

TOWN OF NATICK MASSACHUSETTS

TO:

Natick Board of Selectmen

Martha White, Town Administrator

William Chenard, Deputy Town Administrator – Operations James Errickson – Director, Natick Community Development

Ted Fields, Planner

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: October 3, 2017

SUBJECT: CONTRACT AWARD

Planning Designer Services - New Parking Garage

On July 31, 2017, this office received responses to the Town of Natick's RFQ for Planning Designer Services for Conceptual Design for a New Parking Garage in Natick. The Town received responses from the following companies: Walker Parking Consultants/Engineers, Inc. and Desman Design Consultants.

Following the interviews, Walker Parking Consultants/Engineers, Inc. ("Walker") was ranked highest. Walker demonstrated the most experience as a design firm in the context of parking garage projects. References for Walker were positive.

Because the process for selecting an Architect/Designer is solely qualifications-based under the applicable statute (M.G.L. c. 7C, §§44 *et seq.*), the Town could only invite fee proposals from the highest ranked responder. Walker submitted a fee proposal as outlined in the attached.

Although billing, in the attached fee structure, will be based upon hourly rates, Walker has submitted a Designer/Architect services budget of \$200,000.00. The Review Committee noted that this percentage is well in line with projects of similar scope. The Review Committee also reviewed the number of rates and hours proposed by Walker and concluded that they were reasonable.

In light of the foregoing, it has been determined that Walker is the most qualified responder and has submitted a fee proposal that is reasonable. We recommend that the Board of Selectmen award a contract to Walker for the amounts set forth in its fee proposal.

Please advise if you have any questions or require additional information.

Proposals Received: 07/31/17
Newspaper Advertisement: 07/05/17
(Metrowest Daily News)

Website/Town Hall Posting: Central Register Publication: 06/27/17 07/05/17

COMMBUYS Publication:

06/27/17

Funding information: Article 1, Special Fall Town Meeting #2, Fall 2016 Account: 00020340-580130 \$200,000.00

					Town of Natick	atick					
				RF	RFQ Opening Form	Form					
Qualifications - Planning Designer Services - Conceptual Design - New Parking Garage in Natick	er Services - C	Conceptual	Design - Ne	w Parking (Sarage in Na	atick					
Date & Time: July 31, 2017, 11:00 A.M. EDST	A.M. EDST										
	Envelope Sealed & Marked	DSB Form	Certificate of Non-Collusion		Tax Compliance Cert. of Corporate Certification Bidder	Conflict of Interest Certificate	Signature of Responder & Addenda (N/A)	Certificate of Insurability	Compliance with MGL 151B	Certificate of Non-Debarment	
Commany Name						ARES SEGRETARE					
Walker Parking, Boston, MA	×	×	×	×	×	×	×	×	×	×	
Desman Design, Boston, MA	×	×	×	×	×	×	×	×	×	×	
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This Contract is made as of this sixteenth day of October, 2017, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town"), and Walker Parking Consultants/Engineers, Inc., a corporation organized under the laws of the State of Michigan, with a principal office located at 4904 Eisenhower Boulevard, Suite 150, Tampa, FL 33634, and a Massachusetts office located at 20 Park Plaza, Suite 1202, Boston, MA 02116 (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide Planning Designer Services for the design and construction of a new parking garage in the Town of Natick, as set forth in the Request for Qualifications for Planning Designer Services Related to the Design and Construction of a New Parking Garage in the Town of Natick ("RFQ"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendering of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the date set forth in the first line of the first paragraph above and shall extend until the General Contractor has achieved final completion of the Project.

4. Incorporation of the RFQ, Contractor's Response, and Contractor's Fee Proposal/Order of Priority of Contract Documents

The provisions of the RFQ, the Contractor's Response, and the Contractor's Fee Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:

Amendments to Contract (if any)

Second Priority:

Contract

Third Priority: Fourth Priority:

Contractor's Fee Proposal Addenda to the RFQ (if any)

Fifth Priority:

RFQ

Sixth Priority:

Contractor's Response.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the fixed sum of two hundred thousand dollars and zero cents (\$200,000.00).

This Contract is a fixed price/fixed rate contract and therefore miscellaneous expenditures associated with the Contractor's work shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify all services rendered.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's RFQ, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. Warranty

DELETED - NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles Combined single limit of \$1,000,000.

- d. Professional Liability Insurance, \$1,000,000 each occurrence/\$2,000,000 aggregate limit. If written on a claims-made basis, each such policy shall remain in effect for at least six (6) years following the termination of this Contract.
- e. Excess Liability Insurance, Umbrella Form \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- f. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. All certificates and policies shall contain the following provision:
 - "Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place."
- h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- i. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
- j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the Town for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all conditions of the RFQ and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED - NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED - NOT APPLICABLE.

14. Independent Contractor Status/Key Personnel

The Contractor shall provide services under this Contract as an independent contractor with the Town and not as an employee of the Town. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

The Contractor's key personnel assigned to this project and their project roles are as stated in the Response submitted by the Contractor attached hereto.

There shall be no change to these personnel assignments without the prior written consent of the Town, which consent shall not be unreasonably withheld. In the event substitution of personnel is requested by the Contractor or the Town, written notice of such request shall be timely provided in writing to the other party. The Town shall have authority to reject any proposed replacement personnel if it reasonably and timely deems such proposed replacement to be unsatisfactory.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth

of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town.

17. Criminal Background Screening

For each employee of the Contractor who is rendering services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/Force Majeure

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of performance.

19. Termination

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- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the

Contractor.

- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for performance due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract, each notice required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the Town: Martha L. White, Town Administrator

Natick Town Hall 13 East Central Street Natick, MA 01760

With a copy to: John P. Flynn, Esq.

Murphy, Hesse, Toomey & Lehane, LLP 300 Crown Colony Drive, Suite 410 Quincy, MA 02169

If to the Contractor: President

Walker Parking Consultants/Engineers, Inc. 4904 Eisenhower Boulevard, Suite 150,

Tampa, FL 33634.

21. License

The Town shall have unlimited rights, for the benefit of the Town, in all drawings, designs, specifications, notes and other work developed in the performance of this Contract, including the right to use same on any other project of the Town, without additional cost to the Town; and with respect thereto, the Contractor agrees and hereby grants to the Town an irrevocable royalty-free and nonexclusive license to all such data, which he may cover by copyright, and to all designs as to which he may assert any rights or establish any claim under any patent or copyright laws. The Contractor shall obtain similar irrevocable royalty-free nonexclusive licenses from the Contractor's consultants consistent with this Contract.

22. Certifications

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The Contractor hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for or in connection with, the award of this Contract.

The Contractor hereby certifies that no consultant to or subcontractor for the Contractor has given, offered or agreed to give any gift, contribution or offer of employment to the Contractor, or to any other person, corporation or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Contractor.

The Contractor hereby certifies that no person, corporation or other entity, other than a bona fide full time employee of the Contractor, has been retained or hired by the Contractor to solicit for or in any way assist the Contractor in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract to the Contractor.

The Contractor hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty of the Massachusetts General Laws and that the Contractor has filed and will continue to file an audited financial

statement as required by subsection (d) of said section thirty-nine R.

The Contractor is hereby prohibited from receiving any extra payments for work for basic services that should have reasonably been anticipated by the Contractor.

The Contractor shall maintain all books, records and accounts related to the Project in compliance with the following:

- 1. The Contractor shall make, and keep for at least six (6) years after final payment, books, records and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.
- 2. Until the expiration of six (6) years after final payment, the Owner, the Office of the Inspector General and the Commissioner of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Contractor and of its subcontractors and consultants that directly pertain to, and involve transactions relating to the Project and to the Contractor or its consultants in relation to the Project.
- The Contractor shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Owner, including in the Contractor's description the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes.
- 4. The Contractor has filed a statement of management on internal accounting controls prior to the execution of this Contract.
- 5. The Contractor has filed prior to the execution of this Contract and will continue to file annually, an audited financial statement for the most recent completed fiscal year.
- 6. The Contractor shall file with the Owner a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:
 - (a) Transactions are executed in accordance with the management's general and specific authorization;
 - (b) Transactions are recorded as necessary (i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and (ii) to maintain accountability for assets;
 - (c) Access to assets is permitted only in accordance with management's general or specific authorization; and

- (d) The recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any difference.
- 7. The Contractor shall also file annually with the Owner a statement prepared and signed by an independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:
 - (a) whether the representations of management are consistent with the result of management's evaluation of the system of internal accounting controls; and
 - (b) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Contractor's financial statements.
- 8. During the term, the Contractor shall annually file with the Commissioner of Capital Asset Management and Maintenance and the Owner of this Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the Owner upon request.
- 9. Records and statements required to be made, kept or filed in compliance with the provisions of this Contract shall not be public records, as defined in section seven of chapter four of the Massachusetts General Laws.

23. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing performance under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Response was 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.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

- k. Prevailing wage rates, as contained in the Response documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- The Contractor shall not discriminate against or exclude any person from 1. participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be

invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

The Town of Natick, Massachusetts	Walker Parking Consultants/Engineers, Inc.
by: the Natick Board of Selectmen	by:
Jonathan H. Freedman., Chairman	Signature
Susan G. Salamoff, Vice Chairman	Printed Name
Richard P. Jennett, Jr., Clerk	Printed Title
Michael J. Hickey, Jr.	
Amy K. Mistrot	-
Dated:	Dated:
APPROVED AS TO AVAILABILIT	Y OF APPROPRIATION:
In accordance with the require	ements of M.G.L. Chapter 44, Section 31C, this is to nount of this Contract is available therefor, and that the zed to execute this Contract and to approve all
	Dated:
Arti P. Mehta Comptroller, Town of Natick	
APPROVED AS TO FORM ONLY	, AND NOT AS TO SUBSTANCE:
	Dated:
John P. Flynn, Esq.	

CERTIFICATE OF VOTE

I,			, hereby certify	
(Clerk	/Secretary)			
that I am the dul	y qualified and	acting		of
(Comoro	tion Name)		(Title)	
` •	•			
and I further cer held on following vote v	20, a	it which meeting al	ors of said Corporation du l Directors were present a	ly called and and und voting, the
VOTED: To au	thorize and emp	ower either		
(Name)	(Title)	. or		
	(Title)			
(Name)	(Title),			
any one acting s	ingly, to execute	e all contracts and	bonds on behalf of the Co	rporation.
I, further certify 20 and has	that the above vanot been change	vote is still in effec ed or modified in a	t on this the day of _ ny respect.	
	Signature	;		
	Printed N	lame		
	Printed T	itle		

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)



20 Park Plaza, Suite 1202 Boston, MA 02116

Office: 617.350.5040 Fax: 888.502.5726 www.walkerparking.com

August 23, 2017 Revised September 15, 2017

Mr. Bryan Le Blanc Procurement Officer Town of Natick 75 West Street Natick, MA 01760

Re:

Proposal for Planning Design Services

Natick Center Parking Garage

Natick, MA

Dear Bryan,

Walker Parking Consultants is pleased to submit for your review the proposal for planning designer services related to the design and construction of a new parking garage in Natick Center.

PROJECT UNDERSTANDING

The Town of Natick has identified a need for additional downtown parking to allow for the redevelopment of Natick Center. The proposed facility is intended to serve the needs of the community including residents, office and commercial users, and visitors to the Town. The facility is expected to provide a friendly and attractive presence which blends with the pedestrian nature of the neighborhood. The facility is currently expected to provide at least 400 parking spaces and may include some mixed-use development.

The Proposed Development Site is located at 20 Middlesex Avenue and 33 Summer Street. The site is comprised of five town-owned parcels currently used as a municipal parking lot and was previously the site of the former Middlesex Avenue municipal garage. Walker understands that the Town may consider acquiring adjacent properties if it is advantageous to the development of the Proposed Development Site.

Walker also acknowledges the Natick 2030+ Project, which focuses on identifying the Town's future goals and outlining the process of reaching those goals. The comprehensive plan focuses on eight primary areas:

- · Land use;
- · Housing;
- Economic development;
- Natural, cultural and historic resources;



- Open space and recreation;
- Services and facilities;
- Transportation and circulation;
- Implementation.

Throughout this project Walker will take all aspects of this plan into consideration and the implications it may have on parking.

SCOPE OF SERVICES

The Town of Natick has requested a conceptual development strategy for designing, permitting, financing, building, and operating a public parking structure at the Proposed Development Site. Walker is Teaming with sub-consultants VHB and Abramson & Associates to meet the Town's needs for this project. Our Team proposes the following Scope of Service; proposals from VHB and Abramson & Associates are included with this proposal in the appendices. Walker will be the Prime Consultant.

PHASE 1: EXISTING CONDITIONS ANALYSIS

TASK 1.1 ORGANIZATIONAL MEETING (PROJECT KICK-OFF MEETING)

Our Team will meet with the applicable Town of Natick (Town) project representatives to discuss the critical facets of the study and to collect available information from the Town and other stakeholders identified by the Town, including previous reports not already in hand. The type of information we typically seek includes, but is not limited to:

- Specific parking facility data such as the official name of each municipal lot, their physical addresses, space counts, rates, hours of operation, available on-street parking inventory data;
- Data related to the inventory and ownership of private parking spaces within the study area (if available);
- Past parking occupancy data;
- Historical revenue and expense data related to parking operations within the study area;
- Current and projected population demographics and trends;
- Information on planned and proposed development projects set to occur within the study area, and any contractual agreements the Town may have for parking in specific areas.

We have preliminarily established the Study Area to bounded by: the rail tracks, Mulligan Street, E Central St., Morse St., Commons St., S. Main St., Pond St., Palmer Ave. and Spring St. This can be adjusted based on Town needs. The organizational meeting will be used to determine the boundary, definition, and characteristics of any "sub-areas" of the study area that require our specific attention because of their unique characteristics.



TASK 1.2: REVIEW AND EVALUATE EXISTING DATA

Our Team will review and evaluate existing data, reports, and historical information provided to the Team by the Client and the Owner. We will submit any further data requests from the Client and/or the Owner as deemed applicable. We anticipate that the Client and/or the Owner will provide copies of any available surveys and/or plans of the Site and/or surrounding areas as well as any Project-related technical data including any historical environmental reports, planning reports, design reports, or similar.

TASK 1.3: CONFIRM PARKING INVENTORY (FIELD COUNTS)

Our Team will conduct a detailed inventory of on-street and off-street public and private parking within the study area previously defined by the Client. The data collected will be compared to prior inventories prepared as part of other studies to determine if the basis of the prior studies has changed in the years since those studies were prepared. This inventory process will also include identifying metered and nonmetered spaces, restricted parking areas (specific use spaces), rates, hours of operation, enforcement, and the existence of other space uses such as loading zones.

TASK 1.4 DEVELOP AND IMPLEMENT DATA COLLECTION PLAN

Based on the Team's review of existing data, discussions with the Town and our inventory of the parking supply, the primary study area and any peripheral parking facilities will be further defined. A plan for gathering occupancy and sample turnover and sample duration of stay data will be developed. The data collection plan will consist primarily of fieldwork to verify available information or to gather new information needed for the successful completion of the study. Collection issues to be discussed during the Organizational Meeting include:

- Parking Occupancy Surveys (One (1) typical Weekday & Saturday for 16 hours, allowing for weekday midday/weekday evening and weekend midday analysis)
- On-street sampling of Turnover/Duration of Stay characteristics (via limited scale license plate survey or other means) during one weekday.

TASK 1.5: ANALYZE EXISTING PARKING DEMAND AND SUPPLY

Based on the verification of public and private parking space inventory and field ground counts and surveys, the Team will determine the parking supply and demand for each block and for each sub-area of the study area. This supply and demand analysis will include an evaluation of the parking supply and demand by land use. Information necessary for determining the land use by block will be requested from the Town.

TASK 1.6: PERFORM MIXED-USE DEVELOPMENT MARKET ASSESSMENT AND CAPACITY



The Team will perform a mixed-use development market assessment consisting of the following:

1.6.1 Market Assessment

Review past studies and conduct primary research and assessment of the market and (re)development potential for mixed-use development in Natick Center study area. The assessment shall be of the nature of an overview with primary research comprising interviews of industry/market participants which shall be integrated with the consultant's understanding of the regional market and Natick's position within it and developments in comparable downtowns along with consideration of relevant analytics in recent study.

1.6.2 Estimate Development Capacity

Evaluate buildings and sites within the study area to estimate their capacity to accommodate mixed-use development.

1.6.3 Estimate Potential Parking Demand

Based on market assessment/development capacity, and parking characteristics of comparable town center developments, estimate the potential demand generated from existing and new (re)development and the number of spaces that could reasonably be anticipated to be accommodated on-site versus required off-site.

1.6.4 Estimate Real Estate Tax Benefits from Potential (Re)Development

Estimate potential assessed valuation and real estate taxes from potential private (re)development to inform cost-benefit analysis of alternative parking strategies.

1.6.5 Functional/Mixed-Use Programming and Site Evaluation

Based on physical design and cost input, strategize and assess the potential for incorporating mixed-use space and/or development in or integrated with a new Middlesex Deck and alternative siting options:

- a. Estimate/recommend the type, amount, configuration, market demand for, and potential market performance (rent/vacancy) of retail, office, cultural space within a new Middlesex Deck
- b. Evaluate/strategize potential for integrating additional mixed-use development (e.g. multi-family) with a new Middlesex Deck on an expanded site in terms of site capacity/program, market potential, parking implications, and illustrative financial feasibility
- c. Evaluate alternatives incorporating private parcels in addition to the Cityowned site in terms of ability to accommodate additional mixed-use development and/or more efficiently accommodate targeted parking



Using the current parking conditions analysis the Team will analyze the correlation between land use and parking activity to develop a parking model that can be used to better understand the spatial relationship between parking and destinations within the study area. This information will then be used to project additional parking needs generated by programmed/proposed/potential development/ redevelopment activity, including absorption of presently vacant space. Vacancy information and information related to potential development scenarios will be based on information provided by the Town.

Future parking conditions will be evaluated using growth estimates plus information on specific development and/or redevelopment projects that are either being proposed, planned, or constructed within the study area or peripheral area of influence. If specific development projects are not known, the Team will agree with the Town on appropriate assumptions for potential future growth. New construction that may replace existing parking will also be factored into the future estimate of parking supply, if applicable.

TASK 1.8: ASSESSMENT OF FUTURE PARKING DEMAND

Based on the parking related information and data gathered in the prior sub-tasks, projections of future parking demand will be formulated on a per-block basis for short-term (0-5 years) and long-term (5+ years) time periods.

TASK 1.9: PERFORM TRAFFIC VOLUME ASSESSMENT

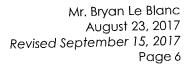
Our Team will review and evaluate existing information and reports as they relate to traffic on Middlesex Avenue and Main, Spring and Summer Streets. If current background traffic counts are not available from the Natick 2030 Masterplan, the Team will perform limited traffic counts not to exceed \$500. The Team will estimate added traffic volumes to the listed streets under peak conditions and comment on the design variables that will affect traffic such as curb-cut locations, etc. For the purpose of this review, detailed traffic count and detailed capacity analyses are not assumed. A comprehensive traffic impact study would need to be prepared in the future as part of the preparation of design level documentation that will occur pending the outcome of this planning level review.

TASK 1.10: MOBILITY ANALYSIS

Our Team will observe bike and pedestrian patterns during our Data Collection Days as listed above and note the patterns and order of magnitude volumes. The Team will note connectivity to the Natick Center Commuter Rail Station and Cochituate Rail Trail and note the impacts and connectivity to the area surrounding the parking facility. These observations will be reviewed and alternatives will be explored for incorporation into recommended design concepts.

TASK 1.11: COMPILED EXISTING CONDITIONS PLAN







Using information provided by the Client, the Owner, and/or readily available from online sources, including, but not limited to, Town mapping, MassGIS, and/or prior surveys (provided by the Client and/or the Owner), the Team will develop a compiled base map to serve as the existing site survey, suitable for the conceptual level analysis described herein.

As part of this effort, we will review any relevant soil data maps, historical utility maps provided by the Town, information obtained from the Phase 1 Site Assessment (task 1.12), and/or environmental reports in the study area to develop an understanding of anticipated underground conditions. Any issues discovered related to soil, geotechnical, hydrological and similar conditions will be noted in a memorandum and will be noted in the final report.

Note that this Task does not include a complete "existing conditions plan of land" prepared by a Professional Land Surveyor. The Team assumes that, at the request of the Client and/or Owner, a separate Scope & Fee will be prepared for this, if it is warranted.

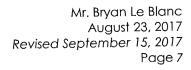
New geotechnical exploration (i.e. new borings / soil sampling) and testing is not included in the scope of this survey. These services can be provided as an additional service if requested by the Town and will require the Team to retaining an additional subconsultant.

TASK 1.12: PHASE I ENVIRONMENTAL SITE ASSESSMENT

The Team has been requested to provide an ASTM Phase I Environmental Site Assessment (Phase I ESA) for the 5 parcels of land currently being used as a paved parking lot at 20 Middlesex Avenue and 33 Summer Street in Natick, Massachusetts. The 5 parcels collectively comprise approximately 0.92 acres of land and are further defined by the Town of Natick Assessor's Office as Lots 387, 388A, 388B, 388C, and 388D on Plat Map 43. The Town noted that there are a couple adjacent parcels that may be acquired as part of this project; those parcels can be included in the ESA if the parcels are identified prior to beginning the ESA.

The Phase I ESA will be conducted to identify Recognized Environmental Concerns (RECs), Controlled Recognized Environmental Conditions (CRECs), and Historical Recognized Environmental Conditions (HRECs) as defined in ASTM 1527-13 and based on a review of available environmental information, and observations for overt evidence of a release or threat of a release of oil and/or hazardous materials on or in the vicinity of the Site. The assessment will be conducted in accordance with the standards established by ASTM E 1527-13 "Standard Practice for Environmental Site Assessments All Appropriate Inquiry" (the Standard).

The Team will gather information that is required by the Standard that is publicly available, obtainable from its source with reasonable time and cost constraints, and which is practicably reviewable as defined by the Standard. The following tasks will be conducted:





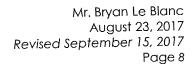
1.12.1 Regulatory File Review/Site History

- Purchase a computer environmental database search (i.e., EDR Report) of federal and state files. The federal databases will include the current Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS), National Priorities List (NPL), Resource Conservation and Recovery Act (RCRA) Transportation, Storage and Disposal (TSD), RCRA Generators, RCRA No Longer Registered (NLR) Generators and Emergency Response Notification System (ERNS) list. The state databases will include the Massachusetts Inventory of Hazardous Materials Release Sites (the State-equivalent CERCLIS list), Registered Underground Storage Tanks (USTs), Leaking Underground Storage Tanks (LUSTs), Spills, and Solid Waste Landfills (SWLF).
- Review relevant on-line files at the Massachusetts Department of Environmental Protection's (MassDEP's) web site (as applicable). The MassDEP files, if any exist for the Site and any surrounding properties of interest, may provide additional information regarding past ownership; historic site usage; past usage, storage and disposal of oil and/or hazardous materials on and adjacent to the Site; and other evidence of potential environmental impacts.
- Review available municipal files for the Town of Natick in an effort to confirm ownership history and past usage. The site history review may also reveal reports of historic spills, disposal areas or other past releases of oil and/or hazardous materials on/ or adjacent to the Site. Resources may include tax records, Health Department records, Building Department records, and Fire Department records.
- Team may also review available as-built plans, environmental site assessment reports, historic maps, on-line aerial photographs, and city directories to help confirm ownership history and past usage of the Site. These sources may help to identify the potential for historic spills, disposal areas, and/or storage of oil and/or hazardous materials on or adjacent to the Site.

1.12.2 Interview/Visual Site Inspection

The Client will provide the Team with a name and contact information for Site access. The Site access contact will be someone knowledgeable about the Site and any current or former building(s) and tenants, if possible. The Site access contact should accompany the Team during our visual inspection of the properties. The Client will secure any required permissions/access agreements for the Team to visually inspect the Site.

If available on the day of visual inspection, the Team will interview the current owner(s), operator(s), previous owners if practical, and/or people knowledgeable about the Site for pertinent information regarding Site history, known release of oil and/or hazardous materials, past use, storage, and disposal of oil and/or hazardous





materials, past environmental violations, reports and/or related documentation; and any other relevant information.

The Team will conduct a visual inspection of the Site to observe overt evidence of a release or threat of a release of oil and/or hazardous materials. We will also walk the Site boundaries/limits (as indicated by the municipal information for the address(es)) to observe and note the uses of abutting properties.

1.12.3 Report

The Team will prepare one written Phase I Environmental Site Assessment Report describing conditions at the Site. We will provide one electronic copy of the report. If a hard copy is requested, it will be billed at standard document production costs.

TASK 1.13: REVIEW AND EVALUATE EXISTING INFRASTRUCTURE CAPACITY

Our Team will review and compile information provided by the Client and/or Owner regarding existing water, sewer, storm water, electricity, gas, and communications services within the vicinity of the Site. We will summarize its findings regarding existing utility services and will analyze their capacity to serve the Project.

TASK 1.14: ZONING/PERMITTING ANALYSIS

1.14.1 Local Zoning

The Team will review and evaluate the existing provisions of the Town of Natick Zoning By-Law as it relates to the study area and the proposed Project. We will summarize the various options for securing permits for constructing a parking structure on the Site, which may include the possibility of Special Permit application, zoning change or zoning by-law revision.

1.14.2 Other Local Regulations

The Team will review and evaluate the various regulations published by the Town of Natick Departments, Boards, and Commissions as they relate to the study area and the proposed Project. We will summarize its findings to include which regulations may potentially impact the design, permitting, or construction of the Project and to what extent.

1.14.3 State MEPA Review

The jurisdiction of the Massachusetts Environmental Policy Act (MEPA) review extends to projects undertaken by a state agency, aspects of a project within the subject matter of any required state permit; a project involving state financial assistance, and aspects of a project within the area of a land transfer. It appears that the project



may pursue state financial assistance or may involve a land transfer, thereby establishing the potential for MEPA jurisdiction.

MEPA review is required when one or more review thresholds are met or exceeded. Review thresholds cover a range of topics, including land alteration, trip generation, new parking spaces, wetlands, and rare species. We will evaluate the likelihood that MEPA review will be required for this project. If it appears that MEPA review will be required, we will identify the level of review likely to be required by the Secretary of Environmental Affairs (i.e., ENF or EIR).

PHASE 1: DELIVERABLES

The Team will deliver:

- A baseline conditions report providing:
 - Mixed-use market analysis;
 - Buildout and parking capacity assessment;
 - o Phase I ESA;
 - o Traffic volume assessment;
 - o Mobility analysis;
 - Utility and infrastructure review;
 - Zoning/permitting analysis;
- Compiled existing conditions plan.

The findings of the parking/transportation related analyses will be summarized in a technical memorandum for inclusion in the submittal documents. The purpose of the memorandum is to identify key takeaway points and highlights of the review rather than an exhaustive report such as traffic impact and parking study that is prepared for permitting purposes. Such detailed reports will be prepared as part of future design tasks that may result from the findings of the planning level review that will be performed as part of this contract.

PHASE 2: STAKEHOLDER OUTREACH PROCESS AND DELIVERABLES

TASK 2: OUTREACH PROCESS AND DELIVERABLES

The Team will provide and deliver the following:

- Interviews with at least eight key local, regional and state stakeholders specified by town staff. This is assumed to be done at up to three meetings;
- Facilitation of up to three public input meetings to review products from Phases 1, 4 and 5;



- Documentation and organization of input received at interviews and meetings;
- Evidence of integration of input into Phases 3-5 deliverables;
- A comprehensive archive and report of testimony and input by stakeholders and public meeting participants.

PHASE 3: FEASIBILITY ASSESSMENT AND GENERAL DEVELOPMENT RECOMMENDATIONS

TASK 3.1: STRUCTURED PARKING FEASIBILITY

The Team will identify the programming requirements and general feasibility by combining the results of the supply/demand analysis under Phase 1. Team members will examine the need for a parking facility and identify those proximate parcels or demand generators that it would likely serve. Issues to be reviewed include:

- Need for adjacent land/site acquisition;
- Number of spaces required;
- Mixed-use opportunities within the parking facility;
- Future adaptive re-use of the parking facility;
- Zoning requirements (setbacks, height restrictions, etc. Also see Task 1.14);
- Opinion of probable cost.

This task is a preliminary effort to help identify for the Town the conceptual placement of a facility as well as the level of financial commitment necessary to support such an endeavor.

TASK 3.2: ESTABLISH PROGRAMMING REQUIREMENTS

Criteria will be developed for structured parking based on the Town's and stakeholder's goals for this project as well as the established short and long-term parking demand. These criteria will include:

- Number of spaces required;
- Categories of users to be served;
- Site size requirements (dimensions);
- Vehicular access locations;
- Pedestrian access, walking distances;
- Optional site opportunities (mixed-use wrapping facility or topping facility (or both) with complementing uses);



- Internal functionality;
- Parking economics (efficiency, cost/space);
- Operational issues (method of control);
- Sustainability;
- Total estimated development cost;
- Height restrictions;
- Site conditions (subsurface conditions, topography);
- Zoning requirements/restrictions;
- Phasing options;
- Construction timeline estimate;
- Architectural/Aesthetic/Historical impacts.

From past experience, this process will also include a timing or implementation schedule which will serve as the basis for short-term (0-5 years) and long-term (5 + years) plans. The capacity of the facilities will be related to issues other than peak hour demand which include:

- User Mix Long-term users can be parked in a less generous configuration than
 retail and other types of users. Practical capacity requirements (85th percentile),
 allowing for shorter search times and more convenient parking are another factor
 influencing capacity requirements.
- Peak Hour Flow Heavy concentrations of auto traffic during peak hours require greater roadway/traffic aisle capacity.
- Shared Parking Potential Some combinations of user groups have better shared parking potential than others, such as special event users and office employees. Shared parking arrangements sometimes require special operational features that may impact capacity.
- Traffic Issues The ability of the surrounding street network to absorb peak hour flows of traffic generated by the development of parking. Identify potential traffic improvements that may be required to accommodate anticipated (new or increased) usage levels.

Given these variables, the Team will work closely with the Town to determine the conditions most likely to occur. Options will be presented and discussed with Town representatives to solicit comments and discuss various advantages and disadvantages of each potential site solution.

task 3.3: financial considerations and ownership options

Forecasts of annual gross parking revenues will be prepared utilizing estimates of anticipated parking usage and activity (e.g., short-term, long-term, monthly, commuter,



etc.) and applying preliminary parking rate schedules. Revenue projections for ten (10) years after opening the facility will be made.

A Pro Forma Statement of Income and Expenses (10 years) for the conceptual parking structure based on the program requirements above will be prepared and include the following:

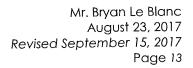
- Development costs;
- Financing costs;
- Annual debt service / required debt service coverage;
- Utility costs;
- Annual capital improvements;
- Operating expense including labor & maintenance costs;
- Parking income including potentially new revenue streams (e.g. mixed-use, leased space, etc.);
- Income before/after debt service;
- Net profit (loss);
- Debt service coverage;
- Break-even point.

An inflation factor will be applied to expenses and revenue estimates subject to annual increases to best represent net profit (loss) and projected debt service coverage.

Annual facility operating / maintenance expenses will be estimated to arrive at net revenues available to amortize the capital investment. All projections and debt amortization periods will be for a future date or dates to be mutually established by the Team and Town, including interest rates to be used in the financial analysis.

The financial feasibility of a project may ultimately influence the final development plan. If it is determined the facility cannot generate sufficient income to financially support its existence, the Team may recommend rate increases for the parking program that may be needed and appropriate to meet the required debt service coverage ratio. Potential cost reductions (value engineering) in the program will be assessed to offset the use of rate increases.

Best practice financial planning for municipal parking programs dictates that sufficient revenues are generated to not only fund the daily operations of the program but to create reserves to fund future program improvements such as parking facility development, repairs, and program expansion. For these reasons, we will evaluate the effect that each of our recommendations will have on the financial performance of the parking system in terms of on-going revenues and expenses as well as potential capital expenditures.





For a limited number (three to four) of alternatives (integrating such factors as number of spaces, siting, mixed-use, and/or ownership/financing structure) to be selected by the town, perform cost-benefit analysis, integrating construction and other development costs and operating financial estimates for the parking structure and real estate tax implications to provide the town with a well-considered basis for selecting a preferred scheme with which to proceed.

In addition, alternatives for Town funding of a new parking structure will be identified and reviewed. Options such as public/private mixed-use joint ventures and other creative and "outside the box" delivery options will be identified, where possible, to reduce or possibly eliminate the financial impact of new parking development on the Town. The possible use of MassDevelopment financing models such as DIFs or 23-L programs will be reviewed. The Team will also consider and provide comment on the feasibility of a private entity constructing and operating the parking facility for the Town.

Our financial projections are assumed to be for planning and budgeting purposes but will not be at a level of detail needed for the purposes of obtaining financing.

PHASE 3: DELIVERABLES

The Team will deliver the following:

- Programming and Feasibility Assessment report that outlines financial considerations and benefits of parking;
- Vision and Goals report for developing and operating parking;
- Program Recommendations (size, sustainability, function, etc.)
- Design Program (structural system, massing, design, etc.)

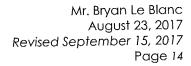
PHASE 4: CONCEPTUAL SITE DESIGN STUDY

TASK 4.1: CONCEPTUAL DESIGN STUDY

After preferred program requirements are selected, functional design concepts and preliminary structural design will be performed to further explore the design and to ensure the garage can be constructed within the identified site constraints.

Structural schematics will include a discussion of structural system selection and column locations, bay sizes and general framing for the parking floors. If geotechnical information is available, a preliminary assessment of the foundation requirements may also be performed.

Two Concept Designs will be provided and will include the following information: Site, Grade, Typical and Roof Plans, which will delineate:





- Basic site characteristics and program information;
- Vehicular ingress and egress Locations;
- Ramping methods, slopes and locations;
- Internal traffic flow;
- Parking geometry, including bay widths/heights, parking angle and stall widths;
- Per floor space counts;
- Parking access & revenue control system;
- Stair/elevator locations and basic geometry;
- Potential ground floor space;
- Below grade options (if applicable);
- Efficiency on sq. ft. per space basis.

As requested by the Town, incorporating of a photovoltaic array (PV) will be considered for the structure.

TASK 4.2: CONCEPTUAL DESIGN OPINION OF PROBABLE COST

The Team will perform an opinion of probable construction cost for both Concept Designs. The estimate will be broken down into CSI Division format.

PHASE 4: DELIVERABLES

The Team will deliver the following:

- Generation of two functional design concepts;
- Appropriate conceptual drawings of parking levels and elevations;
- Conceptual rendering and isometric drawing (one per concept), and elevation views for each concept.
- Development impact summary for each concept stating major impact items;
- Opinion of probable cost and schedule for design/construction for each concept.

For conceptual renderings, the intent of the rendering will be to show general massing, exterior elements / framing, and relationship of the structure on the site. The intent is not to depict an extensive architectural design at this time as the current project scope does not include developing an architectural image for the structure. This is assumed to be part of a future design phase.



PHASE 5: COMPREHENSIVE DEVELOPMENT STRATEGY

TASK 5.1: COMPREHENSIVE DEVELOPMENT STRATEGY

The Team will provide a synthesis of an overall development plan for programming, designing, permitting, financing, constructing and operating a parking structure in the Study Area. This will also include:

- Necessary recommended zoning and policy changes to accomplish parking;
- Visions and goals of the town and stakeholders for this parking structure in Natick Center:
- Identification of significant infrastructure improvements (roadway, utilities, technology, etc.) or other public investments if required;
- Identification of financial advantages that can be accomplished by tax or other fiscal incentives from any level of government will be noted to achieve the parking vision.
- Expected benefits and impacts of developing operating a parking.

PHASE 5: DELIVERABLES

The Team will deliver the following:

- Baseline conditions analysis;
- Vision in goal statement;
- Preferred programming and design strategies;
- Conceptual and design alternatives;
- Comprehensive Development Plan outlining all recommended pre-development, design, construction and operations actions required for developing parking;
- A summary outline of the benefits and impacts of parking.

ADDITIONAL PROJECT MEETINGS

Beyond the meetings that are included in Task 1.1 Organizational Meeting and Task 2 Outreach Process and Deliverables, the Team is assuming up to six (6) design team progress meetings for this project. If additional meeting are required, these can be performed on an hourly fee basis.

DELIVERABLE FORMAT

In order to minimize the fee impact of expenses, all deliverables will be delivered in the form of one (1) hardcopy and an electronic (PDF) file.



SCHEDULE

The Team is Walker is available to begin this work within two week of receiving authorization to proceed. The following are projections for the schedule for each phase; actual schedule will depend upon several factors such as availability of information, availability of stakeholders / Town representatives, town review and approval processes, etc.

Phase	Approx. Time Frame
Phase 1	8 to 10 Weeks
Phase 2	Continues through Phases 1-5
Phase 3	3 to 4 Weeks
Phase 4	3 to 4 Weeks
Phase 5	2 to 3 Weeks

PROFESSIONAL FEE

The Team will complete the above scope of services for the lump sum fees provided in the following chart.

Phase	Lump Sum Fee	
Phase 1	\$78,500	
Phase 2	\$32,750	
Phase 3	\$44,750	
Phase 4	\$31,500	
Phase 5	\$12,500	
TOTAL FEE	\$200,000	

We appreciate the opportunity to be of service to the Town of Natick. Please contact me if you have any questions or require additional information regarding this proposal.

Yours very truly,

WALKER PARKING CONSULTANTS

Brandon Schrenker, PE (MA)

Project Manager



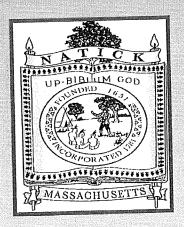
Enclosures: None

cc: Art Stadig, PE – WPC

AUTHORIZATION

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

TOWN OF NATICK Accepted by Signature: Printed Name: Title: Date:



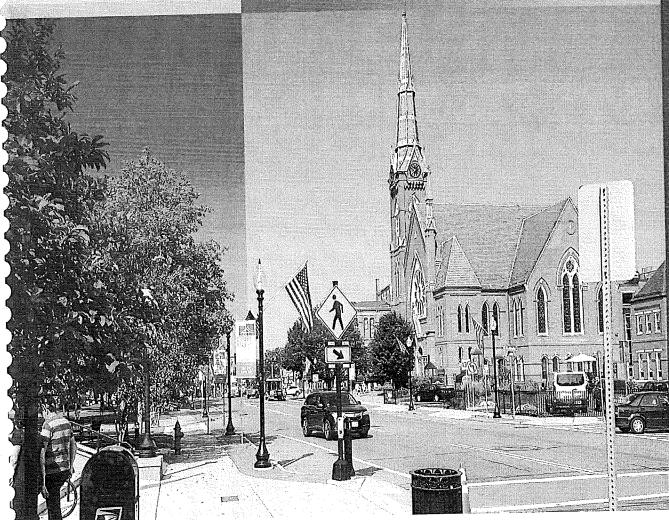


Response for the Provision of Planning Designer Services Related to the Design and Construction of

A New Parking Garage

July 31, 2017

Prepared for the Town of Natick





Walker Parking Consultants 20 Park Plaza, Suite 1202 Boston, MA 02116

Voice:

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Fax:

617.350.5048 www.walkerparking.com

July 27, 2017

Bryan LeBlanc **Procurement Officer** Town of Natick **DPW Building** 75 West Street Natick, MA 01760

Re:

Town of Natick

Provision of Planning Designer Services

Related to the Design and Construction of a New Parking Garage

Dear Mr. LeBlanc:

Walker Parking Consultants is pleased to submit this proposal for Planning Designer Services Related to the Design and Construction of a New Parking Garage for the Town of Natick.

Parking is critical to the continued growth of the Town. A new parking structure in Natick Center will provide parking for proposed developments, alleviate current parking issues, and encourage downtown vitality. A parking garage in the Town must be efficient, durable, and meet the needs of residents, employers, and visitors for years to come.

In order to achieve your goals, you will need a consultant team that is an expert in parking and who acknowledges Natick's comprehensive plan for the future. Walker Parking Consultants has the expertise and local knowledge to meet your objectives. For example:

Similar Experience - Walker has designed over 5,000 parking facilities and performed thousands of parking feasibility studies. We are currently working on over 25 different parking design project in New England. In the last ten years, Walker has designed approximately 1,000 parking facilities. Most importantly, Walker and the Team have direct study experience working in Downtown Natick on parking feasibility.

Expertise - Walker can hold your hand and steer you through the process of planning, financing, designing and operating a parking garage. All we do is parking, and we know more about it than anyone. We will make the process enjoyable.

Ability to Meet Schedule - Walker has pulled together a team that is capable of moving ahead to meet your schedule. All firms have the staffing and depth-of-bench to meet your needs.

With our comprehensive knowledge of the parking industry and over 50 years of experience, we are confident to call ourselves the leading parking consulting company in the nation. To us, it's not just about concrete and steel. We have constant access to our internal experts with respect to operations, management, security, parking equipment, traffic flow, maintenance, restoration, and more. Parking is not just a design exercise; it is our passion and chief concern. Our goal is to apply this passion toward providing you with the most user-friendly, cost-effective parking solutions. Our goal is to deliver a parking solution on time that meets the Town's needs for years to come.

Walker has teamed again with VHB and Abramson & Associates for this project. Together we can offer the Town of Natick the combination of senior-level staff experience and local service that the Town needs to create a viable plan for the future.

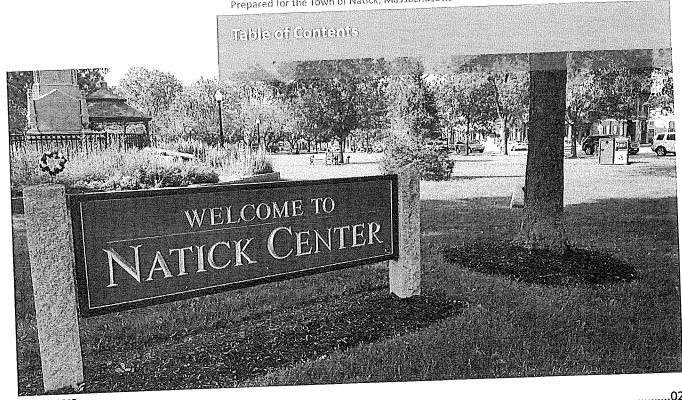
The following proposal demonstrates that we meet all criteria specified within the RFP and we accept all terms, conditions and requirements contained in the RFP.

We appreciate the opportunity to work on this exciting project for the Town of Natick. Please do not hesitate to contact me if you have any questions or require additional information.

Sincerely,

Arthur G. Stadig, PE Vice President

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5. Appendices:

- Appendix 1 Response Form
- Appendix 2 Conflict of Interest Statement
- Appendix 3 Conflict of Interest Certification Form
- Appendix 4 Certificate of Non-Collusion
- Appendix 5 Certificate of Tax Compliance
- Appendix 6 Certificate of Corporate Responder
- Appendix 7 Certificate of Non-Debarment
- . . . Appendix 8 Certificate of Compliance with Massachusetts General Laws Chapter 1518
- Appendix 9 Certificate of Insurability
- Appendix 10 Commonwealth of Massachusetts DSB Application Form

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PROJECT UNDERSTANDING

The Town of Natick has identified a need for additional downtown parking to allow for the redevelopment of Natick Center. The proposed facility is intended to serve the needs of the community including residents, office and commercial users, and visitors to the Town. The facility is expected to provide a friendly and attractive presence which blends with the pedestrian nature of the neighborhood.

Walker also acknowledges the Natick 2030+ Project, which focuses on identifying the Town's future goals and outlining the process of reaching those goals. The comprehensive plan focuses on eight primary areas:

- Land use;
- Housing:
- · Economic development;
- Natural, cultural and historic resources;
- Open space and recreation;
- Services and facilities;
- Transportation and circulation;
- Implementation.

Throughout this project Walker will take all aspects of this plan into consideration and the implications it may have on parking.

PROJECT APPROACH

Successful execution of the tasks outlined in the Request for Proposal requires both awareness of the underlying project issues and a proven methodology for finding optimal solutions. Our initial review of the project conditions suggests the following approach to key design, process, and management issues:

Phase I: Existing Conditions Analysis

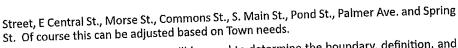
Task 1.1 Organizational Meeting (Project Kick-off Meeting)

Our team will meet with the applicable Town of Natick (Town) project representatives to discuss the critical facets of the study and to collect all information available from the Town, and any other stakeholders identified by the Town, including previous reports not already in hand. The type of information we typically seek includes, but is not limited to:

- Specific parking facility data such as the official name of each municipal lot, their
 physical addresses, space counts, rates, hours of operation, available on-street parking
 inventory data;
- Data related to the inventory and ownership of private parking spaces within the study area (if available);
- Any past parking occupancy data;
- Historical revenue and expense data related to parking operations within the study area;
- Current and projected population demographics and trends;
- Information on planned and proposed development projects set to occur within the study area, and any contractual agreements the Town may have for parking in specific areas.

We have preliminarily established the Study Area to bounded by: the rail tracks, Mulligan

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Additionally, this initial meeting will be used to determine the boundary, definition, and characteristics of any "sub-areas" of the study area that require our specific attention because of their unique characteristics.

Task 1.2: Review and Evaluate Existing Data

Our team will review and evaluate existing information provided in Task 1.1. Understanding existing data sources and their relevance is essential in determining the extent and scope of additional data collection requirements. Our team will compile any further data requests from the Town as required.

Task 1.3: Confirm Parking Inventory (Field Counts)

Our Team will conduct a detailed inventory by face of on-street and off-street public and private parking within the study area identified above to verify the accuracy of inventory information provided by the Town. The inventory will consist of ground counts conducted by Team members. This inventory process will also include identifying metered and nonmetered spaces, restricted parking areas (specific use spaces), rates, hours of operation, enforcement, and the existence of other space uses such as loading zones.

Task 1.4 Develop and Implement Data Collection Plan

Based on our review of existing data, discussions with the Town and our inventory of the parking supply, the primary study area and any peripheral parking facilities will be further defined. A plan for gathering occupancy and sample turnover and duration of stay data will be developed. The data collection plan will consist primarily of fieldwork to verify available information or to gather new information needed for the successful completion of the study. Collection issues to be discussed during the Organizational Meeting include:

- Parking Occupancy Surveys (One (1) typical Weekday & Saturday for 12 hours, allowing for weekday/weeknight and weekend day/weekend night analysis)
- On-street sampling of Turnover/Duration of Stay characteristics (via license plate survey) during one weekday.

Task 1.5: Analyze Existing Parking Demand and Supply

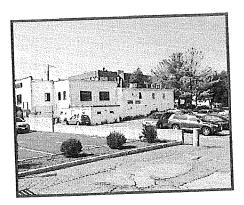
Based on the verification of public and private parking space inventory and field ground counts and surveys, our team will determine the parking supply and demand for each block and for each sub-area of the study area. This supply and demand analysis will include an evaluation of the parking supply and demand by land use.

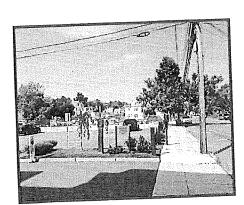
Task 1.6: Perform Mixed-Use Development Market Analysis and Capacity

Development information provided in Task 1.1 will be analyzed in order to determine the probable effects that these projects will have on parking supply and demand conditions within the study area in the future. As parking needs/requirements are typically analyzed in terms of spaces per 1,000 square feet (of retail, office, etc.), and per residential unit, our Team will evaluate the relationship between where people park and their respective destinations by reviewing available land use information. This information typically includes land use type, density, location, and current level of vacancy and is available from Natick's Planning Department (tax map codes/spreadsheets).

Our Team will perform a market assessment of potential for mixed-use redevelopment of properties around the study area. Primary research will be supplemented by review of past studies done for the Town. The purpose of this Market Analysis is to determine the potential increase in parking demand generators and when they might occur.

A discussion of the possible absorption rate of presently vacant commercial space will be





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completed where information is available. Due to the fact that currently vacant retail and business locations do not generate parking activity, reoccupation of vacant space could mean that additional parking demand will materialize if this space becomes occupied.

Task 1.7 Assessment of Existing Parking

As current parking conditions have been reviewed, documented and verified, it is then possible to begin our analysis of existing parking conditions. Our team will analyze the correlation between land use and parking activity to develop a parking model that can be used to better understand the spatial relationship between parking and destinations within the study area. This information will then be used to project additional parking needs generated by programmed/proposed/potential development/redevelopment activity, including absorption of presently vacant space.

Future parking conditions will be evaluated using growth estimates plus information on specific development and/or redevelopment projects that are either being proposed, planned, or constructed within the study area or peripheral area of influence. This will be supplemented by the limited Market Analysis. If specific development projects are not known, the Team will agree with the Town on appropriate assumptions for potential future growth. New construction that may replace existing parking will also be factored into the future estimate of parking supply.

To clearly illustrate the findings of existing parking conditions, a report including any required maps will be developed to demonstrate current parking supply versus demand and the impact parking prohibitions have on the characteristics of the parking habits and demand in the study area.

Task 1.8: Assessment of Future Parking Demand

Based on all of the information and data gathered to this point, projections of future parking demand will be formulated on a per-block basis for short-term (0-5 years) and long-term (5+ years) time periods.

The implications of the future parking supply, demand, and user group requirements should also be carefully understood. A well-conceived parking strategy that provides viable support to land use activities must be the primary objective of any Parking Program in order to create a successful short/long range solution. These projections will establish the parking needs as a baseline from which to identify and establish a parking program for the parking structure. In addition, these projections will assist in the identification of alternate parking sites, as appropriate. An estimated shortfall or surplus of parking on typical weekdays and weekends by sub-area will help isolate sectors within the area that would experience the greatest benefit from parking improvements.

The Team will work with the Town to determine the best approach toward parking that is for use by commuters. If appropriate, the Team will reach out to the MBTA for their opinion on parking demand for commuters.

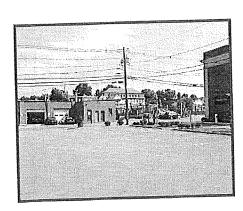
Task 1.9: Perform Traffic Volume Assessment

Our team will review and evaluate existing information and reports as they relate to traffic on Middlesex Avenue and Main, Spring and Summer Streets. If current background traffic counts are not available from the Natick 2030 Masterplan, the Team will perform traffic counts. The Team will estimate added traffic volumes to the listed streets under peak conditions and comment on the design variables that will affect traffic such as curb-cut locations, etc.

Task 1.10: Mobility Analysis

Our team will review and evaluate existing information provided in Task 1.1 related to bike and pedestrian traffic patterns. Our Team will observe bike and pedestrian patterns during





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our Data Collection Days as listed above and note the patterns and volumes. The Team will note connectivity to the Natick Center Commuter Rail Station and Cochituate Rail Trail and note the impacts and connectivity to the area surrounding the parking facility. These observations will be reviewed and alternatives will be explored for incorporation into recommended design concepts.

Task 1.11: Site Survey

Utilizing available Town mapping, GIS, and/or prior surveys (provided by the Town) the Team will develop a compiled base map to serve as the existing Site survey. Additionally the Team will review any relevant soil data maps, information obtained from the Phase 1 Site Assessment (task 1.12), and/or environmental reports in the study area to develop an understanding of anticipated underground conditions. Any issues discovered related to soil, geotechnical, hydrological and similar conditions will be noted in a memorandum and will be noted in the final report.

Task 1.12: Phase I Environmental Site Assessment

Our team will perform a Phase I ESA for the Study Area with appropriate recommendations for potential improvements to prepare the site for a parking structure.

Task 1.13: Review and Evaluate Existing Infrastructure Capacity

Our team will review and evaluate existing information as it relates to connection to water, sewer, storm water, power, gas, tell-data, wireless, and other relevant utility services. Our team will comment on any known reliability or location issues as relates to these utilities.

Task 1.14: Zoning/Permitting Analysis

Our team will review and evaluate the existing provisions of the Downtown-Use zoning as it relates to the study area. The Team will provide an opinion as to the optimal method for securing permits for constructing a parking structure on the Study Area. This will include the possibility of Special Permit application, zoning change or zoning by-law revision.

Our team will review and evaluate the requirements for the Massachusetts Environmental Protection Agency as it relates to the parking structure for the Study Area. We will determination whether MEPA will require an Environmental Notification Form (ENF). If it is required, we will make recommendations as to when the ENF should be filed and initiate the process if deemed appropriate.

Our team will review and evaluate the requirements for obtaining a Building Permit and other permits from local, state or federal agencies to construct a parking facility in the Study Area.

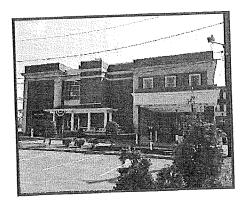
Phase 1: Deliverables

The Team will deliver the following:

- A baseline conditions report providing: a market analysis for mixed-use redevelopment in Natick Center, buildout and parking capacity assessment, site survey, Phase I ESA, traffic review, accessibility/mobility analysis, utility and infrastructure review, zoning/ permitting analysis;
- Maps of site topography, and description of hydrology, soils, environmental contamination, utility infrastructure, zoning, land use, buildings and traffic volumes.

Phase 2: Stakeholder Outreach Process and Deliverables

Task 2: Outreach Process and Deliverables



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The Team will provide and deliver the following:

- Interviews with at least eight key local, regional and state stakeholders specified by town staff;
- Facilitation of at least three public input meetings to review products from phases 1, 4 and 5;
- Documentation and organization of input received at interviews and meetings;
- Evidence of integration of input into phases 3-5 deliverables;
- A comprehensive archive and report of all testimony and input by stakeholders and public meeting participants.

Phase 3: Feasibility Assessment and General Development Recommendations

Task 3.1: Structured Parking Feasibility

By combining the results of the supply/demand analysis under Phase I, the Team will identify the programming requirements and general feasibility. Team members will examine the need for a parking facility and identify those proximate parcels or demand generators that it would likely serve. Issues to be reviewed include:

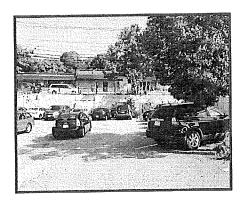
- Need for adjacent land/site acquisition;
- · Number of spaces required;
- Mixed-use opportunities within the parking facility;
- Future adaptive re-use of the parking facility;
- Zoning requirements (setbacks, height restrictions, etc. Also see Task 1.14);
- Estimated cost.

This task is a preliminary effort to help identify for the Town the conceptual placement of a facility as well as the level of financial commitment necessary to support such an endeavor.

Task 3.2: Establish Programming Requirements

Considering the Town's and stakeholder's goals for this project as well as the established short and long-term parking demand, a variety of criteria will be developed for structured parking. These criteria will include:

- Number of spaces required;
- · Categories of users to be served;
- Site size requirements (dimensions);
- Vehicular access locations;
- · Pedestrian access, walking distances;
- Optional site opportunities (mixed-use wrapping facility or topping facility (or both) with complementing uses);
- Internal functionality;
- Parking economics (efficiency, cost/space);
- · Operational issues (method of control);
- Sustainability;



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- · Total estimated development cost;
- Height restrictions;
- Site conditions (subsurface conditions, topography);
- Zoning requirements/restrictions;
- Phasing options;
- Construction timeline estimate;
- Architectural/Aesthetic/Historical impacts.

From past experience, this process will also include a timing or implementation schedule which will serve as the basis for short-term (0-5 years) and long-term (5 + years) plans.

The capacity of the facilities will be related to issues other than peak hour demand which include:

User Mix – Long-term users can be parked in a less generous configuration than retail and other types of users. Practical capacity requirements (85th percentile), allowing for shorter search times and more convenient parking are another factor influencing capacity requirements.

Peak Hour Flow - Heavy concentrations of auto traffic during peak hours require greater roadway/traffic aisle capacity.

Shared Parking Potential - Some combinations of user groups have better shared parking potential than others, such as special event users and office employees. Shared parking arrangements sometimes require special operational features that may impact capacity.

Traffic Issues - The ability of the surrounding street network to absorb peak hour flows of traffic generated by the development of parking. Identify potential traffic improvements that may be required to accommodate anticipated (new or increased) usage levels.

Given these variables, the team will work closely with the Town to determine the conditions most likely to occur. Options will be presented and discussed with SPA representatives to solicit comments and discuss various advantages and disadvantages of each potential site solution.

Task 3.4: Financial Considerations and Ownership Options

Utilizing estimates of anticipated parking usage and activity (e.g., short-term, long-term, monthly, commuter, etc.) and applying preliminary parking rate schedules, forecasts of annual gross parking revenues will be prepared. Revenue projections for ten (10) years after opening the facility will be made.

A Pro Forma Statement of Income and Expenses (10 years) for the conceptual parking structure based on the program requirements above will be prepared and include the following:

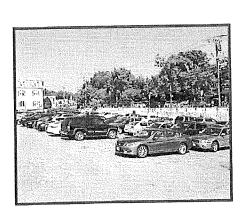
- Development costs;
- Financing costs;
- Annual debt service / required debt service coverage;
- Utility costs;
- Annual capital improvements;

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- Parking income including potentially new revenue streams (e.g. mixed-use, leased space, etc.);
- Income before/after debt service;
- Net profit (loss);
- · Debt service coverage;
- Break-even point.

An inflation factor will be applied to expenses and revenue estimates subject to annual increases to best represent net profit (loss) and projected debt service coverage.

Annual facility operating / maintenance expenses will be estimated to arrive at net revenues available to amortize the capital investment. All projections and debt amortization periods will be for a future date or dates to be mutually established by the Team and Town, including interest rates to be used in the financial analysis.

The financial feasibility of a project may ultimately influence the final development plan. If it is determined the facility cannot generate sufficient income to financially support its existence, the Team may recommend rate increases for the parking program that may be needed and appropriate to meet the required debt service coverage ratio. Potential cost reductions (value engineering) in the program will be assessed to offset the use of rate increases.

Best practice financial planning for municipal parking programs dictates that sufficient revenues are generated to not only fund the daily operations of the program but to create reserves to fund future program improvements such as parking facility development, repairs, and program expansion. For these reasons, we will evaluate the effect that each of our recommendations will have on the financial performance of the parking system in terms of on-going revenues and expenses as well as potential capital expenditures.

In addition, alternatives for Town funding of a new parking structure will be identified and reviewed. Options such as public/private mixed-use joint ventures and other creative and "outside the box" delivery options will be identified, where possible, to reduce or possibly eliminate the financial impact of new parking development on the Town. The possible use of MassDevelopment financing models such as DIFs or 23-L programs will be reviewed.

Our financial projections are assumed to be for planning and budgeting purposes but will not be at a level of detail needed for the purposes of obtaining financing.

Phase 3: Deliverables

The Team will deliver the following:

- A Programming and Feasibility Assessment report that outlines financial considerations and benefits of parking;
- A Vision and Goals report for developing and operating parking;
- Program Recommendations (size, sustainability, function, etc.)
- Design Program (structural system, massing, design, etc.)

Phase 4: Conceptual Site Design Study

Task 4.1: Conceptual Design Study





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After a preferred program requirements are selected, functional design concepts and preliminary structural design will be performed to further explore the design and to ensure the garage can be constructed within the identified site constraints.

Structural schematics will include a discussion of structural system selection and column locations, bay sizes and general framing for the parking floors. If geotechnical information is available, a preliminary assessment of the foundation requirements may also be performed.

Two Concept Designs will be provided and will include the following information:

- Site, Grade, Typical and Roof Plans, which will delineate:
 - Basic Site characteristics and program information;
 - Vehicular Ingress and Egress Locations;
 - Ramping Methods, slopes and locations;
 - Internal Traffic Flow;
 - Parking Geometry, including bay widths/heights, parking angle and stall widths;
 - Per floor space counts;
 - Parking access & revenue control system;
 - Stair/elevator locations and basic geometry;
 - Potential ground floor space;
 - Below grade options (if applicable);
 - Efficiency on sq. ft. per space basis.

Task 4.2; Conceptual Design Cost Estimation

The Team will perform an opinion of probable construction cost for both Concept Designs. The estimate will be broken down into CSI Division format.

Phase 4: Deliverables

The Team will deliver the following:

- Generation of two functional design concepts;
- Appropriate drawings of parking levels, sections, elevations;
- Renderings and isometric drawings, and elevation views for each concept;
- Development impact summary for each concept stating major impact items;
- Construction cost estimate and schedule for design/construction for each concept.

Phase 5: Comprehensive Development Strategy

Task 5.1: Comprehensive Development Strategy

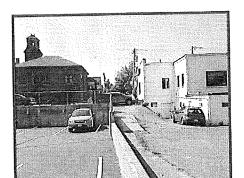
The Team will provide a synthesis of an overall development plan for programming, designing, permitting, financing, constructing and operating a parking structure in the Study Area. This also includes necessary recommended zoning and policy changes to accomplish parking. The visions and goals of the town and stakeholders for this parking structure in Natick Center should be clearly stated. If any type of significant infrastructure improvements (roadway, utilities, technology, etc.) or other public investments are required, the should be clearly stated. Any type of financial advantage that can be

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accomplished by tax or other fiscal incentives from any level of government will be noted to achieve the parking vision. Finally, the expected benefits and impacts of developing operating a parking structure will be stated.

Phase 5: Deliverables

The Team will deliver the following:

- Baseline conditions analysis;
- Vision in goal statement;
- · Preferred programming and design strategies;
- Conceptual and design alternatives;
- Comprehensive Development Plan outlining all recommended pre-development, design, construction and operations actions required for developing parking;
- A summary outline of the benefits and impacts of parking.

KNOWLEDGE OF CODES

Walker Parking Consultants has a history of developing thousands of parking facilities throughout the country. We have worked on hundreds of projects in the Commonwealth, including over 25 free standing parking structures similar to the one contemplated in Natick. Through this work, Walker has developed an extensive working knowledge of all codes and regulations pertaining to parking, including accessibility.

In addition, VHB has worked on hundreds of projects in the Commonwealth and provided consulting services related to local, state, and federal permitting required for the projects.

Walker has prepared dozens of projects that must conform with MGL 149 requirements for bidding and sub bids and has a thorough knowledge of these requirements. Walker also has a familiarity with the stretch energy code although its use is limited for most parking facilities as unfinished space.

The Team does not have specific experience in the relocation of offices and services other than our own experience in relocation. However, we will provide any necessary research in establishing the requirements as they relate to this study.

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ABRAMSON & ASSOCIATES, Inc.

Team's Current & Past Project Examples

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PROJECT TEAM

The success of your project will depend upon a wide variety of factors and no factor is more important than the people who will be working on the project. These individuals will bring their technical expertise, their ability to communicate, their ability to listen, and their ability to manage. The experienced team we have assembled for your program is carefully selected to provide the specialized services you need for your project.

Walker is teaming with sub-consultants VHB and Abramson & Associates on this project. Walker has successfully teamed with VHB and Abramson & Associates on numerous feasibility studies, garage assessment, capital programming, garage repair, and new garage design projects in the past.

The uniqueness of each project requires the proper mix of engineers, architects, technicians, and support personnel from our firm. We have assessed the projected workload for each of the team members assigned to this project to make sure that they have the appropriate amount of time in which to properly address your project requirements.

The following personnel are situated in Walker Parking Consultants Boston office, VHB's Watertown office, or Abramson & Associates' Newton office and will comprise the project team for the Town of Natick:

Walker Parking Consultants

Walker will be the Prime, take the lead in meetings and outreach, perform Task 3 Feasibility, Task 4 Concept Design, and Task 5 Development Strategy.

Art Stadig, PE - Principal In Charge

Art Stadig, PE, will serve as Principal in Charge for the Town of Natick parking garage project. *Art has previously performed parking consulting for Natick at this site*. Art has over 35 years of parking design and consulting experience. He is currently working with MassPort, the Rhode Island Convention Center Authority, the Town of Brookline, and Harvard University. Art will be supported by a professional staff of 20 in Walker's Boston office.

Brandon Schrenker, PE – Project Manager

Brandon Schrenker, PE will serve as Project Manager for the project. Brandon has been with Walker Parking for 13 years and has worked on a variety of new design and consulting projects. Brandon is currently working with MassPort, athenahealth, UMass Memorial, and Boston Children's Hospital. He recently served as Project Manager for a feasibility study, conceptual design, and cost estimating for a proposed parking structure for the Town of Windham, Connecticut.

Dan Kupferman, CAPP - Parking Operations Consultant

Dan has deep and broad parking operations knowledge, experience, and expertise. Prior to joining Walking 5 years ago, Dan worked as a commercial parking operator for sixteen years, then for a major meter manufacturer for four years. He earned his Certified Administrator of Public Parking (CAPP) credential from the International Parking Institute and the University of Virginia in 2009.

VHB will provide the supply/demand study, traffic volume assessment, mobility analysis, site survey, environmental site assessment, and review of the existing infrastructure capacity, and the zoning/permitting analysis.

Since 1979, VHB has partnered with private- and public-sector clients to provide the best technical skills in each of our practice areas through a seamless, integrated team approach

Progress Personnel

to collaboration. To address clients' dynamic needs, VHB has continued to grow and hone a diverse workforce that delivers personal service, value, responsiveness, and excellence. The firm's ability to help clients initiate and complete intricate, challenging, and important projects has given rise to an impressive portfolio of success, demonstrated by a high percentage of VHB's clients becoming repeat customers. The following personnel from VHB will be involved in this project:

Justin Dufresne, PE - Project Manager, Civil Engineering
Brittany Gesner, PE, ENV SP - Project Engineer (Civil)
Vinod Kalikiri, PE, PTOE, ENV SP - Traffic Engineer
Geoffrey Morrison-Logan, NCICS, NCICMF - Urban Planner
Paul McKinlay, PG, LSP - Oil and Hazardous Materials

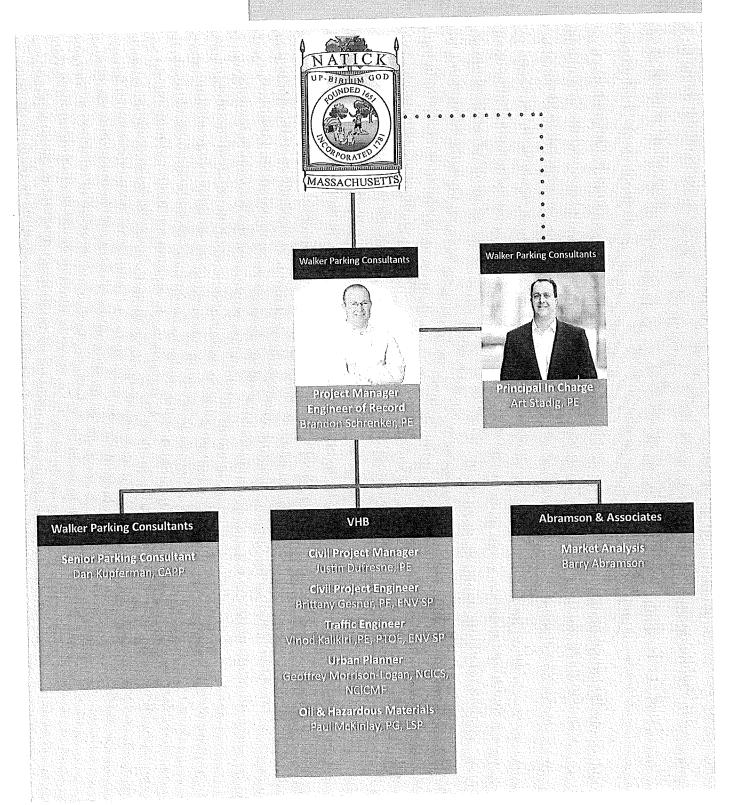
Abramson & Associates, Inc. will provide the Natick Center Market Analysis.

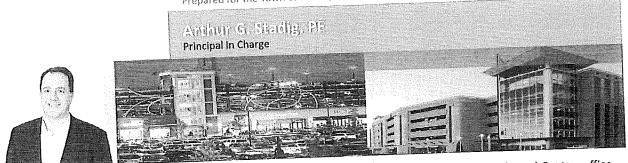
Abramson & Associates is a real estate advisory firm providing market and feasibility analysis, strategic planning for project and area redevelopment, and public-private implementation services for development RFP processes and public-private financing. The firm specializes in assisting public and community interests achieve their objectives in complex and challenging projects. The firm assisted the Town of Natick in evaluation and strategic planning for multiple projects in and near Natick Center, in collaboration with Walker Parking, including for redevelopment of the Middlesex Garage and has extensive experience in projects leveraging private development to provide public parking. Barry Abramson, President, with over 35 years' experience, will provide all of his firm's services for this project.

Additionally, Abramson & Associates will participate with other members of the consultant team in estimating development capacity of parcels surrounding the Study Area to absorb additional M-U development, evaluating and planning potential mixed uses for the garage, and, strategizing potential development and financing strategies.

Proposit Paradimen

Of representational Chart





EDUCATION:

Bachelor of Science, Civil Engineering, University of Colorado, 1982

REGISTRATIONS:

Licensed Professional Engineer in Colorado, Connecticut, Massachusetts, Maine, Michigan, New Hampshire, New York, Rhode Island, Vermont

AFFILIATIONS:

Executives

American Society of Civil Engineers
New England Parking Council
Providence Foundation
International Parking Institute
Urban Land Institute
Airports Council International-North
America
American Association of Airport

Art Stadig is the Managing Principal for Walker Parking Consultants' Boston office and has served as Project Manager on many of the jobs for Walker's Kalamazoo, Denver, Philadelphia, and Boston offices. Art joined Walker Parking Consultants in 1985 after several years of experience with other design firms. As Managing Principal, responsibilities include project management, consulting, and marketing.

Art has vast experience in parking design, parking consulting and master planning. He has helped clients throughout the nation optimize their parking possibilities. He has provided parking design and study services for local developments, including the Town of Winchester, the City of Medford, and Quincy Center.

Current and recent projects include conceptual design, site analysis, and financial feasibility of a proposed 275-space parking facility for the Town of Windham, CT, financial feasibility studies for MassPort and Rhode Island Convention Center Authority, and the design of the 360-space parking structure for the City of Dover, New Hampshire.

REPRESENTATIVE PROJECTS:

MassPort Air Rights Financial Boston, MA Principal Financial feasibility for parking in the Seaport District

Garrahy Courthouse Financial Providence, RI Principal Financial feasibility for parking in downtown Providence

Natick Development
Natick, MA
Principal
Evaluation of feasibility and financing
strategies for structured parking
integrated with a mixed-use development

Medford Square Medford, MA Principal Functional design/consulting, master planning and shared parking analysis

Springfield Civic Center
Springfield, MA
Principal
Supply/demand study, operational and
preliminary feasibility analysis of building
a parking facility

City of Dover Parking Structure
Dover, NH
Principal
Functional/structural design and
consulting for a new 360-space structure
with an attached police department

Windham, CT
Principal
Conceptual design, site analysis, and
financial feasibility for a 275-space parking
structure

Quincy Center Quincy, MA Principal Shared parking analysis to ide

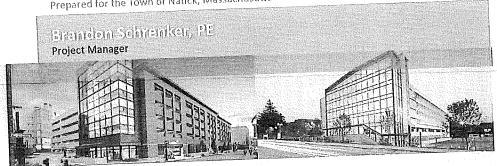
Town of Windham

Shared parking analysis to identify parking requirements and a market analysis to understand current and prospective market conditions

Town of Winchester
Winchester, MA
Parking Design Consultant
Site analysis, conceptual design and
feasibility analysis for a proposed parking
facility

GATRA Attleboro Station Garage Attleboro, MA Principal Parkina aaraae concept and ADA

Parking garage concept and ADA station needs analysis to study the impact of a Transit Oriented Development adjacent to the commuter rail station



EDUCATION:

Bachelor of Science Degree in Civil Engineering Northeastern University 2004

REGISTRATIONS:

Professional Engineer in the state of Massachusetts Brandon Schrenker has thirteen years of experience in project management, structural design and restoration of parking structures.

As a Project Manager in Walker's Boston office, Brandon has been involved in a variety of projects, including providing structural design for an 841-space parking structure for Bridgewater State University in Bridgewater, MA and parking consulting services for Harvard Ground Transportation Services.

Brandon's recent projects include the KACWC 1,500-space parking structure in Dhahran, KSA; a 275-space parking structure for Windham, Connecticut; and consulting on multiple below-grade parking projects in the Boston area.

REPRESENTATIVE PROJECTS:

Town of Windham
Windham, CT
Project Manager
Feasibility study and conceptual design for
a 4-level, 275-space parking structure
South Boston Seaport Transportation

Center Boston, MA Project Manager Design for a 1,500 space transportation center in the Seaport District

Harvard University
Northwest Corner Parking Facility
Cambridge, MA
Structural Engineer
Various projects for Harvard University
including new design, consulting, PARCS,
lighting, and study services

MIT West Campus Commons Cambridge, MA Project Manager Parking concept development to assist in campus master planning

MIT Parking Replacement Study Cambridge, MA Project Manager Supply/demand study and alternatives analysis University of Massachusetts Lowell Lowell, MA Structural Engineer Functional design, structural engineering, PARCS design and signage for a 760-space parking structure

Bridgewater State University Bridgewater, MA Design Engineer Parking consulting and functional design for an 841-space parking structure

City of Dover Parking Structure
Dover, NH
Design Engineer
Functional/structural design and
consulting for a new 360-space structure
with an attached police department

King Abdulaziz Center for World Culture Multi Story Car Park Dhahran, KSA Project Manager Parking/transportation study and conceptual design for a 3-Level, 1,500 space parking structure

Medford Square Medford, MA Design Engineer Functional design/consulting, master planning and shared parking analysis

Dam Kupframman, CARP Parking Consultant/Director of Car Park Management Systems



EDUCATION:

Bachelor of Science, Business Administration, Eastern Nazarene

Certified Administrator of Public Parking (CAPP)

PROFESSIONAL ORGANIZATIONS:

International Parking Institute National Parking Association New England Parking Council Toastmasters International

PUBLICATIONS & PRESENTATIONS:

"So You Want to Replace Your Parking System?" National Parking Association Annual Conference, Miami, FL, 2015."

"Curb Appeal – The Dynamics of Equitable On-Street Parking" International Parking Institute Annual Conference, Las Vegas, NV, 2015."

"The Ultimate Guide to On-Street Parking" NEPC Annual Conference, 2015 and NPA Annual Conference, 2014.

"Considerations When Replacing Your Parking Equipment" and "Innovation and the Parking Industry" International Parking Institute Annual Conference, 2014

"Automated Parking Guidance System Panel Discussion" NEPC Annual Conference, 2014

"New Technology Will Drive Airport Parking in 2014" The Parking Professional, January 2014

"Automated Parking Guidance Systems

— The Next Big Thing" NYSPA Annual
Conference, 2013 and International
Parking Institute Annual Conference,
2013

"Technology Advances in Parking Facilities" Building Operating Management, March, 2012.

As Director of Car Park Management Systems, Dan's responsibilities include researching, analyzing and recommending cutting edge, but proven solutions that best fit the specific needs of his clients. Most of Dan's work involves the design of paid parking systems for both on-street and off-street parking scenarios.

Dan brought 20+ years of parking operations and technology experience to the firm. Prior to joining Walker, Dan was a Business Development Manager with a leading manufacturer of multi-space-meter systems. His parking operations and equipment experience include work with several commercial parking operators overseeing significant installations; including some of the earliest automated parking technologies in New England.

Dan's methodology includes a needs analysis, technology overview, pros and cons, cost/benefit analysis and rationale for recommendations.

Dan is currently serving his second term on IPI's Board of Directors, and served six consecutive terms as President of the New England Parking Council. He presents and publishes regularly and is frequently featured in the Parking Professional Magazine's "Ask the Experts" column. This unique combination of expertise and experience, along with Dan's passion for parking, provides enormous benefits to the clients that he serves.

REPRESENTATIVE PROJECTS:

The City of Portsmouth
Portsmouth, NH
Operational analysis of on-street and offstreet parking operations including
PARCS, staffing, enforcement, branding
and marketing

Massachusetts Bay Transportation Authority (MBTA) Boston, MA Multiple assignments, including procurement assistance/RFP specifications for management contract, pay-by-cell cost estimate/rate survey, transit parking management structure survey, NOI analysis

The City of Long Beach Long Beach, CA Financial analysis and predictive analytics for parking rate revenue optimization

The City of Cincinnati Cincinnati, OH On-street parking system review, design and procurement assistance. Data analytics study New Haven Parking Authority New Haven, CT PARCS and parking guidance procurement for multiple facilities

Port Authority of New York and New Jersey - La Guardia Airport Flushing, NY Technology assessment/recommendations and valet parking operating plan

Baltimore-Washington International Airport Baltimore, MD PARCS design, specifications and procurement assistance for multiple facilities totaling 24,000 spaces

International Monetary Fund Washington, DC PARCS, license plate recognition (LPR), and automated parking guidance system (APGS) design, specifications and procurement

Justin Dufresne, PE

Project Manager



Education

BS, Civil Engineering Technology, Wentworth Institute of Technology, 2005

Registrations/Certifications Professional Engineer MA,

Affiliations/Memberships American Society of Civil Engineers

Conservation Commission, Northborough, MA Justin is a Project Manager with VHB's Land Development Group where he is responsible for civil design and permitting for a wide range of land development projects. His work includes projects involving permitting, site design, stormwater management system design, and utility infrastructure design.

13 years of professional experience

MathWorks, Natick, MA

Justin is the Project Manager for a campus re-development project that MathWorks is undergoing at its Lakeside Campus in Natick. The project involves the development of 500,000 SF of new office space and 1,800 parking spaces, including a 560-space parking garage. Justin helped lead the permitting of the project through the Natick Planning Board, Conservation Commission, and the State's Massachusetts Environmental Policy Act (MEPA) review process.

Wegman's, Natick, MA

For General Growth Properties, Justin is Project Manager supporting the design and permitting of the conversion of a former JC Penney Store at the Natick Mall to a Wegman's grocery store. The plan is to build a 125,000-square-foot store that will cover the first floor and half of the second floor of the JC Penny space and rent out the remainder of the second floor to restaurant tenants. VHB was instrumental in designing creative traffic solutions to support this new use within an existing mall.

Life Time Athletic MetroWest, Framingham, MA

As Project Manager, Justin worked diligently with Life Time throughout final design and construction to ensure milestones and development goals were met. He also addressed on-site parking needs, designing space for 600 vehicles, while paying close attention to landscaping and open space. Justin managed a full suite of VHB's integrated services including; site/civil engineering, traffic, transportation, environmental, and landscape architecture.

FedEx Distribution Facility, Natick, MA

Justin was the Project Engineer for a new 170,000-square-foot distribution facility on Superior Drive. He assisted with all phases of the Project including the design, permitting, and construction administration. The project also included several off-site roadway improvements that Justin coordinated, designed, and permitted with the Town and MassDOT.

Saxonville Fire Station, Framingham, MA

Justin was Project Manager for a task order under an on-call contract with the Town of Framingham to site a new fire station. The new station will relocate and replace the existing Saxonville station which is past it's useful life. As part of this effort VHB worked closely with key local stakeholders including Engineering, Fire, DPW, Finance, Planning, and Conservation to determine the most feasible site and layout for the proposed station. VHB developed a detailed report to assist the Town in securing the necessary funding to get this important project moving forward



Brittany Gesner, PE, ENV SP

Senior Site/Civil Engineer



Education

ME, Environmental Engineering, Old Dominion University, 2012

BS, Civil Engineering, Old Dominion University, 2011

Registrations/Certifications

Professional Engineer MA, 2016

> Envision™ Sustainability Professional, 2013

Affiliations/Memberships

American Society of Civil Engineers

Society of Women Engineers Conservation Commission, Templeton, MA

Brittany is a Senior Project Engineer responsible for the site/civil design and permitting of projects for institutional, corporate, and private sector clients. She specializes in stormwater management system design, site design, permitting compliance, and utility infrastructure design. She is proficient in AutoCAD Civil 3D, GIS, and various stormwater modeling software programs, including HydroCAD and StormCAD.

5 years of professional experience

AC Hotel & Senior Living Facility, Natick, MA

Working closely with National Development (ND), Brittany assisted with various site design layouts, and traffic and access studies, to understand the appropriate project type and program to maximize the client's real estate investment. ND is redeveloping the site to include a 164-unit senior housing facility and an 85,000 square-foot, 135-key AC Hotel by Marriott. VHB is providing permitting, survey, traffic and site/civil engineering services.

MathWorks Expansion, Lakeside Campus, Natick, MA

Brittany assisted with the conceptual design for the redevelopment of a 32-acre site to accommodate a new headquarters for a software developer. She worked closely with client, architect, landscape architect, MEP engineer, and contractor to provide a conceptual layout, grading, drainage, and utility design for the redesign of the campus. Brittany coordinated and communication between all stakeholders early in the design process.

Life Time Athletic MetroWest, Framingham, MA

Brittany was the Project Designer for a new, first-class, three-story, 137,300-square-foot, health and fitness club in Framingham. Amenities proposed at the facility include cardiovascular and resistance training areas, yoga and Pilates studios, cycling studios, gymnasiums, multiple indoor and outdoor lap and child/leisure pools, spas, racquet courts, indoor and outdoor cafes, salons, child care areas, rock climbing walls, and more. Brittany used geographic information systems (GIS) to prepare a complete stormwater management design, including calculations and report, to illustrate compliance with the Massachusetts Stormwater Management Regulations, permitting, and site/civil engineering design.

Danforth Green, Multifamily Residential Project, Framingham, MA

Brittany was the Project Engineer for the design of the stormwater management system associated with a new 360-unit multifamily residential project located on a 170-acre site in Framingham. Brittany used GIS, and information publicly available from MassGIS to model the stormwater behavior on-site, in existing and proposed conditions, in compliance with the Massachusetts Stormwater Standards and the Town of Framingham stormwater regulations. Additionally, Brittany used GIS to prepare graphics and figures to assist with the project design, permitting, and construction.



Vinod K. Kalikiri, PE, PTOE, ENV SP

Transportation Engineer



Education

MS, Civil Engineering, Transportation Engineering & Urban Design, University of Connecticut, 1995

> BS, Civil Engineering, Osmania University (India),

Registrations/Certifications

Professional Engineer (Civil) MA, 2000

Professional Traffic Operations Engineer, 2002

> Envision™ Sustainability Professional, 2013

Vinod is a Senior Project Manager in the Transportation Department where he is responsible for the traffic engineering and permitting for a wide range of institutional, retail, office, residential, and mixed-use developments.

23 years of professional experience

MathWorks Apple Hill and Lakeside Campuses, Natick, MA

Vinod was the Traffic/Transportation Project Manager for the proposed expansion of MathWorks, a mathematical model development software company based in Natick. The project involved the development of a traffic mitigation plan for a congested section of Route 9 in Natick, permitting the project through the Natick Special Permit and the state's Massachusetts Environmental Policy Act (MEPA) review processes, securing funding for the infrastructure improvements through the state MORE grant process, and design of off-site traffic improvements.

Natick Mall Expansion, Natick, MA

Vinod was Transportation Task Manager for the half-million-square-foot expansion of an existing mall and the construction of additional 250 luxury condominiums. He prepared a detailed traffic impact and access study, developed capacity improvement alternatives, provided public outreach, and coordinated with state and local agencies, neighborhood groups, adjacent towns, and special interest groups to secure project approvals. Vinod was responsible for advancing the transportation infrastructure improvement commitments to design and construction.

Northside Meadows/Benchmark Senior Housing Development, Framingham, MA Vinod was Traffic/Transportation Task Manager for the development of active-adult luxury townhouses and assisted living community. Vinod provided off-site transportation design services and worked with MassDOT to obtain an access permit for upgraded pedestrian and traffic improvements near the site.

Danforth Green Residential Development, Framingham, MA

Vinod was Transportation Task Manager for a 350-unit planned unit development at the Framingham/Wayland townline, in the Saxonville neighborhood of Framingham. He was also the involved in the prior permitting efforts for the site, dating back to 2001, when a much larger 700+ unit development was proposed on the same site. During each iteration of the project, Vinod identified project impacts and developed mitigation strategies commensurate with the impacts. Public involvement and engagement of concerns neighbors, along with coordination of mitigation discussions with the adjacent town of Wayland, were integral to Vinod's involvement in the project to date.

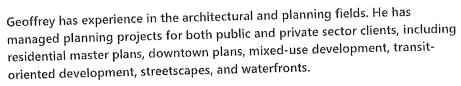
FedEx Distribution Facility, Natick, MA

Vinod was the Transportation Task Manager for a 170,000-square-foot distribution facility for FedEx Ground. In addition to preparing transportation studies addressing project impacts in Natick and adjacent communities, he was also responsible for closely working with the town staff and Planning Board to develop a mitigation strategy that addresses project related concerns and also improves several existing deficiencies.

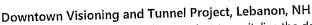


Geoffrey Morrison-Logan, NCICS, NCICMF

New England Regional Director of Planning/Urban Design



22 years of professional experience



Geoffrey is Project Manager for a project to revitalize the downtown area of Lebanon. The project also involves planning for a number of infrastructure improvements, as well as addressing parking deficiencies and enhancements to pedestrian and bicyclist safety. The Visioning and Tunnel Study was named 2017 "Plan of the Year" by the NH Planners Association.

Worcester North Main Street Economic Strategy, Worcester, MA

Geoffrey was Project Manager for a plan to identify land use goals, redevelopment strategies and potential build-out for 12 priority sites in downtown Worcester. More than 1.5 million square feet of potential development was identified for the priority sites. Future land uses correspond to a market analysis that was undertaken, which identified themes for redevelopment: "urban village," "cultural/academic," and "biotech/life science." In addition, the plan included recommendations for a future streetcar that will link the redevelopment sites to the train station and other major downtown destinations. The 20-month planning process included a series of focus group meetings, stakeholder interviews, and a design visioning charrette.

Downtown Middletown Parking and Traffic Study, Middletown, CT Geoffrey worked on a study that evaluated options to use federal grant monies to improve parking, traffic, pedestrian, and transit services for downtown Middletown. The study included options for managing on-street parking, development of new parking lots and parking garages, improvements to the downtown transit center, and related traffic and pedestrian enhancements for multiple sites in the downtown area.

Pawtucket River Corridor Development Plan, Pawtucket, RI

Geoffrey was Project Manager for the development of a revitalization plan for Pawtucket's downtown river corridor. The plan takes a comprehensive approach to address the issues of areal market potential and development opportunities, urban design for enhanced quality of life and historic characteristics, and multimodal transit improvements that are critical to advance the long term success of the River Corridor Area. The project also included an extensive public outreach process.

Watertown Comprehensive Master Plan, Watertown, MA

Geoffrey led the public outreach component and community-based vision for master plan for the Town of Watertown that focuses on reinforcing major corridors and commercial districts; enhancing the Town's transportation, circulation, and parking; preserving and capitalizing upon the Town's historical, cultural, and natural resources; and promoting energy efficiency and sustainability within the Town.



Education

MS, Urban Development and Design, University of New South Wales, 1998

B Arch, Roger Williams University, 1993

Registrations/Certifications

National Charrette Institute Charrette Management and Facilitation™ Certificate, 2011

National Charrette Institute Charrette System™ Certificate, 2007

Affiliations/Memberships Urban Land Institute (ULI)



Paul McKinlay, PG, LSP

Director, Remediation/Assessment Group



Education

MA, Geology, Boston University, 1996

BA, Geology, Boston University, 1993

Registrations/Certifications

Licensed Site Professional MA, 2006

Professional Geologist NH, 2002

Affiliations/Memberships

Licensed Site Professional Association (Massachusetts), Board of Directors/Loss Prevention, Former Chair

Paul has worked throughout New England. His experience includes all aspects of site investigation and remediation including project design, implementation, and documentation/certification to complete regulatory requirements. He has directed and managed numerous hazardous material and petroleum release sites with varying levels of complexity requiring assessment, containment, and remediation. Paul has extensive experience with hydrogeologic investigations; site characterization studies; site remediation technologies; and formulating and implementing site closure strategies.

20 years of professional experience

Mathworks, Natick MA

During construction of a parking garage and installation of associated subsurface utilities, contaminated soil and groundwater were identified at the site. Paul helped facilitate soil management in an expedited manner under a URAM pursuant to the MCP and is currently working to achieve a timely and cost effective Permanent Solution to the case.

Paul is one of MBTA's three on-call consultants for OHM issues and resolves a variety of outstanding regulatory and management issues for this entity. This includes AUL compliance for all MBTA properties subject to these restrictions, handling individual MCP sites, performing LSP duties for large scale projects such as South Coast Rail and resolving other issues as needed by this entity. Project efforts for the South Coast Rail project included inspection and repair / replacement designs of over 50 miles of track, 34 bridges, 52 at-grade crossings, signal systems, as well as traffic and siting studies for 8-10 stations, including intermodal facilities and two layover facilities; and track operations plan to accommodate MBTA commuter rail, Amtrak; and CSX operations. Due diligence was performed on the project area to determine potential OHM concerns prior to construction, particularly in proximity to Superfund and state-listed sites.

I-93 Ink Underground Parking, Boston MA

Paul is assisting MassDOT in resolving outstanding MCP compliance issues associated with the Central Artery Tunnel (Big Dig) Project. Specifically, seven properties require additional mitigation to achieve compliance. The largest property is being developed as parking and open space term "Ink Underground". Paul assisted in negotiating mitigation strategy with MassDEP and has overseen construction which is nearing completion.

Amesbury Transportation Center, Amesbury, Massachusetts

To facilitate the construction of the Merrimack Valley Regional Transportation Agency Amesbury transportation facility, Paul oversaw comprehensive environmental services to manage Oil and/or Hazardous Materials (OHM) that were present on-site. VHB conducted precharacterization screening of the entire project area and significant OHM was identified including potential characteristic hazardous wastes.



ABRAMSON & ASSOCIATES, Inc.

Barry M. Abramson

Barry Abramson has over 35 years of experience in the areas of real estate advisory, development, disposition, acquisition, urban redevelopment and economic development.

This experience has entailed strategy formulation, market and feasibility analysis, valuation, impact analysis, and development, marketing and transaction implementation for a broad range of complex projects across the country and abroad on behalf of property owners, investors, developers, financial institutions, public agencies and nonprofit institutions.

Prior to establishing Abramson & Associates, Inc., Mr. Abramson was Senior Vice President of Leggat McCall Advisors, the advisory arm of a major regional full service brokerage company, and its successor firm, Bonz & Company.

Mr. Abramson's advisory experience also includes his tenure as Director of Real Estate Advisory Services for the New England Region for Laventhol & Horwath, a national consulting and accounting firm, as well as work throughout the country while based in other of that firm's offices.

Development and acquisition experience includes his work for the F. D. Rich Company of Boston, a major regional developer, for whom he managed pre-construction for a \$130 million mixed-use waterfront development and evaluated other developmental acquisitions.

For the Boston Redevelopment Authority, Mr. Abramson project managed creation of a comprehensive market analysis and development strategy for the City's commercial core, Downtown Crossing, culminating in a billion+ dollar program of development, and participated in the strategy's implementation through coordination with the development community and structuring of project public financing.

Mr. Abramson also worked with numerous public and business development organizations in New York City, including the Brooklyn Chamber of Commerce, the New York City Public Development Corporation, the Nassau Street Mall Improvement Association, and the US Army Corps of Engineers, on projects entailing commercial revitalization, economic development and planning.

Mr. Abramson holds a Master of Science in City Planning from Pratt Institute, and a Bachelor of Arts from Queens College of the City University of New York.

Mr. Abramson is active in the Urban Land Institute, serving as co-chair of the Boston District Council Real Estate Advisory Committee and co-chairing and serving as a panelist on numerous Technical Assistance Panels organized by that committee as well as being a member of the Boston Housing and Economic Development Council.

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Current Workload and Staffing Capacity

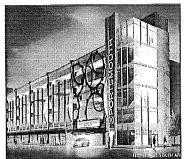
Walker provides consulting services throughout the United States. We are currently working on several projects in our Boston office. These projects are in various stages ranging from pre-design, construction documents and construction administration. This is handled by a staff of 3 project managers, 9 structural/civil engineers, 3 architects, 4 CAD technicians as well as a dedicated clerical staff, all in the Boston office.

The uniqueness of each project requires the proper mix of engineers, architects, technicians, and support personnel from our firm. We have assessed the projected workload for each of the team members assigned to this project to make sure that they will have the appropriate amount of time in which to properly address your project requirements.

Because Walker has a staff of over 250 nation-wide, we have the ability to respond to unforeseen and unfortunate events such as serious illness or accident that may remove key personnel from this project. If that occurs, we will be able to replace that team member with a person of equal or greater expertise, skills, and experience. This will minimize the downtime that would occur and allow your project and Walker Parking Consultants to remain on schedule. In all cases, our approach is to schedule team members that will remain with their project from beginning to end.

We can say with complete confidence that we can contribute all the time and attention needed to fulfill all requirements for this project in Natick.

Similar Buganishide



Foundry Place Garage Portsmouth, New Hampshire



Garrahy Courthouse Parking Structure Providence, Rhode Island



City of Dover Dover, New Hampshire



Town of Windham Windham, Connecticut

Foundry Place Garage

Located on property at the westerly end of the proposed Deer Street extension along an existing railroad siding, the garage will consist of parking for approximately 600 cars on six levels and a street level mixed-use component of approximately 3,000 sq. ft., with accommodations for future liner buildings. The project cost is estimated to be \$21M. Currently in design stage.

Client: The City of Portsmouth, NH

Contact: Eric Eby, Parking & Transportation Engineer

680 Peverly Hill Road Portsmouth, NH 03801

603.427.1530 / ebeby@cityofportsmouth.com

Garrahy Courthouse Parking Structure

Walker designed this 1,250-space (\$35M) parking structure to serve court judges, staff/employees and neighborhood businesses/residents/general public. Prior to commencing design on the parking facility, Walker assisted in evaluating the project, including a traffic study, an updated market study and a report recommending the optimal garage size and configuration. Walker provided a preliminary assessment of the revenue potential of the garage and the associated expenses.

Rhode Island Convention Center Authority
Jim McCarvill, Executive Director
One LaSalle Square - DDC
Providence, Rhode Island 02903
401.351.4295 / jim.mccarvill@riccauth.com

City of Dover Parking Structure

Functional/structural/architectural design and consulting for a new 363 space, 132,300 sf parking structure with an attached two-story police department. The facility has separated police parking and sally-port on the lowest level. Construction was completed in 2015.

The City of Dover, NH
Captain William Breault
46 Locust Street
Dover, New Hampshire 03820-3783
603.742.4646 / w.breault@dover.nh.gov

Town of Windham

275 parking spaces on 4 levels, designed to alleviate parking issues and encourage future economic development in the town. Walker first provided a feasibility study, conceptual design, and cost estimating services to determine the Town's needs. The design integrates a bus station and Will include potential bus ticket sales and retail space on the first level. The structure will accommodate police/public safety parking for adjacent police/fire station. The architectural treatment of the garage includes a townhouse style façade on one side. Design complete, construction pending.

The Town of Windham, CT
Joe Gardner, Town Engineer
979 Main Street
Willimantic, CT
860.465.3004 / jgardner@windhamct.com

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OFFICES (IN ORDER OF OPENING)

Kalamazoo (1965) Minneapolis (1970) Elgin (1972) Indianapolis (1979)

Denver (1980)

Houston (1980-1988), Austin (1998-2004)

Houston (2004) Philadelphia (1983) Tampa (1983)

Newport Beach (1988-2001), Burbank (1997-2007), Los Angeles (2008)

San Francisco (1992)

Boston (1993) Ann Arbor (1994)

Chicago (2009)

New York (2010)

Abu Dhabi (2011)

Charlotte (2012)

Seattle (2014)

Dubai (2014)

Dallas (2017)

EXECUTIVE LEADERSHIP

Chairman of the Board & Chief Executive Officer/President John K. Bushman, PE

FIRM: Walker Parking Consultants / Engineers, Inc.

Tax ID Number: 38-1782774

ADDRESS:

20 Park Plaza, Suite 1202

Boston, MA 02116

t: (617) 350-5040

f: (888) 502-5726

Contact: Art Stadig, PE

art.stadig@walkerparking.com

HISTORY

- Founded in Kalamazoo, Michigan and incorporated in the state of Michigan on March 15, 1965.
- The thrust of the company was to provide structural engineering services in the Midwest to architects, contractors, material suppliers and industry.
- First parking structure was a design-build project completed in 1968 for a Montgomery-Ward Distribution Center in Albany, New York.
- Second parking structure was for the Michigan National Bank structure in Detroit.
- By 1969, we had also designed several parking structures in western Michigan and realized that parking was now a large component of our service.
- First formal parking study and our first airport parking structure design occurred in 1971.
- Official company name changed to Walker Parking Consultants/Engineers, Inc. in
- Walker Restoration Consultants established as a division, providing consulting and engineering services to help Owners extend the service life of their built assets using a broad array of state-of-the-art restoration and preservation strategies.
- To date we have designed over 3,000 parking structures, consulted on over 6,000 parking projects, restored over 3,000 parking structures, and performed over 6,000 parking studies.

EMPLOYEES

Walker has over 150 professional, 60 technical and 50 administrative personnel worldwide.

CLIENTS/MARKETS

Municipalities

Airports - International, regional and private airstrips

Developers - Office/Corporate, retail, private, pharmaceutical, condominium, mixed-Use, banks, retirement communities

Education - Universities, Colleges, Community Colleges, High Schools, Learning Institutions

Healthcare - Hospitals, medical centers, medical/dental clinics, medical office buildings, nursing homes, long term facilities

Entertainment/Hospitality - Hotels, restaurants, museums, theme parks, theaters/

cinemas Casino/Gaming - Casinos, Indian gaming resorts, casino riverboats

Miscellaneous - Churches, utility companies



Walker Parking Consultants is a privately held corporation incorporated in the state of Michigan and engages in the practice of parking consulting, engineering and architecture. Walker is totally owned by employees and members of the Board of Directors.

Walker Parking Consultants is the global leader in providing parking consulting and parking design services. Founded in 1965, we pioneered the field of parking consulting. Today the firm has over 250 employees delivering a wide range of parking planning, design, engineering, and restoration services.

The firm is based in the U.S. with 16 domestic offices and 2 in the United Arab Emirates, is ranked #263 in Engineering News Record's Top 500 Design Firms and #13 in Bullding Design + Construction's Giants 300 Engineering/Architecture Firms.

We serve a broad spectrum of markets including healthcare, education, government, aviation, residential, retail and commercial development, entertainment, hospitality and athletic venues. This diversity allows our staff the luxury of collaborating with a large cross section of client types and developing best practices for their specific parking issues, helping them unlock the potential of their projects.

Walker at a Glance...

Full Service - Single Focus

A niche firm focused solely on the parking industry and providing full design, engineering, planning, P3 and management/operational consulting, and facility restoration.

Global Experience - Local Knowledge

Has consulted on or designed projects across the nation and around the world and developed in-depth local knowledge of geographic markets, both domestic and international. Our offices are within two hours of every major metropolitan area in the United States.

Experienced Staff - Creative Minds

Our project teams pair seasoned industry experts with young talent to produce creative, cutting edge parking solutions. The result? Staff at all levels who have learned from the very best in their fields, and collaborations that have led to over 100 awards for creative designs, including the first LEED certified standalone parking garage in the U.S. WALKER PARKING CONSULTANTS

Quality Projects - Loyal Customers

Continually delivers high quality projects for our clients and has consistently outperformed the industry with regards to change orders and construction rework. The result has been a repeat client rate of over 90% and a change order percentage 75% below the industry average.

<u>Practical Experience – Proven Solutions</u>

Our planning and operations consultants have completed hundreds of studies and conducted thousands of hours of research. We take special care to make technological and operational recommendations that are leading edge, but also realistic and implementable. We focus on proven solutions that can improve the patron experience as well our client's operational efficiency and bottom line.

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Prime Design Anchitecture Squatural Engineering Electrical Engineering Windhamod Engineering

HANANATOTAY

Market and Financial Analysis Planning Financing Alternatives PSIMonetivation

ol:la://www.ch/lo

Parking Operations
Operational Audits
Due Dillgense Studies
Operator Selection
Car Park Management Systems

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lighting, Security, Signage Functional Layouts Augess, and Circulation-Systems Durability Engineering

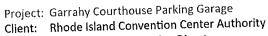
MESICOLIVATIONI

Stroctural investigations Selamic Retrofit Due Diligence Repair Documents Asset (Vanagement Corrosion Protection Plan System Upgrades

Takan Olykallálashálonts

(Registrements

We urge you to contact the references below as a testament to our commitment to excellence:



Contact: Jim McCarvill, Executive Director

One LaSalle Square - DDC Providence, Rhode Island 02903

401.351.4295

jim.mccarvill@riccauth.com

Project: The City of Dover Parking Structure

Client: The City of Dover, NH Contact: Captain William Breault

46 Locust Street

Dover, New Hampshire 03820-3783

603.742.4646

w.breault@dover.nh.gov

Project: Foundry Place Garage Client: The City of Portsmouth, NH

Contact: Eric Eby, Parking & Transportation Engineer

680 Peverly Hill Road Portsmouth, NH 03801

603.427.1530

ebeby@cityofportsmouth.com









Plante & Moran, PLLC Suite 400 1000 Oakbrook Drive Ann Arbor, M 48 104 Tel: 734.665.9494 Fax: 734.665.0664 plantemoran.com

May 12, 2017

To whom it may concern:

Walker Parking Consultants/Engineers, Inc. (Walker) is a well-established firm that has been in existence since March 15, 1965. Plante & Moran, PLLC has been the auditors for more than 20 years and has issued unqualified opinions for all our Independent Auditor's Reports provided over these years.

Walker has consistently generated net income before profit related bonuses and gross revenues have increased 50% from December 31, 2012 to December 31, 2016. In addition, Walker has maintained positive net working capital and net worth with a current ratio exceeding 2.3 at December 31, 2016. Currently, the Company has access to a \$2,000,000 line of credit with a bank and at December 31, 2016 had no amounts outstanding under this agreement. Finally, the Company has no significant long-term debt.

Walker is globally recognized as a leading parking consultant and proven throughout their history they maintain the economic resources to meet the demands of serving long-term contracts.

Very truly yours,

PLANTE & MORAN, PLLC

Kevin M. Flattery



Firm Qualifications Financial Statement - 2016



Plante & Moran, PLLC Suile 300 750 Trade Centre Way Porlage, MI 49002 Tel: 269.567.4501 Plantemoran.com

Independent Auditor's Report

To the Board of Directors
Walker Parking Consultants/Engineers, Inc.

We have audited the accompanying financial statements of Walker Parking Consultants/Engineers, Inc., (the "Company) which comprise the balance sheet as of December 31, 2015 and 2014 and the related statements of operations, stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Walker Parking Consultants/Engineers, Inc. as of December 31, 2015 and 2014 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Plante 1 Moran, PLLC



Walker Parking Consultation,	Capital States	Balance Sheet		
	De	December 31, 2015		cember 31, 2014
Assets				
Cash and cash equivalents A professional fees receivable - Less	\$	2,752,708	\$	1,376,127
allowance of \$809,393 and \$520,874 at December 31, 2015 and 2014, respectively		10,928,168		10,373,656
Prepaid expenses and other current assets:		713,424		691,178
Prepaid expenses Deferred taxes (Note 8)		402,000		168,000
Total current assets		14,796,300		12,608,961
Property and Equipment - Net (Note 2)		538,406		440,968
Other Assets Investments (Note 10)		2,290,054 3,944,743		904,951 3,776,261
Cash surrender value of life insurance	\$	21,569,503	\$	17,731,141
Total assets	4	21,307,305	=	
Liabilities and Stockholders' Eq	uity			
Current Liabilities	\$	2,960,536	\$	1,574,870
Trade accounts payable Current portion of notes payable (Note 4) Billings in excess of cost and estimated earnings		85,080 282,322		131,312 275,599
Accrued and other current liabilities:		114,356		59,410
Taxes payable		2,345,392		1,670,462
Accrued compensation Other accrued liabilities		1,124,557		850,086
Total current liabilities		6,912,243		4,561,73
Notes Payable - Net of current portion (Note 4)		206,644	+	250,85
Other Long-term Liabilities - Deferred compensation (Note 10))	2,290,054	}	904,95
		12,160,562	<u>)</u> -	12,013,60
Stockholders' Equity	- \$	21,569,503		17,731,14
Total liabilities and stockholders' equity	=		_ =	

Statement of Operations

	Year Ended							
	December 31, 2015				December 31, 2014			
		Amount	Percent of Gross Revenue		Amount	Percent of Gross Revenue		
Gross Revenue	\$	54,329,699	100.0	\$	44,664,707	100.0		
Direct Costs		9,731,307	17.9		5,733,696	12.8		
Net Revenue		44,598,392	82.1		38,931,011	87.2		
Operating Expenses		43,777,155	80.6		38,549,396	86.3		
Operating Income		821,237	1.5		381,615	0.9		
Nonoperating Expense		(9,660)			(4,888)			
Income - Before income taxes		811,577	1.5		376,727	0.9		
Income Tax Recovery (Note 8)	_	(149,320)	(0.3)		(650,000)	(1.5)		
Net Income	\$	960,897	1.8	\$	1,026,727	2.4		

Statement of Stockholders' Equity

	Common Stock	Additional Paid-in Capital		Retained Earnings		 Total
Balance - January 1, 2014	\$ 17,870	\$	1,613,362	\$	9,141,546	\$ 10,772,778
Net income	-		-		1,026,727	1,026,727
Issuance of common stock	1,459		1,405,601		-	1,407,060
Redemption of common stock	(1,237)		(1,191,728)		-	 (1,192,965)
Balance - December 31, 2014	18,092		1,827,235		10,168,273	12,013,600
Net income	· <u>-</u>		_		960,897	960,897
Issuance of common stock	1,035		1,173,443		**	1,174,478
Redemption of common stock	(1,751)		(1,986,662)		_	(1,988,413)
Balance - December 31, 2015	\$ 17,376	\$	1,014,016	\$	11,129,170	\$ 12,160,562

Statement of Cash Flows

	Year Ended				
	Dec	ember 31, 2015	December 31, 2014		
Cash Flows from Operating Activities					
Net income	\$	960,897	\$	1,026,727	
Adjustments to reconcile net income to net cash from					
operating activities:					
Depreciation		293,889		331,344	
Bad debt expense		302,311		79,606	
Change in cash surrender value of life insurance		(118,149)		(97,082)	
Change in deferred compensation expense		(37,095)		-	
Unrealized loss on investments		50,868			
Deferred income tax recovery		(234,000)		(475,000)	
Changes in operating assets and liabilities which (used) provided cash:					
Professional fees receivable		(856,823)		(834,103)	
Prepaid expenses and other assets		(22,246)		48,004	
Accounts payable		1,385,666		(189,271)	
Billings in excess of cost and estimated earnings		6,723		70,228	
Accrued and other liabilities		2,389,456		1,111,857	
Net cash provided by operating					
activities		4,121,497		1,072,310	
Cash Flows from Investing Activities				(0.10.057)	
Purchase of property and equipment		(391,327)		(219,857)	
Purchases of investments		(1,398,876)		(904,951)	
Premiums paid on life insurance		(50,333)		(74,670)	
Net cash used in investing activities		(1,840,536)		(1,199,478)	
Cash Flows from Financing Activities					
Payments on debt		(131,312)		(198,298)	
Proceeds from issuance of common stock		1,174,478		1,407,060	
Redemption of common stock		(1,947,546)		(1,092,282)	
Net cash (used in) provided by financing activities		(904,380)	-	116,480	
Net Increase (Decrease) in Cash and Cash Equivalents		1,376,581		(10,688)	
Cash and Cash Equivalents - Beginning of year		1,376,127		1,386,815	
Cash and Cash Equivalents - End of year	\$	2,752,708	\$	1,376,127	

Firm Qualifications Financial Statement - 2015



Plante & Moran, PLLC Suite 300 750 Trade Centre Way Portage, MI 49002 Tel: 269.567.4501 Fax: 269.567.4501 plantemoran.com

Independent Auditor's Report

To the Board of Directors
Walker Parking Consultants/Engineers, Inc.

We have audited the accompanying financial statements of Walker Parking Consultants/Engineers, Inc., (the "Company) which comprise the balance sheet as of December 31, 2015 and 2014 and the related statements of operations, stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Walker Parking Consultants/Engineers, Inc. as of December 31, 2015 and 2014 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Plante 1 Moran, PLLC



Walker Parking Consultation		Bala	n	ce Sheet
	Dec	ember 31, 2015	December 31, 2014	
Assets				
- · · · acuivalents	\$	2,752,708	\$	1,376,127
Accounts receivable - Professional fees receivable - Less allowance of \$809,393 and \$520,874 at December 31, 2015 and 2014, respectively		10,928,168		10,373,656
Prepaid expenses and other current assets: Prepaid expenses		713,424 402,000		691,178 168,000
Deferred taxes (Note 8) Total current assets		14,796,300		12,608,961
Property and Equipment - Net (Note 2)		538,406		440,968
Other Assets Investments (Note 10)		2,290,054 3,944,743		904,951 3,776,261
Cash surrender value of life insurance Total assets	\$	21,569,503	<u>\$</u>	17,731,141
Liabilities and Stockholders' Eq	uity			
Current Liabilities Trade accounts payable Current portion of notes payable (Note 4) Billings in excess of cost and estimated earnings	\$	2,960,536 85,080 282,322	\$	1,574,870 131,312 275,599
Accrued and other current liabilities: Taxes payable Accrued compensation		114,356 2,345,392 1,124,557		59,410 1,670,462 850,080
Other accrued liabilities Total current liabilities		6,912,243		4,561,733
Notes Payable - Net of current portion (Note 4)		206,644		250,857
Other Long-term Liabilities - Deferred compensation (Note 10))	2,290,054		904,95
Stockholders' Equity	_	12,160,562	<u>-</u>	12,013,60
Total liabilities and stockholders' equity	<u>\$</u>	21,569,503	_	\$ 17,731,14

Statement of Operations

	Year Ended							
		December 31	, 2015	December 31, 2014				
		Amount	Percent of Gross Revenue		Amount	Percent of Gross Revenue		
Gross Revenue	\$	54,329,699	100.0	\$	44,664,707	100.0		
		9,731,307	17.9		5,733,696	12.8		
Direct Costs		44,598,392	82.1		38,931,011	87.2		
Net Revenue		43,777,155	80.6		38,549,396	86.3		
Operating Expenses Operating Income		821,237	1.5		381,615	0.9		
•		(9,660)	_		(4,888)	_		
Nonoperating Expense	_	811,577	1.5		376,727	0.9		
Income - Before income taxes		(149,320)	(0.3)	ı	(650,000)	(1.5)		
Income Tax Recovery (Note 8)	- \$	960,897	1.8	_		2.4		
Net Income	<u> </u>	700,077		<u> </u>				

Statement of Stockholders' Equity

	 Common Stock	Additional iid-in Capital	_	Retained Earnings	la constant	Total
Balance - January 1, 2014	\$ 17,870	\$ 1,613,362	\$	9,141,546	\$	10,772,778
Net income	-	-		1,026,727		1,026,727
Issuance of common stock	1,459	1,405,601		-		1,407,060
Redemption of common stock	 (1,237)	 (1,191,728)		-		(1,192,965)
Balance - December 31, 2014	18,092	1,827,235		10,168,273		12,013,600
Net income	_	-		960,897		960,897
Issuance of common stock	1,035	1,173,443		-		1,174,478
Redemption of common stock	(1,751)	 (1,986,662)		-		(1,988,413)
Balance - December 31, 2015	\$ 17,376	\$ 1,014,016	\$	11,129,170	\$	12,160,562

Statement of Cash Flows

	Year Ended				
	Dec	cember 31, 2015	December 31, 2014		
Cash Flows from Operating Activities		040.007	Φ.	1 027 727	
Net income	\$	960,897	\$	1,026,727	
Adjustments to reconcile net income to net cash from					
operating activities:		202.000		221 244	
Depreciation		293,889		331,344	
Bad debt expense		302,311		79,606	
Change in cash surrender value of life insurance		(118,149)		(97,082)	
Change in deferred compensation expense		(37,095)		-	
Unrealized loss on investments		50,868		(47E 000)	
Deferred income tax recovery		(234,000)		(475,000)	
Changes in operating assets and liabilities which (used)					
provided cash: Professional fees receivable		(856,823)		(834,103)	
Prepaid expenses and other assets		(22,246)		48,004	
		1,385,666		(189,271)	
Accounts payable Billings in excess of cost and estimated earnings		6,723		70,228	
Accrued and other liabilities		2,389,456		1,111,857	
Net cash provided by operating					
activities		4,121,497		1,072,310	
Cash Flows from Investing Activities				(2.1.2.257)	
Purchase of property and equipment		(391,327)		(219,857)	
Purchases of investments		(1,398,876)		(904,951)	
Premiums paid on life insurance		(50,333)		(74,670)	
Net cash used in investing activities		(1,840,536)		(1,199,478)	
Cash Flows from Financing Activities					
Payments on debt		(131,312)		(198,298)	
Proceeds from issuance of common stock		1,174,478		1,407,060	
Redemption of common stock		(1,947,546)		(1,092,282)	
Net cash (used in) provided by financing activities		(904,380)		116,480	
Net Increase (Decrease) in Cash and Cash Equivalents		1,376,581		(10,688)	
Cash and Cash Equivalents - Beginning of year	سيسو	1,376,127		1,386,815	
	\$	2,752,708	\$_	1,376,127	
Cash and Cash Equivalents - End of year	-				

Response for the Provision of Planning Designer Services Related to the Design and Construction of a New Parking Garage Prepared for the Town of Natick, Massachusetts

Figure Quellifications

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West Hollywood Library Parking Structure

Walker was the parking consultant and productions architect for the parking structure that is adjacent to a new library building in West Hollywood, CA. After completion of the project, the City presented to the architect a list of alleged project errors on the library building and parking structure that added costs to the project. Four items on the list are related to services provided by Walker. The City has since filed suit against the Architect which in turn filed a complaint against Walker. Discovery has begun and the parties have agreed to mediation.

Response for the Provision of Planning Designer Services Related to the Design and Construction of a New Parking Garage Prepared for the Town of Natick, Massachusetts

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Walker Parking Consultants has a 50+ year history of producing quality deliverables for clients on time and on budget. Keeping clients informed of project status and two-way communication regarding project direction and findings is crucial to a successful project, particularly with policy related engagements, in terms of both deliverables and the ultimate satisfaction of our clients. We have worked with thousands of public and private sector clients and, naturally, each has different needs and requirements with regard to project communication. We recognize this and work to understand and establish these requirements up front, while being flexible enough to adapt to the needs of the project should unexpected findings or issues arise. Our philosophy and procedures are the same with our sub-consultants.

We perform quality assurance though written Standard Operating Procedures, planning guidelines and checklists. We perform project quality control through advisory meetings and in-house Peer Reviews, as well as constant interaction between our deep bench of experts in parking policy, finance, technology, operations, and design. We apply the lessons learned on thousands of previous projects to every new project.

We control the budget through regular monitoring of project progress against an agreed-upon budget. By proactively managing to the budget, we avoid surprises. In rare instances where we are not staying on budget, we develop a plan to determine how we get back on budget and aggressively manage to the plan.

We control the schedule by careful planning, involving senior staff and past experience. We then monitor management and delivery progress using a proven Project Review system that tracks both actual schedule and budget against plan so that we can make course corrections effectively. We share Project Review results with our client. ParkNet, our Intranet, contains the details of the systems described here. It's a repository of the decades of our unmatched experience and data that we bring to bear on every project as we scope, plan, manage and deliver it.



APPENDIX 1 TOWN OF NATICK RESPONSE FORM

The undersigned hereby submits a sealed Response for planning designer services related to the design and construction of a new parking garage in Natick.

Printed Name of Responder:

	rking Consultants
Address:	20 Park Plaza, Suite 1202
	Boston, MA 02116
Responde	r certifies as follows:
meets the certificati	order to be eligible for selection, each Responder shall certify in its cover letter that it following minimum requirements. Any Response that fails to include such on in its response, demonstrating that these criteria have been met, shall be rejected arther consideration.
TI part of an	ne undersigned agrees that all specifications and Contract documents are hereto made y Contract executed with the Town and are binding on the Successful Responder.
ar	t Story
Authorize	ed Signature
Arthur G.	Stadig
Printed N	lame
Vice Pres	
Printed T	'itle
July 27th, Date	2017
If a Corp Full Leg	
Walker P	arking Consultants/Engineers, Inc.
Officers	of Corporation and Addresses

Aug 1 of Chapt	
See Attached Sheet	
	_
State of IncorporationMichigan	
State of Incorporation	
Principal Place of Business 151 S Rose St	
Suite 800	
Kalamazoo, MI 49007	
Telephone Number. (269) 381-6080	
Qualified in Massachusetts Yes X No	
Principal Place of Business in Massachusetts	
20 Park Plaza, Suite 1202, Boston, MA 02116	
Telephone Number <u>(617) 350-5040</u>	
Full Legal Name of Surety Company	
Professional Concepts Insurance Agency, Inc.	
Principal Place of Business of Surety Company	
1127 South Old US Highway 23	-
Brighton, MI 48114-9861	-

lephone Number <u>(800) 969-4041</u>
lmitted in Massachusetts Yes X No
ace of Business in Massachusetts
20 Park Plaza, Suite 1202, Boston, MA 02116
elephone Number (617) 350-5040

WALKER DIRECTORY

REVISED 7/25/2017



OFFICERS AND PRINCIPALS

CEN	JIO.	PA	FFI	CER

John K Bushman PE	CEO/Chairman of the Board	COR/Tampa
Frank M Transue PE, SE	Chairman Emeritus	COR/Elgin
Kenneth C Wagner PE	COO/Executive Vice President	COR/Houston
William C Reiter PE	Executive Vice President	Philadelphia
Stephen A Cebra	Senior Vice President	COR/Boston
John W Dorsett AICP, CPP	Senior Vice President	CRG/Indianapolis
Thomas L Hannula PE	Senior Vice President	Elgin
Larry W Hofmockel PE	Senior Vice President	Denver
James A Orchard CPA	Senior Vice President	COR/Tampa
Kwok-Nam Shiu PE, SE	Senior Vice President	RRG/Chicago
Mary S Smith PE	Senior Vice President	CRG/Indianapolis
David J Vander Wal PE	Senior Vice President	New York

Appendix 2 CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Response has been made and submitted in good faith and without collusion or fraud with any other 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.

corporation, union, committee, club of other
Walker Parking Consultants
Name of Responder
20 Park Plaza, Suite 1202, Boston, MA 02116 Address of Responder
(617) 350-5040
Telephone Number
By: Auth Stag
(Signature)
Arthur G. Stadig
Printed Name
Vice President
Printed Title
July 27, 2017
Date

Appendix 3 CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C,§49A, I certify under the penalties of perjury that the Responder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Commonwealth of Massachusetts pertaining to the payment of taxes, to the employees and contractors, and to the withholding and remitting of child su	ıpp
Walker Parking Consultants	
Name of Responder	
20 Park Plaza, Suite 1202, Boston, MA 02116 Address of Responder	
(617) 350-5040	
Telephone Number	
By: All Stage (Signature)	
Arthur G. Stadig	
Printed Name	
Vice President	
Printed Title	
July 27, 2017	
Date	

Appendix 4 CONFLICT OF INTEREST CERTIFICATION

00/11/2/01/2	
The Responder hereby certifies that: 1. The Responder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of Contract pursuant to this Request for Qualifications. 2. No consultant to, or subcontractor for, the Responder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Responder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Responder. 3. No person, corporation, or other entity, other than a bona fide full time employee of the Responder has been retained or hired to solicit for or in any way assist the Responder in obtaining the Contract (pursuant to this Request for Qualifications) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Responder. 4. The Responder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Responder with respect the services described in the Request for Qualifications. 5. The Responder understands that the Responder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates ar appearance of a violation of the Massachusetts Conflict of Interest Law. Walker Parking Consultants Name of Responder	er t to
20 Park Plaza, Suite 1202, Boston, MA 02116 Address of Responder	
(617) 350-5040 Telephone Number By: (Signature)	
Arthur G. Stadig Printed Name	
Vice President Printed Title	
July 27, 2017	

Date

Appendix 5 CERTIFICATE OF CORPORATE RESPONDER

I, James A. Orchard, certify that I am the Clerk of the Corporation named as
n 1 1 the attached Degrange Form that Arthur G. Stadio , Wno Signed Said
m 1 1 1 of the Degrander was then Vice President UI Said Corporation
and was duly authorized to sign said Response Form; and that I know his/her signature thereto is
genuine. (Corporate Seal)
Walker Parking Consultants
Name of Responder
20 Park Plaza, Suite 1202, Boston, MA 02116
Address of Responder
(617) 350-5040
Telephone Nymber
By:
(Signature)
James A. Orchard
Printed Name
The state of the s
Chief Financial Officer Printed Title
Printed Title
7/24/17
Date
Date

This Certificate shall be completed where Responder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Responder on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

Appendix 6 CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Responder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

on any prohibited basis outlined therein.
Walker Parking Consultants
Name of Responder
20 Park Plaza, Suite 1202, Boston, MA 0211 Address of Responder
(617) 350-5040
Telephone Number
By: Att Manager (Signature)
Arthur G. Stadig
Printed Name
Vice President
Printed Title
July 27, 2017
Date

Appendix 7 CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Responder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA/SDO provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

Walker Parking Consultants Name of Responder
20 Park Plaza, Suite 1202, Boston, MA 02116 Address of Responder
(617) 350-5040 Telephone Number
By: (Signature)
Arthur G. Stadig Printed Name
Vice President Printed Title
July 27, 2017
Date

Appendix 8 CERTIFICATE OF NON-DEBARMENT

The Responder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Responder shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Walker Parking Consultants					
Name of Responder					
20 Park Plaza, Suite 1202, Boston, MA 02116 Address of Responder					
(617) 350-5040					
Telephone Number					
By: Att Modern					
Arthur G. Stadig					
Printed Name					
Vice President					
Printed Title					
July 27, 2017					
Date					



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

the terms and condition	of such andorsement(s).					
certificate holder in lie	eu of such endorsement(s).	CONTACT certs@pciaonline.com				
PRODUCER	The Table	PHONE (800) 969-4041 FAX (A/C, No): (800) 969-4081 E-MAIL ADDRESS; Certs@pciaonline.com				
Professional Conc	eepts Insurance Agency, Inc.					
1127 South Old US Highway 23		INSURER(S) AFFORDING COVERAGE	NAIC#			
Brighton MI 48114-9861	1015 1005	INSURER A: Travelers Indem. Co of America	25666			
	MI 48114-9861	INSURER B: Travelers Indemnity Co	25658			
INSURED		INSURER C:XL Specialty Ins. Co.	37885			
Walker Parking Co	onsultants Engineers, Inc.	INSURER C:ALL SPECIALTY				
2121 Hudson Ave		INSURER D:				
		INSURER E:				
Kalamazoo	MI 49008	INSURER F: 11 \$2PT. \$2UMB REVISION NUMBER:				
	X TELO ATE AN IMPEDIT /- IX T	LI SZED VZOM				

CERTIFICATE NUMBER:17-18 #11 \$2PL \$2UMB THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. COVERAGES

CERTIFICATE MAY BE ISSUED OR MAT FENTING. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF. POLICY EXP. POL									
	CEUSIONS AND CONDITIONS C. C.	ADDL S	UBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS		
INSR LTR		INSD	VVD	FOLIOT HOMBER			EACH OCCURRENCE	\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY			6801J12541717	5/23/2017	5/23/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
A	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	5,000
	X Contractural Liability		- }	6801J16691017 - CA	'		PERSONAL & ADV INJURY	\$	1,000,000
	X X,C,U						GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			6801J12434117 - FL		1	PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY X PRO- JECT LOC			6801J16726117 - TX		į		\$	
	OTHER:						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В	AUTOMOBILE LIABILITY						BODILY INJURY (Per person)	\$	
	X ANY AUTO SCHEDULED			BA4887N56417GRP	5/23/2017	5/23/2018	BODILY INJURY (Per accident)	\$	
	ALL OWNED AUTOS NON-OWNED			BA4887N56417GRP			PROPERTY DAMAGE (Per accident)	\$	
	X HIRED AUTOS X AUTOS							\$	
		\vdash					EACH OCCURRENCE	\$	2,000,000
	X UMBRELLA LIAB X OCCUR						AGGREGATE	\$	2,000,000
В	EXCESS LIAB CLAIMS-MADI			CUP1D31974417	5/23/2017	5/23/2018		\$	
	DED X RETENTION\$ 10,000	+		COPIDSISTAL			X PER OTH- STATUTE ER	<u> </u>	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/I	4					E.L. EACH ACCIDENT	\$	1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	NIA		VYAKUB3721T82917	5/23/2017	5/23/2018	E.L. DISEASE - EA EMPLOYER	\$	1,000,000
1 12 1	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			VIAROBS (2110252)			E.L. DISEASE - POLICY LIMIT	\$	1,000,000
			-		5/23/2017	5/23/2018	Per Claim		2,000,000
С	C Professional Liability			DPR9913337	3/23/2017	0,23,202	Aggregate		2,000,000
			1			1			
				D 404 Additional Remarks Schedule, Ma	u he attached if m	ore space is req	uired)		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

	CANCELLATION
FOR INFORMATION ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Mike Cosgrove/CARRIE Wichael Cosgrove
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