AIA® Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **HK&S Construction Holding, Corp. of PO Box 6,**
(Here insert full name and address or legal title of Contractor)
Newport, RI 02840

as Principal, hereinafter called the Principal, and **Endurance American Insurance Company of 333**
(Here insert full name and address or legal title of Surety)
Westchester Avenue, White Plains, NY 10604

a corporation duly organized under the laws of the State of **Delaware**
as Surety, hereinafter called the Surety, are held and firmly bound unto **State of Rhode Island of 1 Capitol Hill,**
(Here insert full name and address or legal title of Owner)
Providence, RI 02903

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF AMOUNT BID**
Dollars ($ **5% OF BID**), 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 **Whipple Hall Ejection Station Discharge-RIC RFP# 7548454**
(Here insert full name, address and description of project)

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)

HK&S Construction Holding, Corp.
(Principal) (Seal)

(Title) President

(Witness)

Endurance American Insurance Company
(Surety)

(Title) **Mark D. Leskanic**
Attorney-in-Fact *(Seal)*

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ENDURANCE AMERICAN INSURANCE COMPANY

BID1414001324
Seal Number: 14

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware corporation (the "Corporation"), with offices at 750 Third Avenue, New York, New York 10017, has made, constituted and appointed and by these presents, does make, constitute and appoint

MARK D. LESKANIC, OSCAR B. JOHNSON, NEWTON S. JOHNSON

its true and lawful Attorney(s)-in-fact, at WALTHAM in the State of MA and each of them to have full power to act without the other or others, to make, execute, seal and deliver for and on its behalf bonds, undertakings or obligations in surety or co-surety with others, also to execute and deliver on its behalf renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of SEVEN MILLION FIVE HUNDRED THOUSAND Dollars ($7,500,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.199

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, a copy of which appears below under the heading entitled "Certificate".
199
This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 and said resolution has not since been revoked, amended or repealed:

> RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

This Power of Attorney shall expire and all authority hereunder shall terminate without notice at 12:01 a.m. (Standard Timer where said attorney(s)-in-fact is authorized to act.) NOVEMBER 24TH, 2014.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 25TH day of NOVEMBER, 2013 at New York, New York.
(Corporate Seal)

ENDURANCE AMERICAN INSURANCE COMPANY

ATTEST ..... Alfred N. Wright, Vice President

By ..... Ronald Diggs, Vice President

STATE OF NEW YORK ss: WHITE PLAINS
COUNTY OF NEW YORK

On the 25TH day of NOVEMBER, 2013 before me personally came RONALD DIGGS to me known, who being by me duly sworn, did depose and say that (s)he resides in HELLERTOWN, PENNSYLVANIA that (s)he is a VICE PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that (s)he signed his (her) name thereto by like order.
(Notarial Seal)

..... Anie Licari, Notary Public - My Commission Expires: October 29, 2015

CERTIFICATE

STATE OF CALIFORNIA ss: WHITE PLAINS
COUNTY OF LOS ANGELES

I, Joseph C. O'Donnell, the EXECUTIVE VICE PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others and to execute and deliver for and on behalf of the Corporation renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations:

ALFRED N. WRIGHT, RONALD DIGGS

And

RESOLVED FURTHER, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation.

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 12th day of March, 2014

(Corporate Seal)

..... Joseph C. O'Donnell, Executive Vice President.

This Document is printed on colored bonded safety paper. Any reproductions are void.

State of Rhode Island and Providence Plantations Contract Offer

RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7548454A2
Bid/RFP Title: WHIPPLE HALL EJECTION STATION DISCHARGE - RIC (51 PGS)

Opening Date & Time: 3/12/2014 11:00 AM
RIVIP Vendor ID #: 34587
Vendor Name: HK&S CONSTRUCTION HOLDING CORP.
Address: 51 America's Cup Avenue

Newport , RI 02840
USA

Telephone: (401) 847-7350
Fax: (401) 847-7351
E-Mail: HugoKeyandSon@Verizon.net
Contact Person: JONATHAN KEY
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):

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.

Date March 12, 2014

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

Jonathan P. Key President

Print

Name and Title of company official signing offer

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BID FORM
TO

Rhode Island College

Infrastructure Improvements

Whipple Hall Ejector Station Discharge Modification

Contract Number: XXXXXXXXXX

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents as prepared by CDM Smith Inc., 260 West Exchange Street, Suite 300, Providence, RI 02903 and dated August 2013 have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

If a Notice of Award accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within thirty days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids, the undersigned will within five days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees that the Contract Time shall commence ten days following the Effective Date of the Agreement, and to fully complete the work on or before June 30, 2014, and in accordance with the terms as stated in the Agreement. The undersigned further agrees to pay OWNER, as liquidated damages, $750.00 per day for each calendar day beyond the Contract Time Limit or extension thereof that the Work remains incomplete, in accordance with the terms of the Agreement.

The undersigned acknowledges receipt of addenda numbered:

1, 2

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required at the prices listed as follows:

RHODE ISLAND COLLEGE
WHIPPLE HALL EJECTOR STATION DISCHARGE MODIFICATION
CONTRACT NO:

BID FORM

Item No.	Estimated Quantity		Brief Description of Items With Unit Bid Price in Words	Unit Bid Price In Figures	Amount in Figures
1a	690	lin. ft	Furnish and install new 8-inch CL52 Ductile Iron (DI) pipe, including earth excavation and backfill		
			One hundred forty dollars per linear foot	$ 140.00	$96,600.00
1b	2	ea.	Furnish and install new 6-inch CL 52 Ductile Iron (DI) sanitary sewer service		
			Two thousand dollars each	$2,000.00	$ 4,000.00
2a	3	ea.	Furnish and install 4' diameter, precast concrete manhole,		
			Sixty five hundred dollars each	$6500.00	$19,500.00
2b	1	ea.	Furnish and install new 5' DIA SMH, including bypass, connection of existing, transtion pipe, and outside drop connection		
			Forty thousand dollars each	$40,000.00	$40,000.00
3a	100	c.y.	Rock and boulder excavation		
			Fifty Dollars per cubic yard	$50.00	$5,000.00
3b	100	c.y.	Additional payment for rock and boulder excavation over the established price		
			Two hundred dollars per cubic yard **Negative unit bid price will not be allowed	$200.00	$ 20,000.00

SUBTOTAL PAGE 00300-2 $185,100.00

RHODE ISLAND COLLEGE
WHIPPLE HALL EJECTOR STATION DISCHARGE MODIFICATION
CONTRACT NO:

BID FORM

Item No.	Estimated Quantity		Brief Description of Items With Unit Bid Price in Words	Unit Bid Price In Figures	Amount in Figures
4a	120	c.y.	Bank-run gravel for pavement, driveway and sidewalk base Thirty five dollars per cubic yard	$ 35.00	$ 4200.00
4b	100	c.y.	Screened gravel Forty dollars per cubic yard	$ 40.00	$ 4,000.00
5	20	c.y.	Excavation below normal grade including gravel refill Two hundred dollars per cubic yard	$ 200.00	$ 4,000.00
6	50	c.y.	Miscellaneous concrete Two hundred fifty dollars per cubic yard	$ 250.00	$ 12,500.00
7a	320	sq. yd.	Furnish and install initial trench-width pavement, which includes 2-1/2-inch thick plant mix binder course Twenty four dolars per square yard	$ 24.00	$ 7680.00
7b	470	sq. yd.	Furnish and install final trench-width pavement, which includes 2-1/2-inch Binder and 1 1/2-inch thick Class I-1, top course Thirty nine dollars per square yard	$ 39.00	$ 18,330.00
7c	120	sq. yd.	Concrete Walk Repair, including curb One hundred fifty dollars per square yard	150.00	$ 18,000.00

SUBTOTAL PAGE 00300-3 $ 68,710.00

RHODE ISLAND COLLEGE
WHIPPLE HALL EJECTOR STATION DISCHARGE MODIFICATION
CONTRACT NO:

BID FORM

Item No.	Estimated Quantity		Brief Description of Items With Unit Bid Price in Words	Unit Bid Price In Figures	Amount in Figures
8	50	c.y.	Test Pits		
			One hundred dollars per cubic yard	$100.00	$5,000.00
9	1	L.S.	Policing Allowance		
			Twenty Eight Thousand Dollars Allowance		$28,000.00
10	1	L.S.	Miscellaneous work and clean up		
			Ten thousand dollars lump sum		$10,000.00
11a	175	TON	Handling of regulated non-hazardous soils		
			Seven thousand dollars lump sum		$7,000.00
11b	175	TON	Handling of regulated hazardous soils		
			Seventeen thousand five hundred dollars lump sum		$17,500.00

BID SUMMARY

SUBTOTAL PAGE 00300-4:	$67,500.00
SUBTOTAL PAGE 00300-3:	$68,710.00
SUBTOTAL PAGE 00300-2:	$185,100.00
SUBTOTAL BID PRICE	$321,310.00

12	1	L.S.	Mobilization (Not to exceed 5% of subtotal bid price above)		
			Fifteen thousand dollars lump sum		$15,000.00
			TOTAL BID PRICE		$336,310.00

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The undersigned agrees that extra work, if any, will be performed in accordance with Article 10 of the Conditions of the Contract and will be paid for in accordance with Article 11 of the Conditions of the Contract.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance and incidentals required to complete the Work.

The names and residences of all persons and parties interested in the foregoing Bid as principals are as follows:

(Give first and last names in full. In the case of a corporation, see Article 8.3 of the Instructions to Bidders, in the case of a limited liability company [LLC], see Article 8.4 of the instructions to Bidders, in the case of a partnership, see Article 8.5 of the Instructions to Bidders.)

Jonathan P. Key 10 Greenway Dr. North Kingstown RI

Hugo Key III 290 Congdon Hill Rd Saunderstown RI

The undersigned 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 on the work.

The undersigned hereby certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

20-4019558
Social Security Number
or Federal Identification
Number

HK+S Construction Holding Corp.
Signature of Individual or
Corporate Name

By: _____
Corporate Officer Inc. Rhode Island
(if applicable)

Notice of acceptance should be mailed, faxed, or delivered to the following:

Jonathan P. Key
(Name)

By: _____
(Title) President

51 Americas Cup Ave Newport RI
(Business Address)

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Newport RI 02840
(City and State)

Date March 12, 2014

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Incorporated in RI

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: 7548454

Bid/RFP Title: Whipple Hall Ejection Station Discharge

RIVIP Vendor ID#: 34587

Vendor Name: HK+S Construction Holding Corp.

Address: 51 America Cup Avenue Newport RI 02840

Telephone: 401-847-7350

Fax: 401-294-2409

E-Mail: hugokeyandson@verizon.net

Contact Person and Title: Jonathan Key President

HK+S Construction Holding Corp, Newport RI (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).

Jonathan P. Key
Printed Name and Title of Authorized Representative

March 12, 2014
Date

Signature of Authorized Representative

Form W-9 (Rev. 3/7/11)

State of Rhode Island
PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A $50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (T.I.N.)

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN) | | | |

Employer ID No. (EIN) | 20 | 4019558 |

NAME HK+S Construction Holding Corp.

ADDRESS 51 Americas Cup Ave Newport RI 02840

(REMITTANCE ADDRESS, IF DIFFERENT) PO Box 6 Newport RI 02840

CITY, STATE AND ZIP CODE Newport RI 02840

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 either: (A) 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 (B) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions – You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

PLEASE SIGN HERE

SIGNATURE _____ **TITLE** President **DATE** 3/12/14 **TEL NO.** 401-847-7350

BUSINESS DESIGNATION:

Please Check One: Individual ☐ Medical Services Corporation ☐ Government/Nonprofit Corporation ☐
Partnership ☐ Corporation ☑ Trust/Estate ☐ Legal Services Corporation ☐

NAME: Be sure to enter your full and correct name as listed in the IRS file for you or your business.

ADDRESS, CITY, STATE AND ZIP CODE: Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

CERTIFICATION -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

BUSINESS TYPE CHECK-OFF -- Check the appropriate box for the type of business ownership.

Mail to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908

Certificate of Authority

At a duly authorized meeting of the Board of Directors of the

HK&S Construction Holding Corp. held on March 4, 2014 it was

VOTED, that

Jonathan P. Key

of this company, be and he/she hereby is authorized to execute contracts and bonds in the name and on behalf said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such

President under seal of the company, shall be

valid and binding upon this company.

A True Copy,

Attested By: Hugo Key III (Seal)
Title: Vice President
Name of Company: HK&S Construction Holding Corp.
Street Address: 51 Americas Cup Avenue
City/Town/Zip: Newport RI 02840
Date: March 12, 2014

I hereby certify that I am the clerk of HK&S Construction Holding Corp.
that Jonathan P. Key is the duly elected President
Of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

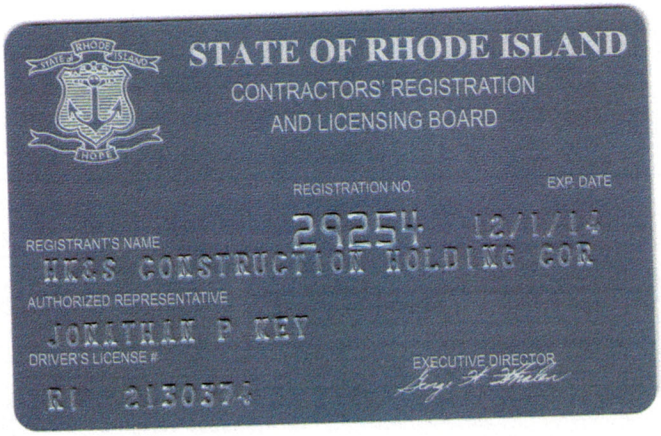
Hugo Key II
Secretary

Notary Public Signature

Jessica Rodrigues
Notary Public Printed Name

My Commission Expires 4/8/2014 Date: 3/12/2014

(Seal)



STATE OF RHODE ISLAND

CONTRACTORS' REGISTRATION
AND LICENSING BOARD

REGISTRATION NO. 29254

EXP. DATE 12/1/14

REGISTRANT'S NAME
HK&S CONSTRUCTION HOLDING COR

AUTHORIZED REPRESENTATIVE
JONATHAN P KEY

DRIVER'S LICENSE #
RI 2130373

EXECUTIVE DIRECTOR