

H HUNTRESS ASSOCIATES *Landscape Architecture & Land Planning*

**Proposal for Professional Services
between
Huntress Associates, Inc.
And
Martha's Vineyard Regional School District
for
Landscape Architectural Services**

September 17, 2019

This Agreement is composed of Part I and Part II. Part I includes details of the services to be performed, timing of the services, and compensation. Part II (attached) contains the Terms and Conditions of Agreement, which are proposed general terms of the engagement between Martha's Vineyard Regional School District called the "client" and Huntress Associates, Inc. (HAI).

PART I

PROJECT DESCRIPTION

The proposal consisting of engineering and design services for the construction of a new 400m running track, multi-purpose synthetic turf field, grandstand and pressbox, sports lighting, storage building(s) and associated site improvements at Martha's Vineyard Regional High School in Oak Bluffs, Massachusetts. The project also includes the renovation of an existing natural grass field within the existing 400m track at the same location. HAI understands that Daedalus Projects, Inc. will serve as the Owner's Project Manager through the terms of this contract.

The scope of work includes existing conditions documentation, design and engineering, local permitting, public bidding services as outlined herein. Construction Administration is not included in this scope of work.

SCOPE OF SERVICES

1.0 EXISTING CONDITIONS DOCUMENTATION

HAI shall provide topographic survey, wetland resource delineation and documentation of existing conditions within the limits of Phase One. Final survey shall be provided in AutoCAD format and show the location of all structures, topographic contours at one (1') foot intervals. This survey will NOT include property line or boundary delineation as those limits will be provided by the Owner. Please see the attached sketch to understand the limits of survey to be provided.

Product: Existing Conditions Survey & Wetland Delineation
NHESP Review and Documentation
Wetland Resource Delineation

2.0 GEOTECHNICAL INVESTIGATION

HAI shall provide investigation of subsurface conditions within the limits of Phase One. This scope of work will include soil test pits in the area of the proposed new 400m track, multi-purpose synthetic turf field, pressbox, bleachers, sports lighting, walkways and associated site improvements. This scope also includes investigation in the area of the existing 400m track and field. The finished product will include a

thorough laboratory analysis of existing soils, along with recommendations for subbase material and details required to provide adequate support to the finished surface conditions.

Product: Report of Subsurface Investigation and Foundation Recommendations.

3.0 DESIGN & ENGINEERING SERVICES

A. Architectural Services - Schematic Design

1. Using the Field House Building program and layout provided for master planning we will work with the client to determine the needed spaces for this facility and the best layout for efficiency and space allocation for the program. We will also review the existing outbuildings at the field to see if there is the potential utilization for program use. At the completion of this phase we will have the program set and ready to detail the building with our consultants. Schematic Design will be sufficient for permitting with the Oak Bluffs Planning Board and Martha's Vineyard Commission.

B. Schematic Design

1. HAI shall prepare schematic design documents for the proposed 400m running track, multi-purpose synthetic turf field, grandstand and pressbox, sports lighting, storage building(s) and associated site improvements including renovation of the existing natural grass field within the existing 400m running track. Schematic Design documents shall include, but not limited to, the following:

- a. Athletic Field Renovation
 - (1) Existing site analysis including soil sample testing (Slopes, access, soils, etc.)
 - (2) NFHS compliant 400m running track and multi-purpose field including field grading and drainage improvements
 - (3) NFHS compliant track field events and associated site improvements.
 - (4) Spectator seating plans and details
 - (5) Game management areas
 - (6) Ball restraint systems, as needed
 - (7) Sports Lighting & Site Lighting.
 - (8) Parking Lot and abutter landscape improvements
 - (9) New Multi-Sport Scoreboard(s)
 - (10) ADA access and other associated site improvements
2. Determine Local, State and Federal Permitting requirements
3. Participate in up to four (4) meetings with the client to finalize and present for approval, Design plans and associated Opinions of Probable Project costs.

C. Detailed Opinion of Probable Project Costs

1. HAI will work with the preferred contractor to assist in the preparation of itemized Opinion of Probable Project Costs.

D. Two Dimensional Plan Rendering

1. Prepare one (1) two-dimensional site plan rendering for presentation during permitting and



fund raising events.

E. Final Design Plan Presentation

1. Prepare and present a PowerPoint presentation and boards to assist the Owner in presenting Plans, details, graphics and Probable Project costs to interested parties.

F. Permitting and NPDES

1. Develop in conjunction with Owner and Contractor, the Storm Water Pollution Prevention Plan (SWPP).
2. Prepare drawings and forms required for a NPDES Storm Water General Permit Notice of Intent for Discharge to Outstanding Resource Waters with the Mass Dept. of Environmental Protection. Prepare documentation for Project Closeout regarding Notice of Intent.
3. NPDES reporting requirements during construction will be handled by the Contractor.
4. Prepare and present, in conjunction with the Owner, drawing submission(s) to the Town of Oak Bluffs, and other Regulatory Agencies for approval of the potential Project work. Local permitting to include both the Oak Bluffs Planning Board and the Martha's Vineyard Commission.
5. Coordinate with Massachusetts Division of Fish & Wildlife to secure approval to relocate the existing Osprey nest in the sports lighting posts.

G. Construction Documents

1. ~~When authorized by the Owner, Prepare and Furnish a minimum of two (2) sets of Construction Drawings and Technical Specifications for a publicly bid project from the approved Schematic/Development Design. In addition, furnish an electronic version of Construction Drawings and Technical Specifications.~~
2. Three (3) meetings with the Owner are allocated as part of this Phase of the Project to review the design and project budget.
3. Prepare drawings that fix and describe the Project in layout and materials. Drawings include, but not limited to, the following:
 - a. Site Preparation Plan(s)
 - b. Site Layout & Materials Plan(s)
 - c. Site Grading & Drainage Plan(s)
 - d. Site Utility Plan and Details
 - e. Irrigation Plan & Details (Natural Grass Field Only)
 - f. Site electrical plan and details
 - g. Site Construction Details
 - h. Athletic Field and Equipment Details
4. Prepare Technical Specifications and compile the Project Manual for bidding to meet MGL Chapter 30 39m construction contract standards. Specification sections to include, but not limited to the following:

GENERAL REQUIREMENTS
01 11 00 Summary of Work
01 22 00 Unit Prices



01 23 00	Alternates
01 31 00	Project Requirements
01 31 19	Project Meetings
01 33 00	Submittals
01 50 00	Temporary Facilities
01 57 13	Erosion and Sediment Control
01 77 00	Project Closeout
01 78 36	Warranties
01 78 39	Record Documents

SITWORK

02 00 00	Existing Conditions
<i>Attachment</i>	<i>Geotechnical Reports</i>
03 30 00	Cement Concrete
11 68 33	Athletic Equipment
31 00 00	Earthwork
31 10 00	Site Preparation
32 12 16	Bituminous Concrete Paving
32 16 13.13	Cast-in-place Concrete Curb
32 18 23.29	Synthetic Turf Sports Surfacing
32 18 23.30	Synthetic Turf Underlayment
32 31 13	Chain Link Fences and Gates
32 92 00	Lawns
<i>Attachment</i>	<i>Topsoil Reports</i>
33 40 00	Storm Drainage System

G. Bidding / Negotiation

1. Prepare Addenda information related to the Scope of Work and assist the Owner in the evaluation of bids, contractor qualifications, and negotiations and prepare Construction Contract for award to the Contractor.

H. Construction Administration Services

1. A sixteen (16) week construction period beginning in the Spring of 2020.
2. Attend the Pre-Construction Conference, prepare and distribute Meeting Minutes for the Pre-Construction Conference.
3. Provide assistance to the Owner in the Administration of the Construction Contract related to the Scope of Work described in Contract including, but not limited to, review and approval of Contractor Submittals, Shop Drawings, Requests for Information, Schedule of Values, and Application for Payments, and prepare Sketches and Field Reports as needed.
4. Attend weekly Project Progress Meetings during the Construction Period. Chair the Project Meetings and prepare and distribute Meeting Minutes for each meeting.
5. Provide frequent Inspection and Quality Control Monitoring Services of the Contractor's Work during the Construction Period. Prepare and distribute Field Reports after each visit during the Construction Period. Owner personnel will assist in the monitoring of deliveries and material export.
6. Upon Substantial completion of the Work, prepare a Certificate of Substantial Completion and



a Monetized Punch List for the Scope of Work described in the Construction Contract. If additional work is required and approved by the Owner, time will be billed as Additional Services at a rate approved by the Owner.

7. Review Contractor closeout and warranty documentation for content, accuracy and compliance with Construction Contract requirements.

4.0 SERVICES NOT INCLUDED

- Meetings with Town officials, representatives, boards or committees beyond those listed herein.
- Well testing, exploration and/or well drilling.
- Toxicologist and/or Licensed Site Professional.
- Application Fees / Filing Fees
- Advertising fees
- Architectural Services

5.0 SCHEDULE

Huntress Associates, Inc. anticipates performance of construction document services, exclusive of client and agency review to be completed within nine (9) months, after receipt of notice to proceed from Client. If the client requests that work under this Agreement be stopped, the schedule is subject to renegotiations when written authorization to proceed is received. The schedule is also subject to the payment schedule as noted under Compensation. If work by HAI must be stopped due to failure by you not meeting the payment schedule, then the schedule would be subject to renegotiations

6.0 COMPENSATION

HAI will perform the Scope of Services contained in this Agreement and shall be compensated on a fixed fee basis. The total maximum fee for Basic Services indicated in the schedule below:

PHASE ONE

Task One: Existing Conditions Survey	\$ 29,425.00
Wetland & Environmental Science	\$ 6,750.00
Task Two: Geotechnical Investigation	\$ 12,500.00

PHASE TWO

Task Three: Construction Documentation	
• Schematic Architectural Design	\$ 27,500.00
• 25% Schematic Design	\$ 29,000.00
• 75% Design Development	\$ 44,775.00
• 100% Construction Documents	\$ 39,500.00
Task Four: Permitting	\$ 30,000.00
Task Four: Public Bid Coordination	\$ 2,500.00
Task Five: Construction Administration	\$ TBD

TOTAL **\$221,950.00**



Additionally any work beyond the scope of work described herein will be billed on an hourly basis. A flat \$125.00 per hour is billed. In addition to the labor compensation, HAI shall be reimbursed for expenditures made specifically for the project such as: Application fees, printing and reprographics; shipping, postage, and courier service charges; purchase of maps and similar documents, ferry and hotels costs, etc. These direct expenses will be billed at cost plus 10%. Printing and reproduction of bidding / construction documents required for public bid shall be billed as a reimbursable expense.

Huntress Associates, Inc.

September 17, 2019

Christian C. Huntress

Date

CLIENT AUTHORIZATION

Martha's Vineyard Regional School District agree with Part I which includes the Scope of Services, Schedule, Compensation, and Part II, Terms and Conditions of Agreement (attached hereto and acknowledged as being received). Together they constitute the entire agreement between Huntress Associates, Inc. and Martha's Vineyard Regional School District

By: _____

Title: _____

SBA/CPO

Date: _____

9/18/19



PART II
HUNTRESS ASSOCIATES, INC.
TERMS AND CONDITIONS OF AGREEMENT
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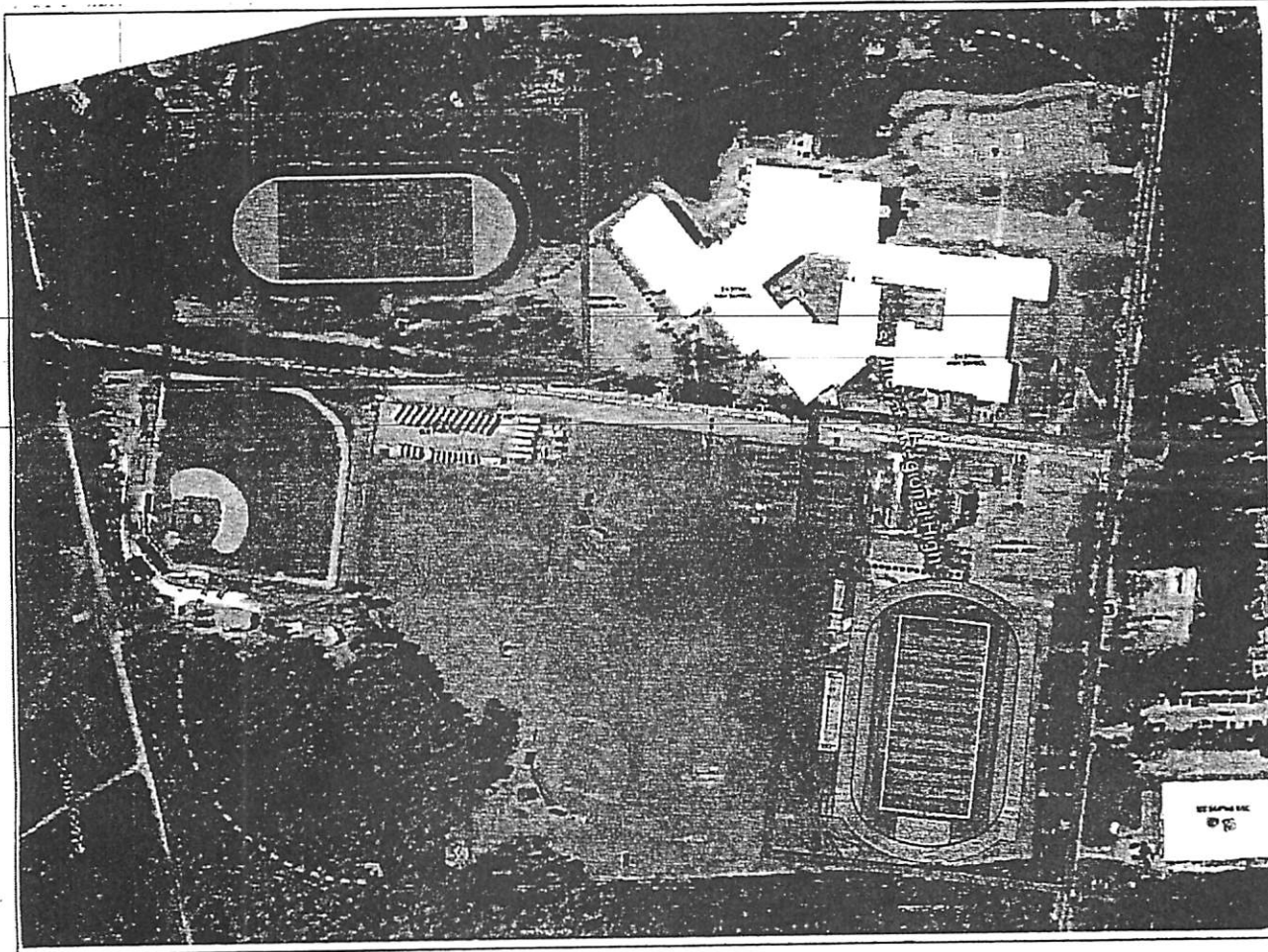
The engagement of Huntress Associates, Inc. (HAI) by Client is under the following terms and conditions and is an integral part of the collective Agreement between Client and HAI.

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal.
 2. Payment to HAI is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
 3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the last invoice.
 4. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.
 5. Invoices will be rendered monthly and become due upon receipt.
 6. ~~Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, HAI shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement and likewise if Client prevails in any such collections Client shall be entitled to full reimbursement of all defense costs including reasonable attorney's fees.~~
 7. Invoice payments must be kept current for services to continue. If the Client fails to pay any invoice due to HAI within 45 days of the date of invoice, HAI may, without waiving any other claim or right against Client, suspend services under this Agreement until HAI has been paid in full all amounts due HAI and/or any of its Consultants and Subcontractors.
 8. HAI agrees to carry the following insurance during the term of this Agreement:
 - Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.
 - Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and in the aggregate.
 - Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate.
 - Automobile Liability Insurance including non-owned and hired automobiles with the following limits:

◊ Bodily Injury	\$300,000 each person
	\$300,000 each occurrence
◊ Property Damage	\$50,000 each occurrence
- Certificates of insurance will be furnished upon request. If the Client requires additional insurance coverage, and it is available, Client agrees to reimburse HAI for such additional expense.
9. HAI shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of HAI.



10. HAI's services will be performed on behalf of and solely for the benefit and exclusive use of Client and Client's agents and designees for the limited purposes set forth in the Agreement. Client acknowledges that HAI's services require decisions which are not based upon science, but rather upon judgmental considerations.
11. Client hereby agrees that to the fullest extent permitted by law, HAI's total liability to Client and any persons or entities claiming by, through or under the Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes including, but not limited to HAI's negligence, errors, omissions, strict liability, statutory liability, breach of contract or breach of warranty shall not exceed \$221,950 (Two Hundred Twenty-one Thousand Nine Hundred Fifty dollars).
12. All documents including Drawings and Specifications prepared by HAI pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by HAI for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to HAI; and the Client, shall release, indemnify and hold harmless HAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle HAI to additional compensation at rates to be agreed upon by HAI and the third person or entity seeking to reuse said documents.
13. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and HAI.
14. HAI agrees to comply with all Federal Equal Opportunity laws, orders and regulations. Without limiting the generality of the foregoing, HAI will not discriminate against any employee or applicant for employment by HAI because of race, creed, color, age, sex, marital status, national origin or disability. In addition, HAI will not discriminate against any employee or applicant for employment by HAI because of sexual orientation. HAI will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, age, sex, marital status, special disabled veteran or Vietnam war veteran status, national origin, disability or sexual orientation. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertisement; (iii) layoff transfer; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. HAI agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
15. This agreement shall be governed and construed in accordance with the laws of the State of Massachusetts.



H
Hastrea Associates, Inc.
 Landscape Architecture & Land Planning
 11 Columbia Street
 Beverly, Massachusetts 01915
 PH 617 352 1111 FAX 617 352 1111



Project:
**Martha's Vineyard
 Regional High School**

Oak Bluffs, Massachusetts

Prepared For:
**Conceptual
 Master Plan
 Phase One**



Scale:	1" = 100'
Date:	11/11/88
Drawn by:	...
Checked by:	...
Project No.:	...
Sheet No.:	5

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