

State of Rhode Island and Providence Plantations Contract Offer
RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7547371A1
Bid/RFP Title: BOAT RAMP MAINTENANCE AT BOLD PT. AND OAKLAND BEACH, DEM - ADDENDUM 1 (5 PGS)
Opening Date & Time: 2/24/2014 2:00 PM
RIVIP Vendor ID #: 66999
Vendor Name: New England Building & Bridge Co. Inc.
Address: 19 B Lark Industrial
Parkway
Greenville , RI 02878
USA
Telephone: 401-830-5774
Fax: 401-830-5776
E-Mail: Donat104@hotmail.com
Contact Person: Peter Donatelli
Title: President
R.I. Foreign Corp #:

NOTICE TO VENDORS

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at www.purchasing.ri.gov.

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 SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS.

Bidders must comply with the provisions of the Rhode Island labor laws, including R. I. Gen. Laws §§ 37-13-1 *et seq.* and occupational safety laws, including R. I. Gen. Laws §§ 28-20-1 *et seq.* These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

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):

- 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.
- 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.
- 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.
- 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.
- 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".
- 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.
- 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.
- 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.
- 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
- 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.
- 11. I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- 12. I/we certify that the above vendor information is correct and complete.

BID PROPOSAL

Boat Ramp Maintenance

**Bold Point and
Oakland Beach**

New England Building & Bridge Co, Inc

Name of Bidder

19 B Lark Industrial Parkway

Address

Greenville, RI 02828

Address

80-0792540

FEIN No.

TO THE CHIEF PURCHASING OFFICER OF THE STATE OF RHODE ISLAND, acting in the name and on behalf of the Department of Environmental Management, Division of Planning and Development.

The undersigned proposes to furnish all labor and materials required for Boat Ramp Maintenance at Bold Point and Oakland Beach in accordance with the accompanying Scope of Work prepared by the Department of Environmental Management, Division of Planning and Development for the Bid Price specified below, subject to additions and deductions according to the terms of the contract documents.

A. ADDENDA

This bid includes Addenda numbered: 1 and dated: 2/14/2014

This bid includes Addenda numbered: _____ and dated: _____

B. BASE BID

Total proposed Base Bid Price (Sum of Items 1-8 below):

One Hundred Ninety Four Thousand One Hundred Forty-Two DOLLARS (\$^{194,142.00})
(Price in Words) (Numbers)

BASE BID BREAKDOWN

ITEM 1. Demolition: This item shall include all labor, materials and incidentals required under the scope of work to remove and dispose all items labeled for removal and all stone, sand, and other debris from the boat ramp slabs.

<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Bid Price</u>
LS	NA	\$ NA
TOTAL PRICE: <u>Fifteen Thousand Dollars</u>		<u>\$ 15,000.00</u>
(Price in Words)		(Price in Numbers)

ITEM 2. Metal Decking: This item shall include all labor, materials and incidentals required under the scope of work to furnish and install metal grating where indicated

<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Bid Price</u>
SF	1,811	\$ 72.00
TOTAL PRICE: <u>One Hundred Thirty Three Hundred Ninety-Two Dollars</u>		<u>\$ 130,392.00</u>
(Price in Words)		(Price in Numbers)

ITEM 3. Rub-rails: This item shall include all labor, materials and incidentals required under the scope of work to furnish and install new rub-rails and 2x8's for the perimeter of both fixed piers.

<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Bid Price</u>
LS	N/A	\$ 16,250.00
TOTAL PRICE: <u>Sixteen Thousand Two Hundred Fifty Dollars</u>		<u>\$ 16,250.00</u>
(Price in Words)		(Price in Numbers)

ITEM 4. Pile Caps: This item shall include all labor, materials and incidentals required under the scope of work to furnish and install necessary pile caps.

<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Bid Price</u>
EA	19	\$ 500.00
TOTAL PRICE: <u>Nine Thousand Five Hundred Dollars</u>		<u>\$ 9,500.00</u>
(Price in Words)		(Price in Numbers)

ITEM 5. Precast Concrete Curbing: This item shall include all labor, materials and incidentals required under the scope of work to furnish and install necessary precast concrete curbing for erosion protection.

<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Bid Price</u>
EA	8	\$ 500.00
TOTAL PRICE: <u>Four Thousand Dollars</u>		<u>\$ 4,000.00</u>
(Price in Words)		(Price in Numbers)

ITEM 6. Crack Sealing: This item shall include all labor, materials and incidentals required under the scope of work to seal all pavement cracks $\geq 3/4"$ with an approved asphalt crack sealer.

<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Bid Price</u>
LS	N/A	\$ 6,000.00
TOTAL PRICE: <u>Six Thousand Dollars</u>		<u>\$ 6,000.00</u>
(Price in Words)		(Price in Numbers)

ITEM 7. Pavement Markings: This item shall include all labor, materials and incidentals required under the scope of work to repaint all existing pavement markings.

<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Bid Price</u>
LS	N/A	\$ 4,000.00
TOTAL PRICE: <u>Four Thousand Dollars</u>		<u>\$ 4,000.00</u>
(Price in Words)		(Price in Numbers)

ITEM 8. Other: This item shall include all labor, materials and incidentals required to comply with all other requirements listed in the scope of work

<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Bid Price</u>
LS	N/A	\$ 9,000.00
TOTAL PRICE: <u>Nine Thousand Five Hundred Dollars</u> (Price in Words)		<u>\$ 9,000.00</u> (Price in Numbers)

C. ALTERNATIVES:

There are no alternatives

The undersigned acknowledges by signature below that the undersigned has read and understands the Scope of Work, the terms of which are hereby incorporated into this Proposal.

DATE: 2/24/2014

BIDDER: New England Building & Bridge Co, Inc

BY: _____
Signature

Peter Donatelli President
Print Name Title

BUSINESS ADDRESS: 19-B Lark Industrial Parkway
Greenville, RI 02828

TELEPHONE NUMBER: (401) 830-5774

FEIN NO.: 8 0 _ 0 7 9 2 5 4 0

*****END OF PROPOSAL*****



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

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

TERMS AND CONDITIONS FOR BID 7547371

RIVIP

It is the Vendor's responsibility to check and to download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer. 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.

START

Starting date April 1, 2014 no. of working days required for completion Forty-Five (45).

SURETY

Bidder is required to provide a bid surety in the form of a bid bond or a certified check payable to the State of Rhode Island in the amount of a sum not less than five percent (5%) of the bid price. Bid surety must be attached to the bid form. The successful bidder will also be required to furnish performance and labor and payment bonds at time of tentative contract award.

WAGE

Bidders are advised that all provisions of Title 37 Chapter 13 of the General Laws of Rhode Island apply to the work covered by this request, and that payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime, and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors. The prevailing wage table may be obtained at the RI Division of Purchases homepage by internet at www.purchasing.ri.gov. Select "information" and then select "prevailing wage table". The State of Rhode Island uses the General Decision Number RI20100001. Printing the entire document averages approximately one minute per page - you may want to print only the pages applicable to your bid. Bidders note: in the event this bid specifies price offers on a time-and-materials basis, i.e., an hourly rate, any or all bids submitted in an amount less than the prevailing rate in effect for the work covered by this request as of the date of bid issuance shall be rejected by the division of purchases.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

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

INSURANCE

An insurance certificate in compliance with provisions of Item 31 (insurance) of the General Conditions of Purchase is required for comprehensive general liability, automobile liability, and workers' compensation and must be submitted by the successful bidder(s) to the Division of Purchases prior to award. The insurance certificate must name the State of Rhode Island as certificate holder and as an additional insured. Failure to comply with these provisions may result in rejection of the offeror's bid. Annual renewal certificates must be submitted to the agency identified on the purchase order. Failure to do so may be grounds for cancellation of contract.

Note: if this bid covers construction, school busing, hazardous waste, or vessel operation, applicable coverages from the following list must also be submitted to the Division of Purchases prior to award: * professional liability insurance (aka errors & omissions) - \$1 million or 5% of estimated project cost, whichever is greater. * Builder's risk insurance - coverage equal to face amount of contract for construction. * school busing - auto liability coverage in the amount of \$5 million. * environmental impairment (aka pollution control) - \$1 million or 5% of face amount of contract, whichever is greater. * vessel operation - (marine or aircraft) - protection & indemnity coverage required in the amount of \$1 million.

LICENSE

Vendor (owner of company) is responsible to comply with all licensing or state permits required for this type of service. A copy of license/permit should be submitted with this bid. In addition to these license requirements, bidder, by submission of this bid, certifies that any/all work related to this bid, and any subsequent award which requires a Rhode Island license(s), shall be performed by an individual(s) holding a valid Rhode Island license.

INSPECTION

Bidders are responsible for inspection of equipment and/or location, taking measurements* when required, and making themselves aware of the total requirement before submitting a bid. *measurements provided with any bid are for reference purposes and are not guaranteed to be completely accurate.



**RI Department of Labor and Training
Workforce Regulation and Safety Division
Professional Regulation - Prevailing Wage**

General Contractor Apprenticeship Certification Form

This form **MUST** be completed and submitted at the time of bidding and is available on the Department of Labor and Training's Website at www.dlt.ri.gov, under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

Bid/RFP Number: 7547371A1

Bid/RFP Title: Boat Ramp Maintenance at Bold Point and Oakland Beach

RIVIP Vendor ID#: 66999

Vendor Name: New England Building & Bridge Co, Inc

Address: 19 B Lark Industrial Parkway; Greenville, RI 02828

Telephone: 401-830-5774

Fax: 401-830-5776

E-Mail: PDonatelli@Nebbco.com

Contact Person and Title: Peter Donatelli, President

(Company Name & Address) (hereafter "bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13- 3.1 because bidder meets one of the following qualifications (check):

- A. Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);
- B. Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45- 16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);

- C. Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D. Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E. Bidder will not perform work on the awarded contract except through subcontractors (non performance);
- F. Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

Peter Donatelli, President
Printed Name and Title of Authorized Representative

February 24, 2014
Date

Signature of Authorized Representative

Rhode Island Laborers' District Council Agreements Heavy, Highway and Tunnel Acceptance of Agreements and Declaration of Trust

The undersigned Employer has read and here approves the following Agreement: by and between Construction Industries of Rhode Island dated June 1, 2013, and the Rhode Island Laborers' District Council of the Laborers' International Union of North American acting on behalf of Construction and General Laborers' Local Union 271, Providence, Rhode Island, and any successor agreement between the parties and herewith accepts the same and becomes one of the parties thereto and agrees to abide by all its terms and conditions.

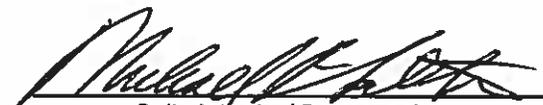
The life of this Agreement is to be co-extensive with the terms set out or as they shall be set out from time to time in the aforementioned collective bargaining agreement with the above-named Association and shall continue in effect unless the Employer gives the Union notice of desired change or termination of the collective bargaining agreement in keeping with the applicable notice provisions contained therein.

This Agreement shall be binding upon the Employer named herein, and its successors and assigns, and no provisions herein contained shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, assignment, joint venture or any combination or other disposition of the Company.

The said Agreement provides among other conditions, contributions to the **Rhode Island Laborers' Health Fund, Rhode Island Laborers' Pension Fund, New England Laborers' Training Trust Fund, Rhode Island Laborers' Legal Services Fund, Rhode Island Laborers' Annuity Fund, the Industry Advancement Fund, the New England Laborers' Labor-Management Cooperation Trust Fund, and the New England Laborers' Health and Safety Fund** and the Employer agrees to be bound by the foregoing Agreement and Declaration of Trust and hereby irrevocably designates as its representatives on the Board of Trustees, such Trustees as are named in said Agreement as Employer Trustees, together with their successors selected in the manner provided within said Agreement, and agrees to be bound by all actions taken by said Employer Trustees pursuant to the said Agreement and Declaration of Trust. **The liability of this agreement is for the Downtown Intermodal Park Comfort Station, South Kingstown, Rhode Island, RIDOT Contract No. 2011-CE-006 Project only.**

Rhode Island Laborers' District Council

Employer:


By its Authorized Representative

New England Building & Bridge Co., Inc.
Company Name

410 South Main Street
Providence, Rhode Island 02903


Signature

Tel: (401) 331-9682
Fax: (401) 861-1480

Peter Donatelli
Please print or type name signed above

Address: 19 B Lark Industrial Parkway
Greenville, RI 02878

Telephone: 401-830-5774

Fax: 401-830-5776

Email: Donat104@hotmail.com

8/27/13

Date



STATE OF RHODE ISLAND

CONTRACTORS REGISTRATION AND LICENSING BOARD

REGISTRATION NO.

EXP. DATE

REGISTRANT'S NAME

05105 06/1/14

NEW ENGLAND BUILDING & BRIDGE

AUTHORIZED REPRESENTATIVE

STEVE DONOVAN

DRIVER'S LICENSE #

RI 019031

EXECUTIVE DIRECTOR

Joseph J. Blawie

Signature of Registrant

If found please return card to
Department of Administration
R.I. Department of Administration
Contractors Registration and Licensing Board
Providence, RI 02908-5458



This card is not valid until the registrant has been approved and may not be transferred to any other person. This card must be carried by the registrant and must be shown upon request.

18846

1000000



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex
1511 Pontiac Avenue
Cranston, RI 02920-4407

Telephone: (401) 462-8000
TTY: Via RI Relay 711

Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

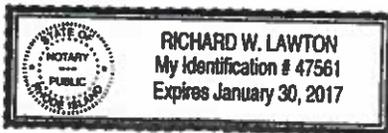
Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: [Signature]
Title: President

Subscribed and sworn before me this 24th day of February, 2014



[Signature]
Notary Public
My commission expires: 01/30/2017

An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.
TTY via RI Relay 711