



BID/PROPOSAL

COMMODITY: MASONRY RESTORATION SERVICES DATE: 12/4/2023

FORMAL BID NO. _____ PUBLIC BID NO. 101327

BIDS ARE TO BE RECEIVED IN URI PURCHASING DEPARTMENT BY: DATE: 1/12/2024 TIME: 1:00 PM
Eastern Time

BUYER: ANDREA BOUCHER/if Andrea Boucher Digitally signed by Andrea Boucher Date: 2023.12.04 10:03:52 -05'00' SURETY REQUIRED: YES: _____ NO: X

PRE-BID/PROPOSAL CONFERENCE: DATE: _____ TIME: _____

MANDATORY: YES: _____ NO: _____

LOCATION: _____

Questions concerning this solicitation must be received by: DATE: 12/11/2023 TIME: 12:00 PM

Questions are to be submitted in a *Microsoft Word* document to: 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://univofri.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: Duban Masonry Construction, LLC

STREET AND NUMBER: 55 Forest Lane

CITY, STATE & ZIP CODE: East Greenwich RI 02818

Chris Reynolds Vice President Telephone Number/Facsimile Number 401-500-5062

Print Name and Title
[Signature]
Signature

1/10/24 Date
Violay ESTIMATING @ DUBAN MASONRY.COM E-mail address

THIS BID WILL NOT BE HONORED UNLESS SIGNED

COMMODITY: MASONRY RESTORATION SERVICES
 OPENING DATE & TIME: 1/12/2024 1:00 PM EST
 BLANKET REQUIREMENTS: 7/1/24 - 6/30/27

SHIP TO: URI Central Receiving
 Facilities Services, Business Office
 60 Tootell Rd., Sherman Bldg. 2nd Fl
 Kingston, RI 02881

BIDDER (NAME OF FIRM)
 Dubon Masonry

BIDDER (NAME OF FIRM)
 Dubon Masonry

BID NO: 101327

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ATTACHMENT "A"	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	ITEM NO.
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INSTRUCTIONS:

IF BIDDING ON ANY ITEM, THE ENTIRE BID MUST BE RETURNED. THE PRICE COLUMN ON THE RIGHT WILL BE DETACHED TO CREATE A BID TABULATION SPREAD SHEET FOR THE "OFFICIAL BID ANALYSIS", THEREFORE:

- A. VENDOR NAME MUST APPEAR IN BOTH COLUMNS ON "EVERY" PAGE UNDER THE WORDS "BIDDER"
- B. PRICE COLUMNS MUST CONTAIN "EXACTLY" THE SAME INFORMATION.
- C. ANY SUPPLEMENTARY INFORMATION MUST BE REPEATED IN "BOTH" COLUMNS.
- D. TO ASSURE THAT OFFERS ARE CONSIDERED ON TIME, EACH OFFER MUST BE SUBMITTED WITH SPECIFIC BID/RFP NUMBER (PROVIDED ABOVE), DATE AND TIME OF OPENING MARKED IN THE UPPER LEFT HAND CORNER OF ENVELOPE. EACH BID/OFFER MUST BE SUBMITTED IN SEPARATE SEALED ENVELOPES:

MAIL TO:
 UNIVERSITY OF RHODE ISLAND
 P.O. BOX 1773
 PURCHASING DEPARTMENT
 KINGSTON, RI 02881

COURIER:
 UNIVERSITY OF RHODE ISLAND
 PURCHASING DEPARTMENT
 DINING SERVICES DISTRIBUTION CENTER
 10 TOOTELL ROAD
 KINGSTON, RI 02881-2010

DOCUMENTS MISDIRECTED TO OTHER STATE LOCATIONS OR WHICH ARE NOT PRESENT IN THE UNIVERSITY OF RHODE ISLAND PURCHASING DEPARTMENT AT THE TIME OF OPENING FOR WHATEVER CAUSE WILL BE DEEMED TO BE LATE AND WILL NOT BE CONSIDERED. FOR THE PURPOSE OF THIS REQUIREMENT, THE OFFICIAL TIME AND DATE SHALL BE THAT OF THE TIME CLOCK IN THE UNIVERSITY OF RHODE ISLAND PURCHASING DEPARTMENT. POSTMARKS SHALL NOT BE CONSIDERED PROOF OF TIMELY SUBMISSION.

FAILURE TO COMPLETE FORM AS INSTRUCTED MAY BE GROUNDS FOR "DISQUALIFICATION".

GROUP PURCHASING ORGANIZATIONS (GPO):

THE UNIVERSITY OF RHODE ISLAND IS A MEMBER OF THE FOLLOWING:

- 1) Educational & Institutional Cooperative Purchasing (E&I)
- 2) Provisia

IF THIS IS A MULTI-YEAR BID/CONTRACT. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE UNIVERSITY. TERMINATION MAY BE EFFECTED BY THE UNIVERSITY BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE UNIVERSITY TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES, ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES AND SUBJECT TO AVAILABILITY OF FUNDS.

DELIVERY AS REQUESTED

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BIDDER (NAME OF FIRM)

Pubon masonry

BID NO: 101327

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DO NOT ATTACH QUOTES. QUOTATIONS SUBMITTED WITH BID RESPONSES WILL NOT BE CONSIDERED. ALL BID RESPONSES ARE IN ACCORDANCE WITH THE ATTACHED BID SPECIFICATIONS AND THE STATE OF RHODE ISLAND PROCUREMENT REGULATIONS:

- <https://ridop.ri.gov/about-us/procurement-statutes-and-regulations>

BLANKET REQUIREMENTS: 7/1/24 - 6/30/27

MASONRY RESTORATION, REPAIRS AND CLEANING SERVICES FOR URI

MASONRY RESTORATION, REPAIRS AND CLEANING:

SCOPE OF WORK: FURNISH ALL LABOR, MATERIALS, CHEMICALS, EQUIPMENT AND DISPOSAL OF RUBBISH AND DEBRIS, AS NECESSARY TO COMPLETE HIGH PRESSURE POWER WASHING, CHEMICAL POWER WASHING, REMOVAL OF DEFECTIVE BRICK, BLOCK AND STONE AND REPLACE WITH UNITS MATCHING COLOR, SURFACE TEXTURE AND SIZE OF EXISTING WORK, REMOVAL OF IVY, REPOINTING MORTAR JOINTS, CLEANING OF MASONRY, CONCRETE AND STONE SURFACES TO REMOVE GRIME, GRAFFITI, MOLD AND FUNGUS FROM ROOFLINE TO FOUNDATION, APPLY WATER REPELLENT TO MASONRY, ALSO INCIDENTAL OR OTHER OPERATIONS AS MAY BE NECESSARY. ALL BUILDINGS ARE TO BE CLEANED IN A PROFESSIONAL MANNER WITH ALL GLASS SURFACES CLEANED AND SQUEEGED DRY. NO ROOFTOP HUNG SCAFFOLDING SHALL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL BY OWNER, OTHERWISE ALL LIFTS OR SCAFFOLDING MUST BE OSHA AND OCIP APPROVED AND FROM GROUND LEVEL.

REQUIREMENTS OF THE CONTRACTOR:

1. RESTORATION SPECIALIST: WORK MUST BE PERFORMED BY A FIRM NOT LESS THAN FIVE (5) YEARS OF DOCUMENTED SUCCESSFUL EXPERIENCE IN COMPARABLE MASONRY RESTORATION PROJECTS.
2. QUALIFIED PERSONNEL: ALL PERSONNEL ENGAGED IN THIS WORK MUST BE QUALIFIED MASONRY JOURNEYMAN WHO MAY BE ASSISTED BY MASONRY APPRENTICES QUALIFYING FOR THEIR JOURNEYMAN STATUS. COMMON LABOR MAY BE USED FOR TASKS NOT REQUIRING JOURNEYMAN SKILLS.
 - a. ALL WORK WILL BE PERFORMED IN ACCORDANCE WITH THIS DOCUMENT AND THE RHODE ISLAND LAWS & REGULATIONS. THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS AND LICENSES.
 - b. BIDDERS MUST PAY PREVAILING WAGE PER RHODE ISLAND STATE LAWS AND REGULATIONS. CERTIFIED PAYROLLS MUST ACCOMPANY PAYMENT REQUESTS.
 - c. PURCHASE AND MAINTAIN SUCH INSURANCE AS WILL PROTECT THE CONTRACTOR AND THE OWNER FROM CLAIMS WHICH ARISE OUT OF, OR RESULT FROM WORK OPERATIONS UNDER THIS BLANKET, WHETHER SUCH OPERATIONS BE BY THE CONTRACTOR, OR BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR BY ANY FOR WHOM ACTS THE CONTRACTOR MAY BE LIABLE. IN THE AMOUNTS REQUIRED BY LAW TO WORK ON MUNICIPAL AND STATE PROPERTIES.

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TOTAL BID PRICE:

TOTAL BID PRICE IS USED ONLY FOR THE PURPOSE OF DETERMINING THE LOW BIDDER AND NOT FOR ESTABLISHING THE OVERALL CONTRACT PRICE. THIS IS AN INDEFINITE QUANTITY CONTRACT WITH NO FIXED CONTRACT PRICE. THE ACTUAL AMOUNT OF WORK TO BE PERFORMED AND THE TIME OF SUCH PERFORMANCE WILL BE DETERMINED BY FACILITIES SERVICES ADMINISTRATION.

THE STATE OF RHODE ISLAND, OR THE UNIVERSITY OF RHODE ISLAND MAKES NO REPRESENTATION AS TO THE NUMBER OF REPAIRS OR THE ACTUAL AMOUNT OF SERVICES WHICH WILL IN FACT BE REQUESTED. THE BASIS FOR AWARD OF THE CONTRACT SHALL BE THE LOWEST PRICE FOR THE TOTAL BID PACKAGE. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE PAID AT THE RATE OF THE UNIT PRICE. ALL UNIT PRICES SHALL INCLUDE COSTS FOR ALL INSURANCES AND OVERHEAD NO ADDITIONAL COSTS SHALL BE ALLOWED. ALL BIDS WILL INCLUDE THE UNIT PRICES FOR EACH ITEM. PROVIDE ALL LINE ITEMS WITH A UNIT PRICE.

SPECIFICATIONS FOR MASONRY RESTORATION AND CLEANING

PART 1 GENERAL

1.1 QUALITY ASSURANCE

1. RESTORATION SPECIALIST: WORK MUST BE PERFORMED BY A FIRM HAVING NOT LESS THAN FIVE (5) YEARS OF DOCUMENTED SUCCESSFUL EXPERIENCE IN COMPARABLE MASONRY RESTORATION PROJECTS. **PROVIDE DOCUMENTATION OF RESTORATION WORK.**

2. QUALIFIED PERSONNEL: ALL PERSONNEL ENGAGED IN THIS WORK MUST BE QUALIFIED MASONRY JOURNEYMAN WHO MAY BE ASSISTED BY MASONRY APPRENTICES QUALIFYING FOR THEIR JOURNEYMAN STATUS.

A. COMMON LABOR MAY BE USED FOR TASKS NOT REQUIRING JOURNEYMAN SKILLS.

B. THE FOREMAN OF THE CREW MUST HAVE HAD THREE YEARS DOCUMENTED EXPERIENCE IN SUPERVISION OF MASONRY RESTORATION AND CLEANING. **PROVIDE DOCUMENTATION OF SUPERVISION EXPERIENCE.**

3. CLEANING: DEMONSTRATE MATERIALS AND METHODS USED FOR CLEANING OF MASONRY SURFACE AND CONDITION ON SAMPLE AREA DESIGNATED BY OWNER OF 25 SQ FT IN AREA. SAMPLE TO BE DONE FOR EACH BUILDING TO BE WORKED ON. PROVIDE MANUFACTURE SPECIFICATION TO URI FOR APPROVAL BEFORE WORK IS BEGUN.

A. TEST ADJACENT NON-MASONRY MATERIALS FOR POSSIBLE REACTION WITH CLEANING MATERIALS.

B. CLEAN MASONRY SURFACES ONLY WHEN AIR TEMPERATURES ARE 40 DEGREES F OR ABOVE AND WILL REMAIN SO UNTIL MASONRY HAS DRIED OUT.

C. PROTECT UNPAINTED METAL TRIM AND POLISHED STONE FROM CONTACT WITH ACIDIC CHEMICAL CLEANERS BY COVERING THEM WITH LIQUID STRIPPABLE MASKING AGENT OR POLYETHYLENE FILM AND WATERPROOF MASKING TAPE.

D. PROTECT PERSONS, MOTOR VEHICLES, SURROUNDING SURFACES OF BUILDINGS, WALKWAYS AND SIDEWALKS, AND LANDSCAPING FROM INJURY RESULTING FROM MASONRY CLEANING AND RESTORATION WORK.

E. DISPOSE OF RUN OFF FROM CLEANING OPERATIONS BY LEGAL MEANS CONFORMING TO ALL LOCAL, STATE AND FEDERAL RULES AND REGULATIONS. AVOID SOIL EROSION, DAMAGE TO LANDSCAPING AND WATER PENETRATION INTO BUILDING INTERIORS.

F. APPLY CHEMICAL CLEANERS TO MASONRY SURFACES TO COMPLY WITH CHEMICAL MANUFACTURER'S WRITTEN RECOMMENDATIONS. CLEANING SEQUENCE OF BUILDINGS SHALL BE FROM TOP TO BOTTOM.

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Ruba Masonry

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Dubin Masonry

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1.2 REFERENCES

- A. ASTM - AMERICAN SOCIETY FOR TESTING OF MATERIALS.
- B. ASTM - C90 LOAD BEARING CONCRETE MASONRY UNITS.
- C. ASTM C129 - NON LOAD BEARING CONCRETE MASONRY WALSS.
- D. ASTM C144 - AGGREGATE FOR MASONRY MORTOR.
- E. ASTM C150 - PORTLAND CEMENT.
- F. ASTM C207 - HYDRATED LIME FOR MASONRY PURPOSES.
- G. ASTM C216 - FACING BRICK. (SOLID MASONRY UNITS MADE FROM CLAY OR SHALE).
- H. ASTM C270 - MORTAR FOR UNIT MASONRY.
- I. BIA - BRICK INSTITUTE OF AMERICA - TECHNICAL NOTES ON BRICK CONSTRUCTION NO. 20.
- J. ANSI A41.2 - BUILDING CODE REQUIREMENTS FOR REINFORCED MASONRY.
- K. IMIAC - INTERNATIONAL MASONRY INDUSTRY ALL-WEATHER COUNCIL - RECOMMENDED PRACTICES AND GUIDELINE SPECIFICATIONS FOR COLD WEATHER MASONRY CONSTRUCTION.

1.3 SUBMITTALS

ALL MATERIALS USED FOR REPAIRS WILL HAVE MANUFACTURE TECHNICAL PRODUCT DATA. SUBMIT TO URI FOR APPROVAL BEFORE USE.

ALL WORK WILL BE PERFORMED PER MANUFACTURER RECOMMENDATION. ALL MATERIAL AND WORK SHALL BE PROTECTED FROM FREEZING.

END OF SECTION

BIDS TO INCLUDE: THIS IS AN INDEFINITE QUANTITY CONTRACT WITH NO FIXED TOTAL CONTRACT PRICE. THE ACTUAL AMOUNT OF WORK TO BE PERFORMED AND THE TIME OF SUCH PERFORMANCE WILL BE DETERMINED BY FACILITIES SERVICES.

THE STATE OF RHODE ISLAND NOR THE UNIVERSITY OF RHODE ISLAND MAKES NO REPRESENTATION AS TO THE NUMBER OF REPAIRS OR ACTUAL AMOUNTS OF SERVICES WHICH WILL IN FACT BE REQUESTED.

NOTE: ALL WAGES SHALL BE PAID ACCORDING TO THE STATE OF RHODE ISLAND'S PREVAILING WAGE SCALE.

AGREEMENTS AND/OR ACTIONS TAKEN BY THE CONTRACTOR THAT, BY THEIR NATURE, EFFECT A CHANGE TO THIS CONTRACT, SHALL ONLY BE BINDING UPON THE UNIVERSITY WHEN SUCH CHANGE OR ACTION IS SPECIFICALLY AUTHORIZED IN WRITING IN ADVANCE BY ONE OF THE UNIVERSITY'S ASSIGNED REPRESENTATIVES. THEREFORE, ANY WORK OR CHANGE UNDERTAKEN BY THE CONTRACTOR AT THE DIRECTION OF ANYONE OTHER THAN A UNIVERSITY ASSIGNED REPRESENTATIVE, OR WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF AN ASSIGNED UNIVERSITY REPRESENTATIVE, IS AT THE CONTRACTOR'S OWN RISK.

CONTRACTOR WILL PROVIDE PERMITS AS NEEDED.

RAILING WILL BE PROVIDED BY VENDOR AS A SPECIALITY SUB-CONTRACTOR WITH FIXED % MARKUP AND APPROVAL BY URI.

LIFTS AND STAGING WILL BE PROVIDED, A SPECIALITY RENTAL WITH FIXED % MARKUP TO URI AFTER APPROVAL OF ESTIMATE BY URI.

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Dubon Masonry

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ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	ITEM NO.
BID A PRICE OF A PERIOD OF: 7/1/24 - 6/30/25								
1	HOURLY RATE FOR JOURNEYMAN MASON	1000	HRS	\$ 100	\$ 100,000	\$ 100	\$ 100,000	1
2	HOURLY RATE FOR LABORER	200	HRS	\$ 100	\$ 20,000	\$ 100	\$ 20,000	2
3	HOURLY RATE FOR SHOP WORK	200	HRS	\$ 100	\$ 20,000	\$ 100	\$ 20,000	3
4	HOURLY RATE FOR ESTIMATORS TO DO SITE VISITS AND PROVIDE COST	80	HRS	\$ 100	\$ 8,000	\$ 100	\$ 8,000	4
	ESTIMATE FOR REQUESTED WORK		%		15		15	5
5	PROVIDE % MARKUP ON LIST PRICE FOR ALL MATERIALS		%		15		15	6
6	PROVIDE % MARKUP FOR SPECIALTY RENTAL EQUIPMENT		%		15		15	7
7	PROVIDE % MARKUP FOR A SPECIALTY SUB-CONTRACTOR		%		15		15	8
8	PROVIDE % MARKUP ON A PERMIT		%		15		15	9
BID A PRICE OF A PERIOD OF: 7/1/25 - 6/30/26								
9	HOURLY RATE FOR JOURNEYMAN MASON	1000	HRS	\$ 102	\$ 102,000	\$ 102	\$ 102,000	9
10	HOURLY RATE FOR LABORER	200	HRS	\$ 102	\$ 20,400	\$ 102	\$ 20,400	10
11	HOURLY RATE FOR SHOP WORK	200	HRS	\$ 102	\$ 20,400	\$ 102	\$ 20,400	11
12	HOURLY RATE FOR ESTIMATORS TO DO SITE VISITS AND PROVIDE COST	80	HRS	\$ 102	\$ 8,160	\$ 102	\$ 8,160	12
	ESTIMATE FOR REQUESTED WORK		%		15		15	13
13	PROVIDE % MARKUP ON LIST PRICE FOR ALL MATERIALS		%		15		15	14
14	PROVIDE % MARKUP FOR SPECIALTY RENTAL EQUIPMENT		%		15		15	15
15	PROVIDE % MARKUP FOR A SPECIALTY SUB-CONTRACTOR		%		15		15	16
16	PROVIDE % MARKUP ON A PERMIT		%		15		15	17
BID A PRICE OF A PERIOD OF: 7/1/26 - 6/30/27								
17	HOURLY RATE FOR JOURNEYMAN MASON	1000	HRS	\$ 105	\$ 105,000	\$ 105	\$ 105,000	17
18	HOURLY RATE FOR LABORER	200	HRS	\$ 105	\$ 21,000	\$ 105	\$ 21,000	18
19	HOURLY RATE FOR SHOP WORK	200	HRS	\$ 105	\$ 21,000	\$ 105	\$ 21,000	19
20	HOURLY RATE FOR ESTIMATORS TO DO SITE VISITS AND PROVIDE COST	80	HRS	\$ 105	\$ 8,400	\$ 105	\$ 8,400	20
	ESTIMATE FOR REQUESTED WORK		%		15		15	21
21	PROVIDE % MARKUP ON LIST PRICE FOR ALL MATERIALS		%		15		15	22
22	PROVIDE % MARKUP FOR SPECIALTY RENTAL EQUIPMENT		%		15		15	23
23	PROVIDE % MARKUP FOR A SPECIALTY SUB-CONTRACTOR		%		15		15	24
24	PROVIDE % MARKUP ON A PERMIT		%		15		15	

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BLANKET BID

(A) A SINGLE PRICE SHALL BE QUOTED FOR EACH ITEM AGAINST WHICH A PROPOSAL IS SUBMITTED. THIS PRICE WILL BE THE MAXIMUM IN EFFECT DURING THE AGREEMENT PERIOD. ANY PRICE DECLINE AT THE MANUFACTURER'S LEVEL SHALL BE REFLECTED IN A REDUCTION OF THE AGREEMENT PRICE TO THE UNIVERSITY OF RHODE ISLAND. (B) QUANTITIES, IF ANY, ARE ESTIMATED ONLY. THE AGREEMENT SHALL COVER THE ACTUAL QUANTITIES ORDERING DURING THE PERIOD. DELIVERIES WILL BE BILLED AT THE SINGLE, FIRM, AWARDED UNIT PRICE QUOTED REGARDLESS OF THE QUANTITIES ORDERED. (C) BID PRICE IS NET F.O.B. DESTINATION AND SHALL INCLUDE INSIDE DELIVERY AT NO EXTRA COST. (D) BIDS FOR SINGLE ITEMS AND/OR A SMALL PERCENTAGE OF TOTAL ITEMS LISTED, MAY, AT THE STATE'S SOLE OPTION, BE REJECTED AS BEING NON-RESPONSIVE TO THE INTENT OF THIS REQUEST. ORDERING (A) THE UNIVERSITY OF RHODE ISLAND WILL SUBMIT INDIVIDUAL ORDERS FOR THE VARIOUS ITEMS AND VARIOUS QUANTITIES AS MAY BE REQUIRED DURING THE AGREEMENT PERIOD. (B) EXCEPTION - REGARDLESS OF ANY AGREEMENT RESULTING FROM THIS BID, THE UNIVERSITY OF RHODE ISLAND RESERVES THE RIGHT TO SOLICIT PRICES SEPARATELY FOR ANY EXTRA LARGE REQUIREMENTS FOR DELIVERY TO SPECIFIC DESTINATIONS.

INSURANCE

IN ACCORDANCE WITH THE BOARD OF GOVERNORS (BOG) FOR HIGHER EDUCATION GENERAL CONDITIONS OF PURCHASE, INSURANCE CERTIFICATES ARE REQUIRED FOR WORKERS COMPENSATION, GENERAL LIABILITY, PROPERTY DAMAGE AND AUTO INSURANCE. UPON NOTICE OF TENTATIVE AWARD, THE SUCCESSFUL BIDDER(S) WILL BE REQUIRED TO SUBMIT THE ABOVE NAMING THE UNIVERSITY OF RHODE ISLAND, THE URI BOARD OF TRUSTEES, AND THE STATE OF RHODE ISLAND AS ADDITIONAL INSURED, BY A FIRM AUTHORIZED TO DO BUSINESS IN THE STATE OF RHODE ISLAND.

CHARGES

NO CHARGES OTHER THAN PARTS AND LABOR ON THE JOB - NO TRAVEL, NO MILEAGE, NO MISCELLANEOUS CHARGES, NO PORTAL TO PORTAL.

QUANTITIES

QUANTITIES, IF ANY, ARE ESTIMATED ONLY. THE AGREEMENT SHALL COVER THE ACTUAL QUANTITIES ORDERED DURING THE PERIOD DELIVERIES WILL BE BILLED AT THE SINGLE, FIRM, AWARDED UNIT PRICE QUOTED REGARDLESS OF THE QUANTITIES ORDERED.

URI CONTRACT VENDOR PROTOCOL:

OPERATIONAL PROCEDURES:

- All Vendors will report to the Sherman Building, 60 Tootell Rd. between the hours of 7:30AM and 4:00PM (phone# - 401-874-4060). Vendors will check in at the Maintenance Control Center (MCC) and sign out a key packet. Picture ID will be required at the time of sign out as well as the service tech's contact phone number.
- Vendor will fill out a timecard. The timecard will have the Company Name, Technician Name, Job Location and the URI work order number on it. Each Employee will Punch in/out at the Sherman Building time clock. Only the hours on the timecard will be paid. Vendor will provide a copy of the URI time-clock timecard with invoice.
- Vendor will notify requesting Facilities Supervisor of arrival. Vendor will contact requesting Supervisor upon completion of the work and leave a detailed field service slip with the Supervisor describing work performed, parts used and any remaining action necessary. URI work order# must be on the service slip and hours on field service slip must match the timecard. Key packet must be returned daily.
- No parking on any grassy surfaces, handicap spots, fire lanes or on sidewalks. Service vehicles must have appropriate signage/labeling.
- The Contractor is responsible for providing all vehicles, tools, and equipment necessary for performing the Work under this Contract including obtaining the equipment and transporting the equipment to and from the job site. In this regard, the Contractor shall:

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- Ensure that its employees that are assigned to perform the Work carry their own tools of the trade or are provided with tools normally carried by the trade on the job site. "Tools of the trade" are generally considered to be vehicles, tools, and equipment (e.g. hand tools, power tools, pickup trucks, vans, ladders, scaffolding, etc.) that are normally used in the course and scope of the Contractor's business and that should be a part of a qualified Contractor's inventory. Costs related to the acquisition, use, or maintenance of tools of the trade should be included as a part of the Contractor's fully-burdened Hourly Labor Rates and are not under any circumstances to be separately or directly billed under this Contract.

- Arrange for lease or rental of any special tools and equipment needed to perform the Work. "Special tools and equipment" are tools and equipment (e.g. lifts, railings, dumpsters with associated tipping fees, etc.) that are not typically maintained in a Contractor's inventory, but that are leased or rented when needed for a specific project/job. Charges for lease or rental of special tools and equipment with associated mark-up may be directly billed provided that the Contractor clearly identifies these items in advance as a part of their proposal to perform the Work.

- Ensure that all vehicles, tools, and equipment are in good operating condition, capable of rendering efficient, economical, and continuous service and equipped with necessary and required safety devices in accordance with State and Federal laws. While the University reserves the right to inspect any equipment for compliance with these requirements regarding condition, this does not relieve the Contractor of the obligation to furnish conforming equipment. If any equipment is found to be deficient or non-conforming, the University shall so notify the Contractor who shall immediately take action to place the equipment in good operating condition at his own expense. If the Contractor does not take corrective action within a reasonable time, the University may require the immediate removal and replacement of the deficient equipment at the Contractor's expense.

- The Contractor is responsible for providing supervision, coordination, and oversight necessary to facilitate the orderly progress and timely completion of the Work. The University does expect that occasional site visits will be made by Contractor's management staff; however, direct charges for supervision of jobs by company management personnel will not be allowed (such costs should be treated as a part of overhead). Unless collective bargaining agreement rules specify otherwise, any time there are two (2) or more workers of the same trade on a job, one (1) individual will be designated as the foreman and is responsible for overseeing and coordinating safe and high quality work.

- The University will require an estimate prior to the release of any work for budgetary review and contract compliance. All work will be performed under the line item unit cost structure detailed in the contract. Any modification to the cost structure detailed, or contract, will need approval in writing by the designated University representative.

- Vendor will send (1) service technician unless prior arrangements have been made with University Management.
 - The Contractor agrees to furnish all labor, equipment, material and supervision to perform the Work described in the Contract Documents listed.
 - The University expects the Contractor to provide workers who are properly qualified, trained, certified, and experienced in their respective trades to perform the Work under this Contract. The Contractor is responsible for his employees using safe working practices, maintaining satisfactory standards of employee competency, conduct, and integrity, and for taking such disciplinary action with respect to his employees as may be necessary and appropriate and shall be responsible for ensuring that the Work is performed in accordance with the established practice of the craft or trade. The University reserves the right to require the Contractor to remove any employee from the worksite who is deemed to be incompetent, careless, insubordinate, belligerent, or whose continued employment on the project is otherwise considered to be contrary to the University's interest.

- Vendor must submit C-19 Work Safety Plan to the University of Rhode Island for Review & Approval

KEY PACKETS:

- Key Packets are available in the Control Center for Vendor use only. They are signed out and returned daily. No exceptions.
- Keys lost or misplaced are the sole responsibility of the vendor affected. The vendor will assume all costs associated with any and all lost keys.
- Key Packs in use after 4:00pm will need to be called in to the Control Center (phone# 401-874-4060) and explain as to why the keys will be late. Late keys will be returned to the mail slot outside the Control Center daily. No keys will be held outside of working hours without management authorization.

PROPER ATTIRE:

- On site technicians are to be properly attired. No tank tops, sleeveless shirts, hats with anything other than Vendor/Company Logo will be allowed. Shirts will contain Company Logo, or a Company Identification Badge shall be clearly displayed and be available for inspection at any time.

- NO SUNGLASSES WILL BE WORN INSIDE ANY BUILDING

- PANTS WILL BE PROPERLY SECURED AT THE WAIST.

- SAFETY SHOES ARE REQUIRED.

- NO SMOKING IN OR WITHIN 50 FEET OF ANY UNIVERSITY OF RHODE ISLAND BUILDING.

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.

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.

Guillermo Dubon - 90%

Alva Dubon - 10%

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.

Y 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: Dubon Masonry Construction, LLC
Vendor's Signature: [Signature] Bid Number: 101327 Date: 1/10/24
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)
Chris Reynolds Vice President
Print Name and Title of Company official signing offer

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 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 journeyperson 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.

CERTIFICATION

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

By: Chris Reynolds 

Title: Vice President

Subscribed and sworn before me this 3rd day of January, 2024


My commission expires: 12/11/2025

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.