



TOWN OF NANTUCKET
AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
AND
MCCLURE ENGINEERING CO.

Town of Nantucket Use Only

Contract No. 2636

PO No. 25002517

Vendor No. **5671**

THIS AGREEMENT made effective **November 1, 2024**, 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 **MCCLURE ENGINEERING CO.**, whose principal office address and state of incorporation are as set forth on **Exhibit A** (hereinafter called the "**CONSULTANT**").

RECITALS:

WHEREAS, the TOWN desires to retain the CONSULTANT to provide certain services for the TOWN, as described below, and the CONSULTANT 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 CONSULTANT

- 1.1 The TOWN hereby engages the CONSULTANT, and the CONSULTANT 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 CONSULTANT acts at all times as an independent CONSULTANT. There is no relationship of employment or agency between the TOWN, on the one hand, and the CONSULTANT, on the other, and the TOWN shall not have or exercise any control or direction over the method by which the CONSULTANT performs its work or functions aside from such control or directions which are consistent with the independent CONSULTANT relationship contemplated in the Agreement.

ARTICLE 2 - SERVICES OF THE CONSULTANT

- 2.1 The CONSULTANT will perform the services described in the Scope of Services set forth on **Exhibit B** (the "Work").
- 2.2 The CONSULTANT 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 CONSULTANT which are not explicitly agreed to by the TOWN in writing.
- 2.4 The CONSULTANT represents and warrants to the TOWN that the CONSULTANT (including all of its personnel, whether employees, agents or independent CONSULTANTS) 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT. 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 CONSULTANT in writing.
- 2.7 The CONSULTANT 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 CONSULTANT or its consultants and subcontractors. The CONSULTANT shall perform its work under this Agreement in such a competent and professional manner that detailed checking and reviewing by the TOWN shall not be necessary. The CONSULTANT shall perform the Work, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT.

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 CONSULTANT 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**.
- 3.3 If the CONSULTANT 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 CONSULTANT to perform the Work shall be extended for such time as the TOWN shall reasonably determine is necessary to permit the CONSULTANT 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 CONSULTANT

- 4.1 The compensation due to the CONSULTANT shall be paid in the amounts, and in the manner set forth on **Exhibit C**, attached hereto.
- 4.2 The CONSULTANT 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 CONSULTANT 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 CONSULTANT and its sub-CONSULTANTS shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall assure that such subCONSULTANT or other third party also has such insurance.

- (a) Workers' Compensation, covering the obligations of the CONSULTANT 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 subCONSULTANTS. 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 CONSULTANT by law.
- (f) Such additional insurance as the TOWN may reasonably require, as set forth on **Exhibit A**.

CONSULTANT 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 CONSULTANT (whether completed or in process) shall become the property of the TOWN upon payment for such to the CONSULTANT and the CONSULTANT shall immediately deliver or otherwise make available all such material to the TOWN.
- 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 invalid 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** (CONSULTANT, Term, Completion), **Exhibit B** (Scope of Work), **Exhibit C** (Payments), **Exhibit D** (Tax Compliance Certificate), and **E** (Certificate of Non-Collusion) and any additional exhibits referred to therein, constitute the entire agreement of TOWN and CONSULTANT 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 CONSULTANT. 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.

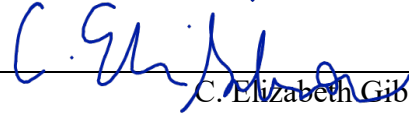
- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over 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 sent 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.

[Signatures to Follow]

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

**CONSULTANT: MCCLURE
ENGINEERING CO.:**

**TOWN OF NANTUCKET,
MASSACHUSETTS:**



C. Elizabeth Gibson
Town Manager

DATE: 11/01/2024

DATE: 11/07/2024

Approved as to Funds Available:



Brian E. Turbitt
Director of Municipal Finance

DATE: 11/19/2024

FOR TOWN OF NANTUCKET USE ONLY

Funding ORG/OBJ(s):

Purchase Order #:

36427-90426

25002517

CONTRACT EXHIBIT A
CONSULTANT, TERM, COMPLETION

1. **Name of CONSULTANT:** McClure Engineering Co.
2. **State of Incorporation:** Iowa
3. **Principal Office Address:** One Walnut Street, Boston, MA 02108
4. **Person, Department, or Committee, if any, to whom CONSULTANT reports (§ 2.2):** Kevin Manuel, Project Manager
5. **Term of Agreement (§3.1):** 37 months
6. **Completion Date (§3.2):** December 31, 2027
7. **Additional Insurance Coverage (§6.2(e)):**

CONTRACT EXHIBIT B
SCOPE OF WORK

September 2, 2024

Updated October 8, 2024

Gregg A. Tivnan Assistant Town Manager Town of Nantucket
16 Broad Street
Nantucket, MA 02554

Re: Engineering Services for Parking Lot Improvements – Various Locations
Nantucket, MA

Attn: Kevin W. Manuel
Project Manager

Dear Mr. Tivnan,

McClure Engineering Company (McClure) is pleased to present the attached proposal for professional engineering and permitting services related to the proposed improvements of four parking lots located within the Town of Nantucket: 37 Washington Street, 2-6 Fairgrounds Road, 131 Pleasant Street, and 4-6 Bathing Beach Road. This proposal outlines our scope of work and is organized into two major tasks for each parking lot site to ensure a structured and thorough approach:

- Task 1: Survey – We will conduct a topographic survey of four existing parking lot sites to support the development of design and permitting plans for each location.
- Task 2: Engineering & Permitting – We will provide dedicated engineering and permitting services and deliver final bidding documents for each specific site.

Our compensation for completing the services detailed in Exhibit C is a lump sum fee of \$493,512.00. The lump sum fee includes the cost of all associated subconsultant fees and direct expenses.

Thank you for entrusting us with this important project. We appreciate the opportunity to continue to provide professional services to the town and look forward to working with you on this assignment. Please do not hesitate to contact me directly if you have any questions regarding this proposal.

Sincerely,

McClure Engineering Company

John F. Osorio, P.E. Massachusetts Operations Director

PROJECT DESCRIPTION

The PROJECT consists of providing engineering and permitting services for the reconstruction of four parking lots in the Town of Nantucket, Massachusetts. A detailed scope of work is provided under the “Basic Services” section. The general description of work at each parking lot site is anticipated to be as follows:

Site 1: 37 Washington Street

The parking lot is a central site that provides parking access to a variety of town personnel, local businesses, shops, and dining establishments. The lot is across the street from the Nantucket Harbormaster town dock, making it a prime location for visitors and residents looking to access waterfront activities. The parking management plan for this site will be discussed with the town to optimize both short-term and long-term parking needs. As part of the design, boat pick-up and drop-off alternatives along Washington Street will be discussed with the Town and Harbormaster to improve traffic flow and enhance access to the Town dock.

Landscape design elements are anticipated and will integrate plantings, green infrastructure techniques, and both existing/proposed trees, creating a visually appealing and environmentally sustainable parking area that aligns with Nantucket’s aesthetic standards. A stormwater management system will be proposed to effectively handle runoff and maintain site sustainability. If requested, pedestrian lighting will be considered as part of the design. It is anticipated that future parking expansion of this lot will be desired once the existing building at 39 Washington Street is demolished. The design will anticipate additional parking at the 39 Washington Street site, providing opportunities to increase capacity and better serve the area’s parking demand.

The design process will also involve a review of the Town’s Coastal Resiliency plan and coordination with the Town to ensure that any improvements align with broader efforts to enhance the area’s resilience to flooding and other climate-related impacts.

Site 2: 2-6 Fairgrounds Road

The parking lot is strategically located near Nantucket’s municipal facilities, schools, and community centers, providing convenient parking for town personnel and residents accessing town services and participating in community activities. The design will incorporate parking management strategies based on feedback from the Town to ensure optimal usage and efficiency. Bike and pedestrian accessibility will be a key focus of the design, with plans to incorporate safe and convenient pathways that connect the parking lot to nearby facilities and public transit stops. Coordination with the Nantucket Regional Transit Authority will be essential to integrate transit service into the parking lot design, enhancing accessibility for transit users. This comprehensive approach aims to create a parking lot that not only meets the current needs of the community but also enhances connectivity and supports sustainable transportation options for the future.

A stormwater management system will be proposed to effectively handle runoff and maintain site sustainability. Additionally, the project will involve coordination with the Town and MassDEP regarding soil testing and any required permitting to ensure compliance with environmental regulations.

Site 3: 131 Pleasant Street

The parking lot serves as a transitional parking area between Nantucket’s residential neighborhoods and its busier commercial districts. It primarily provides essential parking for town staff. The parking lot will incorporate access management and be designed to maximize supply. A stormwater management system will be proposed to effectively handle runoff and maintain site sustainability.

Site 4: 4-6 Bathing Beach Road

The parking lot is located near Nantucket’s popular beachfront areas (Jetties Beach), serving as a key beach access point for visitors. The design will prioritize both vehicle and pedestrian safety, with considerations for the high volume of foot traffic, particularly during peak tourist seasons. Given the site’s proximity to the waterfront, the project will also evaluate design alternatives aimed at alleviating flooding in the upper parking lot, enhancing resilience and minimizing disruptions for users.

The project will involve close coordination with the Department of Public Works (DPW) to potentially implement stormwater improvements along Bathing Beach Road to its intersection with Jefferson Avenue, ensuring that the infrastructure can accommodate increased traffic and manage stormwater effectively. As part of this effort, the project team will work closely with the Town and relevant state agencies to understand and comply with all permitting requirements, ensuring that all necessary approvals are secured for the proposed improvements.

By integrating these considerations into the design, the parking lot will be better equipped to serve Nantucket's residents and visitors, offering a safe, accessible, and sustainable parking solution that supports both current and future needs.

I) BASIC SERVICES

The scope of work includes the design and layout of efficient parking solutions tailored to each site's unique conditions, along with the development of stormwater management systems, pavement design, and necessary infrastructure improvements. A key component of the project will involve coordinating with the Town to ensure the parking lots integrate seamlessly with the town's overall parking management strategy.

The scope of work is organized into two major tasks:

- **Task 1: Survey** – The CONSULTANT will conduct a topographic survey of each site and gather detailed information on existing conditions, topography, and site features necessary for design and planning.
- **Task 2: Engineering & Permitting** – The CONSULTANT will provide engineering design services, including stormwater management and pavement design, and prepare required permitting documents. This task includes coordination with local, state, and federal agencies to ensure regulatory compliance. The CONSULTANT will prepare bid documents for advertising by the Town.

The CONSULTANT will oversee project management activities, including coordination among various stakeholders, regular communication with the Town, and management of project timelines and deliverables to ensure successful project execution.

The CONSULTANT can support the bidding process, assist in contractor selection, and provide construction administration services to ensure the project is built according to design specifications and standards. *If assistance with bidding and construction services is desired by the OWNER, additional services will be necessary and a contract amendment will be executed at that time.*

TASK 1: SURVEY

The CONSULTANT will conduct a topographic survey of four existing parking lot sites to support the development of design and permitting plans for each location. The associated fee for this effort includes surveying all four locations. The sites are located as follows:

- Site 1: 37 Washington Street
- Site 2: 2-6 Fairgrounds Road
- Site 3: 131 Pleasant Street
- Site 4: 4-6 Bathing Beach Road

The survey limits for each site are illustrated by the red lines in Figures 1-4 that follow. The scope of services for Task 1 includes:

1. Topographic Survey
 - (i) The CONSULTANT will provide topographic survey required for developing design and permitting plans.
 - (ii) Topographic survey will include contour mapping at 1-foot intervals and the survey of the following features:
 - Edges of parking lots and buildings (including adjacent grades)
 - Ditches (top, toe, and flowline)

- Fences, embankments (top and toe), and trees (6 inches in diameter or greater, excluding wooded areas)
 - Drip lines or perimeters of wooded/brush areas, signs, water valves, hydrants, and other visible features relevant to the project objectives
 - Storm and sanitary sewer structures (including rim elevations, flowlines, pipe sizes, and types)
 - Non-visible below-grade structures based on data provided by the OWNER and utility providers
- (iii) This task involves obtaining sufficient field data to identify or establish property lines affected by the project for the preparation of improvement plans. This includes locating section corners, property pins, and visible lines of occupation, such as fences, field divisions, or other markers indicating property boundaries. A diligent effort will be made to recover existing land corner monuments necessary to define the property boundary.
- (iv) The CONSULTANT will integrate the topographic survey, utility survey, property lines, right-of-way lines, known easements, and property ownership details for parcels within the project limits into a base map for project design. Contours will be depicted at 1-foot intervals.



Figure 1: 37 Washington Street



Figure 2: 2-6 Fairgrounds Road



Figure 3: 131 Pleasant Street



Figure 4: 4-6 Bathing Beach Road

2. Utility Survey
 - (i) The CONSULTANT will coordinate with public utility owners to identify and locate existing utilities. The location of existing utilities will be interpreted using record plans and information provided by the utility owner and will be shown in the base mapping.
3. Resource Area Boundary Markers
 - (i) The CONSULTANT will locate the boundary markers identified by our subconsultant at each location.

TASK 2: ENGINEERING & PERMITTING

The scope of services detailed under this section is to be considered and applied independently to each of the four sites:

- Site 1: 37 Washington Street
- Site 2: 2-6 Fairgrounds Road
- Site 3: 131 Pleasant Street
- Site 4: 4-6 Bathing Beach Road

Each site will be treated as a separate task with its own distinct engineering and permitting requirements, timelines, deliverables, and associated costs. The CONSULTANT will provide a dedicated engineering and permitting effort for each site, ensuring that the design, analysis, and regulatory compliance are tailored to the unique conditions and requirements of each location.

This means that the engineering and permitting work, including but not limited to site-specific designs, environmental assessments, stormwater management plans, utility coordination, and preparation of all necessary documentation and filings, will be conducted independently for each site. As such, the costs associated with Task 2 will be itemized separately for each site to reflect the individual effort required.

By defining the scope of Task 2 in this manner, the contract ensures that each site is addressed with a dedicated focus, providing clarity and transparency in the allocation of resources and budgeting. This approach also allows for greater flexibility in managing the project, as the needs and conditions of each site may vary, requiring site-specific solutions.

PHASE 100 – CONCEPTUAL DESIGN SERVICES

1. Task 101 – Project Walkthrough
 - a. The CONSULTANT will meet with the OWNER and stakeholders to kick-off the project, conduct a site walk, review project objectives, and assess existing conditions and constraints. This on-site assessment will involve a review of surrounding land use, topography, access points, and any environmental or regulatory concerns that may impact the design.
2. Task 102 – Development of Concept Plan
 - a. The CONSULTANT will prepare up to two (2) conceptual designs for the OWNER'S consideration. The conceptual design will be prepared with available information, including GIS, imagery, existing surveys, or record plans. The conceptual design will generally include the following:
 - 1) Identification of property lines, and easements
 - 2) Street patterns, access points, parking areas, and pedestrian connectivity routes
 - 3) Public, open, or amenity spaces
 - 4) Site features, drainage patterns, and infrastructure considerations
 - b. Upon review of the initial concept plan by the OWNER and stakeholders, the CONSULTANT will perform one iteration of revisions to the concept and deliver the final concept design to the OWNER. Once approved by the OWNER, the design will advance to a detailed preliminary design phase.

If the development of additional concept alternatives is desired by the OWNER as a result of stakeholder feedback, additional services will be necessary and a contract amendment will be executed at that time.

PHASE 200 – EXISTING CONDITIONS

1. Task 201 – Existing Conditions (General)
 - a. The CONSULTANT will compile and review all available documents provided by the OWNER of existing features and planned or past projects in the vicinity of the proposed work.
2. Task 202 – Environmental Assessment
 - a. The CONSULTANT will coordinate with the subconsultant to conduct an early environmental assessment to ensure compliance with all relevant environmental regulations and to identify any potential environmental impacts associated with the project.

PHASE 400 – PRELIMINARY DESIGN SERVICES

1. Task 401 – Preliminary Design (General)
 - a. The CONSULTANT will provide preliminary design services to support the development of the parking lot parcel. Services will include preparation of a preliminary parking lot layout based on feedback gathered during the conceptual design phase. Preliminary Design Plans will include existing conditions (survey), site layout, access and circulation routes, preliminary grading, drainage and utility plans, stormwater management features, landscape plans, and photometric plans (if required).
 - (i) Preliminary Design Plans are anticipated to include the following sheets:
 - Cover Sheet
 - Legend and Notes
 - Existing Conditions Plan
 - Erosion Control Plan
 - Proposed Site Plan
 - Grading Plan
 - Drainage Plan and Profiles
 - Landscaping & Lighting Plans
 - Construction Details
 - (ii) Pedestrian, Bicycle, and Transit Accessibility Accommodations
 - (i) The CONSULTANT will review pedestrian/bicycle connectivity to the site to ensure safe and accessible accommodations for pedestrians, cyclists, and public transit users. With input from the OWNER, the design may include ADA-compliant sidewalks and/or pathways, and crosswalks to enhance connectivity and safety. Bicycle accommodations may include secure parking facilities. Additionally, the design will aim to prioritize easy access to nearby public transit stops to integrate the parking lot into the broader transportation network.
 - (ii) The CONSULTANT will coordinate with the OWNER and stakeholders to evaluate the need for clear signage and lighting to improve visibility and wayfinding for all users.
 - b. Preliminary Stormwater Management Study
 - (i) The CONSULTANT will prepare a preliminary storm water management study for each site. The study will evaluate existing conditions, proposed conditions, and include recommendations for stormwater management to meet the requirements of the Town. The preliminary study will establish the basis of design for the management of stormwater on the site, and support locations, approximate sizing, and siting of proposed stormwater management features.
 - c. Preliminary Landscape Design
 - (i) The CONSULTANT will provide a preliminary landscape design meeting the requirements of the Town of Nantucket. At the preliminary level, the landscape design will consist of locating areas to be used for landscaping and consideration of plant variety and species.

- e. Lighting Design
 - (i) The CONSULTANT shall prepare a preliminary pedestrian lighting exhibit within the parking lot showing lighting type, proposed pole and fixture locations, and general notes.
 - f. Utility Coordination
 - (i) The CONSULTANT will reach out to private utility service providers at the preliminary design level to initiate work orders and coordinate the design and preliminary cost estimate of providing services to the site.
 - g. Preliminary Construction Cost Estimate
 - (i) The CONSULTANT will prepare one (1) Preliminary Construction Cost Estimate with a 20% construction contingency for the project.
 - h. Quality Control
 - (i) The CONSULTANT will provide quality control for technical accuracy and general constructability for the preliminary design submittal.
 - (ii) This task includes time for the CONSULTANT to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Preliminary Design Plans.
 - i. Deliverables
 - (i) Preliminary Design Plans
 - (ii) Preliminary Construction Cost Estimate
 - (iii) Preliminary Stormwater Management Study
2. Task 402 – Percolation Tests for Stormwater BMPs
- a. The CONSULTANT will perform percolation (perk) tests at designated locations on each project site to evaluate soil infiltration rates for the design and implementation of stormwater Best Management Practices (BMPs).
- The percolation test results will be integrated into the overall stormwater management plans for the project sites. The CONSULTANT will use the data to refine the design of BMPs, ensuring that the proposed stormwater management strategies are effective, sustainable, and compliant with State and Town regulations.
- b. Deliverable
 - a. The CONSULTANT will prepare a memo detailing the percolation test results, including the observed infiltration rates, groundwater conditions, and any limitations or constraints identified during testing.

PHASE 500 – FINAL DESIGN SERVICES

- 1. Task 501 – Final Design (General)
 - a. The CONSULTANT shall proceed to final design once the OWNER provides written approval of the preliminary design phase. The Final Design Submission shall include contract drawings, specifications, and an updated construction cost estimate suitable for developing construction bid documents.
 - (i) The Final Design Plans are anticipated to include the following sheets:
 - Cover Sheet
 - Legend and Notes
 - Existing Conditions Plan
 - Erosion Control Plan
 - Proposed Site Plan
 - Grading Plan
 - Drainage Plan and Profiles
 - Landscaping & Lighting Plans
 - Construction Details

- b. Special Provisions:
 - (i) CONSULTANT shall prepare special provisions, as necessary, to provide new or modified specifications for project specific products or procedures. The construction specifications shall comply with MassDOT's Standard Specifications for Highways and Bridges (latest edition) to the extent possible.
- c. Final Construction Cost Estimate
 - (i) The CONSULTANT will prepare one (1) Final Construction Cost Estimate with 5% construction contingency for the project.
 - (ii) The itemized unit prices will be based on MassDOT's Weighted Average Bid Prices and past bids on the most recent infrastructure projects conducted in the Town of Nantucket. The estimate shall be based on engineering judgement and does not represent a guarantee of actual construction costs. The CONSULTANT has no control over the cost of labor, materials, equipment, market conditions, and the Contractor's method of determining prices.
- d. Quality Control
 - (i) The CONSULTANT will provide quality control for technical accuracy and general constructability for the final design submittal.
 - (ii) This task includes time for the CONSULTANT to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Final Design Plans.
- e. Deliverables
 - (i) Final Design Plans
 - (ii) Final Special Provisions
 - (iii) Final Construction Cost Estimate

PHASE 590 – ENVIRONMENTAL PERMITTING

- 1. Task 591 – Environmental Permitting (General)
 - a. The CONSULTANT will work closely with the subconsultant to oversee the environmental permitting process, including the assessment and preparation of all necessary permits for the site as anticipated/described below and further detailed in the subconsultants scope of work found in Exhibit D.
 - (i) Site 1: 37 Washington Street
 - 1) Resource Area Boundaries – The CONSULTANT will incorporate the resource area delineation into the survey base map. This effort is covered under Task 1.
 - 2) Notice of Intent (NOI) – The CONSULTANT will develop the necessary permitting plans and stormwater calculations/reports. Based on discussions with the Town Conservation Agent, it is assumed that the existing town-wide NOI will not cover anticipated work along Washington Street to accommodate a pull-off on the harbor side abutting the Harbormaster Town Dock.

The CONSULTANT will prepare for and attend the Conservation Committee meeting with the subconsultant. It is anticipated that only one (1) meeting will be required and that the meeting will be conducted virtually.
 - (ii) Site 2: 2-6 Fairgrounds Road
 - 1) Massachusetts Environmental Policy Act (MEPA) Office – The CONSULTANT will oversee coordination with the MEPA office to determine filing requirements for the proposed work.
 - (iii) Site 3: 131 Pleasant Street
 - 1) No permitting anticipated.

- (iv) Site 4: 4-6 Bathing Beach Road
 - 1) Resource Area Boundaries - The CONSULTANT will incorporate the resource area delineation into the survey base map. This effort is covered under Task 1.
 - 2) Notice of Intent (NOI) – The CONSULTANT will develop the necessary permitting plans and stormwater calculations/reports. Based on discussions with the Town Conservation Agent, it is assumed that the existing town-wide NOI will not cover anticipated work along Bathing Beach Road.

The CONSULTANT will prepare for and attend the Conservation Committee meeting with the subconsultant. It is anticipated that only one (1) meeting will be required and that the meeting will be conducted virtually.
 - 3) Early Coordination Meeting – The CONSULTANT will participate in an early coordination meeting with MassDEP, the Nantucket Conservation Commission, and the Massachusetts Office of Coastal Zone Management (CZM) to review the proposed work, filing expectations, and design comments prior to submitting permit applications. This meeting is anticipated to be held virtually.
 - 4) Chapter 91 License Application - The CONSULTANT will develop the necessary permitting plans meeting the requirements of the Chapter 91 License Application.
 - 5) Environmental Notification Form (ENF) – The CONSULTANT will attend one (1) virtual meeting. It is anticipated that minor comments will be received on the ENF and associated permitting plans. The scope includes addressing one (1) round of minor comments.

PHASE 850 - PROJECT MANAGEMENT AND COORDINATION

- 1. Task 851 – Project Management and Coordination (assumed project timeline of 24 months).
 - a. Project Management:
 - (i) The project manager of the CONSULTANT will be responsible for coordination with the OWNER.
 - (ii) The CONSULTANT will provide monthly progress updates and project invoices to the OWNER.
 - (iii) The CONSULTANT will conduct internal design review meetings as needed to advance the PROJECT.
 - (iv) The CONSULTANT will develop and maintain the PROJECT schedule.
 - (v) The CONSULTANT will maintain documentation of pertinent correspondence made by email, memos, letters, telephone, etc.
 - b. General Meetings
 - (i) The CONSULTANT will conduct a minimum of one monthly meeting with the OWNER to review progress and discuss specific elements of the PROJECT design and receive direction from the OWNER.
 - (ii) The CONSULTANT will develop agenda, attend, and provide meeting minutes for the following:
 - 1) One (1) Project Kickoff to review design criteria, alignments, project questions and issues, and work to be completed. This meeting is anticipated to be conducted virtually.
 - 2) One (1) Preliminary Design meeting to review preliminary plan design comments received by the OWNER. This meeting is anticipated to be conducted virtually.
 - 3) One (1) Final Design meeting to review check plan design comments received by the OWNER. This meeting is anticipated to be conducted virtually.
 - 4) One (1) additional meeting included for miscellaneous purposes.
 - 5) For budget purposes, these meetings will include up to two (2) staff members of the CONSULTANT.
 - c. Utility Coordination
 - (i) The CONSULTANT shall submit the Concept Drawings to each utility company at the beginning of preliminary design to inform the private utility companies of the upcoming PROJECT.
 - (ii) The CONSULTANT will perform coordination efforts electronically with each utility company.

2. Task 852 – Public Engagement
 - a. Public Information Meetings are not anticipated for this project and not included in this agreement.
 - b. Select Board Meeting
 - (i) The CONSULTANT will participate in one (1) virtual select board meeting that will be attended by two (2) staff members of the CONSULTANT. The purpose of the meeting will be to provide a brief overview of the proposed improvements.
 - (ii) The CONSULTANT will prepare a short power point presentation for the meeting.
 - (iii) The CONSULTANT will compile written and oral comments and submit to the OWNER.

PHASE 950 – SUBCONSULTANTS

1. Task 951 – Environmental Permitting (Subconsultant)
 - a. Refer to Exhibit D of this agreement for scope of services.



September 1, 2024

John Osorio, PE
McClure Engineering, Inc
One Walnut Street
Boston, MA 02108

**Re: Nantucket Parking Lot Improvements
Nantucket, MA
Resource Delineation and Environmental Permitting Services**

Mr. Osorio:

BETA Group, Inc. (BETA) is pleased to provide this Proposal and Cost Estimate for Resource Delineation and Environmental Permitting services necessary for the improvement of four (4) municipal parking areas. This Proposal and Cost Estimate outlines BETA's understanding of the proposed parking lot improvements and the Environmental Permitting necessary for their construction and sets forth the scope of services and the associated costs.

PROJECT UNDERSTANDING

The Town of Nantucket proposes the reconstruction of four (4) municipal parking lots on the island, located on Fairgrounds Road, Pleasant Street/Sparks Avenue, Washington Street, and Bathing Beach Road in Nantucket, MA (the Site). The Project is anticipated to include the following improvements:

- Task 1 – Washington Street – Repaving/stripping, stormwater improvements, and potential addition of a pull-off along Washington Street for pier access.
- Task 2 – Fairgrounds Road – Converting a gravel parking area to paved with striping, stormwater improvements.
- Task 3 – Pleasant Street - Repaving/stripping.
- Task 4 – Bathing Beach Road – Repaving/stripping, potential elevation increase of the parking area, stormwater improvements.

Because the proposed Project will occur at four separate locations, the environmental requirements for each location are different and are described below, however, the entire island of Nantucket is a Historic District designated as a National Historic Landmark, requiring all projects to be reviewed by the Nantucket Historic District Commission.

SCOPE OF SERVICES

Task 1: Washington Street

The Washington Street parking lot, and Washington Street itself, are subject to jurisdiction under the Massachusetts Wetlands Protection Act (M.G.L. ch.131 s.40) and its implementing regulations at 310 CMR 10.00, as well as the Town of Nantucket Conservation Commission Wetland Protection Regulations Bylaw Chapter 136, The Town of Nantucket Conservation Commission Wetland Protection Regulations Chapter 390 and implementing regulations and the Nantucket Coastal Resilience Plan, as they are located within Land Subject to Coastal Storm Flowage and/or the buffer zone to Coastal Beach / Coastal Dune.

- BETA Wetland Scientists will conduct an onsite review of the property to examine existing conditions and field-delineate Areas Subject to Protection/Jurisdiction under the Act, the Bylaw,

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and the federal Clean Water Act. A report documenting observations in the field will be prepared and will include field data forms (if applicable), GIS figures, and a soils report.

- Once conceptual plans are drafted, BETA will coordinate with the Conservation Commission to confirm the proposed permitting necessary for the Project, however, a stand-alone Notice of Intent has been included as the most likely permitting required for work on this parking lot. BETA will prepare a Notice of Intent (NOI) under the Act and the Bylaw for submission to MassDEP and the Nantucket Conservation Commission. Specifically, this will include the following tasks:
 - Obtain Certified List of Abutters and provide notification to Abutters via Certified Mail.
 - Prepare an NOI narrative with supporting documentation including Resource Area impact calculations and documentation of Performance Standards compliance.
 - Prepare a description of impact mitigation design and erosion controls.
 - File the NOI with the Nantucket Conservation Commission and MassDEP per local and state filing requirements.
 - Preparation for and attendance at one (1) Conservation Commission Virtual Public Hearing.
- Prepare and submit a Project Notification Form (PNF) to the State Historic Preservation Officer (SHPO) and the relevant Tribal Historic Preservation Officers (THPOs) to demonstrate compliance with Section 106 of the National Historic Preservation Act due to the Project's anticipated use of State funds.
- Prepare and submit an application to the Nantucket Historic District Commission (HDC) for approval, including notifying abutters and attending a public meeting, as needed.

The following assumptions are provided:

- All work will be located landward of the Historic High Water Mark; therefore, no work will occur within Filled or Flowed Tidelands and no Massachusetts Public Waterfront Act (Chapter 91) permitting is required.
- The subject properties are publicly owned but not subject to Article 97 protection based on cursory deed research, therefore no disposition will be required.
- Permitting plans and stormwater calculations/reports will be prepared by others.
- Land surveying services, including the location of Resource Area boundaries, will be provided by others.
- The SHPO will issue a "No Adverse Effect" letter for the proposed work.
- The Town will be the Applicant; therefore, no permitting fees are required.
- The Site visit will be conducted concurrently with all other Site visits noted in this scope.
- Conservation Commission and HDC public hearings/meetings will be attended virtually.

Task 2: Fairgrounds Road

Based on a review of existing mapping, the Fairgrounds Road parking area is not anticipated to be subject to jurisdiction under the Massachusetts Wetlands Protection Act, its regulations or Nantucket Wetland Protection Regulations. The Project is, however, located on a parcel of land with an existing Secretary's Certificate under the Massachusetts Environmental Policy Act. BETA will complete the following tasks as part of this scope of services:

- BETA Wetland Scientists will conduct an onsite review of the property to examine existing conditions and determine the presence of Areas Subject to Protection/Jurisdiction under the Massachusetts Wetlands Protection Act (M.G.L. ch.131, s.40 – the Act), the Town of Nantucket



Wetlands Bylaw (Chapter 136 – the Bylaw), and the federal Clean Water Act (33 U.S.C §§ 1251 et seq). Based on desktop research, presence of jurisdictional Resource Areas is not anticipated.

- Coordinate with the Massachusetts Environmental Policy Act (MEPA) Office to evaluate the Project’s impacts on the existing Secretary’s Certificate and determine filing requirements for the newly proposed work, including attending a virtual call.
- Prepare and submit a Project Notification Form (PNF) to the State Historic Preservation Officer (SHPO) and the relevant Tribal Historic Preservation Officers (THPOs) to demonstrate compliance with Section 106 of the National Historic Preservation Act due to the Project’s anticipated use of State funds.
- Prepare and submit an application to the Nantucket Historic District Commission for approval, including notifying abutters and attending a public meeting, as needed.

The following assumptions are provided:

- No jurisdictional Resource Areas are present at the Site; therefore, no filings with the Nantucket Conservation Commission, MassDEP, or USACE will be required. A memorandum describing Site conditions will be prepared for the Project record.
- The MEPA Office will confirm that no MEPA filings are required for the Project. If a MEPA submission is required, BETA can assist as a supplemental service.
- The SHPO will issue a “No Adverse Effect” letter for the proposed work.
- The Site visit will be conducted concurrently with all other Site visits noted in this scope.
- HDC public meeting will be attended virtually.

Task 3: Pleasant Street / Sparks Avenue

Based on a review of existing mapping, the Pleasant Street / Sparks Avenue parking area is not anticipated to be subject to jurisdiction under the Massachusetts Wetlands Protection Act, its regulations or Nantucket Wetland Protection Regulations. BETA will complete the following tasks as part of this scope of services:

- Prepare and submit a Project Notification Form (PNF) to the State Historic Preservation Officer (SHPO) and the relevant Tribal Historic Preservation Officers (THPOs) to demonstrate compliance with Section 106 of the National Historic Preservation Act due to the Project’s anticipated use of State funds.
- Prepare and submit an application to the Nantucket Historic District Commission for approval, including notifying abutters and attending a public meeting, as needed.

The following assumptions are provided:

- No environmental constraints, besides the presence of a Historic District, exist in this location (ie. Resource Areas, Article 97 Open Space, or rare / endangered species habitat is present at the Site); therefore, no permitting / due diligence beyond what is stated above will be required.
- HDC public meeting will be attended virtually.

Task 4: Bathing Beach Road

The Bathing Beach Road parking lot is subject to jurisdiction under the Massachusetts Wetlands Protection Act (M.G.L. ch.131 s.40) and its implementing regulations at 310 CMR 10.00, as well as the Town of Nantucket Conservation Commission Wetland Protection Regulations Bylaw Chapter 136, The Town of Nantucket Conservation Commission Wetland Protection Regulations Chapter 390 and



implementing regulations, as it is located within Land Subject to Coastal Storm Flowage and Barrier Beach. This location is also within Filled Tidelands (Subject to Chapter 91 Jurisdiction) and NHESP-mapped Priority Habitat of Rare Species (PH 888) and Estimated Habitat of Rare Wildlife (EH 1365) (Subject to Massachusetts Endangered Species Act jurisdiction).

- BETA Wetland Scientists will conduct an onsite review of the property to examine existing conditions and field-delineate Areas Subject to Protection/Jurisdiction under the Act, the Bylaw, and the federal Clean Water Act. A report documenting observations in the field will be prepared and will include field data forms (if applicable), GIS figures, and a soils report.
- Conduct an early coordination meeting with MassDEP, the Nantucket Conservation Commission, and the Massachusetts Office of Coastal Zone Management (CZM) to review the proposed work, filing expectations, and design comments prior to submitting permit applications. This meeting is anticipated to be held virtually.
- Prepare a Notice of Intent (NOI) under the Act and the Bylaw for submission to MassDEP and the Nantucket Conservation Commission. Specifically, this will include the following tasks:
 - Obtain Certified List of Abutters and provide notification to Abutters via Certified Mail.
 - Prepare an NOI narrative with supporting documentation including Resource Area impact calculations and documentation of Performance Standards compliance.
 - Prepare a description of impact mitigation design and erosion controls.
 - File the NOI with the Nantucket Conservation Commission and MassDEP per local and state filing requirements.
 - Preparation for and attendance at one (1) Conservation Commission Virtual Public Hearing.
- Prepare and submit a Massachusetts Endangered Species Act (MESA) Checklist to the Natural Heritage and Endangered Species Program (NHESP) to comply with MESA (M.G.L. ch.131A). This task will be conducted concurrently with the NOI filing.
- BETA will prepare a Chapter 91 License application and submit to MassDEP Waterways. Submission of the Chapter 91 Application will include:
 - Preparing the Chapter 91 Application Form, narrative, and supporting documentation.
 - Submission of a final signed form, narrative, supporting documentation, and the final DRAFT Plan Set (on Bond Paper) for initial review by MassDEP Waterways. Both an electronic and hard copy of the submission will be provided.
 - Coordination with the Town of Nantucket for receipt of Municipal Zoning Certification and Municipal Planning Board Notification Form.
 - BETA will conduct coordination with MassDEP and provide required services that follow MassDEP Waterways' initial review of the Chapter 91 License Application, including:
 - Placing the Public Notice (prepared by MassDEP following Application submission) in the local paper in accordance with 310 CMR 9.13(1).
 - Notification to abutters and mailing list, as provided by MassDEP.
 - Preparation of final Mylar Plans for recording at the Nantucket County Registry of Deeds.
 - Submission of additional documents required by MassDEP, such as copies of additional permits.



- Prepare and submit an Environmental Notification Form (ENF) to the MEPA Office due to exceedance of one-half acre of “other wetlands” alterations per 301 CMR 11.03(3)(b)1.f., because a Chapter 91 License is anticipated to be required. Specifically, BETA will:
 - Prepare all required narratives and completed forms per MEPA filing requirements. The ENF plan set will consist of the NOI plans.
 - Complete an Environmental Justice Screening Form and a Resilient MA Action Team (RMAT) assessment of the Project.
 - Provide a CZM Consistency Statement.
 - Distribute the filing per MEPA requirements.
 - Attend one (1) virtual onsite meeting.
 - Address comments received on the ENF, if any.
- Prepare and submit a Project Notification Form (PNF) to the State Historic Preservation Officer (SHPO) and the relevant Tribal Historic Preservation Officers (THPOs) to demonstrate compliance with Section 106 of the National Historic Preservation Act due to the Project’s use of State funds.
- Prepare and submit an application to the Nantucket Historic District Commission for approval, including notifying abutters and attending a public meeting, as needed.

The scope is based on the following assumptions:

- The subject properties are listed as being protected under Article 97; however, it is anticipated that the Project will be a continuation of an existing use and will not constitute a disposition.
- The proposed work will qualify as a Water-Dependent Use pursuant to Chapter 91 and the current structures at the Site are unlicensed.
- No Salt Marsh alterations will be proposed as part of the Project; therefore, the submission of a 401 Water Quality Certification will not be required.
- The proposed work will be located above the High Tide Line and is therefore not subject to USACE jurisdiction.
- Permitting plans and stormwater calculations/reports will be prepared by others.
- Land surveying services, including the location of Resource Area boundaries, will be provided by others.
- The Town will be the Applicant; therefore, no permitting fees are required, with the exception of the MESA Checklist fee.
- An Environmental Impact Report (EIR) will not be required under MEPA, as the project is not within 1 mile of an Environmental Justice Population.
- The SHPO will issue a “No Adverse Effect” letter for the proposed work.
- The Site visit will be conducted concurrently with all other Site visits noted in this scope.
- NHESP will issue a “No Take” or “Conditional No-Take” letter for the project.
- Conservation Commission and HDC public hearings/meetings will be attended virtually.



FEE

The budget for professional Environmental Permitting services for each task is outlined below:

<u>Task Number</u>	<u>Cost Estimate</u>
Task 1: Washington Street	\$ 12,600
Task 2: Fairgrounds Road	\$ 5,400
Task 3: Pleasant Street / Sparks Avenue	\$ 1,600
Task 4: Bathing Beach Road	\$ 33,000
Direct Expenses*:	
Mileage, Lodging, Ferry, Car Rental	\$ 1,000
Total:	\$ 53,600

*note direct expenses associated with specific tasks, such as postage and filing fees, are included in the price for that specific task.

Thank you for the opportunity to submit this proposal. Please contact me if I can be of assistance in any way.

Very truly yours,
BETA Group, Inc.



Laura Krause
Senior Project Manager

CONTRACT EXHIBIT C
PAYMENTS

1. Lump Sum Method
 - a. **Maximum Project Amount: \$493,512**

[See Fee Structure Below]

II) FEES: (CONTINUED)

TASK 2 – ENGINEERING, PERMITTING & CONSTRUCTION SERVICES		Total
SITE 3: 131 PLEASANT STREET		
Task 100 – Conceptual Design Services		\$5,425.00
Task 200 – Existing Conditions		\$750.00
Task 400 – Preliminary Design Services		\$23,495.00
Task 500 – Final Design Services		\$27,165.00
Task 590 – Environmental Permitting		\$0
Task 850 – Project Management and Coordination		\$14,790.00
Task 950 – Subconsultants (See Exhibit D)		
- BETA GROUP, INC.		\$1,600.00
Total Lump Sum Fee:		\$73,225.00
SITE 4: 4-6 BATHING BEACH ROAD		
Task 100 – Conceptual Design Services		\$7,575.00
Task 200 – Existing Conditions		\$1,150.00
Task 400 – Preliminary Design Services		\$31,775.00
Task 500 – Final Design Services		\$32,845.00
Task 590 – Environmental Permitting		\$16,785.00
Task 850 – Project Management and Coordination		\$17,170.00
Task 950 – Subconsultants (See Exhibit D)		
- BETA GROUP, INC.		\$33,000.00
Total Lump Sum Fee:		\$140,300.00
FEE SUMMARY (Lump Sum)		Total
1. Survey Services		\$40,750.00
2. Site 1: 37 Washington Street		\$134,157.00
3. Site 2: 2-6 Fairgrounds Road		\$105,080.00
4. Site 3: 131 Pleasant Street		\$73,225.00
5. Site 4: 4-6 Bathing Beach Road		\$140,300.00
Total Lump Sum Fee:		\$493,512.00

III) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

The following services are excluded from the basic services but may be performed by the CONSULTANT upon written amendment to this agreement.

- Preparation of Easement Documents or Rights of Entry
- Geotechnical Borings
- Public Engagement / Charrettes
- Color presentation exhibits / renderings
- Other permits not outlined in the Scope of Services
- Bidding Services
- Construction Administration and Observation
- Construction Survey / Construction Staking

Derivation of Fees

	Labor Required					TOTAL LABOR COST	Expenses				TOTAL EXPENSE COST	TOTAL TASK COST
	Principal	Project Manager	Engineer	Draft Engineer	Technician		Mileage	Car Rental	Ferry w/ Parking	Meals		
	\$295.00	\$200.00	\$175.00	\$125.00	\$115.00		\$	\$	\$	\$		
PHASE 100 - CONCEPTUAL DESIGN SERVICES												
101 Project Walkthrough	3	3				\$1,485.00	200	1	2	2	\$484.00	\$1,969.00
102 Development of Concept Plan	4	8	8	24		\$7,180.00					\$0.00	\$7,180.00
Subtotal 100	7	11	8	24	0	\$8,665.00	200	1	2	2	\$484.00	\$9,149.00
PHASE 200 - EXISTING CONDITIONS												
201 Existing Conditions (General)		2	2			\$750.00					\$0.00	\$750.00
202 Environmental Assessment		2				\$400.00					\$0.00	\$400.00
Subtotal 200	0	4	2	0	0	\$1,150.00	0	0	0	0	\$0.00	\$1,150.00
PHASE 400 - PRELIMINARY DESIGN												
401 Preliminary Design (General)												
CAD File Setup			4	8		\$1,700.00					\$0.00	\$1,700.00
Preliminary Plan Preparation												
Cover Sheet			1	2		\$425.00					\$0.00	\$425.00
Legend and Notes			1	2		\$425.00					\$0.00	\$425.00
Existing Conditions			1	2		\$425.00					\$0.00	\$425.00
Erosion Control Plan			2	8		\$1,350.00					\$0.00	\$1,350.00
Proposed Site Plan		2	4	16		\$3,100.00					\$0.00	\$3,100.00
Grading Plan		2	8	8		\$2,800.00					\$0.00	\$2,800.00
Drainage Plan and Profiles		4	8	8		\$3,200.00					\$0.00	\$3,200.00
Landscaping and Lighting Plan		8	16	8		\$5,400.00					\$0.00	\$5,400.00
Construction Details		2	4	12		\$2,600.00					\$0.00	\$2,600.00
Preliminary Stormwater Management Study		4	16	8		\$4,600.00					\$0.00	\$4,600.00
Preliminary Construction Cost Estimate		4	4	4	16	\$4,680.00					\$0.00	\$4,680.00
Quality Control		8	16	4		\$6,260.00					\$0.00	\$6,260.00
402 Percolation Tests for Stormwater BMPs												
Conduct Park Test			2	4		\$900.00	200	2	1	2	\$484.00	\$1,384.00
Memo			2	2		\$1,000.00					\$0.00	\$1,000.00
Subtotal 400	12	46	75	104	0	\$38,865.00	200	2	1	2	\$484.00	\$39,349.00
PHASE 500 - FINAL DESIGN												
501 Final Design (General)												
Incorporate review comments		2	4	16	16	\$6,190.00					\$0.00	\$6,190.00
Final Plan Prep												
Cover Sheet			1	1		\$300.00					\$0.00	\$300.00
Legend and Notes			1	1		\$300.00					\$0.00	\$300.00
Existing Conditions			1	1		\$300.00					\$0.00	\$300.00
Erosion Control Plan			1	4		\$675.00					\$0.00	\$675.00
Proposed Site Plan		2	4	8		\$2,100.00					\$0.00	\$2,100.00
Grading Plan		4	4	4		\$2,000.00					\$0.00	\$2,000.00
Drainage Plan and Profiles		4	8	8		\$3,200.00					\$0.00	\$3,200.00
Landscaping and Lighting Plan		8	8	8		\$4,000.00					\$0.00	\$4,000.00
Construction Details		2	4	4		\$1,600.00					\$0.00	\$1,600.00
Special Provisions		4	16	8		\$5,780.00					\$0.00	\$5,780.00
Final Construction Cost Estimate		2	4	4	8	\$3,090.00					\$0.00	\$3,090.00
Quality Control		8	16	4		\$6,260.00					\$0.00	\$6,260.00
Incorporate Owners Final Review Comments		2	8	8	8	\$4,590.00					\$0.00	\$4,590.00
Subtotal 500	18	68	72	71	0	\$40,385.00	0	0	0	0	\$0.00	\$40,385.00
PHASE 590 - ENVIRONMENTAL PERMITTING												
591 Environmental Permitting (General)												
Resource Area Boundary Base Mapping			1	1		\$375.00					\$0.00	\$375.00
Notice of Intent (NOI) Permit Plans and Stormwater Report		2	8	20	30	\$9,440.00					\$0.00	\$9,440.00
Conservation Committee Meeting (Virtual)		4	4			\$1,980.00					\$0.00	\$1,980.00
Subtotal 590	6	13	21	30	0	\$11,795.00	0	0	0	0	\$0.00	\$11,795.00

Derivation of Fees

EXHIBIT E

	Labor Required					TOTAL LABOR COST	Expenses				TOTAL EXPENSE COST	TOTAL TASK COST
	Principal	Project Manager	Engineer	Draft Engineer	Technician		Mileage	Car Rental	Ferry w/Parking	Meals		
	\$295.00	\$200.00	\$175.00	\$125.00	\$115.00		\$ 0.67	\$ 100.00	\$ 100.00	\$ 25.00		
PHASE 850 - PROJECT MANAGEMENT												
851 Project Management and Coordination (assume 24 months)												
Progress updates/monthly invoices		6				\$1,200.00					\$0.00	\$1,200.00
Internal design development meetings	4	24				\$5,980.00					\$0.00	\$5,980.00
General Meetings												
Owner Progress Meetings (Virtual)	2	6				\$1,790.00					\$0.00	\$1,790.00
Project Kickoff (Virtual)	1	1				\$495.00					\$0.00	\$495.00
Preliminary Design Review Meeting (Virtual)	1	2				\$695.00					\$0.00	\$695.00
Final Design Review Meeting (Virtual)	1	2				\$695.00					\$0.00	\$695.00
One additional meeting (Virtual)	1	2				\$695.00					\$0.00	\$695.00
Utility Coordination (1 Site/4 Virtual)	4	16				\$4,380.00	200	1	1	1	\$359.00	\$4,739.00
852 Public Engagement												
Public Information Meetings (Not Included)						\$0.00					\$0.00	\$0.00
Select Board Meetings (1 Virtual)	2	8		2		\$2,440.00					\$0.00	\$2,440.00
Subtotal 850	16	67	0	2	0	\$18,370.00	200	1	1	1	\$359.00	\$18,729.00
PHASE 950 - SUBCONSULTANTS (EXHIBIT D)												
951 Environmental Permitting						\$12,600.00					\$0.00	\$12,600.00
- Direct Expenses Associated with all four (4) Sites											\$1,000.00	\$1,000.00
Subtotal 950						\$12,600.00						\$13,600.00
Total Fee												\$134,157

Derivation of Fees

	Labor Required					TOTAL LABOR COST	Expenses				TOTAL EXPENSE COST	TOTAL TASK COST
	Principal	Project Manager	Engineer	Draft Engineer	Technician		Mileage	Car Rental	Ferry w/Parking	Meals		
	\$295.00	\$200.00	\$175.00	\$125.00	\$115.00		\$	\$	\$	\$		
PHASE 100 - CONCEPTUAL DESIGN SERVICES												
101 Project Walkthrough	3	3				\$1,485.00					\$0.00	\$1,485.00
102 Development of Concept Plan	4	6	6	20		\$5,930.00					\$0.00	\$5,930.00
Subtotal 100	7	9	6	20	0	\$7,415.00	0	0	0	0	\$0.00	\$7,415.00
PHASE 200 - EXISTING CONDITIONS												
201 Existing Conditions (General)		2	2			\$750.00					\$0.00	\$750.00
202 Environmental Assessment		2				\$400.00					\$0.00	\$400.00
Subtotal 200	0	4	2	0	0	\$1,150.00	0	0	0	0	\$0.00	\$1,150.00
PHASE 400 - PRELIMINARY DESIGN												
401 Preliminary Design (General)												
CAD File Setup			4	8		\$1,700.00					\$0.00	\$1,700.00
Preliminary Plan Preparation			1	2		\$425.00					\$0.00	\$425.00
Cover Sheet			1	2		\$425.00					\$0.00	\$425.00
Legend and Notes			1	2		\$425.00					\$0.00	\$425.00
Existing Conditions			1	2		\$425.00					\$0.00	\$425.00
Erosion Control Plan			2	6		\$1,100.00					\$0.00	\$1,100.00
Proposed Site Plan		2	4	16		\$3,100.00					\$0.00	\$3,100.00
Grading Plan		2	8	8		\$2,800.00					\$0.00	\$2,800.00
Drainage Plan and Profiles		4	8	8		\$3,200.00					\$0.00	\$3,200.00
Landscaping and Lighting Plan		4	8	4		\$2,700.00					\$0.00	\$2,700.00
Construction Details		2	4	12		\$2,600.00					\$0.00	\$2,600.00
Preliminary Stormwater Management Study		4	16	8		\$4,600.00					\$0.00	\$4,600.00
Preliminary Construction Cost Estimate	4	4	4	16		\$4,680.00					\$0.00	\$4,680.00
Quality Control	8	16	4			\$6,260.00					\$0.00	\$6,260.00
402 Percolation Tests for Stormwater BMPs												
Conduct Park Test		2		4		\$900.00					\$0.00	\$900.00
Memo		2	2	2		\$1,000.00					\$0.00	\$1,000.00
Subtotal 400	12	42	67	98	0	\$35,915.00	0	0	0	0	\$0.00	\$35,915.00
PHASE 500 - FINAL DESIGN												
501 Final Design (General)												
Incorporate review comments	2	4	16	16		\$6,190.00					\$0.00	\$6,190.00
Final Plan Prep												
Cover Sheet			1	1		\$300.00					\$0.00	\$300.00
Legend and Notes			1	1		\$300.00					\$0.00	\$300.00
Existing Conditions			1	1		\$300.00					\$0.00	\$300.00
Erosion Control Plan			1	4		\$675.00					\$0.00	\$675.00
Proposed Site Plan		2	4	8		\$2,100.00					\$0.00	\$2,100.00
Grading Plan		2	4	4		\$1,600.00					\$0.00	\$1,600.00
Drainage Plan and Profiles		4	8	8		\$3,200.00					\$0.00	\$3,200.00
Landscaping and Lighting Plan		4	4	4		\$2,000.00					\$0.00	\$2,000.00
Construction Details		2	2	4		\$1,250.00					\$0.00	\$1,250.00
Special Provisions	4	12	6			\$4,630.00					\$0.00	\$4,630.00
Final Construction Cost Estimate	2	4	4	8		\$3,090.00					\$0.00	\$3,090.00
Quality Control	8	16	2			\$5,910.00					\$0.00	\$5,910.00
Incorporate Owners Final Review Comments	2	8	8	8		\$4,590.00					\$0.00	\$4,590.00
Subtotal 500	18	58	62	67	0	\$36,135.00	0	0	0	0	\$0.00	\$36,135.00
PHASE 590 - ENVIRONMENTAL PERMITTING												
591 Environmental Permitting (General)												
Massachusetts Environmental Policy Act (MEPA) Office	1	2				\$695.00					\$0.00	\$695.00
Subtotal 590	1	2	0	0	0	\$695.00	0	0	0	0	\$0.00	\$695.00

Derivation of Fees

	Labor Required					TOTAL LABOR COST	Expenses				TOTAL EXPENSE COST	TOTAL TASK COST
	Principal	Project Manager	Engineer	Draft Engineer	Technician		Milage	Car Rental	Ferry w/ Parking	Meals		
	\$295.00	\$200.00	\$175.00	\$125.00	\$115.00		\$ 0.67	\$ 100.00	\$ 100.00	\$ 25.00		
PHASE 850 - PROJECT MANAGEMENT												
851 Project Management and Coordination (assume 24 months)												
Progress updates/monthly invoices		6				\$1,200.00					\$0.00	\$1,200.00
Internal design development meetings	4	24				\$5,980.00					\$0.00	\$5,980.00
General Meetings												
Owner Progress Meetings (Virtual)	2	6				\$1,790.00					\$0.00	\$1,790.00
Project Kickoff (Virtual)	1	1				\$495.00					\$0.00	\$495.00
Preliminary Design Review Meeting (Virtual)	1	2				\$695.00					\$0.00	\$695.00
Final Design Review Meeting (Virtual)	1	2				\$695.00					\$0.00	\$695.00
One additional meeting (Virtual)	1	2				\$695.00					\$0.00	\$695.00
Utility Coordination (1 Site/4 Virtual)	4	16				\$4,380.00					\$0.00	\$4,380.00
852 Public Engagement						\$0.00					\$0.00	\$0.00
Public Information Meetings (Not Included)						\$2,440.00					\$0.00	\$2,440.00
Select Board Meetings (1 Virtual)	2	8		2	0	\$2,440.00					\$0.00	\$2,440.00
Subtotal 850	16	67	0	2	0	\$18,370.00	0	0	0	0	\$0.00	\$18,370.00
PHASE 950 - SUBCONSULTANTS (EXHIBIT D)												
951 Environmental Permitting												
Subtotal 950						\$5,400.00					\$0.00	\$5,400.00
Total Fee												\$105,080

Derivation of Fees

	Labor Required					TOTAL LABOR COST	Expenses				TOTAL EXPENSE COST	TOTAL TASK COST
	Principal	Project Manager	Engineer	Draft Engineer	Technician		Mileage	Car Rental	Ferry w/ Parking	Meals		
	\$295.00	\$200.00	\$175.00	\$125.00	\$115.00		\$	\$	\$	\$		
PHASE 100 - CONCEPTUAL DESIGN SERVICES												
101 Project Walkthrough	3	3				\$1,485.00					\$0.00	\$1,485.00
102 Development of Concept Plan	2	4	6	12	0	\$3,940.00					\$0.00	\$3,940.00
Subtotal 100	5	7	6	12	0	\$5,425.00	0	0	0	0	\$0.00	\$5,425.00
PHASE 200 - EXISTING CONDITIONS												
201 Existing Conditions (General)		2	2			\$750.00					\$0.00	\$750.00
202 Environmental Assessment						\$0.00					\$0.00	\$0.00
Subtotal 200	0	2	2	0	0	\$750.00	0	0	0	0	\$0.00	\$750.00
PHASE 400 - PRELIMINARY DESIGN												
401 Preliminary Design (General)												
CAD File Setup			2	4		\$850.00					\$0.00	\$850.00
Preliminary Plan Preparation												
Cover Sheet			1	2		\$425.00					\$0.00	\$425.00
Legend and Notes			1	2		\$425.00					\$0.00	\$425.00
Existing Conditions			1	2		\$425.00					\$0.00	\$425.00
Erosion Control Plan			2	4		\$850.00					\$0.00	\$850.00
Proposed Site Plan		2	4	8		\$2,100.00					\$0.00	\$2,100.00
Grading Plan		2	8	4		\$2,300.00					\$0.00	\$2,300.00
Drainage Plan and Profiles		4	4	4		\$2,000.00					\$0.00	\$2,000.00
Landscaping and Lighting Plan		4	4	4		\$2,000.00					\$0.00	\$2,000.00
Construction Details		2	4	4		\$1,600.00					\$0.00	\$1,600.00
Preliminary Stormwater Management Study		2	4	4		\$1,600.00					\$0.00	\$1,600.00
Preliminary Construction Cost Estimate	2	4	4	8		\$3,090.00					\$0.00	\$3,090.00
Quality Control	4	12	2			\$3,930.00					\$0.00	\$3,930.00
402 Percolation Tests for Stormwater BMPs												
Conduct Park Test		2		4		\$900.00					\$0.00	\$900.00
Memo		2	2	2		\$1,000.00					\$0.00	\$1,000.00
Subtotal 400	6	36	43	56	0	\$23,495.00	0	0	0	0	\$0.00	\$23,495.00
PHASE 500 - FINAL DESIGN												
501 Final Design (General)												
Incorporate review comments	2	4	8	8		\$3,790.00					\$0.00	\$3,790.00
Final Plan Prep												
Cover Sheet			1	1		\$300.00					\$0.00	\$300.00
Legend and Notes			1	1		\$300.00					\$0.00	\$300.00
Existing Conditions			1	1		\$300.00					\$0.00	\$300.00
Erosion Control Plan			1	2		\$425.00					\$0.00	\$425.00
Proposed Site Plan		2	4	4		\$1,600.00					\$0.00	\$1,600.00
Grading Plan		2	8	4		\$2,300.00					\$0.00	\$2,300.00
Drainage Plan and Profiles		2	8	4		\$2,300.00					\$0.00	\$2,300.00
Landscaping and Lighting Plan		4	4	4		\$2,000.00					\$0.00	\$2,000.00
Construction Details		2	2	2		\$1,000.00					\$0.00	\$1,000.00
Special Provisions	2	8	8			\$3,590.00					\$0.00	\$3,590.00
Final Construction Cost Estimate	2	4	4	4		\$2,590.00					\$0.00	\$2,590.00
Quality Control	4	12				\$3,580.00					\$0.00	\$3,580.00
Incorporate Owners Final Review Comments	2	4	4	8		\$3,090.00					\$0.00	\$3,090.00
Subtotal 500	12	44	54	43	0	\$27,165.00	0	0	0	0	\$0.00	\$27,165.00
PHASE 590 - ENVIRONMENTAL PERMITTING (NOT APPLICABLE)												

Derivation of Fees

	Labor Required					TOTAL LABOR COST	Expenses				TOTAL EXPENSE COST	TOTAL TASK COST
	Principal	Project Manager	Engineer	Draft Engineer	Technician		Mileage	Car Rental	Ferry w/ Parking	Meals		
	\$295.00	\$200.00	\$175.00	\$125.00	\$115.00		\$	\$	\$	\$		
PHASE 850 - PROJECT MANAGEMENT												
851 Project Management and Coordination (assume 24 months)												
Progress updates/monthly invoices		6				\$1,200.00					\$0.00	\$1,200.00
Internal design development meetings	2	12				\$2,990.00					\$0.00	\$2,990.00
General Meetings:												
Owner Progress Meetings (Virtual)	2	6				\$1,790.00					\$0.00	\$1,790.00
Project Kickoff (Virtual)	1	1				\$495.00					\$0.00	\$495.00
Preliminary Design Review Meeting (Virtual)	1	2				\$695.00					\$0.00	\$695.00
Final Design Review Meeting (Virtual)	1	2				\$695.00					\$0.00	\$695.00
One additional meeting (Virtual)	1	2				\$695.00					\$0.00	\$695.00
Utility Coordination (1 Site/4 Virtual)	2	16				\$3,790.00					\$0.00	\$3,790.00
852 Public Engagement												
Public Information Meetings (Not Included)						\$0.00					\$0.00	\$0.00
Select Board Meetings (1 Virtual)	2	8		2		\$2,440.00					\$0.00	\$2,440.00
Subtotal 850	12	55	0	2	0	\$14,790.00	0	0	0	0	\$0.00	\$14,790.00
PHASE 950 - SUBCONSULTANTS (EXHIBIT D)												
951 Environmental Permitting						\$1,600.00					\$0.00	\$1,600.00
Subtotal 950						\$1,600.00					\$0.00	\$1,600.00
Total Fee												\$73,225

Derivation of Fees

	Labor Required					TOTAL LABOR COST	Expenses				TOTAL EXPENSE COST	TOTAL TASK COST
	Principal	Project Manager	Engineer	Draft Engineer	Technician		Mileage	Car Rental	Ferry w/Parking	Meals		
	\$295.00	\$200.00	\$175.00	\$125.00	\$115.00		\$	\$	\$	\$		
PHASE 100 - CONCEPTUAL DESIGN SERVICES												
101 Project Walkthrough	3	3				\$1,485.00					\$0.00	\$1,485.00
102 Development of Concept Plan	2	8	8	20		\$6,090.00					\$0.00	\$6,090.00
Subtotal 100	5	11	8	20	0	\$7,575.00	0	0	0	0	\$0.00	\$7,575.00
PHASE 200 - EXISTING CONDITIONS												
201 Existing Conditions (General)		2	2			\$750.00					\$0.00	\$750.00
202 Environmental Assessment		2				\$400.00					\$0.00	\$400.00
Subtotal 200	0	4	2	0	0	\$1,150.00	0	0	0	0	\$0.00	\$1,150.00
PHASE 400 - PRELIMINARY DESIGN												
401 Preliminary Design (General)												
CAD File Setup			4	8		\$1,700.00					\$0.00	\$1,700.00
Preliminary Plan Preparation												
Cover Sheet			1	2		\$425.00					\$0.00	\$425.00
Legend and Notes			1	2		\$425.00					\$0.00	\$425.00
Existing Conditions			1	2		\$425.00					\$0.00	\$425.00
Erosion Control Plan		2	2	8		\$1,750.00					\$0.00	\$1,750.00
Proposed Site Plan		2	4	12		\$2,600.00					\$0.00	\$2,600.00
Grading Plan		2	8	8		\$2,800.00					\$0.00	\$2,800.00
Drainage Plan and Profiles		4	8	8		\$3,200.00					\$0.00	\$3,200.00
Landscaping and Lighting Plan		4	4	4		\$2,000.00					\$0.00	\$2,000.00
Construction Details		2	4	8		\$2,100.00					\$0.00	\$2,100.00
Preliminary Stormwater Management Study		4	12	4		\$3,400.00					\$0.00	\$3,400.00
Preliminary Construction Cost Estimate	2	4	4	12		\$3,590.00					\$0.00	\$3,590.00
Quality Control	8	12	4			\$5,460.00					\$0.00	\$5,460.00
402 Percolation Tests for Stormwater BMPs												
Conduct Park Test		2		4		\$900.00					\$0.00	\$900.00
Memo		2	2	2		\$1,000.00					\$0.00	\$1,000.00
Subtotal 400	10	40	59	84	0	\$31,775.00	0	0	0	0	\$0.00	\$31,775.00
PHASE 500 - FINAL DESIGN												
501 Final Design (General)												
Incorporate review comments	2	4	8	12		\$4,290.00					\$0.00	\$4,290.00
Final Plan Prep												
Cover Sheet			1	1		\$300.00					\$0.00	\$300.00
Legend and Notes			1	1		\$300.00					\$0.00	\$300.00
Existing Conditions			1	1		\$300.00					\$0.00	\$300.00
Erosion Control Plan			1	2		\$425.00					\$0.00	\$425.00
Proposed Site Plan		2	8	4		\$2,300.00					\$0.00	\$2,300.00
Grading Plan		2	8	4		\$2,300.00					\$0.00	\$2,300.00
Drainage Plan and Profiles		2	8	8		\$2,800.00					\$0.00	\$2,800.00
Landscaping and Lighting Plan		4	4	4		\$2,000.00					\$0.00	\$2,000.00
Construction Details		2	2	2		\$1,000.00					\$0.00	\$1,000.00
Special Provisions	2	12	8			\$4,390.00					\$0.00	\$4,390.00
Final Construction Cost Estimate	2	4	4	8		\$3,090.00					\$0.00	\$3,090.00
Quality Control	8	12				\$4,760.00					\$0.00	\$4,760.00
Incorporate Owners' Final Review Comments	2	8	8	8		\$4,590.00					\$0.00	\$4,590.00
Subtotal 500	16	52	62	55	0	\$32,845.00	0	0	0	0	\$0.00	\$32,845.00

Derivation of Fees

	Labor Required					TOTAL LABOR COST	Expenses				TOTAL EXPENSE COST	TOTAL TASK COST
	Principal	Project Manager	Engineer	Draft Engineer	Technician		Mileage	Car Rental	Ferry w/ Parking	Meals		
	\$295.00	\$200.00	\$175.00	\$125.00	\$115.00		\$	\$	\$	\$		
PHASE 590 - ENVIRONMENTAL PERMITTING												
591 Environmental Permitting (General)												
Resource Area Boundry Base Mapping		1	1			\$375.00					\$0.00	\$375.00
Notice of Intent (NOI) Permit Plans and Stormwater Report	2	8	16	24		\$7,990.00					\$0.00	\$7,990.00
Conservation Committee Meeting (Virtual)	4	4				\$1,980.00					\$0.00	\$1,980.00
Early Coordination Meeting	1	2				\$695.00					\$0.00	\$695.00
Chapter 91 License Application		4	8	16		\$4,200.00					\$0.00	\$4,200.00
Environmental Notification Form (ENF)	1	2	2	4		\$1,545.00					\$0.00	\$1,545.00
Subtotal 590	8	21	27	44	0	\$16,785.00	0	0	0	0	\$0.00	\$16,785.00
PHASE 850 - PROJECT MANAGEMENT												
851 Project Management and Coordination (assume 24 months)		6				\$1,200.00					\$0.00	\$1,200.00
Progress updates/monthly invoice		18				\$4,780.00					\$0.00	\$4,780.00
Internal design development meetings	4											
General Meetings:												
Owner Progress Meetings (Virtual)	2	6				\$1,790.00					\$0.00	\$1,790.00
Project Kickoff (Virtual)	1	1				\$495.00					\$0.00	\$495.00
Preliminary Design Review Meeting (Virtual)	1	2				\$695.00					\$0.00	\$695.00
Final Design Review Meeting (Virtual)	1	2				\$695.00					\$0.00	\$695.00
One additional meeting (Virtual)	1	2				\$695.00					\$0.00	\$695.00
Utility Coordination (1 Site/4 Virtual)	4	16				\$4,380.00					\$0.00	\$4,380.00
852 Public Engagement						\$0.00					\$0.00	\$0.00
Public Information Meetings (Not Included)						\$2,440.00					\$0.00	\$2,440.00
Select Board Meetings (1 Virtual)	2	8		2		\$2,440.00					\$0.00	\$2,440.00
Subtotal 850	16	61	0	2	0	\$17,170.00	0	0	0	0	\$0.00	\$17,170.00
PHASE 950 - SUBCONSULTANTS (EXHIBIT D)												
951 Environmental Permitting						\$33,000.00					\$0.00	\$33,000.00
Subtotal 950						\$33,000.00					\$0.00	\$33,000.00
Total Fee												\$140,300

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b. **Payment Increments:** CONSULTANT 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.

c. **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 **McClure Engineering Co.**, which is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and CONSULTANTS, and withholding and remitting child support.

42-0982931

Federal Employer Identification
Number



Signature of person signing agreement

11/01/2024

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

McClure Engineering Co.

Name of Business