

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

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7548502A3
Bid/RFP Title: EMERGENCY CULVERT REPAIR/REPLACEMENT FISH HILL ROAD, COVENTRY, RI, DOA -
ADDENDUM 3 (2 PGS)

Opening Date & Time: 3/24/2014 2:00 PM

RIVIP Vendor ID #: 66999

Vendor Name: New England Building & Bridge Co. Inc.

Address: 19 B Lark Industrial
Parkway
Greenville , RI 02878
USA

Telephone: 401-830-5774

Fax: 401-830-5776

E-Mail: Donat104@hotmail.com

Contact Person: Peter Donatelli

Title: President

R.I. Foreign Corp #:

NOTICE TO VENDORS

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

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

SECTION 2 – REQUIREMENTS

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

Section 2.1 - RULES FOR SUBMITTING OFFERS

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

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

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

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

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

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

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

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

2.4. PREVAILING WAGE, OSHA SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS.

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

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

SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

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

SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

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

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

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

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

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

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

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

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

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

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

Offerors must respond to every disclosure statement.

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

Indicate Yes (Y) or No (N):

- N 1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.
- N 2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.
- N 3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.
- Y 4. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y 5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 12. I/we certify that the above vendor information is correct and complete.

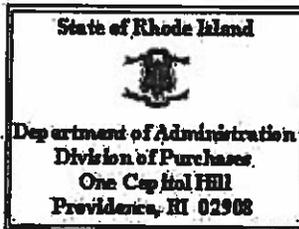
IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-3 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #4-12 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

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


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

Date 3/24/14

Peter Danatelli President New England Building & Brick Co.
Name and Title of company official signing offer Print
IN



SOLICITATION TITLE: Emergency Culvert Repair/Replacement Fish Hill Road, Coventry, RI, DOA, Public Copy

SOLICITATION NUMBER: 7548502

SOLICITATION SUBMISSION DEADLINE: March 24, 2014 at 2:00 PM

PREBID CONFERENCE

YES – NONMANDATORY

YES – MANDATORY → Bidder must attend the mandatory prebid conference. The bidder's representative must register with the Division of Purchases at the mandatory prebid conference and identify the bidder he or she represents.

Location: Meet and Park at 301 Fish Hill Road, Coventry, RI

Date: Tuesday, March 11, 2014

Time: 2:00 PM

QUESTIONS concerning this solicitation must be received by the Division of Purchases (at construction@purchasing.ri.gov) no later than 5:00 PM, March 14, 2014. Questions should be submitted in a *Microsoft Word attachment*. Please reference the solicitation number (7548502) on all correspondence. Questions received, if any, will be posted on the Rhode Island Division of Purchases website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID BOND REQUIRED: YES
 NO

PAYMENT AND PERFORMANCE BOND REQUIRED: YES
 NO

SPECIFICATION AND PLAN FILES: YES: See Electronic Solicitation Bidding Information
 NO

RIVIP REGISTRATION: Bidders must be registered vendors through the online Division of Purchases Rhode Island Vendor Information Program at www.purchasing.ri.gov. To register or update information, click on "Vendor Center," then "Vendor Information" from the dropdown menu on the left.

BIDDER CERTIFICATION COVER FORM: Bidders must download (obtainable at www.purchasing.ri.gov), complete, and submit a Bidder Certification Cover Form with each bid proposal.

Buyer Name: John F. O'Hara II, **Title:** Chief Buyer



State of Rhode Island Department of Administration
Division of Purchases

REVISED
November 20, 2013

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.

The public copy must be submitted in .pdf (portable document file) format on a *read-only* CD-R media disc. The disc must include *all of the documents* submitted in response to the solicitation concatenated or merged into one file. The file must be named in the following manner:

BidNumber_DateofBid_VendorName_VendorID.pdf

The Bidder Certification Cover Form contains all of the information for the file name. The date of bid must appear as mm-dd-yyyy. The vendor name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

Example: 7543210_11-08-2013_OceanStateCompanyInc_9867.pdf

The public copy disc must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information (all available from the Bidder Certification Cover Form): (1) title of solicitation; (2) name of bidder and RIVIP vendor ID number; (3) bid number; and (4) date of bid.

The public copy may redact any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.*

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 accessible at www.purchasing.ri.gov



Request for Quote

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

CREATION DATE: 20-FEB-14
BID NUMBER: 7548502
TITLE: Emergency Culvert Repair/Replacement Fish Hill Road, Coventry, RI, DOA
BID CLOSING DATE AND TIME: 24-MAR-2014 02:00:00

BUYER: Ohara 2nd, John F
PHONE #: 401-574-8125

B I L L T O	DOA CONTROLLER ONE CAPITOL HILL, 4TH FLOOR SMITH ST PROVIDENCE, RI 02908 US
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S H I P T O	DOA-PLANNING ONE CAPITOL HILL - 3RD FLOOR PROVIDENCE, RI 02908 US
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Requisition Number: 1347087

Line	Description	Quantity	Unit	Unit Price	Total
1	Total Cost for the Emergency Culvert Repairs/Replacement , Fish Hill Road, Coventry, RI	1.00	Each	LS 93,000.00	

NINETY THREE THOUSAND DOLLARS

[Signature]
New England Building
& Bridge Co. Inc.

Delivery: _____

Terms of Payment: _____

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

**BIG RIVER MANAGEMENT AREA -EMERGENCY CULVERT
REPAIR/REPLACEMENT**

INTRODUCTION: THE STATE WATER RESOURCES BOARD (WRB) IS RESPONSIBLE FOR OVERSIGHT OF THE BIG RIVER MANAGEMENT AREA LOCATED IN WEST GREENWICH AND COVENTRY. THE BOARD HAS INSPECTED A PIPE CULVERT ON FISH HILL ROAD IN COVENTRY AND DETERMINED THAT AN EMERGENCY REPAIR/REPLACEMENT IS REQUIRED. THE WATER RESOURCES BOARD IS SEEKING TO SECURE A GENERAL CONTRACTOR TO COMPLETE REQUIRED WORK.

IT IS THE WATER RESOURCES BOARD'S INTENT TO REPLACE THE CULVERT IN IT'S ENTIRETY WITH A PRE-CAST BOX CULVERT THAT IS HYDRAULICALLY EQUIVALENT TO THE PRESENTLY EXSITING PIPE CULVERT IN COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL RULES AND REGULATIONS. LUMP SUM BIDS TO ACCOMPLISH TO COMPLETE THE WORK ARE REQUIRED TO BE PROVIDED.

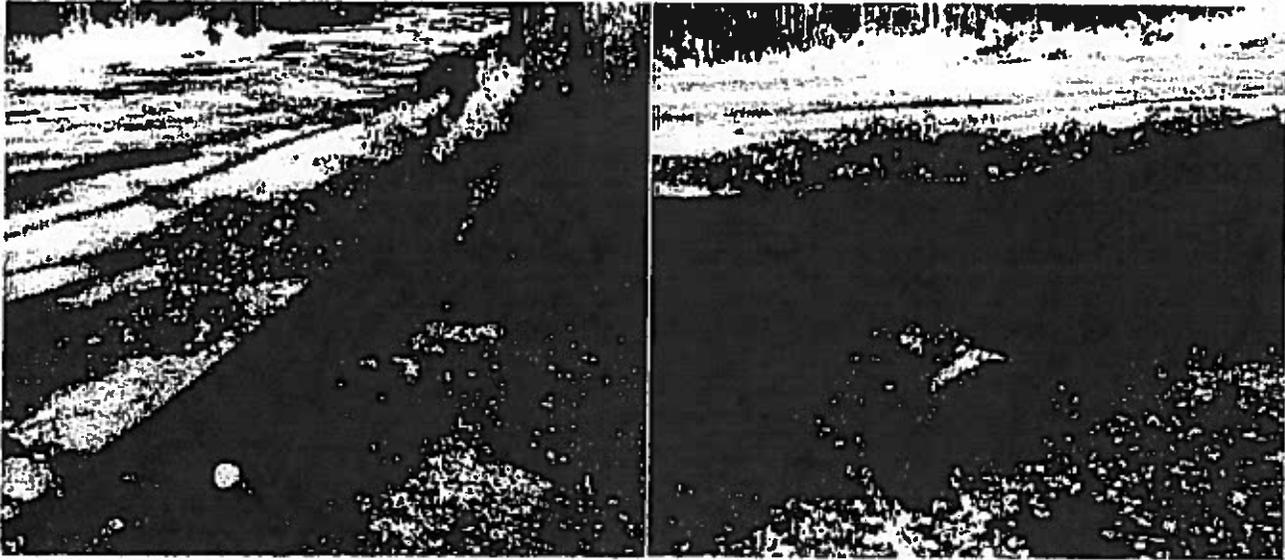
SCOPE OF WORK:

**CULVERT REPAIR/REPLACEMENT:
PROVIDE ALL LABOR, MATERIALS & EQUIPMENT FOR EMERGENCY REPAIR/REPLACEMENT OF PRESENTLY EXISTING TWIN 24 INCH PIPE CULVERT ACCORDING TO ALL RIDEM, RIDOT BLUEBOOK AND MUTCD STANDARDS. PREPARATION OF AN AS BUILT PLAN DOCUMENTING COMPLETION OF WORK IN ACCORDANCE WITH SAID STANDARDS WILL BE REQUIRED.**

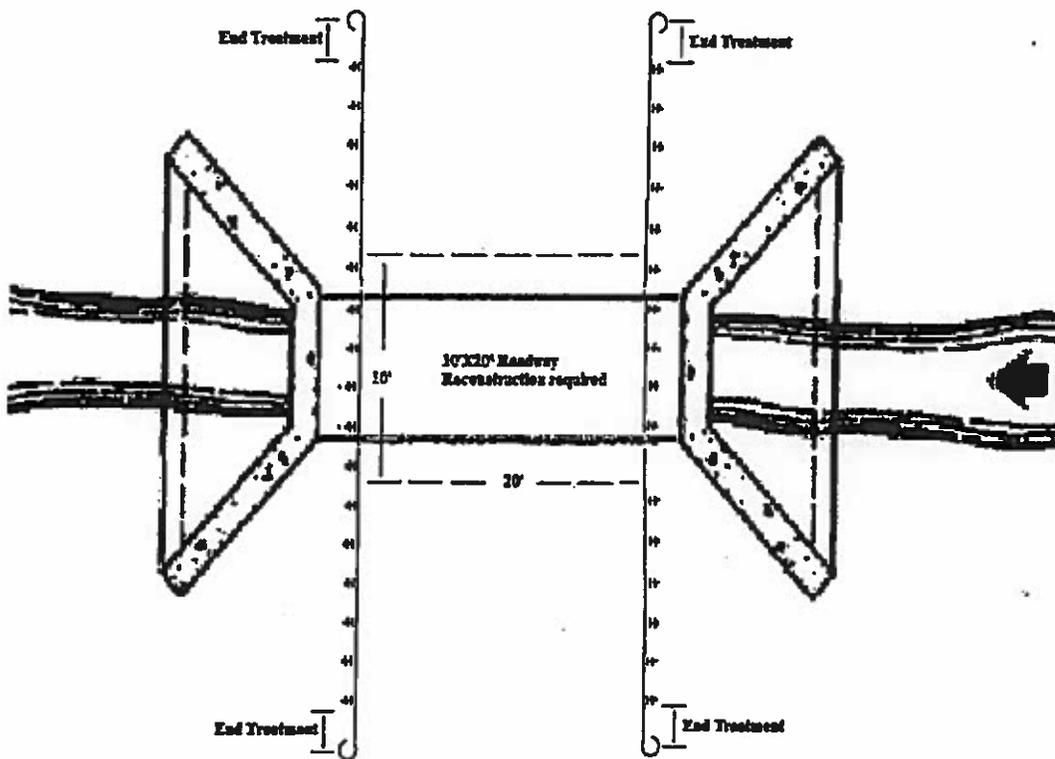
Fish Hill Road Emergency Culvert Repair/Replacement

1. A culvert replacement is required on Fish Hill Road, Coventry within the State owned Big River Management Area. The work will be undertaken as an emergency alteration as allowed by the Department of Environmental Management Rules and Regulations Governing the Administration and Enforcement of the Freshwater Wetlands Act, Section 11.01. A selected contractor will be required to assess an existing compromised culvert structure and determine hydraulically equivalent precast box culvert to replace same. Contractor is to procure culvert structure (minimum HS20 loading) and provide for installation including field-cast inlets incorporating flared wing walls. Open tracts of land under the control of the property owner are located within 100 feet of the work site and may be used for equipment/material staging.
2. Provide appropriate measures to inhibit stream flow using pump to convey water around the excavation/work site. Discharge pumped water onto a stable outlet to prevent scour.
3. Saw cut, remove and properly dispose of existing asphalt pavement. Expose existing culvert structure and remove same in its entirety.
4. Install single barrel box culvert according to RIDOT Bluebook standards.
5. Once the new culvert is installed and secured in place, provide stone rip rap at upstream and downstream ends of the structure, protect the areas around the inlets and outlets from scour and divert flow through the culvert.
6. Install an approved approach roadway and bridge rail guardrail system.
7. Provide necessary warning signs (chevrons, object markers if required) along the approaches of Fish Hill Road according to MUTCD standards
8. Mulch and vegetate all disturbed areas. Use silt fences or other appropriate erosion control measures to prevent or reduce erosion and sedimentation until stabilizing vegetation is established.
9. Prepare as built plan documenting completion of work in accordance all Local, State and Federal guidelines.

EXISTING CULVERT STRUCTURE



SUGGESTED REPLACEMENT STRUCTURE (N.T.S)



Note: Curved end treatment shall be according to E.I. Standard 54.3.1



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

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

**DIVISION OF PURCHASES
PUBLIC WORKS BID CLAUSES**

Offer to Contract

All bid proposals are subject to and constitute an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation, any addenda, applicable federal and municipal law, and the laws of the State of Rhode Island, including all procurement statutes and regulations (available at www.purchasing.ri.gov), all of which are incorporated by this reference into any contract awarded pursuant to this solicitation.

The terms and conditions in these Division of Purchases Public Works Bid Clauses supersede any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation and shall govern this solicitation and the award of any contract pursuant to this solicitation.

Noncompliance

Bidders must comply with all requirements. Any failure to comply may result, at the discretion of the State Purchasing Agent, in the disqualification of the bid proposal.

Failure of the successful bidder to comply with the terms and conditions of the contract awarded pursuant to this solicitation may result in nonpayment, termination of the contract, suspension or debarment of the bidder, or any other necessary or appropriate remedy in the sole discretion of the State Purchasing Agent.

Addenda

Bidders are responsible for checking for addenda, all of which become incorporated into this solicitation upon posting on the Division of Purchases website at www.purchasing.ri.gov. No addenda will be posted within the 5-day period preceding the submission date for bid proposals.

Apprenticeship

The successful bidder must employ apprentices on this project (if the value of the project is at least \$1 Million) in accordance with the apprentice to journeyperson ratio for each trade approved by the State Apprenticeship Council. Specific information is available at www.dlt.ri.gov/apprenticeship.

Award

The State Purchasing Agent, in his or her sole discretion, will award the contract pursuant to this solicitation to the responsive and responsible bidder who submits the lowest responsive and responsible bid. A binding contract between the State of Rhode Island and the successful bidder will be formed only by the issuance of a Purchase Order by the Division of Purchases.

Bid Proposal Submission

Each bid proposal (a complete package, with the signed Bidder Certification Cover Form) must be submitted in a *separate sealed envelope* with the specific "Bid Number" and the "Submission Date and Time" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered to the Division of Purchases (via mail or messenger service) by the date and time specified for the submission of bid proposals. Bidders should allow at least one hour additional time for parking and clearance through security checkpoints when delivering a bid proposal in person or by messenger. Bids must be addressed to:

Rhode Island Department of Administration
Division of Purchases
One Capitol Hill, Second Floor
Providence, RI 02908-5855

Bid proposals that are not present in the Division of Purchases at the date and time specified for the submission of bid proposals for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.

Bid Surety

Bidders must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island or a certified check payable to the State of Rhode Island in the amount of five (5%) percent of the bid proposal.

Contractors Registration

The bidder must have and maintain a valid certificate of registration issued by the Contractors' Registration Board throughout the term of the contract awarded pursuant to this solicitation and ensure that its subcontractors, unless exempt from registration, also obtain and maintain valid certificates of registration.

Divestiture of Investments in Iran Requirement

No bidder engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each bidder submitting a bid proposal or entering into a renewal of a contract is required to certify that the bidder does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws § 37-2.5-3.

Domestic Steel

Any steel products required by the plans and specifications in this solicitation must be fabricated or processed from steel made in the United States.

Equal Opportunity

The successful bidder must demonstrate a commitment to equal opportunity and submit an affirmative action plan for review by the State Equal Opportunity Office.

Foreign Corporations

No foreign corporation may transact business in the State of Rhode Island until it shall have obtained a Certificate of Authority from the Rhode Island Secretary of State. The successful bidder will be required to provide a Good Standing Certificate issued by the Rhode Island Secretary of State within the 10-day period following the tentative letter of award.

Inspection

The bidder is responsible for carefully reviewing all of the requirements of this solicitation, inspecting the project site, including (without limitation) checking and/or verifying measurements, site conditions, any limitations, and other details, prior to preparing and submitting its bid proposal.

Insurance

The successful bidder must submit a certificate of insurance that references the solicitation number and names the State of Rhode Island as "certificate holder" and as "additional insured" upon the issuance of the tentative letter of award, on an annual basis during the term of the contract awarded pursuant to this solicitation, and from time to time upon request. The certificate of insurance must state that 20 days' advance notice of cancellation will be sent to: Rhode Island Department of Administration, Division of Purchases, One Capitol Hill, Providence, Rhode Island 02908-5855, fax # 401-574-8387, and provide evidence of the following specific types and amounts of insurance:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
Comprehensive General Liability	
Bodily injury	\$1 Million each occurrence \$1 Million annual aggregate
Property damage	\$500,000 each occurrence \$500,000 annual aggregate
Independent contractors Contractual (including construction "hold harmless" and other types of Contracts or agreements in effect for insured operations) Completed operations Personal injury (with employee exclusion deleted)	
Automobile Liability	
Combined Single Limit	\$1 Million each occurrence
Bodily injury, property damage, including non owned and/or hired vehicles and equipment	
Workers Compensation	
Coverage B	\$100,000

The State Purchasing Agent reserves the right to accept alternate forms and plans of insurance and/or to require additional or more extensive coverage.

Licenses

The successful bidder and anyone performing any work on the contract awarded pursuant to this solicitation must possess all of the licenses required by any governmental authority to perform such work.

Minority Business Enterprises

Respondents should be aware of all applicable MBE requirements, as set forth in R. I. Gen. Law § 37-14.1-1, et seq. The State's goal is for a minimum ten per cent (10%) participation by MBE's in all State procurements. For further information, contact the State MBE Administrator at (401) 574-8253 or charles.newton@doa.ri.gov, Visit the website <http://www.mbe.ri.gov/>

Occupational Safety

The successful bidder must ensure (if the total project cost is at least \$100,000) that all employees at the project site possess a card issued by the United States Department of Labor certifying successful completion of an OSHA ten (10) hour construction safety program.

Payment and Performance Bonds

The successful bidder must furnish a 100% payment and performance bond from a surety licensed to conduct business in the State of Rhode Island upon the tentative award of the contract.

Prebid Conference

Bidders must attend a mandatory prebid conference. The bidder's representative must register with the Division of Purchases at the mandatory prebid conference and identify the bidder he or she represents.

Public Copy

Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. For further information on how to comply with this statutory requirement, see R. I. Gen. Laws § 37-2-18(b), Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at www.purchasing.ri.gov.

Reservation of Rights

The Division of Purchases reserves the right to revoke, suspend, or terminate this solicitation at any time in its sole discretion.

Subcontractors

The bidder must demonstrate that it is able to perform a substantial portion of the work using its own workforce. Any bidder that does not maintain a permanent workforce and/or proposes to perform a disproportionate amount of the work through one or more subcontractors will be considered unqualified. The Division of Purchases reserves the right to reject any such bid proposal.

Substitutions

Products specified in this solicitation establish a standard of quality, performance, dimension, function, and appearance. Proposed substitutions must meet the standard and will not be considered without the prior written approval of the Division of Purchases. A request for substitution must include the detailed information necessary for a comprehensive evaluation.

Taxes

The State of Rhode Island is exempt from federal excise taxes and state sales and use taxes. The bidder shall not include such taxes in any prices in the bid proposal.

Termination

The Division of Purchases reserves the right to terminate any contract awarded pursuant to this solicitation at any time, for any reason, with or without cause.

Wages

For contracts that total less than \$1 Million

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (for the various trades) on a weekly basis, pay one and one-half times the applicable prevailing wage rates to any worker who works more than 40 hours in any one week or more than 8 hours in any one day, and submit certified weekly payroll forms on a monthly basis to the agency. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov, must be posted at the project site.

For contracts that may total \$1 Million or Greater

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates for the various trades on a weekly basis, pay one and one-half times the applicable prevailing wage rates to any worker who works more than 40 hours in any one week or more than 8 hours in any one day, submit certified weekly payroll forms on a monthly basis to the agency, and maintain (for contracts totaling \$1 Million or more) a certified prevailing wage daily log at the project site. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov, must be posted at the project site.

Withdrawal

Bid proposals are irrevocable for a period of 60 days following the due date for their submission.

Contract Terms and Conditions

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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

SURETY REQUIREMENTS

BIDDER IS REQUIRED TO PROVIDE A BID SURETY IN THE FORM OF A BID BOND, OR A CERTIFIED CHECK PAYABLE TO THE STATE OF RHODE ISLAND, IN THE AMOUNT OF A SUM NOT LESS THAN FIVE PERCENT (5%) OF THE BID PRICE. BID SURETY MUST BE ATTACHED TO THE BID FORM. THE SUCCESSFUL BIDDER WILL ALSO BE REQUIRED TO FURNISH PERFORMANCE AND LABOR AND PAYMENT BONDS AT TIME OF TENTATIVE CONTRACT AWARD.

START DATE

STARTING DATE April 30 NO. OF WORKING DAYS REQUIRED FOR COMPLETION
14 Days

WAGE REQUIREMENTS

BIDDERS ARE ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS. THE PREVAILING WAGE TABLE MAY BE OBTAINED AT THE RI DIVISION OF PURCHASES HOME PAGE BY INTERNET at www.purchasing.ri.gov. SELECT "BIDDING INFORMATION", THEN "GENERAL INFORMATION", AND THEN SELECT "PREVAILING WAGE TABLES". PRINTING THE ENTIRE DOCUMENT AVERAGES APPROXIMATELY ONE MINUTE PER PAGE - YOU MAY WANT TO PRINT ONLY THE PAGES APPLICABLE TO YOUR BID. BIDDERS NOTE: IN THE EVENT THIS BID SPECIFIES PRICE OFFERS ON A TIME-AND-MATERIALS BASIS, i.e., AN HOURLY RATE, ANY OR ALL BIDS SUBMITTED IN AN AMOUNT LESS THAN THE PREVAILING RATE IN EFFECT FOR THE WORK COVERED BY THIS REQUEST AS OF THE DATE OF BID ISSUANCE SHALL BE REJECTED BY THE DIVISION OF PURCHASES.

INSURANCE REQUIREMENTS

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT.

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO

BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: * PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. * BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. * SCHOOL BUSING - AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION. * ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER. * VESSEL OPERATION - (MARINE OR AIRCRAFT) - PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.

LICENSE REQUIREMENTS

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. A COPY OF LICENSE/PERMIT SHOULD BE SUBMITTED WITH THIS BID. IN ADDITION TO THESE LICENSE REQUIREMENTS, BIDDER, BY SUBMISSION OF THIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.

RIVIP INFO - BID SUBMISSION REQUIREMENTS

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

MAILING ADDRESS FOR BID PROPOSALS ISSUED BY THE STATE OF RHODE ISLAND,
DIVISION OF PURCHASES

All Bid Proposals must be submitted by mail or hand delivered to:

- State of Rhode Island
- Department of Administration
- Division of Purchases, Second floor
- One Capitol Hill
- Providence, RI 02908-5855

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

PURCHASE AGREEMENT BID

BIDDING (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State. **(b)** Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordered during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered. **(c)** Bid price is net F.O.B. destination and shall include inside delivery at no extra cost. **(d)** Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the intent of this request. **ORDERING (a)** The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period. **(b)** Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training
Center General Complex
1511 Pontiac Avenue
Cranston, RI 02920-4407

TTY: Via RI Relay 711

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 .poster/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 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

An Equal Opportunity Employer/Program./Auxillary aids and services are available upon request to individuals with disabilities.

TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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

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, 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 journey person 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

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TTY via RI Relay 711



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Cranston, RI 02920-4407

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Governor
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Director

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

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

CERTIFICATION

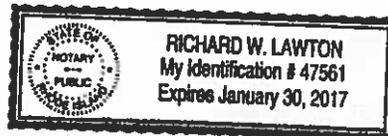
I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: [Signature]

Title: President

Subscribed and sworn before me this 24TH day of March, 2014

[Signature: Richard W. Lawton]
Notary Public
My commission expires: 01/30/2017



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



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex

1511 Pontiac Avenue

Cranston, RI 02920-4407

Telephone: (401) 462-8000

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.

(b) 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:

(A) 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

(B) 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).

(d) 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: 2/21/2014

Bid#: 7548502

Title: Emergency Culvert Repair/Replacement Fish Hill Road, Coventry, RI, DOA

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:

- RIVIP Bidder Certification Cover Form (completed and signed)
- Bid Form
 - All applicable blank spaces on the Bid Form have been completed
 - 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
- 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
- Public Copy of bid proposal in pdf format on a read-only CD-R media disk (R.I. Gen. Laws § 37-2-18 (b))
- 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.*
- Applicable professional licenses (as specified in the bid)

- Rhode Island Contractor Registration Board No.
- 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.
- Each bid proposal submitted in a separate sealed envelope.
- Completed Form W-9
- 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: John F. O'Hara II

Contact Information: 401-574-8125

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

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

Taxpayer Identification Number (T.I.N.)

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

Social Security No. (SSN)

Employer ID No. (EIN)

[] [] []

80 0792540

NAME New England Building & Bridge Co. Inc.

ADDRESS 19 B Lark Industrial Parkway

(REMITTANCE ADDRESS, IF DIFFERENT)

CITY, STATE AND ZIP CODE Greenville RI 02828

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

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

PLEASE SIGN HERE

SIGNATURE

[Signature]

TITLE

President

DATE

3/24/14

TEL. NO.

401 830-5779

BUSINESS DESIGNATION:

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

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

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

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

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

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

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



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

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

March 5, 2014

ADDENDUM NUMBER ONE

RFQ # 7548502

**TITLE: Emergency Culvert Repair/Replacement Fish Hill Road, Coventry,
RI, DOA, Public Copy**

Closing Date and Time: 3/24/14 at 2:00 PM

Per the issuance of this ADDENDUM #1 (1) page, including this cover sheet)



Specification Change /Addition / Clarifications

On the Solicitation Cover Page it states that there is a Non-Mandatory Pre-Bid Conference on March 11, 2014 at 2:00 PM, however on page 5 of 7 in the Division of Purchases, Public Work Clauses it states the conference is Mandatory.

The Pre-Bid Conference on March 11, 2014 at 2:00 PM is non-mandatory. Please omit the reference to the pre-bid conference on page 5 of 7 in the Division of Purchases, Public Work Clauses.



**State of Rhode Island
Department of Administration / Division of Purchases
One Capitol Hill, Providence, Rhode Island 02908-5855
Tel: (401) 574-8100 Fax: (401) 574-8387**

March 14, 2014

Addendum Number Two

RFQ: 7548502

**Emergency Culvert Repair/Replacement Fish Hill Road,
Coventry, RI, DOA**

Closing Date and Time: March 24, 2014 at 2:00 PM

This Addendum #2 is (4) pages, including this cover sheet.

Specification Change/Addition/Clarification

Notes from the Pre bid conference:

These items (as they pertain to the bid process) were discussed by purchasing representative at the pre bid conference:

- This was a non-mandatory pre bid conference.
- Questions were being accepted on line. Date/time and address are specified in bid form.
- Bid bond is required. Payment and Performance bond is required.
- The public copy requirements were explained.
- Vendors were advised to review the seven page Public Works Bid Clauses.
- Vendors were advised that this was a prevailing wage job and the requirement to submit the prevailing wage certification.
- Vendors were advised of the Bid Preparation Checklist and that it is not a substitute for a thorough review of the bid proposal by the vendor.
- Vendors were asked to submit a W-9 with their bid proposal.

Romeo Mendes gave the scope of work to be performed.



**State of Rhode Island
Department of Administration / Division of Purchases
One Capitol Hill, Providence, Rhode Island 02908-5855
Tel: (401) 574-8100 Fax: (401) 574-8387**

-State will secure all necessary permits and will coordinate closing of required section of Fish Hill Rd with Town of Coventry officials (Town Engineer, Public Works, Police and Fire). The contractor will be responsible for obtaining and installing all detour and warning signs.

-For bidding purposes assume the following. Award will go to low bidder.

1. Precast Single Barrel Culvert measuring 24" x 48" x 240".
2. Pavement replacement will measure 8' x 20'.
3. Total of 100' of guard rail including 4 end treatments to be installed.

-Average and max flows observed in the brook are 7.23 cfs and 17.7 cfs respectively. Bypass may not need to be done depending on the flow.

-Awarded vendor to provide schematic showing preliminary design elements including but not limited to culvert sizing and installation details, length of guardrail and asphalt replacement at beginning of project. Lump sum cost to complete the project must accompany the schematic and will be the basis for the Purchase order to be issued by the State. A set of as-builts stamped by an engineer registered in the State of Rhode Island is required to be provided at end of project.

-Follow RIDOT Bluebook standards regarding culvert replacement/installation.

-Project should be completed by 5/30/14 to allow for processing of payment before fiscal year end close of 6/30/14.

-Following question was submitted on line:

Q. You indicate repair an option to fix Fish Hill Road, in specs you only call for full culvert replacement. New York State DOT has approved a fiberglass UV Cured CIPP for storm culvert rehabilitation that DOES Not have any impact on environmentally sensitive areas and does not need a full dig and replace. I would like to bid this project with this option and want to make sure it will be accepted against replacement.

A. Pipe replacement and/or lining would only address part of the problem that is why the WRB specified installation of a culvert structure. The culvert option allows all issues to be taken care of in one project effort. So the answer is no, the cured CIPP would not be accepted in lieu of replacement.

Attached is a copy of the sign-in sheets from the conference.



Division of Purchases
One Capital Hill
Providence, RI 02908

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

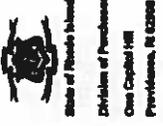
7648502
EMERGENCY CULTIVY REPLACEMENT FISH HILL RD., COVENTRY, RI
00864
3/11/2014 AT 2:00PM

DCADORET

2:50

2:30

1	SumCo Bio Cont.	Domingos Rada	16 Front St Salem, MA 01970	drad@sumcoecology.com	978-744-1515	815-572-5022
2	BETA GROUP, INC	KEVIN AGUIAR	6 Blackstone Valley Lanshah, RI 02881	Kaguia@beta-me.com	401-258-9331	401-333-1782
3	Narragansett Imp. Co.	Sosh Carr	223 Allans Ave Prov. RI 02903	scarr@narragansett.com	401-331-7420	401-331-6444
4	PRECISION TRO	MIKE AEP	1710 ERIE BLDG SHEPHERDTON, NY	MIKEA@PREM-INTL.COM	315-715-1773	518-346-5800
5	NEBB	Peter D'Amato	140 64th Ind Parkway Riverside, RI 02905	Pd'Amato@nebb.com	401-830-5774	401-830-5776
6	Quanta	Lee Taylor	500 Stinson Blvd Warwick, RI 02881	L.Taylor@quanta.com	401-737-1300	401-732-7725
7						
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"NON-MANDATORY" PRE-BID CONFERENCE SIGN IN SHEET

7548502
 EMERGENCY CULVERT REPAIR/REPLACEMENT FISH HILL RD., COVENTRY, R-
 DCA
 3/11/2014 AT 2:00PM

DCADORET

2:01

2:30

16	Interventional PA-UMC	JEFF JOHNSON	1331 MAIN ST NW NW N102893	Jeff Jo Interventional PA-UMC	312-6565	312-6568
17	William Hannon	Tom Raposo	366 Quaker Ln. N. K. St.	Tom Raposo Excavation.com	295-7320	294-2391
18	Buckley Fogarty	Russell Boght	2 Industrial Dr Smithfield RI 02881	Sky at Sky sub fogarty.com	931-0507	931-8410
19	J. H. Lynch	Ed Loffredo	50 Lynch Rd Cumberland RI	Ed Loffredo & JHLynch.com	495-0511	373-2689
20	John Rucelidra	JR Rucelidra	20 WALK RD. RISWICK, MA 01570	MANAGING Ph.D. Sub-Contractor	949-5565	949-5310
21	STAR BUCHANAN	AND GARDNER				
22						
23						
24						
25						
26						
27						
28						
29						
30						



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

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

March 17, 2014

ADDENDUM NUMBER THREE

RFQ # 7548502

**TITLE: Emergency Culvert Repair/Replacement Fish Hill Road, Coventry,
RI, DOA**

Closing Date and Time: 3/24/14 at 2:00 PM

Per the issuance of this ADDENDUM #3 (2) pages, including this cover sheet)



Specification Change /Addition / Clarifications

Questions and ~~Answers~~ received since the pre-bid conference:

Per the pre-bid meeting please provide the following information:

1. What is the expected start date? *As soon as possible after issuance of State Purchase Order.*
2. Are there any time of year restrictions on the proposed work? *No. Flows will decrease in the brook from mid spring to the beginning of fall.*
3. Existing Conditions
 - a. Is there an existing conditions plan available to assist the bidders in preparing their estimates? *No*
4. Plan preparation for RIDEM approval
 - a. What are contractors required to submit for approval from RIDEM? *The WRB will notify DEM of the emergency repair. Besides provision of an as built stamped by an engineer*

registered in the State of Rhode Island at the end of the project, nothing else is required to be submitted to DEM.

5. Water Control

- a. What flows are the contractors expected to handle? *Average and Maximum flows in the brook are 7.23 and 17.7 cfs respectively.*

6. Traffic Management

- a. Can the road be shut down during construction? *Yes. The WRB will work with the Town to formulate a closure plan including detour. The selected contractor is responsible for providing and installing all signage.*
- b. Are Police details required? *At the present time, it is anticipated that a police detail will be required on either side of the closure.*

7. Culvert

- a. What size box culvert is required? *To insure standardized bidding use 24"X48"*
- b. What length of culvert is required? *To insure standardized bidding use 20'*
- c. Is an open bottom culvert acceptable? *No*
- d. What size and amount of riprap is required at culvert ends? *Size will be approximately 1 ½ to 2". The amount is required to be determined by contractor according to RIDOT Bluebook Specifications.*

8. Walls

- a. How tall should the walls be? *Required to be determined by the selected contractor's engineer.*
- b. How long should the walls be? *Required to be determined by the selected contractor's engineer.*
- c. Can the wall be a straight headwall or are wing-walls required? *Wingwalls were envisioned; however, a final determination is to be made by the selected contractor's engineer.*
- d. Can the walls be precast? *yes*

9. Guard Rail

- a. What length should bidders carry in their bids? *To insure standardized bidding use 100', (50') on each side of road. The final length as determined by the consultant's engineer is expected to be less than 100'.*
- b. What type guard rail is required? *Steel beam rail*
- c. What type of terminal end is required? *Rounded according to DOT spec 34.3.1*
- d. Is a bridge rail required? *No; however, a final determination is required to be made by the selected contractor's engineer.*
- i. If so can a detail be provided? *See response above*
- ii. How long should the bridge rail be? *See response above*

10. Restoration Work

- a. What gravel base depth is required? *Per the town of Coventry, 12 inches of processed gravel is required*
- b. What pavement thickness is required? *Per the Town of Coventry 1 ½" binder and 1 ½" top coat is required.*

 **AIA** Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **New England Building & Bridge Co., Inc. of 19 B Lark**
(Here insert full name and address or legal title of Contractor)
Industrial Parkway, Greenville, RI 02878

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

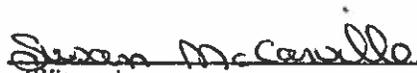
a corporation duly organized under the laws of the State of **Delaware**
as Surety, hereinafter called the Surety, are held and firmly bound unto **Rhode Island Department of**
(Here insert full name and address or legal title of Owner)
Administration of One Capitol Hill, Providence, RI 02908

as Oblige, hereinafter called the Oblige, in the sum of **FIVE PERCENT OF AMOUNT BID**
Dollars (\$ **5% OF BID**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Emergency Culvert Repair/Replacement Fish Hill Rad**
(Here insert full name, address and description of project)
Conventry RI 7548502

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

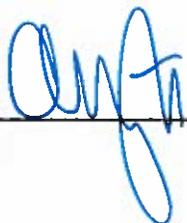
Signed and sealed this **24th** day of **March, 2014**



(Witness)

New England Building & Bridge Co., Inc.
(Principal) _____ *(Seal)*

(Title)



(Witness)

Endurance American Insurance Company
(Surety) _____

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

POWER OF ATTORNEY

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

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

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

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.68

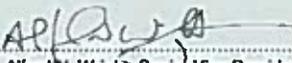
This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, a copy of which appears below under the heading entitled "Certificate".

68
This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 and said resolution has not since been revoked, amended or repealed:

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

This Power of Attorney shall expire and all authority hereunder shall terminate without notice at 12:01 a.m. (Standard Timer where said attorney(s)-in-fact is authorized to act.)
MARCH 2ND, 2015.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 3RD day of MARCH, 2014 at New York, New York.
(Corporate Seal) ENDURANCE AMERICAN INSURANCE COMPANY

ATTEST 
Alfred N. Wright, Senior Vice President

By 
Ronald Diggs, Vice President

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

On the 3RD day of MARCH, 2014 before me personally came RONALD DIGGS to me known, who being by me duly sworn, did depose and say that (s)he resides in HELLETTOWN, PENNSYLVANIA that (s)he is a VICE PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that (s)he signed his (her) name thereto by like order.
(Notarial Seal)


Arnie Licaj, Notary Public - My Commission Expires: October 29, 2015

CERTIFICATE

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

I, Doug Worman, the Chief Executive Officer of ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware Corporation (the "Corporation"), hereby certify:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
- 2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 and said resolutions have not since been revoked, amended or modified:

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

ALFRED N. WRIGHT, RONALD DIGGS

And

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 29th day of March, 2014.

(Corporate Seal) 
Doug Worman, Chief Executive Officer of U.S. Insurance