

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

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7548384A2
Bid/RFP Title: CRANSTON STREET ARMORY-STRUCTURAL STABILIZATION, REPAIRS AND IMPROVEMENTS, ADDENDUM #2 (33 PGS)
Opening Date & Time: 2/7/2014 10:30 AM
RIVIP Vendor ID #: 9271
Vendor Name: East Coast Masonry And Restoration Inc.
Address: 515 Greenville Ave.
Johnston , RI 02919
USA
Telephone: (401) 232-0562
Fax: (401) 349-2409
E-Mail: ecmri@aol.com
Contact Person: Michael St.Angelo Jr
Title: President
R.I. Foreign Corp #:

NOTICE TO VENDORS

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at www.purchasing.ri.gov.

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 SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS.

Bidders must comply with the provisions of the Rhode Island labor laws, including R. I. Gen. Laws §§ 37-13-1 *et seq.* and occupational safety laws, including R. I. Gen. Laws §§ 28-20-1 *et seq.* These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

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. I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 12. I/we certify that the above vendor information is correct and complete.

Durkee, Brown,
Viveiros & Werenfels
Architects, Inc.

CRANSTON STREET ARMORY
Structural Stabilization, Repairs and Improvements
to the Building Envelope - Phase I
Providence, RI
DBVW Job #1241

SECTION 000300 - BID FORM

Date: 2/7/14

RFP Number: 7548384

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

Project: Cranston Street Armory - Structural Stabilization, Repairs, and
Improvements to the Building Envelope
Providence, Rhode Island

Submitted by: EAST COAST MASONRY & RESTORATION, INC
515 GREENVILLE AVE
JOHNSTON, RI 02919
(FAX) 401-349-2409 LIC# 29479 ECMBRI@AOL.COM

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

1. **BASE BID**

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents, the cost submitted here-in includes all work delineated in the Project Manual and Drawings prepared by Durkee Brown Viveiros Werenfels Architects; dated November 20, 2013. Additionally, the cost provided herein is inclusive of all Allowances that have been identified in the Contract Documents; as such they have been calculated as part of the total costs submitted as part of the Base Bid Value. Furthermore, the Base Bid includes all work delineated in the addenda issued throughout the bidding process and takes into consideration the timeline as presented for the project included as part of the Bid.

The cost to provide the Owner for the Project in full compliance with the Project Documents can be completed for the Sum of (This Cost includes the values of the Allowances delineated in the Bid Form) and, we, the undersigned, hereby offer to enter into a Contract to perform the Work as prescribed for the Base Bid for the sum of:

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Numeric

Two million Two Hundred EIGHTY Five thousand Five hundred sixty nine
Written Dollars

WE HAVE INCLUDED THE REQUIRED BID SURETY AS REQUIRED BY THE INVITATION TO BID AS PART OF THE ABOVE COST.

Durkee, Brown,
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DBVW Job #1241

2. ALLOWANCES

Allowances for the Project to be included in Base Bid are as follows:

Include the following amounts (Collective Sum Total) in Bid, for inclusion in the Base Bid:

- A. No. 1: Roof Deck Replacement: \$15,000
- B. No. 2: Testing and Inspection Services: \$10,000
- C. No. 3: Guano Abatement: \$100,000

I (the bidder) have carried as part of the Base Bid the total applicable value of the combined totals of Allowances as presented above.

3. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum. Please note that ALL addenda must be acknowledged.

Addendum No.1, dated 1-21-14

Addendum No.2, dated 1-31-14

4. ALTERNATES

BIDDER agrees to be bound by the following alternate prices:

The Bidder shall take notice that the Alternates are listed in the order in which the Owner intends on awarding them based on available funds and as follows:

Add Alternates will be considered in the order in which they are presented except where available project funds require choices out of the order in which they are presented. The Owner will then award the next alternate on the list that the project budget supports or otherwise award a combination of alternates that follows the order within the project budget. Additionally, the Owner reserves the right to award Alternates as may be determined to be in the best interests of the Owner.

Alternate No. 1: West Tower Windows

Base Bid: Existing windows to remain.

Alternate: Replace windows in the West Tower as indicated on drawing A300.

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Numeric

ONE HUNDRED TWENTY NINE THOUSAND FIFTY FOUR DOLLARS AND ZERO CENTS

Written

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Alternate No. 2: First Floor Windows at the West Head House

Base Bid: Existing windows to remain.

Alternate: Replace windows and security screens at the first floor of the West Head House as indicated on drawing A300.

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Numeric

TWO HUNDRED THIRTY ONE THOUSAND FIVE HUNDRED TWENTY-NINE DOLLARS AND ZERO CENTS
Written

Alternate No. 3: Second, Third, Fourth Floor & Turret Windows at the West Head House

Base Bid: Existing windows to remain.

Alternate: Replace windows at the second, third, and fourth floors and turret of the West Head House as indicated on drawing A300.

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Numeric

ONE HUNDRED FIFTEEN THOUSAND TWO HUNDRED FORTY SEVEN DOLLARS AND ZERO CENTS
Written

Alternate No. 4: Copper Replacement at the West Head House

Base Bid: Existing copper crenelation to remain.

Alternate: Replace all copper at Head House crenelation, including the merlons and embrasures, at the West Head House as indicated on drawings A300 & A303.

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Numeric

FOUR HUNDRED SIXTY THREE THOUSAND ONE HUNDRED THIRTY NINE DOLLARS AND ZERO CENTS
Written

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Alternate No. 5: Basement Windows at the West Head House

Base Bid: Existing windows to remain.

Alternate: At the basement, remove existing windows and security screens as shown on drawing A300. Salvage existing security bars at basement windows for restoration. Install new windows and new security screens. Restore salvaged security bars and reinstall at masonry openings.

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Numeric

ONE Hundred Forty Four Thousand Eight Hundred Thirty Six Dollars AND zero Cents
Written

Alternate No. 6: First Floor Masonry West Head House

Base Bid: Existing windows to remain.

Alternate: Repoint granite at the basement and first floor of the West Head House as indicated on drawing A300.

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Numeric

TWENTY SEVEN thousand Two Hundred Seventy-two Dollars AND zero Cents
Written

4. UNIT PRICES

Provide Unit Pricing for the following items which shall be used for additive and deductive change orders as may be required. The General Contractor shall submit Unit Costs as requested and each cost submitted shall be considered to be all inclusive and includes overhead, profit, travel, mobilization, incidental and appurtenant cost for the complete legal removal and/or installation of all items identified. Costs submitted shall be inclusive of compliance with all regulatory requirements, legal disposal, labor, materials, testing, bonding and administrative costs to provide labor, materials and services as prescribed in the Contract Documents. When these costs (Unit Costs) are used for deductive change orders, the cost will be totaled and two (2) percent will be subtracted from the final total which shall be considered administrative costs for the General Contractor for preparing the deductive Change Order. Provide these Unit Costs in Numerical form only. Prior to a final bid award confirmation of the Unit Costs will be made between the Owner and General Contractor. Unit costs will be reviewed as part of the overall review of the Bidders proposal for fairness and competitiveness.

The General Contractor shall note that the presence of a requested Unit Cost does not imply that General Contractor does not own these services in the Base Bid as prescribed in the Contract Documents and are being provided in the event the services are required due to circumstances mutually agreed to as being work in excess of that prescribed in the Contract Documents.

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DESCRIPTION OF SERVICE	CONTRACTORS UNIT COST			
Unit Price No. 1: Roof Deck Replacement				
Remove existing deteriorated roof deck and replace with new decking to match the existing.				
Rate per square foot	\$		65	00
Unit Price No. 2: Removal and Replacement of Brick, 1 Wythe Thickness				
Provide removal and replacement of brick units according to Division 040100 Section "Maintenance of Masonry"				
Rate for 1 square foot or 6 bricks, 1 Wythe thickness	\$		137	50
Unit Price No. 3: Rebuild Masonry Full Thickness of Wall				
Provide rebuilding of full thickness of masonry wall according to Division 04 Section "Maintenance of Masonry"				
Rate for 1 square foot, up to & including 16" thick wall	\$		5	50
Rate for 1 square foot, full wall thickness beyond 16"	\$		6	90
Unit Price No. 4: Masonry Repointing				
Provide raking out joints and repointing according to Division 040100 Section "Maintenance of Masonry"				
Rate per 1 square foot of brick repointing	\$		21	50
Rate per 1 square foot of granite repointing	\$		11	95
Rate per 1 square foot of terracotta repointing	\$		6	75
Unit Price No. 5: Terracotta Crack Repair				
Perform crack injection repair according to Division 04 Section "Maintenance of Masonry"				
Rate per 1 linear inch	\$		68	00
Unit Price No. 6: Plaster Repair / Replacement				
Replace plaster flush with adjacent existing to remain in accordance with Division 09 Section "Plaster Systems". Include replacement of lath and furring in kind.				
Rate per 1 square foot of plaster replacement	\$		115	00
Unit Price No. 7: Copper Flashing / Sheet Metal Trim				
Replace copper flashing and sheet metal trim in kind with existing configuration and details per Division 07 Section "Sheet Metal Flashing and Trim". Match existing profiles. Include replacement of wood framing, sheathing, and substrates.				
Rate per 1 merlon and 1 embrasure	\$	5	100	00
Unit Price No. 8: Removal of Hazardous Material - Plaster				
Remove and properly dispose, in its entirety, plaster that has tested positive as asbestos-containing. Refer to Division 02 Section "Environmental" for additional information.				
Rate per 1 square foot	\$		12	00

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Unit Price No. 9: Removal of Hazardous Material - Sealant	
Remove and properly dispose, in its entirety, sealant that has tested positive as asbestos-containing. Refer to Division 02 Section "Environmental" for additional information.	
Rate per 1 linear foot	\$ 80.00
Unit Price No. 10: Removal of Hazardous Material – Roof Flashing	
Remove and properly dispose, in its entirety, roof flashing that has tested positive as asbestos-containing. Refer to Division 02 Section "Environmental" for additional information.	
Rate per 1 square foot	\$ 8.00
Unit Price No. 11: Internal Rain Leader Replacement	
Replace section of internal rain leader.	
Rate for 20 linear feet of in kind replacement of cast iron leader.	\$ 115.00
Rate for 20 linear feet of in kind replacement of pvc leader.	\$ 91.00

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

6. CONTRACT TIME

If this Bid is accepted, we will achieve the Key Dates and Milestone periods delineated below.

Description of Key Dates for Project Milestones are as follows, based on Summary of Work in Section 010100 and delineated as follows:

Start of Construction March 3, 2014
 Date of Completion of Base Bid Work..... June 30, 2014
 Date of Completion of Alternates June 30, 2015

Full and beneficial use of the site; which also allows for public access. Issuance of Final Completion will be considered at this time provided all punch lists are reasonably complete and there is no outstanding work to be completed.

8. DRAWING AND CONTRACT EXHIBITS

Project Drawing and Technical Specifications have a Table of Contents that Serve as the list of Drawings and Project Documents.

9. LIQUIDATED DAMAGES

"The Bidder (Contractor) acknowledges and recognizes that the Owner is entitled to full and beneficial use of the site as defined in the master schedule and Section entitled "Contract Time " in this Bid Form. It is the Owners intent to proceed as delineated in the project schedule and achieve final completion. Therefore, the Owner and the Contractor agree as set forth in the following paragraph.

If the Contractor fails to achieve milestones, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the aforesaid Date of final Completion and con-

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tinuing until the Actual Date of Final Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of the delayed completion of the Work:

The Contractor agrees that the per diem liquidated damages (including weekends) are five hundred dollars (\$500) per day. The maximum liquidated damages payable shall be \$100,000.

The Owner reserves the right to "Actual Damages" which for the purposes of this section shall be defined as all associated costs to delay and/or store equipment including the costs of any and all labor and potential difference in cost between original owner proposals and potential costs differences due to premiums associated with these costs and not limited to remobilization to complete the work timely as it is related and associated with such delay, including remobilization costs, design team fees, project management fees, shift premiums and other costs associated with such delays for those items outlined here-in. In addition, Actual Damages shall be defined to also include the cost of leasing or renting space for project needs. These damages shall be based on the actual documented costs for those items defined above or other direct costs that the end user may be required to pay in order to maintain operations.

The Owner may deduct liquidated damages described in the aforesaid from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner upon the demand of the Owner, from the Contractor and/or its surety."

10. PROPOSED SUBCONTRACTORS

The Bidder shall state the names of all the subcontractors that he/she proposes to use for this project.

(If none, write "None")

1. Name: APOLLO ROOFING & SHEET METAL, INC.
Address: 316 LOCKWOOD ST. PROV. RI
Description of Work: COPPER REPLACEMENT & ROOFING
2. Name: VETERANS SCAFFOLDING
Address: P.O. BOX 174 BLACKSTONE, MA 01504
Description of Work: SCAFFOLDING ERECTION
3. Name: GARDNER CONSTRUCTION
Address: 120 ALODASH TRAIL, NARRAGANSETT RI
Description of Work: CARPENTRY
4. Name: NEW ENGLAND GLASS & MIRROR CO.
Address: 31 CONNECTICUT AVE. NORWICH CT 06360
Description of Work: WINDOW REPLACEMENT

(If additional subcontractors are utilized; attach separate sheet to the Bid Form.)

The names of the above mentioned subcontractors are submitted with full knowledge and consent of the respective parties. The bidder warrants that none of the proposed subcontractors have any conflict of interest with respect to this Contract.

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10A. MASONRY SUB-CONTRACTORS SUPPLEMENTAL QUALIFICATIONS

Supplemental Contractors' qualifications are required for masonry work to demonstrate experience with historic masonry. The masonry Contractor shall provide a list of at least three (3) completed projects using similar brick and terra cotta repair and patching applications on historic masonry structures within the last 5 years. Masons using specified patching compounds are required to be certified in the application of the material.

Project No. 1	XAVIER HALL 2012/2013 PROVIDENCE, RI	Project #4	STATE HOUSE 2012/2013 PROVIDENCE, RI
Project No. 2	COLONY HOUSE 2012/2013 NEWPORT, RI	Project #5	WARWICK CITY HALL 2013 WARWICK RI
Project No. 3	JOHN BROWN HOUSE 2009 PROVIDENCE, RI		

11. BID FORM SIGNATURE(S)

The Bid Sum submitted for the Base Bid includes the totals for Allowances. Bid Alternates and Unit Costs are provided as the Bid Form requires.

EAST COAST MASONRY & RESTORATION, INC
(Bidder's name)

By: Michael St. Angelo

Title: PRESIDENT

Corporate Seal:

Durkee, Brown,
Viveiros & Werenfels
Architects, Inc.

CRANSTON STREET ARMORY
Structural Stabilization, Repairs and Improvements
to the Building Envelope – Phase I
Providence, RI
DBVW Job #1241

THE CONTRACTOR SHALL PROVIDE AN AFFIDAVIT THAT THE PERSON WHO HAS AFFIXED HIS OR HER SIGNATURE TO THIS BID FORM IS ACTIVELY AND LEGALLY AUTHORIZED TO BIND THE FIRM CONTRACTUALLY. THIS FORM MUST BE SUBMITTED WITH AND AFFIXED TO THE BID FORM.

END OF SECTION 000300

BID BOND

Lexon Insurance Company

CONTRACTOR:

(Name, legal status and address)

**East Coast Masonry & Restoration Inc.
515 Greenville Avenue
Johnston, RI 02919**

SURETY:

(Name, legal status and principal place of business)

**Lexon Insurance Company
10002 Shelbyville Rd, Suite 100
Louisville, KY 40223**

OWNER:

(Name, legal status and address)

**State of Rhode Island
Providence, RI 02908**

One Capitol Hill

BOND AMOUNT: \$ Five Percent (5%) of Total Amount Bid

PROJECT:

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

Cranston Street Armory Building Envelope Repairs Phase I. Job#1241

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

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

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

Signed and sealed this **7th** day of **February** **2014**

Cada Kahn
(Witness)

~~Kenneth J. Coco~~
(Witness)

East Coast Masonry & Restoration Inc.

(Principal) Michael St. Angelo (Seal)
(Title) PRESIDENT

Lexon Insurance Company

(Surety) Kenneth J. Coco (Seal)
(Title) **Kenneth J. Coco, Attorney-in-Fact**

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: **Kenneth J. Coco, Kenneth P. Morotto Jr., Ellen G. Coco**

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 5,000,000.00 Five million dollars ***** dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.



LEXON INSURANCE COMPANY

BY *David E. Campbell*
David E. Campbell
President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
MAUREEN K. AYE
Notary Public, State of Illinois
My Commission Expires 09/21/13

Maureen K. Aye
Maureen K. Aye
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Woodridge, Illinois this 7th Day of February, 20 14.



Philip G. Lauer
Philip G. Lauer
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

State of Rhode Island
PAYER'S REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (T.I.N.)

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

--	--	--

Employer ID No. (EIN)

05	0489545
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NAME EAST COAST MASONRY & RESTORATION, INC

ADDRESS 515 Greenville Ave Johnston, RI 02919

(REMITTANCE ADDRESS, IF DIFFERENT) _____

CITY, STATE AND ZIP CODE Johnston, RI 02919

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions – You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

PLEASE SIGN HERE

SIGNATURE Michael Angelo TITLE PRESIDENT DATE 2/7/14 TEL NO. 401-232-0562

BUSINESS DESIGNATION:

Please Check One: Individual Medical Services Corporation Government/Nonprofit Corporation
Partnership Corporation Trust/Estate Legal Services Corporation

NAME: Be sure to enter your full and correct name as listed in the IRS file for you or your business.

ADDRESS, CITY, STATE AND ZIP CODE: Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

CERTIFICATION – Sign the certification, enter your title, date, and your telephone number (including area code and extension).

BUSINESS TYPE CHECK-OFF – Check the appropriate box for the type of business ownership.

Mail to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908



STATE OF RHODE ISLAND
CONTRACTORS' REGISTRATION
AND LICENSING BOARD

REGISTRANT'S NAME

290719 08/11/15
MASONRY & RESTORATION

AUTHORIZED REPRESENTATIVE

MICHAEL A. ST. ANTHONIO

DRIVER'S LICENSE #

21 0010232

REGISTRATION NO.

EXP. DATE

EXECUTIVE DIRECTOR

Raymond J. Miller



CERTIFICATE OF LIABILITY INSURANCE

EASTC-1

OP ID: MW

DATE (MM/DD/YYYY)

02/06/2014

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).

PRODUCER Burns & Cotter, Inc. 206 Waterman Street Providence, RI 02906-4367 Melodye Wilde	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED East Coast Masonry and Restoration, Inc. 515 Greenville Avenue Johnston, RI 02919	INSURER A: Beacon Mutual Ins. Co.	NAIC # 24017
	INSURER B: EMC Insurance Companies	25186
	INSURER C: Peerless Insurance	24198
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		1D70009	04/05/2013	04/05/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA1037086	02/12/2013	02/12/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1J70009	04/05/2013	04/05/2014	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	17846	10/01/2013	10/01/2014	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

State of Rhode Island Dept. of Administration Division of Purchases One Capitol Hill Providence, RI 02908-5855	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 Melodye Wilde
--	--

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Trained Jahn Installer



Cathedral Stone® Products, Inc.

5332 Bristol Court, #107
Janesup, Maryland 20754

Michael Palardy
Basic Seminar Graduate

13 Aug 97
Date
9708485-RI
Certificate No.

Keith Masney
Trainer
Dennis Pude
Trainer



**MIMIC MATRIX
COLOR TECHNICIAN**

Certification #05-006
Date Issued: 06/17/02



Michael Palardy

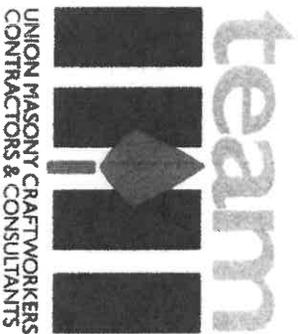
Eastern Repair & Weatherproofing
121 Waldo Street, Providence, RI 02907

International Masonry Institute
17101 Science Drive • Bowie, MD 20715

Michael Picerno

Trained JAHN Installer
Cathedral Stone Products, Inc.

Keith Harris IMI-050-13
Trainer Date 3/09/2013 Number



International Masonry Institute

Certificate of Achievement

Presented to:

Michael S. Cristello

For successfully completing the International Masonry Institute's course in
Jahn Training

Keith Harris
Keith Harris

01/17/2013
Date

Certificate of Achievement

Let it be known that:

ANDREW COLIN BERRARD

has successfully completed the Time Mosaic
Certification Workshop in Providence, Rhode
Island, this 2nd Day of October 2012



Instructor

Tomasz Glab

Certificate of Achievement

Let it be known that:

MATTHEW P. MILLER

has successfully completed the Time Mosaic
Certification Workshop in Providence, Rhode
Island, this 2nd Day of October 2012



Instructor


Tomasz Glab



14.0 LU



Certificate of Training

Michael Picerno

Has Attended the Training Workshops

**Terra Cotta & Stone Repair
Natural Cement Repointing
Injection Grouting**

March 7-8, 2013

Bowie, MD

Training Date

Training Location

M. P. Edison, President

A handwritten signature in dark ink, appearing to read "M. P. Edison", is written over a horizontal line.