

ATTACHMENT A -
TEAM PROJECT BUDGET BY TASK
Estimated Level of Effort

Task	Description	Principal	Team Leader	Senior Project Manager	Senior Designer	TOTAL HOURS	TOTAL LABOR DOLLARS (BARE)	TOTAL INDIRECT COSTS (OH)	TOTAL LABOR & INDIRECT DOLLARS	OTHER DIRECT COSTS	FIXED FEE (PROFIT)	TOTAL DOLLARS
		\$/hour	\$/hour	\$/hour	\$/hour							
	Field	\$0.00	\$0.00	\$0.00	\$0.00			0.00%			0%	
	Office	\$120.19	\$69.71	\$60.10	\$44.23			127.00%			15%	
	Rate with Multiplier + Profit	\$314	\$182	\$157	\$115							
Task 1 Pre-Design		10	28	43		81	5,738	7,287	13,025	-	1,954	14,979
Task 2 Schematic Design		24	153	262	420	859	47,873	60,799	108,672	-	16,301	124,972
Total: Tasks 1 through 2		34	181	305	420	940	53,611	68,086	121,697	-	18,255	139,952
GRAND TOTAL		34	181	305	420	940	\$53,611	\$68,086	\$121,697	\$0	\$18,255	\$139,952
Add Alt A: Benefit Cost Analysis		1	2	2		5	380	482	862	-	129	991
Add Alt B: O&M Req's and Estimates		1	2	3		6	440	559	999	-	150	1,148

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SCAPE LANDSCAPE ARCHITECTURE DPC

277 BROADWAY NINTH FLOOR NEW YORK NY 10007

T 212 462 2628 SCAPESTUDIO.COM

PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES

Francis Street Beach Community Engagement

March 6, 2024

PROJECT UNDERSTANDING

It is our understanding that the Town of Nantucket and the Nantucket Islands Land Bank, jointly referred to as the 'Client', are interested in retaining the SCAPE Team for community engagement services for the Francis Street Beach Project. These efforts will build upon the Concept Design and Visioning efforts developed previously under the Washington Street Resilience Framework Plan contract with the Land Bank.

The following document outlines our proposed scope, deliverables, and fee, for community engagement services for SCAPE and our proposed sub-consultants.

For the purposes of this proposal, we have identified **the Francis Street Beach Project Area**, which will move into Schematic design and to future phases when appropriate. These areas are identified on *Exhibit A* and listed below:

- Approximately 1.7 acres, inclusive of 4 waterfront parcels, 10 upland parcels, and the connecting portions of Washington Street, Francis Street, and Meader Street. Parcels include:
 - Nantucket Land Bank: 1 Meader Street, 70, 71, 72, 73, 74, and 76 Washington Street. (Inclusive of Francis Street Beach Area and stormwater wetland areas)
 - Town: 81 and 83 Washington Street (stormwater parking lot improvements)

SUMMARY OF THE PROJECT SCHEDULE

SCAPE assumes that the public engagement efforts outlined herein will run parallel with and inform the 26-week continuous design schedule for the Pre-Design and Schematic Design base services (proposal provided separately).

Additional time outside the phases described above for Client or agency review, public engagement, or other tasks/factors is not currently included in this scope and may be considered grounds for additional services.

PROJECT TEAM

We understand that the **project team** will consist of the **SCAPE Team** and the **Client Team**.

Project Team:

1. SCAPE Team:
 - a. SCAPE (Prime)
 - b. SCAPE's sub-consultants
2. Client Team:
 - a. Land Bank and Town of Nantucket (Client)
 - b. Land Bank and Town's sub-consultants

SERVICES PROVIDED BY SCAPE AND OUR SUB-CONSULTANTS:

SCAPE is the Prime consultant and will be responsible for the overall community engagement strategy. We will rely on our sub-consultants, contracted directly to us, to provide their expertise in the following areas to community conversations:

- **Hazen and Sawyer (Hazen)**
 - Site civil engineering, including grading and drainage, but excluding geotechnical and foundation design.
 - Cost estimating, inclusive of all site work except structures and foundations.
 - Mechanical, Electrical, and Plumbing (MEP), for site lighting.
 - Stormwater outfalls

- **Woods Hole Group (WHG)**
 - Resilient design, including setting high tide and coastal storm (surge and waves) targets for design.
 - Review of stormwater and drainage design.

We have solicited proposals from these sub-consultants and have included the scope and fees for their support in this proposal.

SERVICES PROVIDED BY SCAPE AND OUR SUB-CONSULTANTS:

TASK C: COMMUNITY ENGAGEMENT

Sub-Task C1. Stakeholder Engagement Planning Session. We will facilitate one meeting with the Client and the consultant team to support the development of a stakeholder engagement strategy. This session will outline the intention of outreach and the key questions/ prompts for community input into the process. At this time, we will confirm the schedule and key touchpoints for the engagement process.

Sub-Task C2. Two Stakeholder Focus Groups. SCAPE will facilitate two (2) stakeholder group discussions, with groups to be determined by the client. We assume these meetings will be virtual or will occur at the same time as project travel for another task.

Sub-Task C3. Community Workshops. SCAPE will facilitate two community workshops to solicit feedback on community priorities and preferences for incorporation into Schematic Design. SCAPE will develop materials so that the information is accessible and engaging to a diverse public. We will work with the Client team to ensure that these workshops are publicized to local environmental justice constituencies. Spoken or written translations will be by others.

Sub-Task C4. Meeting in a Box. At the conclusion of the project, SCAPE will provide a presentation and digital files for materials to be used by the client in subsequent engagement sessions, led by others.

Deliverables:

- Presentation materials for stakeholder meetings
- Presentation materials and/or up to 10 printed presentation boards for use at the community workshops.
- Packaged presentation and digital files at the project conclusion

Meetings:

- One stakeholder engagement planning session with the client group
- Two stakeholder focus group meetings (virtual or concurrent with other project travel)
- Two community meetings (one in-person, one virtual)

Travel Summary:

- One (1) 2-night trip including two (2) SCAPE team members and one (1) Hazen team member.

FEES FOR PROFESSIONAL SERVICES

TASK	Duration	SCAPE	Hazen	WHG	Totals
Task C Community Engagement	26 wks	\$33,310	\$3,210	\$4,809	\$41,329 Fixed Fee
Reimbursable Expenses		\$7,000	\$788	\$0	\$7,788
Task C TOTAL		\$40,310	\$3,998	\$4,809	\$49,117

Subconsultant fees are inclusive of SCAPE's 5% markup for the management and coordination of their services.

This Proposal is Valid for 30 days from the date of issue by SCAPE / Landscape Architecture DPC. The proposal terms and fees are for a continuous project

schedule. Should the project go on hold or stop for a period of time other than mentioned above, a mobilization fee will be requested from the Client team.

PAYMENT TERMS:

Fixed Fee: Fixed fee phases shall be invoiced monthly based on the percentage of work completed within the billing period.

Reimbursable Expenses (estimate): Project expenses may include in-house printing costs for presentation materials and model supplies and travel costs for site and potential nursery visits. SCAPE shall not be responsible for multiple printing & distribution of multiple sets of presentation materials and reports. All large-scale printing such as drawing sets shall be done by others. Additional renderings and physical models shall incur additional fees. SCAPE will add a 10% mark-up on all reimbursable project expenses.

Remobilization Fee: If the project goes on hold for an extended period (greater than 2-months), SCAPE reserves the right to submit a revised fee to reflect costs associated with the remobilization of the project team.

HOURLY BILLING RATES

Services outlined under the Scope of Services are calculated using our hourly billing rates. Current rates are as follows:

Principal	\$314/Hour
Team Leader	\$182/Hour
Senior Project Manager	\$157/Hour
Senior Designer	\$115/Hour

Rates are valid for the current calendar year and may be increased subsequently without written notice. Additional Services shall be computed with the hourly billing rate at the time of the additional service.

SIGNATURE PAGE

SCAPE requires a signed proposal, a Notice-to-Proceed and initial payment deposit to start work. Upon acceptance of this proposal, SCAPE will prepare a standard agreement for acceptance, which the parties shall review and may revise.

Landscape Architect

SCAPE / LANDSCAPE ARCHITECTURE DPC



By: Alexis Landes
Title: Managing Principal
Date: 3/6/2024

Client

Nantucket Islands Land Bank

By: _____
Title: _____
Date: _____

Town of Nantucket

By: _____
Title: _____
Date: _____

SCAPE LANDSCAPE ARCHITECTURE DPC

277 BROADWAY NINTH FLOOR NEW YORK NY 10007

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PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES

Francis Street Beach Landscape Pre-Design and Schematic Design

March 6, 2024

Jesse Bell, Executive Director, Nantucket Islands Land Bank

Libby Gibson, Town Manager, Town of Nantucket

Dear Jesse and Libby:

We look forward to the opportunity to continue our work together on the Washington Street Corridor through the development of the Francis Street Beach pilot project. As discussed, we have prepared a proposal for landscape architectural services through Schematic Design.

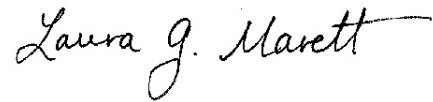
We value our collaboration with the Land Bank and Town immensely and look forward to working in partnership to build public recreation opportunities, universal access, and resilience for downtown Nantucket and beyond. We have prepared a proposal for you based on our current understanding of your scope of work.

Please let us know if you have time to discuss our scope outline herein.

Our best,



Pippa Brashear
Resilience Principal



Laura G. Marett
Director of Landscape Planning

PROJECT UNDERSTANDING

It is our understanding that the Town of Nantucket and the Nantucket Islands Land Bank, jointly referred to as the 'Client', are interested in retaining the SCAPE Team for complete landscape design services for Pre-Design and Schematic Design for the Francis Street Beach Project, which will build upon the Concept Design and Visioning efforts developed previously under the Washington Street Resilience Framework Plan contract with the Land Bank.

The following document outlines our proposed scope, deliverables, and fee, broken out by design phase, for Pre-Design and Schematic Design base services for SCAPE and our proposed sub-consultants.

For the purposes of this proposal, we have identified **the Francis Street Beach Project Area**, which will move into Schematic design and to future phases when appropriate. These areas are identified on *Exhibit A* and listed below:

- Approximately 1.7 acres, inclusive of 4 waterfront parcels, 10 upland parcels, and the connecting portions of Washington Street, Francis Street, and Meader Street. Parcels include:
 - Nantucket Land Bank: 1 Meader Street, 70, 71, 72, 73, 74, and 76 Washington Street. (Inclusive of Francis Street Beach Area and stormwater wetland areas)
 - Town: 81 and 83 Washington Street (stormwater parking lot improvements)

SUMMARY OF PROJECT PHASES AND SCHEDULE

SCAPE assumes a 26-week continuous design schedule for the Pre-Design and Schematic Design base services. The following proposal is established based on this proposed schedule:

Base Services:

- **Task 1** – Pre-Design – 10 weeks
- **Task 2** – Schematic Design – 16 weeks

Add Alternates:

- **Add Alternate A:** Benefit-Cost Analysis
- **Add Alternate B:** Operation and Maintenance Requirements and Estimates

Note that a scope of work for Community Engagement concurrent with the tasks outlined above was submitted to the client on 1/30/2024 under separate cover.

Additional time outside the phases described above for Client or agency review, public engagement, or other tasks/factors is not currently included in this scope and may be considered grounds for additional services.

PROJECT TEAM

We understand that the **project team** will consist of the **SCAPE Team** and the **Client Team**.

Project Team:

1. **SCAPE Team:**
 - a. SCAPE (Prime)
 - b. SCAPE's sub-consultants
2. **Client Team**
 - a. Nantucket Islands Land Bank and the Town of Nantucket (Client)
 - b. Nantucket Islands Land Bank and the Town of Nantucket's sub-consultants

SERVICES PROVIDED BY SCAPE AND OUR SUB-CONSULTANTS:

SCAPE is the Prime consultant and will be responsible for the overall project design / spatial planning and landscape architectural design including hardscape, planting, and site amenities. We will rely on our sub-consultants, contracted directly to us, for the following services:

- **Hazen and Sawyer (Hazen)**
 - Site civil engineering, including grading and drainage, but excluding geotechnical and foundation design.
 - Cost estimating, inclusive of all site work except structures and foundations. H&S will compile and prepare a combined engineer's opinion of probable cost.
 - Mechanical, Electrical, and Plumbing (MEP), for site lighting.
 - Stormwater outfalls
- **Woods Hole Group (WHG)**
 - Resilient design, including setting high tide and coastal storm (surge and waves) targets for design.
 - Review of stormwater and drainage design.
- **Industrial Economics (IEc)**
 - Benefit-Cost Analysis

We have solicited proposals from these sub-consultants and have included the scope and fees for their support in this proposal.

SERVICES PROVIDED BY THE CLIENT OR THEIR SUB-CONSULTANTS:

We understand that the following services will be procured directly through the Client, but that the contracted consultant(s) will work in coordination with the SCAPE Team to deliver support services to the design:

- Site investigations and survey.
- Wetland delineation.
- Any subsurface investigations (e.g. geotechnical borings) or assessment of existing structures required to support structural design.
- Coastal/ Waterfront Engineering.
- Marine structural engineering.
- Structural engineering of all boardwalks and elevated structures.
- Engineering or design of flood protection measures.
- Geotechnical engineering and foundation design for all structures.

- Cost estimating for scopes provided by the Client or their sub-consultants.
- ADA compliance review.
- Environmental scopes (engineering, review, and permitting).
- Permitting/permit review.

INFORMATION REQUIRED

SCAPE understands that the Client will provide the following information prior to the commencement of Phase 2: Schematic Design:

- A comprehensive site survey that contains metes and bounds, contoured topography that includes critical tidal datums, existing easements and setbacks, spot elevations, wetland delineation and any related regulatory setbacks or zones, utilities, roadways, curbs, vegetation (trees), and other existing site features (buildings). This survey will be provided in PDF and CAD format and must be stamped.
- Investigation of existing utilities including stormwater outfalls.
- Geotechnical investigations (borings) to inform the structural design.
- Test Pits/ shallow surface soil grabs to inform stormwater design.

PROJECT DOCUMENTATION

The SCAPE Team will prepare appropriate documents for all phases of work of the project as defined in the detailed scope of work. All submissions will be issued electronically in digital PDF format unless otherwise noted. All project technical drawings will be developed in AutoCAD. During Phase 2: Schematic Design, SCAPE will set the project drawing and specification standards, including drawing formats, title block, and specification format to be used through the completion of later phases of work.

SCOPE OF SERVICES

TASK 1 – PRE-DESIGN (10 WEEKS)

The Pre-Design phase will include site analysis refinement, pre-permitting coordination, and a Basis of Design memo.

Subtask 1.1. Site Analysis Refinement and Basis of Design Memo. The SCAPE Team will conduct a site visit with the Client team to review and discuss the previously developed Concept design alongside existing site features. We will review all findings from site investigations by the Client Team occurring during this phase of work. We will develop a draft Basis of Design memo, summarizing the design goals and key assumptions, site constraints, design criteria, and any codes or standards that the design will adhere to. The memo will include revised site analysis maps and diagrams with any new findings from Phase 1 to inform the team's Schematic Design efforts.

Subtask 1.2. Pre-Permitting Agency Coordination. The SCAPE team will support the Client in up to seven (7) pre-application discussions of the project with regulators, which may include but are not limited to:

- Conservation Commission (ConCom)
- Massachusetts Department of Environmental Protection (MA DEP)
- US Army Corps of Engineers (USACE)
- Massachusetts Environmental Policy Act (MEPA)
- Chapter 91
- Nantucket Historic District Commission (HDC)
- National Marine Fisheries Service (NMFS)

Subtask 1.3. Stormwater and Coastal Erosion Performance Modeling. Woods Hole Group will determine the need for modeling during the Pre-Design phase. Based on the extent, if any, of modeling required, we will prepare an additional service request to develop this scope of work during Schematic Design.

Subtask 1.4. Stormwater Pre-Design. Hazen and Sawyer will conduct up to one (1) day of test pits observation to evaluate subsurface soil and groundwater conditions to be used for the stormwater design (backhoe and operator by others). We will review groundwater and tidal conditions with Woods Hole Group to inform stormwater design.

Subtask 1.5. Updated Order of Magnitude Costing. Hazen and Sawyer will update the Order of Magnitude Cost Opinion for the Francis Street Beach Pilot Project based on the current project understanding. A prior version was prepared by Fuss & O'Neill, dated December 9, 2022. Hazen will include a cost range commensurate with the level of detail in the design. They will also document an assumed annual escalation rate to allow the Town to project future estimated costs (with a shared understanding of the uncertainty associated with such projections).

Subtask 1.6. Monthly Project Meetings. SCAPE will facilitate monthly project meetings with the Client to align project goals and funding strategy.

Throughout this phase, SCAPE will work with the Client to understand preliminary permitting milestones, durations, and fees. During this time, SCAPE will also work with the Client team to develop a preliminary project schedule that is inclusive of permitting needs and the construction observation phase.

Deliverables:

- Draft Basis of Design Memo:
 - Approximately 15 pages (8.5" x 11")
 - Design goals and key assumptions
 - Site constraints and design criteria
 - Codes or standards that the design will adhere to
 - Up to five (5) revised site analysis maps and diagrams
- Preliminary Project Schedule (inclusive of permitting & construction)
- Presentation material, agendas, notes, and action items for meetings.
- One (1) update to the existing Order of Magnitude Cost Opinion

Meetings:

- One (1) Site Visit
- Bi-weekly Client team coordination meetings; alternating between monthly Washington Street working group meetings and project management/coordination meetings with key client team staff.
- Up to seven (7) pre-application meetings with regulators

Travel Summary:

- One (1) 2-night trip including two (2) SCAPE team members; one (1) Hazen team member

TASK 2 - SCHEMATIC DESIGN (SD) / 30% DESIGN – (16 WEEKS)

SCAPE previously worked with the Nantucket Islands Land Bank to develop a Concept Design direction that has been accepted. SCAPE proposes that during the Schematic Design phase, the design be verified and developed alongside findings and recommendations from the Task 1 – Pre-Design phase.

Sub-task 2.1. Sketch Design Alternatives. SCAPE will build upon the previously accepted Concept Design to produce up to two (2) sketch design alternatives for Francis Street Beach that are grounded in the existing conditions and variables of the site. These alternatives may reflect distinct approaches to character, form, and/or program and use. SCAPE will subsequently work iteratively using 3D model tools, hand sketches, and diagrams to convey these two options for the site. The Client, with input from the community process (if desired) outlined in Add Alternate A, will select the preferred option to be developed in Sub-task 2.2.

Sub-task 2.2. Schematic Design Documents. The SCAPE team will further develop the preferred option identified in Sub-task 2.1, advancing the spatial relationships, programming, site systems, resiliency and water strategies, and material studies. This design will incorporate the findings and recommendations resulting from the site investigation and assumptions identified in the draft Basis of Design Memo. The design will be explored through spatial relationships through measured drawings (plans, sections, and elevations), site systems strategies, resiliency strategies, material studies, lighting concepts, sketch perspectives, and potentially model studies (physical and/or digital) as necessary in the Schematic Design phase. We will coordinate with the Client team on the design of all structures and flood protection mechanisms, such as raised berm with structural core, however, the SCAPE team will not be responsible for producing drawings or designs related to the engineering of any structures or flood protection mechanisms. If necessary, we can include drawings that are provided to us by the Client's consultants for the Schematic Design set. At the end of this phase, there will be an SD-level

landscape design and associated documentation that communicates design intent and establishes critical parameters such as site organization.

Sub-task 2.3. Revised Estimate of Probable Cost. Hazen and Sawyer will prepare an estimate of probable cost for the 100% SD package. The costing of structural elements will be provided by others and incorporated into the cost estimate. The updated cost estimate will include a cost range commensurate with the level of detail. Hazen and Sawyer will also estimate the annual rate of cost escalation and document this rate in the cost estimate provided.

Sub-task 2.4. State and Federal Funding Sources Memo. SCAPE, with input from WHG and Hazen, will prepare a memo identifying potential state and federal funding sources and opportunities for the project. This memo will identify the key criteria and requirements for each grant or funding source and will recommend the most promising sources to fund the next phases of the Washington Street / Francis Street Beach project.

Sub-task 2.5. Revised Basis of Design Memo. SCAPE will revise the Basis of Design Memo with any additional findings from the Schematic Design Phase.

Deliverables:

- Revised Basis of Design Memo
- Precedent imagery
- Preliminary landscape materials, planting, and lighting concepts in the form of images.
- One (1) illustrative site plan
- New or revised illustrative sections, diagrams, or elevations to communicate intent
- Up to one (1) new and two (2) revised perspective images, intended to convey design character, potential viewshed impacts, and the contrast between the proposed project and the “do-nothing” scenario.
- Hand, CAD, or PDF sketches to coordinate technical requirements with other consultants as needed
- Presentation material, agendas, notes, and action items for meetings listed below.

Technical Documentation Deliverables:

- One (1) Schematic Design drawing set (inclusive of schematic landscape, materials, grading, and planting plans)
- One (1) set of narrative specifications.
- 100% Schematic Design Opinion of Probable cost
- Issuances: We will issue one (1) drawing and specification set with a corresponding cost estimate at the completion of the phase.

Meetings:

- Schematic Design Kick-Off Meeting
- Bi-weekly Client team coordination meetings
- Up to three (3) design presentations

Travel Summary:

- No travel assumed in this phase of work

At the conclusion of this phase, the Landscape Architect shall be notified in writing by the Client that the design direction is accepted. If there is a Client review period after the Schematic Design Phase, SCAPE assumes we will be pencils-down during that time.

SCAPE recommends that the Client confirms landscape budget targets at the end of the Schematic Design Phase.

It is understood that during Task 2: Schematic Design we will work with the Land Bank and Town to develop the scope and fee for future phases of design and construction administration services.

ADD ALTERNATE A: BENEFIT-COST ANALYSIS

Add Alternate Sub-Task A1: BCA – Coastal Engineering Advisory. WHG will conduct an internal review of previous coastal modeling and will provide their best professional judgment to inform the BCA development by IEC in Sub Tasks A3 and A4.

Add Alternate Sub-Task A2: BCA - Coastal Modeling. If deemed necessary by the client and project team, WHG will re-run performance modeling for the

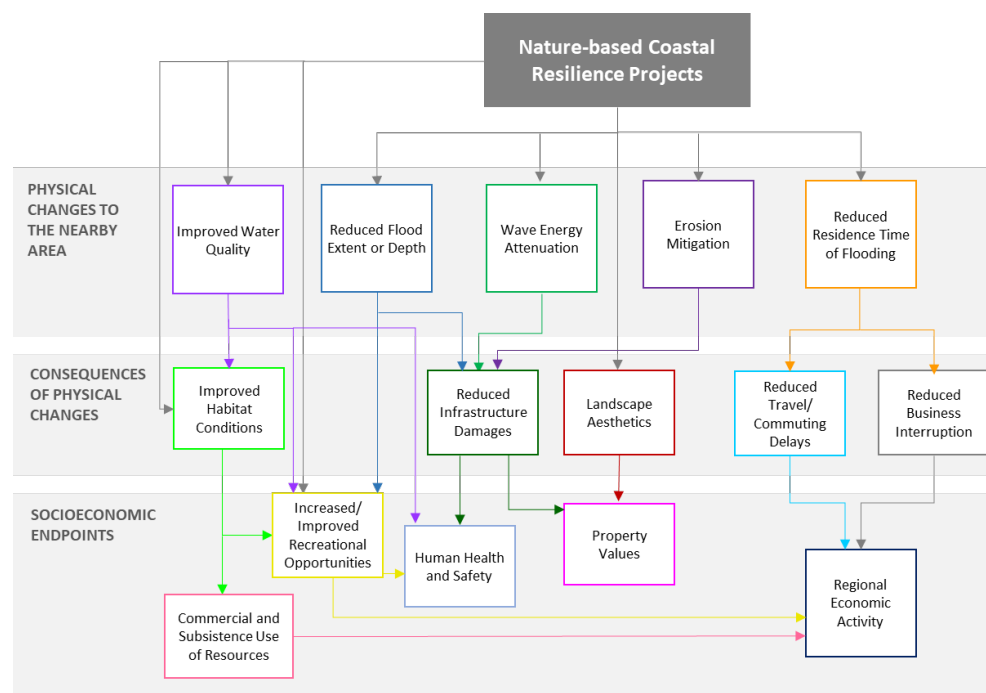
pilot project alone to inform the BCA development by IEC in Sub Tasks A3 and A4.

Add Alternate Sub-Task A3: FEMA BCA Tool and traffic assessment. IEC proposes to complete the task in two components. In Sub-Task A3, IEC will complete and deliver a documented application of the FEMA Benefit-Cost Calculator (Version 6.0.0) for the project. To parameterize the FEMA tool, IEC will work closely with SCAPE, WHG, and the Client to ensure clear understanding of the scope and expected impact of the pilot phase of the Washington Street project, including the full proposed costs (construction and annual operating costs, as well as useful life estimates) for the pilot project. IEC will also access relevant data on assessed structure and land value and other relevant context to support the inputs used in the FEMA tool. The application will make full use of FEMA's 2022 guidance on ecosystem service values for nature-based solutions, as enabled through the standard assumptions and largely acreage-based ecosystem service values embedded in their BCA tool. In addition, IEC will develop a first estimate of the anticipated impacts of the project on reduced traffic disruption, using local road traffic data and hazard mitigation benefits consistent with the WHG flood risk modeling and IEC's recent paper on sunny-day flooding impacts on traffic. The paper includes a method for estimating sunny-day/high tide flooding traffic disruption by road segment, and for monetizing the disruption to passenger and freight/commercial traffic for use in a BCA framework. The main deliverable from Phase 1 will be a completed FEMA Benefit-Cost Calculator application (in Excel format), and a short accompanying memorandum outlining the input assumptions, data sources, and findings.

Add Alternate Sub-Task A4: Expanded Qualitative Benefits assessment. In Sub-Task A4, IEC will see to expand the characterization of the benefits of the pilot project for economic benefit streams not reflected in the FEMA BCA toolkit, including potentially unquantifiable components. For example, IEC's standard due diligence also includes a review of the official MA inventory of cultural resources (the MACRIS database), and official Commonwealth designations of EJ populations, which is further enriched by IEC's familiarity

with these designations and key interested stakeholder groups through the agency and public stakeholder consultations for the 2022 Climate Assessment and the current ResilientCoasts Plan. IEc will also examine recreation benefits, based in part on data and benefit estimation methods established in Ms. Sheahan's recent work on climate change and recreation patterns. Finally, IEc will consider available qualitative information on pathways of regional economic impacts of the project (which might include discussion of the possibility of a higher-than-standard traffic disruption valuation consistent with the criticality of Washington Street for commercial and ferry traffic), as well as other possible pathways of benefits consistent with Figure 1 below. This task will not include any new regional economic modeling (that is, it will not be possible to estimate regional economic impacts using tools such as IMPLAN), but more quantitative estimation of broader benefits could be considered in future work if additional resources are available.

Figure 1. Conceptual Diagram of Benefits Flows for Nature-based Coastal Resilience Investments



Deliverables:

- Documented application of the FEMA Benefit-Cost Calculator for the project
- Documentation of the benefits of the pilot project for economic benefit streams not reflected in the FEMA BCA Toolkit

Meetings:

- One (1) Client meeting to present the BCA findings

Travel Summary:

- No travel during this Task

ADD ALTERNATE B: OPERATION AND MAINTENANCE REQUIREMENTS AND ESTIMATES

Hazen, SCAPE, and WHG will meet (virtually, assuming a 1-hour workshop) with the Nantucket Islands Land Bank and Town of Nantucket maintenance staff to discuss required maintenance activities and identify staff rates and town equipment or maintenance contractors that would be used. Hazen and Sawyer will then prepare a technical memorandum and estimate documenting the expected frequency and cost of operation and maintenance (O&M) activities associated with the proposed project.

Deliverables:

- One (1) technical memorandum and estimate documenting the frequency and cost of operation and maintenance (O&M) activities associated with the proposed project.

Meetings:

- One (1) virtual meeting with the Nantucket Islands Land Bank and Town of Nantucket maintenance staff

Travel Summary:

- No travel in this Task

FEES FOR PROFESSIONAL SERVICES
BASE SERVICES

TASK	Duration	SCAPE	Hazen	WHG	Subtotals
Task 1 Pre-Design	10 wks	\$14,980	\$71,033	\$20,189	\$106,202 T/M + NTE
Task 2 Schematic Design	16 wks	\$124,972	\$104,375	\$13,435	\$242,782 Fixed Fee
TOTALS		\$139,952	\$175,408	\$33,624	\$348,984

	SCAPE	Hazen	WHG
Reimbursable Expenses	\$5,000	\$1,575	\$0

ADD ALTERNATE A: BENEFIT-COST ANALYSIS

TASK	Duration	SCAPE	IEc	WHG	TOTAL
ADD ALT A: Benefit-Cost Analysis	5 wks	\$991	\$13,325	\$11,907	\$26,223 Fixed Fee

ADD ALTERNATE B: OPERATION AND MAINTENANCE REQUIREMENTS AND ESTIMATES

TASK	Duration	SCAPE	Hazen	WHG	TOTAL
ADD ALT B: O&M Req's and Estimates	3 wks	\$1,148	\$10,300	\$2,016	\$13,464 Fixed Fee

Subconsultant fees are inclusive of **SCAPE's 5% markup** for management and coordination of their services.

This Proposal is Valid for 30 days from the date of issue by SCAPE / Landscape Architecture DPC. The proposal terms and fees are for a continuous project schedule. Should the project go on hold or stop for a period of time other than mentioned above, a mobilization fee will be requested from the Client team.

PAYMENT TERMS:

Fixed Fee: Fixed fee phases shall be invoiced monthly based on the percentage of work completed within the billing period.

Time and Materials (T/M) with Not to Exceed (NTE): Time and Materials (T/M) phases shall be invoiced monthly according to current SCAPE scheduled rates effective on the date of this proposal. Please see the hourly rates table below. Not to Exceed (NTE) amounts will not be increased without the Client's written approval.

Reimbursable Expenses (estimate): Project expenses may include in-house printing costs for presentation materials and model supplies and travel costs for site and potential nursery visits. SCAPE shall not be responsible for multiple printing & distribution of multiple sets of presentation materials and reports. All large-scale printing such as drawing sets shall be done by others. Additional renderings and physical models shall incur additional fees. SCAPE will add a 10% mark-up on all reimbursable project expenses.

Remobilization Fee: If the project goes on hold for an extended period (greater than 2-months), SCAPE reserves the right to submit a revised fee to reflect costs associated with the remobilization of the project team.

HOURLY BILLING RATES

Services outlined under the Scope of Services are calculated using our hourly billing rates. Current rates are as follows:

Principal	\$314/Hour
Team Leader	\$182/Hour
Senior Project Manager	\$157/Hour
Senior Designer	\$115/Hour

Rates are valid for the current calendar year and may be increased subsequently without written notice. Additional Services shall be computed with the hourly billing rate at the time of the additional service.

SCOPE ASSUMPTIONS:

1. We expect that SCAPE will be given full and proper credit for landscape architecture and site design.
2. We assume our services will extend through the construction observation & installation phase should the project advance into the next phases of documentation.
3. SCAPE assumes our work will be developed in parallel with all other consultants' design efforts and we will be working under a coordinated design effort to ensure a smooth design process. To this end, we assume that scopes and schedules will be coordinated and aligned with consultants contracted directly to the client prior to the commencement of schematic design.
4. SCAPE's services under this agreement will be within the landscape limit of work boundaries identified on the drawings.
5. SCAPE will contract for services with the Client. We will rely on the Client for management and administration of our services; coordination of design review and approvals; definition of the project schedule; administration of the planning entitlement, plan check, permitting, bid, and construction processes; and establishment of procedures for the general coordination of various disciplines within the team. SCAPE will be responsible for coordinating its own work within the consultant team. We will electronically transmit all submittals to the Client who will be responsible for printing and distribution of all submittals.
6. SCAPE will provide the Client with the Schematic Design drawing set for submittals related to permitting/entitlement. Should the permitting requirements exceed our expectations of the Schematic Design deliverables, additional services may be required.
7. SCAPE will only be responsible for compiling and coordinating drawings submission for consultants contracted directly to us.
8. SCAPE assumes that there will be one (1) package for all landscape work for each submittal.

9. All files will be developed in AutoDesk AutoCAD, Microsoft Suite, and Adobe Suite, as appropriate. Deliverables will be submitted to the client in PDF format.
10. SCAPE assumes advancement to the next phase of work means the design submitted at the conclusion of the previous phase has been accepted by the Client.
11. The above tasks, phases, and schedule are assumed to be continuous. Breaks or work pauses longer than 2 months between phases may require a remobilization fee. Work, including project management and coordination, between phases, if required will be billed on a time and materials basis.
12. Extension of the project schedule—overall or within each phase-- beyond the durations described above due to factors beyond the design team's control will be considered for additional services.
13. Budget targets are a critical consideration when programming, designing, and detailing a site. SCAPE can work toward budget targets if they are provided to us, however SCAPE has no control over (a) the cost of labor, material, or equipment; (b) the means, methods, and procedures of the contractor's work; or (c) competitive bidding.
14. Hazen and Sawyer has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions, Consultant's opinions of probable total project costs and construction cost, if any, are made based solely upon the Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional familiar with the construction industry. Consultant cannot, and does not, guarantee or warrant that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Hazen and Sawyer. If prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, Client shall employ an independent cost estimator.

15. Significant design changes as referenced in the scope above would include any changes that require additional time or person-power to accommodate. This may include, but is not limited to: changes to buildings, curbs, roadways, or driveways; addition, removal, or rebalancing of landscape programs; changes to design geometries, materials, or general design aesthetic; late-phase or delayed input from stakeholders, agencies, community processes, or design assist partners; or absence/delay in budget expectations or any change the landscape budget of more than 10%.
16. We reserve the right to re-evaluate our base CO monthly rate based on added scope areas, increased design complexity, and/or schedule realities that were unknown at the time of this proposal.
17. SCAPE assumes the Client's contracted engineer(s) will have scope to support the landscape work as needed including, but not limited to:
Structural Engineering:
 - a. Review and redline all site elements (including bollards or vehicular barriers) detailed by SCAPE for structural aspects (footings, foundations, reinforcement) for incorporation by SCAPE into such detail drawings.
 - b. Review all structures and walls over three (3) feet such as pergolas or trellises, docks, boardwalks, viewing platforms, and retaining walls, etc. Final structural drawings to be stamped by a licensed Professional Engineer.
 - c. Verify the live load and provide design criteria for loading on structure, if applicable.
 - d. Design and coordinate any connections to the structural slab for landscapes on structure, if applicable.
 - e. Analysis and engineering of on-structure fill systems above the structural slab to the underside of paving and planting sections developed by SCAPE and subsurface planter walls to separate on-structure planter soils from hardscape or paving systems, if applicable.

Marine/Coastal/Waterfront Engineering:

- a. Coordinate, design, and document bulkheads and other waterfront infrastructure.
- 18. SCAPE assumes the following services will be provided by others:
 - a. Temporary conditions
 - b. Architectural Foundation drainage.
 - c. Waterproofing.
 - d. Graphic design, wayfinding signage, and regulatory signage.
 - e. Mechanized gate operating systems, site security and vehicle control systems.
 - f. Discovery, work, precautions, and remediation related to hazardous environmental conditions or poor soils.
 - g. Artwork and related installation and support design services.
 - h. Accessibility consultation and review.
 - i. Code compliance and review.
 - j. All engineering services to support SCAPE's work, including geotechnical, coastal, marine, structural, etc.
 - k. Any environmental review and permitting related to engineering and environmental scopes outside of what is explicitly included in this scope.
- 19. SCAPE assumes we will have all the necessary information required to complete our documentation in a timely manner. Delays or schedule extensions due to delays in submissions from consultants not contracted directly to SCAPE, client review, agency review, or other factors outside of SCAPE's control will be grounds for additional services.
- 20. SCAPE assumes all feedback will be consolidated and communicated by the Client in a timely and efficient manner.

EXCLUSIONS:

- 1. SCAPE does not offer the following services:
 - a. LEED (or other sustainability program) administration. We will provide landscape exhibits or area take-offs to others for computation relative to sustainability metrics.

- b. Land Use or Zoning attorney services.
 - c. Labor and materials for design mock-ups.
 - d. BIM Models work in Revit
2. The following items are not included in this scope of services and may be presented to the client for consideration as an additional service if required by the project:
- a. Extension of the project schedule beyond the parameters mentioned above.
 - b. Additional meetings, site visits, or travel beyond the parameters listed above.
 - c. Renderings by an outside or professional rendering company.
 - d. Additional in-house renderings will be charged as \$5,000 per presentation rendering. Rates are valid for the current calendar year and may be increased subsequently without written notice.
 - e. Technical mock-up drawings beyond those included in the base drawing set.
 - f. Re-formatting, re-scaling, or tailoring drawings for any submission, including permitting or agency sets.
 - g. Phasing
 - h. Separating the landscape package into more than one (1) drawing or specification package
 - i. Efforts relating to or resulting from value engineering (VE) after the 100% CD submission.
 - j. Review processes by Agencies or other entities not identified in the scope above.
 - k. Public Engagement
 - l. Maintenance Manuals and Maintenance Plans.
 - m. Presentation models.
 - n. Off-site improvements or remediation.
 - o. Review of requests for substitutions after execution of the contract for construction.
 - p. Record drawings or as-builts.

- q. Large tree relocation and/or advance plant procurement procedures.
- r. Preparation of change orders during construction reflecting changes to design or budget not attributable to SCAPE's errors or omissions.

SIGNATURE PAGE

SCAPE requires a signed proposal, a Notice-to-Proceed and initial payment deposit to start work. Upon acceptance of this proposal, SCAPE will prepare a standard agreement for acceptance, which the parties shall review and may revise.

Landscape Architect

SCAPE / LANDSCAPE ARCHITECTURE DPC



By: Alexis Landes
Title: Managing Principal
Date: 3/6/2024

Client

Nantucket Islands Land Bank

By: _____
Title _____
Date: _____

Town of Nantucket

By: _____
Title _____
Date: _____

Tile description A joint project between the Town and the Nantucket Land Bank for Washington Street to increase the longevity of this transportation corridor and help mitigate current and future flooding.

Project Purpose

Washington Street provides essential transportation infrastructure along Nantucket Harbor, connecting Downtown Nantucket to the greater island. The Washington Street corridor experiences significant flooding during coastal storms, which disrupts this key transportation route and poses a threat to emergency access. As sea level rises, scientists predict an increased probability of flooding during storms and high tides (i.e. sunny day flooding). This Resilience Framework Plan is a long-range plan that proposes adaptations including dune restoration and coastal flood infrastructure to mitigate flooding impacts on Washington Street. ***These adaptations are conceptual and have not gone through the rigorous local, state, and federal permitting process. They are presented to help inform community discussions about potential long-term adaptations for Washington St. over the next several decades to mitigate damages and losses from flooding***

Overview

The Resilience Framework Plan for Washington Street creates an accessible waterfront park that not only provides access and recreation for people of all ages and abilities, but also embraces water and allows for the adaptation of coastal habitats over time. Coastal flood risk reduction and stormwater management are integrally linked in the design, with parcels waterside of Washington Street buffering rising tides and inland parcels managing stormwater to mitigate localized flooding.

A main feature of the park is an accessible multi-use path for pedestrians and cyclists that will provide a safe and scenic connection along Washington Street, stretching from Commercial Wharf to Francis Street Beach and beyond towards the Goose Pond Path at Consue Spring, with multiple overlooks and access points to the water's edge. The path integrates a flood protection feature, which is seamlessly embedded in a landscape of coastal dunes. Inland of Washington Street, stormwater parks and parking lots slow and treat stormwater while offering moments of respite along the corridor.

The Town is excited to partner with the Land Bank on this innovative and necessary long-range planning effort to protect a critical section of downtown infrastructure and improve recreational opportunities for people along the Washington Street corridor. The design is intended to build upon and work seamlessly with the strategies outlined in the *Nantucket Coastal Resilience Plan (2021)*. The Land Bank has been instrumental in working with SCAPE to bring the project up to where it is today, and we hope this partnership serves as a model for the future in demonstrating the power of collaboration in

tackling resiliency issues. It is equally an opportunity to show the community and the rest of the Commonwealth that Nantucket intends to be a leader in this arena

Project Area

The Washington Street corridor is a key transportation route along Nantucket Harbor for pedestrian, bicycle, transit, and freight connections, as it connects Downtown Nantucket to the greater island. This 0.25-mile-long stretch of Washington Street, extending from Commercial Street to the north to Francis Street to the south, is also an active waterfront in summer months. The beach along the corridor is a dynamic coastal environment with a diverse range of habitats including coastal dunes, beaches, and stormwater wetlands.

Project Goals

1. Absorb, buffer, embrace water
2. Cultivate the health and resilience of ecosystems
3. Create accessible waterfront experiences for people
4. Reduce risk to critical infrastructure
5. Develop feasible, adaptable, and implementable solutions

Framework Planning Phases

1. Phase 1 Francis St. Beach Pilot: The first phase will include a beachfront viewing deck at Francis Street Beach, as well as stormwater gardens and a stormwater parking area inland across the street from the beach.
2. Phase 2 will introduce an ADA accessible ramp connecting the Harbormaster deck to Washington Street and recreational beach access along the waterside parcels from 34-44 Washington. On the inland side, the plan envisions a series of stormwater gardens surrounding the existing town facilities and a renovated stormwater parking lot.
3. Phase 3 will expand the Harbormaster deck and waterfront access to the north. At Petrel Landing (15 and 17 Commercial Street), a new water's edge destination park will include gathering spaces, terraced seating, and a living shoreline.
4. Phase 4 assumes the need for collaboration with owners of parcels not currently controlled by the Nantucket Land Bank or the Town of Nantucket. This phase envisions a full build-out of the multi-use path, connecting Francis Street Beach to Petrel Landing.

Team

Town of Nantucket

Libby Gibson, Town Manager

Gregg Tivnan, Assistant Town Manager

Matt Fee, Select Board Member

Brooke Mohr, Select Board Member

Nat Lowell, Nantucket Planning and Economic Development Committee Member

Leah Hill, Coastal Resilience Coordinator

Vincent Murphy, Sustainability Programs Manager

Chuck Larson, Special Projects Manager

Land Bank

Kristina Jelleme, Land Bank Commissioner

Allen Reinhard, Land Bank Commissioner

Jesse Bell, Executive Director

Rachael Freeman, Director of Operational Resources

Video/Pictures to include

https://www.youtube.com/watch?v=PGh5dfI_8jA

Timeline (project phases-on right side)

Project Updates – on right side

Supporting documents- on right side

Executive summary- PDF



TOWN OF NANTUCKET
AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
AND
SCAPE LANDSCAPE ARCHITECTURE D.P.C.

Town of Nantucket Use Only

Contract No. _____

PO No. _____

Vendor No. _____

THIS AGREEMENT made effective **April 2, 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**"), the **NANTUCKET LAND BANK** with offices at 22 Broad Street (hereinafter called the "**LAND BANK**"), and **SCAPE LANDSCAPE ARCHITECTURE D.P.C.**, whose principal office address and state of incorporation are as set forth on **Exhibit A** (hereinafter called the "**CONTRACTOR**").

RECITALS:

WHEREAS, the TOWN and the LAND BANK desire 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,

WHEREAS, the TOWN and the LAND BANK each agree to pay **50%** of the total cost of this Agreement as set forth in the Memorandum of Understanding between the TOWN and the LAND BANK attached as **Exhibit F**.

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

ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR

- 1.1 The TOWN hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement to perform certain services for the TOWN, as described in Article 2.
- 1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the TOWN, on the one hand, and the CONTRACTOR, on the other, and the TOWN shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

ARTICLE 2 - SERVICES OF THE CONTRACTOR

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

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

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

ARTICLE 5 – TERMINATION

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

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 The CONTRACTOR agrees to indemnify and save the TOWN harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the TOWN for any and all costs, damages and expenses, including reasonable attorney's fees, which the TOWN pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the TOWN with respect to the CONTRACTOR, in connection with this Agreement, and shall survive termination or expiration of this Agreement.
- 6.2 Before commencing work the CONTRACTOR shall obtain and maintain at its expense and from insurance companies of a Best Rating of A or better, which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work or is otherwise identifying a third party to perform services for the Town, the CONTRACTOR shall assure that such subcontractor 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 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** (Contractor, Term, Completion), **Exhibit B** (Scope of Work), **Exhibit C** (Payments), **Exhibit D** (Tax Compliance Certificate), **Exhibit E** (Certificate of Non-Collusion), and **Exhibit F** (Memorandum of Understanding between the TOWN and the LAND BANK) and any additional exhibits referred to therein, constitute the entire agreement of TOWN and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by TOWN and CONTRACTOR. If there is any conflict among the terms set forth in the body of this Agreement and the terms or provisions set forth in **Exhibit A, Exhibit B, or Exhibit C**, or in any other attachment hereto, or in any other document or law incorporated by reference herein, such conflict shall be resolved by giving precedence to the party's address above by certified mail, return receipt requested Terms or provisions contained in the following documents in accordance with the following hierarchy, with the topmost document of the highest priority:
 - A. Applicable federal, state, and local laws, rules, and regulations.

- B. Amendments to this Agreement, if any.
- C. **Exhibits A, B, and C.**
- D. This Agreement.
- E. Any other attachments to this Agreement.

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

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

TOWN OF NANTUCKET • 16 BROAD STREET • NANTUCKET • MA • 02554

LONG FORM CONTRACT 5-17-2023

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

**CONTRACTOR: SCAPE
LANDSCAPE ARCHITECTURE
D.P.C.**

**TOWN OF NANTUCKET,
MASSACHUSETTS:**

C. Elizabeth Gibson
Town Manager

DATE: _____

DATE: _____

Approved as to Funds Available:

Brian E. Turbitt
Director of Municipal Finance

DATE: _____

FOR TOWN OF NANTUCKET USE ONLY

Funding ORG/OBJ(s):

Purchase Order #:

CONTRACT EXHIBIT A
CONTRACTOR, TERM, COMPLETION

1. **Name of Contractor:** Scape Landscape Architecture D.P.C.
2. **State of Incorporation:** New York
3. **Principal Office Address:** 277 Broadway, 9th Floor, New York, New York 10007
4. **Person, Department, or Committee, if any, to whom CONTRACTOR reports** (§ 2.2):
5. **Term of Agreement** (§3.1):
6. **Completion Date** (§3.2):
7. **Additional Insurance Coverage** (§6.2(e)):

CONTRACT EXHIBIT B

SCOPE OF WORK

SCAPE LANDSCAPE ARCHITECTURE DPC

277 BROADWAY NINTH FLOOR NEW YORK NY 10007

T 212 462 2628 SCAPESTUDIO.COM

PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES

Francis Street Beach Landscape Pre-Design and Schematic Design

March 6, 2024

Jesse Bell, Executive Director, Nantucket Islands Land Bank

Libby Gibson, Town Manager, Town of Nantucket

Dear Jesse and Libby:

We look forward to the opportunity to continue our work together on the Washington Street Corridor through the development of the Francis Street Beach pilot project. As discussed, we have prepared a proposal for landscape architectural services through Schematic Design.

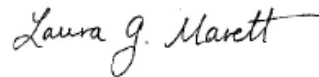
We value our collaboration with the Land Bank and Town immensely and look forward to working in partnership to build public recreation opportunities, universal access, and resilience for downtown Nantucket and beyond. We have prepared a proposal for you based on our current understanding of your scope of work.

Please let us know if you have time to discuss our scope outline herein.

Our best,



Pippa Brashear
Resilience Principal



Laura G. Marett
Director of Landscape Planning

Page 1 of 23

PROJECT UNDERSTANDING

It is our understanding that the Town of Nantucket and the Nantucket Islands Land Bank, jointly referred to as the 'Client', are interested in retaining the SCAPE Team for complete landscape design services for Pre-Design and Schematic Design for the Francis Street Beach Project, which will build upon the Concept Design and Visioning efforts developed previously under the Washington Street Resilience Framework Plan contract with the Land Bank.

The following document outlines our proposed scope, deliverables, and fee, broken out by design phase, for Pre-Design and Schematic Design base services for SCAPE and our proposed sub-consultants.

For the purposes of this proposal, we have identified the Francis Street Beach Project Area, which will move into Schematic design and to future phases when appropriate. These areas are identified on *Exhibit A* and listed below:

- Approximately 1.7 acres, inclusive of 4 waterfront parcels, 10 upland parcels, and the connecting portions of Washington Street, Francis Street, and Meader Street. Parcels include:
 - Nantucket Land Bank: 1 Meader Street, 70, 71, 72, 73, 74, and 76 Washington Street. (Inclusive of Francis Street Beach Area and stormwater wetland areas)
 - Town: 81 and 83 Washington Street (stormwater parking lot improvements)

SUMMARY OF PROJECT PHASES AND SCHEDULE

SCAPE assumes a 26-week continuous design schedule for the Pre-Design and Schematic Design base services. The following proposal is established based on this proposed schedule:

Base Services:

- Task 1 – Pre-Design – 10 weeks
- Task 2 – Schematic Design – 16 weeks

SCAPE LANDSCAPE ARCHITECTURE DPC

Add Alternates:

- Add Alternate A: Benefit-Cost Analysis
- Add Alternate B: Operation and Maintenance Requirements and Estimates

Note that a scope of work for Community Engagement concurrent with the tasks outlined above was submitted to the client on 1/30/2024 under separate cover.

Additional time outside the phases described above for Client or agency review, public engagement, or other tasks/factors is not currently included in this scope and may be considered grounds for additional services.

PROJECT TEAM

We understand that the project team will consist of the SCAPE Team and the Client Team.

Project Team:

1. SCAPE Team:
 - a. SCAPE (Prime)
 - b. SCAPE's sub-consultants
2. Client Team
 - a. Nantucket Islands Land Bank and the Town of Nantucket (Client)
 - b. Nantucket Islands Land Bank and the Town of Nantucket's sub-consultants

SERVICES PROVIDED BY SCAPE AND OUR SUB-CONSULTANTS:

SCAPE is the Prime consultant and will be responsible for the overall project design / spatial planning and landscape architectural design including hardscape, planting, and site amenities. We will rely on our sub-consultants, contracted directly to us, for the following services:

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- Hazen and Sawyer (Hazen)
 - Site civil engineering, including grading and drainage, but excluding geotechnical and foundation design.
 - Cost estimating, inclusive of all site work except structures and foundations. H&S will compile and prepare a combined engineer's opinion of probable cost.
 - Mechanical, Electrical, and Plumbing (MEP), for site lighting.
 - Stormwater outfalls
- Woods Hole Group (WHG)
 - Resilient design, including setting high tide and coastal storm (surge and waves) targets for design.
 - Review of stormwater and drainage design.
- Industrial Economics (IEc)
 - Benefit-Cost Analysis

We have solicited proposals from these sub-consultants and have included the scope and fees for their support in this proposal.

SERVICES PROVIDED BY THE CLIENT OR THEIR SUB-CONSULTANTS:

We understand that the following services will be procured directly through the Client, but that the contracted consultant(s) will work in coordination with the SCAPE Team to deliver support services to the design:

- Site investigations and survey.
- Wetland delineation.
- Any subsurface investigations (e.g. geotechnical borings) or assessment of existing structures required to support structural design.
- Coastal/ Waterfront Engineering.
- Marine structural engineering.
- Structural engineering of all boardwalks and elevated structures.
- Engineering or design of flood protection measures.
- Geotechnical engineering and foundation design for all structures.

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- Cost estimating for scopes provided by the Client or their sub-consultants.
- ADA compliance review.
- Environmental scopes (engineering, review, and permitting).
- Permitting/permit review.

INFORMATION REQUIRED

SCAPE understands that the Client will provide the following information prior to the commencement of Phase 2: Schematic Design:

- A comprehensive site survey that contains metes and bounds, contoured topography that includes critical tidal datums, existing easements and setbacks, spot elevations, wetland delineation and any related regulatory setbacks or zones, utilities, roadways, curbs, vegetation (trees), and other existing site features (buildings). This survey will be provided in PDF and CAD format and must be stamped.
- Investigation of existing utilities including stormwater outfalls.
- Geotechnical investigations (borings) to inform the structural design.
- Test Pits/ shallow surface soil grabs to inform stormwater design.

PROJECT DOCUMENTATION

The SCAPE Team will prepare appropriate documents for all phases of work of the project as defined in the detailed scope of work. All submissions will be issued electronically in digital PDF format unless otherwise noted. All project technical drawings will be developed in AutoCAD. During Phase 2: Schematic Design, SCAPE will set the project drawing and specification standards, including drawing formats, title block, and specification format to be used through the completion of later phases of work.

SCOPE OF SERVICES

TASK 1 – PRE-DESIGN (10 WEEKS)

The Pre-Design phase will include site analysis refinement, pre-permitting coordination, and a Basis of Design memo.

Subtask 1.1. Site Analysis Refinement and Basis of Design Memo. The SCAPE Team will conduct a site visit with the Client team to review and discuss the previously developed Concept design alongside existing site features. We will review all findings from site investigations by the Client Team occurring during this phase of work. We will develop a draft Basis of Design memo, summarizing the design goals and key assumptions, site constraints, design criteria, and any codes or standards that the design will adhere to. The memo will include revised site analysis maps and diagrams with any new findings from Phase 1 to inform the team's Schematic Design efforts.

Subtask 1.2. Pre-Permitting Agency Coordination. The SCAPE team will support the Client in up to seven (7) pre-application discussions of the project with regulators, which may include but are not limited to:

- Conservation Commission (ConCom)
- Massachusetts Department of Environmental Protection (MA DEP)
- US Army Corps of Engineers (USACE)
- Massachusetts Environmental Policy Act (MEPA)
- Chapter 91
- Nantucket Historic District Commission (HDC)
- National Marine Fisheries Service (NMFS)

Subtask 1.3. Stormwater and Coastal Erosion Performance Modeling. Woods Hole Group will determine the need for modeling during the Pre-Design phase. Based on the extent, if any, of modeling required, we will prepare an additional service request to develop this scope of work during Schematic Design.

Subtask 1.4. Stormwater Pre-Design. Hazen and Sawyer will conduct up to one (1) day of test pits observation to evaluate subsurface soil and groundwater conditions to be used for the stormwater design (backhoe and operator by others). We will review groundwater and tidal conditions with Woods Hole Group to inform stormwater design.

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Subtask 1.5. Updated Order of Magnitude Costing. Hazen and Sawyer will update the Order of Magnitude Cost Opinion for the Francis Street Beach Pilot Project based on the current project understanding. A prior version was prepared by Fuss & O'Neill, dated December 9, 2022. Hazen will include a cost range commensurate with the level of detail in the design. They will also document an assumed annual escalation rate to allow the Town to project future estimated costs (with a shared understanding of the uncertainty associated with such projections).

Subtask 1.6. Monthly Project Meetings. SCAPE will facilitate monthly project meetings with the Client to align project goals and funding strategy.

Throughout this phase, SCAPE will work with the Client to understand preliminary permitting milestones, durations, and fees. During this time, SCAPE will also work with the Client team to develop a preliminary project schedule that is inclusive of permitting needs and the construction observation phase.

Deliverables:

- Draft Basis of Design Memo:
 - Approximately 15 pages (8.5" x 11")
 - Design goals and key assumptions
 - Site constraints and design criteria
 - Codes or standards that the design will adhere to
 - Up to five (5) revised site analysis maps and diagrams
- Preliminary Project Schedule (inclusive of permitting & construction)
- Presentation material, agendas, notes, and action items for meetings.
- One (1) update to the existing Order of Magnitude Cost Opinion

Meetings:

- One (1) Site Visit
- Bi-weekly Client team coordination meetings; alternating between monthly Washington Street working group meetings and project management/coordination meetings with key client team staff.
- Up to seven (7) pre-application meetings with regulators

Travel Summary:

- One (1) 2-night trip including two (2) SCAPE team members; one (1) Hazen team member

TASK 2 - SCHEMATIC DESIGN (SD) / 30% DESIGN – (16 WEEKS)

SCAPE previously worked with the Nantucket Islands Land Bank to develop a Concept Design direction that has been accepted. SCAPE proposes that during the Schematic Design phase, the design be verified and developed alongside findings and recommendations from the Task 1 – Pre-Design phase.

Sub-task 2.1. Sketch Design Alternatives. SCAPE will build upon the previously accepted Concept Design to produce up to two (2) sketch design alternatives for Francis Street Beach that are grounded in the existing conditions and variables of the site. These alternatives may reflect distinct approaches to character, form, and/or program and use. SCAPE will subsequently work iteratively using 3D model tools, hand sketches, and diagrams to convey these two options for the site. The Client, with input from the community process (if desired) outlined in Add Alternate A, will select the preferred option to be developed in Sub-task 2.2.

Sub-task 2.2. Schematic Design Documents. The SCAPE team will further develop the preferred option identified in Sub-task 2.1, advancing the spatial relationships, programming, site systems, resiliency and water strategies, and material studies. This design will incorporate the findings and recommendations resulting from the site investigation and assumptions identified in the draft Basis of Design Memo. The design will be explored through spatial relationships through measured drawings (plans, sections, and elevations), site systems strategies, resiliency strategies, material studies, lighting concepts, sketch perspectives, and potentially model studies (physical and/or digital) as necessary in the Schematic Design phase. We will coordinate with the Client team on the design of all structures and flood protection mechanisms, such as raised berm with structural core, however, the SCAPE team will not be responsible for producing drawings or designs related to the engineering of any structures or flood protection mechanisms. If necessary, we can include drawings that are provided to us by the Client's consultants for the Schematic Design set. At the end of this phase, there will be an SD-level

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landscape design and associated documentation that communicates design intent and establishes critical parameters such as site organization.

Sub-task 2.3. Revised Estimate of Probable Cost. Hazen and Sawyer will prepare an estimate of probable cost for the 100% SD package. The costing of structural elements will be provided by others and incorporated into the cost estimate. The updated cost estimate will include a cost range commensurate with the level of detail. Hazen and Sawyer will also estimate the annual rate of cost escalation and document this rate in the cost estimate provided.

Sub-task 2.4. State and Federal Funding Sources Memo. SCAPE, with input from WHG and Hazen, will prepare a memo identifying potential state and federal funding sources and opportunities for the project. This memo will identify the key criteria and requirements for each grant or funding source and will recommend the most promising sources to fund the next phases of the Washington Street / Francis Street Beach project.

Sub-task 2.5. Revised Basis of Design Memo. SCAPE will revise the Basis of Design Memo with any additional findings from the Schematic Design Phase.

Deliverables:

- Revised Basis of Design Memo
- Precedent imagery
- Preliminary landscape materials, planting, and lighting concepts in the form of images.
- One (1) illustrative site plan
- New or revised illustrative sections, diagrams, or elevations to communicate intent
- Up to one (1) new and two (2) revised perspective images, intended to convey design character, potential viewshed impacts, and the contrast between the proposed project and the “do-nothing” scenario.
- Hand, CAD, or PDF sketches to coordinate technical requirements with other consultants as needed
- Presentation material, agendas, notes, and action items for meetings listed below.

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Technical Documentation Deliverables:

- One (1) Schematic Design drawing set (inclusive of schematic landscape, materials, grading, and planting plans)
- One (1) set of narrative specifications.
- 100% Schematic Design Opinion of Probable cost
- Issuances: We will issue one (1) drawing and specification set with a corresponding cost estimate at the completion of the phase.

Meetings:

- Schematic Design Kick-Off Meeting
- Bi-weekly Client team coordination meetings
- Up to three (3) design presentations

Travel Summary:

- No travel assumed in this phase of work

At the conclusion of this phase, the Landscape Architect shall be notified in writing by the Client that the design direction is accepted. If there is a Client review period after the Schematic Design Phase, SCAPE assumes we will be pencils-down during that time.

SCAPE recommends that the Client confirms landscape budget targets at the end of the Schematic Design Phase.

It is understood that during Task 2: Schematic Design we will work with the Land Bank and Town to develop the scope and fee for future phases of design and construction administration services.

ADD ALTERNATE A: BENEFIT-COST ANALYSIS

Add Alternate Sub-Task A1: BCA – Coastal Engineering Advisory. WHG will conduct an internal review of previous coastal modeling and will provide their best professional judgment to inform the BCA development by IEC in Sub Tasks A3 and A4.

Add Alternate Sub-Task A2: BCA - Coastal Modeling. If deemed necessary by the client and project team, WHG will re-run performance modeling for the

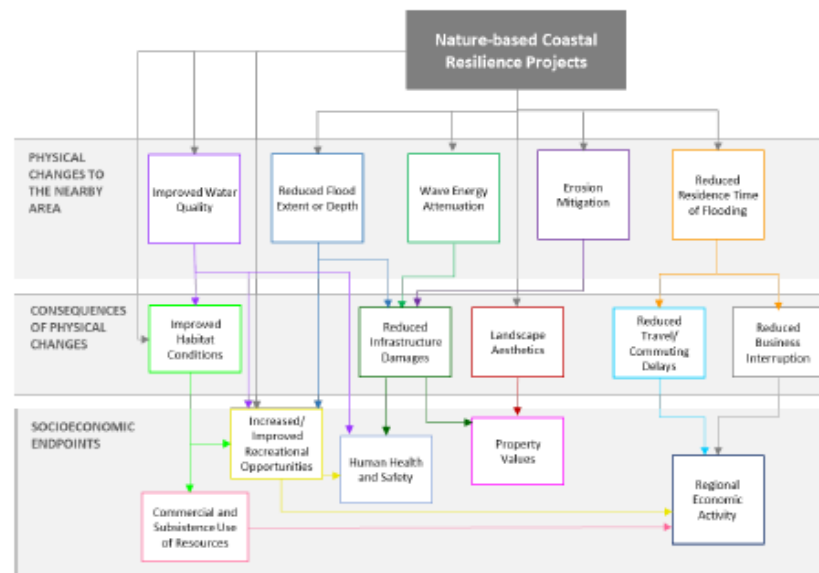
pilot project alone to inform the BCA development by IEC in Sub Tasks A3 and A4.

Add Alternate Sub-Task A3: FEMA BCA Tool and traffic assessment. IEC proposes to complete the task in two components. In Sub-Task A3, IEC will complete and deliver a documented application of the FEMA Benefit-Cost Calculator (Version 6.0.0) for the project. To parameterize the FEMA tool, IEC will work closely with SCAPE, WHG, and the Client to ensure clear understanding of the scope and expected impact of the pilot phase of the Washington Street project, including the full proposed costs (construction and annual operating costs, as well as useful life estimates) for the pilot project. IEC will also access relevant data on assessed structure and land value and other relevant context to support the inputs used in the FEMA tool. The application will make full use of [FEMA's 2022 guidance on ecosystem service values for nature-based solutions](#), as enabled through the standard assumptions and largely acreage-based ecosystem service values embedded in their BCA tool. In addition, IEC will develop a first estimate of the anticipated impacts of the project on reduced traffic disruption, using local road traffic data and hazard mitigation benefits consistent with the WHG flood risk modeling and [IEC's recent paper on sunny-day flooding impacts on traffic](#). The paper includes a method for estimating sunny-day/high tide flooding traffic disruption by road segment, and for monetizing the disruption to passenger and freight/commercial traffic for use in a BCA framework. The main deliverable from Phase 1 will be a completed FEMA Benefit-Cost Calculator application (in Excel format), and a short accompanying memorandum outlining the input assumptions, data sources, and findings.

Add Alternate Sub-Task A4: Expanded Qualitative Benefits assessment. In Sub-Task A4, IEC will see to expand the characterization of the benefits of the pilot project for economic benefit streams not reflected in the FEMA BCA toolkit, including potentially unquantifiable components. For example, IEC's standard due diligence also includes a review of the official MA inventory of cultural resources ([the MACRIS database](#)), and official Commonwealth designations of [EJ populations](#), which is further enriched by IEC's familiarity

with these designations and key interested stakeholder groups through the agency and public stakeholder consultations for the 2022 Climate Assessment and the current ResilientCoasts Plan. IEC will also examine recreation benefits, based in part on data and benefit estimation methods established in Ms. Sheahan's recent work on climate change and recreation patterns. Finally, IEC will consider available qualitative information on pathways of regional economic impacts of the project (which might include discussion of the possibility of a higher-than-standard traffic disruption valuation consistent with the criticality of Washington Street for commercial and ferry traffic), as well as other possible pathways of benefits consistent with Figure 1 below. This task will not include any new regional economic modeling (that is, it will not be possible to estimate regional economic impacts using tools such as IMPLAN), but more quantitative estimation of broader benefits could be considered in future work if additional resources are available.

Figure 1. Conceptual Diagram of Benefits Flows for Nature-based Coastal Resilience Investments



Deliverables:

- Documented application of the FEMA Benefit-Cost Calculator for the project
- Documentation of the benefits of the pilot project for economic benefit streams not reflected in the FEMA BCA Toolkit

Meetings:

- One (1) Client meeting to present the BCA findings

Travel Summary:

- No travel during this Task

ADD ALTERNATE B: OPERATION AND MAINTENANCE REQUIREMENTS AND ESTIMATES

Hazen, SCAPE, and WHG will meet (virtually, assuming a 1-hour workshop) with the Nantucket Islands Land Bank and Town of Nantucket maintenance staff to discuss required maintenance activities and identify staff rates and town equipment or maintenance contractors that would be used. Hazen and Sawyer will then prepare a technical memorandum and estimate documenting the expected frequency and cost of operation and maintenance (O&M) activities associated with the proposed project.

Deliverables:

- One (1) technical memorandum and estimate documenting the frequency and cost of operation and maintenance (O&M) activities associated with the proposed project.

Meetings:

- One (1) virtual meeting with the Nantucket Islands Land Bank and Town of Nantucket maintenance staff

Travel Summary:

- No travel in this Task

SCOPE ASSUMPTIONS:

1. We expect that SCAPE will be given full and proper credit for landscape architecture and site design.
2. We assume our services will extend through the construction observation & installation phase should the project advance into the next phases of documentation.
3. SCAPE assumes our work will be developed in parallel with all other consultants' design efforts and we will be working under a coordinated design effort to ensure a smooth design process. To this end, we assume that scopes and schedules will be coordinated and aligned with consultants contracted directly to the client prior to the commencement of schematic design.
4. SCAPE's services under this agreement will be within the landscape limit of work boundaries identified on the drawings.
5. SCAPE will contract for services with the Client. We will rely on the Client for management and administration of our services; coordination of design review and approvals; definition of the project schedule; administration of the planning entitlement, plan check, permitting, bid, and construction processes; and establishment of procedures for the general coordination of various disciplines within the team. SCAPE will be responsible for coordinating its own work within the consultant team. We will electronically transmit all submittals to the Client who will be responsible for printing and distribution of all submittals.
6. SCAPE will provide the Client with the Schematic Design drawing set for submittals related to permitting/entitlement. Should the permitting requirements exceed our expectations of the Schematic Design deliverables, additional services may be required.
7. SCAPE will only be responsible for compiling and coordinating drawings submission for consultants contracted directly to us.
8. SCAPE assumes that there will be one (1) package for all landscape work for each submittal.

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9. All files will be developed in AutoDesk AutoCAD, Microsoft Suite, and Adobe Suite, as appropriate. Deliverables will be submitted to the client in PDF format.
10. SCAPE assumes advancement to the next phase of work means the design submitted at the conclusion of the previous phase has been accepted by the Client.
11. The above tasks, phases, and schedule are assumed to be continuous. Breaks or work pauses longer than 2 months between phases may require a remobilization fee. Work, including project management and coordination, between phases, if required will be billed on a time and materials basis.
12. Extension of the project schedule—overall or within each phase-- beyond the durations described above due to factors beyond the design team's control will be considered for additional services.
13. Budget targets are a critical consideration when programming, designing, and detailing a site. SCAPE can work toward budget targets if they are provided to us, however SCAPE has no control over (a) the cost of labor, material, or equipment; (b) the means, methods, and procedures of the contractor's work; or (c) competitive bidding.
14. Hazen and Sawyer has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions. Consultant's opinions of probable total project costs and construction cost, if any, are made based solely upon the Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional familiar with the construction industry. Consultant cannot, and does not, guarantee or warrant that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Hazen and Sawyer. If prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, Client shall employ an independent cost estimator.

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15. Significant design changes as referenced in the scope above would include any changes that require additional time or person-power to accommodate. This may include, but is not limited to: changes to buildings, curbs, roadways, or driveways; addition, removal, or rebalancing of landscape programs; changes to design geometries, materials, or general design aesthetic; late-phase or delayed input from stakeholders, agencies, community processes, or design assist partners; or absence/delay in budget expectations or any change the landscape budget of more than 10%.
16. We reserve the right to re-evaluate our base CO monthly rate based on added scope areas, increased design complexity, and/or schedule realities that were unknown at the time of this proposal.
17. SCAPE assumes the Client's contracted engineer(s) will have scope to support the landscape work as needed including, but not limited to:
Structural Engineering:
 - a. Review and redline all site elements (including bollards or vehicular barriers) detailed by SCAPE for structural aspects (footings, foundations, reinforcement) for incorporation by SCAPE into such detail drawings.
 - b. Review all structures and walls over three (3) feet such as pergolas or trellises, docks, boardwalks, viewing platforms, and retaining walls, etc. Final structural drawings to be stamped by a licensed Professional Engineer.
 - c. Verify the live load and provide design criteria for loading on structure, if applicable.
 - d. Design and coordinate any connections to the structural slab for landscapes on structure, if applicable.
 - e. Analysis and engineering of on-structure fill systems above the structural slab to the underside of paving and planting sections developed by SCAPE and subsurface planter walls to separate on-structure planter soils from hardscape or paving systems, if applicable.Marine/Coastal/Waterfront Engineering:

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- a. Coordinate, design, and document bulkheads and other waterfront infrastructure.
- 18. SCAPE assumes the following services will be provided by others:
 - a. Temporary conditions
 - b. Architectural Foundation drainage.
 - c. Waterproofing.
 - d. Graphic design, wayfinding signage, and regulatory signage.
 - e. Mechanized gate operating systems, site security and vehicle control systems.
 - f. Discovery, work, precautions, and remediation related to hazardous environmental conditions or poor soils.
 - g. Artwork and related installation and support design services.
 - h. Accessibility consultation and review.
 - i. Code compliance and review.
 - j. All engineering services to support SCAPE's work, including geotechnical, coastal, marine, structural, etc.
 - k. Any environmental review and permitting related to engineering and environmental scopes outside of what is explicitly included in this scope.
- 19. SCAPE assumes we will have all the necessary information required to complete our documentation in a timely manner. Delays or schedule extensions due to delays in submissions from consultants not contracted directly to SCAPE, client review, agency review, or other factors outside of SCAPE's control will be grounds for additional services.
- 20. SCAPE assumes all feedback will be consolidated and communicated by the Client in a timely and efficient manner.

EXCLUSIONS:

- 1. SCAPE does not offer the following services:
 - a. LEED (or other sustainability program) administration. We will provide landscape exhibits or area take-offs to others for computation relative to sustainability metrics.

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- b. Land Use or Zoning attorney services.
 - c. Labor and materials for design mock-ups.
 - d. BIM Models work in Revit
2. The following items are not included in this scope of services and may be presented to the client for consideration as an additional service if required by the project:
- a. Extension of the project schedule beyond the parameters mentioned above.
 - b. Additional meetings, site visits, or travel beyond the parameters listed above.
 - c. Renderings by an outside or professional rendering company.
 - d. Additional in-house renderings will be charged as \$5,000 per presentation rendering. Rates are valid for the current calendar year and may be increased subsequently without written notice.
 - e. Technical mock-up drawings beyond those included in the base drawing set.
 - f. Re-formatting, re-scaling, or tailoring drawings for any submission, including permitting or agency sets.
 - g. Phasing
 - h. Separating the landscape package into more than one (1) drawing or specification package
 - i. Efforts relating to or resulting from value engineering (VE) after the 100% CD submission.
 - j. Review processes by Agencies or other entities not identified in the scope above.
 - k. Public Engagement
 - l. Maintenance Manuals and Maintenance Plans.
 - m. Presentation models.
 - n. Off-site improvements or remediation.
 - o. Review of requests for substitutions after execution of the contract for construction.
 - p. Record drawings or as-builts.

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- q. Large tree relocation and/or advance plant procurement procedures.
- r. Preparation of change orders during construction reflecting changes to design or budget not attributable to SCAPE's errors or omissions.

EXHIBIT A: FRANCIS STREET BEACH PROJECT AREA

FRANCIS STREET BEACH

STORMWATER PARKING LOT

LEGEND

—— CONCEPT STUDY AREA

..... MHW 2030 +2.9' NAVD88

WASHINGTON STREET FRAMEWORK PLAN



CONTRACT EXHIBIT C PAYMENTS

1. Lump Sum Method

a. **Maximum Project Amount: \$384,984**

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FEE FOR PROFESSIONAL SERVICES

BASE SERVICES

TASK	Duration	SCAPE	Hazen	WHG	Subtotals
Task 1 Pre-Design	10 wks	\$14,980	\$71,033	\$20,189	\$106,202 T/M+NTE
Task 2 Schematic Design	16 wks	\$124,972	\$104,375	\$13,435	\$242,782 Fixed Fee
TOTALS		\$139,952	\$175,408	\$33,624	\$348,984

	SCAPE	Hazen	WHG
Reimbursable Expenses	\$5,000	\$1,575	\$0

ADD ALTERNATE A: BENEFIT-COST ANALYSIS

TASK	Duration	SCAPE	IEc	WHG	TOTAL
ADD ALT A: Benefit-Cost Analysis	5 wks	\$991	\$13,325	\$11,907	\$26,223 Fixed Fee

ADD ALTERNATE B: OPERATION AND MAINTENANCE REQUIREMENTS AND ESTIMATES

TASK	Duration	SCAPE	Hazen	WHG	TOTAL
ADD ALT B: O&M Req's and Estimates	3 wks	\$1,148	\$10,300	\$2,016	\$13,464 Fixed Fee

Subconsultant fees are inclusive of **SCAPE's 5% markup** for management and coordination of their services.

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This Proposal is Valid for 30 days from the date of issue by SCAPE / Landscape Architecture DPC. The proposal terms and fees are for a continuous project schedule. Should the project go on hold or stop for a period of time other than mentioned above, a mobilization fee will be requested from the Client team.

PAYMENT TERMS:

Fixed Fee: Fixed fee phases shall be invoiced monthly based on the percentage of work completed within the billing period.

Time and Materials (T/M) with Not to Exceed (NTE): Time and Materials (T/M) phases shall be invoiced monthly according to current SCAPE scheduled rates effective on the date of this proposal. Please see the hourly rates table below. Not to Exceed (NTE) amounts will not be increased without the Client's written approval.

Reimbursable Expenses (estimate): Project expenses may include in-house printing costs for presentation materials and model supplies and travel costs for site and potential nursery visits. SCAPE shall not be responsible for multiple printing & distribution of multiple sets of presentation materials and reports. All large-scale printing such as drawing sets shall be done by others. Additional renderings and physical models shall incur additional fees. SCAPE will add a 10% mark-up on all reimbursable project expenses.

Remobilization Fee: If the project goes on hold for an extended period (greater than 2-months), SCAPE reserves the right to submit a revised fee to reflect costs associated with the remobilization of the project team.

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HOURLY BILLING RATES

Services outlined under the Scope of Services are calculated using our hourly billing rates. Current rates are as follows:

Principal	\$314/Hour
Team Leader	\$182/Hour
Senior Project Manager	\$157/Hour
Senior Designer	\$115/Hour

Rates are valid for the current calendar year and may be increased subsequently without written notice. Additional Services shall be computed with the hourly billing rate at the time of the additional service.

[illegible]

Task	Description	Principal	Team Leader	Senior Project Manager	Senior Designer	TOTAL HOURS	TOTAL LABOR DOLLARS (BAFE)	TOTAL INDIRECT COSTS (OH)	TOTAL LABOR & INDIRECT DOLLARS	OTHER DIRECT COSTS	FIXED FEE (PROFIT)	TOTAL DOLLARS
		\$/hour	\$/hour	\$/hour	\$/hour							
	Field	\$0.00	\$0.00	\$0.00	\$0.00			0.00%			0%	
	Office	\$120.19	\$69.71	\$60.10	\$44.23			127.00%			15%	
	Rate with Multiplier + Profit	\$314	\$182	\$157	\$115							
ALTC Community Engagement		16	52	120		188	12,760	16,205	28,965	-	4,345	33,310
	Total ALTC	16	52	120	-	188	12,760	16,205	28,965	-	4,345	33,310
	GRAND TOTAL	16	52	120	0	188	\$12,760	\$16,205	\$28,965	\$0	\$4,345	\$33,310

- 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.

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 **Scape Landscape Architecture D.P.C.**, which is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Federal Employer Identification Number

Signature of person signing agreement

Date

CONTRACT EXHIBIT E
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of person signing contract

Scape Landscape Architects D.P.C.

Name of Business

CONTRACT EXHIBIT F
MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF NANTUCKET
AND THE NANTUCKET LAND BANK

WASHINGTON STREET WORKING GROUP
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is effective this 24th day of January, 2024, between the Town of Nantucket, a Massachusetts municipal corporation (“Town”) acting by and through its Select Board, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 and the Nantucket Islands Land Bank, a Massachusetts governmental body acting by and through its Commission (“Land Bank”), having an address of 22 Broad Street, Nantucket, Massachusetts 02554.

RECITALS

WHEREAS, the Town and the Land Bank (together, the “Parties”) have agreed that the municipal purposes and coastal resiliency interests of the Inhabitants of the Town of Nantucket will be benefitted and the conservation and recreational interests of the Land Bank will be served by the development of a coastal resiliency project (the “Project”) which will reduce the risks from flooding in an area along Washington Street between Commercial Street and Francis Street (the “Project Area”), which is generally shown on the sketch plan attached hereto as Exhibit A. The Project shall include stormwater management strategies and a coastal berm with an elevated multi-use path and recreation area that will function to reduce risks to the Project Area. The structure to be constructed is intended to offset or defer the imminent need to raise Washington Street caused by projected sea level rise, as originally contemplated in the Town of Nantucket Coastal Resilience Plan endorsed by the Select Board in January 2022, and to provide resilience for this flood-prone main thoroughfare.

WHEREAS, in order to facilitate the development of the Project, the Parties have agreed to equally share design costs and administrative duties while undertaking it.

NOW THEREFORE, in consideration of the foregoing and in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Sharing of Design Costs: Phase 1 implementation of the Project represents a segment of the overall Project Area and is located on the corner of Francis and Washington Streets. The schematic design costs for Phase 1 are estimated at this time to be \$500,000.00. The Town and the Land Bank have agreed to split the design costs evenly. To that end, the Parties agree that all contracts for schematic design services shall be executed by both the Town and the Land Bank, with the Parties being severally, but not jointly, liable under the contracts. Any contract shall provide for the vendor to render invoices showing all services rendered and charging fifty percent (50%) to each Party. The Parties shall jointly own all plans and designs produced pursuant to such contracts.

2. Administrative Duties: The Town and the Land Bank agree to share the administrative duties necessary to undertake the Project. The Land Bank staff is responsible for coordinating the meetings for the Project. The Town staff will create agendas and comply with Open Meeting Law requirements, including postings for meetings, preparing minutes of the meetings and undertaking general administration and organization of the Project. The Town and the Land Bank agree to divide any additional administrative duties for overseeing the Project as needed, with a goal of each Party bearing an approximately equal share of the work.
3. Grants: The Parties agree to jointly seek grant funding and collaborate on applications for grants with the understanding that work seeking the grants and all funds awarded would be shared equally and applied to the Project.

IN WITNESS WHEREOF the parties have hereto set their hands and seals as of the day referenced above.

TOWN OF NANTUCKET
acting by and through its
Select Board

NANTUCKET ISLANDS LAND BANK
acting by and through its
Commission

Dawn E. Hill Holdgate

Neil Paterson

Brooke Mohr

Kristina Jelleme

Matthew G. Fee

Allen B. Reinhard

Thomas M. Dixon

John J. Stackpole

Malcolm W. MacNab

Mark Donato