

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, DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASES**

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 **Parking Lot Paving Davies Career and Tech High School; Project No. 7548937**

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 17th day of **September, 2014**.

(Witness)

(Witness)

NARRAGANSETT IMPROVEMENT COMPANY
(Principal) (Seal)

By:

(Title)
Jon S. Toegemann, Vice President
THE OHIO CASUALTY INSURANCE COMPANY
(Surety) (Seal)

By:

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

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

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

Certificate No. 6618627

American Fire and Casualty Company
The Ohio Casualty Insurance Company

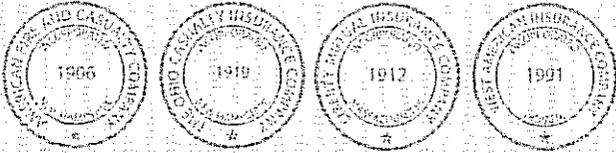
Liberty Mutual Insurance Company
West American Insurance Company

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; David J. Byrne III; Denise A. Chianese

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 20th day of June, 2014.



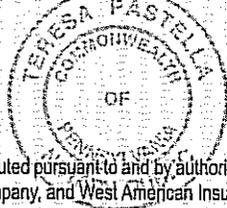
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 20th day of June, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, 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.

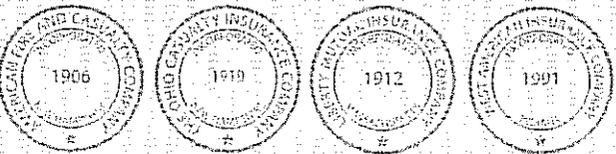
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as 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 David M. Carey, 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, Gregory W. Davenport, 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 17th day of September, 2014.



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

Not valid for mortgage, note, loan, letter of credit, 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/RFPNumber: 7548937A1
Bid/RFP Title: PARKING LOT PAVING DAVIES CAREER AND TECH HIGH SCHOOL (1 PG)

Opening Date & Time: 9/17/2014 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.

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.

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)

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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 *John S. Toegemann* TITLE V. Pres. DATE 9/17/14 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

Solicitation #:7548937
Solicitation Title: PARKING LOT PAVEMENT

BID FORM

To: The State of Rhode Island Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill, Providence, RI 02908-5855

Bidder: Narragansett Improvement Company
Legal name of entity
223 Allens Avenue, Providence, RI 02903
Address (street/city/state/zip)
Jon S. Toegemann jtoegemann@nicori.com
Contact name Contact email
(401) 996-9473 (401) 351-6444
Contact telephone Contact fax

The undersigned bidder has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work, has carefully examined the plans titled Davies Career & Technical High School Resurfacing Project, dated October 28, 2013, the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, Amended August 2013, Compilation of Approved Specifications January 2011, Compilation of Approved Specifications May 2011, Compilation of Approved Specifications December 2011, Compilation of Approved Specifications April 2012, Compilation of Approved Specifications August 2013,, and supplements to date of contract, which are acknowledged to be a part of this proposal, the special provisions, the bid form, the form of contract agreement, and the form of contract bond, and thoroughly understands their stipulations, requirements and provisions.

The undersigned bidder has determined the quality and quantity of equipment and materials required, has investigated the location and determined the sources of supply of materials required, has investigated labor conditions, and has arranged for the continuous prosecution of the work herein described.

The undersigned bidder hereby agrees to be bound by the award of the contract and if awarded the contract on this Proposal to execute within five (5) days after notice of award the required contract agreement and the required contract bond, of which contract this Proposal, the plans for the work, and the specifications as above indicated, shall be a part.

The undersigned bidder further agrees to provide all necessary equipment, tools, labor, incidentals and other means of construction to do all the work and furnish all materials of the specified requirements which are necessary to complete the work in accordance with the proposal, the plans and the specifications and agrees to accept therefore, as

Solicitation #:7548937

Solicitation Title: PARKING LOT PAVEMENT

payment in full, the unit prices for the various items described in the specifications and set forth in the Proposal. Any "extra" or "force account work" will be paid for as set forth in Subsection 12.109.04, differing site conditions, changes, extra work and force account work, of the Rhode Island Department of Administration, Division of Purchasing, Procurement Regulations, Section 12, Rhode Island Department of Transportation Projects and the undersigned bidder hereby agrees to accept payment therefore as stated therein.

The bidder understands that the quantities of work shown herein are approximate only and are subject to increase or decrease and agrees that all quantities of work, whether increased or decreased are to be performed at the unit prices stated in the following estimate of quantities and schedule of prices for the work described, subject however, to stipulations in Subsection 12.104.02, changes in the contract, of the Rhode Island Department of Administration, Division of Purchasing, Procurement Regulations, Section 12, Rhode Island Department of Transportation Projects.

All items in the Proposal must have a unit bid price in words and figures. All unit bid prices must be extended. Bids will not be accepted if they contain no unit price for an item or if they contain zero in words and figures as the unit price bid. In case of a discrepancy between the bid price in figures and the bid price in words, the bid price in words shall govern.

1. BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (*including the costs for all Allowances, Bonds, and Addenda*):

\$ 405,395.00

(base bid price in figures printed electronically, typed, or handwritten legibly in ink)
Four Hundred Five Thousand Three Hundred Ninety Five Dollars, No Cents
(base bid price in words printed electronically, typed, or handwritten legibly in ink)

COST AND QUANTITY BREAKDOWN

In order to properly evaluate the Proposal, provide the following information. The Scope of

Solicitation #:7548937
Solicitation Title: PARKING LOT PAVEMENT

Work to be awarded will not be influenced by the cost and quantity information requested here.

- **COST BREAKDOWN**

Total Cost of Mobilization	\$ <u>5,000.00</u>
Total Cost of Erosion Control	\$ <u>3,200.00</u>
Total Cost of Earthwork	\$ <u>71,630.00</u>
Total Cost of Pavement	\$ <u>257,188.00</u>
Total Cost of Traffic Control	\$ <u>5,000.00</u>
Total Cost of Landscape Restoration	\$ <u>28,800.00</u>
Total Cost of Striping and Signage	\$ <u>29,577.00</u>
Total Cost of Subconsultants	\$ <u>5,000.00</u>
Total Bid	\$ <u>405,395.00</u>

Total Estimated On-Site Manhours: 900

- **Bonds**

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

- **Addenda**

Solicitation #:7548937
Solicitation Title: PARKING LOT PAVEMENT

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price ***includes*** the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1 dated: 9/11/14

Addendum No. 2 dated: _____

Addendum No. 3 dated: _____

2. UNIT PRICES

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include ***all*** costs, including labor, materials, services, regulatory compliance, overhead, and profit.

Unit Price No. 1: Precast Concrete Curb - Installed	\$ <u>30.00</u> /LF
Unit Price No. 2: Full Depth Pavement Section	\$ <u>24.00</u> /SY
Unit Price No. 3: Curb Stop	\$ <u>200.00</u> /EA
Unit Price No. 4: Reset Frame & Cover	\$ <u>300.00</u> /EA
Unit Price No. 5: Reset Frame & Grate	\$ <u>300.00</u> /EA

3. CONTRACT TIME

The Bidder offers to perform the work in accordance with the timeline specified below:

- Start of construction: April 2015
- Substantial completion: One week after start of construction
- Final completion: 7 to 10 days after start of construction

Solicitation #:7548937
Solicitation Title: PARKING LOT PAVEMENT

4. LIQUIDATED DAMAGES

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: \$1,000

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

BIDDER

Date: 9/17/14

Narragansett Improvement Company
Name of Bidder


Signature in Ink

Jon S. Toegemann, Vice President
Printed name and title of person signing on behalf of Bidder

4812
Bidder's Contractor Registration Number

WILLIAM M. DAVIES, JR. CAREER & TECHNICAL HIGH SCHOOL

**Notice to Contractors
Special Provisions
Proposal
for the Performance of**

Project: PAVEMENT RESURFACING PROJECT

Limits: NORTHEASTERN SIDE OF PROPERTY OFF JENCKES HILL ROAD

Town: LINCOLN

County: PROVIDENCE

Submitted By: Narragansett Improvement Company

Address: 223 Allens Avenue, Providence, RI 02903

Name of Surety: The Ohio Casualty Insurance Co

Total Bid: \$405,395.00

(BIDDER MUST FILL IN ALL ABOVE SPACES)

The basis of award of the Contract will be the total bid for all quantities of work in the proposal subject to review and correction as provided for in the Rhode Island Department of Administration, Division of Purchasing, Procurement Regulations, Section 12, Rhode Island Department of Transportation Projects.

NOTE: The State of Rhode Island Standard Specifications for Road and Bridge Construction and Standard Details consists of the following:

- The Rhode Island Department of Administration, Division of Purchasing, Procurement Regulations, Section 12, Rhode Island Department of Transportation Projects
- The Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, Amended August 2013.
- Compilation of Approved Specifications January 2011
- Compilation of Approved Specifications May 2011
- Compilation of Approved Specifications December 2011
- Compilation of Approved Specifications April 2012
- Compilation of Approved Specifications August 2013
- The Rhode Island Standard Details, 1998 Edition, with all revisions
- The Rhode Island Bridge Standard Details, 2003 Edition, with all revisions

The Contractor shall be responsible for obtaining the above documents.

NOTICE TO CONTRACTORS

The Bid Package consists of the Contract Documents which includes the Construction Plans and the Contract Book which includes the following sections; Notice To Contractors, Scope of Work, Control of Work, Method of Measurement, Basis of Payment, Instruction to Bidders, General Provisions-Contract Specific, Specifications-Job Specific, Proposal.

SCOPE OF WORK

The Contractor shall provide the work on the Contract Documents. The work in the contract shall include, but not be limited to, clearing and grubbing, tree protection, pavement removal, excavation and embankment, erosion control, trimming and fine grading, gravel borrow subbase course, bituminous base course, bituminous surface course, sawcutting pavement, concrete pads, curbing, temporary traffic control devices, signs, pavement markings, landscaping and seeding, dust control, providing uniformed traffic persons and flagpersons, mobilization, maintenance and protection of traffic, permits, and other incidentals complete and accepted as necessary to complete the work of this contract as required by the Engineer.

CONTROL OF WORK

Work shall be done in accordance with the Rhode Island Department of Administration, Division of Purchasing, Procurement Regulations, Section 12, Rhode Island Department of Transportation Projects, the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, Amended August 2013, Compilation of Approved Specifications January 2011, Compilation of Approved Specifications May 2011, Compilation of Approved Specifications December 2011, Compilation of Approved Specifications April 2012, Compilation of Approved Specifications August 2013, the Rhode Island Standard Details, 1998 Edition, with all revisions, General Provisions and Job Specific Specifications contained in this Contract Document.

The above documents may be obtained at the Rhode Island Department of Transportation, Contracts and Specifications upon request.

In various places of the Contract Documents, the words "State", "Department", "Engineer", "Resident Engineer", "Purchasing Agent", and "Director" are intended to mean "WILLIAM M. DAVIES, JR. CAREER & TECHNICAL HIGH SCHOOL" or its assigned representative.

WILLIAM M. DAVIES, JR. CAREER & TECHNICAL HIGH SCHOOL or its assigned representative will be providing construction project administration and inspection, will be in charge of the work, and will make all decisions in its own behalf.

INSTRUCTION TO BIDDERS

Notice to Bidders: Attention is directed to the fact that these instructions and bid forms are for the convenience of prospective bidders.

Bid Form: Bids shall be submitted on and in accordance with the forms provided. All blanks shall be filled in by typewriter or manually in ink.

Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the bid. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bid for possible error. Errors discovered after the opening cannot be corrected and the bidder will be required to perform if their bid is accepted.

All requested alternates shall be bid. Bidder shall make no additional stipulations on the bid form nor qualify his bid in any other manner.

Each copy of bid shall include the legal name of the bidder and a statement whether the bidder is sole proprietor, a partnership, a corporation, or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the bidder to a contract. A bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind bidder.

Examination of Site: Each bidder, whenever possible, shall visit the site of the proposed work and fully acquaint himself with conditions as they exist so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under his Contract. Bidders shall also thoroughly examine and be familiar with the specifications. The failure of any bidder to review or examine any instrument or document, or to visit the site and acquaint himself with existing conditions, shall in no way relieve any bidder from any obligation with respect for his bid.

Questions: Bidders shall promptly notify the Rhode Island Department of Administration, Division of Purchasing of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

Interpretations: No oral interpretations will be made to any bidder as to the meaning of the bid documents. Every interpretation made to a bidder will be in the form of an addendum to the bid documents.

Addenda: Addenda will be posted on the Rhode Island Department of Administration, Division of Purchasing website.

No Addenda will be issued later than five (5) working days prior to the date for receipt of bids except an Addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids. Each bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his bid.

All such addenda shall become part of the contract documents. Failure of the Project Coordinators to send or any bidder to receive any such interpretation shall not relieve the bidder from any obligation under his bid as submitted.

Estimated Quantities: The Contractor is advised to conduct his own quantity take-off in preparing his bid. The Contractor is advised to inspect the site and undertake, at his own expense, all investigations necessary to enable him to accurately prepare his bid.

Submission of Bids: The bidder shall submit the bid and any other documents required to be submitted with the Bid in a sealed envelope. The envelope shall be addressed to the Rhode Island Department of Administration, Division of Purchasing, One Capitol Hill, Suite 201, Providence, RI 02908 and shall be identified with the Project name, the date and time of the bid opening and the bidder's name and address. Oral or telephonic bids are invalid and will not receive consideration. Additionally, FAXED or EMAIL proposals will not be accepted.

Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids. Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise. Bidders shall secure correct information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened; and, so far as practicable, make due allowances for possible delays.

Alternative Bids: Alternative bids will not be considered unless called for by the Awarding Authority.

Receipt of Bids: Sealed bids will be received and date stamped in the office of the Rhode Island Department of Administration, Division of Purchasing, until _____, _____. Bids received before the time established for Receipt of Bids will be securely kept unopened. No bid received after the time established for Receipt of Bids will be considered.

Lowest Responsible and Eligible Bidder: "Lowest Responsible and Eligible Bidder" shall mean the bidder whose bid is the lowest of those bidders, possessing skill, ability, and integrity necessary to the faithful performance of the work and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

In determining the "lowest responsible and eligible bidder," the following elements will be considered; Whether the bidder involved; (1) has previously failed to perform properly or to complete on time contracts of a similar nature; (2) is not in a position to perform the contract or has habitually and without just cause neglected the payment of bills or otherwise disregarded his

obligations to subcontractors, material men or employees; (3) maintains a permanent place of business; (4) has adequate plant equipment available to do the work properly and expeditiously; (5) has suitable financial resources to meet the obligations incident to the work; or (6) has appropriate technical experience.

Rejection of Bids: Rhode Island Department of Administration, Division of Purchasing reserves the right to reject any or all bids and in particular to reject a bid not accompanied by any data required by the Bidding Documents or a bid in any way incomplete or irregular, and to waive any informality or irregularity in the bids received, and to accept the proposal or parts thereof deemed to be most favorable to the best interest of WILLIAM M DAVIES, JR. CAREER & TECHNICAL HIGH SCHOOL.

Award of Contract: Rhode Island Department of Administration, Division of Purchasing will be the Awarding Authority and will award this Contract to the lowest responsible and eligible bidder on the basis of lowest qualified evaluated bids.

Contract Security: The successful bidder shall furnish a Contract Bond in an amount equal to One Hundred Percent (100%) of the contract price as a guarantee for the faithful performance of the contract and for the payment of all persons performing labor on the project and for furnishing materials, equipment and all other incidentals in connection with the contract. WILLIAM M DAVIES, JR. CAREER & TECHNICAL HIGH SCHOOL shall approve the form of the Contract Bond. The Contract Bond shall be provided by a surety that is acceptable to WILLIAM M DAVIES, JR. CAREER & TECHNICAL HIGH SCHOOL and listed in the Federal Register as issued by the Department of Treasury, Department Circular 570, latest edition, as well as being licensed in the State of Rhode Island to provide surety.

The Contract Bond shall include the guarantee to maintain all portions of the work under the Contract for a period of one year from the date of acceptance of the work and to repair or replace any work caused by defects of materials or workmanship.

Execution of Contract: Rhode Island Department of Administration, Division of Purchasing will notify the successful Bidder of a Notice of Tentative Award indicating the conditional intention to award the Contract and instruct the successful Bidder to arrange for the execution of the Contract Agreement and Contract Bond and for the delivery of the Certificates of Insurance. The successful Bidder shall execute and deliver the Contract Agreement, the Contract Bond, and the required Certificates of Insurance within twenty one days, excluding Saturdays, Sundays, and legal holidays.

WILLIAM M DAVIES CAREER & TECHNICAL HIGH SCHOOL (State of Rhode Island) and the successful Bidder may mutually agree to extend the Contract Execution.

PROPOSAL

BID FORM

The undersigned bidder has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work, has carefully examined plans, the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, Amended August 2013, Compilation of Approved Specifications January 2011, Compilation of Approved Specifications May 2011, Compilation of Approved Specifications December 2011, Compilation of Approved Specifications April 2012, Compilation of Approved Specifications August 2013,, and supplements to date of contract, which are acknowledged to be a part of this proposal, the special provisions, the bid form, the form of contract agreement, and the form of contract bond, and thoroughly understands their stipulations, requirements and provisions.

The undersigned bidder has determined the quality and quantity of equipment and materials required, has investigated the location and determined the sources of supply of materials required, has investigated labor conditions, and has arranged for the continuous prosecution of the work herein described.

The undersigned bidder hereby agrees to be bound by the award of the contract and if awarded the contract on this Proposal to execute within five (5) days after notice of award the required contract agreement and the required contract bond, of which contract this Proposal, the plans for the work, and the specifications as above indicated, shall be a part.

The undersigned bidder further agrees to provide all necessary equipment, tools, labor, incidentals and other means of construction to do all the work and furnish all materials of the specified requirements which are necessary to complete the work in accordance with the proposal, the plans and the specifications and agrees to accept therefore, as payment in full, the unit prices for the various items described in the specifications and set forth in the Proposal. Any "extra" or "force account work" will be paid for as set forth in Subsection 12.109.04, differing site conditions, changes, extra work and force account work, of the Rhode Island Department of Administration, Division of Purchasing, Procurement Regulations, Section 12, Rhode Island Department of Transportation Projects and the undersigned bidder hereby agrees to accept payment therefore as stated therein.

The bidder understands that the quantities of work shown herein are approximate only and are subject to increase or decrease and agrees that all quantities of work, whether increased or decreased are to be performed at the unit prices stated in the following estimate of quantities and schedule of prices for the work described, subject however, to stipulations in Subsection 12.104.02, changes in the contract, of the Rhode Island Department of Administration, Division of Purchasing, Procurement Regulations, Section 12, Rhode Island Department of Transportation Projects.

All items in the Proposal must have a unit bid price in words and figures. All unit bid prices must be extended. Bids will not be accepted if they contain no unit price for an item or if they contain zero in words and figures as the unit price bid. In case of a discrepancy between the bid price in figures and the bid price in words, the bid price in words shall govern.

Proposal Items
PAVEMENT RESURFACING PROJECT

The Bidder shall include a Lump Sum bid price for the Pavement Resurfacing Project. The Bid shall be valid for 60 working days from the date of Receipt of Bids.

Note: The LUMP SUM BID PRICE must be written in words and figures.

BASE BID

No.	Quantity	Description	Unit	Amount
001	1	Pavement Resurfacing Project	LS	\$405,395.00

BASE BID TOTAL IS	Four Hundred Five Thousand Three Hundred Ninety Five Dollars, No Cents	(in words)
		\$ 405,395.00
		(in figures)

COST AND QUANTITY BREAKDOWN

In order to properly evaluate the Proposal, provide the following information. The Scope of Work to be awarded will not be influenced by the cost and quantity information requested here.

1. COST BREAKDOWN

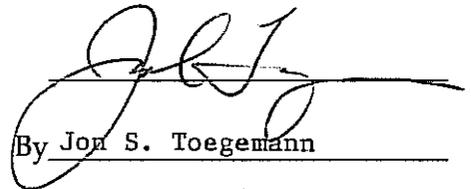
Total Cost of Mobilization	<u>\$ 5,000.00</u>
Total Cost of Erosion Control	<u>\$ 3,200.00</u>
Total Cost of Earthwork	<u>\$ 71,630.00</u>
Total Cost of Pavement	<u>\$ 257,188.00</u>
Total Cost of Traffic Control	<u>\$ 5,000.00</u>
Total Cost of Landscape Restoration	<u>\$ 28,800.00</u>
Total Cost of Striping and Signage	<u>\$ 29,577.00</u>
Total Cost of Subconsultants	<u>\$ 5,000.00</u>
Total Bid	<u>\$ 405,395.00</u>

Total Estimated On-Site Manhours : 900

The undersigned bidder declares that this Proposal is made without connection with any other person or persons making proposals for the same work, and is in all respects fair and without collusion or fraud. The undersigned bidder further agrees, if awarded the contract on this proposal to begin work within ten (10) calendar days after the date of execution of the contract unless otherwise specified under special provisions or permitted by the William M. Davies Technical High School, and further agrees to complete the work on or before August 28th, 2014.

Bid of Narragansett Improvement Company, doing business
as a Corporation

indicate which; (a Corporation) (a joint venture) (an individual) (a partnership) hereinafter called the "Bidder", organized and existing under the laws of the State of Rhode Island; to the William M. Davies Technical High School and located in the Town of Lincoln in the State of Rhode Island.
Respectfully submitted,


By Jon S. Toegemann

Title V. Pres. Date 9/17/14

Business Address: 223 Allens Avenue

Providence, RI 02903

* Insert official name of Bidder.
If a Corporation, affix Corporate Seal