

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **NARRAGANSETT IMPROVEMENT COMPANY, 223 Allens Avenue, Providence, Rhode Island** as Principal, hereinafter called the Principal, and **THE OHIO CASUALTY INSURANCE COMPANY** a corporation duly organized under the laws of the State of **New Hampshire** as Surety, hereinafter called the Surety, are held and firmly bound unto **UNIVERSITY OF RHODE ISLAND**


as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Amount of Attached bid Dollars (\$5% of Bid)**, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Solicitation #: 100968 Fraternity Circle North**

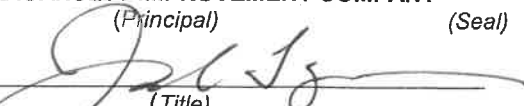
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5<sup>th</sup> day of **April, 2021**.

  
(Witness)

  
(Witness)

**NARRAGANSETT IMPROVEMENT COMPANY**  
(Principal) (Seal)

By:   
(Title)  
**Jon S. Toegemann/Vice President**  
**THE OHIO CASUALTY INSURANCE COMPANY**  
(Surety) (Seal)

By:   
**Denise A. Chianese (Title) Attorney-in-Fact**



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197225-012063

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles A. Byrne, David J. Byrne, III; Denise A. Chianese; Russell C. Corner, II

all of the city of East Providence state of RI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of April, 2021.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Quasi-Public  
University of Rhode Island

SECTION 1 – RIVIP VENDOR INFORMATION

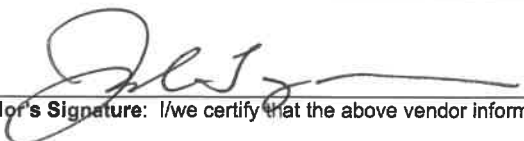
**Bid/RFP Number:** 100968A1  
**Bid/RFP Title:** FRATERNITY CIRCLE NORTH  
**Bid Contact Person:** PURCHASING  
**Bid Contact Phone:** 401-874-2171  
**Opening Date & Time:** 4/5/2021 11:00AM  
**RIVIP Vendor ID #:** 1336  
**Vendor Name:** Narragansett Improvement Company  
**Address:** 223 Allens Avenue  
**Telephone:** 401-996-9473  
**Fax:** 401-351-6444  
**E-Mail:** jtoegemann@nicori.com  
**Contact Person:** Jon S. Toegemann  
**Title:** Vice President

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](http://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 4/5/2021

Jon S Toegemann / Vice President  
Print Name and Title of company official signing offer

**Solicitation # : 100968**  
**Solicitation Title: Fraternity Circle North**

**BID FORM**

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

Project: Fraternity Circle North, University of Rhode Island

Bidder:

Narragansett Improvement Co

Legal name of entity

223 Allens Ave Providence RI 02903

Address

Jon S Toegemann

Contact name

wepavenico@nicori.com

Contact email

401-331-7420

Contact telephone

401-351-6444

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):

**\$ 577,500.00**

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

**Five Hundred Seventy Seven Thousand, Five Hundred Dollars, No Cents**

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

**Solicitation # : 100968**  
**Solicitation Title: Fraternity Circle North**

• **ALLOWANCES**

The Base Bid Price ***includes*** the costs for the following Allowances as defined in Specification Section 01 2010:

1. Allowance No.1 – Dumpster Relocation and Miscellaneous Site Work:
  - a. \$10,000 – The Contractor shall carry an allowance for relocating an on-site dumpster to a location to be determined in addition to miscellaneous site work as directed by URI.
2. Allowance No.2 – Wayfinding and Street Signage:
  - a. \$30,000 – The Contractor shall carry an allowance for the future incorporation of a wayfinding sign with associated power and communications requirements and the addition of street signage.
3. Allowance No.3 – Irrigation and Miscellaneous Utility Work:
  - a. \$10,000 – The Contractor shall carry an allowance for repair of the existing irrigation service in addition to miscellaneous utility work as directed by URI.
4. Allowance No. 4 – Crack Sealing:
  - a. \$50,000 – The Contractor shall carry an allowance for the crack sealing of roadways/parking lots on the URI Kingston Campus as directed by URI.

• **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 3/25/2021

Addendum No. 2, dated \_\_\_\_\_

Addendum No. 3, dated \_\_\_\_\_

**2. ALTERNATES: NONE**

**3. UNIT PRICES**

The Bidder submits these predetermined Unit Prices as the Basis for any change orders approved in advance by the State. These Unit Prices include ***all*** costs, including labor, materials, services, regulatory compliance, overhead, and profit.

Refer to Specification 310000 – Earthwork for Unanticipated Unsuitable Soil removal, Bulk Excavation Rock removal, and Trench Excavation Rock removal Unit Prices and the Allowances section of this form for other specified Unit Prices.

Solicitation # : 100968  
 Solicitation Title: Fraternity Circle North

DESCRIPTION OF SERVICES		CONTRACTORS UNIT COST											
<b>Unit Price No. 1</b>	<b>Removing 2" Bituminous Pavement by Micro-milling per Specification 321100 – Site Preparation</b>												
	Unit of Measurement: Square Yard	\$									3	.	7
<b>Unit Price No. 2</b>	<b>Install 2" Modified Class 12.5 HMA per Specification 321217 – Hot Mix Asphalt</b>												
	Unit of Measurement: Ton	\$											
<b>Unit Price No. 3</b>	<b>Install Granite Curb with Concrete Curb Lock in accordance with the "CURB SETTING DETAIL" and Specification 321217 – Hot Mix Asphalt</b>												
	Unit of Measurement: Linear Foot	\$											
<b>Unit Price No. 4</b>	<b>Install Concrete Sidewalk with Wire Mesh Reinforcing per Specification 321313 – Cement Concrete Pavement</b>												
	Unit of Measurement: Cubic Yard	\$											
<b>Unit Price No. 5</b>	<b>Install Stamped Colored Asphalt per Specification 321217 – Hot Mix Asphalt</b>												
	Unit of Measurement: Square Foot	\$											
<b>Unit Price No. 6</b>	<b>Remove and Reset Existing Sign Post with New Concrete Base</b>												
	Unit of Measurement: Each	\$											
<b>Unit Price No. 7</b>	<b>Crack Sealing Roadways/Parking Lots</b>												
	Unit of Measurement: Linear Foot	\$											

Solicitation # : 100968  
Solicitation Title: Fraternity Circle North

#### 4. CONTRACT TIME

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

- Start of Construction.....May 15, 2021
- Substantial Completion..... August 15, 2021
- Final Completion.....December 31, 2021

The Final Completion date for Work shall be within **230** calendar days of the Purchase Order from the Division of Purchases.

#### 5. LIQUIDATED DAMAGES

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

#### BID FORM SIGNATURE(S)

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

Date: 4/5/2021

#### BIDDER

Narragansett Improvement Co

Name of Bidder

  
Signature in ink

John S Toegemann / Vice President

Printed name and title of person signing on behalf of Bidder

# 4812

Bidder's Contractor Registration Number

**STATE CONTRACT ADDENDUM**  
**RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING**  
**PREVAILING WAGE REQUIREMENTS**  
**(37-13-1 ET SEQ.)**

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at [www.dlt.ri.gov/pw/Posters.htm](http://www.dlt.ri.gov/pw/Posters.htm) or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) on or before July 1<sup>st</sup> of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1<sup>st</sup> of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;




7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at [www.dlt.ri.gov/pw.forms/htm](http://www.dlt.ri.gov/pw.forms/htm), as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to 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](http://www.dlt.ri.gov/pw).

### CERTIFICATION

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

By:   
Title: Jon S Toegemann / Vice President

Subscribed and sworn before me this 4 day of April, 2021

  
Notary Public, Mary B. McArthur  
My commission expires: 5/9/2021

