



Rhode Island Airport Corporation

August 26, 2016

Invitation for Bid No. 26559 Application of Tennant Floor System to Concrete Aviation Hangar Floor

INTRODUCTION

The Rhode Island Airport Corporation (RIAC) is seeking bids for hangar floor coating (approximately 19,500sq. ft.) and required preparation to meet all necessary manufacturer warranties at Quonset Airport, North Kingstown, RI.

Sealed bids will be received at: Rhode Island Airport Corporation, Office of Procurement, 3rd Floor, T. F. Green Airport, and 2000 Post Road, Warwick RI 02886-1533.

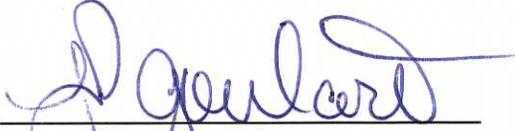
Due date for bids is no later than 10:00AM EDT September 22, 2016 EDT, at which time they will be publicly opened. Bids must be in a sealed envelope clearly marked “**IFB No. 26559– Hangar Floor System Application**”. RIAC will not accept late bids under any circumstances. All costs incurred in connection with responding to this Invitation for Bids (IFB) shall be borne by the bidder.

Questions related to this solicitation may be submitted to procurement@pvdairport.com no later than **4:00PM EDT, September 13, 2016**. Direct contact with RIAC staff is strictly prohibited unless submitted in writing to procurement@pvdairport.com. RIAC may issue an addendum by **4:00PM EDT, September 15, 2016** to respond to any relevant questions raised by potential bidders. This addendum will be posted to <https://www.pvdairport.com/corporate/procurement> and <https://www.purchasing.ri.gov>.

A Pre-Bid Conference and site visit will be conducted for the IFB on **September 6, 2016 at 9:00AM EDT.**, Quonset State Airport Conference Room, located at 150 Airport Street, North Kingstown, RI 02858.

RIAC reserves the right to waive any irregularities and to reject any and all bids on any basis without disclosing the reason. RIAC will be the sole judge in determining as equivalent products (if applicable). The successful bidder will be the lowest responsible and responsive bidder. For purposes of this solicitation, the lowest responsible bidder is the firm that RIAC determines meets the specifications at the lowest price. The successful bidder must hold the bid price for ninety (90) days from bid opening date, and may not withdraw their bid for at least thirty (30) days after the time and date set for the receipt of bids.

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.



Jeffrey Goulart
AVP Financial Administration

SCOPE OF WORK

The Rhode Island Airport Corporation is seeking a contractor to apply a high-solids flooring system with epoxy primer, build coat (optional), and light-stable, chemically resistant, gloss, urethane topcoat applied over interior concrete floor at the Providence Jet Center FBO Hangar located at Quonset State Airport, 150 Airport Street, North Kingstown, RI 02585. Pictures of facility attached below.

- **Applicator's Qualifications:** Applicator regularly engaged, for a minimum of 10 years, in application of resinous flooring systems of similar type to that specified. Applicator needs to be authorized or certified by the material manufacture (Tennant Company) for a minimum of 10 years. Applicator is also required to demonstrate successful completion of over 1,000,000 square feet of installations with in the last 10 years.
- Provide all labor, materials, equipment to complete the project as defined.
- Prepare concrete surface in accordance with manufacturer's instructions using diamond grinding as the preferred method for surface preparation.
- Remove dirt, dust, debris, oil, grease, curing agents, bond breakers, paint, coatings, sealers, silicones, and other surface contaminants which could adversely affect application of flooring system.
- Mechanically remove loose, delaminated, and damaged concrete and repair in accordance with manufacturer's instructions.
- Patch / fill joints, depressions, divots, and cracks in concrete in accordance with manufacturer's instructions.
- Apply flooring system (primer, build coat, and topcoat) in accordance with manufacturer's instructions to obtain consistent mil thickness and smooth, uniform appearance and texture, as per the product specifications (see 'Description and Specifications Section below).
- Topcoat shall match approved samples submitted in accordance with the Submittals Article of this Section.
- Broadcast 291 aluminum oxide grit into wet coating and back roll to customers RIAC and/or airport operating agent's desired grit guidelines.
- AvPORTS will be responsible for ensuring the aircraft hangar will be free and clear of all aircraft and equipment in a timely manner that is consistent with the issuance of the Notice to Proceed.
- Work to be performed during normal business hours (Monday through Friday 7:00AM to 5PM). Hours may be extended based on operational need with prior coordination and approval from RIAC / AvPORTS.
- Prevailing Wages apply to this project. All wages must be paid in accordance with the Davis Bacon Act. Certified Payrolls are required with payment requests.

- RIAC is a Tax Exempt organization and a certificate will be provided upon request. All taxes are to be excluded in pricing.

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.

CONTRACT AGREEMENT

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

DESCRIPTION and SPECIFICATIONS

- A. TENNANT RESINOUS FLOORING SYSTEM
 1. High-solids flooring system with epoxy primer and light-stable, chemically resistant, gloss, urethane topcoat applied over interior concrete floor.
- B. System Components:
 1. Primer: "Eco-MPE" epoxy.
 - a. Application Thickness: 5 to 8 wet/dry mils.
 - b. Color: Manufacturer's colorants selected by RIAC and/or AvPORTS

2. Build Coat: "Eco-MPE" epoxy.
 - a. Application Thickness: 10 to 15 wet/dry mils (optional coat depending on condition of floor & color).
 - b. Color: Manufacturer's colorants selected by RIAC and/or AvPORTS.
 3. Topcoat: "Eco-HPS 100" light-stable gloss urethane.
 - a. Application Thickness: 3-4 wet/dry mils.
 - b. Color: Manufacturer's colorants selected by RIAC and/or AvPORTS.
- C. Nominal System Thickness: 12-25 mils.
- D. System Properties:
1. VOC Content, ASTM D 3960, Mixed A+B: 0.06 lbs. per gal (7 g/L).
 2. Abrasion Resistance, ASTM D 4060, CS-17 wheel, 1,000-g load, 1,000 revolutions, "Eco- HPS": 18.8 mg loss.
 3. Adhesion to Concrete:
 - a. ASTM D 4541: 450 psi (3.10 MPa), concrete failed.
 - b. ASTM D 7234: 732 psi (4.48 MPa), concrete failed.
 4. Coefficient of Friction, ASTM D 2047: 0.61.
 5. Wet Static Coefficient of Friction, BOT 3000, ANSI/NFSI B101.1: 0.99.
 6. Compressive Strength, Epoxy, ASTM D 695: 13,500 psi (93.079 MPa).
 7. Flammability, ASTM D 635: 182 mm/min.
 8. Resistance to Yellowing, measured using ASTM D 2244, 1,000 hours UV exposure in QUV, ASTM G 154: Less than 10 increase of yellow units (CIE Lab Δb) if pigmented topcoat.
 9. Tensile Strength, ASTM D 2370: 6,250 psi (43.09 MPa).
 10. Elongation, ASTM D 2370: 6 percent.
 11. Hardness, Konig Test, 3 mil/0.08 mm film, topcoat resin, ASTM D 4366: 171.3.
 12. Shore D Hardness, Epoxy, ASTM D 2240:
 - a. 0 Seconds: 80 to 85.
 - b. 15 Seconds: 75 to 80.
 13. Water Absorption, 24-Hour Immersion, ASTM C 413: 0.2 percent weight increase.

SUBMITTALS

- A. Product Data: Submit manufacturer's product data, including surface preparation and application instructions.
- B. Samples:
 1. Colorants Added to Materials: Submit manufacturer's samples of colorants.
 2. Flooring Surface: Submit manufacturer's samples of flooring surface showing texture and sheen.
- C. Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- D. Manufacturer's Project References: Submit manufacturer's list of successfully completed Aviation flooring system projects, including project name and location, name of architect, and type and quantity of flooring systems furnished.
- E. Applicator's Project References: Submit applicator's list of successfully completed

Aviation flooring system projects with Tennant ECO-HPS, including project name and location, name of architect, and type and quantity of flooring systems applied. Applicator is required to demonstrate successful completion of over 1,000,000 square feet of installations within the last 10 years.

- F. Care and Maintenance Instructions: Submit manufacturer's care, maintenance, and cleaning instructions.
- G. Warranty Documentation: Submit manufacturer's standard warranty.

Pre-application Meetings

- A. Convene pre-application meeting before start of application of flooring system.
- B. Require attendance of parties directly affecting work of this Section, including Contractor, RIAC and/or AvPORTS, applicator, and manufacturer's representative.
- C. Review materials, moisture testing of concrete, protection of in-place conditions, surface preparation, application, protection, and coordination with other work.

Pre-application Examination

- A. Examine concrete surface to receive flooring system.
- B. Verify concrete is structurally sound.
- C. Conduct moisture testing of concrete by performing at least one of the following two tests: Calcium Chloride Test or In-Situ Probe Test.
- D. Notify RIAC and/or AvPORTS of conditions that would adversely affect application or subsequent use.
- E. Do not begin surface preparation or application until unacceptable conditions are corrected.
- F. Flooring shall be inspected and verified acceptable by RIAC before application process commences. Manufacturer shall also have necessary input that application surface is adequate for application.

DELIVERY, STORAGE, AND HANDLING

- A. Materials shall be delivered to site in manufacturer's original, unopened containers, with labels clearly identifying product name, manufacturer, and batch number.
- B. Storage and handling of materials shall be in accordance with manufacturer's instructions in original, unopened containers and packaging until application.

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.

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

Invitation for No. 26559
Application of Tennant Floor System to Concrete Aviation Hangar Floor
Quonset Airport
RESPONSE FORM

Responses are due no later than 10:00AM EDT, September 22, 2016, Attention: Office of Procurement, Rhode Island Airport Corporation, 3rd Floor, and 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 _____ Hours _____

Taxpayer I.D. Number _____

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.

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

2. Provide references from at least (3) companies, which have received the proposed or similar services.

a. Name of Facility, Group, Organization or Firm _____
 Address _____ Contact Person _____
 Phone Number _____

b. Name of Facility, Group, Organization or Firm _____
 Address _____ Contact Person _____
 Phone Number _____

c. Name of Facility, Group, Organization or Firm _____
 Address _____ Contact Person _____
 Phone Number _____

3. 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

4. Pricing Information (please print clearly)

a. Cost for Project: \$ _____
 (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:

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 is 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 (90) 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, Rhode Island Department of Transportation 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 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 cannot 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. 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; and, (2) be held responsible for bids which are NOT legible (and may choose to reject such responses).
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. Payment will be made within 30 days of submittal of an approved invoice. An approved invoice is one that has been signed by the applicable parties of RIAC.
- 27.

28.

29. 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.

CONTRACT AGREEMENT

For

**Application of Tennant Floor System to Concrete Aviation Hangar Floor
Quonset Airport
Contract No. 26559**

This Contract Agreement, executed in the City of Warwick, in the State of Rhode Island this ____ day of _____, **2016** between the Rhode Island Airport Corporation (RIAC), hereinafter called “OWNER” and TBD 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 Application of Tennant Floor System to Concrete Aviation Hangar Floor; Contract No. 26559 (the “PROJECT”) in strict conformity with the provisions of this AGREEMENT, as defined in the Contract Documents for **Application of Tennant Floor System to Concrete Aviation Hangar Floor, RIAC Contract No. 26559 at Quonset Airport, North Kingstown, Rhode Island**, General Instructions to Bidders, the Drawings and Specifications and Addendum No. X dated XXX XX, 2016 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 Name and address of Surety 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 XXXXXXXXXXXXXXXX (\$XXX.XXX.XX), 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 and to fully complete

the project within **XXXXXX (XX) 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: Peter A. Frazier

Title: Interim President and CEO

NAME OF COMPANY

Witnessed:

By: _____

Name: _____

Title: _____

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 Oblige, 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 _____, **2016** entered into a certain Contract with the Owner, hereto attached, for Contract entitled *Application of Tennant Floor System to Concrete Aviation Hangar Floor – Quonset Airport – Contract No. 26559*.

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 _____, **2016.**

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 *Application of Tennant
Floor System to Concrete Aviation Hangar Floor – Quonset Airport – Contract No. 26559.*

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





