State of Rhode Island and Providence Plantations Contract Offer

RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber:	7548436A1
Bid/RFP Title:	MISCELLANEOUS SITE IMPROVEMENTS AT THE LINCOLN CAMPUS OF CCRI (13 PGS)
Opening Date & Time:	3/12/2014 10:00 AM
RIVIP Vendor ID #:	1336
Vendor Name:	Narragansett Improvement Company
Address:	223 Allens Avenue
	Providence , RI 02903-4993
	USA
Telephone:	401-996-9473
Fax:	401-351-6444
E-Mail:	jtoegemann@nicori.com
Contact Person:	Jon S. Toegemann
Title:	Vice 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):

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. 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.

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.

Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.) **Date** 3/12/14

Jon S. Toegemann, Vice President Print

Name and Title of company official signing offer

BID FORM

DATE: **REVISED MARCH 3, 2014**

BID TO: STATE OF RHODE ISLAND
DEPARTMENT OF ADMINISTRATION
OFFICE OF PURCHASES
ONE CAPITAL HILL
PROVIDENCE, RHODE ISLAND 02908
401-277-2317

PROJECT: COMMUNITY COLLEGE OF RHODE ISLAND
FLANAGAN CAMPUS
LINCOLN, RHODE ISLAND 02865
SITE IMPROVEMENTS

SUBMITTED BY:

Firm Name Narragansett Improvement Company

Street Address 223 Allens Avenue
Providence, RI 02903

Mailing Address (if different from above)

Same

City/State/Zip

TELEPHONE: (401) 331-7420

FAX: (401) 351-6444

CONTACT:

Name/Title Jon S. Toegemann, Vice President

FEDERAL TAX I.D. NUMBER 05-0187970

LICENSE NO. 4812
(If Applicable)

CONTRACTOR'S PROPOSAL The undersigned Bidder agrees that he will contract with the Community College of Rhode Island to provide all necessary labor, supervision, tools, and other means to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

Bid for Site Improvements, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this proposal:

a. Invitation for Bids
b. Instructions to Bidder
c. Special Instructions to Bidders
d. Bid Form
e. Project Manual Dated November 22, 2013

Bidder acknowledges receipt (if applicable) of Addenda Number(s) 1-3/4/14, and _____.

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown herein. The Community College of Rhode Island reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

Please check your calculations before submitting your Bid; the Community College of Rhode Island will not be responsible for Bidder's miscalculations.

UNIT COSTS:

1. Cost per cubic yard (CY) loam. $ 200.00 /CY.
2. Cost per cubic yard (CY) gravel. $ 30.00 /CY.
3. Cost per ton crushed stone. $ 35.00 /Ton
4. Cost of handicap precast curbing, (special shapes curbs).

$ 200.00 /Complete Unit

5. Cost of ADA Warning Surface, each (EA). $ 250.00 /EA.

6. Fine grading and compacting existing sub-base. $ 0.58 /SF.

7. Demolition and disposal of existing concrete sidewalk. $ 1.35 /SF.

8. Installation of concrete sidewalk. $ 3.50 /SF.

9. Asphalt patching. $ 30.00 /SY.

10. Furnish and install new precast concrete curbing. (Includes but is not limited to disposal, excavation, backfilling, and compaction, saw-cutting existing pavement, patching asphalt and setting backside of curbing in concrete).

$ 34.00 /LF

ALTERNATES:

1. Furnish all labor, materials and equipment to remove and replace 30 – 8 foot long existing precast concrete curb sections in kind and profile as directed by the CCRI Representative. Includes but is not limited to disposal, excavation, backfilling, and compaction, saw-cutting existing pavement, patching asphalt and setting backside of curbing in concrete.

ADD: $ 8,160.00

2. Furnish and install 995 linear feet of granite curbing in place. Work includes but is not limited to neatly saw-cutting existing pavement, removing and disposal on existing pavement and precast curbing, sub-base, concrete encasement of curbing, 4 sets special shapes handicap curbing, replacement of gravel and placement of 2 inches of binder course and 2 inches of surface course in accordance with RIDOT Standards. A tack coat is to be applied at the transition of the existing pavement with the new pavement. Include any line stripping that is affected. (SEE EXHIBIT 1, DATED 11/22/13)

ADD: $ 48,748.00

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Project Total Cost in writing

Three hundred eighteen thousand one hundred seventy one dollars, No Cents

$318,171.00

****

Narragansett Improvement Company

Company Name of Bidder

223 Allens Avenue, Providence, RI 02903

Mailing Address (PO Box or street) Town, State, and Zip Code

Jon S. Toegemann, Vice President

Name of Authorized Representative

3/12/14

Signature Title

Corporation

Type of Business (Corp, Partnership, Sole Proprietorship)

(401) 331-7420

Telephone Number

(401) 351-6444

Facsimile

SCHEDULE:

1. Anticipated Award	**April 07, 2014**
2. Submittals	**April 21, 2014**
3. Submit detailed schedule and site utilization plan	**April 21, 2014**
4. Mobilize on site	**May 01, 2014**
5. Start work	**May 05, 2014**
6. Complete work	**August 15, 2014**
7. Punch listComplete	**August 26, 2014**
8. Closeout documentation.	**September 15, 2014**

SCOPE OF WORK:

1. Furnish all labor, materials and equipment to provide all site improvements at the Lincoln Campus including but not limited to fine grading, excavation, backfilling, concrete sidewalks, concrete stairs, ADA warning surfaces, bituminous asphalt patching, galvanized handrails, expansion joints, in accordance with the attached specifications and documents.

2. Furnish all labor, materials and equipment to provide sloped concrete sidewalks at handicap access ramps in accordance with RIDOT Requirements.

3. Furnish and install all labor, materials and equipment to excavate, compact and fine grade sub-grade as required per this scope of work in accordance with the specifications.

4. Vendor is to submit all MSDS sheets of all products to be used with first submittal.

5. Vendor is responsible for all erosion controls in accordance with the specifications.

6. Vendor is responsible for removing and stockpiling existing materials adjacent to new work to be reset by this vendor prior to the completion of this Project. Materials include but are not limited to crushed stone, loose laid rock wall, etc.

7. Handicap access devices, rails, posts, etc. bolted to existing concrete walks are to be removed and reset by this vendor.

8. Furnish and install 4000 psi site concrete.

9. Site-work is to be phased; at a minimum 2 walk entrances (front and back) of the Flanagan Campus are to remain open for use during construction.

10. Access and emergency egress of the Main Building and Field House must be maintained during construction.

11. Cleanup all debris and remove excess materials prior to installing screened loam at disturbed areas.

12. The Owner will hire an Independent Testing Agency to perform on-site inspections and testing.

13. Furnish and install bituminous cellular pre-molded joint filler at the concrete sidewalks abutting curbs, landings, foundations and at 20 feet intervals in

the sidewalks, etc. in accordance with the sketches and specifications. Include installing grey joint sealant at these expansion joints.

14. All asphalt is to be neatly saw-cut and patched Per RIDOT requirements.

15. Vendor is to neatly saw cut existing concrete at nearest dummy joint where transitioning from new to existing to remain concrete.

16. Vendor is responsible for protection of existing walks, landscaping, plantings, utilities, etc. within the confines of this Project. Any damages are the responsibility of this vendor to fix at no cost to the Owner.

17. It is the responsibility of the Vendor to obtain and pay for all required local and state permits.

18. Vendor is to include all Bond costs in their Bid.

19. Final As-buits and Shop Drawings are to be submitted to the Owner in electronic and paper versions as directed by the Owner.

20. Perform all necessary layouts as required to complete this work. Notify the Owner of any discrepancies encountered before continuing with the work.

21. Vendor to provide all water, power and site lighting as required executing the scope of this work.

22. Before starting work, all Vendor workers and Subs are to obtain and submit a current BCI and State approved picture ID. CCRI reserves the right to deny Campus access to any worker based on information provided on the submitted BCI.

23. All onsite workers are to be OSHA 10 certified. Copies of this certification along with driver licenses are required on the first day of work.

24. The Vendor is responsible for providing their workers with all personnel protection equipment. At a minimum, this includes hard hats, reflective vests, eye protection and ear protection.

25. Washout of concrete trucks will not be allowed on site.

26. Furnish and install all temporary traffic control signs and cones in accordance with the Specifications.

27. Include an allowance of 300 cubic yards of (RIDOT Standard) gravel to be installed and compacted at the direction of the Owner and Testing Agency as required. Include the removal and disposal off site of 300 cubic yards of existing materials.

28. All demolitioned concrete, asphalt, rails, etc. are to be removed and disposed of off-site.

29. Prepare all galvanized handrails for painting. Paint color to be selected by the Owner from premium color charts. Apply one coat of primer and two coats of finish paint. Finish paint can be applied in the field or shop applied.

30. Vendor is to furnish and install rolled and compacted fertile, natural topsoil, typical of locality, without admixtures of subsoil, refuse or other foreign materials. Free of stumps, roots, heavy or stiff clay, stones larger than 1 inch in diameter, lumps, coarse sand, noxious weeds, sticks, brush or other deleterious matter. The loam is to be spread in disturbed areas adjacent to new work to a minimum depth of 6 inches. CCRI will seed and fertilize after placement. Loam left over to be turned over to the Owner at a location on Campus.

31. See Exhibits 2A and 2B, North Side Concrete Walks, dated 11/22/13:

    a. Remove and dispose of 5,640sf of existing 4 inch concrete sidewalks at walks D, E and F. E and F concrete sidewalk removal stops at existing 10 foot wide walk, D extends to the pavement.
    b. Fine grade and compact existing gravel base for new sidewalks.
    c. Form, pour and finish 5,640sf of 4 inch concrete sidewalks, including concrete, mesh and expansion joint materials at locations of removed sidewalks.
    d. Furnish and install one new handicap ramp including ADA warning surface at walkway D, furnish and install new precast concrete curb special shapes and asphalt patching.
    e. Furnish and install 6 inches of screened, seeded and fertilized loam in disturbed areas. Quantity to be included in Base Bid, 10 cubic yards.

32. See Exhibits 2B, 3A Exterior Concrete Stairs, E, F and G, dated 11/22/13:

    a. Remove and dispose of three existing E, F and G concrete stairs, railings, walls and landings. Remove 6 inches of existing excavated gravel sub base and replaced with 6 inches (RIDOT Standard) crushed stone. Backfill with new (RIDOT Standard) gravel (not part of Allowance item 27 above).
    b. Fine grade and compact all materials.
    c. Form, pour and finish new concrete stairs E, F and G to match existing stairs, including retaining walls, rebar, mesh, concrete and expansion joint materials at locations of removed stairs and landings.
    d. Exposed to view surfaces at the 10 inch retaining walls to be rubbed.
    e. Furnish all labor, materials and equipment to furnish and install new galvanized handrails at stairs (side rails and center rail) in accordance with documents.
    f. Furnish and install 6 inches of screened, seeded and fertilized loam in

disturbed areas. Quantity to be included in Base Bid, 6 cubic yards.

33. See Exhibit 4A Field House Concrete Sidewalks, dated 11/22/13:

    a. Remove and dispose of 5,200sf of existing 4 inch concrete sidewalks and pad.
    b. Fine grade and compact existing gravel base for new sidewalks and pad.
    c. Form, pour and finish 5,200sf of 4 inch concrete sidewalks and pad, including concrete, mesh and expansion joint materials at locations of removed sidewalks and pad.
    d. Furnish and install one new handicap ramp including ADA warning surface, furnish and install new precast concrete curb special shapes and asphalt patching.
    e. Furnish and install 6 inches of screened, seeded and fertilized loam in disturbed areas. Quantity to be included in Base Bid, 15 cubic yards.

34. See Exhibit 3A and 5A Concrete Sidewalks South Lot, dated 11/22/13:

    a. Remove and dispose of 15,000sf of existing 4 inch concrete sidewalks per exhibits 3A and 5A.
    b. Fine grade and compact existing gravel for new walks.
    c. Form, pour and finish 15,000sf of 4 inch concrete sidewalks, including concrete, mesh and expansion joint materials at locations of removed sidewalks.
    d. Furnish and install six new handicap ramps including ADA warning surfaces, furnish and install new precast concrete curb special shapes and asphalt patching.
    e. Furnish and install 6 inches of screened, seeded and fertilized loam in disturbed areas. Quantity to be included in Base Bid, 45 cubic yards.

35. Work hours are to be reviewed with the CCRI Supervisor on site; normal working hours are Monday thru Friday 7:00AM to 3:30PM. All off hour work is to be coordinated with CCRI.

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Narragansett Improvement Company

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
223 Allens Avenue

Requester's name and address (optional)
Community College of Rhode Island

City, state, and ZIP code
Providence, RI 02903

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
0 5 - 0 1 8 7 9 7 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] - Controller Date ▶ 3-10-14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **NARRAGANSETT IMPROVEMENT COMPANY, 223 Allens Avenue, Providence, Rhode Island**
as Principal, hereinafter called the Principal, and **THE OHIO CASUALTY INSURANCE COMPANY**
a corporation duly organized under the laws of the State of **New Hampshire**
as Surety, hereinafter called the Surety, are held and firmly bound unto **COMMUNITY COLLEGE OF RHODE ISLAND**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Amount of the Attached Bid ($5% of Bid) Dollars**
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 **Community College of Rhode Island Flanagan Campus, Site Improvements**

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 thereof, 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 **12th** day of **March, 2014.**

(Witness)

(Witness)

NARRAGANSETT IMPROVEMENT COMPANY
(Principal) *(Seal)*
By: _____
Dustin Ever *(Title)* Secretary/Treasurer

THE OHIO CASUALTY INSURANCE COMPANY
(Surety) *(Seal)*
By: _____
Denise A. Chianese, *(Title)* **Attorney-in-Fact**

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5716397

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles A. Byrne; Denise A. Chianese; David J. Byrne III

all of the city of East Providence, state of RI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 1st day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV.- OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 12th day of March 2014

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.