



July 25, 2018

Mr. Anthony P. Delaney
Procurement Officer
Town of Amherst
4 Boltwood Ave
Town of Amherst
Amherst MA 01002

Re: Existing Conditions Survey – Fort River Elementary 70 South East St Amherst MA

Dear Anthony,

We are pleased to submit this proposal for land surveying services relative to the above referenced project. The Berkshire Design Group, “BDG”, proposes to provide to Anthony Delaney and the Town of Amherst, “the Client”, the following specific services at the Fort River Elementary 70 South East St Amherst MA

Scope of Services:

- BDG will research the existing properties and abutting property deeds to confirm the current record boundaries, as well as any recorded plans and our own in house information.
- BDG will perform field survey to confirm the accuracy of the found field evidence, to locate the existing record boundary points and monuments and other pertinent property evidence.
- In Addition, BDG will adhere to the scope in the SWQ to include:
 1. Produce final plan(s) suitable for recording. Horizontal control will be in the Massachusetts Coordinate System North American Datum. Vertical control will be in NAVD (1988).
 2. All land surveying work shall be performed in conformance with 250 CMR 6.00, commonly accepted standards of care and 250 CMR 5.00: Professional Practice.
 3. Scale of survey to be one inch equal to twenty feet (1" = 20' 0")
 4. Topography should be shown with one (1) foot contours and spot elevations where abrupt changes in grade occur, and at all corners of the building perimeter.
 - a. Where the property abuts a public street, the topographic and utility information shall extend to the far side of the street.

Landscape

Architecture

Civil Engineering

Planning

Land Surveying

5. Topography shall be shown twenty-five feet (25') beyond property limits in all directions.
 6. Show sizes, locations, materials and inverts of all below-ground utilities with utility identification. If line extends beyond survey limits, provide location and information to the next structure outside the limit.
 7. Show all above-ground utilities.
 8. Denote all site features such as, but not limited to, fences, poles, walks, curbs, benches, steps, trees, shrubs, rock outcrops and water courses.
 9. Topography shall be tied to NGVD 88 Datum and coordinates unless otherwise authorized to an assumed datum.
 10. Topography must be affixed to two (2) stable Benchmarks.
 11. Survey to be plotted on two foot by three foot (2' x 3') Mylars at the scale of one inch equal to twenty feet (1" = 20' 0"). A composite plan on one sheet shall also be provided.
 12. Computer files will be provided in AutoCAD- or GIS-compatible format.
 13. Provide the Town with an electronic copy of the final survey in Adobe PDF format.
 14. Finish floor grades must be noted at all building entrances.
 15. Spot grades shall be noted at the top and bottom of all steps.
 16. Any deed restrictions, rights of way, easements, setbacks, buffer zones or other permitting restrictions must be accurately located.
 17. Wetlands must be delineated and setbacks from Fort River must be noted.
 18. All adjacent street lines must be located.
- BDG will assimilate the record and field data, confirm the record boundaries (as found and supported by the field evidence), and produce an Existing Conditions Plan, suitable for recording at the Hampshire County Registry of Deeds, and for future design work

The Berkshire Design Group proposes to begin the services identified above upon receipt of written authorization to proceed. The services described above shall be **completed within four (4) weeks' time**. The estimated time to complete the services is subject to change due to unforeseen circumstances and/or inclement weather.

We have estimated a budget of **Thirteen Thousand Five Hundred and 00/100 (\$13,500.00) dollars**, exclusive of direct expenses, for the services described above. This price assumes that all record information presented in the deeds and

recorded plans is present and accurate on site, and can be located in the field. Any effort above and beyond that needed to confirm the parcel boundaries will not be pursued until the Client is notified. These services shall be provided on an hourly basis consistent with our rates in effect at the time this contract is actualized. BDG shall inform the Client as soon as possible if it becomes necessary to exceed the budget in order to perform the scope of services. Failure to comply with the payment shall be cause for BDG to terminate services.

BDG may provide, at the request of the Client, additional services such as, but not limited to:

- Planning;
- Civil Engineering;
- Landscape Architecture;
- Revisions to plans or documents;
- Plans suitable for submissions to Land Court;
- Any services not specifically stated in the scope of service.

These services are not included in the scope of services and will be invoiced separately and will be agreed to between both parties before commencement.

The attached Terms and Assumptions are considered to be a part of this proposal. Please execute a copy of this proposal and return one copy to our office with an original signature for our records. Thank you for the opportunity to provide these services.

Warm regards;

The Berkshire Design Group, Inc.



David R Enberg, PLS
Survey Manager

_____ Authorized Signature

_____ Title

_____ Date

STANDARD TERMS AND CONDITIONS OF AGREEMENT Initials BDG Owner _____

1. **LIABILITY LIMIT:** CLIENT agrees that the total liability of BERKSHIRE DESIGN, both professional and personal, on this project shall be limited to \$10,000 or the amount of the fee, whichever is greater.
2. **RIGHT TO SUSPEND WORK:** CLIENT agrees that BERKSHIRE DESIGN has the right to suspend work on any project with unpaid invoices over 30 days old. CLIENT also agrees to pay 10% of the face amount of this contract to BERKSHIRE DESIGN to restart the project after such a suspension. If BERKSHIRE DESIGN continues work on any project despite unpaid invoices over 30 days old, BERKSHIRE DESIGN is not in any way waiving its right to suspend work at a later date based on terms of this paragraph.
3. **COLLECTION COSTS:** CLIENT agrees to pay BERKSHIRE DESIGN's cost of collection on any overdue accounts. Should litigation be necessary to collect any portion of the amounts payable hereunder, than all costs and expense of litigation and collection, including without limitations, fees, court costs, and attorney's fees, shall be the obligation of the CLIENT.
4. **OWNERSHIP OF INFORMATION:** CLIENT agrees that all tracings, studies, reports, plans, specifications, computations, and other original documents as instruments of service are and shall remain the property of BERKSHIRE DESIGN. CLIENT shall not use such items on other projects without BERKSHIRE DESIGN's prior written consent. BERKSHIRE DESIGN agrees that this information will be made available to the CLIENT for a period of six months following contract completion for the cost of reproduction. BERKSHIRE DESIGN further agrees that during this time, this information will not be released to other persons without the written authorization of the CLIENT.
5. **TERMINATION:** CLIENT and BERKSHIRE DESIGN agree that this contract can be terminated upon 7 days written notice. CLIENT agrees to tender all fees and reimbursements occurring up to and including the date of contract termination.
6. **LIMITATION OF FEES:** BERKSHIRE DESIGN agrees not to exceed the fees quoted in this contract without authorization of the CLIENT except as specified herein.
7. **AGREEMENT MODIFICATION:** This agreement may not be modified orally.
8. **DELAYS:** Any delay in the performance of any obligation of BERKSHIRE DESIGN under this agreement which results from any cause beyond BERKSHIRE DESIGN's reasonable control, shall not be deemed as breach of this agreement. Such occurrence shall suspend the obligations of BERKSHIRE DESIGN as long as performance is delayed thereby, and the fees due under the terms of this agreement shall be adjusted accordingly.
9. **GOVERNING LAWS:** This contract will be interpreted under the laws of the Commonwealth of Massachusetts.
10. **EXTRA WORK:** Extra work shall include, but not be limited to, additional office or field work caused by policy or procedural changes of governmental agencies, changes in the project, and work necessitated by any of the causes described in paragraph 8 hereof. All extra work to be authorized by the CLIENT in writing prior to commencement by BERKSHIRE DESIGN.
11. **LIMITATIONS OF OPINION OF PROBABLE COST:** Any opinion of probable cost of the project or any part thereof is not to be construed nor is it intended as a guarantee of the total cost.
12. **APPROVAL OF WORK:** The work performed by BERKSHIRE DESIGN shall be deemed approved and accepted by the CLIENT as and when invoiced unless the CLIENT objects within 30 days of the invoice date by written notice specifically stating the details in which the CLIENT believes such work is incomplete or defective.
13. **INDEMNIFICATION:** The CLIENT shall indemnify, defend and hold BERKSHIRE DESIGN harmless for any and all loss, cost, expense, claim, damage, or liability of any nature arising from: (a) unforeseen soil conditions; (b) changes in plans or specifications made by the CLIENT or others; (c) use by the CLIENT or others of plans, or drawings unsigned by BERKSHIRE DESIGN or for any purpose other than the specific purpose for which they were designed; (d) job site conditions and performance of work on the project by others (e) inaccuracy of data or

information supplied by the CLIENT; and (f) work performed on material or data supplied by others, unless said loss was solely caused by BERKSHIRE DESIGN's own negligence.

Berkshire Design agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, directors, and employees, (collectively, Client), against all damages, liabilities or cost, including reasonable attorneys fees and defense cost, to the extent caused by Berkshire Design's negligent performance of professional services under this agreement and that of its sub consultants or anyone for whom Berkshire Design is legally liable. The Client agrees to the fullest extent permitted by law, to indemnify and hold harmless Berkshire Design, its officers, directors, and employees and sub consultants, (collectively Berkshire Design), against all damages, liabilities or cost, including reasonable attorneys fees and defense cost, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Berkshire Design shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

14. RESTRICTIONS ON USE OF REPORTS: It should be understood that any reports rendered under this agreement will be prepared in accordance with the agreed Scope of Services and pertain only to the subject project and are prepared for the exclusive use of the CLIENT. Use of reports and data contained therein for other purposes is at CLIENT's sole risk and responsibility.
15. SUCCESSORS AND ASSIGNS: Neither the CLIENT nor BERKSHIRE DESIGN shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.
16. DISPUTE RESOLUTION: All claims, counterclaims, disputes and other matters in question between parties hereto arising out of or relating to this Agreement or breach thereof may, at the option of BERKSHIRE DESIGN be attempted to be resolved through MEDIATION prior to any action through litigation.
17. NOTICES: All notices called for by this Contract shall be in writing and shall be deemed to have been sufficiently given or served when presented personally and when deposited in the mail, postage prepaid, certified and return receipt requested, and addressed as indicated on the front.



2018 Billing Schedule

<u>Title</u>	<u>Hourly Rate</u>
Professional Land Surveyor	\$130
Project Surveyor	\$90
Senior Survey Technician	\$85
Survey Technician	\$80
Rodman	\$85
Two-Man Survey Crew	\$140
Three-Man Survey Crew	\$200

Additional services are billed at the hourly rates above.

These rates are accurate and effective as of January 1, 2018.____