

February 26, 2020

Maya Plotkin
Chair, School Building Committee
c/o Town of Westwood
220 Nahatan Street
Westwood, MA 02090



Project name: **Hanlon Elementary School Building Project**
Subject: **Amendment #8**

Dear Maya,

We are seeking an amendment to our contract, dated 4 November 2019, between the Town of Westwood and Dore + Whittier, on the Hanlon Elementary School Building Project, for professional land surveying services.

Total not-to-exceed fee of **\$56,870** including D+W 10% mark up.

If you could have this amendment signed, it will serve as authorization for us to proceed.

Feel free to contact me with any questions you may have.

Sincerely,
DORE + WHITTIER
Donald M. Walter, AIA, MCPPO

Principal

Acceptance

By: _____

Title: _____

Date: _____

Copy: File

December 10, 2020

Mr. Donald M. Walter, AIA, MCPPO
Partner
Dore and Whittier Architects, Inc.
260 Merrimac Street, Building 7, 2nd floor
Newburyport, MA 01950

RE: Nitsch Proposal #13759.1P (Revised)
Hanlon Elementary School
Land Surveying Services
Additional Services
Westwood, MA

Dear Mr. Walter:

Nitsch Engineering is pleased to submit this revised Additional Services proposal to you (the Client) for professional land surveying services associated with the Paul Hanlon Elementary Schools located in Westwood, Massachusetts. Per our correspondence with Roberto Fitzgerald, Nitsch Engineering understands that you are requesting our land surveying services to obtain a design level topographic survey of the existing and proposed school site, and the preparation of an Approval Not Required Plan delineating "Area 1" for the Owner to use to transfer ownership/oversight from the Town of Westwood (the Town) to the School Committee (see attached Survey Sketch "B").

This letter summarizes our scope, assumptions, schedule, and fee.

SCOPE OF ADDITIONAL SERVICES

TASK #1: TOPOGRAPHIC SURVEY

1. Complete additional property research at the Town offices, the County Registry of Deeds, and the Massachusetts Land Court for record data on the locus property, abutting properties, and easements;
2. Perform additional field locations of property markers;
3. Perform office calculations to determine the location of the site's property lines and easements of record;
4. Verify previously established and provide additional survey horizontal and vertical control points and set six (6) benchmarks onsite;
5. Perform a topographic and location survey of approximately 22 acres of the Paul Hanlon Elementary school site as shown on the attached survey limits sketch. The topographic information will be collected in a manner suitable to prepare 1-foot contours for site design purposes and will include the location of observable surface improvements within the survey limits such as edge of pavement, pavement markings, curbing, sidewalks, driveway entrances, walls, fences, visible surface utilities, utility poles, overhead wires, shutoffs, valves, call boxes, signs, landscape areas, standalone trees 10 inches in diameter and over, buildings, building entrances, finished floors at doorway entrances, and exterior steps;
6. Locate wetland flags as delineated by our subconsultant. Individual flags will be appropriately labeled and shown on the plan along with pertinent buffer zones and will include delivery of a delineation report;

SCOPE OF ADDITIONAL SERVICES – continued

7. Perform additional research at the gas, water, sewer, telephone, electric, cable television, and steam utility companies/departments to obtain record data on utilities in the adjacent streets and services to the property. Retain a Subsurface Utility Mapping company to locate gas, water, and electric lines. The American Society of Civil Engineers (ASCE) has defined four (4) quality levels for depicting underground utility lines (see document CI/ASCE 38-02). Each level contains the information from the lower levels, e.g., Level C includes Level D, Level A includes Levels B, C, and D. A summary of the Quality Levels are as follows: Quality Level A – locations based on actual excavation and verification; Quality Level B – locations based on surface geophysical methods and remote sensing techniques; Quality Level C – locations based on visible above-ground utility features; and Quality Level D – locations based on existing records and/or oral recollections. **This survey will show utilities to Quality Level C;**
8. Obtain pipe size, material, and rim and invert elevations for accessible sewer and drain structures within the survey limits; and
9. Prepare an AutoCAD drawing (.DWG), in Release 2018 or compatible version and at a scale of 1 inch = 20 feet, utilizing Nitsch Engineering file format and drafting standards.

TASK #2: PREPARE AN APPROVAL NOT REQUIRED PLAN

1. Coordinate with the Owner and/or Owner's representative to develop the limits of "Area 1" as shown on attached Survey Sketch "B";
2. Prepare an Approval Not Required (81P) Plan indicating the parcel boundaries of "Area 1" as directed by the Client, including calculations, review of the Town Planning Board Rules and Regulations, and analysis of pertinent features in relation to new lines;
3. Prepare a written description of "Area 1"; and
4. Complete the relevant portions of the Town Approval Not Required application.

WORK NOT INCLUDED IN THE SCOPE OF ADDITIONAL SERVICES

1. Performing a full boundary line retracement survey.
2. Setting lot corners or other monumentation.
3. Performing construction layout, preparing record plans, or performing other Construction Phase services.
4. Performing advanced subsurface investigation such as Ground Penetrating Radar (GPR) or Test Pits to locate utilities.
5. Preparation of Conservation Commission filings such as Request for Determination of Applicability (RDA), Abbreviated Notice of Resource Area Delineation (ANRAD), or Notice of Intent (NOI).

ASSUMPTIONS

1. Any revisions requested by the Client or other approving authorities after commencement of the survey will be considered Additional Services.
2. The Client is responsible for providing and arranging open and uninterrupted access to the site prior to Nitsch Engineering's arrival. Should access not be supplied, Additional Services will be required.
3. Any information pertaining to the property's ownership and rights, including but not limited to: unrecorded deeds and plans; title reports; written, or verbal agreements; adverse claims; knowledge of monuments existing, removed, or disturbed; and any proposed development will be provided by the Client.
4. This cost assumes record monumentation, including survey control, is recoverable and Nitsch Engineering will encounter reasonable congruity between field and record data.
5. The site is not subject to Article 97 of the Massachusetts Constitution.
6. Access to abutting properties will be obtained by the Client.
7. Regarding the utility information, Nitsch Engineering will indicate the structures and locations of utilities which are indicated on plans provided by utility companies/departments and/or that are observable on the ground surface during the survey, within the project limits. Rim elevations for observable utilities will be shown and invert elevations, sizes, and directions will be obtained for drainage and sewer only, electric and communication manholes will not be opened. Nitsch Engineering does not guarantee the validity or completeness of the data from others. Due to COVID-19 safety protocols, sewer inverts will not be obtained until it is determined to be safe to do so. Record sewer inverts, if available, will be shown.
8. Confined space entry is not required. The Client shall identify any confined spaces within the project area.
9. Inverts requiring police details will be performed within the four (4)-hour minimum charged by police details and is included in the lump-sum cost. Additional details, if required, will be paid by the Client. The estimated cost of the police detail is \$225 per 4-hour minimum charge.
10. Wetland delineation is based on our Wetland Scientist's interpretation of the limits of statutory Wetland Resource Area boundaries and only the appropriate regulatory agencies can provide a legal boundary. Thus, any boundary established by a consultant is subject to modification by authoritative regulatory agencies.
11. Wetland delineation on abutting properties will be allowed by property owners. If no permission is granted, then wetland delineation will be based on Massachusetts Geographic Information System (MassGIS) wetland lines.
12. Only stand-alone trees and trees greater than 36 inches in wooded areas need to be located.
13. Horizontal and/or vertical datum conversions will not be required. Any conversions will require an Additional Services Agreement.
14. Additional or special insurance coverage is not required.

ASSUMPTIONS – continued

- 15. Criminal background checks, such as Criminal Offender Record Information (CORI) and Sexual Offender Record Information (SORI), do not cause undue delays to access site.
- 16. All filing fees and other associated costs will be paid by the Client.
- 17. AutoCAD drawing layer standards used by Nitsch Engineering will not need to be modified.
- 18. The Client will indemnify and hold harmless Nitsch Engineering and its officers, agents, and employees with regard to any errors or omissions within any record document from which information was obtained, in whole or in part, and incorporated into documents prepared by Nitsch Engineering.

COMPENSATION

Compensation for the Additional Services provided will be in accordance with the Standard Contract Terms of Nitsch Engineering’s executed agreement with the Client, dated December 31, 2019. The lump-sum cost for these services is **\$51,700** (see breakdown below) and will be billed on a lump-sum basis. Costs will not be incurred by Nitsch Engineering beyond this lump-sum amount without prior written approval from the Client. Expenses are included in the above-listed fees.

Task 1 – Topographic Survey	\$49,000.00
Task 2 – Prepare an Approval Not Required Plan	\$ 2,700.00

Should the conditions of this revised Additional Services proposal meet with your approval, please sign the Client Authorization section below and return this revised Additional Services proposal to us for our files. If Nitsch Engineering is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization will be deemed an acceptance of this revised Additional Services proposal, and all such services will be provided and compensated for in accordance with the terms and conditions contained herein as though this revised Additional Services proposal were fully executed by the Client.

If you have any questions, please call.

Very truly yours,

Nitsch Engineering, Inc.

Mark Violette

Mark E. Violette, PLS
Senior Project Manager

MEV/ajc

Enclosures: Survey Limits Sketch
Survey Sketch B

Approved by:

Denis Seguin

Denis R. Seguin, PLS
Vice President, Director of Land Surveying

CLIENT AUTHORIZATION

This revised Additional Services proposal is hereby accepted by the Client as evidenced by the execution hereof, and such a person so executing the same on behalf of the Client does hereby warrant full authority to act for, in the name of, and on behalf of the Client.

Such acceptance provides full authorization for Nitsch Engineering to proceed with providing the Scope of Additional Services under the terms and conditions stated herein.

Signature

Date

Printed Name and Title

Survey Limits Sketch

Paul Hanlon Elementary School
790 Gay Street, Westwood, MA
Area = 22+/- Acres
November 16, 2020
Nitsch #13759.1

SCHOOL
PROPERTY
(TYPICAL)

WETLAND
DELINEATION
LIMITS

TOPOGRAPHIC
SURVEY LIMITS

WETLAND
DELINEATION
LIMITS



