



Town of Nantucket Use Only

Contract No. 2674

PO No. 25003276

Vendor No. **89315**

TOWN OF NANTUCKET
AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
AND
WESTON & SAMPSON ENGINEERS, INC.

THIS AGREEMENT made effective **January 8, 2025**, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Town Administration, with offices at Town Hall, Nantucket, Massachusetts 02554 (hereinafter called the "**TOWN**"), and **WESTON & SAMPSON ENGINEERS, INC.**, a Massachusetts corporation whose principal office address and state of incorporation are as set forth on **Exhibit A** (hereinafter called the "**CONTRACTOR**").

RECITALS:

WHEREAS the TOWN desires to retain the CONTRACTOR to provide certain services for the TOWN, as described below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR

- 1.1 The TOWN hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement to perform certain services for the TOWN, as described in Article 2.

- 1.2. In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the TOWN, on the one hand, and the CONTRACTOR, on the other, and the TOWN shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

ARTICLE 2 - SERVICES OF THE CONTRACTOR

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on **Exhibit B** (the "Work").
- 2.2 The CONTRACTOR shall report, and be responsible, to the TOWN and its designee (if any) as set forth on **Exhibit A**.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the TOWN. The TOWN shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the TOWN in writing.
- 2.4 The CONTRACTOR represents and warrants to the TOWN that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform its services in a professional manner, and in accordance with the reasonable standard of care implied by law and all applicable local, state or federal ordinances, laws, rules and regulations, all of which are incorporated herein by reference. The CONTRACTOR will obtain and pay for any and all permits, bonds and other items required for the proper and legal performance of the Work.
- 2.5 The CONTRACTOR represents and warrants to the TOWN that it is not a party to any agreement contract or understanding which would in any way restricts or prohibits it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are received and produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and shall be and become the property of the TOWN upon the receipt and production of such items by the CONTRACTOR. The TOWN acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the TOWN in connection with any other project shall be at the TOWN's sole risk, unless otherwise agreed to by the CONTRACTOR in writing.
- 2.7 The CONTRACTOR shall be responsible for the professional and technical accuracy, and for the coordination, of all designs, drawings, specifications, estimates and other work or services furnished by CONTRACTOR or its consultants and subcontractors. The CONTRACTOR shall perform its work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary. The CONTRACTOR shall supervise and direct the Work, using its skills and attention, which shall not be less than such state of skill and attention generally rendered

by the design and engineering profession for projects similar to the subject project in scope, difficulty, and location.

- 2.8 The CONTRACTOR shall not use any subcontractors or sub-consultants (not identified herein) for any work required under this Agreement unless such use has been approved in advance in writing by the TOWN.
- 2.9 Notwithstanding anything to the contrary in this Agreement, the CONTRACTOR shall not be relieved of its obligations under this Agreement by the TOWN's performance, or failure to perform, any of the TOWN's administrative duties under this Agreement, including, but not limited to, the TOWN's review and/or approval of plans, estimates, programs, documents, materials, work, and services furnished by CONTRACTOR.

ARTICLE 3 - PERIOD OF SERVICES

- 3.1 Unless otherwise provided on **Exhibit A**, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the TOWN's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving Notice to Proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed no later than the date set forth on **Exhibit A**. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an unforeseen event beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the TOWN shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which, in the TOWN's reasonable determination, makes the performance of the Agreement impossible without the expenditure of additional TOWN funds, the TOWN may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

ARTICLE 4 - PAYMENTS TO THE CONTRACTOR

- 4.1 The compensation due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on **Exhibit C**, attached hereto.
- 4.2 The CONTRACTOR will bill the TOWN at the completion of the work unless otherwise provided on **Exhibit C**, with one or more invoices broken down to show the quantity of

work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any) and provide such supporting data as may be required by the TOWN.

- 4.3 The TOWN will pay the CONTRACTOR upon review and approval of such invoices by the TOWN or its designee.
- 4.4 This engagement may be subject to budgetary restrictions which may limit the total amount of funds available for the Work. Accordingly, unless otherwise stated on **Exhibit C**, the TOWN will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the TOWN.
- 4.5 The CONTRACTOR and its sub-contractors shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the CONTRACTOR in the preparation of the documents, as reasonably determined by the TOWN.

ARTICLE 5 – TERMINATION

- 5.1 This Agreement may be terminated, with cause, by either the TOWN or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The TOWN shall have the right to terminate this Agreement for its convenience and without cause upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
 - (a) unless the TOWN terminates for cause under paragraph 5.1, in which event the TOWN shall be under no obligation to make any payments to CONTRACTOR except for those services satisfactorily provided, the TOWN shall remain responsible for payments for the services satisfactorily performed and, unless this Agreement is for a lump-sum, expenses of CONTRACTOR reasonably accrued prior to the effective date of the notice of termination in compliance with this Agreement (less the value of any claims of the TOWN), all as determined by the TOWN in its sole discretion, but for no other amounts, including, without limitation, claims for lost profits on Work not performed; and
 - (b) The CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to WORK performed pursuant to the Agreement.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 The CONTRACTOR agrees to indemnify and save the TOWN harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the TOWN for any and all costs, damages and expenses, including reasonable attorney's fees, which the TOWN pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the TOWN with respect to the CONTRACTOR, in connection with this Agreement, and shall survive termination or expiration of this Agreement.
- 6.2 Before commencing work the CONTRACTOR shall obtain and maintain at its expense and from insurance companies of a Best Rating of A or better, which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work or is otherwise identifying a third party to perform services for the Town, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.
- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
 - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
 - (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired, and non-hired vehicle use.
 - (d) Errors and Omissions Insurance of not less than \$2 million per claim. The coverage shall be in force from the date of execution of the Agreement to the date when all design and construction work is completed and accepted by the TOWN, unless, however, the policy is a "claims made policy," in which event the policy shall remain effective and in full force for a period of six (6) years after completion of all design and construction work relating to the engagement.
 - (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
 - (f) Such additional insurance as the TOWN may reasonably require, as set forth on **Exhibit A**.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the TOWN twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the TOWN. The TOWN will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the TOWN upon the execution of this Agreement and at such times thereafter as the TOWN may reasonably request.

ARTICLE 7 - GENERAL PROVISIONS

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries, and other work product which have been accumulated, developed, or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the TOWN upon payment for such to the CONTRACTOR and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the TOWN. Any re-use of such documents without the CONTRACTOR's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the CONTRACTOR or their independent professional associates, subcontractors or consultants.
- 7.2 Neither party may assign, transfer, or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the TOWN relating to this Agreement, its operation, amendment, or termination, shall be made by the Board, Committee or Authority of the TOWN specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with **Exhibit A** (Contractor, Term, Completion), **Exhibit B** (Scope of Work), **Exhibit C** (Payments), **Exhibit D** (Tax Compliance Certificate), and **Exhibit E** (Certificate of Non-Collusion), and any additional exhibits referred to therein, constitute the entire agreement of TOWN and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by TOWN and CONTRACTOR. If there is any conflict among the terms set forth in the body of this Agreement and the terms or provisions set forth in **Exhibit A, Exhibit B, or Exhibit C**, or in any other attachment hereto, or in any other document or law incorporated by reference herein, such conflict shall be resolved by giving precedence to the party's address above by certified mail, return receipt requested Terms or provisions contained in the following documents in accordance with the following hierarchy, with the topmost document of the highest priority:

- A. Applicable federal, state, and local laws, rules, and regulations.
- B. Amendments to this Agreement, if any.
- C. **Exhibits A, B, and C.**
- D. This Agreement.
- E. Any other attachments to this Agreement.

To the extent the conflict is not resolved by applying the above hierarchy, the conflict shall be resolved in a manner that results in the highest quantity and best quality of goods and services to the TOWN.

- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the Town is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.
- 7.6 Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.7 Notwithstanding anything to the contrary in this Agreement, this Agreement is subject to the appropriation and availability of funds.

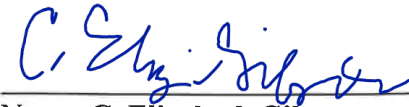
[Signature Page to Follow]

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

CONTRACTOR: WESTON & SAMPSON ENGINEERS, INC.:

TOWN OF NANTUCKET:





Name:

Name: **C. Elizabeth Gibson**

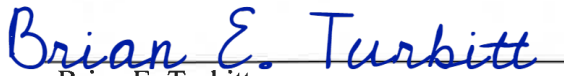
Title:

Title: Town Manager

Date: January 2, 2025

Date: 01/14/2025

Approved as to Funds Available:



DATE: 01/15/2025

Brian E. Turbitt
Director of Municipal Finance

FOR TOWN OF NANTUCKET USE ONLY

Funding ORG/OBJ(s):

Purchase Order #:

30460-95567

25003276

CONTRACT EXHIBIT A
CONTRACTOR, TERM, COMPLETION

1. **Name of Contractor:** Weston & Sampson Engineers, Inc.
2. **State of Incorporation:** Massachusetts
3. **Principal Office Address:** 55 Walkers Brook Drive, Suite 100, Reading, MA 01867
4. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):** David Gray, Sewer Director
5. **Term of Agreement (§3.1):** 21 months
6. **Completion Date (§3.2):** October 30, 2026
7. **Additional Insurance Coverage (§6.2(e)):** N/A

CONTRACT EXHIBIT B
SCOPE OF SERVICES (THE “WORK”)

Town of Nantucket
Somerset Needs Area
Sewer Extension Project
Scope of Work for Engineering Design Services

The Somerset Needs Area Sewer Extension Project includes the design of approximately 16,000 linear feet of gravity sewers and appurtenances, approximately 10,000 linear feet of low-pressure sewers and appurtenances, approximately 5,000 linear feet of force main and appurtenances, a new wastewater pump station proposed on Bartlett Road, approximately 7,000 linear feet of water main and appurtenances, and surface restoration and pavement replacement along impacted roads. At the request of the Town, the project also includes the design of drainage and roadway improvements on Raceway Drive, as well as the design of a multi-use path on Raceway Drive and Somerset Lane, from Bartlett Road to Hummock Pond Road. The Somerset Needs Area is shown on the attached Figure 2 from the Somerset Sewer Extension Verification of Conceptual Sewer Design and Development of Budgeted Project Cost report. The purpose of the project is to provide sewer service for the Somerset Needs Area, as well as provide capacity for future sewer service to the Hummock North and Hummock South Needs Areas, as identified in the 2020 Town Sewer District Sewer Master Plan and the 2014 Comprehensive Wastewater Management Plan (CWMP) Update.

Background

In April 2020, Weston & Sampson, on behalf of the Town of Nantucket, completed the Sewer Master Plan for the Town Sewer District wastewater collection system, which is the collection system tributary to the Surfside Wastewater Treatment Facility (WWTF). The purpose of the Sewer Master Plan was to help the Town determine where and how to connect and route future wastewater flows into the existing wastewater collection system. The sewer master planning effort built upon the work completed in the 2014 CWMP, which updated the original 2004 CWMP. In addition to the completed Shimmo & Plus Area Sewer Extension Project, the 2014 CWMP recommended the following Needs Areas be connected to the municipal sewer system:

- Hummock North
- Hummock South
- Madaket & Warren’s Landing
- Miacomet
- Shawkemo
- Somerset

In September 2023, Weston & Sampson, on behalf of the Town of Nantucket, completed the Somerset Sewer Extension Verification of Conceptual Sewer Design and Development of Budgeted Project Cost. The purpose of the study was to develop a refined conceptual collection system layout with sufficient detail to develop a preliminary unit priced budgeted cost for the project. As part of the development of the budgeted project costs, the town requested to include the cost for water main extensions in the project area roadways not currently served by Wannacomet Water.

The budgeted project cost for the Somerset Needs Area was recently updated as part of the 2024 Sewer Master Plan Supplement. The Sewer Master Plan Supplement provided a refined conceptual collection system layout and preliminary unit priced budgeted cost for the remaining Needs Areas identified in the 2020 Sewer Master Plan.

The Scope of Services for the design of the Somerset Needs Area Sewer Extension Project includes the following:

Task 1 - Project Administration and Meetings

- 1.1 The ENGINEER will provide project coordination and management, maintenance of project records and documentation, control of budget and schedule, preparation of monthly progress reports outlining budget and project status.
- 1.2 The ENGINEER will coordinate and attend a project kick-off meeting with key community stakeholders, including representatives from the Sewer Department, Department of Public Works, Wannacomet Water Company, Planning and Land Use Services, Board of Health, and Town Administration. The purpose of this meeting shall be to present a preliminary project description and seek initial feedback.
- 1.3 The ENGINEER will prepare for and attend progress meetings with the town staff to review project status and address the technical aspects of the work. We have budgeted up to 12 progress meetings.
- 1.4 The ENGINEER will prepare for and attend public hearings and public informational meetings to present the project to community stakeholders, abutters and the business community. We have budgeted for two public hearings and two public informational meetings.

Task 2.0 Field Investigations and Data Collection

- 2.1 The ENGINEER will perform field investigations and data collection to develop an inventory of existing physical features within the Somerset project area, as identified in the Sewer Master Plan and the Somerset Sewer Extension Verification of Conceptual Sewer Design and Development of Budgeted Project Cost. Available plan and record information pertaining to utilities, property lines, ownership, and other relevant data will be collected and included on the base plan where appropriate. Right-of-Way (ROW) information will be included on the base plans from available information and tied down to physical monuments.
- 2.2 The ENGINEER will contact the utility companies with the goal to obtain available plan and record information pertaining to utilities.
- 2.3 The ENGINEER will perform instrument surveys, as necessary, to locate appropriate existing physical features including, but not limited to, topographic features, existing sidewalks, property lines, curb, fences, building faces, house sill elevations, waterway, culverts, manholes, including size of pipe, rim, and invert elevations for drainage and sewer systems. Police details for traffic

control, if required, will be coordinated by the ENGINEER through the Town of Nantucket, and any costs for police details will be paid directly by the Town.

- 2.4 The ENGINEER will conduct a geotechnical soil test boring program to explore subsurface conditions within the Somerset project area. The soil test boring program will support final design and preparation of construction contract documents for the project. This program will include retaining a boring subcontractor to perform the explorations. Full time observation of this work will be provided by the ENGINEER and detailed logs will be prepared. Borings will be taken at horizontal intervals of approximately 300 feet. Borings will generally be advanced to a depth of approximately 150 percent of the proposed sewer invert depth. The boring program will include two borings taken at the proposed site of the Bartlett Road Pump Station. Pump station borings will generally be advanced to a depth of approximately 200 percent of the proposed wetwell depth. Police details for traffic control will be coordinated by the ENGINEER through the Town of Nantucket, and any costs for police details will be paid directly by the Town. The proposed boring program is expected to include approximately 100 soil borings to be completed over a period of up to 25 working days. The finished borings will be located in plan and profile view on the contract drawings, and the field logs will be included in the contract specifications. A geotechnical letter report will be prepared that will include discussions on subsurface conditions encountered in the explorations and geotechnical recommendations for earthwork construction.
- 2.5 The ENGINEER will coordinate and witness two test pits (each 12 feet deep) at the proposed location of the infiltration basin. A Massachusetts Soil Evaluator will be onsite to witness the test pits and classify the soils according to the USDA soils classification system. Our scope of work and budget do not include the test pit excavations. Our budget is based on the Town of Nantucket performing the excavations, or payment by the Town to a local contractor.
- 2.6 The ENGINEER will provide copies of documents obtained during research, field notes, and computations in electronic format to the Town.
- 2.7 The ENGINEER will provide copies of drawings in latest version of AutoCAD including point files, field book files, digital terrain model files, alignment files, contour files, plot setting files, or any other electronic file used in the preparation of the survey plans in accordance with latest standards or requirements of the Town.

Task 3.0 Preliminary Design

- 3.1 The ENGINEER will complete a preliminary design of the Somerset Needs Area Sewer Extension. The preliminary design drawings will include:
 - Cover Sheet
 - Index sheet
 - General notes and abbreviations sheet

- Plan and profile views of the sewer designs. These plans will include the location of the new sewer mains, manholes, and other appurtenances in comparison to all other existing features including but not limited to:
 - Underground and overhead utilities (water, electric, cable, drainage, etc.)
 - Driveways, buildings, and landscape features (fences, hedges, etc.)
 - Right-of-ways, edge of pavement, sidewalks, and bike paths
 - Any other existing features that may constrain or create an impediment
 - Plan views of the water main designs. The water main design will be based on the preliminary layout and sizing provided the Wannacomet Water Company. These plans will include the location of the new water mains and appurtenances in comparison to all other existing features.
 - Pump station site plan and mechanical sections
 - Detail sheets
 - Traffic management plan
- 3.2 The ENGINEER will complete a preliminary design of drainage and stormwater improvements on Raceway Drive based on the conceptual design completed by others for the Town. As part of the preliminary design, the ENGINEER will perform the following:
- 3.2.1 Develop drainage catchments/sub-basins to create a hydrologic model of Raceway Drive and its surrounding tributary area. Sub-catchments will be defined based upon the existing conditions survey/mapping, available GIS mapping, flow patterns observed during rain events, and computerized mapping including available contour and LiDAR information. Hydrologic data to be collected for each sub-catchment includes tributary area, percent impervious, pervious area land cover, sub-catchment slope, and sub-catchment soils data. Site-specific soil data for the infiltration pond will be gathered using the results of subsurface investigations conducted under Task 2.4 and additional soils data for the sub-catchment areas will be collected from the United States Department of Agriculture USDA web soil survey tool site.
- 3.2.2 Using the information gathered above, develop a hydrologic model to create runoff hydrographs for the 1-Year, 5-Year, 10-Year, 25-Year, and 100-Year SCS 24-Hour storm distribution for permitting purposes using the NOAA Atlas 14 rainfall data set. In addition, we will create runoff hydrographs for up to two (2) high intensity short duration storm events for analysis. Our project team will meet with Town staff to finalize the selection of one (1) 24-Hour duration and one (1) short duration design storm to be used for the stormwater system improvement sizing and evaluation.
- 3.2.3 Conduct a hydraulic model analysis for the proposed sizing of the drainage system and infiltration basin on Raceway Drive. As part of the analysis, we will review and discuss with the Town the proposed system performance during each of the five (5) permitting storms and the two (2) design system sizing storms.

- 3.2.4 Develop preliminary design drawings representing the selected proposed drainage system and infiltration basin. The preliminary design drawings will include:
- Plan and profile views of the drainage design. These plans will include the location of the new drainage mains, manholes, catch basins, infiltration basins and other appurtenances in comparison to all other existing features including but not limited to:
 - Underground and overhead utilities (sewer, water, electric, cable, etc.).
 - Driveways, buildings, and landscape features (fences, hedges, etc.).
 - Right-of-ways, edge of pavement, sidewalks, and bike paths.
 - Any other existing features that may constrain or create an impediment.
 - Detail Sheets.
 - Landscape Planting Plan, as required.
- 3.3 The ENGINEER will complete a preliminary design of roadway improvements on Raceway Drive based on the conceptual design completed by others for the Town. Work will include reconstruction of Raceway Drive, including the relocated intersection with Bartlett Road, the relocated mixed-use path, roadway transitions at the intersections at Hatch Circle, Clara Drive, Somerset Road and various driveways along Raceway Drive, and the addition of the NRTA bus stop. In addition, work will also include the design of a new mixed-use path on Somerset Lane. The path will connect the proposed relocated mixed-use path on Raceway Drive to the existing path on Hummock Pond Road. A detailed breakdown of the preliminary roadway design tasks are as follows:

3.3.1 Horizontal Geometry Designs

Horizontal elements of the project will be designed to closely conform to the existing alignments to the extent practical to avoid work outside the existing Right of Way except as otherwise shown on the conceptual plan by others.

All horizontal intersection and roadway geometry will be designed to meet the appropriate criteria for speed, superelevation, and turning movements for cars, emergency vehicles and large trucks (size to be determined by the town prior to the start of the design.)

The existing bike path on the north side of Raceway Drive will be removed and a new multi-use path will be constructed on the south side of the road to meet current AAB/ADA guidelines. It is assumed the new multi-use path on Raceway Drive will stay within the existing Right of Way to avoid the need for easements or takings.

3.3.2 Vertical Geometry Designs

Design vertical profiles in coordination with roadway cross slope to create a positively drained surface without degrading access to residences along the route.

The vertical profile may also be adjusted to minimize impacts outside the existing Right of Way for the proposed roadway and sidewalk construction.

3.3.3 Construction Plans

Construction plans for the proposed roadway and related work will be provided at 20-scale. Construction plans will show the linework for the proposed work.

3.3.4 Curb and Tie Plans

Curb and tie plans will be developed for layout of the curbing, edge of pavement, driveways and applicable ties ins to existing walkways to residences as required. Curb and tie plans will be provided at 20-scale.

3.3.5 Profile Plans

Roadway profile plans will be provided at 20-scale (horizontal) and 5-scale (vertical).

3.3.6 Cross Section Plans

Create top line cross sections every 50 feet and at crucial locations such as intersections, driveways, and walkways to indicate how the proposed roadway and sidewalk elevations will meet existing grade.

3.3.7 Grading Plans

Create grading plans at intersections as required to indicate proposed roadway elevations, sidewalk, and gutter (bottom of curb) elevations. Grading plans will be provided at 20-scale.

3.3.8 Typical Sections

Plans provided will include up to two (2) typical roadway/sidewalk sections.

3.3.9 Construction Details

Proposed construction details provided in the plans will be limited to existing Town Standard details and non-MassDOT standard construction details required to complete the construction of the roadway improvements. This will include an ADA Ramp construction table for all ramps at existing roadway intersections to aid the contractor during construction.

3.3.10 Sign and Pavement Marking

A Signage and Pavement Marking Plan will be prepared in conformance with MUTCD and MassDOT MUTCD supplement. The Pavement Markings will include edge lines, center lines and appropriate lane/turn lanes at the intersections, crosswalks, stop lines, bike lanes, and any other markings deemed appropriate to provide safe and efficient operations.

Signage will be placed on the roadway as required by the MUTCD, MassDOT MUTCD Supplement, and any town regulations above and beyond MUTCD. A Sign Summary Sheet will be prepared to indicate the proposed signs and their layout, color, message, text size, etc.

3.3.11 Quantity Estimates

Quantity estimates will be prepared for excavation, cuts/fills, new roadway elements, and all other roadway design elements included in the project. All quantities will be in a calculation book that will tie quantities and associated calculations to the estimate. In this way any deviations from the estimate found during construction will be easy to investigate. Item unit costs will be based on the latest MassDOT Weighted Bid Prices and any recent bid information provided by the Town.

3.3.12 Deliverables

The Preliminary Design submittal includes the construction plans of roadway construction for review by the Town including the following items:

- Roadway Construction Plans
- Curb and Tie Plans
- Profile Plans
- Top line Cross Sections (50 foot intervals)
- Grading Plans
- Typical Sections
- Construction Details (City and non-MassDOT standards)
- Signage and Pavement Markings
- Traffic Management

3.4 The ENGINEER will prepare draft technical specifications in the CSI MasterFormat including all required sections of Divisions 0 – 46 required to construct the work. Items not included in the CSI MasterFormat required to construct the work for roadway or multi-use path will be based on MassDOT specification items and altered to follow the CSI MasterFormat.

3.5 The ENGINEER will prepare a preliminary Opinion of Probable Construction Costs based on the preliminary design of the project included in Tasks 3.1, 3.2 and 3.3. The opinion of probable construction costs will include quantities of all materials and unit prices for labor and materials as well as cost estimates for each item of work.

3.6 The ENGINEER will submit three (3) copies of the preliminary design for review and comment by the Town. The ENGINEER will also provide the preliminary design documents in electronic PDF format. The ENGINEER will meet with the Town to review comments.

Task 4.0 Permitting and Funding Assistance

4.1 The ENGINEER will prepare and submit an updated Project Evaluation Form (PEF) to MassDEP in July 2025. The PEF is required for inclusion on the CY2026 Intended Use Plan for the Massachusetts Clean Water Trust State Revolving Fund (SRF) loan program.

4.2 The ENGINEER will prepare and submit the SRF application to MassDEP for funding under the Massachusetts Clean Water Trust SRF loan program.

- 4.3 The ENGINEER will prepare and submit a Notice of Intent (NOI) to the Nantucket Conservation Commission. The ENGINEER will perform the following tasks:
- Conduct a field-delineation of wetland resource areas to characterize and identify areas within the jurisdiction of the Massachusetts Wetland Protection Act. Resource areas will be field verified by a wetland scientist trained in the Massachusetts Wetlands Protection Act delineation process. It is anticipated that this field work can be completed with one field staff in one day. This work will include:
 - Site walk 200 feet out from the limit of work.
 - Identification of resource areas based on vegetation, soils, and hydrology.
 - Flagging and documentation of resource areas including type of wetland, vegetation encountered, soils encountered, types of hydrology present.
 - Pick up flags using a handheld GPS unit.
 - Development of a wetland delineation report based on the results of the field visit. Included with the report will be the Army Corps of Engineers (ACOE) field data forms for the resource area, which are required for the NOI permitting submittal.
 - Prepare the NOI permit application for submittal to the local Conservation Commission and MA DEP Regional Office. The NOI Application will include:
 - Prepare forms and notifications for Wetland Regulations and Wetland Bylaw.
 - Develop project narrative.
 - Creation of a stormwater report detailing how the project will meet the ten stormwater performance standards as required in the Massachusetts Stormwater Handbook. The report will also include stormwater runoff conditions, the Raceway Drive drainage system sizing, and documentation of the test pit investigations for the infiltration basin.
 - Attend up to two (2) public hearings with the Nantucket Conservation Commission.
 - Provide additional information as may be requested by the Commission in the form of one (1) response to comment memorandum.
- 4.4 The ENGINEER will prepare and submit the MESA Project Review Checklist if required under the National Heritage & Endangered Species Program.
- 4.5 The ENGINEER will prepare and submit documentation and application(s) to the Nantucket Historic District Commission, as required.
- 4.6 The ENGINEER will complete an archaeological sensitivity assessment and an Unanticipated Discovery Plan (UDP) if required by the Massachusetts Historical Commission (MHC) for the project area. The ENGINEER will coordinate with MHC on further requirements related to archaeological resources as needed.

Task 5.0 Final Design

- 5.1 The ENGINEER will complete the final design and develop final Contract Documents for the Somerset Needs Area Sewer Extension, including water main extensions, Raceway Drive roadway and drainage improvements and the mixed-use path on Raceway Drive and Somerset Lane. The Contract Documents will consist of design plans and specifications suitable for public bidding as a single construction project under Massachusetts General Laws Chapter 30.

- 5.2 The ENGINEER will provide quality assurance and quality control (QA/QC) reviews by senior subject matter experts for each of the design disciplines.
- 5.3 The ENGINEER will submit the Contract Documents and the ENGINEER's opinion of probable construction costs to the Town for review at the ninety percent (90%), and final (100%) design milestones. The opinion of probable construction costs will include quantities of all materials and unit prices for labor and materials as well as cost estimates for each item of work. Three (3) copies of the Contract Documents will be submitted to the Town for each milestone submission. Each milestone submittal will incorporate all comments received from the Town on previous reviews. The ENGINEER will also provide the Contract Documents in electronic PDF format. The ENGINEER will meet with the Town to review comments for each milestone submission.
- 5.4 The final design plans will include the following drawings:
- Cover Sheet
 - Index sheet
 - General notes and abbreviations sheet
 - Plan and profile views of the sewer designs. These plans will include the location of the new sewer mains, manholes, and other appurtenances in comparison to all other existing features.
 - Plan views of the water main designs. These plans will include the location of the new water mains and appurtenances in comparison to all other existing features.
 - Plan and profile views of the drainage design. These plans will include the location of the new drainage mains, manholes, catch basins, infiltration basins and other appurtenances in comparison to all other existing features.
 - Pump station site plan
 - Pump station mechanical section plans
 - Structural plans
 - Architectural plans
 - HVAC plans
 - Plumbing plans
 - Electrical plans
 - Instrumentation & Control plans
 - Detail sheets, including erosion and sediment control
 - Traffic management plans
 - Landscape Planting plans
 - Raceway Drive Roadway and multi-use path design plans.
 - Construction Plans
 - Curb and Tie Plans
 - Profile Plans
 - Cross Sections
 - Grading Plans
 - Typical Sections
 - Construction Details (non-MassDOT standards)
 - Signage and Pavement Markings

- 5.5 The ENGINEER will prepare final specifications in the CSI MasterFormat including all required sections of Divisions 0 – 46 required to construct the work. Items not included in the CSI MasterFormat required to construct the work for roadway or multi-use path will be based on MassDOT specification items and altered to follow the CSI MasterFormat.
- 5.6 The ENGINEER will provide easement plans for the installation of the collection system within private roads, as well as easements for the mixed-use path along Somerset Lane. The easement plans will be stamped by a Professional Land Surveyor and will be suitable for recording at the Nantucket Registry of Deeds.
- 5.7 The ENGINEER will be responsible for incorporating state and federal requirements of the program in the Contract Documents, as project will likely be partially funded by the Massachusetts Clean Water Trust State Revolving Fund (SRF) loan program.

Tentative Milestone/Deliverable Schedule

Design contract execution - January 2025

Preliminary Design submittal – August 2025

Submit PEF to MassDEP – August 2025

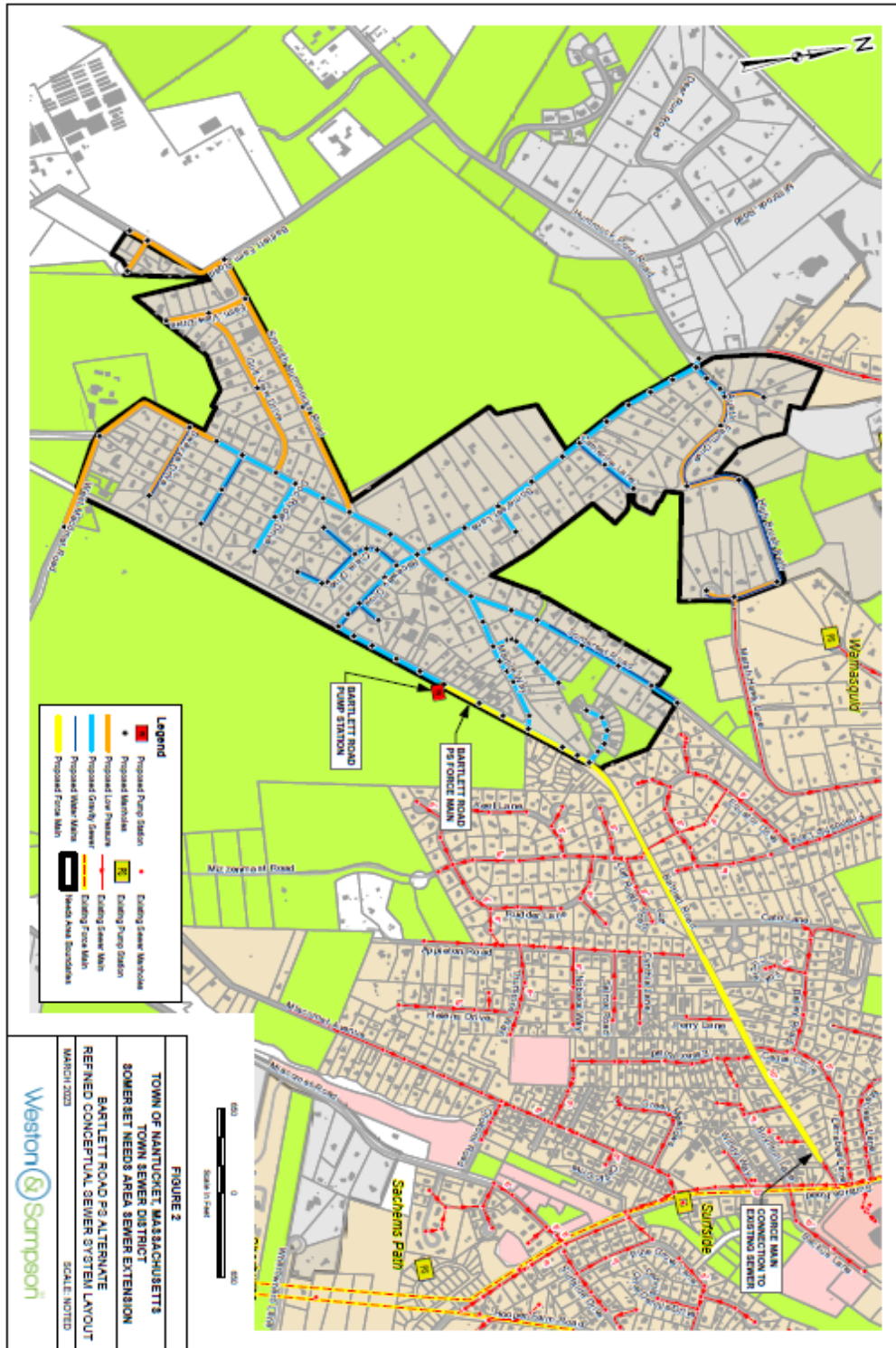
90% Design Submittal – February 2026

Town appropriates construction funds at ATM – May 2026

100% Design Submittal – June 2026

Submit SRF application to MassDEP – June 2026 (deadline is October 2026). Note: ATM appropriation required for SRF application.

Final Contract Documents for bidding – October 2026



CONTRACT EXHIBIT C PAYMENT AND PRICING

1. Payment - Lump Sum Method

a. **Maximum Project Amount: \$2,340,000**

ATTACHMENT A - SOMERSET NEEDS AREA SEWER EXTENSION DESIGN
TEAM PROJECT BUDGET BY TASK
DESIGN PHASE SERVICES
Estimated Level of Effort of Weston & Sampson

Task	Description	Principal \$hour	Team Leader \$hour	Senior Technical Leader \$hour	Senior Project Manager \$hour	Technical Leader \$hour	Technical Specialist \$hour	Project Manager \$hour	Senior Project Engineer \$hour	Project Engineer \$hour	Engineer III \$hour	Engineer II \$hour	Engineer \$hour	Coop \$hour	CADD Manager \$hour	Admin \$hour	TOTAL HOURS	TOTAL LABOR DOLLARS (BARE)	TOTAL INDIRECT COSTS (OH)	TOTAL LABOR & INDIRECT DOLLARS	OTHER DIRECT COSTS	FEE	TOTAL DOLLARS
	Office	\$118.80	\$104.76	\$97.20	\$90.72	\$77.76	\$69.12	\$65.88	\$62.64	\$56.16	\$50.76	\$45.36	\$41.04	\$28.08	\$61.56	\$38.88			183.70%			12%	
1.0	Project Administration and Meetings	136	332	32	4	14	4	184	2	42	4	2	172			16	944	\$78,356	\$143,940	\$222,296	\$16,490	\$26,678	\$265,462
2.0	Field Investigations	4	26			62		168	84			600	968				1212	\$91,292	\$167,704	\$258,997	\$248,500	\$31,080	\$538,576
3.0	Preliminary Design	56	230	48	44	342	40	540	48	278	116	172	1084	200	120	80	3398	\$197,249	\$362,346	\$559,596	\$4,500	\$67,151	\$631,247
4.0	Permitting and Funding	16	140		16	44		120	8				248			24	616	\$40,958	\$75,240	\$116,198	\$26,000	\$13,944	\$156,141
5.0	Final Design	86	386	92	56	324	94	644	48	166	148	40	1296	280	40	40	3740	\$225,519	\$414,279	\$639,798	\$32,000	\$76,776	\$748,573
	Subtotal:	298	1114	172	120	786	138	1656	190	486	268	814	3768	480	160	160	10610	\$633,375	\$1,163,509	\$1,796,884	\$327,490	\$215,626	\$2,340,000
	GRAND TOTAL	298	1114	172	120	786	138	1656	190	486	268	814	3768	480	160	160	10610	\$633,375	\$1,163,509	\$1,796,884	\$327,490	\$215,626	\$2,340,000

Other Direct Costs:

Survey and Easement Plan Subconsultant	\$90,000
Archaeological Subconsultant	\$25,000
Soil Boring Contractor	\$145,000
Travel Expenses	\$63,490
Misc Expenses	<u>\$4,000</u>
	\$327,490

b. **Payment Increments:** CONTRACTOR shall submit monthly invoices based on a percentage of work complete work as delineated in a progress report accompanying each invoice for approval and processing by the TOWN.

b. **Reimbursable Expenses (if any):** None.

CONTRACT EXHIBIT D
TAX COMPLIANCE CERTIFICATION

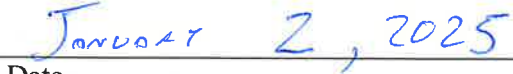
Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that I am authorized to represent and sign agreements for **Weston & Sampson Engineers, Inc.**, which is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

04-2473650

Federal Employer Identification Number



Signature of person signing agreement



Date

CONTRACT EXHIBIT E
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 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.


Signature of person signing contract

WESTON & SAMPSON ENGINEERS, INC.

Name of Business