

October 20, 2021

Kevin Chaffee
Natural Resources Manager
Office of Planning & Economic Development
City of Springfield
70 Tapley Street
Springfield, Massachusetts 01104

Re: **Proposal for Phase II Environmental Site Assessment and Reuse Planning**
E/S Pinevale Street
Springfield, Massachusetts

Dear Mr. Chaffee:

Weston & Sampson is pleased to submit this proposal for a Phase II Environmental Site Assessment (ESA) and Reuse Planning at the E/S Pinevale Street parcel in the Indian Orchard Neighborhood of Springfield, Massachusetts (the Site). This proposal includes a scope and fee for a subsurface assessment to augment the existing dataset and support the potential redevelopment of the Site, identified by the City of Springfield (the City) Assessor's Department as Parcel 097550086. Subsurface assessment activities, findings, and recommendations will be summarized in a Phase II ESA Report, which will inform decisions regarding property transfer, redevelopment options, remediation, and regulatory next steps for the Site under the Massachusetts Contingency Plan (MCP); 310 CMR 40.0000.

SITE BACKGROUND

The Site is an approximately 16-acre parcel that was formerly part of a 54-acre property owned by the Chapman Valve Manufacturing Company of Boston, Massachusetts (Chapman Valve) who purchased the property around 1874 to conduct valve manufacturing activities. Chapman Valve manufactured metal valves primarily for use by the Navy, but also worked under contract with the Atomic Energy Commission (AEC) to manufacture uranium metal for Manhattan Engineering District (MED) projects. Chapman Valve was acquired by Crane Company (Crane Co.) in 1959 who continued valve manufacturing at the Site until the 1980s. Crane Co. dissolved the 54-acre property into numerous parcels, which were sold to various parties, except for the 16-acre parcel located at E/S Pinevale Street. Crane Co. demolished the original 12 factory buildings located at the Site between the 1980s and 1996, leaving only the slab foundations in place. The Site went through various property transfers between 2003 and 2013 before the City of Springfield acquired the property through a municipal tax taking in May 2013.

The Site has been the subject of multiple environmental investigations and response actions since the mid-1980s. These have included: soil and groundwater sampling; the assessment and removal of 19 underground storage tanks (USTs) containing various quantities of fuel oils, gasoline, and waste oil; the sampling and disposal of asbestos containing material (ACM), surveys for radioactivity, and risk characterizations. The Site is regulated under the MCP and listed by the Massachusetts Department of Environmental Protection (MassDEP) as Release tracking Number (RTN) 1-170.

APPROACH

Based on a review of the publicly available reports on MassDEP's Waste Site & Reportable Releases Data Portal (eeonline.eea.state.ma.us/portal#!/search/wastesite), we recommend a soil and groundwater sampling program focused on Areas of Concern (AOCs) based on contaminants in Site media identified during previous investigations. To focus the subsurface investigation, we have identified the following AOCs:

Table 1 – Areas of Concern	
Area of Concern	Contaminant(s) of Concern [CoC(s)]
BT-E, DP-1	Petroleum in Soil
CM-22	Petroleum in Soil
CM-38	Petroleum in Soil and Groundwater; Lead in Groundwater
CM-39	Lead in Soil
CM-40, CM-53, CM-54	Barium, Cadmium, and Lead in Soil
CM-43	Petroleum in Soil and Groundwater; Lead in Groundwater
CM-45	Lead in Groundwater
CM-52	Cadmium in Soil
DP-2	PAHs in Soil
MW-205	Cadmium in Groundwater
OTP-4	PAHs in Soil
OTP-6	PAHs in Soil
OTP-8	PAHs in Soil

Weston & Sampson is proposing a two-phased investigation. An initial phase to address the AOCs listed above. Following receipt of the data and evaluation we propose a supplemental assessment phase to evaluate data gaps. Following the initial round of subsurface investigative activities, we propose performing a full Method 3 Risk Characterization using current and validated historical data to determine where additional assessment is needed.

Subsequent to the second round of assessment activities, the Method 3 Risk Characterization will be updated, and a pathway to regulatory closure developed. The completion of the supplemental investigation, along with a Method 3 Risk Characterization will assist with the evaluation of risk and remedial alternatives that focus on eliminating potential exposure to contaminated soil and groundwater under current and future use conditions.

PROPOSED SCOPE OF WORK

Task 1: Project Management and Meeting/Teleconference

Weston & Sampson will perform project management activities including correspondence and coordination with appropriate Site contacts and subcontractors, the laboratory, and the City, and management of the project budget.

In addition, Weston & Sampson anticipates one meeting or teleconference to discuss the data, present the report findings to the City of Springfield and to discuss recommendations. We have therefore budgeted up to 4 hours each for the Licensed Site Professional (Mr. George Naslas), Project Manager (Ms. Sarah DeStefano), and Project Scientist (Mr. Joseph Spencer) and for this meeting. We estimate completion of this project within 8 months of the Notice to Proceed.

Task 2: Site-Specific Health and Safety Plan

Prior to fieldwork, Weston & Sampson will generate a site-specific Health and Safety Plan (HASP) for our personnel conducting the proposed limited subsurface investigation activities at the Site. The purpose of this document is to describe site hazards and confirm proper and safe conduct of site operations. Non-Weston & Sampson personnel (i.e., City personnel, subcontractors, etc.) are not covered by the HASP. The HASP will include:

- The use of appropriate personal protective equipment (PPE).
- Relevant emergency and project contacts
- First aid and handling procedures of injuries requiring medical attention and transport to the nearest local hospital.
- Sign-off sheet acknowledging that field representatives have read the HASP.

Task 3: Initial Site Reconnaissance/Utility Clearance, Site Clearing, and File Review

Weston & Sampson will conduct a Site reconnaissance to confirm the placement of test pits, soil borings, and monitoring wells. In addition to DIGSAFE notification for public utilities, we will pre-mark all test pit, soil boring, and monitoring well locations.

As part of the initial Site reconnaissance, Weston & Sampson will hire a contractor to clear heavily vegetated areas of the Site where soil borings and/or test pits are planned. At the direction of Weston & Sampson, the contractor will push aside small, woody vegetation and brush to clear walking and driving paths for personnel and equipment, respectively.

Under this task, Weston & Sampson will also conduct a file review with MassDEP Western Region and US EPA. The purpose of this task is to identify reports not included on the MassDEP's Waste Site & Reportable Releases Data Portal.

Task 4: Subsurface Investigation

Task 4.1: Soil Boring Advancement, Soil analysis, and Monitoring Well Installation

Soil Boring Advancement, Soil Sampling, and Analysis

Weston & Sampson proposes to advance up to thirty-eight (38) soil borings at the Site. Soil borings will be advanced using a Geoprobe® or similar direct push-technology drill rig to the sample depths shown below in Table 2, or to refusal, whichever is less. In some cases, pre-drilling through former building slabs may be necessary to advance borings.

Soil will be logged continuously during the advancement of the soil borings, and Weston & Sampson will record the following information on boring logs for each boring location: soil type, color, field instrumentation readings, evidence of soil contamination and sampling intervals. Each sample collected will be screened for total volatile organic compounds (TVOCs) using a photoionization detector (PID) equipped with a 10.6 eV lamp.

Up to thirty-eight (38) soil samples will be submitted for laboratory analysis for the parameters shown below in Table 2 at each boring location. Weston & Sampson proposes to complete five (5) of the borings as monitoring wells, as indicated below:

AOC	Number of Borings	Number of Wells	Rationale	Analytes	Number of Soil Samples
BT-E, DP-1	5	0	Delineate extent of petroleum-impacted soil	EPH/VPH	5
CM-22	4	0	Delineate extent of petroleum-impacted soil	EPH/VPH	4
CM-38	5	1	Delineate extent of petroleum-impacted soil; resample for groundwater for dissolved lead	EPH/VPH; Lead	5
CM-39	4	0	Delineate extent of lead-impacted soil	Lead	4
CM-40, CM-53, CM-54	5	1	Delineate extent of metals-impacted soil, resample for groundwater for dissolved metals	Barium, Cadmium, Lead	5
CM-43	5	1	Delineate extent of petroleum-impacted soil; resample for groundwater for dissolved lead	EPH/VPH; Lead	5
CM-45	1	1	Sample soil for lead; resample groundwater for dissolved lead	Lead	1

CM-52	4	0	Delineate extent of cadmium-impacted soil	Cadmium	4
DP-2	1	0	Determine if coal/ash exemption applies	PAHs, Lead, Coal/Ash	1
MW-205	1	1	Sample soil for cadmium; resample groundwater for dissolved cadmium	Cadmium	1
OTP-4	1	0	Determine if coal/ash exemption applies	PAHs, Lead, Coal/Ash	1
OTP-6	1	0	Determine if coal/ash exemption applies	PAHs, Lead, Coal/Ash	1
OTP-8	1	0	Determine if coal/ash exemption applies	PAHs, Lead, Coal/Ash	1
Total number of samples**					38

** Not including quality control / quality assurance samples, described below

Additionally, for quality control/quality assurance purposes, two duplicate samples will be collected for each analysis and one matrix spike/matrix spike duplicate sample will be collected for analysis of metals. Soil samples will be placed directly into new laboratory-prepared sample containers and will be packed and transported to a laboratory in accordance with professional standards of care for selected analyses via EPA or State methods. Chain-of-custody documentation will be maintained throughout the sampling process. Samples will be analyzed on a standard laboratory turn-around-time of 7 to 10 days.

Task 4.2: Groundwater Sampling and Analysis

Weston & Sampson will collect groundwater samples from each of the five (5) newly installed monitoring wells using low-flow sampling techniques in accordance with EPA's Region I "Low Stress (low flow) Purging and Sampling Procedure for the Collection of Ground Water Samples from Monitoring Wells", EQASOP-GW4 (Revision 4, September 19, 2017), or other appropriate methods. Groundwater samples will be field-filtered and analyzed for dissolved barium, cadmium, and/or lead based on historical data. The samples will be placed directly into new laboratory-prepared sample containers and will be packed and transported to a laboratory in accordance with professional standards of care for analyses via EPA methods or equivalent State-approved methods. Chain-of-custody documentation will be maintained throughout the sampling process.

Task 5: Phase II ESA Report and Method 3 Risk Characterization

After completion of the initial field investigation, receipt of the laboratory results, and basic data validation, Weston & Sampson will perform a Method 3 Risk Characterization. The results of the Method 3 Risk Characterization will determine the need for additional sampling activities, as outlined below in Task 6. If additional sampling activities are necessary, the Method 3 Risk Characterization will be revised upon receipt of those results.

Once the Method 3 Risk Characterization and any necessary supplemental sampling activities are complete, Weston & Sampson will document the above field activities, data, and risk characterization results in a Phase II ESA Report. The Report will also include a discussion of next steps under the MCP and recommendations for additional response actions and/or regulatory closure.

Task 6: Supplemental Sampling Activities

Weston & Sampson has budgeted for supplemental subsurface investigation assessment activities, should they be necessary, and/or additional remedial planning activities. The supplemental activities may include additional sampling to evaluate hot spots, data gaps and to understand the nature and extent of contamination at the Site and/or to support the Method 3 Risk Characterization and/or remedial planning activities / potential MCP obligations such as a generation of a Release Abatement Measure (RAM) Plan and/or Soil Management Plan (SMP).

COST AND SCHEDULE

Weston & Sampson anticipates completing the above Scope of Work for a fee of **\$ 99,600**. All work will be performed in accordance with our General Terms and Conditions, attached.

The table below represents the estimated costs for each task as described above:

Task 1: Project Management and Teleconference	\$ 4,500
Task 2: Site-Specific Health and Safety Plan	\$ 700
Task 3: Initial Site Reconnaissance/Utility Clearance, Site Clearing, and File Review	\$ 9,900
Task 4: Subsurface Investigation	\$ 39,500
Task 5: Phase II ESA Report and Method 3 Risk Characterization	\$ 21,000
Task 6: Supplemental Sampling Activities	\$ 24,000
Total	\$ 99,600

ASSUMPTIONS / EXCLUSIONS

1. **Assumes field work will be conducted before or after ground frost.**
2. Task 4 assumes four (4) days of drilling and one (1) day of concrete coring.
3. Two (2) Weston & Sampson personnel will be required for safety reasons for all Site activities.
4. A Method 3 Risk Characterization will be performed in accordance with the MCP.
5. No hazardous building materials survey will be conducted (e.g., asbestos, lead paint, etc.)
6. Costs do not include any associated regulatory submittals, notifications, permits, fees, remediation expenses, disposal costs, or additional assessment activities, other than those defined above in Task 5.
7. The City will provide Weston & Sampson and its subcontractors access to the properties for the purposes of conducting the subsurface assessment activities described above.
8. Restoration of the area, beyond backfilling, is not included in our scope.
9. Work will be completed during standard work hours (i.e., weekdays, between 7 am and 5 pm).
10. Our field personnel and subcontractors can perform the work safely in OSHA Level D protection.
11. Traffic control and police detail will not be required.
12. **Total cost of subcontractor fees (driller, excavator, and lab) approximately \$42,900.**

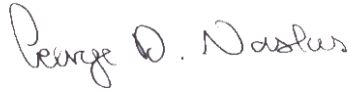
If this proposal is acceptable to you, please sign the Notice to Proceed below and the attached Contract, and email to the undersigned at naslasg@wseinc.com. If you have any questions or concerns, please do not hesitate to contact us.

Very truly yours,

WESTON & SAMPSON ENGINEERS, INC.



Joseph R. Spencer, CHMM
Senior Project Environmental Scientist



George D. Naslas, PG, LSP
Vice President

Attachment: Terms and Conditions

NOTICE TO PROCEED

Name _____

Title _____

Organization _____

Signature _____

Date _____

WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated October 20, 2021, is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefor, WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.
3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON'S services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON'S officers, directors, employees, agents or independent professional associates, or any of them, and any causes arising from or related to the COVID-19 pandemic, shall not exceed the greater of \$50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.
4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste or viruses, including COVID-19, in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty,

indemnity or other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site or exposure of any parties to the COVID-19 virus.

6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.
7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:
 - a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.
 - b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both

general and special considerations relating to the Project.

- c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.
- d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.
- e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.
- f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.
- h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.
- i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.
- j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.

8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON'S independent consultants, and for the services necessary to affect termination.
9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.
10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON'S independent consultants, and OWNER shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON'S independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.
11. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.
12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings. The parties may engage in remote mediation if in-person mediation is not possible or practicable due to the COVID-19 pandemic, or if mutually agreed upon between the parties.
13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.
15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

18. If delays or failures of performance of WESTON & SAMPSON are caused by occurrences beyond the reasonable control of WESTON & SAMPSON, WESTON & SAMPSON shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by WESTON & SAMPSON, or any other causes which are beyond the reasonable control of WESTON & SAMPSON. WESTON & SAMPSON's scheduled completion date shall be adjusted to account for any force majeure delay and WESTON & SAMPSON shall be compensated for all costs incurred in connection with or arising from a force

majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

Approved by:

OWNER Name

Signature Date

Printed Name and Title

\\Wse03.local\WSE\Projects\MA\Springfield MA\ES Pinevale St (Parcel ID#097550086)\SOW\Terms and Conditions.docx