

6/6/2025
Hannah Crawford, Conservation Administrator
Town of Bellingham
10 Mechanic Street
Bellingham, Massachusetts 02019

RE: Prospect Hill NOI Peer Review (DEP# 105-0968)
Off Lake Street/ Prospect Street
Map 69, Parcel 87 and Map 65 Parcels 20, 22, 22-01, 22-02
Bellingham, Massachusetts

Dear Ms. Crawford and Members of the Bellingham Conservation Commission:

BSC Group, Inc. (BSC) is pleased to submit change order for additional Wetland Scientist peer review services for the Bellingham Conservation Commission relative to the proposed construction of 156-unit townhouse residential development including the construction of roadways and associated infrastructure, utilities, stormwater management basins, and site grading off of Lake Street/ Prospect Street, located at Assessors Map 69 – Parcel 87 and Assessors Map 65- Parcels 20, 22, 22-01, 22-02 in Bellingham, Massachusetts.

A Notice of Intent (NOI) was filed for this proposed project (the Project) under the Massachusetts Wetlands Protection Act (M.G.L. c.131 §40, the WPA) and its implementing regulations (310 CMR 10.00 et seq., the WPA Regulations) and the Town of Bellingham Wetlands Protection Bylaws (Chapter 235, the Bylaw) and implementing Regulations (Chapter 247) by Louis Petrozzi of Wall Street Development Corp. (the Applicant), represented by Paul McManus of Eco Tec Inc. (the Representative). Activities are proposed within the 100-foot Buffer Zone protected under the WPA and Bylaw and the project proposes alteration within Inland Bank, Bordering Vegetated Wetland (BVW), Land Under Waterbodies and Waterways (LUW), the 200-foot Riverfront Area, Bordering Land Subject to Flooding (BLSF), and the 100-foot Buffer Zone to Bordering Vegetated Wetland.

BSC submitted a proposal (dated November 26, 2024) for peer review of this application to the Bellingham Conservation Commission and completed the tasks detailed in that proposal including review of materials and in-person meetings that were outside the scope of that proposal. On May 29, 2025, the Town of Bellingham requested (via email) that BSC submit a Change Order for a supplemental review of selected revised materials as required to confirm that the applicant has satisfactorily addressed the outstanding issues identified in Peer Review Letters #1 and #2, dated February 21, 2025 and April 7, 2025 respectively, and outlined in the *Staff Memo 5/13/2025 Outstanding Comments from BSC Peer Review*. BSC has prepared this change order based upon this request.

BSC, the *Consultant*, proposes to provide to the Bellingham Conservation Commission, the *Client*, the following specific services in accordance with the attached Terms and Conditions and Fee Schedule that are made a part of this Agreement.

1.0 SCOPE OF SERVICES

BSC proposes to provide the Bellingham Conservation Commission (BCC), the Client, the following specific services in accordance with the attached Terms and Conditions and Fee Schedule which are made a part of this

Agreement. This Change Order provides additional review of revised materials as required to confirm that the applicant has satisfactorily addressed the outstanding issues identified in Peer Review Letters #1 and #2, dated February 21, 2025 and April 7, 2025 respectively, and outlined in the *Staff Memo 5/13/2025 Outstanding Comments from BSC Peer Review*. Should any services be required above and beyond what is included in this Change Order, those additional services would be provided on a time and materials basis in accordance with the attached Fee Schedule, and in coordination with the BCC. Likewise, should the BCC determine that more environmental services beyond the tasks/trips/reports listed below are required, then the additional services would be provided on a time and materials basis in accordance with the attached Fee Schedule, and in coordination with the BCC.

The following services will be performed as part of this Agreement:

1.1 Review of Revised Materials and Memo

A BSC Wetland Scientist will review the revised NOI documents provided for DEP# 105-0968 relative to the outstanding items identified in Peer Review Letters #1 and #2 and outlined in the Change Order request email from Hannah Chace received May 29, 2025 and in the *Staff Memo 5/13/2025 Outstanding Comments from BSC Peer Review*. For the purpose of establishing a budget for this proposal, BSCs assumes a total of eight (8) hours of effort to review the selected revised material and prepare a final letter report of our finding to the Commission.

1.2 Meeting Attendance

BSC will prepare for and attend one (1) in-person public hearing with the Conservation Commission. Attendance at this meeting will be to present our findings and address any clarifying questions from the Conservation Commission or Applicant. for the purpose of establishing a budget for this proposal, BSC assumes a total of four () hours to accommodate preparation and attendance at the hearing.

2.0 ADDITIONAL SERVICES

The following services are not included as a part of this Agreement. These services may become necessary based upon the conclusions derived from the performance of the proposed scope above. If required, these services will be performed for an additional fee to be paid on an hourly basis in accordance with the attached BSC Fee Schedule.

- Attendance at any site visits, meetings, or public hearings beyond those included in Section 1.0.
- Review of additional or revised materials that may be requested of the applicant after the supplemental review specified in Section 1.0.
- Review of additional Notice(s) of Intent or any wetland resource area related portion of the Project beyond that specified in Section 1.0.
- Any services not specifically described in Section 1.0.

3.0 ASSUMPTIONS

- BSC shall consult with the Commission prior to any/all consultation with the Applicant's Representative(s) or with a general permission from the BCC.
- This scope shall apply only to the locations and materials specified in the NOI Application (DEP#105-0968).
- Wetland boundary flagging shall be present, visible, and in good condition at the time of inspection.
- Costs are contingent upon all resource area flags being in place and readable in the field.
- BSC will not provide civil or environmental engineering services pertaining to stormwater flow calculations or engineered controls.

4.0 SCHEDULE OF SERVICES

BSC proposes to begin the services identified in Section 1.0 of this Agreement upon receipt of written authorization to proceed in the form of the attached acceptance by the Town and the attached agreement by the Applicant. Services will be provided on a schedule to be agreed upon by the Client and the Company.

It is BSC's understanding that the funding for this work will be provided by the project Applicant through an escrow account. BSC will not proceed with any work under this Agreement until the Client has provided written confirmation that the full funding has been deposited into this account.

5.0 FEES FOR SERVICES

BSC Group, Inc. has estimated a budget of **Three Thousand and One Hundred Dollars (\$3,100)**, including anticipated direct expenses for the services described in Section 1.0 of this Agreement and proposes to provide these services on a **Time & Materials Basis** in accordance with attached Terms and Conditions and Fee Schedule that are made a part of this Agreement. Please note the while BSC has provided cost for individual line items, the above estimated fee is for the aggregate of these individual services. Our fee is summarized as follows:

Task	Budget
1.1 Review and Memo	\$2,400
1.2 Meeting Attendance (x1)	\$1,300
Expenses	\$100
TOTAL	\$3,700

The Company shall inform the Client as soon as practical if it becomes necessary to exceed the budget in order to perform all proposed and additional services required. No additional services shall be performed without prior approval of the Client. Fees shall be billed monthly and shall be due on receipt. The Client shall provide BSC with any specific billing format required for prompt processing of invoices.

6.0 GENERAL CONSIDERATIONS

6.1 The attached "Statement of Terms and Conditions" and Fee Schedule are made a part of this Agreement.

6.2 This proposal is valid for a period of thirty (30) days.

Please execute two (2) copies of this Agreement and initial the attached Terms and Conditions and return one (1) copy with an original signature for our records. BSC welcomes the opportunity to provide our services to the Town of Bellingham.

Sincerely,

BSC Group, Inc.



Amanda Smith, Project Manager

AGREE AND ACCEPTED BY:

APPROVED BY:



Authorized Signature Name, Title

Paul Knapik, PWS / Sr. Associate

6/6/2024

Date

Date

Attachment(s): Terms and Conditions

BSC Fee Schedule

Cc: Paul Knapik

AGREEMENT

The Applicant and the Bellingham Conservation Commission, acting on behalf of the Town of Bellingham, agree as follows. The Applicant acknowledges receipt of a copy of the proposal dated November 15, 2024, submitted to the Bellingham Conservation Administrator by BSC Group, Inc. (BSC). The Applicant agrees to pay the Town of Bellingham monies sufficient to fully compensate the Town for the cost of the professional services as set forth therein. Payment of the Fee for Services is due and payable upon at the time of submission of an executed copy of this Agreement.

Please return an executed copy of this Agreement to the Bellingham Conservation Commission.

Agreement entered into on the date written below by,

Applicant:

Authorized Signature, Title

Date

Town of Bellingham:

Authorized Signature, Title

Date

TERMS AND CONDITIONS

These Terms and Conditions apply to the Consultant's proposal, or the parties' other written agreement, and all exhibits thereto (the "Agreement").

Article 1 - Term

The term of this Agreement will commence upon the Client's acceptance of the Consultant's proposal or such other date specified in the Agreement and will continue until the completion of the Consultant's service s under the Agreement, unless extended or terminated in accordance with these Terms and Conditions.

Article 2- Scope of Consultant Services

The Consultant will perform the services outlined in the Agreement (the "Consultant Services").

If the Consultant Services include construction phase services and/or administration of the contract between the Client (or the owner of the Site) and its contractor(s) for the Project (the "Contractor"), the Consultant will become generally familiar with the progress and quality of the work of the Contractor (the "Contractor's Work") and will endeavor to guard the Client against defects and deficiencies in the Contractor's Work. However, the Contractor will remain solely responsible for the construction means, methods, techniques, sequences and procedures for the Project, for safety programs and for the acts and omissions of itself and its subcontractors.

Unless otherwise provided in the Agreement, the Consultant and its subconsultants and independent contractors shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials in any form at the Site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl, or other toxic substances ("Hazardous Materials"), provided, however, that the Consultant shall report to the Client the presence and location of any Hazardous Materials observed by the Consultant or suspected to exist. If asked by the Client to provide consulting services relating to Hazardous Materials, the Consultant shall carry no liability for Hazardous Materials but shall require any subconsultants providing such services to carry such insurance as the parties may negotiate hereinafter and, in any event, insurance meeting the requirements set forth in Article 9.

Article 3 - Schedule of Consultant Services

The Consultant will perform the Consultant Services in a reasonably prompt manner and, as applicable, in accordance with any schedule set forth in the Agreement; however, the Consultant will not be responsible for delays caused by other parties or by circumstances that could not reasonably have been foreseen at the time of this Agreement or are outside of the Consultant's reasonable control, including but not limited to force majeure events. In the event of such delays, the completion date for the Consultant Services will be equitably adjusted.

Article 4 - Changes and Additions

The Consultant shall review the Project costs and shall report in writing to the Client any conditions which would warrant a change in the scope of the Contractor's Work, the Project budget, methods of investigation, and/or the Consultant Services. The Client reserves the right at any time to make changes or additions to the scope of the Contractor's Work and/or the Consultant Services. Such changes shall be agreed to and authorized in writing by the Client and the Consultant. The Consultant shall not perform any services beyond the scope of this Agreement, or subsequent amendment, without written approval of the Client.

Article 5 - Compliance with Laws

The Consultant shall use reasonable efforts and judgment, consistent with professional standards in the locale of the Project, to identify and interpret present Federal, State and local laws, rules, codes and regulations as they apply to the Project ("Legal Requirements"), and to require its directors, officers, employees, agents, suppliers, sub-consultants, independent contractors, volunteers, members, guests, invitees and vendors (collectively, "Consultant Responsible Parties") to use reasonable efforts to comply with such Legal Requirements.

The parties agree that the Client is and shall remain responsible for notifying the Consultant if Project funding sources require the use of local prevailing wages and benefits under applicable federal or state laws ("Prevailing Wage Laws"). If the Client has not so notified the Consultant before execution of this Agreement, the Client shall indemnify and hold the Consultant harmless for any additional costs, expenses, damages, penalties, fines or other claims for which the Consultant becomes responsible as a result of the application of Prevailing Wage Laws to the Consultant's performance under this Agreement.

Article 6 - Use of Subconsultants

The Consultant may utilize the services of subconsultants, subcontractors or other independent contractors subject to the Client's approval, which approval will not be unreasonably withheld.

Article 7 - Compensation**7.1** *Basis of Compensation*

If the Agreement is for a lump sum amount (a “Lump Sum Amount”), the overall contract amount for the complete and proper performance of the Consultant Services required under this Agreement will be the Lump Sum Amount.

If the Agreement is for an amount not to exceed a fixed cap (a “Not to Exceed Amount”), the Consultant’s compensation will be one or more payments computed as a multiple of actual hourly salary attributable to the time each person actually provides services under the relevant scope, the total of which payment(s) will not exceed the Not to Exceed Amount provided in the Agreement. Compensation for the Consultant’s employees will be computed either (a) at the employee’s actual hourly salary times a multiplier or (b) at unit prices per person or labor category, as provided in the Agreement. The Client will reimburse the Consultant for its expenses which are actually made or incurred in a not-to-exceed aggregate amount identified in the Agreement. Expenses will be subject to a ten percent (10%) markup.

7.2 *Equitable Adjustment*

The Consultant’s compensation will be equitably adjusted if the Consultant Services are suspended, delayed, extended, or otherwise materially changed due to causes outside of the Consultant’s reasonable control.

7.3 *Compensation for Additional Services and Expenses*

In the event the Client approves additional Consultant Services, the Client shall compensate the Consultant for such additional services by such adjustment to the Lump Sum Amount, the Not to Exceed Amount or other compensation as the parties may agree to in writing.

If the Consultant is called upon or subpoenaed to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with this Agreement, the Client will pay the Consultant for all time spent while testifying and reasonable time preparing therefor and producing such records in accordance with Consultant’s schedule current as the date of the subpoena, as well as Consultant’s reasonable expenses and attorney’s fees incurred with respect to responding to such request. This provision does not apply to claims between Consultant and Client.

Article 8 - Payment Provisions**8.1** *Basis of Payment*

If the Agreement is for a Lump Sum Amount, the Lump Sum Amount will constitute full payment for normal direct and indirect costs, including employee benefits, overhead, general administrative costs, profit, other unallocated costs and expenses, and reimbursable expenses for the Consultant Services outlined in the Agreement. The Lump Sum Amount will be apportioned into phased and/or partial payments based on the progress demonstrated by the Consultant and/or the completion of pre-established events.

If the Agreement is for a Not to Exceed Amount, payments will be made upon time and expenses expenditures.

8.2 *Timing of Payment and Notice of Payment Disputes*

Unless otherwise agreed to in writing, the Client's payment of all invoices will be due and payable on receipt. The Client must provide written notice to the Consultant if it disputes or requires clarification as to any part of an invoice, and must pay any undisputed part of the invoice, within thirty (30) days of invoicing or else the Client will waive its right to dispute its liability and the amount due under the invoice. Invoice balances remaining unpaid for thirty (30) days after invoice date will bear interest from the invoice date at 1.5 percent per month or at the maximum lawful interest rate if such lawful rate is less than 1.5 percent per month.

Article 9 - Insurance and Liability**9.1.** *Professional Liability Insurance Coverage*

The Consultant shall maintain at all times required under this Agreement professional liability insurance coverage for professional errors and omissions arising out of the performance of services under this Agreement in an amount not less than \$1,000,000.

9.2 *Deductible*

The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Client.

9.3. *Worker's Compensation, General Liability, Automobile and Other Insurance*

The Consultant shall carry, and shall ensure that each of its subconsultants and independent contractors carries, the following coverages:

- a. Worker's compensation insurance as required under federal and applicable State law.
- b. Employer's liability insurance with a minimum limit per accident or disease of \$1,000,000.
- c. Commercial general liability insurance for bodily injury and property damage in the combined single limit of \$1,000,000.
- d. Comprehensive automobile liability insurance for bodily injury and property damage in the combined single limit of \$1,000,000.

9.4. *Limitations of Professional and Contractual Liability*

- a. Consultant Obligation for Successful Claim. In recognition of the risks, rewards and benefits of the Project available to the Client and the risks and total fee of the Consultant, the Consultant and the Client have agreed that, notwithstanding any other provision of this Agreement, the total liability at law or otherwise of the Consultant and the Consultant Responsible Parties for any and all injuries, claims, losses, expenses or claims expenses, including but not limited to claims by the Client against the Consultant for indemnification and/or contribution due to third party claims against the Client, relating to the Project or arising out of this Agreement from any cause or causes will not exceed the Consultant's aggregate fee for Consultant Services rendered on the subject project. Such causes include but are not limited to the Consultant's or any of the Consultant Responsible Parties' alleged breach of contract, breach of warranty, strict liability, or negligent acts, errors, or omissions.
- b. Consequential Damages. Under no circumstances shall the Consultant or the Consultant Responsible Parties be liable to the Client under any theory of liability for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing however caused including the Consultant's or any of the Consultant Responsible Parties' fault or negligence, regardless of whether the Consultant has been advised of the possibility of such consequential damages.

- c. Timely Notification of Claims. The Client shall report to the Consultant any errors or omissions arising out of the Consultant's services that the Client becomes aware of within two (2) weeks of discovery. The Client agrees to require the same of its contractor. Should legal liability for such errors or omissions exist, failure by the Client or its contractor to notify the Consultant as provided above will relieve the Consultant from the costs of remedying such errors or omissions above what the remedy would have cost had notice been provided within two (2) weeks of discovery.

- d. Client Obligation for Unsuccessful Claim. In the event that the Client makes a claim against the Consultant, at law or otherwise for any alleged error, omission or act arising out of the performance of the Consultant's services, and the Client fails to prove such claim upon final adjudication, then the Client shall pay all costs incurred by the Consultant in defending itself against the claim, including, without limitation, court costs, and other claim-related expenses, including, without limitation, costs, fees, and expenses of experts.

Article 10 – Non-Discrimination

The Consultant shall not discriminate against any person, employee, or applicant for employment because of that person's membership in any legally protected class, including but not limited to that person's race, color, gender, religion, creed, national origin, ancestry, age (40 years and over), sexual orientation, pregnancy, citizenship, gender expression and identity, handicap, disability, genetic information, or veteran status. The Consultant shall not discriminate against any person, employee, or applicant for employment who is a member of, or applies to perform service in, or has an obligation to perform service in, a uniformed military service of the United States, including the National Guard, on the basis of that membership, application, or obligation.

Article 11 – Client Responsibilities: Timely Communications

The Client shall furnish in a timely manner reasonably full information concerning its objectives, schedule constraints, budget and other applicable requirements for the Project, as they may change from time to time. The Client shall render decisions and directions as needed to avoid unreasonable delay in the orderly and sequential progress of the Consultant Services and, as applicable, of the Contractor's Work.

Article 12 – Right of Entry

The Client hereby grants to the Consultant, or represents and warrants (if the Site is not owned by Client), that permission has been duly granted for a Right of Entry by the Consultant and other Consultant Responsible Parties, upon the Site for purpose of performing and with the right to perform all acts, studies, and research, including without limitation the making of test boring and other soil investigation, in connection with the Consultant Services. Should

the Client not own the Site, the Client warrants and represents by acceptance of the Agreement that it has authority and permission of Site owner and any site occupant to grant the Consultant and the Consultant Responsible Parties this right of entry. The Consultant may require evidence of such authority in a form reasonably satisfactory to the Consultant.

Article 13 – Documents

All drawings, reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents, data or information prepared by the Consultant as Instruments of services, and originals thereof and the copyright therein, are and will remain the sole property of the Consultant. The Client may utilize reports and other work preparation by the Consultant for the Client solely for the intended purposes and Site described in this Agreement. The Client may not otherwise copy or use such documents, or permit such copying or use by others, except with the Consultant's written permission. Any reuse or distribution to third parties without such express written permission will be at the Client's sole risk. The Client will release, hold harmless, indemnify and defend the Consultant for any claim arising from the use of such documents without the Consultant's involvement. The Consultant will retain all pertinent documents for a period of three (3) years following the submission of the Consultant's final report to the Client. Such documents will be available to the Client upon request at the Consultant's office during office hours on reasonable notice, and copies will be furnished by the Consultant to the Client for the total cost of reproduction of the same, including but not limited to staff time and copying costs.

Article 14 – Public Responsibility

The Client acknowledges that the Client or the Site owner as the case may be, is now and will remain in control of the Site for all purposes at all times. The Consultant does not undertake to report to any Federal, State, county or local public agencies having jurisdiction over the subject matter any conditions existing at the Site from time to time which may present a potential danger to public health, safety, or the environment. The Client, by acceptance of this Agreement, agrees that Client will timely notify each appropriate Federal, State, county, and local public agency, as required by law, of the existence of any condition at the Site, which may present a potential danger to public health, safety, or the environment.

Article 15 – Standard of Care; Disclaimer of Warranty

The Consultant agrees the services provided hereunder will conform to generally accepted industry standards of care and practice exercised by organizations engaged in performing comparable services in the same locale and under similar circumstances; that the personnel furnishing said services will be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance and performance of such personnel will reflect such standards of care and practice. No warranty, express or implied, will apply to Consultant's services or its Instruments of Service.

Article 16 – Suspension and Termination

Either party may suspend or terminate this Agreement for cause in the event of a material breach upon thirty (30) days' written notice and opportunity to cure.

Notwithstanding any other provision of this Agreement, if the Client suspends or terminates this Agreement in whole or in part without cause, the Client agrees to pay the Consultant for work performed through and including the effective date of the suspension or termination.

In the event the Client suspends the Agreement in whole or in part without cause, the Consultant's compensation may be equitably adjusted upon resumption of the Agreement, including but not limited to address expenses incurred in connection with the interruption and resumption of services and to address increases to the salaries of the Consultant's personnel granted in the ordinary course of its business. Without waiver of any of its other rights, the Consultant may terminate the agreement on thirty days' notice, without further opportunity to cure, if the Client suspends the Agreement without cause for a period of six (6) months or longer.

Without waiver of limitation of its right to terminate for cause, the Consultant may suspend this Agreement immediately and without prior notice in the event that any of its invoices remain unpaid more than sixty (60) days after receipt.

Article 17 - Conflict of Interest

The Client shall not hire or employ, on either a full-time or part-time basis during the term of this Agreement, any person, or persons so long as such person(s) shall be employed by the Consultant.

The Consultant, its subconsultants and independent contractors shall conduct themselves at all times in a manner reasonably calculated to avoid any conflict of interest relating to this Agreement under Federal, State or local law.

Article 18 - Amendments

This Agreement may be amended only by a written instrument specifically referencing this Agreement executed by authorized representatives of the parties.

Article 19 – Choice of Law; Legal Proceedings

This Agreement will be governed by and enforceable in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles. Any legal suit, action or proceeding arising out of or relating to this Agreement will be brought exclusively in the State or Federal Courts sitting in Suffolk County, Massachusetts and the parties irrevocably submit to such exclusive jurisdiction and venue. In the event the Consultant brings a successful claim for payment of compensation due under this Agreement, the Consultant will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which the Consultant may be entitled.

Article 20 – Integrated Agreement; Severability

This Agreement is the complete and integrated agreement between the parties, superseding any prior written or oral communications and agreements between them relating to the Project and the subject matter of the Agreement. In the event that any provision of this Agreement is deemed invalid or unenforceable, the other provisions herein shall remain in force and effect and binding upon the parties hereto as fully as possible and the unenforceable provision(s) will be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.