



**TOWN OF NANTUCKET**  
**AGREEMENT BETWEEN**  
**THE TOWN OF NANTUCKET**  
**AND**  
**DESMAN Inc**

Contract No. 994  
PO No. 18003933  
Vendor No. 96118

THIS AGREEMENT made effective October 25, 2017, 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 **DESMAN Inc.** 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 A (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 best 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 B, attached hereto.
- 4.2 The CONTRACTOR will bill the TOWN at the completion of the work unless otherwise provided on Exhibit B, 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 B, 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.

- 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, Scope of Work, Term), Exhibit B (Payments), and Exhibit C (Tax Compliance Certificate), 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 or Exhibit B, 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 and B.
  - 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.

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

CONTRACTOR: DESMAN, INC.

TOWN OF NANTUCKET,  
MASSACHUSETTS:



Name STEPHEN J. PERAZA  
President

C. Elizabeth Gibson  
Town Manager

Funding Org/Obj:

28205/53100

FEIN: 11-2709775

Approved as to Funds Available:

Purchase Order # 18003933

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Brian E. Turbitt – Finance Director or  
Bob Dickinson – Assistant Town  
Accountant

**CONTRACT EXHIBIT A**

**CONTRACTOR, SCOPE OF WORK, TERM**

1. **Name of Contractor:** DESMAN Inc.
2. **State of Incorporation:**
3. **Principal Office Address:** 18 Tremont Street, SUITE 300, Boston, MA 02108
4. **Description of Services:** Development Consulting Services related to the evaluation of the structural, functional and fiscal feasibility of the proposed intermodal center. Scope of work and billing rates are attached to and part of this contract.
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):** C. Elizabeth Gibson, Town Manager
6. **Term of Agreement (§3.1):** 1 Year
7. **Completion Date (§3.2):** 12/31/2018
8. **Additional Insurance Coverage (§6.2(e)):** None

Elizabeth Gibson  
Town Manager  
Town of Nantucket  
2 Fairgrounds Road  
Nantucket, MA 02554

Tuesday, October 03, 2017 (Revised)

**RE:** *Harbor Place Intermodal Center Feasibility Study  
Proposal for Parking Consulting Services  
Nantucket, MA*

Dear Ms. Gibson:

Based on our prior conversations, DESMAN, Inc. (DESMAN) is pleased to submit our proposal to provide parking consulting services for the Harbor Place Intermodal Center.

**PROJECT UNDERSTANDING**

Harbor Place is a proposed collaborative development between the Town of Nantucket, National Grid, New England Development, Winthrop Management and ReMain Nantucket. The project represents a once in a lifetime opportunity to redevelop the existing National Grid facilities, Stop and Shop grocery store, and adjacent structures into a vibrant neighborhood of market-rate and workforce housing, retail stores, restaurant and recaptured community space along New Whale Street. This plan also presents the opportunity to develop an intermodal center which would provide a hub for ferry services, shuttle buses, bicycle rentals, and taxi operations away from the waterfront and Straight Wharf, as well as parking to support redevelopment and existing downtown businesses.

The Town of Nantucket is seeking the assistance of a consulting firm which may aid in evaluating the structural, functional, and fiscal feasibility of the proposed intermodal center. Specific attention will be required to assure that the proposed facility can be integrated into the existing downtown seamlessly from both an architectural and functional perspective in a cost-efficient manner. The consultant will be expected to understand and incorporate the goals outlined in prior (Wilkes Square) studies, as well as industry best practices.

**SCOPE OF SERVICES**

Based on the preceding, DESMAN proposes the following scope of services:

1. Request and review prior studies and other documentation germane to the effort. This may include, but is not limited to, the following:
  - 1.1. 10 & 12 Washington Street Transportation Hub Presentation – 12/3/2007
  - 1.2. Downtown Circulation and Ferry Access Improvement Study – March 2008
  - 1.3. Town of Nantucket Master Plan – 4/6/2009
  - 1.4. Wilkes Square Economic Study – January 2010
  - 1.5. Downtown Parking Study – 1/25/2010

8. (Add/Alternate) Develop a parking demand model for the Harbor Place redevelopment factoring in impacts from existing area demand (as documented in prior studies) and future development across the project site.
  - 8.1. Prepare a narrative review of each type of user anticipated to use the facility and quantify need by user type, length of stay, etc.
  - 8.2. Based on this review, project resulting peak parking demand for the proposed facility and evaluate relative to the most recent design iteration.
9. Based on the preceding work, reduce the number of options to not more than two (2) potential designs. Prepare an estimate of cost for each option.
10. Prepare an overview of potential public/private ownership and operating models for the proposed facilities, including operational format.
  - 10.1. Meet with Town officials to discuss the various options and select one that mutually agreeable to all parties.
11. Based on the selected ownership and operating models, develop an operating budget and estimated debt service obligation for each design option, based on financing assumptions provided by the Town.
12. Develop a revenue model based on demand projections for the facility and adjust it, as appropriate, to reflect the available capacity in each one of the design options.
  - 12.1. Working off the projected annual operating costs, debt service obligations, and captured parking demand, determine the rates needed to generate adequate gross income to cover operating costs and debt service on each option.
  - 12.2. Research and identify any alternative funding sources (i.e. grants, loans, etc.) which may be available to offset the project's total cost. As reasonable, estimate the source and amount of any reductions, and their impact on debt service obligations.
13. Consolidate all work to date into a draft formal report and issue to the Town for review.
14. Meet with the Town to discuss the draft report and evaluate the design and financial benefits and liabilities of each of the four options. Identify key values and weights on each value for evaluating each option.
15. Based on the preceding meeting, prepare a matrix analysis of each option relative to stated values and score each option reflecting the weight dictated by the Town.
16. Meet with the Town to review the matrix analysis and revise as appropriate. Incorporate the finalized analysis into the draft report.
17. Based on the selected option, prepare a conceptual timeline illustrating the design and construction process from initiation through project opening. Incorporate the timeline into the draft report.
18. Issue the revised draft report to the Town for their review and dissemination.
19. At the Town's discretion attend up to two (2) public meetings to vet the draft report, answer questions and receive feedback.
20. Based on feedback, prepare and issue a final report for the Town's use and distribution.

**ACCEPTANCE**

Trusting that you accept the terms and conditions stated herein and agree to limit our liability as stated in the General Conditions attached, please signify your acceptance by executing both copies of this letter proposal for Professional Consulting Services, retaining one original for your use and returning the other copy to us to serve as your notice for us to proceed.

Accepted and Approved For:

**TOWN OF NANTUCKET**

- Base Scope of Services with a NTE Limit of \$72,000 inclusive of all expenses
- Expanded Scope of Services with a NTE Limit of \$74,500 inclusive of all expenses

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

### STANDARD TERMS AND CONDITIONS OF AGREEMENT

The engagement of DESMAN, Inc. ("DESMAN") by Town of Nantucket ("Client") is under the following terms and conditions, as applicable, and is an integral part of the Agreement between Client and DESMAN.

1. Unless noted or otherwise requested, the fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal.
2. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement unless noted otherwise, and if requested, a retainer. All retainer amounts will be applied to the last invoice. A RETAINER OF \$ 0 IS REQUIRED BEFORE WORK CAN COMMENCE UNDER THE AGREEMENT.
3. Before DESMAN shall be called upon to provide its services there under, the Client shall provide DESMAN, in writing, with all necessary information to permit its proper performance of the services to be provided. DESMAN shall be under no duty or obligation to verify the completeness or accuracy of the information provided by the Client and shall be entitled to fully rely thereon.
4. Client shall provide the necessary access and right-of-entry for DESMAN to enter the Project site, and to all shops and yards where materials are prepared or stored in order to allow DESMAN to perform their services.
5. The Client shall provide DESMAN with sufficient advance notice of required service so as to allow DESMAN a reasonable period of time to coordinate the assignment of its personnel. If DESMAN is required to delay commencement of its work, or is required to stop or interrupt the progress of its work due to action/inaction of Client, additional charges will be applicable and payable by the Client, which must be documented.
6. DESMAN will not act to enforce the provisions of the contract drawings or specifications. Should DESMAN, in the proposal, accept responsibility for site observations or monitoring, it remains the responsibility of the Client to enforce the contract provisions and to effect corrections of any contractual deficiencies, which are discovered by DESMAN. Desman shall not be liable for the contractor's failure to perform the work in accordance with the contract documents.
7. Testing results apply only to the material samples actually tested. Test specimens or samples will be disposed immediately upon completion of the test, unless otherwise agreed.
8. Payment is due upon receipt of DESMAN's invoices. Payment to DESMAN is the sole responsibility of signatory of this Agreement and is not subject to third party agreements. If payment is not received within thirty (30) days of receipt by Client, Client agrees to pay a finance charge on the principal amount of the past due account to one and one half (1 1/2%) percent per month. The Client agrees to pay DESMAN's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.
9. Invoice payments must be kept current for work to continue. If the Client fails to pay any invoice due to DESMAN within 45 days of the date of the invoice, DESMAN may, without waiving any other claim or right against Client, suspend services under this Agreement until DESMAN has been paid in full all amounts due DESMAN and/or any of its Consultants and Subcontractors.
10. DESMAN agrees to carry the following insurance during the term of this Agreement: Workmen's compensation, General Liability, Professional Liability and Comprehensive Automobile Liability. Certificates of insurance will be furnished upon request. If the Client requires insurance coverage or

Elizabeth Gibson  
Town Manager  
Town of Nantucket  
2 Fairgrounds Road  
Nantucket, MA 02554

Tuesday, October 03, 2017 (Revised)

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**SCOPE OF SERVICES**

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  - 1.4. Wilkes Square Economic Study – January 2010
  - 1.5. Downtown Parking Study – 1/25/2010

- 1.6. Wilkes Square Development – Final Report, 9/15/2010
- 1.7. A Parking Management Program for Nantucket – February 2011
- 1.8. NRTA Year-Round Bus Service Study – April 2016
- 1.9. Town of Nantucket Municipal Codes including Chapter 139 (Zoning)
- 1.10. Any studies, drawings and other materials specific to Harbor Place
- 1.11. Any studies or other information pertaining to ferry, shuttle bus, or taxi operations in downtown Nantucket
- 1.12. Any studies or other information pertaining to bicycle usage, rentals, and/or parking in downtown Nantucket
2. Attend a kick-off meeting to review the scope and schedule, identify critical milestones, establish lines of communication, and discuss the general process.
3. Based on local standards for set-backs, height, and other restrictions, and a preliminary design target of ~300 vehicles, execute an initial feasibility study for the project site, focusing on maximizing capacity on-site with the most efficient, traditional facility design allowable within identified limitations. The deliverable from this initial study will be a conceptual construction budget based on a square foot basis for major cost divisions (i.e. earthwork, foundations, structure, elevators, plumbing, electrical, architectural treatment, etc.) and schematic design drawings showing grade, typical and roof level layouts which denote vehicular ingress and egress; ramping methods, slopes and locations; internal traffic flow; parking geometry; and proposed stair/elevator locations.
4. Meet with Town officials to discuss the base design and iteration concepts.
5. Working with the Town, DESMAN will revise this base design to incorporate the following elements:
  - 5.1. A grade-level bus plaza for shuttles;
  - 5.2. A grade-level taxi stand;
  - 5.3. A grade-level area for passenger pick-up and drop-off;
  - 5.4. A grade-level retail space for bicycle rental operations;
  - 5.5. A lobby for individuals transitioning from one mode of transportation to another (this lobby will include an area for ticket sales and/or an information booth);
  - 5.6. Area(s) for secure bicycle storage;
  - 5.7. Designated pedestrian passage ways between grade-level areas and vertical circulation;
  - 5.8. Other options as requested by the Town.
  - 5.9. For each of these design revisions, DESMAN will produce an estimate of additional cost and capacity loss.
6. Meet with the Town to review design iterations and receive feedback regarding re-use adaptations.
7. Based on the prior conversation, revise the base design to accommodate those elements explored under scope item 5.0 and test additional design revisions which may include:
  - 7.1. Revised flooring designs which support future re-use as an alternative land use;
  - 7.2. Revised ramping designs which support future re-use as an alternative land use;
  - 7.3. Revised structural designs which support future re-use as an alternative land use;
  - 7.4. Revised floor/roof layouts which support alternative uses in the near future

8. (Add/Alternate) Develop a parking demand model for the Harbor Place redevelopment factoring in impacts from existing area demand (as documented in prior studies) and future development across the project site.
  - 8.1. Prepare a narrative review of each type of user anticipated to use the facility and quantify need by user type, length of stay, etc.
  - 8.2. Based on this review, project resulting peak parking demand for the proposed facility and evaluate relative to the most recent design iteration.
9. Based on the preceding work, reduce the number of options to not more than two (2) potential designs. Prepare an estimate of cost for each option.
10. Prepare an overview of potential public/private ownership and operating models for the proposed facilities, including operational format.
  - 10.1. Meet with Town officials to discuss the various options and select one that mutually agreeable to all parties.
11. Based on the selected ownership and operating models, develop an operating budget and estimated debt service obligation for each design option, based on financing assumptions provided by the Town.
12. Develop a revenue model based on demand projections for the facility and adjust it, as appropriate, to reflect the available capacity in each one of the design options.
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20. Based on feedback, prepare and issue a final report for the Town's use and distribution.

## 2017 CORPORATE HOURLY RATES

The current rates listed herein are subject to adjustment in accordance with the normal salary review practices of DESMAN Associates. Our current hourly rates for 2017 are as listed below:

<b>EMPLOYEE CLASSIFICATION</b>	<b>HOURLY RATE</b>
Principal	\$260.00
Associate/Project Manager	\$190.00
Senior Engineer/Planner/Architect	\$175.00
Engineer/Planner/Architect	\$155.00
Designer	\$145.00
Draftsperson/CADD Operator	\$120.00
Technician	\$115.00
Data Collector	\$95.00
Clerical	\$90.00
Attendance at Hearings/After-Hour Presentations	\$400.00
Expert Witness Testimony (including Depositions)	\$450.00
Litigation-Related Consulting (including preparation to testify)	\$350.00

**Note:** Rates effective through December 31, 2017.

**AGREEMENT EXHIBIT B**

**PAYMENTS**

1. **Lump Sum Method**

- a. **Maximum Project Amount:** \$74,500.00
  
- 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.
  
- c. **Reimbursable Expenses (if any):** None.

**TAX COMPLIANCE CERTIFICATION  
EXHIBIT C**

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all state tax returns and paid all state taxes required under law (if any, are so required).

By:



STEPHEN J. PEBOZA

Name, President

2/21/18

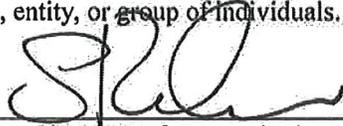
Date

11-2709775

FEIN:

**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.

A handwritten signature in black ink, appearing to be 'S. J. ...', written over a horizontal line.

Signature of person signing contract

DESMAN, INC

Name of Business