

BID/PROPOSAL

COMMODITY: MEADE STADIUM FIELD TURF & LIGHTING IMPROVEMENTS DATE: 2/5/2019

FORMAL BID NO. _____ PUBLIC BID NO. 100686 RFP NO. _____

BIDS ARE TO BE RECEIVED IN URI PURCHASING DEPARTMENT BY: DATE: 3/5/2019 TIME: 2:00 PM
Eastern Time

BUYER: XENIYA JONES/rlc  SURETY REQUIRED: YES: X NO: _____

PRE-BID/PROPOSAL CONFERENCE: DATE: 2/14/2019 TIME: 9:00 AM

MANDATORY: YES: X NO: _____
LOCATION: FIRST FLOOR CONFERENCE ROOM, 210 FLAGG RD., KINGSTON, RI 02881

Questions concerning this solicitation must be received by the URI Purchasing Department at URIPurchasing@uri.edu no later than DATE: 2/22/2019 TIME: 12:00 PM Please reference the Bid/RFP No. on all correspondence. Questions received, if any, will be posted on the internet as an addendum to this solicitation at the conclusion of the question period. It is the responsibility of all interested parties to download this information. For Bid Solicitation Information visit: <http://web.uri.edu/purchasing/bid-information/>

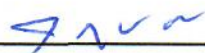
BE SURE ALL INFORMATION SHOWN BELOW IS CORRECT.
FEDERAL EMPLOYER IDENTIFICATION NUMBER MUST BE INCLUDED.

COMPANY NAME: J.R. Vinagro Corporation FEIN: 05-0496874
STREET AND NUMBER: 2208 Plainfield Pike
CITY, STATE & ZIP CODE: Johnston, RI 02919

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.

Joseph R. Vinagro, President
Print Name and Title

401-943-7100/ 401-647-5041
Telephone Number/Facsimile Number


Signature

3/5/19
Date

joejr@jrvinagrocorp.com
E-mail address

THIS BID WILL NOT BE HONORED UNLESS SIGNED

The University of Rhode Island is an equal opportunity employer committed to the principles of affirmative action.

Quasi-Public
University of Rhode Island

SECTION 1 – RIVIP VENDOR INFORMATION

Bid/RFP Number: 100686A2
Bid/RFP Title: MEADE SATDIUM FIELD TURF & LIGHTING IMPROVEMENTS
Bid Contact Person: PURCHASING
Bid Contact Phone: 401-874-2171
Opening Date & Time: 3/5/2019 2:00 PM
RIVIP Vendor ID #: 69760
Vendor Name: J.R. Vinagro Corporatoin
Address: 2208 Plainfield Pike
Telephone: 401-943-7100
Fax: 401-647-5041
E-Mail: donnad@jrvinagrocorp.com
Contact Person: Donna Davis
Title: ProjectCoordinator

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at www.purchasing.state.ri.us. It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

Submission Information

Submit offers as required within the Bid/RFP document. This contract is NOT a state bid.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate, (3) that vendor understands and has complied with the requirements set forth.


Vendor's Signature: I/we certify that the above vendor information is correct and complete.

Date 3/5/19

Joseph R. Vinagro, President

Print Name and Title of company official signing offer

University of Rhode Island Bidder Certification Form

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.

Bids 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 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/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the University of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

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. 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.

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, Solicitation Opportunities +, Other Solicitation Opportunities or appearing in person at the University of Rhode Island Purchasing Office Mondays through Fridays between 8:30 am – 3:30 pm. 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 BOARD OF GOVERNORS FOR HIGHER EDUCATION CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws, including the Board of Governors for Higher Education General Terms and Conditions of Purchase. The regulations, General Terms and Conditions are incorporated into all University of Rhode Island contracts and can be viewed at: www.ribghe.org/procurementregs113006.pdf and www.purchasing.ri.gov.

ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

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 <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>

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 so, then provide details below.

N 2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

N 3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

Y 4 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

Y 5 I/we acknowledge that, in accordance with (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 Board of Governors for Higher Education 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 8.2.1.1.2 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 6 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 7 I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

Y 8 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

Y 9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

Y 10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) and the Board of Governors Website (www.ribghe.org/procurementregs113006.pdf) 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 11 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

N/A 12 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: N/A

Y 13 I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 – 11 and 13 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, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature:  Bid Number: 100686 Date: 3/5/19

(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Joseph R. Vinagro, President (401) 943-7100

Print Name and Title of Company official signing offer Telephone Number

Solicitation # : 100686

Solicitation Title: Meade Stadium Field Turf & Lighting Improvements

BID FORM

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

Project: University of Rhode Island – Office of Capital Projects
MEADE STADIUM FIELD TURF & LIGHTING IMPROVEMENTS
URI Project No. KC.A.MEAD.2018.001

Bidder:

J.R. Vinagro Corporation	
Legal name of entity	
2208 Plainfield Pike, Johnston, RI 02919	
Address	
Joseph R. Vinagro	joejr@jrvinagrocorp.com
Contact name	Contact email
401-943-7100	401-647-5041
Contact telephone	Contact fax

Solicitation # : 100686

Solicitation Title: Meade Stadium Field Turf & Lighting Improvements

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):

\$ 4,214,848.14

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

Four Million, Two Hundred Fourteen Thousand, Eight Hundred Forty-Eight Dollars, Fourteen Cents

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

• **ALLOWANCES**

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

1. Testing Allowance.	\$10,000.00
2. Utility Allowance.	\$50,000.00
3. Rock Excavation Allowance.	\$15,000.00
4. Unsuitable Material Allowance.	\$15,000.00
5. Subsurface Borings.	<u>\$10,000.00</u>
Total Allowances:	\$100,000.00

BONDS

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

Solicitation # : 100686

Solicitation Title: Meade Stadium Field Turf & Lighting Improvements

• **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

February 18, 2019

Addendum No. 2, dated

February 27, 2019

2. ALTERNATES (*Additions to Base Bid Price*)
(Reference Section 01 16 30 Product Substitutions)

The Bidder offers to: (i) perform the work described in this 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 the Alternate (further defined in Specification Section 01 2000) selected.

ADD Alternate 1 – Dual Polymer Turf System

\$ 14,000.00

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

Fourteen Thousand Dollars, Zero Cents

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

Solicitation # : 100686

Solicitation Title: Meade Stadium Field Turf & Lighting Improvements

3. UNIT PRICES (None)

4. CONTRACT TIME

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

- Start of Construction.....April 1, 2019
- Substantial Completion.....August 16, 2019
- Final Completion.....August 30, 2019

The Final Completion date for Work shall be within 150 calendar days of the Purchase Order from the Division of Purchases.

The Start of Construction for April 1, 2019 will not be delayed by a Bidder's Late submittal for MBE and EEO certifications. The Bidder shall be prepared to submit their planned MBE and EEO Compliance verifications no later than March 7, 2019, only two (2) calendar days after the Bid Opening.

Solicitation # : 100686

Solicitation Title: Meade Stadium Field Turf & Lighting Improvements

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 Thousand Dollars (\$5,000.00) 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.

Date: 3/5/19

BIDDER

J.R. Vinagro Corporation

Name of Bidder


Signature in ink

Joseph R. Vinagro, President

Printed name and title of person signing on behalf of Bidder

32217

Bidder's Contractor Registration Number



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

General Contractor Apprenticeship Certification Form

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

Bid/RFP Number: 100686

Bid/RFP Title: Meade Stadium Field Turf and Lighting Improvements

RIVIP Vendor ID#: 69760

Vendor Name: J.R. Vinagro Corporation

Address: 2208 Plainfield Pike, Johnston, RI 02919

Telephone: (401) 943-7100

Fax: (401) 647-5041

E-Mail: joejr@jrvinagrocorp.com

Contact Person and Title: Joseph R. Vinagro, President

J.R. Vinagro Corporation of
2208 Plainfield Pike, Johnston RI _____ (Company Name & Address) (hereafter
"bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13-
3.1 because bidder meets one of the following qualifications (check):

- A. Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);

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

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

Joseph R. Vinagro, President
Printed Name and Title of Authorized Representative

3/5/19
Date


Signature of Authorized Representative

ARTICLE VII FRINGE BENEFITS

SECTION 1. Health and Welfare Fund

It is hereby agreed that each Employer shall pay to the Trustees of the Health and Welfare Fund Nine Dollars and Seventy Five Cents (\$9.75) per hour for total gross hourly wages paid to each employee weekly by said Employer. Such monies shall be paid to the Trustees no later than the twentieth (20th) of the month following the month for which the contribution is being made; however, in the case of operations of less than a month's duration, payments shall be due weekly.

SECTION 2. Pension Fund

It is hereby agreed that the Employer shall pay to the Trustees of the Pension Fund Nine Dollars and Fifty Cents (\$9.50) per hour for the total gross hourly wages paid to each employee weekly by said Employer. Such monies shall be paid to the Trustees no later than the twentieth (20th) of the month following the month for which the contribution is being made; however, in the case of operations of less than a month's duration, payments shall be due weekly.

SECTION 3. Annuity Fund

It is hereby agreed that the Employer shall pay to the Trustees of the Annuity Fund Four Dollars and Seventy Five Cents (4.75) per hour for the total gross hourly wages paid to each employee weekly for said Employer. Such monies shall be paid to the Trustees no later than the twentieth (20th) of the month following the month for which the contribution is being made; however, in the case of operations of less than a month's duration, payments shall be due weekly.

SECTION 4. Apprenticeship and Training Fund

It is hereby agreed that the Employer shall pay to the Trustees of the Local 57 Apprenticeship and Skill Improvement

Fund Ninety Cents (\$.90) per hour for the total gross hourly wages paid to each employee weekly by said Employer. Such monies shall be paid to the Trustees no later than the twentieth (20th) of the month following the month for which the contribution is being made; however, in the case of operations of less than a month's duration, payments shall be due weekly.

SECTION 5. Legal Services Fund

- (a) The parties to this Agreement agree to form a jointly trusted fund entitled Operation Engineers Local 57 Legal Services Fund pursuant to Section 302 of the National Labor Relations Act, as amended, to provide employees and their dependents with assistance in defraying the cost of legal counsel. Such Fund shall be established to collect and disburse monies for payment of benefits to the employees covered by this Agreement. Such payments are to be made in accordance with the terms of the Trust Agreement hereinafter established.
- (b) It is hereby agreed that the Employer shall pay to the Trustees of the Local 57 Legal Service Fund for the benefit of the members of said Fund, Twenty Cents (\$.20) per hour for the total gross hourly wages paid to each employee weekly by said Employer. Such monies shall be paid to the Trustees no later than the twentieth (20th) of the month following the month for which the contribution is being made; however, in the case of operations of less than a month's duration, payments shall be due weekly.
- (c) It is understood by the parties to this Agreement that the Legal Services Trust and Plan to be established shall conform to the requirements of Section 302 (c) of the Labor Management Relations Act, as amended and shall not be effective until the Internal Revenue Service gives a ruling in writing that the employers will be able to deduct said contributions as an ordinary and necessary business expense.
- (d) There shall be a total of four (4) Trustees to constitute the Board of Trustees to administer the Fund. Said Trustees to be appointed are as follows: two (2) Trustees shall be appointed

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their authorized representatives and have affixed hereto the seals of their respective organization the day and year first written above.

FOR THE COMPANY:

Construction Industries of Rhode Island

Signature of Officer _____ Date 1/8/19

Print Name Joseph R. Vinagro, President

INDEPENDENT CONTRACTORS:

Signature of Officer _____ Date _____

Print Name _____

Company Name JR Vinagro Construction

Street 2208 Plainfield PK

City Johnston State RI Zip 02919

Area Code 401-943- Phone Number 7100

FOR THE UNION:

International Union of Operating Engineers, Local 57

By: James J. White
Business Manager & President



*State of Rhode Island and Providence Plantations
Contractors' Registration and Licensing Board*



BE IT KNOWN THAT

J. R. Vinagro Corporation
Joseph Vinagro

*has met the requirements of the law and has been granted this
certificate of registration as a*

Residential CONTRACTOR

IN THE STATE OF RHODE ISLAND

Registration No.: 32217

Issued: 11/15/2018

Expires: 12/01/2020

Chairman

Building Code Commissioner

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J.R. VINAGRO CORPORATION
2208 PLAINFIELD PIKE
JOHNSTON, RI 02919

SURETY:

(Name, legal status and principal place of business)

U.S. SPECIALTY INSURANCE COMPANY
20 W. AYLESBURY ROAD
TIMONIUM, MD 21094-5605

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.

OWNER:

(Name, legal status and address)

UNIVERSITY OF RHODE ISLAND,
PURCHASING DEPARTMENT
P.O. BOX 1773
Kingston, RI 02881

BOND AMOUNT: FIVE PERCENT OF ATTACHED BID (5%)

BOND NUMBER: JRVINAGRO515

PROJECT: MEADE STADIUM FIELD TURF AND LIGHTING IMPROVEMENTS, BID #100686

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

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.

Signed and sealed this **25th** day of **February**, 2019.



(Witness)



(Witness)

J.R. VINAGRO CORPORATION
(Principal)

(Seal)



(Title) **Joseph R. Vinagro, President**
U.S. SPECIALTY INSURANCE COMPANY
(Surety)

(Seal)

(Title) **HEIDI RODZEN, ATTORNEY-IN-FACT**

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured



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

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

Robert E. Shaw, Jr., Heidi Rodzen, Joline L. Binette, Melanie A. Bonnevie, Gary E. Heaslip

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (***unlimited***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

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

State of California
County of Los Angeles



By: [Signature]
Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature] (seal)



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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 25TH day of FEBRUARY, 2019.

Corporate Seals
Bond No. JRVINAGRO515
Agency No. 11518



[Signature]
Kio Lo, Assistant Secretary