# AIA® Document A310™ – 1970

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **HK&S Construction Holding, Corp. of PO Box 6,**
*(Here insert full name and address or legal title of Contractor)*
**Newport, RI 02840**

as Principal, hereinafter called the Principal, and **Endurance American Insurance Company of 333**
*(Here insert full name and address or legal title of Surety)*
**Westchester Avenue, White Plains, NY 10604**

a corporation duly organized under the laws of the State of **Delaware**
as Surety, hereinafter called the Surety, are held and firmly bound unto **State of Rhode Island of One Capitol Hill,**
*(Here insert full name and address or legal title of Owner)*
**Providence, RI 02908**

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF AMOUNT BID**
Dollars ($ **5% OF BID** ), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **JL Curran Upper Reservoir Dam 7484384**
*(Here insert full name, address and description of project)*

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

Signed and sealed this **12th** day of **September, 2013**

*(Witness)*

*(Witness)*

**HK&S Construction Holding, Corp.**
*(Principal)* (Seal)

*(Title)*

**Endurance American Insurance Company**
*(Surety)*

*(Title)* **Mark D. Leskanic** *(Seal)*
**Attorney-in-Fact**

AIA Document A310™ – 1970. Copyright © 1963 and 1970 by The American Institute of Architects.

**ENDURANCE AMERICAN INSURANCE COMPANY**

BID1414000929
Seal Number: 14

# POWER OF ATTORNEY

***Know all Men by these Presents***, that ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware corporation (the "Corporation"), with offices at 750 Third Avenue, New York, New York 10017, has made, constituted and appointed and by these presents, does make, constitute and appoint

MARK D. LESKANIC, OSCAR B. JOHNSON, NEWTON S. JOHNSON

its true and lawful Attorney(s)-in-fact, at WALTHAM in the State of MA and each of them to have full power to act without the other or others, to make, execute, seal and deliver for and on its behalf bonds, undertakings or obligations in surety or co-surety with others, also to execute and deliver on its behalf renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of SEVEN MILLION FIVE HUNDRED THOUSAND Dollars ($7,500,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.154

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, a copy of which appears below under the heading entitled "Certificate".
154
This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 and said resolution has not since been revoked, amended or repealed:

> RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

This Power of Attorney shall expire and all authority hereunder shall terminate without notice at 12:01 a.m. (Standard Timer where said attorney(s)-in-fact is authorized to act.) JULY 11TH, 2014.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 12TH day of JULY, 2013 at New York, New York.
(Corporate Seal)

ENDURANCE AMERICAN INSURANCE COMPANY

ATTEST ..... A.N. Wright
Alfred N. Wright, Vice President

By ..... Ronald Diggs
Ronald Diggs, Vice President

STATE OF NEW YORK ss: WHITE PLAINS
COUNTY OF NEW YORK

On the 12TH day of JULY, 2013 before me personally came RONALD DIGGS to me known, who being by me duly sworn, did depose and say that (s)he resides in HELLERTOWN, PENNSYLVANIA that (s)he is a VICE PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that (s)he signed his (her) name thereto by like order.
(Notarial Seal)

.....
Anie Licari, Notary Public - My Commission Expires: October 29, 2015

## CERTIFICATE

STATE OF CALIFORNIA ss: WHITE PLAINS
COUNTY OF LOS ANGELES

I, Joseph C. O'Donnell, the EXECUTIVE VICE PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others and to execute and deliver for and on behalf of the Corporation renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations:

ALFRED N. WRIGHT, RONALD DIGGS

And

RESOLVED FURTHER, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation.

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 12th day of September, 2013.

(Corporate Seal)

Joseph C. O'Donnell, Executive Vice President.

This Document is printed on colored bonded safety paper. Any reproductions are void.

State of Rhode Island and Providence Plantations Contract Offer

# RIVIP BIDDER CERTIFICATION COVER FORM

## SECTION 1 - VENDOR INFORMATION

| | |
|---|---|
| **Bid/RFPNumber:** | 7484384A3 |
| **Bid/RFP Title:** | CONSTRUCTION SVCS. FOR THE RECONSTRUCTION OF THE JL CURRAN UPPER RESERVOIR-ADDENDUM 3 (5 PGS & ZIP) |
| **Opening Date & Time:** | 9/12/2013 10:00 AM |
| **RIVIP Vendor ID #:** | 34587 |
| **Vendor Name:** | HK&S CONSTRUCTION HOLDING CORP. |
| **Address:** | 51 America's Cup Avenue |
| | Newport , RI 02840 |
| | USA |
| **Telephone:** | (401) 847-7350 |
| **Fax:** | (401) 847-7351 |
| **E-Mail:** | HugoKeyandSon@Verizon.net |
| **Contact Person:** | JONATHAN KEY |
| **Title:** | PRESIDENT |
| **R.I. Foreign Corp #:** | |

### REVISED NOTICE TO VENDORS

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

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

## SECTION 2 – REQUIREMENTS

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

Section 2.1 - RULES FOR SUBMITTING OFFERS

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

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

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

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

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

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

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

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

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

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

2.4.2 (a) Apprenticeship. Rhode Island General Laws §37-13-3.1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars ($1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

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

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

## SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.
3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

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

## SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

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

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

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

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

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

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

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

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

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

## SECTION 5 – CERTIFICATIONS AND DISCLOSURES
## ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

**Offerors must respond to every disclosure statement.**

**A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.**

Indicate Yes (Y) or No (N):

N 1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.

N 2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

N 3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than $5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

Y 4. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.

Y 5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".

Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.

Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.

Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

Y 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.

Y 11. NEW REVISED REQUIREMENT* - IMPORTANT!!! I/we hereby acknowledge that I/we understand that EFFECTIVE JANUARY 1, 2013 all *public works project* related bids or proposals exceeding FIVE HUNDRED THOUSAND ($500,000) DOLLARS, inclusive of all proposed alternates, must include a "public copy" as required by R.I. Gen. Laws § 37-2-18(j) and the State Procurement Regulations. It is further understood that any bid or proposal in excess of FIVE HUNDRED THOUSAND ($500,000) DOLLARS which does not include a copy for public inspection shall be deemed to be non-responsive.

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

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

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

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1–3 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #4–12 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.) Date 9-12-13

Jonathan Key President
Name and Title of company official signing offer

Print

**SECTION 00310**
**BID PROPOSAL**

TO THE CHIEF PURCHASING OFFICER OF THE STATE OF RHODE ISLAND, acting in the name and on behalf of the Department of Environmental Management, Division of Planning and Development.

The undersigned proposes to furnish all labor and materials required for the **Reconstruction of Curran Upper Reservoir Dam, Cranston, Rhode Island** in accordance with the accompanying Contract Documents, plans and specifications prepared by the Department of Environmental Management, Division of Planning and Development for the Bid Price specified below, subject to additions and deductions according to the terms of the contract documents.

A. ADDENDA

This bid includes Addenda numbered: 1 and dated: 8-9-13
This bid includes Addenda numbered: 2 and dated: 8-20-13
This bid includes Addenda numbered: 3 and dated: 9-6-13

B. BASE BID

Total proposed Base Bid Price and including the Owner controlled contingency is:

Four million three hundred twelve thousand five hundred thirty four DOLLARS ($4,312,534.00)
(Price in Words) (Numbers)

BASE BID BREAKDOWN:

| ITEM | ITEM DESCRIPTION | UNIT | ESTIMATED QUANTITY | In dollars and cents UNIT PRICE | AMOUNT BID |
|---|---|---|---|---|---|
| 1 | General Contract Requirements, General Conditions, and Mob/Demob | Lump Sum | NA | NA | $200,000.00 |
| 2 | Testing Lab Services | Lump Sum | NA | NA | $ 20,000.00 |
| 3 | Temporary Facilities | Lump Sum | NA | NA | $ 25,000.00 |
| 4 | Site Preparation and Demolition | Lump Sum | NA | NA | $1,000,000.00 |
| 5 | Sedimentation and Erosion Control | Lump Sum | NA | NA | $30,000.00 |
| 6 | Dewatering & Control of Water | Lump Sum | NA | NA | $150,000.00 |
| 7 | Excavation Support & Cofferdams | Lump Sum | NA | NA | $200,000.00 |
| 8 | Earthwork, Site Work, Excavation, and Filling | Lump Sum | NA | NA | $1,017,534.00 |
| 9 | Articulated Concrete Block | Lump Sum | NA | NA | $300,000.00 |
| 10 | Permanent Sheet Piling | Lump Sum | NA | NA | $320,000.00 |
| 11 | Cast-In-Place & Precast Concrete Spillway | Lump Sum | NA | NA | $800,000.00 |
| 12 | Reconstruction of Low Level Outlet | Lump Sum | NA | NA | $250,000.00 |

**Total of Base Bid Breakdown** $4,312,534.00

NOTE: The sum of the price of all 12 Base Bid Items should equal the Total Proposed Base Bid Price. In case of a conflict the Total Proposed Base Bid Price shall govern.

C. ALTERNATIVES:
There are no alternatives

D. GENERAL CONTRACTOR AND SUBCONTRACTOR BASE BID PRICE BREAKDOWN
The PROPOSED BASE BID PRICE IS SUBDIVIDED AS FOLLOWS:
ITEM 1. The work of the General Contractor, being all work performed by the General Contractor's own work force:

Four million three hundred twelve thousand five hundred thirty four DOLLARS $4,312,534.00
(Price in words) (Numbers)

ITEM 2. The work of the General Contractor, being all work performed by a subcontractor not part of the General Contractor's own work force covered by ITEM 1 above:

| SUB-TRADE | NAME OF SUBCONTRACTOR | AMOUNT |
|---|---|---|
| NONE | | $ |
| | | $ |
| | | $ |

TOTAL OF ITEM NO. 2: _____ $ 0.00
(Price in Words) (Price in Numbers)

E. QUALIFICATIONS OF SUBCONTRACTORS

The undersigned agrees that each of the above-named will be used for the work indicated at the amounts stated, unless a substitution is made with prior written approval of the Owner.

The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by the subcontractors as required herein and that all of the cost of all such premiums is included in the amount set forth in item 1 of this bid.

F. LEGAL ORGANIZATION

The undersigned is a ~~(an)~~ corporation (Individual-Partnership-Corporation-Joint Venture). Attach copies of articles of incorporation or partnership agreement, and Rhode Island Secretary of State's Certificate of Good Standing.

G. QUALIFICATIONS TO PERFORM WORK

The undersigned offers the following information as evidence of its organizational qualifications to perform the work as bid upon according to all requirements of the plans and the specifications.

1. The undersigned has been in business as a General Contractor under present business name for 7 years.

2. List at least two and no more than five recent projects on which the undersigned served as the General Contractor for work of similar character as required for the above named project, along with the date of the project, the name of the Architect/Engineer, and the contract price

| | PROJECT NAME | DATE | ARCHITECT/ENGINEER | CONTRACT PRICE |
|---|---|---|---|---|
| 1. | URI Louttit Pond Dam | 5/2010 | Fuss & O'Neill | $583,458 |
| 2. | Hope Valley Mill Dam | 8/2013 | RI DEM Robert Bailey | $218,984 |
| 3. | | | | $ |
| 4. | | | | $ |
| 5. | | | | $ |

3. List all construction contracts between the undersigned and the State of Rhode Island in the past five (5) years:

| | PROJECT NAME | DATE | STATE AGENCY | STATE CONTACT PERSON | CONTRACT PRICE |
|---|---|---|---|---|---|
| 1. | Hurricane Sandy Bride Scour | June '13 | RI DOT | Everett Sammartino | $ 341,000 |
| 2. | Hurricane Sandy Repairs Ocean Ave | April '13 | RI DOT | Joseph Godino | $ 1,418,034 |
| 3. | RT 403 Landscaping Phase 2 | June '12 | RI DOT | Steve Saracino | $ 642,914 |
| 4. | Mt. Hope Boat Ramp Imp's | Aug 2010 | RI DEM | James McGinn | $ 1,038,177 |
| 5. | URI Louttit Pond Dam | May 2010 | URI | Andy Alcusky | $ 583,458 |
| 6. | Fort Adams Stamped Concrete | Aug '09 | RI DEM | James McGinn | $ 131,472 |
| 7. | Hope Valley Mill Dam | Aug '13 | RI DEM | Robert Bailey | $ 218,984 |
| 8. | Lewis City Bridge Replacement | Aug '13 | RI DEM | Robert Bailey | $ 142,490 |
| 9. | N. West Bike Trail | current | RI DOT | Tony Mawad | $ 1,154,534 |
| 10 | Two Way Road Conversion | Aug '13 | RIC | Kevin Fitta | $ 537,749 |

H. VIOLATION OF RI/DEM LAWS AND REGULATIONS

The undersigned is / (is not) (Please circle one) currently cited as being in violation of any law or regulation administered by the Department of Environmental Management.
If Yes please explain._____

I. REQUIREMENT FOR LICENSE NUMBER

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode

Island license number for work to be performed by this firm as prime contractor is:

LICENSE NUMBER: 29254

**he undersigned acknowledges by signature below that the undersigned has read and understands the Information to Bidders, the terms of which are hereby incorporated into this Proposal.**

DATE: September 12, 2013

BIDDER: HKS Construction Holding Corp.

BY: _____ President
Signature Title

BUSINESS ADDRESS: 51 Americas Cup Ave
Newport RI 02840

TELEPHONE NUMBER: (401) 847-7350

FEIN NO.: 20-4019558

**********END OF PROPOSAL**********