

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we **NARRAGANSETT IMPROVEMENT COMPANY, 223 Allens Avenue, Providence, Rhode Island**

as Principal, hereinafter called the Principal, and **THE OHIO CASUALTY INSURANCE COMPANY** a corporation duly organized under the laws of the State of **New Hampshire**

as Surety, hereinafter called the Surety, are held and firmly bound unto **STATE OF RHODE ISLAND**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Amount of the Attached Bid (5% of Bid)**

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 **State of Rhode Island Repairs to Asphalt and Concrete, Rhode Island College; Project No. 7548772**

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

Signed and sealed this **16<sup>th</sup>** day of **June, 2014**.

Mary B. McArthur  
(Witness)

[Signature]  
(Witness)

**NARRAGANSETT IMPROVEMENT COMPANY**  
(Principal) (Seal)

By: [Signature]  
(Title)

**THE OHIO CASUALTY INSURANCE COMPANY**  
(Surety) (Seal)

By: Denise A. Chianese  
**Denise A. Chianese, (Title) Attorney-in-Fact**

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5716472

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

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

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

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



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

By: *Gregory W. Davenport*  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 1st day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: *KD Riley*  
KD Riley, Notary Public

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

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

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

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

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

I, David M. Carey, the undersigned, Assistant Secretary of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of June, 2014.



By: *David M. Carey*  
David M. Carey, Assistant Secretary

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

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

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

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFP Number:** 7548772  
**Bid/RFP Title:** REPAIRS TO ASPHALT & CONCRETE - RI COLLEGE (31 PGS & ZIP FILE)

**Opening Date & Time:** 6/16/2014 10:30 AM

**RIVIP Vendor ID #:** 1336

**Vendor Name:** Narragansett Improvement Company

**Address:** 223 Allens Avenue  
 Providence , RI 02903-4993  
 USA

**Telephone:** 401-996-9473

**Fax:** 401-351-6444

**E-Mail:** jtoegemann@nicori.com

**Contact Person:** Jon S. Toegemann

**Title:** Vice President

**R.I. Foreign Corp #:**

**NOTICE TO VENDORS**

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

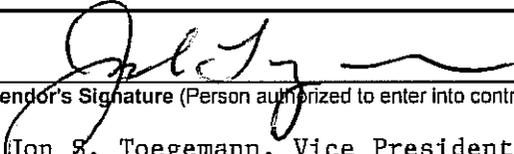
Indicate Yes (Y) or No (N):

- 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".
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.

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.

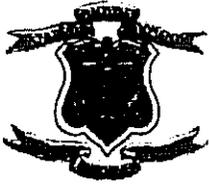
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Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the 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 6/16/14

Jon S. Toegemann, Vice President \_\_\_\_\_ Print  
Name and Title of company official signing offer



# Request for Quote

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

CREATION DATE : 20-MAY-14  
 BID NUMBER: 7548772  
 TITLE: REPAIRS TO ASPHALT & CONCRETE - RHODE ISLAND COLLEGE  
 BLANKET START : 01-JUL-14  
 BLANKET END : 30-JUN-17  
 BID CLOSING DATE AND TIME: 16-JUN-2014 10:30:00

BUYER: Mosca, Gary  
 PHONE #: 401-574-8124

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 600 MOUNT PLEASANT AVENUE  
 PROVIDENCE, RI 02908  
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 RIC SPECIAL INSTRUCTIONS  
 SEE BELOW  
 SEE BELOW, RI N/A  
 US

Requisition Number: 1368078

Line	Description	Quantity	Unit	Unit Price	Total
2	BLANKET REQUIREMENTS: 7/1/14 TO 6/30/17  NOTE: A Disk Based file is attached that includes an Excel Spreadsheet labeled ATTACHMENT (A) for submission of vendor quotes for each of the three years. (See Instructions for Vendors for submitting pricing).  PLEASE NOTE: The submission of ATTACHMENT (A) disk file is in addition to the Public Copy Requirement.  The State reserves the right to make multiple awards for this requirement, or make one total award, whatever is to be determined in its best interest.  REPAIRS TO ASPHALT & CONCRETE - RIC - BLANKET PERIOD: 7/1/14 - 6/30/17	1.00	Each		Unit Price Bid

Delivery: Per Contract

Terms of Payment: Per Contract

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

RHODE ISLAND COLLEGE

REPAIRS TO ASPHALT & CONCRETE

BLANKET REQUIREMENTS 7/1/15- 6/30/17

BID # 7548772

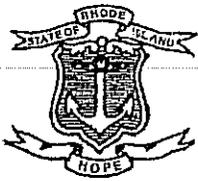
ATTACHMENT "A" - BID PRICING FORM

LINE	REPAIR ASPHALT PAVEMENTS	UNIT	UNIT PRICE
1	7/1/14-6/30/15 - ASPHALT	SQ YD	\$ 75.00
2	7/1/15-6/30/16 - ASPHALT	SQ YD	\$ 85.00
3	7/1/16-8/31/17 - ASPHALT	SQ YD	\$ 95.00
4	7/1/14 - 6/30/15 - CONCRETE	SQ YD	\$ 100.00
5	7/1/15-6/30/16 - CONCRETE	SQ YD	\$ 125.00
6	7/1/16-8/31/17 - CONCRETE	SQ YD	\$ 135.00
7	7/1/14-6/30/15 - 6 YD FRONT LOADER WITH OPERATOR	HR	\$ 165.00
8	7/1/15-6/30/16 - 6 YD FRONT LOADER WITH OPERATOR	HR	\$ 185.00
9	7/1/16-6/30/17 - 6 YD FRONT LOADER WITH OPERATOR	HR	\$ 195.00
10	7/1/14-6/30/15 - 3 YD BACKHOE WITH OPERATOR	HR	\$ 125.00
11	7/1/15-6/30/16 - 3 YD BACKHOE WITH OPERATOR	HR	\$ 135.00
12	7/1/16-6/30/17 - 3 YD BACKHOE WITH OPERATOR	HR	\$ 145.00
13	7/1/14-6/30/15 - 10 WHEEL DUMP TRUCK WITH OPERATOR	HR	\$ 110.00
14	7/1/15-6/30/16 - 10 WHEEL DUMP TRUCK WITH OPERATOR	HR	\$ 115.00
15	7/1/16-6/30/17 - 10 WHEEL DUMP TRUCK WITH OPERATOR	HR	\$ 120.00
16	7/1/14-6/30/15 - NON-PREMIUM HOURLY RATE FOR LABORER	HR	\$ 70.00
17	7/1/14-6/30/15 - PREMIUM HOURLY RATE FOR LABORER	HR	\$ 90.00
18	7/1/14-6/30/15 - NON-PREMIUM HOURLY RATE FOR A FOREMAN	HR	\$ 75.00
19	7/1/14-6/30/15 - PREMIUM HOURLY RATE FOR FOREMAN	HR	\$ 95.00
20	7/1/15-6/30/16 - NON-PREMIUM HOURLY RATE FOR LABORER	HR	\$ 80.00

**BID # 7548772 ATTACHMENT "A" - BID PRICING FORM**

		*****	*****
21	7/1/15-6/30/16 - PREMIUM HOURLY RATE FOR LABORER	HR	\$ 85.00
22	7/1/15-6/30/16 - NON-PREMIUM HOURLY RATE FOR A FOREMAN	HR	\$ 76.00
23	7/1/15-6/30/16 - PREMIUM HOURLY RATE FOR A FOREMAN	HR	\$ 96.00
24	7/1/16-6/30/17 - NON-PREMIUM HOURLY RATE FOR LABORER	HR	\$ 81.00
25	7/1/16-6/30/17 - PREMIUM RATE FOR LABORER	HR	\$ 101.00
26	7/1/16-6/30/17 - NON-PREMIUM HOURLY RATE FOR A FOREMAN	HR	\$ 86.00
27	7/1/16-6/30/17 - PREMIUM RATE FOR A FOREMAN	HR	\$ 106.00
28	7/1/14-6/30/15 - 2000 PSI MINIMUM QUANTITY CU YD	CU YD	\$ 125.00
29	7/1/15-6/30/16 - 2000 PSI MINIMUM QUANTITY CU YD	CU YD	\$ 135.00
30	7/1/16-6/30/17 - 2000 PSI MINIMUM QUANTITY CU YD	CU YD	\$ 145.00
31	7/1/14-6/30/15 - 3000 PSI MINIMUM QUANTITY CU YD	CU YD	\$ 145.00
32	7/1/15-6/30/16 - 3000 PSI MINIMUM QUANTITY CU YD	CU YD	\$ 155.00
33	7/1/16-6/30/17 - 3000 PSI MINIMUM QUANTITY CU YD	CU YD	\$ 165.00
34	7/1/14-6/30/15 - 4000 PSI MINIMUM QUANTITY CU YD	CU YD	\$ 155.00
35	7/1/15-6/30/16 - 4000 PSI MINIMUM QUANTITY CU YD	CU YD	\$ 165.00
36	7/1/16-6/30/17 - 4000 PSI MINIMUM QUANTITY CU YD	CU YD	\$ 175.00
37	7/1/14-6/30/15 - WHITE PAINT FOR PARKING	LFT	\$ 0.50
38	7/1/15-6/30/16 - WHITE PAINT FOR PARKING	LFT	\$ 0.60
39	7/1/16-6/30/17 - WHITE PAINT FOR PARKING	LFT	\$ 0.70
40	7/1/14-6/30/15 - YELLOW PAINT FOR PARKING	LFT	\$ 0.50
41	7/1/15-6/30/16 - YELLOW PAINT FOR PARKING	LFT	\$ 0.60
42	7/1/16-6/30/17 - YELLOW PAINT FOR PARKING	LFT	\$ 0.70
43	7/1/14-6/30/15 - RED PAINT FOR FIRE LANE	LFT	\$ 2.00
44	7/1/15-6/30/16 - RED PAINT FOR FIRE LANE	LFT	\$ 3.00
45	7/1/16-6/30/17 - RED PAINT FOR FIRE LANE	LFT	\$ 4.00

		BID # 7548772 ATTACHMENT "A" - BID PRICING FORM		*****	*****
46	7/1/14-6/30/15 - BLUE PAINT FOR HANDICAP EMBLEM	DECAL	\$	150.00	
47	7/1/15-6/30/16 - BLUE PAINT FOR HANDICAP EMBLEM	DECAL	\$	180.00	
48	7/1/16-6/30/17 - BLUE PAINT DOR HANDICAP EMBLEM	DECAL	\$	200.00	
49	7/1/14-6/30/15 - 3/4 PROCESS GRAVEL - DELIVERED	TON	\$	25.00	
50	7/1/15-6/30/16 - 3/4 PROCESS GRAVEL - DELIVERED	TON	\$	28.00	
51	7/1/16-6/30/17 - 3/4 PROCESS GRAVEL - DELIVERED	TON	\$	30.00	
52	7/1/14-6/30/15 - 3/4 FRACTURED STONE - DELIVERED	TON	\$	26.00	
53	7/1/15-6/30/16 - 3/4 FRACTURED STONE - DELIVERED	TON	\$	28.00	
54	7/1/16-6/30/17 - 3/4 FRACTURED STONE - DELIVERED	TON	\$	30.00	
55	7/1/14-6/30/15 - SCREENED LOAM 3/4 MINUS - DELIVERED	YD	\$	25.00	
56	7/1/15-6/30/16 - SCREENED LOAM 3/4 MINUS - DELIVERED	YD	\$	27.00	
57	7/1/16-6/30/17 - SCREENED LOAM 3/4 MINUS - DELIVERED	YD	\$	30.00	
58	7/1/14-6/30/15 - HAND SEEDING	SF	\$	1.00	
59	7/1/15-6/30/16 - HAND SEEDING	SF	\$	2.00	
61	7/1/16-6/30/17 - HAND SEEDING	SF	\$	3.00	
62	7/1/14-6/30/15 - HYDROSEEDING PER ACRE	PER ACRE	\$	8,500.00	
63	7/1/15-6/30/16 - HYDROSEEDING PER ACRE	PER ACRE	\$	8,800.00	
64	7/1/16-6/30/17 - HYDROSEEDING PER ACRE	PER ACRE	\$	9,000.00	
65	7/1/14-6/30/15 - HYDROSEEDING LESS/ACRE	LESS/ACRE	\$	0.20	
66	7/1/15-6/30/16 - HYDROSEEDING LESS/ACRE	LESS/ACRE	\$	0.25	
67	7/1/16-6/30/17 - HYDROSEEDING LESS/ACRE	LESS/ACRE	\$	0.30	



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](http://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](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

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

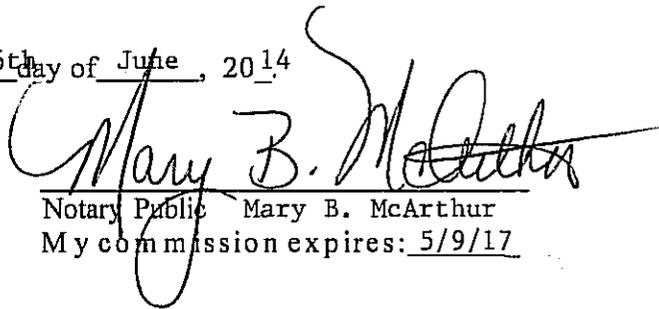
Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

**CERTIFICATION**

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

By:   
Title: Jon S. Toegemann, Vice President

Subscribed and sworn before me this 16th day of June, 2014

  
Notary Public Mary B. McArthur  
My commission expires: 5/9/17

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*TTY via RI Relay 711*

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 \$60 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)

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05	0187970
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**NAME** Narragansett Improvement Company

**ADDRESS** 223 Allens Avenue

**(REMITTANCE ADDRESS, IF DIFFERENT)**

**CITY, STATE AND ZIP CODE** Providence, RI 02903

**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** Jon S. Toegemayr, Vice President **TITLE** V. Pres. **DATE** 6/16/14 **TEL NO.** (401) 331-7420

**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.

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