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: January1, 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
3405695	Alliance Environmental Group, Inc.	Category 4
3405705	ATC Group Services	Category 3
3405727	Beta Group, Inc.	Categories 1, 2 and 3
3405733	EA Engineering, Science, and Technology, Inc.	Categories 1, 2 and 4
3405737	EnviroTrac Ltd.	Category 3
3405738	Fuss & O'Neill, Inc.	Categories 1, 2, 3 and 4
3405895	GEI Consultants Inc	Categories 1 and 2
3405899	Gordon R. Archibald, Inc.	Category 3
3405900	Gza Geoenvironmental, Inc.	Categories 1 and 2
3405901	The Louis Berger Group, Inc.	Categories 1, 2 and 3
3405696	Northeast States for Coordinated Air Use Managemen	Category 4
3406278	Pare Corporation	Category 1
3405903	Resource Control Associates, Inc.	Categories 1, 2 and 3
3405904	SAGE Environmental, Inc.	Category 3
3405905	Stearns Conrad and Schmidt Consultant Engineers, I	Category 4
3405906	Vanasse Hangen Brustlin, Inc.	Categories 1, 2, 3 and 4
3405907	Weston & Sampson Engineers, Inc.	Categories 1, 2 and 3
3405908	Woodard & Curran	Categories 1 and 2

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

VENDOR	**ENVIROTRAC LTD** **2 MERCHANT ST STE 2** **SHARON, MA 02067** **United States**

ENVIRONMENTAL TECHNICAL ASSISTANCE (MPA-309)	
Award Number	**3405737**
Revision Number	**1**
Effective Period	**01-JAN-2015 - 31-DEC-2017**
Approved PO Date	**02-DEC-2016**
Vendor Number	**29365**

SHIP TO	**MASTER PRICE AGREEMENT** **SEE BELOW** **RELEASE AGAINST, RI MPA** **United States**

Type of Requisition	**ARCH, ENG & CONSULT**
Requisition Number	
Change Order Requisition Number	
Solicitation Number	**7548839**
Freight	**Paid**
Payment Terms	**NET 30**
Buyer	**Walsh, Gail** **-**
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

CHANGE TO PO #3405737 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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To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT

Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
1	**MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - P4 - SALARY & FRINGE BENEFITS**	**Hour**	**115**
1.1	**MPA-309 - FY17-18 - CATEGORY 3 - P4 - SALARY & FRINGE BENEFITS**	**Hour**	**115**
2	**MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - P3 - SALARY & FRINGE BENEFITS**	**Hour**	**90**
2.1	**MPA-309 - FY17-18 - CATEGORY 3 - P3 - SALARY & FRINGE BENEFITS**	**Hour**	**90**
3	**MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - P2 - SALARY & FRINGE BENEFITS**	**Hour**	**80**
3.1	**MPA-309 - FY17-18 - CATEGORY 3 - P2 - SALARY & FRINGE BENEFITS**	**Hour**	**80**
4	**MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - P1 - SALARY & FRINGE BENEFITS**	**Hour**	**65**
4.1	**MPA-309 - FY17-18 - CATEGORY 3 - P1 - SALARY & FRINGE BENEFITS**	**Hour**	**65**
5	**MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - T2 - SALARY & FRINGE BENEFITS**	**Hour**	**55**
5.1	**MPA-309 - FY17-18 - CATEGORY 3 - T2 - SALARY & FRINGE BENEFITS**	**Hour**	**55**
6	**MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - T1 - SALARY & FRINGE BENEFITS**	**Hour**	**45**
6.1	**MPA-309 - FY17-18 - CATEGORY 3 - T1 - SALARY & FRINGE BENEFITS**	**Hour**	**45**
7	**MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - SECRETARIAL - SALARY & FRINGE BENEFITS**	**Hour**	**35**
7.1	**MPA-309 - FY17-18 - CATEGORY 3 - SECRETARIAL - SALARY & FRINGE BENEFITS**	**Hour**	**35**
8	**MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - CLASS I SITE SURVEY OF AREA UP TO 1 ACRE - $3,000/SURVEY**	**Each**	**3000**
8.1	**MPA-309 - FY17-18 - CATEGORY 3 - CLASS I SITE SURVEY OF AREA UP TO 1 ACRE - $3,000/SURVEY**	**Each**	**3000**
9	**MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - CLASS I SITE SURVEY OF AREA 1 TO 5 ACRES - $4,000/SURVEY**	**Each**	**4000**
9.1	**MPA-309 - FY17-18 - CATEGORY 3 - CLASS I SITE SURVEY OF AREA 1 TO 5 ACRES - $4,000/SURVEY**	**Each**	**4000**
10	**MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - CLASS I SITE SURVEY OF AREA 5 OR MORE ACRES - $4,500.00 + $1,000.00 (per acre above 5 acres)/SURVEY**	**Each**	**1**
10.1	**MPA-309 - FY17-18 - CATEGORY 3 - CLASS I SITE SURVEY OF AREA 5 OR MORE ACRES - $4,500.00 + $1,000.00 (per acre above 5 acres)/SURVEY**	**Each**	**1**
11	**MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - SITE SURVEY SERVICES - PERSONNEL RATE FOR DRAFTSMAN**	**Hour**	**66**
11.1	**MPA-309 - FY17-18 - CATEGORY 3 - SITE SURVEY SERVICES -**	**Hour**	**66**

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STATE PURCHASING AGENT

Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
	PERSONNEL RATE FOR DRAFTSMAN		
12	**MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - TANK TESTING - EZY 3 TEST (ONE LOCATION/ONE TANK) - $385/TANK**	**Each**	**385**
12.1	**MPA-309 - FY17-18 - CATEGORY 3 - TANK TESTING - EZY 3 TEST (ONE LOCATION/ONE TANK) - $385/TANK**	**Each**	**385**
13	**MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - TANK TESTING - EZY 3 TEST (ONE LOCATION/THREE TANKS) - $385/TANK**	**Each**	**385**
13.1	**MPA-309 - FY17-18 - CATEGORY 3 - TANK TESTING - EZY 3 TEST (ONE LOCATION/THREE TANKS) - $385/TANK**	**Each**	**385**
14	**MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - DRILLING EXPENSES**	**Each**	**1**
14.1	**MPA-309 - FY17-18 - CATEGORY 3 - DRILLING EXPENSES**	**Each**	**1**
15	**MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - EQUIPMENT RATES**	**Each**	**1**
15.1	**MPA-309 - FY17-18 - CATEGORY 3 - EQUIPMENT RATES**	**Each**	**1**
16	**MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUPPLIES/EQUIPMENT - 3%**	**Each**	**1**
16.1	**MPA-309 - FY17-18 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUPPLIES/EQUIPMENT - 3%**	**Each**	**1**
17	**MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUBCONTRACTORS - 5%**	**Each**	**1**
17.1	**MPA-309 - FY17-18 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUBCONTRACTORS - 5%**	**Each**	**1**
18	**MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUPPLIES/EQUIPMENT - 8%**	**Each**	**1**
18.1	**MPA-309 - FY17-18 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUPPLIES/EQUIPMENT - 8%**	**Each**	**1**
19	**MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUBCONTRACTORS - 12%**	**Each**	**1**
19.1	**MPA-309 - FY17-18 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUBCONTRACTORS - 12%**	**Each**	**1**
20	**MPA-309 - 1/1/15-12/31/16 - MISCELLANEOUS OTHER**	**Each**	**1**
20.1	**MPA-309 - FY17-18 - MISCELLANEOUS OTHER**	**Each**	**1**

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STATE PURCHASING AGENT

Nancy R. McIntyre

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....V
PURCHASE ORDER STANDARD TERMS AND CONDITIONS V
TERMS AND CONDITIONS FOR THIS PURCHASE ORDER V
MPA BID AWARD (STATEWIDE APPLICABILITY) V
INSURANCE REQUIREMENTS (ADDITIONAL) V
MULTI YEAR AWARD V
PURCHASE AGREEMENT AWARD V
AUTHORIZATION AND RELEASE VI
BLANKET PAYMENT VI
EQUAL OPPORTUNITY COMPLIANCE VI
QUARTERLY REPORTS VI
CAMPAIGN FINANCE COMPLIANCE VI
TERMS AND CONDITIONS OF PRICING AGREEMENT VI

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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DIVISION OF PURCHASES
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Website: www.purchasing.ri.gov

MASTER PRICE AGREEMENT ("MPA") #309
SOLICITATION #7548839
Effective Period: January1, 2015 – December 31, 2016
Renewal Options: Three One-Year Terms at the Sole Discretion of the State

Vendor Award and Respective Categories Awarded

Award #	Vendor Name (Alphabetic Order)	Categories Awarded
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Notice of Blanket Purchase Agreement

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

ENVIROTRAC LTD
2 MERCHANT ST STE 2
SHARON, MA 02067

United States

ENVIRONMENTAL TECHNICAL ASSISTANCE (MPA-309)

Award Number
3405737

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

SHIP TO			INVOICE
	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	**Date:** 22-DEC-14 **Buyer:** G Walsh **Shipping:** Paid **Terms:** NET 30 **Vendor #** 29365	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

Line	Item	Item Description	Unit	Unit Price
		CONTRACT TERM: 1/1/15-12/31/16 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. ENVIROTRAC LTD. IS APPROVED TO PERFORM SERVICES UNDER CATEGORY 3. 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. THE ISSUANCE OF THIS CONTRACT IS CONTINGENT UPON THE SUPPLIER FURNISHING CERTIFICATES OF INSURANCE AND EQUAL EMPLOYMENT OPPORTUNITY AND MINORITY BUSINESS ENTERPRISE COMPLIANCE. IN NO EVENT WILL ANY INDIVIDUAL WORK ORDER EXCEED $250,000.00 WITHOUT PRIOR APPROVAL OF THE DIVISION OF PURCHASES. SUPPLIER CONTACT: SEAN KENNEDY (781) 793-0074 SEANK@ENVIROTRAC.COM AGENCY CONTACTS: TIMOTHY FLEURY (401) 222-2797 EXT. 7147 TIM.FLEURY@DEM.RI.GOV		

STATE PURCHASING AGENT

Nancy R. McIntyre

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

Notice of Blanket Purchase Agreement

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

ENVIROTRAC LTD
2 MERCHANT ST STE 2
SHARON, MA 02067

United States

ENVIRONMENTAL TECHNICAL ASSISTANCE (MPA-309)

Award Number
3405737

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

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	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	**Date:** 22-DEC-14 **Buyer:** G Walsh **Shipping:** Paid **Terms:** NET 30 **Vendor #** 29365	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

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 - CATEGORY 3 - P4 - SALARY & FRINGE BENEFITS	Hour	115
2		MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - P3 - SALARY & FRINGE BENEFITS	Hour	90
3		MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - P2 - SALARY & FRINGE BENEFITS	Hour	80
4		MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - P1 - SALARY & FRINGE BENEFITS	Hour	65
5		MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - T2 - SALARY & FRINGE BENEFITS	Hour	55
6		MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - T1 - SALARY & FRINGE BENEFITS	Hour	45
7		MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - SECRETARIAL - SALARY & FRINGE BENEFITS	Hour	35
8		MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - CLASS I SITE SURVEY OF AREA UP TO 1 ACRE - $3,000/SURVEY	Each	3000
9		MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - CLASS I SITE SURVEY OF AREA 1 TO 5 ACRES - $4,000/SURVEY	Each	4000
10		MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - CLASS I SITE SURVEY OF AREA 5 OR MORE ACRES - $4,500.00 + $1,000.00 (per acre above 5 acres)/SURVEY	Each	1
11		MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - SITE SURVEY SERVICES - PERSONNEL RATE FOR DRAFTSMAN	Hour	66
12		MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - TANK TESTING - EZY 3 TEST (ONE LOCATION/ONE TANK) - $385/TANK	Each	385
13		MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - TANK TESTING - EZY 3 TEST (ONE	Each	385

STATE PURCHASING AGENT

Nancy R. McIntyre

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Notice of Blanket Purchase Agreement

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

ENVIROTRAC LTD
2 MERCHANT ST STE 2
SHARON, MA 02067

United States

ENVIRONMENTAL TECHNICAL ASSISTANCE (MPA-309)

Award Number
3405737

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

SHIP TO			INVOICE
	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	**Date:** 22-DEC-14 **Buyer:** G Walsh **Shipping:** Paid **Terms:** NET 30 **Vendor #** 29365	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

Line	Item	Item Description	Unit	Unit Price
		LOCATION/THREE TANKS) - $385/TANK		
14		MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - DRILLING EXPENSES	Each	1
15		MPA-309 - 1/1/15-12/31/16 - CATEGORY 3 - EQUIPMENT RATES	Each	1
16		MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUPPLIES/EQUIPMENT - 3%	Each	1
17		MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUBCONTRACTORS - 5%	Each	1
18		MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUPPLIES/EQUIPMENT - 8%	Each	1
19		MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUBCONTRACTORS - 12%	Each	1
20		MPA-309 - 1/1/15-12/31/16 - MISCELLANEOUS OTHER	Each	1

STATE PURCHASING AGENT

Nancy R. McIntyre

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS CONTRACT OFFER
DIVISION OF PURCHASES

ENVIRONMENTAL TECHNICAL ASSISTANCE CONTRACT – MPA #309
RFP NUMBER: 7548839

RESPONSE TO REQUEST FOR PROPOSAL

CATEGORY 3 – PETROLEUM ASSESSMENT AND REMEDIATION; UST OPERATOR TRAINING

ATTACHMENT B - COSTS

July 28, 2014

Prepared for:

State of Rhode Island and Providence Plantations
Division of Purchases
One Capitol Hill
Providence, Rhode Island 02908
Attn: Department of Administration

Prepared by:

EnviroTrac Ltd.
2 Merchant Street
Suite 2
Sharon, Massachusetts 02067
781.793.0074

A Full Service Environmental Consulting and Contracting Firm

ATTACHMENT B
COSTS

EnviroTrac is pleased to present the following **Labor** cost breakdown in accordance with the Request for Proposal:

Classification	**Billing Rate (dollars ($) per hour)**
P4	$115.00/hour
P3	$90.00/hour
P2	$80.00/hour
P1	$65.00/hour
T2	$55.00/hour
T1	$45.00/hour
Secretarial	$35.00/hour

EnviroTrac is pleased to present the following **Survey** cost breakdown in accordance with the Request for Proposal:

Description	**Billing Rate (dollars ($))**
Class I Survey of Area up to 1 acre	$3,000.00/survey
Class I Survey of Area 1 to 5 acres	$4,000.00/survey
Class I Survey of Area 5 or more acres	$4,500.00 + $1,000.00 (per acre above 5 acres)
Personnel Rate for Draftsman	$66.00/hour

EnviroTrac is pleased to present the following **Tank Testing** cost breakdown in accordance with the Request for Proposal:

Description	**Billing Rate (dollars ($))**
EZY 3 Test (one location/one tank)	$385.00/tank
EZY 3 Test (one location/three tanks)	$385.00/tank

Note: while gathering quotes from tank tightness testing subcontractors, EnviroTrac found the “Tracer Tight Tank Test” is no longer widely utilized and the EZY 3 Test above is the most recent testing procedure being conducted.

EnviroTrac is pleased to present the following **Drilling** cost breakdown in accordance with the Request for Proposal:

Description	Make/Model	Unit Measure	Unit Cost
Mobilization/Demobilization	Drill rig/support truck	Lump Sum	$550.00
Standard HSA	CME 75	Linear Foot & Day Rate	$36.60/Linear Foot
Large HSA	CME 7f	Linear Foot & Day Rate	$40.50/Linear Foot $1,650.00/Day
HSA Rock Coring	NQ HQ Core	Linear Foot	$22.00/Linear Foot
HSA Down Hole Air Hammer	3 ¾" – 4 ½"	Linear Foot & Day Rate	$30.00/Linear Foot $2,400.00/Day
Dedicated Air Rotary	D-120	Linear Foot & Day Rate	$2,400.00/Day
Direct Push	GeoProbe 6620DT	Linear Foot & Day Rate	$25.75/Linear Foot
Standby/Overtime		Hourly	$195.00/Hour
2" PVC Well Installation	0.10 slot screen	Linear Foot	$16.75/Linear Foot
Direct Push Microwell Installation	1" PVC well	Linear Foot	$10.50/Linear Foot
Packer Testing		Day Rate	$1,600.00/Day

EnviroTrac is pleased to present the following **Equipment Inventories** cost breakdown in accordance with the Request for Proposal:

Description	Make/Model	Unit Cost
PID	PID MiniRAE 3000	$100.00
FID	FID-Photovac MicroFID	$85.00
WATER TABLE PROBE (IP)	Solinst 122	$40.00
PERISTALTIC PUMP	Pump-Peri Geopump2, (DC only)	$35.00
GRUNDFOS REDI-FLO	Pump-Sub Grundfos 2"	$47.50
XRF	X-ray Analyzer	$500.00
FIELD GC	MIRAN Sapphire XL Version	$450.00
METAL DETECTOR	Magnetometer-Schonstedt GA72CD	$40.00
EXPLOSIMETER	Gas Meter –QRAE II 120V D	$100.00
FIELD TPH ANALYZER	Petro flag, PF-MTR hydrcarbsoil	$50.00
IMMUNOASSAY FIELD SCREEN TPH, PCB PER TEST	Analyzer, L2000DX	$75.00
DO METER	YSI 556	$50.00
WATER QUALITY METER(S)	YSI 556	$50.00
BLADDER PUMP	Pump-Bladder QED SampPRO 1.75	$50.00
COMBUSTIBLE GAS INSTRUMENT	Gas Meter-QRAE II 120V D	$200.00

EnviroTrac is pleased to present the following **Subcontractor and Equipment Markup** cost breakdown in accordance with the Request for Proposal:

PRIME CONTRACTOR: SUPPLIES/EQUIPMENT (%): **3%**

PRIME CONTRACTOR: SUBCONTRACTORS (%): **5%**

TOTAL COMBINED FOR CONTRACTORS AND SUBCONTRACTORS: SUPPLIES/EQUIPMENT (%): **8%**

TOTAL COMBINED FOR CONTRACTORS AND SUBCONTRACTORS: SUBCONTRACTORS (%): **12%**

CONTRACT TERMS AND CONDITIONS

Contract Terms and Conditions

Table of Contents

Terms and Conditions....III
PURCHASE ORDER STANDARD TERMS AND CONDITIONS III
TERMS AND CONDITIONS FOR THIS PURCHASE ORDER III
MPA BID AWARD (STATEWIDE APPLICABILITY) III
INSURANCE REQUIREMENTS (ADDITIONAL) III
MULTI YEAR AWARD III
PURCHASE AGREEMENT AWARD III
AUTHORIZATION AND RELEASE IV
BLANKET PAYMENT IV
EQUAL OPPORTUNITY COMPLIANCE IV
QUARTERLY REPORTS IV
CAMPAIGN FINANCE COMPLIANCE IV
TERMS AND CONDITIONS OF PRICING AGREEMENT IV

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.