



# Rhode Island Airport Corporation

April 18, 2014

## INVITATION FOR BID NO. 25390 AIRPORT CANOPY REPAIRS T. F. GREEN AIRPORT

### INTRODUCTION

The Rhode Island Airport Corporation (RIAC) is soliciting bids to repair the external airport canopies located at the entrance of the airport terminal for T.F. Green Airport.

**A Pre-Bid Conference** for potential bidders will be conducted at ***RIAC, T.F. Green Airport, 2<sup>nd</sup> Floor (Grant Conference Room), 2000 Post Road, Warwick, RI 02886*** on ***April 23, 2014 at 12:00 pm, local time.*** RIAC recommends that potential bidders attend the Pre-Bid Conference to familiarize themselves with the Scope of Work for this project.

A tour of the site is scheduled immediately after the Pre-Bid Conference. No other scheduled tour or visit of the project site will be conducted. No claims for extra costs shall be allowed because of lack of full knowledge of verifiable conditions.

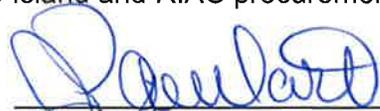
All Questions from prospective bidders must be sent to: [procurement@pvdairport](mailto:procurement@pvdairport) by April 29, 2014. RIAC will respond to these questions by May 2, 2014 via an addendum.

Sealed bids will be received by RIAC at ***T.F. Green Airport, 2000 Post Road, Warwick, RI 02886 until 2:00 pm, local time, May 7, 2014*** at which time and place all bids will be publically opened. Bids must be in a sealed envelope clearly marked with "***IFB No. 25390 – Airport Canopy Repairs***" and addressed to: ***Office of Procurement, 3<sup>rd</sup> Floor, T. F. Green Airport, 2000 Post Road, Warwick RI 02886-1533.*** RIAC will not accept late bids under any circumstances. All costs incurred in connection with responding to this Invitation for Bids (IFB) shall be borne by the bidder. RIAC reserves the right to waive any irregularities and to reject any and all bids on any basis without disclosing the reason.

The successful bidder will be the lowest responsible and responsive bidder, whose responsive bid conforms to the written requirements of RIAC. For purposes of this solicitation, the lowest responsible and responsive bidder is the firm that RIAC determines meets the specifications at the lowest price. The successful bidder must hold the bid price for one hundred twenty (120) days from bid opening date.

Procedures respecting bids and the selection of Contractors shall be in conformity with Title 37, Chapter 2 of the General Laws of the State of Rhode Island and RIAC procurement rules.

  
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Jose DaSilva  
AVP Building Maintenance

  
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Jeffrey P. Goulart  
Manager of Finance and Administration

### **GENERAL DESCRIPTION OF WORK**

RIAC has a total of 9 glass canopies at the front entrance to T.F. Green Airport, located in Warwick, RI. There are a total of 854 glass panels comprising nearly 15,000 linear feet. During inclement weather (primarily rain), these canopies can leak causing an inconvenience to travelers. RIAC will be requiring the glass canopies to be resealed with DOW 995 Silicone sealant. While the scope of the project consists of nine (9) glass canopies, RIAC is requesting that the potential bidders provide pricing as follows:

<b>Canopy Type</b>	<b>Bid Type</b>	<b>No. of Canopies</b>	<b>LF</b>	<b>No. of Panels</b>
A1	Base Bid	1	3,024	320
A2	Base Bid	2	3,348	160
	Total:	3	6,372	480
B1	Alternate 1	2	2,520	110
B2	Alternate 1	2	2,016	88
	Total:	4	4,536	198
B3	Alternate 2	2	4,104	176
	Total All	9	15,012	854

### **PROJECT DESCRIPTION**

The project's proposal solicitation is based on a lump sum for each canopy type with the scope of work to replace all leaking sealing joints surfaces of all the exterior Glass entrance canopies of the airport terminal.

### **SCOPE OF WORK**

- A. Furnish all equipment, labor and materials required for protection of public rerouting pedestrian or vehicular traffic, and proper associated signage.
- B. Furnish all equipment, labor and materials required for temporary protection of the refinish work, as well as containment of airborne and other debris during power washing and each phase of the work.
- C. Furnish all equipment, labor and materials required for surface preparation, power water washing, repair, and curing procedures associated with repair of the entrance canopies as outlined within the specifications and as indicated on contract drawings.
- D. Furnish all equipment, labor, and materials required for temporary access to all areas scheduled to receive repair.
- E. Provide any necessary temporary facilities and/or appurtenances for the project and coordinate with the Owner.

- F. Provide all necessary masking and temporary protection for building components, lighting, electrical, masonry, trim, etc. during all phases of the work. Where masking is not sufficient or practical smaller items such as lighting and speakers may be removed and relocated under the Owner' direction.

### **PRECONSTRUCTION CONFERENCE**

- A. A Preconstruction Conference will be held with the Owner, Engineer, Contractor and all involved trades to discuss all aspects of the project. The Contractor's foreman or field representative will attend this Conference. The Conference will not be held until all shop drawings and submittals have been received and reviewed by the Owner and the Engineer.

### **CONSTRUCTION SCHEDULE**

- A. The Owner shall review the Contractor's Construction Schedule prior to the start of any work. It shall be the responsibility of the Contractor to supply the Owner with written notice, 48 hours in advance, if their work location(s) for a workday is difference from the schedule.
- B. During the construction period, weekly project meetings and inspections to review repair progress will be held on-site with the Owner, Manufacturer's Representative, and Engineer. Representatives of the Contractor and all subcontractors will be required to attend unless otherwise agreed by the Owner.
- C. "Seasonal Shutdown": Repair work shall continue provided that satisfactory weather and temperature conditions prevail. If work is projected to extend into late fall or winter months or where ambient temperatures drop below 40 degrees F, work schedule shall be coordinated with the Owner for "seasonal shutdown", to resume after winter months when temperatures are within an acceptable range. The Engineer and Owner shall be solely responsible for directing the Contractor when working operation shall terminate and resume for "seasonal shutdown".

### **PROJECT CONDITIONS**

- A. The buildings and site will be occupied and in use during construction. The Contractor shall take all necessary precautions to create as little disturbance or disruption to the buildings, site and occupants as is possible during the course of the work.
- B. The Contractor shall supply, install and maintain all shoring, supports, barriers, protection, warning lines, lighting and personnel required to protect the structure, fixtures and facilities affected by the work, and segregate the work area(s) from pedestrian or vehicular traffic, as well as to prevent damage to the building, occupants and the surrounding landscaped and paved areas. All applicable OSHA and Rhode Island requirements (to include the requirements of the Division of Occupational Safety and those in Title 23, Health and Safety Laws) shall be observed by the Contractor.
- C. Special Note: The Owner has not performed any hazards material detection or testing at the entrance canopy steel. The Contractor is responsible for hazardous material detection and mitigation. The Contractor shall comply with all local, state, and federal regulations for removal, handling, and disposal of any hazardous materials by license abatement personnel.

- D. All materials and workmanship shall be the best construction practice. Refer to the requirements of the manufacturer, recommendations, and these Specifications and appropriate codes for handling and installation of all materials and systems.
- E. All new and temporary construction, including equipment and accessories, shall be secured from vandalism and abuse.
- F. Schedule and execute all work without exposing the interior of the building to the effects of inclement weather. Protect the building and its occupants against such risks and repair/replace all work-related damage to the satisfaction of the Owner.
- G. The Owner requires the Contractor to conform to all requirements of this Specification as well as those of the approved manufacturers.
- H. All materials and workmanship shall be of the best construction practice. Refer to the requirements of the manufacturer and these Specifications for handling and installation of all materials.
- I. Protect the building and site areas not included in the construction. The Contractor shall replace or repair all building and site damage as a result of the construction to the satisfaction of the Owner at no cost to the Owner.
- J. Supply all labor, vacuums, tools, appliances, shoring, supports or other items required to properly support, elevate and protect fixtures, equipment, and facilities affected by the work and to properly install the work.
- K. Should any electrical and/or mechanical disconnection, reconnection or extension be necessary, the disconnection, reconnection and extension shall be performed by licensed tradesmen to comply with local and state building codes and shall be the responsibility of the Contractor.
- L. All debris, dust and dirt shall be swept clean from all exterior and interior surfaces affected by the work. Any interior finishes and floors which are damaged, soiled or affected by the work shall be cleaned, repaired or replaced by the Contractor with a system equal in color, texture, and finish at no additional cost to the Owner.
- M. Any open ducts, grills, thermostats, electric boxes, lights, speakers, or similar fixtures and items which can be soiled or affected by the work shall be masked, protected, and cleaned by the Contractor at no additional cost to the Owner. Temporary removal and relocation of these items may be allowed at no additional cost when approved by the Owner. Any existing items damaged as a result of removal/relocation, or repair operations shall be replaced by the Contractor at no additional cost.
- N. Upon completion of work, remove all temporary protection installed by the Contractor.
- O. Work Limitation: During the course of all phases of work, only one-half of the skycap area may be closed at a time. Also, one door at each entrance/exit must always remain operational with safe public passage. Contractor shall coordinate all work area limitations with the Owner prior to initiating any work.

## **DIMENSIONS AND QUANTITIES**

- A. All dimensions and quantities shall be field-verified by the Contractor. The Contract Documents have been compiled from various sources, and may not reflect the actual field conditions.
- B. The Contractor is cautioned to take all necessary precautions and make all necessary investigations to properly prepare and repair the entrance canopies.
- C. The location of the existing utilities adjacent to the project site, to be used for temporary service connections, shall be established by the Contractor in conjunction with the utility and Owner.

## **SPECIFICATIONS**

- 1. PART 1 - GENERAL: This Section covers supply and installation of one-component, neutral-cure, high-tensile-strength elastomeric silicone sealant and adhesive for structural bonding glass, metal, and other building components.
  - a. DEFINITIONS
    - i. Structural bite: Minimum width or contact surface of structural silicone sealant on both glass panel and support frame. (ASTM C1401).
    - ii. Glueline thickness: Width of installed structural silicone sealant. (ASTM C1401).
    - iii. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.
    - iv. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
      - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
      - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.
      - 3.
  - b. PERFORMANCE CRITERIA
    - i. Installed structural silicone glazing shall withstand these loads without breakage, loss, failure of seals, product deterioration, and other defects.
      - 1. Dead and live loads: Determined by ASCE 7 and calculated in accordance with applicable codes.
      - 2. Effects of applicable windload acting inward and outward normal to plane of wall in accordance with ASTM E330.
      - 3. Thermal loads and movement from ambient temperature range of 120 degrees F.
      - 4. Movement and deflection of structural support framing.
    - ii. Provide and install exterior sealants and other glazing accessories to resist water and air penetration.
  - c. SUBMITTALS
    - i. Submit the number of copies which the Contractor requires, plus three copies which will be retained by the Architect. (Owner 2, Architect 1).

1. Product data for silicone sealant, primer, joint backing, and other accessories. Include material safety data sheets (MSDSs) and certifications showing compliance with specified standards.
2. Shop drawings detailing sealant joints and indicating dimensions, materials, structural bite, glueline thickness, joint profile, and support framing.
3. Manufacturer's instructions for installation and field quality control testing by installer.
4. Copy of warranties specified in Paragraph 1.8 below.

d. **PRODUCT HANDLING**

- i. Deliver products in manufacturer's original containers clearly labeled with product identification, date of manufacture, and shelf life.
- ii. Store materials in clean, dry area at temperatures below 86 degrees F.
- iii. Do not use sealants and primers after manufacturer's stated shelf life.

e. **PROJECT CONDITIONS**

- i. Do not install silicone sealants during inclement weather, strong winds, or when such conditions are expected. Allow wet surfaces to dry.
- ii. Optimum sealant application temperature: Between 50 and 90 degrees F.
- iii. Do not install sealants when temperature is:
  1. 5 degrees F below dew point.
  2. Above 122 degrees F.

f. **WARRANTY**

- i. Provide the following warranties:
  1. Installer's 5-year workmanship warranty.
  2. Manufacturer's 20-year material warranty for properly installed silicone sealant.

2. **PART 2 – PRODUCTS**

a. **ACCEPTABLE MANUFACTURERS**

- i. Basis-of-Design Product: Dow Corning Corporation, P.O. Box , 994 Midland, MI 48686-0994; (800) 248-2481; [www.dowcorning.com/construction](http://www.dowcorning.com/construction). Comparable products by other manufacturers are acceptable subject to compliance with the quality and performance standards established by the specified products.
- ii. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced.
  1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures

- e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated

b. SEALANT

- i. Type: One-component, high tensile strength, neutral-cure, elastomeric silicone sealant and adhesive for bonding glass, metal, and other building components; Dow Corning® 995 Silicone Structural Glazing Sealant, as manufactured by Dow Corning Corporation.
- ii. Compliance: Sealant shall meet or exceed requirements of these standards:
  - 1. ASTM C920, Type S, Grade NS, Class 50, Use NT, G, and A.
  - 2. ASTM C1184, Type S, Use G, A, and O.
  - 3. SWRI Validation, Class 50.
  - 4. GSA CID A-A-272A - Sealing Compound: Silicone Rubber Base For Caulking, Sealing, and Glazing in Buildings and Other Structures.
  - 5. GSA CID A-A-1556 -Sealing Compound Elastomeric Type, Single Component For Caulking, Sealing, and Glazing in Buildings and Other Structures.
- iii. Color: Gray
- iv. Shelf life: 18 months.
- v. Volatile organic compound (VOC) content: 30 grams/liter.

- vi. Tack-free time at 50 percent relative humidity: 65 minutes.
- vii. Working time: 10 to 20 minutes.
- viii. Time to full adhesion: 14 to 21 days.
- ix.
- x. Flow, sag, slump: 0.2 inch maximum, tested in accordance with ASTM D2202.
- xi. Cured sealant properties after 7 days 77 degrees F and 50 percent relative humidity:
  - 1. Hardness: 40-durometer hardness, Shore A, tested in accordance with ASTM D2240.
  - 2. Tensile strength: 350 psi, tested in accordance with ASTM D412.
  - 3. Elongation: 525 percent, tested in accordance with ASTM D412.
  - 4. Tear strength, Die B: 49 ppi, tested in accordance with ASTM D624.
  - 5. Peel strength: [40 pp, tested in accordance with ASTM C794.
  - 6. Ultimate tension adhesion: 170 psi, tested in accordance with ASTM C1135.
- xii. Cured sealant properties after 21 days at 77 degrees F and 50 percent relative humidity:
  - 1. Joint movement capability: Plus and minus 50 percent, tested in accordance with ASTM C719.
  - 2. Tensile strength at 25 percent elongation: 48 psi, tested in accordance with ASTM C1135.
  - 3. Tensile strength at 50 percent elongation: 75 psi, tested in accordance with ASTM C1135.
  - 4. Weathering after 4,500 hours, tested in accordance with ASTM C1135 using QUV Weatherometer:
    - a. Tensile strength at 25 percent elongation: 50 psi
    - b. Tensile strength at 50 percent elongation 78 psi.

c. ACCESSORIES

- i. Substrate primer: As recommended for project conditions and provided by silicone sealant manufacturer.
- ii. Sealant backing: Provide backing complying with ASTM C1330 Type B non-absorbent, bi-cellular material with surface skin.as recommended by sealant manufacturer.]
  - 1. Size: Greater than joint opening by 25 percent minimum.
- iii. Bond breaker tape: Provide tape to prevent adhesion to joint fillers or joint surfaces at back of joint and allow sealant movement.
  - 1. Type: Polyethylene or other plastic tape recommended by sealant manufacturer.
- iv. Masking tape: Non-staining, non-absorbent type compatible with silicone sealant and adjacent surfaces.

3. PART 3 – EXECUTION

a. GENERAL

- i. Existing site installed glass panels and aluminum framing. Contractor shall remove all surface installed sealants over existing pressure plates and remove pressure plates and install new sealant meeting manufacturer's instructions. Remove existing sealants at all butt glass locations and install new sealant meeting manufacturer's instruction.
- ii. Bond glass to metal support under pressure cover plate members with structural silicone sealant using 2-sided method as detailed on drawings.
- iii. To ensure compatibility and correct sizes, coordinate provision of glass, support framing, and sealants.
- iv. Prepare substrates and apply silicone sealant in accordance with manufacturer's instructions and reviewed shop drawings.

- v. Handle, store, and apply materials in compliance with applicable Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), volatile organic compound (VOC), and other regulations and manufacturer's material safety data sheets (MSDSs).
- vi. Use structural silicone sealant only in applications recommended by manufacturer.
- vii. Structural silicone joint design: Install sealant to meet these general requirements. Any variations shall be approved by sealant manufacturer.
  - 1. Glueline thickness: 1/4 inch minimum.
  - 2. Structural bite: 1/4 inch minimum and equal to or greater than glueline thickness.
  - 3. Bite-to-glueline ratio: Between 1:1 and 3:1.
  - 4. Joint shall be designed to be filled with standard sealant application procedures.
  - 5. Avoid three-sided sealant adhesion by use of backer rod or bond breaker tape.

b. PREPARATION

- i. Inspect substrates to receive silicone sealant. Ensure:
  - 1. Metal framing surfaces to receive glazing are flat and smooth without slots, serrations, and other irregularities.
  - 2. Verify aluminum framing has alodine, anodized, fluorocarbon paint, or polyester powder coat finish. Mill-finish aluminum is not an acceptable substrate for structural silicone sealant.
  - 3. Ensure surfaces are clean, dry, and free of frost, dust, dirt, grease, oil, mildew, and other contaminants which might affect adhesion.
- ii. Clean nonporous substrates with two-cloth solvent wipe in accordance with ASTM C1193.
  - 1. Pour cleaning solvent onto a clean cloth. Wipe vigorously to remove contaminants
  - 2. Immediately wipe cleaned area with separate cloth before solvent has evaporated.
- iii. Primer: Apply primer to substrates determined by adhesion test to require primer.
- iv. Masking: Apply masking tape as required to protect adjacent surfaces, to ensure straight bead line, and facilitate cleaning.

c. APPLICATION

- i. Sealant backing: Install without gaps, twisting, stretching, or puncturing backing material. Use gage to ensure uniform depth to achieve correct profile, coverage, and performance.
- ii. Bond breaker: Install on backside of joint where backing is not feasible.
- iii. Sealant:
  - 1. Use sealant-dispensing equipment to push sealant bead into opening. Fill joint opening to full and proper configuration. Apply in continuous operation. Ensure sealant fills entire joint and firmly contacts all surfaces.
  - 2. Tooling: Before skinning or curing begins, tool sealant with metal spatula.
    - a. Provide concave, smooth, uniform, sealant finish. Eliminate air pockets and ensure complete contact on both sides of joint opening.
    - b. Tool joints with one continuous stroke.
    - c. Do not use water, soap, or alcohol to facilitate tooling.
- iv. Complete horizontal joints prior to vertical joints. Lap vertical sealant over horizontal joints.
- v. Cleaning: Remove masking tape and excess sealant.
  - 1. Uncured sealant: Within 10 minutes of application, remove uncured sealant with solvent-dampened cloth, wearing solvent-resistant gloves.

2. Completely cured sealant: Carefully cut or scrape away.
- vi. Allow sealant to fully cure before adhesive is stressed. Use test specimens formed at time of sealant application to verify curing time.

d. **FIELD QUALITY CONTROL**

- i. Perform adhesion tests in accordance with manufacturer's instructions and ASTM C1193, Method A, Field-Applied Sealant Joint Hand-Pull Tab.
  1. Perform 5 tests for first 1,000 linear feet of applied silicone sealant and 1] test for each 1,000 feet seal thereafter.
  2. For sealant applied between dissimilar materials, test both sides of joint.
- ii. Sealants failing adhesion test shall be removed, substrates cleaned, sealants re-installed, and re-testing performed.
- iii. Maintain test log and submit report to Architect indicating tests, locations, dates, results, and remedial actions.
- iv. The owner may engage a third party testing firm to perform water leak testing of the completed work. The third party testing firm shall identify any leaks in a report to the owner. The contractor shall correct any defective work identified within the testing report with-in fourteen days of notice.

**PROTECTION OF PERSONS AND PROPERTY:**

**SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor expressly agrees both directly and through his Subcontractors to take every precaution at all times for the protection of person, including employees and property. The Contractor shall be solely responsible and accountable for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

The Contractor shall adhere to the Federal Occupational Safety Act, State and Local safety regulations and any safety requirements imposed by the Owner or the Design Engineer so as to avoid injury and damage to persons and property, and to be directly responsible for damage to persons and property resulting from failure to do so.

**SAFETY OF PERSONS AND PROPERTY**

The Contractor shall submit his safety program to the Owner 5 calendar days prior to commencement of the Work and shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods and for any damage which might result from failure to improper construction, maintenance or operation.

The Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:

- 1). All employees performing the Work and all other persons who may be affected thereby;
- 2). All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors;
- 3). Other property at the site or adjacent thereto including but not necessarily limited to airline property, existing tenants' property, trees, shrubs, lawns, walks, pavements,

roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall not permit any construction technique or activity which decreases building security or safety. The Contractor shall cooperate fully with the Owner's requirements regarding security and safety of the facilities and property.

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall provide, erect, maintain, dismantle and remove, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the Owners and users of adjacent utilities/facilities to the Work.

The Contractor shall protect the Owner's tenants'/agents' property from injury or loss and shall adequately protect adjacent property/utilities/facilities as provided by law and the Contract Documents. The Contractor shall provide and maintain all passageways, guard fences, light and other facilities for protection required by public authority, local conditions or any of the Contract Documents and at no time remove, alter or render ineffective any barricades, railings or cover on the project without written permission of the Owner. Where these safety devices are to be turned over to others upon completion of the work, the devices shall be repaired or replaced so that they meet the required standards prior to turnover.

The Contractor shall promptly remedy all damage or loss to any proper caused in whole or in part by the Contractor, his Subcontractors or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under except damage or loss attributable to the acts or omissions of the Owner or Design Engineer or anyone directly or indirectly employed by either of them.

Weather protection shall be supplied by the Contractor and shall include any enclosure, supplemental heating and furnishing and other features (insulation, etc.) for meeting conditions required by the Owner or the Contract Documents.

## **CHANGES IN THE WORK**

### **CHANGE ORDERS**

A Change Order is a written order to the Contractor, signed by the Owner issued after the execution of the Agreement, authorizing a Change in the Work and/or an adjustment in the Contract Sum and or the Contract Schedule. The Contract Sum and the Schedule may be changed only by written change order. A change order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum and/or the Schedule.

If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order or as a result of several Change Orders that application of the agreed upon unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted. Otherwise, bid unit prices shall be used whenever.

## **GUARANTEES**

- A. Upon completion of the work, and prior to final payment, the Contractor shall submit a Guarantee of his/her work to be free from defect in materials and workmanship. This Guarantee shall be for the Installer's 5-year workmanship warranty with the Manufacturer's 20-year material warranty for properly installed silicone sealant and shall be signed by a Principal of the Contractor's firm, and sealed if a corporation.

## **TIME OF COMPLETION**

Upon execution of the contract, RIAC will issue a written "Notice-to-Proceed" for work associated with Canopies A1 and A2 (Base Bid) of this project and this work shall be completed within 45 calendar days from the date of issuance. Additional written Notice-to-Proceed for work associated with the remaining Canopies (Alternate Bid 1 and Alternate Bid 2) will be provided by RIAC at a yet to be determined date. At such time as RIAC issues a Notice-to-Proceed for the remaining Canopies, an appropriate time for completion will be agreed up by RIAC and Contractor.

## **INSURANCE REQUIREMENTS**

Evidence of the following minimum insurance coverage must be provided prior to award:

- a. General Liability limits of \$1,000,000 per occurrence.
- b. Motor Vehicle Liability Insurance with limits of \$1,000,000.
- c. Worker's Compensation coverage to Rhode Island statutory limits or documentation evidencing an approved self-insurance program.
- d. Umbrella Liability limits of \$5,000,000 excess of \$1,000,000 primary layer.
- e. Errors and Omissions Coverage with minimum limits of \$1,000,000 per occurrence.

RIAC and the State of Rhode Island shall be named as additional insured on all policies of insurance with the exception of Worker's Compensation insurance.

## **BOND REQUIREMENTS:**

Payment and Performance Bonds shall be as specified below; only on the Payment and Performance Bond forms, as shown in Exhibit B within this IFB is acceptable.

1. Performance Bond: A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the Contract, as evidenced by the Bid tabulation or otherwise, guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the Contract Documents. This Bond shall guarantee the repair and maintenance of all defects due to faulty materials and workmanship that appear within a period of one (1) year, or as otherwise specified in the Specifications (whichever is greatest), from the date of final completion and written acceptance of the Work by the Owner.

2. Labor and Material Payment Bond: A good and sufficient bond in an amount equal to one hundred percent (100%) of the total amount of the Contract, as evidenced by the Bid tabulation or otherwise, guaranteeing the full and proper protection of all claimants supplying labor and materials in the prosecution of the Work provided for in said Contract and for the use of each such claimant.
  - A. No Sureties will be accepted by RIAC who are now in default or delinquent on any bonds or who are involved in any litigation against RIAC, and/or the State of Rhode Island (State).
  - B. Should any Surety on the Construction Contract be determined unsatisfactory at any time by RIAC, notice will be given the Contractor, and the Contractor shall immediately provide a new Surety, satisfactory to RIAC and at no additional cost to RIAC. The Contract shall not be operative nor will any payments be due or paid until approval of the bonds has been made by RIAC.
  - C. The Bidder shall require the Attorney-in-Fact who executes the required bonds, on behalf of the Surety, to affix thereto a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.
  - D. The cost of the bonds shall be included in the bid.

#### **AIRPORT BADGING REQUIREMENTS**

No badging requirements are required at this time. If badging is required at a future date, the contractor will be allowed to submit for reimbursement of the appropriate cost.

#### **CONTRACT AGREEMENT**

RIAC's standard Contract Agreement is attached hereto and incorporated herein by this reference as Exhibit C. RIAC expects the bidder to execute this Agreement

#### **OTHER REQUIREMENTS:**

1. Bidders must comply with Title VI of the Civil Rights Act of 1964, the federal Davis-Bacon Act, the federal Anti-Kickback Act, and the federal Contract Work Hours and Safety Standards Act.
2. Bidders must comply with all state laws and local ordinances, except that any preferential consideration of local in-state bidders is not allowed.
3. Bidders shall be licensed as a General Contractor in the State of Rhode Island and will hold all Trade Contracts on the Project.
4. Trade Contractors (sub-contractors to the General Contractor) shall be qualified to perform the work contracted for and shall be licensed as such in the State of Rhode Island.

**INVITATION FOR BID NO. 25390  
AIRPORT CANOPY REPAIRS  
T. F. GREEN AIRPORT**

Responses are **due no later than 2:00 p.m., May 7, 2014** Attention: Office of Procurement, Rhode Island Airport Corporation, 3<sup>rd</sup> Floor, 2000 Post Road, Warwick, RI 02886. Vendors may copy/scan these pages to facilitate completing the information, but must return response in this format/order.

The undersigned, on behalf of the bidder, certifies that: This offer is made without previous understanding, agreement or connection with any person, firm, or corporation entering a bid on the same project; Is in all respects fair and without collusion or fraud. The person whose signature appears below is legally empowered to bind the company in whose name the bid is entered. They have read the entire document and understand all provisions. If accepted by RIAC this bid is guaranteed as written and amended and will be implemented as stated.

Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Tax Payer ID \_\_\_\_\_

Company Web Site Address \_\_\_\_\_ E-Mail \_\_\_\_\_

General Nature Of Business \_\_\_\_\_

Type or Organization (check one):

Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Incorporated \_\_\_\_\_ Public Corporation \_\_\_\_\_  
Private Corporation \_\_\_\_\_

Minority Business Enterprise \_\_\_\_\_ Woman-Owned Business Enterprise \_\_\_\_\_  
Small Business Enterprise \_\_\_\_\_

Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_ Dealer \_\_\_\_\_ Service \_\_\_\_\_

Number Of Locations \_\_\_\_\_ Number Of Persons Employed \_\_\_\_\_

We Acknowledge Receipt Of These Addenda: No. \_\_\_\_\_, Dated \_\_\_\_\_; No. \_\_\_\_\_, Dated \_\_\_\_\_

Has any person, firm, or corporation entering a proposal on the project been disbarred or suspended by the State of Rhode Island. If so indicate dates and explanation for such.

ALL vendors interested in responding **MUST** provide the following requested information in this format. Additional information may be included on accompanying sheets if necessary.

## BID PROPOSAL FORM

1. Contractors submitting proposals must have at least five (5) years of experience in providing glass installation and repair services to similar facilities. As part of this submission, RIAC requires the bidder to provide 5 recent installations or repair services references. Reference should include location/Address of work, date of work (completion date), contract value of the work, and contact name and phone number at location for reference purposes.

	Location	Date of Work	Value of Work	Contact Name	
				Name	Phone #
1					
2					
3					
4					
5					

2. Contractors submitting proposals must have the necessary experience, including technical and managerial staff, and capacity to carry out the repair to the canopies. Please list below the names, title and the five (5) most recent jobs of similar nature (please reference any from above) of each employee that will provide these services. The listing of the employees is limited to Base Bid proposal. Please list of to five (5).

	Employee Name	Employee Title	5 most recent Jobs
1			
2			
3			
4			
5			

3. Any additional information necessary to assist RIAC in evaluating your bid may be listed here.

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4. List any deviations from the SPECIFICATIONS and MANDATORY REQUIREMENTS section in this document. An explanation must be provided below and documentation provided to verify compliance with the minimum specifications on a similar or equivalent basis.

ITEM NO.	REASON FOR DEVIATION, DESCRIPTION OF REPLACEMENT COMPONENT, AND/OR EXPLANATION

5. PRICING INFORMATION IN WORDS AND NUMBERS

RIAC's selection will be based on the sum of the Base Bid, Alternate 1, and Alternate 2. Where a discrepancy occurs between the prices quoted in words and in numbers, the figure quoted in words shall take precedence and govern in determining final costs or award of contract.

**BASE BID:**

Canopies A1 and A2 \$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_ (Amount in Words)

**ALTERNATE 1:**

Canopies B1 and B2 \$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_ (Amount in Words)

**ALTERNATE 2:**

Canopy B3 \$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_ (Amount in Words)

Total cost of Base Bid plus Alternate 1 and Alternate 2: \$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_ (Amount in Words)



**"NO BID" RESPONSE FORM**

To submit a "No Bid" response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list.

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your "No Bid" response –

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments:

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\_\_\_\_\_  
Company Name (as registered with the IRS)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Correspondence Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax /

## Terms and Conditions

In submitting a response to this Invitation for Bids, vendors hereby understand the following:

1. All project participants, consultants, engineers, and contractors, must comply with all applicable federal, state laws and RIAC rules and regulations pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
2. Alternate bids (two or more bids submitted) will be considered for award. RIAC reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein.
3. The bids submitted, and any further information acquired through interviews, will become, and are to be considered, a part of the final completed contract. If there is any variance or conflict, the bid specifications, conditions, and requirements shall control.
4. Prices offered may not be withdrawn for a period of ninety days immediately following the opening of this Bid. Prices MUST also be free of federal, state and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
5. Bidder MUST return the original attached Response Form as noted previously on the bid due date.
6. Envelopes containing responses must be sealed and marked on the lower left-hand corner with the firm name and address bid number, date, and time.
7. RIAC interprets the term "lowest responsible bidder" as requiring RIAC to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. RIAC can consider, among other factors, such things as labor cost, service and parts availability, availability of materials and supplies, and maintenance costs of items upon which bids are received. RIAC can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective bidders.
8. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist RIAC in analyzing your bid.
9. A purchase order and/or contractual agreement constitutes RIAC's offer to the service provider upon the terms and conditions stated herein, and shall become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
10. After award, if the successful bidder/supplier refuses or fails to make deliveries of the materials and or services within the times specified in the Invitation for Bids, purchase order, or contractual agreement, RIAC may, by written notice, terminate the contract OR purchase order.
11. The supplier shall hold and save RIAC, The State of Rhode Island, and its officers, agents, servants/employees harmless from liability of any patented or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by RIAC.

12. Payment of the seller's invoices is subject to adjustment.
13. The Bidder agrees that:
  - a. He/she shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical handicap;
  - b. In all solicitations or advertisements for employees, he/she shall include the phrase, 'Equal Opportunity Employer,' or a similar phrase;
  - c. If he/she fails to comply, he shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RIAC;
  - d. If he/she is found guilty of discrimination under a decision, he/she shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RIAC; and,
  - e. He/she shall include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
14. RIAC shall retain the right to reject any and/or all bids received, and responses to this and/or related documents, if determined to be non-responsive in any form, or if determined to be in the best interest of RIAC.
15. The firm responding to this bid proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
16. If a response to this Invitation for Bids is accepted, the Bidder agrees to execute and deliver to RIAC a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Bidder. The Bidder agrees that the surety/deposit given concurrently herewith shall become the property of RIAC in the event the Bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Bidder shall be liable for RIAC's actual damages that exceed the amount of the surety.
17. It shall be understood that time is of the essence in the bidder performance. The bidder agrees that RIAC's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the bidder defaults in the performance of the Contract Documents, the bidder shall be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
18. The bidder hereby certifies that he/she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Invitation for Bids, that he/she has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Invitation for Bids and documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

19. All products/services and related equipment proposed and/or affected by acquisitions or purchases made as a result of the response to this document shall be compliant with existing RIAC hardware, software, and applications where applicable. Verification must be provided in the response to this document.
20. The Bidder certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other Bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
21. It shall be understood that any bid and any/all referencing information submitted in response to this Invitation for Bids shall become the property of RIAC, and will not be returned. RIAC will use discretion with regards to disclosure of proprietary information contained in any response, but can not guarantee that information will not be made public. As a governmental entity, RIAC is subject to making records available for disclosure after Board approval of the recommendation.
22. RIAC will not be responsible for any expenses incurred by any vendor in the development of a response to this Invitation for Bids. Further, RIAC shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if RIAC has formally accepted a recommendation.
23. RIAC will accept responses transmitted via facsimile unless stated to the contrary within this document. Bids must be received prior to the time and dates listed to be considered responsive. RIAC will not "accept" late responses and will return them to the sender. Further, RIAC will NOT: (1) guarantee security of the document received; (2) be held responsible for bids which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a response via facsimile does NOT relieve the Bidder of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-proposal conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of bid sureties (bonds, certificates of insurance, etc.)
24. By submission of a response, the Bidder agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department or bureau, or committee sanctioned by and/or governed by RIAC. Bidders shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that RIAC, at the discretion of the Purchasing Director in consultation with RIAC Counselor, may reject their bid.
25. Campaign Finance Compliance - Every person or business entity providing goods or services at a cost of \$5,000 cumulated value is required to file an affidavit regarding political campaign contributions with the RI State Board of Elections even if no reportable contributions have been made. (RI General Law 17-27) Forms obtained at Board of Elections, Campaign Finance Division, 50 Branch Avenue, Providence, RI 02904 (401-222-2056).

26. Major State Decision-Maker - Does any Rhode Island "Major State Decision-Maker", as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a Five Thousand Dollar or greater cash interest in this business?

For purposes of this question, "Major State Decision-Maker" means:

- (i) All general officers; and all executive or administrative head or heads of any state executive agency enumerated in R.I.G.L § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of president, senior vice president, general counsel, director, executive director, deputy director, assistant director, executive counsel or chief of staff;
- (ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel or chief of staff;
- (iii) All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator,

If your answer is "Yes", please identify the Major State Decision-Maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §36-14-16, 17 and 18.

**EXHIBIT 'A'**

**Intentionally Left Blank**

**EXHIBIT 'B'**

**PERFORMANCE BOND**

**CONTRACT DOCUMENTS**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety, are held  
and firmly bound unto the **RHODE ISLAND AIRPORT CORPORATION** hereinafter called  
the Obligee, in the Penal sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) for the payment of which sum well and truly to be  
made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and  
severally firmly by these presents.

WHEREAS, the Principal, on the \_\_\_\_\_ day of \_\_\_\_\_, **2014** entered into a certain  
Contract with the Owner, hereto attached, for Contract entitled *Airport Canopy Repairs – T. F.  
Green Airport – Contract No. 25390*.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall well and  
truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of  
said Contract, and all duly authorized modifications of said Contract that may hereafter be made,  
notice of which modifications to the Surety being hereby waived, then this obligation shall be  
void; otherwise to remain in full force and effect.

Whenever the Principal shall be and is declared by the Owner to be in default under the Contract,  
or wherever the contract has been terminated by default of the Contractor, the Owner having  
performed the Owner's obligations thereunder, the Surety shall:

Complete the Contract in accordance with its terms and conditions, or at the Owner's sole option.

Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with  
its terms and conditions, and upon determination by the Owner and Surety of the lowest  
responsible Bidder, arrange for a Contract between such Bidder and the Owner, and made  
available as work progresses (even though there should be a default or a succession of defaults  
under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to  
pay the cost completion less the balance of the Contract price but not exceeding, including other  
costs and damages for which the Surety may be liable hereunder, the amount set forth in the first  
paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean  
the total amount payable by the Owner to the Contractor under the Contract and any amendments  
thereto, less the amount properly paid by the Owner to the Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other  
than the Owner named herein or the successors or assignees thereof.

In the case of termination of the Contract, as provided in the Contract Documents, there shall be  
assessed against the Principal and Surety herein, all expenses, including design/engineering,  
Program Management, and legal services, incident to collecting losses to the Owner under this  
Bond.

This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance of the project by the Owner as are provided for in the Contract Documents, and the Principal hereby guarantees to repair or replace for the said periods all work performed and materials and equipment furnished, which were not performed or furnished according to the terms of the Contract Documents. If no specific periods of warranty are stated in the Contract Documents for any particular item of work, material, or equipment, the Principal hereby guarantees the same for a minimum period of one (1) year from the date of final acceptance by the Owner.

The Surety shall permit arbitration and be ultimately responsible for the payment of any award.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be signed and sealed by their appropriate officials as of the \_\_\_\_\_ day of \_\_\_\_\_, **2014.**

PRINCIPAL

\_\_\_\_\_  
(Firm Name)

By: \_\_\_\_\_

(Title)

WITNESS

SURETY

\_\_\_\_\_  
(Firm Name)

By: \_\_\_\_\_

(Title)

WITNESS

**LABOR AND MATERIAL PAYMENT BOND**

**CONTRACT DOCUMENTS**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety, are held  
and firmly bound unto the **RHODE ISLAND AIRPORT CORPORATION**, hereinafter called  
the Obligee, in the Penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) for the payment of which sum well and truly  
to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns,  
jointly and severally firmly by these presents.

WHEREAS, the Principal, on the \_\_\_\_\_ day of \_\_\_\_\_, (Year) entered into a  
certain Contract with the Owner, hereto attached, for Contract entitled *Airport Canopy Repairs –  
T. F. Green Airport – Contract No. 25309.*

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly  
make payments to all persons supplying labor, materials and supplies used directly or indirectly  
by said Principal or his Subcontractors in the prosecution of the work provided for in said  
Contract, then this obligations shall be void; otherwise to remain in full force and effect, subject,  
however, to the following conditions:

This bond is executed for the purpose of complying with the applicable Rhode Island Statutes and  
all acts amendatory thereof, and this Bond shall inure to the benefit of any and all persons  
supplying labor, material and supplies used directly or indirectly by the Principal or his  
Subcontractors in the prosecution of the work provided for in said Contract so as to give such  
persons a right of action to recover upon this Bond in a separate suit brought on this Bond. No  
right of action shall accrue hereunder to or for the use of any person except as such right of action  
may be given and limited by the applicable Rhode Island Statutes.

In each and every suit brought against the Principal and Surety upon this Bond in which the  
plaintiff shall be successful, there shall be assessed therein against the Principal and Surety  
herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Principal and Surety  
hereby expressly agree to pay as a part of the cost and expense of said suit.

A claimant, except a laborer, who is not in privity with the Principal and who has not received  
payment for his labor, materials, or supplies, shall, within forty-five (45) days after beginning to  
furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a  
notice that he intends to look to the bond for protection.

A claimant who is not in privity with the Principal and who has not received payment for his  
labor, materials or supplies shall, within ninety (90) days after performance of the labor or after  
complete delivery of the materials or supplies, deliver to the Principal and to the Surety written  
notice of the performance of the labor or delivery of the materials or supplies and of the non-  
payment.

No action for the labor, materials, or supplies may be instituted against the Principal or the Surety  
unless both notices have been given. No action shall be instituted against the Principal or the  
Surety on the bond after one year from the performance of the labor or completion of delivery of

the materials of supplies.

The Surety shall permit arbitration and be ultimately responsible for the payment of any award.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be signed and sealed by their appropriate officials as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL

\_\_\_\_\_  
(Firm Name)

By: \_\_\_\_\_

(Title)

WITNESS

SURETY

\_\_\_\_\_  
(Firm Name)

By: \_\_\_\_\_

(Title)

WITNESS

EXHIBIT 'C'

CONTRACT AGREEMENT

For

**Airport Canopy Repairs  
T. F. Green Airport  
Contract No. 25390**

This Contract Agreement, executed in the City of Warwick, in the State of Rhode Island this \_\_\_ day of \_\_\_\_\_, 20\_\_ between the Rhode Island Airport Corporation (RIAC), hereinafter called "OWNER" and \_\_\_\_\_ hereinafter called "CONTRACTOR".

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made to the CONTRACTOR by the OWNER, the CONTRACTOR agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all material required to be furnished and delivered in and about the improvements and to do and perform all work in the performance of \_\_\_\_\_ (the "PROJECT") in strict conformity with the provisions of this AGREEMENT, as defined in the Contract Documents for **Airport Canopy Repairs, RIAC Contract No. 25390** at **T. F. Green Airport, Warwick, Rhode Island**, General Instructions to Bidders, the Drawings and Specifications and **(ENTER ADDENDA NO & DATE, if applicable)** approved by the Owner for this project. These said documents are hereby made a part of this AGREEMENT as fully and to the same effect as if the same had been set forth at length in the body hereof.

As security for the full and faithful performance of this AGREEMENT and all the incidents thereto, the CONTRACTOR has made and furnished contract bonds with **(ENTER BOND AGENCY AND ADDRESS)** \_\_\_\_\_ as surety, which is accepted by the OWNER and made a part of this AGREEMENT.

In consideration of the foregoing premises, the OWNER agrees to pay the Contractor such unit prices for the work actually done as set out in the CONTRACTOR's Schedule of Prices for the bid amount of **(ENTER DOLLAR VALUE IN WORDS) (\$ENTER DOLLAR VALUE IN NUMBERS)**, in the manner provided in the Contract Documents cited above.

The CONTRACTOR shall be prepared to begin the work to be performed under this AGREEMENT within ten (10) days of a written "Notice to Proceed" as provided by the OWNER for each property address and to fully complete the project within **forty-five (45) calendar days**, as detailed in the General Specifications of the Contract Documents. The work shall be prosecuted from as many different points, in such part or parts and at such times as may be directed by the OWNER, and shall be conducted in such a manner and with such materials, equipment, and labor as are considered necessary by the OWNER to insure its completion within the time set forth in the proposal. Should the prosecution of the work for any reason be discontinued by the CONTRACTOR, with the consent of the OWNER to such work stoppage, the CONTRACTOR shall not recommence work unless CONTRACTOR has given the OWNER at least forty-eight (48) hours prior to written notice.

IN WITNESS WHEREOF, the parties to these presents have caused this AGREEMENT to be executed in their names and on their behalf as of the date first written above.

**RHODE ISLAND AIRPORT CORPORATION**

Witnessed:

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Title: President and CEO

**(ENTER CONTRACTOR'S NAME)**

Witnessed:

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_