

DESIGN REVIEW ADVISORY BOARD

Town of Dedham

Mollie Moran, Chair
Martha Abdella
Paul Corey
John Haven



Richard J. McCarthy, Jr.
Planning Director

Susan Webster
Administrative Assistant
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26 Bryant Street
Dedham, Massachusetts 02026

REQUEST FOR PROPOSAL (RFP)

Town of Dedham

Request for Proposals

Town of Dedham Comprehensive Design Guidelines Manual

Proposals Due: January 14, 10:00am
Late Proposals Will Be Rejected

Deliver Complete Proposals To:

Richard J. McCarthy, Jr.
Planning Director
26 Bryant Street
Dedham, MA 02026

For Further Information Please Contact:
Richard J. McCarthy, Jr., at 781/751-9242
rmccarthy@dedham-ma.gov

The Town of Dedham reserves the right to reject any or all proposals.

The envelope containing the Proposal and required information must be sealed and marked with Proposer's name, description of proposal, Proposal number and date of opening. The Proposer must sign the bottom of the Proposal Cover Sheet and the attached Fee Proposal Form.

REQUEST FOR PROPOSALS

TOWN OF DEDHAM COMPREHENSIVE DESIGN GUIDELINES MANUAL

A. Introduction

This request for proposals (RFP) sets forth the procedures and requirements to be utilized by the Town of Dedham in the selection of an urban design consultant to provide professional services to develop a Comprehensive Design Guidelines Manual.

Activities will commence upon selection of a consultant and issuance of a notice to proceed. Consultants must provide fee amounts for each phase of the project.

The Design Review Advisory Board (DRAB) has been selected to evaluate all timely proposals, and a contract will be awarded by the Town Administrator.

B. Project Area

The project area is town-wide.

C. Funding Source(s)

Funding shall be provided by DRAB.

D. Project Objectives

See Attachment A for Scope of Services.

The Town of Dedham has a wealth of historic architecture and cultural resources that appeal to businesses and residents. In an effort to guide future development, the Town of Dedham proposes to develop a comprehensive town-wide Manual of Design Guidelines. The manual will establish specific design standards for use by residents, business owners, and developers. Overall, this project will provide a much-needed guide for the Town's efforts to promote high-quality, architectural appropriate development.

The proposed scope includes research of Dedham's historic architecture and design traditions and an analysis of existing Town design guidelines and regulations including the Zoning Bylaws, Sign Code. The final product will be a user-friendly manual, which will include design objectives and guidelines, diagrams, photographs and other information necessary to clearly illustrate appropriate design principals for buildings, storefronts, streetscapes, landscapes, site plans and signage. The manual will be distributed to building owners and potential developers for use when constructing and/or improving their building.

E. Qualifications of the Consultant

An original and six (6) copies each of the priced and non-priced proposals must be furnished to Richard J. McCarthy, Jr., Planning Director, 26 Bryant Street, Dedham, MA 02026 review by DRAB by January 14, by 10:00am. The proposal must include:

1. The identity of the individual, partnership or corporation applying for the contract award. If the applicant is a partnership or joint venture, the proposal should specify who will act as the lead consultant for purposes of assuming contractual responsibility. If the consultant intends to subcontract the graphic design, photography or any other work required in the scope of services, the subcontractor must be identified.
2. A description of the consultant's approach to this project: methodology, demonstrated understanding of the community's needs, and the consultant's expectations of assistance and services from the Town.
3. An applicant qualifications statement, including academic and professional work experience attesting to capacity to perform the required work program. Resumes are required for all project personnel.

Consultants must meet the following minimum criteria:

- a. Bachelor's Degree in Architect, Landscape Architecture, Architectural History, Planning or a closely related field and at least two years full-time experience in an area relevant to the project; or
 - b. Master's Degree in Architecture, Landscape Architecture, Architectural History, Planning or a closely related field; or
 - c. Professional Degree in Architecture or Massachusetts license to practice architecture, and at least one year of graduate study in architectural preservation, preservation planning, or a closely related field, or one year of full-time professional experience on historic preservation projects;
 - d. Experience in graphic design and layout.
4. A client reference list, with names, addresses, and telephone numbers, especially for clients for whom the consultant has performed similar services in the past.
 5. Any other information deemed relevant to the project, and which the consultant believes will further the competitiveness of the proposal, including work samples from similar completed projects.
 6. Completed Fee Proposal Form, Attachment B, and sealed in a separate envelope marked as Price Proposal, RFP Design Guidelines, Company Name, Date, and Time of the proposal.

Any proposal which fails to include all of the above information will be rejected as unresponsive, and will not be afforded a complete review by the evaluation team.

F. Selection Criteria

The selection process will include an evaluation procedure based on the criteria identified below.

1. General Experience:

- a. A Proposer shall be deemed unacceptable in this criterion if he does not satisfy the minimum requirements as described in Qualifications of the Consultant, Section E, of this proposal.
- b. A Proposer shall be deemed not-advantageous in this criterion if he satisfies but does not exceed the minimum requirements as described in Qualifications of the Consultant, Section E, of this proposal.
- c. A Proposer shall be deemed advantageous in this criterion if evidence is provided showing that he meets one or more of the following:
 - i. Completed one or more public or private, fixed-term and fixed-fee contracts; specifically, Town funded contracts.
 - ii. Provided consulting services, in the fields listed in Section E for a minimum of five years. If the key personnel is a teacher representing a college or university, he/she must be employed by the college or university for a minimum of five years.
 - iii. Professional qualifications of the competitor (training/educational background appropriate to the project described herein) and all project personnel, including professional experience above and beyond the minimum qualifications outlined in Section E
- d. A Proposer shall be deemed highly advantageous in this criterion if evidence is provided showing that he or she meets all of the requirements listed in Item c above.

2. Quality of Work/Timeliness

The Town of Dedham will randomly select and contact at least one reference from those provided by the Proposer. The Town of Dedham will also take into consideration, any projects previously completed by the Proposer for the Town of Dedham.

- a. A Proposer shall be deemed unacceptable in this criterion if the reference contacted provides a recommendation indicating (or if the results of the previously completed Town of Dedham project concluded) that the Proposer provided unsatisfactory work quality or was unable to fulfill the scope of the project.
- b. A Proposer shall be deemed not-advantageous in this criterion if the reference contacted provides a recommendation indicating (or if the results of the previously completed Town of Dedham project concluded) that the Proposer provided average work quality or was unable to meet project deadlines.
- c. A Proposer shall be deemed advantageous in this criterion if the reference contacted provides a recommendation indicating (or if the results of the previously completed

Town of Dedham project concluded) that the Proposer provided above-average work quality and met project deadlines.

- d. A Proposer shall be deemed highly advantageous in this criterion if the reference contacted provides a recommendation indicating (or if the results of the previously completed Town of Dedham project concluded) that the Proposer provided highly above-average work quality and/or beat project deadlines.

3. Quality of Proposal

- a. A Proposer shall be deemed unacceptable in this criterion if portions of the submitted proposal or work examples are incomplete or do not include a narrative on the Proposer's approach to the project or understanding of the project or if the sample studies/forms are illegible or incomplete or are substandard in historical research or narration.
- b. A Proposer shall be deemed non-advantageous in this criterion if: 1) the sample studies/forms indicate that minimal research was undertaken, that there is a lack of significant explanation of the details or, if a study, that the conclusion or recommendations provided in the study are vague or incomplete as they relate to the intent of the study; or 2) the proposal does not clearly and concisely define the Proposer's approach to the project, understanding of the project or if the proposal is not prepared in a manner that reflects high quality report presentation capabilities.
- c. A Proposer shall be deemed advantageous in this criterion if: 1) the sample studies/forms are complete, meet the highest graphic standards, show evidence that adequate research was conducted, provide sufficient explanation of the details and, if a study, that the conclusion or recommendations provided specifically address the intent of the study; and 2) the proposal reflects high quality report presentation capabilities with a clear and concise narrative that defines the Proposer's approach to the project and understanding of the project.
- d. A Proposer shall be deemed highly advantageous in this criterion if: 1) the sample studies/forms are complete, meet the highest graphic standards, show evidence that extensive research was conducted, provide exceptional clarity and depth in the explanation of the historical details and, if a study, that the conclusions or recommendations provided specifically and thoroughly address the intent of the study; and 2) the proposal meets the highest graphic standards and illustrates that the Proposer has a strong understanding of the project and adequately defines the approach to the project.

G. Project Fee (for completion of project as described)

The Town of Dedham has established a fixed fee not to exceed sixteen thousand dollars (\$16,000) for the Scope of Services described herein. Consultants must complete Attachment B: Fee Proposal Form. Project fees must be provided for each of the three (3) phases of work as described in the form. Fees shown shall include all costs and expenses (copying, mileage, photographs, graphic design and layout of manual, etc.) to complete the scope of work defined in Attachment A

of this RFP. The selection committee will select the most overall advantageous proposal. Contract award recommendation is subject to review and approval by Town Administrator.

H. Submissions

Proposals should be addressed to:
Richard J. McCarthy, Jr.
Planning Director
26 Bryant Street
Dedham, MA 02026

The final date for submission of proposals is 10:00am on January 14th.

NOTE: Any questions pertaining to this RFP may be directed to Richard J. McCarthy, Jr., Planning Director at 781-751-9242 or rmccarthy@dedham-ma.gov

- A. Scope of Work
- B. Fee Proposal Form
- C. Certification of Non-Collusion and Tax Attestation Form

I. Additional Information

The following information is available in the Planning Board Office, upon request:

- A. Town of Dedham Zoning Bylaws
- B. Sign Code
- C. Master Plan
- D. Town-wide Zoning Map
- E. Historic District Map

RFP Design Guidelines

General Conditions and Requirements

Proposal Rules

This proposal is solicited to the General Public and a Consultant Agreement will be awarded pursuant to the rules set forth in Chapter 30B of the Massachusetts General Laws and subject to approval by Design Review Advisory Board.

Reviewing Period

All proposals meeting proposal requirements and conditions may be held by the Town of Dedham for a period not to exceed thirty (30) days from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of proposers, prior to the awarding of the contract, if at all.

Basis of Proposal Award

The Agreement shall be awarded to the responsible and responsive proposer submitting the proposal considered most advantageous, taking into consideration the proposal's merits regarding the terms of the contract and the proposed service. Additional agreement conditions and requirements applicable to the procurement are incorporated in **Exhibit A**, attached hereto.

Evaluation of Proposal

The Design Review Advisory Board has been appointed by the Purchasing Agent to evaluate merits of the submitted proposals. Using the rating system prescribed in Chapter 30B of the Massachusetts General Laws (the Uniform Procurement Act), the committee shall assign a rating system to each criterion. The committee shall also assign a composite rating to each proposal. The documented results shall then be submitted to the Town's Chief Procurement Officer who will make the award based on the evaluation.

Compliance with Applicable Laws

The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

The proposal must comply with all Federal, State, and municipal laws, ordinances, rules and/or regulations.

Questions and Interpretations

Any substantive questions regarding the proposal documents shall be referred to the Planning Director in writing at least five working days prior to the date and time for receipt of proposals. All answers and interpretations and any changes to the documents will be issued in the form of addenda to all proposers of record.

Ability and Experience

The Awarding Authority will not award a contract to any proposer who cannot furnish satisfactory evidence of his ability and experience pertaining to the scope of work outlined in Attachment A.

The Awarding Authority may make such investigations as it deems necessary to determine the above and a

proposer shall furnish information requested in this regard and shall furnish it under oath if required.

Assignment of Contract

The Proposer shall not subcontract consultants, sublet, assign or in any way transfer any interest in this agreement without the prior written consent of the Town, provided, however, that claims for money due or to become due to the Proposer from the municipality hereunder may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of any such assignment is furnished promptly to the Town, any such assignment shall be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the Town against the Proposer in absence of such agreement. The written consent shall not in any way relieve the Proposer from his responsibility for the professional accuracy and the coordination of all work or materials furnished. Should two or more Proposers receive a composite score of Highly Advantageous, the Proposer illustrating the most familiarity with Dedham's historic resources and preservation needs shall be selected. Such determination may be made through the review of the proposals submitted or through Proposer interviews.

Ownership of Information

- A. All information acquired by the Proposer from the municipality or from others at the expense of the municipality in the performance of the agreement, shall be and remain the property of the municipality. All records, data files, computer records, work sheets, photograph negatives, deliverable products complete and incomplete, and all other types of information prepared or acquired by the Proposer for delivery to the municipality shall be and remain the property of the municipality.
- B. The Proposer agrees that he will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the Town. The Proposer further agrees to return said information in whatever form it is maintained by the Proposer.

Certification of Non-Collusion and Tax Attestation Form

All proposers must sign the attached form which incorporates both an attestation clause regarding Massachusetts State tax returns and a certificate of non-collusion. This signed form must be submitted with the proposal package. Failure to sign and submit the form is cause for that proposal to be rejected.

Examination

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

Corrections

Erasures or other changes in the proposal must be explained or noted over the signature of the proposer.

Conflict of Interest

The applicant agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 286A of the General Laws concerning conflict of interest. The proposer covenants that it presently has no interest and shall not require any interest, direct or indirect, which would conflict in any manner or degree with the performance under the agreement.

No employee of the Town of Dedham and no public official who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or have any financial interest, direct or indirect in this agreement or the proceeds thereof.

Signature

All proposals shall be complete, factual, and signed by an authorized officer of the proposer's company on the appropriate page(s) and the front of the cover sheet.

Number of copies

One original and six (6) copies of the proposal must be submitted to the Purchasing Agent in an envelope with the Proposal Name and Number, Company Name, and Date and Time of the Proposal Opening.

Waiver

The Town of Dedham reserves the right to reject any and all proposals, or to waive any informalities in the proposal process, if deemed in the Town's best interest.

Place and Time

Sealed proposals will be received at the Office of the Planning Director, 26 Bryant Street, Dedham, MA 02026 until 10:00 AM on January 14, 2011 at which time and place they will be opened and registered.

Disclosure

The selected proposer must file a disclosure of beneficial interests required by G.L. c.7, 40J. This must be filed with the Deputy Commissioner of the Division of Capital Asset Management and Maintenance.

Modifications

A proposer may correct, modify, or withdraw a proposal by sealed, written notice clearly marked as a correction, modification, or withdrawal and received in the Office of the Planning Director prior to the time and date set for the proposal deadline.

Liability

The Proposer agrees to indemnify, save harmless, and defend the Town, its agents, and its employees from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulation, or orders caused, in whole or in part, by the Proposer's employees, or its agents or servants, in the performance of this contract.

INSURANCE COVERAGE:

General - The Successful Proposer 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 Successful Proposer agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Successful Proposer to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the Town of Dedham, 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.

Successful Proposer's Comprehensive General Public Liability and Property Damage Liability Insurance - The Successful Proposer 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 Successful Proposer'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 Successful Proposer shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Successful Proposer 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 Successful Proposer must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other Town 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 Town of Dedham 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 Successful Proposer.

All insurance coverage shall be at the sole expense of the Successful Proposer and shall be placed with such company as may be acceptable to the Town of Dedham and shall constitute a material part of the contract documents.

Failure to provide written proof to Town 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.

Final Approval and Payment

- A. Final products outlined in the Work Program of this Request for Proposals and the written Agreement must be approved by the Town of Dedham. If, for any reason, the final products do not conform to the terms and conditions of the Agreement, the Town of Dedham reserves the right to withhold payment until all conditions are met. Neither the Town review, approval, acceptance of, nor payment for, any of the services furnished shall be construed to operate as a waiver of any rights under the contract or any cause of action arising out of the performance of the contract.
- B. Total compensation for services under this contract shall not exceed \$16,000. Payment shall be made upon proper invoicing. Invoicing may be submitted at the completion of each phase based on a not to exceed amount to be established by the Dedham Planning Director. Such invoicing shall include a description of services provided and proper reference to the Scope of Services. Invoices shall be submitted to the Town of Dedham Planning Director, 26 Bryant Street, Dedham, MA 02026.

Revision of Agreement

There shall be not change in project work, budget or timetable without the prior written approval of the Design Review Advisory Board. Changes in the Work Program to be performed by the Proposer under the Agreement, including any increases or decreases in the compensation to the Proposer or the time limitation for completion, which are mutually agreed upon by and between the Town and the Proposer, shall be incorporated into the Agreement in the form of written amendments. Any and all amendments, alterations and changes in the Agreement will only be binding on the parties if executed in writing as set forth herein. No part of the contract shall be altered in any way without prior written consent of the Town of Dedham Purchasing Agent.

Time Schedules

Professional services shall commence no later than February 1, 2011 and be completed by June14, 2011 according to the schedule in the Work Program. The Proposer agrees to promptly notify the Planning Director should problems, delays or adverse conditions become known which will materially affect the ability to attain project objectives, prevent the meeting of time schedules or preclude the completion of approved work.

Fair Practices

The Proposer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, veteran status or national origin. The Proposer shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, handicap, veteran status, familial status, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notice setting for the provisions of this non-discrimination clause. The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, age, handicap, veteran status or national origin. The Proposer agrees to comply with the "Governor's Code of Fair Practices" of January 12, 1966, Chapter 151B of the Massachusetts General Laws, as amended and Executive Orders which prohibit discrimination because of race, color, religion, national origin, age, sex, veteran status or handicap.

Copyright

Except as otherwise provided in the Agreement, the Town of Dedham may copyright any book, publication or the material developed in the course of this project.

Failure to comply with the above conditions and requirements or any attached specifications or any other minimum qualifications will be justification to reject any proposal as incomplete.

Submissions

Proposals should be addressed to:

Richard J. McCarthy, Jr., Planning Director
Town of Dedham
26 Bryant Street
Dedham, MA 02026

The final date for submission of proposals is on or before 10:00am on January 14, 2011.

ATTACHMENT A SCOPE OF WORK

Introduction

The proposed scope includes research of Dedham's architecture and urban design traditions and an analysis of existing Town regulations including Zoning Bylaws, Sign Code. The final product will be a user-friendly manual, which will include design objectives and guidelines, diagrams, photographs and other information necessary to clearly illustrate appropriate design principals for buildings, storefronts, streetscapes, landscapes, site plans and signage. The manual will be distributed to building owners and potential developers for use when constructing and/or improving their building.

Phase Meetings

The project consists of three phases. The consultant will meet with Design Review Advisory Board, Economic Development Director and Planning Director for a start up meeting prior to the beginning of Phase I to review project scope and products and to meet at the end of Phase II and before starting phase III.

The scope of the project is split into the following three (3) phases:

PHASE I (approximately 6 weeks)

TASKS:

- Meet with the Design Review Advisory Board and Planning Director to discuss the scope of the project and to assess the available documentary materials (maps, existing guidelines and manuals, public information, other examples of successful design guideline manuals etc.).
- Review documents, including plans and photographs and obtain representative examples to include in the final draft of the manual.
- Meet with the Stakeholders to introduce the project and receive input on the project.
- Meet with previous applicants to assess the review process and provide suggestions to add to the design guidelines.
- Assess design guidelines and manuals from other communities that represent good examples and are applicable to Dedham and review them with Design Review Advisory Board.
- Obtain photographs that reflect appropriate design and examples of new development that integrates into the context of each commercial area.
- Document each area with digital color photographs to record existing conditions and important historical resources

- Draft maps exhibiting the boundaries for each area.

PRODUCTS:

- Draft maps;
- Summary of collected materials;
- Draft design manual outline including:
 - Annotated Table of Contents
 - Description and photographs of the existing conditions
 - Summary of design objectives and guidelines
 - Photographs; site plans (reduced if necessary)
 - Examples of manual layout and design

PHASE II (approximately 10 weeks)

TASKS:

- Prepare draft narrative portion of manual that summarizes the character, development patterns, historic resources and existing conditions town-wide.
- Prepare preliminary design guidelines (site planning, building design, landscaping, signage town-wide).
- Prepare diagrams, photographs, and renderings to illustrate the proposed design guidelines.
- Meet with Design Review Advisory Board and staff to review draft guidelines.
- Provide draft to the Design Review Advisory Board, Planning Director and Economic Development Director.

PRODUCTS:

- Draft Design Guidelines Manual that includes photographs and maps

PHASE III (approximately 3 weeks)

TASKS:

- Provide options for future printing and distribution to maximize shelf life.
- Prepare final draft of the manual that incorporates all comments and present to the Design Review Advisory Board for approval before final printing.

PRODUCTS:

- Final Design Guidelines Manual (one camera ready and 50 copies) with the appropriate acknowledgements.

TIMEFRAME

Phase I - will be completed by March 15, 2011

Phase II - will be completed by May 24, 2011

Phase III - will be completed by June 14, 2011

ATTACHMENT B
FEE PROPOSAL FORM

The undersigned hereby submits a price proposal to perform the services outlined in the Request for Proposals for the Town of Dedham Comprehensive Design Guidelines Manual.

Consultant:

Address:

The CONSULTANT hereby pledges to deliver the complete scope of services required, for the rates and charges shown below:

PROFESSIONAL SERVICES, Hourly Rate: _____

Estimated cost to complete the project:

Phase I: _____

Phase II: _____

Phase III: _____

TOTAL COST: _____

CONSULTANT

DATE

ATTACHMENT C
**CERTIFICATE OF NON-COLLUSION AND TAXATION ATTESTATION
CLAUSE**

As required under Chapter 233 and 701 of the Mass. Acts and Resolves of 1983, all bidders must certify to the following, by signing this page in the space indicated below.

1. 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, unity or group or individuals.

2. “Pursuant to M.G.L. Ch 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law”.

Authorized Officer (Print)

*(Authorized Signature)

(Name of business)

(Social Security No. or Federal Identification No.)

*Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause. This does not constitute the legal signature required for the bid or proposal on page one.

REQUEST FOR PROPOSAL (RFP)

Town of Dedham

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9. An applicant qualifications statement, including academic and professional work experience attesting to capacity to perform the required work program. Resumes are required for all project personnel.

Consultants must meet the following minimum criteria:

- e. Bachelor's Degree in Architect, Landscape Architecture, Architectural History, Planning or a closely related field and at least two years full-time experience in an area relevant to the project; or
 - f. Master's Degree in Architecture, Landscape Architecture, Architectural History, Planning or a closely related field; or
 - g. Professional Degree in Architecture or Massachusetts license to practice architecture, and at least one year of graduate study in architectural preservation, preservation planning, or a closely related field, or one year of full-time professional experience on historic preservation projects;
 - h. Experience in graphic design and layout.
10. A client reference list, with names, addresses, and telephone numbers, especially for clients for whom the consultant has performed similar services in the past.
 11. Any other information deemed relevant to the project, and which the consultant believes will further the competitiveness of the proposal, including work samples from similar completed projects.
 12. Completed Fee Proposal Form, Attachment B, and sealed in a separate envelope marked as Price Proposal, RFP Design Guidelines, Company Name, Date, and Time of the proposal.

Any proposal which fails to include all of the above information will be rejected as unresponsive, and will not be afforded a complete review by the evaluation team.

G. Selection Criteria

The selection process will include an evaluation procedure based on the criteria identified below.

1. General Experience:

- d. A Proposer shall be deemed unacceptable in this criterion if he does not satisfy the minimum requirements as described in Qualifications of the Consultant, Section E, of this proposal.
- e. A Proposer shall be deemed not-advantageous in this criterion if he satisfies but does not exceed the minimum requirements as described in Qualifications of the Consultant, Section E, of this proposal.
- f. A Proposer shall be deemed advantageous in this criterion if evidence is provided showing that he meets one or more of the following:
 - iv. Completed one or more public or private, fixed-term and fixed-fee contracts; specifically, Town funded contracts.
 - v. Provided consulting services, in the fields listed in Section E for a minimum of five years. If the key personnel is a teacher representing a college or university, he/she must be employed by the college or university for a minimum of five years.
 - vi. Professional qualifications of the competitor (training/educational background appropriate to the project described herein) and all project personnel, including professional experience above and beyond the minimum qualifications outlined in Section E
- e. A Proposer shall be deemed highly advantageous in this criterion if evidence is provided showing that he or she meets all of the requirements listed in Item c above.

2. Quality of Work/Timeliness

The Town of Dedham will randomly select and contact at least one reference from those provided by the Proposer. The Town of Dedham will also take into consideration, any projects previously completed by the Proposer for the Town of Dedham.

- e. A Proposer shall be deemed unacceptable in this criterion if the reference contacted provides a recommendation indicating (or if the results of the previously completed Town of Dedham project concluded) that the Proposer provided unsatisfactory work quality or was unable to fulfill the scope of the project.
- f. A Proposer shall be deemed not-advantageous in this criterion if the reference contacted provides a recommendation indicating (or if the results of the previously completed Town of Dedham project concluded) that the Proposer provided average work quality or was unable to meet project deadlines.
- g. A Proposer shall be deemed advantageous in this criterion if the reference contacted provides a recommendation indicating (or if the results of the previously completed

Town of Dedham project concluded) that the Proposer provided above-average work quality and met project deadlines.

- h. A Proposer shall be deemed highly advantageous in this criterion if the reference contacted provides a recommendation indicating (or if the results of the previously completed Town of Dedham project concluded) that the Proposer provided highly above-average work quality and/or beat project deadlines.

3. Quality of Proposal

- e. A Proposer shall be deemed unacceptable in this criterion if portions of the submitted proposal or work examples are incomplete or do not include a narrative on the Proposer's approach to the project or understanding of the project or if the sample studies/forms are illegible or incomplete or are substandard in historical research or narration.
- f. A Proposer shall be deemed non-advantageous in this criterion if: 1) the sample studies/forms indicate that minimal research was undertaken, that there is a lack of significant explanation of the details or, if a study, that the conclusion or recommendations provided in the study are vague or incomplete as they relate to the intent of the study; or 2) the proposal does not clearly and concisely define the Proposer's approach to the project, understanding of the project or if the proposal is not prepared in a manner that reflects high quality report presentation capabilities.
- g. A Proposer shall be deemed advantageous in this criterion if: 1) the sample studies/forms are complete, meet the highest graphic standards, show evidence that adequate research was conducted, provide sufficient explanation of the details and, if a study, that the conclusion or recommendations provided specifically address the intent of the study; and 2) the proposal reflects high quality report presentation capabilities with a clear and concise narrative that defines the Proposer's approach to the project and understanding of the project.
- h. A Proposer shall be deemed highly advantageous in this criterion if: 1) the sample studies/forms are complete, meet the highest graphic standards, show evidence that extensive research was conducted, provide exceptional clarity and depth in the explanation of the historical details and, if a study, that the conclusions or recommendations provided specifically and thoroughly address the intent of the study; and 2) the proposal meets the highest graphic standards and illustrates that the Proposer has a strong understanding of the project and adequately defines the approach to the project.

G. Project Fee (for completion of project as described)

The Town of Dedham has established a fixed fee not to exceed sixteen thousand dollars (\$16,000) for the Scope of Services described herein. Consultants must complete Attachment B: Fee Proposal Form. Project fees must be provided for each of the three (3) phases of work as described in the form. Fees shown shall include all costs and expenses (copying, mileage, photographs, graphic design and layout of manual, etc.) to complete the scope of work defined in Attachment A

of this RFP. The selection committee will select the most overall advantageous proposal. Contract award recommendation is subject to review and approval by Town Administrator.

J. Submissions

Proposals should be addressed to:
Richard J. McCarthy, Jr.
Planning Director
26 Bryant Street
Dedham, MA 02026

The final date for submission of proposals is 10:00am on January 14th.

NOTE: Any questions pertaining to this RFP may be directed to Richard J. McCarthy, Jr., Planning Director at 781-751-9242 or rmccarthy@dedham-ma.gov

- D. Scope of Work
- E. Fee Proposal Form
- F. Certification of Non-Collusion and Tax Attestation Form

K. Additional Information

The following information is available in the Planning Board Office, upon request:

- F. Town of Dedham Zoning Bylaws
- G. Sign Code
- H. Master Plan
- I. Town-wide Zoning Map
- J. Historic District Map

RFP Design Guidelines

General Conditions and Requirements

Proposal Rules

This proposal is solicited to the General Public and a Consultant Agreement will be awarded pursuant to the rules set forth in Chapter 30B of the Massachusetts General Laws and subject to approval by Design Review Advisory Board.

Reviewing Period

All proposals meeting proposal requirements and conditions may be held by the Town of Dedham for a period not to exceed thirty (30) days from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of proposers, prior to the awarding of the contract, if at all.

Basis of Proposal Award

The Agreement shall be awarded to the responsible and responsive proposer submitting the proposal considered most advantageous, taking into consideration the proposal's merits regarding the terms of the contract and the proposed service. Additional agreement conditions and requirements applicable to the procurement are incorporated in **Exhibit A**, attached hereto.

Evaluation of Proposal

The Design Review Advisory Board has been appointed by the Purchasing Agent to evaluate merits of the submitted proposals. Using the rating system prescribed in Chapter 30B of the Massachusetts General Laws (the Uniform Procurement Act), the committee shall assign a rating system to each criterion. The committee shall also assign a composite rating to each proposal. The documented results shall then be submitted to the Town's Chief Procurement Officer who will make the award based on the evaluation.

Compliance with Applicable Laws

The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

The proposal must comply with all Federal, State, and municipal laws, ordinances, rules and/or regulations.

Questions and Interpretations

Any substantive questions regarding the proposal documents shall be referred to the Planning Director in writing at least five working days prior to the date and time for receipt of proposals. All answers and interpretations and any changes to the documents will be issued in the form of addenda to all proposers of record.

Ability and Experience

The Awarding Authority will not award a contract to any proposer who cannot furnish satisfactory evidence of his ability and experience pertaining to the scope of work outlined in Attachment A.

The Awarding Authority may make such investigations as it deems necessary to determine the above and a

proposer shall furnish information requested in this regard and shall furnish it under oath if required.

Assignment of Contract

The Proposer shall not subcontract consultants, sublet, assign or in any way transfer any interest in this agreement without the prior written consent of the Town, provided, however, that claims for money due or to become due to the Proposer from the municipality hereunder may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of any such assignment is furnished promptly to the Town, any such assignment shall be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the Town against the Proposer in absence of such agreement. The written consent shall not in any way relieve the Proposer from his responsibility for the professional accuracy and the coordination of all work or materials furnished. Should two or more Proposers receive a composite score of Highly Advantageous, the Proposer illustrating the most familiarity with Dedham's historic resources and preservation needs shall be selected. Such determination may be made through the review of the proposals submitted or through Proposer interviews.

Ownership of Information

- A. All information acquired by the Proposer from the municipality or from others at the expense of the municipality in the performance of the agreement, shall be and remain the property of the municipality. All records, data files, computer records, work sheets, photograph negatives, deliverable products complete and incomplete, and all other types of information prepared or acquired by the Proposer for delivery to the municipality shall be and remain the property of the municipality.

- C. The Proposer agrees that he will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the Town. The Proposer further agrees to return said information in whatever form it is maintained by the Proposer.

Certification of Non-Collusion and Tax Attestation Form

All proposers must sign the attached form which incorporates both an attestation clause regarding Massachusetts State tax returns and a certificate of non-collusion. This signed form must be submitted with the proposal package. Failure to sign and submit the form is cause for that proposal to be rejected.

Examination

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

Corrections

Erasures or other changes in the proposal must be explained or noted over the signature of the proposer.

Conflict of Interest

The applicant agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 286A of the General Laws concerning conflict of interest. The proposer covenants that it presently has no interest and shall not require any interest, direct or indirect, which would conflict in any manner or degree with the performance under the agreement.

No employee of the Town of Dedham and no public official who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or have any financial interest, direct or indirect in this agreement or the proceeds thereof.

Signature

All proposals shall be complete, factual, and signed by an authorized officer of the proposer's company on the appropriate page(s) and the front of the cover sheet.

Number of copies

One original and six (6) copies of the proposal must be submitted to the Purchasing Agent in an envelope with the Proposal Name and Number, Company Name, and Date and Time of the Proposal Opening.

Waiver

The Town of Dedham reserves the right to reject any and all proposals, or to waive any informalities in the proposal process, if deemed in the Town's best interest.

Place and Time

Sealed proposals will be received at the Office of the Planning Director, 26 Bryant Street, Dedham, MA 02026 until 10:00 AM on January 14, 2011 at which time and place they will be opened and registered.

Disclosure

The selected proposer must file a disclosure of beneficial interests required by G.L. c.7, 40J. This must be filed with the Deputy Commissioner of the Division of Capital Asset Management and Maintenance.

Modifications

A proposer may correct, modify, or withdraw a proposal by sealed, written notice clearly marked as a correction, modification, or withdrawal and received in the Office of the Planning Director prior to the time and date set for the proposal deadline.

Liability

The Proposer agrees to indemnify, save harmless, and defend the Town, its agents, and its employees from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulation, or orders caused, in whole or in part, by the Proposer's employees, or its agents or servants, in the performance of this contract.

INSURANCE COVERAGE:

General - The Successful Proposer 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 Successful Proposer agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Successful Proposer to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the Town of Dedham, 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.

Successful Proposer's Comprehensive General Public Liability and Property Damage Liability Insurance - The Successful Proposer 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 Successful Proposer'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 Successful Proposer shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Successful Proposer 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 Successful Proposer must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other Town 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 Town of Dedham 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 Successful Proposer.

All insurance coverage shall be at the sole expense of the Successful Proposer and shall be placed with such company as may be acceptable to the Town of Dedham and shall constitute a material part of the contract documents.

Failure to provide written proof to Town 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.

Final Approval and Payment

- C. Final products outlined in the Work Program of this Request for Proposals and the written Agreement must be approved by the Town of Dedham. If, for any reason, the final products do not conform to the terms and conditions of the Agreement, the Town of Dedham reserves the right to withhold payment until all conditions are met. Neither the Town review, approval, acceptance of, nor payment for, any of the services furnished shall be construed to operate as a waiver of any rights under the contract or any cause of action arising out of the performance of the contract.
- D. Total compensation for services under this contract shall not exceed \$16,000. Payment shall be made upon proper invoicing. Invoicing may be submitted at the completion of each phase based on a not to exceed amount to be established by the Dedham Planning Director. Such invoicing shall include a description of services provided and proper reference to the Scope of Services. Invoices shall be submitted to the Town of Dedham Planning Director, 26 Bryant Street, Dedham, MA 02026.

Revision of Agreement

There shall be not change in project work, budget or timetable without the prior written approval of the Design Review Advisory Board. Changes in the Work Program to be performed by the Proposer under the Agreement, including any increases or decreases in the compensation to the Proposer or the time limitation for completion, which are mutually agreed upon by and between the Town and the Proposer, shall be incorporated into the Agreement in the form of written amendments. Any and all amendments, alterations and changes in the Agreement will only be binding on the parties if executed in writing as set forth herein. No part of the contract shall be altered in any way without prior written consent of the Town of Dedham Purchasing Agent.

Time Schedules

Professional services shall commence no later than February 1, 2011 and be completed by June 14, 2011 according to the schedule in the Work Program. The Proposer agrees to promptly notify the Planning Director should problems, delays or adverse conditions become known which will materially affect the ability to attain project objectives, prevent the meeting of time schedules or preclude the completion of approved work.

Fair Practices

The Proposer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, veteran status or national origin. The Proposer shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, handicap, veteran status, familial status, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notice setting for the provisions of this non-discrimination clause. The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, age, handicap, veteran status or national origin. The Proposer agrees to comply with the "Governor's Code of Fair Practices" of January 12, 1966, Chapter 151B of the Massachusetts General Laws, as amended and Executive Orders which prohibit discrimination because of race, color, religion, national origin, age, sex, veteran status or handicap.

Copyright

Except as otherwise provided in the Agreement, the Town of Dedham may copyright any book, publication or the material developed in the course of this project.

Failure to comply with the above conditions and requirements or any attached specifications or any other minimum qualifications will be justification to reject any proposal as incomplete.

Submissions

Proposals should be addressed to:

Richard J. McCarthy, Jr., Planning Director
Town of Dedham
26 Bryant Street
Dedham, MA 02026

The final date for submission of proposals is on or before 10:00am on January 14, 2011.

ATTACHMENT A SCOPE OF WORK

Introduction

The proposed scope includes research of Dedham's architecture and urban design traditions and an analysis of existing Town regulations including Zoning Bylaws, Sign Code. The final product will be a user-friendly manual, which will include design objectives and guidelines, diagrams, photographs and other information necessary to clearly illustrate appropriate design principals for buildings, storefronts, streetscapes, landscapes, site plans and signage. The manual will be distributed to building owners and potential developers for use when constructing and/or improving their building.

Phase Meetings

The project consists of three phases. The consultant will meet with Design Review Advisory Board, Economic Development Director and Planning Director for a start up meeting prior to the beginning of Phase I to review project scope and products and to meet at the end of Phase II and before starting phase III.

The scope of the project is split into the following three (3) phases:

PHASE I (approximately 6 weeks)

TASKS:

- Meet with the Design Review Advisory Board and Planning Director to discuss the scope of the project and to assess the available documentary materials (maps, existing guidelines and manuals, public information, other examples of successful design guideline manuals etc.).
- Review documents, including plans and photographs and obtain representative examples to include in the final draft of the manual.
- Meet with the Stakeholders to introduce the project and receive input on the project.
- Meet with previous applicants to assess the review process and provide suggestions to add to the design guidelines.
- Assess design guidelines and manuals from other communities that represent good examples and are applicable to Dedham and review them with Design Review Advisory Board.
- Obtain photographs that reflect appropriate design and examples of new development that integrates into the context of each commercial area.
- Document each area with digital color photographs to record existing conditions and important historical resources

- Draft maps exhibiting the boundaries for each area.

PRODUCTS:

- Draft maps;
- Summary of collected materials;
- Draft design manual outline including:
 - Annotated Table of Contents
 - Description and photographs of the existing conditions
 - Summary of design objectives and guidelines
 - Photographs; site plans (reduced if necessary)
 - Examples of manual layout and design

PHASE II (approximately 10 weeks)

TASKS:

- Prepare draft narrative portion of manual that summarizes the character, development patterns, historic resources and existing conditions town-wide.
- Prepare preliminary design guidelines (site planning, building design, landscaping, signage town-wide.
- Prepare diagrams, photographs, and renderings to illustrate the proposed design guidelines.
- Meet with Design Review Advisory Board and staff to review draft guidelines.
- Provide draft to the Design Review Advisory Board, Planning Director and Economic Development Director.

PRODUCTS:

- Draft Design Guidelines Manual that includes photographs and maps

PHASE III (approximately 3 weeks)

TASKS:

- Provide options for future printing and distribution to maximize shelf life.
- Prepare final draft of the manual that incorporates all comments and present to the Design Review Advisory Board for approval before final printing.

PRODUCTS:

- Final Design Guidelines Manual (one camera ready and 50 copies) with the appropriate acknowledgements.

TIMEFRAME

Phase I - will be completed by March 15, 2011

Phase II - will be completed by May 24, 2011

Phase III - will be completed by June 14, 2011

ATTACHMENT B
FEE PROPOSAL FORM

The undersigned hereby submits a price proposal to perform the services outlined in the Request for Proposals for the Town of Dedham Comprehensive Design Guidelines Manual.

Consultant:

Address:

The CONSULTANT hereby pledges to deliver the complete scope of services required, for the rates and charges shown below:

PROFESSIONAL SERVICES, Hourly Rate: _____

Estimated cost to complete the project:

Phase I: _____

Phase II: _____

Phase III: _____

TOTAL COST: _____

CONSULTANT

DATE

ATTACHMENT C
**CERTIFICATE OF NON-COLLUSION AND TAXATION ATTESTATION
CLAUSE**

As required under Chapter 233 and 701 of the Mass. Acts and Resolves of 1983, all bidders must certify to the following, by signing this page in the space indicated below.

3. 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, unity or group or individuals.

4. “Pursuant to M.G.L. Ch 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law”.

Authorized Officer (Print)

*(Authorized Signature)

(Name of business)

(Social Security No. or Federal Identification No.)

*Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause. This does not constitute the legal signature required for the bid or proposal on page one.