

PLANNING BOARD

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Planning Director
Jeremy Rosenberger

Assistant Town Planner
Michelle Tinger

TOWN OF DEDHAM PLANNING BOARD

The Town of Dedham (Town), through its Planning Board, invites sealed proposals from qualified individuals or firms for:

ARCHITECTURAL PEER REVIEW SERVICES

Those interested in providing these professional services may submit a proposal to Jeremy Rosenberger, Planning Director, 450 Washington Street, Dedham, MA 02026.

All proposals are due on March 14, 2022 at 10 AM. Eight (8) bound copies, and one (1) electronic copy (on a flash drive) of the proposal must be submitted to Jeremy Rosenberger in the Planning & Zoning Department by this date and time. All submissions must be clearly labeled "TOWN OF DEDHAM PB ARCHITECTURAL PEER REVIEW" on the exterior of the envelope. A separate fee proposal must be received at the same time in a separate, sealed envelope marked "TOWN OF DEDHAM PB ARCHITECTURAL PEER REVIEW FEE PROPOSAL." Late proposals will not be accepted. The Planning Board reserves the right to reject any or all proposals as it determines to be in the best interest of the Town.

Upon selection of the successful candidate, the Planning Board will make a recommendation to the Select Board who will in turn execute the contract.

**JOHN R. BETHONEY, CHAIR
DEDHAM PLANNING BOARD**

TOWN OF DEDHAM
REQUEST FOR PROPOSALS

Released January 28, 2022

The Town of Dedham seeks proposals from qualified individuals or firms to provide on-call Architectural Peer Review Services for the Town's Planning Board.

Project: Retaining outside Architectural Peer Review Services for the Planning Board

Background: The Town of Dedham, located southwest of Boston in Norfolk County, is a suburban community with a population of roughly 25,000 people. The town, which was founded in 1635, is rich history and natural and recreational attractions. The Charles and Neponset Rivers, as well as the earliest man-made canal, the Mother Brook, have had a considerable impact on Dedham's industrial history and character. Furthermore, early transportation connections, such as rail service and major highways like I-95/Route 128, have affected Dedham's character, expansion, and development over time. West Dedham, Riverdale, Dedham Village, East Dedham, Oakdale, and Greenlodge/Sprague/Manor are six separate neighborhoods with distinct traits and identities, formed over time by development, investment, and settlement patterns. Dedham has performed a number of studies over the years that have aided in shaping and guiding the town's development. Dedham Square Design Guidelines (2017-2018), East Dedham Square Design Guidelines (2016-2017), Housing Study (2019), Mixed Use Study, and Mother Brook Study are among them.

Scope of Services

The general scope of work shall include, but not be limited to the following tasks:

- Review of developer-submitted plans and designs;
- Site visit(s) to review existing conditions and context;
- Review relevant Town studies/design guidelines;
- Review developer submittals and plans for conformance to the Town's Zoning Bylaws and any other applicable requirements/regulations;
- Prepare a written report to be submitted to the Planning Board; and
- Attend Planning Board meetings when applicable and present findings.

Contract Term

The Town will enter into a contract with the successful proposer for an initial period of one year, with two additional one (1) year renewals at the Town's sole discretion.

I. Submission Requirements:

All Proposals shall be submitted in a **sealed envelope** marked “TOWN OF DEDHAM PB ARCHITECTURAL PEER REVIEW” containing all relative information. Fees or rate schedules should be in a separate envelope so marked.

This Proposal Request is qualification driven.

1. The Proposal cover letter shall include a general company/firm profile or brochure, indication of availability to begin providing services upon execution of a contract , and acknowledgement of any Addenda (*if issued*).
2. The Town requests Applicants to identify all key personnel, specialists, and/or individual consultants with similar project tasks that will be utilized on the architectural peer reviews as the “**Town’s Team**”, including the proposed “Architect” to be assigned to the Town’s Contract. This background information should also include specific reference to working with *municipal boards* over the last five (5) years. Of particular interest to the Town would be Planning Board work.
3. Applicants responding to the Town’s request (Applicants) shall provide detailed information on the Applicant, the licensed Team being proposed, resumes, references and work relative to Architectural Peer Review Services to *local Municipal Boards* completed during the last five (5) years in the Commonwealth of Massachusetts.
4. The Town will also require a proven track record of providing a project on time, as well as relevant information the Town deems desirable.
5. A Project timeline, including commitments for turnaround time for generic tasks inherent to the architectural peer review, should be included in the Proposal indicating how the Applicant will approach the work with the Town. The Project timeline portion of the proposal should also include a statement listing any items, or *requirements that the Town would have to make available* (if applicable).
6. In addition to the above, the Proposal must include all of the *required signed state forms* and statements indicating thorough knowledge of the Massachusetts State Building Code, the Americans with Disabilities Act, and M. G. L. Chapter 149 and Chapter 149A, c193 of the Acts of 2004; and Town of Dedham Zoning Bylaw and Subdivision Rules and Regulations; M.G.L. Chapter 41 section 81 (Subdivision Control Law); M.G.L. Chapter 131, section 40 (Wetlands Protection Act) and its Rules and Regulations 310 CMR 10.00 and the Town of Dedham’s Conservation Commission Rules & Regulations.

7. Any Applicant desiring consideration that has not provided all initial submittal requirements and met the minimal qualifications and submittal deadline may be determined to be non-responsive and may be disqualified from any further review.
8. Interested Applicants shall submit eight (8) copies and one (1) electronic copy (on a flash drive) of the Applicant's Proposal with the signed required forms, the requested proposal information and a cover letter in a sealed envelope marked "Town of Dedham PB Architectural Peer Review Services" by the submittal deadline to:

Jeremy Rosenberger, Planning Director
Town of Dedham
450 Washington Street
Dedham, MA 02026
781-751-9241

Deadline for submission of proposals is March 14, 2022.

All inquiries must be made in writing at least forty-eight (48) hours prior to the specified submission date; responses will be sent to all proposers of record.

II. Minimum Qualifications/Rating Information

Part I.

The award of this agreement is based on a Qualification Based Selection (QBS) Process. All Applicants must possess and provide evidence within the Proposal submitted that they have all of the following minimum qualifications to be considered as responsive:

The Town will rate all proposals based on the qualifications for all team members listed in each proposal submittal responding to the RFP.

A "responsive rating" shall be given to all proposals received prior to the deadline for submittal; having submitted all of the appropriate signed documents, and the required information the Town is looking for. Those proposals assigned with a "responsive rating" shall be further evaluated.

Those proposals received after the deadline for submittal, or those proposals received that are missing the required signed forms, may **not** be considered for further evaluation by the Town. These proposals will be classified as being "non-responsive."

- A Massachusetts Registration and/or License in all applicable disciplines for all members of the proposed Team to be assigned to the Town.
- Applicants shall confirm thorough knowledge of the Massachusetts State Building Code, the Americans with Disabilities Act, and M.G.L. Chapter 149 and Chapter 149A, c193 of the Acts of 2004; and Town of Dedham Zoning Bylaw and Subdivision Rules and Regulations; M.G.L. Chapter 41 section 81 (Subdivision Control Law); M.G.L. Chapter 131, section 40 (Wetlands Protection Act) and its Rules and Regulations by completing and signing the *forms* in this RFP. (*see required samples forms in RPF)
- The Applicant and any Consultants must have completed consulting Architectural Peer Review services for Municipal Boards with a minimum of Five (5) years of related experience.
- Applicants must provide evidence of sufficient levels of staff to achieve the proposed *schedule*. *This information should be supplied within the proposal*. The Team should be listed in the cover letter or specific index within the proposal together with the time frame in percentages (%) for staff availability to the Town.

Part II.

A. Minimum Qualifications

1. The proposal shall have all information specified in this Request for Proposals properly filled out and executed.
2. The cover letter for the proposal shall be executed by an authorized representative of the Applicant.
3. Applicant shall provide a list of at least one (1) Massachusetts municipal board that Applicant has provided with similar Architectural Peer Review Services.
4. Applicant's staff qualifications. The Applicant or team must provide **MA registered/licensed** staff qualifications/experience in all relevant disciplines, including: landscape architecture, civil, structural and traffic engineering, and land surveying. Identify and *provide resumes* for project manager and support staff.

5. Applicant shall provide evidence and references that would indicate the Applicant's ability to complete work on time with a high level of quality control. This should include the Applicant's ability to respond to state, federal, and local standards to meet project schedules/timelines with a high level of quality control including Applicant's approach to effective project management; identify project manager/team's workload; team and Applicant's ability to handle current workload and anticipated workload under this contract; Applicant's commitment to meeting the required timelines and maintain a high level of quality control.
6. Applicant's ability to provide specialized services. This shall include the ability of the Applicant to integrate various specialties such as engineering, landscape architecture, traffic review, urban design, lighting, storm water reviews, as well as, zoning etc.
7. Applicant's use of technology. This shall include the Applicant's ability to use AutoCAD technology, including current, active use of, or access/availability to, innovative technology, GIS services, and equipment in the performance of project obligations to increase project efficiency and reduce project time/costs, employing enhanced photography, graphics, and illustrations/renderings for public presentations.

B. Technical Proposal – Work Plan

The Technical Proposal will illustrate the Applicant's understanding of the project and the Applicant's approach to the work. Technical Proposals must include the following components:

1. Title Page – Should include the RFP subject, the consultant's name, address, and email and telephone number of the contact person and the date of the proposal.
2. Executive Summary - Should include an overview of the company, or consulting team completing the work and the highlights of the areas addressed in the proposal.
3. Project Scope - Outline the consultants understanding of the project requirements.
4. Project Approach – Explain the Applicant's approach to the project, the concerns and issues to be addressed, and describe the use of, and interaction

with, other Consultants working on other aspects of the project. The Applicant's specific project approach and project methodology must establish a clear and precise path to achieving the Town's stipulated goal for each board.

III. Evaluation and Selection Criteria

The proposals will be reviewed by the Planning Board.

Each proposal will be evaluated on the selection criteria listed in the RFP. The Board will complete a short list of finalists, *not less* than three (3) Applicants, which will be invited for interviews.

Following the completion of the interviews, the Planning Board will take the matter under advisement and ultimately make the award.

Evaluation Criteria

The Town will conduct a preliminary review of each proposal based upon the evaluative criteria listed below.

The Planning Board will rank each proposal with an evaluation scoring as follows:

3 Points: Highly Advantageous (HA) – the proposal fully meets and significantly exceeds the standards of the specific criterion;

2 Points: Advantageous (AD) – the proposal fully satisfies the standards of the specific criterion;

1 Point: Not Advantageous (NA) – the proposal does not fully meet the standards of the specific criterion, is incomplete, unclear, or both.

Applicants will be further evaluated using the Evaluation Criteria by the measures set forth below.

Applicants will be evaluated on the following:

- Experience of firm in areas of technical expertise

Highly Advantageous – The Applicant demonstrates successful experience in completing Architectural Peer Review Services for a minimum of three (3) Cities and/or Towns in the Commonwealth of Massachusetts similar in size over the last *ten (10) years*.

Advantageous – The Applicant demonstrates successful experience in completing Architectural Peer Review Services for a minimum of two (2) Cities and/or Towns in the Commonwealth of Massachusetts similar in size over the last *ten (10) years*.

Not Advantageous – The Applicant has limited experience in providing services related to the Town’s requirements or with similar projects (less than 2), and prior experience over the last *ten (10) years*.

- *Education, training, professional qualifications, and experience of staff in area of services required.*

Highly Advantageous – The Applicant’s response demonstrates superior education, training, and professional experience in providing services related to the Town’s requirements. The response must demonstrate a wide depth of experience with similar projects (5 or more), and prior experience with municipalities or private companies.

Advantageous – The Applicant’s response demonstrates some education, training, and professional experience in providing services related to the Town’s requirements. The response demonstrates a wide, depth of experience with similar projects (4 or less), and prior experience with municipalities or private companies.

Not Advantageous – The Applicant’s response does not demonstrate experience providing services related to the Town’s requirement.

- *The firm’s willingness to commit the proposed staff to projects and tasks assigned by the Town.*

Highly Advantageous – The Applicant’s response demonstrates superior time commitment and experience of staff. The response demonstrates staff’s understanding of the responsibilities of each proposed project they undertake.

Advantageous – The Applicant’s response demonstrates some commitment and general experience of staff. The response demonstrates staff’s basic understanding of the responsibilities of each proposed project they undertake.

Not Advantageous – The Applicant’s response does not demonstrate any time commitment or experience of staff. The response demonstrates no understanding of the responsibilities of proposed projects.

- Degree to which the information in the proposal and presentation are relevant to the needs of the Town

Highly Advantageous – The Applicant’s response demonstrates a superior approach to the subject material, an understanding of the issues addressed by the project, and a clear analysis of the time required for each phase of the project. The response demonstrates an understanding of the local bylaws and Massachusetts state regulations.

Advantageous – The Applicant’s response demonstrates an approach to the subject material, an understanding of the issues addressed by the project, and a clear analysis of the time required for each phase of the project. The response demonstrates an understanding of the local bylaws and Massachusetts state regulations.

Not Advantageous – The Applicant’s response demonstrates no approach to the subject material, no understanding of the issues addressed by the project, and no analysis of the time required for each phase of the project. The response does not demonstrate any of the local bylaws or Massachusetts state regulations.

The Planning Board will then select the most overall advantageous proposal.

Work Plan: Applicants shall submit a plan of services in the Proposal to include start date, staffing, and any outside consultants/subcontractors.

1. Fees:
 - (a) Provide hourly rates for each project team members.
 - (b) Provide hourly rates for any subcontractor work that may be required.
 - (c) Indicate any other fees or incidental unit costs that may be required.
 - (d) Indicate any flat fees or minimum daily charges that may be required.
2. Staffing: The Town will use the Work Plan to determine a rating to be given for a clear plan of service and timeline and listing of staff available based on the Work Plan submission.

Current process: A public hearing will be noticed and the Planning Board, in accordance with such notice, will open the public hearing. The time between the submittal of the application and the public hearing is a minimum of 3.5 weeks. The Board required a report from its consulting engineer at least one week prior to the hearing. Based on this, please submit how the Applicant would address the work action plan.

IV. Certification of Non-Collusion and Tax Compliance.

A “Certificate of Non-Collusion” and “Certificate of State Tax Compliance” must be signed and included with the proposal (forms attached).

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,
_____, authorized signatory for _____, do hereby certify
under the pains and penalties of perjury that said contractor has complied with all laws of the
Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and
withholding and remitting child support.

Signature

Name: _____

Title: _____

CERTIFICATE OF 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.

DATE: _____

BY: _____
Name of person signing bid or proposal

SEAL if proposer is by corporation

Name of business:

Address:
City State: Zip Code:

Telephone:

Exhibit A

TOWN OF DEDHAM, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this ___ day of September, 2021 by and between the TOWN of Dedham, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 450 Washington Street, Dedham, Massachusetts, hereinafter referred to as the “TOWN”, and _____ having a usual place of business at _____, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for research and documentation services to complete a historic properties survey meeting current Massachusetts Historical Commission survey standards.

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the project; and

WHEREAS, the TOWN has decided to award the contract therefore to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Request for Proposals and the CONTRACTOR’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **THE WORK.** The Work consists of Architectural Peer Review Services for the Town of Dedham’s Planning Board, as more fully described in the Contract Documents as defined above.
3. **TERM OF CONTRACT.** This Agreement shall be in effect upon execution of this agreement and shall expire on _____, unless terminated earlier pursuant to the terms hereof.
4. **COMPENSATION.**
 - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above, the contract sum of _____.
 - B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.

C. Neither the TOWN's review, approval or acceptance of, nor payment of any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action out of the performance of the Agreements.

D. The TOWN shall cancel this Agreement if funds are not appropriate or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, section 12(c)(3).

5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. INSURANCE.
 - A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
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Property Damage Liability \$ 500,000 per occurrence
(or combined single limit) \$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

- B. All policies shall identify the TOWN as an additional insurer (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.
10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
11. TERMINATION. A Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such terminations, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

- A. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of this notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.
12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGN. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, 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.C. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. SEVERABILITY. If any term or condition of this Agreement 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

Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

19. ENTIRE AGREEMENT. This Agreement, 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 a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation
is available in the amount of this

TOWN OF DEDHAM, MA

Contract.

By its: _____

Town Accountant

Leon I. Goodwin III, Town Manager

Approved as to Form:

APPLICANT:

Town Counsel

(Signature)

(Name and Title)