



TOWN OF  
**PETERBOROUGH**  
OFFICE OF  
COMMUNITY DEVELOPMENT

1 Grove Street  
Peterborough, NH 03458  
Office: (603) 924-8035  
Fax: (603) 924-8035  
Web: [www.townofpeterborough.com](http://www.townofpeterborough.com)

July 18, 2002

Mr. Robert E. Sonnichsen, P.E.  
Delta Environmental Services, Inc.  
PO Box 564  
Branford, CT 06405

Re: Contract

Dear Mr. Sonnichsen:

Enclosed are two items. The first is an executed contract dated July 2, 2002, authorizing you to expend no more than \$4,000 to assist the Town in the technical review process to gain approval of our revised flood maps. I would like a short narrative from you by August 5<sup>th</sup> that would outline the steps and your estimated timeframe going from the formal submittal to receiving final approval. The second item enclosed is two copies of OMB Form No. 3067-0148 which have been signed by Pamela L. Brenner, Town Administrator.

Thank you for your assistance in this complicated project, and please also provide my office with one copy of the completed application package that you submit to FEMA.

Sincerely,

Peter C. Ryner  
Director

PCR:pc

Enclosures

*cc: Pam Brenner*

# DELTA Environmental Services,® Inc.

Schoolground Road • P.O. Box 564 • Branford, Connecticut 06405

(203) 481-7668

July 2, 2002

Mr. Peter Ryner  
Town of Peterborough  
Office of Community Development  
1 Grove Street  
Peterborough, NH 03458

RE: Peterborough Flood Hazard Mitigation  
DELTA #D99-188-10

Dear Mr. Ryner:

DELTA Environmental Services, Inc. (DELTA) is pleased to submit a proposal to provide assistance to the Town of Peterborough in the coordination of the FEMA review process related to the Flood Insurance Study and Map Revision for the town.

## **SCOPE OF SERVICES**

DELTA will provide all necessary coordination and support required to assist FEMA and their technical review contractor in the review and processing of the Flood Insurance Study and Map Revision for the Town of Peterborough. These services will include answering questions regarding the request posed by the technical review contractor, providing supplemental data and clarifications and making technical revisions to the revision request that may be required to gain final approval.

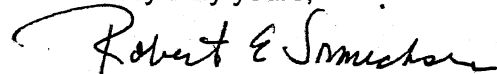
## **ENGINEERING FEES - TERMS AND CONDITIONS**

DELTA proposes to provide the services outlined above on a cost plus basis. We estimate the fees to provide these services will not exceed \$ 4,000.00. We will use this fee as an upset limit which will not be exceeded without your prior approval.

DELTA's "Standard Conditions for Professional Engineering Services" are part of this proposal. We will receive approval of any modifications to our scope or budget prior to initiating additional work.

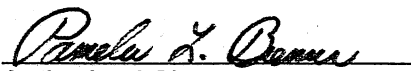
If you are in agreement with this proposal, please sign one copy and return it to DELTA. Please contact this office if you have any questions or if our scope of services, schedule or project budget is not consistent with your needs.

Very truly yours,



Robert E. Sonnichsen P.E.  
President

**ACCEPTED:**



Authorized Signature  
02070203/116

Title Town Administrator Date 7/17/02

**PUBLIC BURDEN DISCLOSURE NOTICE**

Public reporting burden for this form is estimated to average 2.13 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing and reviewing the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing this burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, S.W., Washington DC 20472; and to the Office of Management and Budget, Paperwork Reduction Project (3067-0148), Washington, DC 20503.

**You are not required to respond to this collection of information unless a valid OMB Control Number is displayed in the upper right corner of this form.**

**1. REQUESTED RESPONSE FROM FEMA**

This request is for a:

- CLOMR A letter from FEMA commenting on whether a proposed project, if built as proposed, would justify a map revision, or proposed hydrology changes (See 44 CFR Ch. 1, Parts 60,65 & 72).
- LOMR A letter from FEMA officially revising the current NFIP map to show the changes to floodplains, floodway or flood elevations. LOMRs typically decrease flood hazards. (See 44 CFR Ch. 1 Parts 60 & 65.)
- Other Describe: Physical Map Revision

**2. OVERVIEW**

1. The basis for this revision request is (are): (check all that apply)

- Physical Change
- Improved Methodology/Data
- Floodway Revision

Other Describe: \_\_\_\_\_

Note: A photograph is not required, but is very helpful during review.

2. Flooding Source: Contoocook River, Nubanusit Brook, Otter Brook

3. Project Name/Identifier: Town of Peterborough - Flood Insurance Study and Map Revision

4. FEMA zone designations affected: A1-A30, B, C  
 (example: A, AH, AO, A1-A30, A99, AE, V, V1-V30, VE, B, C, D, X)

5. The NFIP map panel(s) affected for all impacted communities is (are):

Community No.	Community Name	State	Map No.	Panel No.	Effective Date
Ex: 480301	Katy, City	TX	480301	0005D	02/08/83
480287	Harris County	TX	48201C	0220G	09/28/90
<u>330101</u>	<u>Peterborough, Town, Hillsborough County</u>	<u>NH</u>	<u>330101</u>	<u>01-012</u>	<u>5/1/80</u>

6. The area of revision encompasses the following types of flooding and structures. Check all that apply.

Types of Flooding	Structures
<input checked="" type="checkbox"/> Riverine	<input type="checkbox"/> Channelization
<input type="checkbox"/> Coastal	<input checked="" type="checkbox"/> Levee/Floodwall
<input type="checkbox"/> Alluvial fan	<input checked="" type="checkbox"/> Bridge/Culvert
<input type="checkbox"/> Shallow Flooding (e.g. Zones AO and AH)	<input checked="" type="checkbox"/> Dam
<input type="checkbox"/> Lakes	<input type="checkbox"/> Fill
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other (describe)

**PLEASE REFER TO THE INSTRUCTIONS FOR THE APPROPRIATE MAILING ADDRESS**

**4. ENCROACHMENT INFORMATION**

Does the State have jurisdiction over the floodway or its adoption by communities participating in the NFIP?  Yes  No

If Yes, attach a copy of a letter notifying the appropriate State agency of the floodway revision and documentation of the approval of the revised floodway by the appropriate State agency.

- 2. Does the development in the floodway cause the 1% annual chance (base) elevation to increase at any location by more than 0.000 feet?  Yes  No  N/A
- 3. Does the cumulative effect of all development that has occurred since the effective SFHA was originally identified cause the base flood elevation to increase at any location by more than one foot (or other increase limit if community or state has adopted more stringent criteria - even if a floodway has not been delineated by FEMA)?  Yes  No

If the answer to either items is Yes, please attach documentation that all requirements of Section 65.12 of the NFIP regulations have been met, regarding evaluation of alternatives, notice to individual legal property owners, concurrence of CEO, and certification that no insurable structures are impacted.

**5. MAINTENANCE RESPONSIBILITY**

The community is willing to assume responsibility for  performing  overseeing compliance with the maintenance and operation plans of the \_\_\_\_\_ flood control structure. If not performed promptly by an owner other than the community, the community will provide the necessary services without cost to the Federal government.

Operation and maintenance plans are attached.  Yes  No  N/A

**6. REVIEW FEE**

The review fee for the appropriate request category has been included.  Yes Fee amount: \$ \_\_\_\_\_  
OR

This request is based on a federally sponsored flood-control project where 50 percent or more of the project's cost is federally sponsored, or the request is based on detailed hydrologic and hydraulic studies conducted by Federal, State, or local agencies to replace approximate studies conducted by FEMA and shown on the effective FIRM; thus the project is fee exempt.  Yes

Please see Instructions for Fee Amounts

**7. SIGNATURE**

Note: I understand that my signature indicates that all information submitted in support of this request is correct

*Robert E. Sonnichsen*

Signature of Revision Requester

Robert E. Sonnichsen PE President  
Printed Name and Title of Revision Requester

DELTA Environmental Services, Inc.  
Company Name

203-481-7668 6-30-2002  
Telephone No. Date

Note: Signature indicates that the community understands, from the revision requester, the impacts of the revision on flooding conditions in the community.

*Pamela L. Brenner*

Signature of Community Official

Pamela L. Brenner, Town Administrator  
Printed Name and Title of Community Official

Peterborough, New Hampshire  
Community Name

924-8000 7/17/02  
Telephone No. Date

**CERTIFICATION BY REGISTERED PROFESSIONAL ENGINEER AND/OR LAND SURVEYOR**

This certification is in accordance with 44 CFR Ch. 1, Sect 65.2

*Robert E. Sonnichsen*  
Signature

Robert E. Sonnichsen PE President-DELTA  
Printed Name and Title of Revision Requester

11-06 6-2003 State CT  
Registr No. #14596 Expires (Date)

Civil  
Type of License/Expertise

**Check which forms have been included with this request**

- | Form Name and (Number)                            | Required if .....                       |
|---|---|
| <input type="checkbox"/> Hydrologic (3)           | new or revised discharges               |
| <input checked="" type="checkbox"/> Hydraulic (4) | new or revised water-surface elevations |
| <input checked="" type="checkbox"/> Mapping (5)   | floodplain/floodway changes             |
| <input type="checkbox"/> Channelization (6)       | channel is modified                     |
| <input type="checkbox"/> Bridge/Culvert (7)       | addition/revision of bridge/culvert     |
| <input type="checkbox"/> Levee/Floodwall (8)      | addition/revision of levee/floodwall    |
| <input type="checkbox"/> Coastal (9)              | new or revised coastal elevations       |
| <input type="checkbox"/> Coastal Structures (10)  | addition/revision of coastal structure  |
| <input type="checkbox"/> Dam (11)                 | addition/revision of dam                |
| <input type="checkbox"/> Alluvial Fan (12)        | structures proposed on alluvial fan     |

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**Structures**

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Peterborough, New Hampshire  
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603-924-8000 7/17/2002  
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Register No. #14596 Expires (date) 6-2003 State CT

Type of License/Expertise Civil

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<input type="checkbox"/> Dam (11)	addition/revision of dam
<input type="checkbox"/> Alluvial Fan (12)	structures proposed on alluvial fan

### PART I. SERVICES

1.1 DELTA will provide CLIENT with SERVICES set forth in the PROPOSAL under the terms and conditions set forth herein unless otherwise specified in the PROPOSAL.

1.2 CLIENT acknowledges that DELTA's SERVICES may require decisions which are based upon judgement stemming from limited data rather than upon scientific certainties. CLIENT, in accepting DELTA's proposal, acknowledges the inherent risks to CLIENT and its property associated with the work described in the proposal.

### PART II. SCHEDULE OF FEES

2.1 Fees for professional services are based on standard hourly rates as detailed below:

2.1.1 Standard hourly rates for personnel performing services include the cost of sick leave, vacation, and holiday time of engineers, scientists, technicians, draftspersons, administrative personnel, etc., plus unemployment and payroll taxes; and contributions to social security, employment compensation insurance, benefits, overhead and profit.

2.1.2 Refer to DELTA's Standard Rate Schedule. Rates are subject to change without notice.

2.2 Expert Testimony: Fees for pretrial conferences and expert testimony will be billed at a minimum of one-half day charge.

2.3 The following items of direct non-salary expenses will be billed at our cost.

2.3.1 Automobile expenses for personal or company vehicles at .30 cents per mile plus toll charges, for travel from our office to the project and return, and for travel at the job in conjunction with work.

2.4 The following items of direct non-salary expenses will be billed at our cost plus 10%.

2.4.1 Transportation and living expenses incurred for assignments outside the Connecticut area.

2.4.2 Expenses associated with use of rental cars and trucks.

2.4.3. Long distance telephone calls, telegrams and cables.

2.4.4. Shipping charges for bulk and/or express mailing.

2.4.5 Purchase of specialized equipment.

2.4.6 Photographs for project records and reproduction of drawings and reports.

2.5 The following items of direct non-salary expenses will be billed at our cost plus 15%.

2.5.1 Services and other labor provided by outside and contract personnel.

2.5.2. Rental of equipment.

2.6 To perform test borings, excavation and construction activities, analytical testing and other services when necessary, we will engage a reputable contractor or contractors experienced in this work. Unless otherwise stated in the proposal, the contractor's invoices plus the appropriate percentage service charge will be added to our fee.

2.7 On occasion, we engage the specialized service of individual consultants or other companies to participate in a project. Unless otherwise stated in the proposal, the cost of such services plus the appropriate percentage service charge will be included in our fee.

### PART III. INVOICING AND PAYMENT

3.1 Unless otherwise specified, DELTA requires a retainer in the amount of not less than thirty (30) percent of the total fee prior to initiating work on the project. The amount of the retainer will be deducted from a subsequent invoice on the project. If the contract is amended for additional work or phases, an additional retainer may be required.

3.2 Unless otherwise agreed, invoices will be submitted once a month for services performed during that month. Payment will be due within thirty (30) days. Final payment will be due at the time of project completion. Release of reports, field data and notes, laboratory test data, calculations, estimates, and other documents which we prepare will be contingent upon receipt of final payment.

3.3 If the CLIENT fails to pay any invoice in full within thirty (30) days after invoice date, interest will be added to payments due. Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, of the outstanding balance. In the event we file suit to enforce overdue payments, CLIENT will reimburse DELTA for all court costs and reasonable attorney's fees. DELTA may at any time, and without waiving any rights or claims against CLIENT and without thereby incurring any liability to CLIENT, elect to terminate performance of Service upon ten (10) days prior written notice by DELTA to CLIENT.

3.3.1 Notwithstanding any termination of Service by DELTA for non-payment of invoice, CLIENT shall pay DELTA in full for all services rendered by DELTA to the date of termination of Services plus all interest, termination costs and expenses incurred by DELTA and related to such termination.

3.3.2 CLIENT shall be liable to reimburse DELTA for all costs and expenses of collection, including reasonable attorney's fees. DELTA's non-exercise of any right or remedies whether specified herein or otherwise provided by law, shall not be deemed a waiver of any such rights or remedies, nor preclude DELTA from the exercise of such rights or other rights and remedies under this instrument, or by law.

### PART IV. CONDITIONS

4.1 DELTA, upon CLIENT's written request, will provide personnel to observe specific aspects or phases of construction activities. DELTA's observation services do not include any supervision or direction of work of any contractor or subcontractor (or their respective employees), unless our agreement with the CLIENT includes direction of such subcontractors. CLIENT shall notify each contractor and subcontractor that DELTA's observation services do not include field supervision or direction of the work and that neither the presence of DELTA's field representatives nor the services of observation and testing by DELTA shall excuse the contractor or any subcontractor from the obligation to correct any defects then or thereafter discovered in the respective contractor and/or subcontractor's work.

4.1.1. It is understood that field services provided by our personnel will not relieve the contractor of his/her responsibilities for performing work in accordance with the plans and specifications.

4.2 CLIENT acknowledges that the use of exploration equipment may affect, alter, or damage the terrain, vegetation and buildings, structures, improvements and equipment at, in or upon the site. CLIENT accepts such risks. DELTA will not be held liable for any effect, alteration or damage arising out of such explorations except those caused by DELTA's negligent acts. The cost of restoration of the site because of such damage has not been calculated nor included in DELTA's fees.

4.3 Unless otherwise agreed, CLIENT will furnish right-of-entry on land for field inspections, field surveys, obtaining samples, borings, and other explorations. We will take reasonable precautions to minimize damage that may result from our operations. If we are required to restore the land to its former condition, this will be accomplished and the cost will be added to our fee. Should CLIENT not own the site, CLIENT warrants and represents, by acceptance of the proposal, that it has authority and permission of site owner and site occupant to grant DELTA this right-of-entry. DELTA may require evidence of such authority in a form reasonably satisfactory to DELTA.

4.4 DELTA will exercise a reasonable degree of care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the site. Reasonable precautions will be taken to avoid any damage to the utilities noted. However, the CLIENT agrees to defend, indemnify, and save in the event of damage or injury arising from damage to or interference with subterranean structures or utilities which result from inaccuracies in plans or directions which have been furnished to DELTA by CLIENT.

4.5 Soils, rocks, water, and/or other samples obtained from the project site are the property of the CLIENT. DELTA shall store such samples for 60 days after the issuance of any report or document that includes the data obtained from laboratory tests on the samples, unless other arrangements are mutually agreed upon in writing. DELTA will not give prior notice of intention to dispose of samples.

4.6 Should any of these samples contain substances defined as "hazardous" by Federal, State, or local statutes, regulation, code or ordinance, it is the CLIENT's responsibility to arrange for lawful disposal of contaminated samples. All costs associated with disposal of contaminated samples are to be borne by the CLIENT.

4.7 All reports, field data and notes, laboratory test data, calculations, estimates, and other documents which we prepare, as instruments of service, shall remain our property. You agree that all reports and other work we furnish you and your agents, which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever.

4.7.1. We will retain all pertinent records relating to the services performed for a period of five years following submission of our report and plans, during which period the records will be made available to you at all reasonable times, for the cost of reproduction.

4.7.2. CLIENT will provide DELTA with copies of all relevant existing reports, maps, plans, test data, etc. necessary to complete the project without additional charge. DELTA will return the documents if required to do so in advance.

4.8 In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances by members of the profession practicing in the same or similar locality. The CLIENT recognizes that our services require decisions which are not always based upon pure science, but rather on judgmental considerations, including, without limitation, the economic feasibility of alternate designs. Our professional services will be performed in accordance with generally accepted practices of engineers undertaking similar studies at the same time in the same locale under like circumstances. The CLIENT agrees that such services will be rendered without any other warranty, expressed or implied.

#### PART V. LIMITATION OF LIABILITY

5.1 We are protected against risks of liability exposure by Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent acts, errors, and omissions, and by general Liability Insurance. We will furnish information and certificates at your request. We will not be responsible for any loss, damage or liability arising from your negligent acts, errors, and omissions and those by your staff, contractor(s) and agents or from those of any person for whose conduct we are not legally responsible.

5.2 CLIENT agrees that DELTA has neither created nor contributed to the creation of any hazardous materials, pollutants, asbestos, or other potentially dangerous substance that was, may be at present, or may be introduced at a future date to the Site.

5.3 It is understood that should the scope of engineering work DELTA performs include the identification of environmental contamination, our conclusions may be based on limited investigation and therefore, DELTA cannot guarantee that all areas of contamination can be identified. Furthermore, DELTA cannot guarantee the handling, excavation, hauling, storage or treatment of contaminated surface or subsurface material. Therefore, it is agreed that the CLIENT shall indemnify and save harmless, DELTA, their agents, servants and/or employees from and against all claims, liabilities, losses, damages, fines, penalties, attorney's fees and expenses of every character whatsoever, (including but not limited to liability for pollution, environmental damage or restoration, governmental clean-up orders, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), which are caused to the CLIENT by DELTA whether such liability is based on contract, warranty, tort (including negligence and strict liability), statute or otherwise. If any portion of the above statement shall be declared invalid, for any reason whatsoever, the balance of this agreement shall remain in full force and effect.

5.4 CLIENT agrees that DELTA's liability to CLIENT and to any and all contractors or subcontractors for the project based upon claims arising as a result of DELTA's alleged breach of contract or negligent professional acts, errors, or omissions is limited to the aggregate sum not to exceed our engineering fee for services. If you prefer not to limit our professional liability to this sum, we will waive this limitation upon your written request provided that you agree to pay an additional consideration to be negotiated before work begins. Your request for this option must be made no later than the time at which you accept our proposal. This charge is in consideration for the greater risk involved in performing work for which there is an increased limitation of liability. It should not be construed as a charge for additional professional liability insurance.