

4/17/2024



**RHODE ISLAND
COLLEGE**

PURCHASING DEPARTMENT
600 Mt. Pleasant Avenue, Building #5
Providence, Rhode Island 02908
Phone: 401-456-8047 Fax: 401-456-8528

BID/PROPOSAL

SOLICITATION NUMBER: 44648
SOLICITATION TITLE: PENFIELD HALL COOLING TOWER REPLACEMENT—RIC
BID PROPOSAL SUBMISSION DEADLINE: MAY 2, 2024 at 2:00 PM

NOTICE TO VENDORS:

This solicitation shall be subject to Procurement Regulation 220-RICR-30-00-4

Per Section 4.6 A(1)c,vendors who are not prequalified may bid on a public works project, but the vendor must be prequalified prior to the issuance of the award.

Please follow instructions provided at <https://www.ridop.ri.gov/prequalification/>

Note, Prequalification Packet Form should be submitted in a separate sealed envelope at time of bid submission. This packet should not be included within the Public Copy.

PREBID CONFERENCE: YES

NONMANDATORY

MANDATORY

Date: Monday, April 22, 2024

Time: 2:00 PM Location: Physical Plant Building – Facilities Conference Room – 2nd floor

Note to Bidders: Questions concerning this solicitation may be emailed to jcimorelli@ric.edu no later than April 25, 2024 @ 2:00 PM (EST). Please reference the Bid # on all correspondence. Questions received if any, will be posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download the information.

PAYMENT AND PERFORMANCE BOND REQUIRED: Yes

BID BOND REQUIRED: Yes

COMPANY NAME: Nexgen Mechanical Inc
STREET AND NUMBER: 205 Hallene Rd
CITY, STATE & ZIP CODE: Warwick, RI 02886
TELEPHONE NUMBER/ FAX: 401-921-3211/ 401-921-3212

Stephen Lamers Acct Mgr
PRINT NAME AND TITLE:

Stephen Lamers
SIGNATURE

5/1/2024
DATE

slamers@nexgenmechanical.com
E-MAIL ADDRESS

THIS BID WILL NOT BE HONORED UNLESS SIGNED

NOTICE TO VENDORS:
BIDDER CERTIFICATION COVER FORM

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulations 5.11, and in addition, for highway and bridge projects, also see Procurement Regulations 5.13, accessible at www.ridop.ri.gov.

SECTION 2 —DISCLOSURES

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below

 n 1. State whether the Bidder, or any owner, officer, director, manager, stockholder, member, partner, or principal thereof, or any subsidiary or affiliated company has been subject to suspension or debarment by any federal, state, or municipal government agency, authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.

 n 2. State whether your company, or any officer, director, stockholder, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state, or municipal government agency terminated for any reason within the previous 5 years. If "Yes," provide details below.

 n 3. State whether your company or any owner, officer, director, stockholder, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

 n 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.
Disclosure details (continue on additional sheet if necessary):

SECTION 3 – OWNERSHIP DISCLOSURE

Vendors must provide all relevant information. Bid proposals submitted without a complete response may be deemed nonresponsive.

If the vendor is privately held, the vendor shall provide ownership information below.

List each officer, director, manager, stockholder, member, partner, or other owner or principle of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Vendor, and the percentage of ownership, if any, he or she holds in the Vendor, and each intermediate parent company and the ultimate parent company of the Vendor.

If the company is publicly held, the vendor may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Vendor; otherwise, complete ownership disclosure is required.

SECTION 4 –CERTIFICATIONS

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate Yes (Y) or No (N) and if No, provide details below:

THE VENDOR CERTIFIES THAT: 23 4 5 6 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer. 7 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and the RI Division of Purchases Regulations apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein. 8 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran. 9 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: 10 I/we certify that the above information is correct and complete. IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #1 – 8 and 10 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER. Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments where applicable, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. Vendor/Company Name; Vendor's Signature: Bid Number: Date: (Person Authorized to enter into contracts; signature must be in ink) (if applicable)

THE BIDDER CERTIFIES THAT:

Y 1. I/we certify that I/we will immediately disclose, in writing, to the College Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

Y 2. I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe," and (2) RIGL section §37-2-7(16) which identifies the RIC as a public agency and gives binding contractual authority to the Rhode Island College Purchasing Agent, including change orders and other types of contracts and under State Purchasing Regulation 8.2.B any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of Rhode Island College may be disregarded and shall not be binding on Rhode Island College.

Y 3. I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island College Purchasing Agent in writing of such circumstance.

Y 4. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island College Purchasing Agent in writing of such circumstance.

Y 5. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island College Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

Y 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principles, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.

Y 7. The Bidder: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws 37-2.5-3 as a person or

entity engaging in investment activities in Iran described in 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

Y 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.


Certification details (continue on additional sheet if necessary):

Submission by the Bidder of a bid proposal pursuant to this solicitation constitutes an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation and the bid proposal. The Bidder certifies that: (1) the Bidder has reviews this solicitation and agrees to comply with its terms and conditions; (2) the bid proposal is based on this solicitation; and (3) the information submitted in the bid proposal (including this Bidder Certification Form) is accurate and complete. The Bidder acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Bidder pursuant to this solicitation and the bid proposal. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparation and contents of this bid proposal and has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

BIDDER

Date: 5/1/2024

Nexgen Mechanical Inc

Name of Bidder


Signature in ink
Stephen Lamers

Printed name and title of person signing on behalf of Bidder

RETURN OF BID INVITATION - Bids must be mailed/delivered to **RHODE ISLAND COLLEGE PURCHASING DEPARTMENT, BUILDING #5** in a sealed envelope furnished, by the time and date specified for the opening of responses. Bids misdirected to other locations or which are not present at the time of opening for whatever cause will be considered to be late, and will be returned unopened. For the purposes of this requirement the official time and date shall be that of the date/time stamp in the reception area.

State of Rhode Island
PAYER'S REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (T.I.N.)

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

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Employer ID No. (EIN)

52	2439292
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NAME Nexgen Mechanical Inc

ADDRESS 205 Hallene Rd

(REMITTANCE ADDRESS, IF DIFFERENT) _____

CITY, STATE AND ZIP CODE Warwick, RI 02886

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

PLEASE SIGN HERE

SIGNATURE  TITLE  DATE 5/1/24 TEL NO. 401-921-3211

BUSINESS DESIGNATION:

Please Check One: Individual Medical Services Corporation Government/Nonprofit Corporation
Partnership Corporation Trust/Estate Legal Services Corporation

NAME: Be sure to enter your full and correct name as listed in the IRS file for you or your business.

ADDRESS, CITY, STATE AND ZIP CODE: Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

CERTIFICATION -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

BUSINESS TYPE CHECK-OFF -- Check the appropriate box for the type of business ownership.

Mail to: Rhode Island College, Purchasing Department, Building #5
600 Mt. Pleasant Avenue, Providence, RI 02908

PUBLIC WORKS RFQ – AGENCY SOLICITATION SPECIFICATIONS

RFQ 44648

DESCRIPTION: PENFIELD COOLING TOWER REPLACEMENT - RIC

Insurance Requirements:

In accordance with this solicitation, or as outlined in Section 13.19 of the General Conditions of Purchase, found at <https://rules.sos.ri.gov/regulations/part/220-30-00-13> and General Conditions - Addendum A found at <https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>, the following insurance coverage shall be required of the awarded vendor(s):

General Requirements:

- 1a) Liability - combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
- 1b) Workers compensation - \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee.
- 1c) Automobile liability - \$1,000,000 each occurrence combined single limit.
- 1d) Crime - \$500,000 per occurrence or 50% of contract amount, whichever is greater.

Professional Services:

- 1e) Professional liability (“errors and omissions”) - \$2,000,000 per occurrence, \$2,000,000 annual aggregate.
- 1f) Environmental/Pollution Liability when past, present or future hazard is possible - \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 1g) Working with Children, Elderly or Disabled Persons – Physical Abuse and Molestation Liability Insurance - \$1 Million per occurrence.

Information Technology and/or Cyber/Privacy:

- 1h) Technology Errors and Omissions - Combined single limit per occurrence shall not be less than \$5,000,000. Annual aggregate limit shall not be less than \$5,000,000.
- 1i) Information Technology Cyber/Privacy – minimum limits of \$5,000,000 per occurrence and \$5,000,000 annual aggregate. If Contract Party provides:
 - a) key back office services Contract Party shall have a minimum limit of \$10,000,000 per occurrence and \$10,000,000 annual aggregate;
 - b) if Contract Party has access to Protected Health Information as defined in HIPAA and its implementing regulations, Personal Information as defined in R.I. Gen. Laws § 11-49.3-1, et seq., or as otherwise defined in the Contract (together

- Confidential Information”), Contract Party shall have as a minimum the per occurrence, per annual aggregate, the total rounded product of projected number of persons data multiplied by \$25 per person breach response expense per occurrence; but no less than \$5,000,000 per occurrence, per annual aggregate; or,
- c) if the Contract Party provides or has access to mission critical services, network architecture and/or the totality of confidential data \$20,000,000 per occurrence and in the annual aggregate.

Other:

Specify insurance type and minimum coverage required, e.g. builder’s risk insurance, vessel operation (marine or aircraft):

- 1j) Other - Specify insurance type and minimum coverage required

AIA Contract

Rhode Island custom AIA contract designated below outlining the scope and special terms and conditions covering the work, *executed by an authorized representative of your company*. Vendor shall obtain the Rhode Island custom AIA contract at: <https://documentsondemand.aia.org/?filter=Rhode>.

- 2a) AIA A101-2017 Standard Form of Agreement Between Owner and Contractor with State of Rhode Island revisions dated 7-25-19.
- 2b) AIA A104-2017 Standard Abbreviated Form of Agreement Between Owner and Contractor with State of Rhode Island revisions dated 9-10-19.
- 2c) AIA B101-2017 Standard Form of Agreement Between Owner and Design Agent with State of Rhode Island revisions dated 9-10-19.
- 2d) AIA B102-2017 Standard Form of Agreement Between Owner and Design Agent without a Predefined Scope of Design Agent’s Services with State of Rhode Island revisions dated 9-10-19.
- 2e) AIA B104-2017 Standard Abbreviated Form of Agreement Between Owner and Design Agent with State of Rhode Island revisions dated 9-10-19.
- 2f) AIA C172-2014 Standard Form of Agreement Between Owner and Program Manager for use on a Single Project with State of Rhode Island revisions dated 9-13-19.
- 2g) AIA A201-2007 General Conditions of the Contract for Construction with State of Rhode Island Revisions dated 9-10-19.
- 2h) Other - Specify required AIA contract document

SECTION A. BACKGROUND

Rhode Island College (RIC) is soliciting contractor proposals for the removal and replacement of the Penfield Hall Cooling Tower at Rhode Island College, as described herein.

SECTION B: SCOPE OF WORK AND REQUIREMENTS

General Scope of Work:

Contracting services for the removal of existing cooling tower, and installation of (1) new in kind cooling tower, associated piping, and catwalks. See the attached BAC Cooling Tower Unit Specifications including the noted differences comparing the existing unit to the new BAC cooling tower that is to be replaced. The new BAC Cooling tower shall include a louver face platform (catwalk) (*see attached image*), new water treatment equipment, and new VFD Equipment (*see below for additional information*).

Specific Activities / Tasks:

- Obtain all applicable and trade permits needed from state agencies (RIBCC, etc.)
- Demolition and removal of the old cooling tower and piping to roof penetration.
- Provide a new all stainless-steel Baltimore Aircoil Cooling (BAC) tower including catwalk with ladder, and piping. See attached BAC product data & shop drawings.
- Include all Electrical power, Siemens control wiring, water treatment system, plumbing, and insulation scope.
- Provide crane, crew, rigging, and safety measures to properly off-load and install roof-top equipment.
 - *Due to unknown soil conditions the crane must be placed on the pavement with proper dunnage/counterweights/etc. See attached site sketch for additional information.*
 - *Barriers and signage must be provided by the contractor to the satisfaction of the User Agency to separate the work area from occupied areas. Appropriate signage, approved by the User Agency, shall be placed at all potential entrances to the Project Site and maintained throughout the project.*
 - *The Building and surrounding areas will be occupied during construction. The Contractor shall be solely responsible for initiating, maintaining and supervising safety, security and protection programs and shall comply with all applicable laws, ordinances, rules, and regulations concerning safety of people and the protection of property.*
- Include all associated material, start-up, commissioning, 1-year warranty, and as-built documentation
 - Electronic and hard-copies.
- Replace all piping from the cooling tower to and including the 90deg elbows just before the piping penetrates the existing roof.
- Remove and replace all dunnage supporting the piping with proper code compliant roofing material protection and pipe support.
- Work will be performed during normal (7:00am to 4pm) business hours.
- New piping to have code compliant insulation and jacketing.
- Provide water hose connection and valve (*similar to existing*) providing RIC Facilities with the ability to connect a hose for wash down at unit.
- Vendor to provide all MEP services required to provide a fully functioning/code compliant installation.
 - All new controls to be Siemens and tie into/communicate with existing RIC Facilities Campus BMS.
 - Provide new ABB Drive (Compatible with RIC Facilities Campus Standards) in lieu of standard drive with new BAC Unit.
 - New Drive to be installed in a NEMA 4 enclosure at the roof unit.

Solicitation #: 44648
Solicitation Title: Penfield Hall Cooling Tower Renovations

BID FORM

To: Rhode Island College
Purchasing Office, Building #5 – East Campus
600 Mt. Pleasant Avenue, Providence, RI 02908

Bidder: Nexgen Mechanical Inc
Legal name of entity

205 Hallene Road Warwick, RI 02886
Address (street/city/state/zip)

<u>Stephen Lamers</u> Contact name	<u>slamers@nexgenmechanical.com</u> Contact email
<u>401-921-3211</u> Contact telephone	<u>401-921-3212</u> Contact fax

1. **BASE BID PRICE**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (*including the costs for all Allowances, Bonds, and Addenda*):

\$ 259,000.00
(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

Two Hundred Fifty Nine Thousand Dollars
(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

Allowances

The Base Bid Price includes the costs for the following Allowances:

1. N/A

Bonds

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

Addenda

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price ***includes*** the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1 dated: _____

Solicitation #: 44648

Solicitation Title: Penfield Hall Cooling Tower Renovations

Addendum No. 2 dated: _____

Addendum No. 3 dated: _____

Addendum No. 4 dated: _____

2. ALTERNATES (Additions/Subtractions to Base Bid Price)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase or reduce the Base Bid Price by the amount set forth below for each Alternate selected.

Alternate: None

3 UNIT PRICES

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

Unit Prices: None

4. CONTRACT TIME

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

- Shop Drawing Submission: Within 14 calendar days of issued PO.
- Substantial Completion: Within 18 weeks of issued PO
- Final Completion: Within 22 weeks of issued PO

5. LIQUIDATED DAMAGES

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: \$250/day.

Two-Hundred-Fifty dollars per calendar day.

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

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

Solicitation #: 44648

Solicitation Title: Penfield Hall Cooling Tower Renovations

and receipt of the purchase order from the State and authorization from the user agency.

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

BIDDER

Date: 5/1/2024

Nexgen Mechanical Inc
Name of Bidder


Signature in ink

DAVID McCURNEY
Printed name and title of person signing on behalf of Bidder

GC7037
Bidder's Contractor Registration Number

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

NEXGEN Mechanical, Inc
205 Hallene Rd, #106
Warwick, RI 02886

OWNER:

(Name, legal status and address)

Rhode Island College
650 Mt Pleasant Ave
Providence, RI 0290

BOND AMOUNT: Five percent (5%) of the amount of accompanying bid

SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Co.
702 Oberlin Rd
Raleigh, North Carolina, 27605

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

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

Penfield Hall Cooling Tower Replacement
650 Mt Pleasant Ave, Providence, RI

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of February, 2024

(Witness)
NEXGEN Mechanical Inc
(Principal) (Seal)

(Title)
Harco National Insurance Company
(Surety) (Seal)

(Title) James J. Bromage, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, or other file transmitted to AIA. An original copy of the Contract Documents will not be returned.

Int.

Bond # _____

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MICHAEL E. BROMAGE, JAMES J. BROMAGE

Cranston, RI

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

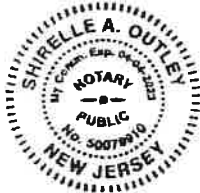
Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 6th day of February, 2024

Irene Martins, Assistant Secretary