

PATHWAYS CONSULTING, LLC

Planning • Civil & Environmental Engineering • Surveying • Construction Assistance
240 Mechanic Street • Suite 100
Lebanon, New Hampshire 03766
(603) 448-2200 • Fax: (603) 448-1221

August 2, 2016

Stephen Halleran, Town Administrator
Town of Plainfield
Post Office Box 380
Meriden, New Hampshire 03770

RE: WETLAND DELINEATION AND SITE PLAN SERVICES, TOWN OF PLAINFIELD
GARAGE SITE, STAGE ROAD, PLAINFIELD, NEW HAMPSHIRE (P4774B)

Dear Stephen:

We appreciate the opportunity to provide the Town of Plainfield (Town) with this proposal. We have based our proposal on the request received on July 14, 2016 from Michael O'Leary and the Plainfield Town Garage Study Group, communications with Michael O'Leary, and site information previously provided to us. We have summarized our understanding of the required scope as follows.

UNDERSTANDING OF THE SCOPE OF SERVICES

1. The site is located at the intersection of Stage Road and Penniman Road in Plainfield, New Hampshire. It is further described on the Town Tax Map 253 as Lot 1 and totals 4.05 acres. The property includes a primary maintenance garage building, several equipment or storage sheds, a salt storage building, and stockpile areas for highway maintenance materials. The parcel appears to abut mapped wetlands on the south side. An on-site septic system serves the site.
2. A site plan of existing conditions has been prepared by Chris Rollins for the Town Highway Department. We understand that Chris Rollins will conduct additional surveying needed to expand site mapping to the edge of wetlands on the adjacent parcel. A sketch of the proposed limits of additional survey is enclosed for reference. We will utilize the revised base plan prepared by Chris Rollins for the project work, and no surveying or mapping is included in our scope. We have assumed that Chris or the Town will make the site plan available for our use in an electronic format compatible with AutoCAD.
3. The project includes a review of the current salt storage location and some recommendations for reshaping the southern portion of the site to prevent stormwater from exiting the site directly into the adjacent wetlands. The Town regulates both direct impacts to wetlands and to the wetland buffer. We will prepare a site grading and drainage plan intended to protect the wetland and buffer areas. The Town will pay any permit fees associated with the design review.
4. The site plan should include appropriate New Hampshire Best Management Practices (BMPs) that model current environmental practices with the goal of protecting the adjoining wetland and the aquifer below it which provides water to the Plainfield Village area. The site design will incorporate BMPs provided in the New Hampshire Department

of Environmental Services (NHDES) Fact Sheet WD-DWGB-22-30 for Storage and Management of Deicing Materials where practically feasible.

5. The site plan will be based on BMPs for Storm Water Runoff including:
 - a. Site grades around the new potable well to prevent direct discharge of runoff into the adjoining wetland.
 - b. Management of run-off from the upper level to the lower level, especially on the east/south-east side of the site.
 - c. Evaluation of infiltration rates in the lower level of the site to determine the need for sediment ponds and/or closing the breaks in the berm on the south side of the lot.
 - d. Development of additional physical barriers or water sheeting/dispersal areas if needed.

6. The site plan will include a 50-foot buffer next to the wetland in accordance with the Town zoning requirements for buffers with appropriate filtering vegetation. We will evaluate the need for additional filtering vegetation on the south side of the site, given the existing berms and the vegetated area behind them.

7. We will provide specifications for test-wells to monitor water quality and suggest locations for them.

8. We assume the Town will provide the backhoe and operator necessary to perform the excavations needed for us to conduct the infiltration tests.

9. We have assumed that any Town review or approval can be handled during the site plan review. We have not included any submittals to, or participation in, local review as part of our services.

10. The attached Terms and Conditions are incorporated as part of this proposal.

Based on the preceding assumptions and understanding, we offer the following scope of services and cost estimates.

SCOPE OF SERVICES

1. **Wetland Delineation:** Timothy McCormick, Certified Wetland Scientist, will delineate jurisdictional wetlands on the parcel and on the adjacent parcel, near the southern and eastern boundaries of the Town garage site. The delineation will occur during the normal growing season, which is typically between May 1 and October 1. The limits of the jurisdictional wetlands will be surveyed by Chris Rollins under a separate agreement directly with the Town. Chris will update the Existing Conditions Site Plan, and provide it to us in AutoCAD format for our use.

Estimated Cost\$675

2. Site Plan for Salt Shed and Wetland Protection:

- a. We will review the NHDES requirements for salt storage facilities.
- b. We will utilize the Existing Conditions Site Plan provided to us, and we will prepare a conceptual grading plan and details for site grading and stormwater BMPs for implementation to prevent direct discharge of stormwater from the site into the adjacent wetlands to the south and southeast.
- c. We will develop drainage calculations using the Rational Method to assist in sizing the drainage components.
- d. We will conduct up to two infiltration tests to determine the subsurface soil conditions in the area(s) of the proposed BMPs to support the sizing and design of the BMPs.
- e. We will recommend locations of groundwater monitoring wells and provide typical details and installation specifications.
- f. We will provide the conceptual site plans and details to the Town for review and comment. We will incorporate Town comments and provide a final version of the site plans and details.
- g. We will coordinate with the Town via telephone and e-mail. We have not included any site or Town meetings in the proposal. If these are requested, they will be provided on a time and materials basis.

Estimated Cost\$5,650

3. Expenses: Expenses will include out-of-pocket items such as postage, progress prints, submission prints, and other miscellaneous reimbursable items necessary for the project.

Estimated Cost\$250

TOTAL ESTIMATED COST\$6,575

If you are in agreement with this proposal, please return a signed copy to us as your authorization to proceed. Please do not hesitate to contact us if you have any questions concerning this proposal. We look forward to assisting you with the successful completion of this project.

Sincerely,

PATHWAYS CONSULTING, LLC

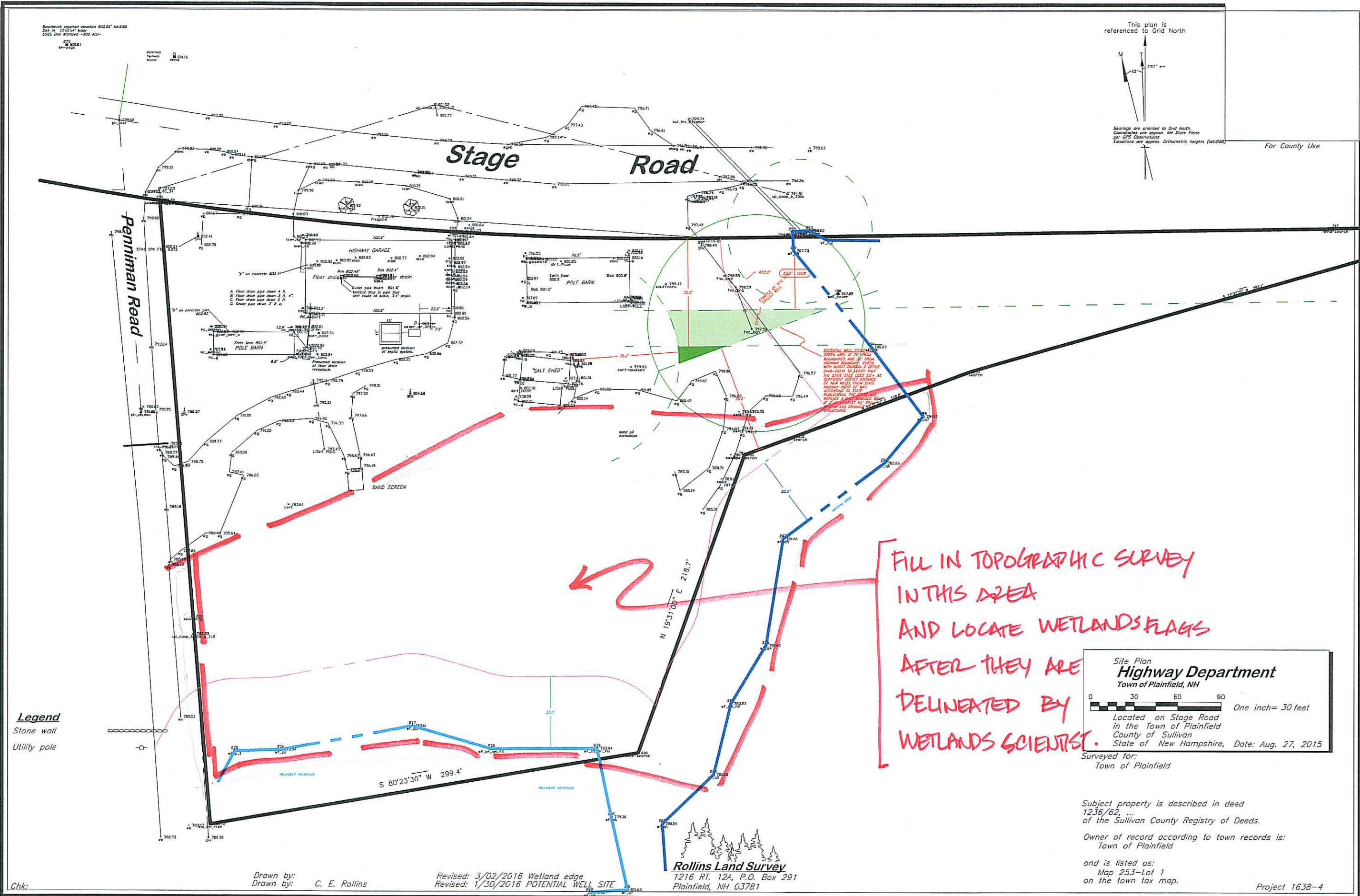


Ann K. Kynor, P.E.
Project Engineer

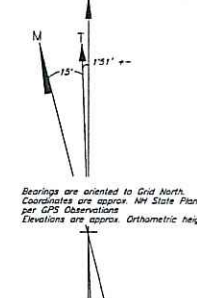
AGK:tjw
Enclosures

I accept this proposal and authorize Pathways Consulting, LLC to proceed.

Signature: _____ Date: _____



This plan is referenced to Grid North



Bearings are oriented to Grid North. Coordinates are approx. NH State Plane per GPS Observations. Elevations are approx. Orthometric heights (NAVD83)

For County Use

Fill in TOPOGRAPHIC SURVEY
IN THIS AREA
AND LOCATE WETLANDS FLAGS
AFTER THEY ARE
DELINEATED BY
WETLANDS SCIENTIST.

Site Plan
Highway Department
 Town of Plainfield, NH

0 30 60 90
 One inch = 30 feet

Located on Stage Road
 in the Town of Plainfield
 County of Sullivan
 State of New Hampshire, Date: Aug. 27, 2015

Surveyed for:
 Town of Plainfield

Subject property is described in deed
 1236/62, ...
 of the Sullivan County Registry of Deeds.

Owner of record according to town records is:
 Town of Plainfield

and is listed as:
 Map 253-Lot 1
 on the town tax map.

Legend
 Stone wall
 Utility pole

Drawn by:
 Drawn by: C. E. Rollins

Revised: 3/02/2016 Wetland edge
 Revised: 1/30/2016 POTENTIAL WELL SITE

Rollins Land Survey
 1216 RT. 12A, P.O. Box 291
 Plainfield, NH 03781

PROPOSED LIMITS OF SURVEY FOR BASE MAP UPDATE 8-2-16

Terms and Conditions

- 1. Billings/Payments:** Invoices will be submitted monthly by PATHWAYS, in PATHWAYS' standard format, to the CLIENT for services and reimbursable expenses and, unless other mutually satisfactory arrangements have been made between the CLIENT and PATHWAYS, are due upon receipt. Hours worked in excess of 40/week/individual will be billed at 1.5 times the normal rate. The invoices shall be considered past due if not paid within 30 days after the invoice date and PATHWAYS may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the service. A finance charge will be assessed in the amount of 1.5% per month on unpaid balances. In the event any portion of the account remains unpaid 60 days after billing, the CLIENT shall pay PATHWAYS' collection costs, including reasonable attorney's fees. If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, PATHWAYS may suspend performance of services upon five (5) calendar days' notice to the CLIENT. PATHWAYS shall have no liability whatsoever to the CLIENT caused by any breach of this Agreement by the CLIENT. If the CLIENT fails to make payment to PATHWAYS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by PATHWAYS. Payment of invoices is in no case subject to unilateral discounting or set-offs by the CLIENT, and payment is due regardless of suspension or termination of the Agreement by either party.
- 2. Access to Site:** Unless otherwise stated, PATHWAYS will have access to the Site for activities necessary for the performance of the services. PATHWAYS will take precautions to minimize damage due to these activities, but shall not be held responsible for the restoration of any resulting damage. Arrangements and/or permission for site access shall be made by the CLIENT unless otherwise stated. The CLIENT shall provide for PATHWAYS' right to enter the property owned by the CLIENT and/or others in order for PATHWAYS to fulfill the scope of services included hereunder. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.
- 3. Buried Utilities:** PATHWAYS and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the assumed locations of underground improvements. Such services by PATHWAYS or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which PATHWAYS relies may contain errors or may not be complete. The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against PATHWAYS and anyone for whom PATHWAYS may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by PATHWAYS.
- 4. Hidden Conditions and Hazardous Materials:** A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If PATHWAYS has reason to believe that such a condition may exist, PATHWAYS shall notify the CLIENT who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) PATHWAYS has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and PATHWAYS shall not be responsible for the existing condition nor any resulting damages to persons or property. Unless specifically agreed upon prior to the commencement of service, PATHWAYS shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.
- 5. Permits and Approvals:** PATHWAYS shall assist the CLIENT in applying for those permits and approvals normally required by law for projects similar to the one for which PATHWAYS' services are being engaged. It is the CLIENT's responsibility to obtain any and all permits. PATHWAYS shall not be held responsible for the approval or denial of the aforementioned permits or approvals. The CLIENT also agrees not to make resolution of any dispute with PATHWAYS or payment of any amount due to PATHWAYS contingent upon the approval or denial of permits or approvals.
- 6. Indemnifications:** The CLIENT shall indemnify and hold harmless PATHWAYS, all of its personnel, and its subconsultants from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss, or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the CLIENT, anyone directly or indirectly employed by the CLIENT (except PATHWAYS), or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage, or losses due to the presence of hazardous materials. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold PATHWAYS and PATHWAYS' subconsultants harmless from any claim, liability, or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents or other information provided by the CLIENT to PATHWAYS.
- 7. Risk Allocation:** To the maximum extent permitted by law, PATHWAYS' total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed \$10,000 or the total amount of PATHWAYS' fee, whichever is greater. Such causes include PATHWAYS' negligence, errors, omissions, strict liability, or breach of contract.
- 8. Termination:** This Agreement may be terminated upon 10 calendar days written notice by either party. In the event of termination, the CLIENT shall pay PATHWAYS for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
- 9. Ownership of Documents:** All documents produced by PATHWAYS under this Agreement shall remain the property of PATHWAYS and will not be used by the CLIENT for any other endeavor without the consent of PATHWAYS. PATHWAYS also reserves all copyrights to all documents, services and works of authorship that are created or prepared by PATHWAYS.

10. **Information Provided by Others:** The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless PATHWAYS, all of its personnel, and its subconsultants from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from PATHWAYS' use of all information, requirements, reports, data, surveys, and instructions provided by others, which will be relied upon by PATHWAYS for the services PATHWAYS provides for the CLIENT.
11. **Dispute Resolution:** Any claim or dispute between the CLIENT and PATHWAYS shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s).
12. **Governing Law:** The CLIENT and PATHWAYS agree that all disputes arising out of or in any way connected to this Agreement, its validity, interpretation and performance, and remedies for breach of contract, or any other claims related to this Agreement shall be governed by the laws of the State of New Hampshire.
13. **Assignment:** Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.
14. **Extent of Agreement:** This Agreement comprises the final and complete agreement between the CLIENT and PATHWAYS. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the CLIENT and PATHWAYS.
15. **Additional Services:** Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the CLIENT's prior authorization to proceed.
16. **Attorney's Fees:** In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, reasonable attorneys' fees, and other related expenses.
17. **Consequential Damages:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or PATHWAYS, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
18. **Delays:** PATHWAYS is not responsible for delays caused by factors beyond PATHWAYS' reasonable control. When such delays beyond PATHWAYS' reasonable control occur, the CLIENT agrees PATHWAYS is not responsible for damages, nor shall PATHWAYS be deemed to be in default of this Agreement.
19. **Jobsite Safety:** Neither the professional activities of PATHWAYS, nor the presence of PATHWAYS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. PATHWAYS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the General Contractor. The CLIENT also agrees that the CLIENT, PATHWAYS, and PATHWAYS' consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.
20. **Subconsultants:** PATHWAYS may use the services of subconsultants when, in PATHWAYS' sole opinion, it is appropriate and customary to do so.
21. **Severability:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
22. **Timeliness:** PATHWAYS will perform its services with due and reasonable diligence consistent with sound professional practices.
23. **Unauthorized Changes:** In the event that the CLIENT consents to, allows, authorizes, or approves of changes to any plans, specifications, or other documents, and these changes are not approved in writing by PATHWAYS, the CLIENT recognizes that such changes and results thereof are not the responsibility of PATHWAYS. Therefore, the CLIENT agrees to release PATHWAYS from any liability arising from the construction, use, or result of such changes.
24. **Titles:** The titles used in this Agreement are for general reference only and are not part of the Agreement.
25. **Photographs:** PATHWAYS has the CLIENT's permission to use any photographs taken for advertising purposes, including on its World Wide Web site or in any other printed publication. No confidential information will be used. PATHWAYS has the right to crop or treat the photograph(s) at its discretion. PATHWAYS agrees to indemnify and hold the CLIENT harmless and free of any liability or claims arising out of the use of any photograph described herein.