



BID/PROPOSAL

COMMODITY: HEATHMAN HALL EXTERIOR REPAIR DATE: 2/28/2019

FORMAL BID NO. PUBLIC BID NO. 100698 RFP NO.

BIDS ARE TO BE RECEIVED IN URI PURCHASING DEPARTMENT BY: DATE: 3/28/2019 TIME: 2:00 PM Eastern Time

BUYER: XENIYAJONES/kb SURETY REQUIRED: YES: X NO:

PRE-BID/PROPOSAL CONFERENCE: DATE: 3/7/2019 TIME: 2:00 PM

LOCATION: MANDATORY: YES: X NO: CAPITAL PROJECTS CONFERENCE ROOM 60 TOOTELL RD, KINGSTON, RI 02881

Questions concerning this solicitation must be received by the URI Purchasing Department at URIPurchasing@uri.edu no later than DATE: 3/18/2019 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: EAST COAST MASONRY & RESTORATION, INC FEIN: 05-0489545 STREET AND NUMBER: 515 GREENVILLE AVE 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.

MICHAEL ST ANGELO / PRESIDENT 401-232-0562 / 401-349-2409 Print Name and Title Telephone Number/Facsimile Number Signature Date E-mail address MIKE@ECMRI.NET

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.

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: _____

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: Michael St. Angelo Bid Number: 100698 Date: 4/3/2019
(Person Authorized to enter into contracts: signature must be in ink) (if applicable)

MICHAEL ST. ANGELO - PRESIDENT 401-232-0562
Print Name and Title of Company official signing offer | Telephone Number

Solicitation #: 100698
Solicitation Title: Heathman Hall Exterior Repair

BID FORM

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

Project: Heathman Hall Exterior Repair
11 Heathman Rd, Kingston, RI 02881

Bidder: **EAST COAST MASONRY & RESTORATION,INC**

Legal name of entity

515 GREENVILLE AVE JOHNSTON,RI 02919

Address

MICHAEL ST. ANGELO

MIKE@ECMRI.NET

Contact name

Contact email

401-232-0562

401-349-2409

Contact telephone

Contact fax

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):

\$ 1,377,000.00

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

ONE MILLION THREE HUNDRED SEVENTY SEVEN THOUSAND DOLLARS

(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. Unforeseen Masonry Repair Allowance | \$50,000.00 |
| 2. Unforeseen Roofing Repair Allowance | \$50,000.00 |
| 3. Abatement Plan Allowance | <u>\$25,000.00</u> |
| Total Allowances: | \$125,000.00 |

Solicitation #: 100698
Solicitation Title: Heathman Hall Exterior Repair

- **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 3/27/19
Addendum No. 2, dated _____
Addendum No. 3, 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 2010) selected.

ALTERNATE No. 1

Provide a price to clean all exposed exterior face brick using methods described in the specifications, including buildings A, B, C, D, & E and all adjoining stair towers.

\$ 43,000.00

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

FORTY THREE THOUSAND DOLLARS

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

Solicitation #: 100698
 Solicitation Title: Heathman Hall Exterior Repair

3. UNIT PRICES (ALL UNIT PRICES SHOWN ARE EXAMPLES ARCHITECT TO VERIFY AND UPDATE UNIT PRICES FOR BIDDING)

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.

| | DESCRIPTION OF SERVICES | CONTRACTORS UNIT COST |
|--|-------------------------|-----------------------|
|--|-------------------------|-----------------------|

| | | |
|-------------------------|---|------------------|
| Unit Price No. 1 | Brick replacement | |
| | Each brick as described in 01 2010 Attachment A | \$, 1 2 5 . 0 0 |

| | | |
|-------------------------|--|----------------|
| Unit Price No. 2 | Re-pointing | |
| | Square foot as described in 01 2010 Attachment A | \$, 3 8 . 0 0 |

| | | |
|-------------------------|--|------------------|
| Unit Price No. 3 | Parapet cap replacement | |
| | Lineal foot as described in 01 2010 Attachment A | \$, 5 0 0 . 0 0 |

4. CONTRACT TIME

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

- Start of Construction..... April 22, 2019
- Blackout Dates (Exam Week – No Work) May 1, 2019 – May 8, 2019
- Substantial Completion..... November 8, 2019
- Final Completion..... November 22, 2019

Solicitation #: 100698
Solicitation Title: Heathman Hall Exterior Repair

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 for each phase, as determined in the sole discretion of the State: **One Thousand Dollars (\$1,000.00) 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: 4/3/2019

BIDDER

EAST COAST MASONRY & RESTORATION, INC

Name of Bidder

Signature in ink

MICHAEL ST. ANGELO / PRESIDENT

Printed name and title of person signing on behalf of Bidder

29479

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 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 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.

CERTIFICATION

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

MICHAEL ST. ANGELO

By: _____

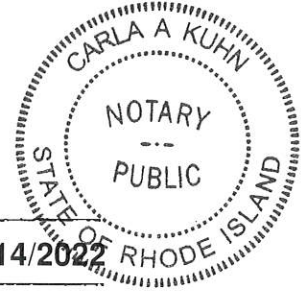
Title: **PRESIDENT**

Subscribed and sworn before me this 3RD day of APRIL, 2019

Carla Kuhn

Notary Public

My commission expires: 3/14/2022





**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.rli.gov, under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

Bid/RFP Number: 100698
Bid/RFP Title: HEATHMAN HALL EXTERIOR REPAIRS
RIVIP Vendor ID#: 9271
Vendor Name: EAST COAST MASONRY & RESTORATION, INC
Address: 515 GREENVILLE AVE JOHNSTON, RI 02919
Telephone: 401-232-0562
Fax: 401-349-2409
E-Mail: MIKE@ECMRI.NET
Contact Person and Title: MICHAEL ST. ANGELO / PRESIDENT

EAST COAST MASONRY & RESTORATION, INC.

(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. Subcontractor 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. Subcontractor 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. Subcontractor will not perform work on the awarded contract except through subcontractors (non performance);
- F. Subcontractor has received approval from the Rhode Island Department of Labor and Training that it satisfies the subcontractor 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).

EAST COAST MASONRY & RESTORATION INC.


_____(Company Name & Address) (hereafter "Subcontractor") hereby certifies that its subcontractor(s) meet the apprenticeship requirements of R. I. Gen. Laws § 37-13 -3.1.

MICHAEL ST.ANGELO /PRESIDENT

4/3/19

Printed Name and Title of Authorized Representative

Date


Signature of Authorized Representative

BID BOND

Great Midwest Insurance Company

CONTRACTOR:

(Name, legal status and address)

East Coast Masonry & Restoration Inc.
515 Greenville Avenue
Johnston, RI 02919

OWNER:

(Name, legal status and address)

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

BOND AMOUNT:

Five Percent (5%) of Total Amount Bid

SURETY:

(Name, legal status and principal place of business)

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

PROJECT:

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

Bid#100698: Heathman Hall Exterior Repair

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 **28th** day of **March** 2019

Carla Kuhn
(Witness)

Ramon [Signature]
(Witness)

East Coast Masonry & Restoration Inc.
(Principal) _____ (Seal)
Michael H. Aylo / PRESIDENT
(Title)

Great Midwest Insurance Company
(Surety) _____ (Seal)
[Signature]
(Title) **Kenneth P. Morotto Jr, Attorney-in-Fact**

POWER OF ATTORNEY

GM-200134

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:

Kenneth J. Coco, Ramona L. Gray, Kenneth P. Morotto Jr.

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 Four Million dollars (\$4,000,000.00), 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 15th day of October, 2018.

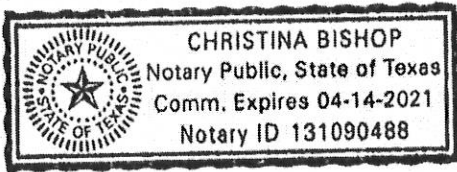


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Peter B. Smith, President

ACKNOWLEDGEMENT

On this 15th day of October, 2018, before me, personally came Peter B. Smith 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 28th Day of March, 2019.



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.

A G R E E M E N T

between the

BRICKLAYERS & ALLIED CRAFTSMEN

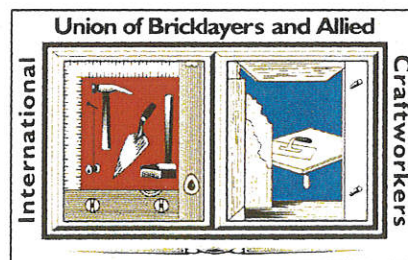
LOCAL UNION NO. 3

RHODE ISLAND

and the

RHODE ISLAND MASON

CONTRACTORS ASSOCIATION



EFFECTIVE: JUNE 1, 2018

EXPIRES: MAY 31, 2023

ARTICLE XIX

Bargaining Recognition

BAC Local 3 Recognized.

This Agreement shall certify that each Employer has satisfied itself or had an opportunity to satisfy itself that the Union in accordance with Section 9(a) of the National Labor Relations Act represents a majority of its Employees employed under this Agreement and, therefore, is the exclusive bargaining representative for and on behalf of all Employees employed by such Employer or Contractor wherever and whenever employed during the term of this Agreement, except supervisory Employees and other Employees excluded under the provisions of the National Labor Relations Act as amended.

Each Employer signatory to this Agreement, individually or through membership in a multi-employer bargaining unit, waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during its term, or to file any petition before the National Labor Relations Board seeking to accomplish such terminations, abrogation, cancellation or repudiation.

ARTICLE XX

Expiration

This Agreement will expire on May 31, 2023, but if neither party to this Agreement gives notice in writing to the other party on or before March 31, 2023 that they desire a change after May 31, 2023 then this Agreement will continue and remain in full force and effect until May 31, 2024 and so on from year to year, until such notice has been complied with.



RHODE ISLAND MASON
CONTRACTORS ASSOCIATION



BRICKLAYERS & ALLIED CRAFTSMEN
LOCAL 3 RHODE ISLAND

RHODE ISLAND STATEWIDE
BUILDING AND SITE CONSTRUCTION AGREEMENT

Between

RHODE ISLAND CHAPTER, ASSOCIATED GENERAL
CONTRACTORS OF AMERICA, INC.

LABOR RELATIONS DIVISION

And

RHODE ISLAND LABORERS' DISTRICT COUNCIL
of the
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

Acting on Behalf of

Local Union 271, Providence, R. I.

Effective June 1, 2018 through May 31, 2023



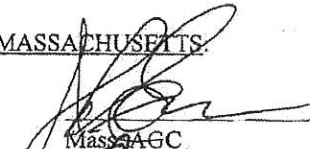

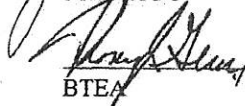
8. The Wage and Benefit rates, for work performed pursuant to this Memorandum Agreement, are attached as "Appendix B" and hereby incorporated into the pa Collective Bargaining Agreement for all hours worked pursuant to this Memorandum Agreement.
9. It is agreed that, effective upon the execution of this Memorandum of Agreement through the termination date of the parties' Collective Bargaining Agreements, the Di Councils and the Associations may mutually agree to modify, amend or suspend Memorandum of Agreement as they mutually deem appropriate.
10. The effective date of this Privately Funded Residential & Mixed Use Wood-Fr Construction Memorandum of Agreement shall be May 1, 2018.

Signed and sealed by us as indicated:

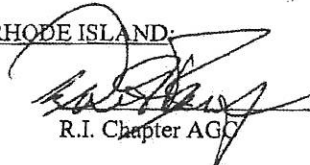
For the Associations:

For the District Councils:

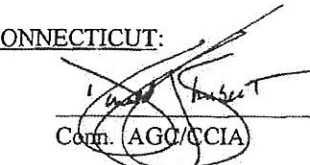
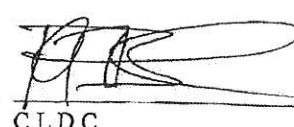
MASSACHUSETTS:

| | | | |
|--|-------------------|---|------------------|
|  Mass AGC | 14/26/18 Dated |  M&N NELDC | 15/4/18 Dated |
|  BTEA | 15-1-18 Dated | | |

RHODE ISLAND:

| | | | |
|---|------------------|---|------------------|
|  R.I. Chapter AGC | 17-1-18 Dated |  R.I.L.D.C. | 17/1/18 Dated |
|---|------------------|---|------------------|

CONNECTICUT:

| | | | |
|--|------------------|---|------------------|
|  Conn. AGO/CIA | 19/5/18 Dated |  C.L.D.C. | 18/7/18 Dated |
|--|------------------|---|------------------|

APPENDIX B



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

BE IT KNOWN THAT

East Coast Masonry & Restoration
Michael St. Angelo

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

COMMERCIAL CONTRACTOR

IN THE STATE OF RHODE ISLAND

Registration No. 29479

Issued: 2/14/19

Expires: 2/1/21

Chairman

Building Code Commissioner