

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

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFP Number:** 7513371  
**Bid/RFP Title:** REPAIRS & PREVENTIVE MAINTENANCE FOR POWERS PARKING GARAGE, PROV. - DOA (6 PGS & ZIP FILE)  
**Opening Date & Time:** 10/23/2013 1:45 PM  
**RIVIP Vendor ID #:** 70380  
**Vendor Name:** Structural Preservation Systems, Inc  
**Address:** 451 Ward Street Extension  
Wallingford, CT 06492  
USA  
**Telephone:** 203-269-7552  
**Fax:**  
**E-Mail:** jblank@structural.net  
**Contact Person:** Jerry Blank  
**Title:** BusinessDevelopment  
**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](http://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](http://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](http://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):

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.
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.
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.
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.
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".
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.
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.
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.
9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
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](http://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.

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](http://www.purchasing.ri.gov) .

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.

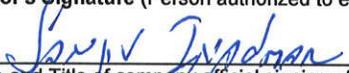
---

---

---

---

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 12/22/13  
  
Name and Title of company official signing offer Print  
 



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](http://www.purchasing.ri.gov)

TERMS AND CONDITIONS FOR BID 7513371

**RIVIP**

It is the Vendor's responsibility to check and to download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer. 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.

**START**

Starting date Nov. 20, 2013 no. of working days required for completion 138

**SURETY**

Bidder is required to provide a bid surety in the form of a bid bond or a certified check payable to the State of Rhode Island in the amount of a sum not less than five percent (5%) of the bid price. Bid surety must be attached to the bid form. The successful bidder will also be required to furnish performance and labor and payment bonds at time of tentative contract award.

**WAGE**

Bidders are advised that all provisions of Title 37 Chapter 13 of the General Laws of Rhode Island apply to the work covered by this request, and that payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime, and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors. The prevailing wage table may be obtained at the RI Division of Purchases homepage by internet at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). Select "information" and then select "prevailing wage table". The State of Rhode Island uses the General Decision Number RI20100001. Printing the entire document averages approximately one minute per page - you may want to print only the pages applicable to your bid. Bidders note: in the event this bid specifies price offers on a time-and-materials basis, i.e., an hourly rate, any or all bids submitted in an amount less than the prevailing rate in effect for the work covered by this request as of the date of bid issuance shall be rejected by the division of purchases.



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](http://www.purchasing.ri.gov)

**INSURANCE**

An insurance certificate in compliance with provisions of Item 31 (insurance) of the General Conditions of Purchase is required for comprehensive general liability, automobile liability, and workers' compensation and must be submitted by the successful bidder(s) to the Division of Purchases prior to award. The insurance certificate must name the State of Rhode Island as certificate holder and as an additional insured. Failure to comply with these provisions may result in rejection of the offeror's bid. Annual renewal certificates must be submitted to the agency identified on the purchase order. Failure to do so may be grounds for cancellation of contract.

Note: if this bid covers construction, school busing, hazardous waste, or vessel operation, applicable coverages from the following list must also be submitted to the Division of Purchases prior to award: \* professional liability insurance (aka errors & omissions) - \$1 million or 5% of estimated project cost, whichever is greater. \* builder's risk insurance - coverage equal to face amount of contract for construction. \* school busing - auto liability coverage in the amount of \$5 million. \* environmental impairment (aka pollution control) - \$1 million or 5% of face amount of contract, whichever is greater. \* vessel operation - (marine or aircraft) - protection & indemnity coverage required in the amount of \$1 million.

**LICENSE**

Vendor (owner of company) is responsible to comply with all licensing or state permits required for this type of service. A copy of license/permit should be submitted with this bid. In addition to these license requirements, bidder, by submission of this bid, certifies that any/all work related to this bid, and any subsequent award which requires a Rhode Island license(s), shall be performed by an individual(s) holding a valid Rhode Island license.

**INSPECTION**

Bidders are responsible for inspection of equipment and/or location, taking measurements\* when required, and making themselves aware of the total requirement before submitting a bid. \*measurements provided with any bid are for reference purposes and are not guaranteed to be completely accurate.

**APPRENTICE**

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 (\$1,000,000.00) 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.



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](http://www.purchasing.ri.gov)

**SUBSTITUTIONS**

A) The materials, products, and equipment described in the bidding documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. B) No substitution will be considered prior to receipt of bids unless written request for approval has been received by the architect at least 10 days prior to the date for receipt of bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance, and test data and other information necessary for an evaluation. a statement setting forth changes in other materials, equipment, or other portions of the work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The architect's decision of approval or disapproval of a proposed substitution shall be final. C) If the architect approves a proposed substitution prior to receipt of bids, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner. D) No substitutions will be considered after the contract award unless specifically provided for in the contract documents.

**SECTION 00300**  
**BID FORM**

REPAIR and PREVENTIVE MAINTENANCE  
of the  
POWERS PARKING GARAGE  
Providence, Rhode Island

**TO:** The Department of Administration  
Division of Purchases  
One Capitol Hill  
Providence, RI 02908-5853

**PROJECT:** Repair and Preventive Maintenance of the Powers Garage  
One Capitol Hill  
Providence, RI 02908-5853

**FROM:** (Bidder) Structural Preservation Systems, LLC  
(Address) 451 WARD STREET Extension  
(City, State, Zip) Wallingford, CT 06492

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

LICENSE NUMBER: 37307

The undersigned hereby declares that he has carefully examined all bidding and contract documents, and hereby proposes and agrees to provide all supervision, labor, materials, plant, equipment, transportation and other facilities as necessary and/or required to execute all the work described by the aforesaid documents for the restoration of the referred projects, for the total consideration of:

\_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_ . Sum of Base Bid Items 1 through 24.

**SECTION 00300**  
**BID FORM**

REPAIR and PREVENTIVE MAINTENANCE  
of the  
POWERS PARKING GARAGE  
Providence, Rhode Island

**TO:** The Department of Administration  
**Division of Purchases**  
One Capitol Hill  
Providence, RI 02908-5853

**PROJECT:** Repair and Preventive Maintenance of the Powers Garage  
One Capitol Hill  
Providence, RI 02908-5853

**FROM:** (Bidder) Structural Preservation Systems, LLC  
(Address) 451 WARD ST.  
(City, State, Zip) WALLINGFORD, CT. 06492

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

LICENSE NUMBER: 37307

The undersigned hereby declares that he has carefully examined all bidding and contract documents, and hereby proposes and agrees to provide all supervision, labor, materials, plant, equipment, transportation and other facilities as necessary and/or required to execute all the work described by the aforesaid documents for the restoration of the referred projects, for the total consideration of:

One Million Three Hundred Sixty Thousand Two  
Hundred and Thirty

\$ 1,360,230- . Sum of Base Bid Items 1 through 24.

*Structural Preservation Systems LLC*  
(BIDDER'S NAME)

ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
--------------------	------------	------------

Bid Item #1 – Mobilization and Demobilization

For setting up all necessary general plant storage area and facilities required by State laws and City ordinances and the general mobilization and demobilization of equipment required for completion of the work as shown on drawings, specifications or work ordered by the Engineer.

LUMP SUM = \$ 11,045.-

Bid Item #2 – Full Depth Waffle Slab Dome Repair

Work shall include full depth repair at deteriorated sections of the waffle slab domes using 5,000 psi concrete. This work shall include marking out repair areas for review by the Engineer prior to demolition; shoring of adjacent waffled slabs before demolition as necessary; sawcutting 1/2" at the periphery of repair area; demolish concrete using 30 lb (max) jackhammers; sandblast cleaning of existing reinforcing steel scheduled to remain; supplement with new epoxy coated reinforcing as directed by the engineer; formwork for new slabs; necessary falsework and placement of new concrete. Included in this work is provision of a tooled, sealed joint around the periphery of the repair area. The work shall be as per detail 1/R-5 and in accordance with Sections 03200, 03240, 03300 (or 03320) and 07900 of the specifications.

7,000 SF x \$ 44.03 /SF = \$ 308,235.-

Bid Item #3 – Partial Depth Concrete Repair at Supported Areas

Work shall include the demolition of deteriorated concrete slabs at the supported areas and the subsequent placement of new 5000-psi concrete. The repair of deteriorated concrete consists of marking out the repair area in the presence of the engineer; sawcutting (1/2" deep) around perimeter of the repair area; removal of existing concrete slab (delaminated and sound) using 15 lb chipping hammers to a depth of 3/4" below the existing reinforcing; sandblast clean exposed reinforcing; supplement steel that has lost more than 20% of its original cross section; placing, finishing and curing new concrete. Included in this work is the removal of the existing waterproofing membrane at concrete repair areas. Also included in this work shall be the provision of a tooled joint around the periphery of the repair area and sealing the same with a two component polyurethane sealant. Contractor shall be responsible for repairing damage due to their activities at their own cost. The work shall be as per Detail 1/R-5 and in accordance with Sections 03200, 03240, 03300 (or 03320) and 07900 of the specifications.

400 SF x \$ 40.62 /SF = \$ 16,250

Bid Item #4 – Partial Depth Concrete Repair at Slab-on-Grade

Work shall include the demolition of deteriorated areas of the slab-on-grade and the subsequent placement of new 5,000-psi concrete. The repair of deteriorated concrete consists of sounding and marking out the repair area for the review of the engineer; sawcutting (1/2" deep) around perimeter of the repair area; removal of existing concrete slab (delaminated and sound) using 25

BID FORM

00300/2

*Structural Restoration Systems LLC*  
(BIDDER'S NAME)

ESTIMATED  
QUANTITY

UNIT  
PRICE

TOTAL  
COST

lb chipping hammers to a depth of 3/4" below the existing reinforcing; sandblast clean exposed reinforcing; supplement steel that has lost more than 20% of its original cross section; placing, finishing and curing new concrete. Included in this work shall be the provision of a tooled joint around the periphery of the repair area and sealing the same with a two component polyurethane sealant. Cut out and remove existing WWF leaving at least two grids along perimeter of repair. Install new epoxy coated 6x6-W2xW2 WWF. Contractor shall be responsible for repairing damage due to their activities at their own cost. The work shall be per Detail 1/R-6 and in accordance with Sections 03200, 03240, 03300 (or 03320) and 07900 of the specifications.

75 SF x \$ 41.60 /SF = \$ 31.20

Bid Item #5 – Overhead and Vertical Concrete Repair

Work shall include repair of deteriorated underside portions of the concrete drop panels and beams at the columns in the garage using an approved trowel applied or pumpable mortar per Detail 2/R-5. This work consists of marking out repair areas for review by the Engineer prior to demolition, sawcutting around periphery of repair area, removal of delaminated, spalled and sound concrete to a depth of 3/4" behind existing reinforcing using chipping hammers; sandblast clean exposed reinforcing; supplement steel that has lost more than 20% of its original cross section. Patch repair area using a polymer modified repair mortar as per manufacturers' recommendations and in accordance with Section 03320 of the specifications.

20 SF x \$ 123.75 /SF = \$ 2475-

Bid Item #6 – Overhead Waffle Slab Rib Repair

Repair of deteriorated waffle ribs using an approved trowel applied or pumpable mortar as per Detail 2/R-5. This work consists of marking out repair areas for review by the Engineer prior to demolition, sawcutting around periphery of repair area, removal of delaminated, spalled and sound concrete to a depth of 3/4" behind existing reinforcing using chipping hammers, sandblast cleaning of exposed reinforcement and patch repair area using a polymer modified repair mortar as per manufacturers recommendations and in accordance with Section 03320 of the specifications. The work will be paid per lineal feet of rib repaired full width to an average depth of 3" inches.

175 LF x \$ 126.45 /LF = \$ 22130-

Bid Item #7 – Column Spall Repair

This work consists of concrete repair of columns as per Detail 3/R-5. This work consists of sawcutting around periphery of repair area; removal of delaminated, spalled and sound concrete to a depth of 3/4" behind existing reinforcing using chipping hammers; sandblast clean exposed reinforcing; apply an approved repair mortar as per manufacturers recommendations and in accordance with 03320 of the specifications.

**BID FORM**

**00300/3**

*Raymond Preservation Systems LLC*  
(BIDDER'S NAME)

ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL COST
100	SF	x \$ 102.80	/SF = \$ 10,280 -

Bid Item #8 – Concrete Curb Repair

Work shall include the demolition of deteriorated concrete curbs and the subsequent placement of new 5,000-psi concrete. The repair of deteriorated concrete consists of marking out the repair area in the presence of the engineer; sawcutting (½" deep) around perimeter of the repair area; removal of existing concrete curb (delaminated and sound) using 25 lb chipping hammers to a depth of ¾" below the existing reinforcing; sandblast clean exposed reinforcing; supplement with new epoxy coated reinforcing as directed by the engineer, placing, finishing and curing new concrete. The work shall be as per detail 2/R-6 and in accordance with Sections 03200, 03240 and 03300 (or 03320) of the specifications.

100	SF	x \$ 46.40	/SF = \$ 4,640 -
-----	----	------------	------------------

Bid Item #9 – Remove and Replace CMU Block

Remove and replace deteriorated CMU blocks at locations determined by the engineer in the field. This work shall be done in accordance with Section 04200 of the specifications. New CMU blocks to match existing.

15	EA	x \$ 109.66	/EA = \$ 1,645 -
----	----	-------------	------------------

Bid Item #10 – New 'Wabo' Expansion Joint Seals at Levels A, B and C

Furnish and install new watertight expansion joint seals as per Details 3/R-6 and 4/R-6. Included in this work shall be the removal of existing seals, associated concrete work, and preparation of surfaces to receive new seals. Also include is proper termination of all joints and turning up at columns, curbs, walls, etc. This work shall be in accordance with Section 07910 of the specifications.

618	LF	x \$ 193.71	/LF = \$ 119,715 -
-----	----	-------------	--------------------

Bid Item #11 – New 'Emseal' Expansion Joint Seals at Plaza Level

Furnish and install new watertight expansion joint seals as per Details 6/R-6 and 7/R-6 at paver areas and sill/window areas, at plaza level. Included in this work shall be the removal of existing seals, associated concrete work, and preparation of surfaces to receive new DSM joint seals. Also included is proper termination of all joints. At the paver areas adjacent to the joint, work includes removal and replacement of existing pavers to match existing and flashing new membrane to existing membrane. This work shall be in accordance with Section 07910 of the specifications.

*Structural Preservation Systems LLC*  
(BIDDER'S NAME)

ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
215 LF x \$	246.11	/LF = \$ 52,915

Bid Item #12 – Rout and Seal Floor Cracks

Rout a V-shaped groove (1/2" x 1/2") at existing floor cracks greater than 1/16" in width, clean existing concrete surface and apply two component polyurethane joint sealant. This work shall be as per Detail 4/R-7 and in accordance with Section 07900 of the specifications. The locations of the work are as shown on the plans and/or as indicated by the Engineer in the field.

150 LF x \$ 10.20 /LF = \$ 1530-

Bid Item #13 – Remove and Replace Caulk Sealant at Supported Level Construction Joints (Levels A and B)

Remove existing sealant (if necessary), rout square groove (1/2" x 1/2") at existing caulk/construction joints, install bond breaker tape and apply two component polyurethane joint sealant. This work shall be as per Detail 4/R-7 and in accordance with Section 07900 of the specifications. The locations of the work are as shown on the plans and/or as indicated by the Engineer in the field.

1,650 LF x \$ 7.75 /LF = \$ 12,790-

Bid Item #14 – Rout and Seal Grade Level Construction Joints (Level C)

At grade level areas, rout a V-shaped groove (1/2" x 1/2") at existing unsealed construction joints greater than 1/16" in width, clean existing concrete surface and apply two component polyurethane joint sealant. This work shall be as per Detail 4/R-7 and in accordance with Section 07900 of the specifications. Locations as shown on plans and as directed by the Engineer in the field.

8,000 LF x \$ 6.56 /LF = \$ 52,530-

Bid Item #15 – Remove and Replace Deteriorated Membrane

Remove existing membrane as directed by the engineer in the field, by acceptable mechanical means. No extras will be paid to repair damaged surfaces from the removal work. Shotblast clean all surfaces to receive waterproofing membrane and install as per manufacturers recommendations. Lap new membrane minimum of 6 inches to existing. This work shall be in as per Detail 1/R-7 and in accordance with Sections 07120 and 07900 of the specifications.

2,000 SF x \$ 4.84 /SF = \$ 9,680-

Bid item #16 – New Waterproofing Membrane at Repair Areas

Shotblast clean all surfaces at repair areas to receive waterproofing membrane and install as per

*Structural Preservation Systems LLC*  
(BIDDER'S NAME)

ESTIMATED  
QUANTITY

UNIT  
PRICE

TOTAL  
COST

manufacturers recommendations. All surfaces shall receive a new base coat. This work shall be as per Details 1/R-7 and 3/R-7, and in accordance with Section 07120 of the specifications.

7,400 SF x \$ 2.09 /SF = \$ 15,485-

Bid Item #17 – Re-coat Waterproofing Membrane at Balance of Supported Areas (Levels A and B)

After concrete, crack and joint repairs are complete at the supported areas of the parking garage, shotblast clean balance of supported surfaces and recoat with a full waterproofing membrane system. Install membrane as per manufacturers recommendations. This work shall be as per Detail 1/R-7 and in accordance with Section 07120 of the specifications.

113,500 SF x \$ 3.42 /SF = \$ 389,025.-

Bid Item #18 – New Corrosion Inhibiting Sealer at Level C

Shotblast clean horizontal surfaces at level C and apply a penetrating water repellent surface sealer as per Detail 5/R-7 and in accordance with the manufacturer's installation procedure and Section 07140 of the specifications.

77,400 SF x \$ .51 /SF = \$ 39,670.-

Bid Item #19 - Drainage Improvements

19a) Remove and Replace Floor Drains

Remove existing drains and furnish and install new floor drains as per Detail 5/R-6, at locations as shown on the plans and/or as indicated by the Engineer in the field. Included in this work shall be the provision of a tooled joint along the periphery of the repair area. This work shall be in accordance with Section 15413 of specifications.

21 EA x \$ 944.28 /EA = \$ 19,830

19b) Supplemental Floor Drains

Furnish and install new floor drains as per Detail 5/R-6, at locations as shown on the plans and/or as indicated by the Engineer in the field. Included in this work shall be flood testing as required to place drain and the provision of a tooled joint along the periphery of the repair area. This work shall be in accordance with Section 15413 of specifications.

23 EA x \$ 944.34 /EA = \$ 21,720

Structural Restoration 1.1

(BIDDER'S NAME)

ESTIMATED  
QUANTITY

UNIT  
PRICE

TOTAL  
COST

19c) Remove and Replace Plaza Level Drains

Remove existing drains and furnish and install new plaza level drains as per Detail 6/R-7 at existing drain locations, as shown on drawings and as directed by the engineer in the field. Included in this work is the provision of a tooled joint along the periphery of the repair area. This work shall be in accordance with Section 15413 of specifications.

16 EA x \$ 1,149.68 /EA = \$ 18,395

19d) Install Piping at New Drains

Furnish and install necessary cast iron no-hub piping and required items to connect the new drains to existing piping as shown on the drawings or as directed by the Engineer in the field.

350 LF x \$ 53.22 /LF = \$ 18,627

19e) Replace Deteriorated Piping

Remove existing broken/damaged section of drain pipes with cast iron no-hub piping at locations as directed by the Engineer in the field.

375 LF x \$ 53.22 /LF = \$ 19,962

19f) Miscellaneous Drainage Repairs

This work consists of cleaning out the existing drain bodies, including plaza level area and trench drains and snaking the existing drain lines in the parking garage, at the start of work and upon completion of work. All drains shall be at full functional capacity.

LUMP SUM = \$ 10,490

Bid Item #20 – New Traffic Striping

Provide new striping and painted handicap signage same as existing and in accordance with Section 09900 of the specifications, at the newly coated parking levels.

200,300 SF x \$ .054 /SF = \$ 10,820

Bid Item #21 – Repaint Surfaces

Repaint all concrete, CMU and metal surfaces in the parking garage and garage stair towers, which are currently painted, same as existing and in accordance with Section 09900 of the specifications.

LUMP SUM = \$ 93,070

*Structural Restoration Systems LLC*  
(BIDDER'S NAME)

ESTIMATED  
QUANTITY

UNIT  
PRICE

TOTAL  
COST

Bid Item #22 – Miscellaneous Repairs

General Conditions; Traffic control and maintenance; Erection, maintenance and removal of temporary dustproof partitions; barricades around work area; general cleanup and incidentals necessary to complete the work as shown on plans and as specified.

LUMP SUM = \$ 46,755 -

Bid Item #23 – Overhead Spray-on Fireproofing Repair

At ceiling of Level B in the area roughly bound by column lines C & F and 1 & 3, repair existing overhead fireproofing same as existing.

40 SF x \$ 60 - /SF = \$ 2400

Bid Item #24 – Electrical Allowance

Allowance to be drawn against for moving electrical fixtures required to make repairs and/or repairing embedded electrical systems that may be damaged during demolition.

ALLOWANCE = \$ 25,000

TOTAL BASE BID

(Sum of Bid Items 1 thru 24)

\$ 1,360,230.00

*Structural Preservation Systems LLC*  
(BIDDER'S NAME)

## GENERAL REQUIREMENTS

The bidder shall, before submitting his Proposal, carefully examine the Contract Documents. He shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting The Work and the detailed requirements of construction. If his Proposal is accepted, he will be responsible for all errors in his Proposal resulting from his failure or neglect to comply with these instructions or errors in judgment arising from said inspections of the work site and examination of the Contract Documents. The Engineer and/or the Owner will, in no case, be responsible for any losses or change in Contractor's anticipated profits resulting from such failure or neglect.

If the bidder finds any language in the Contract inconsistent, vague or difficult to understand or interpret, for any reason, he shall request clarification in writing from the Engineer or Owner not less than 5 working days prior to the scheduled dates for response thereto in writing to all bidders known to the Owner. Unless the bidder seeks clarification in accordance with this paragraph, he will be deemed to have waived his rights, if any he had, to object to said Contract language as vague or misleading for any reason.

When the plans and Special Provisions include information pertaining to surface observations, material testing and other preliminary investigations, such information represents only the opinion of the Engineer as to the location, character, or quantity of the materials encountered and is only included for the convenience of the bidder. The Owner/Engineer assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, and there is no guarantee, either expressed or implied, that the conditions indicated are accurate or unanticipated developments may not occur. Said information shall not be considered by the parties as a basis for the Contract award amount.

The Bidder agrees that adequate time was allowed the bidder to inspect all work sites and, unless express written request has been made, the Engineer/Owner will be presumed to have supplied the bidder all the information and access required to adequately complete the Proposal.

The estimated quantities of work to be done and materials to be furnished under these Specifications are given in the Proposal. All quantities are to be considered as approximate and are to be used only for comparison of bids and as a basis for computing amounts of bid bonds, payments bonds and performance bonds to be furnished. The unit and lump sum prices to be tendered by the bidders are to be for the scheduled quantities as they may be increased or decreased.

Sanctus Projectors LLC  
(BIDDER'S NAME)

Payments will be made to the Contractor only for the actual quantities of work performed and materials furnished in accordance with the Plans and Specifications. The scheduled quantities may each be increased or diminished or entirely deleted. Such changes may become necessary for the best interest of the project due to circumstances not known at the time the Contract was entered into or arising thereafter. In the event, in the sole judgment of the Owner or its representative such changes become necessary, the lump sum and unit prices set forth in the Proposal and embodied in the Contract shall remain valid.

Work acceptance is to be made by the Engineer.

Any extra work beyond the scheduled quantities requiring additional cost to the Owner shall be approved by the Owner prior to taking such action. Claims for extra work which have not been authorized in writing by the Owner and approved by the Engineer will be rejected and the Contractor shall not be entitled to payment thereof.

#### CONSTRUCTION TIME

The undersigned agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed", and proposes to complete all work in the Base Contract by:

May 1, 2014

#### RIGHT TO REJECT BIDS AND SIGNING CONTRACTS

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all bids. If written notice of acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this bid is withdrawn by written notification, the undersigned agrees to execute and deliver a Contract in the prescribed form. The Work shall be commenced by the successful bidder within 14 days after the Notice to Proceed from the Owner.

Structural Preservation Systems LLC  
(BIDDER'S NAME)

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following addenda:

ADDENDUM NUMBER	DATE OF ADDENDUM
<u>#1</u>	<u>9/24/2013</u>
<u>#2</u>	<u>9/27/2013</u>
<u>#3</u>	<u>10/7/2013</u>
<u>#4</u>	<u>10/9/2013</u>
<u>#5</u>	<u>10/11/2013</u>
<u>#6</u>	<u>10/17/2013</u>
<u>#7</u>	<u>10/18/2013</u>

GENERAL STATEMENT

The undersigned has checked all of the above figures, and understands that the owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids and waive all technicalities and informalities in connection therewith. It is agreed that this Bid may not be withdrawn for a period of 60 days from the time of opening.

The undersigned declares that the person or persons signing this bid is/are fully authorized to sign on behalf of the firm listed, to all of the Bid's conditions and provisions thereof.

It is agreed that no persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this Bid or the contract that may be entered into as a result of this Bid and that in all respects the Bid is legal and firm, submitted in good faith without collusion or fraud.

It is agreed that the undersigned has complied and/or will comply with all requirements of local, state or national laws, and that no legal requirements has been or will be violated in making or accepting this Bid, in awarding the contract to him and/or in the prosecution of the work required.

Structural Preservation Systems LLC  
(BIDDER'S NAME)

SUBCONTRACTOR'S LIST (If applicable)

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

WORK \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

WORK \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

WORK \_\_\_\_\_

SIGNATURE OF BIDDER

(Date) 12/22/13 day of Oct 20 13

(Firm Name) Structural Preservation Systems, LLC

(Address) 451 Wood St. Extension Wallingford, CT 06492 (Seal)

(Signature) [Handwritten Signature]

(Name Typed) Sanjiv Prasad

(Title) Sr. PM

Structural Preservation Systems LLC  
(BIDDER'S NAME)

BID GUARANTEE

The undersigned agrees that this bid may be held by the owner for a period not exceeding sixty (60) days from the date set up for the opening of the bids and that the bid may be withdrawn within that period.

IN WITNESS WHEREOF the undersigned Bidder has caused their signature and seal to be affixed thereto by duly authorized officers this 23 day of October, 2013

FIRM NAME Structural Preservation Systems LLC

BY Sanjiv Jindal

TITLE Secretary

TELEPHONE NO. 203 269 7552

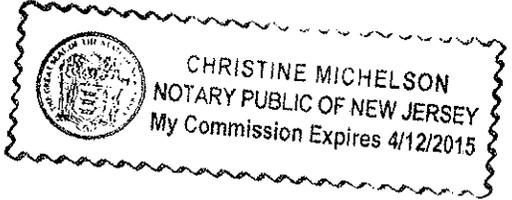
OFFICIAL ADDRESS 451 Ward St. Extension  
Wallingford, CT 06492

[Signature]  
Signature

[Signature]  
Witness

Attest:

[Signature]  
Notary Public



BID FORM

00300/13

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Structural Preservation Systems LLC  
7455-T New Ridge Road, Hanover, MD 21076-3143

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland  
1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of MD

as Surety, hereinafter called the Surety, are held and firmly bound unto State of Rhode Island  
One Capitol Hill, Providence, RI 02908

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

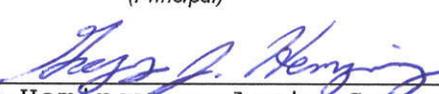
Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

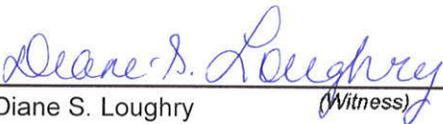
WHEREAS, the Principal has submitted a bid for Powers Parking Garage - Repair and Preventative Maintenance:  
#7513371

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 materials 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 23rd day of October, 2013

  
Jessica Aaron (Witness)

Structural Preservation Systems LLC  
(Principal) (Seal)  
By:   
Greg Hemingway, Asst. Secretary (Title)

  
Diane S. Loughry (Witness)



Fidelity and Deposit Company of Maryland  
(Surety) (Seal)  
By:   
Attorney-in-Fact Robert A. Chlada (Title)

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Joseph A. PIERSON, Robert A. CHLADA, Cynthia M. CHARYAT, April O. COMPTON, Dennis C. OURAND, Steven A. DZURIK, JR., John J. MARKOTIC and Diane S. LOUGHRY, all of Hunt Valley, Maryland, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 7th day of May, A.D. 2013.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

By: \_\_\_\_\_

*Assistant Secretary  
Eric D. Barnes*

*James M. Carroll*

\_\_\_\_\_  
*Vice President  
James M. Carroll*

**State of Maryland  
City of Baltimore**

On this 7th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



\_\_\_\_\_  
Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Structural Preservation Systems LLC  
7455-T New Ridge Road, Hanover, MD 21076-3143

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland  
1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of MD

as Surety, hereinafter called the Surety, are held and firmly bound unto State of Rhode Island

One Capitol Hill, Providence, RI 02908

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

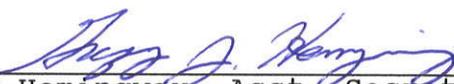
WHEREAS, the Principal has submitted a bid for Powers Parking Garage - Repair and Preventative Maintenance:

#7513371

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 materials 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.

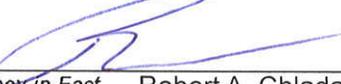
Signed and sealed this 23rd day of October, 2013

  
Jessica Aaron (Witness)

Structural Preservation Systems LLC  
(Principal) (Seal)  
By:   
Greg Hemingway, Asst. Secretary (Title)



  
Diane S. Loughry (Witness)

Fidelity and Deposit Company of Maryland  
(Surety) (Seal)  
By:   
Attorney-in-Fact Robert A. Chlada (Title)

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Joseph A. PIERSON, Robert A. CHLADA, Cynthia M. CHARYAT, April O. COMPTON, Dennis C. OURAND, Steven A. DZURIK, JR., John J. MARKOTIC and Diane S. LOUGHRY, all of Hunt Valley, Maryland, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed; **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 7th day of May, A.D. 2013.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

By: \_\_\_\_\_  
*Assistant Secretary  
Eric D. Barnes*

*James M. Carroll*

\_\_\_\_\_  
*Vice President  
James M. Carroll*

State of Maryland  
City of Baltimore

On this 7th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



\_\_\_\_\_  
Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Construction Risk Solutions, LLC. 11311 McCormick Road, Ste 450 Hunt Valley MD 21031-8622	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 443-798-7499      FAX (A/C, No): 443-798-7290 E-MAIL ADDRESS: certificates@thecrsteam.com		
	<b>PRODUCER CUSTOMER ID #:</b>		
<b>INSURED</b> Structural Preservation Systems, LLC 7455-T New Ridge Road Baltimore, MD 21076	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: New Hampshire Insurance Co		23841
	INSURER B: National Union Fire Ins Co Pittsbur		19445
	INSURER C: Catlin Specialty Insurance Company		19518
	INSURER D: XL Specialty Insurance Company		37885
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER:** 1041192064      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			2449508	7/1/2013	7/1/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			3506359	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000			US00062096L113A	7/1/2013	7/1/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	015883713	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> VAC STATUS/TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			CPL95994-0714	7/1/2013	7/1/2014	Per Occurrence \$1,000,000 Per Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
State of Rhode Island is included as Additional Insured with respect to all policies except Workers' Compensation as required by written contract.

<b>CERTIFICATE HOLDER</b>  State of Rhode Island Dept. of Administration - Division of Purchases One Capitol Hill Providence RI 02908-5855	<b>CANCELLATION</b> 30 days/10 days for non-payment  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	--

© 1988-2009 ACORD CORPORATION. All rights reserved.



State of Rhode Island and Providence Plantations

A. Ralph Mollis

Secretary of State



Certification Number: **13100033850**

The office of the Secretary of State of the State of Rhode Island and Providence Plantations,  
HEREBY CERTIFIES, that

**Structural Preservation Systems, LLC**

September 06, 2005

Effective

September 06, 2005

IT IS FURTHER CERTIFIED that as of this date said limited liability company is duly organized and existing under and by virtue of the laws of the State of Rhode Island and is in good standing according to the records of this office.

SIGNED AND SEALED ON

Wednesday, October 09, 2013

Secretary of State

Authorized Agent





**STATE OF RHODE ISLAND**

CONTRACTORS' REGISTRATION  
AND LICENSING BOARD

REGISTRATION NO

EXP. DATE

REGISTRANT'S NAME

37307

10/1/15

STRUCTURAL PRESERV STGT LLC

AUTHORIZED REPRESENTATIVE

PETER H ENMONS

DRIVER'S LICENSE #

RI 355255050320

EXECUTIVE DIRECTOR

*Ray A. Wilson*