

November 14, 2023

David Morgan
Town of Arlington
730 Mass Avenue Annex
Arlington, MA 02476
Vie email: dmorgan@town.arlington.ma.us

**RE: Proposal for Peer Review Services
Notice of Intent – Thorndike Place
Arlington, Massachusetts
SWCA Proposal No. P85770**

Dear Mr. Morgan:

SWCA Environmental Consultants (SWCA) is pleased to provide you with this scope of work and cost estimate for peer review services for the proposed Thorndike Place Residential Community located along Dorothy Road in Arlington, Massachusetts. We understand the Arlington Conservation Commission (Commission) has received a Notice of Intent (NOI) application for the construction of six duplex buildings along with a senior living building with associated site improvements to be constructed on ± 5.7 acres of eleven parcels totaling ± 17.7 acres (Assessor's Parcels 13-12-5A, 14-2-5, 14-2-8, 16-8-2, 16-8-3, 16-8-4, 16-8-5, 16-86, 16-8-7A, and 17-5-6A). This construction proposes impacts to Bordering Land Subject to Flooding and the 100-foot Buffer Zone. The Commission is requesting a third-party peer-review of the restoration planting plan provided as part of the NOI application.

The requested peer review services will consist of the following sequenced tasks: (Task 1) environmental review of the NOI application materials and site plans for completeness and regulatory compliance, (Task 2) peer review letter report provided to the Commission summarizing Task 1, and (Task 3) meeting attendance by SWCA.

We anticipate that we can complete this work for \$5,425 on a time and materials, not to exceed basis. We will invoice you monthly, and payment is expected within 30 days. If additional effort is required or requested, a change order may be necessary.

SWCA appreciates the opportunity to provide environmental peer review services for the Commission. If you have any questions or require additional information, please do not hesitate to contact me at (508) 232-6668, or at chase.bernier@swca.com. We look forward to working with you on the review of this project.

Sincerely,



P. Chase Bernier, CWB, PWS, CERP
Senior Natural Resources Team Lead



SERVICES AGREEMENT

SWCA, Incorporated
20 E Thomas Road, Suite 1700
Phoenix, Arizona 85012
Tax I.D. Number 860483317

This Services Agreement ("Agreement") is entered into effective as of the 14th day of November, 2023 by and between SWCA, Incorporated, an Arizona corporation doing business as SWCA Environmental Consultants ("SWCA"), and the client identified below ("Client") (or each entity individually "Party" and collectively "Parties"). SWCA and Client agree as follows:

BASIC TERMS

Client Information

Client (complete legal name): Town of Arlington

Client's State of Incorporation/Organization: Massachusetts

Street Address: 730 Mass Ave Annex

City: Arlington

State: MA

Zip Code: 02476

Main Client Contact Name: David Morgan

Email: dmorgan@arlington.ma.us

Phone: 781.318.3012

Fax:

☐ Send Invoices to Main Address / Billing Contact:

☒ Send Invoices via Email: dmorgan@arlington.ma.us

☐ Send Invoices to Alternate Billing Address (below)

Billing Contact:

Street Address:

City:

State:

Zip Code:

Phone:

Email:

Basic Project Information

Project Title: Thorndike Place Notice of Intent Peer Review

Project Number: 85770

Project County: Middlesex

Project Manager: Chase Bernire

Project City: Arlington

Project State: MA

Scope of Services

The services to be provided by SWCA hereunder (the "Services") are described as follows or in a document attached to this Agreement and referred to as the "Statement of Work" or "SOW" (which may be labeled as Exhibit A). As used herein, the term "Agreement" refers to this Agreement and any related SOWs, together with the attached Services Agreement General Terms, each incorporated herein by this reference.

Work Schedule

Estimated Start Date: The estimated date by which SWCA is expected to begin performing the Services ("Estimated Start Date") is as follows (check applicable box): ☐ as described in SOW or ☒ December 1, 2023.

Estimated Completion Date: The estimated date by which SWCA is expected to complete the Services ("Estimated Completion Date") is as follows (check applicable box): ☐ as described in SOW or ☒ February 29, 2024.

SWCA's Fees

The fees payable for the Services shall be as follows (check applicable box):

☐ \$ "Fixed Fee" basis for the Services described in the Statement of Work.

☒ \$5,425.00 "Time and Materials, Not-To-Exceed", at rates quoted in the SWCA Rate Schedule which may be labeled as Exhibit B.

☐ \$ "Time and Materials" (estimated contract value; no ceiling) at rates quoted in the SWCA Rate Schedule which may be labeled as Exhibit B.

- ☐ \$ N/A "Time and Materials On-Call" at rates quoted in the SWCA Rate Schedule which may be labeled as Exhibit B.
- ☐ \$ per unit, not to exceed \$ total contract value "Unit Fee Max" (eg: per day; with contract ceiling) at rates quoted in the SWCA Rate Schedule which may be labeled as Exhibit B.
- ☐ \$ per unit "Unit Fee On-Call" (eg: per day; estimated contract value; no ceiling).

Sales Tax (check applicable box)

- ☐ Sales Taxes are NOT included in the contract value specified above, if any (i.e., Sales Taxes will be billed to Client in addition to the specified contract value).
- ☐ Sales Taxes are included in the contract value specified above, if any.
- ☐ Sales Taxes not applicable.

Invoicing and Payment

Deposit: Client agrees to provide SWCA with a deposit of \$0.00 promptly upon Client's execution of this Agreement as an advance deposit towards payment of fees and any reimbursable expenses payable under this Agreement. If Client does not provide such deposit, SWCA may delay beginning work until such deposit is received or may terminate this Agreement by written notice to Client. The deposit may be applied to amounts currently due to SWCA and unpaid or SWCA may hold the deposit and apply it to the final invoice(s).

Reimbursement of Expenses: Client shall reimburse SWCA for expenses as described in the SOW and in SWCA's Rate Schedule which may be labeled as Exhibit B as referenced above.

Payment Terms: SWCA shall invoice Client monthly for services rendered (based on percentage of completion/hours expended, as applicable) and expenses incurred. Invoices are payable within 10 days of Client's receipt of payment from its client, but in no case any longer than 75 days from the invoice date. Overdue amounts bear interest at the rate of 1.5% per month until paid and are subject to a monthly late-payment service charge equal to the greater of \$200 or 1% of the overdue balance.

Manner of Payment: Unless a different manner of payment is requested by SWCA, payments are to be remitted as follows:

- *Preferred Payment Method:* ACH/EFT: Routing number – 071922777; Account number – 7811583501; Account Type – Business Checking; Bank Name – First American Bank; Location: - Carol Stream, Illinois. Submit remittance advice to payment@swca.com.
- *Alternate Payment Method:* Via check mailed to: P.O. Box 7217, Carol Stream, IL 60197-7217.

Acceptance

If this Agreement is not returned to SWCA duly executed on behalf of Client within thirty (30) days from Client's receipt of this Agreement, SWCA may rescind this Agreement by written notice to Client. This Agreement may be signed in counterparts and may be signed or delivered electronically.

Special Terms

In addition to the Basic Terms set forth above, and General Terms set forth below, the Parties agree to the terms set forth in the following Special Terms (none if blank). In case of a conflict, the Special Terms shall take precedence.

n/a

SWCA, Incorporated

Client: Town of Arlington

By:
(signature)

By:
(signature)

Name: Chase Bernier

Name:

Title: Sr. Natural Resources Team Lead

Title:

Date:

Date:

SERVICES AGREEMENT GENERAL TERMS

The following General Terms apply to that certain Services Agreement between SWCA, Incorporated ("SWCA") and the client identified in said Services Agreement ("Client"). References to the "Basic Terms" mean the terms set forth above the signature line in such Services Agreement. References to the "General Terms" mean the terms set forth below. References to this "Agreement" mean the Basic Terms together with the General Terms, including any "Special Terms" above the signature line, together with any SOW executed by the Parties in connection with the Basic Terms. To the extent an SOW contains terms that are in addition to or different than these General Terms, the terms of the SOW shall govern.

1. Services

- 1.1 Scope of Services. Pursuant to the terms of this Agreement, SWCA shall provide those services that SWCA agrees in writing to provide under this Agreement ("Services") as set forth in the Basic Terms and in any applicable SOW. Any reports and similar materials that SWCA is required to deliver to Client as part of the Services are referred to as "Deliverables". References in this Agreement to the "Services" include any Deliverables related to those Services. References in this Agreement to the "Project" mean the project to which the Services relate.
- 1.2 Subcontractors/Subconsultants. Use of subcontractors or other subconsultants by SWCA to perform the Services are subject to Client's written approval. SWCA's obligations under this Agreement with respect to performance of the Services shall apply to any portions of the Services subcontracted by SWCA.

2. Work Schedule

- 2.1 Start of Work. Unless otherwise directed by Client, SWCA may start work before the Estimated Start Date where necessary or helpful for the prompt completion of the Services but an early start shall not change any Estimated Completion Date unless otherwise mutually agreed in writing.
- 2.2 Completion of Work. It is acknowledged that the Estimated Completion Date is an estimate and that SWCA shall not be responsible for delays caused by circumstances beyond SWCA's reasonable control. Client agrees to provide reasonable cooperation as necessary to enable the completion of Services.
- 2.3 Work Delays. It is acknowledged that this Agreement constitutes a commitment by SWCA to perform the Services and a commitment by Client to pay SWCA for the Services according to this Agreement, subject to the terms of this Agreement including terms allowing termination of this Agreement. Consequently, if Client directs SWCA not to start work or to suspend work or otherwise gives directions that restrict SWCA's performance of the Services, SWCA's following of such directions shall not limit SWCA's rights under this Agreement. Any Estimated Completion Date shall be extended to the extent of any delays caused by Client (e.g., delays due to requests by Client not to start work or to suspend work or due to Client's breach of this Agreement). In the event of cumulative delays in starting or continuing work of over 180 days that are caused by Client or otherwise due to circumstances beyond SWCA's reasonable control, SWCA may elect to terminate this Agreement by written notice to Client.

3. Changes in Scope of Services

- 3.1 Additional Services. Any services provided by SWCA for Client that are outside the scope of the Services under this Agreement (as defined in Section 1.1) shall constitute "Additional Services" under this Agreement (unless such services are the subject of a separate agreement executed by SWCA and Client in which event such services shall be governed by such other agreement). Additional Services provided by SWCA with Client's written approval shall constitute "Approved Additional Services" and shall be part of the Services under this Agreement.
- 3.2 Payment for Additional Services. SWCA shall be entitled to additional compensation for Approved Additional Services on such terms as are agreed on in writing by SWCA and Client. The following terms shall apply to Approved Additional Services unless otherwise agreed in writing by SWCA and Client: (i) SWCA shall be entitled to additional compensation for Approved Additional Services on an hourly basis at SWCA's then-current hourly rates for the services at issue, (ii) such additional compensation shall not count towards any not-to-exceed amount established as part as of the original pricing and payment terms, and (iii) SWCA shall be entitled to expense reimbursement from Client with respect to the Approved Additional Services on terms consistent with expense reimbursement terms applicable to the Services.
- 3.3 Reduction in Services. If Client desires to reduce the scope of the Services, Client shall provide written notice to SWCA of the proposed changes in the scope of the Services and of any corresponding changes proposed by Client with respect to SWCA's compensation and related terms. If SWCA gives Client written notice that SWCA

accepts such proposal, the terms of this Agreement shall be deemed amended in accordance with the accepted proposal.

- 3.4 Subpoena Related Additional Services. In the event that SWCA is required to spend time in response to a subpoena or similar legal requirement ("Subpoena") arising out of a dispute or legal action or investigation involving Client or the Project, the expenditure of such time shall constitute "Additional Services" hereunder. These terms do not apply to the extent that a dispute or legal action includes claims asserted against SWCA and the Subpoena is in furtherance of those claims. SWCA shall be entitled to reimbursement from Client with respect to expenses incurred in connection with Additional Services involving a Subpoena.

4. Standard of Service, Project Information and Deliverables

- 4.1 Standard of Service. SWCA shall perform the Services in compliance with applicable law, and in accordance with the level of care generally observed by similar companies providing the same services under similar circumstances ("Standard of Service"). SWCA's obligations with respect to the quality of the Services are subject to the terms of this Agreement and conditioned on SWCA's receipt of all undisputed amounts due to SWCA with respect to the Services at issue. SWCA shall not be responsible for the quality of any partially completed Services in the event SWCA is prevented from completing the Services due to Client's breach or other circumstances beyond SWCA's reasonable control. EXCEPT AS TO THE WARRANTIES SET FORTH HEREIN, CONTRACTOR AND ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, AND AFFILIATES PROVIDE THE SERVICES AND DELIVERABLES "AS IS," AND MAKE NO REPRESENTATIONS OR WARRANTIES OF KIND, EXPRESS OR IMPLIED, AND DISCLAIM ALL WARRANTIES DERIVING FROM, RELATED TO, OR ARISING OUT OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
- 4.2 Project Information. SWCA shall be responsible for the accuracy of information prepared by SWCA as part of the Services as necessary for SWCA to conform to the Standard of Service. SWCA shall not be responsible for the accuracy of materials that were not prepared by SWCA (e.g., government records, materials provided by Client, third-Party maps and reports) except to the extent SWCA agrees in the SOW to be responsible for verifying the accuracy of those materials.
- 4.3 Deliverables. SWCA may withhold Deliverables contingent on payment for work relating to such Deliverables. Client's right to use any Deliverable is conditioned on Client's payment of all amounts due to SWCA.
- 4.4 Confidentiality. SWCA and Client shall use reasonable efforts to maintain the confidentiality of any non-public information relating to the other Party or the Project, including the terms of this Agreement and any SOW.
- 4.5 Data Security. SWCA acknowledges that it has reasonable information and cybersecurity policies and procedures in place that are designed and functioning in a manner to protect client/customer information. SWCA acknowledges and agrees that any client/customer information provided to SWCA by or on behalf of Client will be subject to such policies and procedures.
- 4.6 Non-Interference with Employees. Each party agrees not to hire or solicit, directly or indirectly, any employee or former employee of the other party for a period of the greater of a. one (1) year after the date of this agreement, or b. for a period of one (1) year after the expiration or termination of any future contract the parties may enter into, without the other party's prior written consent provided, however, that the foregoing restriction shall not apply with respect to former employees of such other party who have not been employed by such other party for the six (6) months prior to such hire or solicitation. However, notwithstanding the above, this section shall not restrict the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring, without prior written consent, the other party's employee who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited by the hiring party.

5. Payment-Related Terms

- 5.1 General Payment Terms. General payment terms are set forth in the Basic Terms. Except as expressly agreed by SWCA in writing, payment to SWCA shall in no event be withheld by reason of Client not receiving payment from a third-Party.
- 5.2 Fixed Fee and Not-To-Exceed Terms. Except where a fixed fee or a not-to-exceed amount is mutually agreed in writing, any fee quotes are non-binding estimates. If SWCA agrees to a fixed fee or a not-to-exceed amount based

on inaccurate or incomplete information provided by Client or other circumstances that are not SWCA's fault and, as a result, the assumptions relied upon by SWCA for the originally agreed upon fee limit are materially affected, the Parties shall negotiate in good faith to determine appropriate modifications in pricing and related terms.

- 5.3 Late Payment. In the event Client fails to pay any undisputed amounts to SWCA when due, SWCA shall have the right to stop work after giving Client written notice of the non-payment and the intention to stop work. In the event Client fails to pay any undisputed amounts to SWCA when due and does not cure such failure within three (3) business days from SWCA giving written notice of non-payment ("Payment Default"), SWCA's remedies shall include the right to: (i) suspend performance of the Services and withhold Deliverables until SWCA receives payment for all overdue and undisputed amounts and reasonable assurances of future payment; (ii) terminate this Agreement by providing written notice of termination to Client; and/or (iii) exercise other rights and remedies available under this Agreement or applicable law. In the event SWCA and Client are Parties to more than one agreement under which SWCA is obligated to provide services and Client fails to pay any amounts to SWCA when due under one services agreement, SWCA may treat that as a failure to pay under other services agreements. Undisputed overdue amounts bear interest at the rate of 1.5% per month until paid. Client shall reimburse SWCA for all reasonable attorneys' fees, court costs and other expenses incurred by SWCA (including any commissions payable to collection agencies) in connection with efforts to collect overdue amounts payable under this Agreement (including efforts to collect such attorneys' fees, court costs and other expenses).
- 5.4 Reimbursable Expenses. SWCA may, with Client's prior written approval, use subcontractors to complete the Services. Client shall reimburse SWCA for costs incurred in connection with the Services as provided in this Agreement. Subcontractor costs shall be subject to a 20% administrative fee and other costs shall be subject to a 15% administrative fee.
- 5.5 Work Performed in Puerto Rico. All SWCA labor physically performed in Puerto Rico shall be subject to Puerto Rico's then-current sales and use tax (currently 11.5%). However, if Client submits either 1) a 'Certificate for Exempt Purchases and for Services Subject to the 4% Special-SUT,' or 2) A 'Merchant Registration Certificate,' SWCA will charge a 4% sales and use tax on SWCA labor physically performed in Puerto Rico.

6. Term and Termination

- 6.1 Term of Agreement. Unless terminated earlier pursuant to the terms of this Agreement, this Agreement shall remain in effect until the Services that are the subject of this Agreement are completed. Upon completion of the Services, this Agreement shall automatically terminate subject to survival of specified terms as described below.
- 6.2 Termination for Breach. In the event either Party materially breaches this Agreement and does not cure such breach within ten (10) business days of receipt of a written notice the Party may terminate this Agreement by giving five (5) business days advance written notice of termination.
- 6.3 Termination for Convenience. Either Party may terminate this agreement upon thirty (30) days written notice.
- 6.4 Payment Upon Termination. If this Agreement terminates under any circumstances, SWCA's payment rights shall include the following: In the event of termination of this Agreement where the Services are priced on a fixed-fee basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the percentage of work completed prior to the effective time of termination as reasonably estimated by SWCA. In the event of termination of this Agreement where the Services are priced on a time and materials basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the number of hours worked prior to the effective time of termination. SWCA shall also be entitled to reimbursement of expenses that are reimbursable under the terms of this Agreement and incurred prior to the effective time of termination.
- 6.5 General Termination Provisions. The termination rights provided in this Section 6 are in addition and without prejudice to other termination rights provided under this Agreement. In the event of termination of this Agreement, Client shall immediately deliver to SWCA all SWCA property that Client has possession or control of including any Deliverables that are not fully paid for. Upon termination of this Agreement, all provisions of this Agreement that expressly or by their nature continue in effect (e.g., payment terms, confidentiality provisions, liability limitations, indemnification obligations, and general terms) shall survive termination.

7. Remedies

- 7.1 Attorneys Fees. In the event of any litigation or dispute arising out of, or relating to the subject matter of, this Agreement, the non-prevailing Party shall reimburse the prevailing Party for its reasonable attorneys' fees and court costs incurred in connection with such litigation or dispute.
- 7.2 Consequential Damages. Neither Party shall be liable for any consequential, incidental, liquidated, or special (including multiple or punitive) damages of the other Party arising out of or in connection with this Agreement.
- 7.3 Indemnification. Each Party shall indemnify the other Party against any losses (including amounts reasonably paid for attorneys' fees) to the extent incurred as a result of the indemnifying Party's breach of this Agreement or as a result of any negligent acts or omissions attributable to the indemnifying Party. These indemnification rights and obligations do not limit any indemnification rights and obligations provided under applicable laws. However, in no event shall any indemnification rights and obligations impair any liability limitations provided under this Agreement.
- 7.4 Limitations. In no event shall SWCA have any liability for any adverse consequences that result from following the directions of Client. In addition, to the fullest extent permitted by law, and notwithstanding anything in this Agreement or an SOW to the contrary, SWCA's aggregate liability for any claims arising under or in connection with this Agreement or any related SOW shall not exceed the sum of all fees paid by Client to SWCA under the related SOW in the twelve (12) month period preceding the act or omission giving rise to such claim(s).

8. Insurance

- 8.1 SWCA shall provide, pay for, and maintain in force at all times during the performance of the Services insurance to protect itself from claims arising under Worker's Compensation; from claims for damages because of bodily injury including personal injury, sickness or disease or death of any person; from claims for damages resulting from injury to or destruction of property, including loss of use thereof; and from claims arising out of the performance of professional services.
- 8.2 SWCA shall provide, pay for, and maintain in force at all times during the performance of the services hereunder, insurance in compliance with the insurance coverage listed below.
- A. Workers' Compensation Insurance as may be required by all state and federal worker's compensation acts.
 - B. Employers' Liability Insurance with limits of at least One Million Dollars (\$1,000,000).
 - C. Commercial General Liability Insurance covering liabilities for death and personal injury and liabilities for loss of or damage to property with a combined single limit of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
 - D. Umbrella Excess Liability Insurance written as excess of Employers' Liability, Commercial General Liability, and Business Automobile Liability, with limits of not less than Five Million Dollars (\$5,000,000) each occurrence, combined single limit.
 - E. Automobile Liability Insurance with a minimum One Million Dollars (\$1,000,000) per occurrence coverage for both bodily injury and property damage.
 - F. Professional Liability Insurance with limits of liability of not less than Five Million Dollars (\$5,000,000) each claim/annual aggregate.

9. Additional Terms

- 9.1 Entire Agreement. This Agreement, including all applicable Statement(s) of Work, reflects the entire agreement of the Parties with respect to its subject matter. Any other documents and communications preceding or contemporaneous with execution of this Agreement (including any proposals and other preliminary documents) are hereby superseded and shall have no binding effect except to the extent the terms of such documents and communications are expressly designated by SWCA and Client in writing as constituting part of this Agreement. SWCA shall have no obligations under the terms of any other contracts (e.g., contracts between Client and a third-Party who has engaged the services of Client where Client is engaging the services of SWCA as a subcontractor/subconsultant), except to the extent SWCA has been provided a copy of those contract terms and SWCA has expressly agreed in writing to be bound by those terms, in which event only those terms that are applicable to the Services to be performed by SWCA shall apply.
- 9.2 Amendment; Waiver; Severability. No amendment to this Agreement or any waiver may be enforced against a Party unless the amendment or waiver is agreed to in writing by that Party. If a provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall continue in effect, and the provision held to be invalid or unenforceable shall be automatically amended to most closely approximate the original provision on terms that are valid and enforceable.

- 9.3 Assignment. The rights and obligations of the Parties under this Agreement may not be assigned or otherwise transferred without the written consent of the other Party, which consent shall not be unreasonably withheld. In the event Client does not pay any amounts payable to SWCA when due, SWCA may assign its payment rights and related rights under this Agreement to a collection agency or other third-Party.
- 9.4 Interpretation. The terms of this Agreement constitute the written expression of the mutual agreement of the Parties and shall be construed neutrally and not for or against either Party. Periods of time established by this Agreement in days shall be calculated using calendar days and not business days unless otherwise specified. When used in this Agreement, the term "include" or "including" and similar terms shall be construed to mean "including but not limited to".
- 9.5 Governing Law. This Agreement and any claims arising out of, or relating to the subject matter of, this Agreement shall be governed by the laws of the state or territory in which the project is located, without regard to choice of law rules, or such laws as are otherwise identified as governing by mutual written agreement of the Parties.
- 9.6 Notices. Notices and communications relating to the subject matter of this Agreement may be given and made by any reasonable means not inconsistent with this Agreement, including facsimile or email if reasonable in the circumstances.
- 9.7 Relationship. The relationship between Client and SWCA shall be that of independent contractors and not that of partners, joint venturers or otherwise.
- 9.8 Execution. This Agreement may be executed in counterparts and delivered by any reasonable means including electronically. An executed Agreement delivered electronically shall be deemed an original for all purposes, but the Parties shall provide a duly executed original promptly upon request from the other Party. This Agreement and any related SOWs may be executed electronically, including via DocuSign.

EXHIBIT A – STATEMENT OF WORK

THORNDIKE PLACE NOTICE OF INTENT REER-REVIEW SERVICES

PROJECT UNDERSTANDING

SWCA Environmental Consultants (SWCA) is pleased to provide you with this scope of work and cost estimate for peer review services for the proposed Thorndike Place Residential Community located along Dorothy Road in Arlington, Massachusetts. We understand the Arlington Conservation Commission (Commission) has received a Notice of Intent (NOI) application for the construction of six, two-unit duplex buildings along with a 124-unit senior living building with associated site improvements to be constructed on ± 5.7 acres of eleven parcels totaling ± 17.7 acres (Assessor's Parcels 13-12-5A, 14-2-5, 14-2-8, 16-8-2, 16-8-3, 16-8-4, 16-8-5, 16-8-6, 16-8-7A, and 17-5-6A). This construction proposes impacts to Bordering Land Subject to Flooding BLSF and the 100-foot Buffer Zone. The Commission is requesting a third-party peer-review of the restoration planting plan provided as part of the NOI application.

The requested peer review services will consist of the following sequenced tasks: (Task 1) site visit, (Task 2) environmental review of the NOI application materials and site plans for completeness and regulatory compliance, (Task 3) peer review letter report provided to the Commission summarizing Task 1, and (Task 4) meeting attendance by SWCA.

SCOPE

SWCA routinely provides exceptional peer-review services to municipalities throughout the Commonwealth. Our staff have provided third-party peer-reviews for Amesbury, Amherst, Ayer, Belchertown, Bernardston, Beverly, Brimfield, Chelmsford, Georgetown, Gloucester, Greenfield, Hampden, Monson, Norwell, Palmer, Plympton, Spencer, Townsend, Tyngsborough, Upton, Wales, and Waltham. Our diverse team consists of professionals that span numerous fields including Professional Wetlands Scientists, Certified Wildlife Biologists, Certified Ecological Restoration Practitioners, Registered Landscape Architects, Professional Engineers, and others.

With our comprehensive experience, we are confident that SWCA can expertly assist the Commission with their review of the proposed storage unit development.

TASK 1: SITE VISIT

A qualified SWCA biologist will complete a site visit to review the existing conditions of the site including the extent of jurisdictional aquatic resource areas and wildlife habitat features and functions. The site visit will be used to guide our review of the project and the results will be summarized in the letter report (Task 3).

SWCA is prepared to coordinate with site review with the Commission and the applicant or their agent(s), if requested.

TASK 2: NOTICE OF INTENT APPLICATION REVIEW

SWCA will review the NOI application materials and site plans that have been submitted to the Commission. The review will focus on evaluating the NOI for completeness and compliance with the Massachusetts Wetlands Protection Act (WPA) and its accompanying regulations as well as applicable Massachusetts Department of Environmental Protection (MassDEP) policies, guidance, and guidelines (e.g., MassDEP Wildlife Habitat Protection Guidance for Inland Wetlands). Specifically, the NOI application will be reviewed for compliance with the general provisions and performance standards for work in BLSF and 100-foot Buffer Zone in regard to the likelihood of success of restoration and whether the proposed restoration plan will enhance wildlife habitat values.

We understand the project has been previously reviewed under the Arlington Wetlands Protection Bylaw (Bylaw) via the Comprehensive Permit process. Therefore, Task 2 does not include efforts to evaluate the project under the Bylaw and implementing regulations.

TASK 3: LETTER REPORT

SWCA will prepare a letter report that outlines our findings, completeness and compliance of the NOI application, technical deficiencies, concerns, and recommendations. The letter report will be submitted the Commission which details SWCA's findings from Tasks 1 and 2. The letter report will also highlight any missing, incomplete, or incorrect information provided in the NOI as it relates to our review of the plan. We will format the letter report in a numbered comment format.

The letter will address the following items:

- Compliance and regulatory review of the NOI materials and plan pertaining to the WPA and applicable policies, guidance, and guidelines.
- A determination of whether the proposed restoration plan will succeed and whether wildlife habitat values will be enhanced.
- Recommended conditions to be included with an Order of Conditions.

SWCA will also review the applicant's response to SWCA's letter report. SWCA will submit written responses to the Commission summarizing our comments and recommendations of the applicant's response as a final report.

TASK 4: MEETING ATTENDANCE

SWCA will attend up to two virtual public meetings to provide consultation and advisement to the Commission during the NOI hearing process. During these meetings, SWCA will be available to ask questions of the Applicant's representatives and answer questions from the Commission.

DELIVERABLES

- One site visit to review existing conditions.
- Letter report to the Commission summarizing the results of Tasks 1 and 2.
- Letter report responding to applicant comments on SWCA's summary letter report.
- Up to two public hearings.

ASSUMPTIONS

In preparing the scope and cost estimate for this project, SWCA assumes the following:

- Task 1 specific:
 - SWCA will be provided safe and sufficient access to the site.
 - The site visit can be completed by 1 biologist in 1, 8-hour day, including travel.
 - The site visit will occur during suitable conditions (i.e., no deep snow cover, no heavy rain, etc.).
- Task 2 specific:
 - Task 2 assumes our review will focus on the restoration plan provided in the NOI and an in-depth review of all the materials provided as part of the NOI (e.g., stormwater report, etc.) will not be required.

- Task 3 specific:
 - This scope includes efforts of up to four hours to respond to the applicant's response to SWCA's original letter report and that review of additional or revised materials will not be necessary.
- Task 4 specific:
 - All hearings will be held remotely.
 - This task includes up to 1 hour of effort for each hearing.
- This scope does not include efforts to confirm the extent or accuracy of any resource areas.
- The Commission will provide SWCA with all the necessary project information and materials that have been submitted as part of the NOI application to accurately and effectively review and evaluate the project. If additional or revised materials that are pertinent to the accurate and complete review of the project are provided after the date of this proposal, a change order may be required.
- This scope of work assumes that all deliverables will be electronically submitted, and no hard copies will be provided.

COST

We anticipate that we can complete this work for \$5,425 on a time and materials, not to exceed basis. We will invoice you monthly, and payment is expected within 30 days. If additional effort is required or requested, a change order may be necessary. Table 1 summarizes our expected costs.

Table 1. SWCA's Estimated Cost

TASK	ESTIMATED COST
Task 1: Site Visit	\$2,000
Task 2: Notice of Intent Application Review	\$500
Task 3: Letter Report	\$2,025
Task 4: Meetings	\$900
Total Cost:	\$5,425