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: 7550621  
Solicitation Title: WASHBURN HALL PARKING LOT RECONSTRUCTION (30 PGS)

Bid Proposal Submission  
Deadline Date & Time: 6/20/2016 10:30 AM

RIVIP Vendor ID #: 69696  
Bidder Name: Pawtucket Hot Mix Asphalt  
Address: 25 Concord Street

Pawtucket, RI 02860 USA  
Telephone: (401)722-4488  
Fax: (401)312-0992  
Contact Name: Peter Dickie  
Contact Title: Sales  
Contact Email: pete@pawtuckethma.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.

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.

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.

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.

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.

Disclosure details (continue on additional sheet if necessary):

SECTION 3 - OWNERSHIP DISCLOSURE

Bidders must provide all relevant information. Bid proposals submitted without a complete response may be deemed nonresponsive.

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; otherwise, complete ownership disclosure is required.

List each officer, director, manager, stockholder, member, partner, or other owner or principle 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.

DAVID WALSH  PRESIDENT

THOMAS WALSH  VICE-PRESIDENT

SECTION 4 - 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:

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.

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 and will maintain all required licenses during the term 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.

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.

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.

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.

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.

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.

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.

Certification details (continue on additional sheet if necessary):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Submission by the Bidder of a bid proposal pursuant to this solicitation constitutes an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation and the bid proposal. The Bidder certifies that: (1) the Bidder has reviewed this solicitation and agrees to comply with its terms and conditions; (2) the bid proposal is based on this solicitation; and (3) the information submitted in the bid proposal (including this Bidder Certification Cover Form) is accurate and complete. The Bidder acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Bidder pursuant to this solicitation and the bid proposal. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparation and contents of this bid proposal and has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

BIDDER

Date: June 20, 2016

Name of Bidder

Signature in ink

Printed name and title of person signing on behalf of Bidder
Date: June 20, 2016

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

Project: Washburn Hall Parking Lot Improvement
University of Rhode Island, Kingston Campus

Bidder: Pawtucket Hot Mix Asphalt Inc.
Legal name of entity
25 Concord St, Pawtucket, RI 02860
Address (street/city/state/zip)

Pete Dickie
Contact name
pete@pawtuckethmi.com
Contact email
(401) 722-4180 (401) 312-0512
Contact telephone Contact fax

1. BID
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 Addenda):
TWO HUNDRED SIXTEEN THOUSAND 00
NINE HUNDRED DOLLARS ($216,900)
(written, and numerically)

- We have included the specified Allowances from Section 01200 in Division 1 of the Specifications in the above Bid sum as follows:
Utility Allowance $20,000  
Testing Allowance $2,500  
Total Allowances $22,500

- We have included the required Bid security in the above Bid Sum. We have included 100% Payment and Performance Bonds in the above Bid Sum.
- We have included the original Bid and required additional “public copy” if required by Document 00210 – Supplemental Instructions to Bidders.
- We agree to comply with all requirements of RI General laws including those requiring prevailing wages and apprenticeship hours.
- We have completed the Bid Form provided below.
- We have provided a Price for the Alternate Bid.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Est. Quantity</th>
<th>Unit Price</th>
<th>Item Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Washburn Hall Parking Lot Improvements, Complete in Place</td>
<td>LS</td>
<td>N/A</td>
<td>N/A</td>
<td>$194,400</td>
</tr>
<tr>
<td></td>
<td>(Lump Sum written in words)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Allowance for Utilities</td>
<td>LS</td>
<td>N/A</td>
<td>N/A</td>
<td>$20,000.00</td>
</tr>
<tr>
<td></td>
<td>Twenty Thousand Dollars 00/100</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Lump Sum written in words)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Allowance for Testing</td>
<td>LS</td>
<td>N/A</td>
<td>N/A</td>
<td>$2,500.00</td>
</tr>
<tr>
<td></td>
<td>Two Thousand Five Hundred Dollars 00/100</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Lump Sum written in words)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BID $217,900

2. ALTERNATES
None

3. UNIT PRICES
None.
4. ACCEPTANCE
This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
If this bid is accepted by the Owner within the time period stated above, we will:
- Proceed under the Agreement, subject to compliance with required State regulatory agency
  approvals as described in the Bid Documents.
- Furnish the required bonds in compliance with amended provisions of the Instructions to
  Bidders.
- Commence work within seven days after receipt of a Purchase Order from URI Purchasing.
If this bid is accepted within the time stated, and we fail to commence the Work, or we fail to
provide the required Bonds, the security deposit shall be forfeited to the Owner by reason of our
failure, limited in amount to the lesser of the face value of the security deposit or the difference
between this bid and the bid upon which a Contract is signed.
In the event our bid is not accepted within the time stated above, the required security deposit shall
be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders;
unless a mutually satisfactory arrangement is made for its retention and validity for an extended
period of time.

5. CONTRACT TIME
If this Bid is accepted, we will achieve Substantial Completion of the Work within 120 days. In
addition, the following restrictions apply.

1. Construction work will not be permitted during the month of September 2016.
2. If work is started prior to the month of September, the roadway shall be made maintained
   and rideable during this period.
3. The 120 days includes the month of September 2016.

We have included all premium time or additional staffing required to accommodate this schedule.

6. LIQUIDATED DAMAGES
Time is of the Essence: If we fail to achieve certification of Substantial Completion at the
expiration of the agreed upon Contract Time indicated above, we acknowledge that we will be
assessed Liquidated Damages for each calendar day the project continues to be in default of
Substantial Completion, as follows:

$ 1,000 per calendar day.
7. REQUIREMENT FOR LICENSE NUMBER
In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for the work to be performed by this firm as prime contractor is:

LICENSE NUMBER: 37679.

8. ADDENDA
The following Addenda have been received.

Addendum No. 1, dated June 8, 2016
Addendum No. 2, dated June 9, 2016

The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

9. BID FORM SIGNATURE(S)

[Signature]

(Bidder's name)

By: [Signature]

Title: PRESIDENT

Corporate Seal:

END OF DOCUMENT
STATE OF RHODE ISLAND
FORM W-9 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.IN.)
Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

NAME

ADDRESS

CITY, STATE AND ZIP CODE

PAYMENT REMITTANCE ADDRESS, IF DIFFERENT FROM THE ADDRESS ABOVE

ADDRESS

CITY, STATE AND ZIP CODE

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 am exempt from backup withholding, or (B) 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 (C) the IRS has notified me that I am no longer subject to backup withholding.
(3) I am a U.S. citizen or other U.S. person (as defined by the IRS).

Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item (2) does not apply.

Please sign here and provide title, date and telephone number:

SIGNATURE

TITLE

DATE

TEL NO.

BUSINESS DESIGNATION:
Please Check One: Individual □ Corporation □ Trust/Estate □ Government/Nonprofit Corporation □ Partnership □ Medical Services Corporation □ Legal Services Corporation □ LLC Tax Classification: Single Member (Individual) □ Partnership □ Corporation □

TIPS:
NAME: Be sure to enter your full and correct legal name as shown on your income tax return for the SSN or EIN provided.
ADDRESS, CITY, STATE AND ZIP CODE: If you operate a business at more than one location, adhere to the following:
1) Same EIN 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 EIN for each different location -- submit a completed W-9 form for each EIN and location. (One year-end tax information return will be reported for each EIN and remittance address.)

Mail Completed Form To:
Supplier Coordinator
Purchasing Department
One Capitol Hill, 2nd Floor
Providence RI 02908

Or Email To: doa.pursuppliercoordinator@purchasing.ri.gov

For State Use Only:

IRS_____ RI SOS_____ FED_____ Other_______

RI Supplier # ___________ Approved ___________

Date Entered ___________ Entered By ___________

RIFANS Supplier Registration Package Page 1 of 1 09/15/2015
BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Pawtucket Hot Mix Asphalt Inc.
25 Concord Street, Pawtucket, Rhode Island 02860

as Principal, hereinafter called the Principal,

and the U.S. Specialty Insurance Company
of 601 S. Figueroa Street, Los Angeles, CA 90017

a corporation duly organized under
the laws of the State of Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto
State of Rhode Island Department of Administration Division of Purchases,
1 Capitol Hill, Providence, RI 02908

as Obligee, hereinafter called the Obligee,

in the sum of FIVE PERCENT OF AMOUNT BID

Dollars (5% OF BID), for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Washburn Hall Parking Lot Reconstruction Solicitation #7550621

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 20th day of June 2016

Pawtucket Hot Mix Asphalt Inc. (Seal)

Witness

Title

U.S. Specialty Insurance Company

Witness

By Oscar B. Johnson Attorney-in-Fact
POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY  TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY  U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the “Companies”), do by these presents make, constitute and appoint:

Oscar B. Johnson

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed $000,000,000.00 Dollars ($000,000,000.00). This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisos:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company’s liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and executed by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY  TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY  U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

By: Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

I, Kyo Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 20th day of December, 2014.

Corporate Seals

Bond No. 14312
Agency No. 14312

Kyo Lo, Assistant Secretary