



Stantec

November 28, 2012

Ms. Amanda Soares, Selectman
Town of Candia
Candia Town Hall
74 High Street
Candia, NH 03034

Reference: Proposal for Ash Pile Investigation Candia Recycling Ctr, New Boston Road, Candia, NH

Dear Ms. Soares,

Stantec Consulting Services Inc. is pleased to provide you with this proposal to conduct an investigation of the ash pile at the Candia Recycling Center located off New Boston Road in Candia, New Hampshire. The purpose of the investigation will be to determine the horizontal extent of the ash so that a volume estimate can be made, and to characterize the ash for possible off-site disposal. This proposal was prepared in accordance with our prior discussions on September 27, 2012.

Scope of Work

Stantec proposes to complete the following tasks:

- 1. Site Survey** – Stantec will contract with an NH-licensed surveyor who will complete an elevational survey of the site. The survey area will include an approximate 1 acre area of the landfill property including the current recycling area and the former burning/ash pile area. The portions of the site encompassing known or suspected wetlands to the south, east and north of the recycling/burning/ash pile areas will not be included. Property lines, existing structures, and topography will be located/determined within the survey area and will be documented on a site map created using the survey data. Recoverable benchmarks will also be established in the vicinity of the ash pile so that test pits completed under Task 2 (see below) can be accurately located on the site map.
- 2. Delineation of Ash Pile** – In order to calculate the volume of ash present in the pile at the site, Stantec proposes to complete a series of test pits so that the thickness of ash can be determined. Stantec will retain a contractor to advance a total of 10 – 15 test pits on and around the ash pile using an excavator. The pits will be excavated to depths sufficient to intercept the soil beneath the ash so that the ash thickness can be determined. The test pits will be located on the site map created under Task 1 by tying into established benchmarks. Using the collected ash thickness information and topography of the ash pile as determined under Task 1, Stantec will estimate the volume of ash present in the pile.

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- 3. Characterization of Ash** – Off-site disposal of the ash at a licensed landfill facility is being considered. Therefore, characterization of the ash for the purpose of waste disposal will be conducted. Composite characterization samples will be collected at a rate of 1 per 200 tons of ash disposed. Using available information on pile topography, Stantec estimates that the ash volume is approximately 500 cubic yards (this number will be refined based on the Task 2 results). Assuming ash density at 1 ton per cubic yard, the volume of ash is estimated to be approximately 500 tons. At the prescribed sample rate, three characterization samples will be collected. The samples will be composited from sub-samples collected from the completed test pits. Eight sub-samples will be composited into each waste characterization sample. Based on acceptance criteria for the Turnkey Landfill operated by Waste Management in Farmington, New Hampshire, the samples will be analyzed for total RCRA metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium and silver), % total sulfur, and corrosivity. If any concentration of total RCRA metals exceeds 20 times the **metal's toxicity characteristic leaching procedure (TCLP) limit**, then that metal must be re-analyzed using the toxicity characteristic leaching procedure (TCLP) extraction. For the purpose of this proposal, it is assumed that analysis of TCLP metals is not required.
- 4. Report** – Stantec will provide the Town of Candia with a summary report which documents the findings of the Ash Pile Investigation. The report will summarize the work performed, the results of the test pit investigation as they relate to ash volume, characterization results for the ash samples, and recommendations for ash disposal. The surveyed site map, test pitting logs, a summary table of laboratory results, and the laboratory reports will be included.

Estimated Cost

Stantec estimates the cost to complete this scope of work is **\$7,000.00**. This work will be billed on a time and materials basis. Assumptions used to prepare the cost estimate are included in the Scope of Work detailed above and in the Assumptions provided below. Should additional work be required, or expended costs exceed the estimate provided, we will contact you in advance for authorization before proceeding.

Cost Estimate Assumptions:

1. Test pitting requires no more than one day (8 hour) field day.
2. The number of characterization samples does not exceed three.
3. Characterization analyses are as proposed. If another disposal facility is selected which requires additional or different analyses, additional costs may be incurred.
4. Work will not be delayed by interference from adjacent property owners, NHDES, weather, or other factors outside of our control.

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Schedule

Stantec is prepared to initiate the work immediately upon written authorization. It is expected that the final report can be submitted to you within 6 weeks of authorization.

Project Management

David A. Allwine, a New Hampshire Professional Geologist, will serve as the Stantec project manager for this work. Ms. Leigh-Anne Sapienza will also be available to assist you should Mr. Allwine not be available.

ACCEPTANCE AND TERMS AND CONDITIONS

If this proposal is acceptable please provide your authorization to begin work by signing below in the space provided and returning it to our attention via fax at fax number (603) 669-7636 or by email to dave.allwine@stantec.com. This work will be conducted in accordance with the attached Terms and Conditions which are incorporated herein by reference.

We appreciate the opportunity to assist you with this project. Do not hesitate to contact the undersigned if you have questions or require additional information.

Regards,

STANTEC CONSULTING SERVICES INC.



David A. Allwine, P.G.
Senior Associate
Tel: (603) 206-7553
Fax: (603) 669- 7636
Dave.allwine@stantec.com

Attachment: Stantec Terms and Conditions

c. Rene LaBranche, Stantec
File



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PROFESSIONAL SERVICES TERMS AND CONDITIONS

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The following Terms and Conditions are attached to and form part of the Proposal for Professional Services to be performed by STANTEC and together, when the CLIENT authorizes STANTEC to proceed with the services, constitute the AGREEMENT.

DESCRIPTION OF WORK: STANTEC shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and STANTEC. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

COMPENSATION: Payment is due to STANTEC upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle STANTEC, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated. On termination by either party, the CLIENT shall forthwith pay STANTEC all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the SERVICES include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by STANTEC are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, STANTEC will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of STANTEC. It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to STANTEC for the SERVICES or \$50,000. No claim may be brought against STANTEC more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

STANTEC's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except



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for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All of the documents prepared by or on behalf STANTEC in connection with the PROJECT are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of STANTEC. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to defend, hold harmless and indemnify STANTEC from any claims advanced on account of said reuse or modification.

Any document produced by STANTEC in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of STANTEC, which may be withheld at STANTEC's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of STANTEC's standard form reliance letter.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

FIELD SERVICES: STANTEC shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. STANTEC shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. STANTEC shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and STANTEC shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and STANTEC.