

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

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number: 7457976A3
Bid/RFP Title: RE-ROOFING & EXTERIOR BUILDING-ENVELOPE REPAIRS-BENJAMIN RUSH & LOUIS PASTEUR BLDGS-ADD. 3 (17 PGS)
Opening Date & Time: 9/24/2012 1:45 PM
RIVIP Vendor ID #: 13839
Vendor Name: Capeway Roofing Systems, Inc.
Address: 664 Sanford Road
Westport, , MA 02790-4952
USA
Telephone: 508-674-0800
Fax: 508-678-2670
E-Mail:
Contact Person: Jose Calheta
Title: President
R.I. Foreign Corp #:

*****REVISED NOTICE TO VENDORS*****

Effective January 1, 2012 all public works projects related bids or proposals exceeding SEVEN HUNDRED FIFTY THOUSAND (\$750,000) 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 SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal that exceeds SEVEN HUNDRED FIFTY THOUSAND (\$750,000) 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 SEVEN HUNDRED FIFTY THOUSAND (\$750,000) 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 RI Gen Laws §37-2-18(j) and State of RI Procurement Regulations at <http://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 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. 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 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.

Revised: 12/20/2011

RIVIP Certification Form Page 2 of 3

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):

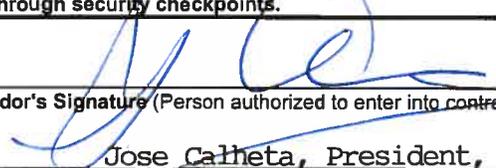
- Y 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).
- N 2. Has your firm (or any principal) been fined 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(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 5. I/we certify that the above vendor information is correct and complete.
- 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 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 REVISED REQUIREMENT-IMPORTANT!!!** I/we hereby acknowledge that I/we understand that effective January 1, 2012 all public works related project bids or proposals exceeding SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars, inclusive of all proposed alternates, must include a "public copy" as required by RI Gen Laws § 37-2-18(j) and the State Procurement Regulations. It is further understood that any bid or proposal in excess of SEVEN HUNDRED FIFTY THOUSAND (\$750,000) 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.

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.


Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)
Jose Calheta, President, St of Ma.

Date 9-24-12

Print Name and Title of company official signing offer
Revised: 12/20/2011

Response to Section 5 – Certifications and Disclosures – Question #1.

The Massachusetts Division of Capital Asset Management (DCAM) denied Capeway's request for re-certification in 2006, citing just four negative reviews it received over the course of five years. During that same period, however, Capeway had successfully completed numerous public projects in Massachusetts and elsewhere (well over one hundred). Moreover, DCAM's decision was short-lived, as it reissued Capeway's certificate for public subcontracting at the beginning of 2007, and its certificate for prime contracting in early 2009. Please note too that since its incorporation in 1986, Capeway has successfully performed hundreds of roof installations in the public and private sector and received many perfect or near-perfect reviews and industry awards, which can be furnished upon request.

Re-roofing/Bldg. Envelope Repairs
Rush/Pasteur Buildings – 11-13
December, 2011

PART OF ADDENDUM NO. 3
00300-1(REVISED)

DOCUMENT 00300

BID FORM

Date: 9-24-12

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

Project: Exterior Building-Envelope Repairs at the Benjamin Rush State Office Building #55, 35 Howard Avenue, Cranston, Rhode Island 02920 and the Louis Pasteur State Office Building #57, 25 Howard Avenue, Cranston, Rhode Island 02920.

Submitted By: Capeway Roofing Systems, Inc.
(include Bidder's address, tel. & FAX nos., and License no. if applicable) 664 Sanford Road, Westport, MA 02790
508-674-0800/508-678-2670 Lic # 54R

1. BID:

- A. Having examined the Place of the Work and all matters referred to in the "Instructions to Bidders" and "Supplementary Instructions to Bidders", and in the Contract Documents prepared by the Architect, Castellucci, Galli Corporation, for the above mentioned project, we the undersigned, hereby propose to enter into Contract to perform the Work of the applicable Bid Package for the contract price specified below, as selected by the Owner, subject to additions and deductions in accordance with the terms of these Contract Documents. NOTE: The Owner reserves the option to award the contract to more than one (1) contractor. Award shall be partially based on availability of funds. Work at one (1) building may be eliminated from the scope of work. Owner reserves the option to select any bid price for both buildings, whichever the Owner feels best serves the Owner's interest.

2.1 BID PRICES for Benjamin Rush Building:

- A. Contract Price to provide the new slate roof assembly and all other incidental work:

Six Hundred Ninety Four Thousand Two Hundred Dollars (\$ 694,200.00)
(written, and numerically)

- B. Contract Price to provide the asphalt-shingled roofing assembly and all other incidental work:

Six Hundred Fifteen Thousand Two Hundred Dollars (\$ 615,200.00)
(written, and numerically)

- C. Contract Price to provide the slate roof assembly at roof surfaces located at the front of building (facing Howard Avenue) and the asphalt-shingled roofing assembly at roof surfaces located at the rear of building, and all other incidental work:

Six Hundred Fifty Two Thousand One Hundred Dollars (\$ 652,100.00)
(written, and numerically)

2.2 BID PRICES for Louis Pasteur Building:

- A. Contract Price to provide the new slate roof assembly and all other incidental work:

One Million Two Hundred Nineteen Thousand Dollars (\$ 1,219,800.00)
Eight Hundred Dollars (written, and numerically)

- B. Contract Price to provide the asphalt-shingled roofing assembly and all other incidental work:

Re-roofing/Bldg. Envelope Repairs
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PART OF ADDENDUM NO. 3
00300-2(REVISED)

Nine Hundred Sixty Two Thousand Nine Hundred
(written, and) Dollars (\$ 962,900.00)
numerically)

C. Contract Price to provide the slate roof assembly at roof surfaces located at the front of building (facing Howard Avenue) and the asphalt-shingled roofing assembly at roof surfaces located at the rear of building, and all other incidental work:

One Million Seventy Three Thousand Dollars
(written, and) Dollars (\$ 1,073,000.00)
numerically)

2.3 **BID PRICES for Benjamin Rush and Louis Pasteur Buildings:**

A. Contract Price to provide the new slate roof assembly and all other incidental work:

One Million Nine Hundred Fourteen Thousand
(written, and) Dollars (\$ 1,914,000.00)
numerically)

B. Contract Price to provide the asphalt-shingled roofing assembly and all other incidental work:

One Million Five Hundred Seventy Eight Thousand
(written, and) Dollars (\$ 1,578,100.00)
numerically)

C. Contract Price to provide the slate roof assembly at roof surfaces located at the front of building (facing Howard Avenue) and the asphalt-shingled roofing assembly at roof surfaces located at the rear of building, and all other incidental work:

One Million Seven Hundred Twenty Five Thousand
(written, and) Dollars (\$ 1,725,100.00)
numerically)

3. **ALLOWANCES:** We have included the following Project Allowances from Division 1, Section 01020 of the Project Manual in each of the above:

A. Testing Allowance:	\$ 9,500.00 Per building
B. Roof Drain Camera Inspection Allowance:	\$15,500.00 Per building
C. Hazardous Materials Procedures Allowance:	\$32,000.00 Per building
D. Infrared Roof Scan Allowance:	\$ 7,500.00 Per building
E. Drain Line Repair Allowance:	\$12,500.00 Per building

4. **BID ALTERNATES:**

A. We propose to modify the above Bid Prices by the following amounts, as identified in Section 01100, Alternates herein and as may be selected by the Owner.

BID ALTERNATE NO. 1BR: (Relative to the Benjamin Rush Building)

Deduct from Bid Price "A", "B", or "C", the cost to provide new backer rod and sealants from the perimeter of all window units and door frames located below the highest existing stone cornice assembly of the applicable roof area. Deduct ten (10) days from the timeframe to achieve Substantial Completion of the work. Do NOT eliminate any of the allowance monies.

DEDUCT: \$ 21,300.00

Re-roofing/Bldg. Envelope Repairs
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PART OF ADDENDUM NO. 3
00300-3(REVISED)

BID ALTERNATE NO. 1LP: (Relative to the Louis Pasteur Building)

Deduct from Bid Price "A", "B", or "C", the cost to provide new backer rod and sealants from the perimeter of all window units and door frames located below the highest existing stone cornice assembly of the applicable roof area. Deduct ten (10) days from the timeframe to achieve Substantial Completion of the work. Do NOT eliminate any of the allowance monies.

DEDUCT: \$ 48,400.00

BID ALTERNATE NO. 1BR/LP: (Relative to the Benjamin Rush Bldg. & the Louis Pasteur Bldg.)

Deduct from Bid Price "A", "B", or "C", the cost to provide new backer rod and sealants from the perimeter of all window units and door frames located below the highest existing stone cornice assembly of the applicable roof area. Deduct twenty (20) days from the timeframe to achieve Substantial Completion of the work. Do NOT eliminate any of the allowance monies.

DEDUCT: \$ 69,700.00

5. UNIT PRICES:

A. Contractor's Unit Price Note: The following Unit Prices are intended to provide the Owner with predetermined prices should changes to the Base Bid Contract be required. The Owner reserves the right to include any Unit Price Item for adding or deleting work. The Contractor agrees to modify the applicable Bid Price by the shown amount. The prices herein established, include the net cost plus overhead and profit.

- 1). Add to or deduct from the applicable Bid Price, the cost to point existing mortar joints in accordance with the Contract Documents:

ALLOW: \$ 30.00 /sq. ft.

ALLOW: \$ 10.00 /L.F.

- 2). Add to or deduct from the applicable Bid Price, the cost to wash and waterproof existing masonry in accordance with the Contract Documents.

ALLOW: \$ 6.00 /sq. ft.

- 3). Add to or deduct from the applicable Bid Price, the cost to provide caulking and sealants in accordance with the Contract Documents.

ALLOW: \$ 165.00 /window unit

ALLOW: \$ 20.00 /sq. ft.

ALLOW: \$ 7.00 /L.F.

- 4). Add to or deduct from the applicable Bid Price, the cost to provide Bird Control Device in accordance with the Contract Documents.

ALLOW: \$ 20.00 /L.F.

- 5). Deduct from the Base Bid Price, the cost to provide all "winter conditions" costs. Winter conditions cost shall include the months November through March.

ALLOW: \$ -0- for BR or LP Bldgs.

ALLOW: \$ -0- for both Bldgs.

6. ACCEPTANCE:

A. This Bid shall be irrevocably open to acceptance for 60 days from the Bid closing date. If this Bid is accepted by the Owner within 60 days, we will:

- 1.) Execute the Agreement subject to compliance with required State regulatory agency approvals as described in the "Invitation to Bid" and "Supplementary Instructions to Bidders".
- 2.) Furnish the required bonds in compliance with amended provisions of the "Instructions to Bid".
- 3.) Commence Work within fourteen (14) days after receipt of a Purchase Order.

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- B. If this Bid is accepted within sixty (60) days, and we fail to commence the Work, or we fail to provide the required bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the value of the security deposit, or of the difference between this Bid and the Bid upon which the Contract is signed.
- C. In the event our Bid is not accepted within sixty (60) days, the required security deposit shall be returned to the undersigned, in compliance with the provisions of the "Instructions to Bidders", unless a mutually satisfactory arrangement is made in writing for its retention and validity for an extended period of time.

7 CONTRACT TIME:

- A. **Relative to the Benjamin Rush Building or the Louis Pasteur Building, if either Bid is accepted, separate of the other, we will achieve Substantial Completion of the work in sixty (60) calendar days from receipt of a Purchase Order. Final completion of the work shall be thirty (30) calendar days, thereafter. Total contract time shall be ninety (90) calendar days. NOTE: In addition to Liquidated Damages to the Owner, the Contractor shall reimburse the Architect at \$175.00/hour for any and all time expended in connection with Construction Administration of the project subsequent to the expiration of the total contract time, unless otherwise agreed by the owner, Contractor and Architect during the Construction Phase.**
- B. **Relative to the Benjamin Rush Building and the Louis Pasteur Buildings as one Bid Package, if the Bid is accepted, we will achieve Substantial Completion of the work in ninety (90) calendar days from receipt of a Purchase Order. Final completion of the work shall be thirty (30) calendar days, thereafter. Total contract time shall be one hundred twenty (120) calendar days. NOTE: In addition to Liquidated Damages to the Owner, the Contractor shall reimburse the Architect at \$175.00/hour for any and all time expended in connection with Construction Administration of the project subsequent to the expiration of the total contract time, unless otherwise agreed by the owner, Contractor and Architect during the Construction Phase.**
- C. Liquidated Damages, In as much as 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 we will be assessed Liquidated Damages for each calendar day the project continues to be in default of Substantial Completion as follows:

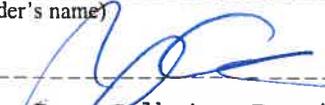
\$400.00 per calendar day.

8. ADDENDA:

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

Addendum No. 1, dated 9-10-12
 Addendum No. 2, dated 9-10-12
 Addendum No. 3, dated 9-11-12 etc.

9. BID FORM SIGNATURES:

Capeway Roofing Systems, inc.
 (Bidder's name)
 By: 
 Title: Jose Calheta, President, st of Ma.
 Corporate Seal:



Bid Bond

CONTRACTOR:

(Name, legal status and address)
Capeway Roofing Systems Inc
664 Sanford Rd.
Westport MA 02790

SURETY:

Berkley Regional Insurance Company
11201 Douglas Avenue
Urbandale, IA 50322

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.

OWNER:

(Name, legal status and address)
State of Rhode Island
One Capital Hill
Providence RI 02908

BOND AMOUNT: \$ 5% (five percent) of enclosed bid

PROJECT:

(Name, location or address, and Project number, if any)
Reroofing & Envelope Repairs Rush & Pastore Bldgs

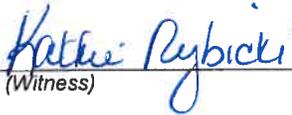
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

Signed and sealed this 24th day of September, 2012

Capeway Roofing Systems Inc



(Witness)

(Principal) *(Seal)*



(Title) Jose Calheta, President

Berkley Regional Insurance Company

(Surety) *(Seal)*



(Witness)



(Title) Beth Howard, Attorney-in-Fact



AIA[®] Document A305[™] – 1986

Contractor's Qualification Statement

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

SUBMITTED TO: State of Rhode Island

ADDRESS: One Capital Hill, Providence, RI

SUBMITTED BY: Capeway Roofing Systems, Inc.

NAME: Jose Calheta

ADDRESS: 664 Sanford Rd, Westport, MA 02790

PRINCIPAL OFFICE: Same

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT: *(If applicable)*

Reroof & Envelope Repair to Rush and Pastore Bldgs

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

- General Construction
- HVAC
- Electrical
- Plumbing
- Other *(Please specify)*

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. ORGANIZATION

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

26 years

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

26 years

§ 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:

1986

§ 1.3.2 State of incorporation:

Massachusetts

§ 1.3.3 President's name:

Jose Calheta

§ 1.3.4 Vice-president's name(s):

Manuel Hermenegildo

§ 1.3.5 Secretary's name: Manuel Hermenegildo

§ 1.3.6 Treasurer's name: Jose Calheta

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

§ 1.4.1 Date of organization:

N/A

§ 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:

N/A

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

N/A

§ 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.

Rhode Island, Massachusetts, Connecticut, New Hampshire

Roofing, Flashing & Roof-related Sheet Metal

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

N/A

§ 3. EXPERIENCE

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

Roofing, Flashing & Roof-related Sheet Metal

§ 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:

\$16,000,000.00

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

See Attached

§ 4. REFERENCES

§ 4.1 Trade References:

See Attached

§ 4.2 Bank References:

Bristol County Savings Bank
502 State Rd
Dartmouth, MA
Roger Cabral

§ 4.3 Surety

§ 4.3.1 Name of bonding company:

Berkley Surety Group
290 Donald J Lynch Blvd
Marlborough, MA 01752

§ 4.3.2 Name and address of agent:

John Costa - Same

§ 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:

- .1 Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- .2 Net Fixed Assets;
- .3 Other Assets;
- .4 Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and
- .5 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:

Russolino & Young
260 West Exchange St
Providence, RI 02903

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

Yes

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

N/A

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

Yes

§ 6. SIGNATURE

§ 6.1 Dated this 24th day of September 20 12

Name of Organization:

Capeway Roofing Systems, Inc.

By:

Title: Jose Calheta, President, ST of Ma.

§ 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 24th day of September 20 12

Notary Public: Kathie A Rybicki

My Commission Expires: 6-8-16

KATHIE A. RYBICKI
Notary Public, State of Rhode Island
My Commission Expires June 8, 2016

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Please list all of your company's bonded projects currently under contract:
 (Please add additional page(s) if required. Please total the Work Remaining column)

Name of Project	Owner of Project	Contract Amt.	% Complete	Work Remaining (\$)
Agawam Junior High School	Agawam Public Schools	\$ 1,123,300.00	48%	\$ 584,116.00
Apparatus Bay Roof	Town of Marshfield	\$ 98,900.00	2%	\$ 96,922.00
F.A. Day Middle School	Town of Newton	\$ 140,000.00	0%	\$ 140,000.00
Moses Brown School	City of Providence RI	\$ 150,000.00	12%	\$ 132,000.00
Maynard High School	Town of Maynard	\$ 1,348,200.00	35%	\$ 876,330.00
Goessman Lab Renovation	DCAM	\$ 441,700.00	43%	\$ 251,769.00
Plymouth South School	Town of Plymouth	\$ 195,500.00	20%	\$ 156,400.00
Leeder Management Properties	Leeder Management	\$ 388,849.00	64%	\$ 139,985.64
Troop B Headquarters	Commonwealth of MA	\$ 163,400.00	67%	\$ 53,922.00
Holyoke Public Library	Town of Holyoke	\$ 346,000.00	4%	\$ 332,160.00
Nauset Regional High School	Nauset Regional School District	\$ 1,383,859.00	51%	\$ 678,090.91
Fitchburg State University	same	\$ 737,400.00	37%	\$ 464,562.00
New Bedford Police Station	City of New Bedford	\$ 66,100.00	48%	\$ 34,372.00
Needham Reservoir Pump Station	Town of Needham	\$ 65,800.00	2%	\$ 64,484.00
James Madison Morton Middle School	City of Fall River	\$ 1,152,400.00	94%	\$ 69,144.00
Wellesley Municipal Light	Town of Wellesley	\$ 207,500.00	0%	\$ 207,500.00
Bulkeley Terrace	Concord Housing Authority	\$ 160,000.00	94%	\$ 9,600.00
Knight Campus	State of RI	\$ 2,132,000.00	70%	\$ 639,600.00
Boyden Library	City of Foxboro	\$ 298,000.00	0%	\$ 298,000.00
One Library Place	City of Woburn	\$ 230,500.00	98%	\$ 4,610.00
Cliftex Mills	Cliftex Lofts LLC	\$ 456,800.00	98%	\$ 9,136.00
VA Medical Center - Jamaica Plains MA	VA Medical	\$ 108,700.00	71%	\$ 31,523.00
Cady House - St. Andrews	same	\$ 39,500.00	46%	\$ 21,330.00
Forestdale Elem School	Town of Sandwich	\$ 1,385,200.00	52%	\$ 664,896.00
Butler Hospital Roof	same	\$ 148,900.00	0%	\$ 148,900.00
Ware Armory	Mass Military Division	\$ 336,400.00	4%	\$ 322,944.00
Nantucket Memorial Airport	City of Nantucket	\$ 114,400.00	47%	\$ 60,632.00
Total Amount of Work Remaining.....				\$ 6,492,928.55

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

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number: 7457976A3
Bid/RFP Title: RE-ROOFING & EXTERIOR BUILDING-ENVELOPE REPAIRS-BENJAMIN RUSH & LOUIS PASTEUR BLDGS-ADD. 3 (17 PGS)
Opening Date & Time: 9/24/2012 1:45 PM
RIVIP Vendor ID #: 13839
Vendor Name: Capeway Roofing Systems, Inc.
Address: 664 Sanford Road
Westport, , MA 02790-4952
USA
Telephone: 508-674-0800
Fax: 508-678-2670
E-Mail:
Contact Person: Jose Calheta
Title: President
R.I. Foreign Corp #:

REVISED NOTICE TO VENDORS

Effective January 1, 2012 all public works projects related bids or proposals exceeding SEVEN HUNDRED FIFTY THOUSAND (\$750,000) 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 SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal that exceeds SEVEN HUNDRED FIFTY THOUSAND (\$750,000) 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 SEVEN HUNDRED FIFTY THOUSAND (\$750,000) 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 RI Gen Laws §37-2-18(j) and State of RI Procurement Regulations at <http://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 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. 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 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.

Revised: 12/20/2011

RIVIP Certification Form Page 2 of 3

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):

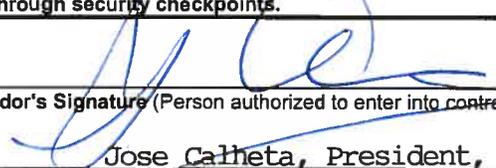
- Y 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).
- N 2. Has your firm (or any principal) been fined 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(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 5. I/we certify that the above vendor information is correct and complete.
- 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 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 REVISED REQUIREMENT-IMPORTANT!!!** I/we hereby acknowledge that I/we understand that effective January 1, 2012 all public works related project bids or proposals exceeding SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars, inclusive of all proposed alternates, must include a "public copy" as required by RI Gen Laws § 37-2-18(j) and the State Procurement Regulations. It is further understood that any bid or proposal in excess of SEVEN HUNDRED FIFTY THOUSAND (\$750,000) 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.

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.


Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)
Jose Calheta, President, St of Ma.

Date 9-24-12

Print Name and Title of company official signing offer
Revised: 12/20/2011

Response to Section 5 – Certifications and Disclosures – Question #1.

The Massachusetts Division of Capital Asset Management (DCAM) denied Capeway's request for re-certification in 2006, citing just four negative reviews it received over the course of five years. During that same period, however, Capeway had successfully completed numerous public projects in Massachusetts and elsewhere (well over one hundred). Moreover, DCAM's decision was short-lived, as it reissued Capeway's certificate for public subcontracting at the beginning of 2007, and it's certificate for prime contracting in early 2009. Please note too that since its incorporation in 1986, Capeway has successfully performed hundreds of roof installations in the public and private sector and received many perfect or near-perfect reviews and industry awards, which can be furnished upon request.

Re-roofing/Bldg. Envelope Repairs
Rush/Pasteur Buildings – 11-13
December, 2011

PART OF ADDENDUM NO. 3
00300-1(REVISED)

DOCUMENT 00300

BID FORM

Date: 9-24-12

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

Project: Exterior Building-Envelope Repairs at the Benjamin Rush State Office Building #55, 35 Howard Avenue, Cranston, Rhode Island 02920 and the Louis Pasteur State Office Building #57, 25 Howard Avenue, Cranston, Rhode Island 02920.

Submitted By: Capeway Roofing Systems, Inc.
(include Bidder's address, tel. & FAX nos., and License no. if applicable)
664 Sanford Road, Westport, MA 02790
508-674-0800/508-678-2670 Lic # 54R

1. BID:

- A. Having examined the Place of the Work and all matters referred to in the "Instructions to Bidders" and "Supplementary Instructions to Bidders", and in the Contract Documents prepared by the Architect, Castellucci, Galli Corporation, for the above mentioned project, we the undersigned, hereby propose to enter into Contract to perform the Work of the applicable Bid Package for the contract price specified below, as selected by the Owner, subject to additions and deductions in accordance with the terms of these Contract Documents. NOTE: The Owner reserves the option to award the contract to more than one (1) contractor. Award shall be partially based on availability of funds. Work at one (1) building may be eliminated from the scope of work. Owner reserves the option to select any bid price for both buildings, whichever the Owner feels best serves the Owner's interest.

2.1 BID PRICES for Benjamin Rush Building:

- A. Contract Price to provide the new slate roof assembly and all other incidental work:

Six Hundred Ninety Four Thousand Two Hundred Dollars (\$ 694,200.00)
(written, and numerically)

- B. Contract Price to provide the asphalt-shingled roofing assembly and all other incidental work:

Six Hundred Fifteen Thousand Two Hundred Dollars (\$ 615,200.00)
(written, and numerically)

- C. Contract Price to provide the slate roof assembly at roof surfaces located at the front of building (facing Howard Avenue) and the asphalt-shingled roofing assembly at roof surfaces located at the rear of building, and all other incidental work:

Six Hundred Fifty Two Thousand One Hundred Dollars (\$ 652,100.00)
(written, and numerically)

2.2 BID PRICES for Louis Pasteur Building:

- A. Contract Price to provide the new slate roof assembly and all other incidental work:

One Million Two Hundred Nineteen Thousand Eight Hundred Dollars (\$ 1,219,800.00)
(written, and numerically)

- B. Contract Price to provide the asphalt-shingled roofing assembly and all other incidental work:

Re-roofing/Bldg. Envelope Repairs
Rush/Pasteur Buildings – 11-13
December, 2011

Nine Hundred Sixty Two Thousand Nine Hundred
(written, and) Dollars (\$ 962,900.00)
numerically)

- C. Contract Price to provide the slate roof assembly at roof surfaces located at the front of building (facing Howard Avenue) and the asphalt-shingled roofing assembly at roof surfaces located at the rear of building, and all other incidental work:

One Million Seventy Three Thousand Dollars
(written, and) Dollars (\$ 1,073,000.00)
numerically)

2.3 BID PRICES for Benjamin Rush and Louis Pasteur Buildings:

- A. Contract Price to provide the new slate roof assembly and all other incidental work:

One Million Nine Hundred Fourteen Thousand
(written, and) Dollars (\$ 1,914,000.00)
numerically)

- B. Contract Price to provide the asphalt-shingled roofing assembly and all other incidental work:

One Million Five Hundred Seventy Eight Thousand
(written, and) Dollars (\$ 1,578,100.00)
numerically)

- C. Contract Price to provide the slate roof assembly at roof surfaces located at the front of building (facing Howard Avenue) and the asphalt-shingled roofing assembly at roof surfaces located at the rear of building, and all other incidental work:

One Million Seven Hundred Twenty Five Thousand
(written, and) Dollars (\$ 1,725,100.00)
numerically)

3. **ALLOWANCES:** We have included the following Project Allowances from Division 1, Section 01020 of the Project Manual in each of the above:

A. Testing Allowance:	\$ 9,500.00 Per building
B. Roof Drain Camera Inspection Allowance:	\$15,500.00 Per building
C. Hazardous Materials Procedures Allowance:	\$32,000.00 Per building
D. Infrared Roof Scan Allowance:	\$ 7,500.00 Per building
E. Drain Line Repair Allowance:	\$12,500.00 Per building

4. BID ALTERNATES:

- A. We propose to modify the above Bid Prices by the following amounts, as identified in Section 01100, Alternates herein and as may be selected by the Owner.

BID ALTERNATE NO. 1BR: (Relative to the Benjamin Rush Building)

Deduct from Bid Price "A", "B", or "C", the cost to provide new backer rod and sealants from the perimeter of all window units and door frames located below the highest existing stone cornice assembly of the applicable roof area. Deduct ten (10) days from the timeframe to achieve Substantial Completion of the work. Do NOT eliminate any of the allowance monies.

DEDUCT: \$ 21,300.00

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Rush/Pasteur Buildings – 11-13
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PART OF ADDENDUM NO. 3
00300-3(REVISED)

BID ALTERNATE NO. 1LP: (Relative to the Louis Pasteur Building)

Deduct from Bid Price "A", "B", or "C", the cost to provide new backer rod and sealants from the perimeter of all window units and door frames located below the highest existing stone cornice assembly of the applicable roof area. Deduct ten (10) days from the timeframe to achieve Substantial Completion of the work. Do NOT eliminate any of the allowance monies.

DEDUCT: \$ 48,400.00

BID ALTERNATE NO. 1BR/LP: (Relative to the Benjamin Rush Bldg. & the Louis Pasteur Bldg.)

Deduct from Bid Price "A", "B", or "C", the cost to provide new backer rod and sealants from the perimeter of all window units and door frames located below the highest existing stone cornice assembly of the applicable roof area. Deduct twenty (20) days from the timeframe to achieve Substantial Completion of the work. Do NOT eliminate any of the allowance monies.

DEDUCT: \$ 69,700.00

5. UNIT PRICES:

A. Contractor's Unit Price Note: The following Unit Prices are intended to provide the Owner with predetermined prices should changes to the Base Bid Contract be required. The Owner reserves the right to include any Unit Price Item for adding or deleting work. The Contractor agrees to modify the applicable Bid Price by the shown amount. The prices herein established, include the net cost plus overhead and profit.

- 1). Add to or deduct from the applicable Bid Price, the cost to point existing mortar joints in accordance with the Contract Documents:

ALLOW: \$ 30.00 /sq. ft.

ALLOW: \$ 10.00 /L.F.

- 2). Add to or deduct from the applicable Bid Price, the cost to wash and waterproof existing masonry in accordance with the Contract Documents.

ALLOW: \$ 6.00 /sq. ft.

- 3). Add to or deduct from the applicable Bid Price, the cost to provide caulking and sealants in accordance with the Contract Documents.

ALLOW: \$ 165.00 /window unit

ALLOW: \$ 20.00 /sq. ft.

ALLOW: \$ 7.00 /L.F.

- 4). Add to or deduct from the applicable Bid Price, the cost to provide Bird Control Device in accordance with the Contract Documents.

ALLOW: \$ 20.00 /L.F.

- 5). Deduct from the Base Bid Price, the cost to provide all "winter conditions" costs. Winter conditions cost shall include the months November through March.

ALLOW: \$ -0- for BR or LP Bldgs.

ALLOW: \$ -0- for both Bldgs.

6. ACCEPTANCE:

A. This Bid shall be irrevocably open to acceptance for 60 days from the Bid closing date. If this Bid is accepted by the Owner within 60 days, we will:

- 1.) Execute the Agreement subject to compliance with required State regulatory agency approvals as described in the "Invitation to Bid" and "Supplementary Instructions to Bidders".
- 2.) Furnish the required bonds in compliance with amended provisions of the "Instructions to Bid".
- 3.) Commence Work within fourteen (14) days after receipt of a Purchase Order.

Re-roofing/Bldg. Envelope Repairs
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- B. If this Bid is accepted within sixty (60) days, and we fail to commence the Work, or we fail to provide the required bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the value of the security deposit, or of the difference between this Bid and the Bid upon which the Contract is signed.
- C. In the event our Bid is not accepted within sixty (60) days, the required security deposit shall be returned to the undersigned, in compliance with the provisions of the "Instructions to Bidders", unless a mutually satisfactory arrangement is made in writing for its retention and validity for an extended period of time.

7 CONTRACT TIME:

- A. **Relative to the Benjamin Rush Building or the Louis Pasteur Building, if either Bid is accepted, separate of the other, we will achieve Substantial Completion of the work in sixty (60) calendar days from receipt of a Purchase Order. Final completion of the work shall be thirty (30) calendar days, thereafter. Total contract time shall be ninety (90) calendar days. NOTE: In addition to Liquidated Damages to the Owner, the Contractor shall reimburse the Architect at \$175.00/hour for any and all time expended in connection with Construction Administration of the project subsequent to the expiration of the total contract time, unless otherwise agreed by the owner, Contractor and Architect during the Construction Phase.**
- B. **Relative to the Benjamin Rush Building and the Louis Pasteur Buildings as one Bid Package, if the Bid is accepted, we will achieve Substantial Completion of the work in ninety (90) calendar days from receipt of a Purchase Order. Final completion of the work shall be thirty (30) calendar days, thereafter. Total contract time shall be one hundred twenty (120) calendar days. NOTE: In addition to Liquidated Damages to the Owner, the Contractor shall reimburse the Architect at \$175.00/hour for any and all time expended in connection with Construction Administration of the project subsequent to the expiration of the total contract time, unless otherwise agreed by the owner, Contractor and Architect during the Construction Phase.**
- C. Liquidated Damages, In as much as 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 we will be assessed Liquidated Damages for each calendar day the project continues to be in default of Substantial Completion as follows:

\$400.00 per calendar day.

8. ADDENDA:

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

Addendum No. 1, dated 9-10-12
 Addendum No. 2, dated 9-10-12
 Addendum No. 3, dated 9-11-12 etc.

9. BID FORM SIGNATURES:

Capeway Roofing Systems, inc.
 (Bidder's name)
 By: 
 Title: Jose Calheta, President, st of Ma.
 Corporate Seal:



Bid Bond

CONTRACTOR:

(Name, legal status and address)
Capeway Roofing Systems Inc
664 Sanford Rd.
Westport MA 02790

SURETY:

Berkley Regional Insurance Company
11201 Douglas Avenue
Urbandale, IA 50322

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.

OWNER:

(Name, legal status and address)
State of Rhode Island
One Capital Hill
Providence RI 02908

BOND AMOUNT: \$ 5% (five percent) of enclosed bid

PROJECT:

(Name, location or address, and Project number, if any)
Reroofing & Envelope Repairs Rush & Pastore Bldgs

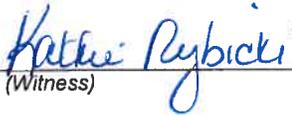
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

Signed and sealed this 24th day of September, 2012

Capeway Roofing Systems Inc



(Witness)

(Principal) *(Seal)*



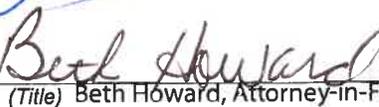
(Title) Jose Calheta, President

Berkley Regional Insurance Company

(Surety) *(Seal)*



(Witness)



(Title) Beth Howard, Attorney-in-Fact

AIA[®] Document A305[™] – 1986

Contractor's Qualification Statement

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

SUBMITTED TO: State of Rhode Island

ADDRESS: One Capital Hill, Providence, RI

SUBMITTED BY: Capeway Roofing Systems, Inc.

NAME: Jose Calheta

ADDRESS: 664 Sanford Rd, Westport, MA 02790

PRINCIPAL OFFICE: Same

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT: *(If applicable)*

Reroof & Envelope Repair to Rush and Pastore Bldgs

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

- General Construction
- HVAC
- Electrical
- Plumbing
- Other *(Please specify)*

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. ORGANIZATION

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

26 years

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

26 years

§ 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:

1986

§ 1.3.2 State of incorporation:

Massachusetts

§ 1.3.3 President's name:

Jose Calheta

§ 1.3.4 Vice-president's name(s):

Manuel Hermenegildo

§ 1.3.5 Secretary's name: Manuel Hermenegildo

§ 1.3.6 Treasurer's name: Jose Calheta

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

§ 1.4.1 Date of organization:

N/A

§ 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:

N/A

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

N/A

§ 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.

Rhode Island, Massachusetts, Connecticut, New Hampshire

Roofing, Flashing & Roof-related Sheet Metal

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

N/A

§ 3. EXPERIENCE

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

Roofing, Flashing & Roof-related Sheet Metal

§ 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:

\$16,000,000.00

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

See Attached

§ 4. REFERENCES

§ 4.1 Trade References:

See Attached

§ 4.2 Bank References:

Bristol County Savings Bank
502 State Rd
Dartmouth, MA
Roger Cabral

§ 4.3 Surety

§ 4.3.1 Name of bonding company:

Berkley Surety Group
290 Donald J Lynch Blvd
Marlborough, MA 01752

§ 4.3.2 Name and address of agent:

John Costa - Same

§ 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:

- .1 Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- .2 Net Fixed Assets;
- .3 Other Assets;
- .4 Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and
- .5 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:

Russolino & Young
260 West Exchange St
Providence, RI 02903

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

Yes

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

N/A

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

Yes

§ 6. SIGNATURE

§ 6.1 Dated this 24th day of September 20 12

Name of Organization:

Capeway Roofing Systems, Inc.

By:

Title: Jose Calheta, President, ST of Ma.

§ 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 24th day of September 20 12

Notary Public: *Kathie A Rybicki*

My Commission Expires:
6-8-16

KATHIE A. RYBICKI
Notary Public, State of Rhode Island
My Commission Expires June 8, 2016

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Stop & Shop Rutland VT	OWNER: Stop & Shop	Art Joubert	617-770-6027
	DESIGNER: Landry Architects	Dave Campbell	603-890-6414
FX# 617-770-6229	GC: Stop & Shop	Art Joubert	617-770-6027
Building 3159 Otis ANG	OWNER: United States Coast Guard		
	DESIGNER:		617-492-2200
FX# 978-452-3784	GC: P&S Construction	Melissa Caunter	978-452-3782
Leominister Library	OWNER: City of Leominister		978-534-7507
	DESIGNER: Beacon Architecture		
FX# 413-734-1881	GC: Fontaine Brothers	David Fontaine	413-781-2020
Greater Lawrence Sanitary District	OWNER: Greater Lawrence Sanitary District		978-685-1612
	DESIGNER: Wright Pierce		207-725-8721
FX# 603-328-2233	GC: Methuen Construction	LE Laperchia	603-328-2222

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

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

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

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

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Collicut Cunningham	OWNER: Town of Milton		
School Milton MA	DESIGNER: DRA Architects		
	GC: Agostini Construction	Richard Crowley Fax: 401-431-0049	401-435-4848
East Fairhaven Elem	OWNER: Town of Fairhaven MA		
School	DESIGNER: HMFH Architects		617-492-2200
	GC: Agostini Construction	Fax: 401-431-0049	401-435-4848
MBTA Uphams Station	OWNER: MBTA		
	DESIGNER:		
PPAC RI	GC: S&R Construction	Denise DiMento Fax: 603-382-4178	978-815-7710
	OWNER: Providence Performing Arts Center	Alan Chille	
	DESIGNER: Newport Collaborative	J. Michael Abbot	401-272-2144
	GC: Capeway Roofing		

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

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

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

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

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
RI State Police FX# 401-353-0488	OWNER: State of RI DESIGNER: Castellucci Galli GC: Capeway Roofing	Jim Castellucci	401-353-0607
Umass Boston Pump House FX# 781-337-2940	OWNER: UMass Boston DESIGNER: PSA Dewberry GC: Enterprise Equipment		617-287-5060 781-331-0900
	OWNER: DESIGNER: GC:		
	OWNER: DESIGNER: GC:		

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

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

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

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

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Walgreen's New Bedford MA	OWNER: Walgreen's Store DESIGNER: Edwards & Kelsey GC: DMR Construction	David Cohen	FX 508-580-2812 508-587-1326
Braintree/Weymouth Pump Sta. Quincy MA	OWNER: Massachusetts Water Resource Authority DESIGNER: Metcalf & Eddy GC: JF White Contracting		FX 617-558-0460 508-879-4700
Walgreen's Brockton MA	OWNER: Walgreen's Store DESIGNER: Edwards & Kelsey GC: DMR Construction	David Cohen	FX 508-580-2812 508-587-1326
Walgreen's Fall River MA	OWNER: Arista Fall River, LLC DESIGNER: Mosier & Associates GC: The Torrey Co.	Dave Vise	FX 508-695-2123 508-695-6005
Brockton IWIF	OWNER: City of Brockton MA DESIGNER: Camp Dresser & McKee GC: Walsh Construction	Paul Praderio	FX 781-793-9009 781-793-9988
	OWNER: DESIGNER: GC:		

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

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

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

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

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Concord WWTF Concord MA	OWNER: Town of Concord DESIGNER: Camp Dresser & McKee		
Cadet Housing @ MVA Borlone MA	GC: Waterline Industries OWNER: MSCBA DESIGNER: Prellwitz/Chilinski Associates GC: Eland Construction	Mike Girard Domenic Maiellaro Michael Cella	Fax: 603-474-8578 603-474-7477 617-542-1081 617-547-8120 781-272-9440
Carson Block New Bedford MA	OWNER: US Department of the Interior DESIGNER:		303-969-2277
Gordon College Wrentham MA	GC: Eastern General OWNER: Gordon College DESIGNER: Payette Associates GC: Bowdoin Construction	Rick Crosby Robert Mini	413-733-6544 781-444-6302
Attleboro WWTF Attleboro MA	OWNER: Town of Attleboro MA DESIGNER: Camp Dresser & McKee GC: Methuen Construction OWNER: DESIGNER: GC:	L.E. Laperchia	617-452-6775 603-328-2222

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

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

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

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

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Walgreen's Wilmington, VT	OWNER: Walgreen's Store DESIGNER: Moser & Associates GC: DMR Construction	Richard Cohen Fax: 508-580-2812	978-456-6905 508-587-1326
Loft Development Roxbury MA	OWNER: Soco Lofts LLC DESIGNER: Domenech, Hicks & Krockmalnic GC: Built-Rite	Fax: 617-541-0203	
RI Training School Cranston RI	OWNER: State of Rhode Island DESIGNER:		401-222-2142
Melrose Middle School	GC: Gilbane Building Co. OWNER: City of Melrose DESIGNER: Tappe' Associates GC: P.J. Stella Construction	Dana Kwiatkowski Fax: 781-453-0929	401-464-4021 781-245-8844
Walgreen's Londonderry NH	OWNER: Walgreen's Store DESIGNER: Edwards & Kelsey GC: DMR Construction OWNER: DESIGNER: GC:	Dick Cohen Fax: 508-580-2812	508-587-1326

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

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

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

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

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Walgreen's Whitman MA	OWNER: Walgreen's Store DESIGNER: Edwards & Kelsey GC: DMR Construction	Dick Cohen Fax: 508-580-2812	508-587-1326
Bernadette Bldg ACI Cranston RI	OWNER: State of Rhode Island DESIGNER: Castellucci Galli Corp. GC: Capeway Roofing	Jim Castellucci Fax: 401-353-0488	401-353-0607
Walgreen's Worcester MA	OWNER: Walgreen's Stores DESIGNER: Moeser Associates GC: DMR Construction	Dick Cohen Fax: 508-580-2812	978-456-6905 508-587-1326
Brockton Neighborhood Health	OWNER: Brockton Neighborhood Health DESIGNER: DiGiorgio & Associates GC: Monitor Builders	Edward Cutting Fax: 617-723-6364	617-523-9300
MBTA Mattapan Station Boston MA	OWNER: MBTA-Cammonwealth of Massachusetts DESIGNER: GC: S&R Construction	Denise DiMento Fax: 603-382-4178	978-372-6574
	OWNER: DESIGNER: GC:		

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

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

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

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

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Bridgewater State College Bridgewater MA	OWNER: MSCBA DESIGNER: DeVella Shaffer Architects GC: Walsh Brothers	Paul Gauvin Thomas Davoren Jay Ford	617-426-5004 617-878-4800
Stacey Middle School Milford MA	OWNER: Town of Milford, Public Schools DESIGNER: FWH Architects GC: Chagnon Waterproofing	Scott Packard	617-492-2200 617-288-3000
Jesse Smith Library Harrisville RI	OWNER: Town of Harrisville RI DESIGNER: Newport collaborative GC: E.W. Burman	Rich Hawes	401-738-5400
Meditech Building Fall River MA	OWNER: Medical Information Technologies DESIGNER: Payette Associates GC: Ford Construction	Bill Smith	781-871-1121
Brighton Marine Health	OWNER: Brighton Marine Health DESIGNER: Gale Associates GC: Chagnon Waterproofing	Jon Lindberg Scott Packard	617-492-2200 617-288-3000
	OWNER: DESIGNER: GC:		

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

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

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

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

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Mo Vaughn Carwash Attleboro MA	OWNER: Mo-Wash LLC	Terrance Elder	
	DESIGNER:		
	GC: Highland Development	Kevin Leverone Fax: 978-443-1982	617-947-4198
Dudley Village South Dorchester MA	OWNER: Dudley Village South Ltd. Partnership		
	DESIGNER: Narrow Gate Alternative & Arch.		
	GC: vertec	Jon Pierce Fax: 508-238-0557	508-230-2600
Elinu Thompson Bldg Swampscott MA	OWNER: Town of Swampscott		781-596-8810
	DESIGNER:		
	GC: Northeast Interiors	Rick Magliozzi Fax: 781-356-2221	781-356-7666
Inscio Lincoln RI	OWNER: REM Realty		
	DESIGNER: Wp Hickman	Brendan Wall Fax: 440-248-6524	617-259-7990
	GC: Capeway Roofing		
Newington Schools Newington CT	OWNER: Town of Newington	Jeffrey Baron	860-665-8513
	DESIGNER: Friar Associates	Glen Yeakel Fax: 860-677-5265	860-678-1291
	GC: Capeway Roofing		
	OWNER:		
	DESIGNER:		
	GC:		

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

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

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

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

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Hull High School Hull MA	OWNER: Town of Hull DESIGNER: Architect Involvement LLC GC: Vertex	Mike Pellegrini Fax: 508-238-0557	781-829-8588
Forsyth Bldg. Boston MA	OWNER: Northeastern University DESIGNER: Briggs Engineering GC: Capeway Roofing	Dana Johnson Frank Buckley Fax: 781-871-7982	617-373-2700 781-871-6040
Walgreen's Merrimack NJ	OWNER: Lost Sailor LLC DESIGNER: Moeser & Associates GC: Korover Construction Corp.	Steve Moeser Mark Staples Fax: 860-284-1174	987-456-6905 860-284-7110
Schrafft's Catwalk Charlestown MA	OWNER: Flatley Company DESIGNER: GC: Capeway Roofing	Bill Bush Fax: 781-849-4483	
Bldg. 4 Denison Trl. Frammingham MA	OWNER: 39 Grant Street LLC DESIGNER: RHC Associates GC: RosDev Corp.	Dick Casale Al Bullen Fax: 508-485-5106	508-485-1177
	OWNER: DESIGNER: GC:		

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

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

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

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

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Wampanoag Plaza Providence RI	OWNER: Emes Asset Management LLC		
	DESIGNER: BL Companies		
	GC: Stone Street Construction	Domenic Dalluzzo Fax: 401-861-9555	401-861-9600
Rogers Free Library Bristol RI	OWNER: Town of Bristol	Louis Cirillo	401-253-7000
	DESIGNER: AI Design Associates	Tory Platt	401-728-2560
	GC: Lusi Construction	Kevin Thibodeau Fax: 401-232-1480	401-232-1010
Loring Towers Salem MA	OWNER: NPMN Management		
	DESIGNER: Tise Design Associates		
	GC: R2D	Ron Carr Fax: 860-632-8022	
Thoreau School Concord MA	OWNER: Town of Concord MA		978-318-1510
	DESIGNER: Symes Maini & McKee		
	GC: MMC Inc.	Fax: 781-762-7004	781-762-2520
	OWNER:		
	DESIGNER:		
	GC:		
	OWNER:		
	DESIGNER:		
	GC:		

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

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

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

3.1e

Jose Calheta

508-989-9276

194 Robert St Westport, MA 02790
capeway@aol.com

Professional Experience

Overachiever, specializing in every roofing system, from Shingles to Slate. A "go getter" and an ambitious leader, giving excellence in every aspect of the roofing industry.

1986 - Present | President and Treasurer

Capeway Roofing Systems, Inc. | Westport, MA

Incorporated as Capeway Roofing Systems, Inc, voted to office of President and Treasurer

1984 - 1986 | Established Commercial Roofing Business

1972 - 1984 | Roofer, Supervisor

Galego Roofing Systems, Inc. | Middleboro, MA

Employed as a roofer, promoted to Supervisor for my love of the trade and determination for excellence in every facet of project

Languages

Fluent in both English and Portuguese

Hobbies

Spending time with Family and friends and fishing

DION CALHETA

PROJECT MANAGER/ESTIMATOR

Manages Repair/Maintenance Department *Purchasing*
Submittals *IT Director*
Project Management *Webmaster*
Estimating

QUALIFICATIONS AND PROFESSIONAL EXPERIENCE

CAPEWAY ROOFING SYSTEMS, INC.

Project Manager, 1996 to Present

Laborer/Supervisor, 1990-1996

Started in 1990 as a laborer, began supervising crews in 1994. Promoted to Project Manager for knowledge of products and systems and a commitment to completing projects both on time and on budget.

CERTIFICATIONS & EDUCATION

- ◆ Massachusetts Construction Supervisor's License (CS072004)
 - ◆ Sarnafil Certificate of Technical Proficiency
 - ◆ 40 Hour Vortex Corp. Asbestos Supervisor Training Certification
 - ◆ AHERA Certified
 - ◆ Carlisle Syntec Training Certification - Single Ply Roofing
 - ◆ Merchant & Evans Training Certificate - Metal Panel Roofing
 - ◆ 24 Hour Apprenticeship Instructor Certification Course
 - ◆ College Level Coursework in both Math, Science and Law
 - ◆ Sheet Metal Workers Master - Unrestricted License #8329
 - ◆ Sheet Metal Workers Instructor License #14340
 - ◆ Safewaze Fall Protection Training - Card #100077
 - ◆ 10 Hour OSHA Training - Card #245572
-

- ◆ Fluent in both English and Portuguese

TONY BRUM

PROFESSIONAL EXPERIENCE

Field Supervisor,

Capeway Roofing Systems, Inc

1996 — Present

Westport, MA

- Project Coordination
- Project Set-ups
- Scheduling, Crew and Materials

Field Supervisor,

New Bedford Roofing and Sheet Metal

1994 — 1996

New Bedford, MA

- Estimating
- Project Coordination
- Project Set-up
- Submittals

Field Supervisor,

Galego Roofing Systems, Inc

1979 — 1994

Middleboro, MA

- Started as Roofer, promoted to Supervisor of 12 man crew after one year
- Project Coordination

LICENSES & CERTIFICATIONS

- Asbestos Supervisor License

INTERESTS & ACTIVITIES

- Football, Soccer, Crisis Counseling

LANGUAGES

- Fluent in both English and Portuguese

Credit References

1. Bristol County Savings Bank
Contact: Roger Cabral
Telephone # 508-993-3603
2. Beacon Sales Co., 1120 W Chestnut St, Brockton, MA
Contact: Roy LeBlanc
Telephone # - 508-580-8802
3. Atlantic Asphalt, 146 Railroad St, Revere, MA
Contact: Jim
Telephone # - 781-289-6788
4. Sika Sarnafil, 225 Dan Road, Canton, MA
Contact: Kennie Thompson
Telephone # - 617-721-0635
5. Bradco Supply Co. 8 Draper St, Woburn, MA
Contact: Patrick
Telephone # 781-935-3330

CAPEWAY ROOFING SYSTEMS, INC.

FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION

Years ended
December 31, 2011 and 2010

Russolino & Young, Ltd.

CERTIFIED PUBLIC ACCOUNTANTS

260 West Exchange Street, Suite 201
Providence, Rhode Island 02903

Joseph Russolino, C.P.A., M.B.A.
Gregory J. Young, C.P.A., M.B.A.

Tel: (401) 273-4200
Fax: (401) 351-1040

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors
Capeway Roofing Systems, Inc.
Westport, Massachusetts

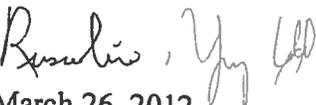
We have reviewed the accompanying combined balance sheets of Capeway Roofing Systems, Inc. and Capeway Equipment Systems, Inc. as of December 31, 2011 and 2010, and the related combined statements of income and retained earnings and cash flows for the years then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Our review was made for the purpose of expressing a conclusion that there are no material modifications that should be made to the combined financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. The information included in the accompanying schedules I through IV are presented only for purposes of additional analysis and has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, and we are not aware of any material modifications that should be made to it.


March 26, 2012

Members
American Institute and Rhode Island Society
of Certified Public Accountants

LIABILITIES AND STOCKHOLDERS' EQUITY	<u>2011</u>	<u>2010</u>
CURRENT LIABILITIES		
Current portion of long-term debt (Note 2)	\$ 13,993	\$ 34,588
Accounts payable	4,103,977	4,058,511
Billings in excess of costs and estimated earnings on uncompleted contracts	710,830	818,349
Accrued and withheld payroll taxes	5,263	9,314
Accrued corporate taxes	17,594	-
Accrued pension and profit sharing	<u>212,436</u>	<u>41,665</u>
Total current liabilities	<u>\$ 5,064,093</u>	<u>\$ 4,962,427</u>
 LONG-TERM DEBT (Note 2)	 <u>\$ 24,370</u>	 <u>\$ 38,379</u>
 STOCKHOLDERS' EQUITY		
Common stock, Capeway Roofing Systems, Inc., no par value, 15,000 shares authorized, 300 shares issued and outstanding	\$ 191,104	\$ 191,104
Common stock, Capeway Equipment Systems, Inc., no par value, 15,000 shares authorized, 200 shares issued and outstanding	2,000	2,000
Retained earnings	<u>3,032,980</u>	<u>2,038,081</u>
Total stockholders' equity	<u>\$ 3,226,084</u>	<u>\$ 2,231,185</u>
 TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	 <u><u>\$ 8,314,547</u></u>	 <u><u>\$ 7,231,991</u></u>

CAPEWAY ROOFING SYSTEMS, INC.

COMBINED STATEMENT OF CASH FLOWS

Years ended December 31, 2011 and 2010

	<u>2011</u>	<u>2010</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss) for the period	\$ 1,048,008	\$ (637,733)
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	144,845	162,577
(Gain) loss on sale of assets	(17,833)	5,121
Increase in receivables	(744,561)	(578,185)
Increase in costs and estimated earnings in excess of billings on uncompleted contracts	(518,745)	(454,534)
Increase in inventory	(15,000)	-
(Increase) decrease in prepaid expenses	10,098	(286)
Increase in payables	45,466	1,365,112
Increase in accrued liabilities	184,314	10,356
Increase (decrease) in billings in excess of costs and estimated earnings on uncompleted contracts	(107,519)	587,948
Net cash provided by operating activities	<u>\$ 29,073</u>	<u>\$ 460,376</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	\$ (145,860)	\$ (102,464)
Employee advances repaid	28,667	33,508
Employee advances made	(13,138)	(23,162)
(Increase) decrease in cash surrender value of life insurance	443,152	(66,532)
Proceeds from sale of assets	19,294	42,000
Net cash used for investing activities	<u>\$ 332,115</u>	<u>\$ (116,650)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
S distributions	\$ (53,109)	\$ (238,052)
New borrowings:		
Short-term	7,437,593	3,005,702
Debt reduction:		
Short-term	(7,437,593)	(3,743,673)
Long-term	(34,604)	(8,200)
Net cash provided by (used for) financing activities	<u>\$ (87,713)</u>	<u>\$ (984,223)</u>
NET INCREASE (DECREASE) IN CASH	<u>\$ 273,475</u>	<u>\$ (640,497)</u>
CASH, BEGINNING	<u>163,758</u>	<u>804,255</u>
CASH, ENDING	<u><u>\$ 437,233</u></u>	<u><u>\$ 163,758</u></u>

See accompanying notes and accountant's report

NOTES TO COMBINED FINANCIAL STATEMENTS

December 31, 2011 and 2010

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

REVENUE RECOGNITION - The company used the percentage of completion method of accounting for long-term construction contracts in these financial statements. The revenue recognized on the long-term contracts under the percentage of completion method is determined by applying a percentage representing the degree of completion to the total contract price at the end of the accounting period (December 31). The percentage is derived at by dividing the costs incurred to date by the total estimated costs of the entire contract based on most recent information.

S CORPORATION- FEDERAL INCOME TAX STATUS- Capeway Roofing Systems, Inc., with the consent of its shareholders, has elected under the Internal Revenue Code to be an S corporation effective January 1, 1996. In lieu of corporation income taxes, the shareholders are taxed on their proportionate share of the company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements relating to Capeway Roofing Systems, Inc.

NOTE 2. LONG-TERM DEBT

	<u>2011</u>	<u>2010</u>
Line of credit, dated April 9, 2009 interest charged at prime plus 0.25% with a floor of 4%, currently 4%, payable monthly. \$ 1,000,000 available. Secured by all company assets, personally guaranteed by officers.	\$ -	\$ -
Loan payable- dated August 27, 2010 in the amount of \$ 37,550.44. Payments of \$ 670.15 per month for 63 months including interest at 4.49%. Secured by vehicle.	28,834	35,420
Loan payable- dated December 29, 2009 in the amount of \$ 250,000. Payments of \$ 21,546.00 per month for 12 months including interest at 6.25%. Unsecured.	-	21,434

CAPEWAY ROOFING SYSTEMS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS

December 31, 2011 and 2010

NOTE 4. RELATED PARTY TRANSACTIONS

The company occupies real estate owned equally by its shareholders and paid rent in the amount of \$ 49,551 in 2011 and \$ 49,460 in 2010.

NOTE 5. CONTRACTS RECEIVABLE

	<u>2011</u>	<u>2010</u>
Uncompleted contracts	\$ 4,017,816	\$ 4,076,053
Completed contracts	755,338	527,070
Retainage	1,281,883	670,507
	<u>\$ 6,055,037</u>	<u>\$ 5,273,630</u>

NOTE 6. PENSION PLAN

The company maintains a pension plan for its employees that perform prevailing wage rate contracts. The plan is funded 100% by its participants with no contribution from the company. A percentage, usually ten percent, of each workers prevailing wage rate is withheld by the company and remitted to the plan trustee to be invested in guaranteed investment contracts and mutual funds selected by its participants.

The company has established a profit sharing plan for its employees. Contributions are discretionary, based upon the company's profitability and cash flow as determined by management. Contributions for the years ended December 31, 2011 and 2010 were \$ 149,169 and \$ -0-.

NOTE 7. INCOME TAXES

The provision for income taxes includes the calculated income taxes and minimum filing fees for both Capeway Roofing Systems, Inc. and Capeway Equipment Systems, Inc., which are separate taxable entities.

NOTE 8. BACKLOG

The following schedule summarizes changes in backlog on contracts obtained during the years ended December 31, 2011 and 2010. Backlog represents the amount of revenue the company expects to realize from work to be performed on uncompleted contracts in progress at year end and from contractual agreements on which work has not begun.

CAPEWAY ROOFING SYSTEMS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS

December 31, 2011 and 2010

NOTE 10. UNCOMPLETED CONTRACTS (CONTINUED)

These are included in the accompanying balance sheet under the following captions:

	<u>2011</u>	<u>2010</u>
Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 1,271,535	\$ 752,790
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>(710,830)</u>	<u>(818,349)</u>
	<u>\$ 560,705</u>	<u>\$ (65,559)</u>

NOTE 11. CONCENTRATION OF CREDIT RISK- The company maintains its cash accounts at two Massachusetts banks, both of which are guaranteed by the Federal Deposit Insurance Corporation (FDIC).

	<u>2011</u>	<u>2010</u>
Total cash in Massachusetts banks	\$ 437,233	\$ 163,758
Portion insured by FDIC	<u>437,233</u>	<u>163,758</u>
Uninsured cash balance	<u>\$ -</u>	<u>\$ -</u>

NOTE 12. DEPRECIATION - Depreciation expense was \$ 144,845 and \$ 162,577 for the years ended December 31, 2011 and 2010.

NOTE 13. ADVERTISING - Advertising expense was \$ 3,352 and \$ 4,191 for the years ended December 31, 2011 and 2010.

NOTE 14. OPERATING LEASE COMMITMENTS

The company leases a copy machine under a non-cancelable operating lease with a term of three years commencing June 29, 2009.

The company leases a copy machine under a non-cancelable operating lease with a term of three years commencing September 28, 2011.

The company leases a printer under a non-cancelable operating lease with a term of five years commencing November 21, 2011.

CAPEWAY ROOFING SYSTEMS, INC.

COMBINED SCHEDULE OF COST OF SALES

Years ended December 31, 2011 and 2010

SCHEDULE I

	<u>2011</u>	<u>%</u>	<u>2010</u>	<u>%</u>
Beginning inventory	\$ 30,000	0.1	\$ 30,000	0.2
Material purchases	11,013,060	42.9	8,054,985	45.4
Direct labor	5,305,262	20.7	3,957,695	22.3
Subcontracting	1,196,669	4.6	676,836	3.8
Trash removal	386,098	1.5	377,308	2.1
Insurance	1,113,758	4.3	817,325	4.6
Warranties	117,922	0.5	110,138	0.6
Pension expense	524,883	2.0	346,921	2.0
Payroll taxes	608,076	2.4	423,861	2.4
Equipment rental	584,829	2.3	403,894	2.3
Small tools	148,879	0.6	95,262	0.5
Safety equipment supplies	22,344	0.1	20,237	0.1
Miscellaneous job costs	22,072	0.1	11,384	0.1
Travel & lodging	41,359	0.2	51,570	0.3
Licenses, permits, plans and specs	81,150	0.3	55,350	0.3
Mileage reimbursement	190,569	0.7	113,595	0.6
	<hr/>		<hr/>	
Total	\$ 21,386,930	83.3	\$15,546,361	87.6
Less: ending inventory	45,000	0.2	30,000	0.2
	<hr/>		<hr/>	
Cost of sales	<u>\$ 21,341,930</u>	<u>83.1</u>	<u>\$15,516,361</u>	<u>87.4</u>

See accountant's report.

CAPEWAY ROOFING SYSTEMS, INC.

SCHEDULE OF CONTRACTS-IN-PROGRESS
12/31/11

SCHEDULE III

Contracts	Total Contract Price	Total Estimated Costs	Estimated Gross Profit	Costs to 12/31/11	Billings to 12/31/11	Costs and Estimated Earnings in Excess of Billings	Billings In Excess of Costs and Estimated Earnings	Accumulated Gross Profit	Future Gross Profit
Regan Court	\$ 584,000	\$ 515,486	\$ 68,514	\$ 475,717	\$ 402,437	\$ 136,512	\$ -	\$ 63,232	\$ 5,282
Centre Wise Lamartine	204,800	286,583	(81,783)	283,449	222,300	-	20,634	(81,783)	-
Wellesley High School	1,401,633	1,253,813	147,820	1,234,269	1,296,150	85,939	-	147,820	-
Howe Manning Elementary	365,907	385,573	(19,666)	381,928	365,907	-	3,645	(19,666)	-
Plymouth North High School	1,366,000	1,456,715	(90,715)	1,425,063	1,279,573	54,775	-	(90,715)	-
Goodyear Elementary School	621,587	585,620	35,967	585,198	625,695	-	4,530	35,967	-
High Plain Elementary	849,206	933,572	(84,366)	917,631	849,206	-	15,941	(84,366)	-
Sharon Middle School	960,609	865,532	95,077	813,350	901,835	859	-	89,344	5,733
VA Medical Center	1,265,000	1,403,709	(138,709)	1,395,570	1,265,000	-	8,139	(138,709)	-
Minnechaug Reg High Sch	2,750,677	2,123,214	627,463	2,076,746	2,644,742	45,725	-	613,721	13,742
UMass Lab Science Bldg	1,620,146	1,283,383	336,763	1,013,194	1,136,250	142,818	-	265,874	70,889
Quinn Hall @ URI	761,800	656,070	105,730	649,691	761,800	-	7,405	104,704	1,026
WalMart Cranston RI	488,274	474,598	13,676	462,691	488,274	-	12,251	13,332	344
UMass Roberts & Chestnut	913,700	797,083	116,617	769,474	913,700	-	31,644	112,582	4,035
Fitchburg State University	737,400	560,359	177,041	7,899	10,158	237	-	2,496	174,545
JW Killham Elementary	1,051,012	853,658	197,354	769,824	945,934	1,864	-	177,974	19,380
Houghton's Pond Bathhouse	161,600	130,315	31,285	1,939	-	2,405	-	466	30,819
Marshall Simmonds School	1,781,236	1,440,458	340,778	566,770	850,392	-	149,526	134,096	206,682
USPS Whitman	129,900	116,598	13,302	99,696	75,290	35,779	-	11,373	1,929
Andre McCoy Field house	243,000	118,509	124,491	111,695	263,000	-	33,972	117,333	7,158
Connelly Youth Detention	368,093	295,744	72,349	273,074	368,093	-	28,219	66,800	5,549
Franklin Police Station	167,400	133,445	33,955	109,409	151,127	-	13,878	27,840	6,115
Knights Campus - CCRI	2,132,000	1,745,246	386,754	339,999	542,141	-	126,802	75,340	311,414
125 Armory Street	225,300	170,866	54,434	168,439	225,300	-	3,200	53,661	773
Qulnn Elementary School	830,223	671,012	159,211	666,817	855,100	-	30,075	158,208	1,003
Burke Elementary School	871,100	691,379	179,721	686,213	871,100	-	6,514	178,373	1,348
Ocean Spray	34,500	21,773	12,727	20,573	34,500	-	1,901	12,026	701
Medford High School	1,300	1,688	(388)	1,688	-	1,300	-	(388)	-
Jefferson Park Daycare	226,100	169,213	56,887	116,763	185,831	-	29,816	39,252	17,635
Brady Towers	270,200	214,758	55,442	194,608	255,428	-	10,578	50,242	5,200
Dr John C Page Elementary	1,135,500	853,550	281,950	714,393	1,018,550	-	68,165	235,992	45,958
Umass Boston Wheatley Hall	771,592	889,472	(117,880)	631,524	464,272	49,372	-	(117,880)	-
Southfield Commons	154,588	126,683	27,905	72,524	105,715	-	17,215	15,976	11,929
Narragansett Middle School	1,017,139	733,716	283,423	641,020	721,810	166,837	-	247,627	35,796
3M Haverhill	887,921	650,440	237,481	615,532	892,133	-	51,874	224,727	12,754
Maynard High School	1,348,200	1,087,328	260,872	12,786	-	15,864	-	3,078	257,794
Goesmann Lab Renovations	441,700	356,166	85,534	874	-	1,088	-	214	85,320
Brayton Point Arp	90,372	50,213	40,159	27,182	-	48,920	-	21,738	18,421
Leeder Management Props	393,849	315,419	78,430	43,669	72,300	-	17,776	10,855	67,575
USPS Canton	109,200	102,721	6,479	84,548	97,836	-	7,955	5,333	1,146
WalMart Walpole MA	187,775	184,535	3,240	70,897	-	72,142	-	1,245	1,995
634 State Road	15,000	6,055	8,945	6,055	17,000	-	2,000	8,945	-
Southgate Apartments	8,174	9,881	(1,707)	7,881	8,174	-	2,000	(1,707)	-
Holyoke Public Library	346,000	279,060	66,940	4,152	-	5,149	-	997	65,943
Greenfield Community College	2,569,700	2,088,494	481,206	111,802	-	137,547	-	25,745	455,461
USPS	131,000	153,692	(22,692)	114,301	81,640	15,785	-	(16,876)	(5,816)
Abbott School	69,200	40,326	28,874	34,863	65,000	-	5,175	24,962	3,912
Middlesex Glass	65,000	62,773	2,227	49,134	-	50,877	-	1,743	484
James Madison Morton MS	1,152,400	929,364	223,036	11,219	-	13,918	-	2,699	220,337
Chelsea DPW Yard	136,900	105,222	31,678	32,230	-	41,933	-	9,703	21,975
Codding Court	182,000	137,636	44,364	74,954	-	99,115	-	24,161	20,203
Taunton Municipal Light	126,200	91,038	35,162	26,730	-	37,054	-	10,324	24,838
Brayton Point	24,200	3,573	20,627	3,573	24,200	-	-	20,627	-
2 Burroughs Street	96,100	77,254	18,846	1,153	-	1,434	-	281	18,565
Camp Edwards AASF	33,000	22,778	10,222	4,340	-	6,287	-	1,947	8,275
	\$ 34,876,413	\$ 29,713,361	\$ 5,163,052	\$ 20,016,713	\$ 22,354,893	\$ 1,271,535	\$ 710,830	\$ 2,898,885	\$ 2,264,167

See Accountant's Report.

CAPEWAY ROOFING SYSTEMS, INC.

SCHEDULE OF CONTRACTS
12/31/11

SCHEDULE IV

Contracts In Progress	Cumulative 12/31/2011 Revenues Earned	Cost of Revenues	Prior Years Revenues Earned	Cost of Revenues	Current Year Revenues Earned	Cost of Revenues
Regan Court	\$ 538,949	\$ 475,717	\$ 155,320	\$ 131,061	\$ 383,629	\$ 344,656
Centre Wise Lamartine	201,666	283,449	97,582	137,856	104,084	145,593
Wellesley High School	1,382,089	1,234,269	1,091,853	945,249	290,236	289,020
Howe Manning Elementary	362,262	381,928	332,973	332,928	29,289	49,000
Plymouth North High School	1,334,348	1,425,063	245,100	186,902	1,089,248	1,238,161
Goodyear Elementary School	621,165	585,198	411,966	332,949	209,199	252,249
High Plain Elementary	833,265	917,631	733,132	699,415	100,133	218,216
Sharon Middle School	902,694	813,350	299,684	244,487	603,010	568,863
VA Medical Center	1,256,861	1,395,570	292,368	233,583	964,493	1,161,987
Minnechaug Reg High Sch	2,690,467	2,076,746	-	-	2,690,467	2,076,746
UMass Lab Science Bldg	1,279,068	1,013,194	-	-	1,279,068	1,013,194
Quinn Hall @ URI	754,395	649,691	-	-	754,395	649,691
WalMart Cranston RI	476,023	462,691	-	-	476,023	462,691
UMass Roberts & Chestnut	882,056	769,474	-	-	882,056	769,474
Fitchburg State University	10,395	7,899	-	-	10,395	7,899
JW Kilham Elementary	947,798	769,824	-	-	947,798	769,824
Houghton's Pond Bathhouse	2,405	1,939	-	-	2,405	1,939
Marshall Simmonds School	700,866	566,770	-	-	700,866	566,770
USPS Whitman	111,069	99,696	-	-	111,069	99,696
Andre McCoy Field house	229,028	111,695	-	-	229,028	111,695
Connelly Youth Detention	339,874	273,074	-	-	339,874	273,074
Franklin Police Station	137,249	109,409	-	-	137,249	109,409
Knights Campus - CCR1	415,339	339,999	-	-	415,339	339,999
125 Armory Street	222,100	168,439	-	-	222,100	168,439
Quinn Elementary School	825,025	666,817	-	-	825,025	666,817
Burke Elementary School	864,586	686,213	-	-	864,586	686,213
Ocean Spray	32,599	20,573	-	-	32,599	20,573
Medford High School	1,300	1,688	-	-	1,300	1,688
Jefferson Park Daycare	156,015	116,763	-	-	156,015	116,763
Brady Towers	244,850	194,608	-	-	244,850	194,608
Dr John C Page Elementary	950,385	714,393	-	-	950,385	714,393
Umass Boston Wheatley Hall	513,644	631,524	-	-	513,644	631,524
Southfield Commons	88,500	72,524	-	-	88,500	72,524
Narragansett Middle School	888,647	641,020	-	-	888,647	641,020
3M Haverhill	840,259	615,532	-	-	840,259	615,532
Maynard High School	15,864	12,786	-	-	15,864	12,786
Goesmann Lab Renovations	1,088	874	-	-	1,088	874
Brayton Point Arp	48,920	27,182	-	-	48,920	27,182
Leeder Management Props	54,524	43,669	-	-	54,524	43,669
USPS Canton	89,881	84,548	-	-	89,881	84,548
WalMart Walpole MA	72,142	70,897	-	-	72,142	70,897
634 State Road	15,000	6,055	-	-	15,000	6,055
Southgate Apartments	6,174	7,881	-	-	6,174	7,881
Holyoke Public Library	5,149	4,152	-	-	5,149	4,152
Greenfield Community College	137,547	111,802	-	-	137,547	111,802
USPS	97,425	114,301	-	-	97,425	114,301
Abbott School	59,825	34,863	-	-	59,825	34,863
Middlesex Glass	50,877	49,134	-	-	50,877	49,134
James Madison Morton MS	13,918	11,219	-	-	13,918	11,219
Chelsea DPW Yard	41,933	32,230	-	-	41,933	32,230
Codding Court	99,115	74,954	-	-	99,115	74,954
Taunton Municipal Light	37,054	26,730	-	-	37,054	26,730
Brayton Point	24,200	3,573	-	-	24,200	3,573
2 Burroughs Street	1,434	1,153	-	-	1,434	1,153
Camp Edwards AASF	6,287	4,340	-	-	6,287	4,340
	\$ 22,915,598	\$ 20,016,713	\$ 3,659,978	\$ 3,244,430	\$ 19,255,620	\$ 16,772,283

See Accountant's Report.

CAPEWAY ROOFING SYSTEMS, INC.

SCHEDULE OF CONTRACTS
12/31/10

SCHEDULE IV

Contracts In Progress	Cumulative 12/31/2010 Revenues Earned	Cost of Revenues	Prior Years Revenues Eamed	Cost of Revenues	Current Year Revenues Earned	Cost of Revenues
Martha's Vineyard Hospital	\$ 1,399,545	\$ 1,182,267	\$ 942,894	\$ 775,737	\$ 456,651	\$ 406,530
Army Aviation Support	1,311,312	1,048,468	1,173,169	775,175	138,143	273,293
New Public Works Facility	387,492	399,673	6,295	5,128	381,197	394,545
Bates Towers	172,964	168,036	165,804	163,112	7,160	4,924
Salem State Orange Hall	1,082,702	1,018,641	498,717	401,454	583,985	617,187
Memorial Hall	416,642	494,585	89,723	73,301	326,919	421,284
Davies Lincoln RI	506,460	375,597	8,825	6,310	497,635	369,287
Putnam School	375,649	410,926	8,064	4,740	367,585	406,186
Pearl Brook	105,151	99,300	1,635	1,325	103,516	97,975
Goss Building	175,678	142,586	-	-	175,678	142,586
Regan Court	155,320	131,061	-	-	155,320	131,061
Centre Wise Lamartine	97,582	137,856	-	-	97,582	137,856
Whitman Town Hall	543,151	577,890	-	-	543,151	577,890
Wellesley High School	1,091,853	945,249	-	-	1,091,853	945,249
Howe Manning Elementary	332,973	332,928	-	-	332,973	332,928
Plymouth North High School	245,100	186,902	-	-	245,100	186,902
Goodyear Elementary School	411,966	332,949	-	-	411,966	332,949
Pittsfield Courthouse	266,077	219,090	-	-	266,077	219,090
MSSOF Bldg 1176	224,488	228,401	-	-	224,488	228,401
Building 23	390,183	426,901	-	-	390,183	426,901
Jamaica Plains Apartments	355,369	266,426	-	-	355,369	266,426
Occum Hall	218,395	245,081	-	-	218,395	245,081
Oakham Center School	585,335	504,236	-	-	585,335	504,236
Costello Gym & Dugan Hall	491,298	488,803	-	-	491,298	488,803
High Plain Elementary	733,132	699,415	-	-	733,132	699,415
Canterbury Arms Apartments	235,987	257,482	-	-	235,987	257,482
Cranston City Hall	255,847	129,171	-	-	255,847	129,171
Southgate Apartments	122,846	105,007	-	-	122,846	105,007
Sharon Middle School	299,684	244,487	-	-	299,684	244,487
Tufts University	179,768	119,992	-	-	179,768	119,992
ASCG Station	144,178	120,649	-	-	144,178	120,649
Cannon Building	4,918	3,709	-	-	4,918	3,709
VA Medical Center	292,368	233,583	-	-	292,368	233,583
Heritage Commons	26,499	33,120	-	-	26,499	33,120
South College @ UMA	288,863	259,217	-	-	288,863	259,217
Morgan Memorial Goodwill	589,367	512,133	-	-	589,367	512,133
Melnea Cass Reception Ctr	443,170	398,847	-	-	443,170	398,847
Mt Wayte Ave Incinerator	63,895	52,338	-	-	63,895	52,338
McLaughlin Research Corp	159,008	126,632	-	-	159,008	126,632
Engine Co 51	94,153	75,935	-	-	94,153	75,935
FAA ARTCC	132,583	91,463	-	-	132,583	91,463
Marlborough Public Library	45,171	42,537	-	-	45,171	42,537
CVS Pharmacy	69,117	61,862	-	-	69,117	61,862
	\$ 15,523,239	\$ 13,931,431	\$ 2,895,126	\$ 2,206,282	\$ 12,628,113	\$ 11,725,149

See Accountant's Report.