

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **CONTRACTORS NETWORK, INC.**
190 TAUNTON AVE. SEEKONK, MA 02771

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **THE HANOVER INSURANCE COMPANY**
440 LINCOLN STREET WORCESTER, MA 01653

a corporation duly organized under the laws of the State of **NEW HAMPSHIRE**

as Surety, hereinafter called the Surety, are held and firmly bound unto

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, ONE CAPITOL HILL
PROVIDENCE, RI 02903**

(Here insert full name and address or legal title of Owner)

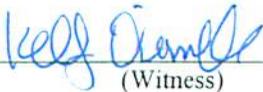
as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid (\$ 5%)** for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly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

WHEREAS, the Principal has submitted a bid for **Stedman Government Building Renovations and
New Fire Protection System**

(Here insert full name, address and description of project)

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

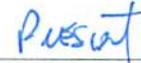
Signed and sealed this **9th** day of **February**, 2011.



(Witness)



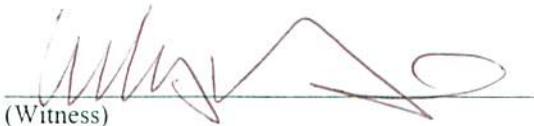
CONTRACTORS NETWORK, INC.
(Principal) (Seal)



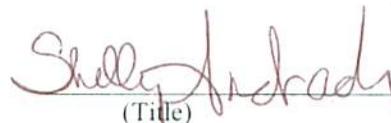
(Title)

THE HANOVER INSURANCE COMPANY

(Surety) (Seal)



(Witness)



(Title)
Shelly Andrade, ATTORNEY-IN-FACT

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint
Shelly Andrade, James L. Mastors, William F. Hertel and/or Joseph A. Servant

of East Greenwich, RI and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 9th day of March 2010.



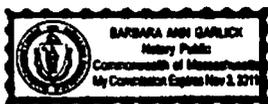
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson
Mary Jeanne Anderson, Vice President

Robert K. Grennan
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 9th day of March 2010, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 9th day of February, 2011.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephan L. Brault
Stephan L. Brault, Assistant Vice President

State of Rhode Island and Providence Plantations Contract Offer
RIVIP GENERATED BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number: 7448144A6

Bid/RFP Title: STEDMAN BUILDING RENOVATIONS AND FIRE PROTECTION PROJECT - ADDENDUM 6 (

Opening Date & Time: 2/9/2011 1:45 PM

RIVIP Vendor ID #: 25387

Vendor Name: Contractors Network, Inc.

Address: 190 Taunton Avenue
Seekonk, MA 02771
USA

Telephone: (508) 336-2825

Fax: (508) 336-2826

E-Mail: mfoc@aol.com

Contact Person: Michael O'Connell

Title: President

R.I. Foreign Corp #:

NOTICE TO VENDORS

Effective January 1, 2011 all public works project related bids or proposals exceeding one million (\$1,000,000) dollars are required to include a "public copy". All agency contract solicitations, requests for proposals, invitations for bids, etc. shall state that any bid or proposal that exceeds one million (\$1,000,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of one million (\$1,000,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. For further information, please see R. I. Gen. Laws §37-2-18 (P.L. 221) <http://www.rilin.state.ri.us/PublicLaws/law10/law10221.htm> and Purchasing Rules & amendment at <http://www.purchasing.ri.gov/Notices2.aspx>.

In addition, the Division of Purchases has promulgated proposed regulations pursuant to R.I. Gen. Laws § 37-2-18 that implements the "public copy" requirement. Public hearing on the proposed regulations was held on Friday, December 17, 2010. The proposed regulations will become final on January 11, 2011. For further information please visit www.sos.ri.gov.

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at www.purchasing.ri.gov. It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

SECTION 2 - REQUIREMENTS

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS THREE-PAGE CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Section 2.1 - RULES FOR SUBMITTING OFFERS

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above), date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package, must be delivered to the division of purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.
Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. When copies of plans and specifications are too large to make available on-line and are issued with a requirement for a refundable deposit, vendors on the known lists of depositors will receive direct notification of amendments. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

2.4.1 Prevailing Wage and OSHA Safety Training Requirements. The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws 37-13-1 et seq. and 28-20-1 et seq., shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

2.4.2 Apprenticeship. Rhode Island General Laws §37-13-3 1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

SECTION 3. AWARD DETERMINATION.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

3.2. SPECIFICATIONS. Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

SECTION 4 – CONTRACT PROVISIONS.

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website (www.purchasing.ri.gov).

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

4.3. EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

SECTION 5 – CERTIFICATIONS AND 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 Yes (Y) or No (N):

- N 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).
- N 2. Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?
- Y 3. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y 4. I/we acknowledge that, in accordance with Chapter 37-2-54(3) 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", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 5. I/we certify that the above vendor information is correct and complete.
- Y 6. I/we certify that I or my 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 State Purchasing Agent in writing of such circumstance.
- Y 7. 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 State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this three-page form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. I/we certify that I/we have registered to utilize the E-Verify program (www.dhs.gov/E-Verify) to ensure compliance with federal and state law. I understand and agree that I am required to continue to utilize the services of the E-Verify program for as long as I continue to do business with the State of Rhode Island. I further understand that my failure to continue to utilize the services of the E-Verify program will adversely affect my ability to continue to do business with the State of Rhode Island and my ability to do business with the State of Rhode Island in the future.
- Y 12. **NEW REQUIREMENT* - IMPORTANT!!!** I/we hereby acknowledge that I/we understand that effective January 1, 2011 all public works related project bids or proposals exceeding one million (\$1,000,000) dollars, inclusive of all proposed alternates, are required to include a "public copy" as required by R.I. Gen. Laws § 37-2-18 and the "Rules, Regulations and General Conditions of Purchases.". It is further understood that any bid or proposal in excess of one million (\$1,000,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive.
For further information, please see R.I Gen. Laws § 37-2-18 and specific instructions at www.purchasing.ri.gov.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 2 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #3 – 11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR 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, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.) _____ Date 2/9/11

Michael Obonell, President COMMERCIAL NETWORKS INC _____ Print

SECTION 00410 - BID FORM

Date: February 9, 2011
RFP # 7448144

To: The Department of Administration Division of Purchases
One Capitol Hill
Providence, RI 02908

Project: Stedman Building Renovations and Fire Protection Project
Oliver Stedman Government Center
4808 Tower Hill Rd.
Wakefield, RI

Submitted by: CONTRACTORS NETWORK, INC.
190 TAUNTON AVENUE
SUDBURY, MA 02771
508.336.2825 / 508.336.2826

(Please include in the above spaces the firm's legal name, address, telephone, fax number, contact email address, and license number if applicable)

1. BASE BID

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents, the cost submitted here-in includes all work delineated in the Project Manual and Drawings prepared by Lerner | Ladds + Bartels, Inc, and Engitek, Inc., advertised to Bid on December 29, 2010. Additionally the cost provided here-in is inclusive of all Allowances that have been identified in the Contract Documents, as such they have been calculated as part of the total costs submitted as part of the Base Bid Value. Furthermore, the Base Bid includes all work delineated in the addendums issued throughout the bidding process and takes into consideration the time line as presented for the project included as part of this Bid.

The cost to provide the Owner for the Project in full compliance with the Project Documents can be completed for the Sum of (This Cost includes the values of the Allowances delineated in the Bid Form) and, we, the undersigned, hereby offer to enter into a Contract to perform the Work as prescribed for Base Bid for the sum of:

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ONE million Seven Hundred thirty Seven Thousand —

Written

WE HAVE INCLUDED THE REQUIRED BID SURETY AS REQUIRED BY THE INVITATION TO BID AS PART OF THE ABOVE COST.

2. ALLOWANCES

Allowances for the Project to be included in Base Bid are as follows:

Include the following amounts (Collective Sum Total) in Bid, for inclusion in the Base Bid:

- Site Testing – FP: Carry a sum of One Thousand Five Hundred Dollars (\$1,500.00) for independent testing of site soils, asphalt, concrete, etc. for the Fire Protection Project.
- Testing – General: Carry a sum of One Thousand Five Hundred Dollars (\$1,500.00) for independent testing required in individual Specification Sections 2-16.
- Hazardous Materials Procedures: Carry a sum of Fifteen Thousand Dollars (\$15,000.00) for air quality monitoring to be conducted by Owner for asbestos-related work or other testing that Owner may conduct.
- 08710 – Door Hardware Contingency Allowance: Carry a sum of Five Thousand Dollars (\$5,000.00) for Owner-initiated changes to the hardware.
- Exterior Signage Allowance: \$5,000. Carry a sum of Five Thousand Dollars (\$5,000.00) for exterior signage. Canopy signage (Add Alternate #1) shall be carried in the Add Alternate and not in this allowance.
- Furniture: Carry a sum of Sixty Thousand Dollars (\$60,000.00) for Owner-initiated furniture modifications and installation. This amount shall be carried as a direct cost to the State with no overhead & profit applied.

I (the bidder) have carried as part of the Base Bid the total applicable value of the combined totals of Allowances as presented above.

3. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated 1/10/11 Addendum No. 2, dated 1/13/11
Addendum No. 3, dated 1/19/11 Addendum No. 4, dated 1/20/11
Addendum No 5, DTD 1/24/11 *Addendum No. 6* 2/1/11

4. ALTERNATES

BIDDER agrees to be bound by the following alternate prices.

The Bidder shall take notice that the Alternates are listed in the order in which the Owner intends on awarding them based on available funds and as follows...

Add Alternates will be considered in the order in which they are presented except where available project funds require choices out of the order in which they are presented. The Owner will then award the next alternate on the list that the project budget supports or otherwise award a combination of alternates that follows the order within the project budget.

In the event the Owner is required to reduce funds the Deductive Alternates will be considered in the order presented, except where funds allow for the skipping a deductive alternate and proceeding to the next.

Additionally, the Owner reserves the right to award a combination of both Additive and Deductive Alternates as may be determined to be in the best interests of the Owner.

DEDUCT ALTERNATES...

DEDUCTIVE ALTERNATE 1

Deduct Alternate 1: In lieu of Base Bid work consisting of indoor fire pump assembly, standby generator, renovations to existing garage, and associated piping and connections, provide a price to furnish and install an outdoor prepackaged fire pump assembly with prefabricated housing, outdoor standby generator set with prefabricated housing, and associated piping and connections as indicated in the Project Documents.

Base Bid ~~minus~~ **ADD**

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Numeric

 \$600,170.00
Security Trustco
Written

ADD ALTERNATES...

ADDITIVE ALTERNATE 1

Add Alternate 1: In addition to Base Bid work consisting of entrance modifications, furnish and install Canopy Alternate including: exposed aggregate flatwork; structural steel; unit masonry demo and rebuilding; stucco demo and repair; fiber cement siding; EPDM membrane roof; sheet

STEDMAN BUILDING RENOVATIONS AND FIRE PROTECTION PROJECT

metal flashing, gutter and downspout; signage; lighting; and associated work as indicated in the Project Documents.

Base Bid plus

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Numeric

Forty Five Thousand

Written

ADDITIVE ALTERNATE 2

Add Alternate 2: Furnish and install window treatments at all windows on the Third Floor as indicated in the Project Documents.

Base Bid plus

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Numeric

TEN THOUSAND DOLLARS

Written

5. UNIT PRICES

Provide Unit Pricing for the following items which shall be used for additive and deductive change orders as may be required. The General Contractor shall submit Unit Costs as requested and each cost submitted shall be considered to be all inclusive and includes overhead, profit, travel, mobilization, incidental and appurtenant cost for the complete legal removal and/or installation of all items identified. Costs submitted shall be inclusive of compliance with all regulatory requirements, legal disposal, labor, materials, testing, bonding and administrative costs to provide labor, materials and services as prescribed in the Contract Documents. When these costs (Unit Costs) are used for deductive change orders the cost will be totaled and Two (2) percent will be subtracted from the final total which shall be considered administrative costs for the General Contractor for preparing the deductive Change Order. Provide these Unit Costs in Numerical form only. Prior to a final bid award confirmation of the Unit Costs will be made between the Owner and General Contractor. Unit costs will be reviewed as part of the overall review of the Bidders proposal for fairness and competitiveness.

STEDMAN BUILDING RENOVATIONS AND FIRE PROTECTION PROJECT

The General Contractor shall note that the presence of a requested Unit Cost does not imply that General Contractor does not own these services in the Base Bid as prescribed in the Contract Documents and are being provided in the event the services are required due to circumstances mutually agreed to as being work in excess of that prescribed in the Contract Documents.

BIDDER agrees to be bound by the unit prices provided herein:

DESCRIPTION OF SERVICES	CONTRACTORS UNIT COST
Provide Local Police Details that the Owner may direct outside of the Contractors Responsibility to Provide Police Details for the Protection of the Public.	
Daily Rate Per Eight (8) Hours	\$, 800 . 00
One Half Day Rate [Four (4) Hours]	\$, 400 . 00
Provide State Police Details that the Owner may direct outside of the Contractors Responsibility to Provide Police Details for the Protection of the Public.	
Daily Rate Per Eight (8) Hours	\$ 1 , 200 . 00
One Half Day Rate [Four (4) Hours]	\$, 600 . 00
Ten (10) Yard Roll Off Dumpster for use by the Owners Own Workforce or Owners Subcontractors. This includes Drop off, and pick up of units as well as tipping fees for allowable load.	\$ 1 , 000 . 00
Twenty (20) Yard Roll Off Dumpster for use by the Owners Own Workforce or Owners Subcontractors. This includes Drop off, and pick up of units as well as tipping fees for allowable load.	\$ 1 , 300 . 00
Thirty (30) Yard Roll Off Dumpster for use by the Owners Own Workforce or Owners Subcontractors. This includes Drop off, and pick up of units as well as tipping fees for allowable load.	\$ 1 , 600 . 00
Forty (40) Yard Roll Off Dumpster for use by the Owners Own Workforce or Owners Subcontractors. This includes Drop off, and pick up of units as well as tipping fees for allowable load.	\$ 2 , 000 . 00

STEDMAN BUILDING RENOVATIONS AND FIRE PROTECTION PROJECT

Per Month	\$	1	,	500	.	00			
Unit cost per linear foot for providing and installing electrical conduit									
½" conduit	\$,		7	.	50		
¾" conduit	\$,		9	.	00		
1" conduit	\$,		11	.	00		
1 ¼" conduit	\$,		14	.	50		
Unit cost to install one Air Conditioner Unit Type 1 (17,000 BTU, spec per Drawing) and sheet metal enclosure in place of existing plywood panel.	\$	1	,	500	.	00			
Unit cost to install one Air Conditioner Unit Type 2 (10,000 BTU, spec per Drawing) and sheet metal enclosure in place of existing plywood panel.	\$	1	,	300	.	00			
Unit cost to replace one ACU Type 1 with ACU Type 2, including sheet metal enclosure as necessary to ensure a weather tight fit.	\$	7	,	000	.	00			
Unit cost to replace one ACU Type 1 with ACU Type 1, including sheet metal enclosure as necessary to ensure a weather tight fit.	\$	6	,	500	.	00			
Unit cost to replace one ACU Type 2 with ACU Type 2, including sheet metal enclosure as necessary to ensure a weather tight fit.	\$	6	,	000	.	00			

DEMOLITION and HAZARDOUS MATERIALS UNIT COSTS

The Contractor, Demolition Contractor and Hazardous Materials Contractors shall note that the presence of a requested Unit Costs (below) does not imply that the Project Scope of Work does not include the following cost as part of the Base Bid as prescribed in the Contract Documents and are being provided in the event the services are required due to circumstances mutually agreed to as being work in excess of that prescribed in the Contract Documents. Additionally where allowances are established for work that may be encountered, or otherwise is clearly not part of the Base Bid, the following rates shall apply for those changes.

Quantity classifications delineated below shall be determined based on the scope of work being performed and may be considered cumulative for work that is being performed in

STEDMAN BUILDING RENOVATIONS AND FIRE PROTECTION PROJECT

localized areas of the project, and/or project wide depending on the circumstances and/or phase of work underway. The Contractor and Owner shall review the status of work underway and mutually agree on the unit costs to be carried as the project progresses and shall adjust the unit cost accordingly based on the overall work effort being undertaken and determination that multiple mobilizations and/or unique and/or separate set up efforts were required to perform the work.

BIDDER agrees to be bound by the unit prices provided herein:

DESCRIPTION OF SERVICES	CONTRACTORS UNIT COST
Title: Provide TCLPS in full compliance with all regulatory requires utilizing the Owners Lab as may be requested by the Owner in addition to those required in the base bid.	
Twenty Four hour Turnaround	\$, 1 5 0 . 0 0
Forty Eight hour Turnaround	\$, 1 0 0 . 0 0
Expeditious Legal Removal and Disposal of Underground Tanks including all appurtenant work such as disconnect from piping, pump out tank, purging, excavation, backfill, compaction, rigging, transportation, disposal, working with regulatory authorities and design team and etc. as required to remove the structure from the work site.	
Underground Tank less than 1000 Gallons Per Each	\$ 3 , 0 0 0 . 0 0
Underground Tank 1001 to 3000 Gallons Per Each	\$ 3 , 5 0 0 . 0 0
Underground Tank 3001 to 5000 Gallons Per Each	\$ 7 , 0 0 0 . 0 0
Underground Tank 5001 to 8000 Gallons Per Each	\$ 7 , 5 0 0 . 0 0
Underground Tank 8001 to 10,000 Gallons Per Each	\$ 8 , 0 0 0 . 0 0
Underground Tank 10,001 and up Gallons Per Each	\$ 8 , 5 0 0 . 0 0
Title: All services required for the collection, storage	

STEDMAN BUILDING RENOVATIONS AND FIRE PROTECTION PROJECT

and legal disposal of fuel, oil, solvents and other liquid materials classified as hazardous. (unit cost per gallon, one to ten gallons, unit cost provided per one gallon)	
Normal Hours	\$, 3 . 00
Premium Time	\$, 3 . 50
Title: All services required for the collection, storage and legal disposal of fuel, oil, solvents and other liquid materials classified as hazardous. (unit cost per ten gallon, eleven to fifty gallons, unit cost provided per ten gallons)	
Normal Hours	\$, 20 . 00
Premium Time	\$, 25 . 00
Title: All services required for the collection, storage and legal disposal of fuel, oil, solvents and other liquid materials classified as hazardous. (unit cost per fifty gallons, fifty-one to "X" gallons, unit cost provided per fifty gallons)	
Normal Hours	\$, 95 . 00
Premium Time	\$, 105 . 00
Title: All services required to excavate, temporarily store and protect, remove and dispose of in a legal manner contaminated soils as may be encountered, not identified in the base bid. Unit cost per cubic yard, one to ten cubic yards. Unit cost per cubic yard.)	
Normal Hours	\$, 950 . 00
Premium Time	\$ 1 , 000 . 00
Title: All services required to excavate, temporarily store and protect, remove and dispose of in a legal manner contaminated soils as may be encountered, not identified in the base bid. Unit cost per ten cubic yards, eleven to	

STEDMAN BUILDING RENOVATIONS AND FIRE PROTECTION PROJECT

"X" cubic yards. Unit cost per ten cubic yards.)	
Normal Hours	\$ 9,000.00
Premium Time	\$ 9,900.00
Title: All services required to remove, and legally dispose of electrical transformers with suspect hazardous materials (unit cost per each)	
Normal Hours	\$ 4,500.00
Premium Time	\$ 4,700.00
Title: Asbestos Insulated Pipe Fittings Per Each 1/2" to 2"	
Normal Hours	\$, 65.00
Premium Time	\$, 85.00
Title: Asbestos Insulated Pipe Fittings Per Each 2 1/2" to 4"	
Normal Hours	\$, 65.00
Premium Time	\$, 75.00
Title: Asbestos Insulated Pipe Fittings Per Each 4 1/2" to 8"	
Normal Hours	\$, 85.00
Premium Time	\$, 95.00
Title: Asbestos Insulated Pipe Fittings Per Each 8 1/2" to 12"	
Normal Hours	\$, 90.00
Premium Time	\$, 105.00
Title: Asbestos Insulated Pipe Fittings Per Each 12 1/2" to X"	
Normal Hours	\$, 200.00

STEDMAN BUILDING RENOVATIONS AND FIRE PROTECTION PROJECT

Normal Hours	\$,					15	.	00
Premium Time	\$,					20	.	00
Title: Removal and Disposal of Firestopping and Fire Caulking Materials Containing Asbestos <u>Per LF</u> greater than a total of 100 LF.										
Normal Hours	\$,					12	.	00
Premium Time	\$,					16	.	00

BIDDER agrees to be bound by the unit prices provided herein:

BEDROCK and BOULDER REMOVAL UNIT COSTS

The Contractor and Subcontractors shall note that the unit costs presented below are for materials that may be encountered during the project for work not part of the original Base Bid Price that affects the work issued by changes in scope of work, or otherwise clearly not part of the original scope of work. These materials include bedrock removal and disposal, boulder removal/disposal and the removal and disposal of other debris such as tree stumps.

Quantity classifications delineated below shall be determined based on the scope of work being performed and may be considered cumulative for work that is being performed in localized areas of the project, and/or project wide depending on the circumstances and/or phase of work underway. The Contractor and Owner shall review the status of work underway and mutually agree on the unit costs to be carried as the project progresses and shall adjust the unit cost accordingly based on the overall work effort being undertaken and determination that multiple mobilizations and/or unique and/or separate set up efforts were required to perform the work.

BIDDER agrees to be bound by the unit prices provided herein:

DESCRIPTION OF SERVICE	CONTRACTORS UNIT COST									
Ledge/Rock Removal and Disposal with Hammer										
0- 1500 CY per Cubic Yard	\$,					270	.	00
1500 CY and Above per Cubic Yard	\$,					250	.	00
Ledge/Rock Removal and Disposal Using Blasting										
0- 1500 CY per Cubic Yard	\$,					245	.	00

STEDMAN BUILDING RENOVATIONS AND FIRE PROTECTION PROJECT

Pre-Blast Survey per Diem	\$	5	,	500	.	00			
Boulder Removal									
Excavate, Load and Haul Boulders Less than 0.5 CY (< ½ CY) per Cubic Yard	\$,	50	.	00			
Excavate, Load and Haul Boulders Greater than .5 CY (> ½ CY) and Less than 1 CY per Cubic Yard	\$,	75	.	00			
Tree Stump Removal									
0- 1500 CY per Cubic Yard	\$,	50	.	00			
1500 CY and Above per Cubic Yard	\$,	50	.	00			
Dewatering During Removal of Unsuitable Materials covered under Unit Costs. This includes mobilization, equipment, including but not limited to the pump; hoses; fittings; sumps; fuel, and manpower to set up and monitor as required.									
2" Pump per Hour 4 hour minimum	\$,	250	.	00			
3" Pump per Hour 4 hour minimum	\$,	320	.	00			
4" Pump per Hour 4 hour minimum	\$,	450	.	00			
6" Pump per Hour 4 hour minimum	\$,	700	.	00			

FIRE PROTECTION UNIT COSTS

The General Contractor and Subcontractors shall note that the presence of a requested Unit Cost does not imply that General Contractor does not own these services in the Base Bid as prescribed in the Contract Documents and are being provided in the event the services are required due to circumstances mutually agreed to as being work in excess of that prescribed in the Contract Documents.

BIDDER agrees to be bound by the unit prices provided herein:

STEDMAN BUILDING RENOVATIONS AND FIRE PROTECTION PROJECT

DESCRIPTION OF SERVICE	CONTRACTORS UNIT COST				
Pipe per type, size and length (foot).					
Type <u>Sch 40</u> Size <u>1"</u>	\$,		2	.50
Type <u>Sch 40</u> Size <u>2"</u>	\$,		5	.00
Type <u>Sch 10</u> Size <u>2 1/2"</u>	\$,		5	.00
Type <u>Sch 10</u> Size <u>4"</u>	\$,		7	.50
Type <u>Sch 10</u> Size <u>6"</u>	\$,		9	.50
Fitting per type and size					
Type <u>CI</u> Size <u>1 1/2"</u>	\$,	150		.00
Type <u>CI</u> Size <u>2"</u>	\$,	155		.00
Type <u>Groove</u> Size <u>2 1/2"</u>	\$,	175		.00
Type <u>Groove</u> Size <u>4"</u>	\$,	180		.00
Type <u>Groove</u> Size <u>6"</u>	\$,	200		.00
Hanger per type	\$,			
Type <u>2 1/2"</u>	\$,	10		.00
Type <u>4"</u>	\$,	20		.00
Type <u>6"</u>	\$,	30		.00
Valve per type and size					
Type <u>GBPV</u> Size <u>4"</u>	\$,	500		.00
Type <u>GBPV</u> Size <u>6"</u>	\$,	650		.00
Type <u>OSV</u> Size <u>6"</u>	\$,	700		.00

STEDMAN BUILDING RENOVATIONS AND FIRE PROTECTION PROJECT

Type <u>OSTY</u> Size <u>4"</u>	\$,	<u>525</u>	.	<u>00</u>
Type <u>GBFV</u> Size <u>2 1/2"</u>	\$,	<u>450</u>	.	<u>00</u>
Sprinkler per head	\$,	<u>350</u>	.	<u>00</u>

6. ACCEPTANCE and AWARD CRITERIA

This offer shall be open to acceptance and is irrevocable for ninety (90) days from the Bid closing date. If this Bid is accepted by the Owner within the time period stated above, the Contractor will:

- Execute the Agreement subject to compliance with required state regulatory agency approvals as described in the Invitation to Bid;
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders; and
- Commence work within three (3) calendar days after receipt of a Purchase Order from the Rhode Island Division of Purchases.

Bid Surety shall be forfeited as damages to the Owner by reason of our failure, in addition to any and all legal remedies and rights of the Owner, including but not limited to, recovery of the difference between the Contractor's bid and the next lowest responsible bidder that is accepted by the Owner.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

ACCEPTANCE OF BID and AWARD

It is the intent of the Owner to award a Contract as prescribed in the document entitled "Solicitation Information" provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available for the construction budget. The Purchasing Agent shall have the right to waive ANY informalities and irregularities in a Bid received and to accept the Bid which, in the Purchasing Agent's judgment, is in the State's best interests and the Owner reserves the right to award the bid based on costs alone.

The Owner shall have the right to accept Alternates in any order and/or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted. The Owner has grouped the alternates in the order in which they would like to award the

STEDMAN BUILDING RENOVATIONS AND FIRE PROTECTION PROJECT

alternates, however as noted above the Owner has the right to award alternates in any order and/or combination as available funds may dictate what can be incorporated into the project.

Minority Business Enterprises: Pursuant to G.L. 1956 § 37-14.1-1, et seq., the State reserves the right to apply additional consideration to offers, and to direct awards to Bidders other than the responsive Bid representing the lowest price where:

- .1 The offer is fully responsive to the terms and conditions of the request;
- .2 The offer is determined to be within a competitive range (not to exceed five percent (5%) higher than the lowest responsive offer) for the product or service; or
- .3 The firm making the offer has been certified by the State of Rhode Island, Department of Economic Development, to be a small business concern meeting criteria established to be a Minority Business Enterprise.

AWARD

Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of ninety (90) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the Purchasing Agent.

a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the State. The State reserves the right to determine those offers which are responsive to the Request or which otherwise serve its best interests.

b. The State reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the State may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the State to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the State may, at the option of the State, be

1. rejected as being non-responsive, or

STEDMAN BUILDING RENOVATIONS AND FIRE PROTECTION PROJECT

2. set aside in favor of the State's terms and conditions (with the consent of the bidder), or
 3. accepted, where the State Purchasing Agent determines that such acceptance best serves the interests of the State.
- Acceptance or rejection of alternate or counter-offers by the State shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.
- d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.
 - e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.
 - f. The Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.
 - g. The Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the State will be served by so doing.
 - h. The Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.
 - i. Preference may be given to bids on products raised or manufactured in the State, other things being equal.
 - j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.
 - k. The Purchasing Agent reserves the right to act in the State's best interests regarding awards caused by clerical errors by the Office of Purchases.

The Owner and Design Team will review all submissions. After review, one or more respondents may be invited to answer questions that allow the Owner and Design Team to determine which firm will be awarded the project based on the costs and confirmation that the Scope of Work is clear and that the Bid Costs includes all work. As such, the Bidder shall ensure that all key team members are available during the period of five business days following the Closing Date for Scope of Review meeting that will assist the Owner and Design Team in determining the completeness of the proposals. Additionally, the Bidder shall be prepared to provide all required documents (i.e. Bond, Insurance, MBE and etc.) for prompt execution of the Contract. It is further understood that if such examination and review is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

7. CONTRACT TIME

Bid Form 00410

Stedman Building Renovations and Fire Protection Project, Page 19 of 22

RFP # 7448144

This Bid Form is part of the Contract Documents and is Referenced in AIA 101 and AIA 201 Documents

STEDMAN BUILDING RENOVATIONS AND FIRE PROTECTION PROJECT

If this Bid is accepted, we will achieve Substantial Completion of the Project by the dates outlined in the following table for as applicable while working within the Key Dates and Milestone periods delineated below.

If this Bid is accepted, we will achieve Final Completion of the Project by the date of August 30, 2011, while working within the Key Dates and Milestone periods delineated below.

Description of Key Dates for Project Milestones are as follows based on Summary of Work in Section 01100 delineated as follows:

Start of Construction.....March 2, 2011

Date of Substantial Completion..... July 30, 2011

Substantial Completion represents the date that the contractor commences Punch List completion, Systems Shake Out, Connections of Owner Provided Equipment and Systems as they are installed and the Owner commences Owner Mobilization and Fit Out .

Date that Temporary Certificate of Occupancy Issued July 30, 2011

This requirement will allow the Owner to start staffing the facility, but is not to be construed that the Contractor has achieved Final Completion for the project. All Warranty Work will be effective the date of final completion of the areas and spaces as mutually agreed to in writing by the Owner, Architect and the Contactor.

Date of Final Completion.....August 30, 2011

New Building Open for Business and Complete Operations..... August 30, 2011

(Full and Beneficial Use Date with Certificate of Occupancies which allow for Public Access)

This is the date the Owner will officially open the facility for full operations and public access which shall be the date of Full and Beneficial Use. Issuance of Final Completion of the Facility will be considered at this time provided all punch lists are reasonably complete and there is no outstanding work to be completed.

8. Drawing and Contract Exhibits

Project Drawing and Technical Specifications have a Table of Contents that Serve as the list of Drawings and Project Documents

9. LIQUIDATED DAMAGES

“The Bidder (Contractor) acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the New Facility as defined in the master schedule and Section entitled “Contract Time ” in this Bid Form. It is the Owners intent to occupy the facility as delineated in the project schedule and achieve final completion including the installation of all systems, furniture, equipment, testing of systems, and to provide training on all building systems while the Contractor finalizes their obligation.

Therefore, the Owner and the Contractor agree as set forth in the following paragraph.

If the Contractor fails to achieve milestones allowing the Owner to effectively and properly mobilize, setup, install and test systems such as but not limited to furniture, equipment, communications, computer networks and other systems as required to operate in the periods delineated under Contract Time the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the actual costs for such delay, as follows...

The Owner reserves the right to "Actual Damages" which for the purposes of this section shall be defined as all associated costs to delay and/or store systems, furniture and equipment including the costs of any and all labor and potential difference in cost between original owner proposals and potential costs differences due to premiums associated with these costs and ARE limited to remobilization to complete the work timely as it is related and associated with such delay, including remobilization costs, design team fees, project management fees, shift premiums and other costs associated with such delays for those items outlined here-in. In addition, Actual Damages shall be defined to also include the cost of leasing and renting office space for all end users. These damages shall be based on the actual documented costs for those items defined above or other direct costs that the end users may be required to pay in order to maintain operations at an alternate facility.

The Owner may deduct liquidated damages described in the aforesaid from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner upon the demand of the Owner, from the Contractor and/or its surety."

The maximum liquidated damages payable shall be Two Hundred and Fifty Thousand Dollars (\$250,000.00).

11. BID FORM SIGNATURE(S)

The Bid Sum submitted for the Base Bid includes the totals for Allowances. Bid Alternates and Unit Costs are provided as the Bid Form requires.

Contractors Network inc
(Bidder's name)

By: [Signature]

Title: Michael O'Connell, President

Corporate Seal:

THE CONTRACTOR SHALL PROVIDE AN AFFIDAVIT THAT THE PERSON WHO HAS AFFIXED HIS OR HER SIGNATURE TO THIS BID FORM IS ACTIVELY AND LEGALLY AUTHORIZED TO BIND THE FIRM CONTRACTUALLY.

**THIS FORM MUST BE SUBMITTED WITH AND AFFIXED
TO THE BID FORM.**

END OF SECTION 00410

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: STATE OF RI
ADDRESS: ONE CAPITAL HILL, PROVIDENCE, RI
SUBMITTED BY: MICHAEL OLOMEL
NAME: CONTRACTORS NETWORK, INC.
ADDRESS: 190 DAWTON AVENUE, SEASIDE, MA 02711

PRINCIPAL OFFICE:

- Corporation
 Partnership
 Individual
 Joint Venture
 Other

NAME OF PROJECT (if applicable): Stedman Building Renovations

TYPE OF WORK (file separate form for each Classification of Work):

- General Construction
 HVAC
 Electrical
 Plumbing
 Other (please specify)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 11

§ 1.2 How many years has your organization been in business under its present business name? 11

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

- § 1.3.1 Date of incorporation: 6/2000
§ 1.3.2 State of incorporation: RI
§ 1.3.3 President's name: MICHAEL OLOMEL

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.4 Vice-president's name(s) MICHAEL O'CONNELL

§ 1.3.5 Secretary's name:

KEVIN O'CONNELL

§ 1.3.6 Treasurer's name:

MICHAEL O'CONNELL

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

RI AND MA

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

RI AND MA

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

DEMOLITION, CONCRETE, MASONRY, CARPENTRY

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

NO

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

NO

§ 3.2.3 Has your organization or its officers filed any law suits or requested arbitration with regard to construction contracts within the last five years?

NO

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

ATTACHED

§ 3.4.1 State total worth of work in progress and under contract:

+ 2.5 million

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

ATTACHED

§ 3.5.1 State average annual amount of construction work performed during the past five years:

≈ 6 million

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4. REFERENCES

§ 4.1 Trade References:

CONTRACTORS SUPPLY, EAST PROVIDENCE, RI

§ 4.2 Bank References:

SOUTHWEST BANK, SEELYVILLE, MA

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

THE HANOVER INSURANCE CO

§ 4.3.2 Name and address of agent:

MASTONS + SEYMANT

EAST GREENWICH, RI

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Will provide

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE

§ 6.1 Dated at this 9 day of February, 2011

Name of Organization: Contractors Westlake, Inc.

By:

Title:

Michael Council, President

§ 6.2



M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 9 day of February 2011

Notary Public: *Tom A. Lellan*

My Commission Expires: 6/20/2014



PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE *BUILDING* PROJECTS YOUR FIRM HAS COMPLETED SINCE YOUR MOST RECENT DCAM APPLICATION FOR PRIME/GENERAL CONTRACTOR CERTIFICATE OF ELIGIBILITY. YOU MUST REPORT ALL REQUESTED INFORMATION NOT PREVIOUSLY REPORTED ON YOUR MOST RECENT DCAM APPLICATION*

PROJECT TITLE & LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED
<i>New Ambulance Facility, MA State Police New Braintree, MA</i>	<i>General</i>	<i>\$587,000</i>	<i>11/28/08</i>	<i>12/31/09</i>
<i>DPW Fire Alarm & Sprinkler Ashland, MA</i>	<i>General</i>	<i>\$123,000</i>	<i>9/1/08</i>	<i>2/27/09</i>
<i>Renovations to Bldg. C-13, MA Nat'l Guard Rehoboth, MA</i>	<i>General</i>	<i>\$910,900</i>	<i>12/1/08</i>	<i>1/15/10</i>
<i>Envelope Repairs - National Guard Armory Bourne, MA</i>	<i>General</i>	<i>\$203,000</i>	<i>9/1/08</i>	<i>9/1/09</i>
<i>St. Anthony's Charter School Renovation New Bedford, MA</i>	<i>General</i>	<i>\$758,106</i>	<i>9/1/08</i>	<i>10/1/09</i>
<i>Bldg. G Gym Repairs, MA State Police New Braintree, MA</i>	<i>General</i>	<i>\$264,902</i>	<i>6/1/08</i>	<i>10/1/09</i>

Attach additional sheets if necessary

* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Update Statement.

PART 1 - COMPLETED PROJECTS (Additional Sheet)

PROJECT TITLE & LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED
Village Court Modernization Mattapoisett, MA	General	\$814,000	4/1/2008	6/1/2009
Sprinkler & Fire Alarm, Barnard School-RIC Providence, RI	General	\$454,000	9/1/08	2/27/09
Renovations to Johnston High School Johnston, RI	General	\$301,903	9/1/08	2/15/09
Modular Storage Building, MA DCR Wayland, MA	General	\$386,123	3/9/09	7/9/09
Solid Waste Support Building Barnstable, MA	General	\$668,000	3/9/09	12/31/09
Fire Code Upgrades, Burnside Hall-URI Kingston, RI	General	\$630,602	6/1/09	10/1/09

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
New Ambulance Facility	OWNER: MA State Police Academy	Greg Dwelly	508-867-1167
	DESIGNER: The Office of Allen Lieb	Allen Lieb	781-233-0600
	GC: Contractors Network, Inc.	Michael O'Connell	508-336-2825
DPW F/A & Sprinkler	OWNER: Town of Ashland	John Small	508-881-0120 X14
	DESIGNER: Cubellis	David MacNeil, P.E.	617-603-2179
	GC: Contractors Network, Inc	Michael O'Connell	508-336-2825
Renovations to Bldg. C-13	OWNER: MA State Quartermaster	Joe Cappuzziello	508-233-6256
	DESIGNER: Maguire Group	Dave Berryman	508-543-1700
	GC: Contractors Network, Inc.	Michael O'Connell	508-336-2825
Envelope Repairs	OWNER: MA State Quartermaster	Jack Stockhaus	508-233-6500
	DESIGNER: Russo Barr Associates	Andrew Barr	781-273-1537
	GC: Contractors Network, Inc.	Michael O'Connell	508-336-2825
St. Anthony's School	OWNER: Global Learning Center	Dr. Warren Berube	508-991-4105
	DESIGNER: Mount Vernon Group	Jorge Figuerido	781-937-9720
	GC: Contractors Network, Inc.	Michael O'Connell	508-336-2825
Bldg. G Gym Repairs	OWNER: MA State Police Academy	Greg Dwelly	508-867-1167
	DESIGNER: Kang Associates	Kaffee Kang	978-443-6383
	GC: Contractors Network, Inc.	Michael O'Connell	508-336-2825

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship? YES NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? YES NO

If you have answered YES to either question, explain. _____

REFERENCE INFORMATION (Additional Sheet)

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Village Court Modernization	OWNER: Mattapoisett Housing Authority	Leo Cote	617-673-1171
	DESIGNER: MacRitchie Engineering	Jeff Petzold	781-848-4464
	GC: Contractors Network, Inc.	Michael O'Connell	508-336-2825
Sprinkler & F/A – RIC Barnard School	OWNER: Rhode Island College	John Vickers	401-456-8525
	DESIGNER:		
	GC: Contractors Network, Inc.	Michael O'Connell	508-336-2825
Renovations to Johnston High School	OWNER: Johnston School Department	Melissa Devine	401-233-1900
	DESIGNER: Castellucci & Gali	Jim Castellucci	401-353-0607
	GC: Contractors Network, Inc.	Michael O'Connell	508-336-2825
Modular Storage Bldg.	OWNER: Dept. of Conservation & Recreation	Rick Nikitas	508-792-7715
	DESIGNER:		
	GC: Contractors Network, Inc.	Michael O'Connell	508-336-2825
Solid Waste Support Building	OWNER: Town of Barnstable	John Juros	508-790-6324
	DESIGNER:		
	GC: Contractors Network, Inc.	Michael O'Connell	508-336-2825
Fire Code Upgrades - URI Burnside Hall	OWNER: University of Rhode Island	Peter Scalora	401-230-4401
	DESIGNER: Hughs Associates	Tim LaRose	401-736-8992
	GC: Contractors Network, Inc.	Michael O'Connell	508-336-2825

PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE BUILDING AND NON-BUILDING CONSTRUCTION PROJECTS YOUR FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

1	2	3	4	5	6	7	8	9
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPLETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6)	NO. OF YEARS REMAINING (see note below)	ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 ÷ col. 8) (divided by)
F/A, Sprinkler, Fire Pump MA State Hospital	General	6/1/09 - 2/15/10	Yes	\$569,780	7%	\$39,885	1	\$39,885
New Maintenance Facility Hudson, MA	General	9/1/09 - 2/15/10	Yes	\$253,000	5%	12650	1	12650
Renov to Goss Bldg.-2 nd Taunton State Hospital	General	10/1/09 - 3/31/10	Yes	\$774,000	10%	\$77400	1	\$77400
Camp Edwards Bldg. 5242 Bourne, MA	General	12/1/09 - 3/31/10	Yes	\$1,383,000	20%	\$276600	1	\$276600
Camp Edwards Bldg. 5243 Bourne, MA	General	12/1/09 - 3/31/10	Yes	\$1,484,000	20%	\$296800	1	\$296800
Camp Edwards Bldg. 5244 Bourne, MA	General	12/1/09 - 3/31/10	Yes	\$1,489,000	20%	\$297800	1	\$297800

ANNUALIZED VALUE OF ALL INCOMPLETE CONTRACT WORK (Total of Column 9)

\$ 1,001,135.00

- Column 8**
- If less than one year is left in the project schedule, write 1.
 - If more than 12 months are left in the project schedule, divide the number of months left

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)

Employer ID No. (EIN)

[SSN Box]

[EIN Box]

NAME CONTRACTORS NETWORK INC.

ADDRESS 190 MAIN ST AVENUE

(REMITTANCE ADDRESS, IF DIFFERENT) _____

CITY, STATE AND ZIP CODE SPRINGFIELD MA 01101

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 either because: (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.
- (3) As it relates to the "E-Verify" program, I/We certify that I/We have registered to utilize the e-verify program (www.dhs.gov/E-Verify) to ensure compliance with federal and state law. I understand and agree that I am required to continue to utilize the services of the E-Verify program for as long as I continue to do business with the State of Rhode Island. I further understand that my failure to continue to utilize the services of the E-Verify program will adversely affect my ability to continue to do business with the State of Rhode Island and my ability to do business with the State of Rhode Island in the future.

Certification Instructions – You must cross out item (2) above if you have been notified by 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 [Signature] TITLE President DATE 2/9/11 TEL NO. 28-336-285

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: Supplier Coordinator, One Capitol Hill, Providence, RI 02908

Construction
Managers
General
Contractors

contractors
n e t w o r k

February 8, 2011 *Fully insured
and licensed*



Division of Purchases

State of Rhode Island

One Capitol Hill

Providence, RI 02908

Bid# 7448114A6 – Stedman Building Renovations and Fire Protection Project

LETTER OF INTEREST

Gentlemen,

Please accept this letter of interest from my firm for the referenced project. In my opinion CNI has extensive experience in this type project and similar tight schedules.

Our firm has been in existence for 11 years, we concentrate on City, State and Federal Projects. The majority of our work is prevailing wage work. I am the founder, 1981 Graduate of Civil and Environment Engineering from University of Rhode Island, I have 30 years of construction experience.

Our firm has had extensive experience in similar projects involving building renovations and fire code upgrade projects:

Fire Code Upgrades – Burnside Hall – URI \$ 650,000

DPW Fire Alarm and Sprinkler – Town of Ashland, MA - \$250,000

Sprinkler and Fire Alarm Bernard School at Rhode island College - \$ 575,000

Fire Code Upgrades – Adams Hall – URI \$ 535,000.

Fire Code Upgrades – Fayerweathr & Gorham Halls – URI \$ 2,950,000.

Fire Alarm, Sprinkler and Fire Pump, MA State Hospital, Canton, MA \$ 515,000.



Renovations:

Buildings 5242, 5243 and 5244 complete renovations to 3 buildings – MA State Quartermaster

\$ 4,600,000.

This just a small listing, we can provide more projects if required.

Each every project for the University of Rhode Island was done during the summer vacation and each and every time the Dorm opened on time.

We appreciate the opportunity to submit this proposal and if you have any questions please contact me directly.

Sincerely,

A handwritten signature in blue ink, appearing to be 'M O'Connell', written in a cursive style.

Michael O'Connell

President