



City of Newport
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Xay R. Khamsyvovavong & Members of the City Council
From: Laura L. Sitrin, Interim City Manager *Laura L. Sitrin*
Date: October 27, 2023
Subject: Award of Contract – Testing of Soil at Rogers High School

RECOMMENDATION:

Recommend an award of contract to Vanasse Hangen Brustlin, Inc. (VHB), under the State of Rhode Island Master Pricing Agreement, in the amount of \$ 39,350 to test soil below 8 feet at the Rogers High School demolition “dirt pile”, along with an estimated additional cost of \$15,000 to DiGregorio Company (School Contract) to remove the installed Coconut Mat to allow for testing, and purchase and re-install Coconut mat to replace as needed after the testing by VHB, and authorizes the Mayor to sign the contract.

BACKGROUND AND FINDINGS:

The Rogers High School project includes stockpiling excavated soil “dirt pile”, in accordance with a Rhode Island Department of Environmental Management (RIDEM) permit, on top of the old track on the high school property. The dirt pile is estimated to be 15-20 feet high. The School Department has a contractor, Pare Engineering, that has performed all of the required testing of the soil for contaminants, including testing in July 2023 that took samples from the top to the depth of 4-8 feet (vertically). We have been told that Pare tested samples as they were excavated and stockpiled prior to July 2023. Some neighbors located near the Rogers High School have expressed concern about possible contaminants in the stockpiled soil.

The City Council asked the Administration to hire a company to review the testing done by Pare as part of the high school project. The company, VHB, reviewed all of the testing data and information and determined that the testing results were arrived at appropriately. The analysis of the soil contains some contaminants such as arsenic and lead that exceed RIDEM criteria, but the data does not appear to be overly high in concentration compared to other RIDEM-regulated site data. Representatives from VHB did indicate that the July 2023 samples pulled by Pare did not go below 4-8 feet and, to ensure that soil testing is fully covered, recommended that further samples could be pulled vertically via geoprobe at 3 separate depths all the way down to the base of the pile. The additional soil testing will be done by the City’s contractor, VHB, and will require services from one of the School’s contractors to assist in uncovering the dirt pile to allow for testing, and then purchasing and re-installing Coconut mat to re-cover the areas where samples are taken. The estimated cost from the school contractor is \$15,000.

PREVIOUS LEGISLATIVE ACTION

Resolution # 2023-89

FISCAL IMPACT

Funding is available in the City’s capital projects fund

SUPPORTING DOCUMENTS

Resolution
Contract

Finance Dept Review: 10/31/23 Date By: RSN (if applicable)

CITY OF NEWPORT

**RESOLUTION
OF THE
COUNCIL**

No. _____

Resolved: the City Council of Newport approves the award of contract to Vanasse Hangen Brustlin, Inc. (VHB) in the amount of \$ 39,350 for further testing of soil stockpiled at Rogers High School. An additional amount of \$15,000 is approved to uncover and re-cover the dirt pile with Coconut mat. The Interim City Manager is authorized to sign the contract(s) for same on behalf of the City.

IN COUNCIL
READ AND PASSED

Laura C. Swistak
City Clerk



Engineers | Scientists | Planners | Designers

1 Cedar Street, Suite 400, Providence, Rhode Island 02903

P 401.272.8100 F 401.277.8400 www.vhb.com

Client Authorization

New Contract

Date: October 27, 2023

Project No. 87269.23

Project Name: Environmental Consulting Services
City of Newport
Chepachet, Rhode Island

To: Laura Sitrin, Interim City Manager
City of Newport
43 Broadway
Newport, RI 02840

	Cost Estimate	
	Amendment	Contract Total
Labor		\$6,740.00
Expenses		\$32,610.00
TOTAL		\$39,350.00

Email: lsitrin@cityofnewport.com

Lump Sum Time & Expenses
 Cost + Fixed Fee Labor Multiplier

Phone No: 401-845-5841

Estimated Date of Completion: See below.

PROJECT DESCRIPTION/SCOPE OF SERVICES

Via email on October 20, 2023, the City of Newport (Client) requested that VHB provide a scope of work and cost estimate to characterize soil currently staged in a large stockpile atop the infield of the athletic track at the Roger's High School location to supplement existing soil characterization data collected by others. Based upon visual observations and a review of the data collection methods by others to date, the stockpile ranges in height from approximately 15-20 feet and the top 4-8 feet have been characterized by others. VHB understands that the top of the soil pile has been shaped and flattened, and a gradually sloping "ramp" along the side of the stockpile exists to facilitate safe access to the top of the pile by equipment and personnel. The Client has specifically requested that this scope of work include services to characterize the soil within the stockpile from depths below 8-feet from the top of the stockpile. VHB's assumptions and proposed scope of services to accomplish this goal are outlined below:

TASK 1: FIELD WORK PREPARATIONS AND SUBCONTRACTOR & CLIENT SCHEDULING/COORDINATION (\$2,190)

Prior to implementing the stockpile sampling task (Task 2 below), VHB will prepare a project specific Health & Safety Plan, contact the DigSafe Network, procure glassware and field screening/sampling supplies from the laboratory, will subcontract with and schedule a drilling contractor, and will coordinate/schedule the date for the stockpile sampling task with the Client. VHB assumes the drilling and associated soil sampling can be completed between normal business hours (i.e., between 7:00 am and 5:00 pm) Monday through Friday, excluding holidays. A Site visit by VHB (and the drilling subcontractor if their schedule permits) will be completed prior to the scheduled date for the sample collection to assess the stockpile surface conditions and the earthen ramp for accessibility and stability, and to premark the locations of the proposed borings. The soil boring locations will be selected based upon a combination of factors including, but not necessarily limited to, accessibility, integrity of the stockpile surface/safety considerations, representative distribution across the stockpile and best professional judgement of the VHB environmental representative. VHB assumes that full access to the stockpile and adjacent areas will be granted by the Client without the need to enter into a Formal Access Agreement and no other permissions or authorizations are required. If a Formal Access Agreement is required, and/or if any additional authorizations or permissions by any other entities are also required, VHB assumes the Client will obtain said agreement, authorization, and/or permission on VHB's behalf and will provide such in writing to VHB prior to VHB's implementation of Task 2 below.

TASK 2: SOIL SAMPLING AND LABORATORY ANALYSIS (\$34,715)

A VHB scientist and/or engineer will observe a drilling subcontractor install between 10-12 soil borings via direct-push methodology via track probe rig through the top of the stockpile to depths generally corresponding to bottom of the stockpile. The maximum height of the stockpile is estimated to be 20-feet. Soil will be retrieved from each boring in 5-foot intervals (i.e., from 0-5 feet deep, 5-10 feet deep, etc.) within dedicated macro-core sleeves. Soil from each sampling interval will be generally observed for visual and olfactual evidence of contamination, and samples from the deeper intervals, generally expected to be from 10-15 feet and 15-20 feet below the top of the stockpile, will be field screened for the presence of volatile organic compounds (VOCs) and containerized into lab-supplied glassware and submitted to a RI-certified laboratory for analysis of the following compounds which are the same compounds analyzed by others during previous stockpile characterization efforts:

- › Volatile Organic Compounds (VOCs)
- › Semi-VOCs (SVOCs)
- › Total Petroleum Hydrocarbons (TPH)
- › Polychlorinated Biphenyls (PCBs)
- › Total PP13 Metals
- › Herbicides
- › Pesticides
- › pH/Corrosivity
- › Flashpoint
- › Conductivity

Should the stockpile be greater than 20-feet in height, additional soil samples may be collected from intervals deeper than 20-feet within said borings (e.g., 20-25 feet). The maximum number of samples submitted to the laboratory for the full suite analysis of compounds listed above is 25 plus up to 5 of the total metals samples will be analyzed for Toxicity Characteristic Leaching Procedure (TCLP), if needed based on EPA guidance criteria (a.k.a. 20X Rule). VHB assumes the drilling and soil sample collection will take no longer than eight (8) hours in one (1) workday to complete. All excess soil generated during the soil boring procedures will be reintroduced into the boreholes from which they were obtained. No drums of investigation derived waste (IDW) will be generated.

For quality control and assurance purposes, the VHB representative will include a Trip Blank for VOC analysis and 1 duplicate sample to be analyzed for the full suite of parameters listed above to facilitate data quality evaluation and laboratory performance.

VHB proposes to utilize ESS Labs located in Cranston, RI to perform the laboratory analyses. ESS will be asked to provide the results within their standard turnaround timeframe of 2-weeks from the day after submittal to their facility and will be asked to set their laboratory reporting limits (RLs) to be less than applicable RIDEM Residential Direct Exposure Criteria (RDEC).

TASK 3: TECHNICAL MEMORANDUM PREPARATION AND CLIENT MEETING (\$2,445)

Upon receipt of the laboratory data, VHB will prepare a Technical Summary Memorandum (Tech Memo) that includes a narrative outline of the stockpile characterization efforts completed, an evaluation of the data and findings in comparison with applicable RIDEM criteria and previous data collected by others, data summary tables; and a Site Graphic depicting the sample locations. Copies of the analytical reports provided by the lab will also be included as an attachment to the Tech Memo. The Tech Memo will be provided to the Client in electronic format (PDF) via email or drop box to the Client. VHB will participate in one teleconference with the Client to discuss the Tech Memo. VHB assumes the teleconference will be no longer than 1-hour in length.

SERVICES NOT INCLUDED

Only services specifically described in VHB's scope of services outlined above are included in this scope of work. Services not included in this scope of work include, but are not necessarily limited to, installation of groundwater



monitoring wells, groundwater sampling and analysis, IDW disposal, remediation services, correspondence with or submittals to RIDEM, public notices, and landfill closure services.

SCHEDULE

VHB is prepared to initiate this scope of work immediately upon receipt of the Client Authorization below. At this time, our estimate to complete this scope of work is within 6-weeks from the date of authorization. Unforeseen project delays beyond the control of VHB (e.g., weather related, subcontractor schedules, laboratory delays, etc.) may result in an adjustment to any schedules provided. Should such conditions arise, VHB will notify the Client as soon as possible.

COMPENSATION

VHB will perform the Scope of Services contained in this Agreement on a Time & Expenses basis for a fee not to exceed **\$39,350.00**. VHB has provided a breakdown between anticipated labor fees and expenses above; however, the actual breakdown between labor and expenses will likely vary from these estimates. But under no circumstance will the total amount of VHB labor plus expenses be exceeded without Client notification and approval.

VHB will provide invoices for work completed during the previous 4-week period approximately 2 weeks after the end of said 4-week billing period. A brief overview of the task(s) completed or partially completed during the billing period will accompany each invoice.

VHB will perform the services in accordance with Solicitation #OE21000313, MPA 584 OE Engineering Services, Qualification Based Selection (QBS). Notice of Contract Purchase Agreement from State of RI is attached.

CLIENT AUTHORIZATION

Prepared by: Peter Grivers

Document Approval: Meredith Avery

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

Subject to attached terms & conditions

Subject to terms & conditions in the previously authorized Agreement

VANASSE HANGEN BRÜSTLIN, INC. AUTHORIZATION

CLIENT AUTHORIZATION (Please sign original and return)

By: 

By: _____

Print Meredith Avery

Print: Laura Sitrin

Title: Managing Director – Environmental

Title: Interim City Manager

Date: October 31, 2023

Date: _____



STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license

may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

SAFETY. VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent



acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for



the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA.
FLORIDA STATUTES SECTION
558.0035 (2013), AN INDIVIDUAL
EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR
ECONOMIC DAMAGES RESULTING
FROM NEGLIGENCE OCCURRING
WITHIN THE COURSE AND SCOPE
OF THIS AGREEMENT.**



RIDEM-2023 MPA-584 RATES

Senior Project Engineer	SPE	\$205.00 per hr
Task Manager	TM	\$135.00 per hr
Scientist - 1	S1	\$95.00 per hr
Admin	ADMIN	\$75.00 per hr

Notice of Contract Purchase Agreement



**State Of Rhode Island
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860**

V E N D O R	VANASSE HANGEN BRUSTLIN INC 101 WALNUT ST WATERTOWN, MA 02472-4054 United States
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MPA 584 ENGINEERING SERVICES	
Award Number	3722058
Revision Number	0
Effective Period	01-JUL-2021 - 30-JUN-2024
Approved PO Date	14-JUN-2021
Vendor Number	907-iSupplier

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	ARCH, ENG & CONSULT
Requisition Number	
Change Order Requisition Number	
Solicitation Number	
Freight	Paid
Payment Terms	NET 30
Buyer	- Bovis, Thomas
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

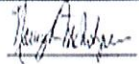
CONTRACT TERM: 07/01/2021 – 06/30/2024

CONTRACT MAY BE RENEWED FOR UP TO ONE (1) ADDITIONAL 12-MONTH PERIOD BASED ON VENDOR PERFORMANCE AND THE AVAILABILITY OF FUNDS.

MASTER PRICE AGREEMENT #584

PROVIDE ENGINEERING SERVICES IN ACCORDANCE WITH THE PROVISIONS OF OSP SOLICITATION

INVOICE TO
IMMEDIATE VENDOR ACTION REQUIRED: Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at : http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf
REGISTRATION REQUIREMENTS
IMMEDIATE VENDOR ACTION REQUIRED: ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at : https://www.ridop.ri.gov/osp/osp-vendor-registration.php

STATE PURCHASING AGENT

Nancy R. McIntyre

#OEV21000313 AND THE STATE OF RHODE ISLAND'S GENERAL CONDITIONS OF PURCHASE.

APPROVED FOR THE FOLLOWING ENGINEERING DISCIPLINES:

- CIVIL ENGINEERING
- ENVIRONMENTAL ENGINEERING CATEGORY 1
- ENVIRONMENTAL ENGINEERING CATEGORY 2
- ENVIRONMENTAL ENGINEERING CATEGORY 3
- ENVIRONMENTAL ENGINEERING CATEGORY 4
- TRANSPORTATION

STATE AGENCIES MUST REVIEW ALL INSTRUCTIONS AND REQUIREMENTS BEFORE SOLICITING QUOTES IN ACCORDANCE WITH THE AGENCY CONTRACT USER GUIDE.

THE USER AGENCY WILL ISSUE SEPARATE PURCHASE AGREEMENT FOR A SPECIFIC PROJECT. NO WORK SHALL COMMENCE UNTIL ISSUANCE OF THE PURCHASE AGREEMENT AND PURCHASE ORDER RELEASE.

SUPPLIER CONTACT:

Jennifer Allen
jallen@vhb.com

INVOICE TO
<p>IMMEDIATE VENDOR ACTION REQUIRED: Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at : http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf</p>
<p>REGISTRATION REQUIREMENTS IMMEDIATE VENDOR ACTION REQUIRED: ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at : https://www.ridop.ri.gov/osp/osp-vendor-registration.php</p>

STATE PURCHASING AGENT
 Nancy R. McIntyre

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the

specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at: <https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

MASTER PRICE AGREEMENT CONTRACT ADMINISTRATIVE FEE

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system.

The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.

b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

THE CITY OF NEWPORT

RESOLUTION
OF THE
COUNCIL

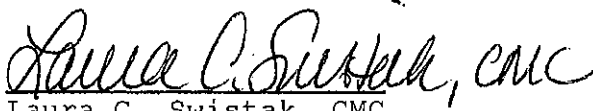
NO.2023-89

- WHEREAS: The highest priority of local government should be the health, safety and well-being of its citizens; AND
- WHEREAS: When undertaking any project, initiative or related matter, the City of Newport understands and accepts this priority and responsibility; AND
- WHEREAS: The City of Newport proposed and is now in the process of building, a new high school on the site of the existing Rogers High School and Newport Area Career and Technical Center, located at 15 Wickham Road and 109 Old Fort Road respectively; AND
- WHEREAS: Throughout the process of soil excavation at said build, the area commonly referred to as the track and field location on the site has been used as an area to deposit excavated soil; AND
- WHEREAS: Regarding the build referenced above, the City of Newport has effectively been identified by the Rhode Island Department of Environmental Management (RIDEM) as a responsible party as defined by Section 1.4(A)(70) of the remediation regulations; and Therefore, be it
- RESOLVED: That the City Manager is directed by the Newport City Council to use city personnel and financial resources to enter into a contract with an independent (no-government) entity to undertake a thorough analysis of the contents of the soil located at the so-called track and field site at the above-mentioned location; and be it further
- RESOLVED: That until the city manager has provided the results of the contents of the soil as reported by said independent entity, and the Newport City Council has been made aware of the results, the dumping of excavated soil from the above mentioned property is

prohibited anywhere on the grounds of the above mentioned property.

DAVID CARLIN

IN COUNCIL
READ AND PASSED
JULY 26, 2023

A handwritten signature in cursive script that reads "Laura C. Swistak, CMC". The signature is written in black ink and is positioned above the printed name and title.

Laura C. Swistak, CMC
City Clerk