

**THE UNIVERSITY  
OF RHODE  
ISLAND**

DIVISION OF  
ADMINISTRATION  
AND FINANCE

THINK BIG  WE DO™

PURCHASING DEPARTMENT  
210 Flagg Road, Kingston, RI 02881 USA p: 401.874.2171 f: 401.874.2306 [uri.edu/strategic-procurement/purchasing](http://uri.edu/strategic-procurement/purchasing)



**BID/PROPOSAL**

COMMODITY: Construction of New Lands & Grounds Paved Material Laydown Area DATE: 1/3/2025

FORMAL BID NO. \_\_\_\_\_ PUBLIC BID NO. 101447

BIDS ARE TO BE RECEIVED IN URI PURCHASING DEPARTMENT BY: DATE: 1/31/2025 TIME: 1:00 PM  
Eastern Time

BUYER: Andrea Boucher Digitally signed by Andrea Boucher Date: 2024.12.19 11:53:20 -05'00' IF SURETY REQUIRED: YES: X NO: \_\_\_\_\_

PRE-BID/PROPOSAL CONFERENCE: DATE: 1/10/2025 TIME: 10:00 AM

LOCATION: MANDATORY: YES: \_\_\_\_\_ NO: X  
Sherman Building - Office of Capital Projects, 60 Tootell Road  
Kingston, RI  
02881

Questions concerning this solicitation must be received by: DATE: 1/13/2025 TIME: 12:00 PM

Questions are to be submitted in a *Microsoft Word* document to: [URIPurchasing@uri.edu](mailto:URIPurchasing@uri.edu)

Please reference the Bid Number on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to the bid. It is the responsibility of all interested parties to download this information. For Bid Solicitation Information visit: <http://web.uri.edu/purchasing/bid-information/>

**STATEMENT REGARDING COVID-19**

Effective immediately, we are suspending all in-person public bid openings until further notice  
Public Bid responses will be publicly read via Webex video conferencing. To participate in the bid opening, please visit the following site at the scheduled bid opening date and time:

\* URL: <https://rhody.webex.com/meet/uripurchasing>

**No offer will be considered that is not accompanied by the attached University of Rhode Island Bidder Certification Form/Contract Offer completed and signed by the offeror.**

COMPANY NAME: Key Corporation

STREET AND NUMBER: 170 Fiore Industrial Drive

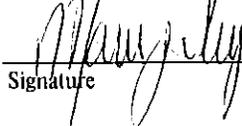
CITY, STATE & ZIP CODE: Wakefield, RI 02879

Marie J. Key, President

401-783-8583

Print Name and Title

Telephone Number/Facsimile Number

  
Signature

January 31, 2025

jon@keycorpconstruction.com

Date

E-mail address

**THIS BID WILL NOT BE HONORED UNLESS SIGNED**

**University of Rhode Island Bidder Certification Form**  
**State of Rhode Island Procurement Regulations**

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.

Rules for Submitting Offers

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 University of Rhode Island. As such, submittal of the entire Bidder Certification 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, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete signed (in ink) offer package must be delivered to the University of Rhode Island Purchasing Office by the time and date specified for the opening of responses in a sealed envelope.

Bid responses must be submitted on the URI 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.

Documents misdirected to other State or University locations or which are not present in the University of Rhode Island Purchasing Office 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 reception area of the University of Rhode Island Purchasing Office. Postmarks shall not be considered proof of timely submission.

RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid 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 Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored.

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 University Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The University 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.

ALL PRICES QUOTED ARE FOB DESTINATION.

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 the vendor's expense.

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).

PUBLIC RECORDS. Offerors are advised that all materials submitted to the University 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 visiting the Rhode Island Vendor Information Program (RIVIP) at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) > Solicitation Opportunities > Other Solicitation Opportunities. 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.

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 University's sole option.

**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.

**SPECIFICATIONS.** Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the University) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

**VENDOR AUTHORIZATION TO PROCEED.** When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the University of Rhode Island, 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 University of Rhode Island Purchasing Office PRIOR to delivery.

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 University of Rhode Island Purchasing Office, shall be considered a binding contract.

**REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND THE UNIVERSITY OF RHODE ISLAND 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 the RI Division of Purchases Procurement Regulations and General Conditions of Purchase.

**EQUAL EMPLOYMENT OPPORTUNITY.** Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or 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.

**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.

**DEFAULT and NON-COMPLIANCE** Default and/or non-compliance with the 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/University of Rhode Island.

**COMPLIANCE** Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

**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 Risk Management Office at the University of Rhode Island.

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 State of Rhode Island Procurement Regulation 5.11 at : <https://ridop.ri.gov/about-us/procurement-statutes-and-regulations>

SECTION 2 – 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 with the previous five (5) years. If Yes, 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 Yes, 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 Yes, then provide details below.

N 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. If Yes, then provide details below.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 4 PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

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SECTION 3 - OWNERSHIP DISCLOSURE

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

If the vendor is privately held, the vendor shall provide ownership information below. 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 Vendor, and the percentage of ownership, if any, he or she holds in the Vendor, and each intermediate parent company and the ultimate parent company of the Vendor.

If the company is publicly held, the vendor 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 vendor; otherwise, complete ownership disclosure is required.

Marie J. Key - President, Secretary and Treasurer

Hugo Key III, Operations Manager

Jon Key, Manager

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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 VENDOR CERTIFIES THAT:

Y 1 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

Y 2 I/we acknowledge that, in accordance with (1) 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," and (2) RIGL section §37-2-7(16) which identifies the URI Board of Trustees as a public agency and gives binding contractual authority to the University Purchasing Agent, including change orders and other types of contracts and under State Purchasing Regulation 8.2.B any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the University of Rhode Island may be disregarded and shall not be binding on the University of Rhode Island.

Y 3 I/we certify that I 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 University of Rhode Island Purchasing Agent in writing of such circumstance.

Y 4 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 University of Rhode Island Purchasing Agent in writing of such circumstance.

Y 5 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

Y 6 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

Y 7 I/we acknowledge that I/we understand the State's Purchasing Laws (§ 37-2 of the General Laws of Rhode Island) and the RI Division of Purchases Regulations apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein.

Y 8 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.

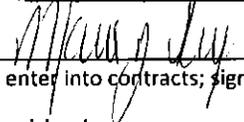
N 9 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: \_\_\_\_\_

Y 10 I/we certify that the above information is correct and complete.

IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #1 – 8 and 10 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments where applicable, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor/Company Name; Key Corporation

Vendor's Signature:  Bid Number: 101447 Date: 01/31/2025  
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Marie J. Key, President  
Print Name and Title of Company official signing offer

**Solicitation#: 101447**

**Solicitation Title: Construction of New Lands & Grounds Paved Material Laydown Area**

**BID FORM**

To: University of Rhode Island  
Purchasing Department  
10 Tootell Road, Kingston, RI 02881

Project: Lands & Grounds Laydown Area  
URI Project Number: KC.M.RECY.2023.001

Location: URI Recycling Center, Plains Road  
South Kingstown, Rhode Island

Bidder:

Key Corporation	
_____ Legal name of entity	
170 Fiore Industrial Drive, Wakefield, RI 02879	
_____ Address	
Marie J. Key	jon@keycorpconstruction.com
_____ Contact name	_____ Contact email
401-783-8583	
_____ Contact telephone	_____ Contact fax

**Solicitation#: 101447**

**Solicitation Title: Construction of New Lands & Grounds Paved Material Laydown Area**

**1. BASE BID PRICE**

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

\$ 564,000.00

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(Base Bid Price *in figures* printed electronically, typed, or handwritten legibly in ink)

Five Hundred Sixty Four Thousand Dollars and Zero Cents

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(Base Bid Price *in words* electronically, typed, or handwritten legibly in ink)

**BASE BID SCOPE OF WORK**

The Base Bid Price includes the cost to perform the work as described and detailed in the solicitation documents (Project Plans, Specifications, etc.). The following additional clarifications and instructions are provided for incorporation into the Base Bid Price:

1. The Owner will furnish and install the two (2) security cameras at the locations shown on the Project Plans at a future date. The Base Bid Price shall include the provision of power and communications services (including all conduit, cabling, etc.) to the proposed camera locations for future connection by the Owner.
2. The Owner will furnish and install the automatic gate operator devices and card readers at the locations shown on the Project Plans at a future date. The Base Bid Price shall include the provision of power and communications services (including all conduit, cabling, etc.) to the proposed locations for future connection by the Owner.

• **ALLOWANCES**

The Base Bid Price ***includes*** the costs for the following Allowances as defined in Specification Section 01 2000:

Solicitation#: 101447

Solicitation Title: Construction of New Lands & Grounds Paved Material Laydown Area

1. Testing Allowance \$2,000.00
2. Utility Allowance \$20,000.00

**Total Allowances:** **\$22,000.00**

• **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: January 21, 2025

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

**2. ALTERNATES** (*Additions 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 the Base Bid Price by the amount set forth below for each Alternate (further defined in Specification Section 01 2000) selected.

None

**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.

Refer to Specification 31 2300 – Excavation and Fill for unanticipated unsuitable soil removal, bulk excavation rock removal, and trench excavation rock removal.



Solicitation#: 101447

Solicitation Title: Construction of New Lands & Grounds Paved Material Laydown Area

<b>Unit Price No. 7</b>	<b>Provide Concrete Block Wall in accordance with the Bidding Documents</b>	
	Unit of Measurement: Linear Foot (LF)	\$ 1,500.00
<b>Unit Price No. 8</b>	<b>Provide Type A Handhole in accordance with the Bidding Documents</b>	
	Unit of Measurement: Each (EA)	\$ 3,000.00
<b>Unit Price No. 9</b>	<b>Provide 1" PVC Schedule 40 Conduit in accordance with the Bidding Documents</b>	
	Unit of Measurement: Linear Foot (LF)	\$ .400
<b>Unit Price No. 10</b>	<b>Provide 1.5" PVC Schedule 40 Conduit in accordance with the Bidding Documents</b>	
	Unit of Measurement: Linear Foot (LF)	\$ .500
<b>Unit Price No. 11</b>	<b>Provide 2" PVC Schedule 40 Conduit in accordance with the Bidding Documents</b>	
	Unit of Measurement: Linear Foot (LF)	\$ 1.000
<b>Unit Price No. 12</b>	<b>Provide 3" PVC Schedule 40 Conduit in accordance with the Bidding Documents</b>	
	Unit of Measurement: Linear Foot (LF)	\$ 1.700



Solicitation#: 101447

Solicitation Title: Construction of New Lands & Grounds Paved Material Laydown Area

<b>Unit Price No. 19</b>	<b>Provide Category 6A Cabling in accordance with the Bidding Documents</b>											
Unit of Measurement: Linear Foot (LF)		\$						,		2	.	00
<b>Unit Price No. 20</b>	<b>Provide 12-Strand Fiber Optic Cabling in accordance with the Bidding Documents</b>											
Unit of Measurement: Linear Foot (LF)		\$						,		2	.	00
<b>Unit Price No. 21</b>	<b>Excavate Trenching and Backfill for Conduit Installation in accordance with the Bidding Documents</b>											
Unit of Measurement: Linear Foot (LF)		\$						,	1	5	0	.00
<b>Unit Price No. 22</b>	<b>Provide Loam and Seeding in accordance with the Bidding Documents</b>											
Unit of Measurement: Square Yard (SY)		\$						,	4	0	.	00

**4. CONTRACT TIME**

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

- **Start of Construction** ..... **April 1, 2025**
- **Substantial Completion** ..... **June 30, 2025**
- **Final Completion**..... **July 31, 2025**

The Final Completion date for Work shall be within **151 calendar days** of the Purchase Order from the Division of Purchases.

Solicitation#: 101447

Solicitation Title: Construction of New Lands & Grounds Paved Material Laydown Area

**5. LIQUIDATED DAMAGES**

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for **each** calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: **Five Hundred Dollars (\$500.00) per day.**

**BID FORM SIGNATURE(S)**

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:** January 31, 2025

\_\_\_\_\_  
Key Corporation

\_\_\_\_\_  
Name of Bidder

*Marie J. Key*  
\_\_\_\_\_  
Signature in ink

\_\_\_\_\_  
Marie J. Key, President

\_\_\_\_\_  
Printed name and title of person signing on behalf of Bidder

# GC-40296

\_\_\_\_\_  
Bidder's Contractor Registration Number

**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) 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 1<sup>st</sup> 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 1<sup>st</sup> 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 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
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: Marie J. Key  
Marie J. Key  
Title: President

Subscribed and sworn before me this 31st day of Jan., 2025.

Notary Public  
My commission expires: 05/08/2028  
#772016

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Key Corporation  
170 Fiore Industrial Drive, 1st Fl  
Wakefield, RI 02879

**SURETY:**

(Name, legal status and principal place  
of business)

Great Midwest Insurance Company  
800 Gessner Road, Suite 600  
Houston, TX 77024

**OWNER:**

(Name, legal status and address)

University of Rhode Island  
210 Flagg Road  
Kingston, RI 02881

**BOND AMOUNT:** \$ Five Percent of the Amount Bid ( 5%)

**PROJECT:**

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

Construction of New Lands & Grounds Paved Material Laydown Area  
#101447

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

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 requirement 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.

init.

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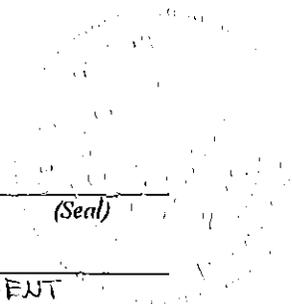
User Notes:

(877089080)

Signed and sealed this 31st day of January, 2025

1  
\_\_\_\_\_  
(Witness) *[Signature]*  
\_\_\_\_\_  
*Linda A. Harmon*  
(Witness)

Key Corporation  
\_\_\_\_\_  
(Principal) (Seal)  
\_\_\_\_\_  
(Title) *MARIE WEY, PRESIDENT*  
Great Midwest Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)  
*Michael E. Watts*  
(Title) Michael E. Watts, Attorney-in-Fact



Int.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Michael E. Watts, Paul A. Simeon, Linda A. Damon

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

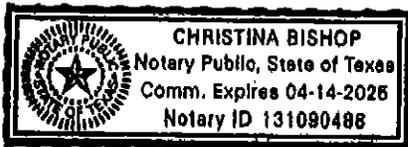


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 31st Day of January, 2025.



BY [Signature] Leslie K. Shaunty Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



12.	<b>RIDOT Tower Hill Road Water Service Connections</b> South Kingstown, RI Project Manager/Superintendent: Hugo Key	Night work project. Top 12" water main and install 2" HDPE water services across Route 1 southbound/northbound for (2) residential water services, restore trench pavement nightly.	Owner: State of RI, Div. of Purchases Engineer: RIDOT Contact: Matthew Quiete, Deputy State Highway Maintenance Operations Engineer (401) 222-4999	\$130,000 October 2021
13.	<b>Naval Undersea Warfare Center B-104 and B-105 Drainage Repairs</b> Newport, Naval Base Project Manager/Superintendent: Jonathan Key	Installed 3 precast drainage manholes, 100 LF of 12 HDPE pipe and connected roof drains to new drainage system. Test, Haul, and Dispose of 400 Tons of contaminated soil.	Owner: Naval Undersea Warfare Center Contact: Songhup Taling 401-832-1913	\$155,000 July 15, 2021
14.	<b>Peace Dale Elementary School Site Improvements</b> Wakefield, RI Project Manager: Hugo Key Superintendent: Jonathan Key	Replacement of existing parking lot, addition of new parking lot. New underground chamber detention system, new precast concrete drainage structures & ADS pipe, new parking lot lighting, concrete sidewalks, 5,000 SF of bituminous asphalt paving and landscape improvements. Reconstruction of an existing labyrinth monument	Owner: South Kingstown School District Engineer: Robinson Green Beretta Corp. Contact: Tracey Donnelly, Project Mgr. 401-874-4845	\$693,500 September 2020
15.	<b>University of Rhode Island I Green Hall Parking Lot Improvements</b> Kingston, RI Project Manager: Hugo Key	Replacement of existing 450'X60' parking lot. New underground chamber detention system, new precast concrete drainage structures & ADS pipe, new parking lot lighting and electric vehicle charger, granite curb, concrete sidewalks, 2,250 SF of bituminous asphalt paving and landscape improvements	Owner: URI Office of Capital Projects Contact: Robert Shultz, URI Project Manager 401-874-4845 Engineer: Horsley Written Group Contact: Jason Kroll, Project Engineer 401-272-1717	\$601,444 April 2020
16.	<b>South Kingstown Bike Path Connector</b> South Kingstown, RI Project Manager: Hugo Key Superintendent: Jonathan Key	Subgrade preparation/paving for a 3400' if bike path segment. 2500' of modular block retaining walls for ADA "switchback" ramp access with associated ADA hand rail and fall protection fence, 200' of 24" RCP for wildlife migration across path.	Owner: Town of South Kingstown Contact: Theresa Murphy, Director of SK Parks & Recreation 401-789-9301 Engineer: Diprete Engineering Contact: Molly Titus, Project Engineer 401-943-1000	\$655,975 June 2020
17.	<b>Town-Wide Drainage Improvements</b> Various Streets- Westerly, RI Project Manager/Superintendent: Jonathan Key	Installation of various size HDPE pipe, precast catch basins/manholes/drains, curtail drains, traffic control, utility trench paving & site restoration.	Owner: Town of Westerly Engineer: Town of Westerly Contact: Kyle Zalaski, Town Engineer 401-348-2562	\$106,000 June 2020
18.	<b>B-148 Driveway Replacement Project</b> Naval Undersea Warfare Center, Building 148 Newport, RI Project Manager: Jonathan Key	Installation of new roof drainage system, concrete sidewalk installation, replacement of existing bituminous asphalt driveway, removal and disposal of arsenic contaminated soil.	Owner: NUWC Division Newport Engineer: NUWC Contact: Kenneth Proulx, 401-832-3144	\$67,000 April 2020
19.	<b>RI Army National Guard Quonset Airport Apron Rehabilitation</b> Quonset Airport, North Kingstown, RI Project Manager/Superintendent: Jonathan Key	6700SF of 8" concrete slab R&D, 6700 SF of gravel sub base preparation, 3500SF of 24" thick runway apron removal & replacement with structural fill/oam & seed	Owner: RI Airport Corporation General Contractor: TRAC Builders Contact: Bill Tracy, Owner (TRAC Builders) 401-943-3800	\$437,000 October 2019
20.	<b>Misquamicut Drainage Improvements on Breach Drive</b> Breach Dr., Westerly, RI Project Manager/Superintendent: Hugo Key	150 LF 12" HDPE drainage replacement, 2 drain structure replacements, tide backwater valve installation, dewatering, site restoration.	Owner: Town of Westerly Contact: Kyle Zalaski, Town Engineer 401-348-2562 Engineer: C.J. Doyle (401) 491-9530	\$47,681 June 2019
21.	<b>Philip W. Noel Judicial Parking Lot</b> Warwick, RI Project Manager/Superintendent: Hugo Key	2,000 SF precast modular block retaining wall, 1,000 LF precast curb, sidewalks, 400 Tons of Asphalt Paving, 11 Precast Drain Structures, 400 LF of ADS Drain Pipe, 85'X30' Underground Detention System, w/ Sand Filter, Site Lighting & Secured Parking Lot Access Gates	Owner: State of RI - JD Supreme Court Contact: Steve Kerr, Judicial Purchasing 401-222-4999 Engineer: Edward Rowse Architects Contact: Edward Rowse (401)-331-9200	\$836,569 May 2019
22.	<b>Westerly Community Credit Union Operations Branch</b> Wakefield, RI Project Manager/Superintendent: Hugo Key	3000 CF excavation, 6,000 CF Fill, 1100' HDPE drain pipe, 9 precast drain structures, infiltration Forbsay/Sand Filter & Detention Basin, 150' 6" PVC sewer service, 1 precast sewer manhole, 200' 6" DI fire protection service, 100' 2" domestic water service, 6200 SF precast block retaining wall, precast concrete curb, concrete sidewalks prep, site lighting.	Owner: Westerly Community Credit Union Engineer: Diprete Engineering Contact: Eric Prive 401-943-1000 General Contractor: TRAC Builders Contact: Bill Tracy, Owner 401-943-3800	\$895,000 October 2018
23.	<b>Pontiac Mill Redevelopment</b> Warwick, RI Project Manager/Superintendent: Jonathan Key	5,000SF Parking Lot Prep, 1,000 Ton gravel placement, 12 sewer manholes, 700' 8" sewer main, 400' 6" sewer services, 20' Deep 8,000-gallon prefabricated duplex pumping station and associated 500' 4" sewer force main, 800' HDPE drain pipe, 15 drain structures, 1 stormceptor, 8" Fire and 6" Domestic Water Services	Owner: Union Mills, LLC Owner's Rep: Devcon Consultants Contact: Doug Allam, Project Engineer 401-738-5660 Engineer: Crossman Engineering Contact: Mike Harrington 401-585-5776	\$1,009,830 September, 2018

24.	East Greenwich Readiness Center Parking Lot Camp Fogarty National Guard Base East Greenwich, RI Project Manager/Superintendent: Hugo Key	1,500 CY Cut & Fill, 6,500 CY Cut & Stockpile, 600' HDPE pipe, 6 precast drain structures, (2) stormwater basins, 550' precast curb & concrete sidewalk, 5000 SY loam & seed	Owner: RI Army National Guard Contact: Randy Church 401-862-5196 Engineer: Jacobs Engineering 571-218-1000 General Contractor: TRAC Builders Contact: Bill Tracy 401-943-3800	\$442,047 April, 2017
25.	Naval Station Newport, UEM Base-Wide Infrastructure Maintenance Naval Station Newport and NUWC Project Manager: Jonathan Key	As needed roadway and infrastructure repairs including: catch basin and manhole repairs, asphalt repairs, sidewalk repairs, and drainage.	Owner: Navy UEM, Naval Station Newport Contact: Brian Simmons, 401-941-7660 Contact: Bill Tracy 401-943-3800	\$30,000 - \$40,000/Year
26.	Building 44 Sewer Replacement Naval Station Newport Project Manager/Superintendent: Jonathan Key	150' 8" PVC sewer replacement 10' deep, temporary duct bank support, trench restoration, disposal of contaminated soil at RIRRC per NAVFAC Soil Management Plan	Owner: NAVFAC Newport Engineer: NAVFAC Newport Contact: David Alves (US Navy) 401-941-7655 General Contractor: WU & Associates Contact: Jeremy Edmunds 856-701-5523	\$81,000 October 2017
27.	12th Avenue Boat Ramp Replacement Onset (Wareham), MA Project Manager/Superintendent: Hugo Key	Replacement of existing 15' wide by 100' long cast in place boat ramp with new ramp comprised of precast concrete panels. Install approximately 100 wall feet of temporary steel sheeting for dewatering of boat ramp footprint.	Owner: Town of Wareham Contact: Gary Buckminster, Harbor Master 508-322-0268 Engineer: G.A.F. Engineering Contact: Bill Madden 508-295-6600	\$165,992 April, 2017
28.	Repair of Concrete Wall- Reservoir Dam No. 3 Smithfield, RI Project Manager: Hugo Key Superintendent: Jonathan Key	Repair 45' of cast-in-place concrete wall cap, bypass flow from dam outfall and dredge/dispose approx. 100 CY of sediment/phragmites from dam outfall.	Owner: City of Woonsocket Contact: Marc Viegiani, City of Woonsocket Water Division 401-265-6786 Engineer: Bare Corporation	\$94,400 May, 2020
29.	Town Beach Revitalization Project North Kingstown, RI Project Manager: Jonathan Key Superintendent: Leon Cariglio	Completed all site work and landscaping for construction of new playground including field stone walls, pervious pavers, granite curb, stone dust walking paths, and sidewalks.	Owner: Town of North Kingstown Contact: Chelsea Dunas-Gilbs 401-374-5785	\$227,000 May 31, 2021
30.	Veteran's Memorial Park Improvements Narragansett, RI Project Manager: Jonathan Key Superintendent: Leon Cariglio	Complete Park reconstruction and renovation including: Pavers, granite monument, irrigation, lighting, and planting.	Owner: Town of Narragansett Contact: Elena Pascarella, Landscape Architect 401-225-0673	\$194,918 May 31, 2021
31.	Columbus Square Plaza Improvements Project Elmwood Ave, Providence, RI Project Manager/Superintendent: Hugo Key	Installation of site lighting, paver restoration and installation of park tables/benches.	Owner: City of Providence Parks Department Contact: Edwin Sanchez 401-771-8038 Engineer: Providence Parks Department	\$186,900 August 2020