

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

BOARD OF ELECTIONS

CAMPAIGN FINANCE DIVISION

50 Branch Avenue, Providence, Rhode Island 02904

TEL. (401) 222-2056 [TDD: 222-2239]

RHODE ISLAND BOARD OF ELECTIONS

11 JUL 18 11 10 27

AFFIDAVIT OF STATE VENDOR UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF. If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

1. Name, address and telephone number of person making this affidavit.

Pare Corporation
NAME OF PERSON MAKING THIS AFFIDAVIT
8 Blackstone Valley Place, Lincoln, RI 02865
ADDRESS
401-334-4100
TELEPHONE NUMBER

2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.] 1/7/10 DATE

3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold? DATE

4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual On Behalf of Business Entity X

6. If on behalf of a business entity, what is the name and nature of the business entity? Name of Business Entity Pare Corporation FEIN # 05-0349690 (Check One:) Corporation X Partnership Sole Proprietorship Other Business Entity

7. If "other business entity" is checked above, what is the nature of such business entity?

8. Are you a state vendor because you are the contracting party in a contract with a state agency? YES X NO

9. If yes, what is the name of state agency to which you are providing goods and/or services? RIDOT, RIC, RIDEM, RIDOA

10. If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES NO

11. If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?

(a) 10% or greater ownership interest in contracting party (b) executive officer of contracting party (c) spouse or minor child of contracting party, or of 10% or greater owner, or of executive officer

NAME OF GENERAL OFFICER, CANDIDATE FOR GENERAL OFFICE OR POLITICAL PARTY	DATE OF CONTRIBUTION	AMOUNT OF CONTRIBUTION	NAME OF CONTRIBUTOR	RELATIONSHIP TO CONTRACTING PARTY
Gov. Bruce Sundlun	9/1/94 PR	\$1,000	Larry Riggs	Owner/Officer
Gov. Bruce Sundlun	9/1/94 PR	\$ 500	George Palmisciano	Owner/Officer
House Democratic Committee	1/29/95 PR	\$ 100	Larry Riggs	Owner/Officer
Weygand Committee	6/24/96 PR	\$ 250	Larry Riggs	Owner/Officer
House Democratic Committee	2/22/97 PR	\$ 100	Larry Riggs	Owner/Officer
James S. Bennett	12/20/97 PR	\$ 250	Larry Riggs	Owner/Officer
James S. Bennett	12/21/97 PR	\$ 250	George Palmisciano	Owner/Officer
Weygand Committee	3/28/98 PR	\$ 200	Larry Riggs	Owner/Officer
Gov. Lincoln Almond	8/1/98 PR	\$1,000	Larry Riggs	Owner/Officer
Friends of John B. Harwood	2/3/01 PR	\$ 200	Larry Riggs	Owner/Officer
Friends of Patrick Lynch	6/26/01 PR	\$ 100	Larry Riggs	Owner/Officer
James Bennett	10/25/01 PR	\$ 150	George Palmisciano	Owner/Officer
Jack Reed	6/18/02 PR	\$ 150	Larry Riggs	Owner/Officer
John Harwood	2/7/02 PR	\$ 200	Larry Riggs	Owner/Officer
James Bennett	3/12/02 PR	\$1,000	George Palmisciano	Owner/Officer
James Bennett	3/19/02 PR	\$1,000	Larry Riggs	Owner/Officer
James Bennett	6/7/02 PR	\$ 500	Kenneth DeCosta	Officer
James Bennett	6/8/02 PR	\$ 500	Demi Riggs	Spouse of Owner
James Bennett	8/15/02 PR	\$ 500	Demi Riggs	Spouse of Owner
Friends of Patrick Lynch	6/5/03 PR	\$ 150	Larry Riggs	Owner/Officer
Langevin Committee	8/8/03 PR	\$ 150	Larry Riggs	Owner/Officer
Friends of Patrick Lynch	6/21/04 PR	\$ 150	Larry Riggs	Owner/Officer
Langevin for Congress	3/12/05 PR	\$ 200	Larry Riggs	Owner/Officer
Friends of Patrick Lynch	2/27/06 PR	\$ 150	Larry Riggs	Owner/Officer
Friends of Patrick Lynch	9/10/06 PR	\$ 300	Larry Riggs	Owner/Officer
Governor Carcieri	9/17/06 PR	\$ 100	George Palmisciano	Owner/Officer
Reginald Centracchio	11/2/06 PR	\$ 50	Kenneth DeCosta	Owner/Officer
Caprio Committee	11/5/09 PR	\$ 100	Kenneth DeCosta	Owner/Officer
Friends of Patrick Lynch	12/17/09 PR	\$ 250	Kenneth DeCosta	Owner/Officer
Caprio for Governor	3/18/10 PR	\$ 100	George Palmisciano	Owner/Officer
Caprio for Governor	6/29/10 PR	\$ 250	Larry Riggs	Owner/Officer
Friends of Patrick Lynch	6/30/10 PR	\$ 100	Kenneth DeCosta	Owner/Officer
Chris Little for Attorney General	7/17/10 PR	\$ 100	Larry Riggs	Owner/Officer
Chafee for Governor	8/17/10 PR	\$ 250	Larry Riggs	Owner/Officer
Caprio for Governor	8/24/10 PR	\$ 250	Larry Riggs	Owner/Officer
Chafee for Governor	8/10/10 PR	\$ 250	Kenneth DeCosta	Owner/Officer
Chafee for Governor	8/15/10 PR	\$ 250	George Palmisciano	Owner/Officer

Pare Corporation (REPORT July 2011)

<u>State Agency</u>	<u>Date of Contract</u>	<u>Amount of Contract</u>	<u>P.O. #</u>
RIC	1/7/2010 PO	144,506.00	3171534
RIDOT	12/3/2010 CA	58,764.99	70A00226930A
RIDEM	12/31/2010 PO	19,147.50	3214842
RIDOT	1/20/2011 CA	67,497.87	70A00226930A
RIDOT	2/7/2011 CA	10,331.25	70A00260021
RIDOT	2/15/2011 CA	38,614.11	70A00226930A
RIDOT	3/30/2011 CA	16,772.71	70A00226930A
RIDOT	3/30/2011 CA	99,658.98	70A00226930A
RIDOT	4/14/2011 CA	50,000.00	70A00226930A
RIDOT	4/28/2011 CA	250,000.00	3206753
RIC	5/18/2011 CO	44,754.00	3171534
RIDOT	5/19/2011 CA	53,775.76	70A00226930A
RIDOT	5/19/2011 CA	68,977.99	70A00226930A
RIDOA	5/27/2011 AN	49,900.00	3231853
RIDOT	6/3/2011 CA	28,567.21	70A00260021
RIDOT	6/10/2011 CA	38,754.63	70A141919
RIDOT	6/13/2011 CA	28,363.00	70A00342429
	TOTAL	1,068,386.00	



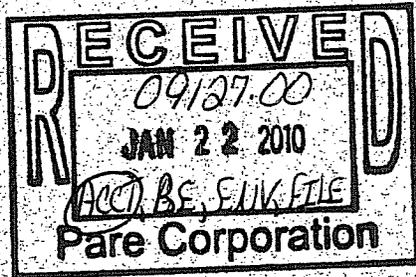
Purchase Order

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

PARE CORPORATION
8 BLACKSTONE VALLEY PL
LINCOLN, RI 02865
UNITED STATES

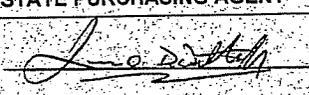
Purchase Order Number
3171534
Reference Contract Number

S H I P T O	RIC SPECIAL INSTRUCTIONS SEE BELOW SEE BELOW, RI N/A UNITED STATES		PO Date: 07-JAN-10 Buyer: R GILL Shipping: PAID Terms: NET 30 Vendor #: 1149		I N V O I C E	RIC-PURCHASING 600 MOUNT PLEASANT AVENUE PROVIDENCE, RI 02908 UNITED STATES	
	Department RIC SPECIAL INSTRUCTIONS		Type of Requisition *OTHER			Requisition Number 1132540	Bid Number 7243883
Line	Code	Description	Quantity	Unit	Unit Price	Total	
1	918.46	INFRASTRUCTURE STUDY - RIC AGENCY CONTACT: JESSICA SILVA 401-456- 8047 IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND DOCUMENTS PER PUBLIC BID 7243883 DATED 6/2/09	1	Each	144506	144,506.00	
Total:						144,506.00	



VENDOR

STATE PURCHASING AGENT



Louis A. DeQuattro

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.

CONTRACTS TERMS AND CLAUSES

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

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 "BILL 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.

PAYMENT AFTER FULL VENDOR PERFORMANCE

PAYMENT SHALL NOT BE MADE UNTIL DELIVERY HAS BEEN MADE, OR SERVICES PERFORMED, IN FULL, AND ACCEPTED, UNLESS EXPRESSLY PROVIDED FOR HEREIN UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.

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.

State of Rhode Island and Providence Plantations
 Department of Transportation
 Program Development

Date: 12/3/2010

NOTICE OF CHANGE/CONTRACT ADDENDUM

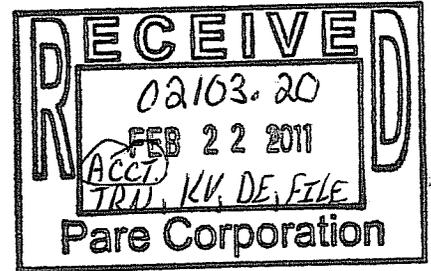
FEIN: 05-0349690
Consultant: Pare Corporation
 8 Blackstone Valley Place
 Lincoln, Rhode Island 02865

Purchase Order No. 70A00226930A ✓
R.I. Contract No. 2001-EB-006 ✓
Original PO Date 01/03/02
Requisition No. R70A006980
CA No. 22 ✓

Project: Comprehensive Bridge Rehab. Program Grp. 6
City/Town: Cranston, Rhode Island

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 22 ✓



Total Increase/Decrease: \$58,764.99 ✓

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 BRO-BCDR(010)	AMT1 47,011.99	80% FEDERAL
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 11,753.00	20% STATE
3 1270.39001102.634100	FAP3 BRO-BCDR(009)	AMT3 0.00	80% FEDERAL
4 1270.38851019.634100	FAP4 STATE MATCH	AMT4 0.00	20% STATE
5 1270.39001102.634100	FAP5 BRM-BCDR(008)	AMT5 0.00	80% FEDERAL
6 1270.38851019.634100	FAP6 STATE MATCH	AMT6 0.00	20% STATE
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

12/3/10 _____
 Date Consultant/Contractor

 Date Director of Transportation

2/8/11 _____
 Date State Purchasing Agent/Authorized Agent

Pre-Audit	Data Entry
NAB	2-1-11

- COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

Sum 2-4-11

- White = Agency
- Green = FHWA
- Yellow = Contract Administration
- Pink = Consultant
- Golden = Purchasing

Department of Transportation
Program Development

REPORT OF CHANGE (ROC)

Location: Cranston, Rhode Island

Project: Comprehensive Bridge Rehab. Program Grp. 6

Consultant: Pare Corporation

RIC No. 2001-EB-006

RIFAP No. SEE BELOW

ROC No. 22

This Report of Change is necessary to authorize the Consultant manhours for the work effort associated with additional design services and out-of-pocket expenses associated with the RI Historical Resources Archive Documentation, Section 106 Documentation Report, MOA and Section 4(f) Evaluation all required for completion of the Final Design Phase of Pocasset River Bridge No. 23 as part of the above referenced project.

[See attached Compensation Summary Sheet(s)]

02103.



BRO-BCDR (010)	47,011.99	80% FEDERAL
STATE MATCH	11,753.00	20% STATE
BRO-BCDR (009)	0.00	80% FEDERAL
STATE MATCH	0.00	20% STATE
BRM-BCDR (008)	0.00	80% FEDERAL
STATE MATCH	0.00	20% STATE

By Consultant: \$32,886.99

Subconsultant Services: 25,668.00

Direct Expenses: 210.00

Total Requested: \$58,764.99

Based on Design Section's review letter dated December 1, 2010 and the Consultant's request dated October 13, 2010, copies attached, the Department recommends approval of this ROC.

11/5/11 D. LW F... Date Highway/Bridge/Traffic Engineer	12/3/10 Date Consultant
11/11/11 Date Section Chief	exempt Date Federal Agency (If Required)
11/5/11 Date Division Chief	11/11/11 Date Federal Funding Review

Comments:

- Participating
- Non-Participating

11,018.00



Purchase Order

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

RECEIVED
JAN 13 2011
BY: Matt - PDF
MP 310.10

PARE CORPORATION
8 BLACKSTONE VALLEY PL
LINCOLN, RI 02865
UNITED STATES

Purchase Order Number
3214842
Reference Contract Number
3206753

S H I P T O	DEM PLANNING & DEVELOPMENT 235 PROMENADE ST, SUITE 330 PROVIDENCE, RI 02908 UNITED STATES		PO Date: 31-DEC-10 Buyer: G WALSH Shipping: PAID Terms: NET 30 Vendor #: 1149	I N V O I C E	DOA CONTROLLER ONE CAPITOL HILL, 4TH FLOOR SMITH ST PROVIDENCE, RI 02908 UNITED STATES		
	Department		Type of Requisition		Requisition Number	Bid Number	
DEM PLANNING & DEVELOPMENT		ARCH, ENG & CONSULT	1209158				
Line	Code	Description	Quantity	Unit	Unit Price	Total	
1	918.42	DESIGN SERVICES FOR THE REPAIR OF THE HOPE VALLEY MILL DAM IN RICHMOND / HOPKINTON. NOT TO EXCEED - \$19,147.50 PRINCIPAL	1	Hour	160	160.00	
2	918.42	SENIOR PROJECT ENGINEER	1	Hour	130	130.00	
3	918.42	PROJECT ENGINEER / PRINCIPAL ENV. SCIENTIST	1	Hour	115	115.00	
4	918.42	ENGINEER / SCIENTIST	1	Hour	85	85.00	
5	918.42	CAD OPERATOR / DESIGNER	1	Hour	75	75.00	
6	918.42	CLERICAL	1	Hour	60	60.00	
7	962.58	EXPENSES (SUBCONTRACTORS, MILEAGE, REPRODUCTION, ETC.) - \$290.00	1	Each	1	1.00	

STATE PURCHASING AGENT
Lorraine A. Hynes
Lorraine A. Hynes

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VENDOR

CONTRACTS TERMS AND CLAUSES

Contract Terms and Conditions

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PARTIAL PAYMENTS.....	III
EQUAL OPPORTUNITY COMPLIANCE.....	III
CAMPAIGN FINANCE COMPLIANCE.....	III

Terms and Conditions**PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****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 "BILL 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.

PARTIAL PAYMENTS

PARTIAL OR PROGRESS PAYMENTS MAY BE MADE. PAYMENT WILL BE AUTHORIZED UPON RECEIPT AND ACCEPTANCE BY THE AGENCY OF THE PORTION OF THE CONTRACT OR PURCHASE ORDER COMPLETED BY THE VENDOR. PAYMENT UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

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).

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Notice of Blanket Purchase Agreement

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

RECEIVED
 JAN 21 2011
 BY: MA, Acet-org

PARE CORPORATION
 8 BLACKSTONE VALLEY PL
 LINCOLN, RI 02865
 United States

DESIGN SVCS FOR REPAIR OF HOPE VALLEY MILL DAM-RICHMOND/HOPKINTON (DEM)
Award Number: 3215813
Effective Period: 11-JAN-11 - 30-JUN-11

S H I P T O	DEM: PLANNING & DEVELOPMENT 235 PROMENADE ST, SUITE 330 PROVIDENCE, RI 02908 United States	Date: 11-JAN-11 Buyer: G. Walsh Shipping: Paid Terms: NET 30 Vendor #: 1149	I N V O I C E DOA CONTROLLER ONE CAPITOL HILL, 4TH FLOOR SMITH ST PROVIDENCE, RI 02908 United States
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Department	Type of Requisition	Bid Number	Requisition Number	
DEM		N/A	1209158	
Line	Item	Item Description	Unit	Unit Price

		1/11/11 - 6/30/11 DESIGN SERVICES FOR THE REPAIR OF THE HOPE VALLEY MILL DAM IN RICHMOND/HOPKINTON. NOT TO EXCEED - \$19,147.50 THIS PURCHASE ORDER REPLACES PO #3214842 DATED 12/31/10.		
1		APA-9751 - 1/11/11-6/30/11 - PRINCIPAL	Hour	160
2		APA-9751 - 1/11/11-6/30/11 - SENIOR PROJECT ENGINEER	Hour	130
3		APA-9751 - 1/11/11-6/30/11 - PROJECT ENGINEER / PRINCIPAL ENV. SCIENTIST	Hour	115
4		APA-9751 - 1/11/11-6/30/11 - ENGINEER / SCIENTIST	Hour	85
5		APA-9751 - 1/11/11-6/30/11 - CAD OPERATOR / DESIGNER	Hour	75
6		APA-9751 - 1/11/11-6/30/11 - CLERICAL	Hour	60
7		APA-9751 - 1/11/11-6/30/11 - EXPENSES (SUBCONTRACTORS, MILEAGE, REPRODUCTION, ETC.) - \$290.00	Each	1
8		APA-9751 - 1/11/11-6/30/11 - ADDITIONAL FIELD INSPECTIONS (IF REQUESTED) AGENCY CONTACT: ROBERT BAILEY - (401) 222-4700 X 7702 SUPPLIER TELEPHONE # (401) 334-4100 SUPPLIER FAX # (401) 334-4108	Each	1000

STATE PURCHASING AGENT

 Lorraine A. Hynes

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VENDOR

CONTRACT TERMS AND CONDITIONS

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INSURANCE REQUIREMENTS (ADDITIONAL) III

PARTIAL PAYMENTS III

EQUAL OPPORTUNITY COMPLIANCE III

CAMPAIGN FINANCE COMPLIANCE III

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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.

NOTICE OF CHANGE/CONTRACT ADDENDUM

FEIN: 05-0349690

Consultant: Pare Corporation
8 Blackstone Valley Place
Lincoln, Rhode Island 02865

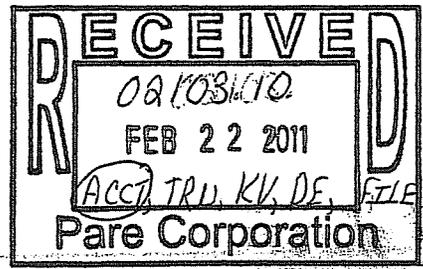
Purchase Order No. 70A00226930A ✓
R.I. Contract No. 2001-EB-006 ✓
Original PO Date 01/03/02
Requisition No. R70A006980
CA No. 23 ✓

Project: Comprehensive Bridge Rehab. Program Grp. 6
City/Town: Barrington, Rhode Island

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 23

48



Total Increase/Decrease: \$67,497.87

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 BRO-BCDR(010)	AMT1 53,998.30	80% FEDERAL
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 13,499.57	20% STATE
3 1270.39001102.634100	FAP3 BRO-BCDR(009)	AMT3 0.00	80% FEDERAL
4 1270.38851019.634100	FAP4 STATE MATCH	AMT4 0.00	20% STATE
5 1270.39001102.634100	FAP5 BRM-BCDR(008)	AMT5 53,998.30	80% FEDERAL
6 1270.38851019.634100	FAP6 STATE MATCH	AMT6 13,499.57	20% STATE
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

1/21/11 [Signature] Consultant/Contractor
 [Signature] Director of Transportation
 2/6/11 [Signature] State Purchasing Agent/Authorized Agent

Pre-Audit	Data Entry
[Signature]	[Signature]

COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

White = Agency
Green = FHWA
Yellow = Contract Administration
Pink = Consultant
Golden = Purchasing

Department of Transportation
Program Development

REPORT OF CHANGE (ROC)

Location: Barrington, Rhode Island

RIC No. 2001-EB-006

Project: Comprehensive Bridge Rehab. Program Grp. 6

RIFAP No. SEE BELOW

Consultant: Pare Corporation

ROC No. 23

This Report of Change is necessary to authorize the Consultant manhours for the work effort associated with additional design services and out-of-pocket expenses associated with the completion of Central Bridge No. 182 as part of the above referenced project..

[See attached Compensation Summary Sheet(s)]

02103

BRO-BCDR (010)	53,998.30	80% FEDERAL
STATE MATCH	13,499.57	20% STATE
BRO-BCDR (009)	0.00	80% FEDERAL
STATE MATCH	0.00	20% STATE
BRM-BCDR (008)	53,998.30	0.00 80% FEDERAL
STATE MATCH	13,499.57	0.00 20% STATE

By Consultant:	\$59,044.86
Subconsultant Services:	7,483.01
Direct Expenses:	970.00
Total Requested:	\$67,497.87

Based on Design Section's review letter dated January 20, 2011 and the Consultant's request dated January 14, 2011, copies attached, the Department recommends approval of this ROC.

1/25/11	D. I. W. FEL	1/25/11	[Signature]
Date	Highway/Bridge/Traffic Engineer	Date	Consultant
1/25/11	[Signature]	1/25/11	exemat
Date	Section Chief	Date	Federal Agency (If Required)
1/26/11	[Signature]	1/26/11	[Signature]
Date	Division Chief	Date	Federal Funding Review

Comments:

Participating
 Non-Participating

MJB ✓

NOTICE OF CHANGE/CONTRACT ADDENDUM

FEIN: 05-0349690

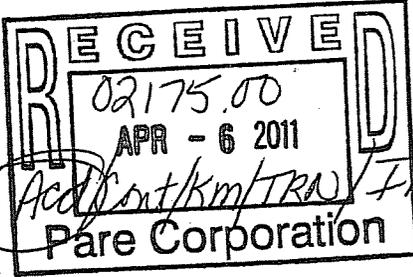
Consultant: Pare Engineering Corporation
8 Blackstone Valley Place
Lincoln, RI 02865

Purchase Order No. 70A00260021
R.I. Contract No. 2002-E1-008
Original PO Date 11/20/02
Requisition No. R70A007095
CA No. 18

Project: Metropolitan Prov. Bike Facility Site Assess. Cont.
City/Town: Statewide

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 18



Total Increase/Decrease: \$10,331.25

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39000102.634100	FAP1 HPP-1827(003)	AMT1 8,265.00	80 FEDERAL
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 2,066.25	20 STATE
3	FAP3	AMT3	
4	FAP4	AMT4	
5	FAP5	AMT5	
6	FAP6	AMT6	
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

2/7/11 [Signature] John P. Sheridan
Date Consultant/Contractor

7/5/11 [Signature]
Date Director of Transportation

3/25/11 [Signature]
Date State Purchasing Agent/Authorized Agent

Pre-Audit	Data Entry
JAK	3-15-11

3-17-11

COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

Sheet 375-11

ms
ms

ROC Form 02/01/2002

State of Rhode Island and Providence Plantations

Date: 2/7/2011

- White = Agency
- Green = FHWA
- Yellow = Contract Administration
- Pink = Consultant
- Golden = Purchasing

Department of Transportation
Program Development

REPORT OF CHANGE (ROC)

Location: Statewide

RIC No. 2002-E1-008

Project: Metropolitan Prov. Bike Facility Site Assess. Cont. 2

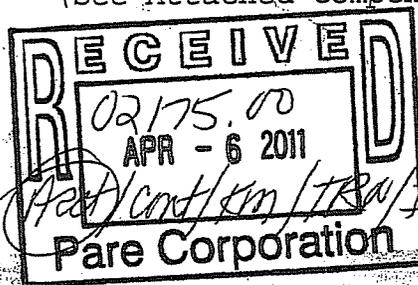
RIFAP No. SEE BELOW

Consultant: Pare Engineering Corporation

ROC No. 18

This Report of Change is necessary to authorize the Consultant additional manhours and out-of-pocket expenses and reimbursable expenses associated with testing services necessary to complete the evaluation of the existing concrete arches included in the Federal Highway Administration Recreational Trails Program for the Metropolitan Providence Bicycle Facility Site Assessment Project, Contract 2 Various Locations for Task 011 - Colt State Park Bike Path.

(See Attached Compensation Summary Sheets.)



01.01.01	4019.32 ✓
03.01.01	401.93 ✓
08.01.02	5850.00 (new line) ✓
23.01.01	60.00
	<hr/>
	10,331.25

HPP-1827(003)	8,265.00	80	FEDERAL
STATE MATCH	2,066.25	20	STATE

By Consultant:	\$4,421.25
Subconsultant Services:	5,850.00
Direct Expenses:	60.00
Total Requested:	\$10,331.25

Based on Design Section's review letter dated 02/07/11 and the Consultant's request dated 11/10/10 copies attached, the Department recommends approval of this ROC.

2/20/11 Date [Signature] Highway/Bridge/Traffic Engineer	2/7/11 Date [Signature] Consultant
2/21/11 Date [Signature] Section Chief	[Signature] Date Federal Agency (If Required)
3/10/11 Date [Signature] Division Chief	3/15/11 Date [Signature] Federal Funding Review

Comments:

- Participating
- Non-Participating

115

NOTICE OF CHANGE/CONTRACT ADDENDUM

FEIN:

05-0349690

Consultant:

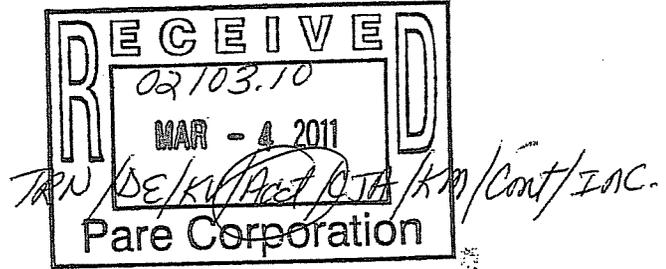
Pare Corporation
 8 Blackstone Valley Place
 Lincoln, Rhode Island 02865

Purchase Order No. 70A00226930A ✓
 R.I. Contract No. 2001-EB-006 ✓
 Original PO Date 01/03/02
 Requisition No. R70A006980
 CA No. 24 ✓

Project: Comprehensive Bridge Rehab. Program Grp. 6
 City/Town: Barrington, Rhode Island

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 24 ✓.



Total Increase/Decrease: \$38,614.11 ✓

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 BRO-BCDR(010)	AMT1 30,891.29	80% FEDERAL
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 7,722.82	20% STATE
3 1270.39001102.634100	FAP3 BRO-BCDR(009)	AMT3 0.00	80% FEDERAL
4 1270.38851019.634100	FAP4 STATE MATCH	AMT4 0.00	20% STATE
5 1270.39001102.634100	FAP5 BRM-BCDR(008)	AMT5 0.00	80% FEDERAL
6 1270.38851019.634100	FAP6 STATE MATCH	AMT6 0.00	20% STATE
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

2/15/11 [Signature] Consultant/Contractor
 2/15/11 [Signature] Director of Transportation
 2/22/11 [Signature] State Purchasing Agent/Authorized Agent

Pre-Audit	Data Entry
1/22/11	2/22/11

COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

White = Agency
Green = FHWA
Yellow = Contract Administration
Pink = Consultant
Golden = Purchasing

Department of Transportation
Program Development

REPORT OF CHANGE (ROC)

Location: Barrington, Rhode Island

RIC No. 2001-EB-006

Project: Comprehensive Bridge Rehab. Program Grp. 6

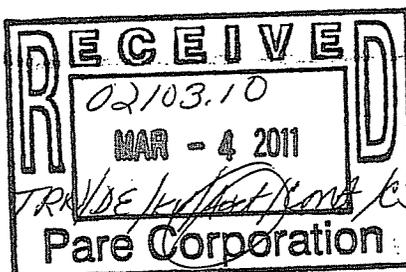
RIFAP No. SEE BELOW

Consultant: Pare Corporation

ROC No. 24

This Report of Change is necessary to authorize the Consultant manhours for the work effort associated with additional work effort associated with cultural resources documentation for Central Bridge No. 182 as part of the above referenced project..

[See attached Compensation Summary Sheet(s)]



BRO-BCDR (010)	30,891.29	80% FEDERAL
STATE MATCH	7,722.82	20% STATE
BRO-BCDR (009)	0.00	80% FEDERAL
STATE MATCH	0.00	20% STATE
BRM-BCDR (008)	0.00	80% FEDERAL
STATE MATCH	0.00	20% STATE

By Consultant:	\$2,900.11
Subconsultant Services:	35,714.00
Direct Expenses:	0.00
Total Requested:	\$38,614.11

Based on Design Section's review letter dated February 10, 2011 and the Consultant's request dated January 14, 2011, copies attached, the Department recommends approval of this ROC.

2/16/11 [Signature]	Highway/Bridge/Traffic Engineer	2/16/11 [Signature]	Consultant
[Signature]	Section Chief	[Signature]	Federal Agency (If Required)
2/17/11 [Signature]	Division Chief	[Signature]	Federal Funding Review

Comments:

- Participating
- Non-Participating

NOTICE OF CHANGE/CONTRACT ADDENDUM

FEIN: 05-0349690

Consultant: Pare Corporation
8 Blackstone Valley Place
Lincoln, Rhode Island 02865

Purchase Order No. 70A00226930A ✓
R.I. Contract No. 2001-EB-006 ✓
Original PO Date 01/03/02
Requisition No. R70A006980
CA No. 26 ✓

Project: Comprehensive Bridge Rehab. Program Grp. 6
City/Town: Barrington, Rhode Island

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 26

RECEIVED PARE

DATE: 3-2-11

JOB NO: 02103.10

COPIES TO

Civil _____

Marketing _____

Environmental & _____

Planning _____

Transportation _____

KV _____

DJE _____

Accy _____

CH file _____

JOB FILE: _____ INC. _____

*BHO-BCDR-010
correct please*

Total Increase/Decrease: \$16,772.71

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 BRO-BCDR(010)	AMT1 13,418.17	80% FEDERAL
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 3,354.54	20% STATE
3 1270.39001102.634100	FAP3 BRO-BCDR(009)	AMT3 0.00	80% FEDERAL
4 1270.38851019.634100	FAP4 STATE MATCH	AMT4 0.00	20% STATE
5 1270.39001102.634100	FAP5 BRM-BCDR(008)	AMT5 0.00	80% FEDERAL
6 1270.38851019.634100	FAP6 STATE MATCH	AMT6 0.00	20% STATE
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

Date: 4/5/11 Consultant/Contractor

Date: 4/21/11 Director of Transportation

Date: 4/21/11 State Purchasing Agent/Authorized Agent

Pre-Audit	Data Entry
WPK	11.20.11

COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

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Pink = Consultant
Golden = Purchasing

Department of Transportation
Program Development

REPORT OF CHANGE (ROC)

Location: Barrington, Rhode Island

RIC No. 2001-EB-006

Project: Comprehensive Bridge Rehab. Program Grp. 6

RIFAP No. SEE BELOW

Consultant: Pare Corporation

ROC No. 26

This Report of Change is necessary to authorize the Consultant manhours for the work effort associated with additional work effort associated with Electrical Engineering Services for the Navigational Lighting for Central Bridge No. 182 as part of the above referenced project.

[See attached Compensation Summary Sheet(s)]

RECEIVED PARE	
DATE:	3/22/11
JOB NO:	0210310
COPIES TO:	
Civil	—
Marketing	—
Environmental & Planning	—
Transportation	✓
KV	—
DTE	—
Asst	—
CA file	—
JOB FILE:	✓
INC.	✓

BHO-BCDR-010

BHO-BCDR-010
Request Please

BRO-BCDR (010)	13,418.17	80% FEDERAL
STATE MATCH	3,354.54	20% STATE
BRO-BCDR (009)	0.00	80% FEDERAL
STATE MATCH	0.00	20% STATE
BRM-BCDR (008)	0.00	80% FEDERAL
STATE MATCH	0.00	20% STATE

By Consultant: \$3,288.21
 Subconsultant Services: 13,484.50
 Direct Expenses: 0.00
 Total Requested: \$16,772.71

Based on Design Section's review letter dated March 29, 2011 and the Consultant's request dated Mar. 17, 2011 (2), copies attached, the Department recommends approval of this ROC.

4/13/11	D / [Signature]	Date	Highway/Bridge/Traffic Engineer	4/13/11	[Signature]	Date	Consultant
4/13/11	[Signature]	Date	Section Chief	4/13/11	[Signature]	Date	Federal Agency (If Required)
4/13/11	[Signature]	Date	Division Chief	4/13/11	[Signature]	Date	Federal Funding Review

Comments:

Participating
 Non-Participating

NOTICE OF CHANGE/CONTRACT ADDENDUM

FEIN:

05-0349690

Consultant:

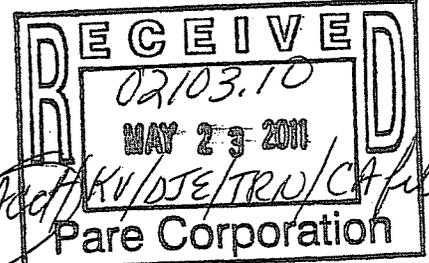
Pare Corporation
8 Blackstone Valley Place
Lincoln, Rhode Island 02865

Purchase Order No. 70A00226930A
R.I. Contract No. 2001-EB-006
Original PO Date 01/03/02
Requisition No. R70A006980
CA No. 25

Project: Comprehensive Bridge Rehab. Program Grp. 6
City/Town: Barrington, Rhode Island

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 25



Total Increase/Decrease: \$99,658.98

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 BRO-BCDR(010)	AMT1 79,727.18	80% FEDERAL
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 19,931.80	20% STATE
3 1270.39001102.634100	FAP3 BRO-BCDR(009)	AMT3 0.00	80% FEDERAL
4 1270.38851019.634100	FAP4 STATE MATCH	AMT4 0.00	20% STATE
5 1270.39001102.634100	FAP5 BRM-BCDR(008)	AMT5 0.00	80% FEDERAL
6 1270.38851019.634100	FAP6 STATE MATCH	AMT6 0.00	20% STATE
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

Date Consultant/Contractor

Date Director of Transportation

Date State Purchasing Agent/Authorized Agent

Pre-Audit	Data Entry
1A12	4-15-11

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Green = FHWA
Yellow = Contract Administration
Pink = Consultant
Golden = Purchasing

Department of Transportation
Program Development

REPORT OF CHANGE (ROC)

Location: Barrington, Rhode Island

RIC No. 2001-EB-006

Project: Comprehensive Bridge Rehab. Program Grp. 6

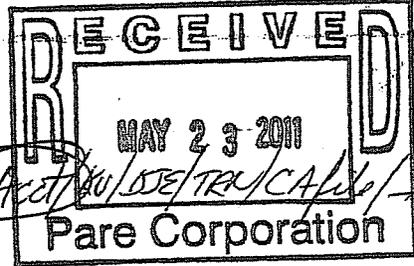
RIFAP No. SEE BELOW

Consultant: Pare Corporation

ROC No. 25

This Report of Change is necessary to authorize the Consultant manhours for the work effort associated with additional work effort associated with Final Design including Reanalyzing Bridge Profile, Utility & Right-of-way Coordination, LRFD Design, Distribution of Quantities, Engineer's Estimate, Special Provisions, and Power Point Presentation for Central Bridge No. 182 as part of the above referenced project.

[See attached Compensation Summary Sheet(s)]



change # BAC-BCDR-010

BRO-BCDR (010)	79,727.18	80%	FEDERAL
STATE MATCH	19,931.80	20%	STATE
BRO-BCDR (009)	0.00	80%	FEDERAL
STATE MATCH	0.00	20%	STATE
BRM-BCDR (008)	0.00	80%	FEDERAL
STATE MATCH	0.00	20%	STATE

By Consultant:	\$99,658.98
Subconsultant Services:	0.00
Direct Expenses:	0.00
Total Requested:	\$99,658.98

Based on Design Section's review letter dated March 29, 2011 and the Consultant's request dated Mar.17, 2011 (2), copies attached, the Department recommends approval of this ROC.

Date	Highway/Bridge/Traffic Engineer	Date	Consultant
Date	Section Chief	Date	Federal Agency (If Required)
Date	Division Chief	Date	Federal Funding Review

Comments:

- Participating
- Non-Participating

NOTICE OF CHANGE/CONTRACT ADDENDUM

FEIN:

05-0349690

Consultant:

Pare Corporation
8 Blackstone Valley Place
Lincoln, Rhode Island 02865

Purchase Order No. 70A00226930A

R.I. Contract No. 2001-EB-006

Original PO Date 01/03/02

Requisition No. R70A006980

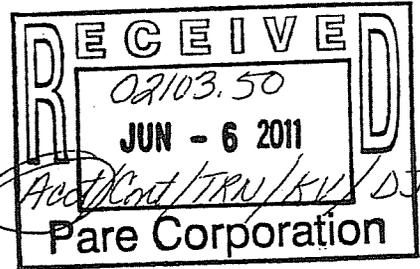
CA No. 27

Project: Comprehensive Bridge Rehab. Program Grp. 6

City/Town: East Providence, Rhode Island

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 27



Total Increase/Decrease: \$50,000.00

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 BHO-0134(002)	AMT1 40,000.00	80% FEDERAL
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 10,000.00	20% STATE
3 1270.39001102.634100	FAP3 BRO-BCDR(009)	AMT3 0.00	80% FEDERAL
4 1270.38851019.634100	FAP4 STATE MATCH	AMT4 0.00	20% STATE
5 1270.39001102.634100	FAP5 BRM-BCDR(008)	AMT5 0.00	80% FEDERAL
6 1270.38851019.634100	FAP6 STATE MATCH	AMT6 0.00	20% STATE
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

4/14/11 [Signature] Consultant/Contractor

5/3/11 [Signature] Director of Transportation

[Signature] State Purchasing Agent/Authorized Agent

Pre-Audit	Data Entry
1/10/11	4/14/11

COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

White = Agency
Green = FHWA
Yellow = Contract Administration
Pink = Consultant
Golden = Purchasing

Department of Transportation
Program Development

REPORT OF CHANGE (ROC)

Location: East Providence, Rhode Island

RIC No. 2001-EB-006

Project: Comprehensive Bridge Rehab. Program Grp. 6

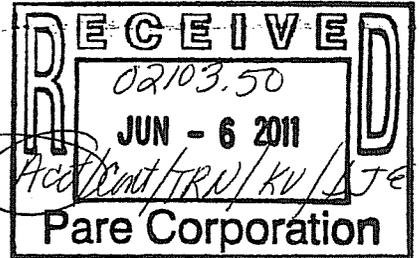
RIFAP No. SEE BELOW

Consultant: Pare Corporation

ROC No. 27

This Report of Change is necessary to authorize the Consultant hours for the work effort associated with the finalizing the alternatives as coordinated with the Rhode Island Department of Transportation for the Design Study Report, preliminary coordination with regulatory agencies, updating the opinion of probable construction costs, and finalizing the Design Study Report for the Cole's Bridge No. 134 as part of the above referenced project.

[See attached Compensation Summary Sheet(s)]



FAP per FEDERAL programs

BHD-0134(002)

Table with 3 columns: Item, Amount, and Percentage. Rows include STATE MATCH (40,000.00 80% FEDERAL), BRO-BCDR (009) (10,000.00 20% STATE), BRM-BCDR (008) (0.00 80% FEDERAL), etc.

Summary table with 2 columns: Category and Amount. Rows include By Consultant (\$50,000.00), Subconsultant Services (0.00), Direct Expenses (0.00), Total Requested (\$50,000.00).

Based on Design Section's review letter dated April 14, 2011, and the Consultant's request dated April 14, 2011, copies attached, the Department recommends approval of this ROC.

Approval table with 4 rows and 2 columns. Rows represent Highway/Bridge/Traffic Engineer, Section Chief, Division Chief, and Federal Agency (If Required). Includes handwritten dates and signatures.

Comments:

- Participating
Non-Participating

NOTICE OF CHANGE/CONTRACT ADDENDUM

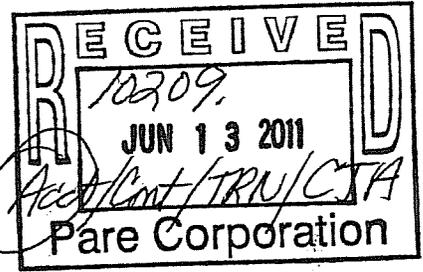
FEIN: 05-0349690
Consultant: Pare Corporation
8 Blackstone Valley Place
Lincoln, Rhode Island 02865

Purchase Order No. 3206753
R.I. Contract No. 2010-ET-013
Original PO Date 10-15-2010
Requisition No. 1203215
CA No. 01

Project: On-Call Traffic Design Consultant C-2
City/Town: Statewide, Rhode Island

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 01



Total Increase/Decrease: \$250,000.00

Acct No / Budget Code	F. A. P. No.	Amount	%
1 12.070.3900110.02.634100	FAP1 STP-TCSC-002	AMT1 200,000.00	80% FEDERAL
2 12.070.3885101.09.634100	FAP2 STATE MATCH	AMT2 50,000.00	20% STATE
3	FAP3	AMT3	
4	FAP4	AMT4	
5	FAP5	AMT5	
6	FAP6	AMT6	
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

9/23/11
Date Consultant/Contractor
6/2/11
Date Director of Transportation
6/1/11
Date State Purchasing Agent/Authorized Agent

Pre-Audit	Data Entry

COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

Sum 5-25-11

ME

ROC Form 02/01/2002

State of Rhode Island and Providence Plantations

Date: 4/28/2011

- White = Agency
- Green = FHWA
- Yellow = Contract Administration
- Pink = Consultant
- Golden = Purchasing

Department of Transportation
Program Development

REPORT OF CHANGE (ROC)

Location: *Statewide, Rhode Island*

Project: *On-Call Traffic Design Consultant C-2*

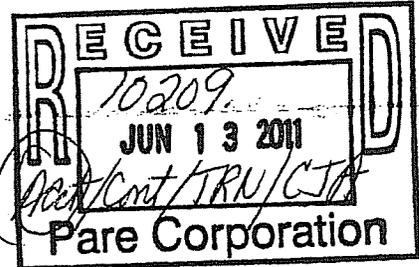
Consultant: *Pare Corporation*

RIC No. *2010-ET-013*

RIFAP No. *SEE BELOW*

ROC No. *01*

This Report of Change is necessary to authorize the Consultant manhours for the work effort associated with additional work effort associated with performing on-call traffic engineering services as part of the above referenced project.



[Figures below have been estimated.]

STP-TCSC-002 200,000.00 80% FEDERAL

STATE MATCH 50,000.00 20% STATE

By Consultant: \$220,000.00

Subconsultant Services: 25,000.00

Direct Expenses: 5,000.00

Total Requested: \$250,000.00

Based on Design Section's review letter dated *April 27, 2011* and the Consultant's request dated *N/A* copies attached, the Department recommends approval of this ROC.

<i>5/11/11</i>	<i>[Signature]</i>	<i>5/11/11</i>	<i>[Signature]</i>
Date	Highway/Bridge/Traffic Engineer	Date	Consultant
<i>5/11/11</i>	<i>[Signature]</i>	<i>5/11/11</i>	<i>[Signature]</i>
Date	Section Chief	Date	Federal Agency (If Required)
<i>5/11/11</i>	<i>[Signature]</i>	<i>5/11/11</i>	<i>[Signature]</i>
Date	Division Chief	Date	Federal Funding Review

Comments:

- Participating
- Non-Participating

RI Standard Purchase Order Amendment Report



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

V E N D O R	1149 PARE CORPORATION 8 BLACKSTONE VALLEY PL. LINCOLN, RI 02865 United States	Amendment Date: 18-MAY-11 Original PO Date: 11-MAY-11 Buyer: G Mosca Phone #: Shipping: Destination Terms: NET 30	Change Order Number 1 Award Number 3171534FY11
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S H I P T O	RIC SPECIAL INSTRUCTIONS. SEE BELOW SEE BELOW, RI N/A United States	I N V O I C E	RIC-PURCHASING 600 MOUNT PLEASANT AVENUE PROVIDENCE, RI 02908 United States
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Description				Bid Number		Change Order Req#		
Line #	Code	Class-Item	Change Order Reason	Previous Quantity	Revised Quantity	UOM	Previous Unit Price	Revised Unit Price
		CHANGE TO PO #3171534FY11 ORIGINAL CONTRACT AMOUNT: \$144,506.00 CHANGE AMOUNT ADDED : \$ 44,754.00 NEW TOTAL AMOUNT \$ 189,260.00 AMOUNT OF CHANGE IN ACCORDANCE TO AIA DOCUMENT AND RIC ENGINEER, DATED 4/18/11					1222825	

FAXED
 5/23/11
 09127.00

STATE PURCHASING AGENT

 Lorraine A. Hynes

**V
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NOTICE OF CHANGE/CONTRACT ADDENDUM

FEIN:

05-0349690

Consultant:

Pare Corporation
8 Blackstone Valley Place
Lincoln, Rhode Island 02865

Purchase Order No. 70A00226930A

R.I. Contract No. 2001-EB-006

Original PO Date 01/03/02

Requisition No. R70A006980

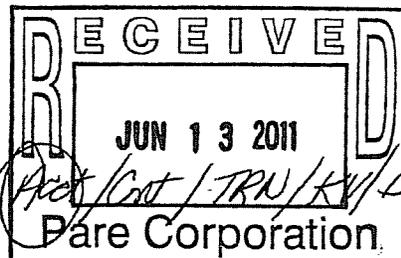
CA No. 28

Project: Comprehensive Bridge Rehab. Program Grp. 6

Contract (K)

City/Town: Barrington, Rhode Island

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 28



Total Increase/Decrease: \$53,775.76

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 BRM-BCDR(008)	AMT1 43,020.61	80% FEDERAL
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 10,755.15	20% STATE
3 1270.39001102.634100	FAP3 BRO-BCDR(009)	AMT3 0.00	80% FEDERAL
4 1270.38851019.634100	FAP4 STATE MATCH	AMT4 0.00	20% STATE
5 1270.39001102.634100	FAP5 BHO-BCDR(010)	AMT5 0.00	80% FEDERAL
6 1270.38851019.634100	FAP6 STATE-MATCH	AMT6 0.00	20% STATE
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

5/20/11 [Signature] Consultant/Contractor

[Signature] Director of Transportation

6/7/11 [Signature] State Purchasing Agent/Authorized Agent

Pre-Audit	Data Entry
[Signature]	[Signature]

COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

White = Agency
Green = FHWA
Yellow = Contract Administration
Pink = Consultant
Golden = Purchasing

Department of Transportation
Program Development

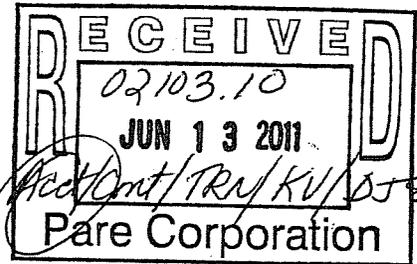
REPORT OF CHANGE (ROC)

Location: Barrington, Rhode Island
Project: Comprehensive Bridge Rehab. Program Grp. 6
Consultant: Pare Corporation

RIC No. 2001-EB-006
RIFAP No. SEE BELOW
ROC No. 28

This Report of Change is necessary to authorize the Consultant manhours for the work effort associated with a Phase I Archaeological Study for Central Bridge No. 182 as part of the above referenced project.

[See attached Compensation Summary Sheet(s)]



BRM-BCDR (008)	43,020.61	80% FEDERAL
STATE MATCH	10,755.15	20% STATE
BRO-BCDR (009)	0.00	80% FEDERAL
STATE MATCH	0.00	20% STATE
BHO-BCDR (010)	0.00	80% FEDERAL
STATE MATCH	0.00	20% STATE

By Consultant:	\$8,728.62
Subconsultant Services:	44,945.14
Direct Expenses:	102.00
Total Requested:	\$53,775.76

Based on Design Section's review letter dated May 19, 2011 and the Consultant's request dated April 25, 2011, copies attached, the Department recommends approval of this ROC.

5/24/11 [Signature] Date Highway/Bridge/Traffic Engineer	5/19/11 [Signature] Date Consultant
5/24/11 [Signature] Date Section Chief	[Signature] Date Federal Agency (If Required)
[Signature] Date Division Chief	5/24/11 [Signature] Date Federal Funding Review

Comments:

- Participating
- Non-Participating

NOTICE OF CHANGE/CONTRACT ADDENDUM

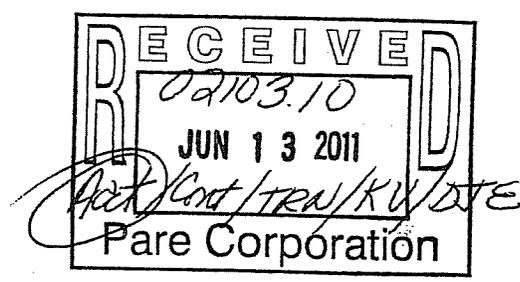
FEIN: 05-0349690
 Consultant: Pare Corporation
 8 Blackstone Valley Place
 Lincoln, Rhode Island 02865

Purchase Order No. 70A00226930A
 R.I. Contract No. 2001-EB-006
 Original PO Date 01/03/02
 Requisition No. R70A006980
 CA No. 29

Project: Comprehensive Bridge Rehab. Program Grp. 6
 City/Town: Barrington, Rhode Island

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 29



Total Increase/Decrease: \$68,977.99

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 BRM-BCDR(008)	AMT1 55,182.39	80% FEDERAL
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 13,795.60	20% STATE
3 1270.39001102.634100	FAP3 BRO-BCDR(009)	AMT3 0.00	80% FEDERAL
4 1270.38851019.634100	FAP4 STATE MATCH	AMT4 0.00	20% STATE
5 1270.39001102.634100	FAP5 BHO-BCDR(010)	AMT5 0.00	80% FEDERAL
6 1270.38851019.634100	FAP6 STATE MATCH	AMT6 0.00	20% STATE
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

Date: May 20 2011 Consultant/Contractor: [Signature] 6/8/11

Date: Director of Transportation

Date: 6/7/11 State Purchasing Agent/Authorized Agent: [Signature] 6/13/11

Pre-Audit	Data Entry
VAR	5/31/11

White = Agency
Green = FHWA
Yellow = Contract Administration
Pink = Consultant
Golden = Purchasing

Department of Transportation
Program Development

REPORT OF CHANGE (ROC)

Location: Barrington, Rhode Island

RIC No. 2001-EB-006

Project: Comprehensive Bridge Rehab. Program Grp. 6

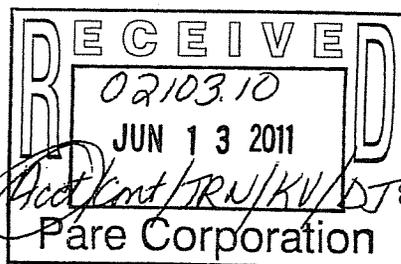
RIFAP No. SEE BELOW

Consultant: Pare Corporation

ROC No. 29

This Report of Change is necessary to authorize the Consultant manhours for the work effort associated with the additional survey for the wetland resource mitigation areas, performance of test pits to determine the soil profile in the area of the wetland mitigation, redesign of the drainage outfall as a result of comments from the RIDEM Water Quality and the additional project limits, the wildlife and fisheries studies, and the study of boat traffic through the bridge project for Central Bridge No. 182 as part of the above referenced project.

[See attached Compensation Summary Sheet(s)]



BRM-BCDR (008)	55,182.39	80% FEDERAL
STATE MATCH	13,795.60	20% STATE
BRO-BCDR (009)	0.00	80% FEDERAL
STATE MATCH	0.00	20% STATE
BHO-BCDR (010)	0.00	80% FEDERAL
STATE MATCH	0.00	20% STATE

By Consultant:	\$36,551.59
Subconsultant Services:	32,304.00
Direct Expenses:	122.40
Total Requested:	\$68,977.99

Based on Design Section's review letter dated May 19, 2011 and the Consultant's request dated April 26, 2011, copies attached, the Department recommends approval of this ROC.

<i>5/24/11</i> Date	<i>[Signature]</i> Highway/Bridge/Traffic Engineer	<i>[Signature]</i> Date	<i>[Signature]</i> Consultant
<i>5/24/11</i> Date	<i>[Signature]</i> Section Chief	<i>[Signature]</i> Date	<i>[Signature]</i> Federal Agency (If Required)
<i>[Signature]</i> Date	<i>[Signature]</i> Division Chief	<i>[Signature]</i> Date	<i>[Signature]</i> Federal Funding Review

Comments:

- Participating
- Non-Participating

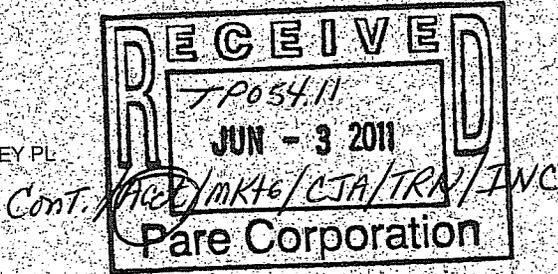


Notice of Blanket Purchase Agreement

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

will be 11070.00

PARE CORPORATION
8 BLACKSTONE VALLEY PL
LINCOLN, RI 02865
United States



A&E SERVICES-DESIGN SECURITY
ENTRANCE AT SCHOFIELD ARMORY
(MILITIA)

Award Number: 3231853
Effective Period: 27-MAY-11 - 26-NOV-11

S H I P P I N G T O	MS OFFICE OF PUBLIC SAFETY 645 NEW LONDON AVE CRANSTON, RI 02920 United States	Date: 25-MAY-11 Buyer: J Moynihan Shipping: Paid Terms: NET 30 Vendor #: 1149	I N V O I C E	DOA CONTROLLER ONE CAPITOL HILL, 4TH FLOOR SMITH ST PROVIDENCE, RI 02908 United States
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Department	Type of Requisition	Bid Number	Requisition Number
MS		7448235 XXXX	1194066
Line	Item	Unit	Unit Price

		5/27/11 - 11/26/11 A&E SERVICES FOR DESIGN OF SECURITY ENTRANCE AT SCHOFIELD ARMORY IN ACCORDANCE WITH THE PROVISIONS OF REP #7448235 AND THE ATTACHED AGREEMENT FOR PROFESSIONAL SERVICES DATED 5/2/11 BY AND BETWEEN THE RI ARMY NATIONAL GUARD AND PARE CORPORATION WHICH, IN CONFLICT, ARE SUBSERVIENT TO THE STATE'S GENERAL CONDITIONS OF PURCHASE. NOT TO EXCEED - \$49,900.00		
1	APA-10164 - 5/27/11-11/26/11 - PRINCIPAL	Hour	160	
2	APA-10164 - 5/27/11-11/26/11 - PROJECT MANAGER	Hour	145	
3	APA-10164 - 5/27/11-11/26/11 - SENIOR ENGINEER	Hour	95	
4	APA-10164 - 5/27/11-11/26/11 - STAFF ENGINEER	Hour	85	
5	APA-10164 - 5/27/11-11/26/11 - CAD / TECHNICIAN	Hour	75	
6	APA-10164 - 5/27/11-11/26/11 - QUALITY ASSURANCE / QUALITY CONTROL	Hour	145	
7	APA-10164 - 5/27/11-11/26/11 - BUDGETED MISCELLANEOUS EXPENSES (PRINTING, MILEAGE, ETC.) AGENCY CONTACT: MICHAEL DISTEFANO - (401) 275-4024 - (TUESDAY - FRIDAY) SUPPLIER TELEPHONE # (401) 334-4100 SUPPLIER FAX # (401) 334-4108	Each	1	

STATE PURCHASING AGENT
Lorraine A. Hynes
Lorraine A. Hynes

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.

VENDOR

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This AGREEMENT made this 2 day of May 2011, by and between the R.I. Department of Administration, Division of Purchases (RIDOA), on behalf of the R.I. Army National Guard (RIARNG); 645&705 New London Avenue, Cranston, RI 02920, hereinafter referred to as Client, and Pare Corporation, 8 Blackstone Valley Place, Lincoln, Rhode Island, hereinafter referred to as PARE.

WHEREAS, Client desires to employ PARE to provide professional services for the Engineering Design Services for Security, Parking and Drainage Improvements at the Command Readiness Center/Emergency Management Agency (CRC/EMA), Schofield Armory complex in Cranston, herein called the Project, and

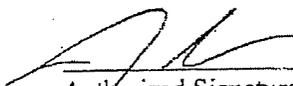
WHEREAS, PARE has submitted a proposal for the aforesaid work dated March 3, 2011, and signed by John P. Shevlin, P.E., the terms and conditions of which proposal, including fees, are satisfactory to Client, and

WHEREAS, a retainer payment in the amount of Zero Dollars (\$0.00), is required from the Client to PARE, the receipt of which by PARE is required before work may begin on the Project,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that PARE shall furnish professional services and Client shall make payment for same in accordance with the terms and conditions set forth in said proposal and schedule marked "Exhibit A", and as set forth in Statement of Terms and Conditions, marked "Exhibit B", which exhibits are attached hereto, and are hereby made a part of this AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as of the day and year first above written.

Pare Corporation



Authorized Signature

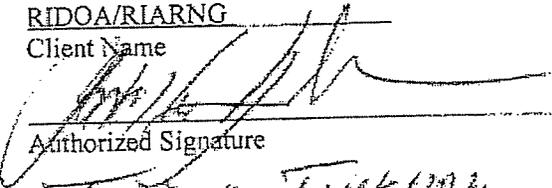
John P. Shevlin, P.E.

Name

Senior Vice President

Title

RIDOA/RIARNG

Client Name


Authorized Signature

Todd M. Tinkham

Name

CFO / Admin Mgr

Title

Exhibit A

PROJECT UNDERSTANDING

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Militia of the State/Emergency Management Agency (EMA) is seeking proposals for Architectural and Engineering Services for the furnishing of all related engineering for site redesign of the site security, entranceway, facility parking & site drainage at the Command Readiness Center (CRC)/ Emergency Management Agency (EMA) and Schofield Armory complex located in Cranston, Rhode Island.

In response to this request, the Pare Corporation (PARE) team will furnish the necessary plans and specifications for a phased site redevelopment, in accordance with the terms of this solicitation and the State's General Conditions of Purchase. The anticipated phased tasks as PARE understands them are as follows:

- First Priority – Existing Guard Shack Relocation
- Phase 1 – Perimeter Security Fencing
- Phase 1A – New Guard Shack and Driveway Entrance
- Phase 2 – New Parking Lot at Rear of the Site and EMA Trailer
- Phase 3A-C – Existing Parking Lot Improvements with Lighting
- Phase 4 – Relocation of the EMA Trailer & Generator

The project program will include providing Type A planning and conceptual design ideas, Type B final design services and schedules, preparing construction bid documents including technical specifications, preparing an opinion of probable costs, and assisting in providing limited construction administration services that will be contracted separately by supplemental agreement. As part of this proposal, PARE has done the initial work necessary to become very familiar with the project scope by visiting the site as part of the mandatory pre-proposal meeting at the CRC/EMA Schofield Armory complex to discuss project specifics and to allow us to study the objectives as described in the State's Request for Proposals (RFP).

Access, security and parking are all important factors for the success of virtually every type of public/military facility; they can influence the appearance of a locale in relation to both residential and institutional abutters as good neighbors, they may or may not provide the perception of the safeness or security of an area, and they are vital components in unifying and bringing together both a public/military facility that can function well within its surroundings while trying to meet the current US military standards for Anti-Terrorist Force Protection measures. All public/military facilities need a well-planned, secure entranceway and easy-to-use parking systems that bring the facility together, reduce the amount of traffic congestion, and ultimately result in a convenient experience for the end-users.

Exhibit A

SCOPE OF WORK

As a result of our assessment of the CRC/EMA Schofield Armory complex's needs, we have developed a project work plan that identifies the issues associated with development of a new security entranceway, upgrading the site parking areas and providing the fencing, lighting, and utilities to service these improvements. The following tasks will be accomplished as part of this project and will be considered as our Scope of Work for this project. Our anticipated Design Schedule for performing these tasks follows this Scope of Work.

- I. **Meetings, Coordination and Correspondence:** Throughout the design and phased development of this project program, coordination meetings will be held with the designated administration and staff of the National Guard CRC/EMA Schofield Armory (National Guard) to discuss issues and the results of each of the milestone tasks. We understand that the ultimate success of this project is quite dependent on a solid coordination effort between PARE and the National Guard. Design issues and scheduling issues may occur during the project development that will require direction in order to maintain the design schedule. Meetings are anticipated to be held at each of the review stages of development including a kick-off meeting upon a written notice to proceed. Coordination efforts with the administration throughout these phases will be essential to minimize impacts and discuss funding availability to determine if any or all the project phases can be combined throughout the development of this program.
- II. **Type A Investigation Phase Services (100%):** Upon a receipt of a notice to proceed, PARE's Project Manager and Engineer will attend a kick-off meeting to obtain ideas and discuss program development goals of the National Guard. After this meeting, our staff will review the existing survey plans previously prepared by others and visit the project site areas to collect data and obtain/verify the existing information relevant to the security entrance, existing building structures, existing parking lots and existing utility infrastructure that will be essential in completing the design for this project. The collected information will be evaluated to develop a conceptual master plan of the entire project program with phasing necessary to obtain a clear picture of the proposed improvements that will include but may not be limited to:
 - New entranceway with stacking/ bypass lanes;
 - Temporary & permanent security guard shack;
 - Limits of new and/or relocated fencing;
 - Layout of existing and new parking lots;
 - Traffic study & site circulation improvements;
 - Relocation of EMA trailer building;
 - Supplemental site lighting;
 - Modifications to the existing site drainage;
 - New site signage with striping & ADA compliance improvements; and
 - Other miscellaneous security elements, i.e. communication & power systems.

Exhibit A

III. **Type B Design Phase Services (35%, 65%, 95% & 100%):** Upon acceptance of the conceptual design plan under the Type A services by the National Guard, PARE will prepare the final design plans that will provide the detail necessary for construction. The plans will provide the detail necessary to layout the proposed work, including the new areas of expansion, as well as the areas planned for redevelopment. Surface types, curbing, sidewalks and site clearing will be identified on the plans. Geometric data for the layout of the new entranceway lanes and parking lots will be provided. Any drainage and utility improvements (lighting, power and communications) along with grading modifications will also be identified. Proposed striping and signage improvements will be delineated, along with ADA ramps and walkways. Details for the pavement structure, building relocations, utility services, security fencing, etc. will be shown in this plan set. The design phase will develop through a series of submission stages based on a percent of the work completed. These design stages include the 35%, 65%, 95% and 100% submissions. The anticipated work will consist of the following:

Design Drawings: The design drawing will be prepared at an appropriate design scale, such as a scale of 1"=20' with a one-foot contour interval. The plan set will be developed in AutoCAD and include a Cover Sheet, Key/Locus Plan, General Notes, General Site & Location Plans, Grading Drainage & Utility Plans, and various Detail Sheets.

Specifications: Technical specifications for the proposed work will be developed in CSI Master Spec format and reference where possible the Rhode Island Department of Transportation latest Blue Book standards items. A contract document book detailing the general conditions and bidding procedures will be compiled for advertisement for construction based on standardized documents prepared and supplied by the National Guard. These documents will be prepared in Microsoft Word format.

Opinions of Probable Construction Cost: An opinion of probable cost for the proposed improvements will be compiled to estimate project costs. This information may be used for determining the phasing of the project based on the availability of funding.

Based on the scope of services listed in the RFP, our field visit and review of existing documentation, the following proposed design services will be provided for each of the following Type B Design Phases:

First Order Priority – Existing Guard Shack Relocation

Under this first task assignment, PARE's Project Team will prepare the design for the relocation of existing guard shack to the existing two-lane, bi-directional entrance driveway. The anticipated design work to be provided under this task includes:

1. Develop a temporary foundation pad along the southeasterly side of the existing entrance roadway. The proposed work will be performed in such a manner to allow for continuous uninterrupted vehicle access to the site at all times.
2. Relocate the existing prefabricated modular guardhouse, currently on-site including the necessary temporary utilities to include, but not limited to electrical power and telecommunications services. A concrete base slab will be designed for the relocated guard shack.

Exhibit A

3. A new emergency electrical feed will be provided from either the National Guard Headquarters Building or the EMA Headquarters Building. Existing services (security, communications, remote gate operation and fire alarm system equipment) will be relocated as required. The communication systems in the Guard Shack shall be connected to a portable UPS.
4. Provide temporary site lighting installed at existing driveway with relocated guard shack to be controlled automatically by photo-cell sensors.
5. Regrade/relocate grass swale or provide a temporary drain pipe to allow positive drainage flow to be maintained within the location of relocated guard shack.
6. Reclaim a portion of the existing driveway pavement in place and provide new bituminous pavement from Garden Hills Parkway to sliding security gate. Also provide speed bump in advance of relocated guard shack.
7. Provide for loam & seeding in all areas disturbed that are not paved.
8. Add pavement directional markings such as double yellow center line, traffic flow arrows, words "STOP" "EXIT", and speed bump markings as well as signage such as "STOP AHEAD", "STOP", "NO PARKING ANY TIME", gate hours sign and multiple rectangular red & white chevron warning signs.
9. Evaluate the feasibility to motorize the existing manual sliding access gate at end of driveway with remote controlled capabilities from within the temporary guard shack as an Add Alternate bid item.

Phase 1 – Perimeter Security Fencing

For this phase, PARE will provide the design for extending the security fencing to match existing anodized metal fence that will be set 12 feet off the property line and be designed, where possible in accordance with US military standards for Anti-Terrorist Force Protection measures UFC 4-022-01. The design will include the clearing and grubbing of the existing natural vegetation within 32 feet of the property line for installation of security fence, and provide a vegetation screen to be planted on the property line to provide a visual barrier for abutting neighbors, including loam & seeding of the disturbed areas.

Also, work under this task will include the removal & disposal of the existing chain link fencing after new anodized metal security fence is installed, as well as include remote access gates to be installed within the perimeter fencing. The relocated existing Guard Shack will serve as the remote access point on a temporary basis to control the opening and closing of gates. Remote IP cameras will be provided around perimeter fencing and at all access points within the perimeter fencing under this Phase 1 task assignment.

Phase 1A – New Guard Shack & Entrance Drive

This Phase 1A work entails the re-design of existing two-lane entrance driveway to comply with the general intent of the conceptual plan provided by the National Guard in Addendum No. 1.

The proposed design will be developed to include the following design elements:

Exhibit A

1. The design for the new guard shack will attempt to integrate the US military standards for Anti-Terrorist Force Protection measures UFC 4-022-01 where possible and coordination with Army Corps of Engineers Protective Design Center (USACE-PDC) & Military Surface Deployment and Distribution Command Transportation Engineering Agency (MDDC-TEA) throughout this phase of the design.
2. As part the initial phase of this Phase 1A design, a traffic study will be prepared in accordance with USACE-PDC & MDDC-TEA. The study will include peak hour traffic counts to determine the length of the traffic queuing for the new access driveway and a sight distance analysis at the intersection of the new driveway and Garden Hill Parkway where an existing Hot Box exists that may limit sight distance.
3. Install a new prefabricated modular guardhouse (supplied by owner), with the necessary utilities to include, but not limited to electrical power, HVAC, telephone and communications, including remote video surveillance. Also conduit provisions for future power and communications to a new Guard Shack will be included as well as for future crash gates and new lighting at a security canopy add alternate.
4. Provide for a double point (Sally Port Design) fence and access gates with sliding capabilities. The new fence will be installed alone or as close as possible to the property line. Also the design will utilize existing fence line and gates as second line of fence in "Sally Port Design". Continuous uninterrupted access must be maintained to the site at all times.
5. Provide access gates with motorized remote controlled sliding capabilities and utilize existing fence line and gates where possible if feasible.
6. Provide remote controls for all security features such as gates, lights, etc. Gate control will be on command at both guard posts, vehicle detection pavement loops and either card reader or key pad control pedestal. Lights will be controlled automatically by photo-cell sensors and motion sensor. Lights will be provided at guardhouse, immediate areas & inspection lane.
7. The design for the paved driveway(s) will be channelized by passive barriers. Entrance and exit lanes will be separated with entrance refusal exit lane to be provided for any vehicles including car & trucks of all sizes. In addition, a vehicle inspection lane will be incorporated into the design to move vehicles out of the through traffic lane for inspection. Loam & seed will be provided in all disturbed areas not paved.
8. Provide pavement directional markings such as arrows, "STOP" & "EXIT" and signage such as "ONE WAY", "STOP" and others to provide clear information for proper operations and circulation for the new ACP security entrance.
9. Provide security gate for the Schofield Armory parking area with integrated remote access for emergency vehicles such as fire apparatus. A speed bump is to be included in the design. The new entrance design will match into existing physical features beyond existing entrance gate at end of existing driveway for continuous service during and after various project phases.

Included as part of this Phase 1A work, there will be a number of Add/Alternates within the bid documents for this project as listed herein:

Exhibit A

1. Provide the design alternate for a security crash arm barrier, such as Tymedal Corp. TYM-6010 Crash Barrier Arm, DOS K-12 rated on entrance lane only beyond guardhouse and before second fence line gate.
2. Provide for a design alternate for a Canopy structure over vehicle inspection lane. This structure should be large enough to cover standard tractor trailer with adequate overhang so as to protect guard from weather during inspections.
3. Provide for a blast containment wall between entrance lane and prefabricated modular guardhouse in lieu of guardhouse with blast resistant walls as an add/alternate in the bid proposal.

During the development of this design phase contract, PARE will examine several alternatives to the items listed above as part of this design. These alternate include:

- The possible removal/relocation and reinstallation of existing fence and gates.
- The possible relocation of existing above ground utility water vault (hot box) to improve vehicle sight distance if funding is available.

Phase 2 - New Parking Lots (at Back of Site and EMA Trailer)

Under this Phase 2 assignment, PARE will develop both preliminary and final design plans along with contract documents for two new parking areas to supplement the existing parking lots within the site. The areas anticipated to be developed are located at the back of the site and the area now occupied by the existing EMA trailer that both abuts existing residential properties. In the developing the new design plans, we will utilize the general concept plan, provided by the National Guard, to build upon and further develop the parking site plans, while trying to comply with the general intent of the new concept layouts. These parking lots will need to be constructed first to be used as alternate parking before the existing parking lots A, B, and C can be rehabilitated under Phase 3. The work to be included as part of this Phase 2 design includes;

1. Develop new site plans that will include the clearing and grubbing of both the back property and the side property where the EMA trailer exists, as well as the regrading of the sites with the addition of retaining walls if needed based on existing topography conditions.
2. Relocate or dispose existing two metal sheds and gazebo and relocate dumpster with enclosures.
3. Prepare a stormwater drainage study to address additional pavement run-off from the impervious paved surfaces. As part of this work, we will address water quantity and quality requirements in accordance with the RI Stormwater Design Manual to provide proper mitigation using Low Impact Development (LID) techniques where feasible under the redevelopment guidelines of the new Manual. Additionally we will provide and file the necessary RIPDES permit requirements for 1 or more acres of disturbed land.
4. Measure the existing parking lot lighting levels to determine the proper level of lighting needed for design of the new security lighting. The proposed system will consist of light poles, conduit and wiring for both the site and security lighting. The lighting to be considered

Exhibit A

will be preferably LED type and provide IP cameras for security within the lots. Additionally we will provide for future conduits for future consideration for power pedestal charging stations for charging electric cars.

5. Provide for new concrete walkways & stairs from new parking area up to existing CRC parking lot.
6. Provide for signing and striping within the new lots and existing lots to ensure proper circulation throughout the facility as a whole.
7. Provide for loam & seeding of all disturbed areas, as well as possible landscape screening between the residents and the new parking facilities.

Phase 3A, 3B & 3C – Existing Parking Lot Improvements

This phase of work entails the redesign for maximizing parking efficiency within the three main existing parking areas, including the restoration of the existing pavement structure and sidewalk areas. These lot are identified as: Lot A—located along the east side of CRC/EMA buildings; Lot B—being the middle lot between CRC/EMA & Schofield Armory; and Lot C—along the west side of Schofield Armory. Under this task, PARE will provide for the following:

1. Assess the existing pavement structure to determine the best means for rehabilitation of the existing lots. Resurfacing of lot by cold plane & overlay or tack coat & overlay is a possibility. However, the long-term alternative of either full-depth reconstruction or pavement reclamation should be considered, particularly since many sections have already experienced fatigue cracking.
2. Re-grade portions of the adjacent areas to extend or expand the existing lots and provide for retaining walls if needed based on existing topography.
3. Conduct a drainage study to address additional pavement run-off if needed. Also maintain existing drainage patterns where possible.
4. Repair and/or replace existing sidewalks and provide for ADA-compliant walkways with handicap ramps throughout the facility.
5. Measure existing parking lot lighting levels and retrofit the existing lot to LED type lighting and add IP security cameras. Consideration for car charging pedestals will be investigated for feasibility.
6. Provide for new signing and striping within the improved lots consistent to new lots in Phase 2 to ensure proper circulation throughout the facility as a whole.
7. Provide for loam & seeding of all disturbed areas.
8. Relocate the existing dumpster enclosures to the New London Avenue property line.

Phase 4– Relocation of EMA Trailer

This phase entails a study to redesign for maximum parking efficiency in the northeast corner of property in the area of the existing EMA double wide trailer. PARE understands that this phase of the work must be completed prior to, or in conjunction with, the start of construction of the Phase 2 New Parking lot work. Under this task, PARE will provide for the following.

Exhibit A

1. Assess the City codes to verify required setback requirements from the property line for trailer structure.
 2. Design for new utility hookups for security, communications and fire alarm system equipment, including a new electrical feed from National Grid along with the necessary work needed to relocate the existing generator.
 3. Provide for site lighting at and around the trailer site to include conduit, wiring, light(s) and pole(s).
 4. Investigate the need, if any for addressing drainage run-off from the trailer and related site improvements.
- IV. **Type C - Construction Administration Services:** PARE will be available to provide the following Construction-Phase Services for this project either by supplemental agreement or under a separate contract. These services would consist of any or all of the following tasks:
- Pre-Bid Conference: Attend the pre-bid conferences, at which details of the proposed construction can be discussed with the prospective bidders.
 - Contract Addenda: Prepare addenda as required to resolve Contractor's comments and discrepancies that may arise during the bidding of each of the project contracts.
 - Bid Evaluation: Reviewed and tabulate the submitted bid proposal and provide assistance in the evaluation of bids for the award of a construction contracts.
 - Pre-Construction Conference: Attend pre-construction conferences, at which details of the proposed construction can be discussed with the successful bidder and other appropriate groups or individuals.
 - Shop Drawings Review: Review submittals for compliance with the plans, specifications, and contract documents, and for general conformance with the design concept.
 - Site Visits and Construction Observation: Provide limited site reviews as necessary of the proposed work site to answer questions during construction and to observe and report on the progress and the quality of the executed work. Also we would prepare an opinion of whether or not the work is proceeding in accordance with the contract requirements. Reports of findings and outstanding issues will be developed to document the each site visit. If desired, PARE can also provide the following construction services:
 - Review and process change orders.
 - Determine amounts of progress payments due, based on degree of completion of the work, and recommend issuance of such payments.
 - Conduct a final observation and report on completion of the project, including recommendations concerning final payments to contractors and release of retained percentages.
 - Review record drawings of all improvements based on information provided by the Contractor.
 - Supervise the project closeout to ensure the necessary approvals, as-built drawings, and other materials are obtained and submitted to the Town.

Exhibit A

SUB-CONSULTANTS *(Retained by the Prime Consultant)*

For work outlined above, the following is a list of Sub-consultants to be used on this project:

- Gaskell Associates; 1341 Elmwood Ave.; Cranston, RI 02910 – Electrical/Mechanical Engineer
 - Diane C. Soule & Assoc, ASLA; 422 Farnum Pike, Smithfield, RI 02917. - Landscape Services **
 - Trafinfo Communications, Inc.; 556 Lowell Street, Lexington, MA 02360 - Traffic Engineer **
 - Copy World, Inc.; 290 Taunton Avenue; East Providence, 02914 – Printing Services **
- (** Indicates Certified DBE Business Enterprise in Rhode Island)

SCHEDULE

The following Proposed Project Schedule for design has been compiled based on typical design submissions and reviewing periods by the necessary agencies. PARE understands that the intent of this project scope and schedule is to provide the design of the entire project at one time and then develop each or all phases into shovel ready project contracts for bidding based on available funding amounts and sources.

Contract Authorized & Kick-off Mtg. w/ RIANG	May 2, 2011 (Assumed)	(Total Days 1)
Type A – Investigative Services / Master Plan	May 2 – May 27, 2011	(Total Days 26)
Presentation of Master Plan to Owner for Review	May 27 – June 10, 2011	(Total Days 40)
Type B – Final Design 35% Submission	June 10 – July 1, 2011	(Total Days 61)
Presentation of 35% Design to Owner for Review	July 1 – July 15, 2011	(Total Days 75)
Type B – Final Design 65% Submission	July 15 – Aug. 5, 2011	(Total Days 96)
Presentation of 65% Design to Owner for Review	Aug. 5 – Aug. 19, 2011	(Total Days 110)
Type B – Final Design 95% Submission	Aug. 19 – Aug. 31, 2011	(Total Days 122)
Presentation of 95% Design to Owner for Review	Aug. 31 – Sept. 14, 2011	(Total Days 136)
Type B – Final Design 100% Submission	Sept. 14 – Sept. 28, 2011	(Total Days 150)

Note: Construction Contracts for each of the project phases will be prepared for bidding based on the available funding and could be authorized at any time over the next five (5) years. Construction services for bidding and administration will be by supplemental agreement based on our submitted fee rates.

Exhibit A

PROJECT DELIVERABLES

Our Project Team anticipates submitting one (1) full size and two (2) half size plan sets at each of design submission phases (A-10%, B-35%, B-65%, B-95% and B-100%) to the Client. When the plans are finalized and ready for construction, we will submit one (1) PDF digital copy of bidding documents to the client for construction bidding purposes.

All contract drawings will be submitted in AutoCAD at the end of the project as required by the Client. All specifications will be prepared in CSI Masterspec and submitted digitally in Microsoft Word 2007 format. Opinion of construction cost estimates will be provided in Microsoft Excel spreadsheet format.

FEE

For work outlined above, a Not-To-Exceed Fee has been established:

Type A & B – Design Services:	\$ 49,900.00 (See Attached Cost Proposal)
Type C –Construction Administration Services:	by Supplemental Agreement

See attached "Schedule of Fees" for supplemental services other expenses.



EXHIBIT B

STATEMENT OF TERMS AND CONDITIONS

Attached to and made a part of the Agreement for Professional Services dated April ____, 2011, by and between The RIDOA / RIANG (Client) and Pare Corporation, (PARE) in respect of providing professional services for the Engineering Design Services for Security, Parking and Drainage Improvements at the Command Readiness Center/Emergency Management Agency (CRC/EMA), Schofield Armory complex in Cranston.

SECTION 1. SERVICES TO BE PROVIDED

- 1.1 PARE hereby agrees to provide Client with the services set forth in the Proposal for Services and under the terms and conditions set forth herein.
- 1.2 This Agreement, once executed, will become effective upon PARE's receipt of written authorization to proceed. The attendant Proposal for Service is subject to renegotiation if acceptance by this Agreement is not received within sixty (60) days.
- 1.3 Client acknowledges that work shall proceed under the defined scope of services only upon receipt by PARE of a signed Agreement (this Agreement) and, if required, a retainer payment. The retainer amount shall be held by PARE and shall be applied against the final invoice. In the event the amount of the retainer exceeds the final invoice, PARE shall refund the balance with the final invoice. If the final invoice exceeds the retainer, the Client shall promptly remit the amount due.
- 1.4 If CLIENT authorizes changes in the scope, extent, or character of the PROJECT, then the time for completion of PARE's services, and the rates and amounts of PARE's compensation shall be adjusted equitably.
- 1.5 If PARE's services include the performance of any services during the construction phase of the Project,
 - a. it is understood that the purpose of any such services (including any visits to the site) will be to enable PARE to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide Client with a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Neither the professional activities of PARE, nor the presence of PARE or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. PARE personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in Client's agreement with the General Contractor. Client also agrees that Client, PARE and PARE's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.



EXHIBIT B

b. (*Shop Drawing Review*) it is understood that PARE shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. PARE's review shall be conducted with reasonable promptness while allowing sufficient time in PARE's judgment to permit adequate review. Review of a specific item shall not indicate that PARE has reviewed the entire assembly of which the item is a component. PARE shall not be responsible for any deviations from the Construction Documents not brought to the attention of PARE in writing by the Contractor. PARE shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

SECTION 2. BILLING AND PAYMENT

2.1 Client agrees to pay PARE in accordance with the rates and charges set forth in the attached Proposal for Services. Invoices for services rendered and expenses incurred will be submitted monthly by PARE to Client. All such invoices shall be due and payable upon receipt. Additionally, in the case of a lump sum method of compensation, invoices will be based upon PARE's estimate of the proportion of the total services actually completed at the time of billing.

2.2 All invoices shall be paid in full prior to the filing by PARE of any documents with a governmental agency having jurisdiction over this Project.

2.3 In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be promptly paid.

2.4 If Client fails to make any payment due PARE for services and expenses within ninety (90) days after the invoice date of PARE's statement therefore, PARE may, after giving seven (7) days written notice to Client, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses. Unless PARE receives payment in full within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, PARE shall have no liability to Client for delay or damage caused Client because of such suspension of services.

2.5 In the event of termination by Client under Section 17, Client shall remain liable for and shall promptly pay PARE the full amount for all services rendered by PARE to the date of termination and all termination costs together with interest on all overdue accounts in accordance with the foregoing rate and attendant attorneys' fees and costs of collection. No failure by PARE to exercise any right hereunder shall operate as a waiver nor preclude PARE from exercising any other right.

2.6 If Client fails to make payment to PARE in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by PARE.



EXHIBIT B

2.7 In the event legal action is necessary to enforce the payment provisions of this Agreement, PARE shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by PARE in connection therewith and, in addition, the reasonable value of PARE's time and expenses spent in connection with such collection action, computed at PARE's prevailing fee schedule and expense policies.

2.8 Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

2.9 Payment of invoices to PARE is the sole responsibility of the signatory of this Agreement and is not subject to third party agreements.

SECTION 3. ADDITIONAL SERVICES

3.1 Services required by Client, which are not part of those described in the Proposal for Services, shall be considered Additional Services. Additional Services shall be furnished by PARE, or obtained from others by PARE, if requested in writing by Client. Client shall pay PARE for Additional Services in accordance with rates and charges agreed to in writing prior to authorization by Client.

3.2 Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin. Oral directives by Client authorizing Additional Services will be confirmed in writing by PARE. Client shall pay PARE for orally directed Additional Services furnished by PARE in accordance with PARE's current Schedule of Fees unless other rates and charges for compensation are agreed to prior to the completion of the authorized Additional Services. PARE reviews its Schedule of Fees annually and reserves the right to adjust its schedule accordingly.

SECTION 4. REIMBURSABLE EXPENSES

4.1 Normal reimbursable expenses are in addition to the fee for services. Internal expenses incurred and allocated to the project will be billed to Client in accordance with our fee proposal and/or our attendant Schedule of Fees. Outside expenses incurred and allocated to the project shall be billed at rate of 1.1 times the amount expended. Reimbursable expenses include, but are not limited to, expenses associated with the Project such as: travel including transportation, meals and lodging; printing, copying and handling of documents; computer charges including computer-aided design; film and processing; telephone calls and other communications charges; postage and delivery; equipment for tests; and securing approval of authorities having jurisdiction over the Project and not specified as part of the fee.

SECTION 5. CLIENT'S RESPONSIBILITIES

5.1 PARE shall indicate to Client the information needed for rendering of services hereunder. Client shall provide to PARE all criteria and full information as to Client's requirements for the Project and such other information as is available to Client and Client's consultants and contractors, and PARE shall be entitled to rely upon the accuracy and completeness thereof. Client recognizes that it is impossible for PARE to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling the information Client is providing.



EXHIBIT B

5.2 Client shall designate in writing a person to act as Client's representative with respect to the services to be rendered; shall examine and respond promptly to PARE's submissions; and shall give prompt written notice to PARE whenever he observes or otherwise becomes aware of any defect in the work.

5.3 Client shall arrange for access to and make all provisions for PARE to enter upon public and private property as required for PARE to perform his services.

5.4 Client acknowledges that invoices must be kept current for services to continue. If Client fails to pay any invoice due to PARE within 90 days of the date of the invoice, PARE may, without waiving any other claim or right against Client, suspend services under this Agreement until PARE has been paid in full all amounts due PARE and/or any of its Consultants and Subcontractors (See Paragraph 2.4). Sealed plans, final documents, reports and attendance at meetings/hearings will not be provided unless payment for services is current. Client acknowledges PARE's right to suspend services and withhold plans and documents, as provided above if payments are not current. If services are suspended for 30 days or longer, upon resuming services PARE shall be entitled to payment for expenses incurred in the interruption and resumption of services. If services are suspended for 90 days or longer, PARE shall be entitled to payment for expenses incurred in the interruption and resumption of its services, and fees for remaining services shall be equitably adjusted.

SECTION 6. INSURANCE

6.1 PARE is covered by Workers' Compensation Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Liability Insurance. We will furnish information and certificates upon request.

SECTION 7. STANDARD OF CARE

7.1 Services provided by PARE under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locality.

SECTION 8. USE OF DOCUMENTS

8.1 All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media prepared or furnished by PARE under this Agreement are instruments of service in respect to this Project, and PARE shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of PARE) whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed or sealed by PARE or one of its Consultants.

8.2 A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.



EXHIBIT B

8.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

8.4 When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator. If any information is provided in electronic format, Client recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents are provided to Client for informational purposes only and not as record documents.

8.5 Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. PARE grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by PARE, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by PARE; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by PARE, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to PARE or to PARE's Consultants; (3) Client shall indemnify and hold harmless PARE and PARE's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by PARE; (4) such limited license to Client shall not create any rights in third parties.

8.6 If PARE at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate PARE at rates or in an amount to be agreed upon by Client and PARE.

SECTION 9. OPINIONS OF PROBABLE COST

9.1 Since PARE has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable project cost and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but PARE cannot and does not guarantee nor make warranty, expressed or implied, that proposals, bids, or actual project or construction cost will not vary from opinions of probable cost prepared by him. Similarly, since PARE has no control over building operation and/or maintenance costs, PARE cannot and does not guarantee that the actual building or system operating or maintenance costs will not vary from any estimates given by PARE.



EXHIBIT B

SECTION 10. CERTIFICATIONS

10.1 Client shall not request certifications and/or affidavits that would require knowledge or services beyond the scope of this Agreement and/or beyond the professional qualifications and engineering expertise of PARE. PARE shall not be required to sign any documents, no matter by whom requested, that would result in PARE having to certify, guaranty or warrant the existence of conditions whose existence PARE cannot ascertain. Any certification provided by PARE shall be so provided based on PARE's knowledge, information and belief subject to the preceding sentence, and shall be given in PARE's professional opinion consistence with the Standard of Care. PARE shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.

10.2 The proposed language of any such certificates, affidavits or certifications requested of PARE or PARE's consultants shall be submitted to PARE for review and approval at least fourteen (14) days prior to expected execution.

SECTION 11. LIMITATION OF LIABILITY

11.1 To the maximum extent permitted by law, Client agrees to limit PARE's liability to Client for or on account of all claims and/or damages of any nature whatsoever caused by or arising out of PARE's performance of its services, such that the total aggregate liability of PARE for any and all claims and/or damages of any nature whatsoever, arising out of the performance of PARE's services on the Project, shall not exceed \$50,000 or PARE's total fee for services rendered on the Project, whichever is greater.

11.2 Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any special, indirect, incidental, or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by Client or PARE, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

SECTION 12. SERVICES MADE NECESSARY BY LACK OF CONTRACTOR PERFORMANCE

12.1 It is Client's responsibility to hire the Contractor, and it is the Contractor's responsibility to install and complete fully operable systems. Client agrees to pay PARE costs in accordance with the attached Schedule of Fees for all its trouble-shooting work due to Contractor's inability to achieve satisfactory operation. Client shall hold harmless, defend and indemnify PARE, its officers, agents, employees and consultants, from any and all liabilities, claims, damages and suits arising out of the negligence of Client or its agents, or liability due to the negligence of any contractor(s) performing any portion of the work and supplying any materials, or any other parties, except for any liability of PARE, or its consultants, due to the sole negligence of PARE, or its consultants.



EXHIBIT B

SECTION 13. HAZARDOUS WASTE/ASBESTOS/CONTAMINANTS

13.1 In consideration of the substantial risks to PARE involving or relating to the actual or threatened release, escape or discharge of hazardous waste, asbestos and/or other contaminants, it is agreed that Client to the fullest extent permitted by law, shall release and indemnify and hold harmless PARE and its consultants, agents and employees, from and against all claims, damages, losses and expenses, direct and indirect, including but not limited to attorneys' fees and defense costs, arising out of or resulting from the performance of any services by PARE, or claims against PARE related to, involving or arising out of hazardous waste, asbestos or other contaminants.

SECTION 14. INDEMNIFICATION

14.1 PARE agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by PARE's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom PARE is legally liable.

14.2 The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless PARE, its officers, directors, employees and subconsultants (collectively, PARE) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

14.3 Neither the Client nor PARE shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

SECTION 15. SUSPENSION OF SERVICES

15.1 If the Project is suspended by Client, or the services are suspended by PARE in accordance with Paragraph 2.4 and/or Paragraph 5.4 of this Agreement for more than thirty (30) calendar days in the aggregate, PARE shall be compensated for services performed and charges incurred prior to receipt from Client or issuance by PARE of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. Depending on the duration of the stoppage, an additional adjustment may be necessary to cover wage increases and general escalation. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days in the aggregate, PARE may, at his or her option, terminate this Agreement upon giving notice in writing to Client.

SECTION 16. DISPUTE RESOLUTION

16.1 Any disputes arising out of or relating to this Agreement, including disputes under termination, shall first be submitted to nonbinding mediation unless the parties mutually agree otherwise.

16.2 The parties further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with



EXHIBIT B

subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

16.3 On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of the meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties.

16.4 Any dispute not settled by agreement of the parties shall be decided by litigation in a court of competent jurisdiction.

SECTION 17. TERMINATION

17.1 Either Client or PARE may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay PARE for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

SECTION 18. TITLES

18.1 The titles in this Agreement are for general reference only and are not part of the Agreement.

SECTION 19. GOVERNING LAW

19.1 The laws of the State of Rhode Island will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of the State of Rhode Island.

SECTION 20. INTEGRATION

20.1 This Agreement comprises the final and complete agreement between Client and PARE. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Amendments to this Agreement, except as otherwise provided herein, shall not be binding unless made in writing and signed by both Client and PARE.

SECTION 21. SEVERABILITY AND SURVIVAL

21.1 Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and PARE shall survive the completion of the services hereunder and the termination of this Agreement.



EXHIBIT B

SECTION 22. SUCCESSORS AND ASSIGNS

22.1 Client and PARE each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

22.2 Neither Client nor PARE shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 23.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent PARE from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

22.3 Nothing herein shall be constructed to give any rights or benefits hereunder to anyone other than Client and PARE.

SECTION 23. ENTIRE AGREEMENT

23.1 This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no verbal understandings, statements, or stipulations bearing upon the meaning or effect of this Agreement. This Agreement may only be modified or amended by a written instrument executed by both parties, except as may be otherwise provided herein.

(END)



**PARE CORPORATION
COST PROPOSAL**

PROJECT DESCRIPTION A&E SERVICES FOR THE DESIGN OF SECURITY ENTRANCE

DATE: 3/3/2011; Ammended 4/1/11

PROJECT LOCATION CRC/EMA Schofield Amory Complex

PREPARED BY: CJA

CLIENT RI Army National Guard

APPROVED BY: JPS

TASK No.	Work Item Description		Class	Principal	PM	Senior Eng.	Staff Eng	CAD/Tech	QA/QC	PARE	Sub Consultant	Task \$ Totals
	Rate	Unit	\$	Hour	Hour	Hour	Hour	Hour	Hour	SubTotals Hourly	\$	
1		Field Work & Type A Investigation Services (100%) All Phases	Units	1	5	10	22	26	-	64		\$ 7,155.00
	\$		\$	160.00	725.00	950.00	1,870.00	1,950.00		5,655.00	\$ 300.00	\$
2		First Priority - Existing Guard Shack Relocation: Type B Design	Units	2	6	12	20	10	-	50		\$ 5,780.00
	\$		\$	320.00	870.00	1,140.00	1,700.00	750.00		4,780.00	\$ 1,000.00	\$
3		Phase 1 - Perimeter Security Fencing: Type B Design	Units	2	6	8	14	12	-	42		\$ 6,040.00
	\$		\$	320.00	870.00	760.00	1,190.00	900.00		4,040.00	\$ 2,000.00	\$
4		Phase 1A - New Guard Shack & Entrance Drive: Type B Design	Units	2	5	10	26	14	-	57		\$ 8,255.00
	\$		\$	320.00	725.00	950.00	2,210.00	1,050.00		5,255.00	\$ 3,000.00	\$
5		Phase 2 - New Parking Lot at Rear of Site & EMA Trailer: Type B Design	Units	3	6	13	30	20	-	72		\$ 7,135.00
	\$		\$	480.00	870.00	1,235.00	2,550.00	1,500.00		6,635.00	\$ 500.00	\$
6		Phase 3A, B & C - Existing Parking Lot Improvements: Type B Design	Units	2	6	12	28	18	-	66		\$ 5,210.00
	\$		\$	320.00	870.00	1,140.00	2,380.00			4,710.00	\$ 500.00	\$
7		Phase 4 - Relocation of EMA Tralor: Type B Design	Units	2	5	8	12	10	-	37		\$ 4,575.00
	\$		\$	320.00	725.00	760.00	1,020.00	750.00		3,575.00	\$ 1,000.00	\$
8		General Project Coordination & Review Meetings	Units	4	18	-	-	\$	-	22		\$ 4,250.00
	\$		\$	640.00	2,610.00					3,250.00	\$ 1,000.00	\$
9		Construction Admin Services - Part Time: Type C Construction (1.)	Units	-	-	-	-	-	-	-		\$ -
	\$		\$	-	-	-	-	-	-	-	\$ -	\$ -
10		Budgeted Expenses (Printing, Mileage etc.)	Units	-	-	-	-	-	-	-		\$ 1,500.00
	\$		\$	-	-	-	-	-	-	500.00	\$ 1,000.00	\$ 1,500.00
Project Totals												
	Hours		18	57	73	152	110			410		\$ 49,900.00
	\$		\$ 2,880.00	\$ 8,265.00	\$ 6,935.00	\$ 12,920.00	\$ 6,900.00			\$ 38,400.00	\$ 21,500.00	\$ 49,900.00

NOTES : (1.) Fees for Type C Construction Services will be contracted separately by Supplement Agreement the attached Schedule of Fee Rates

SCHEDULE OF FEES

For Proposal for Services, dated March 3, 2011
(PARE Proposal No. TP054.11)

LABOR:

Engineering Technician	\$ 75.00/Hour
Engineer	\$ 85.00/Hour
Senior Engineer	\$ 95.00/Hour
Project Engineer	\$ 115.00/Hour
Senior Project Engineer	\$ 130.00/Hour
Managing Engineer	\$ 145.00/Hour
Principals & Officers	\$ 160.00/Hour
Planner/Scientist	\$ 75.00/Hour
Senior Planner/Scientist	\$ 90.00/Hour
Principal Planner/Scientist	\$ 115.00/Hour
Resident Project Representative	\$ 70.00/Hour
Senior Resident Project Representative	\$ 80.00/Hour
CADD Operator	\$ 75.00/Hour
Senior CADD Operator/Designer	\$ 90.00/Hour

REIMBURSABLE EXPENSES:

Mileage (at Federal Standard Rate)	\$ 0.51/Mile
Printing/Copying Wide Format (in-house)	\$ 0.15/Square Foot
Photocopying (in-house)	\$ 0.10/Copy
Outside Services and Out-of-Pocket Expenses	Cost plus 10%

The above rates for technical and support personnel will be charged for actual time worked on the project. In addition, there will be charges for time required for travel from company office to job or site, and return.

For expert and material witness services, including preparation, associated with any actual or potential litigation, mediation, arbitration, or similar proceeding, a fifty percent (50%) premium will be added to the above rates.

Overtime worked by non-exempt, non-professional employees will be charged at a rate of one and one-half times the rates shown above for all time worked in excess of 8 hours per day.

NOTE: Adjustment factor for Year 2 is 1.03, Year 3 is 1.06, Year 4 is 1.09, an Year 5 is 1.12 from the rates listed above.



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****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 "BILL 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.

FISCAL YEAR - AWARD EXTENDING PAST FISCAL YEAR END

AWARDS EXTENDING BEYOND JUNE 30TH 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.

REIMBURSEMENT RATE

COMPENSATION TYPE - REIMBURSEMENT. RATE OF REIMBURSEMENT SET AT \$1 FOR EACH \$1 OF ALLOWABLE EXPENSES.

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

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

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY - If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING - All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

NOTICE OF CHANGE/CONTRACT ADDENDUM

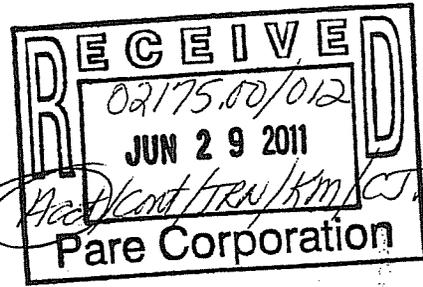
FEIN: 05-0349690
Consultant: Pare Engineering Corporation
8 Blackstone Valley Place
Lincoln, RI 02865

Purchase Order No. 70A00260021
R.I. Contract No. 2002-~~E7~~-008
Original PO Date 11/20/02
Requisition No. R70A007095
CA No. 19

Project: Metropolitan Prov. Bike Facility Site Assess. Cont.
City/Town: Statewide

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 19



Total Increase/Decrease: \$28,567.21

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39000102.634100	FAP1 HPP-4855(001)	AMT1 22,853.77	80 FEDERAL
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 5,713.44	20 STATE
3	FAP3	AMT3	
4	FAP4	AMT4	
5	FAP5	AMT5	
6	FAP6	AMT6	
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

6/6/11 Consultant/Contractor
6/20/11 Director of Transportation
6/23/11 State Purchasing Agent/Authorized Agent

Pre-Audit	Data Entry
VAA	6-20-11

COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

Sent 6-21-11

mb

White = Agency
Green = FHWA
Yellow = Contract Administration
Pink = Consultant
Golden = Purchasing

Department of Transportation
Program Development

REPORT OF CHANGE (ROC)

Location: *Statewide*

RIC No. 2002-E1-008

Project: *Metropolitan Prov. Bike Facility Site Assess. Cont. 2*

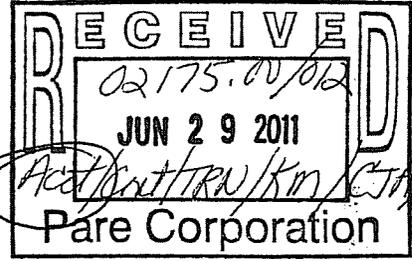
RIFAP No. SEE BELOW

Consultant: *Pare Engineering Corporation*

ROC No. 19

This Report of Change is necessary to authorize the Consultant additional manhours and out-of-pocket expenses and reimbursable expenses associated with the development of roadway improvements to Asylum road within Colt State Park in Bristol for the Metropolitan Providence Bicycle Facility Site Assessment Project, Contract 2 Various Locations for Task 012 - Colt State Park Bike Path.

(See Attached Compensation Summary Sheets.)



HPP-4855-(001) 22,853.77 80 FEDERAL
STATE MATCH 5,713.44 20 STATE

7

By Consultant: \$28,054.41
Subconsultant Services: 250.00
Direct Expenses: 262.80
Total Requested: \$28,567.21

Based on Design Section's review letter dated 6/3/11 and the Consultant's request dated 5/20/11, copies-attached, the Department recommends approval of this ROC.

<i>6/1/11</i> Date	<i>[Signature]</i> Highway/Bridge/Traffic Engineer	<i>6/1/11</i> Date	<i>[Signature]</i> Consultant
<i>6/10/11</i> Date	<i>[Signature]</i> Section Chief		<i>[Signature]</i> Federal Agency (If Required)
<i>6/17/11</i> Date	<i>[Signature]</i> Division Chief		<i>[Signature]</i> Federal Funding Review

Comments:

Participating
 Non-Participating

NOTICE OF CHANGE/CONTRACT ADDENDUM

FEIN:

05-0349690

Consultant:

Pare Corporation
8 Blackstone Valley Place
Lincoln, Rhode Island 02865

Purchase Order No. 70A141919

R.I. Contract No. 93134

Original PO Date 08/13/1993

Requisition No. 50737

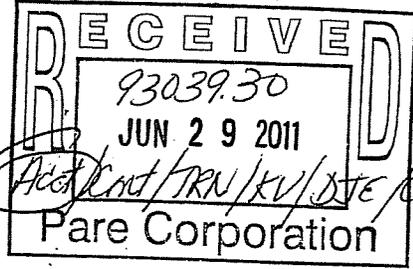
CA No. 48

Project: Bridge Rehab. and Replacement Program - Group 8

City/Town: Statewide

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 48



Total Increase/Decrease: \$38,754.63

Acct No / Budget Code	F. A. P. No.	Amount	%
1 12.70.390011.02.634100	FAP1 BRM-BCDR(002)	AMT1 22,942.74	80% FEDERAL
2 12.70.388510.19.634100	FAP2 STATE MATCH	AMT2 5,735.69	20% STATE
3 12.70.390011.02.634100	FAP3 BRM-BCDR(003)	AMT3 8,060.96	80% FEDERAL
4 12.70.388510.19.634100	FAP4 STATE MATCH	AMT4 2,015.24	20% STATE
5 12.70.387010.89.634100	FAP5 CON-MON(001)	AMT5 0.00	100% STATE
6	FAP6	AMT6	
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work-referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

6/10/11 [Signature]
Date Consultant/Contractor

[Signature]
Date Director of Transportation

Pre-Audit	Data Entry
JAB	6/20/11

6/20/11 [Signature]
Date State Purchasing Agent/Authorized Agent

COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

NOTICE OF CHANGE/CONTRACT ADDENDUM

FEIN:

05-0349690

Purchase Order No. 70A00342429

R.I. Contract No. 2006-EH-009

Original PO Date 01/05/2006

Requisition No. R70D043778

CA No. 10

Consultant:

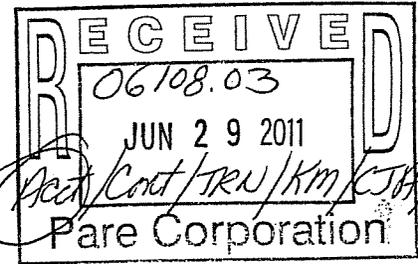
Pare Corporation
8 Blackstone Valley Place
Lincoln, Rhode Island 02865

Project: 1R Highway Improvements-Old Route 102 (Victory Hwy)

Contract (K)

City/Town: Burrillville

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 10



Total Increase/Decrease: \$28,363.00

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 STP-DESN(001)	AMT1 22,690.40	80
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 5,672.60	20
3	FAP3	AMT3	
4	FAP4	AMT4	
5	FAP5	AMT5	
6	FAP6	AMT6	
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

6/10/11 [Signature] Date Consultant/Contractor
 6/17/11 [Signature] Date Director of Transportation
 6/23/11 [Signature] Date State Purchasing Agent/Authorized Agent

Pre-Audit	Data Entry
JAW	6-17-11

COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

Sut 6-20-11

170

ROC Form 02/01/2002

State of Rhode Island and Providence Plantations

Date: 6/13/2011

Department of Transportation
Program Development

White = Agency
Green = FHWA
Yellow = Contract Administration
Pink = Consultant
Golden = Purchasing

REPORT OF CHANGE (ROC)

Location: Burrillville

RIC No. 2006-EH-009

Project: 1R Highway Improvements-Old Route 102 (Victory Hwy)

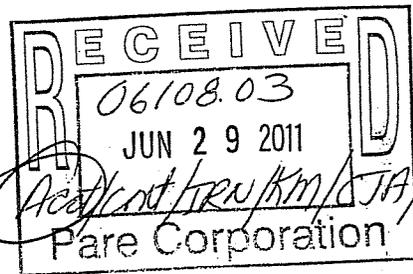
RIFAP No. SEE BELOW

Consultant: Pare Corporation

ROC No. 10

This Report of Change is necessary to authorize the Consultant out-of-pocket expenses necessary for a full on-the-ground survey of the entire 1.6 mile project limits to develop 40-scale base plans with 1-foot topography contours as part of the 1R Highway Improvements Project in Burrillville.

[See Attached Compensation Summary Sheets and Combined Summary Sheet]



STP-DESN (001) 22,690.40 80
STATE MATCH 5,672.60 20

By Consultant:
Subconsultant Services: 28,363.00
Direct Expenses: 0.00
Total Requested: \$28,363.00

Based on Design Section's review letter dated 06/13/11 and the Consultant's request dated 06/10/11 copies attached, the Department recommends approval of this ROC.

6/13/2011 Date	 Highway/Bridge/Traffic Engineer	6/13/11 Date	 Consultant
6/13/11 Date	 Section Chief	6/13/11 Date	 Federal Agency (If Required)
6/13/11 Date	 Division Chief	6/13/11 Date	 Federal Funding Review

Comments:

- Participating
- Non-Participating

RHODE ISLAND
BOARD OF ELECTIONS

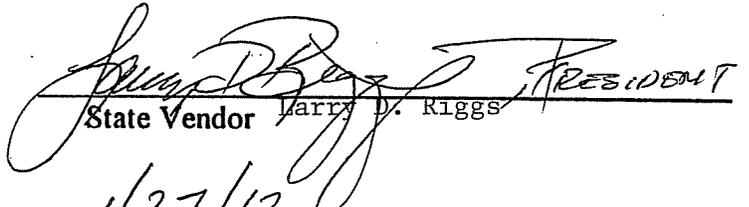
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
BOARD OF ELECTIONS
CAMPAIGN FINANCE DIVISION
50 Branch Avenue, Providence, Rhode Island 02904

TEL. (401) 222-2056 [TDD: 222-2239]

NOTICE AND CERTIFICATION OF STATE VENDOR
FOR RELIEF FROM MULTIPLE FILINGS

The undersigned certifies to the State Board of Elections under Section 17-27-3 of the General Laws of Rhode Island that it has reasonable cause to believe that for the calendar year 2012, it will be required to file two or more affidavits, and that this notice and certification is being filed for the purpose of permitting the undersigned to report on a semi-annual basis to the State Board of Elections for the aforementioned calendar year.

Pare Corporation


State Vendor Larry D. Riggs *PRESIDENT*
1/27/12
Date

NOTE:

State vendors are permitted to file semi-annual reports with the Board of Elections if they reasonably believe that they otherwise would be required to file multiple reports within any single calendar year. In order to avail themselves of this opportunity, state vendors are required to file this Notice and Certification with the State Board of Elections for each calendar year no later than the date by which the first report to the Board of Elections for such calendar year would otherwise be due, i.e. 60 days from the date of execution of a contract with a state agency or in the case of unwritten contracts, within 60 days after the state vendor is first notified that the contract has reached the \$5000 reporting threshold.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
BOARD OF ELECTIONS
CAMPAIGN FINANCE DIVISION
50 Branch Avenue, Providence, Rhode Island 02904
TEL. (401) 222-2056 [TDD: 222-2239]

RHODE ISLAND
BOARD OF ELECTIONS
12 JAN 30 AM 10:16

AFFIDAVIT OF STATE VENDOR
UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF. If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

1. Name, address and telephone number of person making this affidavit.

Pare Corporation
NAME OF PERSON MAKING THIS AFFIDAVIT
8 Blackstone Valley Place, Lincoln, RI 02865
ADDRESS
401-334-4100
TELEPHONE NUMBER

2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.] 5/18/2011
DATE

3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold? _____
DATE

4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual _____ On Behalf of Business Entity X

6. If on behalf of a business entity, what is the name and nature of the business entity?
Name of Business Entity Pare Corporation FEIN # 05-0349690
(Check One:) Corporation X Partnership _____ Solo Proprietorship _____ Other Business Entity _____

7. If "other business entity" is checked above, what is the nature of such business entity?

8. Are you a state vendor because you are the contracting party in a contract with a state agency? YES X NO _____

9. If yes, what is the name of state agency to which you are providing goods and/or services?
RIDOT, RIC, RIDEM, RIBHDDH

10. If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES _____ NO _____

11. If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?
(a) 10% or greater ownership interest in contracting party _____
(b) executive officer of contracting party _____
(c) spouse or minor child of contracting party, or of 10% or greater owner, or of executive officer _____

NAME OF GENERAL OFFICER, CANDIDATE FOR GENERAL OFFICE OR POLITICAL PARTY	DATE OF CONTRIBUTION	AMOUNT OF CONTRIBUTION	NAME OF CONTRIBUTOR	RELATIONSHIP TO CONTRACTING PARTY
Gov. Bruce Sundlun	9/1/94 PR	\$1,000	Larry Riggs	Owner/Officer
Gov. Bruce Sundlun	9/1/94 PR	\$ 500	George Palmisciano	Owner/Officer
House Democratic Committee	1/29/95 PR	\$ 100	Larry Riggs	Owner/Officer
Weygand Committee	6/24/96 PR	\$ 250	Larry Riggs	Owner/Officer
House Democratic Committee	2/22/97 PR	\$ 100	Larry Riggs	Owner/Officer
James S. Bennett	12/20/97 PR	\$ 250	Larry Riggs	Owner/Officer
James S. Bennett	12/21/97 PR	\$ 250	George Palmisciano	Owner/Officer
Weygand Committee	3/28/98 PR	\$ 200	Larry Riggs	Owner/Officer
Gov. Lincoln Almond	8/1/98 PR	\$1,000	Larry Riggs	Owner/Officer
Friends of John B. Harwood	2/3/01 PR	\$ 200	Larry Riggs	Owner/Officer
Friends of Patrick Lynch	6/26/01 PR	\$ 100	Larry Riggs	Owner/Officer
James Bennett	10/25/01 PR	\$ 150	George Palmisciano	Owner/Officer
Jack Reed	6/18/02 PR	\$ 150	Larry Riggs	Owner/Officer
John Harwood	2/7/02 PR	\$ 200	Larry Riggs	Owner/Officer
James Bennett	3/12/02 PR	\$1,000	George Palmisciano	Owner/Officer
James Bennett	3/19/02 PR	\$1,000	Larry Riggs	Owner/Officer
James Bennett	6/7/02 PR	\$ 500	Kenneth DeCosta	Officer
James Bennett	6/8/02 PR	\$ 500	Demi Riggs	Spouse of Owner
James Bennett	8/15/02 PR	\$ 500	Demi Riggs	Spouse of Owner
Friends of Patrick Lynch	6/5/03 PR	\$ 150	Larry Riggs	Owner/Officer
Langevin Committee	8/8/03 PR	\$ 150	Larry Riggs	Owner/Officer
Friends of Patrick Lynch	6/21/04 PR	\$ 150	Larry Riggs	Owner/Officer
Langevin for Congress	3/12/05 PR	\$ 200	Larry Riggs	Owner/Officer
Friends of Patrick Lynch	2/27/06 PR	\$ 150	Larry Riggs	Owner/Officer
Friends of Patrick Lynch	9/10/06 PR	\$ 300	Larry Riggs	Owner/Officer
Governor Carcieri	9/17/06 PR	\$ 100	George Palmisciano	Owner/Officer
Reginald Centracchio	11/2/06 PR	\$ 50	Kenneth DeCosta	Owner/Officer
Caprio Committee	11/5/09 PR	\$ 100	Kenneth DeCosta	Owner/Officer
Friends of Patrick Lynch	12/17/09 PR	\$ 250	Kenneth DeCosta	Owner/Officer
Caprio for Governor	3/18/10 PR	\$ 100	George Palmisciano	Owner/Officer
Caprio for Governor	6/29/10 PR	\$ 250	Larry Riggs	Owner/Officer
Friends of Patrick Lynch	6/30/10 PR	\$ 100	Kenneth DeCosta	Owner/Officer
Chris Little for Attorney General	7/17/10 PR	\$ 100	Larry Riggs	Owner/Officer
Chafee for Governor	8/17/10 PR	\$ 250	Larry Riggs	Owner/Officer
Caprio for Governor	8/24/10 PR	\$ 250	Larry Riggs	Owner/Officer
Chafee for Governor	8/10/10 PR	\$ 250	Kenneth DeCosta	Owner/Officer
Chafee for Governor	8/15/10 PR	\$ 250	George Palmisciano	Owner/Officer

Pare Corporation (REPORT (January 2012))

<u>State Agency</u>	<u>Date of Contract</u>	<u>Amount of Contract</u>	<u>P.O. #</u>
RIC	5/18/2011 CO	44,754.00	3171534FY11
RIDOT	6/10/2011 CA	56,681.84	70A00342429
RIDOT	6/30/2011 CA	99,988.93	70A00226930A
RIDOT	6/30/2011 CA	26,950.15	70A00226930A
RIDOT	6/30/2011 CA	99,959.99	70A00226930A
RIBHDDH	9/6/2011 CO	70,308.63	76F00308569AFY12
RIDOT	9/20/2011 CA	19,792.13	3206753
RIDOT	9/20/2011 CA	6,307.75	70A141919
RIDOT	10/5/2011 CA	210,826.78	70A00342429
RIDOT	12/9/2011 CA	21,808.06	70A00342429
RIDEM	12/12/2011 PO	41,057.00	3259229
	TOTAL	698,435.26	

RI Standard Purchase Order Amendment Report



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

V E N D O R	1149 PARE CORPORATION 8 BLACKSTONE VALLEY PL. LINCOLN, RI 02865 United States	Amendment Date: 18-MAY-11 Original PO Date: 11-MAY-11 Buyer: G Mosca Phone #: Shipping: Destination Terms: NET 30	Change Order Number 1 Award Number 3171534FY11
--	---	--	--

S H I P T O	RIC SPECIAL INSTRUCTIONS SEE BELOW SEE BELOW, RI N/A United States	I N V O I C E	RIC-PURCHASING 600 MOUNT PLEASANT AVENUE PROVIDENCE, RI 02908 United States
--	---	--	--

Description				Bid Number		Change Order Req#		
Line #	Code	Class-Item	Change Order Reason	Previous Quantity	Revised Quantity	UOM	Previous Unit Price	Revised Unit Price
		CHANGE TO PO #3171534FY11 ORIGINAL CONTRACT AMOUNT: \$144,506.00 CHANGE AMOUNT ADDED: \$44,754.00 NEW TOTAL AMOUNT: <u>\$189,260.00</u> AMOUNT OF CHANGE IN ACCORDANCE TO AIA DOCUMENT AND RIC ENGINEER, DATED 4/18/11						

FAXED
5/23/11
09127.00

STATE PURCHASING AGENT

 Lorraine A. Hynes

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.state.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

VENDOR

NOTICE OF CHANGE/CONTRACT ADDENDUM

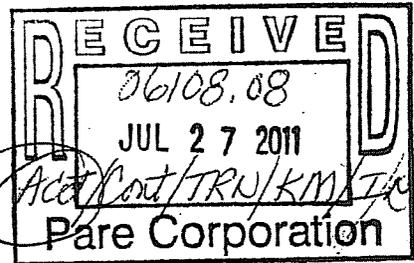
FEIN: 05-0349690
Consultant: Pare Corporation
8 Blackstone Valley Place
Lincoln, Rhode Island 02865

Purchase Order No. 70A00342429
R.I. Contract No. 2006-EH-009
Original PO Date 01/05/2006
Requisition No. R70D043778
CA No. 09

Project: 1R Highway Improvements - Railroad Street
City/Town: Lincoln

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 09



Total Increase/Decrease: \$56,681.84

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 STP-DESN(001)	AMT1 45,345.47	80
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 11,336.37	20
3	FAP3	AMT3	
4	FAP4	AMT4	
5	FAP5	AMT5	
6	FAP6	AMT6	
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

6/10/11 [Signature] Consultant/Contractor
Date
6/30/11 [Signature] Director of Transportation
Date
6/30/11 [Signature] State Purchasing Agent/Authorized Agent

Pre-Audit	Data Entry
J.A.A.	C.A.A.

COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

- White = Agency
- Green = FHWA
- Yellow = Contract Administration
- Pink = Consultant
- Golden = Purchasing

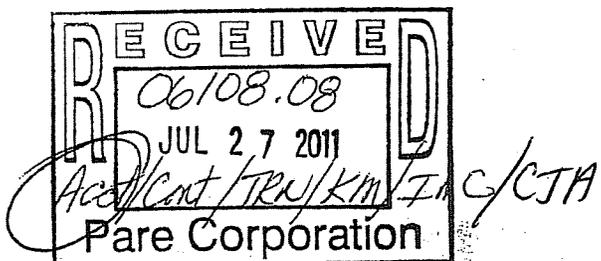
REPORT OF CHANGE (ROC)

Location: Lincoln
 Project: 1R Highway Improvements - Railroad Street
 Consultant: Pare Corporation

RIC No. 2006-EH-009
 RIFAP No. SEE BELOW
 ROC No. 09

This Report of Change is necessary to authorize the Consultant additional manhours and out-of-pocket expenses necessary for the addition of engineering design services for Route 146 in Lincoln and ATR 48-hour counts as part of the 1R Highway Improvements Project in Lincoln.

[See Attached Compensation Summary Sheets and Combined Summary Sheet]



STP-DESN (001)	45,345.47	80
STATE MATCH	11,336.37	20

By Consultant: \$55,259.92
 Subconsultant Services: 900.00
 Direct Expenses: 521.92
 Total Requested: \$56,681.84

Based on Design Section's review letter dated 06/10/11 and the Consultant's request dated 06/08/11, copies attached, the Department recommends approval of this ROC.

6/13/2011 Date	[Signature] Highway/Bridge/Traffic Engineers	6/10/11 Date	[Signature] Consultant
6/16/11 Date	[Signature] Section Chief		exempt Date
6/17/11 Date	[Signature] Division Chief	6/16/11 Date	[Signature] Federal Agency (If Required)
			6/16/11 Date
			[Signature] Federal Funding Review

Comments:

- Participating
- Non-Participating

NOTICE OF CHANGE/CONTRACT ADDENDUM

FEIN:

05-0349690

Consultant:

Pare Corporation
8 Blackstone Valley Place
Lincoln, Rhode Island 02865

Purchase Order No. 70A00226930A ✓

R.I. Contract No. 2001-EB-006 ✓

Original PO Date 01/03/02

Requisition No. R70A006980

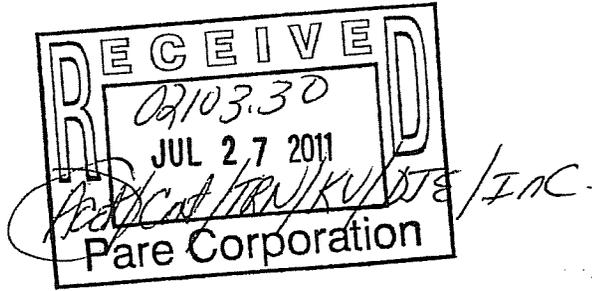
CA No. 32 ✓

Project: Comprehensive Bridge Rehab. Program Grp. 6

Contract (K)

City/Town: Burrillville, Rhode Island

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 32 ✓



Total Increase/Decrease: \$99,988.93 ✓

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 BRM-BCDR(008)	AMT1 0.00	80% FEDERAL
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 0.00	20% STATE
3 1270.39001102.634100	FAP3 BRO-BCDR(010)	AMT3 0.00	80% FEDERAL
4 1270.38851019.634100	FAP4 STATE MATCH	AMT4 0.00	20% STATE
5 1270.39001102.634100	FAP5 BHO-0134(002)	AMT5 0.00	80% FEDERAL
6 1270.38851019.634100	FAP6 STATE MATCH	AMT6 0.00	20% STATE
7 1270.39001102.634100	FAP7 BRO-BCDR(009)	AMT7 79,991.14	80% FEDERAL
8 1270.38851019.634100	FAP8 STATE MATCH	AMT8 19,997.79	20% STATE

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

6/30/11 [Signature]
Date Consultant/Contractor

[Signature]
Date Director of Transportation

7/18/11 [Signature]
Date State Purchasing Agent/Authorized Agent

Pre-Audit	Data Entry
VDD	7-11-11

- COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

But 7-12-11

MB

ROC Form 02/01/2002

State of Rhode Island and Providence Plantations

Date: 6/30/2011

- White = Agency
- Green = FHWA
- Yellow = Contract Administration
- Pink = Consultant
- Golden = Purchasing

Department of Transportation
Program Development

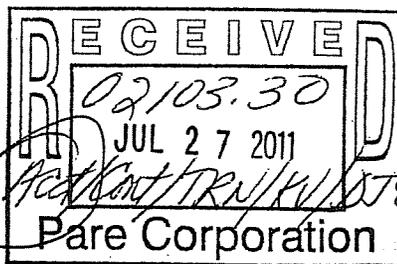
REPORT OF CHANGE (ROC)

Location: Burrillville, Rhode Island
 Project: Comprehensive Bridge Rehab. Program Grp. 6
 Consultant: Pare Corporation

RIC No. 2001-EB-006
 RIFAP No. SEE BELOW
 ROC No. 32

This Report of Change is necessary to authorize the Consultant manhours for the work effort associated with the change in scope, additional hours, and additional out-of-pocket expenses associated with the Final Design Phase for the Pascoag Bridge No. 198 as part of the above referenced project.

[See attached Compensation Summary Sheet(s)]



BRM-BCDR(008)	0.00	80%	FEDERAL
STATE MATCH	0.00	20%	STATE
BRO-BCDR(010)	0.00	80%	FEDERAL
STATE MATCH	0.00	20%	STATE
BHO-0134(002)	0.00	80%	FEDERAL
STATE MATCH	0.00	20%	STATE
BRO-BCDR(009)	79,991.14	80%	FEDERAL
STATE MATCH	19,997.79	20%	STATE

By Consultant: \$16,862.93
 Subconsultant Services: 83,126.00
 Direct Expenses: 0.00
 Total Requested: \$99,988.93

Based on Design Section's review letter dated July 29, 2011 and the Consultant's request dated June 10, 2011, copies attached, the Department recommends approval of this ROC.

Date	Highway/Bridge/Traffic Engineer	Date	Consultant
Date	Section Chief	Date	Federal Agency (If Required)
Date	Division Chief	Date	Federal Funding Review

Comments:

- Participating
- Non-Participating

NOTICE OF CHANGE/CONTRACT ADDENDUM

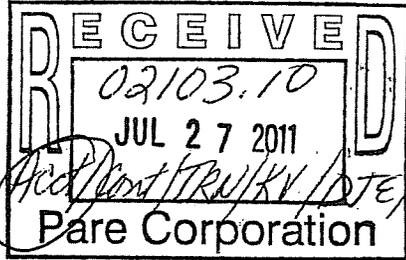
FEIN: 05-0349690
 Consultant: Pare Corporation
 8 Blackstone Valley Place
 Lincoln, Rhode Island 02865

Purchase Order No. 70A00226930A ✓
 R.I. Contract No. 2001-EB-006 ✓
 Original PO Date 01/03/02
 Requisition No. R70A006980
 CA No. 31 ✓

Project: Comprehensive Bridge Rehab. Program Grp. 6
 City/Town: Barrington, Rhode Island

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 31 ✓



Total Increase/Decrease: \$26,950.15 ✓

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 BRM-BCDR(008)	AMT1 21,560.12	80% FEDERAL
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 5,390.03	20% STATE
3 1270.39001102.634100	FAP3 BRO-BCDR(010)	AMT3 0.00	80% FEDERAL
4 1270.38851019.634100	FAP4 STATE MATCH	AMT4 0.00	20% STATE
5 1270.39001102.634100	FAP5 BHO-0134(002)	AMT5 0.00	80% FEDERAL
6 1270.38851019.634100	FAP6 STATE MATCH	AMT6 0.00	20% STATE
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

6/30/11 [Signature]
 Date Consultant/Contractor

7/1/11 [Signature]
 Date Director of Transportation

7/18/11 [Signature]
 Date State Purchasing Agent/Authorized Agent

Pre-Audit	Data Entry
VAD	7-11-11

COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

White = Agency
Green = FHWA
Yellow = Contract Administration
Pink = Consultant
Golden = Purchasing

Department of Transportation
Program Development

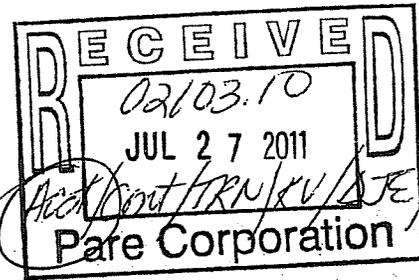
REPORT OF CHANGE (ROC)

Location: Barrington, Rhode Island
Project: Comprehensive Bridge Rehab. Program Grp. 6
Consultant: Pare Corporation

RIC No. 2001-EB-006
RIFAP No. SEE BELOW
ROC No. 31

This Report of Change is necessary to authorize the Consultant manhours for the work effort associated with the additional work effort associated with electrical and landscape architectural services associated with the Replacement of Central Bridge No. 182 as part of the above referenced project.

[See attached Compensation Summary Sheet(s)]



BRM-BCDR (008)	21,560.12	80% FEDERAL
STATE MATCH	5,390.03	20% STATE
BRO-BCDR (010)	0.00	80% FEDERAL
STATE MATCH	0.00	20% STATE
BHO-0134 (002)	0.00	80% FEDERAL
STATE MATCH	0.00	20% STATE

By Consultant:	\$14,594.57
Subconsultant Services:	10,851.58
Direct Expenses:	1,504.00
Total Requested:	\$26,950.15

Based on Design Section's review letter dated July 29, 2011 and the Consultant's request dated June 21, 2011, copies attached, the Department recommends approval of this ROC.

Date	Highway/Bridge/Traffic Engineer	Date	Consultant
6/30/11	D. I. W. F. F.	6/30/11	[Signature]
Date	Section Chief	Date	Federal Agency (If Required)
7/1/11	[Signature]	7/1/11	[Signature]
Date	Division Chief	Date	Federal Funding Review
[Signature]	[Signature]	[Signature]	[Signature]

Comments:

- Participating
- Non-Participating

NOTICE OF CHANGE/CONTRACT ADDENDUM

FEIN:

05-0349690

Consultant:

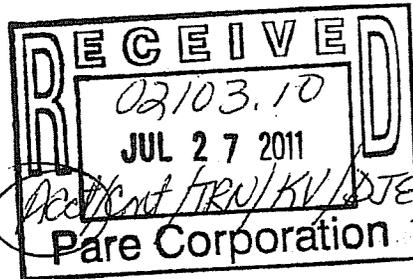
Pare Corporation
8 Blackstone Valley Place
Lincoln, Rhode Island 02865

Purchase Order No. 70A00226930A ✓
R.I. Contract No. 2001-EB-006 ✓
Original PO Date 01/03/02
Requisition No. R70A006980
CA No. 30 ✓

Project: Comprehensive Bridge Rehab. Program Grp. 6
City/Town: Barrington, Rhode Island

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 30 ✓



Total Increase/Decrease: \$99,959.99 ✓

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 BRM-BCDR(008)	AMT1 79,967.99	80% FEDERAL
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 19,992.00	20% STATE
3 1270.39001102.634100	FAP3 BRO-BCDR(010)	AMT3 0.00	80% FEDERAL
4 1270.38851019.634100	FAP4 STATE MATCH	AMT4 0.00	20% STATE
5 1270.39001102.634100	FAP5 BHO-0134(002)	AMT5 0.00	80% FEDERAL
6 1270.38851019.634100	FAP6 STATE MATCH	AMT6 0.00	20% STATE
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

6/30/11 [Signature] Consultant/Contractor

[Signature] Director of Transportation

7/18/11 [Signature] State Purchasing Agent/Authorized Agent

Pre-Audit	Data Entry
VAD	T.H.H.

- COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

Int 7-12-11

MD

- White = Agency
- Green = FHWA
- Yellow = Contract Administration
- Pink = Consultant
- Golden = Purchasing

Department of Transportation
Program Development

REPORT OF CHANGE (ROC)

Location: Barrington, Rhode Island

RIC No. 2001-EB-006

Project: Comprehensive Bridge Rehab. Program Grp. 6

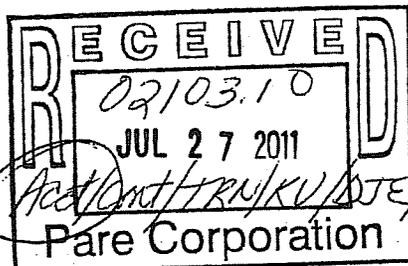
RIFAP No. SEE BELOW

Consultant: Pare Corporation

ROC No. 30

This Report of Change is necessary to authorize the Consultant manhours for the work effort associated with the additional work effort associated with design, contract preparation, and coordination tasks associated with Central Bridge No. 182 as part of the above referenced project.

[See attached Compensation Summary Sheet(s)]



BRM-BCDR (008)	79,967.99	80% FEDERAL
STATE MATCH	19,992.00	20% STATE
BRO-BCDR (010)	0.00	80% FEDERAL
STATE MATCH	0.00	20% STATE
BHO-0134 (002)	0.00	80% FEDERAL
STATE MATCH	0.00	20% STATE

By Consultant: \$99,959.99
 Subconsultant Services:
 Direct Expenses:
 Total Requested: \$99,959.99

Based on Design Section's review letter dated July 29, 2011 and the Consultant's request dated June 22, 2011, copies attached, the Department recommends approval of this ROC.

Date Highway/Bridge/Traffic Engineer		Date Consultant	
Date Section Chief		Date Federal Agency (If Required)	
Date Division Chief		Date Federal Funding Review	

Comments:

- Participating
- Non-Participating

RI Standard Purchase Order Amendment Report

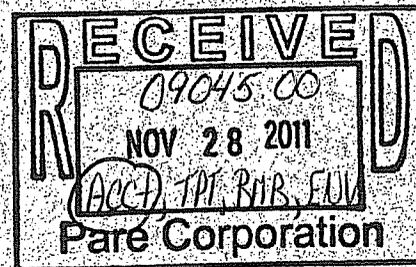


STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

V E N D O R	1149 PARE CORPORATION 8 BLACKSTONE VALLEY PL LINCOLN, RI 02865 United States	Amendment Date: 06-SEP-11 Original PO Date: 30-JUL-11 Buyer: J. Ohara 2nd Phone # Shipping Destination Terms: NET 30	Change Order Number 1 Award Number 76F00308569AFY12
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S H I P T O	DOA FACILITIES MANAGEMENT FOR DESTINATION SEE BELOW United States	I N V O I C E	DOA CONTROLLER ONE CAPITOL HILL, 4TH FLOOR SMITH ST PROVIDENCE, RI 02908 United States
--	---	--	--

Description				Bid Number		Change Order Req#		
DOA				B00210		1239478		
Line #	Code	Class-Item	Change Order Reason	Previous Quantity	Revised Quantity	UOM	Previous Unit Price	Revised Unit Price
		CHANGE TO PO #76F00308569AFY12 LINE #3 HAS BEEN ADDED TO THE PURCHASE ORDER.						
3		INCREASE TO PO #76F00308569AFY12 - TO FUND ADDITIONAL SERVICES FOR THE ZAMBARANO WATER STORAGE TANK REHABILITATION PROJECT AS DESCRIBED IN THE ACCOMPANYING DOCUMENTATION DATED 1/24/11.		0.0000	70,308.6300	Each	\$0.0000	\$1.0000



STATE PURCHASING AGENT

 Lorraine A. Hynes

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.state.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

VENDOR

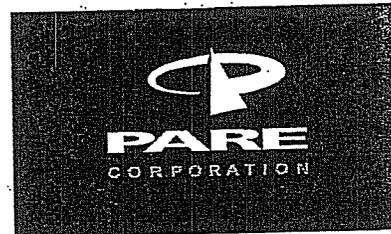
ENGINEERS
SCIENTISTS
PLANNERS

www.parecorp.com

RECEIVED

FEB 01 2011

FACILITIES
MANAGEMENT



January 24, 2011

Edward Rudegeair, P.E.
Rhode Island Department of Behavioral Healthcare, Developmental Disabilities and Hospitals (BHDDH)
Facilities and Maintenance
19 Foster Road, P.O. Box 8268
Cranston, RI 02920

Re: Zambarano Water Storage Tank Rehabilitation
PARE Project No. 09045.00

Dear Mr. Rudegeair:

As you are aware, Pare Corporation (PARE) has expended, and is continuing to expend, significant additional efforts on the Zambarano Water Storage Tank Rehabilitation Project with respect to Task 3B RIDEM Assistance and Task 4A Construction Services of our original contract. These efforts are seen as out of scope work items and fall outside our original contract. It is important to note that PARE moved forward with our efforts due to the need to continue and complete work. More importantly, these efforts are being made to maintain water service at the Zambarano Hospital Facilities and allow the critical hospital facilities to remain in operation. The following provides an overview of our additional efforts to date for both Tasks 3B and Task 4A.

Task 3B RIDEM Assistance:

- Additional site investigation sampling/analysis as required by the Rhode Island Department of Environmental Management (RIDEM).
- Additions to the Site Investigation Report (SIR) to include the areas outside of the fence surrounding the tank.
- Development of an Addendum to the SIR as required due to the additional site investigation sampling/analysis required by RIDEM.
- Work associated with the development of the Remedial Action Work Plan (RAWP) for the areas outside the fence line.
- Development of an Alternate Cover Material request letter for submission to the Rhode Island Resource Recovery Corporation for acceptance of contaminated soil as daily cover material.

Task 4A Construction Services:

- The construction services task was based on an assumed 12-week construction period. The actual construction period is currently at approximately week 25 and there are approximately 4 to 6 weeks worth of intermittent construction close out work remaining (to commence in the Spring of 2011).
- Due to coordination issues and concerns with the Contractor and their subcontractors regarding scheduling, submittal approvals, and regulatory reviews and approvals, it was determined that more frequent on-site construction meetings take place. Construction meetings took place on the following dates: 8/18/10, 9/8/10, 9/15/10, 9/22/10, 10/6/10, 10/13/10, 10/27/10, 11/4/10, 11/22/10, 12/1/10, 12/10/10, 1/4/11, and 1/10/11.
- Coordination of Change Order No. 1 regarding the interior paint system change to a non-VOC paint. Additional research and coordination was made with Tnemec regarding the original specified paint system versus the proposed non-VOC paint. Additional research and coordination was made with Sherwin Williams and Tnemec regarding moisture cured paint.

8 BLACKSTONE VALLEY PLACE, LINCOLN, RI 02865 T401-334-4100 F401-334-4108
10 LINCOLN ROAD, SUITE 103, FOXBORO, MA 02035 T508-543-1755 F508-543-1881



- systems. Coordination was made with Rhode Island Department of Health (RIDOH) regarding regulations and requirements for the paint systems and testing.
- Coordination of Change Order No. 2 regarding the temporary and permanent SCADA systems. Additional coordination was made with BHDDH, R.E. Erickson Company, Inc. and L.F. Clavin & Co.
 - Coordination of Change Order No. 3 regarding epoxy coating for the interior of the bowl. Additional coordination was made with BHDDH, Utility Service Company Incorporated, and L.F. Clavin & Co.
 - Additional coordination was made regarding temporary electrical service for the temporary by-pass system. At the direction of BHDDH, Roger Jarret of CK Electric Company Inc was contacted and a site investigation/coordination meeting was held on 8/13/10. A work proposal was requested, reviewed and coordinated with L.F. Clavin & Co.
 - Additional coordination was made with BHDDH, RIDOH, and L.F. Clavin & Co. with regard to the temporary by-pass system. Extensive research was conducted on alternate systems that were NSF 61 compliant (portable large military bladder bags, water/pool tank service trucks, temporary steel tank systems). Coordination was made with Utility Service Company Incorporated, CB & I, Natgun, and Tnemec on alternate by-pass systems. Significant coordination was made with RIDOH regarding minimum requirements, approval, and contractor submittals.
 - Multiple site visits (approximately 6) were made to review the temporary by-pass system both prior to and during the initial system startup during the week of October 18-22, 2010.
 - Coordination was made for Change Order No. 4 regarding the temporary by-pass system. Multiple reviews were performed on submissions by L.F. Clavin & Co. and Rain for Rent. A number of meetings were held with BHDDH to discuss and review submissions by L.F. Clavin & Co. and Rain for Rent.
 - Coordination with BHDDH and L.F. Clavin & Co regarding system loss in pressure (12/26/10 and 1/9/11). Research was conducted regarding ice within water storage tanks. Coordination was made with tank manufacturers, vendors, and operators in cold weather climates. Inspection of the tank for ice was performed by Utility Service Co., Inc. on 1/11/10 with PARE present.

Our original contract was based on an Estimated Engineering Fee of \$65,200 based on 603 hours of effort on the part of PARE with \$49,050 for expenses and sub consultants (Utility Service Co., Inc.) for a total Estimated Engineering Fee of \$114,250. To date, PARE has expended an additional 467 hours resulting in an approximate additional cost of \$55,490.36 for this project based on the additional efforts detailed above.

The rehabilitated tank received verbal approval from RIDOH to be put back into service on December 17, 2011. A project punch list meeting was held on January 4, 2011 to identify remaining project closeout issues. At this meeting, it was agreed that the remaining issues would be addressed in the Spring of 2011 during more favorable weather conditions. This work will include the additional areas of soil removal identified under Task 3B within the RAWP, the installation of the ladder, overflow pipe, concrete base repair, touch up painting, remaining SCADA work, and any required site restoration. All of these issues will require additional coordination and effort. PARE estimates that in order to complete the remaining soil remediation areas and remaining project observation, coordination, and close-out, that approximately 78 hours or \$9,750.00 will be required for project completion.



Mr. Edward Rudegeair, P.E.

-3-

January 24, 2011

Accordingly, PARE respectfully asks that BHDDH approve and issue a contract amendment in the amount of \$65,240.36. PARE is willing to meet with you to further discuss any issues. Please feel free to contact me should you have any questions or require additional information.

Sincerely,

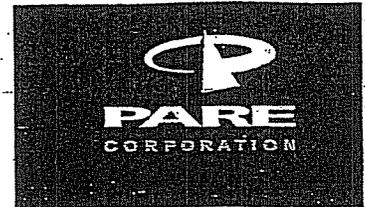
Brendan F. Ennis, P.E.
Senior Project Engineer

Cc: George G. Palmisciano, P.E., PARE

LA09045.00 RIMHRH Zambarano Water Tank Design\TASK 4 - Construction Admin\CORRESP\Letters\EdRudegeair-Ltr-1-24-11.doc

ENGINEERS
SCIENTISTS
PLANNERS

www.parecorp.com



Updated March 17, 2011
January 24, 2011

Edward Rudegeair, P.E.
RI Department of Behavioral Healthcare
Developmental Disabilities and Hospitals (BHDDH)
Facilities and Maintenance
19 Foster Road
P.O. Box 8268
Cranston, RI 02920

Re: **Zambarano Water Storage Tank Rehabilitation**
PARE Project No. 09045.00

Dear Mr. Rudegeair:

The following letter has been updated based on our review meeting on March 4, 2011. As you are aware, Pare Corporation (PARE) has expended, and is continuing to expend, significant additional efforts on the Zambarano Water Storage Tank Rehabilitation Project with respect to Task 3B RIDEM Assistance and Task 4A Construction Services of our original contract. These out of scope work items fall outside our original contract. It is important to note that PARE moved forward with our efforts due to the need to continue and complete work. More importantly, these efforts are and were made to maintain water service at the Zambarano Hospital Facilities and allow the critical hospital facilities to remain in operation. The following provides an overview of our additional efforts to date for both Tasks 3B and Task 4A.

Tasks 3A & 3B

The original scope of work proposed to address lead contaminated soil at the Site was divided into two tasks, Task 3A – *Soil Sampling* and Task 3B – *Assistance with RIDEM Permitting*. Services proposed under Task 3A included four days of time for two PARE employees to layout a site investigation sampling grid, collect soil samples at various depths at each proposed sampling location, and process the samples for delivery to the laboratory for chemical analysis. Additionally, evaluation of the analytical results and determination of the limits of areas requiring remediation was also proposed as part of this task.

Services proposed under Task 3B generally consisted of permitting with the RIDEM and implementing any remedial actions required based on the findings of the site investigation performed under Task 3A. Permitting documentation required under this task included a Notification of Release (NOR), Site Investigation Report (SIR), Remedial Action Work Plan (RAWP), and a Completion Report. All but the Completion Report have been completed and submitted to the RIDEM. Other services required under this task with respect to remedial actions included either: 1) permitting of an engineered cap with Environmental Land Use Restriction and Soil Management Plan, or 2) removal and disposal of contaminated soil with compliance sampling and analysis by PARE.



PARE has completed each of the specific work items proposed under Task 3A and much of the work items proposed under Task 3B; however, additional efforts have been expended on both tasks. Under Task 3A, the RIDEM required that additional soil samples be collected and analyzed from beyond the original limits of the site investigation due to recreational uses in the area to the north of the Phoenix House living quarters. This required an additional day of soil sampling as well as additional effort to field locate the sampling locations and plot them on a site plan, evaluate the additional laboratory results, and delineate revised limits of soil contamination.

While soil sampling performed both within and beyond the chain link fence surrounding the storage tank were within the scope of Task 3A, Task 3B included efforts associated with design, investigation, planning, legal consultation and/or permitting only of areas within the fence. This distinction was made since the extent of contamination was unknown prior to analysis of the soil samples collected by PARE. Two discrete locations requiring remediation were discovered to the south of the tank, and PARE was directed to include these with the remedial actions within the fence. Therefore, additional efforts beyond the scope of Task 3B were required by PARE in preparation of both the SIR and RAWP.

Additionally, PARE incurred additional permitting efforts with both the RIDEM and Rhode Island Resource Recovery Corporation (RIRRC) that were not included as part of the original scope of work. First, PARE was required to submit an Addendum to the Site Investigation Report following the collection and analysis of the additional soil samples that were required by the RIDEM. Second, PARE prepared an Alternate Cover Material (ACM) request application to have contaminated material excavated from the Site accepted as landfill cover at a cheaper disposal rate than contaminated soil or solid waste. Prior to the site investigation, it was unknown whether lead concentrations present in the soil would meet the ACM requirements imposed by the RIRRC or if more costly disposal of the material as a "contaminated soil" or "solid waste" would be required.

The following is a summary of the additional efforts performed by PARE under Task 3A – *Soil Sampling* and Task 3B – *Assistance with RIDEM Permitting* as described above:

- Additional site investigation sampling/analysis and evaluation of additional analytical data as required by the Rhode Island Department of Environmental Management (RIDEM).
- Additions to the Site Investigation Report (SIR) to include the areas outside of the fence surrounding the tank.
- Development of an Addendum to the SIR as required due to the additional site investigation sampling/analysis required by RIDEM.
- Work associated with the development of the Remedial Action Work Plan (RAWP) for the areas outside the fence line.
- Development of an Alternate Cover Material request letter for submission to the Rhode Island Resource Recovery Corporation for acceptance of contaminated soil as daily cover material rather than contaminated soil or solid waste.



Task 4A Construction Services:

- The construction services task was based on an assumed 12-week construction period. This period was assumed and developed at the initial proposal stage prior to the award of construction and development of the actual construction period. The actual construction period was approximately 26 weeks and there are approximately 4 to 6 weeks worth of intermittent construction close out work remaining (to commence in the Spring of 2011).
- Due to coordination issues and concerns outlined below with the Contractor and their subcontractors regarding scheduling, submittal approvals, and regulatory reviews and approvals, it was determined that more frequent on-site construction meetings take place. Construction meetings took place on the following dates: 8/18/10, 9/8/10, 9/15/10, 9/22/10, 10/6/10, 10/13/10, 10/27/10, 11/4/10, 11/22/10, 12/1/10, 12/10/10, 1/4/11, and 1/10/11.
- Coordination of Change Order No. 1 regarding the interior paint system change to a non-VOC paint. Additional research and coordination was made with Tnemec regarding the original specified paint system versus the proposed non-VOC paint. Additional research and coordination was made with Sherwin Williams and Tnemec regarding moisture cured paint systems.
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- Coordination with BHDDH and L.F. Clavin & Co regarding system loss in pressure (12/26/10 and 1/9/11). Research was conducted regarding ice within water storage tanks. Coordination was made with tank manufacturers, vendors, and operators in cold weather climates. Inspection of the tank for ice was performed by Utility Service Co., Inc. on 1/11/10 with PARE present.

Our original contract was based on an Estimated Engineering Fee of \$65,200 based on 603 hours of effort on the part of PARE with \$49,050 for expenses and sub consultants (Utility Service Co., Inc.)

for a total Estimated Engineering Fee of \$114,250. To date, PARE has expended an additional 497 hours resulting in an approximate additional cost of \$60,558.63 for this project based on the additional efforts detailed above.

<i>Task</i>	<i>PARE Labor</i>	<i>Expenses</i>	<i>Total</i>	<i>PARE Labor to Date</i>	<i>Expenses To Date</i>	<i>Total To Date</i>	<i>Additional Cost / Credit</i>
1A. Technical Specifications	\$13,000 (120 hrs)	\$100	\$13,100	\$22,849.75 (192 hrs)	\$188.28	\$23,038.03	\$538.03
1B. Temporary Storage Design	\$7,100 (64 hrs)	\$2,300	\$9,400				
2. Bid Administration	\$4,400 (40 hrs)	\$1,200	\$5,600	\$5,117.39 (43 hrs)	\$68.30	\$5,185.69	\$-414.31
3A. Soil Sampling & Survey	\$9,300 (88 hrs)	\$4,000	\$13,300	\$61,408.69 (516 hrs)	\$3,237.55	\$64,646.24	\$34,496.24
3B. RI DEM Assistance	\$15,700 (142 hrs)	\$1,150	\$16,850				
4A. Construction Services (12 weeks)	\$15,700 (149 hrs)	\$700	\$16,400	\$41,534.17 (349 hrs)	\$804.50	\$42,338.67	\$25,938.67
4B. Periodic Cons. Inspection (Merithew)	\$0	\$39,600	\$39,600	\$0	\$39,600.00	\$39,600.00	\$0
Subtotal	\$65,200 (603 hrs)	\$49,050	\$114,250	\$130,910.00 (1,100 hrs)	\$43,898.63	\$174,808.63	\$60,558.63
5A. Optional Re-Inspection (Merithew)	\$250 (2 hrs)	\$3,000	\$3,250				
5B. PARE Optional Re-Inspection Effort	\$2,000 (18 hrs)	\$50	\$2,050				
Subtotal Optional Inspection	\$2,250 (20 hrs)	\$3,050	\$5,300				
Total Estimated Fee	\$67,450 (625 hrs)	\$52,100	\$119,550	\$130,910.00 (1,100 hrs)	\$43,898.63	\$174,808.63	\$60,558.63

The rehabilitated tank received verbal approval from RIDOH to be put back into service on December 17, 2011. A project punch list meeting was held on January 4, 2011 to identify remaining project closeout issues. At this meeting, it was agreed that the remaining issues would be addressed in the Spring of 2011 during more favorable weather conditions. This work will include the additional areas of soil removal identified under Task 3B within the RAWP, the installation of the ladder; overflow pipe, concrete base repair, touch up painting, remaining SCADA work, and any required site restoration. All of these issues will require additional coordination and effort. PARE estimates that in order to complete the remaining soil remediation areas and remaining project observation, coordination, and close-out, that approximately 78 hours or \$9,750.00 will be required for project completion.



Mr. Edward Rudegeair, P.E.

(5)

Updated March 17, 2011
January 24, 2011

Accordingly, PARE respectfully asks that BHDDH approve and issue a contract amendment in the amount of \$70,308.63. PARE is willing to meet with you to further discuss any issues. Please feel free to contact me should you have any questions or require additional information.

Sincerely,

Brendan F. Ennis, P.E.
Senior Project Engineer

BFE/mjh

cc: George G. Palmisciano, P.E., PARE

LA09045.00 RIMHRH Zambarano Water Tank Design/TASK 4 - Construction Admin\CORRESP\letters\EdRudegeair-Ltr-3-17-11.doc

MB

NOTICE OF CHANGE/CONTRACT ADDENDUM

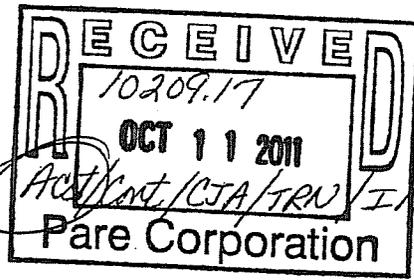
FEIN: 05-0349690
Consultant: Pare Corporation
8 Blackstone Valley Place
Lincoln, Rhode Island 02865

Purchase Order No. 3206753
R.I. Contract No. 2010-ET-013
Original PO Date 10-15-2010
Requisition No. 1203215
CA No. 02

Project: On-Call Traffic Design Consultant C-2
City/Town: Statewide, Rhode Island

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 02



Total Increase/Decrease: \$19,792.13

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 2011.Hurr.Irene	AMT1 19,792.13	100% FEDERAL
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 0.00	0% STATE
3	FAP3	AMT3	
4 1270.3261107.09. 634100	FAP4	AMT4	
5	FAP5	AMT5	
6	FAP6	AMT6	
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

9/20/11 [Signature] Consultant/Contractor

9/20/11 [Signature] Director of Transportation

10/5/11 [Signature] State Purchasing Agent/Authorized Agent

Pre-Audit	Data Entry
VAP	937-11

COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

White = Agency
Green = FHWA
Yellow = Contract Administration
Pink = Consultant
Golden = Purchasing

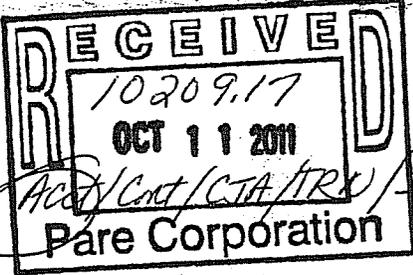
Department of Transportation
Program Development

REPORT OF CHANGE (ROC)

Location: Statewide, Rhode Island
Project: On-Call Traffic Design Consultant C-2
Consultant: Pare Corporation

RIC No. 2010-ET-013
RIFAP No. SEE BELOW
ROC No. 02

This Report of Change is necessary to authorize the Consultant manhours for the work effort associated with additional work associated with assisting the Department with the initial damage assessment due to Hurricane Irene including assessing the roadways in the northeast quadrant of the State as part of the above referenced project.



[Figures below have been estimated.]

2011 Hurr. Irene 19,792.13 100% FEDERAL
STATE MATCH 0.00 0% STATE

By Consultant: \$19,392.13
Subconsultant Services:
Direct Expenses: 400.00
Total Requested: \$19,792.13

Based on Design Section's review letter dated September 9, 2011 and the Consultant's request dated N/A copies attached, the Department recommends approval of this ROC.

9/22/11	<i>[Signature]</i>	9/22/11	<i>[Signature]</i>
Date	Highway/Bridge/Traffic Engineer	Date	Consultant
9/26/11	<i>[Signature]</i>		EXEMPT
Date	Section Chief	Date	Federal Agency (If Required)
9/27/11	<i>[Signature]</i>	9/27/11	<i>[Signature]</i>
Date	Division Chief	Date	Federal Funding Review

Comments:

- Participating
- Non-Participating

NOTICE OF CHANGE/CONTRACT ADDENDUM

FEIN: 05-0349690
Consultant: Pare Corporation
8 Blackstone Valley Place
Lincoln, Rhode Island 02865

Purchase Order No. 70A141919
R.I. Contract No. 93134
Original PO Date 08/13/1993
Requisition No. 50737
CA No. 49

Project: Bridge Rehab. and Replacement Program - Group 8
City/Town: Glocester, Rhode Island

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 49

RECEIVED
93039.30
OCT 11 2011
Acct/Cont/KU/DTE/TRU/INC.
Pare Corporation

Total Increase/Decrease: \$6,307.75

Acct No / Budget Code	F. A. P. No.	Amount	%
1 12.70.390011.02.634100	FAP1 BRM-BCDR(002)	AMT1 3,734.19	80% FEDERAL > 4067.74
2 12.70.388510.19.634100	FAP2 STATE MATCH	AMT2 933.55	20% STATE
3 12.70.390011.02.634100	FAP3 BRM-BCDR(003)	AMT3 1,312.01	80% FEDERAL > 1642.01
4 12.70.388510.19.634100	FAP4 STATE MATCH	AMT4 328.00	20% STATE
5 12.70.387010.89.634100	FAP5 CON-MON(001)	AMT5 0.00	100% STATE
6	FAP6	AMT6	
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

9/20/11 [Signature] Date Consultant/Contractor

10/5/11 [Signature] Date Director of Transportation

10/5/11 [Signature] Date State Purchasing Agent/Authorized Agent

Pre-Audit	Data Entry
1/24/11	9-29-11

COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

Int 9-29-11 mb

ROC Form 02/01/2002

State of Rhode Island and Providence Plantations

Date: 9/20/2011

- White = Agency
- Green = FHWA
- Yellow = Contract Administration
- Pink = Consultant
- Golden = Purchasing

Department of Transportation
Program Development

REPORT OF CHANGE (ROC)

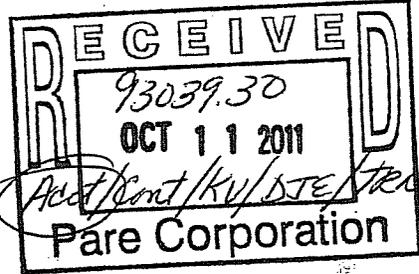
Location: Gloucester, Rhode Island
Project: Bridge Rehab. and Replacement Program - Group 8
Consultant: Pare Corporation

RIC No. 93134
RIFAP No. SEE BELOW
ROC No. 49

This Report of Change is necessary to compensate the Consultant for the work effort and out-of-pocket expenses associated with the testing of two (one additional if the first fail) of the twenty elastomeric bearings for the Chestnut Hill Road Bridge No. 951 Reconstruction project which is part of the Bridge Rehabilitation & Replacement Program - Group 8.

Based on the above, the Department recommends approval of this ROC.

[See Attached Compensation Summary Sheet]



BRM-BCDR (002)	3,734.19	80% FEDERAL
STATE MATCH	933.55	20% STATE
BRM-BCDR (003)	1,312.01	80% FEDERAL
STATE MATCH	328.00	20% STATE
CON-MON (001)	0.00	100% STATE

By Consultant:
Subconsultant Services: 6,307.75
Direct Expenses: 0.00
Total Requested: \$6,307.75

Based on Design Section's review letter dated 09/14/11 and the Consultant's request dated 09/12/11, copies attached, the Department recommends approval of this ROC.

9/20/11	D. [Signature]	Date	Highway/Bridge/Traffic Engineer	9/20/11	[Signature]	Date	Consultant
9/27/11	[Signature]	Date	Section Chief	9/27/11	[Signature]	Date	Federal Agency (If Required)
9/27/11	[Signature]	Date	Division Chief	9/27/11	[Signature]	Date	Federal Funding Review

Comments:

- Participating
- Non-Participating

NOTICE OF CHANGE/CONTRACT ADDENDUM

FEIN:

05-0349690

Consultant:

Pare Corporation
8 Blackstone Valley Place
Lincoln, Rhode Island 02865

Purchase Order No. 70A00342429 ✓

R.I. Contract No. 2006-EH-009 ✓

Original PO Date 01/05/2006

Requisition No. R70D043778

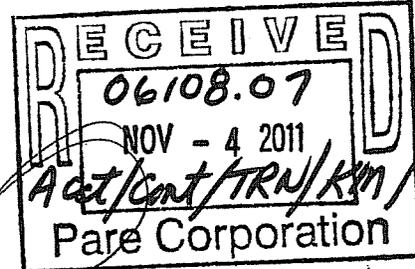
CA No. 11 ✓

Project: 1R Highway Improvements - Route 146A

City/Town: North Smithfield

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 11 ✓



Total Increase/Decrease: \$210,826.78 ✓

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 HPP-0373 (003)	AMT1 168,661.42	80
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 42,165.36	20
3	FAP3	AMT3	
4	FAP4	AMT4	
5	FAP5	AMT5	
6	FAP6	AMT6	
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

10/5/11 [Signature] Date Consultant/Contractor

[Signature] Date Director of Transportation

Pre-Audit	Data Entry
VDB	10-15-11

10/20/11 [Signature] Date State Purchasing Agent/Authorized Agent

- COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

Sent 10-10-11 - MRS

ROC Form 02/01/2002

State of Rhode Island and Providence Plantations

Date: 10/5/2011

- White = Agency
- Green = FHWA
- Yellow = Contract Administration
- Pink = Consultant
- Golden = Purchasing

Department of Transportation
Program Development

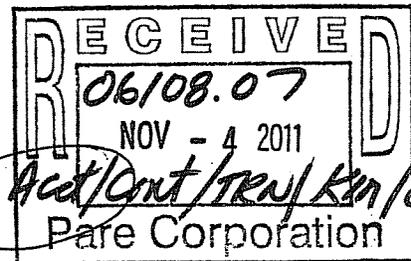
REPORT OF CHANGE (ROC)

Location: North Smithfield
Project: 1R Highway Improvements - Route 146A
Consultant: Pare Corporation

RIC No. 2006-EH-009
RIFAP No. SEE BELOW
ROC No. 11

This Report of Change is necessary to authorize the Consultant additional manhours and out-of-pocket expenses necessary for the addition of engineering design services for Route 146A in North Smithfield as part of the 1R Highway Improvements Project.

[See Attached Compensation Summary Sheets and Combined Summary Sheet]



HPP-0373 (003) 168,661.42 80
STATE MATCH 42,165.36 20

By Consultant: \$209,206.28
Subconsultant Services: 0.00
Direct Expenses: 1,620.50
Total Requested: \$210,826.78

Based on Design Section's review letter dated 09/22/11 and the Consultant's request dated 09/21/11 copies attached, the Department recommends approval of this ROC.

10/11/11 Date	[Signature] Highway/Bridge/Traffic Engineer		
			Consultant
10/13/11 Date	[Signature] Section Chief		exempt Federal Agency (If Required)
		10/13/11 Date	[Signature] Federal Funding Review
10/13/11 Date	[Signature] Division Chief		

Comments:

- Participating
- Non-Participating

NOTICE OF CHANGE/CONTRACT ADDENDUM

FEIN:

05-0349690

Consultant:

Pare Corporation
 8 Blackstone Valley Place
 Lincoln, Rhode Island 02865

Purchase Order No. 70A00342429 ✓

R.I. Contract No. 2006-EH-009 ✓

Original PO Date 01/05/2006

Requisition No. R70D043778

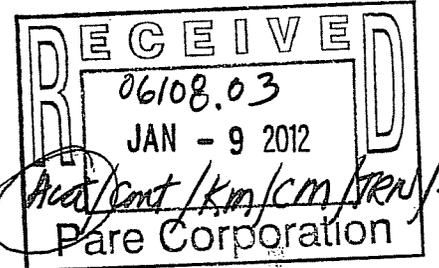
CA No. 13 ✓

Project: 1R Highway Improvements-Old Rte.102 (Victory Hwy)

Contract (K)

City/Town: Burrillville

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 13



Total Increase/Decrease: \$21,808.06 ✓

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 STP-DESN(001)	AMT1 17,446.45	80
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 4,361.61	20
3	FAP3	AMT3	
4	FAP4	AMT4	
5	FAP5	AMT5	
6	FAP6	AMT6	
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

12/9/11 [Signature] Consultant/Contractor

12/9/11 [Signature] Director of Transportation

12/27/11 [Signature] State Purchasing Agent/Authorized Agent

Pre-Audit	Data Entry
VAB	12/14/11

- COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

Sheet 12-14-11

- White = Agency
- Green = FHWA
- Yellow = Contract Administration
- Pink = Consultant
- Golden = Purchasing

Department of Transportation
Program Development

REPORT OF CHANGE (ROC)

Location: Burrillville

RIC No. 2006-EH-009

Project: 1R Highway Improvements-Old Rte.102 (Victory Hwy)

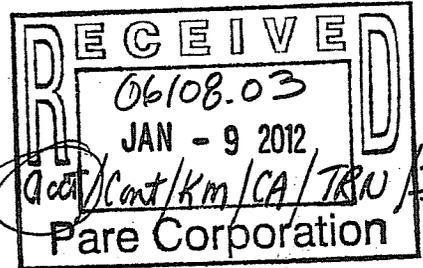
RIFAP No. SEE BELOW

Consultant: Pare Corporation

ROC No. 13

This Report of Change is necessary to authorize the Consultant a labor rate adjustment for the above referenced project as part of the 1R Highway Improvements Project in Burrillville.

[See Attached Compensation Summary Sheets and Combined Summary Sheet]



STP-DESN(001)	17,446.45	80
STATE MATCH	4,361.61	20

By Consultant:	
Subconsultant Services:	21,808.06
Direct Expenses:	0.00
Total Requested:	\$21,808.06

Based on Design Section's review letter dated Dec. 7, 2011 and the Consultant's request dated Nov. 18, 2011, copies attached, the Department recommends approval of this ROC.

Date: 12/14/11	Highway/Bridge/Traffic Engineer	Date: 12/14/11	Consultant
Date: 12/12/11	Section Chief	Date: 12/14/11	Federal Agency (If Required)
Date: 12/13/11	Division Chief	Date: 12/14/11	Federal Funding Review

Comments:

- Participating
- Non-Participating



Notice of Blanket Purchase Agreement

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

11130.00

JAN 03 2012

JMB - P.O.
Acct -

PARE CORPORATION
8 BLACKSTONE VALLEY PL
LINCOLN, RI 02865
United States

ENGINEERING SERVICES - DAM
INSPECTIONS (DEM)

Award
Number
3259229

Effective Period:
12-DEC-11 - 30-JUN-12

S H I P P I N G I N F O R M A T I O N	DEM OFFICE OF COMPLIANCE AND INSPECTION 235 PROMENADE ST, SUITE 220 PROVIDENCE, RI 02908 United States	Date: 12-DEC-11 Buyer: J Moynihan Shipping: Paid Terms: NET-30 Vendor #: 1149	I N V O I C E	DOA CONTROLLER ONE CAPITOL HILL, 4TH FLOOR SMITH ST PROVIDENCE, RI 02908 United States

Department	Type of Requisition	Bid Number	Requisition Number
DEM		7448923 W/A	1223934
Line	Item	Item Description	Unit Price

		12/12/11 - 6/30/12 ENGINEERING SERVICES - DAM INSPECTIONS NOT TO EXCEED - \$41,057.00		
1		APA-10861 - 12/12/11-6/30/12 - DAM INSPECTION, DESIGN, AND CONSTRUCTION SERVICES IN ACCORDANCE WITH THE PROVISIONS OF RFP #7448923 AND THE ATTACHED AGREEMENT DATED 9/20/11 (REVISED 10/20/11) BETWEEN THE RI DEPARTMENT OF ENVIRONMENTAL MANAGEMENT AND PARE CORPORATION WHICH, IN CONFLICT, ARE SUBSERVIENT TO THE STATE'S GENERAL CONDITIONS OF PURCHASE AGENCY CONTACT PERSON: LYNNE DeBRITTO - (401) 222-1360 x-7506 SUPPLIER TELEPHONE # (401) 334-4100 SUPPLIER FAX # (401) 334-4108	Each	1

STATE PURCHASING AGENT

Lorraine A. Hynes

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.

VENDOR



Engineers | Scientists | Planners

PARECORP.COM



September 20, 2011
Revised October 20, 2011)

Mr. Jerome D. Moynihan, C.P.M, CPPO
Department of Administration/Division of Purchases
One Capitol Hill
Providence, RI 02908-5855

Re: LOI # 7448923, Engineering Svcs – Dam Inspections
Statewide, Rhode Island
(PARE Proposal No. MP224.11)

Dear Mr. Moynihan:

In accordance with your request, Pare Corporation (PARE) is pleased to provide this contract for the above referenced. Outlined herein are our scope of services, the method and basis of compensation for our services, and the terms and conditions of the agreement.

SCOPE OF SERVICES

SCOPE OF WORK (Basic Services)

File Review

Pare Corporation (PARE) will review the available files at the Rhode Island Department of Environmental Management. The intent of this task is to gather any new data relative to the location and construction of the dam as well as review previous deficiencies that may have been observed at the dam.

Information gathered during this task will be incorporated into the final inspection report.

Detailed Field Inspection

During this task, Pare Corporation (PARE) will complete a field reconnaissance, review the hazard classification based upon current downstream hazards, and inspect and document the condition of the dam and regulating structures

- Union Mill - #015
- Spring - #039
- Ross - #565
- Mill - #152
- Black Rock - #185
- Upper - #186
- Arnold - #561
- Bucklin Point - #446
- Spear - #349
- Gorham N. Farm - #526
- Cherry Valley - #021
- Snakeskin - #032
- Coomer - #354
- Lake Aldersgate - #514
- David King Farm - #594
- Yawgoog - #226
- Ashville - #227
- Langworthy - #285
- Barberville - #215
- Wyoming Upper - #216
- Belknap - #127
- Pocasset - #310
- Hughesdale Upper - #513
- Caesarville - #325
- Kimball - #346
- Dexter Farm - #504
- Mollen - #099
- Hamilton - #530
- Slocum Woods - #693
- Secret - #704
- Slatersville Lower - #047
- Canada Upper - #093
- Wood River Junction - #273
- Hope - #160
- Jordan - #345
- Pine Swamp I - #361
- Hawkins - #123
- Bouchar Farm - #455

10 LINCOLN ROAD, SUITE 103 FOXBORO, MA 02035
T 508.543.1755 F 508.543.1881

8 BLACKSTONE VALLEY PLACE
T 401.334.4100 F 401.334.4108



The condition of the structure will be reviewed by means of an on the ground inspection of the dam and its appurtenant structures. The inspection will be visual in nature and will include accessible portions of the upstream slope, the dam crest, downstream slope, abutments, downstream area, drains, principal spillways, and outlet structures. Should evidence of piping, discontinuity or blockage within drains or conduits be observed, recommendations for warranted further evaluations will be provided.

The inspection will be completed by a registered professional engineer with a minimum of 9 years of experience in dam engineering. During the course of the inspection, digital photographs of specific deficiencies, as well as photographs of general alignments and configurations will be obtained for record and comparison to existing photographs. Photographs will include a scaled reference, when appropriate, and will be indicated on a site sketch depicting the approximate location and direction of the photograph.

During the fieldwork, the inspector will interview the dam operator or caretaker to discuss operation and maintenance activities at the dam, current developments at the dam, and other information pertinent to the assessment of the dam's performance. Should the dam owner not be available to meet during the inspection, Pare Corporation will schedule a telephone interview with the owner.

Inspection of the dam and embankment will be performed during near normal pool elevations. Lowering or draining of the impoundment prior to inspection removes the normal load on the structure and may obscure certain conditions that might otherwise be detectable if inspected under the normal operating environment of the structure.

The completion of subsurface explorations or other intrusive investigations is not anticipated as part of this scope. Should it be determined that such investigations or the addition of instrumentation are necessary, recommendations, including recommended exploration programs and anticipated costs, will be presented in the inspection report.

Inspection/Evaluation Report

The results of the above work will be summarized in a report utilizing the format as shown in the sample report contained herein. In developing our reports, Pare's goal is to not simply document the condition of the dam, but to provide the Owner with a tool which can be used to develop a maintenance and repair approach, as well as discuss the rationale behind the recommended activities. With that in mind, our reports will include:

- Dam identification number and classification;
- Site description;
- A thorough description of the observed conditions;
- A comparison of current conditions to conditions and recommendations as identified in previous reports, if any;
- Recommendations for additional studies, repairs, maintenance and remedial measures and supporting rationale;
- Discussion of dam removal options (if warranted);
- Photographs of the observed deficiencies with scale references where appropriate;
- A site sketch generated from available plans that graphically depicts the location of observed deficiencies and the location and orientation of photographs.



Mr. Jerome D. Moynihan, C.P.M., CPPO (3)

September 20, 2011
Revised October 20, 2011

Pare will provide RIDEM with a draft copy of one report for review and comment. Upon receipt of comments from RIDEM, Pare will provide two (2) hard copies and one electronic version of the final reports to RIDEM.

ACTIVITIES NOT INCLUDED IN THIS PROPOSAL

The following activities are not included as part of this proposal. Should it be determined that these activities are necessary; PARE can undertake these activities as additional services through a contract addendum.

- Underwater inspections;
- Subsurface explorations;
- Stability analysis;
- Seepage analysis;
- Design for repairs or remedial measures;
- Dam Break Analysis
- Hydrologic/Hydraulic Analysis
- Update of the EAP
- Identification of all property owners and residents within the potential inundation zone.

Outside Services

No outside services are not anticipated for this project.

SERVICES PROVIDED BY OTHERS

During the completion of the work, some information and tasks will need to be provided or performed by Others. This includes the following:

- Access to the areas of the dam.
- Access to existing files and records pertaining to the dams.

ADDITIONAL SERVICES

Other services required by RIDEM that are not part of the Scope of Services, as described above, shall be considered Additional Services. Additional Services shall be furnished by PARE, or obtained from others by PARE if requested in writing by RIDEM. RIDEM shall pay PARE for Additional Services in accordance with rates and charges agreed to in writing prior to authorization by RIDEM

PERIOD OF SERVICE

The time periods for performance of the services as set forth in attached schedule. Services will commence upon written authorization to proceed and information required to perform our services. Additional services may materially add to the time required to complete the work on the Project. PARE will be entitled to an equitable adjustment in the Period of Service as a result of services added.



Mr. Jerome D. Moynihan, C.P.M., CPPO

(4)

September 20, 2011
Revised October 20, 2011

BASIS OF COMPENSATION AND METHOD OF PAYMENT

PARE's billings will be based upon a lump sum fee as indicated below. If additional services are required, the billings for these services will be based upon actual accrued time and expenses in accordance with the Schedule of Fees.

ADDITIONAL SERVICES

Services that are required but not part of the Scope of Services as described above shall be considered Additional Services. All additional services must be previously authorized. Additional services shall be compensated on an hourly basis at rates and charges as shown on the attached Schedule of Fees. Included as Additional Services will be any additional public meetings not included within the Basic Services, including preparatory meetings with attorneys, and preparation of graphic materials for presentations.

INVOICING

PARE will prepare and submit monthly invoices that detail activities during the billing period. The invoices will identify percent complete per task, accrued total, and remaining balance for each task. PARE will also provide a narrative progress report that describes activities completed during the billing period, outstanding issues, and an updated schedule of anticipated work and submittals.

CHARGES

Pare Corporation can complete the visual inspection of *all 38 structures* as identified within the RFP for a total of \$41,057. The attached Response Manhour Breakdown Table presents the level of effort for each.

This represents our best judgment at this time as to the effort required to achieve the stated objectives. It must be recognized that unforeseen conditions, which become evident during the course of the studies, may alter or increase the effort required. You will be notified of any changes requiring an increase in budget, and we will not exceed the recommended budget without your prior approval.

Pare Corporation reserves the right to renegotiate or adjust our fee accordingly if our Proposal for Services is not accepted within a 90-day period.

ACCEPTANCE

This Proposal may be accepted by signing in the appropriate spaces below and returning one copy to us. Your signing of this letter constitutes your acceptance of all of the paragraphs included herein and acknowledgement of the General Terms and Conditions as referenced in the RFP as the governing terms for this contract. Please do not hesitate to consult with us concerning any questions regarding this Agreement.



Mr. Jerome D. Moynihan, C.P.M., CPPO (5)

September 20, 2011
Revised October 20, 2011

Thank you for the opportunity to submit this Contract. If you have any questions, please contact us at your convenience.

Sincerely,

J. Matthew Bellisle, P.E.
Senior Vice President

JMB/ln

Enclosures

- Schedule
- Manhour Breakdown

This Proposal for Services and referenced Terms and Conditions are hereby accepted and executed by a duly authorized signatory who, by execution hereof, warrants that he/she has full authority to act for, in the name of, and on behalf of Rhode Island Department of Environmental Management.

RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

By Title SR. SANITARY ENGINEER

Typed Name: PAUL GUGLIELMINO Date 10/27/2011

PARE CORPORATION

By Title Senior Vice President

Typed Name: J. Matthew Bellisle, P.E. Date September 20, 2011 October 20, 2011

**ENGINEERING SERVICES FOR VISUAL INSPECTION OF DAMS IN RHODE ISLAND
MANHOUR BREAKDOWN**

Staff Categories and Rates

Scope Item	Principal	Managing Engineer	Project Engineer	Engineer	Hydrologist	Principal Scientist/Planner	Scientist	Drafter	Clerical	Total Required Hours	Total Costs
Research, Investigation and Evaluation											
A: File Review				19.0						19.0	\$ 1,662.50
Professional Services				19.0						19.0	\$ 1,662.50
Subtotal				19.0						19.0	\$ 1,662.50
B: Visual Inspection			95.0							95.0	\$ 11,777.62
Professional Service			95.0							95.0	\$ 11,777.62
Subtotal			95.0							95.0	\$ 11,777.62
C: Report Preparation	19.0		152.0					57.0	38.0	266.0	\$ 27,379.00
Report Preparation	19.0		152.0					57.0	38.0	266.0	\$ 27,379.00
Subtotal	19.0		152.0					57.0	38.0	266.0	\$ 27,379.00
PROJECT TOTAL:											\$ 40,819.12
Total Project Hours	19.0	0.0	247.0	19.0	0.0	0.0	0.0	57.0	38.0	380.0	\$ 40,819.12
										Total Expenses	\$ 237.88

Labor Code	Description	hrs	
01001	Project Admin	0.5	\$57.50
01004	Drafting	1.5	\$103.50
01005	Clerical	1	\$66.90
01006	Report prep	4	\$534.89
01010	Field Inspection/review	2.5	\$275.00
01011	Data Collection	0.5	\$36.39
	Expenses		\$6.26
		10	\$1,080.44 per dam

\$ 41,057.00



CONTRACT TERMS AND CONDITIONS

Contract Terms and Conditions

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TERMS AND CONDITIONS OF PRICING AGREEMENT IV

Terms and Conditions**PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****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 "BILL 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.

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.

REIMBURSEMENT RATE

COMPENSATION TYPE - REIMBURSEMENT. RATE OF REIMBURSEMENT SET AT \$1 FOR EACH \$1 OF ALLOWABLE EXPENSES.

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.