secretary-Clerk)

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Bidder (if different than name))

(Federal Tax Identification or Social Security Number)

(Date)

LEGAL NOTICE

**City of Salem
Legal Notice
Request for Qualifications S-05**

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, Wednesday, August 10, 2016** at which time and place they will be opened for the following:

Architectural Services for Salem Police Station Roof Replacement

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 July 20, 2016** at 93 Washington Street, 2nd Floor, Salem, MA 01970, and from the Purchasing Department's website at www.salem.com/purchasing under "Open Procurement."

A briefing session will be held at **9:00 AM on July 27, 2016** at Salem Police Station Roof Replacement, 95 Margin Street, Salem, MA 01970.

The Designer's fee shall be negotiated, but shall not exceed Sixty thousand dollars and zero cents (\$60,000.00)

Office Hours:

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

Thurs: 8:00 AM-7:00 PM

Fri: 8:00 AM-12:00 PM

Whitney Haskell
Purchasing Agent

Salem News, July 20, 2016

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 the roof replacement or the Salem Police Station Roof Replacement at 95 Margin Street.

1.2 APPLICABLE LAW

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

1.3 APPROVAL

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

1.4 INCORPORATION BY REFERENCE

All requirements, specifications, terms and conditions described in this solicitation shall be incorporated by reference into any contract that may result.

1.5 TIME FOR AWARD

Any contract that may result from the procurement shall be awarded within thirty (30) days after the proposal due date. The time for award may be extended for up to 45 days by agreement between the City and apparent low bidder.

1.6 RIGHT TO CANCEL/REJECT

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

1.7 TAXATION

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

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

1.8 OBTAINING THE REQUEST FOR QUALIFICATIONS

The Request for Qualifications shall be available beginning, Wednesday, July 20, 2016 at 10:00 AM.

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

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

1.9 PRE-PROPOSAL BRIEFING SESSION

A pre-proposal briefing session will take place on July 27 2016 at 9:00 AM, at the Salem Police Station Roof Replacement, located at 95 Margin Street, 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

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

TECHNICAL PROPOSAL

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

☐ NON-COLLUSION FORM

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

☐ TAX COMPLIANCE FORM

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

☐ CERTIFICATE OF CORPORATE BIDDER

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

☐ PLAN OF SERVICES

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

2.2 PROPOSAL DELIVERY

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

2.2.1 DUE DATE AND TIME

Proposals shall be received by the Office of the Purchasing Agent on or before **11:00 AM, August 10, 2016.**

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

2.2.2 ADDRESS

Sealed proposals shall be delivered to:

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

2.2.3 HOURS OF OPERATION

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

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

2.2.4 COPIES

Proposers must submit one (1) original and three (3) copies of the proposals.

2.2.5 LABELING

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

2.2.6 SIGNATURES

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

2.3 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.3.1 QUESTIONS

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

2.3.2 CHANGES

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

2.3.3 MODIFICATIONS AND WITHDRAWALS

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

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

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

2.3.4 UNFORSEEN OFFICE CLOSURES

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

3. PROJECT DESCRIPTION, SCOPE OF WORK AND SUBMITTALS

3.1 INTRODUCTION

The City of Salem, through its Purchasing Department, is seeking proposals for designer services for the replacement of the Salem Police Station Roof Replacement at 95 Margin Street, Salem, Massachusetts. The goal of this restoration project is to replace an outdated roof and stop water and weather infiltration by means of removing the existing roof and replacing it with new materials.

The designer will provide an updated building conservation assessment, bid documentation and construction documentation, bidding assistance and construction oversight. We expect that construction will include removal of the existing roof replacement, flashing and any and all material that pertains to the membrane as a whole. Additionally, any and all equipment located presently on the roof shall be addressed accordingly during the roof replacement, including vent pipes

The design fee will be negotiated with the selected designer, but it shall not exceed Sixty Thousand Dollars (\$60,000.00).

The City expects the design contract to commence on or around **September 15, 2016** and construction must complete, and inspected by **September 1, 2017**.

3.2 SITE DESCRIPTION

The project site is the Salem Police Station Roof Replacement, 95 Margin Street, Salem, Massachusetts, 01970.

3.3 BUILDING CONDITIONS

Refer to Attachment A, 'Preliminary Roof Study – Salem Police Headquarters', dated January 15, 2015, produced by Gray Architects Inc., 9A Derby Square, Salem, Massachusetts.

3.4 SCOPE OF WORK

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

Phase I-Construction Documents and Bid Specifications

- Draft construction documents and bid specifications
- Any revisions to construction documents and bid specifications shall be forwarded and approved by the City of Salem appointed designee.

- Architect shall provide three (3) bound hardcopy ‘wet’ stamped sets of construction documents to the Building Department for future permitting.
- Architect shall provide ten (10) bound hardcopy sets of construction documents to the Purchasing Department and an electronic copy of drawings for future bidding purposes.
- Architect will invoice the City no later than thirty (30) business days after the receipt of approved construction documents and bid specification package.

Phase III-Bid Review Assistance

- Architect will attend any pre-bid conference/site visit that is required.
- Architect will assist in evaluating the lowest qualified bidder.
- Architect will invoice the City no later than thirty (30) business days after the contractor has been selected.

Phase IV- Construction Oversight

- Architect will conduct site visits in the field as required and at a minimum of the following: A site visit at the start of construction; two (2) site visits during construction; two (2) site visits to review any outstanding punch list items and certify the project has been completed as specified in the bid and construction documents during a final site inspection.
- Architect to contact project coordinator by e-mail to advise the time and day when on site no later than 24 hours in advance on specific and impending matters. The Building Department will serve as a liaison among City departments. Information to be supplied.
- Architect 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 no later than September 1, 2017.
- The architect will invoice the City within seven (7) days after the receipt of certification of final inspection and comparative budget submission.

3.5 PROJECT FEE

The City has established a not-to-exceed fee of sixty thousand dollars (\$60,000) for the scope of services described herein.

3.6 ANTICIPATED PROJECT SCHEDULE

RFP Issued:	July 20, 2016
Project Briefing:	July 27, 2016
RFP Due Date:	August 10, 2016
Anticipated Contract Award:	September 15, 2016
Bid Documents Finalized:	November 1, 2016
Project Bid	December, 2016
Construction Starts:	April 1, 2016
Construction Complete	September 1, 2017

3.7 TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS

- Submission Checklist

Certifications

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

Letter of Transmittal

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

Part I- Company Description and Qualifications

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

- A brief description of the proposers' company and primary location.
- Submit the firm (s), name (s), Location(s) and contact information for all firms involved in the project.
- Identification of all team members and brief description of primary role and responsibilities on project team.

- Resumes and qualifications statement attesting all participants including specialized consultants for structural engineering.
- At least three (3) professional references where work of a similar scope and scale has been completed (municipal references preferred).
- Listing of any actions taken by any regulatory agency or litigation involving the firm or its employees or agents with respect to any work performed.

4. EVALUATION AND SELECTION CRITERIA

4.1 MINIMUM REQUIREMENTS

All participants must meet the following minimum requirements:

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

4.2 EVALUATION CRITERIA

Quality and Depth of Project Experience

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

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

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

Overall Quality of Client References

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

4.3 RULE FOR AWARD

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

4.4 INTERVIEWS

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

4.5 SELECTION PROCESS

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

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

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

4.5 POST INTERVIEW EVALUATION GUIDELINES

- Qualifications and Experience

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

5. TERMS AND CONDITIONS

5.1 TERM OF CONTRACT

Any contract the results from this procurement shall commence upon issuance of the 'Notice to Proceed' and terminate upon completion of the work (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 or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

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

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

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

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

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

5.5 INDEMNIFICATION

Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.

5.6 FEDERAL AND STATE LAW

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

5.7 OWNERSHIP OF INFORMATION/RIGHT TO USE

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

5.8 DISCLOSURES

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

5.9 SAMPLE CONTRACT

See 'Sample Contract' attached.

SAMPLE CONTRACT

CITY OF SALEM

Department
Supply/Services
Contract Number:

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

9. Insurance Coverage:

General - The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance

The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

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

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

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

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

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

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

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

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

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

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

By:

CITY OF SALEM:
By:

Authorized Signature

Kimberley Driscoll,
Mayor

Authorized Officer (print name)

Sarah Stanton,
Finance Director

Title

XXXXX,
XXXXXXXXXXXXXXXXXXXX

Whitney Haskell,
Purchasing Agent

Approved as to form:

Elizabeth Rennard, Esq.,
City Solicitor



Preliminary Roof Study Salem Police Headquarters

95 Margin Street
Salem, Ma.

January 14, 2015

Architects: Gray Architects, Inc.

Contents

Summary

Existing Roof Survey

Estimated Replacement Cost.

Summary

This Roof Survey was conducted to provide a preliminary assessment of the existing roof conditions and a budget range for the replacement of the roof system. The roofs were inspected on January 12, 2015 and photographs were taken. The Construction Drawings prepared by Pepi Associates, Inc. in 1991 of the roofs and roof detail were provided.

The roof system is out of warranty by over two years. Also there have been reports of leaking and it is therefore believed that roof system may be saturated with moisture. It is recommended therefore that full replacement be considered.

An estimated cost of between \$550,000 - \$650,000 should be anticipated for total replacement.

Existing Roof Survey

The total area of the roof is 14,800 sf. on four levels. The higher levels are fully adhered .060 EPDM membrane over tapered insulation on concrete and metal decking. The main lower roof is a ballasted roof system composed of stone ballast over a loose laid .045 EPRM membrane over tapered insulation on concrete and metal decking.

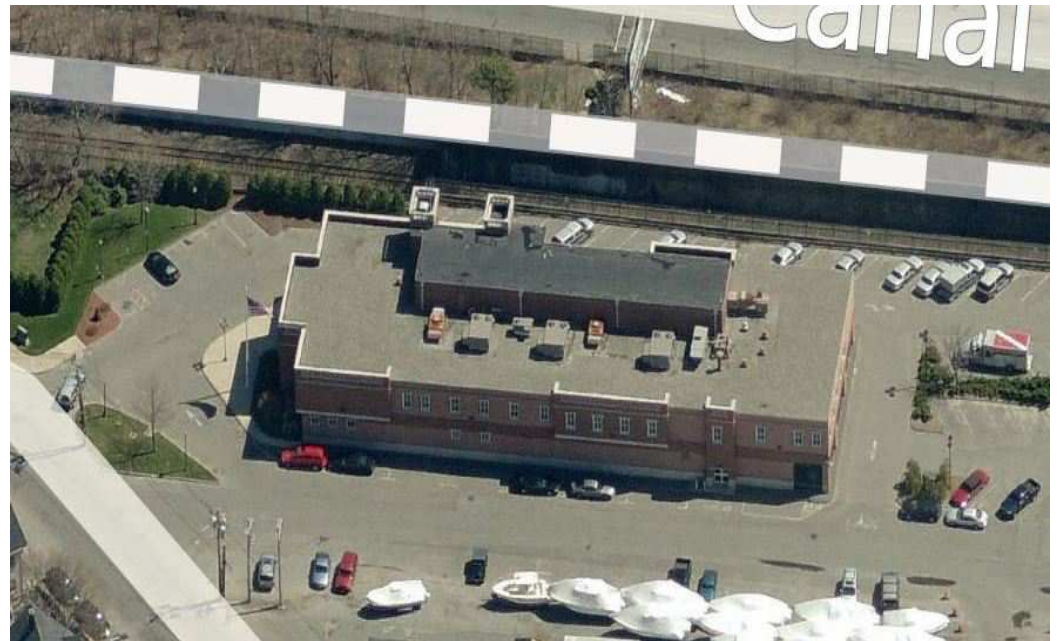
Drainage is provided through downspouts and suppers from the high roofs to interior roof drains at the main roof level.

There are seven roof-top HVAC units mounted on steel dunnage supports and roof curbs as well as various fans, the Firing Range exhaust system and vent stacks.

The steel supports on some equipment requires painting.

There have been reports of leaks on both the higher and lower roofs.

The Roof Warranty Issued from the manufacturer (Firestone) was for twenty (20) years for material (membrane) only commencing in 10/19/1992. The roof is now over two (2) years out of warranty.



Firestone		
ROOFING MEMBRANE LIMITED WARRANTY		
Warranty #MR002622	FBPCO # A31675	Square Footage 014800 s.f.
Building Owner CITY OF SALEM		
Building Identification SALEM POLICE HEADQUARTERS		
Address of Building 95 MARGIN STREET		
SALEM	MA	01970
Warranty Period TWENTY (20) Years Beginning on 10/19/92		
Roofing Contractor R. G. T. ROOFING, INC.	(03382)	

For the warranty period indicated above, Firestone Building Products Company ("Firestone"), Division of Bridgestone/Firestone, Inc. warrants to the Building Owner ("Owner") that the Firestone Roofing Membrane ("Membrane") will not prematurely deteriorate to the point of failure as a result of ordinary exposure to the elements or any manufacturing defect in the Membrane when used and installed in accordance with Firestone technical specifications.

TERMS, CONDITIONS, LIMITATIONS AND DEFINITIONS

1. The owner must give written notice to Firestone within thirty (30) days of the discovery of any premature deterioration to the point of failure.
2. If upon inspection, Firestone determines that premature deterioration has been due to weathering, Firestone will, at its option, either provide repair materials for the original membrane or a prorated credit (based upon the remaining months of the unexpired warranty) to be applied toward the purchase of new Membrane material.

Roof Top Units on ballasted roof.



Termination flashing at parapet walls.



Roof fan on main roof and vents stack.



Granite stone caps and rising wall.



Lead coated copper through wall flashing, weep holes, termination LCC flashing, membrane flashing and stone ballast.



Support of Firing R



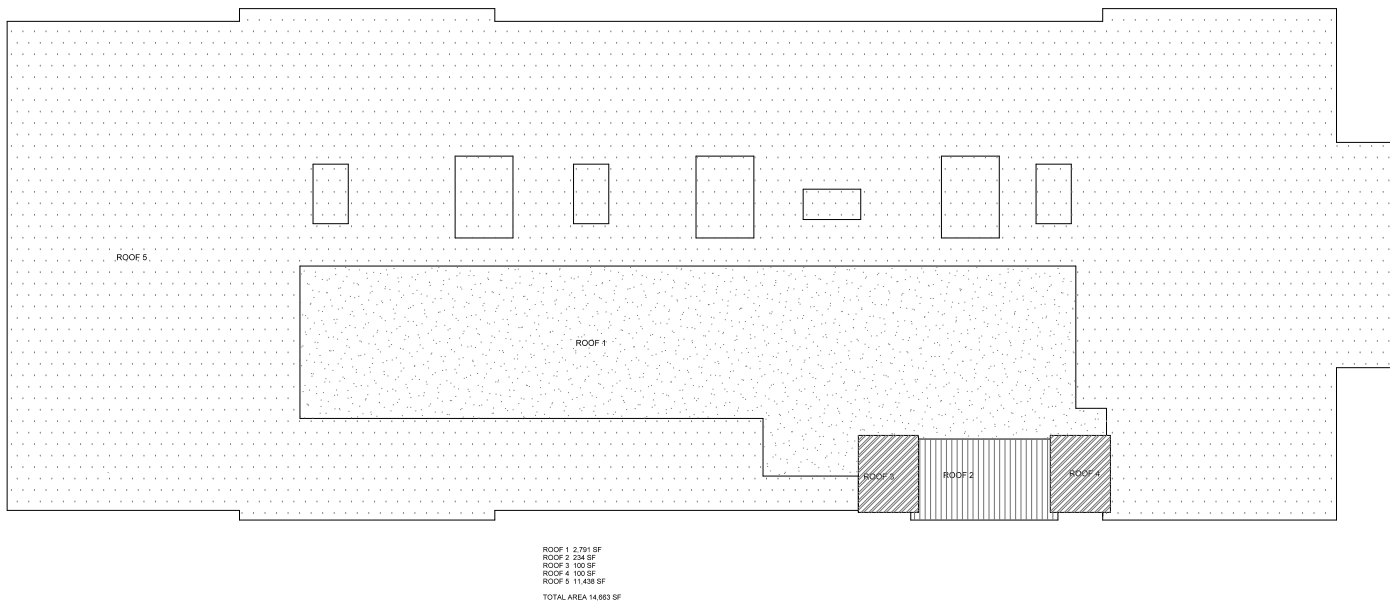
Fully adhered roof membrane flashing into roof leader.



Roof skylight on built-up curb.



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The corner tick marks represent the 24"x36" plot area.



1 ROOF PLAN

SCALE: 1/8" = 1'-0"

City of Salem

Gray Architects, Inc.
9A Derby Square
Salem, MA 01970
Tel: 978 745 4404 Fax: 978 745 6479
General e-mail: grayarchitects@msn.com

Issue	Date & Issue Description	By	Check
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Seal/Signature

Project Name

Salem Police Station Roof Replacement

Project Number

CAD File Name

ID	Description
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Scale



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Estimated Replacement Cost.

		Cost	Unit	Areas	
Cost Summary		Cost			
Division 2	Site Work	\$47,775			
Division 4	Masonry	\$9,000			
Division 5	Metals	\$2,950			
Division 6	Wood and Plastics	\$30,000			
Division 7	Thermal and Moisture Protection	\$323,330			
Division 15	Mechanical	\$5,000			
Division 16	Electrical	\$900			
Subtotal		\$418,955			
General Requirements		\$41,896			
General Contractors O&P		\$37,706			
Contingencies		\$99,711			
Architect & Engineering Fees		\$39,486			
A&E Reimbursable expenses		\$1,500			
Total		\$639,253			
Division 1 Site Work					
02275	Demolition	\$25,725	\$1.75	14700	SF
02270	Protection	\$22,050	\$1.50	14700	SF
Division 4 Masonry					
04200	Unit Masonry				
Exterior Walls		\$3,000	\$30.00	100	SF
Manonry	Restoration	\$6,000	\$12.00	500	SF
Division 5 Metals					
05500	Metal Fab	\$2,950	\$29.50	100	LF
Division 6 Wood and Plastics					
06100	Rough Carp.	\$30,000	\$6.00	5000	SF
Division 7 Thermal and Moisture Protection					
07200	Insulation	\$73,500	\$5.00	14700	SF
07310	Roofing	\$235,200	\$16.00	14700	SF
07600	Flashing SM	\$7,500	\$5.00	1500	LF
07700	Roof Acc.	\$6,000	\$500.00	12	EA
07900	Joint Sealers	\$1,130	\$2.26	500	LF
Division 15 Mechanical					
15400	Plumbing	\$5,000	\$2,500.00	2	EA
Division 16 Electrical					
16200	Electrical	\$900	\$9.00	100	SF
Subtotal		\$418,955			