



March 8, 2016

**VIA E-MAIL**  
[p.flynn@newbostonnh.gov](mailto:p.flynn@newbostonnh.gov)

Mr. Peter Flynn, Town Administrator  
Office of Selectmen  
Town of New Boston  
7 Meetinghouse Road  
P.O. Box 250  
New Boston, New Hampshire 03070

**RE: Proposal for 2016 GMP and Post Closure Monitoring**  
Municipal Landfill  
New Boston, New Hampshire  
Groundwater Management Permit No. GWP-198404014-N-005

Dear Mr. Flynn:

EnviroTrac Ltd. (EnviroTrac) is pleased to submit the following proposal to the Town of New Boston (Town) for post-closure monitoring and groundwater sampling at the former municipal landfill on Old Coach Road in New Boston, New Hampshire (the site). The primary objective of EnviroTrac's services will be to conduct groundwater quality monitoring and reporting as described in the current Groundwater Management Permit (GMP) issued for the site (GWP-198404014-N-005) by the New Hampshire Department of Environmental Services (NHDES). This proposal has been prepared based on your request and the information available to EnviroTrac regarding the site.

### **1.0 Proposed Scope of Services**

Under this proposal, EnviroTrac will conduct one (1) round of groundwater monitoring at the site in April 2016. Specifically, the water quality sampling round will include six existing sampling locations (B-1, B-2, B-3, B-4, S-1, and S-2B) in the vicinity of the municipal landfill in April 2016. The budget assumes the aqueous samples will be analyzed for chloride, iron, and manganese as specified in the current GMP. EnviroTrac will obtain water levels in the monitoring wells. Samples obtained from overburden monitoring wells (B-1 through B-4) will be field filtered prior to analysis for metals.

A periodic summary report for the April 2015 and April 2016 sampling events will be forwarded to the New Hampshire Department of Environmental Services (NHDES) to satisfy the GMP requirements.

EnviroTrac proposes to perform landfill inspection and gas monitoring coincident with water quality sampling in April 2016, and gas monitoring only in November 2016. Landfill inspection will consist of making visual observations and recording them on a municipal solid waste landfill post-closure inspection form. Gas monitoring will consist of ambient

air screening within the on-site buildings, and monitoring of landfill decomposition gas levels in the two soil gas wells and at the three gas vents. EnviroTrac will also obtain landfill decomposition gas levels in the on-site dug well, provided that Town personnel are available to assist with the necessary equipment to lift the dug well cover. Post closure reporting is due to NHDES in March 2017. EnviroTrac understands that this date is not in the Town's current fiscal year, therefore, March 2017 reporting will be included in a proposal to the Town in early 2017.

## **2.0 Project Schedule**

Upon notice to proceed, EnviroTrac will carry out the required tasks under the existing GMP. Should conditions become apparent that require a change in this schedule, EnviroTrac will obtain NHDES approval before making the change.

## **3.0 Compensation**

Billings will be based upon actual accrued time and expenses in accordance with the attached Schedule of Fees (NNE270). We estimate that \$4,100 will be required to complete the above Scope of Services. This estimate is based on the anticipated Scope of Services outlined above, which represents our present judgment as to the level of effort requested. This budget estimate does not include meetings or correspondence with the Town or NHDES that is not part of routine sampling and reporting, as described above. Any additional services, if required or requested, shall be discussed in advance, and will not be undertaken without Client's prior approval.

## **4.0 Assumptions**

The following limitations and assumptions were employed by EnviroTrac in the preparation of this proposal:

1. The scope of work can be completed using Level D personnel protective equipment.
2. Client will provide free access to the site for all equipment and personnel necessary for us to perform the work set forth in this proposal. EnviroTrac, and/or any subconsultants used by EnviroTrac for this work, will not be responsible for the accuracy of descriptive data pertaining to any areas of the site to which we do not have access.

## **5.0 Client's Acceptance**

Acceptance of this Proposal by the Client shall constitute the Client's agreement to all standard terms and conditions contained herein and to those contained in the attached "Agreement" which are incorporated herein and made a part of this Proposal by reference. Allowing EnviroTrac to commence work or prepare for work will constitute acceptance by the Client of this Proposal, including full acceptance of the terms of the attached "Agreement."

This Proposal is valid for thirty (30) days. If this Proposal is acceptable and you wish EnviroTrac to proceed with the work, please sign and return the original of this Proposal and the attached "Agreement", signed on behalf of the Client by a duly authorized individual. This Proposal shall not become binding upon EnviroTrac unless it has been

approved in writing herein by a duly authorized employee of EnviroTrac. When approved in this manner and accepted by the Client as specified herein, this Proposal, including the "Agreement" becomes a contract between the Client and EnviroTrac.

Sincerely,  
EnviroTrac Ltd.



Donald Kirkland, PE  
Project Manager

Attachment: Agreement

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This Proposal is hereby accepted by Client.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Date]

AGREEMENT

AGREEMENT MADE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016, BY AND BETWEEN ENVIROTRAC LTD. ("EnviroTrac") WITH AN OFFICE AT 2 MERCHANT STREET, SUITE 2, SHARON, MASSACHUSETTS 02067 AND TOWN OF NEW BOSTON, NEW HAMPSHIRE ("Client") LOCATED AT 7 MEETINGHOUSE HILL ROAD, NEW BOSTON, NH 03070

WITNESSETH

THAT IN CONSIDERATION OF THE RESPECTIVE AGREEMENTS AND OBLIGATIONS OF THE PARTIES HEREIN CONTAINED, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. Client hereby retains EnviroTrac for certain services to client and EnviroTrac agrees to provide those services as set forth in the attached cost proposal/scope of work hereto ("Services") at the location(s) listed thereon ("Site") as provided for in the attached cost proposal/scope of work. Client agrees that EnviroTrac may freely delegate the performance required of EnviroTrac.
2. Prices do not include any taxes with respect to the performance of Services or the sale, delivery, storage, installation, processing, use, consumption, or transportation of any equipment. Client represents that it is the owner of the Site and duly authorized to enter into this agreement with EnviroTrac; or client is the prospective purchaser and/or occupant of the site and will secure the owning consent (in a form satisfactory to EnviroTrac) to permit EnviroTrac entry unto the site to enable EnviroTrac to perform its services herein set forth.
3. EnviroTrac shall maintain the following insurance coverage and shall provide the Client with a certificate of insurance with the Client named as an additional insured if so requested by the Client, as follows:

<u>Type of insurance</u>	<u>Limits of Coverage</u>
Commercial General Liability	\$ 1,000,000 (minimum)
Professional Liability	\$ 1,000,000 (minimum)

4. In providing Services to Client, EnviroTrac shall abide by the written health and safety policies of Client provided by Client to EnviroTrac where such policies are not in conflict with similar policies of EnviroTrac or any governmental authority.
5. During the performance of Services it may be necessary for Client to make available to EnviroTrac relevant information (including written documentation) about Client and site as requested by EnviroTrac, in the performance of its services, and client agrees to provide such information to EnviroTrac. Subject to the term and conditions hereof, if Client indicates any information is confidential when it is provided to EnviroTrac, EnviroTrac shall use such information solely to provide Services and treat all such information as confidential and not disclose same to any third party without the prior written consent of Client. Notwithstanding anything to the contrary, the confidentiality of any information as designated by client cannot be used by client to defeat or impair the services to be rendered by EnviroTrac hereunder.
6. EnviroTrac shall bill client for its services as set forth in the Proposal. If payment is not received by EnviroTrac within thirty (30) days from the invoice date, in addition to the invoice amount, Client shall pay a service charge of one and one-half percent (1 ½%) per month, or portion thereof, on the unpaid balance until paid. If payment is not made as provided herein, Client agrees to reimburse EnviroTrac for all costs and expenses of collection, including but not limited to, reasonable attorney's fees. Invoices shall be deemed correct, conclusive and binding upon Client unless, within twenty-one (21) days from the date of invoice, Client notifies EnviroTrac in writing specifically setting forth its objections. Client shall pay the undisputed portion of said invoice along with its notice of objection.

During the term of this Agreement, Client hereby grants to or agrees to obtain for EnviroTrac, its employees, agents and subcontractors, an unrestricted right of entry to the site and areas proximate to the site to enable EnviroTrac to provide Services. At times required by EnviroTrac, client agrees to cooperate with and not interfere with EnviroTrac's performance hereunder.

8. Upon execution of this Agreement, Client shall, to the best of its knowledge, advise EnviroTrac of any Hazardous substances or any conditions existing in, on or proximate to the site presenting a potential danger to health, safety, or the environment. Client shall notify the appropriate federal, state or local public agencies as required by law, or otherwise disclose, in a timely manner, any information that may be necessary to prevent any danger to the health, safety, or the environment of persons or property at or proximate to the site. In the event EnviroTrac shall become aware of any hazardous or potentially hazardous condition at or proximate to the site as a result of its performance of Services, which hazardous condition, in EnviroTrac's reasonable opinion, may pose a danger to any individuals or property owners proximate to the site, EnviroTrac shall so notify Client and Client shall immediately thereafter take all appropriate measures to comply with all applicable statutes, regulations and ordinances pertaining to such potentially hazardous condition.

9. To the extent Client provides information to EnviroTrac about the Site or otherwise relevant to the performance of Services at the Site, Client acknowledges that EnviroTrac may rely upon the accuracy and completeness of Client provided information in performing Services and that EnviroTrac shall not assume any responsibility or liability for damage or injury to persons or property as a result of said reliance.

10. Subject to the terms and conditions hereof, Client shall defend, indemnify and hold EnviroTrac, its partners, and employees harmless from and against any and all liability of whatever nature, real or alleged (irrespective of whether such indemnified party is a party to the action for which indemnification hereunder is sought) including reasonable attorneys fees and disbursements incurred by indemnified parties or any of them as a result of or arising out of or relating to or as a direct result of the performance of Services, including but not limited to the following:

- a) Clients' violation of any federal, state or local statutes, regulations or ordinances relating to the notification, handling, removal, treatment, storage, transportation or disposal of hazardous substances;
- b) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or wastes found or identified at the site;
- c) Site conditions and/or hazardous substances changed, existing and/or introduced at the site by Client or any third persons before, during or after the completion of services;
- d) Allegations that EnviroTrac is a handler, generator, operator, treater, storer, transporter, or disposer under the Resources Conservation and Recovery Act of 1976, as amended, or any other federal, state or local regulation or law;
- e) Reliance by EnviroTrac upon Client-provided information and Clients obligations to disclose and/or the existence of hazardous substances or conditions to appropriate persons; and
- f) A breach by Client of any of its covenants, agreements or undertakings pursuant hereto

If for any reason, the indemnification provisions of this Paragraph 10 are unenforceable, Client shall still be obligated to make the maximum contribution permissible under the applicable law to any such liability or damages imposed on EnviroTrac.

11. No part of any document, data, reports, studies, plans, or other information prepared by EnviroTrac for Client shall be reproduced, used by the Client or others for purposes other than those for which the documents, data,

reports, studies, plans, or other information was generated, without the prior written consent of EnviroTrac. Any permitted reproduction or use shall be at the Client's sole risk and without liability to EnviroTrac.

12. EnviroTrac shall not be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, Acts of God, acts or omissions of subcontractors, carriers, Client or Client's agents or other similar causes beyond its control or because of shortages or *unavailability of materials or labor* at established area wage rates. EnviroTrac's obligations hereunder shall be suspended when and to the extent that performance is so delayed or prevented.

13. The parties hereto agree that this agreement (and the documents attached hereto and/or incorporated herein by reference) is intended by the parties as the final, complete and exclusive expression of the terms and conditions of their agreement. No course of action or prior dealings between the parties and no usage of the trade shall be relevant to supplement this Agreement. This Agreement shall supersede all prior written or oral agreements between the parties hereto and shall not be modified, added to, superseded or otherwise altered except by a written modification signed by both parties.

14. In the event that any one or more provisions of this agreement shall be declared to be illegal or unenforceable under any law, rule, regulation or policy of any governmental agency having jurisdiction over the parties and/or the subject and purpose of this agreement, such illegality or unenforceability shall not affect the validity and enforceability of the other provisions hereof

15. This agreement may not be assigned by client.

IN WITNESS WHEREOF, the parties hereto agree to the above written.

BY: \_\_\_\_\_

NAME (print): \_\_\_\_\_

TITLE: \_\_\_\_\_

BY:  \_\_\_\_\_

NAME: Sean P. Kennedy, PG

TITLE: Regional Operations Manager  
EnviroTrac Ltd.