State of Rhode Island and Providence Plantations Contract Offer

RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber:	7511365A3
Bid/RFP Title:	EAST CAMPUS SEWER IMPROVEMENTS - RHODE ISLAND COLLEGE, ADDENDUM #3 (56 PGS)
Opening Date & Time:	11/8/2013 1:30 PM
RIVIP Vendor ID #:	1943
Vendor Name:	D'Ambra Construction Co., Inc.
Address:	800 Jefferson Blvd
	Warwick , RI 02886-2275
	USA
Telephone:	(401) 737-1300
Fax:	(401) 732-4725
E-Mail:	ltaylor@d-ambra.com
Contact Person:	Lee Taylor
Title:	Vp
R.I. Foreign Corp #:	

REVISED NOTICE TO VENDORS

Effective January 1, 2013 all *public works project* related bids or proposals exceeding FIVE HUNDRED THOUSAND ($500,000) DOLLARS are required to include a "public copy". All agency contract solicitations, invitations for bids, etc. shall state that any bid or proposal that exceeds FIVE HUNDRED THOUSAND ($500,000) DOLLARS must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of FIVE HUNDRED THOUSAND ($500,000) DOLLARS which does not include a copy for public inspection shall be deemed to be non-responsive. Additionally, proposals submitted for a Master Price Agreement, when the total amount potentially may exceed FIVE HUNDRED THOUSAND ($500,000) DOLLARS and the solicitation expressly requires any or all vendors to submit a public copy, must include a copy to be available for public inspection. For further information, please see R. I. Gen. Laws §37-2-18(j) and State of Rhode Island Procurement Regulations at http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx. Please see Question #11 below for further instructions regarding RIDOT Highway and Bridge construction projects.

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at www.purchasing.ri.gov. It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

SECTION 2 – REQUIREMENTS

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY WITH all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Section 2.1 - RULES FOR SUBMITTING OFFERS

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above) and the date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package must be delivered to the Division of Purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.
Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

2.4.1 Prevailing Wage and OSHA Safety Training Requirements. The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws 37-13-1 et seq. and 28-20-1 et seq., shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

2.4.2 (a) Apprenticeship. Rhode Island General Laws §37-13-3.1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars ($1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

2.4.2(b) In addition to executing this certification, the general contractor shall be responsible for requiring that all subcontractors on the awarded project certify their compliance with R.I. Gen. Laws §37-13-3.1 prior to allowing the subcontractor to commence work on the awarded project. The general contractor shall be responsible for submitting the subcontractors compliance certification to the Division of Purchases after the contracts are finalized between the contractor and subcontractor.

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.
3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

3.2. SPECIFICATIONS. Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website (www.purchasing.ri.gov).

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. 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.

4.3. EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at $10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

SECTION 5 – CERTIFICATIONS AND DISCLOSURES
ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement.

A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

N 1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.

N 2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

N 3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than $5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

Y 4. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.

Y 5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "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", including change orders and other types of contracts and 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".

Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.

Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.

Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

Y 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.

Y 11. NEW REVISED REQUIREMENT* - IMPORTANT!!! I/we hereby acknowledge that I/we understand that EFFECTIVE JANUARY 1, 2013 all *public works project* related bids or proposals exceeding FIVE HUNDRED THOUSAND ($500,000) DOLLARS, inclusive of all proposed alternates, must include a "public copy" as required by R.I. Gen. Laws § 37-2-18(j) and the State Procurement Regulations. It is further understood that any bid or proposal in excess of FIVE HUNDRED THOUSAND ($500,000) DOLLARS which does not include a copy for public inspection shall be deemed to be non-responsive.

RIDOT Highway and Bridge Public Works related projects utilizing Quest Lite program only – Effective immediately, submission to the Division of Purchases of a duplicate original of a vendor's Quest Lite compatible electronic copy on a readable compact disk shall satisfy the statutory "public copy" requirements. Quest Lite software is defined in the Division of Purchases "State Procurement Regulations" §12.102.05 (Preparation of Proposal).

Y For further information, please see R.I Gen. Laws § 37-2-18(j) and specific instructions at www.purchasing.ri.gov .

Y 12. I/we certify that the above vendor information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1–3 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #4–12 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

Date 11/8/13

Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

MICHAEL D. D'AMORA EXEC. VICE PRES. Print

Name and Title of company official signing offer

SECTION 00410

BID FORM

PROJECT IDENTIFICATION:

East Campus Sewer Improvements

TABLE OF ARTICLES

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Bidder's Certifications
5. Basis of Bid
6. Time of Completion
7. Attachments to This Bid
8. Bid Submittal

ARTICLE 1 - BID RECIPIENT

1.1 Submit bid in accordance with the instructions listed on the original bid solicitation:

State of Rhode Island
Division of Purchasing

1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.1 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid deposit. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the Addenda, receipt of all which is hereby acknowledged.

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.1E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.1 Bidder hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work, that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

4.2 Bidder hereby certifies under the penalties of perjury, to the best of Bidder's knowledge and belief, that Bidder has filed all State tax returns and paid all State taxes required by law.

4.3 Bidder hereby certifies Bidder will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the EEO/AA provisions of this Contract, including compliance with the Minority Business Enterprise as required under these contract provisions. The Bidder, if this Bid is accepted, shall be required to obtain from each of its subcontractors a copy of the certification by said subcontractor, regardless of tier, that it will comply with the minority workforce ratio and specific affirmative action steps contained in these EEO/AA contract provisions and submit it to Owner prior to the award of such subcontract.

4.4 Bidder certifies that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

4.5 Bidder certifies that Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

4.6 Bidder certifies that Bidder has not solicited or induced any individual or entity to refrain from bidding; and

4.7 Bidder certifies that Bidder has not engaged in corrupt, fraudulent, collusive, of coercive practices in competing for the Contract. For the purposes of this Paragraph:

A. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Estimated Quantity	Total Amount of Item (in figures)
1	Mobilization and Demobilization, per lump sum, the price of:		
	ONE HUNDRED THOUSAND Dollars ($ 100,000.00) *Not to exceed 5 percent of the total Bid price	lump sum* =	$ 100,000.00
2	Police Detail, the price of:		
	Thirty thousand dollars ($30,000.00)	Allowance =	$30,000.00
3	Traffic Control, per lump sum, the price of:		
	TWENTY THOUSAND Dollars ($ 20,000.00)	lump sum =	$ 20,000.00
4	Pipeline and Manhole Abandonment, per lump sum, the price of:		
	FIFTY THOUSAND Dollars ($ 50,000.00)	lump sum =	$ 50,000.00
5	Haybales/Siltation Fencing, per linear foot, the price of:		
	TEN Dollars ($ 10.00)	x 900 l.f. =	$ 9,000.00
6	Test Pits, per cubic yard, the price of:		
	SEVENTY Dollars ($ 70.00)	x 150 c.y. =	$ 10,500.00
7	Excavation Below Normal Grade – Unsuitable Material, per cubic yard, the price of:		
	ONE Dollar ($ 1.00)	x 100 c.y. =	$ 100.00

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Estimated Quantity	Total Amount of Item (in figures)
8	Rock Excavation – Mechanical, per cubic yard, the price of: THREE HUNDRED TWENTY Dollars ($ 320.00)	x 1,000 c.y. =	$ 320,000.00
9	Rock Excavation - Blasting, per cubic yard, the price of: ONE HUNDRED FIFTY Dollars ($ 150.00)	x 2,000 c.y. =	$ 300,000.00
10	Processed Gravel Borrow, per cubic yard, the price of: TWENTY FIVE Dollars ($ 25.00)	x 75 c.y. =	$ $1,875.00
11	Broken Stone Borrow, per cubic yard, the price of: THIRTY Dollars ($ 30.00)	x 100 c.y. =	$ 3,000.00
12	Ordinary Borrow, per cubic yard, the price of: TWENTY Dollars ($ 20.00)	x 3,000 c.y. =	$ 60,000.00
13	Sand Borrow, per cubic yard, the price of: TWENTY Dollars ($ 20.00)	x 50 c.y. =	$ 1,000.00
14	8-inch Mainline PVC SDR-35 Gravity Pipe, per linear foot, the price of: THREE HUNDRED FIFTY Dollars ($ 350.00)	x 2,450 l.f. =	$ 857,500.00

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Estimated Quantity	Total Amount of Item (in figures)
15	48-inch Precast Concrete Sewer Manholes, each, the price of: TEN THOUSAND Dollars ($ 10,000.00)	x 22 each =	$ 220,000.00
16	48-inch Precast Concrete Sewer Manholes - Additional Vertical Feet in excess of 5 feet, per vertical foot, the price of: ONE Dollar ($ 1.00)	x 150 v.f. =	$ 150.00
17	Manhole Chimney, each, the price of: ONE THOUSAND Dollars ($ 1,000.00)	x 4 each =	$ 4,000.00
18	Breaking into Existing Manholes and Catch Basins, each, the price of: ONE THOUSAND Dollars ($ 1,000.00)	x 3 each =	$ 3,000.00
19	Service Connection Chimney, each, the price of: ONE THOUSAND Dollars ($ 1,000.00)	x 4 each =	$ 4,000.00
20	6-inch PVC SDR-35 Service Pipe, per linear foot, the price of: TWO HUNDRED Dollars ($ 200.00)	x 950 l.f. =	$ 190,000.00
21	PVC Wye Fitting, each, the price of: ONE HUNDRED Dollars ($ 100.00)	x 16 each =	$ 1,600.00

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Estimated Quantity	Total Amount of Item (in figures)
22	Sanitary Sewer Service Cleanout, each, the price of: THREE HUNDRED Dollars ($ 300.00)	x 16 each =	$ 4,800.00
23	Sanitary Sewer Service Reconnection, each, the price of: ONE HUNDRED Dollars ($ 100.00)	x 23 each =	$ 2,300.00
24	Sanitary Sewer Service Location/Investigation, each, the price of: ONE THOUSAND FIVE HUNDRED Dollars ($ 1,500.00)	x 16 each =	$ 24,000.00
25	Television Inspection and Video Recording of Existing Sanitary Sewer Main Pipelines, per linear foot, the price of: FIVE Dollars ($ 5.00)	x 1,200 l.f. =	$ 6,000.00
26	Existing Sewer Spot Repair, per linear foot, the price of: THREE HUNDRED FIFTY Dollars ($ 350.00)	x 100 lf =	$ 35,000.00
27	Pipe Lining, per linear foot, the price of: ONE HUNDRED Dollars ($ 100.00)	x 700 l.f. =	$ 70,000.00

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Estimated Quantity	Total Amount of Item (in figures)
28	Precast Concrete Drain Manholes, each, the price of: THREE THOUSAND FIVE HUNDRED Dollars ($ 3,500.00)	x 4 each =	$ 14,000.00
29	48-inch Precast Concrete Drain Manholes - Additional Vertical Feet in excess of 5 feet, per vertical foot, the price of: ONE Dollar ($ 1.00)	x 5 v.f. =	$ 5.00
30	Remove and Replace Catch Basins, each, the price of: THREE THOUSAND FIVE HUNDRED Dollars ($ 3,500.00)	x 3 each =	$ 10,500.00
31	HDPE Drain Pipe, per linear foot, the price of: ONE HUNDRED TWENTY Dollars ($ 120.00)	x 500 l.f. =	$ 60,000.00
32	Controlled Density Fill, per cubic foot, the price of: TEN Dollars ($ 10.00)	x 100 c.f. =	$ 1,000.00
33	Culvert Replacement, per lump sum, the price of: TEN THOUSAND Dollars ($ 10,000.00)	lump sum =	$ 10,000.00
34	Temporary Bituminous Concrete Pavement Repair, per square yard, the price of: THIRTY Dollars ($ 30.00)	x 2,600 s.y. =	$ 78,000.00

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Estimated Quantity	Total Amount of Item (in figures)
35	Permanent Bituminous Concrete Pavement Repair, per square yard, the price of: THIRTY FIVE Dollars ($ 35.00)	x 3,250 s.y. =	$ 113,750.00
36	Bituminous Concrete Sidewalk and Driveway Repair, per square yard, the price of: FORTY Dollars ($ 40.00)	x 50 s.y. =	$ 2,000.00
37	Portland Cement Concrete Sidewalk and Driveway Repair, per square yard, the price of: FIFTY Dollars ($ 50.00)	x 50 s.y. =	$ 2,500.00
38	Bituminous Concrete Berm, per linear foot, the price of: TEN Dollars ($ 10.00)	x 100 l.f. =	$ 1,000.00
39	Portland Cement Concrete Curb, per linear foot, the price of: TWENTY FIVE Dollars ($ 25.00)	x 50 l.f. =	$ 1,250.00
40	Loam and Seed, per square yard, the price of: TEN Dollars ($ 10.00)	x 1,000 s.y. =	$ 10,000.00
41	Tree Removal, each, the price of: FIVE HUNDRED Dollars ($ 500.00)	x 3 each =	$ 1,500.00

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Estimated Quantity	Total Amount of Item (in figures)
42	Red Maple or Green Ash Tree, each, the price of: THREE HUNDRED Dollars ($ 300.00)	x 2 each =	$ 600.00
43	Sergeant Cherry, Aristocrat Pear, or Japan Lilac Shrub, each, the price of: THREE HUNDRED Dollars ($ 300.00)	x 2 each =	$ 600.00
44	Removal of soil containing arsenic, per cubic yard, the price of: ONE HUNDRED THIRTY Dollars ($ 130.00)	x 1,000 c.y. =	$ 130,000.00

TOTAL AMOUNT OF BID – Items 1 through 44

Two Million Seven Hundred Sixty ~~dollars~~ Four Thousand Five Hundred Thirty Dollars
(words)

($ 2,764,530.00)
(figures)

5.2 This Bid includes Addenda numbered 1, 2, 3.

ARTICLE 6 - TIME OF COMPLETION

6.1 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.2 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.1 The following documents are attached to and made a condition of this Bid:

A. Bid deposit in the amount of ONE HUNDRED THIRTY EIGHT THOUSAND TWO HUNDRED TWENTY SIX and 50/100 dollars ($ 138,226.50), consisting of a bid bond or certified check, in the amount of five percent of the total amount of bid.

B. Certified copy of Resolution of Board of Directors (if Corporation)

C. List of Subcontractors

D. Statement acknowledging Bidders' obligation to meet the MBE requirements as outlined in Rhode Island G.L.37-14.1.

ARTICLE 8 - BID SUBMITTAL

8.1 The Bid is submitted by:

Date 11/8/13 D'AMBRA CONSTRUCTION CO., INC.

(Print Name of Firm Submitting a General Bid)

(Signature of Authorized Representative)

(Print Name of Person Signing Bid and Title)

Social Security Number or Federal Identification Number: 05-0352104

MICHAEL D. D'AMBRA EXEC VICE PRES

(Business Address)

800 JEFFERSON BLVD, WARWICK, RI 02886

(City, State and Zip Code)

Phone #: 401-737-1300

Fax #: 401-732-4725

E-mail: RWILKINS@D-AMBRA.COM

If BIDDER is:

An Individual

By _____

(Individual's Signature)

_____

(Printed or Typed Name of Individual)

Doing Business as _____

License or Registration Number: _____

Business Address: _____

_____

_____

Phone #: _____

Fax #: _____

Email: _____

A Partnership

By _____

(Firm's Name)

By _____

(Partner's Signature)

_____

(Printed or Typed Name and Title of Partner)

License or Registration Number: _____

Business Address: _____

_____

_____

Phone #: _____

Fax #: _____

Email: _____

A Corporation

By D'AMBRA CONSTRUCTION CO., INC

(Corporation's Name)

RI

(State of Incorporation)

By _____

(Signature of Officer Authorized to Sign)

MICHAEL D. D'AMBRA EXEC. VICE PRES

(Printed or Typed Name and Title of Officer Authorized to Sign)

(CORPORATE SEAL)

Attest _____

(Secretary)

License or Registration Number: 4374

Business Address: 800 JEFFERSON BLVD.
WARWICK, RI 02886

Phone #: 401-737-1300

Fax #: 401-732-4725

Email: RWILKINS@D-AMBRA.COM

A Joint Venture

By _____

(Signature)

_____

(Printed or Typed Name)

_____

(Address)

Phone #: _____

Fax #: _____

Email: _____

By _____

(Signature)

_____

(Printed or Typed Name)

_____

(Address)

Phone #: _____

Fax #: _____

Email: _____

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

J:\R\R0236\01 East Campus Sewer\Bidding\Addendum No.1\00410-AD1.doc

D'AMBRA
CONSTRUCTION CO., INC.

AN EQUAL OPPORTUNITY
EMPLOYER

November 8, 2013

Re: East Campus Sewer Improvements
Rhode Island College
Bid No. 7511365A3

The undersigned acknowledges its' obligation to meet MBE requirements as outlined in Rhode Island G.L.37-14.1.

D'Ambra Construction Co., Inc.

By: _____

Michael D. D'Ambra, Executive Vice President

800 Jefferson Boulevard
Warwick, Rhode Island 02887
Tel. (401) 737-1300
Fax. (401) 732-4725
www.d-ambra.com

D'AMBRA
CONSTRUCTION CO., INC.

AN EQUAL OPPORTUNITY
EMPLOYER

November 8, 2013

Re: East Campus Sewer Improvements
Rhode Island College
Bid No. 7511365A3

SUBCONTRACTORS

None at this time

800 Jefferson Boulevard
Warwick, Rhode Island 02887
Tel. (401) 737-1300
Fax. (401) 732-4725
www.d-ambra.com

CONSTRUCTION CO., INC.

Representative Utility Projects

1. Broadway Water and Sanitary Sewer Improvments
   City of Newport, RI
   Construction Cost: $3.2 Million,
   Completion: November, 2013
   Engineer: AECOM and James J. Geremia & Associates, Inc.

2. Post Road South, Phase I Sanitary Sewers
   Town of North Kingstown, RI
   Construction Cost: $4.0 Million
   Completion: November, 2013
   Engineer: James J. Geremia & Associates, Inc.

3. East Providence Design Build Sewer Improvements
   East Providence, RI
   Construction: $10.2 Million
   Completion: June, 2013
   Engineer: AECOM

4. Governor Francis Phase II
   Warwick Sewer Authority
   Construction Cost: $4.2 Million
   Completion: April, 2012
   Engineer: Gordon R. Archibald, Inc.

5. Pine Ridge Sewers
   Town of East Greenwich, RI
   Construction Cost: $2.6 Million
   Completion: June 2011
   Engineer: Crossman Engineering

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we D'Ambra Construction Co., Inc.
800 Jefferson Blvd., Warwick, RI 02888
as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183
a corporation duly organized under the laws of State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto

Rhode Island College
600 Mount Pleasant Avenue, Providence, RI 02908
as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid Dollars ($ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the Principal has submitted a bid for

East Campus Sewer Improvements, Providence, RI

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution hereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th of November , 2013 .

(Witness)

D'Ambra Construction Co., Inc.
(Principal) (Seal)

BY:
(Title)

(Witness)

Travelers Casualty and Surety Company of America
(Surety) (Seal)

BY:
Shelly Andrade (Title) Attorney-in-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

OR

Project Description: East Campus Sewer Improvements, Providence, RI

Principal: D'Ambra Construction Co., Inc.

Obligee: Rhode Island College

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Shelly Andrade** of the City of **East Greenwich** , State of **RI** , their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **10th** day of **September, 2012.**

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **10th** day of **September, 2012**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2016.**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of November, 2013.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.