

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: 2/7/2014

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: TRAC BUILDERS INC.
1761 PLAINFIELD PIKE
JOHNSTON RI 02919
Ph (401) 943-3800 Fax 401 943 3822
ESTIMATING @ TRACBUILDERS.COM RI REF # 12034
(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:

\$

-	2	8	6	0	0	0	0	0
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Numeric

TWO MILLION EIGHT HUNDRED SIXTY THOUSAND AND 00/100
Written

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

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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.

\$

-	-	1	0	7	1	7	5	0	0
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Numeric

One Hundred Seventy Five Thousand One Hundred Seventy Five and 00/100
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.

\$ - - 3 8 9 5 6 3 0 0

Numeric

Three Hundred Eighty Nine Thousand Five Hundred Sixty Three and 00/100
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.

\$ - - 6 3 6 5 0 0 0 0

Numeric

Six Hundred Thirty Six Thousand Five Hundred and 00/100
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.

\$ - - 5 0 0 0 0 0 0 0

Numeric

Five Hundred Thousand and 00/100
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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1	8	7
---	---	---

3	4	0
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0	0
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Numeric

One Thousand Eight Hundred Seven Thousand Three Hundred 00/100
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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-	8	0
---	---	---

0	0	0
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0	0
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Numeric

Eight Thousand 00/100
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	\$, , 15 . 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	\$, , 100 . 00
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	\$, , 280 . 00
Rate for 1 square foot, full wall thickness beyond 16"	\$, , 350 . 00
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	\$, , 60 . 00
Rate per 1 square foot of granite repointing	\$, , 60 . 00
Rate per 1 square foot of terracotta repointing	\$, , 60 . 00
Unit Price No. 5: Terracotta Crack Repair	
Perform crack injection repair according to Division 04 Section "Maintenance of Masonry"	
Rate per 1 linear inch	\$, , 15 . 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	\$, , 10 . 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	\$ 6 , 200 . 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	\$, , 25 . 00

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	\$		50	.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	\$		20	.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.	\$	4	000	.00
Rate for 20 linear feet of in kind replacement of pvc leader.	\$	3	000	.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-

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, PROVIDENCE RI 02907
Description of Work: ROOFING, SHEET METAL FLASHING & TRIM
2. Name: BAY STATE RESTORATION
Address: 338 METACOM AVE, WARREN RI 02885
Description of Work: MASONRY
3. Name: CROCKER ARCHITECTURAL
Address: 129 SOUTHBURGH FORD, NORTH OXFORD MA
Description of Work: ROOFING SHEET METAL FLASHING & TRIM
4. Name: _____
Address: _____
Description of Work: _____

(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 1-10 STEEPLER STREET PROV. RI

Project No. 2 THE ARCADE, PROV. RI

Project No. 3 ROBERT WILLIAMS COLLEGE
THE ARCHITECTURAL SCHOOL

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.

Nelson M. Ferreira
(Bidder's name)

By: Nelson M. Ferreira

Title: Vice President

Corporate Seal:

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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



**TRAC
BUILDERS**
GENERAL CONTRACTORS • CONSTRUCTION MANAGEMENT

**Clerk Certificate
Authorization to Sign Contract**

At a duly authorized meeting of the Board of Trustee/Directors of the TRAC Builders Corporation held on January 10, 2013 at which all the Trustees/Directors present and waived notice, it was VOTED, that Nelson Ferreira, Vice President of this organization is authorized to execute all bids, bid bond, and contracts in the name of and behalf of said organization, affix its corporate seal thereto; and such execution of any contract or obligation in this organization's name on its behalf by such Vice President under the seal of the organization shall be valid and binding upon this organization.

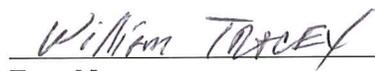
I hereby certify that I am the clerk of the TRAC Builders Corporation and that

Nelson Ferreira is the duly elected Vice President of said organization, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

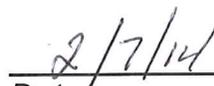
Corporate Seal Here:



Signature



Type Name



Date



Title

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)

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NAME TRAC Builders, Inc

ADDRESS 1761 Plainfield Pike

(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 [Signature] TITLE President DATE 2/7/14 TEL NO. 401-943-3800

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



RI Department of Labor and Training
Workforce Regulation and Safety Division
Professional Regulation - Prevailing Wage

General Contractor Apprenticeship Certification Form

This form MUST be completed and submitted at the time of bidding and is available on the Department of Labor and Training's Website at www.dlt.ri.gov, under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

Bid/RFP Number: 7548384
Bid/RFP Title: Cranston Street Artery - ^{STRUCTURAL STABILIZATION,} REPAIRS AND IMPROVEMENTS
RIVIP Vendor ID#: 3943
Vendor Name: TRAC BUILDERS INC
Address: 1761 PLAINFIELD, JOHNSTON RI 02919
Telephone: 401-943-3800
Fax: 401-943-3822
E-Mail: ESTIMATING@TRACBUILDERS.COM
Contact Person and Title: NELSON FERREIRA

TRAC BUILDERS INC, 1761 PLAINFIELD PIKE, JOHNSTON RI (Company Name & Address) (hereafter "bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13- 3.1 because bidder meets one of the following qualifications (check):

- A. Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);
- B. Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);

- C. _____ Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D. _____ Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E. _____ Bidder will not perform work on the awarded contract except through subcontractors (non performance);
- F. _____ Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

NELSON FERREIRA VICE PRESIDENT
Printed Name and Title of Authorized Representative

2/7/14
Date

Nelson Ferreira
Signature of Authorized Representative

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 #: 3943
Vendor Name: Trac Builders Inc.
Address: 1761 Plainfield Pike
Johnston , RI 02919
USA
Telephone: (401) 943-3800
Fax: (401) 943-3822
E-Mail: billt@tracbuilders.com
Contact Person: William Tracey
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):

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



STATE OF RHODE ISLAND

CONTRACTORS' REGISTRATION
AND LICENSING BOARD

REGISTRATION NO. 12034 E.P. DATE 01/1/16
REGISTRANT'S NAME TRIC BUILDERS, INC.
AUTHORIZED REPRESENTATIVE WILLIAM TRICET
DRIVER'S LICENSE # RI 7815973
EXECUTIVE DIRECTOR
Greg A. Malen

01/1/16

RI 7815973

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **TRAC BUILDERS, INC.**, of 1761 Plainfield Pike, Johnston, **Rhode Island** as Principal, hereinafter called the Principal, and **HARTFORD CASUALTY INSURANCE COMPANY** a corporation duly organized under the laws of the State of **Indiana** as Surety, hereinafter called the Surety, are held and firmly bound unto **STATE OF RHODE ISLAND**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Amount of the Attached Bid** Dollars (**5% of Bid**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Cranston Street Armory-Structural Stabilization, Repairs and Improvements; Project No. 1241**

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

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

John A. Russo
(Witness)

Paul J. Russo
(Witness)

TRAC BUILDERS, INC.
(Principal) (Seal)

By: *[Signature]*
President (Title)

HARTFORD CASUALTY INSURANCE COMPANY
(Surety) (Seal)

By: *Denise A. Chianese*
Denise A. Chianese, (Title) Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 Bond T-4
 One Hartford Plaza
 Hartford, Connecticut 06155
 call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 08 089016

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of UNLIMITED**

FRED R. TRIPP, ANDREW FOTOPULOS, DAVID J. BYRNE III, CHARLES A. BYRNE, DENISE A. CHIANESE OF EAST PROVIDENCE, RHODE ISLAND

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public
 My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 7, 2014
 Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President