



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

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

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

Vendor Award and Respective Categories Awarded

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

Notice of Blanket Purchase Agreement



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

V E N D O R	FUSS & ONEILL INC 317 IRON HORSE WAY STE 204 PROVIDENCE, RI 02908 United States
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ENVIRONMENTAL TECHNICAL ASSISTANCE (MPA-309)	
Award Number	3405738
Revision Number	1
Effective Period	01-JAN-2015 - 31-DEC-2017
Approved PO Date	02-DEC-2016
Vendor Number	667-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	1403686
Change Order Requisition Number	
Solicitation Number	7548839
Freight	Paid
Payment Terms	NET 30
Buyer	Walsh, Gail -
Requester Name	Alardi, Diane L
Work Telephone	401-222-6825 x4907

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 #3405738 DATED 11/28/2016

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

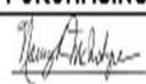
EXERCISING THE FIRST OF THREE ONE-YEAR RENEWAL OPTIONS.

Line	Description	Unit	Unit Price (USD)

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

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

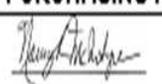
STATE PURCHASING AGENT
 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
1	MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - P4 - SALARY & FRINGE BENEFITS	Hour	150
1.1	MPA-309 - FY17-18 - CATEGORIES 1-4 - P4 - SALARY & FRINGE BENEFITS	Hour	150
2	MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - P3 - SALARY & FRINGE BENEFITS	Hour	125
2.1	MPA-309 - FY17-18 - CATEGORIES 1-4 - P3 - SALARY & FRINGE BENEFITS	Hour	125
3	MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - P2 - SALARY & FRINGE BENEFITS	Hour	90
3.1	MPA-309 - FY17-18 - CATEGORIES 1-4 - P2 - SALARY & FRINGE BENEFITS	Hour	90
4	MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - P1 - SALARY & FRINGE BENEFITS	Hour	80
4.1	MPA-309 - FY17-18 - CATEGORIES 1-4 - P1 - SALARY & FRINGE BENEFITS	Hour	80
5	MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - T2 - SALARY & FRINGE BENEFITS	Hour	60
5.1	MPA-309 - FY17-18 - CATEGORIES 1-4 - T2 - SALARY & FRINGE BENEFITS	Hour	60
6	MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - T1 - SALARY & FRINGE BENEFITS	Hour	50
6.1	MPA-309 - FY17-18 - CATEGORIES 1-4 - T1 - SALARY & FRINGE BENEFITS	Hour	50
7	MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - SECRETARIAL - SALARY & FRINGE BENEFITS	Hour	60
7.1	MPA-309 - FY17-18 - CATEGORIES 1-4 - SECRETARIAL - SALARY & FRINGE BENEFITS	Hour	60
8	MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - CLASS I BOUNDARY SURVEY OF AREA UP TO 1 ACRE - \$950/SURVEY	Each	950
8.1	MPA-309 - FY17-18 - CATEGORIES 1-4 - CLASS I BOUNDARY SURVEY OF AREA UP TO 1 ACRE - \$950/SURVEY	Each	950
9	MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - CLASS I BOUNDARY SURVEY OF AREA 1 TO 5 ACRES - \$1,300/SURVEY	Each	1300
9.1	MPA-309 - FY17-18 - CATEGORIES 1-4 - CLASS I BOUNDARY SURVEY OF AREA 1 TO 5 ACRES - \$1,300/SURVEY	Each	1300
10	MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - CLASS I BOUNDARY SURVEY OF AREA 5 OR MORE ACRES - \$900/DAY	Day	900
10.1	MPA-309 - FY17-18 - CATEGORIES 1-4 - CLASS I BOUNDARY SURVEY OF AREA 5 OR MORE ACRES - \$900/DAY	Day	900
11	MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - SITE SURVEY SERVICES - PERSONNEL RATE FOR DRAFTSMAN	Hour	56
11.1	MPA-309 - FY17-18 - CATEGORIES 1-4 - SITE SURVEY SERVICES - PERSONNEL RATE FOR DRAFTSMAN	Hour	56
12	MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - TANK TESTING -	Each	700

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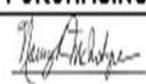
STATE PURCHASING AGENT

 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
	HEATH PETRO-TITE TEST; ONE LOCATION/1 TANK - \$700/TANK		
12.1	MPA-309 - FY17-18 - CATEGORIES 1-4 - TANK TESTING - HEATH PETRO-TITE TEST; ONE LOCATION/1 TANK - \$700/TANK	Each	700
13	MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - TANK TESTING - HEATH PETRO-TITE TEST; ONE LOCATION/3 TANKS - \$500/TANK	Each	500
13.1	MPA-309 - FY17-18 - CATEGORIES 1-4 - TANK TESTING - HEATH PETRO-TITE TEST; ONE LOCATION/3 TANKS - \$500/TANK	Each	500
14	MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - TANK TESTING - TRACER TIGHT TANK TEST; ONE LOCATION/1 TANK - \$700/TANK	Each	700
14.1	MPA-309 - FY17-18 - CATEGORIES 1-4 - TANK TESTING - TRACER TIGHT TANK TEST; ONE LOCATION/1 TANK - \$700/TANK	Each	700
15	MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - TANK TESTING - TRACER TIGHT TANK TEST; ONE LOCATION/3 TANKS - \$500/TANK	Each	500
15.1	MPA-309 - FY17-18 - CATEGORIES 1-4 - TANK TESTING - TRACER TIGHT TANK TEST; ONE LOCATION/3 TANKS - \$500/TANK	Each	500
20	MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - DRILLING EXPENSES	Each	1
20.1	MPA-309 - FY17-18 - CATEGORIES 1-4 - DRILLING EXPENSES	Each	1
21	MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - EQUIPMENT RATES	Each	1
21.1	MPA-309 - FY17-18 - CATEGORIES 1-4 - EQUIPMENT RATES	Each	1
22	MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUPPLIES/EQUIPMENT - 5%	Each	1
22.1	MPA-309 - FY17-18 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUPPLIES/EQUIPMENT - 5%	Each	1
23	MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUBCONTRACTORS - 9%	Each	1
23.1	MPA-309 - FY17-18 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUBCONTRACTORS - 9%	Each	1
24	MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUPPLIES/EQUIPMENT - 9%	Each	1
24.1	MPA-309 - FY17-18 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUPPLIES/EQUIPMENT - 9%	Each	1
25	MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUBCONTRACTORS - 14%	Each	1
25.1	MPA-309 - FY17-18 - PERCENTAGE MARKUP - TOTAL	Each	1

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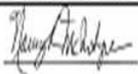
STATE PURCHASING AGENT

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Line	Description	Unit	Unit Price (USD)
COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUBCONTRACTORS - 14%			
51	MPA-309 - 1/1/15-12/31/16 - MISCELLANEOUS SUBCONTRACTORS	Each	1
51.1	MPA-309 - FY17-18 - MISCELLANEOUS SUBCONTRACTORS	Each	1
53	MPA-309 - 1/1/15-12/31/16 - MISCELLANEOUS OTHER	Each	1
53.1	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.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
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One Capitol Hill
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Website: www.purchasing.ri.gov

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SOLICITATION #7548839
Effective Period: January 1, 2015 – December 31, 2016
Renewal Options: Three One-Year Terms at the Sole Discretion of the State

Vendor Award and Respective Categories Awarded

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<u>3405908</u>	Woodard & Curran	<u>Categories 1 and 2</u>



Notice of Blanket Purchase Agreement

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

FUSS & ONEILL INC
 317 IRON HORSE WAY
 STE 204
 PROVIDENCE, RI 02908
 United States

ENVIRONMENTAL TECHNICAL ASSISTANCE (MPA-309)

Award Number
3405738

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

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 22-DEC-14 Buyer: G Walsh Shipping: Paid Terms: NET 30 Vendor # 667	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

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

	<p>CONTRACT TERM: 1/1/15-12/31/16</p> <p>WITH AN OPTION TO RENEW FOR THREE ADDITIONAL ONE-YEAR TERMS. CONTRACT MAY BE TERMINATED BY THE STATE FOR ANY REASON ON THE ANNIVERSARY DATE WITH THIRTY DAYS' WRITTEN NOTICE.</p> <p>FUSS & O'NEILL, INC. IS APPROVED TO PERFORM SERVICES UNDER CATEGORIES 1, 2, 3 AND 4.</p> <p>ENVIRONMENTAL TECHNICAL ASSISTANCE IN ACCORDANCE WITH THE PROVISIONS OF RFP #7548839 AND THE STATE OF RHODE ISLAND'S GENERAL CONDITIONS OF PURCHASE. COST PROPOSAL IS ATTACHED.</p> <p>THE ISSUANCE OF THIS CONTRACT IS CONTINGENT UPON THE SUPPLIER FURNISHING CERTIFICATES OF INSURANCE AND EQUAL EMPLOYMENT OPPORTUNITY AND MINORITY BUSINESS ENTERPRISE COMPLIANCE.</p> <p>IN NO EVENT WILL ANY INDIVIDUAL WORK ORDER EXCEED \$250,000.00 WITHOUT PRIOR APPROVAL OF THE DIVISION OF PURCHASES.</p> <p>SUPPLIER CONTACT: DEAN AUDET (401) 861-3070 DAUDET@FANDO.COM</p> <p>AGENCY CONTACTS: TIMOTHY FLEURY (401) 222-2797 EXT. 7147 TIM.FLEURY@DEM.RI.GOV</p>		
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STATE PURCHASING AGENT

Nancy R. McIntyre

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

FUSS & ONEILL INC
 317 IRON HORSE WAY
 STE 204
 PROVIDENCE, RI 02908
 United States

ENVIRONMENTAL TECHNICAL ASSISTANCE (MPA-309)

Award Number
3405738

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

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 22-DEC-14 Buyer: G Walsh Shipping: Paid Terms: NET 30 Vendor # 667	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department		Type of Requisition	Bid Number	Requisition Number
			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 1-4 - P4 - SALARY & FRINGE BENEFITS	Hour	150
2		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - P3 - SALARY & FRINGE BENEFITS	Hour	125
3		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - P2 - SALARY & FRINGE BENEFITS	Hour	90
4		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - P1 - SALARY & FRINGE BENEFITS	Hour	80
5		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - T2 - SALARY & FRINGE BENEFITS	Hour	60
6		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - T1 - SALARY & FRINGE BENEFITS	Hour	50
7		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - SECRETARIAL - SALARY & FRINGE BENEFITS	Hour	60
8		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - CLASS I BOUNDARY SURVEY OF AREA UP TO 1 ACRE - \$950/SURVEY	Each	950
9		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - CLASS I BOUNDARY SURVEY OF AREA 1 TO 5 ACRES - \$1,300/SURVEY	Each	1300
10		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - CLASS I BOUNDARY SURVEY OF AREA 5 OR MORE ACRES - \$900/DAY	Day	900

STATE PURCHASING AGENT

Nancy R. McIntyre

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

FUSS & ONEILL INC
 317 IRON HORSE WAY
 STE 204
 PROVIDENCE, RI 02908
 United States

ENVIRONMENTAL TECHNICAL ASSISTANCE (MPA-309)

Award Number
3405738

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

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 22-DEC-14 Buyer: G Walsh Shipping: Paid Terms: NET 30 Vendor # 667	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

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

11		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - SITE SURVEY SERVICES - PERSONNEL RATE FOR DRAFTSMAN	Hour	56
12		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - TANK TESTING - HEATH PETRO-TITE TEST; ONE LOCATION/1 TANK - \$700/TANK	Each	700
13		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - TANK TESTING - HEATH PETRO-TITE TEST; ONE LOCATION/3 TANKS - \$500/TANK	Each	500
14		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - TANK TESTING - TRACER TIGHT TANK TEST; ONE LOCATION/1 TANK - \$700/TANK	Each	700
15		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - TANK TESTING - TRACER TIGHT TANK TEST; ONE LOCATION/3 TANKS - \$500/TANK	Each	500
20		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - DRILLING EXPENSES	Each	1
21		MPA-309 - 1/1/15-12/31/16 - CATEGORIES 1-4 - EQUIPMENT RATES	Each	1
22		MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUPPLIES/EQUIPMENT - 5%	Each	1
23		MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - PRIME CONTRACTOR: SUBCONTRACTORS - 9%	Each	1
24		MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUPPLIES/EQUIPMENT - 9%	Each	1
25		MPA-309 - 1/1/15-12/31/16 - PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUBCONTRACTORS - 14%	Each	1
51		MPA-309 - 1/1/15-12/31/16 - MISCELLANEOUS SUBCONTRACTORS	Each	1
53		MPA-309 - 1/1/15-12/31/16 - MISCELLANEOUS OTHER	Each	1

STATE PURCHASING AGENT

Nancy R. McIntyre

Nancy R. McIntyre



FUSS & O'NEILL
CELEBRATING 90 YEARS

July 28, 2014

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

RE: Fuss & O'Neill, Inc. Pricing Schedules
Category One – Environmental Assessment
RFP # 7548839 – Environmental Technical Assistance (MPA #309)

Dear Ms. Walsh:

Fuss & O'Neill, Inc. is pleased to submit our proposal to provide consulting services to assist the Rhode Island Department of Environmental Management (RIDEM) in implementing environmental projects.

As specified in the RFP, we are submitting our Fee and Pricing Schedule in a separate, sealed envelope from the Proposal and qualifications submittal. The Fee and Pricing Schedule included herein are firm and fixed for the initial 24 month contract period.

Our fees and pricing schedules have been developed in accordance with the scope of services and terms and conditions specified in RFP #7548839, Environmental Technical Assistance (MPA #309). We are confident your selection of Fuss & O'Neill, Inc. will ensure the continued success of the TAC program. Thank you for your consideration.

Sincerely,

Brian E. Kortz, CPG, CNU-A
Project Manager

John A. Chambers, PG, LSP
Senior Vice President

Enclosure: Attachment B – Costs

317 Iron Horse Way
Suite 204
Providence, RI
02908
t 401.861.3070
800.286.2469
f 401.861.3076

www.fando.com

Connecticut
Massachusetts
Rhode Island
South Carolina

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>150</u> /hour
P3	\$ <u>125</u> /hour
P2	\$ <u>90</u> /hour
P1	\$ <u>80</u> /hour
T2	\$ <u>60</u> /hour
T1	\$ <u>50</u> /hour
Secretarial	\$ <u>60</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>950</u> /survey*
Class I Survey of Area 1 to 5 acres:	\$ <u>1,300</u> /survey*
Class I Survey of Area 5 or more acres:	\$ <u>900</u> /day*
Personnel Rate for Draftsman:	\$ <u>56</u> /hour*

Notes:

*Subcontractor markup will be applied to costs in this section

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

Heath Petro-Tite Test; one location/1 tank:	\$ <u>700</u> /tank*
Heath Petro-Tite Test; one location/3 tanks:	\$ <u>500</u> /tank*
Tracer Tight Tank Test; one location/1 tank:	\$ <u>700</u> /tank*
Tracer Tight Tank Test; one location/3 tanks:	\$ <u>500</u> /tank*

Notes:

*Subcontractor markup will be applied to costs in this section

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	WBE UNIT COST*	F&O UNIT COST
Mobilization/ Demobilization	HSA & Direct Push	Lump Sum	\$550/day (HSA) \$400/day (Direct Push)	\$400/day (Direct Push)
Standard HSA	CME 75 (or equivalent)	LF & Day Rate	\$34.50/LF \$1,600/day	NA
Large HSA	CME 75 (or equivalent)	LF & Day Rate	\$38.50/LF \$1,650/day	NA
HSA Rock Coring	CME 75 (or equivalent)	LF	\$22/LF	NA
HSA Down Hole Air Hammer	CME 75 (or equivalent)	LF & Day Rate	NA/LF \$2,400/day	NA
Dedicated Air Rotary	Ing-Rand TW3 (or equivalent)	LF & Day Rate	NA/LF \$2,400/day	NA
Direct Push	Geoprobe 6620DT (or equivalent)	LF & Day Rate	\$23.75/LF \$1,400/day	NA/LF \$1,400/day
Standby/Overtime	NA	Hourly	\$195/hour	\$135/hour
2" PVC well Installation	NA	LF	\$13.75/LF (HSA) \$9.75/LF (Direct Push)	\$11/LF (Direct Push) ^x NA (HSA)
Direct Push Microwell Installation	NA	LF	\$8.75/LF	\$8.75/LF ^x
Packer Testing	NA	Day Rate	\$1,550/day	NA
Locking Stand Pipe	NA	Lump Sum	NA	\$55/well

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.

* Subcontractor markup will be applied to all items in this column.

^x Price includes well completion with a flush-mounted curb box.

NA Not Applicable

f) Equipment Inventories

Categories 1, 2, 3 and 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	MiniRAE (or equivalent)	\$75
FID	TEC/580B (or equivalent)	\$75
WATER TABLE PROBE (IP)	Solinst/121 (or equivalent)	\$15
PERSIATLTIC PUMP	Geopump/Series 11 (or equivalent)	\$20
GRUNDFOUS REDI-FLO	TEC/580B (or equivalent)	Rental Cost + 5%
XRF	TEC/580B (or equivalent)	\$125
FIELD GC	Solinst/121 (or equivalent)	Rental Cost + 5%
METAL DETECTOR	Geopump/Series 11 (or equivalent)	\$25
EXPLOSIMETER	TEC/580B (or equivalent)	Rental Cost + 5%
FIELD TPH ANALYZER	TEC/580B (or equivalent)	\$25/sample
IMMINOASSAY FIELD SCREEN TPH, PCB PER TEST	Solinst/121 (or equivalent)	\$25/sample
DO METER	YSI/550A (or equivalent)	\$15
WATER QUALITY METER(S)	YSI/600 (or equivalent)	\$85
BLADDER PUMP	Marschalk/Aquarius II (or equivalent)	\$25
COMBUSTIBLE GAS INSTRUMENT	Bascom-Turner/Gas Sentry 201 (or equivalent)	\$20
Additional Equipment Listed Below:		
AIR SAMPLING PUMPS	As Available	\$15
DATA LOGGER/PRESSURE TRANSDUCER	In-Situ/MiniTROLLS (or equivalent)	Rental Cost + 5%
CONCRETE CORING MACHINE	As Available	\$250
GENERATOR	As Available	\$50
HAMMER DRILL	As Available	\$50
HAND AUGER	As Available	\$25
INTERFACE PROBE	As Available	\$25
LOW FLOW CONTROLLER	As Available	\$50
MULTI-GAS METER	LANDTEC/GEM 2000 (or equivalent)	\$125
SOIL GAS SAMPLING EQUIPMENT	Custom Made	\$100
TURBIDITY METER	LaMotte (or equivalent)	\$15
GROUNDWATER SAMPLING FILTERS	As Available	\$20
VOC CORE SAMPLERS	Terra-Core (or equivalent)	\$2/sample
5-FOOT SOIL SAMPLING SLEEVES	Geoprobe Systems (or equivalent)	\$7/sleeve
2-FOOT SOIL SAMPLING SLEEVES	Geoprobe Systems (or equivalent)	\$4/sleeve
GROUNDWATER SAMPLING TUBING	As Available	\$0.65/foot
SUB-METER GPS	Garmin (or equivalent)	\$250
TEDLAR BAGS	As Available	\$20/bag
DISPOSABLE BAILERS	As Available	\$5/bailer
SURVEY LEVEL	Nikon/AC-2s (or equivalent)	\$20
55-GALLON DRUM	As Available	Cost + 5%/drum
TYVEK SUIT	As Available	\$35/suit

DESCRIPTION	MAKE /MODEL	DAILY RATE
Printing/Reprographics Listed Below:		
Black and White Copy/Print	As Available	\$0.065/page
Color Copy/Print	As Available	\$0.40/page
Electrostatic Copy/Print	As Available	\$0.20/Sq. Ft.
Inkjet Plotter	As Available	\$0.25/ Sq. Ft.
Inkjet Mylar	As Available	\$2.50/ Sq. Ft.
Binding Materials	As Available	At Cost

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%



FUSS & O'NEILL
CELEBRATING 90 YEARS

July 28, 2014

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

RE: Fuss & O'Neill, Inc. Pricing Schedules
Category Two – Environmental Remediation and Review
RFP # 7548839 – Environmental Technical Assistance (MPA #309)

Dear Ms. Walsh:

Fuss & O'Neill, Inc. is pleased to submit our proposal to provide consulting services to assist the Rhode Island Department of Environmental Management (RIDEM) in implementing environmental projects.

As specified in the RFP, we are submitting our Fee and Pricing Schedule in a separate, sealed envelope from the Proposal and qualifications submittal. The Fee and Pricing Schedule included herein are firm and fixed for the initial 24 month contract period.

Our fees and pricing schedules have been developed in accordance with the scope of services and terms and conditions specified in RFP #7548839, Environmental Technical Assistance (MPA #309). We are confident your selection of Fuss & O'Neill, Inc. will ensure the continued success of the TAC program. Thank you for your consideration.

Sincerely,

Brian E. Kortz, CPG, CNU-A
Project Manager

John A. Chambers, PG, LSP
Senior Vice President

Enclosure: Attachment B – Costs

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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>150</u> /hour
P3	\$ <u>125</u> /hour
P2	\$ <u>90</u> /hour
P1	\$ <u>80</u> /hour
T2	\$ <u>60</u> /hour
T1	\$ <u>50</u> /hour
Secretarial	\$ <u>60</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>950</u> /survey*
Class I Survey of Area 1 to 5 acres:	\$ <u>1,300</u> /survey*
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Personnel Rate for Draftsman:	\$ <u>56</u> /hour*

Notes:

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Tracer Tight Tank Test; one location/1 tank:	\$ <u>700</u> /tank*
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Notes:

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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.

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HSA Rock Coring	CME 75 (or equivalent)	LF	\$22/LF	NA
HSA Down Hole Air Hammer	CME 75 (or equivalent)	LF & Day Rate	NA/LF \$2,400/day	NA
Dedicated Air Rotary	Ing-Rand TW3 (or equivalent)	LF & Day Rate	NA/LF \$2,400/day	NA
Direct Push	Geoprobe 6620DT (or equivalent)	LF & Day Rate	\$23.75/LF \$1,400/day	NA/LF \$1,400/day
Standby/Overtime	NA	Hourly	\$195/hour	\$135/hour
2" PVC well Installation	NA	LF	\$13.75/LF (HSA) \$9.75/LF (Direct Push)	\$11/LF (Direct Push) ^x NA (HSA)
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Packer Testing	NA	Day Rate	\$1,550/day	NA
Locking Stand Pipe	NA	Lump Sum	NA	\$55/well

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.

* Subcontractor markup will be applied to all items in this column.

^x Price includes well completion with a flush-mounted curb box.

NA Not Applicable

f) Equipment Inventories

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

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

EQUIPMENT RATES

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METAL DETECTOR	Geopump/Series 11 (or equivalent)	\$25
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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%



FUSS & O'NEILL
CELEBRATING 90 YEARS

July 28, 2014

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

RE: Fuss & O'Neill, Inc. Pricing Schedules
Category Three – Petroleum Assessment and Remediation; UST Operator Training
RFP # 7548839 – Environmental Technical Assistance (MPA #309)

Dear Ms. Walsh:

Fuss & O'Neill, Inc. is pleased to submit our proposal to provide consulting services to assist the Rhode Island Department of Environmental Management (RIDEM) in implementing environmental projects.

As specified in the RFP, we are submitting our Fee and Pricing Schedule in a separate, sealed envelope from the Proposal and qualifications submittal. The Fee and Pricing Schedule included herein are firm and fixed for the initial 24 month contract period.

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Sincerely,

Brian E. Kortz, CPG, CNU-A
Project Manager

John A. Chambers, PG, LSP
Senior Vice President

Enclosure: Attachment B – Costs

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ATTACHMENT B
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Class I Survey of Area up to 1 acre:	\$ <u>950</u> /survey*
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Class I Survey of Area 5 or more acres:	\$ <u>900</u> /day*
Personnel Rate for Draftsman:	\$ <u>56</u> /hour*

Notes:

*Subcontractor markup will be applied to costs in this section

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

Heath Petro-Tite Test; one location/1 tank:	\$ <u>700</u> /tank*
Heath Petro-Tite Test; one location/3 tanks:	\$ <u>500</u> /tank*
Tracer Tight Tank Test; one location/1 tank:	\$ <u>700</u> /tank*
Tracer Tight Tank Test; one location/3 tanks:	\$ <u>500</u> /tank*

Notes:

*Subcontractor markup will be applied to costs in this section

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	WBE UNIT COST*	F&O UNIT COST
Mobilization/ Demobilization	HSA & Direct Push	Lump Sum	\$550/day (HSA) \$400/day (Direct Push)	\$400/day (Direct Push)
Standard HSA	CME 75 (or equivalent)	LF & Day Rate	\$34.50/LF \$1,600/day	NA
Large HSA	CME 75 (or equivalent)	LF & Day Rate	\$38.50/LF \$1,650/day	NA
HSA Rock Coring	CME 75 (or equivalent)	LF	\$22/LF	NA
HSA Down Hole Air Hammer	CME 75 (or equivalent)	LF & Day Rate	NA/LF \$2,400/day	NA
Dedicated Air Rotary	Ing-Rand TW3 (or equivalent)	LF & Day Rate	NA/LF \$2,400/day	NA
Direct Push	Geoprobe 6620DT (or equivalent)	LF & Day Rate	\$23.75/LF \$1,400/day	NA/LF \$1,400/day
Standby/Overtime	NA	Hourly	\$195/hour	\$135/hour
2" PVC well Installation	NA	LF	\$13.75/LF (HSA) \$9.75/LF (Direct Push)	\$11/LF (Direct Push) ^x NA (HSA)
Direct Push Microwell Installation	NA	LF	\$8.75/LF	\$8.75/LF ^x
Packer Testing	NA	Day Rate	\$1,550/day	NA
Locking Stand Pipe	NA	Lump Sum	NA	\$55/well

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.

* Subcontractor markup will be applied to all items in this column.

^x Price includes well completion with a flush-mounted curb box.

NA Not Applicable

f) Equipment Inventories

Categories 1, 2, 3 and 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	MiniRAE (or equivalent)	\$75
FID	TEC/580B (or equivalent)	\$75
WATER TABLE PROBE (IP)	Solinst/121 (or equivalent)	\$15
PERSIATLTIC PUMP	Geopump/Series 11 (or equivalent)	\$20
GRUNDFOUS REDI-FLO	TEC/580B (or equivalent)	Rental Cost + 5%
XRF	TEC/580B (or equivalent)	\$125
FIELD GC	Solinst/121 (or equivalent)	Rental Cost + 5%
METAL DETECTOR	Geopump/Series 11 (or equivalent)	\$25
EXPLOSIMETER	TEC/580B (or equivalent)	Rental Cost + 5%
FIELD TPH ANALYZER	TEC/580B (or equivalent)	\$25/sample
IMMINOASSAY FIELD SCREEN TPH, PCB PER TEST	Solinst/121 (or equivalent)	\$25/sample
DO METER	YSI/550A (or equivalent)	\$15
WATER QUALITY METER(S)	YSI/600 (or equivalent)	\$85
BLADDER PUMP	Marschalk/Aquarius II (or equivalent)	\$25
COMBUSTIBLE GAS INSTRUMENT	Bascom-Turner/Gas Sentry 201 (or equivalent)	\$20
Additional Equipment Listed Below:		
AIR SAMPLING PUMPS	As Available	\$15
DATA LOGGER/PRESSURE TRANSDUCER	In-Situ/MiniTROLLS (or equivalent)	Rental Cost + 5%
CONCRETE CORING MACHINE	As Available	\$250
GENERATOR	As Available	\$50
HAMMER DRILL	As Available	\$50
HAND AUGER	As Available	\$25
INTERFACE PROBE	As Available	\$25
LOW FLOW CONTROLLER	As Available	\$50
MULTI-GAS METER	LANDTEC/GEM 2000 (or equivalent)	\$125
SOIL GAS SAMPLING EQUIPMENT	Custom Made	\$100
TURBIDITY METER	LaMotte (or equivalent)	\$15
GROUNDWATER SAMPLING FILTERS	As Available	\$20
VOC CORE SAMPLERS	Terra-Core (or equivalent)	\$2/sample
5-FOOT SOIL SAMPLING SLEEVES	Geoprobe Systems (or equivalent)	\$7/sleeve
2-FOOT SOIL SAMPLING SLEEVES	Geoprobe Systems (or equivalent)	\$4/sleeve
GROUNDWATER SAMPLING TUBING	As Available	\$0.65/foot
SUB-METER GPS	Garmin (or equivalent)	\$250
TEDLAR BAGS	As Available	\$20/bag
DISPOSABLE BAILERS	As Available	\$5/bailer
SURVEY LEVEL	Nikon/AC-2s (or equivalent)	\$20
55-GALLON DRUM	As Available	Cost + 5%/drum
TYVEK SUIT	As Available	\$35/suit

DESCRIPTION	MAKE /MODEL	DAILY RATE
Printing/Reprographics Listed Below:		
Black and White Copy/Print	As Available	\$0.065/page
Color Copy/Print	As Available	\$0.40/page
Electrostatic Copy/Print	As Available	\$0.20/Sq. Ft.
Inkjet Plotter	As Available	\$0.25/ Sq. Ft.
Inkjet Mylar	As Available	\$2.50/ Sq. Ft.
Binding Materials	As Available	At Cost

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%



FUSS & O'NEILL
CELEBRATING 90 YEARS

July 28, 2014

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

RE: Fuss & O'Neill, Inc. Pricing Schedules
Category Four – Air Pollution Program Technical Assistance
RFP # 7548839 – Environmental Technical Assistance (MPA #309)

Dear Ms. Walsh:

Fuss & O'Neill, Inc. is pleased to submit our proposal to provide consulting services to assist the Rhode Island Department of Environmental Management (RIDEM) in implementing environmental projects.

As specified in the RFP, we are submitting our Fee and Pricing Schedule in a separate, sealed envelope from the Proposal and qualifications submittal. The Fee and Pricing Schedule included herein are firm and fixed for the initial 24 month contract period.

Our fees and pricing schedules have been developed in accordance with the scope of services and terms and conditions specified in RFP #7548839, Environmental Technical Assistance (MPA #309). We are confident your selection of Fuss & O'Neill, Inc. will ensure the continued success of the TAC program. Thank you for your consideration.

Sincerely,

Brian E. Kortz, CPG, CNU-A
Project Manager

John A. Chambers, PG, LSP
Senior Vice President

Enclosure: Attachment B – Costs

317 Iron Horse Way
Suite 204
Providence, RI
02908
f 401.861.3070
800.286.2469
f 401.861.3076

www.fando.com

Connecticut
Massachusetts
Rhode Island
South Carolina

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>150</u> /hour
P3	\$ <u>125</u> /hour
P2	\$ <u>90</u> /hour
P1	\$ <u>80</u> /hour
T2	\$ <u>60</u> /hour
T1	\$ <u>50</u> /hour
Secretarial	\$ <u>60</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>950</u> /survey*
Class I Survey of Area 1 to 5 acres:	\$ <u>1,300</u> /survey*
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Notes:

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Notes:

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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

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.