

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	ATC GROUP SERVICES LLC 333 WASHINGTON HWY SMITHFIELD, RI 02917 United States
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ENVIRONMENTAL TECHNICAL ASSISTANCE (MPA-309)	
Award Number	3461093
Revision Number	0
Effective Period	01-APR-2016 - 31-DEC-2016
Vendor Number	2242-iSupplier

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	ARCH, ENG & CONSULT
Requisition Number	
Solicitation Number	7548839
Freight	Paid
Payment Terms	NET 30
Buyer	- Walsh, Gail

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.

PO 3405705 IS CANCELED
MPA-309

VENDOR CHANGE:

FROM: ATC GROUP SERVICES INC.
TO: ATC GROUP SERVICES LLC

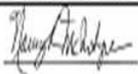
PO 3461093 IS ISSUED TO ATC GROUP SERVICES LLC FOR THE REMAINDER OF THE CONTRACT

Line	Description	Unit	Unit Price (USD)
1	MPA-309 FY16-17 CATEGORY 3 - P4 - SALARY & FRINGE	Hour	115

INVOICE TO

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

STATE PURCHASING AGENT

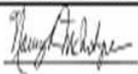

 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
	BENEFITS		
2	MPA-309 FY16-17 CATEGORY 3 - P3 - SALARY & FRINGE BENEFITS	Hour	105
3	MPA-309 FY16-17 CATEGORY 3 - P2 - SALARY & FRINGE BENEFITS	Hour	85
4	MPA-309 FY16-17 CATEGORY 3 - P1 - SALARY & FRINGE BENEFITS	Hour	75
5	MPA-309 FY16-17 CATEGORY 3 - T2 - SALARY & FRINGE BENEFITS	Hour	65
6	MPA-309 FY16-17 CATEGORY 3 - T1 - SALARY & FRINGE BENEFITS	Hour	60
7	MPA-309 FY16-17 CATEGORY 3 - SECRETARIAL - SALARY & FRINGE BENEFITS	Hour	50
8	MPA-309 FY16-17 CATEGORY 3 - CLASS I SITE SURVEY OF AREA UP TO 1 ACRE - \$1,900/SURVEY	Each	1900
9	MPA-309 FY16-17 CATEGORY 3 - CLASS I SITE SURVEY OF AREA 1 TO 5 ACRES - \$4,900/SURVEY	Each	4900
10	MPA-309 FY16-17 CATEGORY 3 - CLASS I SITE SURVEY OF AREA 5 TO 10 ACRES - \$1,640/DAY	Day	1640
11	MPA-309 FY16-17 CATEGORY 3 - SITE SURVEY SERVICES - PERSONNEL RATE FOR DRAFTSMAN	Hour	98
12	MPA-309 FY16-17 CATEGORY 3 - TANK TESTING - HEATH PETRO-TITE TEST; ONE LOCATION/1 TANK - \$765/TANK	Each	765
13	MPA-309 FY16-17 CATEGORY 3 - TANK TESTING - HEATH PETRO-TITE TEST; ONE LOCATION/3 TANKS - \$1,635/TANK	Each	1635
14	MPA-309 FY16-17 CATEGORY 3 - TANK TESTING - TRACER TIGHT TANK TEST; ONE LOCATION/1 TANK - \$765/TANK	Each	765
15	MPA-309 FY16-17 CATEGORY 3 - TANK TESTING - TRACER TIGHT TANK TEST; ONE LOCATION/3 TANKS - \$1,635/TANK	Each	1635
16	MPA-309 FY16-17 CATEGORY 3 - DRILLING EXPENSES	Each	1
17	MPA-309 FY16-17 CATEGORY 3 - EQUIPMENT RATES	Each	1
18	MPA-309 FY16-17 PERCENTAGE MARKUP - PRIME CONTRACTOR: SUPPLIES/EQUIPMENT - 5%	Each	1
19	MPA-309 FY16-17 PERCENTAGE MARKUP - PRIME CONTRACTOR: SUBCONTRACTORS - 9%	Each	1
20	MPA-309 FY16-17 PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUPPLIES/EQUIPMENT - 9%	Each	1
21	MPA-309 FY16-17 PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUBCONTRACTORS - 14%	Each	1
22	MPA-309 FY16-17 MISCELLANEOUS OTHER	Each	1
23	MPA-309 FY16-17 MISCELLANEOUS SUBCONTRACTORS	Each	1

INVOICE TO

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

STATE PURCHASING AGENT



Nancy R. McIntyre

Cost Proposal
#7578839: Environmental Technical Assistance Contract
to the

State of Rhode Island



Department of Environmental Management



Master Price Agreement MPA #309
Technical Assistance Contract Services

Service Offering: Category Three (3)

Submitted by



Cardno ATC
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Smithfield, RI 02917
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Shaping the Future

July 25, 2014

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

Subject: Cost Proposal – Attachment B
RFP# 7548839A2
ENVIRONMENTAL TECHNICAL ASSISTANCE CONTRACT - MPA #309
Category Three – Petroleum Assessment and Remediation; UST Operator Training

Dear Ms. Walsh:

Enclosed please find the Attachment B Costs for the referenced RFP. If you have any questions, please contact the undersigned at (401)232-3353.

Sincerely,

A blue ink handwritten signature, appearing to read "David J. Gavin", is written over a horizontal line.

David J. Gavin
Branch Manager
for Cardno ATC
Direct Line +1 401 232 3353 ext. 114
Email: david.gavin@cardno.com

Enc: Attachment B Costs

File: S:\Common\FIRM\QUOTES\MPA 309\MPA 309 - 2014\Submittal Items\Attachement B Items\Cover Letter - Attachement B.docxCover Letter - Attachement B

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		\$ <u>115</u> /hour
P3		\$ <u>105</u> /hour
P2		\$ <u>85</u> /hour
P1		\$ <u>75</u> /hour
T2		\$ <u>65</u> /hour
T1		\$ <u>60</u> /hour
Secretarial		\$ <u>50</u> /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:	\$ <u>1,900</u> /survey
Class I Survey of Area 1 to 5 acres:	\$ <u>4,900</u> /survey
Class I Survey of Area 5 or more acres:	\$ <u>1,640</u> /survey day
Personnel Rate for Draftsman:	\$ <u>98</u> /hour

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

Heath Petro-Tite Test; one location/1 tank:	\$ <u>765</u> /tank
Heath Petro-Tite Test; one location/3 tanks:	\$ <u>1,635</u> /tank
Tracer Tight Tank Test; one location/1 tank:	\$ <u>765</u> /tank
Tracer Tight Tank Test; one location/3 tanks:	\$ <u>1,635</u> /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		Lump Sum	\$650
Standard HSA	CME-75	LF & Day Rate	\$33 / \$1,530
Large HSA	CME-75	LF & Day Rate	\$38 / \$1,740
HSA Rock Coring	NQ or HQ	LF	\$44
HSA Down Hole Air Hammer	3.75" or 4.75"	LF & Day Rate	\$43
Dedicated Air Rotary	N/A	LF & Day Rate	N/A
Direct Push	Geoprobe 6620 DT	LF & Day Rate	\$22 / \$1,580.00
Standby/Overtime		Hourly	\$382
2" PVC well Installation		LF	\$18
Direct Push Microwell Installation	0.75" or 1"	LF	\$16
Packer Testing	CME / Packer	Day Rate	\$1,960

Notes:

- 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.
- 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	\$75
FID	OVA 128	\$100
WATER TABLE PROBE (IP)	Multiple Solonist and ORS	\$35
PERISTALTIC PUMP	As Required	\$50

GRUNDFOS REDI-FLO	Redi-Flo II	\$100
XRF	As Required	\$545
FIELD GC	As Required	\$327
METAL DETECTOR	Multiple, Magnetic and Inductive	\$25
EXPLOSIMETER	Multiple, MSA and Biosystems	\$25
FIELD TPH ANALYZER	Petroflag	\$50
IMMINOASSAY FIELD SCREEN TPH, PCB PER TEST	Petroflag	\$30
DO METER	Multiple Units	\$22
WATER QUALITY METER(S)	Multiple Units	\$22
BLADDER PUMP	As Required	\$65
COMBUSTIBLE GAS INSTRUMENT	MSA	\$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 (%): 5%

PRIME CONTRACTOR: SUBCONTRACTORS (%): 9%

TOTAL COMBINED FOR CONTRACTORS AND SUBCONTRACTORS: SUPPLIES/EQUIPMENT (%): 9%

TOTAL COMBINED FOR CONTRACTORS AND SUBCONTRACTORS: SUBCONTRACTORS (%): 14%

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....IV
PURCHASE ORDER STANDARD TERMS AND CONDITIONSIV
TERMS AND CONDITIONS FOR THIS PURCHASE ORDERIV
MPA BID AWARD (STATEWIDE APPLICABILITY)IV
INSURANCE REQUIREMENTS (ADDITIONAL)IV
MULTI YEAR AWARDIV
PURCHASE AGREEMENT AWARDIV
AUTHORIZATION AND RELEASEV
BLANKET PAYMENTV
EQUAL OPPORTUNITY COMPLIANCEV
QUARTERLY REPORTSV
TERMS AND CONDITIONS OF PRICING AGREEMENTV
CAMPAIGN FINANCE COMPLIANCEVI

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.

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.

CAMPAIGN FINANCE COMPLIANCE

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

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

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

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

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

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