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	**WOODARD & CURRAN INC** **41 HUTCHINS DR** **PORTLAND, ME 04102** **United States**

ENVIRONMENTAL TECHNICAL ASSISTANCE (MPA-309)	
Award Number	**3405908**
Revision Number	**1**
Effective Period	**01-JAN-2015 - 31-DEC-2017**
Approved PO Date	**07-DEC-2016**
Vendor Number	**23633**

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

Type of Requisition	**ARCH, ENG & CONSULT**
Requisition Number	**1402601**
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 #3405908 DATED 11/28/2016

CHANGE EFFECTIVE PERIOD:
FROM: 01/01/2015 - 12/31/2016
TO: 01/01/2015 - 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**	**145**
1.1	**MPA-309 - FY17-18 - CATEGORIES 1 & 2 - P4 - SALARY & FRINGE BENEFITS**	**Hour**	**145**
3	**MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - P3 - SALARY & FRINGE BENEFITS**	**Hour**	**115**
3.1	**MPA-309 - FY17-18 - CATEGORIES 1 & 2 - P3 - SALARY & FRINGE BENEFITS**	**Hour**	**115**
4	**MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - P2 - SALARY & FRINGE BENEFITS**	**Hour**	**95**
4.1	**MPA-309 - FY17-18 - CATEGORIES 1 & 2 - P2 - SALARY & FRINGE BENEFITS**	**Hour**	**95**
5	**MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - P1 - SALARY & FRINGE BENEFITS**	**Hour**	**77**
5.1	**MPA-309 - FY17-18 - CATEGORIES 1 & 2 - P1 - SALARY & FRINGE BENEFITS**	**Hour**	**77**
6	**MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - T2 - SALARY & FRINGE BENEFITS**	**Hour**	**63**
6.1	**MPA-309 - FY17-18 - CATEGORIES 1 & 2 - T2 - SALARY & FRINGE BENEFITS**	**Hour**	**63**
7	**MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - T1 - SALARY & FRINGE BENEFITS**	**Hour**	**52.5**
7.1	**MPA-309 - FY17-18 - CATEGORIES 1 & 2 - T1 - SALARY & FRINGE BENEFITS**	**Hour**	**52.5**
8	**MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - SECRETARIAL - SALARY & FRINGE BENEFITS**	**Hour**	**51.5**
8.1	**MPA-309 - FY17-18 - CATEGORIES 1 & 2 - SECRETARIAL - SALARY & FRINGE BENEFITS**	**Hour**	**51.5**
9	**MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - CLASS I SITE SURVEY OF AREA UP TO 1 ACRE - $3,050/SURVEY**	**Each**	**3050**
9.1	**MPA-309 - FY17-18 - CATEGORIES 1 & 2 - CLASS I SITE SURVEY OF AREA UP TO 1 ACRE - $3,050/SURVEY**	**Each**	**3050**
10	**MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - CLASS I SITE SURVEY OF AREA 1 TO 5 ACRES - $5,790/SURVEY**	**Each**	**5790**
10.1	**MPA-309 - FY17-18 - CATEGORIES 1 & 2 - CLASS I SITE SURVEY OF AREA 1 TO 5 ACRES - $5,790/SURVEY**	**Each**	**5790**
11	**MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - CLASS I SITE SURVEY OF AREA 5 TO 10 ACRES - $8,230/SURVEY**	**Each**	**8230**
11.1	**MPA-309 - FY17-18 - CATEGORIES 1 & 2 - CLASS I SITE SURVEY OF AREA 5 TO 10 ACRES - $8,230/SURVEY**	**Each**	**8230**
12	**MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - SITE SURVEY SERVICES - PERSONNEL RATE FOR DRAFTSMAN**	**Hour**	**75**
12.1	**MPA-309 - FY17-18 - CATEGORIES 1 & 2 - SITE SURVEY SERVICES - PERSONNEL RATE FOR DRAFTSMAN**	**Hour**	**75**
13	**MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - DRILLING**	**Each**	**1**

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STATE PURCHASING AGENT

Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
	EXPENSES		
13.1	**MPA-309 - FY17-18 - CATEGORIES 1 & 2 - DRILLING EXPENSES**	**Each**	**1**
14	**MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - EQUIPMENT RATES**	**Each**	**1**
14.1	**MPA-309 - FY17-18 - CATEGORIES 1 & 2 - EQUIPMENT RATES**	**Each**	**1**
15	**MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUPPLIES/EQUIPMENT - 6%**	**Each**	**1**
15.1	**MPA-309 - FY17-18 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUPPLIES/EQUIPMENT - 6%**	**Each**	**1**
16	**MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUBCONTRACTORS - 10%**	**Each**	**1**
16.1	**MPA-309 - FY17-18 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUBCONTRACTORS - 10%**	**Each**	**1**
17	**MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUPPLIES/EQUIPMENT - 10%**	**Each**	**1**
17.1	**MPA-309 - FY17-18 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUPPLIES/EQUIPMENT - 10%**	**Each**	**1**
18	**MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUBCONTRACTORS - 15%**	**Each**	**1**
18.1	**MPA-309 - FY17-18 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUBCONTRACTORS - 15%**	**Each**	**1**
19	**MPA-309 - 1/1/15-12/31/16 - MISCELLANEOUS SUBCONTRACTORS**	**Each**	**1**
19.1	**MPA-309 - FY17-18 - MISCELLANEOUS SUBCONTRACTORS**	**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

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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.

Notice of Blanket Purchase Agreement

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

WOODARD & CURRAN INC
41 HUTCHINS DR
PORTLAND, ME 04102

United States

ENVIRONMENTAL TECHNICAL ASSISTANCE (MPA-309)

Award Number
3405908

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

SHIP TO			INVOICE
	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	**Date:** 27-DEC-14 **Buyer:** G Walsh **Shipping:** Paid **Terms:** NET 30 **Vendor #** 23633	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. WOODARD & CURRAN IS APPROVED TO PERFORM SERVICES UNDER CATEGORIES 1 AND 2. 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: ERIC AXELROD (401) 273-1007 EXT. 2058 EAXELROD@WOODARDCURRAN.COM AGENCY CONTACTS: TIMOTHY FLEURY (401) 222-2797 EXT. 7147 TIM.FLEURY@DEM.RI.GOV		

STATE PURCHASING AGENT

Nancy R. McIntyre

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PROVIDENCE RI 02908

WOODARD & CURRAN INC
41 HUTCHINS DR
PORTLAND, ME 04102

United States

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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	145
3		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - P3 - SALARY & FRINGE BENEFITS	Hour	115
4		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - P2 - SALARY & FRINGE BENEFITS	Hour	95
5		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - P1 - SALARY & FRINGE BENEFITS	Hour	77
6		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - T2 - SALARY & FRINGE BENEFITS	Hour	63
7		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - T1 - SALARY & FRINGE BENEFITS	Hour	52.5
8		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - SECRETARIAL - SALARY & FRINGE BENEFITS	Hour	51.5
9		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - CLASS I SITE SURVEY OF AREA UP TO 1 ACRE - $3,050/SURVEY	Each	3050
10		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - CLASS I SITE SURVEY OF AREA 1 TO 5 ACRES - $5,790/SURVEY	Each	5790
11		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - CLASS I SITE SURVEY OF AREA 5 TO 10 ACRES - $8,230/SURVEY	Each	8230

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Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

Line	Item	Item Description	Unit	Unit Price
12		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - SITE SURVEY SERVICES - PERSONNEL RATE FOR DRAFTSMAN	Hour	75
13		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - DRILLING EXPENSES	Each	1
14		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1 & 2 - EQUIPMENT RATES	Each	1
15		MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUPPLIES/EQUIPMENT - 6%	Each	1
16		MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUBCONTRACTORS - 10%	Each	1
17		MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUPPLIES/EQUIPMENT - 10%	Each	1
18		MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUBCONTRACTORS - 15%	Each	1
19		MPA-309 - 1/1/15-12/31/16 - MISCELLANEOUS SUBCONTRACTORS	Each	1
20		MPA-309 - 1/1/15-12/31/16 - MISCELLANEOUS OTHER	Each	1

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Engineering Consulting Services

COST PROPOSAL

Technical Assistance
MPA #309
Category 1 - Environmental Assessment & Review

RFP#7548839

Rhode Island Department of Environmental Management (RIDEM)

July 28, 2014

COPY

COMMITMENT & INTEGRITY
DRIVE RESULTS

95 Cedar Street | Suite 100
Providence, Rhode Island 02903
www.woodardcurran.com

T 800.985.7897
T 401.273.1007
F 401.273.5087

July 28, 2014

Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908
Attention: Ms. Gail Walsh, Chief Buyer

Re: RFP #7548839 – Environmental Technical Assistance Contract – MPA# 309
Category 1 – Environmental Assessment & Review

Dear Ms. Walsh:

Woodard & Curran is pleased to submit this cost proposal in response to RFP #7548839 – **Category 1 – Environmental Assessment & Review.** Our technical proposal has been submitted under separate cover. We are also submitting a cost proposal for Category 2 – Environmental Remediation & Review which can be found under separate cover.

We acknowledge and accept the terms and conditions of your RFP, and tender this offer, as described in our proposal.

Sincerely,

WOODARD & CURRAN INC.

Shannon Daigle, PE
Vice President

SHANNON L. DAIGLE
No. 7797
REGISTERED
PROFESSIONAL ENGINEER
ENVIRONMENTAL

Peter Nangeroni, PE, LSP
Senior Vice President

ATTACHMENT B
Costs

Personnel rates should be outlined in the following format and can be broken down into sub-categories within Category 1, 2, 3 and 4 of Section 3:

Respondents' cost proposals will be compared by evaluating the rate schedules provided as set forth in the RFP.

Personnel Rate schedule for each of the sub-categories listed in Section 2 shall be listed in the following format:

a)

Classification	Billing	Rate (dollars ($) per hour)
P4		$145.00 /hour
P3		$115.00 /hour
P2		$ 95.00 /hour
P1		$ 77.00 /hour
T2		$ 63.00 /hour
T1		$ 52.50 /hour
Secretarial		$ 51.50 /hour

b) Respondents shall provide a cost proposal for Site Survey services in the following format:

Class I Survey of Area up to 1 acre:	$ 3,050.00 /survey
Class I Survey of Area 1 to 5 acres:	$ 5,790.00 /survey
Class I Survey of Area 5 ~~or more~~ to 10 acres:	$ 8,230.00 /survey
Personnel Rate for Draftsman:	$ 75.00 /hour

c) Respondents shall provide a cost proposal for Tank Testing services in the following format:

Heath Petro-Tite Test; one location/l tank:	$ N/A /tank
Heath Petro-Tite Test; one location/3 tanks:	$ N/A /tank
Tracer Tight Tank Test; one location/l tank:	$ N/A /tank
Tracer Tight Tank Test; one location/3 tanks:	$ N/A /tank

e) Drilling Services

For companies responding to Category 1, 2, 3 and 4 drilling services, rates should be calculated on a daily and/or weekly basis for each type of drill rig (including SVE/AS/microwells/direct push), including the crew required, mobilization, demobilization and decontamination. Daily rates shall be based on eight (8) hours of drilling. Rates should also be provided separately for overburden and bedrock monitoring well construction, including subsequent development, on a per foot basis for. As outlined earlier, all monitoring wells shall 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 shall be presented in the following format:

DRILLING EXPENSES

DESCRIPTION	MAKE/MODEL	UNIT MEASURE	UNIT COST
Mobilization/ Demobilization	HSA Geoprobe	Lump Sum	$594.00 $125.00
Standard HSA	CME 75	LF & Day Rate	$1,674.00
Large HSA	B57 S	LF & Day Rate	$1,782.00
HSA Rock Coring	CME 75	LF	$23.76
HSA Down Hole Air Hammer	CME 75	LF & Day Rate	$2,430.00
Dedicated Air Rotary	CME 75	LF & Day Rate	$2,430.00
Direct Push	Geoprobe 6620	LF & Day Rate	$1,150.00
Standby/Overtime		Hourly	$195.00
2" PVC well Installation	HSA Geoprobe	LF	$14.85 $10.50
Direct Push Microwell Installation	Geoprobe 6620	LF	$8.50
Packer Testing		Day Rate	$1,664.00

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.

f) Equipment Inventories

Categories 1, 2, and 3 4 will require an equipment inventory and rate schedule in the required format for cost proposals.

It is the contractor's responsibility to operate, maintain, and secure equipment. Costs for all such activities shall be incorporated into the rate schedule. RIDEM will not pay separately billed costs beyond the approved rate schedules.

Equipment inventories and rate schedules shall be presented in the following format:

EQUIPMENT RATES

DESCRIPTION	MAKE /MODEL	DAILY RATE
PID	Thermo 580B or Mini-Rae 2000	$48.75
FID	Photovac Micro FID	$58.50
WATER TABLE PROBE (IP)	Solinst Water Level/IP	$32.50
PERISTALTIC PUMP	Geotech Model II	$16.25

GRUNDFOS REDI-FLO	Grundfos w/variable speed	$65.00
XRF	Innov X	$475.00
FIELD GC	Photovac Voyager	$211.25
METAL DETECTOR	Schonstedt 72cd	$19.50
EXPLOSIMETER	IS LTX 310 M40	$32.50
FIELD TPH ANALYZER	Dexil Petro Flag - Analyser Only	$26.00
IMMINOASSAY FIELD SCREEN TPH, PCB PER TEST		$175.00
DO METER	YSI - 55 or Equivalent	$16.25
WATER QUALITY METER(S)	YSI 600 LS or Equivalent	$81.25
BLADDER PUMP	QED Sample Pro	$32.50
COMBUSTIBLE GAS INSTRUMENT	LTX 310 M40	$32.50

SUBCONTRACTOR AND EQUIPMENT MARKUP

Percentage markup of supplies, equipment and subcontractors is allowed pursuant to Section 2 of this RFP. Respondents shall indicate a fixed percentage for supplies and equipment markup, which will be evaluated as part of comparing costs when reviewing proposals. Project specific markups can be changed for project specific bidding.

PERCENTAGE MARKUP:

PRIME CONTRACTOR: SUPPLIES/EQUIPMENT (%): 6%

PRIME CONTRACTOR: SUBCONTRACTORS (%): 10%

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

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

Engineering Consulting Services

COST PROPOSAL

Technical Assistance
MPA #309
Category 2 - Environmental Remediation & Review

RFP #7548839

Rhode Island Department of Environmental Management (RIDEM)

July 28, 2014

COPY

COMMITMENT & INTEGRITY
DRIVE RESULTS

95 Cedar Street | Suite 100
Providence, Rhode Island 02903
www.woodardcurran.com

T 800.985.7897
T 401.273.1007
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July 28, 2014

Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908
Attention: Ms. Gail Walsh, Chief Buyer

Re: RFP #7548839 – Environmental Technical Assistance Contract – MPA# 309
Category 2 – Environmental Remediation & Review

Dear Ms. Walsh:

Woodard & Curran is pleased to submit this cost proposal in response to RFP #7548839 – **Category 2 – Environmental Remediation & Review.** Our technical proposal has been submitted under separate cover. We are also submitting a cost proposal for Category 1 – Environmental Assessment & Review which can be found under separate cover.

We acknowledge and accept the terms and conditions of your RFP, and tender this offer, as described in our proposal.

Sincerely,

WOODARD & CURRAN INC.

Shannon Daigle, PE
Vice President

SHANNON L. DAIGLE
No. 7797
REGISTERED
PROFESSIONAL ENGINEER
ENVIRONMENTAL

Peter Nangeroni, PE, LSP
Senior Vice President

ATTACHMENT B
Costs

Personnel rates should be outlined in the following format and can be broken down into sub-categories within Category 1, 2, 3 and 4 of Section 3:

Respondents' cost proposals will be compared by evaluating the rate schedules provided as set forth in the RFP.

Personnel Rate schedule for each of the sub-categories listed in Section 2 shall be listed in the following format:

a)

Classification	Billing	Rate (dollars ($) per hour)
P4		$145.00 /hour
P3		$115.00 /hour
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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.
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TOTAL COMBINED FOR CONTRACTORS AND SUBCONTRACTORS: SUPPLIES/EQUIPMENT (%): 10%

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

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.