



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

MASTER PRICE AGREEMENT (“MPA”) #309
SOLICITATION #7548839
Effective Period: January 1, 2015 – December 31, 2017
Exercising the First of Three-One Year Terms at the Sole Discretion of the State

Vendor Award and Respective Categories Awarded

| Award # | Vendor Name (Alphabetic Order) | Categories Awarded |
|----------------|--|---------------------------|
| <u>3405695</u> | Alliance Environmental Group, Inc. | Category 4 |
| <u>3405705</u> | ATC Group Services | Category 3 |
| <u>3405727</u> | Beta Group, Inc. | Categories 1, 2 and 3 |
| <u>3405733</u> | EA Engineering, Science, and Technology, Inc. | Categories 1, 2 and 4 |
| <u>3405737</u> | EnviroTrac Ltd. | Category 3 |
| <u>3405738</u> | Fuss & O'Neill, Inc. | Categories 1, 2, 3 and 4 |
| <u>3405895</u> | GEI Consultants Inc | Categories 1 and 2 |
| <u>3405899</u> | Gordon R. Archibald, Inc. | Category 3 |
| <u>3405900</u> | Gza Geoenvironmental, Inc. | Categories 1 and 2 |
| <u>3405901</u> | The Louis Berger Group, Inc. | Categories 1, 2 and 3 |
| <u>3405696</u> | Northeast States for Coordinated Air Use Managemen | Category 4 |
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| <u>3405903</u> | Resource Control Associates, Inc. | Categories 1, 2 and 3 |
| <u>3405904</u> | SAGE Environmental, Inc. | Category 3 |
| <u>3405905</u> | Stearns Conrad and Schmidt Consultant Engineers, I | Category 4 |
| <u>3405906</u> | Vanasse Hangen Brustlin, Inc. | Categories 1, 2, 3 and 4 |
| <u>3405907</u> | Weston & Sampson Engineers, Inc. | Categories 1, 2 and 3 |
| <u>3405908</u> | Woodard & Curran | <u>Categories 1 and 2</u> |

Notice of Blanket Purchase Agreement



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

| | |
|--|---|
| V E N D O R | EA ENGINEERING SCIENCE & TECH INC PO BOX 23865 BALTIMORE, MD 21203 United States |
|--|---|

| ENVIRONMENTAL TECHNICAL ASSISTANCE (MPA-309) | |
|---|----------------------------------|
| Award Number | 3405733 |
| Revision Number | 1 |
| Effective Period | 01-JAN-2015 - 31-DEC-2017 |
| Approved PO Date | 02-DEC-2016 |
| Vendor Number | 15174-iSupplier |

| | |
|---|---|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States |
|---|---|

| | |
|---------------------------------|--------------------------------|
| Type of Requisition | ARCH, ENG & CONSULT |
| Requisition Number | 1411059 |
| Change Order Requisition Number | |
| Solicitation Number | 7548839 |
| Freight | Paid |
| Payment Terms | NET 30 |
| Buyer | Walsh, Gail - |
| Requester Name | Hall, Wellington H |
| Work Telephone | 401-222-6825 x4908 |

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 purchasing regulations, available at www.purchasing.ri.gov.

CHANGE TO PO #3405733 DATED 11/28/2016

CHANGE EFFECTIVE PERIOD:
 FROM: 01/01/2015 - 12/31/2016
 TO: 01/01/2105 - 12/31/2017

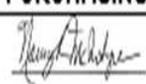
EXERCISING THE FIRST OF THREE ONE-YEAR RENEWAL OPTIONS.

| Line | Description | Unit | Unit Price (USD) |
|------|-------------|------|------------------|
| | | | |

INVOICE TO

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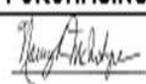
| |
|--|
| STATE PURCHASING AGENT |
|  Nancy R. McIntyre |

| Line | Description | Unit | Unit Price (USD) |
|------|---|------|------------------|
| 1 | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1& 2 - P4 - SALARY & FRINGE BENEFITS | Hour | 167.77 |
| 1.1 | MPA-309 - FY17-18 - CATEGORIES 1& 2 - P4 - SALARY & FRINGE BENEFITS | Hour | 167.77 |
| 2 | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1& 2 - P3 - SALARY & FRINGE BENEFITS | Hour | 99.94 |
| 2.1 | MPA-309 - FY17-18 - CATEGORIES 1& 2 - P3 - SALARY & FRINGE BENEFITS | Hour | 99.94 |
| 3 | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1& 2 - P2 - SALARY & FRINGE BENEFITS | Hour | 79.82 |
| 3.1 | MPA-309 - FY17-18 - CATEGORIES 1& 2 - P2 - SALARY & FRINGE BENEFITS | Hour | 79.82 |
| 4 | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1& 2 - P1 - SALARY & FRINGE BENEFITS | Hour | 67.51 |
| 4.1 | MPA-309 - FY17-18 - CATEGORIES 1& 2 - P1 - SALARY & FRINGE BENEFITS | Hour | 67.51 |
| 5 | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1& 2 - T2 - SALARY & FRINGE BENEFITS | Hour | 55.23 |
| 5.1 | MPA-309 - FY17-18 - CATEGORIES 1& 2 - T2 - SALARY & FRINGE BENEFITS | Hour | 55.23 |
| 6 | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1&2 - T1 - SALARY & FRINGE BENEFITS | Hour | 51.5 |
| 6.1 | MPA-309 - FY17-18 - CATEGORIES 1&2 - T1 - SALARY & FRINGE BENEFITS | Hour | 51.5 |
| 7 | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - CLASS I SITE SURVEY OF AREA UP TO 1 ACRE - \$950/SURVEY | Each | 950 |
| 7.1 | MPA-309 - FY17-18 - CATEGORIES 1 & 2 - CLASS I SITE SURVEY OF AREA UP TO 1 ACRE - \$950/SURVEY | Each | 950 |
| 8 | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1& 2 - CLASS I SITE SURVEY OF AREA 1 TO 5 ACRES - \$1,300/SURVEY | Each | 1300 |
| 8.1 | MPA-309 - FY17-18 - CATEGORIES 1& 2 - CLASS I SITE SURVEY OF AREA 1 TO 5 ACRES - \$1,300/SURVEY | Each | 1300 |
| 9 | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - CLASS I SITE SURVEY OF AREA 5 TO 10 ACRES - \$2,205/SURVEY | Each | 2205 |
| 9.1 | MPA-309 - FY17-18 - CATEGORIES 1 & 2 - CLASS I SITE SURVEY OF AREA 5 TO 10 ACRES - \$2,205/SURVEY | Each | 2205 |
| 10 | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - SITE SURVEY SERVICES - PERSONNEL RATE FOR DRAFTSMAN | Hour | 56 |
| 10.1 | MPA-309 - FY17-18 - CATEGORIES 1 & 2 - SITE SURVEY SERVICES - PERSONNEL RATE FOR DRAFTSMAN | Hour | 56 |
| 11 | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - DRILLING EXPENSES | Each | 1 |
| 11.1 | MPA-309 - FY17-18 - CATEGORIES 1 & 2 - DRILLING EXPENSES | Each | 1 |
| 12 | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - EQUIPMENT RATES | Each | 1 |

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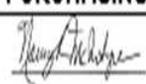
STATE PURCHASING AGENT

 Nancy R. McIntyre

| Line | Description | Unit | Unit Price (USD) |
|------|--|------|------------------|
| 12.1 | MPA-309 - FY17-18 - CATEGORIES 1 & 2 - EQUIPMENT RATES | Each | 1 |
| 13 | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1&2 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUPPLIES/EQUIPMENT - 6% | Each | 1 |
| 13.1 | MPA-309 - FY17-18 - CATEGORIES 1&2 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUPPLIES/EQUIPMENT - 6% | Each | 1 |
| 14 | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1&2 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUBCONTRACTORS - 10% | Each | 1 |
| 14.1 | MPA-309 - FY17-18 - CATEGORIES 1&2 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUBCONTRACTORS - 10% | Each | 1 |
| 15 | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1&2 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUPPLIES/EQUIPMENT - 10% | Each | 1 |
| 15.1 | MPA-309 - FY17-18 - CATEGORIES 1&2 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUPPLIES/EQUIPMENT - 10% | Each | 1 |
| 16 | MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUBCONTRACTORS - 15% | Each | 1 |
| 16.1 | MPA-309 - FY17-18 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUBCONTRACTORS - 15% | Each | 1 |
| 17 | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - P4 - SALARY & FRINGE BENEFITS | Hour | 147.02 |
| 17.1 | MPA-309 - FY17-18 - CATEGORY 4 - P4 - SALARY & FRINGE BENEFITS | Hour | 147.02 |
| 18 | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - P3 - SALARY & FRINGE BENEFITS | Hour | 91 |
| 18.1 | MPA-309 - FY17-18 - CATEGORY 4 - P3 - SALARY & FRINGE BENEFITS | Hour | 91 |
| 19 | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - P2 - SALARY & FRINGE BENEFITS | Hour | 77.47 |
| 19.1 | MPA-309 - FY17-18 - CATEGORY 4 - P2 - SALARY & FRINGE BENEFITS | Hour | 77.47 |
| 20 | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - P1 - SALARY & FRINGE BENEFITS | Hour | 73.12 |
| 20.1 | MPA-309 - FY17-18 - CATEGORY 4 - P1 - SALARY & FRINGE BENEFITS | Hour | 73.12 |
| 21 | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - T2 - SALARY & FRINGE BENEFITS | Hour | 67.23 |
| 21.1 | MPA-309 - FY17-18 - CATEGORY 4 - T2 - SALARY & FRINGE BENEFITS | Hour | 67.23 |
| 22 | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - T1 - SALARY & FRINGE BENEFITS | Hour | 57.94 |
| 22.1 | MPA-309 - FY17-18 - CATEGORY 4 - T1 - SALARY & FRINGE BENEFITS | Hour | 57.94 |

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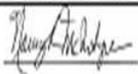
STATE PURCHASING AGENT

 Nancy R. McIntyre

| Line | Description | Unit | Unit Price (USD) |
|------|---|------|------------------|
| 23 | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - EQUIPMENT RATES | Each | 1 |
| 23.1 | MPA-309 - FY17-18 - CATEGORY 4 - EQUIPMENT RATES | Each | 1 |
| 24 | MPA-309 - 1/1/15-12/31/16 - MISCELLANEOUS SUBCONTRACTORS | Each | 1 |
| 24.1 | MPA-309 - FY17-18 - MISCELLANEOUS SUBCONTRACTORS | Each | 1 |
| 25 | MPA-309 - 1/1/15-12/31/16 - MISCELLANEOUS OTHER | Each | 1 |
| 25.1 | MPA-309 - FY17-18 - MISCELLANEOUS OTHER | Each | 1 |
| 26 | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1&2 - CIVIL & GEOTECHNICAL ENGINEERING SERVICES - FIELD MONITORING | Each | 1 |
| 26.1 | MPA-309 - FY17-18 - CATEGORIES 1&2 - CIVIL & GEOTECHNICAL ENGINEERING SERVICES - FIELD MONITORING | Each | 1 |
| 27 | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1&2 - CIVIL & GEOTECHNICAL ENGINEERING SERVICES - LABORATORY TESTING | Each | 1 |
| 27.1 | MPA-309 - FY17-18 - CATEGORIES 1&2 - CIVIL & GEOTECHNICAL ENGINEERING SERVICES - LABORATORY TESTING | Each | 1 |
| 28 | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1&2 - CIVIL & GEOTECHNICAL ENGINEERING SERVICES - EQUIPMENT CHARGES | Each | 1 |
| 28.1 | MPA-309 - FY17-18 - CATEGORIES 1&2 - CIVIL & GEOTECHNICAL ENGINEERING SERVICES - EQUIPMENT CHARGES | Each | 1 |

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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.

AUTHORIZATION AND RELEASE

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. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket 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 in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

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."

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.



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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

EA ENGINEERING SCIENCE & TECH INC
 2350 POST RD
 WARWICK, RI 02886
 United States

ENVIRONMENTAL TECHNICAL ASSISTANCE (MPA-309)

Award Number
3405733

Effective Period:
01-JAN-15 - 31-DEC-16

| | | | | |
|--|--|---|--|--|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States | Date: 22-DEC-14 Buyer: G Walsh Shipping: Paid Terms: NET 30 Vendor # 15174 | I N V O I C E | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States |
| | | | | |

| Department | | Type of Requisition | Bid Number | Requisition Number |
|------------|------|---------------------|------------|--------------------|
| Line | Item | Item Description | Unit | Unit Price |

| | | | | |
|--|--|--|--|--|
| | | <p>CONTRACT TERM: 1/1/15-12/31/16</p> <p>WITH AN OPTION TO RENEW FOR THREE ADDITIONAL ONE-YEAR TERMS. CONTRACT MAY BE TERMINATED BY THE STATE FOR ANY REASON ON THE ANNIVERSARY DATE WITH THIRTY DAYS' WRITTEN NOTICE.</p> <p>EA ENGINEERING, SCIENCE AND TECHNOLOGY, INC. IS APPROVED TO PERFORM SERVICES UNDER CATEGORIES 1, 2 AND 4.</p> <p>ENVIRONMENTAL TECHNICAL ASSISTANCE IN ACCORDANCE WITH THE PROVISIONS OF RFP #7548839 AND THE STATE OF RHODE ISLAND'S GENERAL CONDITIONS OF PURCHASE. COST PROPOSAL IS ATTACHED.</p> <p>THE ISSUANCE OF THIS CONTRACT IS CONTINGENT UPON THE SUPPLIER FURNISHING CERTIFICATES OF INSURANCE AND EQUAL EMPLOYMENT OPPORTUNITY AND MINORITY BUSINESS ENTERPRISE COMPLIANCE.</p> <p>IN NO EVENT WILL ANY INDIVIDUAL WORK ORDER EXCEED \$250,000.00 WITHOUT PRIOR APPROVAL OF THE DIVISION OF PURCHASES.</p> <p>SUPPLIER CONTACT: CHRIS CANONICA (315) 431-4610 CCANONICA@EAEST.COM</p> <p>AGENCY CONTACTS: TIMOTHY FLEURY (401) 222-2797 EXT. 7147 TIM.FLEURY@DEM.RI.GOV</p> | | |
|--|--|--|--|--|

STATE PURCHASING AGENT

Nancy R. McIntyre

Nancy R. McIntyre



Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

EA ENGINEERING SCIENCE & TECH INC
 2350 POST RD
 WARWICK, RI 02886
 United States

ENVIRONMENTAL TECHNICAL ASSISTANCE (MPA-309)

Award Number
3405733

Effective Period:
01-JAN-15 - 31-DEC-16

| | | | | |
|--|--|---|--|--|
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| | | | | |

| Department | | Type of Requisition | Bid Number | Requisition Number |
|------------|------|---------------------|------------|--------------------|
| | | | N/A | |
| Line | Item | Item Description | Unit | Unit Price |

| | | | | |
|----|--|---|------|--------|
| | | PAUL KULPA (401) 222-2797 EXT. 7111 PAUL.KULPA@DEM.RI.GOV | | |
| 1 | | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1& 2 - P4 - SALARY & FRINGE BENEFITS | Hour | 167.77 |
| 2 | | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1& 2 - P3 - SALARY & FRINGE BENEFITS | Hour | 99.94 |
| 3 | | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1& 2 - P2 - SALARY & FRINGE BENEFITS | Hour | 79.82 |
| 4 | | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1& 2 - P1 - SALARY & FRINGE BENEFITS | Hour | 67.51 |
| 5 | | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1& 2 - T2 - SALARY & FRINGE BENEFITS | Hour | 55.23 |
| 6 | | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1&2 - T1 - SALARY & FRINGE BENEFITS | Hour | 51.5 |
| 7 | | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - CLASS I SITE SURVEY OF AREA UP TO 1 ACRE - \$950/SURVEY | Each | 950 |
| 8 | | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1& 2 - CLASS I SITE SURVEY OF AREA 1 TO 5 ACRES - \$1,300/SURVEY | Each | 1300 |
| 9 | | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - CLASS I SITE SURVEY OF AREA 5 TO 10 ACRES - \$2,205/SURVEY | Each | 2205 |
| 10 | | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - SITE SURVEY SERVICES - PERSONNEL RATE FOR DRAFTSMAN | Hour | 56 |

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|------------|------|---------------------|------------|--------------------|
| | | | N/A | |
| Line | Item | Item Description | Unit | Unit Price |

| | | | | |
|----|--|--|------|--------|
| 11 | | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - DRILLING EXPENSES | Each | 1 |
| 12 | | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - EQUIPMENT RATES | Each | 1 |
| 13 | | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1&2 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUPPLIES/EQUIPMENT - 6% | Each | 1 |
| 14 | | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1&2 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUBCONTRACTORS - 10% | Each | 1 |
| 15 | | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1&2 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUPPLIES/EQUIPMENT - 10% | Each | 1 |
| 16 | | MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUBCONTRACTORS - 15% | Each | 1 |
| 17 | | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - P4 - SALARY & FRINGE BENEFITS | Hour | 147.02 |
| 18 | | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - P3 - SALARY & FRINGE BENEFITS | Hour | 91 |
| 19 | | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - P2 - SALARY & FRINGE BENEFITS | Hour | 77.47 |
| 20 | | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - P1 - SALARY & FRINGE BENEFITS | Hour | 73.12 |
| 21 | | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - T2 - SALARY & FRINGE BENEFITS | Hour | 67.23 |
| 22 | | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - T1 - SALARY & FRINGE BENEFITS | Hour | 57.94 |
| 23 | | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - EQUIPMENT RATES | Each | 1 |
| 24 | | MPA-309 - 1/1/15-12/31/16 - MISCELLANEOUS SUBCONTRACTORS | Each | 1 |
| 25 | | MPA-309 - 1/1/15-12/31/16 - MISCELLANEOUS OTHER | Each | 1 |
| 26 | | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1&2 - CIVIL & GEOTECHNICAL ENGINEERING SERVICES - FIELD MONITORING | Each | 1 |
| 27 | | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1&2 - CIVIL & GEOTECHNICAL ENGINEERING SERVICES - LABORATORY TESTING | Each | 1 |
| 28 | | MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1&2 - CIVIL & GEOTECHNICAL | Each | 1 |

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|--|--|---|--|--|

| Department | | Type of Requisition | Bid Number | Requisition Number |
|------------|------|--|------------|--------------------|
| | | | N/A | |
| Line | Item | Item Description | Unit | Unit Price |
| | | ENGINEERING SERVICES - EQUIPMENT CHARGES | | |

STATE PURCHASING AGENT

Nancy R. McIntyre

Nancy R. McIntyre

Cost Proposal
Category One-
Environmental
Assessment

Environmental Technical Assistance Contract MPA # 309

Prepared for:



Rhode Island Department of
Environmental Management
Rhode Island Department of
Administration/Office of
Purchasing
One Capitol Hill
Providence, RI 02908



Prepared by:



EA Engineering, Science,
and Technology, Inc.
2374 Post Road, Suite 201
Warwick, RI 02886
401-736-3400
www.eaest.com



July 28, 2014

EA's Sustainability Commitment was applied to the production of this document which is printed on sustainable wood forest paper, copied double-sided, and bound with a non-acetate cover.

EA identifies the following categories of information and data that are subject to protection from disclosure under the Rhode Island Access to Public Records Act (APRA), G.L.1956 chapter 2 of title 38 which bars from public disclosure, "Trade secrets and commercial or financial information obtained from a person, firm, or corporation which is of a privileged or confidential nature."¹

1. Information related to or from which the identity of EA personnel might be derived, e.g., Resumes.
2. Information that discusses proprietary or trade secrets related to or from which EA's unique technical and managerial approach to performing the services might be derived.
3. Any and all information related to or from which pricing or cost information was derived.
4. Project Summaries.
5. Examples of prior work product.

EA's business is highly competitive. EA considers the above described information to be specifically excluded from disclosure under the statute sections noted above and that the information is included within the common definitions of trade secrets, and/or commercial information that is privileged and/or confidential and are otherwise proprietary to EA, the release of which is likely to cause EA substantial competitive harm and is likely to impair the government's ability to obtain this information in the future.

The identity of personnel assigned to manage and provide specific technical expertise is deemed by EA to be extremely sensitive. EA considers this information to be included within the common definitions of trade secrets, and/or commercial information that is privileged and/or confidential and are otherwise proprietary to EA, the release of which is likely to cause EA substantial competitive harm.

EA objects to the production of any material that describes the manner in which EA intends to conduct its services, except to the extent those methods might parrot the required scope of work or a particular standard operating procedure or practice required in the contract scope of work. EA considers this information to be included within the common definitions of trade secrets, and/or commercial information that is privileged and/or confidential and are otherwise proprietary to EA, the release of which is likely to cause EA substantial competitive harm.

In addition, to the extent any pricing information is requested, EA considers its pricing structure, along with the method and presentation of its proposal information as trade secrets and are otherwise proprietary to EA. It is EA's practice to disclose such information only on an as needed basis, even in the context of working in teams with other contractors in pursuit of Government contract assignments where in many circumstances such information is provided directly to the Governmental agency and not released to other contractors. To the extent the RFP requests a total price for the assorted services required, EA does not claim the total price to be confidential in the area of public contracting, but the information and spreadsheets showing EA's costs and hourly rates by individual as well as any information concerning raw costs and mark-ups is confidential to EA.

¹ **General Laws of Rhode Island Title 38; Public Records;
Chapter 38-2, Access to Public Records; § 38-2-2 – Definitions provides:**

As used in this chapter:

(4)(i) "Public record" or "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, magnetic or other tapes, electronic data processing records, computer stored data (including electronic mail messages, except specifically for any electronic mail messages of or to elected officials with or relating to those they represent and correspondence of or to elected officials in their official capacities) or other material regardless of physical form or characteristics made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. For the purposes of this chapter, **the following records shall not be deemed public** (emphasis added):

(B) **Trade secrets and commercial or financial information** obtained from a person, firm, or corporation which is of a **privileged or confidential nature** (emphasis added).

July 28, 2014

Ms. Gail Walsh
Chief Buyer
Department of Administration
Division of Purchases
One Capitol Hill
Providence, Rhode Island 02908

RE: Environmental Technical Assistance Contract – MPA 309
Rhode Island Department of Environmental Management
Category One – Environmental Assessment

Ms. Walsh:

EA Engineering, Science, and Technology, Inc. (EA) along with our subcontractors, GeoLogic-Eearth Exploration, Inc., National Land Surveyors-Developers, Inc., Paul B. Aldinger & Associates, Inc. and New England Geotech, LLC is pleased to respond to the Environmental Technical Assistance (MPA #309) Request for Proposals. We fully understand your goal of having high quality and cost effective technical support contractors available to the Rhode Island Department of Environmental Management (RIDEM).

This section of our proposal describes our response to Category One- Environmental Assessment. The EA Team is fully capable of satisfying all requirements of this category. As you review this submittal, you will see that the EA Team more than satisfies the minimum requirements of the RFP. We have been providing the services required including site investigations, targeted brownfield investigations, Phase I environmental site assessments, landfill monitoring, site assessments, permit reviews, and permit implementation and oversight for over 14 years in Rhode Island. As a previous holder of an Environmental Technical Assistance contract with the RIDEM since 2007 EA can easily perform all work assignments with no learning curve.

EA's regional office in Warwick, RI will lead this program, being well-versed in the site assessment and cleanup process followed under the RIDEM Remediation Regulations, and having conducted these services at numerous locations across the state. EA has experience with the assessment of commercial, municipal, and industrial sites across the State of Rhode Island. All of these projects have been successful at meeting the client's goals while successfully navigating through the applicable regulations and providing outstanding quality products. EA has also worked on successful Brownfields projects throughout the state performing site assessments and investigations.

As a national environmental consulting firm, EA can bring the resources of more than 400 people from 23 offices nationwide. In business since 1973, we are consistently ranked among the country's "Top Environmental Firms" by leading trade publications such as the *Engineering News Record* and the *Environmental Business Journal*. As you review the submission for Category One, please consider the following advantages that EA can bring to RIDEM:

- Established Relationship with the RIDEM – current TAC contract holder
- Local Presence – office located in Warwick
- Depth and Breadth of Experience- National experience to solve complex problems and solutions
- Strong Assessment, Site Characterization and Regulatory experience – more than 14 years experience working for state, municipal, private and federal clients throughout Rhode Island.



Our proposal has been formatted to meet the requirements as stated in the RFP – to address requirements as stated in Section 4 (page 23-25 of the RFP) and to meet the requirement of submittal of SF330. Specifically, Section 4 requirements can be found in the following Sections:

- Section A - Cover Letter
- Section B – See Section H and Section F of SF330 form
- Section C – See Section E of SF330 form
- Section D – Submitted under separate cover
- Attachment A – Presented as Attachment A
- Attachment B – Submitted under separate cover

EA is looking forward to working with you on this important project. After reviewing the enclosed materials, or if you have questions or would like additional information, please do not hesitate to contact me (Sam Whitin) at 401-736-3440, ext. 207

Sincerely,

EA Engineering, Science, and
Technology, Inc.

Samuel Whitin
Program Manager

Ron Mack, P.E.
Senior Engineer



EA Engineering, Science, and Technology, Inc.

**CATEGORY ONE: ENVIRONMENTAL ASSESSMENT & REVIEW
 YEARS 1 & 2**

**ATTACHMENT B
 Costs**

a) Personnel Rate Schedule:

| <u>Classification</u> | <u>Billing Rate (dollars (\$) per hour)</u> |
|-----------------------|---|
| P4 | 167.77 |
| P3 | 99.94 |
| P2 | 79.82 |
| P1 | 67.51 |
| T2 | 55.23 |
| T1 | 51.50 |

b) Civil and Geotechnical Engineering Services

EA will utilize Paul B. Aldinger & Associates for civil and geotechnical engineering services, as needed.

Field Monitoring

| Staff Category | Hourly Charge-Out Rate |
|------------------------|-------------------------------|
| Chief Engineer | \$170.00 |
| Senior Engineer | \$110.00 |
| Staff Engineer | \$95.00 |
| Engineering Technician | \$95.00 |
| Secretarial | \$45.00 |

Laboratory Testing Rates

| Laboratory Tests | Hourly Charge-Out Rate |
|-----------------------------------|-------------------------------|
| Concrete Cylinder Testing | \$24/each |
| Sieve Analysis Organic Content | \$65/each |
| Atterberg Limit Test | \$65/each |
| Combined Sieve/Hydrometer | \$110.00 |
| Proctor Density Test | \$165/ea |

Equipment Charges

| Equipment | Unit Charge |
|-----------------------|--|
| Troxler Density Gauge | \$100/day \$300/week |
| Seismograph | \$125/day \$400/week \$725/month |
| Transducer/Barologger | T = \$40/day \$150/week B = \$125/week |
| Inclinometer | \$300/week |



EA Engineering, Science, and Technology, Inc.

**CATEGORY ONE: ENVIRONMENTAL ASSESSMENT & REVIEW
 YEARS 1 & 2**

c) Site Survey services:

EA will utilize National Land Surveyors-Developers, Inc. for these services.

| | |
|---------------------------------------|----------------|
| Class I Survey of Area up to 1 acre: | \$ 950/survey |
| Class I Survey of Area 1 to 5 acres: | \$1,300/survey |
| Class I Survey of Area 5 to 10 acres: | \$2,205/survey |
| Personnel Rate for Draftsman: | \$56.00/hour |

d) Cost proposal for Tank Testing services:

Not Applicable.

e) Drilling Services

EA will utilize both GeoLogic Earth Exploration, Inc and Redox-Tech, Inc. to perform all drilling services.

Rates provided are for overburden and bedrock monitoring well construction, including subsequent development, on a per foot basis for. All monitoring wells will be constructed in accordance with the specifications provided in Appendix 1 of the RIDEM Rules and Regulations for Groundwater Quality, and ASTM standards.

Drilling rate schedules are provided below:

GeoLogic Earth Exploration Drilling Expenses

| DESCRIPTION | MAKE/MODEL | UNIT MEASURE | UNIT COST |
|---------------------------------|---------------|---------------|---------------------------|
| Mobilization/ Demobilization | | Lump Sum | \$594 |
| Standard HSA | B57G | LF & Day Rate | \$41.58/LF \$2,079/day |
| Large HSA | CME 750-2 | LF & Day Rate | \$45.90/LF \$2,079/day |
| All Terrain HSA | Bombardier | LF & Day Rate | \$41.85/LF \$2,079/day |
| HSA Rock Coring | B57G | LF | \$23.76/LF |
| HSA Down Hole Air Hammer | B57G | LF & Day Rate | N/A - LF \$2,430 /day |
| Dedicated Air Rotary | B57G | LF & Day Rate | N/A - LF \$2,565/day |
| Direct Push | Geoprobe 6620 | LF & Day Rate | \$25.65/LF \$1,782/day |
| Well Development | | Hourly | \$264.60 |



EA Engineering, Science, and Technology, Inc.

**CATEGORY ONE: ENVIRONMENTAL ASSESSMENT & REVIEW
 YEARS 1 & 2**

| DESCRIPTION | MAKE/MODEL | UNIT MEASURE | UNIT COST |
|---|---------------|--------------|------------|
| Decontamination | | Hourly | \$264.60 |
| Standby/Overtime | | Hourly | \$264.60 |
| 2" PVC well Installation HSA | B57D | LF | \$14.85/LF |
| 2" PVC well Installation Direct Push | Geoprobe 6620 | LF | \$10.53 |
| Direct Push Microwell Installation | Geoprobe 6620 | LF | \$13.77 |
| Packer Testing | | Day Rate | \$2,079.00 |

Notes:

1. Daily rate for drill rig & crew includes all soil drilling, standard penetration tests, and 2" OD split spoon samples, rollerbitting in obstructions, etc. Standard day equals 8 hours on site.
2. Items for 2" PVC well installation include all labor and materials for completion of the well, including 2" PVC riser, filter sand, bentonite or grout, road box or protective casing, cement or concrete pad, etc.

Redox-Tech Drilling Expenses

| DESCRIPTION | MAKE/MODEL | UNIT MEASURE | UNIT COST |
|---------------------------------------|----------------------------------|---------------|-------------------------|
| Mobilization/ Demobilization | Geoprobe 6600 / Geoprobe 7822 | Day Rate | \$125/day |
| Direct Push | Geoprobe 6600 / Geoprobe 7822 | LF & Day Rate | \$125/LF \$1,150/day |
| Standby/Overtime | | Hourly | \$125/hr |
| 2" PVC well Installation | | LF | \$10.50 |
| Direct Push Microwell Installation | | LF | \$8.50 |
| Packer Testing | | Day Rate | \$2,079.00 |

Notes:

1. Daily rate for drill rig & crew includes all soil drilling, standard penetration tests, and 2"OD split spoon samples, roller bitting in obstructions, etc. Standard day equals 8 hours on site.
2. Items for 2" PVC well installation include all labor and materials for completion of the well, including 2" PVC riser filter sand, bentonite or grout, road box or protective casing, cement or concrete pad, etc.

f) Equipment Inventories

EA maintains a full-inventory of EA-owned equipment, as well as preferred vendor relationships with equipment rental companies.



EA Engineering, Science, and Technology, Inc.

**CATEGORY ONE: ENVIRONMENTAL ASSESSMENT & REVIEW
 YEARS 1 & 2**

EQUIPMENT RATES

| DESCRIPTION | MAKE/MODEL | DAILY RATE |
|--|--|---|
| PID | MiniRae 3000 | \$79.57 |
| FID | Photovac FID | \$72.00 |
| WATER TABLE PROBE (IP) | Solinst 122 (oil/water) | \$47.74 |
| PERISTALTIC PUMP | GeoTech Model II | \$37.13 |
| GRUNDFOS REDI-FLO | Grundfos Redi-flo | \$80.00 |
| XRF | Innov-X Alpha 4000 | \$500.00 |
| FIELD GC | Photovac Voyage | \$325.00 |
| METAL DETECTOR | Schonstedt 72CD | \$24.00 |
| EXPLOSIMETER | REA Systems QA Plus | \$40.00 |
| FIELD TPH ANALYZER | Petroflag (Dexsil) | \$32/day + \$175 for 10 samples |
| IMMINOASSAY FIELD SCREEN TPH, PCB PER TEST | PCB Rapid (A00134) TPH Rapid (A00162) | Accessories \$198/day PCB - \$1,425/100 samples TPH - \$754/100 samples |
| VACCUUM PUMP | SKC Universal | \$22.00 |
| DO METER | YSI 550A | \$25.31 |
| WATER QUALITY METER(S) | YSI Professional Plus Quatro | \$132.61 |
| BLADDER PUMP | QED SamplePro + cont. | \$108.00 |
| COMBUSTIBLE GAS INSTRUMENT | Landtec GEM 2000 | \$80.00 |

EA maintains a full inventory of field sampling equipment such as boats, etc.

SUBCONTRACTOR AND EQUIPMENT MARKUP

Project specific markups can be changed for project specific bidding. With the exception of EA labor, prices presented in Attachment B are presented at cost, and the mark-up listed below has not yet been applied to the rate.

PERCENTAGE MARKUP:

PRIME CONTRACTOR: SUPPLIES/EQUIPMENT (%): 6

PRIME CONTRACTOR: SUBCONTRACTORS (%): 10

TOTAL COMBINED FOR CONTRACTORS AND SUBCONTRACTORS:
 SUPPLIEES/EQUIPMENT (%): 10

TOTAL COMBINED FOR CONTRACTORS AND SUBCONTRACTORS:
 SUBCONTRACTORS (%): 15

Cost Proposal
Category Two-
Environmental
Remediation and
Review

Environmental Technical Assistance Contract- MPA #309

Prepared for:



Rhode Island Department of
Environmental Management
Rhode Island Department of
Administration/Office of
Purchasing
One Capitol Hill
Providence, RI 02908



Prepared by:



EA Engineering, Science,
and Technology, Inc.
2374 Post Road, Suite 201
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401-736-3400
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July 28, 2014

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Chapter 38-2, Access to Public Records; § 38-2-2 – Definitions provides:**

As used in this chapter:

(4)(i) "Public record" or "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, magnetic or other tapes, electronic data processing records, computer stored data (including electronic mail messages, except specifically for any electronic mail messages of or to elected officials with or relating to those they represent and correspondence of or to elected officials in their official capacities) or other material regardless of physical form or characteristics made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. For the purposes of this chapter, **the following records shall not be deemed public** (emphasis added):

(B) **Trade secrets and commercial or financial information** obtained from a person, firm, or corporation which is of a **privileged or confidential nature** (emphasis added).



July 28, 2014

Ms. Gail Walsh
Chief Buyer
Department of Administration
Division of Purchases
One Capitol Hill
Providence, Rhode Island 02908

RE: Environmental Technical Assistance Contract – MPA 309
Rhode Island Department of Environmental Management
Category Two – Environmental Remediation and Review

Ms. Walsh:

EA Engineering, Science, and Technology, Inc. (EA) along with our subcontractors, GeoLogic-Eearth Exploration, Inc., National Land Surveyors-Developers, Inc., Paul B. Aldinger & Associates, Inc. and New England Geotech, LLC is pleased to respond to the Environmental Technical Assistance (MPA #309) Request for Proposals. We fully understand your goal of having high quality and cost effective technical support contractors available to the Rhode Island Department of Environmental Management (RIDEM).

This section of our proposal describes our response to Category Two- Environmental Remediation and review. The EA Team is fully capable of satisfying all requirements of this category. As you review this submittal, you will see that the EA Team more than satisfies the minimum requirements of the RFP. We have been providing the services required including groundwater and soil remediation, completion of Remedial Action Work Plans, Landfill Closure Plans, Remedial Design and Pilot Studies under the RIDEM Remediation Regulations and CERCLA, as well as permit reviews, implementation, and oversight for over 12 years in Rhode Island. As a previous holder of an Environmental Technical Assistance contract with the RIDEM since 2007, EA can easily perform all work assignments with no learning curve.

EA's regional office in Warwick, RI will lead this program, being well-versed in the site assessment and cleanup process followed under the RIDEM Remediation Regulations, and having conducted these services at numerous locations across the state. EA has experience with the remediation of commercial, municipal, and industrial sites across the State of Rhode Island using a variety of techniques. All of these projects have been successful at meeting the client's goals while successfully navigating through the applicable regulations and providing outstanding quality products. EA has also worked on successful Brownfields remediation projects throughout the state.

As a national environmental consulting firm, EA can bring the resources of more than 400 people from 23 offices nationwide. In business since 1973, we are consistently ranked among the country's "Top Environmental Firms" by leading trade publications such as the *Engineering News Record* and the *Environmental Business Journal*. As you review the submission for Category One, please consider the following advantages that EA can bring to RIDEM:

- Established Relationship with the RIDEM – current TAC contract holder
- Local Presence – office located in Warwick
- Depth and Breadth of Experience- National experience to solve complex problems and solutions



- Strong Assessment, Site Characterization and Regulatory experience – more than 14 years experience working for state, municipal, private and federal clients throughout Rhode Island.

Our proposal has been formatted to meet the requirements as stated in the RFP – to address requirements as stated in Section 4 (page 23-25 of the RFP) and to meet the requirement of submittal of SF330. Specifically, Section 4 requirements can be found in the following Sections:

- Section A - Cover Letter
- Section B – See Section H and Section F of SF330 form
- Section C – See Section E of SF330 form
- Section D – Submitted under separate cover
- Attachment A – Presented as Attachment A
- Attachment B – Submitted under separate cover

EA is looking forward to working with you on this important project. After reviewing the enclosed materials, or if you have questions or would like additional information, please do not hesitate to contact me (Sam Whitin) at 401-736-3440, ext. 207.

Sincerely,

EA Engineering, Science, and
Technology, Inc.

Samuel Whitin
Program Manager

Ron Mack, P.E.
Senior Engineer



EA Engineering, Science, and Technology, Inc.

**CATEGORY TWO: ENVIRONMENTAL ASSESSMENT & REVIEW
 YEARS 1 & 2**

**ATTACHMENT B
 Costs**

a) Personnel Rate Schedule:

| <u>Classification</u> | <u>Billing Rate (dollars (\$) per hour)</u> |
|-----------------------|---|
| P4 | 167.77 |
| P3 | 99.94 |
| P2 | 79.82 |
| P1 | 67.51 |
| T2 | 55.23 |
| T1 | 51.50 |

b) Civil and Geotechnical Engineering Services

EA will utilize Paul B. Aldinger & Associates for civil and geotechnical engineering services, as needed.

Field Monitoring

| Staff Category | Hourly Charge-Out Rate |
|------------------------|-------------------------------|
| Chief Engineer | \$170.00 |
| Senior Engineer | \$110.00 |
| Staff Engineer | \$95.00 |
| Engineering Technician | \$95.00 |
| Secretarial | \$45.00 |

Laboratory Testing Rates

| Laboratory Tests | Hourly Charge-Out Rate |
|-----------------------------------|-------------------------------|
| Concrete Cylinder Testing | \$24/each |
| Sieve Analysis Organic Content | \$65/each |
| Atterberg Limit Test | \$65/each |
| Combined Sieve/Hydrometer | \$110.00 |
| Proctor Density Test | \$165/ea |

Equipment Charges

| Equipment | Unit Charge |
|-----------------------|--|
| Troxler Density Gauge | \$100/day \$300/week |
| Seismograph | \$125/day \$400/week \$725/month |
| Transducer/Barologger | T = \$40/day \$150/week B = \$125/week |
| Inclinometer | \$300/week |



EA Engineering, Science, and Technology, Inc.

**CATEGORY TWO: ENVIRONMENTAL ASSESSMENT & REVIEW
 YEARS 1 & 2**

c) Site Survey services:

EA will utilize National Land Surveyors-Developers, Inc. for these services.

| | |
|---------------------------------------|----------------|
| Class I Survey of Area up to 1 acre: | \$ 950/survey |
| Class I Survey of Area 1 to 5 acres: | \$1,300/survey |
| Class I Survey of Area 5 to 10 acres: | \$2,205/survey |
| Personnel Rate for Draftsman: | \$56.00/hour |

d) Cost proposal for Tank Testing services:

Not Applicable.

e) Drilling Services

EA will utilize both GeoLogic Earth Exploration, Inc and Redox-Tech, Inc to perform all drilling services.

Rates provided are for overburden and bedrock monitoring well construction, including subsequent development, on a per foot basis for. All monitoring wells will be constructed in accordance with the specifications provided in Appendix 1 of the RIDEM Rules and Regulations for Groundwater Quality, and ASTM standards.

Drilling rate schedules are provided below:

GeoLogic Earth Exploration Drilling Expenses

| DESCRIPTION | MAKE/MODEL | UNIT MEASURE | UNIT COST |
|---------------------------------|---------------|---------------|---------------------------|
| Mobilization/ Demobilization | | Lump Sum | \$594 |
| Standard HSA | B57G | LF & Day Rate | \$41.58/LF \$2,079/day |
| Large HSA | CME 750-2 | LF & Day Rate | \$45.90/LF \$2,079/day |
| All Terrain HSA | Bombardier | LF & Day Rate | \$41.85/LF \$2,079/day |
| HSA Rock Coring | B57G | LF | \$23.76/LF |
| HSA Down Hole Air Hammer | B57G | LF & Day Rate | N/A - LF \$2,430 /day |
| Dedicated Air Rotary | B57G | LF & Day Rate | N/A - LF \$2,565/day |
| Direct Push | Geoprobe 6620 | LF & Day Rate | \$25.65/LF \$1,782/day |
| Well Development | | Hourly | \$264.60 |



EA Engineering, Science, and Technology, Inc.

**CATEGORY TWO: ENVIRONMENTAL ASSESSMENT & REVIEW
 YEARS 1 & 2**

| DESCRIPTION | MAKE/MODEL | UNIT MEASURE | UNIT COST |
|---|---------------|--------------|------------|
| Decontamination | | Hourly | \$264.60 |
| Standby/Overtime | | Hourly | \$264.60 |
| 2" PVC well Installation HSA | B57D | LF | \$14.85/LF |
| 2" PVC well Installation Direct Push | Geoprobe 6620 | LF | \$10.53 |
| Direct Push Microwell Installation | Geoprobe 6620 | LF | \$13.77 |
| Packer Testing | | Day Rate | \$2,079.00 |

Notes:

1. Daily rate for drill rig & crew includes all soil drilling, standard penetration tests, and 2" OD split spoon samples, rollerbitting in obstructions, etc. Standard day equals 8 hours on site.
2. Items for 2" PVC well installation include all labor and materials for completion of the well, including 2" PVC riser, filter sand, bentonite or grout, road box or protective casing, cement or concrete pad, etc.

Redox-Tech Drilling Expenses

| DESCRIPTION | MAKE/MODEL | UNIT MEASURE | UNIT COST |
|---------------------------------------|----------------------------------|---------------|-------------------------|
| Mobilization/ Demobilization | Geoprobe 6600 / Geoprobe 7822 | Day Rate | \$125/day |
| Direct Push | Geoprobe 6600 / Geoprobe 7822 | LF & Day Rate | \$125/LF \$1,150/day |
| Standby/Overtime | | Hourly | \$125/hr |
| 2" PVC well Installation | | LF | \$10.50 |
| Direct Push Microwell Installation | | LF | \$8.50 |
| Packer Testing | | Day Rate | \$2,079.00 |

Notes:

1. Daily rate for drill rig & crew includes all soil drilling, standard penetration tests, and 2"OD split spoon samples, roller bitting in obstructions, etc. Standard day equals 8 hours on site.
2. Items for 2" PVC well installation include all labor and materials for completion of the well, including 2" PVC riser filter sand, bentonite or grout, road box or protective casing, cement or concrete pad, etc.

f) Equipment Inventories

EA maintains a full-inventory of EA-owned equipment, as well as preferred vendor relationships with equipment rental companies.



EA Engineering, Science, and Technology, Inc.

**CATEGORY TWO: ENVIRONMENTAL ASSESSMENT & REVIEW
 YEARS 1 & 2**

EQUIPMENT RATES

| DESCRIPTION | MAKE/MODEL | DAILY RATE |
|--|--|---|
| PID | MiniRae 3000 | \$79.57 |
| FID | Photovac FID | \$72.00 |
| WATER TABLE PROBE (IP) | Solinst 122 (oil/water) | \$47.74 |
| PERISTALTIC PUMP | GeoTech Model II | \$37.13 |
| GRUNDFOS REDI-FLO | Grundfos Redi-flo | \$80.00 |
| XRF | Innov-X Alpha 4000 | \$500.00 |
| FIELD GC | Photovac Voyage | \$325.00 |
| METAL DETECTOR | Schonstedt 72CD | \$24.00 |
| EXPLOSIMETER | REA Systems QA Plus | \$40.00 |
| FIELD TPH ANALYZER | Petroflag (Dexsil) | \$32/day + \$175 for 10 samples |
| IMMINOASSAY FIELD SCREEN TPH, PCB PER TEST | PCB Rapid (A00134) TPH Rapid (A00162) | Accessories \$198/day PCB - \$1,425/100 samples TPH - \$754/100 samples |
| VACCUUM PUMP | SKC Universal | \$22.00 |
| DO METER | YSI 550A | \$25.31 |
| WATER QUALITY METER(S) | YSI Professional Plus Quatro | \$132.61 |
| BLADDER PUMP | QED SamplePro + cont. | \$108.00 |
| COMBUSTIBLE GAS INSTRUMENT | Landtec GEM 2000 | \$80.00 |

EA maintains a full inventory of field sampling equipment such as boats, etc.

SUBCONTRACTOR AND EQUIPMENT MARKUP

Project specific markups can be changed for project specific bidding. With the exception of EA labor, prices presented in Attachment B are presented at cost, and the mark-up listed below has not yet been applied to the rate.

PERCENTAGE MARKUP:

PRIME CONTRACTOR: SUPPLIES/EQUIPMENT (%): 6

PRIME CONTRACTOR: SUBCONTRACTORS (%): 10

TOTAL COMBINED FOR CONTRACTORS AND SUBCONTRACTORS:
 SUPPLIEES/EQUIPMENT (%): 10

TOTAL COMBINED FOR CONTRACTORS AND SUBCONTRACTORS:
 SUBCONTRACTORS (%): 15

Cost Proposal
Category Four- Air
Pollution Program
Technical Assistance

Environmental Technical Assistance Contract MPA #309

Prepared for:



Rhode Island Department of
Environmental Management
Rhode Island Department of
Administration/Office of
Purchasing
One Capitol Hill
Providence, RI 02908



Prepared by:



EA Engineering, Science,
and Technology, Inc.
2374 Post Road, Suite 201
Warwick, RI 02886
401-736-3400
www.eaest.com



July 28, 2014

EA's Sustainability Commitment was applied to the production of this document which is printed on sustainable wood forest paper, copied double-sided, and bound with a non-acetate cover.

EA identifies the following categories of information and data that are subject to protection from disclosure under the Rhode Island Access to Public Records Act (APRA), G.L.1956 chapter 2 of title 38 which bars from public disclosure, "Trade secrets and commercial or financial information obtained from a person, firm, or corporation which is of a privileged or confidential nature."¹

1. Information related to or from which the identity of EA personnel might be derived, e.g., Resumes.
2. Information that discusses proprietary or trade secrets related to or from which EA's unique technical and managerial approach to performing the services might be derived.
3. Any and all information related to or from which pricing or cost information was derived.
4. Project Summaries.
5. Examples of prior work product.

EA's business is highly competitive. EA considers the above described information to be specifically excluded from disclosure under the statute sections noted above and that the information is included within the common definitions of trade secrets, and/or commercial information that is privileged and/or confidential and are otherwise proprietary to EA, the release of which is likely to cause EA substantial competitive harm and is likely to impair the government's ability to obtain this information in the future.

The identity of personnel assigned to manage and provide specific technical expertise is deemed by EA to be extremely sensitive. EA considers this information to be included within the common definitions of trade secrets, and/or commercial information that is privileged and/or confidential and are otherwise proprietary to EA, the release of which is likely to cause EA substantial competitive harm.

EA objects to the production of any material that describes the manner in which EA intends to conduct its services, except to the extent those methods might parrot the required scope of work or a particular standard operating procedure or practice required in the contract scope of work. EA considers this information to be included within the common definitions of trade secrets, and/or commercial information that is privileged and/or confidential and are otherwise proprietary to EA, the release of which is likely to cause EA substantial competitive harm.

In addition, to the extent any pricing information is requested, EA considers its pricing structure, along with the method and presentation of its proposal information as trade secrets and are otherwise proprietary to EA. It is EA's practice to disclose such information only on an as needed basis, even in the context of working in teams with other contractors in pursuit of Government contract assignments where in many circumstances such information is provided directly to the Governmental agency and not released to other contractors. To the extent the RFP requests a total price for the assorted services required, EA does not claim the total price to be confidential in the area of public contracting, but the information and spreadsheets showing EA's costs and hourly rates by individual as well as any information concerning raw costs and mark-ups is confidential to EA.

¹ **General Laws of Rhode Island Title 38; Public Records;
Chapter 38-2, Access to Public Records; § 38-2-2 – Definitions provides:**

As used in this chapter:

(4)(i) "Public record" or "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, magnetic or other tapes, electronic data processing records, computer stored data (including electronic mail messages, except specifically for any electronic mail messages of or to elected officials with or relating to those they represent and correspondence of or to elected officials in their official capacities) or other material regardless of physical form or characteristics made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. For the purposes of this chapter, **the following records shall not be deemed public** (emphasis added):

(B) **Trade secrets and commercial or financial information** obtained from a person, firm, or corporation which is of a **privileged or confidential nature** (emphasis added).



July 28, 2014

Ms. Gail Walsh, Chief Buyer
Department of Administration
Division of Purchases
One Capitol Hill
Providence, Rhode Island 02908

RE: Environmental Technical Assistance Contract – MPA 309
Rhode Island Department of Environmental Management
Category Four – Air Pollution Program

Ms. Walsh:

EA Engineering, Science, and Technology, Inc. (EA) is pleased to respond to the Environmental Technical Assistance (MPA #309) Request for Proposals. We fully understand your goal of having high quality and cost effective technical support contractors available to the Rhode Island Department of Environmental Management (RIDEM).

This section of our proposal describes our response to Category Four – Air Pollution Program Technical Assistance. The EA Team is fully capable of satisfying all requirements of this category. As you review this submittal, you will see that the EA Team more than satisfies the requirements of the RFP.

EA is a Top 100 Engineering News Record environmental and engineering consulting firm providing scientific, engineering, economic, analytical, and management solutions to corporate, utility, institutional, state, municipal, and federal government clients. With a 40-year history and a resume of over 100,000 projects, EA offers leading capabilities in environmental management, risk management, air quality management, water resources management, site characterization and remediation, natural resource management, solid waste management, ecotoxicology, and information technology.

As a national environmental consulting firm, EA can bring the resources of more than 450 people from 23 offices nationwide. In business since 1973, we are consistently ranked among the country's "Top Environmental Firms" by leading trade publications such as the *Engineering News Record* and the *Environmental Business Journal*. As you review the submission for Category 1, please consider the following advantages that EA can bring to RIDEM:

- Established Relationship with the RIDEM – current TAC contract holder
- Local Presence – office located in Warwick
- Depth and Breadth of Experience- National experience to solve complex problems and solutions

EA has executed nearly \$200M in environmental services—over \$10M annually associated with air quality program support to industry such as utilities, refining; state and local governments; modals i.e., airport, ports & harbors, etc.; and Federal agencies such as the Department of Defense. EA has completed over 1,000 air quality-related projects across the U.S. under a variety of contracts; examples include:

- **Massachusetts Port Authority (Massport)**—EA is supporting an on-call Master Purchase Agreement (MPA) for air quality consulting services. EA has implemented ambient air monitoring to support the requirements imposed by the Commonwealth of Massachusetts on the Certificate of the Final Environmental Impact Report (EIR) for a new aircraft taxiway constructed at Boston Logan International Airport (BOS)—New England's largest airport and the 20th busiest airport in the U.S. EA has provided a wide range of services under the MPA completing the first comprehensive air emission and greenhouse gas (GHG) baseline at the Port of Boston, Diesel Emission Reduction Act (DERA) projects, and permitting.



- **U.S. Army** – Aberdeen Proving Ground, Maryland (APG)—EA is in the third year of a 3 year BPA to provide air quality program support services to APG including Title V, emission inventory, greenhouse gas planning and reporting; and permitting.
- **Housing Authority of Baltimore City (HABC)**—This on-call environmental services contract includes lead-based paint (LBP), asbestos, indoor air quality, moisture intrusion, mold, air emissions, and permitting. The HABC is the fifth largest public housing authority in the country, and currently serves over 20,000 residents in more than 10,000 housing units. HABC's portfolio includes 28 family developments, 17 mixed population buildings, two senior buildings and scattered sites throughout the City of Baltimore.
- **U.S. Air Force (USAF)**—For over 20 years, EA has provided air quality program support to USAF bases and National Guard facilities globally, completing over 75 air emission inventories, permitting, monitoring, and related services; recent projects include air emission inventories at Kadena AFB in Okinawa, Japan, and Minot AFB in South Dakota.

Our lead Project Manager, Mr. John Kumm, P.E., BCEE, LEED-AP, CEM, serves as an appointed member of the State of Maryland's Air Quality Control Advisory Board—EA's team is on the leading edge of emerging standards such as fine particulates (PM2.5), diesel emissions, General Conformity, etc.

Our proposal has been formatted to meet the requirements as stated in the RFP – to address requirements as stated in Section 4 (page 23-25 of the RFP) and to meet the requirement of submittal of SF330. Specifically, Section 4 requirements can be found in the following Sections:

- Section A - Cover Letter
- Section B – See Section H and Section F of SF330 form
- Section C – See Section E of SF330 form
- Section D – Submitted under separate cover
- Attachment A – Presented as an Attachment A
- Attachment B – Submitted under separate cover

EA is looking forward to working with you on this important project. After reviewing the enclosed materials, or if you have questions or would like additional information, please do not hesitate to contact me at 401-287-0375.

Sincerely,

EA Engineering, Science, and
Technology, Inc.

Samuel Whitin
Program Manager

Ron Mack, P.E.
Project Manager



EA Engineering, Science, and Technology, Inc.

**CATEGORY FOUR: AIR POLLUTION PROGRAM TECHNICAL ASSISTANCE
YEARS 1 & 2**

**ATTACHMENT B
Costs**

a) Personnel Rate Schedule:

| <u>Classification</u> | <u>Billing Rate (dollars (\$) per hour)</u> |
|-----------------------|---|
| P4 | 147.02 |
| P3 | 91.00 |
| P2 | 77.47 |
| P1 | 73.12 |
| T2 | 67.23 |
| T1 | 57.94 |

b) Site Survey services:

Not Applicable to Category Four.

c) Cost proposal for Tank Testing services:

Not Applicable to Category Four.

d) Geotechnical and Construction Oversight

Not Applicable to Category Four.

e) Drilling Services

Not Applicable to Category Four.

f) Equipment Inventories

EA maintains a full-inventory of EA-owned equipment, as well as preferred vendor relationships with equipment rental companies. Additional rates for air monitoring equipment will be submitted for approval on a task order by task order basis.



EA Engineering, Science, and Technology, Inc.

**CATEGORY FOUR: AIR POLLUTION PROGRAM TECHNICAL ASSISTANCE
 YEARS 1 & 2**

EQUIPMENT RATES

| DESCRIPTION | MAKE/MODEL | DAILY RATE |
|--|--|---|
| PID | MiniRae 3000 | \$79.57 |
| FID | Photovac FID | \$72.00 |
| WATER TABLE PROBE (IP) | Solinst 122 (oil/water) | \$47.74 |
| PERISTALTIC PUMP | GeoTech Model II | \$37.13 |
| GRUNDFOS REDI-FLO | Grundfos Redi-flo | \$80.00 |
| XRF | Innov-X Alpha 4000 | \$500.00 |
| FIELD GC | Photovac Voyage | \$325.00 |
| METAL DETECTOR | Schonstedt 72CD | \$24.00 |
| EXPLOSIMETER | REA Systems QA Plus | \$40.00 |
| FIELD TPH ANALYZER | Petroflag (Dexsil) | \$32/day + \$175 for 10 samples |
| IMMINOASSAY FIELD SCREEN TPH, PCB PER TEST | PCB Rapid (A00134) TPH Rapid (A00162) | Accessories \$198/day PCB - \$1,425/100 samples TPH - \$754/100 samples |
| VACCUUM PUMP | SKC Universal | \$22.00 |
| DO METER | YSI 550A | \$25.31 |
| WATER QUALITY METER(S) | YSI Professional Plus Quatro | \$132.61 |
| BLADDER PUMP | QED SamplePro + cont. | \$108.00 |
| COMBUSTIBLE GAS INSTRUMENT | Landtec GEM 2000 | \$80.00 |

EA maintains a full inventory of field sampling equipment such as boats, etc.

SUBCONTRACTOR AND EQUIPMENT MARKUP

Project specific markups can be changed for project specific bidding. With the exception of EA labor, prices presented in Attachment B are presented at cost, and the mark-up listed below has not yet been applied to the rate.

PERCENTAGE MARKUP:

PRIME CONTRACTOR: SUPPLIES/EQUIPMENT (%): 6

PRIME CONTRACTOR: SUBCONTRACTORS (%): 10

TOTAL COMBINED FOR CONTRACTORS AND SUBCONTRACTORS:
 SUPPLIEES/EQUIPMENT (%): 16

TOTAL COMBINED FOR CONTRACTORS AND SUBCONTRACTORS:
 SUBCONTRACTORS (%): 16

CONTRACT TERMS AND CONDITIONS

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.

AUTHORIZATION AND RELEASE

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. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket 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 in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

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."

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.