

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we D'Ambra Construction Co., Inc.
800 Jefferson Blvd., Warwick, RI 02888
as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183
a corporation duly organized under the laws of State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto
State of Rhode Island and Providence Plantations
One Capitol Hill, Providence, RI 02908
as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid Dollars (\$ 5%),

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

Solicitation No. 7550029 Asphalt Paving Maintenance Master Price Agreement #381

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 hereof, 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 30th of November , 2015 .

[Signature]
(Witness)

D'Ambra Construction Co., Inc.
(Principal) (Seal)

BY: [Signature]
(Title)

Travelers Casualty and Surety Company of America
(Surety)

[Signature]
(Witness)

BY: Shelly Andrade
(Title) Attorney-in-Fact





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: D'Ambra Construction Co., Inc.

OR

Project Description: Solicitation No. 7550029 Asphalt Paving
Maintenance Master Price Agreement #381

Obligee: State of Rhode Island and Providence Plantations

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Shelly Andrade of the City of East Greenwich, State of RI, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of September, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Signature of Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 10th day of September, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2016.



Signature of Marie C. Tetreault
Marie C. Tetreault, Notary Public

State of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases

RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - BIDDER INFORMATION

Bidder must be registered as a vendor on the RIVIP system at www.purchasing.ri.gov to submit a bid proposal.

Solicitation Number: 7550029
Solicitation Title: ASPHALT PAVING MAINTENANCE (MPA-381) (26 PGS)

**Bid Proposal Submission
Deadline Date & Time:** 11/30/2015 10:30 AM

RIVIP Vendor ID #: 1943
Bidder Name: D'Ambra Construction Co., Inc.
Address: 800 Jefferson Blvd
Warwick , RI 02886-2275
USA

Telephone: (401) 737-1300
Fax: (401) 732-4725
Contact Name: Lee Taylor
Contact Title: Vp
Contact Email: ltaylor@d-ambra.com

SECTION 2 —DISCLOSURES

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder.

- N 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

- 7
4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.
 5. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

Disclosure details (continue on additional sheet if necessary):

MICHAEL	V	D'AMBRA	PRESIDENT
MICHAEL	D	D'AMBRA	VICE PRESIDENT

SECTION 3 —CERTIFICATIONS

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

THE BIDDER CERTIFIES THAT:

- Y 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- Y 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
- Y 3. The Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.
- Y 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- Y 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.
- Y 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- Y 7. 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 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.



Request for Quote

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

CREATION DATE : 04-NOV-15
 BID NUMBER: 7550029
 TITLE: MPA -381 ASPHALT PAVING MAINTENANCE

BLANKET START : 01-DEC-15
 BLANKET END : 30-NOV-17
 BID CLOSING DATE AND TIME: 30-NOV-2015 10:30:00

BUYER: Hill, Lisa
 PHONE #: 401-574-8118

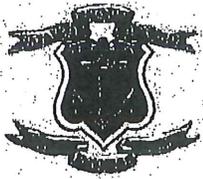
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Requisition Number:

Line	Description	Quantity	Unit	Unit Price	Total
1	<p>QUESTIONS CONCERNING THIS SOLICITATION MAY BE ADDRESSED TO LISA HILL AT LISA.HILL@PURCHASING.RI.GOV NO LATER THAN NOVEMBER 23, 2015 AT 4:00 P.M. QUESTIONS CONCERNING THIS SOLICITATION MUST BE RECEIVED BY THE DIVISION OF PURCHASES AT (LISA.HILL@PURCHASING.RI.GOV) NO LATER THAN FRIDAY, NOVEMBER 20, 2015.</p> <p>BITUMINOUS MATERIAL SHALL BE APPLIED ONLY WHEN TEMPERATURE IS ABOVE FORTY (40) DEGREES. THE SECOND COURSE SHALL BE APPLIED AS SOON AS THE FIRST COURSE HAS RESIDUAL TEMPERATURE. EDGES WILL BE DRESSED AS NECESSARY TO ACHIEVE A SMOOTH TRANSITION TO ADJOINING SURFACES AND CONSISTENT WITH CONDITIONS PRIOR TO WORK BEING PERFORMED. CARE WILL BE TAKEN TO AVOID THE CREATION OF TRIP HAZARDS. WHERE BERM IS INSTALLED, SUFFICIENT FILL AND/OR LOAM BACKING WILL BE PLACED TO PREVENT BERM FROM BEING DISPLACED BY SNOW PLOWS. WORK SITE AND ADJOINING AREAS WILL BE CLEANED DAILY (MINIMALLY) AND KEPT FREE OF HAZARDS. FINAL CLEAN UP AND RESTORATION OF ANY PROPERTY DISTURBED WILL OCCUR NO LATER THAN TEN(10) CALENDAR DAYS AFTER PAVING HAS BEEN INSTALLED AND PRIOR TO THE SUBMITTAL FOR ACCEPTANCE OF WORK.</p> <p>THE STATE SHALL RESERVE THE RIGHT TO MAKE ONE OR MULTIPLE AWARDS FOR THIS REQUIREMENT AND/OR TO REJECT ANY OR ALL BIDS.</p> <p>MPA-381 12/1/2015 - 11/30/2016 PAVEMENT REMOVAL, INCLUDING SAW CUTTING, DISPOSAL OFF STIE AND ALL/ANY RELATED EQUIPMENT AND LABOR COSTS PER SQUARE FOOT</p>	1.00	Square Foot	50-	50-
2	MPA-381 12/1/2016 - 11/30/2017 PAVEMENT REMOVAL,	1.00	Square		

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



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Requisition Number:

Line	Description	Quantity	Unit	Unit Price	Total
	INCLUDING SAW CUTTING, DISPOSAL OFF STIE AND ALL/ANY RELATED EQUIPMENT AND LABOR COSTS PER SQUARE FOOT		Foot	\$ 55 -	\$ 55 -
4	MPA-381 12/1/2015 - 11/30/2016 DIG OUT AND DISPOSAL OF INAPPROPRIATE SUB BASE MATERIAL, INCLUDING ALL/ANY RELATED EQUIPMENT AND LABOR COSTS, PER CUBIC YARD	1.00	Cubic Yard	\$ 50 -	\$ 50 -
5	MPA-381 12/1/2016 - 11/30/2017 DIG OUT AND DISPOSAL OF INAPPROPRIATE SUB BASE MATERIAL, INCLUDING ALL/ANY RELATED EQUIPMENT AND LABOR COSTS, PER CUBIC YARD	1.00	Cubic Yard	\$ 55 -	\$ 55 -
7	MPA-381 12/1/2015 - 11/30/2016 FURNISH, GRADE AND COMPACT SUB BASE MATERIAL, INCLUDING MATERIAL AND ALL/ANY RELATED EQUIPMENT AND LABOR COSTS, PER CUBIC YARD	1.00	Cubic Yard	\$ 60 -	\$ 60 -
8	MPA-381 12/1/2016 - 11/30/2017 FURNISH, GRADE AND COMPACT SUB BASE MATERIAL, INCLUDING MATERIAL AND ALL/ANY RELATED EQUIPMENT AND LABOR COSTS, PER CUBIC YARD	1.00	Cubic Yard	\$ 65 -	\$ 65 -
10	MPA-381 12/1/2015 - 11/30/2016 DELIVER, GRADE AND COMPACT BITUMINOUS MATERIAL, INCLUDING ALL/ANY RELATED EQUIPMENT AND LABOR COST, EXCLUSIVE OF THE COST OF THE BITUMINOUS MATERIAL WHICH WILL BE PRICED SEPARATELY UNDER THE MATERIAL SECTION, PER TON	1.00	Ton	\$ 200 -	\$ 200 -
11	MPA-381 12/1/2016 - 11/30/2017 DELIVER, GRADE AND COMPACT BITUMINOUS MATERIAL, INCLUDING ALL/ANY RELATED EQUIPMENT AND LABOR COST, EXCLUSIVE OF THE COST OF THE BITUMINOUS MATERIAL WHICH WILL BE PRICED SEPARATELY UNDER THE MATERIAL SECTION, PER TON	1.00	Ton	\$ 210 -	\$ 210 -
13	MPA-381 12/1/2015 - 11/30/2016 FURNISH SCREENED LOAM, GRADE, SEED AND FERTILIZE, INCLUDING ANY/ALL RELATED EQUIPMENT AND LABOR COSTS PER CUBIC YARD	1.00	Cubic Yard	\$ 60 -	\$ 60 -
14	MPA-381 12/1/2016 - 11/30/2017 FURNISH SCREENED LOAM, GRADE, SEED AND FERTILIZE, INCLUDING ANY/ALL RELATED EQUIPMENT AND LABOR COSTS PER CUBIC YARD	1.00	Cubic Yard	\$ 65 -	\$ 65 -
16	MPA-381 12/1/2015 - 11/30/2016 BERM, INSTALLED, PER LINEAR FOOT, NOTE: THIS PRICE SHOULD INCLUDE LABOR AND EQUIPMENT ONLY, EXCLUSIVE OF THE COST OF THE BITUMINOUS MATERIAL WHICH WILL BE PRICED SEPARATELY UNDER THE MATERIAL SECTION	1.00	Linear Foot	\$ 20 -	\$ 20 -

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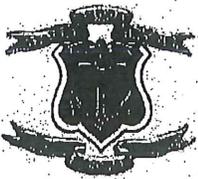
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Requisition Number:

Line	Description	Quantity	Unit	Unit Price	Total
17	MPA-381 12/1/2016 - 11/30/2017 BERM, INSTALLED, PER LINEAR FOOT, NOTE: THIS PRICE SHOULD INCLUDE LABOR AND EQUIPMENT ONLY, EXCLUSIVE OF THE COST OF THE BITUMINOUS MATERIAL WHICH WILL BE PRICED SEPARATELY UNDER THE MATERIAL SECTION RELATED NON PAVING EFFORTS LISTED BELOW:	1.00	Linear Foot		
				\$ 25 -	\$ 25 -
19	MPA-381 12/1/2015 - 11/30/2016 TEN WHEEL DUMP TRUCK 56,000 GVW W/OPERATOR, PER HOUR ON SITE	1.00	Hour	\$ 200 -	\$ 200 -
20	MPA-381 12/1/2016 - 11/30/2017 TEN WHEEL DUMP TRUCK 56,000 GVW W/OPERATOR, PER HOUR ON SITE	1.00	Hour	\$ 210 -	\$ 210 -
22	MPA-381 12/1/2015 - 11/30/2016 EXCAVATOR WITH 1 1/4 YD. BUCKET W/OPERATOR, PER HOUR ON SITE	1.00	Hour	\$ 400 -	\$ 400 -
23	MPA-381 12/1/2016 - 11/30/2017 EXCAVATOR WITH 1 1/4 YD. BUCKET W/OPERATOR, PER HOUR ON SITE	1.00	Hour	\$ 410 -	\$ 410 -
25	MPA-381 12/1/2015 - 11/30/2016 BACK HOE WITH 1 1/4 YD. BUCKET W/OPERATOR PER HOUR ON SITE	1.00	Hour	\$ 300 -	\$ 300 -
26	MPA-381 12/1/2016 - 11/30/2017 BACK HOE WITH 1 1/4 YD. BUCKET W/OPERATOR PER HOUR ON SITE	1.00	Hour	\$ 310 -	\$ 310 -
28	MPA-381 12/1/2015 - 11/30/2016 LABORER/ASPHALT RAKER, EXCLUSIVE OF OTHER ACTIVITIES REQUIRING LABOR, PER HOUR ON SITE	1.00	Hour	\$ 160 -	\$ 160 -
29	MPA-381 12/1/2016 - 11/30/2017 LABORER/ASPHALT RAKER, EXCLUSIVE OF OTHER ACTIVITIES REQUIRING LABOR, PER HOUR ON SITE	1.00	Hour	\$ 165	\$ 165 -
31	MPA-381 12/1/2015 - 11/30/2016 LABORER SUPERVISOR, EXCLUSIVE OF OTHER ACTIVITIES REQUIRING LABOR, PER HOUR ON SITE	1.00	Hour	\$ 300 -	\$ 300 -
32	MPA-381 12/1/2016 - 11/30/2017 LABORER SUPERVISOR, EXCLUSIVE OF OTHER ACTIVITIES REQUIRING LABOR, PER HOUR ON SITE		Hour	\$ 310 -	\$ 310 -
34	MPA-381 12/1/2015 - 11/30/2016 SAW CUTTING, INCLUDING LABOR AND EQUIPMENT PER LINEAR FOOT	1.00	Linear Foot	\$ 20 -	\$ 20 -

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Requisition Number:

Line	Description	Quantity	Unit	Unit Price	Total
35	MPA-381 12/1/2016 - 11/30/2017 SAW CUTTING, INCLUDING LABOR AND EQUIPMENT PER LINEAR FOOT DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY DISCOUNT FROM MANUFACTURER'S LIST PRICE FOR MATERIAL AND ITEMS NOT MENTIONED. <u>0</u> .%	1.00	Linear Foot	\$25 -	\$25 -

Delivery: JOB SITE

Terms of Payment: 30 DAYS

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State of Rhode Island Department of Administration
Division of Purchases

REVISED
November 20, 2013

NOTICE TO VENDORS

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.**

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

BidNumber_DateofBid_VendorName_VendorID.pdf

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

Example: 7543210_11-08-2013_OceanStateCompanyInc_9867.pdf

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

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

For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11 accessible at www.purchasing.ri.gov



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 or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

An Equal Opportunity Employer/Program./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, 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 journeyman 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

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

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

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

CERTIFICATION

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

By: [Signature]

Title: EXEC VICE PRESIDENT

Subscribed and sworn before me this 27th day of Nov, 2015

[Signature: Ann Marie Rossi]
Notary Public
My commission expires: 8/25/17

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APPENDIX A

TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-5

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

APPENDIX B

TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-7

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

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

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

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

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

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

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

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

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.