

**CONTRACT FOR DESIGNER SERVICES
AMENDMENT NO 1**

WHEREAS, the Hopkinton Public Schools ("Owner") and BETA Group Inc. , (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the Project - Adaptive Playground at the Marathon Elementary School on July 12, 2024. "Contract"; and

WHEREAS, effective as of May 22, 2025, the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform services for the Design Development Phase, the Construction Documents Phases, Bidding Assistance, and the Construction Administration Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract	After this Amendment
Existing Conditions	<u>\$38,825</u>	<u>\$ 38,825</u>
Schematic Design Phase	<u>\$25,550</u>	<u>\$ 25,550</u>
Design Development Phase	<u>\$</u>	<u>\$</u>
Construction Documents Phase	<u>\$</u>	<u>\$ 65,250.50</u>
Bidding Assistance	<u>\$</u>	<u>\$</u>
Construction Administration	<u>\$</u>	<u>\$ 18,225</u>
Total Fee	<u>\$64,375</u>	<u>\$ 147,850.50</u>

3. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority,
and the Designer have caused this Amendment to be executed by their
respective authorized officers.

OWNER

By 
(signature)

Date 5/22/2025

DESIGNER

By 
(signature)

Date 5/30/2025



December 10, 2024

Revised: December 18, 2024

Susan Rothermich
Assistant Superintendent for Finance & Operations
Hopkinton Public Schools
89 Hayden Rowe Street
Hopkinton, MA 01748

RE: Contract Amendment
Designer Services for Adaptive Playground
Hopkinton, Massachusetts

Dear Ms. Rothermich,

BETA Group, Inc. (BETA) is very pleased to provide this amendment to continue working on the Adaptive Playground project. This proposal will outline our scope of work and associated fee to prepare construction documents for the implementation of the playground. In addition, we have included assisting the Town during the bidding phase of the project and part time services during construction.

The construction documents will be based on the approved schematic design and will include alternative bid items for the Town's consideration.

Scope of Work

The following is our scope of work for your project.

Phase I – Construction Documents and Bidding

Survey Services: BETA will retain the services of a Land surveyor, Oak Hill Engineering (OHE), to perform a topographic survey of the existing conditions of the project area, extending twenty feet (20') beyond the project limits:

- Prepare a plan depicting 1-foot contours and applicable spot grades, as well as existing site features.
- Locate site utilities, including rim and invert elevations, based on record information and visible above-ground appurtenances.
- Provide an existing conditions base plan in AutoCAD.
- This proposal does not include a property boundary survey. Therefore, the resultant plan will not be stamped by a Professional Land Surveyor (PLS).

75% Construction Documents: Based on the approved schematic design and comments received from the Town we will prepare 75% Construction Documents. These plans will include an Existing Conditions Plan, Site Preparation Plan, Site Improvements Plan, Grading and Drainage Plan, Landscape Plan, and other plans and details necessary to convey project information to bidders. This task includes time to prepare a draft of the technical specifications and to revise the estimate of probable construction cost. The 75% Construction Documents will be submitted to the Town for review and comment.

Site Visits: BETA will, on an as needed basis, visit the site to review existing conditions as they relate to the developing design. For purposes of this proposal, we assume up to two (2) site visits as part of this phase.

Meetings: BETA will be available to attend project related meetings with the Town of Hopkinton. For proposal purposes we anticipate up to three (3) virtual meetings during this phase of the project. These meetings are in addition to those outlined above.

100% Construction Documents: Based on comments we will prepare 100% Construction Documents for bidding the project. This will include finalizing the plan set, technical specifications, and the estimate of probable construction cost. The Construction Documents will be revised once based on comments and the final Construction Documents will be submitted to the Town for Bidding.

Pre- and Post-Bid Services: BETA will attend a pre-bid meeting to present the project. This task also includes time to prepare the required addendum(s), review the bids, and to provide a recommendation for award of the contract for construction.

Phase II – Part-time Construction Services

Services during Construction: This task includes time to review and approve shop drawings, submittals, samples, and to respond to Requests for Information (RFI). Construction observation will include attending a preconstruction meeting, construction/job meetings, and visiting the site during the construction operation. The following is a summary of this work

- **Preconstruction Activities:** Assist the Town with construction start up activities. This will include the attendance at an on-site pre-construction meeting, review and comment on the contractor's submitted construction schedule, a preconstruction walk through with the representatives of the contractor and the Town to discuss the proposed work, and respond to contractor questions and to observe current conditions.
- **Shop Drawings and Submittals:** Review and take appropriate action with respect to shop drawings, samples, results of tests and inspections, reports, and other data which the Contractor is required to submit for conformance with the Contract Documents. Up to fifteen (15) submittals are anticipated. Resubmittals will be counted as a submittal.
- **General Consultation & Technical Assistance:** Provide general consultations as may be required to respond to questions and Requests for Information (RFIs) that arise related to the Project's general design intent and to assist the Town in interpretation of contract documents. This task provides for up to twenty (20) hours of general consultation and technical assistance.
- **Periodic Site Visits and Meetings:** Attend meetings with Town and contractor to address various project related issues and matters that arise and make visits to the site during the project duration. For purposes of this proposal, it is assumed that up to eight (8) visits will be provided. This phase provides for attendance to up to five (5) project meetings and the preparation of meeting minutes. Any discrepancies or deficiencies of the contractor or their operations will be reported to the Town.
- **Pay Requisitions and Change Orders:** We will review and provide comments on the contractor's requests for payments and change orders. Final approval will be the responsibility of the Town.
- **Plant Tagging:** BETA will visit up to two (2) nurseries to tag plant material for the project.
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Project Closeout: BETA will conduct an on-site review of the substantially completed project for conformance with the construction documents. Based on this visit BETA will prepare a punch list. We will also participate in a follow-up visit to confirm the completion of punch list items.

Assumptions

- It is our understanding that no permitting will be required for this project. The project area is anticipated to be under one acre, and all work is expected to remain outside of the 100-foot buffer zone of any resource area. Should permitting services be required, BETA will provide a supplemental agreement to perform the necessary work.

- Coordination with state, federal, and local agencies not outlined above will be by supplemental agreement.
- The scope of work does not include the evaluation of the schools' stormwater system. If required, it will be by supplemental agreement.
- Environmental work and investigations for impacted soils is not included.
- Attendance to meetings, hearings, site visits, or other meetings beyond what is outlined above will be by supplemental agreement.
- Inspection of existing utilities is not included and, if necessary, will be by supplemental agreement.
- All advertisements and mailings will be the responsibility of the Town of Hopkinton.
- Additional field survey, topographic mapping, geotechnical, and subsurface investigations, that is not outlined the above scope of work will be by supplemental agreement.
- Reflagging of the wetland resources will be by supplemental agreement.
- Testing services or the coordination of such services is not included.
- Does not include printing of plans or contract book for bidding.
- This scope of work does not include the following services: environmental remediation services, structural engineering, traffic engineering, irrigation design, and signage design. If required, these services will be by supplemental agreement.
- Does not include layout services.
- Testing services or the coordination of such services is not included.
- Measuring, tracking, and reporting on the Contractor's activities are not included.
- Services for review, preparation, and/or approval of applications for payment and/or change orders are not included. Our efforts related to these services will be limited to providing suggestions to the Town.
- Nurseries beyond a two (2) hour drive from the project site or that are in addition to the two outlined above are not included. Should such visits be required, they will be by supplemental agreement.

Compensation

BETA will complete the work described above on a lump sum basis. BETA will prepare and submit monthly invoices on a percent complete for services provided. BETA's lump fee for Phase I is \$65,250.50 and Phase II is \$17,900.00 for a total lump sum fee of \$83,150.50. Reimbursable expenses such as printing, and reproduction is in addition to the above-mentioned fee and will be invoiced at 1.1 times the actual cost. We estimate these costs to be \$325.00 for a total fee of \$83,475.50.

Thank you for the opportunity to provide design services to the Town of Hopkinton. If you have any questions or require additional information on this matter, please feel free to contact me

Sincerely,
BETA GROUP, INC.



Randall L. Collins, ASLA
Vice President



