

MARCH 29, 2023

[www.bscgroup.com](http://www.bscgroup.com)

Jonathan Sylbert  
Town Manager  
66 Sandisfield Road, Suite 1  
Sandisfield, MA 01255

Attn. Brad Curry DPW Superintendent

RE: Bundled NOI for DPW Maintenance Projects

Dear Jon and Brad,

BSC Group, Inc. (BSC) is pleased to submit this proposal for Bundled Notice of Intent (NOI) permitting Services relative to DPW maintenance projects located in the Town of Sandisfield, Massachusetts. The proposed services shall include preparation and submittal of a bundled Notice of Intent by a BSC Ecological Scientist.

BSC has prepared this proposal based upon the following understanding of your needs and circumstances that have affected the scope of services:

- DPW maintenance projects under the bundled NOI are not to occur in environmentally sensitive areas.
- BSC to conduct an ecological Desktop Review.
- BSC to coordinate with the Town of Sandisfield DPW to identify eligible projects.
- BSC to conduct a site visit with the conservation commission.
- BSC to prepare, file and support the bundled NOI.

BSC, the Company, proposes to provide to the Town of Sandisfield, the Client, the following specific services in accordance with the Terms and Conditions listed in the agreement between the Town of Sandisfield and BSC dated June 4, 2019 for the Route 57 over Nameless Brook project.

## **1.0 SCOPE OF SERVICES**

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

### **Notice of Intent Package Preparation and Submittal**

BSC will assist the Town of Sandisfield Highway Department in the preparation of a “bundled” Notice of Intent package with associated narratives for approval of upcoming and anticipated maintenance projects under the Massachusetts Wetlands Protection Act (WPA, M.G.L. c. 131 § 40) and its implementing regulations (310 CMR 10.00 et seq.).

BSC will coordinate with the Sandisfield Highway Department, to help identify maintenance projects that are planned or anticipated over a period of time, to be determined in consultation with the Department, that constitute “exempt” maintenance or are likely to receive a negative Determination of Applicability under the Wetlands Protection Act, such as work that is restricted to previously disturbed (not naturally vegetated) or degraded areas (impervious surfaces) within the public right of way and directly associated with the infrastructure needing maintenance. Only projects occurring in Buffer Zone, Bordering Land Subject to Flooding (100-year floodplain), and Riverfront Area will be identified.

BSC will also help identify those projects that are exempt from the Wetlands Protection Act, including maintenance projects exempt under 310 CMR 10.58(6)(a), 310 CMR 10.02(3), and management of rights of way as specified under 310 CMR 10.03(6)(b) and/or (c), and those that could present permitting delays, such as work within “Estimated Habitats of Rare

(Wetlands) Wildlife” (see 310 CMR 10.59), or work within resource areas as defined at 310 CMR 10.04, all of which would be excluded from the bundled Notice of Intent and require individual filings.

The bundled Notice of Intent will be submitted to the Sandisfield Conservation Commission and the Department of Environmental Protection (DEP) in accordance with filing requirements of the WPA. BSC will coordinate with the Commission to provide public notice at Town Hall and in a local newspaper. BSC will verify local requirements for abutter notification and obtain the appropriate abutters list from the town and mail abutter notifications. Filing fees and advertisement costs will be billed separately.

Such filing preparation assumes pre-filing coordination with the Town of Sandisfield Conservation Commission including a planning meeting and review of proposed project locations, coordination with the Client and Conservation Commission throughout the permitting process, complete preparation of Notice of Intent documents, to include Abutter Notification, and attendance at one (1) public hearing in the Town of Sandisfield by a BSC Ecological Scientist. BSC will review the expected Order of Conditions and any Special Conditions to identify unusual issues adverse to the Client’s interest and record the Order online at the appropriate County Registry of Deeds.

## 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.

- Formal field delineation of wetland resource areas under the Massachusetts Wetlands Protection Act. Work activities proposed under the bundled Notice of Intent will require delineation within 100 feet of the work area and within 200 feet of all perennial streams. Resource areas shall be delineated to a distance of 30 feet from the proposed work area. Where exempt maintenance mowing is proposed that will not result in the expansion of the mowed area, a formal delineation of resource areas is not required.
- Permitting maintenance projects that can not be included in the bundled NOI.
- Additional site visits and/or coordination with the DPW
- Site visits that may be required at the Start of Work at individual project sites.
- Maintenance of records pertaining to the progress of projects included in the yearly project lists shall be the responsibility of the Highway Department Superintendent.
- Support for annual amendments of the approved scope of work including the addition of projects that meet the criteria of the MassDEP NOI Draft Guidance.

## 3.0 SCHEDULE FOR SERVICES

BSC proposes to begin the services identified in Section 1.0 of this Agreement upon receipt of written authorization to proceed. Proposed services will begin within thirty (30) calendar days from receipt of written Notice to Proceed within an overall project schedule to be agreed upon with the Client.

This offer to perform services is valid for a period of thirty (30) days from the date of this proposal.

## 4.0 FEE FOR SERVICES

- 4.1 BSC has estimated a budget of **Sixteen Thousand Three Hundred (\$16,300) Dollars**, exclusive of any and all direct reimbursable expenses for the services described in Section 1.0 of this Agreement. BSC proposes to provide these services on an hourly basis in accordance with the attached BSC Fee Schedule. The Company suggests that the Client budget **One Thousand (\$1,000) Dollars** for reimbursable expenses. BSC’s estimated budget for proposed services shall not be construed to be a not-to-exceed amount by line item or in the aggregate. 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. BSC will not exceed the estimated budget without mutual agreement with Client.

Task 1.1	Desktop Review	\$2,400
Task 1.2	Coordination with DPW	\$4,700
Task 1.3	Site Visits with Conservation Commission	\$2,200
Task 1.4	Preparation, filing, support bNOI	\$7,000
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	Total	<b>\$16,300</b>

The Client shall provide BSC with any specific billing format required for prompt payment of invoices. The mailing address for all payments is:

BSC Group, Inc.  
803 Summer Street  
Boston, MA 02127

**5.0 GENERAL CONSIDERATIONS**

The terms and conditions shall be as stated in the agreement between the Town of Sandisfield and BSC dated June 4, 2019 for the Route 57 over Nameless Brook project.

Please execute this Agreement and return one (1) copy with an original signature for our records. BSC welcomes the opportunity to provide professional services for this project.

Sincerely,


BSC Group, Inc.



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Matthew Burne, PWS

**AGREE AND ACCEPTED BY:**



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Jonathan Sylbert,  
Town Manager

5/17/23

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Date

## Fee Schedule

### CLASSIFICATION

### HOURLY RATE

#### Professional Staff

Principal: Engineer, Planner, Landscape Architect, Land Surveyor, Scientist	\$235.00 to \$310.00
Managing: Engineer, Planner, Landscape Architect, Land Surveyor, Scientist	\$180.00 to \$250.00
Senior Project: Engineer, Planner, Landscape Architect, Land Surveyor, Scientist	\$140.00 to \$205.00
Project: Engineer, Planner, Landscape Architect, Land Surveyor, Scientist	\$125.00 to \$190.00
Staff: Designer, Planner, Landscape Architect, Land Surveyor, Scientist	\$90.00 to \$130.00
Expert Witness Testimony/Court Appearance	\$300.00 to \$350.00

#### Technical Support Staff, Specialists

Senior: Calculator, Chief of Party, Drafter, Instrument Operator, Technician, Text Processor, Administration, Support, Analyst	\$95.00 to \$175.00
Staff: Calculator, Drafter, Instrument Operator, Technician, Text Processor, Administration, Support, Analyst	\$75.00 to \$125.00

#### Field Survey Party\*

3-person Field Crew	\$280.00 to \$390.00
2-person Field Crew	\$180.00 to \$265.00
1-person Field Crew	\$150.00 to \$220.00

#### Expenses

Direct Expenses will be billed with a 10% markup. Direct Expenses include cost of transportation, shipping/courier service, printing and reprographics, telecommunications, presentation graphics, project supplies, subcontractors, subconsultants and other costs directly applicable to the individual project.

\* Premium rates apply for overtime hours, night shifts and weekend work.