



Rhode Island Airport Corporation

September 19, 2016

**INVITATION FOR BID NO. 26598
PAINTING OF AIRPORT TERMINAL BUILDING
WESTERLY STATE AIRPORT, WESTERLY, RI**

The Rhode Island Airport Corporation (RIAC) is seeking bids to paint the Airport Terminal Building according to the enclosed Scope of Work, at Westerly State Airport, 56 Airport Road, Westerly, RI 02891.

A pre-bid meeting and site visit will be held at **10:00AM EDT, September 22, 2016** at Westerly State Airport, Conference Room, 56 Airport Road, Westerly, RI 02891. It is strongly recommended that bidders attend the pre-bid conference to familiarize themselves with the Scope of Work.

Due date for bids is no later than **10:00AM EDT October 3, 2016 EDT**, at which time they will be publicly opened. Bids must be in a sealed envelope clearly marked **"IFB No. 26598 WST Painting of Airport Terminal Building"**. 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 26, 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 27, 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>.

Carla M. Ottaviano

Carla M. Ottaviano
Financial Analyst and Administrator

SCOPE OF WORK

The Rhode Island Airport Corporation is seeking a Contractor to paint the Airport Terminal Building located at Westerly State Airport, 56 Airport Road, Westerly, RI 02891. All items listed below must be completed on all four sides of the structure (see picture on Page 3 below).

- 1) Provide all labor, materials and equipment necessary to complete the project outlined below.
- 2) Scrape and sand all areas flaking, chipping and peeling of siding surfaces.
- 3) Power wash entire building using a biodegradable cleaning agent to remove all mold, mildew, and contaminants in preparation for painting.
- 4) Perform repair and replacement of STK grade cedar siding, as necessary.
- 5) Fill all necessary joints, gaps, and voids between wood siding, vents, joints, sills, and trim with appropriate sealant.
- 6) Spot prime all exposed wood siding and other surfaces as required by product manufacturer.
- 7) Apply a minimum of one full coat of Sherwin-Williams Woodscapes Exterior Acrylic Solid Stain (or equivalent solid wood stain product). Colors presented for consideration by RIAC and/or their operating agent should be neutral shades, and match the overall décor of the facility. Alternate base and accent colors will be considered.
- 8) Contractor shall follow all manufacturer instructions regarding preparation and application of all products.
- 9) Clean all gutters and downspouts and apply appropriate protective finish of compatible color to the gutter apron and visible flashing only. Downspouts and the gutter membranes are not to be painted.
- 10) Contractor will be responsible to provide and install a containment system that prevents paint chips and debris generated during the surface preparation from escaping the perimeter of the project site and from entering the environment, and to facilitate the controlled collection of the paint chips and washing water for disposal. All waste water, dust, debris, and material removed or generated in the cleaning and painting operations shall be collected and disposed of in accordance with all current State and Federal regulations.
- 11) Upon execution of contract, RIAC will issue a written "Notice-to-Proceed". All work associated with this project shall be completed within 30 calendar days from the date of Notice-to-Proceed, unless otherwise agreed upon by RIAC.

- 12) Work to be performed during normal business hours (Monday through Friday 7:00AM to 5:00PM).
- 13) There are no Badging requirements for this project.
- 14) 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. Contractor must follow all state, local and federal requirements, including RIGL 37-13-13.
- 15) RIAC is a Tax Exempt organization and a certificate will be provided upon request. All taxes are to be excluded in pricing.
- 16) WARRANTY – Contractor must provide a minimum five (5) year warranty covering all labor, tools and paint materials. In addition, Contractor must include and assign any Manufacturers' Warranty (8 year minimum) documents to RIAC for replacement of any defective areas. The warranty period will begin on the date of final project completion, accepted by RIAC.



PROTECTION OF PERSONS AND PROPERTY

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. RIAC requires the Contractor to conform to all requirements of this Specification as well as those of the approved manufacturers.
- D. 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.
- E. 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 RIAC at no cost to the RIAC.
- F. 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.
- G. 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.
- H. 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 RIAC.

- I. 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 RIAC. Temporary removal and relocation of these items may be allowed at no additional cost when approved by RIAC. Any existing items damaged as a result of removal/relocation, or repair operations shall be replaced by the Contractor at no additional cost.
- J. Upon completion of work, remove all temporary protection installed by the Contractor.

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 RIAC 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.

The Contractor shall comply with any safety requirements imposed by RIAC or Design Engineer.

The Contractor shall comply with the requirements of FAA Advisory Circular 150/5370-2 and 5210-5B.

SAFETY OF PERSONS AND PROPERTY

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 RAC'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 RIAC's and users of adjacent utilities/facilities to the Work. The Contractor shall protect RIAC'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 RIAC. 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.

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 RIAC or the Contract Documents.

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.

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, AFCO AvPort's Management LLC 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.

OTHER REQUIREMENTS:

- 1) Bidders shall be licensed as a General Contractor in the State of Rhode Island and will hold all Trade Contracts on the Project.

- 2) 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.

**IFB No. 26598
PAINTING OF AIRPORT TERMINAL BUILDING
WESTERLY STATE AIRPORT, WESTERLY, RI
RESPONSE FORM**

Responses are **due no later than 10:00 AM EDT October 3, 2016 EDT** at Rhode Island Airport Corporation, T. F. Green Airport, Office of Procurement, 2000 Post Road, 3rd floor, Warwick RI 02886-1533. 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.

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

Firm Name _____

Contact Name _____ Title _____

Signature _____ Date _____

Address _____ City/State _____ Zip _____

Phone _____ Fax _____ Hours _____

Company Web Site Address _____ E-Mail _____

General Nature of Business _____

Remittance Address (for Payments):

Name: _____

Address _____ City/State _____ Zip _____

1. Are you Rhode Island Certified as DBE/WBE/MBE? If yes, please attach certification letter

Yes ___ No ___

2. Are you listed on a Master Price Agreement (MPA) with the State of Rhode Island?

Yes ___ No ___ MPA Number(s) _____

3. Are you a GSA, MiCTA, or U.S. Communities Contractor?

Yes___ No___ Number(s)_____

4. Type of Organization (check one):

Manufacturer _____ Distributor _____ Retail _____ Dealer _____ Service _____

5. We Acknowledge Receipt of Addenda: No.____, Dated _____; No.____, Dated _____

6. 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.

7. Provide references from at least five (5) companies, which have received the proposed or similar services. Please include: Firm, Facility, Group or Organization Name, Address, Contact Person, Title, Phone Number, Email Address, Date of Purchase/Service/Project, Description of Purchase/Service/Project.

8. Attach a W9 Form.

9. On a separate sheet, list any deviations from the SPECIFICATIONS and MANDATORY REQUIREMENTS section in this document. **Below is an example of the format**

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

10. Pricing Information (please print clearly)

Total Project Cost:

\$ _____
(Amount in Numbers)

(Amount in Words)

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.

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. Bidders must hold the bid price for ninety (120) 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. 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. RIAC is Tax Exempt and a certificate will be supplied as required.
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. 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.
9. 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.

10. 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.
11. 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.
12. 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.
13. Payment of the seller's invoices is subject to adjustment and payment terms are net 30 days following approval by RIAC staff.
14. 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.
15. 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.
16. 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.
17. 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.

18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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).

25. 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.
26. 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).
27. 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
Painting of Airport Terminal Building
Westerly Airport
Contract No. 26598

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 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 Painting of Airport terminal Building; Contract No. 26598 (the "PROJECT") in strict conformity with the provisions of this AGREEMENT, as defined in the Contract Documents for **Painting of Airport Terminal Building, RIAC Contract No. 26598 at Westerly Airport, Westerly, Rhode Island**, General Instructions to Bidders, the Drawings and Specifications and Addendum No. ___ dated _____, 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 **thirty (30) 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 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 _____, 20__ entered into a certain Contract with the Owner, hereto attached, for Contract entitled *Airport Terminal Painting – Westerly Airport – Contract No. 26598*.

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 _____, 20__.

PRINCIPAL

(Firm Name)

By: _____
WITNESS (Title)

SURETY

(Firm Name)

By: _____
WITNESS (Title)

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 Terminal Painting – Westerly Airport – Contract No. 26598.***

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: _____

WITNESS

(Title)

SURETY

(Firm Name)

By: _____

WITNESS

(Title)