

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

Project: Competitive negotiations pursuant to R.I. Gen Laws § 37-2-20(a)
RFQ # 7464394
Fire Code Upgrades –Group 3
University of Rhode Island, Kingston Campus

BID CLOSING DATE AND TIME: Tuesday, August 13, 2013 at 10:30 AM (ET)

Date: August 5, 2013

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

Submitted by: Alexandra Construction, Inc. 109 Oak St. Newton, MA
(include address,
tel. & FAX nos., Tel: 617-630-8150 Fax: 617-630-8191
and license no.
if applicable) License no.: 366665

Pursuant to R.I. Gen. Laws § 37-2-20 the Division of Purchases solicits a best and final offer for the for the above referenced public works project on behalf of the University of Rhode Island in accordance with the plans and specifications dated May 8, 2013.

Sealed proposals must be submitted on the Rhode Island bid solicitation forms provided. A complete, signed (in ink) offer package must be delivered to the Division of Purchases (via any mail or messenger service) at One Capitol Hill 2nd Floor, Providence, RI 02908-5855 on or before the time and date specified for the opening responses. At that time they will be opened and publicly read aloud.

Documents misdirected to other State locations or which are not submitted to the Division of Purchases at the time of opening for any reason shall 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.

1.1 BASE BID / BEST AND FINAL:

Having examined the place of the work and all matters referred to in the bid documents and in the contract documents prepared by Hughes Associates, Inc. and their consultants for the above referenced project, and in accordance with the plans, specifications and documents of RFQ #7464394, we the undersigned, hereby offer to enter into a contract to perform the base bid work for the sum of:

Two Million Twenty-Eight Thousand Dollars (\$ 2,028,000.)
(written, and numerically)

- We have included the specified allowance from Section 01201 in Division 1 of the Specifications in the above Base Bid sum as follows:

| | |
|--------------------------------------------|---------------------|
| Signage Allowance | \$15,000.00 |
| Architectural Allowance | \$20,000.00 |
| Fire Sprinkler Allowance | \$15,000.00 |
| Fire Alarm Allowance | \$15,000.00 |
| Electrical Allowance | \$15,000.00 |
| Fogarty Hall Temperature Monitoring System | \$15,000.00 |
| Fogarty Hall Room 214 Seating Repair | \$15,000.00 |
| Washburn Hall Structural Allowance | \$25,000.00 |
| <u>Washburn – Basement Exit Stairway</u> | <u>\$100,000.00</u> |
| Total Allowances | \$235,000.00 |

- We have included the required bid security in the above base bid sum. We have included 100% payment and performance bonds in the above base bid sum.
- We have included the complete written Base Bid and the additional “public copy” as required by R.I. Gen. Laws § 37-2-18 and Procurement Regulation 5.11. (See attached)

1.2 EXERCISED ALTERNATES

Previously identified Alternate 1 – Firelite Storefront System at Washburn Hall and Alternate 2 – Firelite Storefront System at Woodward Hall are exercised alternates and therefore BEST and FINAL pricing provided below in the form of an additional cost:

Add Alternate No.1 – Firelite Storefront System (Washburn Hall)

Add: EIGHTY-EIGHT THOUSAND DOLLARS (\$ 88,000)

Add Alternate No.2 – Firelite Storefront System (Woodward Hall)

Add: FORTY-EIGHT THOUSAND DOLLARS (\$ 48,000)

1.3 BEST AND FINAL BID TOTAL

Total of the BASE BID of 1.1 and both EXERCISED ALTERNATES of 1.2, we offer the BEST AND FINAL BID TOTAL.

TWO MILLION ONE HUNDRED SIXTY-FOUR THOUSAND DOLLARS BEST AND FINAL (\$ 2,164,000 .)
(written, and numerically)

1.4 REQUESTS FOR INFORMATION (RFI's) OR CLARIFICATION

Previous requests for information or clarification and their responses relative to RFQ # 7464394 are effective for this BEST AND FINAL solicitation. No further RFI's or clarification will be afforded with this solicitation.

1.5 ACCEPTANCE

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

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

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

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

1.6 CONTRACT TIME

If this Bid is accepted, we will achieve Substantial Completion of the Work by February 28, 2014 and items affecting egress and the egress improvements shall be scheduled during unoccupied hours and the winter intercession, December 22, 2013 – January 21, 2014. We have included all premium time or additional staffing required to accommodate this schedule.

1.7 LIQUIDATED DAMAGES

Time is of the Essence: If we fail to achieve certification of Substantial Completion at the expiration of the agreed upon Contract Time indicated above, we acknowledge that we will be assessed Liquidated

Damages for each calendar day the project continues to be in default of Substantial Completion, as follows:

\$ 1,000.00 per calendar day.

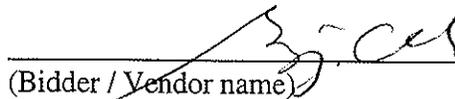
1.8 REQUIREMENT FOR LICENSE NUMBER

License numbers provided with the initial offering have been retained.

1.9 ADDENDA

Acceptance and acknowledgement of previously issued Addenda's with the initial offering have been retained.

1.10 BID FORM SIGNATURE(S)



(Bidder / Vendor name)

By: Gregory Clark

Title: President

END OF DOCUMENT

BID BOND

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

CONTRACTOR:

(Name, legal status and address)

ALEXANDRA CONSTRUCTION, INC.
109 OAK STREET
NEWTON, MA 02464

SURETY:

(Name, legal status and principal place of business):

BERKLEY REGIONAL INSURANCE COMPANY
11201 DOUGLAS AVENUE
URBANDALE, IA 50322

OWNER:

(Name, legal status and address)

STATE OF RHODE ISLAND DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASES
ONE CAPITOL HILL
PROVIDENCE, RI 02908

BOND AMOUNT: \$ FIVE PERCENT (5%) OF THE ATTACHED BID DOLLARS

PROJECT:

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

FIRE CODE UPGRADES - GROUP 3
UNIVERSITY OF RHODE ISLAND - KINGSTON CAMPUS;
FOGARTY, WASHBURN, AND WOODWARD HALL BUILDINGS; RFP NO. 7464394

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 requirements 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.

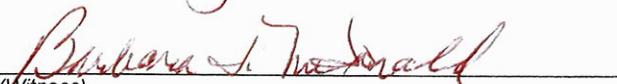
Signed and sealed this 13th day of August, 2013.

ALEXANDRA CONSTRUCTION, INC.

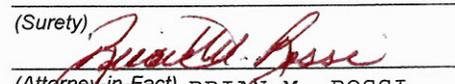

(Witness)


(Principal) (Seal)

GREGORY CLARK, PRESIDENT
(Title)


(Witness)

BERKLEY REGIONAL INSURANCE COMPANY
(Surety) (Seal)


(Attorney-in-Fact) BRIAN M. ROSSI

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Brian M. Rossi, Robert G. Padula, Christopher A. Iannotti, Richard A. Padula, Joseph J. Padula, Christopher A. Plympton, Judith A. Briggs or Elisa Cardone of Gencorp Insurance Group, Inc. of E. Greenwich, RI* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9 day of March, 2012.

Attest:

By [Signature]
Ira S. Lederman
Senior Vice President & Secretary

Berkley Regional Insurance Company

By [Signature]
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 9 day of March, 2012, by Jeffrey M. Hafter and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2012

[Signature]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 13th day of AUGUST, 2013.

(Seal) [Signature]
Andrew M. Tansa

This document is a reproduction of a document that has been scanned. This power of attorney is void unless seals are present and the original document is attached. The background imprint, warning and confirmation can be reversed by rubbing ink.

Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group, LLC is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

**Berkley Surety Group, LLC
412 Mount Kemble Avenue
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department**

Or

email BSGClaim@berkleysurety.com

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.