State of Rhode Island and Providence Plantations Contract Offer

RIVIP GENERATED BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number:	7448230A5
Bid/RFP Title:	ARRA - CHAFEE HALL FIRE PROTECTION UPGRADES - URI - ADDENDUM 5 (13 PGS)
Opening Date & Time:	3/17/2011 1:45 PM
RIVIP Vendor ID #:	34013
Vendor Name:	Iron Construction Group, LLC
Address:	875 Centerville Rd Building 4 Unit 11 Warwick, RI 02886 USA
Telephone:	(401) 490-3144
Fax:	(401) 490-3145
E-Mail:	caf@icgri.com
Contact Person:	Steven DePasquale
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. See Question #11 below for further instructions regarding RIDOT Highway and Bridge Construction projects.

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 contactors 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. 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 Dollars($1,000,000), inclusive of all proposed alternates, must 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 Dollars ($1,000,000) which does not include a copy for public inspection shall be deemed to be non-responsive.**

RIDOT Highway and Bridge Public Works related projects utilizing Quest Lite program only – Effective immediately, submission to the Division of Purchases of a duplicate original of a vendor's Quest Lite compatible electronic copy on a readable compact disk shall satisfy the statutory "public copy" requirements. Quest Lite software is defined in the Division of Purchases' "Rules, Regulations and General Conditions of Purchases" §12.102.05 (Preparation of Proposal), as adopted on December 15, 201 and January 11, 2011.

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 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.

_____ **Date** 3/14/11

Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

_____

Print Name and Title of company official signing offer

DOCUMENT 00410 - BID FORM

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

Project: Chaffee Hall Fire Code Upgrades
University of Rhode Island, Kingston Campus

Submitted by: (include address, tel. & FAX nos., and license no. if applicable)

Iron Construction Group, LLC
875 Centerville Rd Bldg 4 Unit 11
Warwick, RI 02886
P. (401) 490-3144 F. (401) 490-3145
License # 26535

1. BID

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents prepared by Hughes Associates, Inc. (Prime) with Brewster Thornton Group Architects LLP for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

three million forty-nine thousand ($ 3,049,000.)
(written, and numerically)

- We have included the specified contingency allowances from Section 01200 in Division 1 of the Specifications in the above Bid sum as follows:

Contingency Allowance,	$250,000
Signage Allowance	10,000
Equipment Relocation/Storage	20,000
Total Allowances	$280,000

- We have included the required Bid security as required by the Invitation to Bid in the above Bid Sum. We have included 100% Payment and Performance Bonds in the above Bid Sum.
- We have included the original Bid and an additional **"public copy"** as required by Document 00200 – Instructions to Bidders.
- We understand that this project contains funding through the American Recovery and Reinvestments Act of 2009 and agree to comply with all applicable terms and conditions as outlined in Document 00710 – Supplemental General Conditions – ARRA. We agree to provide the documentation in accordance with URI's requests.

2. ALTERNATES

Our proposals to modify the above Bid as identified by numbered Alternatives specified in Section 01200 in Division 1 of the Specifications are as follows:

Alternate #1 – Lobby Finishes Add one hundred thirty-nine thousand ($ 139,000)

Alternate #2 – Front Projection (including required $5,000 contingency allowance)

Add sixty-seven thousand ($ 67,000)

Alternate #3 – Lecture Hall Finishes five hundred ninety-six thousand
Add ($596,000)

Alternate #4 – Sound Attenuator
Add eleven thousand ($ 11,000)

Alternate #5 – Sound Line Main Trunk Ducts
Add sixteen thousand ($ 16,000)

3. BREAK OUT PRICES

For the purposes of proper capitalization of building costs, please provide a break-out of the bid cost for the following work items, all of which are included in the Base Bid:

First Floor Low-Rise demolition as described on Sheets D1.1B, E1.1B, M1.1B, M1.2B, P1.0B, and P1.1B - three hundred forty-one thousand ($ 341,000)

Sprinkler and Alarm Systems in low-rise first floor area - one hundred twenty-five thousand ($ 125,000)

Lecture Hall Acoustic Separation Wall Extensions – twenty-five thousand ($ 25,000) for 85 LF of wall.

4. ACCEPTANCE

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

- Execute the Agreement subject to compliance with required State regulatory agency approvals as described in Document 00200 Instructions to Bidders.
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.
- Commence work within seven days after receipt of a Purchase Order from URI Purchasing.

If this bid is accepted within the time stated, and we fail to commence the Work, or we fail to provide the required Bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

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.

5. CONTRACT TIME

If this Bid is accepted, we will achieve Substantial Completion of the Work for the Lecture Halls, Lobby, and Access to the Lecture Halls and 1st Floor low-rise east of main corridor wall by September 2, 2011, and Substantial Completion of the Work in the High Rise and 2nd floor low-rise by October 7, 2011. All punchlist and work to achieve Final Completion after these dates

will be accomplished on 3rd shift. We have included all premium time or additional staffing required to accommodate this schedule.

Liquidated Damages, Time is of the Essence:
If we fail to achieve certification of Substantial Completion at the expiration of the agreed upon Contract Time indicated above, we acknowledge that we will be assessed Liquidated Damages for each calendar day the project continues to be in default of Substantial Completion, as follows:

$ 1,000.00 per calendar day.

6. REQUIREMENT FOR LICENSE NUMBER

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for the work to be performed by this firm as prime contractor is:

LICENSE NUMBER: 26535.

7. 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 2/16/11.

Addendum No. 2, dated 2/17/11.

Addendum No. 3, dated 2/18/11.

Addendum No. 4, dated 3/3/11.

Addendum No. 5, dated 3/11/11.

8. BID FORM SIGNATURE(S)

Iron Construction Group, LLC
(Bidder's name)

By: Steven DePasquale

Title: President

Corporate Seal:

END OF DOCUMENT

DOCUMENT 00450 - BIDDER'S QUALIFICATION FORM

This Bidder's Qualification Form is included as an integral part of the Bid documents, for use in evaluating the qualifications of Contractors.

Failure of the announced low numerical bidder to respond with relevant information to the stated requirements of this Document 00450 may disqualify that bidder from further consideration as a bidder on this Project.

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 Rhode Island, Department of Administration, Division of Purchases

ADDRESS: One Capitol Hill, Providence, RI 02908

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

x Corporation

___ Partnership

___ Individual

___ Joint Venture

___ Other

NAME OF PROJECT:

TYPE OF WORK (file separate form for each classification of work)

x General Construction

___ HVAC

___ Plumbing

___ Electrical

___ Other(please specify)

1. ORGANIZATION

How many years has your organization been in business as a Contractor? 6
How many years has your organization been in business under its present name? 6

Under what other or former names has your organization operated?

None

If your organization is a corporation, answer the following:

Date of incorporation: 4/26/05
State of incorporation: Rhode Island
President's name: Steven DePasquale
Vice-president's name(s):

Secretary's name:
Treasurer's name:

If your organization is a partnership, answer the following:

Date of organization:
Type of partnership(if applicable):
Name(s) of general partners:

If your organization is individually owned, answer the following:

Date of organization:
Name of owner:

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

2. LICENSING

List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable: State of RI # 26535
General Construction
List jurisdictions in which your organization's partnership or trade name is filed.

State of RI

3. EXPERIENCE

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

Project Scheduling, Misc. Carpentry

Claims and suits. (If the answer to any of the questions below is YES, please attach details)

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

No

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

No

Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last 5 years?

No

Within the last 5 years, has any officer or principal or 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).

No

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.
See attached

State total worth of work in progress and under contract.
2 Million

On a separate sheet, list the major projects your organization has completed in the past 5 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.
See attached

State average annual amount of construction work performed during the past 5 years.
2-5 Million

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

4. REFERENCES

Trade References: See attached

Bank References: Bank RI 1062 Centerville Rd Warwick, RI 02886

Surety:

Name of bonding company: North American Speciality Insurance Co.

Name and address of agent: Mastors & Servant
5700 Post Rd
East Greenwich, RI

5. FINANCING

Financial Statement FINANCIAL STATEMENTS WILL BE PROVIDED UPON REQUEST

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

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).

Name and address of firm preparing attached financial statement, and date thereof:
Restivo Monacelli, LLP
36 Exchange Terrece
Providence, RI 02903
Is the attached financial statement for the indentical organization named on Page 1?

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

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

6. SIGNATURE

6.1 Dated at this 8th day of March, 2011

Name of Organization: Iron Construction Group, LLC

By: Steven DePasquale

Title: President

6.2

Steven DePasquale,

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 8th day of March, 2011

Notary Public: Corrinne Foley

My Commission Expires: 12/13/11

CORRINNE FOLEY
MY COMMISSION EXPIRES
NOTARY
PUBLIC
12-13-2011
STATE OF RHODE ISLAND

END OF DOCUMENT

Projects In Progress

RIC STEM Phase II	
Owner	State of Rhode Island
Architect	Robinson Green Beretta Corporation
Contract Amount	$4,498,965.99
Percent Complete	92%
Scheduled Completion Date	Mar-11
Owner's Representative	Ed Brady (401) 456-8535
Architect's Representative	Cynthia Gerlach (401) 272-1730

Rhode Island Fire Training Academy	
Owner	State of Rhode Island
Architect	Robinson Green Beretta Corporation
Contract Amount	$5,126,628.33
Percent Complete	83%
Scheduled Completion Date	Mar-11
Owner's Representative	Arn Lisnoff (401) 294-0861
Architect's Representative	Ray Garvey (401) 272-1730

Projects Completed

Donovan Dining Hall- RIC Providence, RI

Contract Amount	$1,633,500.00
Owner	State of Rhode Island
Architect	Robinson Green Beretta Corporation
Completion Date	08/30/10
Percent of Cost of Work Performed by own Forces	10%
Owner's Representitive	Ed Brady (401) 456-8535
Architect's Representitive	Andrew Barkley (401) 272-1730

Johnston Fire Station # 4- Johnston, RI

Contract Amount	$2,270,895.00
Owner	Town of Johnston
Architect	Thomas Lonardo & Associates
Completion Date	08/30/10
Percent of Cost of Work Performed by own Forces	10%
Owner's Representitive	Chief Andrew Chief Baynes (401) 351-1600
Architect's Representitive	Eric Ahlborg (401) 681-4949

North Kingstown Police & Fire Headquarters

Contract Amount	$3,638,345.03
Owner	Town of North Kingstown
Architect	Edward Rowse Architects
Completion Date	03/26/10
Percent of Cost of Work Performed by own Forces	10%
Owner's Representitive	Phil Bergeron (401) 268-1500
Architect's Representitive	Jim Partridge (401) 331-9200

Swift Community Center , East Greenwich, RI

Contract Amount	$1,792,695.96
Owner	Town of East Greenwich
Architect	ai Designs
Completion Date	03/11/10
Percent of Cost of Work Performed by own Forces	10%
Owner's Representitive	Dana Newbrook (401)726-5990
Architect's Representitive	Heather Giampietro (401) 726-5990

RIC- Building 3, Providence, RI

Contract Amount	$2,810,345.58
Owner	State of Rhode Island
Architect	Vision 3 Architects
Completion Date	05/09/09
Percent of Cost of Work Performed by own Forces	10%
Owner's Representitive	Frank Montanaro (401) 456-8537
Architect's Representitive	Joe Calderia (401) 461-7771

George West Restroom Building & Community Police Station Parks

Owner	City of Providence Parks Department
Architect	Derek Bradford Associates
Contact Point	Robert McMahon, Parks Department
Contract Amount	$239,000.00
Completed	2007
Percent of Work Completed by Own Forces	10%

Trade References

Company	Address	Phone	Fax
Cumplido Painting & Renovations Bill Cumplido	21 Bullock Street Pawtucket, RI	401-475-3009	401-475-4942
National Refrigeration Jack King	3600 West Shore Rd Warwick, RI 02886	401-737-2000	401- 737-2004
Westbay Welding Andy Quinn	19 Locust Avenue Warwick, RI 02886	401-737-2357	401-737-2357

Donald Pedro, Project Supervisor
Iron Construction Group, LLC

100 Centerville Road
Warwick, Rhode Island 02886
Phone: 401-490-3144 Fax: 401-490-3145
Cell: 401-527-8520 e-mail: don-icgri@cox.net

Construction Project Duties and Skills Include:

Full time on site supervision. Responsibilities include maintaining a harmonious working environment with all subcontractors, coordination of trades, maintaining project schedule, daily documentation of field reporting and safety reporting. Initiates subcontractor meetings, safety and tool box meetings. Communicates daily with project manger. Use of Expedition, Microsoft Word, Microsoft Excel, Outlook Express, and ACT. Maintains administration procedures of on site field office. Reviews submittals and assures compliance. Updates as built drawings.

Possesses State of Rhode Island fork lift License 21 years experience. Completed OSHA 10 hour safety course 1998 & again in 2004. Possesses laser operator license.

Project Supervision Experience:

Recently completed Rhode Island College Stem II Project.
Supervised and successfully completed the Browning, Adams, Bressler, and Butterfield Halls Dormitory Projects at the Freshman Village at the University of Rhode Island. Challenging schedules were met and no displacement of students was required. This Team received the Thomas Gilbane Award of excellence for their work. (Total value $17,000,000)

Other Projects Supervised by Don Pedro:
Ella Risk School Central Falls RI New Construction (Value $4,000,000)
Barrington Safety Complex Barrington RI New Construction (Value $5,000,000)
Cranston West High School Additions and Renovations (Value $8,000,000)
Cranston Youth Center Design Build (Value $3,000,000)
Ella Risk School Central Falls RI New Construction (Value $4,000,000)
Ft. Adams State Park Improvement for X-Games (Value $1,000,000)

PHILIP E. RAGAN

IRON CONSTRUCTION GROUP, LLC

PROFESSIONAL SUMMARY

A professional with extensive experience in project master planning, facility management, all phases of construction and construction management, and project management. Established track record of effective planning and implementation.

SKILLS

- Proven expertise in complete management of methods and practices of facility programming, master planning, property development, and facility repair, maintenance and operations - from pre-planning to post-move in.
- Exceptionally capable in representing and building consensus with management through effective communication; a team player with decisive drive.
- Demonstrated technical expertise in all design and construction processes including feasibility review, RFP development, vendor selection processes, design development, bscope analysis and review as well as estimating and buyout, requisition analysis, and project closeout.
- Proficient in Timberline, MS Project, MS Word, MS Excel, Lotus 123; experienced in Primavera; Certified in AutoCAD REL.12, AME & Designer; well-traveled and highly adaptable.
- Diversely experienced; retail, commercial, industrial, institutional, corporate, private.

PROJECTS

Hasbro Corporate World Headquarters - Pawtucket, RI - renov. & rehab	60.0MM
Hasbro Narragansett Park Admin. Bldng - E Prov., RI - new const.	15.0MM
Hasbro Broad Street Manufacturing - Central Falls, RI - renov. & rehab	3.5MM
Hasbro 1011 Newport Ave. - E. Providence, RI - renov.	7.0MM
Playskool Manufacturing - Lancaster, PA - renov.	2.6MM
Hasbro Manufacturing - El Paso, TX - renov.	2.9MM
Esprit Retail Rollout - national combined - tenant fitup	2.5MM
Temecula Commons - Temecula, CA - new const.	30.0MM
Royal Palms - Royal Palm, FL - new const.	16.0MM
Eagle Square - Providence, RI - new, historic rehab, renov	12.0MM
Kmart - Cranston, RI - new const.	10.0MM
Riverfront Lofts - Pawtucket, RI	13.0MM
David Burke Prime Steakhouse - Foxwoods Casino - new const.	10.0MM

IRON CONSTRUCTION GROUP, LLC P: 401.490.3144
100 Centerville Road, Suite 1, Warwick, RI 02886 F: 401.490.3145

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

IRON CONSTRUCTION GROUP, LLC
875 CENTERVILLE ROAD WARWICK, RI 02831
(Here insert full name ,and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
650 ELM STREET MANCHESTER, NH 03101

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 **Chafee Fire Code Upgrades**
(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 **8th** day of **March, 2011.**

IRON CONSTRUCTION GROUP, LLC

(Principal) (Seal)

President
(Witness) (Title)

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

(Surety) (Seal)

(Witness) (Title)

Shelly L. Andrade, ATTORNEY-IN-FACT

AIA DOCUMENT A310 BID BOND AIA ® FEBRUARY 1970 ED THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W. WASHINGTON, D.C. 20006
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NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

WILLIAM F. HERTEL, JOSEPH A. SERVANT,
JAMES L. MASTORS and SHELLY L. ANDRADE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWENTY-FIVE MILLION ($25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By _____
David M. Layman, Senior Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 31st day of August, 2010.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 31st day of August, 2010, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

"OFFICIAL SEAL"
DONNA D. SKLENS
Notary Public, State of Illinois
My Commission Expires 10/06/2011

Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8th day of March, 2011.

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company