



August 31, 2021

Mr. Ewell Hopkins
Planning Board Chairperson
Town of Oak Bluffs
56 School Street
P.O. Box 1327
Oak Bluffs, MA 02557

**Re: Edgartown-Vineyard Haven Road Studies
Transportation Planning and Engineering Services**

Dear Mr. Hopkins:

Howard Stein Hudson (HSH) is pleased to provide this letter proposal for transportation planning and engineering consulting services for Edgartown-Vineyard Haven Road between Barnes Road and Jardin Mahoney's in Oak Bluffs. As we understand it, there are numerous development activities that will be taking place on properties adjacent to Edgartown-Vineyard Haven Road over the next few years. These potential developments include recreational, housing, religious, and commercial uses. The Planning Board, on behalf of the Town of Oak Bluffs, is interested in understanding the cumulative effect of these potential developments on traffic and safety. HSH proposes to prepare a Transportation Action Plan for the Town, outlining issues and potential solutions as well as their costs. The Town can then use this Plan in combination with development review processes to complete the action plan step by step.

Scope of Services

Based on our previous experience with similar planning and engineering projects on Martha's Vineyard, and our discussion on August 23, 2021, we expect the following tasks will be necessary.

Task 1. Transportation Action Plan

HSH will review the Town's existing planning documents for this area to understand what work and analyses have been completed in recent years. We understand that the Oak Bluffs Planning Board, through the Martha's Vineyard Commission, prepared the Study of the High School Area and Edgartown-Vineyard Haven Road Corridor Region in Oak Bluffs, which looked at land use and zoning in the area. HSH prepared a review of pedestrian safety under the Island Partnership on-call engineering contract, which focused on crossing improvements at Village Road. These documents and others will be reviewed.



Using information from the Planning Board and/or other sources, HSH will assess the potential trip generation of upcoming development. Trip generation for each of the potential development projects will be based on standard Institute of Transportation Engineers' (ITE's) trip rates. Trips from the existing land uses on-site, if any, will be credited towards these trips so that the net new trip generation associated with the potential development proposal can be determined. This assessment will help us understand the magnitude of traffic that could be added to Edgartown-Vineyard Haven Road in the near future.

HSH will review existing crash data using Massachusetts Department of Transportation's (MassDOT's) IMPACT crash portal. We will review the most recent three years of crash data available and prepare a summary of that data, including trends. Using GIS, HSH will review of potential environmental concerns along Edgartown-Vineyard Haven Road. We will review potential wetlands, flood plain, and other natural resources such as rare and endangered species. HSH will prepare maps of these impacts, if any.

Based on all the aforementioned information, HSH will develop an outline of steps and costs to develop and construct a mitigation plan for Edgartown-Vineyard Haven Road. The Transportation Action Plan items will include:

- Instrument survey to understand the road layout and existing features;
- Planning study to develop conceptual design with input from the community;
- Environmental documentation (if necessary); and
- Order of magnitude costs for design and construction of various improvement alternatives.

HSH will prepare a Transportation Action Plan technical memorandum summarizing the needs and options for the corridor. We will provide the document along with any technical appendices to you in electronic Portable Document Format (PDF). We can provide printed copies for additional costs for printing and mailing.

Task 2. Meetings

HSH will attend up to two (2) meetings with you and/or other Town staff or board members to discuss the project. We expect these meetings to take place on a virtual platform such as Zoom or Teams. Should it be necessary to meet in person, we may need to revisit the budget and travel costs for this task.

Additional Meetings. Should the Project require additional meetings beyond those listed in the scope, HSH participation will be billed at the rates shown in the attached rate schedule.



Schedule

We expect the transportation action plan to require two to four weeks after receipt of Notice to Proceed (NTP). We will work with you to meet your deadlines, ensuring that the action plan offers its full utility.

Fee for Services

Fees will be billed on a Time and Materials basis and in accordance with the attached rate schedule. Labor and direct costs are summarized by task in the table below. The total cost for the scope as described in this letter is estimated at an upset fee limit of **\$6,000**.

Task	Budget
Task 1. Transportation Action Plan	\$5,450
Task 2. Meetings	\$450
Direct Costs	\$100
TOTAL	\$6,000

Materials or reimbursable (direct) expenses will be billed at cost. Materials or reimbursable expenses are actual expenditures made by HSH in the interest of the project and include but are not limited to printing, photocopying, delivery charges, postage, research materials, local transportation, and any other expenses incurred in the interest of the project. Reimbursable expenses do not include permit filing fees.

Meetings are budgeted as outlined above; additional meetings, if required, will be billed at the hourly rates shown in the attached rate schedule. Additional team and agency meetings generally cost between \$500 – \$750 per meeting, depending on the duration of each meeting and the staffing required. Additional community meetings range higher at up to \$1,250 per meeting depending on the need to provide supporting materials/graphics and the overall length of the meeting and any possible team preparation. All additional meetings will be invoiced on a time and materials basis based solely on hours expended as well as any travel costs.

While HSH feels the scope of work and associated fee provided in this proposal is appropriate for this type and size of development in this location and that it will be acceptable to reviewing agencies, should the scope of work change either by request of the Client, reviewing agencies, or the community, HSH will provide an additional services request for advance review and approval by the Client.



Terms

Payment of Services: The project work is billable monthly on a time and materials basis, such that if the hours are not spent, you will not be billed. Invoices are due within thirty (30) days of receipt, regardless of whether approvals are granted. Interest of one and one-half percent (1.5%) will be charged per month on unpaid bills after ninety (90) days. If the scope should significantly change or if the schedule is extended past June 30, 2022, we will revise the budget accordingly and resubmit it for your approval. HSH does not accept payment in cash. Payment by check or Automated Clearing House (ACH) is preferred.

Termination: Consultant services may be terminated by either party with or without cause upon 10 days advance written notice. Regardless of which party shall affect termination, Client shall, within 30 calendar days of termination, pay HSH for services rendered and all costs incurred up to the time of termination, as well as those costs associated with the termination itself, if any, in accordance with HSH's then-prevailing labor rates. Upon termination of services and full payment of consultant fees, HSH will release all work product related to this contract.

Indemnification: Client and HSH will indemnify and each hold harmless each other's employees, officers, directors, and subconsultants from and against all claims and actions, including reasonable attorney fees, arising out of or related to damages or injuries to persons or property related or connected to acts of each other or their employees, officers, directors, subconsultants or agents.

Insurance: During the period that services are performed under this Agreement, HSH will maintain the following insurance: (1) Workers Compensation coverage in accordance with the laws of the Commonwealth of Massachusetts; (2) Commercial General Liability with a limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate; (3) Non-owned and Hired Automobile Liability coverage with a combined single limit of \$1,000,000 and (4) Professional Liability coverage with a \$5,000,000 aggregate limit (claims made basis). Client agrees that HSH will not be liable for any loss, damage, or liability arising out of this Agreement beyond the limits of available insurance coverage.

Permits/Licenses/Approvals: HSH is committed to providing technical support to facilitate project progress and approval. However, there are often circumstances beyond HSH's control and responsibility that may affect a project's ability to obtain permits/licenses or necessary written approvals. Therefore, unless indicated within this proposal, HSH does not guarantee our ability to obtain any project permits/licenses or approvals from any agency having jurisdiction over the project.



Approval

Should this proposal be acceptable to you, this letter can serve as a contract by an authorized signature below and returning a copy to us. Should our understanding of the project be incorrect or incomplete, or should you have any revisions or changes, please contact me directly and we will incorporate them as directed. Thank you for contacting HSH; we look forward to working with you.

Sincerely,

Keri Pyke, P.E., PTOE
Principal

Approved in the amount of \$6,000

Town of Oak Bluffs

By: _____

Date: _____



Hourly Billing Rates through June 30, 2022

Project Role	Hourly Rate
Co-op/Administrative Assistant	\$85 - \$140
Graphics/Production	\$100 - \$165
Junior Engineer/Planner	\$105 - \$170
Engineer/Planner	\$130 - \$200
Senior Engineer/Planner	\$155 - \$255
Principal/Senior Advisor	\$210 - \$370

Rates subject to annual adjustment on July 1, 2022.