

City of Providence
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 248

EFFECTIVE May 26, 2014

RESOLVED, That the Members of the Providence City Council
hereby Authorize Approval of the following Contract Extension Award by the
Board of Contract and Supply, in accordance with Section 21-26 of the Code of
Ordinances.

EA Engineering & Technology
(School Department)

\$46,700.00 for the 2014-2015 school year

IN CITY COUNCIL

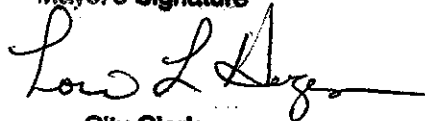
MAY 15 2014

READ AND PASSED


PRES.


CLERK
ACTING

Effective without the
Mayor's Signature



City Clerk
ACTING

MATTHEW M. CLARKIN, JR.
INTERNAL AUDITOR
25 DORRANCE STREET, ROOM #307
PROVIDENCE, RI 02903
Phone: (401) 421-7740 EXT. 577
Fax: (401) 351-1056
mclarkin@providenceri.com



City of Providence, Rhode Island
Office of the Internal Auditor

April 3, 2014

Ms. Lori Hagen
City Clerk
City of Providence
25 Dorrance Street
Providence, RI 02903

Dear Clerk Hagen:

In accordance with Section 21-26 of the City's Code of Ordinances, I am writing to request that the following requested contract awards be submitted to the City Council and the Ways & Means Committee for approval.

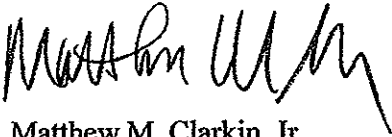
- *Water Supply Board* - Award to **Duarte Corp.** for permanent road restoration in an amount not to exceed \$650,000 per year
- *Emergency Management* - Sole source award to **W.B. Mason** for the purchase of furniture for the PEMA Training Center in an amount not to exceed \$40,000.

In accordance with Section 21-26 of the City's Code of Ordinances, I am writing to request that the following requested contract awards be submitted to the City Council and the Subcommittee on Education for approval.

- *School Department* – Contract extension to **EA Engineering Service & Technology** for air quality testing at the Alvarez High School in an amount not to exceed \$46,700 for the 2014-2015 school year.
- *School Department* – Sole source award to **CBS Therapy** to provide direct physical therapy services to students enrolled in Special Education, those receiving services through a service plan (private schools) or a 504 plan.

If you have any questions or concerns regarding any of these items, please contact me. Thank you for your consideration with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew M. Clarkin, Jr.", with a stylized, cursive script.

Matthew M. Clarkin, Jr.
Internal Auditor

Cc:

Alan Sepe, Director of Operations
Francisco Ramirez, Director of Purchasing
Joseph Spremulli – Deputy General Manager - Providence Water
Judith Petrarca, Purchasing Administrator – School Department
Peter T. Gaynor, Director of PEMA

ANGEL TAVERAS
Mayor

SUSAN F. LUSI, Ph.D.
Superintendent

Providence Schools

Providence Public School District
Purchasing Office
797 Westminster Street
Providence, RI 02903-4045
tel. 401.456.9264
fax 401.456.9292

March 20, 2014

The Honorable Angel Taveras, Chairman
Board of Contract & Supply
City Hall
Providence, RI 02903

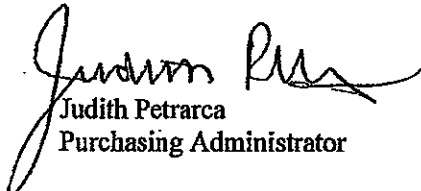
Dear Mayor Taveras:

The Providence Building Authority has been monitoring the air quality at the Alvarez High School Parcel B (the former Gorham Facility) since March, 2007 to comply with the RIDEM Amended Order of Approval. As of September, 2008, they have turned the cost over to the Providence School Department.

Given their expertise in collecting this data, the Providence School Department is requesting approval to continue to use EA Engineering Service, and Technology, Inc., 2350 Post Road, Warwick, R.I. 02886 in an amount not to exceed \$46,700.00 for the 2014-2015 school year. This reflects a 5% reduction in cost from the 2011-2012 school year and they have agreed to hold the same pricing in 2014-2015. They will collect monthly ambient, sub-slab and indoor air samples at 13 RIDEM approved locations at Alvarez High School, collect one round of annual roof top air samples at 3 RIDEM approved locations at Alvarez High School, perform monthly site inspections, field monitoring and routine maintenance, prepare and submit 4 quarterly reports and update and maintain the local public informational repository and the RIDEM electronic repository with respect to the quarterly air monitoring reports. (Please see enclosed proposal for further details.)

Funds are available in account code 10 00000-321102500 58102-Local. 

Respectfully submitted,


Judith Petrarca
Purchasing Administrator

MINORITY/WOMEN PARTICIPATION \$ 0 / 0 %

An Equal Opportunity Employer. The Providence School Department does not discriminate on the basis of race, age, sex, religion, sexual orientation, gender identity or expression, national origin, color, disability or veteran status. Vision: The Providence Public School District will be a national leader in educating urban youth. Mission: The Providence Public School District will prepare all students to succeed in the nation's college's and universities, and in their chosen professions.



EA Engineering, Science, and Technology, Inc.

Airport Professional Park
2374 Post Road, Suite 102
Warwick, Rhode Island 02886
Telephone: 401-736-3440
Fax: 401-736-3423
www.eaest.com

12 March 2014

Mr. Alan Sepe
Providence School Department
797 Westminster Street
Providence, RI 02903

*RE: Proposal for Continued Environmental Services to Comply with the
RIDEM Amended Order of Approval, Former Gorham Facility – Alvarez High School
Parcel B, 12-Month Duration (July 2014 through June 2015)
EA Proposal No. 0730783*

Dear Mr. Sepe:

EA Engineering, Science, and Technology, Inc. (EA) is submitting this contract modification to provide ongoing environmental services to assist the City of Providence (City) to comply with the Amended Orders of Approval (dated 27 February 2007, 26 July 2007, and 14 July 2009) relative to Parcel B of the former Gorham Manufacturing Facility (i.e., the Alvarez [formerly Adelaide] High School Site). The scope of work (SOW) included in this contract modification fulfills the current Rhode Island Department of Environmental Management (RIDEM) requirements during the period 1 July 2014 through 30 June 2015 (12-month period of performance). This proposal reflects even pricing from the previous year.

1. SCOPE OF WORK

EA will perform ambient, subslab, and indoor air monitoring, sampling, and related services from July 2014 through the end of June 2015 as stated below:

- Collect quarterly ambient, subslab, and indoor air samples at 15 RIDEM-approved locations for volatile organic compound (VOC) analysis via TO-15 SIM.
- Collect one round of annual roof top air samples in July 2014 at three RIDEM-approved locations for VOC analysis via TO-15 SIM.
- Perform monthly site inspections, field monitoring, and routine maintenance.



- Prepare and submit four quarterly summary reports (September 2014, December 2014, March 2015, and June 2015).
- Update and maintain the local public informational repository (Knight Memorial Library) and the RIDEM electronic repository established for this project as required with respect to quarterly air monitoring reporting.
- Perform the bi-annual calibration of the methane detection system.

Additionally, we have included the following tasks within a "Project Contingency" task:

- Provide on-call emergency services consisting of school office communications, site visits, field monitoring, City and RIDEM communications, and scheduling and coordination of additional services (e.g., additional air sampling, equipment repair) if needed in response to auto-dialer notifications from the existing Subslab Depressurization System.
- Respond to anomalous detections of VOCs within air samples to prove origin of detection (cleaning materials, compounds related to smoking, painting, etc.) and/or laboratory error. This process has been necessary several times in the past.

2. STAFFING

Frank B. Postma, LSP, LEP, PG will be EA's *Senior Project Manager* for this effort. Mr. Postma is a Licensed Site Professional in the Commonwealth of Massachusetts, with 20 years of experience as an environmental consultant. Mr. Postma spent 16 years managing emergency response operations, underground storage tank (UST) closures, site investigations and remedial actions, and miscellaneous air permit and regulatory compliance projects. His investigation experience includes multimedia environmental sampling, landfill environmental monitoring programs, and analytical data evaluation. His regulatory negotiations have supported client meetings with RIDEM, the Massachusetts Department of Environmental Protection, the Connecticut Department of Environmental Protection, the Occupational Safety and Health Administration, and the U.S. Environmental Protection Agency.

Ronald Mack, PE, will serve as EA's *Task Manager* for this effort and is a Rhode Island-certified Professional Engineer with over 8 years of diverse experience in various aspects of environmental



consulting, including Brownfields assessments, site investigation and assessment, UST closures, remedial action oversight, and reporting. Mr. Mack has managed similar projects in the past that included air sampling and analysis, interpretation of analytical results, and report preparation.

Mary Russo, Field Technician, has 5 years of experience in the environmental field as a scientist specializing in air, soil, sediment, stormwater, and groundwater sampling, as well as data interpretation, and analysis. He has experience completing soil characterization and analysis, groundwater and soil sampling, and monitoring well installation.

3. SCHEDULE

EA will continue to provide the services described herein through July 2013 with the receipt of approval for the contract modification.

4. COST

EA will complete the work described in Section 1 above on a time and materials basis with an additional upset limit of **\$46,700** to include professional labor, laboratory costs, travel expenses, materials, supplies, reproduction, computer time, or other items and support services directly related to this project as described in this proposal.

Project task costs are provided in the table below:

<i>Task</i>	<i>Task Cost</i>
Monthly Sampling and Inspections	\$25,760
Quarterly Status Report	11,050
Annual Sampling	1,590
Project Contingency	8,300
Total	\$46,700



For tasks not included in this proposal, please refer to the rate table provided below; these rates will be applied for any optional task work directed by the City on a time and materials basis.

<i>Title</i>	<i>Hourly Rate</i>
Project Manager/Senior Engineer	\$155
Task Manager/Engineer	89
Field Technician	70
Technical Editor/Administration Support	55

5. ACCEPTANCE

We look forward to the opportunity to work with you on this important assignment, which will be carried out in accordance with EA's Consulting Services Contract, included as Attachment A. To authorize us to proceed, please provide us with an approved purchase order at your earliest convenience

Sincerely,

EA ENGINEERING, SCIENCE,
AND TECHNOLOGY, INC.

Frank B. Postma, LSP, LEP, PG
Senior Project Manager

FPB/rgm

Attachment A

EA as used herein means EA Engineering, Science, and Technology, Inc.

Client as used herein means the other party to this contract.

WHEREAS, EA provides an extensive range of integrated and comprehensive consulting, engineering, scientific, and analytical services; and

WHEREAS, Client desires to utilize EA's services.

NOW, THEREFORE, for good and valuable consideration, EA agrees to provide the professional services described herein, and Client agrees to accept and pay for such services, all in accordance with the following terms and conditions:

1. **Definitions** The following terms shall have the meanings set forth below whenever they are used in this Agreement:
 - a) "Scope of Work" (SOW) shall mean the description of the services to be provided by EA as mutually agreed upon by EA and Client, and will be performed on either a firm fixed price (FFP) or time and materials (T&M) basis. The SOW and the Price will be set out in the attached Exhibit "A"(s) (or EA's Proposal) as described below, incorporated by reference into this Agreement.
 - b) "Documentation" shall mean deliverable documentation as described in the SOW.
 - c) "Equipment" shall mean all indoor and outdoor equipment used by EA at Client sites for the purpose of providing services as described in the SOW.
 - d) "Proprietary Information" shall mean all data, information, manuals, materials, trade secrets, patents, products, processes, plans, whether in written, graphic or oral form, and similar proprietary know-how of EA.
2. **Ordering** EA services sought by the Client shall be ordered as follows:
 - a) In response to either a written or verbal request from Client, EA will prepare a written proposal that shall minimally contain a SOW, cost and form of compensation (FFP or T&M).
 - b) Each EA Proposal shall be dated and sequentially numbered as Exhibit A1, A2, A3, etc. and reference this EA Consulting Service Agreement contract number.
 - c) If acceptable, the Client will sign and date the EA proposal acknowledging acceptance of the costs of the services to be rendered by EA.
3. **Compensation / Billing** EA's invoices will be issued at least monthly and are payable upon receipt. Invoices shall reference the appropriate EA Proposal

CONSULTING SERVICES CONTRACT

Contract # 0730783

Date: _____

Letter or Exhibit A numbers. Balances thirty (30) days past due are subject to interest at 1.5% per month. EA may suspend services under any Client Agreement until all past due accounts have been paid.

The SOW is often not fully definable prior to the execution of this Agreement as investigation may uncover additional facts and information requiring an alteration in the SOW and/or the Price for the services. For services on a time and materials basis, the proposed fees are EA's best estimate of the charges required to complete the SOW. EA will inform Client of any material changes to either the SOW or the Price that may be required and which may alter the terms of this Agreement.

Costs and schedule commitments are subject to renegotiation for unreasonable delays caused by Client's failure to provide free access to sampling areas, specified facilities, or information, or for delays caused by unpredictable occurrences, or force majeure, such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in this Agreement.

In the event EA is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse EA for its costs and compensate EA at its then standard rates for the time spent gathering information and documents. Client agrees to compensate EA at the rate of one and one-half times EA's then current hourly rates for time spent in any deposition, hearing, proceeding or trial.

For services provided on a time-and-materials basis, the minimum time segment is four (4) hours for field work and one (1) hour for office work. The rental or use of EA's Equipment will be charged to the project in accordance with EA's "Corporate Equipment Rate Billing Schedule" which is either incorporated into the rates shown in Exhibit B, or is available upon Client's request. Equipment rates are subject to annual adjustment each September. EA's labor rates for services provided on a time-and-materials basis, are fixed for one year with annual adjustment upon notice to Client.

Expenses related to the services and reimbursable by Client ("Other Direct Costs") include without limitation, travel and living expenses, phone, FAX, overnight delivery services, postage, shipping, and production costs; identifiable drafting and word processing supplies; equipment usage and rental fees; and expendable materials and supplies. Other Direct Costs are reimbursable by Client and are billed at EA's cost plus 20 percent.



CONSULTING SERVICES CONTRACT

Contract # 0730783

Date: _____

Subconsultant and/or subcontractor costs are reimbursable by Client and are billed at EA's cost plus 20%. Where applicable, any local or state taxes or fees (except state income taxes) are in addition to any quoted price/cost.

4. **Termination** This Agreement may be terminated by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Such termination is effected upon providing: (1) not less than thirty (30) calendar days written notice, and (2) an opportunity for consultation with the terminating party prior to termination. Client will be responsible for all services and direct expenses associated with the project through the effective date of cancellation, plus reasonable fee(s) and/or expenses for reallocation and demobilization of personnel and equipment.

5. **Confidential Information / Inventions** All Proprietary Information furnished by EA in connection with this Agreement, but not developed as a result of work under this Agreement or under prior agreements between Client and EA, shall be held confidential by Client, and returned to EA within thirty (30) days of the completion of the services or conclusion of the litigation wherein EA's services were provided.

All inventions, techniques, and improvements held by EA to be proprietary or trade secrets of EA prior to any use on behalf of Client, as well as all inventions, techniques, and improvements developed by EA independent of the services rendered to Client under this Agreement, remain the property of EA. Documents provided by Client will remain the Client's property, but EA may retain one confidential file copy.

6. **Standard of Care** EA will prepare all work and provide services in accordance with generally accepted professional practices ordinarily exercised by reputable companies performing the same or similar services in the same geographic area. NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

Client shall furnish documents and information reasonably within Client's control and deemed necessary by EA for proper performance of its services. EA may rely upon Client-provided documents and information in performing the services required under this Agreement and EA assumes no responsibility or liability for their accuracy.

Client agrees to advise EA, no later than upon the execution of this Agreement, of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the

site where EA's services are to be performed, that presents a potential danger to human health, the environment, or EA's equipment. Client agrees to a continuing obligation to provide EA related information as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, EA does not assume control of, or responsibility as an operator, waste generator or otherwise for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

Upon Client's request, EA's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by EA in its files shall be the official base document. The Client will retain one conformed written copy. EA makes no warranty or representation to Client that the magnetic copy is accurate or complete. Any modifications of such magnetic copy by Client shall be at Client's sole risk and without liability to EA. Such magnetic copy is subject to all conditions of this Agreement.

7. **Indemnification** Each party shall indemnify, defend and hold harmless the other party from and against all liability, loss, cost, expense, or damage caused by the indemnifying party's negligent acts or negligent omissions in the performance of this contract. However in the event of any loss, damage or liability, whether to person or to property, arising out of the sole negligence of either EA or Client, such party will assume full responsibility for any liability arising thereof and hold harmless the other party. EA and Client further agree that if either EA or Client engages in willful misconduct, such party shall assume full responsibility for any liability arising thereof irrespective of the nature and degree of the other party's negligence, and will indemnify and hold harmless the other party. In no event shall EA be liable for any special, incidental, economic, or consequential damages whatsoever, regardless of the legal theory under which such damages may be incurred. In no event will EA's liability under this provision or Agreement exceed the lesser of the fees actually paid to EA under this Agreement or \$50,000.

For claims related to or involving pollution, toxic substances or hazardous wastes or for any other claims arising from underground hidden or undisclosed hazards, Client agrees to release, defend, indemnify and hold harmless EA and its officers, directors, employees, agents, consultants, and subcontractors from all claims, damages, losses, and expenses, including, but not limited to, reasonable fees and expenses of attorneys and



CONSULTING SERVICES CONTRACT

Contract # 0730783

Date: _____

ATTACHMENTS

Exhibit A (s)- Statement of Work (Added by reference by
EA Proposal Letter(s))

Exhibit B (s) Price Schedule (Added by reference by EA
Proposal Letter(s))

**EA ENGINEERING, SCIENCE, AND TECHNOLOGY,
INC.**

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

consultants, and court costs, arising out of the performance of this Agreement. Such indemnification and release includes claims which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases or any other material, irritant, contaminant or pollutant regardless of the legal theory under which such damages may be incurred.

EA's field personnel will avoid hazards or utilities that are visible to them at the site. EA is not responsible for any damage or loss to property owned by Client or third parties due undisclosed or unknown surface or subsurface conditions, except to the extent such damage or loss is a direct result of EA's gross negligence.

8. **Severability** If any term or provision of this Agreement is held or deemed to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, this Agreement shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.
9. **Third Party Rights** EA's services under this Agreement are being performed solely for the benefit of Client, and no other entity shall have any claim against EA because of this Agreement or the performance or nonperformance of services provided by EA hereunder.
10. **Entire Agreement** This Agreement contains the entire agreement of the parties. It may not be modified or terminated orally. Any modification to these terms and conditions without the written approval of EA shall be null and void. In no event will the terms of any purchase order, work order or any other document provided by Client modify or amend this Agreement, even if it is signed by EA, unless EA signs a written statement expressly indicating that such terms supersede the terms of this Agreement. Any such terms are expressly rejected by EA.
11. **Assignment** EA reserves the right to assign this Agreement to its affiliates, subsidiaries, or successors as necessary in order to effectively carry out and complete the services specified by this Agreement.
12. **Governing Law** This Agreement shall be deemed made in, and in all respects interpreted, construed, and governed by, the laws of the State of Maryland, U.S.A.. All disputes arising hereunder are to be resolved in the state and federal courts having jurisdiction of such disputes sitting in the State of Maryland or hearing appeals therefrom. Both parties consent to the jurisdiction of such courts over them for the purposes of this Agreement, and agree to accept service of process by registered mail.

EXHIBIT "A

Contract # 0730783

STATEMENT OF WORK

This Statement Of Work is incorporated into the Consulting Services Contract referenced above between EA Engineering, Science, And Technology, Inc. and *the Providence School Department*.

The Statement of Work is described in EA's proposal dated 12 March 2014.

EA Consulting Services Agreement



EXHIBIT "B

Contract # 0730783

PRICE SCHEDULE

The following rates apply to the services provided by EA Engineering, Science, and Technology, Inc for contract referenced above.

The Costs are described in EA's proposal dated 12 March 2014.