

March 13, 2024

ADDENDUM NO. 1 to REQUEST FOR BIDS

**BID NO. 2024-0005
Demolition and Debris Removal of
542 Broad Street (The Old Dunkin Donuts)**

CITY OF CENTRAL FALLS
PURCHASING DEPARTMENT



NOTICE TO PROSPECTIVE BIDDERS

ADDENDUM NO. 1: Prospective bidders and all concerned are hereby notified of the following corrections, clarifications, and additions for this request for bids. This Addendum No. 01 includes this document and 3 additional sheets as described below and shall become an integral part of the Bid Documents.

A. Corrections/Clarifications/Additions

Questions and requests for clarification during optional pre-bid meeting

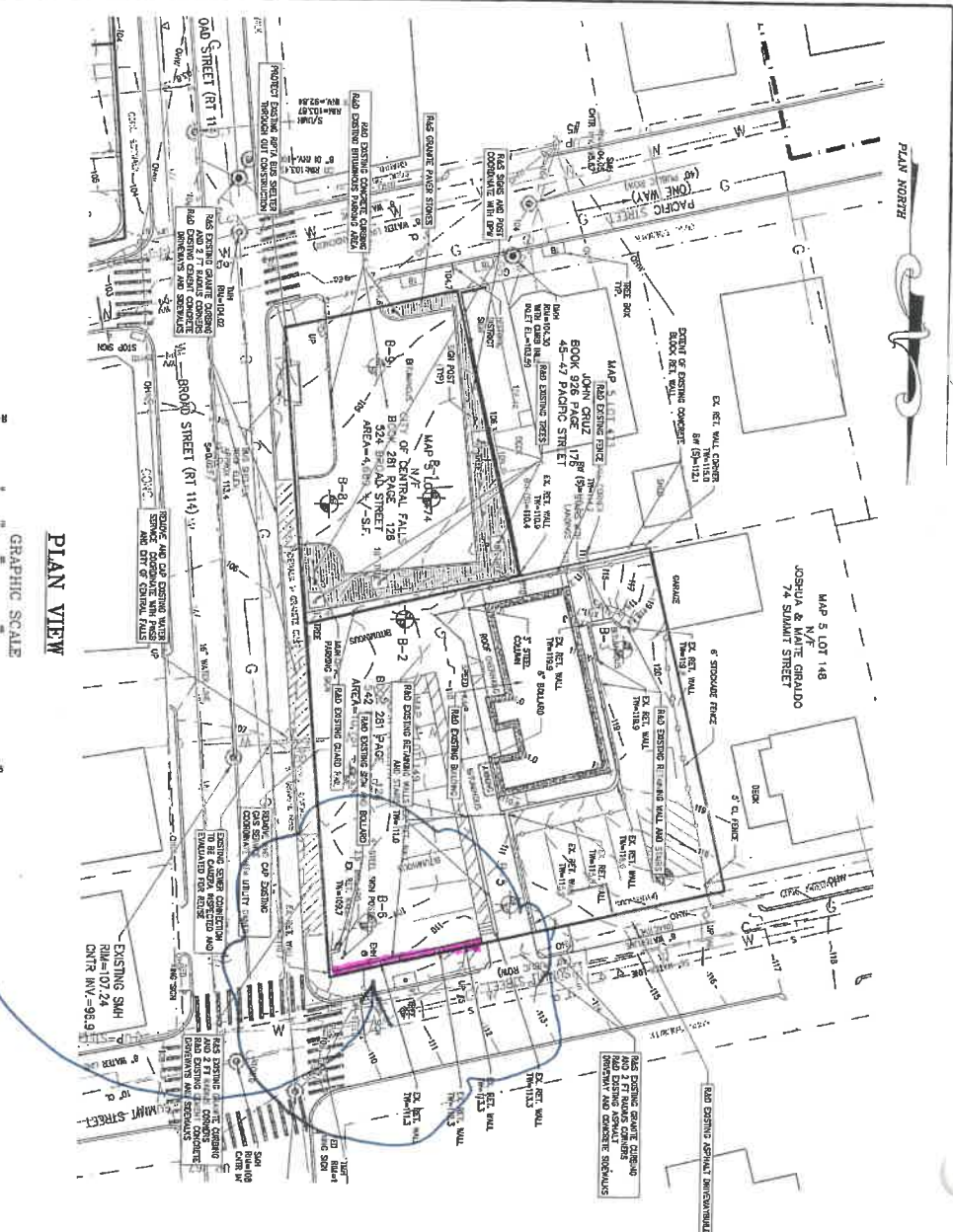
1. What is the extent of retaining walls that will remain after the demolition has taken place?
 - a. The retaining wall installed along the sidewalk will remain up to the stairs. These are identified at 111.3 limit of demolition to begin up again at stair access and continue along property edge (see sketch markup).
2. Clarification on existing sign and pole to be removed.
 - a. The existing sign and pole are to be removed.
3. Clarification on the guard rail and neighbors fence.
 - a. The guard rail and neighbors brown stockade fence will remain during phase one of demolition.

Additions

1. Environmental report attached as reference for the underground storage tanks located at 499 Broad Street (The size of the tanks is called out).
2. The tree in the front yard on 499 will need to be removed due to its proximity to the underground storage tank.

B. General

- a. Attached is the attendance list from the mandatory pre-bid meeting held at 542 Broad Street on March 11, 2024, at 10am.



PLAN VIEW



To Removal in
Phase 1 Demo

MAP NOTES:

1. TOPOGRAPHY AND LOCATION OF SITE FEATURES WERE TAKEN FROM THE OCTOBER SURVEY BY CHANDLER AND COMPANY AND THE BOUNDARY AND SURVEY PLAN. EXISTING PLANS OF RECORD FOR THE SITE MEASUREMENTS AND AERIAL PHOTOGRAPHS PUBLISHED ON THE ROCK GIS WEBSITE AND THE CITY OF CENTRAL FALLS GIS WEBSITE.

SITE NOTES:

1. THE SITES ARE LOCATED ON THE CITY OF CENTRAL FALLS SITE-11, ASSESSORS PLAT 1, LOTS 3 & 119 AND

RDDOT R.O.W. NOTES:

1. ALL WORK WITHIN THE STAIRS R.O.W. WILL BE COMPLETED BY 10/15/2009. ALL OTHER DEMOLS 1998 EDITION AMENDED OCTOBER 2009, INCLUDING ALL REVISIONS.
2. ALL TRAFFIC CONTROL SHALL CONFORM TO 2009, INCLUDING ALL REVISIONS.
3. CONTRACTOR MUST SUBMIT AN APPLICATION FOR TRAFFIC CONTROL TO THE CITY OF CENTRAL FALLS FOR APPROVAL. APPROVAL OF ANY UTILITY WORK SHOWN ON

DEMOLITION NOTES:

THE SITE IS CURRENTLY VACANT AND UTILITIES ARE X



December 12, 2023

Eric Watne
Assistant Director of Real Estate, Development
ONE Neighborhood Builders
66 Chaffee Street
Providence, RI 02909
Sent via Email: watne@onenb.org

**RE: *Underground Storage Tank (UST) Removal Services
499-511 Broad Street
Central Falls, Rhode Island
SAGE Reference No. S4200
SAGE Proposal No. P7924_Rev2***

Dear Mr. Watne:

Please consider this correspondence prepared by SAGE Environmental, Inc. (SAGE), a proposal, and assuming your acceptance, an agreement to perform Underground Storage Tank (UST) Removal Services associated with the referenced location (hereinafter, "Site").

This correspondence is organized as follows:

- Background & Reason for Services
- Scope of Services
- Cost Opinion & Terms
- Authorization to Proceed

BACKGROUND & REASON FOR SERVICES

SAGE previously performed a Phase I Environmental Assessment at the referenced Site. During this assessment, SAGE identified the presence of one (1) abandoned 5,000-gallon Heating Oil UST. Additionally, ground penetrating radar (GPR) and test pitting conducted at the Site, identified another UST in the eastern rear of the building which was found to be filled with sand and estimated at 1,000 gallons. The previous contents of this tank are unknown and no registration files at the Rhode Island Department of Environmental Management (RIDEM) were identified, indicating it is unregistered and abandoned. These UST(s) require permanent closure in accordance with the UST regulations.

SCOPE OF SERVICES

The scope of work offered herein is proposed to include all efforts necessary to remove and dispose of the UST's residual contents in accordance with state-regulated rules and regulations in a timely, efficient, and cost-effective manner.

SAGE will provide labor, equipment, materials and subcontracted services to accomplish the following tasks.

1. SAGE will prepare and obtain approval to close the UST(s) with the local fire department and RIDEM, this includes tank registration fee and removal fee.
2. One (1) 5,000-gallon UST is documented to be on-site. Based upon general assumptions some residual fuel is likely to remain within each tank. It is also assumed that the tank contains #2 fuel oil. As such, SAGE has budgeted the removal and proper disposal of up to an estimated 350 gallons of product/rinsate for off-Site transportation and disposal. Additionally, One (1) approximate 1,000 gallon UST which was found to be filled with sand also requires removal. The sand will require proper profiling and disposal costs determined. It is assumed that the sand is non-hazardous and may be disposed of by traditional means. At this time SAGE has carried up to 7 tons of sand for disposal by their sub-contractor.

Please note if contents other than residual product, such as sand or concrete are found within the 5,000-gallon UST additional services beyond the scope described herein may be needed. Furthermore, disposal costs will be based on actual quantity of oil/rinsate required for disposal.

3. Once the tank(s) has been cleaned and removed SAGE will conduct an environmental assessment of soils in accordance with RIDEM UST Closure Policy, which will include:
 - a. Evaluation of subsurface conditions beneath the UST for evidence of a release to the property's subsurface. This assessment will be directed *via* analysis of total volatile organic vapor (TVOV) using a photoionization detector (PID) as well as visual and olfactory lines of evidence;
 - b. Characterization of soil conditions from the collected samples. Field screening of soil samples will be performed to evaluate the potential for a release to the subsurface;
 - c. Observations of any groundwater encountered during the tank removal; and
 - d. In regards to the 5,000 gallon UST, SAGE will collect up to twelve (12) representative sample(s) from the UST and deliver them under proper chain-of-custody to a Rhode Island certified laboratory for analysis of volatile petroleum hydrocarbon (VPH). RIDEM regulations require VPH analysis for #2 fuel oil tanks. If the tank is discovered to contain heavier oils such as #4 or #6 fuel oil, additional analytical for Extractable Petroleum Hydrocarbons will be required. At this time this additional analytical is not included and would be billed as time and materials.
 - e. Given the approximate 1,000 gallon UST's previous contents were unknown RIDEM requires analysis of soil via EPA 8260 VOCs, TPH 8015 (M) and MA EPH/VPH. Up to ten (10) soil samples for this suite of lab analysis has been included.
4. Upon receipt of analytical data from the laboratory, SAGE will evaluate the data and prepare a UST Closure Assessment report comparing results to applicable regulatory standards. Two (2) hard copies of the report as well as one (1) electronic copy including all manifests, etc. will be prepared within fifteen (15) days following completion of site work and will be provided for your review and certification prior to submission to RIDEM.



This assumes a release has not occurred and remedial excavation is not required. If a release is identified, RIDEM may require excavation and disposal of soil as well as additional analytical. Disposal of tank contents is estimated. Actual disposal will be based on tank contents, cleaning rinsate volumes, and volumes/nature of the materials within the tank. This assumes the tree limbs of the nearby tree to the 5K UST will be removed prior to planned tank removal. This does not include police detail if needed.

COST OPINION AND TERMS

SAGE proposes to complete the outlined scope of work for the cost indicated in the table below.

| Description of Services | Cost Opinion |
|---|---------------------------|
| SAGE Labor/Excavation Oversight & Expenses <ul style="list-style-type: none"> • UST Closure Application and Approval • Project Management • Expenses and field equipment • UST Closure Oversight and Sample Collection • Assessment Report | <i>\$6,525.00</i> |
| Subcontracted Laboratory Services <ul style="list-style-type: none"> • Up to 12 total Soil Samples Submitted for VPH analysis • Up to 10 samples for VOCs, EPH/VPH, and TPH | <i>\$5,100.00</i> |
| Non-Hazardous Materials Removal/Transportation Sub-Contractor <ul style="list-style-type: none"> • Pump and Clean UST • Dispose of up to 350 gallons of residual oil/water rinsate mix • Dispose of 7 tons of non-hazardous sand • Transportation and RI Hazardous Fee | <i>\$28,500.00</i> |
| Estimated Total: | <i>\$40,300.00</i> |

The above noted costs are believed to be reasonable to accomplish the proposed services; however, actual services will be provided on a time and materials (T&M) basis in accordance with the attached General Terms and Conditions which are hereby confirmed by your authorization to proceed.

Specifically, but not exclusively, this proposal does not include costs associated with:

- Disposal of impacted soils;
- Services associated with remedial excavation;
- Additional analytical that RIDEM may require;
- Any work not described herein;



AUTHORIZATION TO PROCEED

Should you wish to authorize SAGE to perform the proposed scope of work, **please return one executed copy of this proposal to our office.** SAGE will begin work promptly upon receiving your authorization to proceed.

Please note that this proposal is valid for 30 days from the date of issue.

Thank you for the opportunity to provide our services. Should you have any questions regarding this proposal, please do not hesitate to contact us.

Sincerely,
SAGE Environmental, Inc.

Becky Raymond
Becky Raymond
Environmental Scientist

Jeffrey D'Arrigo
Jeffrey D'Arrigo
Project Manager



**AUTHORIZATION TO PROCEED AND FEE AGREEMENT
(SAGE PROPOSAL NO. P7924_Rev2)**

| | | |
|---------------|------------------|----------------|
| Print Name | Signature, Title | Date |
| Telephone No. | Fax No. | E-mail Address |

ADDRESS INVOICES TO:

(Please provide contact information for the individual/entity responsible for receiving invoices and remitting payment)

SAME AS ADDRESSED PROPOSAL

Company & Contact Name: _____

Billing Address: _____

Email Address: _____

Phone: _____

ONSITE/PROJECT CONTACT (IF DIFFERENT FROM AUTHORIZER):

| | | |
|------------|---------------|----------------|
| Print Name | Telephone No. | E-mail Address |
|------------|---------------|----------------|



SAGE ENVIRONMENTAL, INC.
GENERAL TERMS AND CONDITIONS

SAGE ENVIRONMENTAL, INC., a Rhode Island corporation ("**SAGE**") proposes to perform certain professional services as detailed in SAGE's Proposal dated December 12, 2023 (hereinafter the "**Proposal**") to ONE Neighborhood Builders (hereinafter the "**Client**"). The services will be provided in exchange for the fee set forth in the Proposal. If no fee is set forth in the Proposal or if additional services are provided as a result of a change in the scope of work, all such services shall be provided for the fees and charges set forth on the Schedule of Rates, Fees and Charges and Expense Reimbursement Policy attached hereto (as amended or modified from time to time, the "**Rate Schedule**").

Upon acceptance of the Proposal in writing by the Client identified therein and execution of these General Terms and Conditions, the Proposal and these General Terms and Conditions, together with all attached Schedules (as amended, modified or supplemented from time to time, collectively, this "**Agreement**"), shall constitute a legally binding and enforceable contract for providing services upon the terms and conditions set forth therein. In the event of any conflict between the terms set forth in the Proposal and the terms set forth in these General Terms and Conditions, the terms set forth in the Proposal shall apply.

1. Scope of Services

Services to be performed by SAGE pursuant to this Agreement include only the environmental services as specifically set forth in the Proposal (the "**Services**"). Client acknowledges that the extent of Services necessary to bring a task or project to completion may vary significantly from original expectations or the written scope of Services proposed.

2. Notice of Change

Client must approve or direct any change in the Services to be performed by SAGE pursuant to this Agreement that is outside the scope of Services set forth in the Proposal by issuance of a change notice signed by Client or an authorized representative of Client (each a "**Change Notice**"). If either party hereto desires a change, SAGE shall prepare a proposed Change Notice for Client's review on SAGE's standard form containing a brief description of any added, deleted, and/or modified Services. Upon agreement between the parties as to scope, price and schedule of performance, Client's issuance or approval of the Change Notice shall be SAGE's authorization to proceed with the Services in accordance with this Agreement. Any Change Notice documented in an approved change shall set forth scope, cost and schedule impacts. Change Notices under this Agreement may be issued, approved, and authorized by transmission of the written Change Notice signed by Client or an authorized representative of Client through any of the means permitted pursuant to Section 28 of these General Terms and Conditions.

The preceding requirements to the contrary notwithstanding, the parties hereto acknowledge and agree that under pressing field conditions approved changes to the work are not always promptly documented in the manner and form described above. The parties hereto agree that the Client shall be liable for payment of fees and costs of extra services which have been approved verbally by the Client's duly authorized representative. Client specifically agrees that, as a material element of the consideration for the services provided hereunder, oral acceptance or authorization to undertake extra services shall be considered by both parties to constitute formal acceptance of the terms and conditions of this agreement for the performance of the extra services. In addition, SAGE shall have discretion to make changes in the scope of work when field conditions dictate without prior approval of the Client up to a maximum of 20% of the contract price or \$5,000, whichever is less.

3. Term

Unless terminated pursuant to Section 5 hereof, this Agreement shall be effective as of the date first above written, and shall be effective until the performance of the Services contemplated hereunder is complete.

4. Compensation

- 4.1. Client shall make timely payments to SAGE for the Services rendered hereunder and Client agrees that such timely payment is a material part of the consideration SAGE requires to perform the Services indicated in this Agreement.
- 4.2. Client shall pay SAGE for the Services rendered hereunder in United States funds drawn upon banks within the United States, in accordance with the rates, fees, and charges and expense reimbursement policy set forth on the Rate Schedule attached hereto and incorporated herein by reference. SAGE will submit invoices for the Services rendered hereunder at SAGE's option either on a monthly basis or upon completion of certain Project goals. All such invoicing shall be due and payable within fifteen (15) calendar days of the date of the invoice. If Client objects to any portion of an invoice, Client shall notify SAGE in writing in accordance with this Agreement within seven (7) calendar days of the invoice date, identifying the nature and cause of the objection, and Client shall pay when due that portion of the invoice not in dispute. Failure to provide timely written notice of any disputed charges shall constitute a full and complete waiver of any such claim. Client shall also pay fifty (50%) percent of disputed invoice amounts in accordance with the above payment terms. The balance of the invoice will then be due to SAGE or will be credited to Client upon resolution of the dispute. Client and SAGE shall make reasonable efforts to promptly resolve any disputed invoice amount.
- 4.3. Should third-party dispute resolution be required to resolve disputed invoices, through litigation, arbitration, or an alternative dispute resolution method, the non-prevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs, in addition to whatever other judgments or settlement sums may be due. Such legal costs shall include, but not be limited to, reasonable attorneys' fees, court costs, forensic consultant and expert witness fees, and other documented expenses, as well as the value of time spent by the prevailing party and those in that party's employ to research the issues in question, discuss matters with attorneys and others, prepare for depositions, respond to interrogatories, and all other actions reasonably taken by such party in furtherance of the resolution of such disputes. Insofar as SAGE is concerned, the value of time spent and expenses incurred shall be computed based upon SAGE's prevailing Rate Schedule.
- 4.4. Payments for a change authorized under Section 2 above may be invoiced and shall be paid in accordance with the timing requirements set forth in paragraph 4.2 above. In all other respects, the invoicing and payment provisions of this Section shall apply to the Services as changed.
- 4.5. SAGE applies payments received first to any accrued interest, costs and expenses as provided herein on outstanding invoices and then to the principal unpaid amount. Client shall pay an additional one and one-half (1½%) percent (or the maximum percentage allowed under applicable law, whichever is lower) of the invoiced amount per month for any payment received by SAGE more than thirty (30) calendar days from the date of invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the Client. Payment thereafter shall first be applied to accrued interest, costs and expenses as herein provided and then to the principal unpaid amount.
- 4.6. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client.
- 4.7. Client acknowledges and agrees that application of the percentage rate indicated above as a consequence of Client's late payment does not constitute any willingness on SAGE's part to finance Client's operation, and no such willingness should be inferred. In addition to its other rights and remedies hereunder and pursuant to applicable law, if Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, as set forth hereinabove, SAGE may at any



time thereafter, without waiving any other claim against Client and without thereby incurring any liability to Client, suspend this Agreement (as provided for in Section 6 hereof) or terminate this Agreement (as provided for in Section 5 hereof) until payment is received.

- 4.8. Any retainer remitted prior to the initiation of Services commencing shall be applied in SAGE's sole discretion to any outstanding invoices as provided herein and Client shall replenish the retainer in such amounts so applied within ten (10) calendar days of receipt of notice of such application. The initial retainer payment shall be non-refundable upon receipt by SAGE in consideration of administrative and mobilization expenses associated with the project. In the event that SAGE places any outstanding invoices in the hands of an agency or an attorney for collection, the Client shall pay the costs and expenses of collection, including, but not limited to, reasonable attorney's fees and court costs, if any.
- 4.9. If invoiced amounts become past due, SAGE may, at its sole option, defer, suspend or terminate services (as provided for in Sections 5 and 6 hereof). Client understands and agrees that it is Client's sole responsibility to maintain payment terms in accordance with this Agreement. Client understands and agrees that lack of payment in accordance with the terms of this Agreement shall give the right to SAGE to defer, suspend, or terminate Services until payment has been received. Client further acknowledges and understands that, should Services be deferred, suspended or terminated due to failure by Client to maintain payment terms, regulatory or other certain time-critical deadlines may lapse.
- 4.10. SAGE is entitled to protect and enforce its rights to payment for the Services rendered and costs and expenses incurred in connection with this Agreement pursuant to applicable law including, but not limited to, the mechanics' lien statutes of the jurisdictions within which SAGE performs the Services under this Agreement, and nothing contained in this Agreement constitutes a waiver of any such statutory rights. In accordance with Rhode Island General Laws §5-65-18, Client is hereby notified that SAGE may file a lien in accordance with the Rhode Island Mechanics Lien Act, chapter 28 of title 34.
- 4.11. All SAGE work product remains the property of SAGE until the client has paid in full for the associated services. Any use of SAGE work product prior to full payment must be approved by SAGE.
- 4.12. Any inquiry from the client more than ninety (90) days after the completion of the Services provided for herein requesting information regarding the Services or any matters related thereto shall be subject to a fee for retrieval of records from storage and charges for time and material required to respond to any such inquiry at the then applicable rates.

5. Termination

Each of Client and SAGE may terminate this Agreement without penalty, as follows. The party initiating termination shall so notify the other party in writing in accordance with this Agreement, and this Agreement shall terminate effective fourteen (14) calendar days after receipt of such termination notice. Irrespective of which party effects termination or the cause thereof, within thirty (30) calendar days of the date of any termination of this Agreement, Client shall pay SAGE's compensation for Services rendered and costs and expenses incurred, in accordance with SAGE's prevailing Rate Schedule. Such compensation shall include any amount which is outstanding at the time of termination, as well as any amounts reasonably stemming from termination and post-termination activities, including, but not limited to, demobilization, schedule modification, personnel reassignment, equipment decontamination and/or disposal, and disposal and replacement of contaminated consumables.

6. Suspension

If payment of SAGE's invoices is not maintained on a thirty (30) calendar-day current basis by Client, SAGE shall have the right to defer further work, or upon fourteen (14) calendar days' written notice to Client, suspend further services until payment is restored to a current basis, or terminate this Agreement per Section 5 hereof. Client may suspend SAGE's Services upon fourteen (14) calendar days' written notice. Any suspension by Client exceeding thirty (30) calendar days shall, at SAGE's option only, make this Agreement subject to renegotiation and termination. Once Services have been recommenced, the schedule for completion set out in the Proposal will be adjusted and/or extended by an amount of time satisfactory to both Client and SAGE, and Client shall compensate SAGE for Services performed and costs and expenses incurred prior to the suspension date, plus suspension charges. Suspension charges shall include, but shall not be limited to, fees for Services and costs and expenses for putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment, and issuing necessary or customary notices to appropriate government agencies. Compensation to SAGE shall be based upon SAGE's prevailing Rate Schedule.

7. Right of Entry

Client hereby grants to SAGE permission for SAGE, its staff and subcontractors to enter upon all property owned by Client in order for SAGE to fulfill the scope of the Services hereunder. To the extent that the provision of Services hereunder requires SAGE, its staff or subcontractors to enter upon any property that is not owned by Client, Client shall be responsible for obtaining the written permission and consent of the owner of such property to the entry upon such property by SAGE, its staff and subcontractors to perform the Services. Client hereby represents and warrants to SAGE that any such permission and consent by any such third party has been duly granted. Upon request by SAGE, Client shall provide SAGE with a copy of any such permission and consent. Client acknowledges that the use of exploration equipment may alter or affect the terrain in the area under investigation. Client accepts such risks. The cost of restoration of the affected area because of any such damage arising out of the use of such exploration equipment or the entry by SAGE, its staff or subcontractors on property owned by any third-party for which no consent or permission of such third party has been obtained has neither been calculated nor included in SAGE's fees.

8. Buried Utilities

- 8.1. Client shall furnish to SAGE information identifying the type and location of utility lines and other manmade objects beneath the site's surface. SAGE will take reasonable precautions to avoid damaging these man-made objects and will contact DigSafe (for work to be conducted in RI, MA, NH, VT or ME) or Call Before You Dig (for work to be conducted in CT) and the local municipality to have underground utilities marked in the street prior to commencement of work which will disrupt the subsurface. SAGE will not be responsible for any damage, injury or interference with any subterranean structure, pipe, tank, cable or any other element or condition if not called to SAGE's attention by Client prior to commencement of work. A representative of the Client agrees to be on site prior to subsurface exploratory activities to approve locations selected for subsurface evaluation by SAGE. Final approval of any subsurface exploratory location is the ultimate responsibility of the Client. Client understands and agrees that if Client's representative is not on site at the time of subsurface exploratory activities, SAGE will proceed with the scope of Services and will make a reasonable effort to avoid subsurface utilities and man-made objects made known by DigSafe or Call Before You Dig.
- 8.2. In the event that multiple plans are provided by the Client, Client shall either assist in the review of such plans or furnish specific identification of subsurface utilities and/or man-made objects.

9. Standard of Care

- 9.1. SAGE will strive to perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of SAGE's profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee, expressed or implied, is included or intended in this Agreement or in any report, opinion, document, or other instrument provided in connection with the Services. Client understands and agrees that some governmental regulations relating to hazardous materials, which, for the purposes of this Agreement, shall mean any "hazardous material," "hazardous wastes,"



or “hazardous substances” as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq., as amended, or any similar statute, and the regulations adopted pursuant thereto, and shall include, without limitation (whether or not included in the definition contained in said laws), petroleum, solvents, asbestos, and other chemicals which would be materially dangerous to the environment or to human beings and other regulated contaminants (“Hazardous Materials”), require results that are difficult if not impossible to achieve, for example, construction of an entirely impermeable liner. SAGE will strive to abide by professional standards of care with respect to such regulations, but SAGE does not guarantee compliance with any such regulations. Client understands and agrees that systems designed by SAGE to evaluate, monitor or remediate Hazardous Materials, or serve other, similar purposes may not perform as Client anticipated, despite SAGE having performed Services in accordance with the standard of care. Client understands and agrees that satisfactorily designed, constructed, and maintained monitoring systems may help achieve early detection of environmental changes, but SAGE shall not perform such monitoring unless specifically included in the scope of Services hereunder.

- 9.2. The American Society for Testing and Materials (ASTM) has developed a variety of prescriptive professional practice standards (standard practices and standard guides), that identify specific methods professionals could or should use to attain results. Such prescriptive professional practice standards fail to consider the unique needs of a client, the client’s project-specific expectations, and the requirements and obligations of the professionals engaged to provide service, nor do they consider more effective techniques that may have been developed subsequent to the issuance of such standards. These ASTM standards are more generic and general in nature and, therefore, do not constitute, nor are they tantamount to, the applicable standard of care, which necessarily is defined by and must consider project-specific contractual terms and other particular needs, expectations, circumstances, and requirements of the project and the professional engagement. As such, adherence to ASTM’s prescriptive professional practice standards, in whole or in part, may not be appropriate or in the best interest of the Client or the Project. Accordingly, unless indicated otherwise in SAGE’s instruments of Service, SAGE has not followed prescriptive professional practice standards issued by ASTM, and has instead worked to develop a scope of Service specifically for this Project and in accordance with the Client’s needs and preferences and SAGE’s professional and contractual obligations.

10. Warranty and Product Liability Waiver Risk

Client acknowledges and agrees that SAGE’s performance will be evaluated based upon the professional liability doctrine and SAGE’s performance relative to the applicable standard of care set forth in Section 9 of these General Terms and Conditions. Client also agrees that SAGE will in no event face a warranty, product, or other strict liability risk exposure as a consequence of SAGE’s participation in the Project. To the fullest extent permitted by law, Client waives any claim against SAGE based upon the theory that, by providing Services, SAGE was warranting more than its intent to abide by the applicable standard of care or was participating in the fabrication of a product or was in any other way engaging in activity creating a strict liability exposure.

11. Performance; Force Majeure

SAGE shall make reasonable efforts to complete its work in an orderly manner, subject to all reasonable delays from fire or other casualty, strikes, lockouts or other labor disputes, acts of God, government or military action, terrorism, transportation delay, inclement weather, and other conditions beyond its control. Compensation due to SAGE hereunder shall be equitably adjusted to compensate it for any additional cost it incurs as a result of any such delay.

12. Certain Risks and Waivers.

Client acknowledge and agrees that performance of the Services entails various risks and, to the fullest extent permitted by law, agrees to waive any claim against SAGE for injury or loss to the extent arising from such risks, as set forth more particularly on the Schedule of Certain Risks and Waivers attached hereto, the terms of which are incorporated herein by reference as if fully set forth herein.

13. General Indemnity.

As a material element of the consideration SAGE requires to perform the Services, to the fullest extent permitted by law, Client agrees and covenants to waive and release any claim against SAGE, its employees, officers, agents, representatives and affiliates (each a “SAGE Party” and collectively, the “SAGE Parties”), and to indemnify, defend, and hold the SAGE Parties harmless from, any and all claims, liabilities, judgments, demands, fines, penalties, losses, damages, forfeitures and suits to the extent arising out of any of the following: (a) SAGE’s performance of the Services indicated herein; (b) the existence, storage, transport or disposal of Hazardous Materials or regulated contaminants on or with respect to any site at which SAGE performed Services; and (c) Client’s violation of applicable law or breach of this Agreement; *provided, however*, that Client shall not have any obligation to the extent that any such claim, liability, judgment, demand, fine, penalty, loss, damage, forfeiture or suit arises directly from SAGE’s gross negligence or willful misconduct in performing the Services. Client agrees that it also shall compensate each SAGE Party for any time spent or expenses incurred by such SAGE Party in connection with the defense of any claim with respect to which Client is obligated to indemnify or defend pursuant to this Agreement. Such compensation shall be based upon SAGE’s prevailing Rate Schedule, which may be modified on a periodic basis. The term “any claim” used in this Section and in any other Section of this Agreement or Schedule containing an indemnity or waiver by Client means “any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.” Without limiting the generality of the foregoing, Client acknowledges that a remedy at law for any breach or threatened breach would be inadequate, and agrees that SAGE shall be entitled to injunctive relief in addition to any other available rights and remedies in case of any such breach or threatened breach; provided, however, that nothing contained herein shall prohibit SAGE from pursuing any other remedies available for any such breach or threatened breach.

14. Regulatory Deadline&/Reimbursement/Permits

- 14.1. SAGE will make reasonable efforts to assist Client in meeting regulatory deadlines imposed by state and/or federal agencies related to the scope of Services proposed. Client understands and agrees that in projects involving such deadlines, SAGE makes no guarantee, either expressed or implied, that such deadlines will be met. The adherence to such deadlines is strictly the responsibility of Client.
- 14.2. SAGE may assist Client in the preparation of applications for reimbursement of cost of remediation when such reimbursement is available provided, however, Client shall be solely responsible for the timely filing of any such reimbursements within applicable deadlines.
- 14.3. Concerning SAGE’s assistance to Client in preparation of applications for environmental permits, Client recognizes that the application process for such permits is complex, involving considerable public participation. At times, public opposition can be severe and prevent or delay actual permit issuance to Client, regardless of the technical soundness of the Project. Client understands and agrees that in such projects, SAGE makes no expressed or implied representation that such a permit will be issued.

15. Changed Conditions

Should SAGE call for contract renegotiation due to changed conditions, SAGE shall identify the changed conditions that in SAGE’s professional judgment make such renegotiation necessary, and SAGE and Client shall promptly and in good faith enter into the renegotiation process. If renegotiated terms cannot be agreed to, SAGE shall have the right to terminate this Agreement without penalty as provided for in Section 5 hereof.



16. Waivers/Out of Scope Services

Unless specifically set forth in the Proposal, the identification and reporting of environmental conditions such as, but not limited to, wetlands, radon, lead-based paint, and/or asbestos shall be considered "Out of Scope Services" and SAGE shall not provide such Services, and any mention by SAGE of the existence of such conditions or suspected conditions is purely incidental, and not at all tantamount to a report based upon the identification of such conditions, nor is such mention an assurance that all such conditions have been identified, or those found or expected to exist have been accurately identified or characterized. Accordingly, to the fullest extent permitted by law, Client agrees to waive any claim against SAGE for injury or loss to the extent arising from SAGE's alleged failure to report fully, accurately, or at all on such conditions when such Out of Scope Services are not specifically set forth in the Proposal.

17. Unnecessary Risk Exposure

Client agrees to respond promptly to any notice of a deficiency in SAGE's Service or deficiency in implementation of SAGE's plans, specifications, or reports, in order to protect SAGE from unnecessary exposure to liability risk, to preserve and protect the health and safety, and welfare of the public and to achieve adherence to applicable codes, standards, statutes, and regulations.

18. Site Safety

SAGE's site responsibilities are limited solely to the activities of SAGE and SAGE's employees on the site in performance of the Services. These responsibilities shall not be inferred by any party to mean that SAGE has responsibility for site safety.

19. Disposal of Contaminated Substances

All substances, including, but not limited to, Hazardous Materials or regulated contaminants and other contaminated substances on, in, or under Client's site, or obtained from Client's site as samples or byproducts of the sampling process, are Client's property. Client shall dispose of all nonhazardous samples and sampling process byproducts in accordance with applicable law. Client agrees that samples submitted for laboratory analysis will be disposed of by the subcontracted laboratory unless the Client directs otherwise, and Client understands and accepts the risks associated with any improper disposal by the subcontracted laboratory. The cost of disposing of any samples or sampling process byproducts that are Hazardous Materials or are assumed to be affected by regulated contaminants which are not submitted for laboratory analysis shall be borne by the Client. Client shall sign all manifests for the disposal of Hazardous Materials or contaminated substances affected by regulated contaminants. If, in the absence of written instructions from the Client to the contrary and for the convenience of the Client, SAGE, SAGE's employees, or SAGE's agents sign manifests and/or hire a contractor for the Client to transport, treat or dispose of Hazardous Materials or contaminated substances, then in that event it is understood and agreed that SAGE shall do so only as Client's agent (notwithstanding any other provision of this Agreement to the contrary) so that SAGE shall not be considered a generator, transporter, or disposer of Hazardous Materials or regulated substances. Because involvement with Client's Hazardous Materials or contaminated substances can expose SAGE to severe risks, to the fullest extent permitted by law, Client agrees to waive any claim against SAGE for injury or loss to the extent arising from SAGE's containing, labeling, transporting, testing, storing, or other handling of Client's contaminated samples or Hazardous Materials.

20. Retention of SAGE's Subcontractors

SAGE's scope of Services indicates the Services SAGE believes are necessary to fulfill Client's needs, and the equipment, personnel, subconsultants and subcontractors required to perform those Services. Client understands and agrees that the scope of Services is based upon SAGE's assumptions about conditions that may be encountered as the Project progresses. When actual conditions differ, a changed condition will exist and, as a result SAGE may need to obtain or perform Services that were not included in the original scope of Services. SAGE agrees to notify Client as soon as practicable after such changed condition is encountered, and Client agrees to: (1) pay the reasonable rates, fees and expenses of those subcontractors SAGE retains to provide Services, in accordance with SAGE's Rate Schedule; (2) not unreasonably restrict SAGE's ability to retain those subcontractors SAGE believes are necessary; (3) authorize SAGE to retain other subcontractors on a quality-oriented, negotiated basis; and (4) to the fullest extent permitted by law, waive any claim against SAGE, for injury or loss to the extent arising in whole or in part from Client's refusal to permit SAGE to retain those subcontractors whose assistance SAGE believes is necessary.

21. Limitation of Professional Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CLIENT AGREES THAT SAGE'S LIABILITY TO CLIENT BASED UPON OR ARISING OUT OF THIS AGREEMENT OR SAGE'S ALLEGED BREACH OF CONTRACT OR OTHER ACTS, ERRORS OR OMISSIONS SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE LESSER OF \$1,000,000 AND THE AGGREGATE AMOUNT OF FEES FOR SERVICES RENDERED ON THE SUBJECT PROJECT PAID TO SAGE HEREUNDER.

22. Opinions/Certifications

Any expression by SAGE concerning the outcome of tasks, projects or Services conducted on the Client's behalf is an expression of SAGE's professional judgment or opinion but is not a guarantee. SAGE's opinions or judgments are estimates and are limited by SAGE's knowledge of the facts and are based upon industry practice and the state of regulatory attitudes known to SAGE at the time they are expressed.

23. No Third-Party Beneficiaries/Reliance/Documents.

- 23.1. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.
- 23.2. Nothing contained in this Agreement shall be construed nor is intended to give any rights or benefits to any person or entity other than the Client and SAGE. All duties and responsibilities set forth or undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and SAGE and for no other person or entity. Client agrees not to disclose to any person or entity that is not a party to this Agreement any information, data, reports, analyses, opinions, conclusions, certificates, documents or other items provided by SAGE pursuant to this Agreement (collectively, the "SAGE Documents") without the express prior written consent of SAGE. Client understands and agrees that, in the event of any such disclosure without the prior written consent of SAGE, SAGE shall have no liability or responsibility to Client or to any other person or entity as to any liability, damages, judgments, settlements, fees, costs, expenses or any amounts whatsoever incurred or resulting from such disclosure.
- 23.3 To the extent any party seeks SAGE's consent to any third-party being able to rely upon any Documents, SAGE may withhold its consent if the third party does not agree in writing, (a) to be bound by the terms and conditions of this Agreement, including, without limitation, any provision limiting SAGE's liability hereunder, (b) to use such information only for the purposes contemplated by SAGE in performing its Services, and (c) to be bound by the qualifications and limitations expressed in any Documents.
- 23.4 To the fullest extent permitted by law, Client agrees to waive any claim against SAGE for injury or loss to the extent arising from any disclosure of any SAGE Document by Client in violation of Section 23 of this Agreement or any third party's reliance on any SAGE Document without SAGE's prior written authorization to do so.



24. Entire Agreement

This Agreement constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter contained therein. There are no agreements, proposals, communications, representations, warranties, understandings, or covenants other than those expressly set forth herein or therein. This Agreement supersedes all prior agreements, proposals, communications, representations, warranties, understandings, or covenants, between the parties with respect to such subject matter.

25. Succession and Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Notwithstanding anything to the contrary herein, no party may assign this Agreement or any of its rights, interests, or obligations hereunder or thereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

26. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties. Facsimile, e-mail (".pdf") and other means of electronic transmission of signatures shall be legal and binding.

27. Headings

The section headings contained in this Agreement and the headings in the Schedules attached are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement or the Schedules.

28. Notices

All notices and other communications required hereunder shall be in writing, and shall be deemed given upon the earlier of delivery thereof if by hand or upon receipt if sent by mail (registered or certified, postage prepaid, return receipt requested), or on the next business day after deposit if sent by a recognized overnight delivery service or upon transmission if sent by email, telecopy or facsimile transmission (with requests of acknowledgment of receipt in a manner customary for a communication of such type) as follows:

| | | | |
|------------|--|---------------|---|
| If to SAGE | SAGE Environmental, Inc. 301 Friendship Street Providence, RI 02903 Attention: Becky Raymond Email: braymond@sage-enviro.com Phone: (401) 723-9900 Fax: (401) 723-9973 | If to Client: | ONE Neighborhood Builders 66 Chaffee Street Providence, RI 02909 Attention: Eric Watne Email: watne@onenb.org Phone: 401.408.2496 |
|------------|--|---------------|---|

Any party may change the address to which notices, requests, demands, claims, and other communications required hereunder are to be delivered by giving the other party notice in the manner herein set forth.

29. Governing Law

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Rhode Island without giving effect to any choice or conflict of law, provision or rule (whether of the State of Rhode Island or any other jurisdiction) that caused the application of the laws of any jurisdiction other than the State of Rhode Island.

30. Amendments and Waivers

Except for changes in the scope of Services made pursuant to the terms of Paragraph 2 above under pressing field conditions, no amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the parties hereto. No waiver by any party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder, or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

31. Severability

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

32. Construction

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect thereto, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the terms and provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

33. Incorporation of Schedules

The Schedules identified in this Agreement are incorporated herein by reference and made a part thereof.

34. Confidentiality and Non-Disclosure

Any information provided by SAGE in or pursuant to this Agreement that is privileged, proprietary, confidential or otherwise protected by statute or case law, including but not limited to, any technical or pricing information and any trademarked or copyrighted material, shall not be disclosed by Client to any other person or entity without the express prior written consent of SAGE.



35. Submission to Jurisdiction/Waiver

EACH OF THE PARTIES SUBMITS TO THE PERSONAL AND SUBJECT MATTER JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN PROVIDENCE, RHODE ISLAND, AND ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND AGREES THAT ALL CLAIMS IN RESPECT OF THE ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT. EACH OF THE PARTIES HEREBY WAIVES TRIAL BY JURY AND ANY DEFENSE OF INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING SO BROUGHT AND WAIVES ANY BOND, SURETY, OR OTHER SECURITY THAT MIGHT BE REQUIRED OF ANY OTHER PARTY WITH RESPECT THERETO.

2023- SCHEDULE OF RATES, FEES AND CHARGES AND EXPENSE REIMBURSEMENT POLICY

| a. Professional Services | Hourly Rate |
|---|-------------|
| Principal | \$250.00 |
| Certified Industrial Hygienist | \$250.00 |
| Licensed Site Professional (MA) | \$220.00 |
| Licensed Environmental Professional (CT) | \$220.00 |
| Regulatory Specialist | \$205.00 |
| Senior Project Manager | \$190.00 |
| Project Manager | \$150.00 |
| Senior Environmental Scientist | \$135.00 |
| Asbestos Project Designer | \$140.00 |
| Environmental Scientist II | \$120.00 |
| Environmental Scientist I | \$110.00 |
| Asbestos Inspector/ Asbestos Monitor | \$120.00 |
| Reimbursement Specialist | \$105.00 |
| Technical Writer | \$105.00 |
| Environmental Technician III | \$95.00 |
| Environmental Technician II | \$85.00 |
| Admin. Assistant/Word Processor | \$80.00 |
| CAD/Draftsperson | \$80.00 |
| Environmental Technician I | \$70.00 |
| b. Equipment | |
| Air Purifier Units | \$250.00 |
| Air Sampling Pump | \$40.00 |
| Air Sampling Tripods (per day) | \$25.00 |
| Asbestos Sampling Equipment | \$55.00 |
| Asphalt Patch (per bag) (taxable) | \$35.00 |
| Bentonite Granular 50 lbs (per bag) (taxable) | \$35.00 |
| Boat Rental | \$200.00 |
| Chop Saw | \$55.00 |
| Concrete Mixer | \$110.00 |
| Confined Space Entry Equipment | \$185.00 |
| Core Drill | \$220.00 |
| Coring Machine | \$385.00 |
| Demolition Hammer/Hammer Drill | \$120.00 |
| Demolition Saw | \$120.00 |
| Drain Inspection Camera | \$330.00 |
| Drone | \$275.00 |
| Drum (55 Gallon) | \$75.00 |
| Elevation Survey Equipment (Auto/Laser) | \$65.00 |
| Ferromagnetic Detector | \$40.00 |
| Field Filters | \$27.50 |
| Filter Sand 50 lbs (per bag) (taxable) | \$22.00 |
| GPS Equipment | \$195.00 |
| Groundwater Gauging Equipment | \$65.00 |
| Groundwater Sampling Equipment | \$220.00 |
| Groundwater Sampling Equipment/GPS | \$415.00 |
| Groundwater Sampling/Elevation Survey Equipment | \$285.00 |
| Groundwater Sampling/YSI Equipment | \$360.00 |
| Hand Augering Equipment | \$35.00 |
| Hand Tool Liners | \$2.00 |
| HAPSITE (per day) | \$575.00 |
| HAPSITE (per week) | \$1,450.00 |
| HAPSITE Sample (1L Tedlar) | \$45.00 |
| HAPSITE Sample (3L Tedlar) | \$55.00 |
| Honeywell Generator (Large) | \$130.00 |
| Indoor Air & Soil Vapor Vacuum Sampler | \$55.00 |
| Interface Probe/Water Level Indicator | \$55.00 |
| Job Supplies | \$50.00 |
| Landfill Gas Meter | \$195.00 |
| Magnahelic Gauges | \$35.00 |
| Manometer | \$30.00 |



| | |
|---|----------|
| Mileage | \$0.75 |
| Mold Air-O-Cell Cassettes | \$7.00 |
| Mold Sampling Equipment | \$45.00 |
| Oil Absorbent Pads (taxable) | \$1.10 |
| Oil Absorbent Socks (taxable) | \$8.25 |
| Peristaltic Pump | \$40.00 |
| Photoionization Detector | \$110.00 |
| Pilot Test Equipment | \$935.00 |
| Poly Sheeting -10 feet | \$11.00 |
| Portland Concrete 50 lbs (per bag) (taxable) | \$20.00 |
| Pressure Washer | \$30.00 |
| Product Recovery Bailer | \$11.00 |
| Rotometer | \$12.00 |
| Ryobi Generator (small) | \$65.00 |
| Slug Test Equipment | \$175.00 |
| Soil Gas Installation Package | \$140.00 |
| Soil Gas Points (Permanent) | \$110.00 |
| Soil Gas Points (Temporary) | \$60.00 |
| Soil Sampling Equipment | \$120.00 |
| Surface Water/Sediment Sampling Equipment (per day) | \$40.00 |
| SVE/Soil Gas Monitoring Equipment | \$140.00 |
| Thermal Imager | \$165.00 |
| TSI DustTrak | \$165.00 |
| TSI DustTrak with Enclosure | \$195.00 |
| Tubing for Peristaltic Pump (Flexible) (per foot) | \$2.25 |
| Tubing for Peristaltic Pump (Rigid) (per foot) | \$0.25 |
| Turbidity Meter | \$35.00 |
| Tyvek Suit | \$25.00 |
| Vehicle Charge (0-100 Miles) | \$65.00 |
| Vehicle Charge (100+ Miles) | \$80.00 |
| Video Borescope | \$40.00 |
| Wetland Flagging Equipment | \$85.00 |
| YSI Meter | \$140.00 |

c. Miscellaneous

- Subcontracted Services and equipment purchases and/or rentals will be invoiced at cost plus a percentage.
- Mileage will be invoiced at \$0.75 per mile
- Expert witness or testimony, hearings, court appearances or depositions will be charged at a rate of 1.50 times of the above schedule.
- Services requiring higher than Level D personal protection will be subject to a surcharge depending on the level of protection necessary.
- Overtime rates of 1.33 times regular rate applies to hours in excess of eight per weekday for individual employees, and/or Saturday or Sunday hours up to eight hours per employee.
- Double time rates of 1.66 times regular rate apply to work on holidays or for hours in excess of eight per day for individual employees on Saturday and Sunday.

Fee Determination

It is often impossible to determine the full nature and extent of the services which a matter may ultimately require due to changes in facts, circumstances or site conditions. For this reason, SAGE is unable to charge a specific fixed fee amount for its services and offers budgetary opinions, which are provided on a time and materials basis. Invoices/ fees are based upon SAGE's determination of the value of services rendered to the client in conjunction with the specific time spent on the project. Under most circumstances, fees and invoicing will be based upon SAGE's staff time, equipment, materials and subcontracted expenses expended on the client's project or behalf.

SAGE's hourly rates for its staff, equipment and materials vary depending on the nature and complexity of the project tasks. Because an hourly rate is not always an accurate gauge or reflection of the value of services rendered, SAGE reserves the right to adjust billings to the client either upward or downward to arrive at a reasonable fee. Invoices may be adjusted downward in situations with clients where the time, materials and equipment utilized on a project seem inordinately high. Conversely, above invoices may be adjusted upward depending on such factors as: the novelty or complexity of a given task or project and/or the skill or level of effort required to provide our services promptly; services provided on an expedited basis; time constraints imposed by the client; and/or other circumstances which result in substantial disruptions or rescheduling of other work being conducted by SAGE.

Opinion of Probable Cost

SAGE has submitted to Client an opinion of the probable cost required to implement SAGE's Services, recommendations, plans, or specifications. Client understands that SAGE is not a cost estimator or contractor and does not have a cost estimator's or contractor's experience with factors such as: the specific decisions of regulatory agencies, weather, etc., as well as the specific decisions of other consultants involved with the project; the means, methods, sequences, and operations of construction and related safety programs; the cost and extent of labor, equipment, and materials; cost estimators' and contractors' techniques for determining prices and market conditions; and other factors that cost estimators and contractors consider over which SAGE has no control. Given the number and extent of assumptions SAGE must make in order to develop an opinion of probable cost, SAGE's opinion of probable cost will not be as accurate as the estimate furnished by a cost estimator or contractor. To the fullest extent permitted by law, Client agrees to waive any claim against SAGE, for injury or loss to the extent arising from alleged inaccuracies in SAGE's opinion of probable cost.



SCHEDULE OF CERTAIN RISKS AND WAIVERS

1. Uncertainty and Risk of Environmental Site Assessments

a. Client understands and agrees that an environmental site assessment is conducted solely to permit SAGE to render a professional opinion about the likelihood of Hazardous Materials or regulated contaminants being present on, in, or beneath the site in question at the time Services were conducted and that no matter how thorough an environmental site assessment study may be, findings derived from its conduct are limited and SAGE cannot know or state for an absolute fact that a site is unaffected by reportable quantities of Hazardous Materials or regulated contaminants. Furthermore, Client understands and agrees that even if SAGE believes that reportable quantities of Hazardous Materials and regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to or through the site after the study is complete. Given the foregoing, Client's acceptance of this Agreement shall signify that Client understands and agrees to the risks associated with environmental site assessments. Client is and at all times shall be solely responsible for the existence, storage, transport and disposal of Hazardous Materials and regulated contaminants.

2. Field Observation

a. Client recognizes that unanticipated or changed conditions may be encountered during subsurface exploration and/or remediation and, principally for this reason, Client shall retain SAGE to observe such activities. Client understands and agrees that field observations are conducted to reduce, not eliminate, the risk of problems arising during subsurface exploration or remediation and that provision of the Services does not create a warranty or guarantee of any type. In all cases, contractors and/or subcontractors shall retain responsibility for, and SAGE shall not be responsible for, the quality and completeness of their work and for adhering to the plans, specifications, and recommendations on which their work is based.

b. Should SAGE for any reason not provide field observation during the implementation of SAGE's plans, specifications, and recommendation, or should Client unduly restrict SAGE's assignment of observation personnel, to the full extent permitted by the law, Client agrees to waive any claim against SAGE for injury or loss to the extent arising from field problems allegedly caused by findings, conclusions, recommendations, plans, or specifications developed by SAGE.

3. Aquifer Cross-Contamination Risk

Client understands and agrees that sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer or other hydrous body not previously contaminated. Client acknowledges that SAGE is powerless to totally eliminate this risk and sampling is an essential element of SAGE's Services indicated herein. Accordingly, to the fullest extent permitted by law, Client agrees to waive any claim against SAGE for injury or loss arising from cross-contamination allegedly caused by SAGE's sampling.

4. Discovery of Unanticipated Hazardous Materials

a. Hazardous Materials or certain types of Hazardous Materials may exist where there is no reason to believe they are present. Should SAGE discover such unanticipated Hazardous Materials or suspected Hazardous Materials, said condition may constitute a changed condition, which may mandate a renegotiation or termination of this Agreement as provided in Section 15 of the Agreement. Client and SAGE also agree that, upon discovery of unanticipated Hazardous Materials or suspected Hazardous Materials, SAGE should take those measures that in SAGE'S opinion are necessary to preserve and protect public health, safety, and welfare and the environment. Client agrees to compensate SAGE for such Services, given that the Hazardous Materials or suspected Hazardous Materials in question are the Client's responsibility. To the fullest extent permitted by law, Client agrees to waive any claim against SAGE for injury or loss to the extent arising from SAGE's discovery of unanticipated Hazardous Materials or suspected Hazardous Materials, or their presence.

b. Client represents and warrants to SAGE that Client has informed SAGE of any Hazardous Materials or regulated contaminants Client knows or has reason to assume or suspect might exist at, in, on, or under the site(s) and/or structure(s) or Project(s) involved.

5. Drill Cuttings and Fluids

When Hazardous Materials are known, assumed, or suspected to exist beneath the surface of a Project site, certain waste materials, such as drill cuttings and drilling fluids, may be handled as if contaminated. If, in SAGE's opinion, the waste materials present a threat to public health and safety, and/or the environment, SAGE may contain and label such materials, will inform Client that such containerization and labeling have been performed, and will leave the containers on site for Client's proper and lawful removal, transport, and disposal. The parties agree that these containerized materials are Client's responsibility, and, to the fullest extent permitted by law, Client agrees to waive any claim against SAGE for injury or loss to the extent arising as a result of drill cuttings, drill fluids, or other assumedly Hazardous Materials being left on site after their containerization by SAGE.

6. Subsurface Risks

Client understands and agrees that special risks are associated with the identification of subsurface conditions (i.e., conditions behind a wall, under a floor, etc.), that are hidden from view and that even a comprehensive sampling and testing program implemented by experienced personnel using appropriate equipment under the direction of a trained professional may fail to detect certain conditions, because such conditions are hidden and therefore cannot be targeted in development of a subsurface exploration plan. For similar reasons, conditions that SAGE infers to exist between sampling points may differ significantly from the conditions that actually exist there. Time also plays a significant role and Client recognizes that, because of natural occurrences or human intervention at or near the site, actual conditions discovered through sampling are subject to rapid change. Client understands and agrees that such risks cannot be eliminated. SAGE is available to explain these risks to Client.

7. Failure to Follow Recommendations/Information Provided by SAGE and/or Others

a. Client agrees that it would be unfair to hold SAGE liable for problems that arise when SAGE's plans, specifications, reports, or recommendations are not followed. Accordingly, to the fullest extent permitted by law, Client agrees to waive any claim against SAGE for injury or loss to the extent arising from improper implementation of SAGE's plans, specifications, reports, or recommendations.

SAGE shall indicate to Client the information needed for rendering Services hereunder, and Client shall provide to SAGE as much of such information that is available to Client. Client shall inform SAGE of reports or other materials prepared by others that relate to SAGE's portion of the Services, and Client shall furnish these to SAGE or otherwise help SAGE gain access to them. Client understands and agrees that SAGE is unable to ensure the sufficiency of such information, either because doing so is impossible, or because of errors or omissions others may have committed when assembling the information. Accordingly, to the fullest extent permitted by law, Client agrees to waive any claim against SAGE for injury or loss to the extent arising from alleged errors, omissions, or inaccuracies in documents or other information provided to SAGE by Client.



PRE-BID CONFERENCE
Demolition and Debris Removal of 542 Broad Street
10:00am Monday March 11, 2024
CITY OF CENTRAL FALLS

| <u>Name</u> | <u>Company</u> | <u>Phone Number</u> | <u>Email</u> |
|------------------|---------------------|--------------------------------|-----------------------------|
| Jon Billiss | Billiss Destruction | 701-741-0177 | Billiss Destruction |
| Rafael Santana | AA Wrecking | 401-357-1188 | JFurtado@AAWrecking.com |
| Henry Angwine | Marathon Const | 401-787-1000 | hngwine@Marathon-Const.com |
| Jide Williams | The Alliance Co | 508-2129 +0. = 8 | ALLIANCECURE@gmail |
| DAVID SANTANELLI | BIRAY CORPORATION | 831-8895 | biray corp @ yahoo.com |
| Steve Mancini | Mancini Demolition | 499-8627 | mancinidemolition@gmail.com |
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