

AGREEMENT FOR SERVICES

by and between

Wellesley Planning Board

and

Dodson Associates, Ltd.

November 29, 2010

The following Special Provisions, shall constitute an AGREEMENT, (hereinafter referred to as the "Agreement") effective as of the twenty-ninth day of November 2010, between the Town of Wellesley, Massachusetts (hereinafter referred to as "the Town") acting by and through its Planning Board (hereinafter referred to as "the Planning Board"), and Dodson Associates, Ltd., a landscape architecture and planning practice, having a usual place of business at 463 Main Street, Ashfield, Massachusetts 01330 ("the Consultant").

Whereas the Planning Board seeks a community planning consultant for the purposes of developing a new Open Space Residential Design (OSRD) or Cluster Development Zoning Bylaw for the Town (the project).

Now therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE CONSULTANT

- 1.1 The Town hereby engages the Consultant and the Consultant hereby accepts the engagement to perform services in connection with the project.
- 1.2 The Consultant agrees to perform the work required under this Agreement.
- 1.3 The Town, on 15 days written notice, may suspend, postpone, abandon or terminate this Agreement or any part thereof. Such action shall not be considered a breach of contract. Such suspension, postponement, abandonment or termination may come about for the convenience of the Town or as a result of the failure of the Consultant, in the opinion of the Town, to render to the satisfaction of the Town, the services required under this Agreement including the progress of work of such services.
- 1.4 Upon receipt of written notification from the Town to the Consultant that the Agreement or any portion thereof is to be terminated, the Consultant shall immediately cease operations on the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of the Agreement that may be in the possession or custody of the Consultant and shall upon payment of all outstanding invoices transmit the same to the Town on or before the fifteenth (15th) day following the receipt of the written notice of termination together with his final bill for any unbilled work. The Consultant shall

be entitled to a just and equitable payment for any uncompensated work performed prior to such notice and for the cost of assembling the material to be transmitted to the Town.

ARTICLE 2 - SERVICES OF THE CONSULTANT

2.1 Project Initiation and Research

The Consultants shall collect and review previous plans, reports, maps and other documents relevant to the project to establish an understanding of the Town's existing development patterns. The Consultants shall meet with the Planning Board to initiate the project and present various Cluster/OSRD techniques and strategies, and discuss the relationship to other town planning functions and applications. The Consultants shall discuss how to implement the Town's goals of conservation, affordable housing, and economic development. The presentation will be illustrated by examples of successful and unsuccessful projects across New England.

This phase of the project shall include one meeting with the Board.

2.2 Scenario Planning

The Consultant shall select two or three model sites for scenario planning. For each site, the Consultants shall prepare a base map and site analysis, and prepare a build-out or yield plan that will show how the property could be developed under existing zoning and development regulations. The Consultants shall then apply a typical conservation subdivision design to each site and develop alternative plans to illustrate how the Cluster/OSRD regulations could be applied.

2.3 Public Forum

The Consultants shall facilitate evening workshop to present alternative development concepts to the public for discussion and evaluation. This will include an educational presentation of Cluster/OSRD concepts, followed by small break out groups to allow for more discussion of specific plans and concepts.

2.4 Draft Zoning Bylaw

Based on the information ascertained by the Scenario Planning and the Public Forum, the Consultant shall develop a draft zoning bylaw. The Consultants shall prepare a revised scenario for one of the model sites and shall develop a draft three-dimensional rendering to illustrate the proposed zoning bylaw. The Consultants shall meet with the Planning Board to discuss the draft zoning bylaw and plan alternatives.

This phase of the project shall include one meeting with the Board.

2.5 Revised Bylaw, Illustrations and Implementation Plan

Based on review from the Planning Board, the Consultants shall revise the proposed bylaw and draw up a final version of the model plans and perspective illustrations. The Consultants shall complete an implementation plan with recommendations for enacting the proposed zoning bylaw and encouraging its use. The Consultants will meet with the Planning Board to discuss the implementation plan and to prepare for the final public presentation.

This phase of the project shall include one meeting with the Board

2.6 Final Presentation

The Consultants shall present the final results of the study at a second public forum.

ARTICLE 3 - SCHEDULE

- 3.1 Completion of Project Initiation and Research, Scenario Planning and the Public Forum by February 18, 2011.
- 3.2 The Final Study and Final Presentation shall be completed by April 29, 2011, unless an extension is granted by the Town in accordance with 3.3.
- 3.3 Should circumstances beyond the control of the Consultant require an extension of time, the Consultant shall notify the Town in writing stating the reasons why the specified period of time is inadequate and request a revised completion date. If the Town determines that an extension of time is warranted, both parties to this Agreement shall agree to a new completion date. If the Town determines that an extension of time is not reasonably justified, the schedule herein shall govern.
- 3.4 The Consultant is advised that any work undertaken within the terms and provisions of this Agreement shall be with the full knowledge and consent of the Town and any work performed at the direction of others or without the prior knowledge and consent of the Planning Board, other than as set forth in Article 1, shall not be considered to be work under this Agreement and payment for such work will not be allowed.

ARTICLE 4 - RESPONSIBILITIES OF THE TOWN

- 4.1 The Town without cost to the Consultant shall:
 - 4.1.1 Make available to the Consultant, copies of relevant studies, regulations, documents, and maps at least three business days prior to the initial meeting with the Planning Board, with subsequent materials provided as available.
 - 4.1.2 Make contact with other town departments and information sources as may be needed.
 - 4.1.3 Duplicate handout materials.

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

- 5.1 For all services and expenses to be performed and incurred under this Agreement, the Consultant shall be compensated in accordance with a Set Sum Payment Method, payable as follows:
- 5.1.1 The amounts to be paid to the Consultant under this Agreement shall in no event exceed \$10,000 except by agreement of all parties, including expenses.
- 5.1.2 Payments will be made within 30 days after receipt of each invoice. Invoices shall be submitted in the following categories, indicating percent completion:

CLUSTER/OSRD BYLAW STUDY

	\$ Fee
Project Initiation and Research	<u>1,000</u>
Scenario Planning	<u>1,250</u>
Public Forum	<u>2,000</u>
Draft Zoning Bylaw	<u>2,000</u>
Revised Bylaw, Illustrations, Implementation Plan	<u>1,750</u>
Final Presentation	<u>2,000</u>
Total	\$10,000

- 5.2 In compliance with Executive Order No. 195 of the Governor of the Commonwealth, the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the vendors which pertain to the performance of the provision and requirements of this Agreement (Executive Order No. 195 - April 27, 1981).

ARTICLE 6 - ADDITIONAL WORK

- 6.1 No work shall be performed beyond the Scope of Services defined herein and no payments shall be made by the Town on account of any such work not previously approved by the Town.

ARTICLE 7 - GENERAL COMPLIANCE WITH LAWS

- 7.1 The Consultant shall comply with all provisions of this Section and any other applicable laws, rules and regulations.

ARTICLE 8 - INSURANCE AND INDEMNIFICATION

- 8.1 During the life of this Agreement, the Consultant will maintain in full force the following minimum limits of insurance:
 - 8.1.2 Automobile Liability Insurance (Hired and Non-Owned Auto coverage via endorsement to the Comprehensive General Liability Policy. Consultant does not own any vehicles).
 - 8.1.2.1 Bodily injury - \$250,000 per person, \$500,000 per accident;
 - 8.1.2.2 Property damage \$50,000 per accident;
 - 8.1.3 General Liability Insurance in the amount of \$500,000;
 - 8.1.4 Workmen's Compensation Insurance as required under the laws of the Commonwealth of Massachusetts.
- 8.2 The Consultant shall indemnify and hold harmless the Town from and against all claims, causes of action, suits, losses, damages and expenses, including attorneys' fees, arising out of or resulting from negligent acts, errors or omissions or breach of contractual duties to the Town by the Consultant and anyone employed by it (including sub-consultants and their employees) in performance of this Agreement. The Consultant shall have the right to engage attorneys of its own choosing in implementing its obligations under this paragraph, provided such attorneys are approved by the Town, such approval not to be unreasonably withheld.

ARTICLE 9 - OWNERSHIP OF DOCUMENTS

- 9.1 All data prepared by the Consultant under this Agreement, such as plans, drawings, sketches, diagrams, tables, matrices, calculations, text, correspondence directed to the Consultants and responses, together with all materials and data furnished to the Consultant by the town under the provisions of the Agreement, shall be returned to the Town upon the completion of the terms of this Agreement, or at such earlier time in the event of the termination of the Agreement in accordance with paragraph 1.4 above, such being the property of the Town; and the town shall not be limited in any way in its use thereof at any time. The Town hereby grants the Consultant the right to refer to, or quote from said materials in subsequent presentations or publications.

ARTICLE 10 - LITIGATION

- 10.1 Nothing herein contained shall be construed to obligate the Consultant to prepare for or appear in litigation on behalf of the Town, except in consideration of additional compensation to be mutually agreed upon.

ARTICLE 11 - AUTHORIZATION TO BEGIN WORK

11.1 A signed copy of this Agreement will be considered authorization to proceed.

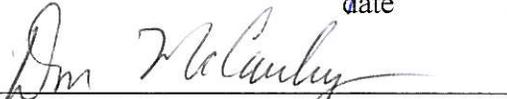
In witness whereof, the parties hereto have made and executed this Agreement the day and year first written above.

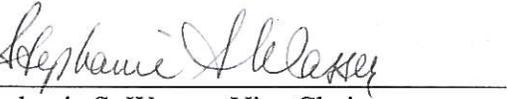
Certification of Availability of Funds


Sheryl Strother, Finance Director

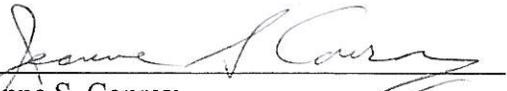
Accepted by:

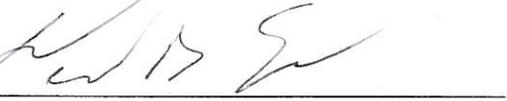
Wellesley Planning Board 11/29/10
date


Donald S. McCauley, Chairman


Stephanie S. Wasser, Vice Chairman

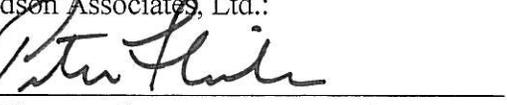

Rose Mary Donahue


Jeanne S. Conroy

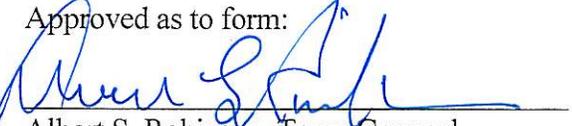

Neal Glick

Accepted by:

Dodson Associates, Ltd.:


PETER FLINKER, VICE PRESIDENT

Approved as to form:


Albert S. Robinson, Town Counsel