


Patricia A. Peshka
Purchasing Agent



Joseph J. Solomon
Mayor

City of Warwick
Purchasing Division
3275 Post Road
Warwick, Rhode Island 02886
Tel (401) 738-2013
Fax (401) 737-2364

TO: Members of the Finance Committee
FROM: Patricia A. Peshka, Purchasing Agent 
DATE: September 11, 2020
RE: Bids for the Finance Committee Monday, September 21, 2020

CITY OF WARWICK

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

9/21/20

MEETING DATE: _____

NO: _____

APPROVED: _____ MAYOR

DATE: _____

RESOLVED, That The City Council of the City of Warwick as required by the provisions of Sections 6-11 and 6-12 of the City Charter and the Ordinance relative to competitive bidding on purchase enacted there under hereby and herewith approves the acceptance of the following bid(s):

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2020 - 221A	Motor Oil, Hydraulic & Transmission Fluids, Chassis Grease & Gear Lube	<p>BWE, LLC 1064 Goffs Falls Road Manchester, NH 03103</p> <p>Dennis K. Burke Inc. 555 Constitution Drive Taunton, MA 02780</p> <p>Safety-Kleen Systems, Inc. 2600 North Central Expressway, Suite 400 Richardson, Texas 75080</p> <p>Total Energy dba Ocean State Oil 123 Ocean State Drive North Kingstown, RI 02852</p>	\$10,000.00		1	6 - 12

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PCR-86-20

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021 - 111	Annual Bituminous Concrete & Portland Cement	International Paving Corporation 1331 Main Street West Warwick, RI 02893	\$30,000.00	9/27/20 - 9/26/21		
2021 - 113	Purchase Canon Powershot SX540 Digital Cameras	W.B Hunt Co. Inc. 100 Main St. Melrose, MA 02176	\$9,419.60			
2021 - 145	Re-Accreditation Services	CALEA 10302 Eaton Place, Suite 100 Fairfax, Virginia 22030	\$10,000.00	11/1/20 - 10/31/21		56 - 6
2021 - 146	Consulting Services for Water Tank Inspection	Stantec Consulting Services Inc. 65 Network Dr. 2 nd Floor Burlington, MA 01803	\$15,000.00	One year from date of award		56 - 6

AND BE IT FURTHER RESOLVED, That such purchase or contract be awarded to the lowest responsible bidder.

1. Request permission to increase PCR-188-19 from \$42,000.00 to \$52,000.00

THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE

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CITY COUNCIL MEETING SEPTEMBER 21, 2020

<u>BID #</u>	<u>DESCRIPTION</u>	<u>DEPT</u>
2020-221	Motor Oil, Hydraulic & Transmission Fluids, Chassis Grease & Gear Lube (Sec.6-12)	1-14
2021-111	Annual Bituminous Concrete & Portland Cement	15-20
2021-113	Purchase Canon Powershot SX540 Digital Cameras	21-25
2021-145	Re-Accreditation Services (Sec. 56-6)	26-27
2021-146	Consulting Services for Water Tank Inspection (Sec. 56-6)	28-35

SECTION 6-12

Request permission to increase PCR-188-19 from \$42,000.00 to \$52,000.00

Bid 2020-221A Motor Oil, Hydraulic & Transmission Fluids, Chassis Grease & Gear Lube

BWE, LLC
1064 Goffs Falls Road
Manchester, NH 03103

Dennis K. Burke Inc.
555 Constitution Drive
Taunton, MA 02780

Safety-Kleen Systems, Inc.
2600 North Central Expressway, Suite 400
Richardson, Texas 75080

Total Energy dba Ocean State Oil
123 Ocean State Drive
North Kingstown, RI 02852

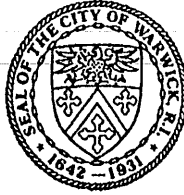
LAST ACTION TAKEN

Award (bid): PCR-188-19 approved December 4, 2019 in the amount of \$42,000.00. Contract period one year from date of award.

Contract Increase Requested: \$10,000.00
Current Contract Award: \$42,000.00

Contract Period Requested: No change in term
Current Contract Period: December 11, 2019 – December 10, 2020

MATHEW SOLITRO
DIRECTOR OF PUBLIC WORKS



JOSEPH J SOLOMON
MAYOR

CITY OF WARWICK
DEPARTMENT OF PUBLIC WORKS
925 SANDY LANE • WARWICK, RHODE ISLAND 02889
TEL (401) 738-2003 • FAX (401) 732-5208
T.D.D. (401) 739-9150

SEP 02 2020

To: Patricia Peshka, Purchasing Agent

From: Mathew Solitro, Director of Public Works

Date: September 2, 2020

Subj: Bid2020-221A Motor/Hydraulic Oils & Transmission Fluids, Chassis Grease and Gear Lube

The above was awarded by the City Council for the purchase of lubricants necessary in the Automotive Division. This department was awarded a cap of \$42,000 and has nearly expended that amount.

Please consider this memo a request for Sec. 6-12, alteration to contract, of the City Charter increase the cap to \$52,000, an increase of \$10,000, for the contract period on the above that expires on December 10, 2020.

(65-212 - \$10,000)

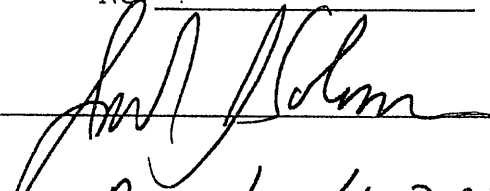
CITY OF WARWICK

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

R-19-161

NO: _____

APPROVED:  MAYOR

DATE: December 4, 2019

RESOLVED, That The City Council of the City of Warwick as required by the provisions of Sections 6-11 and 6-12 of the City Charter and the Ordinance relative to competitive bidding on purchase enacted there under hereby and herewith approves the acceptance of the following bid(s):

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2019 - 046	State of RI Toilets, Portable, Rental	<i>United Site Services Northeast, Inc.</i> 50 Washington St. Ste. 1000 Westborough, MA 01581 <i>Hallman Septic Service & Portable Toilets, LLC</i> 161 Willow Lane Portsmouth, RI 02871	\$5,000.00	6/7/20 - 6/6/21	1	6 - 12
2019 - 309	Janitorial & Cleaning Supplies for DPW	<i>Banner Systems Inc.</i> 135 Elliot St. Brockton, MA 02302 <i>W.B. Mason Co., Inc.</i> 99 Bald Hill Rd. Cranston, RI 02920	\$10,000.00		2	6 - 12

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Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2020 - 175	Health & Dental Insurance Consultant	Marsh & McLennan Agency 50 Park Row West Suite 102 Providence, RI 02903	\$17,000.00	From date of award to Health Fund award		
2020 - 178	Structural Firefighting Helmets	Fire Tech and Safety 100 Business Park Dr, Suite 6 Tyngsborough, MA 02879	\$7,500.00	One Year from Date of Award		
2020 - 202	Tax Exempt Master Lease Purchase Program	TD Equipment Finance, Inc. 180 Westminster St. Providence, RI 02903	\$2,303,074.24	11/19/19 - 11/18/20		
2020 - 212	Delivery of Industrial Cylinder Gases	Cranston Welding Supply 1425 Park Ave Cranston, RI 02920	\$5,000.00	2/21/20 - 2/20/22		
2020 - 213A	Original Equipment Manufacturers' Parts for Various Vehicles	Tasca Auto Group 1300 Pontiac Ave. Cranston, RI 02921 C.N. Wood Company, Inc. 200 Merrimac Street Woburn, MA 01801	\$573,000.00 Inclusive of Bid2020-213A Bid2020-213B	2/18/20 - 2/17/21		
2020 - 217	Police Pre-Employment Medical Exams	Occupational Health Center of the Southwest, P.A., Co. d/b/a Concentra Medical Centers 400 Bald Hill Rd. Warwick, RI 02886	\$4,500.00	3/5/20 - 3/4/21		

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Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2020 - 218	Original Equipment Manufacturers' Parts for Various Police Vehicles	Tasca Auto Group 1300 Pontiac Ave. Cranston, RI 02921	\$75,000.00	11/18/19 - 11/17/20		
2020 - 221A	Motor Oil, Hydraulic & Transmission Fluids, Chassis Grease & Gear Lube	BWE, LLC 1064 Goffs Falls Road Manchester, NH 03103 Dennis K. Burke Inc. 555 Constitution Drive Taunton, MA 02780 Safety-Kleen Systems, Inc. 2600 North Central Expressway, Suite 400 Richardson, Texas 75080 Total Energy dba Ocean State Oil 123 Ocean State Drive North Kingstown, RI 02852	\$42,000.00	One Year from Date of Award		
2020 - 221B	Motor Oil, Hydraulic & Transmission Fluids, Chassis Grease & Gear Lube	Total Energy dba Ocean State Oil 123 Ocean State Drive North Kingstown, RI 02852	\$7,500.00	One Year from Date of Award		
2020 - 221C	Motor Oil, Hydraulic & Transmission Fluids, Chassis Grease & Gear Lube	Total Energy dba Ocean State Oil 123 Ocean State Drive North Kingstown, RI 02852	\$1,500.00	One Year from Date of Award		



Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2020 - 213B	Original Equipment Manufacturers' Parts for Various Vehicles	<i>RI Truck Center Northland JCB Wood Co. Coastal International Norfolk Power Vermeer Northeast Tri-County Contractors HEWS Company Strobes & More Hurd Auto Mall Kahn Tractor Southworth Milton Kaman Industrial Minuteman Trucks NE Fire Apparatus Cap City of RI New England Detroit Diesel Allison Ed & Matt Equipment Howard Johnson Inc. Sanitary Equipment Company, Inc. Ballard Mack Sales & Service of RI The Peterbilt Store New England, LLC</i>	Inclusive of Bid2020-213A Bid2020-213B	2/18/20 - 2/17/21		56 - 6
2020 - 244	Purchase Rebuilt Engine for H-58	<i>Camerota Truck Parts 245 Shaker Road P.O Box 1134 Enfield, CT 06083</i>	\$7,000.00			56 - 6

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PCR-188-19

AND BE IT FURTHER RESOLVED, That such purchase or contract be awarded to the lowest responsible bidder.

1. Request permission to increase and extend PCR-90-19 (Sub A)
Increase from \$20,000.00 to \$25,000.00 Extend from June 7, 2020 – June 6, 2021 MPA #78
2. Request permission to increase PCR-90-19 (Sub A) from \$15,000.00 to \$25,000.00

THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE

2020-221A Motor Oil, Hydraulic & Transmission Fluids, Chassis Grease & Gear Lube

- 4 bids submitted

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CODE: 65-212 Automotive – Motor Oil \$36,000.00
65-220 Automotive – Gasoline \$6,000.00

MANNER OF AWARD: \$42,000.00
One Year from Date of Award

RECOMMEND:

BWE, LLC Items 2, 13, 14, 15
Dennis K. Burke Inc. Items 3, 6
Safety-Kleen Systems, Inc. Items 1, 4, 5, 7, 9, 11, 16, 18
Total Energy dba Ocean State Oil Items 8, 10, 12, 17

BWE, LLC
1064 Goffs Falls Road
Manchester, NH 03103

Dennis K. Burke Inc.
555 Constitution Drive
Taunton, MA 02780

Safety-Kleen Systems, Inc.
2600 North Central Expressway, Suite 400
Richardson, Texas 75080

Total Energy dba Ocean State Oil
123 Ocean State Drive
North Kingstown, RI 02852

Pricing as Follows

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<u>Item #</u>	<u>Description</u>	<u>BWE, LLC</u>	<u>Dennis K. Burke</u>	<u>Safety-Kleen</u>	<u>Total Energy</u>
1	Delo 400 LE (or equal)				
	Brand	Naviguard	Fleetline	Performance Plus	Sunoco Super C 15W/40 ck-4
	Price 55 Gallon Drum Delivered	\$365.00	\$397.00	\$348.75	\$411.35
2	Shell Rotella T30				
	Brand	Naviguard	Fleetline	No Bid	Chevron URSA SP30
	Price 55 Gallon Drum Delivered	\$398.00	\$437.00	No Bid	\$606.70
3	Shell Rotella T40				
	Brand	Naviguard	Fleetline	No Bid	Chevron URSA SP40
	Price 55 Gallon Drum Delivered	\$495.50	\$457.00	No Bid	\$606.70
4	Formula Shell 5W20				
	Brand	Naviguard	Fleetline	Performance Plus	Sunoco Ultra Syn Blend 5W/20
	Price 55 Gallon Drum Delivered	\$310.75	\$307.00	\$298.00	\$312.85
	Bulk Delivery Price/Gallon	\$5.15	\$4.97	\$4.32	\$5.19
5	Formula Shell 5W30				
	Brand	Naviguard	Fleetline	Performance Plus	Sunoco Ultra Syn Blend 5W/30
	Price 55 Gallon Drum Delivered	\$310.75	\$307.00	\$298.00	\$312.85
	Bulk Delivery Price/Gallon	\$5.15	\$4.97	\$4.32	\$5.19
	continued next page				

<u>Item #</u>	<u>Description</u>	<u>BWE, LLC</u>	<u>Dennis K. Burke</u>	<u>Safety Kleen</u>	<u>Total Energy</u>
6	Formula Shell 10W30				
	Brand	Naviguard	Fleetline	Performance Plus	Total Quartz Future XT 10W/30
	Price 55 Gallon Drum Delivered	\$310.75	\$297.00	\$298.00	\$310.00
	Bulk Delivery Price/Gallon	\$5.15	\$4.97	\$4.32	\$5.15
7	Hydraulic ISO 46				
	Brand	Naviguard	Fleetline	Performance Plus	Total Azolla AW46
	Price 55 Gallon Drum Delivered	\$289.70	\$297.00	\$268.30	\$281.50
8	Hydraulic ISO 100				
	Brand	Naviguard	Fleetline	No Bid	Ocean State AW100 Plus
	Price 55 Gallon Drum Delivered	\$377.50	\$397.00	No Bid	\$396.45
9	Chevron 1000 THF Hydraulic Fluid				
	Brand	Naviguard	Fleetline	Performance Plus	Sunoco TH Fluid
	Price 55 Gallon Drum Delivered	\$338.70	\$347.00	\$344.30	\$352.45
	Bulk Delivery Price/Gallon/200 Gallons (Police Garage)	\$5.84	\$5.39	\$5.09	No bid
10	Synthetic Transmission Fluid				
	Brand	Mobil	BP Autran	No Bid	BP Autran 295 Synthetic ATF
	Price 55 Gallon Drum Delivered	\$1,595.00	\$1,729.00	No bid	\$1,586.35
	continued next page				

2020-221 Motor,Hydraulic,Transmission,Chassis Grease,Gear Lube BID RESULTS

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<u>Item #</u>	<u>Description</u>	<u>BWE, LLC</u>	<u>Dennis K. Burke</u>	<u>Safety-Kleen</u>	<u>Total Energy</u>
11	Transmission Dextron III				
	Brand	Naviguard	Fleetline	Performance Plus	Total Fluid H3NA ATF Dextron III
	Price 55 Gallon Drum Delivered	\$367.60	\$377.00	\$325.50	\$340.90
12	Mercon LV -Transmission Fluid				
	Brand	Naviguard	Maxxium Performance Full Syn Dexron VI ATF	Performance Plus	Advantage Universal Synthetic LVATF
	Price 55 Gallon Drum Delivered	\$544.75	\$597.00	\$528.00	\$493.35
13	Gear Oil – 120 lb Nat’l 80W90 GL-5	Naviguard \$150.00	Fleetline \$195.00	Performance Plus \$47.00 /5 gal pail (36 lbs.)	Sunoco Ultra 80W/90 \$174.40/keg
14	Chassis Grease – Industrial LI-PLEX HD#2	Naviguard \$283.40	Phillips 66 Multiplex 600 #2 \$317.00	Performance Plus \$318.80	Chevron Delo Starplex EP2 \$321.95
15	Synthetic Gear Lube – 5 gal pail Nat’l 75W90	Naviguard \$99.99	Citgear Syn 75W-90 \$135.00	Performance Plus \$106.90	Chevron Delo Synth 75W/90 \$165.00
16	Synthetic Gear Lube – 5 gal pail Nat’l 75W140	Naviguard \$135.65	Citgear Syn 75W-140 \$185.00	Performance Plus \$106.90	Chevron Delo Synth 80W/140 \$165.00
17	Diesel Exhaust Fluid (Def)				
	Brand	Ultra Pure	Fleetline	No Bid	Ocean Blue DEF
	Price 2.5 Gallon Containers Delivered	\$12.99/cs of 2 x 2.5 gallon containers	\$15.49/cs of 2 x 2.5 gallon containers	No Bid	\$6.49 per jug
	Bulk Delivery Price/Gallon	\$1.45	\$1.47	No Bid	\$1.19
	*Must include tank monitoring & automatic delivery	Will monitor for delivery. Purchasing monitors may cost	No Charge. Remote tank monitoring		
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<u>Item #</u>	<u>Description</u>	<u>BWE, LLC</u>	<u>Dennis K. Burke</u>	<u>Safety-Kleen</u>	<u>Total Energy</u>
18	AW-68 Hydraulic Oil				
	Brand	Navigator	Fleetline	Performance Plus	Ocean State A W68
	Price 55 Gallon Drum Delivered	\$299.50	\$317.00	\$290.30	\$307.90
	Bulk Delivery Price/Gallon	\$5.05	\$4.67	\$4.31	\$5.03
	Indicate any environmental fees as applicable	RI Hard to Dispose tax will be added to invoices. \$0.40/gallon on lubes. \$0.05/lb. on grease and oil	RI Hard-to-Dispose fee is included	No additional fees applied	Included in all prices quoted above

Bid2020-221 Motor Oils, Hydraulic Oils, Transmission Fluid, Chassis Grease & Gear Lube					
The following vendors were sent specifications.					
VENDOR	ADDRESS	CITY	STATE	ZIP	
Action Auto Parts	795 N. Main St.	Providence	RI	02904	
Ballard Mack	280 Scituate Ave.	Johnston	RI	02919	
Booth Waltz Enterprises, Inc. d/b/a G.H. Berlin Lubricants	42 Rumsey Rd.	E. Hartford	CT	06108	
Dennis K Burke, Inc.	284 Eastern Ave.	Chelsea	MA	02150	
Fleetpride, Inc.	1 Wholesale Way	Cranston	RI	02920	
Fleetserve Petroleum Products	282 Dedham St.	Norfolk	MA	02056	
Industrial Oil & Supply Co., Inc.	308 E School St	Woonsocket	RI	02895	
Lawson Products	8770 W. Bryn Mawr, Ste. 900	Chicago	IL	60631	
New England Detroit Diesel-Allison, Inc.	One Southern Industrial Dr.	Cranston	RI	02921	
Pascale Service Corp.	51 Delta Dr.	Pawtucket	RI	02860	
Raps Auto Parts Supply, Inc.	1925 Pawtucket Ave.	E. Providence	RI	02914	
Riparts Warehouse, Inc	45 John L Dietsch Blvd	North Attleborough	MA	02760	
Royco Distributors, Inc.	211 Colony Rd.	Gardner	MA	01440	
Safety-Kleen Systems, Inc.	2600 N. Central Expressway, Ste. 400	Richardson	TX	75080	
Total Energy d/b/a Ocean State Oil	123 Ocean State Dr.	N. Kingstown	RI	02852	
Vehicle Maintenance Program, Inc.	3595 N. Dixie Hwy. Bay #7	Boca Raton	FL	33431	
West Springfield Auto Parts, Inc.	945 Main St.	W. Springfield.	MA	01089	

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CITY OF WARWICK
DEPARTMENT OF PUBLIC WORKS
925 SANDY LANE
WARWICK, RI 02889
TEL. 401-738-2003
FAX 401-732-5208

JOSEPH J. SOLOMON
MAYOR

MATHEW J. SOLITOR
DIRECTOR

To: Patricia Peshka, Purchasing Agent

From: Mathew Solitro, Public Works Director *ms*

Date: November 15, 2019

Subj: Bid2020-221 Motor/Hydraulic Oils & Transmission Fluids, Chassis Grease and Gear Lube

We have reviewed the four bids received and recommend award to the vendors as follows:

Items 3, 6 – Dennis K. Burke, Inc.

Items 8, 10, 12, 17 – Ocean State Oil

Items 1, 4, 5, 7, 9, 11, 16, 18 – Safety Kleen

Items 2, 13, 14, 15 BWE, LLC

The recommended overall cap is \$42,000.00. This recommendation is for the Public Works Department portion only. The previous contract expired on October 25, 2019. The current new contract period will be date of award for one year.

(65-212 - \$36,000)

(65-220 - \$6,000)

Bid2021-111 Annual Bituminous Concrete & Portland Cement

- 2 bids received

CODE: 84-293 Water Department/Street repairs

MANNER OF AWARD: \$30,000.00
September 27, 2020 – September 26, 2021

RECOMMEND: International Paving Corporation

Narragansett Improvement Co
223 Allens Avenue
Providence, RI 02903

International Paving Corporation
1331 Main Street
West Warwick, RI 02893

Pricing as Follows

Bid2021-111 Annual Bituminous Concrete Portland Cement BID RESULTS

		Narragansett Improvement Co.	International Paving
Item	Description	Unit Price	Unit Price
1	Bituminous Road Repair (gravel base). 2 inches of Class 1-1 bituminous concrete (surface) and two (2) inches of binder complete for a total of four (4) compacted inches with 12 inch gravel base and hot asphalt pressure seam seal per RIDOT specifications and contract documents:		
CAT. 1a	Bituminous repair Gravel Base	\$400.00	\$50.00
2	BITUMINOUS ROAD REPAIR (rigid concrete road base). 2 inches of Class 1-1 bituminous concrete (surface) and 2 inches of binder, for a total of 4 compacted inches and 8 inches of Portland cement concrete base complete and hot asphalt pressure seam seal per RIDOT specifications and contract documents		
CAT. 2a	Bituminous repair Concrete base	\$800.00	\$85.00
3	DRILL AND GROUT REINFORCING DOWELS (rigid concrete road base). No. 5 rebar installed and grouted in drilled holes of the existing concrete base complete per RIDOT specifications		
CAT. 3a	No. 5 Dowels	\$250.00	\$150.00
4	BITUMINOUS ROAD REPAIR 2 inch compacted bituminous concrete base course lifts complete, placed upon request and prior approval of the Warwick Water Division, when necessary to match existing surface of the bituminous concrete roadway, when the thickness of the existing roadway exceeds the 2 inches of Class 1-1 bituminous concrete (surface) and 2 inches of binder (total 4 compacted inches) noted in Bid Items 1 and 2 above		
CAT. 4a	Bituminous base. 2" course	\$400.00	\$40.00
Continued next page			

Bid2021-111 Annual Bituminous Concrete Portland Cement BID RESULTS

		Narragansett Improvement Co.	International Paving
Item	Description	Unit Price	Unit Price
5	BITUMINOUS SIDEWALK REPAIR (flexible base). Match existing thickness of Class 1-2 bituminous concrete surface complete (minimum 4 compacted inches) per RIDOT specifications and contract documents		
CAT. 5a	Bituminous sidewalk	\$350.00	\$20.00
6	PORTLAND CEMENT CONCRETE SIDEWALK REPAIR Portland cement concrete placed at the same thickness as the existing adjacent sidewalk complete (4 inch minimum thickness). Per RIDOT specifications and contract documents. Thickness of driveway areas shall be the same as existing adjacent driveway area (4 inch minimum thickness)		
CAT. 6a	Concrete sidewalk repair	\$600.00	\$100.00
7	PORTLAND CEMENT CONCRETE (Sidewalk and driveway repair) Portland concrete placed per cubic yard in excess of the requirement amount identified in Bid Item No. 6 complete		
CAT. 7a	Concrete driveway and sidewalk	\$650.00	\$10.00
8	Curbing (Material only)		
CAT. 8a	Precast Concrete	\$50.00	\$5.00
CAT. 8b	Granite 5" thick	\$70.00	\$6.00
CAT. 8c	Granite 6" thick	\$80.00	\$8.00
CAT. 8d	Precast Concrete 2 foot return	\$400.00	\$150.00
CAT. 8e	Granite 2 foot return	\$550.00	\$275.00
9	RAISE AND RESET CONCRETE/GRANITE CURBING (only upon request and prior approval of the Warwick Water Division). Raise and reset curbing complete		
CAT. 9a	Raise/reset curbing	\$300.00	\$12.00
10	GRAVEL BASE (Only upon request and/or emergency request and prior approval of the Warwick Water Division). Furnish place compact gravel base complete, beyond amounts indicated in the contract document specifications		
CAT. 10a	Gravel Base	\$100.00	\$15.00
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Bid2021-111 Annual Bituminous Concrete Portland Cement BID RESULTS

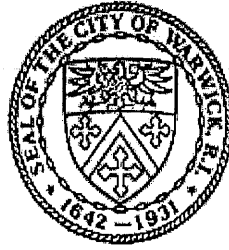
		Narragansett Improvement Co.	International Paving
Item	Description	Unit Price	Unit Price
11	INFRARED BASE (Only upon request and prior approval of the Warwick Water Division). Conduct infrared seam sealing complete per the RIDOT specifications and contract documents		
CAT. 11a	Infrared sealing	No Bid	\$10.00
12	PRESSURIZED HOT ASPHALT SEAM SEALING (Only upon request and prior approval of the Warwick Water Division). Conduct pressurized hot asphalt seam sealing complete per the RIDOT specifications and contract documents		
CAT. 12a	Pressurized hot asphalt sealing	No Bid	\$1.00
13	EMERGENCY TEMPORARY HOT PATCH ROAD REPAIR Upon emergency request respond within a 24 hour period and install 12 inch compacted gravel base and Class 1-1 bituminous concrete trench patch in 2 inch compacted lifts complete, to a maximum of 4 compacted inches, per section 410 of the RIDOT specifications and contract documents		
CAT. 13a	Hot patch emergency temporary	\$2,000.00	\$50.00
14	OVERLAY PAVEMENT Class 1-1 bituminous concrete 1 ½ overlay pavement shall be measured and paid for by the square yard including, but not limited to all labor, materials, frame and box adjustments, sweeping, tack coat, key cutting and grinding. All work shall be in accordance with RIDOT specifications and contract documents		
CAT. 14a	Overlay pavement	\$350.00	\$8.00

VENDORS Bituminous Concrete

Annual Bituminous Concrete & Portland Cement						
The following vendors were sent specifications						
VENDOR	ADDRESS	CITY	STATE	ZIP	EMAILS	
Beausoleil Bros., Inc.	330 Station St., Ste. A	Cranston	RJ	02910	Beausoleilbros@live.com	
Bjorklund Paving & Construction	17 Freese St.	Providence	RJ	02908		
Cardi Corporation	400 Lincoln Ave.	Warwick	RJ	02888	bknox@cardi.com; sacardi@cardi.com	
D'Ambra Construction Co., Inc.	800 Jefferson Blvd.	Warwick	RJ	02887	joliver@d-ambra.com; mdd@d-ambra.com	
EPK Construction Services Inc.	49 Cedar Swamp Rd. Unit 1	Smithfield	RJ	02917	info@epkcontruction.com	
Frank E. Clynes, Inc.	1274 Eddie Dowling Hwy	North Smithfield	RJ	02896		
Hartford Paving	112 Old Pocasset Rd.				Anthpc40@hotmail.com; lou@hartfordmaterials.com; estimating@hartfordpaving.com	
International Paving Corp.	1331 Main St.	W. Warwick	RJ	02893	jeffj@internationalpaving.net	
J.H. Lynch & Sons, Inc.	50 Lynch Pl.	Cumberland	RJ	02864	sales@jhlynch.com; jdervay@jhlynch.com	
Johnson Paving	1148 Eddie Dowling Hwy.	North Smithfield	RJ	02896	johnsonpavingri@gmail.com	
Lucena Bros	70 Founders Dr.	Woonsocket	RJ	02895	david@lucenabros.com	
Narragansett Improvement Co.	223 Allens Ave.	Providence	RJ	02903	wepavenico@nicori.com	
P.J. Keating Co.	875 Phenix Ave	Cranston	RJ	02921	lstjean@pjkeating.com	
Pawtucket Asphalt Corp.	1331 Main St.	W. Warwick	RJ	02893	Pete@pawtuckethma.com	
Reagan Construction Corp.	121 Green Lane	Middletown	RJ	02842	ReaganConstruct@aol.com	

TERRY DIPETRILLO
DIVISION CHIEF

MICHAEL S. ST. PIERRE
BUSINESS MANAGER/
FINANCIAL ANALYST




JOSEPH J. SOLOMON
MAYOR

SEP 02 2020

CITY OF WARWICK
DEPARTMENT OF PUBLIC WORKS
DIVISION OF WATER
935 SANDY LANE • WARWICK, RHODE ISLAND 02889
Tel (401) 738-2008 • Fax (401) 732-0616

To: Patricia Peshka, Purchasing Agent

From: Terry DiPetrillo, Water Division Chief 

Date: September 2, 2020

Subj: Bid2021-111 Annual Bituminous Concrete and Portland Cement

Please be advised that we have reviewed the two bids submitted for the above and recommend award to International Paving Corp as the lowest responsible bidder. Awarding this contract allows the Water Division to ensure repairs on roadways when there are water main breaks. Please note that not every job requires this service and it will only be utilized when deemed necessary. The current bid expires on September 26, 2020. The new contract period will be September 27, 2020 to September 26, 2021. The department is requesting cap of \$30,000 for a one-year period.

(84-293 - \$30,000)

Bid2021-113 Purchase Canon Powershot SX540 Digital Cameras

- 8 bids received

CODE: 363-0412 Police JAG/2019-DJ-BX-0282

MANNER OF AWARD: \$9,419.60
One time purchase

RECOMMEND: W.B Hunt Co., Inc.

Power Photo Corp	40 Montgomery St.	Hillside, NJ 07205
W.B Hunt Co., Inc.	100 Main St.	Melrose, MA 02176
Tri-State Camera Exch. Inc	150 Sullivan St.	Brooklyn, NY 11231
17 th Street Photo Supply Inc.	181 E. Merrick Road	Valley Stream, NY 11580
Focus Camera LLC	905 McDonald Ave.	Brooklyn NY 11218
Howard Technology Solutions	P.O. Box 1590	Laurel, MS 39441
CTS Services Inc.	260 Maple St.	Bellingham, MA 02079
B& H Foto & Electronics Corp.	420 9 th Ave.	New York, NY 10001

Vendor Name	Canon Powershot SX540 Digital Camera (Price Per Unit)	Canon Powershot SX540 Digital Camera (Price Per 10)	Canon Powershot SX540 Digital Camera (Price Per 40)
Power Photo Corp	\$259.00	\$2,550.00	\$9,960.00
W.B Hunt Co., Inc.	\$235.49	\$2,354.90	\$9,419.60
Tri-State Camera	\$238.69	\$2,386.90	\$9,547.60
17 th Street Photo	\$249.00	\$2,490.00	\$9,960.00
Focus Camera	\$246.00	\$2,410.00	\$9,560.00
Howard Technology	\$273.00	\$2,730.00	\$10,920.00
CTS Services Inc.	\$258.00	\$2,580.00	\$10,320.00
B & H Foto	\$249.00	\$2,490.00	\$9,960.00

VENDOR LIST CAMERAS

The following vendors were sent specifications						
VENDOR	ADDRESS	CITY	STATE	ZIP	EMAIL	
17 th St. Photo Supply, Inc.	34 West 17 th St.	New York	NY	10011	sghamar@aol.com	
Adorama, Inc.	42 West 18th St.	New York	NY	10011	albac@adorama.com;carolineb@adorama.com	
Automated Business Solutions	415 Kilvert St.	Warwick	RJ	02886	marka@absne.com	
B & H Foto & Electronics Corp.	420 9 th Ave.	New York	NY	10001	nathanh@bhphotovideo.com;allanG@bhphoto.com;samuelza@bhphoto.com;sheag@bhphotovideo.com;isaacj@bhphotovideo.com	
CDW Government LLC	230 N. Milwaukee Ave.	Vernon Hills	IL	60061	davnor@cdw.com;mattflo@cdw.com	
CTS Services, Inc.	260 Maple St.	Bellingham	MA	02079	mcarlow@ctsservices.com	
F & E Trading, LLC	50 Atrium Dr.	Somerset	MA	08873	vitat@fetradng.com	
Focus Camera, Inc.	905 McDonald Ave.	Brooklyn	NY	11218	bids@focuscamera.com	
Kerry's Warwick Photo Labs, Inc.	1944 Warwick Ave.	Warwick	RJ	02889	ciarraiann@cox.net;Kerry@kerryswarwickphoto.com;kerry@kwp.net;coxmail.com	
The Tree House, Inc.	PO Box 413	Norwood	MA	02062	djirizz@aol.com	
Unique Photo	123 Route 46	Fairfield	NJ	07004	Alanb@uniquephoto.com;bids@uniquephoto.com	
Valiant IMC	55 Ruta Ct.	S. Hackensack	NJ	07606	samg@bhphotovideo.com	
Valley Litho Supply	1047 Haugen Ave.	Rice Lake	WI	54868	jimb@valleylitho.com	
WB Hunt Co., Inc.	100 Main St.	Melrose	MA	01176	mweiskoff@wbhunt.com	
Woodgate Sales, LLC	920 Woodgate Ave.	Long Branch	NJ	07740	robertol@woodgatesales.com	

CITY OF WARWICK

Colonel Rick J. Rathbun
Chief of Police

Joseph J. Solomon
Mayor

SEP 04 2020



Police Department
99 Veterans Memorial Drive
Warwick, Rhode Island 02886-4617
Telephone: (401) 468-4200

September 4, 2020

Mrs. Patricia Peshka
Purchasing Agent
Warwick City Hall
3275 Post Road
Warwick, RI 02886

Re: Bid #2021-113, Canon Powershot SX540 Digital Cameras
Funding Source: Operating Budget, Code 363-0412, 2019 Byrne JAG Grant, 2019-DJ-BX-0282

Dear Mrs. Patricia Peshka:

The department has reviewed the following eight (8) bids received for Bid #2021-113, "Canon Powershot SX540 Digital Cameras":

- CTS Services, Inc., 260 Maple Street, Bellingham MA 02019
- W.B. Hunt Co., Inc., 100 Main Street, Melrose MA 02176
- Focus Camera LLC, 905 McDonald Avenue, Brooklyn NY 11218
- B & H Foto & Electronics Corp., 420 Ninth Avenue, New York NY 10001
- Tri-State Camera Exchange Inc., 105 Sullivan Street, Brooklyn, NY 11231
- Power Photo Corp, 40 Montgomery Street, Hillside NJ, 07205
- 17th Street Photo Supply Inc., 181 E.Merrick Rd, Valley Stream NY, 11580
- Howard Technology Solutions, P.O. Box 1590, Laurel MS, 39441

The department recommends that the bid be awarded to **W. B. Hunt Co. Inc.**, as the lowest overall bidder. The department seeks to purchase forty (40) digital cameras with this grant funding.

The total amount of this award is **\$9,419.60**, and will be from Code 363-0412, our 2019 Byrne JAG Grant, 2019-DJ-BX-0282. This is a one-time purchase.

Sincerely,

Lori Michailides
Major Lori Michailides
Administrative Bureau Commander



U.S. Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 20, 2019

Colonel Rick J. Rathbun
City of Warwick
3275 Post Road
Warwick, RI 02886-7145

Dear Colonel Rathbun:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$15,311 for City of Warwick.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Patrick Fines, Program Manager at (202) 598-7516; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Enclosures



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 29

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Warwick 3275 Post Road Warwick, RI 02886-7145		4. AWARD NUMBER: 2019-DJ-BX-0282	
		5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2020 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2020	
2a. GRANTEE IRS/VENDOR NO. 056000563		6. AWARD DATE 09/20/2019	7. ACTION Initial
2b. GRANTEE DUNS NO. 062307384		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE 2019 Byrne/JAG Detective and Patrol Division Impact Grant		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 15,311	
		11. TOTAL AWARD \$ 15,311	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Rick J. Rathbun Chief of Police	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 15311		21. UDJUGT1142	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

SECTION 56-6

Bid2021-145 Re-Accreditation Services

CALEA
10302 Eaton Place, Suite 100
Fairfax, Virginia 22030

Contract Award: \$10,000.00

Contract Period: November 1, 2020 –October 31, 2021

WARWICK POLICE DEPARTMENT

"A Nationally Accredited Agency"

SEP 03 2020

Colonel Rick J. Rathbun, Chief of Police
99 Veterans Memorial Drive
Warwick, RI 02886-4617
(401) 468-4200

September 3, 2020

Mrs. Patricia Peshka, Purchasing Agent
City of Warwick
3275 Post Road
Warwick, RI 02886

RE: Law Enforcement Re-Accreditation Expenses; FY2021/FY2022; CALEA
City Ordinance 56-6, "Exception to Notice Requirement"
Bid# 2020-195 expires October 31, 2020; Funding Source: Budget Code 364-0400

Dear Mrs. Peshka:

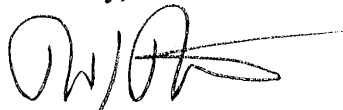
The department is seeking authorization to expend funds on an as needed basis for FY2021/FY2022, not to exceed \$10,000.00, for re-accreditation fees and services with CALEA, the Commission on Accreditation for Law Enforcement Agencies, under the provisions of City Ordinance 56-6, "Exception to Notice Requirement."

CALEA, 10302 Eaton Place, Suite 100, Fairfax, VA 22030-2215 is the sole source provider for certifying and awarding national certification for law enforcement agencies. The department was awarded its eighth consecutive re-accreditation status in 2019.

Fees and services anticipated for FY2021/FY2022 will cover the annual certification assessment fees and any associated fees related to the re-accreditation process. If approved, funding for these expenses will be funded through the Budget Code 364-0400 and would not exceed \$10,000.00. Payments will be processed by voucher on an as needed basis.

The current contract expires October 31, 2020. We are asking for a one-year contract to run from November 1, 2020 through October 31, 2021. Enclosed is the Docket and/or Bid Requisition Form to meet your office's requirements. Please feel free to contact me should you require any further information.

Sincerely,



Rick J. Rathbun, Colonel
Chief of Police

RJR:sbb

Enclosure

SECTION 56-6

Bid2021-146 Consulting Services for Water Tank Inspection

Stantec Consulting Services Inc.
65 Network Dr. 2nd Floor
Burlington, MA 01803

Contract Award: \$15,000.00

Contract Period: One year from date of award

TERRY DIPETRILLO
DIVISION CHIEF

MICHAEL S. ST. PIERRE
BUSINESS MANAGER/
FINANCIAL ANALYST



JOSEPH J. SOLOMON
MAYOR

SEP 02 2020

CITY OF WARWICK
DEPARTMENT OF PUBLIC WORKS
DIVISION OF WATER
935 SANDY LANE • WARWICK, RHODE ISLAND 02889
Tel (401) 738-2008 • Fax (401) 732-0616

To: Patricia Peshka, Purchasing Agent

From: Terry DiPetrillo, Water Division Chief 

Date: September 2, 2020

Subj: Stantec Consulting Services, Inc.

The Warwick Water Department has a duty to provide potable drinking water to nearly 85% of the City of Warwick's population, residential and commercial alike. The City owns and operates three storage tanks, two on Bald Hill Road and one in Warwick Neck. Stantec Consulting Services, Inc. proposes to prepare the bid specifications, evaluate any prospective bidders inquiries related to the bid, tabulate the bid and furnish an evaluation. Once the projects are completed, this vendor will review the inspection reports on each tank and provide a written recommend for any repairs or rehabilitation on each tank that is necessary or recommended.

Our continued efforts to provide safe, quality drinking water as required by Rhode Island General Law, as well as the requirements of the RI Department of Health, it is necessary to have an interior and exterior inspection of these tanks, at a minimum, every five years. Further, these inspections are in accordance with AWWA D-101 and M42 guidelines. It is not in the best interest of the City to delay these tank inspections, particularly due to the nature of the service that is provided, as it is for the health, welfare and safety of Warwick residents. This vendor has a prior relationship with the City and is available immediately to provide services.

Please consider this memo a request for an exception to notice under Sec. 56-6 of the Warwick Code for Stantec Consulting Services, Inc. in an amount not to exceed \$15,000 for services rendered as outlined above. This contract will be one year from date of award.

(84-360 - \$15,000)



Stantec Consulting Services Inc.
65 Network Drive 2nd Floor, Burlington MA 01803-2767

September 1, 2020
File: 1951 RI BD #789375

Attention: Terry DiPetrillo
Water Division Chief
Warwick Water Division
935 Sandy Lane
Warwick, RI 02886

Reference: Engineering Services for Inspection of Warwick Water Division Tanks

Dear Terry,

Stantec is pleased to submit this proposal for Engineering Services to prepare a bid package for the inspection of the Warwick Water Division Water Storage Tanks. The Scope of Services is as follows:

SCOPE OF SERVICES

1. Prepare a draft professional services bid package to have the Warwick Neck elevated water storage tank, and the two (2) Bald Hill concrete water storage reservoirs inspected via underwater rover and visual assessment. Provide draft package to the City as a PDF for review.
2. Finalize bid package within one (1) week of receipt of Warwick Water Division's (City) review comments. Assume two (2) weeks for City review.
3. Bid package shall include a requirement for a report to be furnished for each tank showing findings, photographs, and recommendations for cleaning and rehabilitation including cost estimates (if any).
4. Provide a list of potential bidders and contact information to the City.
5. Evaluate bidders' questions and assist the City as necessary during the bid period including preparation of addenda with supporting material as necessary. Assume two (2) addenda for the project.
6. Check, tabulate, and analyze the bids and furnish an evaluation of the low bidder. Procurement shall email a scan of the complete bids to Stantec
7. Complete a post-inspection review of the inspection reports for each tank and provide the Warwick Water Division with a written recommendation on timing and nature of repairs / rehabilitation for each tank.

ASSUMPTIONS AND EXCLUSIONS

1. Bid package shall be prepared within thirty (30) days of receipt of approved purchase order.

Design with community in mind

September 1, 2020
Terry DiPetrillo
Page 2 of 3

Reference: Engineering Services for Inspection of Warwick Water Division Tanks

2. Assume two weeks for City to review draft bid package.
3. No pre-bid meeting will occur.
4. Stantec shall not attend the bid opening in person.
5. Procurement shall email a scan of the complete bids to Stantec.
6. No Resident Project Representation will occur.
7. Post-inspection review of Tank Inspection Reports shall be completed within thirty (30) days of receipt.
8. Engineering fees are based on 2020 rates. Engineering fee shall be adjusted based upon the year work is completed by Contract amendment.

FEE

Stantec proposes to complete these Engineering Services for the Not to Exceed Price of \$15,000.00 inclusive of all expenses. The rates used for the various staff classifications will be in accordance with US 2020 Rate Table 1, attached..

Regards,

Stantec Consulting Services Inc.

Gina Britton PE
Senior Associate
Phone: 781 221 1266
Gina.Britton@stantec.com

Erica Lotz PE
Principal
Phone: 781 221 1163
Erica.Lotz@stantec.com

September 1, 2020
Terry DiPetrillo
Page 3 of 3

Reference: Engineering Services for Inspection of Warwick Water Division Tanks

By signing this proposal, City of Warwick authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the 1 day of Septmeber, 2020.

Per: Stantec Consulting Services

Terry DiPetrillo, Water Division Chief

Print Name & Title

Signature

Attachment: US 2020 Rate Table 1, Professional Services Terms and Conditions
c.
de v:\1951\promotion\warwick tank inspections\tank inspection proposal.docx



US 2020

RATE TABLE 1

Billing Level	Rate (\$/Hour)
Level 1	\$0
Level 2	\$0
Level 3	\$92
Level 4	\$103
Level 5	\$111
Level 6	\$115
Level 7	\$122
Level 8	\$127
Level 9	\$137
Level 10	\$143
Level 11	\$154
Level 12	\$158
Level 13	\$167
Level 14	\$173
Level 15	\$191
Level 16	\$219
Level 17	\$229
Level 18	\$234
Level 19	\$242
Level 20	\$253
Level 21	\$263



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

Liability of Consultant shall be further limited to such sum as it would be just and equitable for Consultant to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be

used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.