

TOWN OF DEDHAM



**REQUEST FOR QUALIFICATIONS
TOWN GREEN PROJECT DESIGN SERVICES
Contract Number #23SB002**

Release Date	Monday, September 19th, 2022
Pre-Bid Conference	No
Deadline for Questions	Wednesday, September 28 th , 2022, 12:00 PM
Bids Due	Thursday, October 13th, 2022, 12:00 pm

The Town of Dedham invites proposals from qualified architectural, landscape, and engineering firms for full-service design and value engineering, bidding, and construction administration services to design a signature public space in the center of Dedham’s downtown.

Request for Qualifications and Proposal Forms may be obtained from the Office of the Town Manager, 450 Washington St, Dedham, MA 02026 starting on September 19, 2022, during normal business hours, upon payment of a nonrefundable fee of \$50.00 made payable to the Town of Dedham. Cash is not acceptable. Request for Qualifications and Proposal Forms may also be obtained for **FREE** from the Town of Dedham’s website found [here](#). Sealed proposals clearly marked “Town Green Project Design Services” must be received by **12:00 P.M. on Thursday October 13th, 2022**, in the Town Manager’s Office located on the 3rd floor of Town Hall at 450 Washington Street, Dedham, MA 02026. Attn: Rana Mana-Doerfer

This Request for Qualifications is exempt from public bidding pursuant to G.L. c. 30B, sec. 1(b)(32A). This procurement is also not subject to the requirements of the Designer Selection Law, G.L. c. 7C, sec. 44-58. Therefore, the terms of this Request for Qualifications are not subject to the requirements of those statutes and this process shall be undertaken in the manner as determined by the Town of Dedham as provided herein.

The Town’s Town Green Working Group (“TGWG”) will make a recommendation to the Town Manager for award of the contract. The Town reserves the right to reject any and all proposals, wholly or in part, and make such award as it determines to be in the best interest of the Town of Dedham.

Procurement Overview

Primary Contact (bid questions)	Rana Mana-Doerfer, Director of Procurement 781-751-9105
Contract Manager	Jason Mammone, Town Engineer
Bid Package Available	Wednesday, September 19 th , 2022-Information and details of bidding requirements may be obtained at the Town Manager's Office, 450 Washington Street, Dedham, MA for a \$50 non-refundable fee, or online at the Town's Website for FREE
Pre-Bid Meeting	None for this procurement
Bid Deposit	None for this procurement
Deadline for Written Questions	Wednesday, September 28 th , 2022 By Mail: 55 River St, Dedham MA 02026 Attn: Jason Mammone By Email: jmammone@dedham-ma.gov By Fax: 781-751-9359 Notice: All questions will be answered in a formal addendum.
Addenda	If any changes are made to this bid, an addendum will be issued. Addenda will be posted on the Town's Webpage and emailed to all bidders on our recorded bidders list.
When and Where Bids are Due	12:00 PM Thursday, October 13 th , 2022. Town Hall, 450 Washington St, Dedham, MA 02026. 3 rd floor, Town Manager's Office.
RFQ Review	Qualifications will be reviewed by an evaluation committee composed of the Town Green Working Group. This will take place over a 3-4 week period.
Number of Required Copies	One (1) original copy, nine (9) copies, and one (1) digital copy CD or USB Drive.
Contract Award	Awardee will be notified within 30 business days upon final designer selection. Tentative award to be made by December 31 st , 2022
Contract Length	This Agreement shall be for a term commencing upon execution of agreement and ending upon successful completion and development of design plans per scope outlined in this bid package.

REQUEST FOR QUALIFICATIONS
TOWN GREEN PROJECT
DESIGN SERVICES

I. General Information

The Town of Dedham requests proposals from qualified architects, landscape designers and/or Engineers registered in Massachusetts and other appropriate firms/individuals to provide a compelling and comprehensive design of the Town's Town Green located at 600 High Street, Dedham, MA 02026.

All interested parties must submit ten (10) copies of their proposals (one (1) original and nine (9) copies and one (1) digital copy CD or USB Drive) containing complete information as requested in the PROPOSAL SUBMISSION REQUIREMENTS described herein by **12:00 P.M. on Thursday, October 6th, 2022** to the Town Manager's Office located on the 3rd floor of Town Hall at 450 Washington Street, Dedham, MA 02026. Attn: Rana Mana-Doerfer

This Request for Qualifications is exempt from public bidding pursuant to G.L. c. 30B, sec. 1(b)(32A). This procurement is also not subject to the requirements of the Designer Selection Law, G.L. c. 7C, sec. 44-58. Therefore, the terms of this Request for Qualifications are not subject to the requirements of those statutes and this process shall be undertaken in the manner as determined by the Town of Dedham as provided herein.

II. Project Description

The Project will result in the development and preparation of final plans, specifications and other bid documents and construction services for the construction of the Town Green. Value analysis of preliminary schematic designs is required, along with the development of updated construction and operation budgets for the Town's approval.

The Designer is responsible for final design compliance with the Americans with Disabilities Act guidelines and applicable building and life safety codes.

Background

In Fall of 2022, the Dedham Police Department is scheduled to move from 600 High Street to a new Public Safety Building at 26 Bryant Street. After extensive study, the Town has determined the best and highest use of the property to be vacated is to create a signature public space. The Town aims to create an exceptional Town Green that will provide resounding economic, civic, and environmental benefits to the community.



Figure 1: Overhead photo of Dedham Police Station, 600 High Street

600 High Street sits at the main intersection of Dedham’s downtown area, Dedham Square, in the Central Business Zoning District. It is within a short walk to civic resources such as Dedham’s Town Hall, Senior Center and Public Library; cultural assets such as the Dedham Museum and Archives; Norfolk County resources such as the Registry of Deeds and Superior Court; the U.S. Post Office; more than 150 small businesses; and hundreds of residential homes and apartments. More than a thousand people are employed in the immediate area and thousands more come to the district each week to visit shops, restaurants, churches, recreational facilities, professional and personal service establishments, and to conduct business at Town and County buildings.

Upon the departure of the Police Department, Dedham will have a once-in-a-lifetime opportunity to create a Town Green at the heart of its local economy and in the geographic center of town. Unlike surrounding communities, Dedham’s downtown area evolved over centuries without a central public green space. Dedham now has the good fortune to create a vibrant public space that will foster community and economic vibrancy. The Dedham Town Green is a milestone public improvement project which will benefit residents and visitors for generations to come.

Community Vision

Over the past two years, the Town has worked diligently with residents, immediate neighbors, and business owners to understand community priorities and create a vision for the Town Green space. This work will aid the chosen designer who can draw on data from several public meetings and focus groups. Here is a summary of community priorities voiced as a part of the extensive engagement process:

- Ensure flexibility of the space to accommodate different functions: markets, events, exhibits, gatherings, and concerts.
- Create a buffer between the busy streets and the park area.
- Incorporate plants and trees to add shade and seasonal interest while reducing the impervious surface area.

- Include different types of seating areas for people of all ages and abilities to gather, sit, eat, play, or relax.
- Create different interior spaces that can engage people of all ages.
- Incorporate public art and placemaking strategies
- Use sustainable designs to incorporate features such as a rain garden, solar collection, native plantings, etc.
- Incorporate historical and other markers where possible, to note things like the prior civic traditions of the parcel, the value of native plants and pollinator gardens, etc.
- Include features that allow the Green to be used year-round, such as a pavilion or “community porch” and a mixture of lawn and plaza areas.

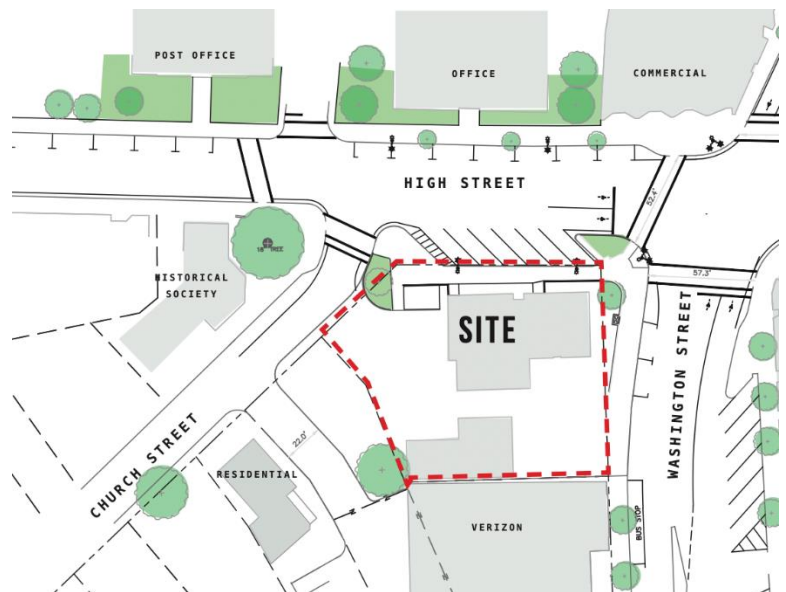
The Dedham Town Green Report issued by the Dedham Square Planning Committee includes detailed information about the community process, and can be found [here](#). The report was published in 2021 and includes conceptual designs by Don Giard, Urban Design LLC.

The Select Board also retained the services of a consultant, BETA Group, to create a conceptual design utilizing the conceptual design elements of the Don Giard, LLC plan taking into consideration that the limit of work would be within the specific limits of the town-owned site. A copy of the BETA Group Conceptual Design can be found [here](#).

Site Details

The parcel sits at 600 High Street at the southwest corner of the intersection of two primary thoroughfares in Dedham—High and Washington Streets—and abuts the junction of the more residential Church Street. The 14,571-square-foot lot (parcel 92-78) is level and 5-sided. Currently, masonry buildings on this site include the two-story police station (5,944 square feet) and attached carport and garages (2,393 square feet). Phase I of this project will be the design and construction of the new Town Green Space within the limits of the parcel’s property lines.

Giard’s original conceptual designs included use of a parcel the town had hoped to acquire adjacent to 600 High Street as well as streetscape and parking changes that would bring the total site size, including sidewalks, to 24,180 square feet. While it appears, the Town will likely not be able to acquire the adjacent parcel from Verizon, there may still be an opportunity to create a buffer zone between the park and the alley on a portion of that land.



As part of the design, the designer should keep in mind that the Town may, as part of a future phase, alter the layout of existing parking spaces, curbing, and sidewalks adjacent to the property following study of traffic, safety, and existing utilities in Dedham Square. The final Town Green design should have the ability, to the maximum extent practicable, to seamlessly expand outside of the existing work limits should these areas be altered in the future and additional streetscape items be designed to achieve these alterations.

The traffic study will be administered under a separate contract and will be overseen by the Town's Engineering Department. Data from the study will be shared with the Designer in a timely fashion.

Funding Sources

In May of 2022, Dedham Town Meeting appropriated \$2.55m to demolish the existing building, conduct a traffic study and design and construct a Town Green, with 78% of Town Meeting Members voting in favor of the project. Given the potential for additional funding from grants and private fundraising, the Designer should be prepared for the potential of add-on components to the overall design.

Prior Studies

The chosen designer will have several prior studies to guide their work:

- Dedham Square Design Guidelines (linked [here](#))
- Town Green Report (linked [here](#))
- Giard design study including shade studies and other site analysis
- BETA Group Conceptual Design (linked [here](#))

III. Scope of Services

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

- A. Design Development. This phase will consist of preparing detailed design and program documents and related services. The program documents will consist of:
1. At least one public meeting to gather community input on a preliminary design.
 2. 3-4 meetings with the Town Green Working Group. Subject to change depending on Town's needs.
 3. Complete and well detailed construction drawings and specifications including site plans.
 2. Capital construction cost estimates and schedules, including phasing, site development and construction staging areas.
 3. Furnishings and equipment cost estimates and coordination into design spaces.
 4. Annual Operation/maintenance cost estimates, based on accepted engineering practices for energy consumption of installed equipment.
 5. The Designer shall be required to cooperate with the Town's Project Manager in the provision of services for the project including but not limited to value engineering, construction phasing, and overall coordination.
- B. Construction Documents.
1. The Designer shall prepare complete working plans and specifications in sufficient detail to permit contractor bids in open competition for construction of the Project.

2. Detailed cost estimates for the Project shall be further developed and shall include quantities of all materials and unit prices for labor and materials as well as cost estimates for each item of work.

C. Bidding.

1. The Designer shall prepare the final construction contract documents, including advertising for receipt of bids from construction contractors.
2. The Designer shall assist in distributing the bidding documents to prospective proposers and assist the Awarding Authority in prequalifying proposers.
3. The Designer shall prepare and distribute all addenda and shall conduct a pre-bid conference.
4. The Designer shall review all bids and make a recommendation of award to the Awarding Authority.

D. Construction Administration Services.

1. The Designer will be charged with the general administration of the construction contract, with the Town's Engineering Director acting as Project Manager.
2. The Designer must be present and active on the site periodically during the lifetime of the project. Construction oversight shall be performed by the Designer to assure work is in accordance with specifications until the completion and acceptance of the project.
3. The Designer shall participate, on-site, in weekly project meetings with General Contractor, Project Manager and others as required by the Town.
4. The Designer shall require each consultant employed by the Designer to make site visits periodically for the same purposes during the progress of that portion of the construction to which the consultant's services relate; and to report in writing thereon to the Designer.
5. The Designer shall check and approve samples, schedules, shop drawings and other submissions by the General Contractor.
6. The Designer shall recommend condemnation of all project work observed by the Designer that fails to conform to the contract documents.
7. The Designer shall decide all questions regarding interpretation of or compliance with the construction documents, except as the Town may, in writing, otherwise determine.
8. The Designer shall review and act on all requests for changes in the plans, specifications or contracts for the project.
9. The Designer shall report to the Town, in writing, on the progress of the construction.

10. The Designer shall conduct semi-final and final inspections of the construction project and report the results of such inspections in writing to the Town.

IV. Minimum Qualifications & Experience.

The following pieces must be included in the sealed RFQ:

- **Letter of Introduction** – Signed by a principal in the firm serving as the lead applicant on the application and include at a minimum; the year the firm was established, total number of employees currently employed, and the number of employees focused on this engagement and include the items as listed below.
 - **Summary of Qualifications** – Include the firm’s organizational capacity and strengths. List at least two to three (2-3) relevant projects with a brief description of the challenges, strategies and measures incorporated on each job and include a client reference for each. These projects should be similar to the types of projects listed in Section II. Include information on the variance between the firm’s construction cost estimates and actual bid pricing.
 - **Design Approach** – Discuss how you envision the challenges and opportunities presented by the project described in Section II and how you might meet them to ensure a successful outcome. The Town highly encourages respondents to use this opportunity to elaborate on their thinking and experience with respect to its experience managing similar projects and to highlight those aspects of their qualifications that make them the most attractive design team.
 - **Design Team** – Identify the players of the team (including illustrative sub-consultants) for the categories of work under this design project. If applicable, state the firm’s name and any proposed individuals’ names. Include a summary of each team member’s experience, role on the team for this project, and approximate percentage of time allocated to this project. A resume or CV of each proposed team member shall be included in the respondent’s submission.
 - **Bidding and Construction Administration Approach** – Explain how the firm approaches Construction Bidding and Construction Administration.
 - **Project Closeout Services** – Discuss respondent’s approach to project closeout services. The Town’s expectations are that designers will manage the following types of components: all inspections, punch list inspection and follow-up; final inspection and certification; coordination of warranties; O&M documentation and training; plant maintenance guides, and the coordination and delivery of as-built record drawings.

Additionally, the applicant must possess the following:

- Massachusetts professional registration and licensing in all applicable disciplines.
- Thorough knowledge of the Massachusetts Architectural Access Board and Americans with Disabilities Act.
- Maintain sufficient levels of staff to complete the project in an acceptable time frame.

** Must have prior to signing of the contract:

- Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000. A Waiver of Subrogation shall be provided in favor of Town of Dedham.
- General Liability insurance, including property damage, bodily injury or death, and personal injury insurance against claims for damages because of bodily injury or death of any person or damage to property in a minimum amount of \$1,000,000 Per Occurrence. Additional Insured status shall be afforded in favor of Town of Dedham, as well as a Waiver of Subrogation in favor of Town of Dedham.
- Workers' Compensation insurance at statutory limits, and Employers' Liability coverage at limits of at least \$500,000. A Waiver of Subrogation shall be provided in favor of Town of Dedham.
- Auto Liability insurance in a minimum amount of \$1,000,000 Combined Single Limit for bodily injury or property damage. Additional Insured status shall be afforded in favor of Town of Dedham, as well as a Waiver of Subrogation in favor of Town of Dedham.

V. Proposal Submission Requirements.

1. Ten (10) copies of the proposal (**Please DO NOT use 3 ring binders**) and one (1) digital copy CD or USB Drive shall be submitted no later than **12:00 p.m. on Thursday, October 6th, 2022**. Proposals shall be submitted to and addressed as follows:

Rana Mana-Doerfer
Director of Procurement
Dedham Town Hall
450 Washington Street
Dedham, MA 02026

Postmarks will not be considered. It is the sole responsibility of the proposer to ensure that its proposal arrives on time at the designated place.

2. Proposal shall be submitted in a sealed envelope clearly marked on the outside as follows:
"Town Green Project"
3. Complete proposals must include the following:
 - a. Statement of Interest and Vision.
 - b. A list at least two-three (2-3) current or past public and private projects of similar nature with the name and telephone number of reference person(s) to contact. Photos may also be submitted. The description should include the scope of work, the extent of your involvement with the community, and a description of the final project. Include the date of completion and the construction cost, with cost breakdowns where possible.

- c. A general company/firm profile or brochure and list of key personnel who will participate on this project with resumes included.
- d. The identification of any and all consultants who will work with the applicant with resumes attached. Please identify the individual who will bear primary responsibility for this project.
- e. A work plan outlining the applicant's approach to the project, schedule and sequencing of tasks, along with a proposed completion date.
- f. Documentation of "Minimum Qualifications" as set forth above.
- g. Conditions of proposal offered, if any; and
- h. Any other information that the applicant considers relevant for the purpose of evaluating its qualifications for the project.

VI. Selection Process.

1. In evaluating proposals, the TGWG will review all proposals and base its rankings and selection of finalists on the following criteria:
 - a. Prior experience with similar projects.
 - b. Past performance on public projects and working knowledge of the Massachusetts General Laws relating to public construction projects.
 - c. Financial stability of the proposer.
 - d. Professional qualifications of staff and consultants who will work on the project.
 - e. Current workload or clearly established capacity to complete scope of work on a qualitative, timely basis.
 - f. Completeness of proposal submitted by each firm.
 - g. Design vision for creating a signature public space.
 - h. Any other criteria considered relevant to the project.

VII. Evaluation Criteria

The Evaluation Criteria set forth in this section of the RFQ shall be used to evaluate responsible and responsive RFQs. The Evaluation Criteria are:

All RFQs will be reviewed by an evaluation committee composed of the Town Green Working Group. Final selection will be based upon the evaluators' analysis of the information and materials required under the RFQ and provided by the proposing vendors in their submissions. The Town reserves the right to involve an outside consultant in the selection process. The evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable to the comparative evaluation criteria.

The Town will only award a contract to a responsive and responsible Offeror. Before awarding the contract(s), the Town may request additional information from the Offeror to ensure that the Offeror has the resources necessary to perform the required services. The Town reserves the right to reject any and all RFQs if it determines that the criteria set forth have not been met.

Factor 1: Technical and Management Approach	
Highly Advantageous	The Offeror's Qualifications demonstrate a comprehensive understanding of the types of projects listed in the scope of services and a thorough attention to detail. The Offeror's Qualifications demonstrate that they have exhibited past projects that are both cost effective and relevant to Dedham's specific <u>needs.</u>
Advantageous	The Offeror's Qualifications demonstrate a moderate understanding of the types of projects listed in the scope of services and modest attention to detail. The Offeror's Qualifications demonstrate that their past projects have not been optimally cost effective and lack certain aspects of relevance to Dedham's needs.
Not Advantageous	The Offeror's Qualifications lacks a comprehensive understanding of the types of projects listed in the scope of services and a thorough attention to detail. The Offeror's Qualifications demonstrate that their past projects have not been cost effective or relevant to Dedham.
Unacceptable	The Offeror will be deemed unacceptable if they cannot meet these minimum qualifications.
Factor 2: Key Personnel	
Highly Advantageous	<u>The team</u> identified by the Offeror is shown to possess a <u>very high level</u> of landscape design and construction administration experience and performance. Resumes are included in the RFQ for all proposed personnel. All proposed personnel are currently performing functions similar to those proposed clearly show an adequate level of relevant experience to successfully perform the scope outlined herein.
Advantageous	<u>The team</u> identified by the Offeror is shown to possess a <u>high level</u> of landscape design and construction administration experience and performance. Resumes are included in the RFQ for most of the proposed personnel. Some of these proposed personnel show an adequate level of relevant experience to successfully perform the scope outlined herein.
Not Advantageous	<u>The team</u> identified by the Offeror is shown to possess an <u>adequate level</u> of landscape design and construction administration experience. Resumes are not included any of the proposed staff.
Unacceptable	The Offeror will be deemed unacceptable if they cannot meet these minimum qualifications.
Factor 3: Past Performance	

Highly Advantageous	The RFQ demonstrates the Offeror's efficient and effective design and management of four (4) or more projects of similar size and scope in settings similar to Dedham and to the types of projects listed in the scope of services.
Advantageous	The RFQ demonstrates the Offeror's efficient and effective design and management of at least two to three (2-3) park projects of similar size and scope in settings similar to Dedham and to the types of projects listed in the scope of services.
Not Advantageous	The RFQ demonstrates the Offeror's efficient and effective design and management of one (1) or less park projects of similar size and scope in settings similar to Dedham and to the types of projects listed in the scope of services.
Unacceptable	The Offeror will be deemed unacceptable if they cannot meet these minimum qualifications.
Factor 4: Design Vision	
Highly Advantageous	The RFQ clearly demonstrates the Offeror's vision for Dedham's Town Green and ability to design exceptional public spaces.
Advantageous	The RFQ clearly demonstrates the Offeror's vision for Dedham's Town Green and ability to design quality public spaces.
Not Advantageous	The RFQ does not clearly demonstrate the Offeror's vision for Dedham's Town Green nor document the ability to design exceptional or quality spaces.
Unacceptable	The Offeror will be deemed unacceptable if they cannot meet these minimum qualifications.

1. Based upon the ranked proposals, at least three (3) firms will be selected and ranked according to preferences and submitted to the Town of Dedham for public interviews/presentations. During the evaluation process, the TGWG reserves the right to request additional information or clarification from any proposer, or to all corrections of errors or omissions.
2. The Town of Dedham will conduct interviews/presentations, through the TGWG, with at least three (3) firms selected by the TGWG. During the interview process, the Town of Dedham reserves the right to request additional information or clarification from any proposer, or to allow corrections of errors or omissions.
3. Following the interviews/presentations, the Town of Dedham will negotiate with the top ranked Designer to develop a Scope of Work, Fees and Professional Service Agreement. Should negotiations fail, the Town reserves the right to negotiate with the second ranked Designer and thus the third ranked Designer should negotiations fail with the second ranked Designer. Final determination on the award of the contract will be made by the Town Manager as the awarding authority.

VIII. General and Special Provisions.

1. The Town of Dedham reserves the right to reject any and all proposals, waive informalities, and to recommend the award of a contract as may be in the best interest of the Town of Dedham.
2. All proposals, materials, drawings, plans, etc. submitted in conjunction with the selection process shall become the property of the Town of Dedham and may be disposed of without notification and shall be considered public information.
3. The Designer selected shall be expected to comply with all applicable federal and state laws in the performance of services.
4. The consideration of all proposals and subsequent selection of the successful proposal shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or natural origin.
5. The Designer shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth of Massachusetts (Chapter 151 B of the Massachusetts General Laws).
6. The provisions relating to nondiscrimination and affirmative action in employment shall follow through all contacts and subcontracts that the successful applicant may receive or award as a result of this contract.
7. Services provided by the Designer shall be rendered through a Professional Services Agreement furnished by counsel to the Town of

Dedham. The successful Designer will not be considered an employee of the Town and will not receive any benefits of any employee.

8. Prospective applicants who have any questions regarding this Request for Qualifications should contact:

Jason L. Mammone, P.E.
Director of Engineering
55 River Street
Dedham, MA 02026
jmammone@dedham-ma.gov
CC: Procurement@dedham-ma.gov

All inquiries must be made in writing, responses will be sent to all proposers of record, no oral responses may be relied upon.

IX. 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:

Town, State Zip:

Telephone:

ATTACHMENT A – PROFESSIONAL SERVICE AGREEMENT

**AGREEMENT
BETWEEN
TOWN OF DEDHAM, MASSACHUSETTS
AND**

**FOR
DESIGN SERVICES**

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand and Twenty-Two, between _____, with a usual place of _____ hereinafter called the DESIGNER, and the Town of Dedham, acting by its Town Manager, with a usual place of business at 450 Washington Street, Dedham, MA 02026, hereinafter called the OWNER.

The DESIGNER and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Services

- A. Assist the OWNER, as requested, with professional design services related to design, bidding and construction phase services as described in Attachment B – Scope of Work

2. Contract Price

The OWNER shall pay the DESIGNER for the performance of this Agreement, subject to any additions and deductions provided for herein, in current funds, the not to exceed sum of _____ (\$_____).

3. Commencement and Completion of Work

- A. It is agreed that time is of the essence of this Agreement. The DESIGNER shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work as outlined in the “Schedule” Section of the attached Scope of Work. Regardless of the completion dates stated in the “Schedule” section, all work associated under this Agreement shall be completed before _____.

- B. Time as Essential Condition: It is understood and agreed that the commencement of and completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Agreement wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Agreement any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the

completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. Progress and Completion: DESIGNER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, and diligently at such a rate of progress as will ensure completion within the stipulated number of calendar days, notwithstanding the impacts to the schedule for conditions outside the DESIGNER's control.
4. Performance of the Work
- A. Direction of the Work: The DESIGNER shall supervise and direct the Work, using their best skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location. The DESIGNER shall be solely responsible for coordinating all portions of the Work under the Agreement, under their control.
 - B. Responsibility for the Work:
 - (1) The DESIGNER shall be responsible to the OWNER for the acts and omissions of their employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the DESIGNER. Consistent with the standard of care referenced in paragraph A. above, the DESIGNER shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work or services furnished by themselves or their consultants and subcontractors. The DESIGNER shall perform their work under this Agreement in such a competent and professional manner that detail checking and reviewing by the OWNER shall not be necessary.
 - (2) The DESIGNER shall not employ additional consultants not named in their proposal to the OWNER, nor sublet, assign or transfer any part of their services or obligations under this Agreement without the prior approval and written consent of the OWNER. Such written consent shall not in any way relieve the DESIGNER from their responsibility for the professional and technical accuracy and coordination of all data, designs, drawings, specifications, estimates and other work or services furnished under this Agreement.

- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The DESIGNER and all consultants and subcontractors shall conform their work and services to Dedham's current guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement. "Current" shall be taken to mean those in place at the time of the execution of this Agreement.
- (5) The DESIGNER shall not be relieved from their obligations to perform the Work in accordance with the requirements of this Agreement either by the activities or duties of the OWNER in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the DESIGNER.
- (6) Neither the OWNER's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

C. Deliverables, Ownership of Documents:

One (1) reproducible and (1) digital copy of all drawings, plans, specifications and other documents prepared by the DESIGNER shall become the property of the OWNER upon payment in full therefor to the DESIGNER. Ownership of stamped drawings and specifications shall not include the DESIGNER's certification or stamp. Any re-use of such documents without the DESIGNER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the DESIGNER or to the DESIGNER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the DESIGNER's rights under this Agreement.

D. Notices, Compliance With Laws:

- (1) The DESIGNER shall give notices and comply with federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority relating to the performance of the Work. The DESIGNER shall provide the OWNER with reproductions of all permits, licenses and receipts for any fees paid. The OWNER represents that it has disclosed to the

DESIGNER the orders and requirements known to the OWNER of any public authority particular to this Agreement.

- (2) If the DESIGNER observes that any of the OWNER's design schemes, outlines or goals are at variance with applicable laws, statutes, codes and regulations in any respect, they shall promptly notify the OWNER in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) In the performance of the Work, the DESIGNER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; DESIGNER's Investigation

The OWNER shall furnish to the DESIGNER available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the OWNER. All such information is furnished only for the information and convenience of the DESIGNER and is not guaranteed. It is agreed and understood that the OWNER does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the DESIGNER must satisfy themselves as to the correctness of such information. If, in the opinion of the DESIGNER, such information is inadequate, the DESIGNER may request the OWNER's approval to verify such information through the use of consultants or additional exploration. In no case shall the DESIGNER commence such work without the OWNER's prior written consent. Such work shall be compensated as agreed upon by OWNER and DESIGNER.

6. Payments to the DESIGNER

- A. The OWNER shall make payments to the DESIGNER, monthly, upon approval of the DESIGNER's requisitions. Payments shall be made, in general conformance with Attachment A, on a time and materials basis up to the cost not to exceed noted above, without prior written approval by the Owner.
- B. If there is a material change in the scope of work, the OWNER and the DESIGNER shall mutually agree to an adjustment in the Contract Price.
- C. If the OWNER authorizes the DESIGNER to perform additional services, the DESIGNER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the DESIGNER shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the DESIGNER shall be reimbursed by the Owner: (a) at 1.1 times the actual cost to the DESIGNER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the OWNER; (b) at 1.1 times the actual cost of additional or specially authorized expense items, as approved by the OWNER.

8. Final Payment, Effect

The acceptance of final payment by the DESIGNER shall constitute a waiver of all claims by the DESIGNER arising under the Agreement.

9. Terms Required by Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The DESIGNER shall indemnify and hold harmless the OWNER from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement that relate to matters of general commercial liability, to the extent such claims, damages, losses, and expenses are caused by the negligent acts or omissions of the DESIGNER or their employees, agents, subcontractors or representatives.
- B. Professional Liability: The DESIGNER shall indemnify and hold harmless the OWNER from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement to the extent that such claims, damages, losses, and expenses are caused by the negligent acts, negligent errors or omissions of the DESIGNER or their employees, agents, subcontractors or representatives.

11. Insurance

- A. The DESIGNER shall at their own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00. A Waiver of Subrogation shall be provided in favor of Town of Dedham.

- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the OWNER. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the DESIGNER shall notify the OWNER should coverage become unavailable.

- C. The DESIGNER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- D. The DESIGNER shall also maintain General Liability insurance, including property damage, bodily injury or death, and personal injury insurance against claims for damages because of bodily injury or death of any person or damage to property in a minimum amount of \$1,000,000 Per Occurrence. Additional Insured status shall be afforded in favor of Town of Dedham, as well as a Waiver of Subrogation in favor of Town of Dedham.
- E. The DESIGNER shall also maintain Auto Liability insurance in a minimum amount of \$1,000,000 Combined Single Limit for bodily injury or property damage. Additional Insured status shall be afforded in favor of Town of Dedham, as well as a Waiver of Subrogation in favor of Town of Dedham.
- F. The DESIGNER shall also maintain Workers' Compensation insurance at statutory limits, and Employers' Liability coverage at limits of at least \$500,000. A Waiver of Subrogation shall be provided in favor of Town of Dedham.
- G. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the OWNER at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice.
- H. Upon request of the DESIGNER, the OWNER reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event

that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default or make a reasonable attempt to cure and the OWNER agrees to extend the cure period.
- B. The OWNER shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the DESIGNER. In the event that the Agreement is terminated pursuant to this subparagraph, the DESIGNER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Royalties and Patents: The DESIGNER shall pay all applicable royalties and license fees. The DESIGNER shall defend all suits or claims for infringement of any patent rights and shall save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified by the OWNER; but if the DESIGNER believes or has reason to believe that the design, process or product specified is an infringement of a patent, the DESIGNER shall be responsible for such loss unless the DESIGNER promptly give such information to the OWNER, and thereafter the OWNER insists on the use of the design, process or product specified.
- B. Assignment: The DESIGNER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the OWNER.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. Certification of Tax Compliance: By its execution of this Agreement, the DESIGNER certifies, pursuant to General Laws Chapter 62C, Section 49A and under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the OWNER by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

DESIGNER:

Signature

Name of Signer

Title

Street Address

Town, State and Zip

Tax ID#

OWNER:

TOWN OF DEDHAM, MA

I hereby certify that there is an unencumbered balance of \$ _____ available for this contract and furthermore that this sum is hereby encumbered against the appropriate account for the purpose of this Agreement.

Director of Finance or Town Accountant

Leon Goodwin, Town Manager

Approved as to Form

Town Counsel