

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

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number: 7461303A1
Bid/RFP Title: PASTORE CENTER PARKING IMPROVEMENTS - ADDENDUM 1 (12 PGS)

Opening Date & Time: 4/1/2013 1:30 PM

RIVIP Vendor ID #: 39382
Vendor Name: American Site Corporation
Address: 132 Shun Pike
Johnston, RI 02919
USA

Telephone: (401) 944-8817
Fax: (401) 647-1591
E-Mail: anthony@adifazioconstruction.necoxmail.com
Contact Person: Anthony DiFazio
Title: President
R.I. Foreign Corp #:

REVISED NOTICE TO VENDORS

Effective January 1, 2013 all *public works project* related bids or proposals exceeding **FIVE HUNDRED THOUSAND (\$500,000) DOLLARS** are required to include a "public copy". All agency contract solicitations, invitations for bids, etc. shall state that any bid or proposal that exceeds **FIVE HUNDRED THOUSAND (\$500,000) DOLLARS** must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of **FIVE HUNDRED THOUSAND (\$500,000) DOLLARS** which does not include a copy for public inspection shall be deemed to be non-responsive. Additionally, proposals submitted for a Master Price Agreement, when the total amount potentially may exceed **FIVE HUNDRED THOUSAND (\$500,000) DOLLARS** and the solicitation expressly requires any or all vendors to submit a public copy, must include a copy to be available for public inspection. For further information, please see R. I. Gen. Laws §37-2-18(j) and State of Rhode Island Procurement Regulations at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>. Please see Question #11 below for further instructions regarding RIDOT Highway and Bridge construction projects.

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 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) and the 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. 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 (a) 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.

2.4.2(b) In addition to executing this certification, the general contractor shall be responsible for requiring that all subcontractors on the awarded project certify their compliance with R.I. Gen. Laws §37-13-3.1 prior to allowing the subcontractor to commence work on the awarded project. The general contractor shall be responsible for submitting the subcontractors compliance certification to the Division of Purchases after the contracts are finalized between the contractor and subcontractor.

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 36 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. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.
- N 2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.
- N 3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.
- Y 4. 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 5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", 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 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island 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 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 REVISED REQUIREMENT* - IMPORTANT!!!** I/we hereby acknowledge that I/we understand that **EFFECTIVE JANUARY 1, 2013** all *public works project* related bids or proposals exceeding **FIVE HUNDRED THOUSAND (\$500,000) DOLLARS**, inclusive of all proposed alternates, must include a "public copy" as required by R.I. Gen. Laws § 37-2-18(j) and the State Procurement Regulations. It is further understood that any bid or proposal in excess of **FIVE HUNDRED THOUSAND (\$500,000) DOLLARS** 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 "State Procurement Regulations" §12.102.05 (Preparation of Proposal).

For further information, please see R.I. Gen. Laws § 37-2-18(j) and specific instructions at www.purchasing.ri.gov.

Y 12. I/we certify that the above vendor information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-3 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #4-12 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.



Date April 1, 2013

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

Anthony Difazio, President Print
Name and Title of company official signing offer

AIA[®] Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

American Site Corp.
132 Shun Pike
Johnston, RI 02919

OWNER:

(Name, legal status and address)

State of Rhode Island
Department of Administration
One Capitol Hill, Providence, RI 02908

BOND AMOUNT: \$

Five Percent of Bid Amount (5% of Bid)

SURETY:

(Name, legal status and principal place of business)

Incorporation in New Hampshire
North American Specialty
Insurance Company
475 N. Martingale Road,
Suite 850
Schaumburg, IL 60173

PROJECT:

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

Pastore Center Parking Improvements
Pastore Government Center, Cranston, RI

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.

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

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

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

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

Init.

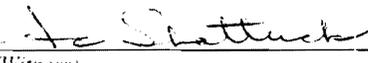
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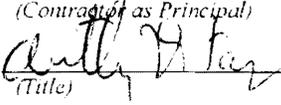
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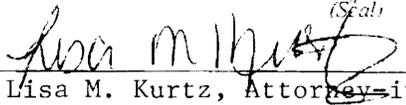
1919494964

Signed and sealed this ^{1st} day of April, 2013.


(Witness)


(Witness)

American Site Corp.
(Contractor as Principal) (Seal)
 President
(Title)

North American Specialty Insurance Company
(Surety) (Seal)

(Title) Lisa M. Kurtz, ~~Attorney-in-Fact~~

Init.

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:

MICHAEL F. METAYER, LISA M. KURTZ and ANNE SHATTUCK

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:

FIFTY MILLION (\$50,000,000.00) 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 9th of May, 2012:

"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."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



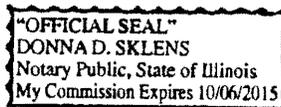
By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

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 26th day of June, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 26th day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, 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.



[Signature] Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, 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 1st day of April, 2013.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

SECTION 000410 - BID FORM

Date: April 1, 2013

RFQ #7461303To: The Department of Administration, Division of Purchases
One Capitol Hill, Providence, RI 02908Project: Pastore Center Parking Improvements
Pastore Government Center
Cranston, RI

Submitted by: American Site Corporation Phone (401) 647-4400

132 Shun PikeFax (401) 647-1591Johnston, RI 02919e-mail: Anthony@adifazioconstruction.necoxmail.com

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

The method of measurement and unit price for all items shall be as noted in the Project Manual Section 000410 Bid Form. The unit price or lump sum price for all items shall constitute full compensation for complete in place acceptance, including labor, tools, materials, equipment, and all incidentals and items of work necessary to complete the work in a manner suitable for final acceptance by the owner. The Basis of Payment noted in the Project Manual Division 2 Site Construction and the Supplemental Standards and Specifications are not 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 Crossman Engineering dated January 2013. 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:

\$ [][] , [8][9][0] , [0][0][0] . [0][0]

Numeric

Eight Hundred Ninety Thousand Dollars and Zero Cents

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. The following amount (Collective Sum Total) in Bid, for inclusion, in the Base Bid:

- 2.1 Traffic Police Protection: \$10,000.00
2.2 Trench Rock Excavation: \$10,000.00
2.3 Gravel Backfill and Placement to replace Unsuitable Trench Excavation: \$5,000.00

Should actual value be more or less than identified, the contract value will be adjusted by change orders and the Unit Prices listed on the Bid Form to reflect the amount of differences.

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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 3/18/13 Addendum No. 2, dated
Addendum No. 3, dated Addendum No. 4, dated

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.

ADD ALTERNATES...

ADDITIVE ALTERNATE 1

Adolf Meyer-West Parking Area Lump Sum Price

\$

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0	0	0
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0	0
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Numeric

Ninety-one Thousand Dollars and Zero Cents

Written

ADDITIVE ALTERNATE 2

Howard Avenue Granite Curb Installation Lump Sum Price

\$

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2	0	2
---	---	---

 ,

0	0	0
---	---	---

 .

0	0
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Numeric

Two Hundred Two Thousand Dollars and Zero Cents

Written

ADDITIVE ALTERNATE 3**Project-Wide Sidewalk Overlay Lump Sum Price**

\$

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	6	8
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 ,

0	0	0
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 .

0	0
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Numeric

Sixty-eight Thousand Dollars and Zero Cents

Written

ADDITIVE ALTERNATE 4**Project-Wide Sidewalk Replacement Lump Sum Price**

\$

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	8	8
--	---	---

 ,

0	0	0
---	---	---

 .

0	0
---	---

Numeric

Eighty-eight Thousand Dollars and Zero Cents

DEDUCTIVE ALTERNATE

No Deductive Alternatives are included in the project.

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.

SECTION 000410 BID FORM

**Pastore Center Parking Improvements
RFQ #7461301**

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								
Item 1	Project Mobilization, Per Each	\$	5	,	0	0	0	.	0	0
Item 2	Project Demobilization, Per Each	\$	5	,	0	0	0	.	0	0
Item 3	Earth Excavation, Per Cubic Yard	\$,	2	0	0	.	0	0
Item 4	Rock Excavation, Per Cubic Yard	\$,	3	0	0	.	0	0
Item 5	Trench Rock Excavation, Per Cubic Yard	\$,	3	5	0	.	0	0
Item 6	Remove and Dispose Bituminous Pavement, Per Square Yard	\$,	1	2	0	.	0	0
Item 7	Cold Plane Bituminous Pavement, 1.5 Inch Depth, Per Square Yard	\$,	2	0	0	.	0	0
Item 8	Bituminous Pavement Sawcut, Per Linear Foot	\$,		2	0	.	0	0
Item 9	Trimming and Fine Grading, Per Square Yard	\$,		5	0	.	0	0
Item 10	Gravel Borrow, Per Cubic Yard	\$,	3	7	0	.	0	0
Item 11	Silt Fence or Filter Sock, Per Linear Foot	\$,		6	5	.	0	0
Item 12	Tree Protection Device, RI Standard 51.1.0, Per Each	\$,	3	0	0	.	0	0
Item 13	Remove and Dispose Tree and Stump, All Sizes, Per Each	\$	1	,	5	0	0	.	0	0
Item 14	Remove and Dispose Stump, All Sizes, Per Each	\$,	5	0	0	.	0	0
Item 15	Remove and Reset Sign, Including New Post and Installation, Per Each	\$,	5	0	0	.	0	0
Item 16	Gravel Base and Sub-Base Course, Per Cubic Yard	\$,	3	7	0	.	0	0
Item 17	Hot Mix Asphalt Class 9.5 (1.5 inch), Per Ton	\$,	1	5	5	.	0	0
Item 18	Hot Mix Asphalt Class 12.5 (2-inch), Per Ton	\$,	1	7	5	.	0	0
Item 19	Cleaning and Sweeping Pavements, Per Square Yard	\$,		3	0	.	0	0
Item 20	Asphalt Emulsion Tack Coat, Per Square Yard	\$,		1	0	.	0	0
Item 21	Asphalt Overlay Geotextile Fabric, Per Square Yard	\$,		2	7	5		
Item 22	Cleaning and Sealing Cracks in Bituminous Pavements, Per Linear Foot	\$,		1	0	.	0	0
Item 23	Seal Coating of Bituminous Pavements, Per Square Yard	\$,		2	0	.	0	0
Item 24	Bituminous Berm, RI Standard 7.5.1, Per Linear Foot	\$,		3	0	.	0	0
Item 25	Cement Concrete Sidewalk, RI Standard 43.1.0, Per Cubic Yard	\$,	3	0	0	.	0	0
Item 26	Bituminous Concrete Sidewalk, RI Standard 43.2.0, Per Ton	\$,	2	0	0	.	0	0

no asphalt

SECTION 000410 BID FORM

Pastore Center Parking Improvements

RFQ #7461301

DESCRIPTION OF SERVICES		CONTRACTORS UNIT COST								
Item 27	Wheelchair Ramp, RI Standard 43.3.0, Per Each	\$	1	,	5	0	0	.	0	0
Item 28	Wheelchair Ramp Limited Area, RI Standard 43.3.1, Per Each	\$	1	,	5	0	0	.	0	0
Item 29	Precast Concrete Curb, RI Standard 7.1.0, Per Linear Foot	\$,		2	5	.	0	0
Item 30	Precast Concrete Transition Curb, RI Standard 7.1.2, Per Each	\$,	4	0	0	.	0	0
Item 31	Precast Concrete Car Stops, RI Standard 7.2.4, Per Each	\$,	1	0	0	.	0	0
Item 32	8-Inch HDPE Pipe, Per Linear Foot	\$,		4	8	.	0	0
Item 33	12-Inch HDPE Pipe, Per Linear Foot	\$,		5	3	.	0	0
Item 34	18-Inch HDPE Pipe, Per Linear Foot	\$,		6	0	.	0	0
Item 35	Precast Concrete Catch Basin, RI Standard 4.2.0, Per Each	\$	3	,	0	0	0	.	0	0
Item 36	Round Catch Basin Grate, RI Standard 4.8.0, Per Each	\$,	5	5	0	.	0	0
Item 37	Grass Swale, RI Standard 8.1.0, Per Linear Foot	\$,		1	0	.	0	0
Item 38	Riprap R-3 and Bedding, Per Square Yard	\$,		4	0	.	0	0
Item 39	Enter Catch Basin or Manhole, Per Each	\$,	5	5	0	.	0	0
Item 40	Adjust Catch Basin or Manhole to Grade, Per Each	\$,	3	0	0	.	0	0
Item 41	Adjust Curb Box and Gate (All Types) to Grade, Per Each	\$,	1	5	0	.	0	0
Item 42	4-Inch Depth Loam and Seed, Per Square Yard	\$,			9	.	0	0
Item 43	RIDOT Type 2 Residential Seeding, Per Square Yard	\$,			2	.	7	5
Item 44	Signs, Sign Post and Installation, Per Square Foot	\$,	1	8	0	.	0	0
Item 45	Temporary Protection Traffic Signs, Per Each	\$,	3	0	0	.	0	0
Item 46	4-Inch Epoxy Resin Pavement Markings, White, Per Linear Foot	\$,			1	.	2	5
Item 47	4-Inch Epoxy Resin Pavement Markings, Yellow, Per Linear Foot	\$,			1	.	2	5
Item 48	8-Inch Epoxy Resin Pavement Markings, White, Per Linear Foot	\$,			2	.	5	0
Item 49	12-Inch Epoxy Resin Pavement Markings, White, Per Linear Foot	\$,			2	.	5	0
Item 50	Pavement Markings and Arrows, Per Each	\$,	1	0	0	.	0	0
Item 51	Orange Snow Fencing, Per Linear Foot	\$,		1	2	.	0	0
Item 52	Restoration of Temporary Parking Areas on Existing Grassed Areas, including soil tilling, 4 inches of loam and seeding, per Square Yard	\$,		1	8	.	0	0
Item 53	Temporary Pavement, Per Square Yard	\$,		2	0	.	0	0
Item 54	Remove and Relocate Existing Dumpster, Per Each	\$,	1	0	0	.	0	0

BID FORM

Section 000410 - Page 6 of 11

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

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.
- Complete the Project in a manner suitable for acceptance by the owner prior to June 30, 2013.

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 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
 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 April 1, 2013 – April 22, 2013 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

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 June 30, 2013 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 010100 delineated as follows:

Start of Construction.....April 25, 2013

Date of Substantial Completion.....June 20, 2013

Substantial Completion represents the date that the contractor commences Punch List completion, and areas are utilized by Owner.

Date that Temporary Certificate of Occupancy Issued N/A

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 Contractor.

Date of Final Completion.....June 30, 2013

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 completed facilities as defined in the master schedule and Section entitled "Contract Time " in this Bid Form. It is the Owners intent to occupy the completed facilities as delineated in the project schedule 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 utilize completed facilities, 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 utilize parking, pedestrian and parking areas 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. These damages shall be based on the actual documented costs for those items defined above.

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 \$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.

American Site Corporation

(Bidder's name)
By: *Anthony D. H.*

Title 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 000410

SECTION 000480

PROPOSED SUBCONTRACTORS

The Bidder shall state the names of all the subcontractors that he/she proposes to use:

(If none, write "None")

1. Proposed Subcontractor: NONE determined at bid time.
Address: _____
Description of Work: _____

2. Proposed Subcontractor: _____
Address: _____
Description of Work: _____

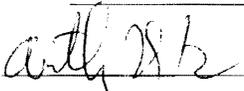
3. Proposed Subcontractor: _____
Address: _____
Description of Work: _____

(Attach Sheet of additional Subcontractors)

This is to certify that all names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed subcontractors have any conflict of interest with respect to this Contract.

BIDDER: American Site Corporation

BY: , President
(Signature and Title)

END OF SECTION

SECTION 000490

BID FORM SUPPLEMENTS

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Documents Includes:
 - 1. Contractor's Qualification Statement
 - 2. Bid Bond
 - 3. Performance Bond
- B. Related Documents:
 - 1. Section 00700, General Conditions
 - 2. Section 00800, Supplementary Conditions

1.03 BID FORM SUPPLEMENTS

- A. AIA Document A305-1986 Contractor's Qualification Statement is included, following this page, as an integral part of the Bid documents. Provisions which are not so amended or supplemented remain in full force and effect. The Bidder hereby acknowledges that it has reviewed AIA Document A305 and hereby accepts that completed form to be included with bid.
- B. AIA Document A310-2010 Bid Bond is included, following this page, as an integral part of the Bid documents. Provisions which are not so amended or supplemented remain in full force and effect. The Bidder hereby acknowledges that it has reviewed AIA Document A310 and hereby accepts that completed form to be included with bid.
- C. AIA Document A312-2010 Performance Bond is included, following this page, as an integral part of the Bid Documents. Provisions which are not so amended or supplemented remain in full force and effect. The Bidder hereby acknowledges that it has reviewed AIA Document A312 and hereby accepts that completed form to be included with bid.



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: Rhode Island Department of Administration Division of Capital Projects and Property Management

ADDRESS: One Capitol Hill Providence, RI 02908

SUBMITTED BY: American Site Corporation

NAME: Anthony Difazio

ADDRESS: 132 Shun Pike, Johnston, RI 02919

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT: (if applicable) Pastore Center Parking Improvements

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

- General Construction
- HVAC
- Electrical
- Plumbing
- Other: (Specify)

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 7

§ 1.2 How many years has your organization been in business under its present business name? 7

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

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

§ 1.3.1 Date of incorporation: April 1, 2006

§ 1.3.2 State of incorporation: Rhode Island

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.

§ 1.3.3 President's name: Anthony Difazio
§ 1.3.4 Vice-president's name(s) Anthony Difazio

§ 1.3.5 Secretary's name: Anthony Difazio
§ 1.3.6 Treasurer's name: Anthony Difazio

§ 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 Contractors' Registration & Licensing Board #32898

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

Rhode Island

§ 3 EXPERIENCE

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

Installation of utilities, drainage and paving

§ 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 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.) NO

§ 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.

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

§ 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.

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

\$5,000,000.00

§ 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: Durastone, Inc. Robert or Joann (401) 723-7100
150 Higginson Road
Lincoln, RI 02865

§ 4.2 Bank References: Bank of America Melissa DeBarros (401) 462-4216
260 Atwood Avenue
Cranston, RI 02920

§ 4.3 Surety:

§ 4.3.1 Name of bonding company: North American Specialty Insurance Company

§ 4.3.2 Name and address of agent: Metayer Bonding Associates
200 Fisher Avenue
Avon, CT 06001

§ 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 be furnished upon award.

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?

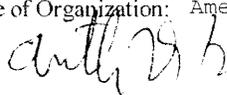
§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

§ 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 1st day of April, 2013

Name of Organization: American Site Corporation

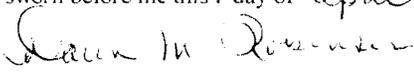
By: 

Title: 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 1st day of April, 2013

Notary Public: 

My Commission Expires: 1-28-17

SECTION 000499

BID SECURITY FORM

AIA Document A310-2010 Bid Bond is included, following this page, as an integral part of the Bid Documents, for use in fulfilling Bid Security requirements.

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) AMERICAN SITE CORPORATION	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classifier (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 132 Shun Pike	Requester's name and address (optional)
City, state, and ZIP code Johnston, RI 02919	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
2	0	-	4	5	9	4	4	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) 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 (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

AMERICAN SITE CORPORATION

132 Shun Pike
Johnston, RI 02919
401-647-4400
401-647-1591

April 1, 2013

Some of our completed Projects.

1. Contract Name: Sidewalk Improvements - Sayles Ave
Agency/Owner: Town of Burrillville
Contact Person: Jeffrey McCormick
Contact Number: 401-640-8136
Prime or Sub: Prime
Architect/Engineer: Joe Casali Engineering, Inc.
Total Amount: \$475,000.00
100% completed with our own forces

2. Contract Name: Narrow River Stormwater Abatement Project
Agency/Owner: Town of Narragansett
Contact Person: John Lawless
Contact Number: 401-782-0637
Prime or Sub: Prime
Architect/Engineer: Fuss & O'Neill
Total Amount: \$1,500,000.00
100% completed with our own forces

3. Contract Name: High Hazard Intersection/Access to Pastore Center
RI Contract No. 2010-CT-041
Agency/Owner: RIDOT
Contact Person: Dan Socree
Contact Number: 401-265-5199
Prime or Sub: Subcontractor
Architect/Engineer: RIDOT
Total Amount: \$1,055,915.95
100% completed with our own forces

4. Contract Name: Improvements to Fruit Hill Ave Contract 1
RI Contract No. 2008-CH-042
Agency/Owner: RIDOT
Contact Person: Anthony Cotoia
Contact Number: 401-641-4890
Prime or Sub: Prime
Architect/Engineer: RIDOT/Green International Affiliates
Total Amount: \$596,347.00
100% completed with our own forces

AMERICAN SITE CORPORATION

132 Shun Pike
Johnston, RI 02919
401-647-4400
401-647-1591

April 1, 2013

Work on Hand

1. Contract Name: Compass Circle Extension & Roadway Infrastructure Improvements
Agency/Owner: Quonset Development Corp.
Architect/Engineer: DiPrete Engineering
Total Amount: \$1,189,991.00
Percent Complete: 75%
2. Contract Name: Statewide Drainage Improvements #2011-CH-110
Agency/Owner: RIDOT
Architect/Engineer: RIDOT
Total Amount: \$474,889.65
Percent Complete: 95%
3. Contract Name: Hurricane Sandy Repairs – Narragansett/Tiverton #2013-DF-053
Agency/Owner: RIDOT
Architect/Engineer: Commonwealth Engineering
Total Amount: \$1,363,000.00
Percent Complete: 2%

AMERICAN SITE CORPORATION

132 SHUN PIKE
JOHNSTON, RI 02919
TEL: 401-647-4400
FAX: 401-647-1591

Some of the supervisory personnel employed by American Site

Raymond F. Grandchamp III

Project Manager

- Bachelors Degree from the University of Rhode Island
- 19 years of construction experience.
- Experienced includes site work, utility and infrastructure installation and road work.

Sean Macleod

General Superintendent

- Over 20 years of construction experience
- Experienced includes site work, utility and infrastructure installation and road work.
- Various State and Municipal Projects.