

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

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFPNumber:** 7548984A1  
**Bid/RFP Title:** COMMAND READINESS CENTER/SCHOFIELD ARMORY SITE CONSTRUCTION/RE-DESIGN-ADD. 1 (13 PGS & ZIP FILE)  
**Opening Date & Time:** 9/22/2014 10:30 AM  
**RIVIP Vendor ID #:** 18733  
**Vendor Name:** Digregorio, Inc.  
**Address:** 23 Business Park Drive  
Smithfield , RI 02917  
USA  
**Telephone:** (401) 232-5550  
**Fax:** (401) 232-5848  
**E-Mail:** digregcorp@aol.com  
**Contact Person:** Enrico Digregorio  
**Title:** President  
**R.I. Foreign Corp #:**

**NOTICE TO VENDORS**

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at [www.purchasing.ri.gov](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".
- Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 12. I/we certify that the above vendor information is correct and complete.



# BID BOND

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

**CONTRACTOR:**

(Name, legal status and address)

DIGREGORIO, INC.  
23 BUSINESS PARK DRIVE  
SMITHFIELD, RI 02917

**SURETY:**

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
ONE BALA PLAZA, SUITE 100  
BALA CYNWYD, PA 19004-1403

**OWNER:**

(Name, legal status and address)

STATE OF RHODE ISLAND, DEPARTMENT OF ADMINISTRATION  
DIVISION OF PURCHASES  
ONE CAPITOL HILL  
PROVIDENCE, RI 02908

**BOND AMOUNT:** \$ FIVE PERCENT (5%) OF THE ATTACHED BID DOLLARS

**PROJECT:** 7548984

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

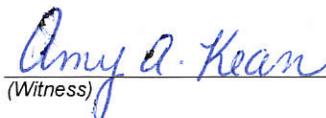
COMMAND READINESS CENTER / SCHOFIELD ARMORY SITE CONSTRUCTION / RE-DESIGN  
CRANSTON, RI

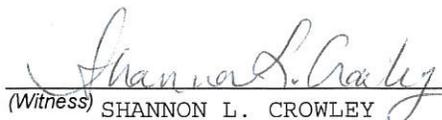
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

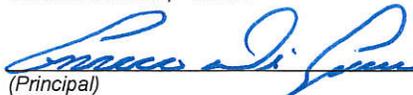
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements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

Signed and sealed this 22nd day of September, 2014.

  
(Witness)

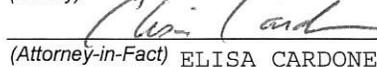
  
(Witness) SHANNON L. CROWLEY

DIGREGORIO, INC.

  
(Principal) (Seal)

ENRICO DIGREGORIO, PRESIDENT  
(Title)

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
(Surety) (Seal)

  
(Attorney-in-Fact) ELISA CARDONE

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Brian M. Rossi; Christopher A. Iannotti and Elisa Cardone OF THE CITY OF EAST GREENWICH, STATE OF RHODE ISLAND.**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

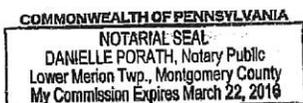
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22<sup>ND</sup> day of SEPTEMBER 2014.



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Solicitation #:7548984

Solicitation Title: COMMAND READINESS CENTER/SCHOFIELD  
ARMORY SITE CONSTRUCTION-RE-DESIGN

**BID FORM (REVISED 9-16-14)**

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

Bidder: DiGregorio, inc.  
\_\_\_\_\_  
Legal name of entity  
23 Business Park Drive, Smithfield, RI 02917  
\_\_\_\_\_  
Address (street/city/state/zip)  
Arthur Scothon ascothon@digregoriocorp.com  
\_\_\_\_\_  
Contact name Contact email  
401-232-1400 401-232-5848  
\_\_\_\_\_  
Contact telephone Contact fax

**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*):

\$ 1,314,000.00

(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

One Million Three Hundred Fourteen Thousand Dollars and Zero Cents

(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

• **Allowances**

The Base Bid Price ***includes*** the costs for the following Allowances:

No. 1: Quantities and Payment of Unanticipated Unsuitable Soils:

a. The Contractor shall carry in the Base Bid for 100 cubic yards for removal of unanticipated unsuitable materials and replacement with compacted in place, as directed herein. The Base Bid shall cover all costs related to such excavation, removal off site, and replacement with compacted fill of approved material, overhead, and profit. No amount other than that herein specified will be paid by the Owner for excavation herein defined.

i. If the total quantity of unanticipated unsuitable materials and its replacement with compacted fill exceeds the amount included in the Contract as

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ARMORY SITE CONSTRUCTION-RE-DESIGN

listed above, the Owner shall pay the excess excavation and replacement at the unit price of \$30.00 per cubic yard.

ii. If the total quantity of unanticipated unsuitable material and its replacement with compacted fill is less than the amount included in the contract as listed above, the contract sum will be decreased by the difference in excavation and its replacement multiplied by the unit price of \$27.00 per cubic yard.

No. 2: Quantities and Payment of Rock Excavation:

a. The Contractor shall include in his base bid 100 cubic yards of Bulk Excavation rock and its removal from site.

i. If the total amount of rock within bulk excavation exceeds the amount included in the Contract hereinabove, the Owner shall pay for the excess amount of rock within bulk excavation at the Unit Price of \$120.00 per cubic yard.

ii. If the total amount of rock within bulk excavation is less than the amount included in the Contract hereinabove, the Contract sum will be decreased by the difference in amount multiplied by Unit Price of \$108.00 cubic yard.

b. The Contractor shall include in his base bid 100 cubic yards of trench rock and its removal from site.

i. If the total amount of trench rock exceeds the amount included in the Contract hereinabove, the Owner shall pay for the excess amount of trench rock at the Unit Price of \$200.00 per cubic yard.

ii. If the total amount of trench rock is less than the amount included in the Contract hereinabove, the Contract sum will be decreased by the difference in trench rock multiplied by the Unit Price of \$180.00 per cubic yard.

**Bonds**

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

• **Addenda**

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: 9/16/14

Addendum No. 2 dated: \_\_\_\_\_

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ARMORY SITE CONSTRUCTION-RE-DESIGN

Addendum No. 3 dated: \_\_\_\_\_

Addendum No. 4 dated: \_\_\_\_\_

Addendum No. 5 dated: \_\_\_\_\_

Addendum No. 6 dated: \_\_\_\_\_

2. **ALTERNATES** (*Additions/Subtractions to Base Bid Price*)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase or reduce the Base Bid Price by the amount set forth below for each Alternate selected.

Check "Add" or "Subtract."

X  Add   Subtract Alternate No. 1: Contractor shall design, furnish, and install one (1) factory built, factory delivered, above-ground guard booth mounted on the existing cast-in-place structural concrete base and shall provide all necessary internal supports, controls, utility connections, and other necessary appurtenances.

The building shall be in accordance with Section 13 34 23 of the Contract Specifications for the Pre-fabricated Steel Guard Building.

\$ 49,500.00

(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

Forty Nine Thousand Five Hundred Dollars and Zero Cents

(amount *in words* printed electronically, typed, or handwritten legibly in ink)

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ARMORY SITE CONSTRUCTION-RE-DESIGN

Add  Subtract Alternate No. 2: Contractor shall install a new entrance sign with associated shrubs and landscaped area as depicted on the Bioretention Area 3 & Sign Detail Plan, Sheet L1.1.

Sign shall be installed in accordance with the provided detail and shop drawings shall be submitted to the owner prior to any purchasing or construction. The sign legend, font and size shall be determined during the review of the shop drawings. The sign material shall be 3'x8' reinforced redwood panel, double sided, or an approved equal. Samples shall be submitted to the owner for approval to determine the background color. The contractor shall coordinate the 15" diameter logos to be installed on the stone columns with the owner.

The sign support shall be constructed as a 2'x2' stone column. The columns shall be furnished with angular cut stone in random sizes not to exceed 12"x18" and shall be face laid with tight recessed mortar joints and a flat face finish. Shop drawings shall be submitted to the owner and architect for both the stone finish and all hardware required for connections to the columns. The stone columns shall be connected to a concrete footing with a depth of 3'-6" reinforced with #4 bars at 12" on center.

The shrubs, flowers and landscaped area shall be installed by a qualified landscape contractor in the location depicted on the plans. Shrubs and other plantings shall be planted in accordance with the drawings and specifications. The Contractor shall be responsible to water the shrubs and flowers as required for the duration of the project. Following completion of the project, watering shall be the responsibility of the Owner. The Contractor is responsible to provide new vegetation within the limit of disturbance as depicted on the landscape plan.

\$ 15,000.00

(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

Fifteen Thousand Dollars and Zero Cents

(amount *in words* printed electronically, typed, or handwritten legibly in ink)

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3. 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.

Remove and Replace 8" Drain Pipe - Unit Price No. 1:

\$ 100.00  
(per linear foot) (amount in *figures* printed)  
One Hundred Dollars and Zero Cents  
(per linear foot) (amount in *words* printed)

Contractor shall provide a unit price to remove and replace 8" drain pipe with new 8" drain pipe. All removal and disposal of pipe shall be done in accordance with Section 31 11 00 of the Contract Specifications for Site Preparation. All replacement of damaged pipe shall comply with Section 33 40 00 Storm Drainage. All pipe segments replace shall be done using corrugated double wall (smooth interior) HDPE pipe. As required within the specifications, shop drawings shall be submitted for pipe materials. It shall be the Contractor's responsibility to maintain existing inverts where pipe segments are to be replaced.

Remove and Replace 10" Drain Pipe - Unit Price No. 2:

\$ 100.00  
(per linear foot) (amount in *figures* printed)  
One Hundred Dollars and Zero Cents  
(per linear foot) (amount in *words* printed)

Contractor shall provide a unit price to remove and replace 10" drain pipe with new 10" drain pipe. All removal and disposal of pipe shall be done in accordance with Section 31 11 00 of the Contract Specifications for Site Preparation. All replacement of damaged pipe shall comply with Section 33 40 00 Storm Drainage. All pipe segments replace shall be done using corrugated double wall (smooth interior) HDPE pipe. As required within the specifications, shop drawings shall be submitted for pipe materials. It shall be the Contractor's responsibility to maintain existing inverts where pipe segments are to be replaced.

Solicitation #:7548984  
Solicitation Title: COMMAND READINESS CENTER/SCHOFIELD  
ARMORY SITE CONSTRUCTION-RE-DESIGN

4. CONTRACT TIME

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

- Start of construction: Within 7 days of issuance of Purchase Order
- Substantial completion: September 30, 2015
- Final completion: September 30, 2015

5. LIQUIDATED DAMAGES

There are no Liquidated Damages under this Contract.

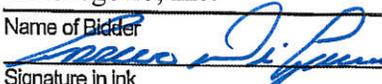
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This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

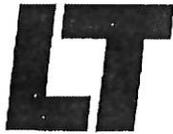
If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and 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: 9/22/14

DiGregorio, Inc.  
Name of Bidder  
  
Signature in Ink  
Enrico DiGregorio, President  
Printed name and title of person signing on behalf of Bidder  
# 17344  
Bidder's Contractor Registration Number



RI Department of Labor and Training  
 Workforce Regulation and Safety Division  
 Professional Regulation - Prevailing Wage

General Contractor Apprenticeship Certification Form

This form MUST be completed and submitted at the time of bidding and is available on the Department of Labor and Training's Website at [www.dlt.ri.gov](http://www.dlt.ri.gov), under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

**Bid/RFP Number:** 7548984

**Bid/RFP Title:** Command Readiness Center/Schofield Armory Site Construction-Re-Design

**RIVIP Vendor ID#:** 18733

**Vendor Name:** DiGregorio, Inc.

**Address:** 23 Business Park Drive, Smithfield, RI 02917

**Telephone:** 401-232-1400

**Fax:** 401-232-5848

**E-Mail:** ascothon@digregoriocorp.com

**Contact Person and Title:** Arthur Scothon, Estimator  
 DiGregorio, Inc.

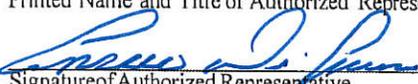
23 Business Park Drive, Smithfield, RI 02917 (Company Name & Address) (hereafter

"bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13- 3.1 because bidder meets one of the following qualifications (check):

- A.  Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);
- B.  Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);

- C.  Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D.  Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E.  Bidder will not perform work on the awarded contract except through subcontractors (non performance);
- F.  Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

Enrico DiGregorio, President  
Printed Name and Title of Authorized Representative

  
Signature of Authorized Representative

9/22/14  
Date



**LOCAL 57**

**APPRENTICESHIP & SKILL IMPROVEMENT PROGRAM**

141 GANO STREET, PROVIDENCE, RHODE ISLAND 02906 • (401) 421-7298 • FAX 621-9087

Trustees.

James J. White  
Timothy E. Quillen  
Stephen A. Cardi  
Brod Bilodeau

Administrator

Christopher Trembl



August 6, 2013

To whom it may concern.

Please be advised that Digregorio Corporation does support and actively participate in Local 57's Apprenticeship Program. The following is a description of our training program.

The Apprentices of The Operating Engineers Local 57 shall serve 3 years with a minimum of six thousand (6000) hours OJT (On-the-job-training) which shall consist of six (6) one thousand (1000) hour periods of reasonably continuous employment during such term, exclusive of time spent in related instruction, but which shall include the probationary period of one thousand (1000) hours.

During the 3 year period each apprentice will attend a minimum of 144 hours of technical classroom training in subjects regarding their craft. Each apprentice will also attend an additional 240 hours of hands-on training at our Training Center.

An apprentice may be raised to Journeyman status after serving (His or Her) 3 years along with a minimum of six thousand (6000) hours of work experience.

The Operating Engineers Local 57 Apprenticeship Program is registered with the State of Rhode Island as Program # 869. This program adheres to all rules and regulations set forth by the Rhode Island State Apprenticeship Council.

Please feel free to contact me with any question or concerns.

Regards,

Christopher Trembl  
Administrator

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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06	1480073
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NAME DiGregorio, Inc.

ADDRESS 23 Business Park Drive

(REMITTANCE ADDRESS, IF DIFFERENT) \_\_\_\_\_

CITY, STATE AND ZIP CODE Smithfield, RI 02917

CERTIFICATION: Under penalties of perjury, I certify that:

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

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

PLEASE SIGN HERE

SIGNATURE  TITLE President DATE 9/22/14 TEL NO. 401-232-1400

BUSINESS DESIGNATION:

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

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

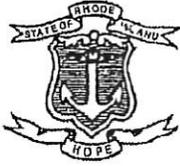
ADDRESS, CITY, STATE AND ZIP CODE: Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

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

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

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

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



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of 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

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

TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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

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

Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

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

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

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1511 Pontiac Avenue  
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Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

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

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

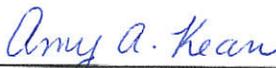
CERTIFICATION

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

By: 

Title: President

Subscribed and sworn before me this 22 day of Sept, 2014

  
Notary Public  
My commission expires: 3-18-17

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TTY via RI Relay 711*