

**STATE OF RHODE ISLAND  
DEPARTMENT OF ADMINISTRATION**

**LADD CENTER PHASE II – HAZARDOUS  
MATERIALS MITIGATION, DEMO & SITE  
RESTORATION**

**RFQ# 7548500A2**

**PREPARED BY:**



**J. R. VINAGRO CORPORATION  
2208 PLAINFIELD PIKE  
JOHNSTON, RI 02919  
(401)943-7100  
FAX(401)647-5041**

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

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFP Number:** 7548500A2  
**Bid/RFP Title:** LADD CENTER PHASE II HAZARDOUS MATERIALS MITIGATION, DEMO. & SITE RESTORATION (16 PGS)

**Opening Date & Time:** 3/26/2014 11:00 AM

**RIVIP Vendor ID #:** 67718

**Vendor Name:** J.R. Vinagro Corporation  
**Address:** 2208 Plainfield Pike  
Johnston , RI 02919  
USA

**Telephone:** 401-943-7100  
**Fax:** 401-647-5041  
**E-Mail:** karenh@jrvinagrocorp.com  
**Contact Person:** Karen Hilton  
**Title:** ProjectCoordinator  
**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](http://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](http://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.dti.ri.gov](http://www.dti.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](http://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](http://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):

- Y 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.
- Y 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](http://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.





## Section 5 – Certifications and Disclosures

### Debarment-

#### **New York Debarment**

On June 1, 2010, the New York Workers' Compensation Board assessed J.R. Vinagro Manufacturing & Processing, Inc. with a penalty of \$553.83 for failing to provide disability benefits insurance on a project in New York. Because of administrative error, the penalty was not paid until after the 30-day review period had lapsed, and the company was subject to a one-year debarment from July 1, 2010 to July 1, 2011.

**Russell Absi v. Joseph R. Vinagro, Patriot Hauling Co., Inc., and Enviro Crushing & Screening, Inc., C.A. No. P.C. 08-1265.** Complaint for assault, breach of contract, fraud, false pretenses and RICO filed with Providence Superior Court by a former employee after Mr. Vinagro was found not guilty in a criminal trial on the assault charge. Judgment for defendants entered on all but the count for assault on Nov. 15, 2010. Judgment for defendants entered on the count for assault on Feb. 17, 2011. Plaintiff did not file an appeal.

ENTITY	DATE	RIDEM NO. NOTICE OF VIOLATION #	ISSUING PARTY	PROPERTY	ALLEGATIONS	DISPOSITON
Joseph R. Vinagro	1/12/2004	RIDEM NOV # FW C02-0301, FW C06-0361, WP 03-01 and SW 2011-28, AAD Nos.: 11-008/FEW and 12-002/WME	RIDEM	A Street (AP 32, Lot 1, AP 33, Lot 28 and AP 43, Lot 66)	The NOV alleged wetlands alterations and solid waste violations. The NOV sought restoration work and administrative penalties in the amount of \$119,000.00.	Fully Executed Consent Agreement was issued 10/1/2013 and a \$13,000.00 penalty was paid. Credits in the amount of \$20,000.00 for the Earth Day SEP credit and \$86,000.00 for the Conservation Easement SEP shall be granted for a total settlement of \$119,000.00.
Joseph R. Vinagro	12/7/2001	RIDEM NOV # OC&J/SW #01-031 and Wetlands CO1-0062	RIDEM	A Street, Shun Pike, Johnston, RI (AP 33, Lot 28)	The NOV alleged unauthorized freshwater wetlands alterations and operation of an unlicensed solid waste management facility. The NOV sought penalties in the amount of \$218,634. It also required restoration work.	The NOV was resolved through a Consent Agreement dated 9/4/03 pursuant to which Respondents agreed to restore the wetlands and pay an administrative penalty of \$29,200 in installments. The NOV was released by a Release of Violation dated 1/31/11.



**February 21, 2014**

**Addendum 1**

**RFP# 7548500**

**TITLE: Ladd School Demolition and Restoration**

**Submission Deadline: March 26, 2014 11:00 AM EST**

Specifications and drawings for this project will be available in the appropriate "disk based" location by 3:00 PM, Monday, February 24, 2014.

George Welly

Interdepartmental Project Manager



**March 11, 2014**

**Addendum 2**

**RFP# 7548500**

**TITLE: Ladd School Demolition and Restoration**

**Submission Deadline: March 26, 2014 11:00 AM EDT**

Note above, the submission deadline is 11:00 AM EDT, not EST.

This addendum 2 consists of 16 total pages, and contains the following information below:

- Attendance sheet from non-mandatory Pre-Bid Conference conducted 3/4/2014.
- Written transcript of Pre-Bid Conference conducted 3/4/2014.
- Answers to all questions received by questions deadline, 3/6/2014.

George Welly

Interdepartmental Project Manager

**"NON-MANDATORY" PRE-BID CONFERENCE SIGN IN SHEET**

**BID NUMBER:** 7548500  
**BID TITLE:** Ladd Center II Hazardous Materials Mitigation, Demolition and Site Restoration  
**PRE-BID DATE AND TIME:** 3/4/2014 at 1:00 PM EST

**Purchasing Representative:**  
**PRE-BID START TIME:**  
**PRE-BID END TIME:**

COMPANY NAME	COMPANY REPRESENTATIVE	ADDRESS	CONTACT EMAIL	CONTACT PHONE NUMBER	CONTACT FAX NUMBER	PROPOSAL SUBMITTED (For Purchasing Use Only)
1 SITE CON	Vincent Colapiccia	1430 Cambridge	MIKE FEMA	9442335		
2 Ramco Survey Services	Matt McCloud	685 N. Main W. Bristol St 54 WATSON ST Worcester, MA	A1ACHANCE@TANBANA.COM	508-580-3400		
3 Tanbana Corp	Adam Lockwood			508 752 5599		
4 Spito. (Piscetti)	Janeha Jekult	10 PPK/ Hill	jdepotte@spito.com	641-2315		
5 Louis Berger	Gary DeBlois	295 Armonde St Providence, RI	gdeblois@louisberger.com	521-5980		
6						
7						
8						
9						
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11						
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16						

**In The Matter Of:**  
*Pre-Bid Conference*

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*Ladd Center Phase II Hazardous Materials Mitigation, Demolition, & Site Restore*  
*March 4, 2014*

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**VIDEO CONFERENCE CENTERS**

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Toll Free: 888-443-3767

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DEPARTMENT OF ADMINISTRATION

PROCEEDINGS AT HEARING: PRE-BID CONFERENCE

IN RE: LADD CENTER PHASE II HAZARDOUS  
MATERIALS MITIGATION, DEMOLITION  
AND SITE RESTORATION

DATE: MARCH 4, 2014  
TIME: 1:00 P.M.  
PLACE: DEPARTMENT OF ADMINISTRATION  
ONE CAPITOL HILL  
PROVIDENCE, RI 02903

PRESENT:

GEORGE WELLY, INTERDEPARTMENTAL PROJECT MANAGER  
GARY DEBLOIS, LOUIS BERGER  
JONATHAN DEPAULT, CAPITAL PROJECTS  
VINCENT COLAPIETRO, SITE CON  
MATTHEW MCCLOUD, RAMCO SURVEY STAKES

1 (HEARING COMMENCED AT 1:09 P.M.)

2 MR. WELLY: Okay, it's 1:09, thank  
3 you for coming. My name is George Welly, I'm a  
4 buyer with the Division of Purchasing. We're  
5 here for Ladd Center, Phase II, Hazardous  
6 Materials Mitigation, Demolition, and Site  
7 Restoration.

8 I supervise the technical part of  
9 the bidding process. We have some agency and  
10 engineering people here, and they will introduce  
11 themselves when we get to the questions. This  
12 is a non-mandatory pre-bid conference for this  
13 project. We invite you to ask us questions, and  
14 we're going to take them all down. We have a  
15 court reporter present. All the answers,  
16 whether you hear them from us in words today or  
17 not, will be posted on our website, the same  
18 place that the solicitation appears.

19 I hope to have it well before March  
20 18, but March 18 is my deadline right now, so if  
21 you check for an addendum before, you might want  
22 to check again. We can always change things up  
23 to five days, not change the material things,  
24 but if there's a postponement, et cetera, same  
25 way as an addendum, up to five days before the

1 bid opening. So the questions that you ask, we  
2 will answer some of them, and we'll defer  
3 others. Every question that you ask will also  
4 be printed in this addendum. We reserve the  
5 right to change those answers, or fine-tune them  
6 if we need to, so the answers that you hear  
7 today will not necessarily be the final answers.

8 This is a disk-based bid, which  
9 means you have to go through our website to get  
10 the specs and the drawings. There's 886 pages  
11 of specs and 30 pages of drawings. The bid  
12 form, itself, is built into the solicitation,  
13 it's in the last 10 pages, or so, of the  
14 original solicitation.

15 There's a bid bond required, it's  
16 in the document. There's payment and  
17 performance bonds required, they're in the  
18 documents. This is a Public Works project  
19 because it's construction. Public Works project  
20 means, as always, that you have to pay  
21 prevailing wage, so certifications, et cetera,  
22 are involved with that. It also means that you  
23 have to provide a public copy, which is that  
24 your proposal has to be not only submitted on  
25 paper by our deadline, but also at the same

1 deadline has to be recorded on to a disk almost  
2 always, a compact disk. I don't know if we  
3 accept flash drives yet or not, because they  
4 have to be published by us almost immediately  
5 upon opening it once we can verify that  
6 technically they're ready to go. That's a  
7 matter of law, and we have very little  
8 discretion within that law. If they don't get a  
9 proper public copy, your disk is subject to, or  
10 almost always likely to be disqualified.

11 Also, because it's Public Works, we  
12 have new apprenticeship requirements,  
13 subcontractor apprenticeship requirements. All  
14 the stuff is in the basic solicitation. There's  
15 pages and pages of things that you need to be  
16 aware of. Also in the solicitation, there's a  
17 copy of the IRS Form W-9. We would like to have  
18 that submitted, along with the proposals.

19 Please don't put the W-9 on the  
20 public copy, because it has tax information on  
21 it. One copy only of that is sufficient. The  
22 bid proposal is contained within the  
23 solicitation body. The deadline for the bids  
24 themselves is March 26th, at 11 a.m. If you  
25 haven't noticed already, parking is really

1 deteriorating, the availability parking is  
2 really deteriorating around here. So it wasn't  
3 bad enough yesterday, they started working on  
4 the garage, so you really need to give yourself  
5 as much extra time as it takes. You can  
6 certainly submit them ahead of time, but tonight  
7 the 11 a.m. deadline, we have a time clock,  
8 11:01 won't do.

9           They're all going to get stamped  
10 in, so just plan accordingly. We have one  
11 change so far to the specs, it's on page 5 of  
12 the solicitation, and it just says to disregard  
13 a section in there concerning E-Verify. It is  
14 on page 5 of the solicitation. It tells you  
15 which page to disregard.

16           So then just for the record, the  
17 description of the project is Demolition  
18 Hazardous Material Abatement, Site Clearing,  
19 Utility Work, Site Restoration at the Ladd  
20 Center in Exeter, Rhode Island. Various  
21 structures: All buildings must be slated for  
22 demolition, must be disconnected from existing  
23 utilities. All demolition sites backfilled with  
24 loam and seeded. There's a utility tunnel that  
25 has to be decommissioned and permanently sealed,

1 and there's other areas of the campus overgrown  
2 with vegetation that should be cleared and  
3 restored with loam and seed. I'm going to go to  
4 the questions, and please state your name and  
5 your firm as you ask your questions.

6 MR. DEBLOIS: I'm Gary DeBlois with  
7 the Louis Berger Group.

8 MR. WELLY: And here for the agency  
9 is?

10 MR. DEPAULT: Jonathan DePault,  
11 Capital Projects.

12 MR. WELLY: Okay, any questions?  
13 Yes, sir.

14 MR. MCCLOUD: Matthew McCloud with  
15 Ramco Survey Stakes. I was wondering if you  
16 could go in and look at the building prior to  
17 the bid?

18 MR. DEBLOIS: No.

19 MR. LACHANCE: No site walk, is  
20 there a site walk-through for the bid?

21 MR. DEBLOIS: Well, the buildings  
22 are on public property, well, technically  
23 there's no trespassing. Do we allow exterior?

24 MR. DEPAULT: The answer is no,  
25 there is a set of plans, laid out plans with it,

1 the buildings are coming down, and you have to  
2 leave it at that.

3 MR. DEBLOIS: So there's no planned  
4 site walk and no entry to the building?

5 MR. DEPAULT: Definitely no entry  
6 to the building. Okay.

7 MR. COLAPIETRO: So the plans they  
8 have detailed on the inside are all the asbestos  
9 in the pipes on the abatement plan, the square  
10 footage, how high it is, if it's in the ground,  
11 if it's in the ground, if it's in the wall?  
12 Usually you know that when you do a  
13 walk-through.

14 MR. DEBLOIS: Is that everything?  
15 We have floor plans that show approximate  
16 locations of asbestos throughout all of the  
17 buildings. They are also attached to the  
18 specifications of the hazardous materials report  
19 for each of the buildings. That does provide  
20 quantities, it provides most locations, to the  
21 best of our ability to find, and that will be  
22 your resource.

23 MR. COLAPIETRO: Okay, so if we bid  
24 off the plans, according to what you have for  
25 linear footage, and stuff, that's what we're

1 going to held with, not if we find more?

2 MR. DEBLOIS: If you've shown that  
3 you found a greater quantity than as specified  
4 in the contract documents.

5 MR. COLAPIETRO: Well, we won't  
6 know that until after it gets awarded. That's  
7 why we do a walk-through.

8 MR. DEBLOIS: No, I understand  
9 that. And if you find more than is shown in the  
10 contract documents, then that will be dealt with  
11 after the fact. Documentation will be needed to  
12 show that you've exceeded the amount throughout.

13 MR. WELLY: Is that in the unit  
14 price that's honored?

15 MR. DEBLOIS: Yes.

16 MR. WELLY: So the extensive amount  
17 of plus, the fill in unit price is in the bid  
18 proposal, isn't that's how you use to quantify  
19 that?

20 MR. DEBLOIS: Yeah, we've listed  
21 just about every type of asbestos in the unit  
22 prices, so when you provide those with your bid  
23 forms, again, if you exceed the quantities in  
24 the contract documents, those unit prices will  
25 be used for any additional.

1 MR. WELLY: The bid specs have  
2 what, a hundred pages of environmental  
3 assessments, that's why it's so big, there's an  
4 extensive amount of pages.

5 MR. COLAPIETRO: Excuse me, again,  
6 but I know a lot of times they miss it when  
7 they're doing this, that's why I brought that  
8 up, because they do miss them, everybody's  
9 human.

10 MR. DEBLOIS: That's  
11 understandable.

12 MR. COLAPIETRO: Is there going to  
13 be a hygienist on the job?

14 MR. DEBLOIS: Let us respond in  
15 writing on that one. Anything else?

16 MR. WELLY: Okay, that's it. Don't  
17 look for the answers today, but I hope to have  
18 it out well before the 18th, so you can see  
19 what's in there.

20 MR. DEBLOIS: Thursday is the  
21 deadline for questions, right?

22 MR. WELLY: Yes, Thursday is the  
23 deadline for submission of it. If you have  
24 additional questions, or anybody that isn't here  
25 that has questions to submit, it's Thursday at

1 -- what did I say, 2:00, and you can ask  
2 additional questions, and then after Thursday,  
3 we'll start to assemble the answers, and I'd  
4 like to have them out in a week, but they can be  
5 out as late as the 17th, that's the deadline.

6 MR. COLAPIETRO: I know you're  
7 going to address as far as somebody being on the  
8 job, as far as the environmental, but how do we  
9 know, if not, we've got to carry somebody to do  
10 that, to do the testing, and stuff?

11 MR. DEBLOIS: What type of testing  
12 are you asking about?

13 MR. COLAPIETRO: You're going to do  
14 air clearances, all that.

15 MR. DEBLOIS: Okay, we'll respond  
16 to that in writing.

17 MR. COLAPIETRO: Will we know  
18 before Thursday, we'll be bidding it, so we'd  
19 like to know before we complete our bid.

20 MR. WELLY: No, the bid is due on  
21 the 26th. The questions can be asked -- you can  
22 ask more until Thursday of this week, then I  
23 like to have the answers out in a week, but if  
24 we don't, we'll only put the answers out once,  
25 okay, whenever you see them, and we have to have

1       them out by the 17th, or we have to extend the  
2       bid. So you'll have them seven days at least  
3       before you have to put together a price, okay.  
4       Thanks for coming. That's the end of the  
5       pre-bid conference for Ladd II, demolition  
6       project.

7                       (HEARING COMMENCED AT 1:20 P.M.)

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C-E-R-T-I-F-I-C-A-T-E

I, PAULA J. CAMPAGNA, CSR, a Notary Public, do hereby certify that the foregoing is a true, accurate, and complete transcript of my notes taken at the above-entitled hearing.

IN WITNESS WHEREOF, I hereunto set my hand this 6th day of March, 2014.

*Paula J. Campagna*  
*Notary Public*  


PAULA J. CAMPAGNA, CSR, NOTARY PUBLIC/CERTIFIED COURT REPORTER

MY COMMISSION EXPIRES: April 19, 2014

IN RE: Ladd Center Phase II Hazardous Materials Mitigation, Demolition and Site Restoration

DATE: March 4, 2014

**Questions and Answers, RFQ 7548500, Ladd School Demolition and Restoration, Phase II**

1. Question: Will access to the buildings be granted prior to bid submission?

Answer: **There will be no access to the buildings prior to bid submission.**

2. Question: Will there be a site walk prior to bid submission?

Answer: **There will be no site walk scheduled prior to bid submission.**

3. Question: Will there be an industrial hygienist on the job?

Answer: **The Owner will employ an industrial hygiene (IH) testing laboratory for air monitoring and clearance testing. The Contractor, at his expense, shall provide OSHA monitoring and all other all tests required by specified applicable regulations, codes, and standards and any other tests for his use. The use of a testing laboratory by the Owner does not release the Contractor from providing tests required for the protection and safety of his employees. The testing and inspection responsibilities of both the Owner and Contractor are thoroughly detailed in Section 13820, Paragraphs 1.12 A, 1.12 B, and 1.12 C of the Contract Specifications.**

4. Question: Will the Contractor be responsible for abating asbestos containing material (ACM) which exceeds the quantities provided in the Contract Documents at his own expense?

Answer: **The Contractor will be responsible for abating ACM quantities provided in the tables on Sheets C-18, C-19, C-28, C-38, C-47 and C-48 of the Contract Drawings as part of the Base Bid. The Contractor may pursue an adjustment to the Base Bid if additional ACM is encountered. Unit prices to determine any adjustments are required on the Bid Form, Section 3, beginning on page 00300-2, contained on pdf page 30 of the Bid Solicitation. Please note that detailed supporting documentation which includes the quantity, location, and material type of all abated ACM will be required if the Contractor wishes to claim additional work.**



**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](http://www.dlt.ri.gov), under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

**Bid/RFP Number:** - 7548500

**Bid/RFP Title** Ladd Center Phase II Hazardous Materials Mitigation, Demo &  
Site Restoration  
**RIVIP Vendor ID#:** 67718

**Vendor Name:** J.R. Vinagro Corporation

**Address:** 2208 Plainfield Pike, Johnston, RI 02919

**Telephone:** 401-943-7100

**Fax:** 401-647-5041

**E-Mail:** karenh@jrvinagrocorp.com

**Contact Person** and **Title:** Lisa Leonard, Payroll Coordinator  
J.R. Vinagro Corporation  
2208 Plainfield Pike  
Johnston, RI 02919

(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):

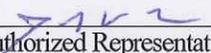
- A.  Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship 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).

Joseph R. Vinagro, President  
Printed Name and Title of Authorized Representative

March 26, 2014  
Date

  
Signature of Authorized Representative

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

J.R. VINAGRO MANUFACTURING & PROCESSING CO., INC.

AND

THE RHODE ISLAND LABORERS' DISTRICT COUNCIL  
ON BEHALF OF ITS LOCAL UNIONS 15, 271 AND 673

(COLLECTIVELY THE "UNION")

EFFECTIVE DATE MARCH <sup>22nd</sup> \_\_, 2011

This Memorandum of Agreement ("Agreement") as entered into this \_\_\_ day of March, 2011, between J.R. Vinagro Manufacturing & Processing Co., Inc. ("J.R. Vinagro") and the Rhode Island Laborers' District Council on behalf of its Local Unions 15, 271 and 673 (collectively the "Union").

WHEREAS, J.R. Vinagro and the Union recognize the importance of harmonic working relations between the parties; and

WHEREAS, J.R. Vinagro recognizes that the Union seeks to assist in the creation of fair working conditions, wages and benefits for its members along with a fair and equitable mechanism for adjusting and settling disputes and grievance; and

WHEREAS, the Union has committed to continue to organize non-union construction managers and contractors throughout the State of Rhode Island.

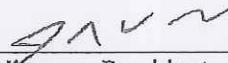
It is agreed and resolved:

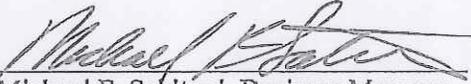
1. That J.R. Vinagro and the Union by signing this Memorandum of Agreement agree to abide by and be bound to the terms and conditions of the attached Building and Site and Heavy, Highway and Tunnel Collective Bargaining Agreements entered into by the Union with contractor and construction associations throughout the territorial jurisdiction listed in the agreement for Rhode Island specifically the:
  - a. Rhode Island Statewide Building and Site Construction Agreement between Rhode Island Chapter Associated General Contractors of America, Inc. Labor Relations Division and the Rhode Island Laborers' District Council of the Laborers' International Union of North America AFL-CIO acting on behalf of Local Union 15, Westerly, Rhode Island; Local Union 271, Providence, Rhode Island and Local Union 673, Newport, Rhode Island; and

- b. Construction Industries of Rhode Island and the Rhode Island Laborers' District Council of the Laborers' International Union of North America AFL-CIO acting on behalf of Construction and General Laborers' Local 271, Providence, Rhode Island.
- 2. By signing this Memorandum of Agreement, J.R. Vinagro attests that it has read and is familiar with the attached collective bargaining agreements, that it agrees to be bound by all the terms and conditions contained therein, and further that it has all necessary corporate authority to be bound hereto.
- 3. It is expressly understood that this Agreement applies to J.R. Vinagro Manufacturing & Processing Co., Inc. and J.R. Vinagro Manufacturing & Processing Co., Inc. only and does not apply to any affiliate or related non-construction company of the J.R. Vinagro organization and/or family.
- 4. J.R. Vinagro agrees that there will be no lockouts for any reason during the term of this Memorandum of Agreement and the Union agrees that there will be no strikes, slow downs, sit downs or any other refusal to work during the term of this Memorandum, except for the failure of the Employer to pay the wages and fringes provided in the Agreement in Sections 1(a) and (b).
- 5. It is understood that J.R. Vinagro and the Union have made this Agreement in the interest of both parties and that the Union will use its best efforts to promote J.R. Vinagro over any company that is non-signatory to the Laborers' Agreement in Rhode Island.
- 6. Upon execution of this Memorandum of Agreement, J.R. Vinagro will be oriented with the Rhode Island Laborers' Building Unified Trust Fund.
- 7. In the event of any conflict between this Memorandum of Agreement and the aforesaid Collective Bargaining Agreements referenced in Sections 1(a) or (b) above, this Memorandum of Agreement shall govern.

J.R. VINAGRO MANUFACTURING &  
PROCESSING CO., INC.

RHODE ISLAND LABORERS' DISTRICT  
COUNCIL

By:   
Joseph R. Vinagro, President

By:   
Michael F. Sabitoni, Business Manager

Address: \_\_\_\_\_

Tel: 401-943-7100  
Fax: 401-946-7666

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herein, for the purpose of the remedy the Union may pursue, is covered in Article XX herein.

The New England Laborers' Training Trust Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

#### ARTICLE XVIA

##### RHODE ISLAND LABORERS' APPRENTICESHIP PROGRAM

Section 1. New applicants for membership who cannot provide reasonable proof of 4,000 or more hours of employment as a Construction Craft Laborer (or, alternatively, cannot demonstrate equivalent skills through a contractor or through an examination administered by the Joint Apprenticeship and Training Committee (JATC) shall, whenever possible, enter the Apprenticeship program. Any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Worker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

Section 2. The Apprenticeship and Training Standards approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training and the Rhode Island State Apprenticeship Council are hereby incorporated by reference as a part of this Agreement.

Section 3.        The Apprentice wage rates:

<u>Hours of Credit</u>	<u>Wage Rate</u>
0 - 999	60% of Journey Worker
1,000 - 1,999	70% of Journey Worker
2,000 - 2,999	80% of Journey Worker
3,000 - 3,999	90% of Journey Worker
over - 4,000	Journey Worker

Section 4. The Employer may pay a higher rate at its option. The Employer agrees to notify the JATC if this option is exercised.

Section 5. The Employer shall pay an Apprentice the full fringe benefit package

as described in this contract.

Section 6. The Employer shall participate in the Apprenticeship Program by accepting apprentices for employment upon referral by the Union. It is the intent of the parties that this provision will not result in the displacement of Journey Workers. Nothing contained in this section is intended to contradict the language found in Section 1 above.

Section 7. The Employer may not employ an Apprentice until at least one Journey Worker is employed and thereafter may not employ more than one (1) Apprentice for every additional five (5) Journey Workers.

Section 8. An Apprentice should, whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills.

Section 9. An Apprentice shall not work on the jobsite unless supervised by a Journey Worker, unless the Employer deems it unfeasible.

Section 10. An Apprentice shall not be penalized for taking off from work to attend offsite training (though time off for training is unpaid).

#### ARTICLE XVI B

#### NEW ENGLAND LABORERS' LABOR-MANAGEMENT COOPERATION TRUST FUND

Section 1. Each employer agrees to pay Fifteen (15¢) Cents per hour worked by each employee covered by the terms of this Agreement to a fund known as the "New England Laborers' Labor-Management Cooperation/Trust Fund.

Any future increase of contributions to the New England Laborers' Labor-Management Cooperation Trust Fund shall be made in accordance with Article X of this Agreement.

Section 2. Said Sums will be paid into said Fund not later than the twentieth day of each and every month for hours worked by said employee up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their authorized representatives and have affixed hereto the seals of their respective organization the day and year first written above.

**FOR THE COMPANY:**

Construction Industries of Rhode Island

Signature of Officer

Date

*[Signature]*  
JOSEPH R. VENAIRO

10/10/13

Print Name

**INDEPENDENT CONTRACTORS:**

Signature of Officer

Date

*[Signature]*  
JOSEPH R. VENAIRO

10/10/13

Print Name

J.R. VENAIRO PROCESSING & MANUFACT.

Company Name

2208 PLAINFIELD PIKE

Street

JOHNSTON RI 02919

City

State

Zip

401

943-7100

Area Code

Phone Number

**FOR THE UNION:**

International Union of Operating Engineers, Local 57

By: James J. White

Business Manager & President

**MEMORANDUM OF AGREEMENT**

The parties recognize the threat of unfair competition in certain areas and types of work, from contractors who do not conform to the standards provided in the collective bargaining agreement. Therefore, the Employer may request a pre-bid conference for the purpose of analyzing any difficulties, including wages, which he may have in bidding said job. It is expressly understood that no modification or deviation may be made from the existing collective bargaining agreement except by mutual agreement of the parties. It is further understood that no matter arising hereunder shall be subject to arbitration. It is the intent of the parties that this procedure will be utilized in unusual circumstances and that the Employer will not invoke this procedure except in such circumstances. This agreement can be terminated at any time by either party. Modifications can be made to this agreement with the consent of both parties.

#### **SECTION 4. Apprenticeship and Training Fund**

It is hereby agreed that the Employer shall pay to the Trustees of the Local 57 Apprenticeship and Skill Improvement Fund Sixty Five Cents (\$.65) per hour for the total gross hourly wages paid to each employee weekly by said Employer. Such monies shall be paid to the Trustees no later than the twentieth (20<sup>th</sup>) of the month following the month for which the contribution is being made; however, in the case of operations of less than a month's duration, payments shall be due weekly.

#### **SECTION 5. Legal Services Fund**

- (a) The parties to this Agreement agree to form a jointly trusted fund entitled Operation Engineers Local 57 Legal Services Fund pursuant to Section 302 of the National Labor Relations Act, as amended, to provide employees and their dependents with assistance in defraying the cost of legal counsel. Such Fund shall be established to collect and disburse monies for payment of benefits to the employees covered by this Agreement. Such payments are to be made in accordance with the terms of the Trust Agreement hereinafter established.
- (b) It is hereby agreed that the Employer shall pay to the Trustees of the Local 57 Legal Service Fund for the benefit of the members of said Fund, Twenty Cents (\$.20) per hour for the total gross hourly wages paid to each employee weekly by said Employer. Such monies shall be paid to the Trustees no later than the twentieth (20<sup>th</sup>) of the month following the month for which the contribution is being made; however, in the case of operations of less than a month's duration, payments shall be due weekly.
- (c) It is understood by the parties to this Agreement that the Legal Services Trust and Plan to be established shall conform to the requirements of Section 302 (c) of the Labor Management Relations Act, as amended and shall not be effective until the Internal Revenue Service gives a ruling in writing that the employers will be able to deduct said contributions as an ordinary and necessary business expense.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

## Department of Labor and Training

Center General Complex

1511 Pontiac Avenue

Cranston, RI 02920

Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

### STATE CONTRACT ADDENDUM

#### RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

#### PREVAILING WAGE REQUIREMENTS

(37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL §37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at [www.dlt.ri.gov/pw/Posters.htm](http://www.dlt.ri.gov/pw/Posters.htm) or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

## Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920

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

Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at [www.dlt.ri.gov/pw.forms/htm](http://www.dlt.ri.gov/pw.forms/htm), as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journeyperson ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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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](http://www.dlt.ri.gov/pw).

**CERTIFICATION**

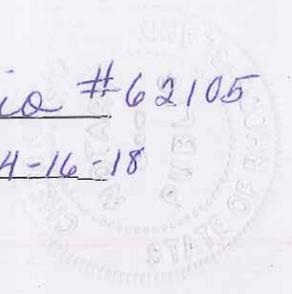
I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: JAVZ, Joseph R. Vinagro

Title: President

Subscribed and sworn before me this 26th day of March, 2014.

Cheri Riccio #62105  
Notary Public  
My commission expires: 4-16-18





STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex

1511 Pontiac Avenue

Cranston, RI 02920

Telephone: (401)462-8000

APPENDIX A

**TITLE 37**

**Public Property and Works**

**CHAPTER 37-13**

**Labor and Payment of Debts by Contractors**

SECTION

37-13-5

§37-13-5 Payment for trucking or materials furnished -Withholding of sums due. -A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

APPENDIX B

**TITLE 37**  
**Public Property and Works**  
**CHAPTER 37-13**  
**Labor and Payment of Debts by Contractors**  
**SECTION 37-13-7**

**§37-13-7 Specification in contract of amount and frequency of payment of wages.**

-(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2) The amount of:

(b) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(A) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.



State of Rhode  
Island Division of  
Purchases

Public Works  
Bid Preparation Checklist

Date: 2/24/2014

Bid#: 7548500

Title: LADD CENTER PHASE II HAZARDOUS MATERIALS MITIGATION, DEMOLITION AND SITE RESTORATION

This checklist is provided to assist the bidder in preparing a bid proposal for submission. It is not a substitute for a thorough review of the Instruction to Bidders in the Project Manual nor a comprehensive list of all bid requirements. Each bidder is responsible to review the Instructions to Bidders and to comply with all requirements of the Solicitation.

Bid Proposal Package:

IxI RIVIP Bidder Certification Cover Form (completed and signed)

IxI **Bid Form, attached below as Exhibit A:**

- All applicable blank spaces on the Bid Form have been completed, pages 00300-01 through 00300-10 inclusive
- All Addenda have been acknowledged
- Bid amount printed legibly in ink in both words and figures that match when applicable
- Erasures or corrections have been initialed by person signing the bid proposal
- Bid Form is signed in ink

Ixl Bid Surety

- Bid bond or certified check (for DOT projects, bid bond only)
- Bid surety is five percent of the bid total (or such other specified amount)
- Bid Bond is signed by the bidder and surety
- Power of Attorney is attached to the Bid Bond showing the name of person who signed the surety bond

Ixl Public Copy of bid proposal in pdf format on a read-only CD-R media disk (R.I. Gen. Laws§ 37-2-18 (b))

Ixl General Contractor Apprenticeship Certification Form "2013-14" (for projects greater than \$1,000,000) (R.I. Gen. Laws§ 37-13-3.1). *Note: General Contractor Apprenticeship Re-Certification and Certification "2013-15" and Subcontractor Apprenticeship Certification Form "2013-16" are not required at time of bid.*

Ixl Applicable professional licenses (as specified in the bid)

Ixl Rhode Island Contractor Registration Board No.

Ixl All bid proposal documents in a sealed envelope with the specific bid #, bid title, and the opening date and time (as provided in the bid) marked in the upper left hand corner of the envelope.

Ixl Each bid proposal submitted in a separate sealed envelope.

Ixl Completed Form W-9

I I Other —

**Bid Delivery:**

Bid proposals misdirected to other State locations or otherwise not in the State of Rhode Island, Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855 at the time of opening (as reflected on the time clock in the Division of Purchases) for whatever reason will be deemed to be late and will not be considered. Postmarks will not be considered proof of timely submission.

**Buyer Name:** George Welly

**Contact Information:** George Welly, Department of Administration Division of Purchasing One Capitol Hill Providence, RI. 02908 Phone - 401-574-8156 email [george.welly@purchasing.ri.gov](mailto:george.welly@purchasing.ri.gov)



# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*Name, legal status and address*

**J.R. VINAGRO CORPORATION**  
2208 Plainfield Pike  
Johnston, RI 02919

**SURETY:**

*(Name, legal status and principal place of business)*

**WESTCHESTER FIRE INSURANCE COMPANY**  
436 Walnut Street  
Philadelphia, PA 19106

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

**RHODE ISLAND DEPARTMENT OF ADMINISTRATION**  
ONE CAPITOL HILL  
Providence, RI 02908

**BOND AMOUNT: FIVE PERCENT OF ATTACHED BID (5%)**

**BOND NUMBER: JRVINAGRO282**

**PROJECT: LADD CENTER PHASE II, HAZARDOUS MATERIALS MITIGATION, DEMOLITION & SITE RESTORATION OF THE SEWAGE TREATMENT PLANT, POWER PLANT & FIRE STATION BUILDING, FOGARTY BUILDING, REHABILITATION BUILDING & NEWPORT HOUSE, JOSEPH P. LADD CENTER, EXETER, RI. BID/RFP NO. 7548500**

*(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of March, 2014.

Karen Helton  
(Witness)

Tina Ebman  
(Witness)

**J.R. VINAGRO CORPORATION**  
(Principal)

(Seal)

(Title) Joseph R. Vinagro, President  
**WESTCHESTER FIRE INSURANCE COMPANY**  
(Surety)

(Seal)

(Title) Nancy Castonguay, ATTORNEY-IN-FACT

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured**

Init.

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Heidi Rodzen, Joline L. Binette, Melanie A. Bonnevie, Nancy Castonguay, Robert Shaw, Jr., all of the City of LEWISTON, Maine, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 17 day of May 2013.

WESTCHESTER FIRE INSURANCE COMPANY

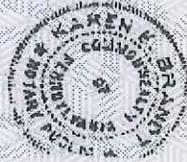


  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 17 day of May, AD. 2013 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires September 28, 2014

  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 14TH MARCH, 2014 day of



  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER May 17, 2015.

**Exhibit A**  
**SECTION 00300**

**BID FORM**

Date:

**RFP #7548500**

To:

The Department of Administration, Division of Purchases  
One Capitol Hill, Providence, RI 02908

Project:

Ladd Center Phase II  
Hazardous Materials Mitigation, Demolition, and Site Restoration of the Sewage Treatment Plant, Fire Station and Power Plant Building, Fogarty Building, Rehabilitation Building, and Newport House.

Submitted by:

Joseph P. Ladd Center, Exeter, RI  
J.R. Vinagro Corporation  
2208 Plainfield Pike  
Johnston, RI 02919  
Phone: 401-943-7100, Fax 401-647-5041  
karenh@jrvinagrocorp.com RI Contractors' Registration:32217

(Please include in the above spaces the firm's legal name, address, telephone, fax number, contact email address, and license number if applicable)

**1. BASE BID**

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents, the cost submitted herein includes all work delineated in the Project Manual and Drawings prepared by The Louis Berger Group, Inc and appended to the solicitation #7548500. Additionally the cost provided here-in is inclusive of all Allowances that have been identified in the Contract Documents, as such they have been calculated as part of the total costs submitted as part of the Base Bid Value. Furthermore, the Base Bid includes all work delineated in the addenda issued throughout the bidding process and takes into consideration the time line as presented for the project included as part of this Bid.

The cost to provide the Owner for the Project in full compliance with the Project Documents can be completed for the Sum of (This Cost includes the values of the Allowances delineated in the Bid Form) and, we, the undersigned, hereby offer to enter into a Contract to perform the Work as prescribed for Base Bid for the sum of:

\$		1	,		3	9	3	,		7	6	0	.		0	0
----	--	---	---	--	---	---	---	---	--	---	---	---	---	--	---	---

Numeric

One Million, Three Hundred Ninety-Three Thousand, Seven Hundred Sixty Dollars and No Cents. Written

00300-1

**WE HAVE INCLUDED THE REQUIRED BID SURETY AS REQUIRED BY THE INVITATION TO BID AS PART OF THE ABOVE COST.**

## **2. ALLOWANCES**

Allowances for the Project to be included in Base Bid are as follows. The following amount (Collective Sum Total) in Bid, for inclusion. in the Base Bid:

- 2.1 Hazardous Materials - \$100,000.  
**(This allowance shall not include the abatement, removal, and/or disposal of the identified PCB bulk product waste materials specifically identified on the Contract Drawings and Appendix A of the Contract Specifications)**
  
- 2.2 Underground Utilities - \$100,000.  
**(This allowance shall not include the abatement, removal, and/or disposal of the utilities specifically identified on the Contract Drawings and Appendix A of the Contract Specifications)**

**I (the bidder) have carried as part of the Base Bid the total applicable value of the combined totals of Allowances as presented above.**

## **3. ADDENDA**

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated 2/21/2014                      Addendum No. 2, dated 3/11/2014  
Addendum No. 3, dated \_\_\_\_\_                      Addendum No. 4, dated \_\_\_\_\_

## **4. ALTERNATES**

BIDDER agrees to be bound by the following alternate prices.

The Bidder shall take notice that the Alternates are listed in the order in which the Owner intends on awarding them based on available funds and as follows...

Add Alternates will be considered in the order in which they are presented except where available project funds require choices out of the order in which they are presented. The Owner will then award the next alternate on the list that the project budget supports or otherwise award a combination of alternates that follows the order within the project budget.

In the event the Owner is required to reduce funds, the Deductive Alternates will be considered in the order presented, except where funds allow for the skipping of a deductive alternate and proceeding to the next.

Additionally, the Owner reserves the right to award a combination of both Additive and Deductive Alternates as may be determined to be in the best interests of the Owner.

## 5. UNIT PRICES

Provide Unit Pricing for the following items which shall be used for additive and deductive change orders as may be required. The General Contractor shall submit Unit Costs as requested and each cost submitted shall be considered to be all inclusive and includes overhead, profit, travel, mobilization, incidental and appurtenant cost for the complete legal removal and/or installation of all items identified. Costs submitted shall be inclusive of compliance with all regulatory requirements, legal disposal, labor, materials, testing, bonding and administrative costs to provide labor, materials and services as prescribed in the Contract Documents. When these costs (Unit Costs) are used for deductive change orders, the cost will be totaled and Two (2) percent will be subtracted from the final total which shall be considered administrative costs for the General Contractor for preparing the deductive Change Order. Provide these Unit Costs in Numerical form only. Prior to a final bid award, confirmation of the Unit Costs will be made between the Owner and General Contractor. Unit costs will be reviewed as part of the overall review of the Bidders proposal for fairness and competitiveness.

The General Contractor shall note that the presence of a requested Unit Cost does not imply that General Contractor does not own these services in the Base Bid as prescribed in the Contract Documents and are being provided in the event the services are required due to circumstances mutually agreed to as being work in excess of that prescribed in the Contract Documents.

DESCRIPTION OF SERVICES	CONTRACTOR'S UNIT COST
1. Provide Local Police Details that the Owner may direct outside of the Contractor's Responsibility to Provide Police Details for the Protection of the Public.	
Daily Rate (Eight Hours)	\$ , 4 2 5 . 0 0
One Half Day Rate (Four Hours)	\$ , 2 5 0 . 0 0
2. Provide State Police Details that the Owner may direct outside of the Contractor's Responsibility to Provide Police Details for the Protection of the Public.	
Daily Rate (Eight Hours)	\$ , 4 5 0 . 0 0
One Half Day Rate (Four Hours)	\$ , 2 7 5 . 0 0
3. Thirty (30) Yard Roll Off Dumpster for use by the Owners Own Workforce or Owners Subcontractors. This includes Drop off, and pick up of units as well as tipping fees for allowable load.	\$ , 3 4 0 . 0 0
4. Forty (40) Yard Roll Off Dumpster for use by the Owner's Own Workforce or Owner's Subcontractors. This includes	\$ , 4 2 0 . 0 0

00300-3

Drop off, and pick up of units as well as tipping fees for allowable load.									
5. Cost Per man Hour for a Laborer dedicated to assist in housekeeping operations that may be required to maintain site and building cleanliness for work performed by the Owners Work Force and/or Owner's Subcontractors. This item does not mean the Owner has to utilize a laborer from the Contractors workforce.	\$		,	7	4	.	0	0	
6. Cost to continue to provide and maintain temporary fencing beyond the initial contract period as defined in the specifications per one thousand lineal feet (1,000 lf) including cost of reconfiguration and one double gate vehicle gate (sixteen feet wide) per this unit.									
Per Week	\$		,	1	5	0	.	0	0
Per Month	\$		,	6	0	0	.	0	0

BIDDER agrees to be bound by the unit prices provided herein:

**DEMOLITION and HAZARDOUS MATERIALS UNIT COSTS**

The Contractor, Demolition Contractor and Hazardous Materials Contractors shall note that the presence of a requested Unit Costs (below) does not imply that the Project Scope of Work does not include the following cost as part of the Base Bid as prescribed in the Contract Documents and are being provided in the event the services are required due to circumstances mutually agreed to as being work in excess of that prescribed in the Contract Documents. Additionally where allowances are established for work that may be encountered, or otherwise is clearly not part of the Base Bid, the following rates shall apply for those changes.

Quantity classifications delineated below shall be determined based on the scope of work being performed and may be considered cumulative for work that is being performed in localized areas of the project, and/or project wide depending on the circumstances and/or phase of work underway. The Contractor and Owner shall review the status of work underway and mutually agree on the unit costs to be carried as the project progresses and shall adjust the unit cost accordingly based on the overall work effort being undertaken and determination that multiple mobilizations and/or unique and/or separate set up efforts were required to perform the work.

DESCRIPTION OF SERVICES	CONTRACTOR'S UNIT COST
7. Provide TCLPS in full compliance with all regulatory requires utilizing the Owner's Lab as may be requested by the Owner in addition to those required in the base bid.	
Twenty Four hour Turnaround	\$ , 5 0 0 . 0 0
Forty Eight hour Turnaround	\$ , 2 7 5 . 0 0

8. Expeditious Removal and Disposal of Underground Tanks including all appurtenant work such as disconnect from piping, pump out tank, purging, excavation, backfill, compaction, rigging, transportation, disposal, working with regulatory authorities and design team and etc. as required to remove the structure from the work site.	
Underground Tank less than 1000 Gallons Per Each	\$ , 8 5 0 . 0 0
Underground Tank 1001 to 5000 Gallons Per Each	\$ 1 , 2 0 0 . 0 0
Underground Tank 5001 to 10000 Gallons Per Each	\$ 2 , 0 0 0 . 0 0
Underground Tank 10,001 and greater Gallons Per Each	\$ 2 , 4 0 0 . 0 0
9. All services required for the collection, storage and legal disposal of fuel, oil, solvents and other liquid materials classified as hazardous.	
Per Gallon, Total 1 to 10 Gallons	\$ , 1 2 . 0 0
Per Gallon, Total 10 to 50 Gallons	\$ , 1 2 . 0 0
Per Gallon, Total 50 Gallons and greater	\$ , 1 4 . 0 0
10. All services required to excavate, temporarily store and protect, remove and dispose of in a legal manner contaminated soils as may be encountered, not identified in the base bid. Unit cost per cubic yard, one to ten cubic yards.	
Per Cubic Yard, Total 1 to 10 Cubic Yards	\$ , 2 4 5 . 0 0
Per Cubic Yard, Total 10 Cubic Yards and greater	\$ , 2 4 5 . 0 0
11. All services required to remove, and legally dispose of electrical transformers with suspect hazardous materials (unit cost per each)	
Per Each	\$ 7 , 5 0 0 . 0 0
12. All services required to remove and legally dispose asbestos pipe insulation (less than or equal to 6 inch pipe diameter)	
Per Linear Foot	\$ , 1 2 . 0 0
13. All services required to remove and legally dispose asbestos pipe insulation (greater than 6 inch pipe diameter)	

Per Linear Foot	\$		,	1	4	.	0	0
14. All services required to remove and legally dispose miscellaneous asbestos containing materials, (i.e. brake shoes, ductwork insulation, doors and etc. shall be cost per square foot of surface area.)								
Per Square Foot	\$		,	1	5	.	0	0
15. All services required to remove and legally dispose asbestos containing floor materials (floor tiles, subfloor, etc)								
Per Square Foot	\$		,		3	.	5	0
16. All services required to remove and legally dispose self luminous exit signs (containing tritium gas or equal).								
Per Each	\$		,	2	5	.	0	0
17. All services required to remove and legally dispose asbestos containing ceiling and wall materials (mastic, skimcoat, plaster, etc)								
Per Square Foot	\$		,		4	.	5	0
18. All services required to remove and legally dispose Caulking Materials Containing Asbestos.								
Per Linear Foot	\$		,		8	.	0	0
19. All services required to remove and legally dispose underground asbestos pipe insulation, including pipe removal, excavation, soil disposal, backfill, and restoration.								
Per Linear Foot (less than/equal to 6 inch outer diameter)	\$		,	3	5	.	0	0
Per Linear Foot (greater than 6 inch outer diameter)	\$		,	4	2	.	0	0
20. All services required to remove and legally dispose underground transite pipe, including excavation, soil disposal, backfill, and restoration.								
Per Linear Foot (less than/equal to 6 inch outer diameter)	\$		,	3	2	.	0	0

Per Linear Foot (greater than 6 inch outer diameter)	\$		,	3	7	.	0	0
21. All services required to abate, demolish, remove, and dispose an underground concrete 4 foot by 3 foot utility tunnel with two 6 inch diameter cast iron pipes wrapped in asbestos containing insulation, including pipe removal, removal and disposal of deteriorated asbestos insulation debris, soil disposal, excavation, backfill, and restoration.								
Per Linear Foot (less than or equal to 100 linear feet)	\$		,	4	2	.	0	0
Per Linear Foot (greater than 100 linear feet)	\$		,	4	0	.	0	0
22. All services required to remove and dispose inactive underground utilities, including excavation, backfill, and seeding. (utilities include water, sewer, drain)								
Per Linear Foot (clay)	\$		,	2	5	.	0	0
Per Linear Foot (concrete)	\$		,	2	5	.	0	0
Per Linear Foot (cast iron/ductile iron)	\$		,	2	0	.	0	0
Per Linear Foot (PVC/HDPE)	\$		,	2	5	.	0	0

BIDDER agrees to be bound by the unit prices provided herein:

**BEDROCK and BOULDER REMOVAL UNIT COSTS**

The Contractor and Subcontractors shall note that the unit costs presented below are for materials that may be encountered during the project for work not part of the original Base Bid Price that affects the work issued by changes in scope of work, or otherwise clearly not part of the original scope of work. These materials include bedrock removal and disposal, boulder removal/disposal and the removal and disposal of other debris such as tree stumps.

Quantity classifications delineated below shall be determined based on the scope of work being performed and may be considered cumulative for work that is being performed in localized areas of the project, and/or project wide depending on the circumstances and/or phase of work underway. The Contractor and Owner shall review the status of work underway and mutually agree on the unit costs to be carried as the project progresses and shall adjust the unit cost accordingly based on the overall work effort being undertaken and determination that multiple mobilizations and/or unique and/or separate set up efforts were required to perform the work.

DESCRIPTION OF SERVICE	CONTRACTORS UNIT COST								
23. Ledge/Rock Removal and Disposal with Hammer									
Per Cubic Yard (0- 1500 CY)	\$		,	1	7	5	.	0	0

00300-7



## 6. CONTRACT TIME

If this Bid is accepted, we will achieve Substantial Completion of the Project by the dates outlined in the following table for as applicable while working within the Key Dates and Milestone periods delineated below.

If this Bid is accepted, we will achieve Final Completion of the Project by the date of October 15, 2014 while working within the Key Dates and Milestone periods delineated below.

Start of Construction.....March 1, 2014

Date of Substantial Completion..... September 15, 2014

**(Substantial Completion represents the date that the contractor commences Punch List completion, Systems Shake Out, Connections of Owner Provided Equipment and Systems as they are installed and the Owner commences Owner Mobilization and Fit Out.)**

Date of Final Completion and Certificate of Occupancy .....October 15, 2014

**(Full and Beneficial Use Date with Certificate of Occupancies which allow for Public Access)**

This is the date the Owner will officially open the building(s) for full operations and public access which shall be the date of Full and Beneficial Use. Issuance of Final Completion of the Building(s) will be considered at this time provided all punch lists are reasonably complete and there is no outstanding work to be completed.

## 7. DRAWING AND CONTRACT EXHIBITS

Project Drawing and Technical Specifications have a Table of Contents that serve as the list of Drawings and Project Documents

## 8. LIQUIDATED DAMAGES

The Bidder (Contractor) acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the building(s) as defined in the master schedule and Section entitled "Contract Time" in this Bid Form. It is the Owner's intent to occupy the building(s) as delineated in the project schedule and achieve final completion including the installation of all systems, furniture, equipment, testing of systems, and to provide training on all building systems while the Contractor finalizes their obligation.

Therefore, the Owner and the Contractor agree as set forth in the following paragraph.

If the Contractor fails to achieve milestones allowing the Owner to effectively and properly mobilize, setup, install and test systems such as but not limited to furniture, equipment, communications, computer networks and other systems as required to operate a public safety complex, in the periods delineated under Contract Time the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the actual costs for such delay, as follows...

The Owner reserves the right to "Actual Damages" which for the purposes of this section shall be defined as all associated costs to delay and/or store systems, furniture and equipment including the costs of any and all labor and potential difference in cost between original owner proposals and potential costs differences due to premiums associated with these costs and ARE limited to remobilization to complete the work timely as it is related and associated with such delay, including remobilization costs, design team fees, project management fees, shift premiums and other costs associated with such delays for those items outlined here-in. These damages shall be based on the actual documented costs for those items defined above and the Owner Acknowledges that it will not impose costs for rental of temporary facilities to conduct Fire Academy business, additional transportation costs associated with staff and premiums associated with staff not associated with setting up the building(s).

The Owner may deduct liquidated damages described in the aforesaid from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner upon the demand of the Owner, from the Contractor and/or its surety."

Liquidated damages shall be assessed at a rate of \$1,000.00 per day. The maximum liquidated damages payable shall be \$75,000.00.

## 9. BID FORM SIGNATURE(S)

The Bid Sum submitted for the Base Bid includes the totals for Allowances. Bid Alternates and Unit Costs are provided as the Bid Form requires.

J.R. Vinagro Corporation  
(Bidder's name)

By: JRV, Joseph R. Vinagro

Title: President

Corporate Seal:

**THE CONTRACTOR SHALL PROVIDE AN AFFIDAVIT THAT THE PERSON WHO HAS AFFIXED HIS OR HER SIGNATURE TO THIS BID FORM IS ACTIVELY AND LEGALLY AUTHORIZED TO BIND THE FIRM CONTRACTUALLY.**

**THIS FORM MUST BE SUBMITTED WITH AND AFFIXED TO THE BID FORM.**

END OF BID FORM

00300-10





March 26, 2014

Department of Administration  
Division of Purchases  
One Capitol Hill  
Providence, RI 02908

**Re: Ladd Center Phase II – Hazardous Materials Mitigation, Demo & Site Restoration  
RFQ# 7548500**

To Whom It May Concern:

In order to better differentiate itself and avoid confusion with myriad other companies, including other hauling companies that include "Patriot" in their names, Patriot Hauling Co., Inc. has formally changed its name and is doing business as J.R. Vinagro Corporation. Please note that nothing material has changed. The officers, bonding capacity, insurance, personnel, etc., all remain the same. Only the name has been changed. Please feel free to contact me with any questions or concerns you may have regarding this matter.

Sincerely,

**J.R. VINAGRO CORPORATION**

A handwritten signature in blue ink that reads "Donna Caisse" followed by a stylized initial "D".

Donna Caisse, Esq.  
In-House Counsel

**Cc: P1402-0049**



**State of Rhode Island and Providence Plantations  
Office of the Secretary of State**

Division Of Business Services  
148 W. River Street  
Providence RI 02904-2615  
(401) 222-3040



Help with this form

**J.R. Vinagro Corporation Summary Screen**

Request a Certificate

**The exact name of the Domestic Profit Corporation:** J.R. Vinagro Corporation

**The name was changed from:** PATRIOT HAULING CO., INC. on 2/18/2009

**The name was changed from:** PATRIOT WASTE DISPOSAL CO., INC. on 2/18/1998

**The fictitious name of** Green Solutions **was filed on** 1/28/2013 12:21:00 PM

**The fictitious name of** Patriot Hauling Co., Inc. **was filed on** 2/18/2009 9:09:00 AM

**The fictitious name of** LIBERTY DEMOLITION & RECYCLING **was filed on** 12/28/2007 11:00:00 AM

**Entity Type:** Domestic Profit Corporation

**Identification Number:** 000099168

**Date of Incorporation in Rhode Island:** 02/13/1998

**The location of its principal office:**

No. and Street: 116 SHUN PIKE

City or Town: JOHNSTON State: RI Zip: 02919 Country: USA

**The mailing address or specified office:**

No. and Street:

City or Town: State: Zip: Country:

**Agent Resigned:** N

**Address Maintained:** Y

**Name and address of the Registered Agent:**

No. and Street: 130 TOWER HILL ROAD

City or Town: NORTH KINGSTOWN State: RI Zip: 02852-

Name: FRED J. VOLPE, ESQ.

**The officers and all of the directors of the corporation:**

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
PRESIDENT	JOSEPH R VINAGRO	

787 SNAKE HILL ROAD  
GLOCESTER, RI 02814- USA

**The total number of shares and par value, if any, of each class of stock which the business entity is authorized to issue:**

Class of Stock	Series of Stock	Par Value Per Share	Total Authorized Shares <i>Num of Shares</i>	Total Issued and Outstanding <i>Num of Shares</i>
CNP		\$0.0000	1,000.00	100.00

**Purpose**

DISPOSAL OF CONSTRUCTION AND RELATED MATERIALS AND PROCESSING

TITLE: 7-1.1-51

**Select a type of filing from below to view this business entity filings:**

- ALL FILINGS
- Annual Report ^
- Annual Report - Amended v
- Annual Report - Reinstatement
- Articles of Amendment

[Click Here](#) to access 2006 and 2007 annual reports filed and imaged prior to July 25, 2007. Identification Number is Required

[View Filings](#)

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STATE OF RHODE ISLAND  
CONTRACTORS REGISTRATION  
AND LICENSING BOARD

REGISTRATION NO.

EXP. DATE

REGISTRANT'S NAME

32211

AUTHORIZED REPRESENTATIVE

DRIVER'S LICENSE #

EXECUTIVE DIRECTOR

*Ray A. Smith*



*State of Rhode Island and Providence Plantations*  
*DEPARTMENT OF HEALTH*  
*HEALTHY ENVIRONMENT TEAM – ASBESTOS PROGRAM*  
*ASBESTOS ABATEMENT CONTRACTOR LICENSE*

Pursuant to Title 23, Chapter 24.5 of the General Laws of Rhode Island (the Act) and the Rhode Island Rules and Regulations for Asbestos Control and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to act as an Asbestos Abatement Contractor. This license is subject to all applicable provisions of the Act and all applicable rules, regulations and orders of the Rhode Island Department of Health-Office of Occupational and Radiological Health now or hereafter in effect and to any conditions specified below.

Licensee: JR VINAGRO CORPORATION  
Address: 2208 PLAINFIELD PIKE  
          JOHNSTON RI 02919  
License Number: LAC-293  
Expiration Date: 01/30/2015

Asbestos Abatement Activities Authorized: Removal, encapsulation or enclosure of asbestos containing material in accordance with Part B of the Rhode Island Rules and Regulations

For a listing of site supervisors that are associated with this license please visit our website at the following web address:

<http://www.health.ri.gov/hsr/professions/license.php>

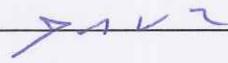
At least one Asbestos Abatement Site Supervisors must be physically present whenever any on-site work is being performed in conjunction with an approved asbestos abatement project. The photo ID issued by the Agency must be clearly displayed by an Asbestos Abatement Site Supervisor at all times while supervising an approved asbestos abatement project. Except as specifically provided otherwise in this license, the licensee shall conduct his program in accordance with statements, procedures and representations contained in the documents, including any enclosures. The Rhode Island Rules and Regulations for Asbestos Control shall govern unless the statements, representations and procedures in the licensee's application and correspondence are more restrictive than the regulations.

Rosemary Sheets  
Supervising Industrial Hygienist  
Health Professionals Regulation



**NON- COLLUSION STATEMENT**

The undersigned certifies under 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 paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

\_\_\_\_\_  
Signature 

Joseph R. Vinagro, President  
Printed Name & Title

J.R. Vinagro Corporation  
Company

3/26/14  
Date