

*PUBLIC COPY*

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

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7548399A2  
Bid/RFP Title: DEMOLITION, ASBESTOS AND ABATEMENT OF EXISTING STRUCTURES,PASTORE CENTER, ADD. 2 (15 PGS)

Opening Date & Time: 2/7/2014 11:00 AM

RIVIP Vendor ID #: 3021

Vendor Name: AA Asbestos Abatement Co., Inc.  
Address: (R) 1307 Hartford Ave.  
Johnston , RI 02919  
USA

Telephone: (401) 351-1188  
Fax: (401) 331-9095  
E-Mail: demo@aawrecking.com  
Contact Person: John Furtado  
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](http://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](http://www.purchasing.ri.gov). It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

SECTION 2 – REQUIREMENTS

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

## Section 2.1 - RULES FOR SUBMITTING OFFERS

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

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

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

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

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

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

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

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

2.4. PREVAILING WAGE, OSHA 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](http://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](http://www.purchasing.ri.gov)).

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

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

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

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

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

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

## SECTION 5 – CERTIFICATIONS AND DISCLOSURES

### ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement.

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

Indicate Yes (Y) or No (N):

- 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 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](http://www.purchasing.ri.gov)) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- 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.



SECTION 00300

BID FORM

Date: February 7, 2014  
Solicitation Number 7548399

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

Project: Hazardous Materials Mitigation, Demolition, and  
Site Restoration of Buildings 79 & 80  
John O. Pastore Center, Cranston, RI

Submitted by: A A Asbestos Abatement Co., Inc.  
R-1307 Hartford Avenue  
Johnston, RI 02919  
P. 401-351-1188 F. 401-331-9095 jfurtado@aawrecking.com Asb. Lic. 025

(Please include in the above spaces the Firms Legal Name, Legal Address, Telephone, Fax Number, Contact E-Mail and Licensee 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 The Louis Berger Group, Inc. Additionally, ~~the cost provided here-in 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 time line as presented for the project included as part of this 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 Base Bid for the sum of:

\$ 

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NUMERIC

One million two hundred eighty five thousand dollars & 00/00  
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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HAZARDOUS MATERIALS MITIGATION,  
DEMOLITION, AND SITE RESTORATION  
OF BUILDINGS 79 & 80  
PASTORE CENTER, CRANSTON, RI

DECEMBER 2013

## 2. ALLOWANCES

Allowances for the Project to be included in Base Bid are as follows. The following amount (Collective Sum Total) in Bid, for inclusion, in the Base Bid:

- 2.1 Hazardous Materials - \$75,000.  
(This allowance shall not include the abatement, removal, and/or disposal of the hazardous materials specifically identified on the Contract Drawings and Appendix A of the Contract Specifications)
- 2.2 Master Fire Alarm Relocation - \$25,000.  
(This allowance shall not include cutting, capping, or relocation of other utilities specifically identified on the Contract Drawings and Appendix A of the Contract Specifications)
- 2.3 Additional Water Service - \$25,000.  
(This allowance shall not include cutting, capping, or relocation of other utilities specifically identified on the Contract Drawings and Appendix A of the Contract Specifications)

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.

Addendum No. 1, dated January 21, 2014                      Addendum No. 2, dated January 30, 2014  
Addendum No. 3, dated \_\_\_\_\_                      Addendum No. 4, dated \_\_\_\_\_

## 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.

In the event the Owner is required to reduce funds, the Deductive Alternates will be considered in the order presented, except where funds allow for the skipping of a deductive alternate and proceeding to the next.

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Additionally, the Owner reserves the right to award a combination of both Additive and Deductive Alternates as may be determined to be in the best interests of the Owner.

## 5. 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.

DESCRIPTION OF SERVICES	CONTRACTOR'S UNIT COST						
1. Provide Local Police Details that the Owner may direct outside of the Contractor's Responsibility to Provide Police Details for the Protection of the Public							
Daily Rate (Eight Hours)	\$			3	3	6	0 0
One Half Day Rate (Four Hours)	\$			1	6	8	0 0
2. Provide State Police Details that the Owner may direct outside of the Contractor's Responsibility to Provide Police Details for the Protection of the Public							
Daily Rate (Eight Hours)	\$			6	0	0	0 0
One Half Day Rate (Four Hours)	\$			3	0	0	0 0
3. Thirty (30) Yard Roll Off Dumpster for use by the Owners Own Workforce or Owners Subcontractors. This includes Drop off, and pick up of units as well as tipping fees for allowable load	\$			4	5	0	0 0
4. Forty (40) Yard Roll Off Dumpster for use by the Owner's Own Workforce or Owner's Subcontractors. This includes Drop off, and pick up of units as well as tipping fees for	\$			5	2	5	0 0

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allowable load.												
5. Cost Per man Hour for a Laborer dedicated to assist in housekeeping operations that may be required to maintain site and building cleanliness for work performed by the Owners Work Force and/or Owner's Subcontractors. This item does not mean the Owner has to utilize a laborer from the Contractors workforce.	\$								8	2	0	0
6. Cost per linear foot to install ductile iron water line. Work shall include excavation, trench preparation, pipe bedding, installation, disinfection, backfill, and restoration.												
Four (4) inch diameter pipe	\$								1	5	0	0
Six (6) inch diameter pipe	\$								1	6	0	0
Eight (8) inch diameter pipe	\$								1	7	0	0
7. Cost to install one insertion valve.												
Four (4) inch diameter pipe	\$	11							0	0	0	0
Six (6) inch diameter pipe	\$	12							0	0	0	0
Eight (8) inch diameter pipe	\$	12							5	0	0	0
8. Cost to install one hydrant. Work shall include excavation, site preparation, installation, disinfection, backfill, and restoration.												
Per Each	\$	7							0	0	0	0
9. Cost to continue to provide and maintain temporary fencing beyond the initial contract period as defined in the specifications per one thousand lineal feet (1,000 lf) including cost of reconfiguration and one double gate vehicle gate (sixteen feet wide) per this unit.												
Per Week	\$								9	0	0	0
Per Month	\$								9	0	0	0

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

**DEMOLITION and HAZARDOUS MATERIALS UNIT COSTS**

The Contractor, Demolition Contractor and Hazardous Materials Contractors shall note that the presence of a requested Unit Costs (below) does not imply that the Project Scope of Work does not

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include the following cost as part of 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. Additionally where allowances are established for work that may be encountered, or otherwise is clearly not part of the Base Bid, the following rates shall apply for those changes.

Quantity classifications delineated below shall be determined based on the scope of work being performed and may be considered cumulative for work that is being performed in localized areas of the project, and/or project wide depending on the circumstances and/or phase of work underway. The Contractor and Owner shall review the status of work underway and mutually agree on the unit costs to be carried as the project progresses and shall adjust the unit cost accordingly based on the overall work effort being undertaken and determination that multiple mobilizations and/or unique and/or separate set up efforts were required to perform the work.

DESCRIPTION OF SERVICES	CONTRACTOR'S UNIT COST
10. Provide TCLPS in full compliance with all regulatory requires utilizing the Owner's Lab as may be requested by the Owner in addition to those required in the base bid.	
Twenty Four hour Turnaround	\$ 4 5 0 0 0
Forty Eight hour Turnaround	\$ 3 5 0 0 0
11. Expeditious Removal and Disposal of Underground Tanks including all appurtenant work such as disconnect from piping, pump out tank, purging, excavation, backfill, compaction, rigging, transportation, disposal, working with regulatory authorities and design team and etc. as required to remove the structure from the work site.	
Underground Tank less than 1000 Gallons Per Each	\$ 2 0 0 0 0 0 0
Underground Tank 1001 to 5000 Gallons Per Each	\$ 5 0 0 0 0 0 0
Underground Tank 5001 to 10000 Gallons Per Each	\$ 7 5 0 0 0 0 0
Underground Tank 10,001 and greater Gallons Per Each	\$ 9 8 0 0 0 0 0
12. All services required for the collection, storage and legal disposal of fuel, oil, solvents and other liquid materials classified as hazardous.	
Per Gallon, Total 1 to 10 Gallons	\$ 9 5 0 0 0
Per Gallon, Total 10 to 50 Gallons	\$ 8 5 0 0 0
Per Gallon, Total 50 Gallons and greater	\$ 7 5 0 0 0

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13. All services required to excavate, temporarily store and protect, remove and dispose of in a legal manner contaminated soils as may be encountered, not identified in the base bid. Unit cost per cubic yard, one to ten cubic yards.	
Per Cubic Yard, Total 1 to 10 Cubic Yards	\$ 8 5 0 0
Per Cubic Yard, Total 10 Cubic Yards and greater	\$ 7 5 0 0
14. All services required to remove, and legally dispose of electrical transformers with suspect hazardous materials (unit cost per each)	
Per Each	\$ 3 5 0 0 0 0
15. All services required to remove and legally dispose asbestos pipe insulation (less than or equal to 6 inch pipe diameter)	
Per Linear Foot	\$ 3 5 0 0
16. All services required to remove and legally dispose asbestos pipe insulation (greater than 6 inch pipe diameter)	
Per Linear Foot	\$ 3 8 0 0
17. All services required to remove and legally dispose miscellaneous asbestos containing materials, (i.e. brake shoes, ductwork insulation, doors and etc. shall be cost per square foot of surface area.)	
Per Square Foot	\$ 3 5 0 0
18. All services required to remove and legally dispose asbestos containing floor materials (floor tiles, subfloor, etc)	
Per Square Foot	\$ 6 5 0
19. All services required to remove and legally dispose self luminous exit signs (containing tritium gas or equal).	
Per Each	\$ 2 0 0 0 0 0

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20. All services required to remove and legally dispose asbestos containing ceiling and wall materials (mastic, skimcoat, plaster, etc)	
Per Square Foot	\$ 3500
21. All services required to remove and legally dispose Caulking Materials Containing Asbestos.	
Per Linear Foot	\$ 4500
22. All services required to remove and legally dispose underground asbestos pipe insulation, including pipe removal, excavation, soil disposal, backfill, and restoration.	
Per Linear Foot (less than/equal to 6 inch outer diameter)	\$ 7500
Per Linear Foot (greater than 6 inch outer diameter)	\$ 9000
23. All services required to remove and legally dispose underground transite pipe, including excavation, soil disposal, backfill, and restoration.	
Per Linear Foot (less than/equal to 6 inch outer diameter)	\$ 7500
Per Linear Foot (greater than 6 inch outer diameter)	\$ 9500
24. All services required to remove and dispose inactive underground utilities, including excavation, backfill, and seeding. (utilities include water, sewer, drain)	
Per Linear Foot (clay)	\$ 7500
Per Linear Foot (concrete)	\$ 7500
Per Linear Foot (cast iron/ductile iron)	\$ 7500
Per Linear Foot (PVC/HDPE)	\$ 7500

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

**BEDROCK and BOULDER REMOVAL UNIT COSTS**

The Contractor and Subcontractors shall note that the unit costs presented below are for materials that may be encountered during the project for work not part of the original Base Bid Price that affects the work issued by changes in scope of work, or otherwise clearly not part of the original scope of work. These materials include bedrock removal and disposal, boulder removal/disposal and the removal and disposal of other debris such as tree stumps.

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Quantity classifications delineated below shall be determined based on the scope of work being performed and may be considered cumulative for work that is being performed in localized areas of the project, and/or project wide depending on the circumstances and/or phase of work underway. The Contractor and Owner shall review the status of work underway and mutually agree on the unit costs to be carried as the project progresses and shall adjust the unit cost accordingly based on the overall work effort being undertaken and determination that multiple mobilizations and/or unique and/or separate set up efforts were required to perform the work.

DESCRIPTION OF SERVICE	CONTRACTORS UNIT COST
25. Ledge/Rock Removal and Disposal with Hammer	
Per Cubic Yard (0- 1500 CY)	\$ 2,250.00
Per Cubic Yard (1500 CY and Above)	\$ 2,250.00
26. All services required to remove and dispose existing underground concrete foundations and slabs	
Per Cubic Yard	\$ 4,500.00
27. All services required to cut, remove, and dispose trees, includes stump removal, backfill, and restoration	
Per Each (Less than or equal to 6 inch diameter)	\$ 4,500.00
Per Each (Greater than 6 inch diameter)	\$ 7,500.00
28. Boulder Removal, greater than 0.5 Cubic Yards, including backfill, disposal and restoration.	
Per Cubic Yard	\$ 9,000.00
29. All services required to remove and dispose tree stumps, including excavation, backfill, and restoration.	
Per Each	\$ 7,500.00

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30. Dewatering During Removal of Unsuitable Materials covered under Unit Costs. This includes mobilization, equipment, including but not limited to the pump; hoses; fittings; sumps; fuel, and manpower to set up and monitor as required.								
2" Pump per Hour 4 hour minimum	\$			9	0		0	0
3" Pump per Hour 4 hour minimum	\$			1	0	0		0
4" Pump per Hour 4 hour minimum	\$			1	2	0		0
6" Pump per Hour 4 hour minimum	\$			1	3	0		0

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

## 6. CONTRACT TIME

If this Bid is accepted, we will achieve Substantial Completion of the Project by the dates outlined in the following table for as applicable while working within the Key Dates and Milestone periods delineated below.

If this Bid is accepted, we will achieve Final Completion of the Project by the date of ~~July 31, 2014~~ while working within the Key Dates and Milestone periods delineated below.

Start of Construction ..... ~~February 1, 2014~~

Date of Substantial Completion ..... ~~June 30, 2014~~

(Substantial Completion represents the date that the contractor commences Punch List completion, Systems Shake Out, Connections of Owner Provided Equipment and Systems as they are installed and the Owner commences Owner Mobilization and Fit Out.)

Date of Final Completion and Certificate of Occupancy ..... ~~July 31, 2014~~

(Full and Beneficial Use Date with Certificate of Occupancies which allow for Public Access)

This is the date the Owner will officially open the building(s) for full operations and public access which shall be the date of Full and Beneficial Use. Issuance of Final Completion of the Building(s) will be considered at this time provided all punch lists are reasonably complete and there is no outstanding work to be completed.

## 7. DRAWING AND CONTRACT EXHIBITS

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

00300-9

HAZARDOUS MATERIALS MITIGATION,  
DEMOLITION, AND SITE RESTORATION  
OF BUILDINGS 79 & 80  
PASTORE CENTER, CRANSTON, RI

DECEMBER 2013

## 8. LIQUIDATED DAMAGES

The Bidder (Contractor) acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the building(s) as defined in the master schedule and Section entitled "Contract Time" in this Bid Form. It is the Owner's intent to occupy the building(s) as delineated in the project schedule and achieve final completion including the installation of all systems, furniture, equipment, testing of systems, and to provide training on all building systems while the Contractor finalizes their obligation.

Therefore, the Owner and the Contractor agree as set forth in the following paragraph.

If the Contractor fails to achieve milestones allowing the Owner to effectively and properly mobilize, setup, install and test systems such as but not limited to furniture, equipment, communications, computer networks and other systems as required to operate a public safety complex, in the periods delineated under Contract Time the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the actual costs for such delay, as follows...

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 systems, furniture and 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 ARE 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. These damages shall be based on the actual documented costs for those items defined above and the Owner Acknowledges that it will not impose costs for rental of temporary facilities to conduct Fire Academy business, additional transportation costs associated with staff and premiums associated with staff not associated with setting up the building(s).

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."

Liquidated damages shall be assessed at a rate of \$1,000.00 per day. The maximum liquidated damages payable shall be \$75,000.00.

00300-10

9. 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.

A A Asbestos Abatement Co., Inc.

(Bidder's name)

By: John A. Furtado, Jr.

Title: President

Corporate Seal:

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 BID FORM

END OF SECTION



Asbestos Abatement Co., Inc.  
R-1307 Hartford Avenue - Johnston, RI 02919  
Phone: 401-351-1188 - Fax: 401-331-9095  
E-mail: demo@aawrecking.com

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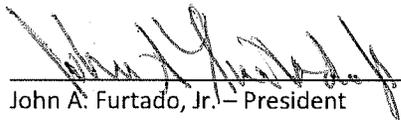
February 7, 2014

State of RI- Dept. of Adm.  
Div. of Purchases  
One Capitol Hill  
Providence, RI 02908

Solicitation #: 7548399

Title: Demolition, Asbestos & Abatement of Existing Structures @ Bldgs. 79 (Service Bldg.) & 80 Kitchen, Dining Hall-Pastore Center

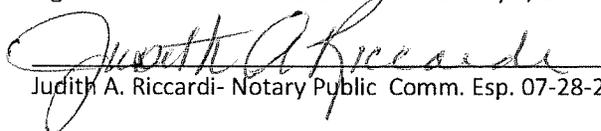
I, John Furtado, Jr.- President of A.A. Asbestos Abatement Co.,Inc. hereby certify that I am actively and legally authorized to bind A.A. Asbestos Abatement Co., Inc. contractually.



---

John A. Furtado, Jr. - President

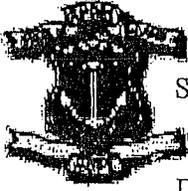
Signed and sworn to before me on February 7, 2014



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Judith A. Riccardi- Notary Public Comm. Esp. 07-28-2017 #32799

*An Equal Opportunity Employer*



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

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

January 21, 2014

**ADDENDUM NUMBER ONE  
SOLCITATION 7548399**

**TITLE: Demolition, Asbestos and Abatement of Existing Structures at Bldgs 79 (Service Building) and 80 (Kitchen, Dining Hall-Pastore Center. Includes all aspects of proper disposal according to regulations.**

**Closing Date and Time: 2/7/2014 at 11:00 AM (Note Change)**

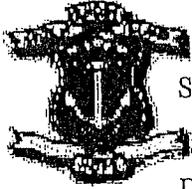
**Per the issuance of this ADDENDUM #1 (1) page, the following change is noted:**

**Please be advised the bid closing date and time has been extended:  
From 2/5/14 at 10am  
To 2/7/14 at 11am**

Due to the expected inclement weather expected on 1/22/14 the non- mandatory pre bid conference is being changed from 1/22/14 at 1 pm, to 1/27/14 at 1 pm. The location will remain the same:

Department of Administration  
Division of Purchases, 2<sup>nd</sup> Floor Bid Room  
One Capitol Hill  
Providence, RI., 02908

The closing date for questions has been extended to 1/29/14 at 5pm.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

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

January 30, 2014

**ADDENDUM NUMBER TWO  
SOLCITATION 7548399**

**TITLE: Demolition, Asbestos and Abatement of Existing Structures at Bldgs 79 (Service Building) and 80 (Kitchen, Dining Hall-Pastore Center. Includes all aspects of proper disposal according to regulations.**

**Closing Date and Time: 2/7/2014 at 11:00 AM**

**Per the issuance of this ADDENDUM #2, note the following:**

This addendum posts the transcript (10 pages) from the non- mandatory pre bid conference held 1/27/14 at 1pm.

This addendum posts the sign in sheet (2 pages) from the non-mandatory pre bid conference held 1/27/14 at 1pm.

This addendum answers questions (2 pages) from the non-mandatory pre bid conference and those submitted on line to [bidinfo@purchasing.ri.gov](mailto:bidinfo@purchasing.ri.gov) until 5pm, January 29, 2014.

Addendum is a total of 15 pages, including this cover sheet.

**END OF QUESTIONS**

**In The Matter Of:**  
*Pre-Bid Conference*

---

*Hazardous Material Mitigation, Demolition & Site Restoration*  
*January 27, 2014*

---

**ALLIED**

COURT REPORTERS, INC.  
*and*

**VIDEO CONFERENCE CENTERS**

Phone: 401-946-5500

Toll Free: 888-443-3767

[www.alliedcourtreporters.com](http://www.alliedcourtreporters.com)

[Info@alliedcourtreporters.com](mailto:Info@alliedcourtreporters.com)



*Min-U-Script® with Word Index*

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DEPARTMENT OF ADMINISTRATION

PROCEEDINGS AT HEARING: PRE-BID CONFERENCE  
IN RE: HAZARDOUS MATERIAL MITIGATION, DEMOLITION  
AND SITE RESTORATION OF BUILDINGS 79 & 80  
AT THE PASTORE CENTER, CRANSTON, RI

DATE: JANUARY 27, 2014  
TIME: 1:00 P.M.  
PLACE: DEPARTMENT OF ADMINISTRATION  
ONE CAPITOL HILL  
PROVIDENCE, RI 02903

PRESENT:

DAVID CADORET, DEPARTMENT OF ADMINISTRATION  
GARY DEBLOIS, LOUIS BERGER  
MIKE LEMA, SITECOM  
LENNY CORRENTO, LABORERS  
BRIAN LABONTE, ACME  
JONATHAN DEPAULT, DEPARTMENT OF ADMINISTRATION  
CHRIS FEENEY, LOUIS BERGER  
JANET FAHY, COAST & HARBOR ASSOCIATES  
ALEX CORREIA, J.R. VINAGRO  
CARL DIPAOLO, J&R CORPORATION

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(HEARING COMMENCED AT 1:10 P.M.)

MR. CADORET: My name is David Cadoret. I will answer any questions pertaining to the bid process itself. Gary from Louis Berger will answer questions about the scope of the work, and Jonathan may or may not jump in depending on the questions. I'm going to go over both of these forms on the front end of the document because they're relatively new, with a bunch of new laws that came into effect on January 1. The closing date has been extended from 2/5 to 2/7 at 11 a.m.

Questions are being allowed on-line until 1/29/14 at 5 p.m. The web address is the on the bid solicitation. This is a non-mandatory pre-bid conference. A bid bond is required on this job, payment and performance bond is required. This is a public works project. You 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. There's instructions in there how you can access what has to be submitted with your bid. Section 00800, 13.10.1.4, I believe

1 it references E-Verify no longer applies on any  
2 bids in the State of Rhode Island. There are a  
3 couple of new forms. The General Contractor  
4 Apprenticeship Certification Form, that must be  
5 submitted at the time of bidding. That is a  
6 project in excess of \$1 million dollars. If you  
7 bid less than \$1 million, you do not have to  
8 submit it. There's an Apprenticeship  
9 Certification Form that must be submitted before  
10 any work is started on the project. Again, that  
11 is in excess of \$1 million dollars. A General  
12 Contractor Apprenticeship Recertification and  
13 Certification Form, that's also included in  
14 here. You can obtain at this time.

15 A tentative letter of award goes  
16 out. And again, only for a million dollars,  
17 over a million dollars. We've included a  
18 checklist to help you submit the necessary  
19 forms. That's towards the back of the bid  
20 proposal. There's a W-9 that we would like  
21 filled out submitted with every bid. A lot of  
22 times we have to update, and it just cuts down  
23 on the times for us to get the paperwork. Any  
24 questions as far as the bid process itself goes?

25 MR. DEBLOIS: Okay, the primary

1 goal will be, obviously, is to demolish  
2 buildings 79 and 80. Prior to demolition, a  
3 couple of things that will have to happen.  
4 Building 80 right now, there's holes in the  
5 floor. The concrete decking is beginning to  
6 deteriorate pretty rapidly, so the contractor  
7 will need to come up with a stabilization plan  
8 for that. It will have to be the recommendation  
9 of a structural PE in the State of Rhode Island.  
10 That will have to be prior to any asbestos  
11 abatements or removing any of the file boxes  
12 which are marked on the floor plans. That needs  
13 to be removed.

14           Also prior to starting demolition,  
15 a good amount of utility work will need to be  
16 done. This includes cutting and capping sewer  
17 and drain lines and installation of insertion  
18 valves and relocation of some electric, overhead  
19 electric lines, and a master fire alarm line  
20 that goes from minimum security facilities over  
21 to Buildings 79 and 80. I believe it's 89.  
22 Also prior to starting demo, the contractor will  
23 need to get all personnel -- registered might be  
24 the wrong word, but get the BCI checks for DOC.  
25 This building's right on the perimeter of the

1 DOC property. The contractor will also have to  
2 put together a road and control plan. And  
3 that's pretty much prior to starting the demo.  
4 Involved with the demolition, there's obviously  
5 a demolition of the two buildings. Also,  
6 several utility tunnels as they exit the  
7 building will need to be cut back as they're  
8 shown on the plan and bulkheaded, and all the  
9 driveways and walkways surrounding the building  
10 will need to be removed. Once that's done, as  
11 far as restoration, I believe there are two  
12 water mains that will need to be replaced as far  
13 as three hydrants. Trench details for those are  
14 different, so please pay attention to that. And  
15 then to finish off, your job will be backfilling  
16 loam and seed and final alignment with fences,  
17 primarily the DOC security fences. And also,  
18 one quick notice that this is on a bit of an  
19 accelerated schedule. The state would like  
20 substantial completion by June 30th, and  
21 substantial completion will be the holes  
22 backfilled, and we're waiting on loam and seed.  
23 I think that's it, if you guys have any  
24 questions.

25 (INAUDIBLE): Do we have access to

1 this building?

2 MR. DEBLOIS: Today, no.

3 (INAUDIBLE): At any time?

4 MR. DEBLOIS: We'll get back to you  
5 in writing about that.

6 (INAUDIBLE): You say there's holes  
7 in the floors?

8 MR. DEBLOIS: There's one hole in  
9 the floor.

10 (INAUDIBLE): That's the extent of  
11 -- how big is the hole. We've got to deal with  
12 that hole with a professional engineer.

13 MR. DEBLOIS: Yeah, whether  
14 selective demolition is chosen, or some type of  
15 stabilization is chosen.

16 (INAUDIBLE): I understand, but I  
17 have to get in there to see the extent of  
18 stabilization.

19 MR. DEBLOIS: In the appendix,  
20 there's specifications, there's a report by  
21 O'Day Engineers that details all the structural  
22 issues with that building. As far as any other  
23 access to the building prior to putting in your  
24 bid, that will be something that will be  
25 something that we'll discuss and respond to.

1 MR. DEBLOIS: Any other questions?

2 MR. CADORET: Your company  
3 submitted one bid as far as, his state bid uses  
4 Quest Light software. Quest Lite software that  
5 DOT uses, is not applicable to this bid, but  
6 we'll post that as an addendum. I believe I  
7 answered the person who submitted that question.  
8 We'll put that in the addendum, as well.

9 (INAUDIBLE): You don't have to put  
10 the disk in now with the bid.

11 MR. CADORET: You have to put the  
12 disk but Quest Lite is a program that DOT uses,  
13 you still have to submit a disk, but it's not  
14 related to Quest Lite.

15 (INAUDIBLE): Is it just the bid,  
16 or is it a paper bid?

17 MR. DEBLOIS: It's with both, it's  
18 paper bid and a disk.

19 (INAUDIBLE): What's the official  
20 one?

21 MR. CADORET: Both have to come in.  
22 If one is not there, the disk is not there,  
23 you're deemed nonresponsive.

24 MR. LIMA: Just going to the  
25 relocation of the power lines. I mean,

1 typically, we don't do that work, but I don't  
2 know if that's something you hire an electrical  
3 sub for, or is that something that Verizon does  
4 just to coordinate?

5 MR. DEBLOIS: That would be  
6 something that you guys have to go through to  
7 hiring the licensed electrical subcontractor,  
8 and have them put it together for you, but,  
9 yeah, that would be if you guys can't do it,  
10 you'd hire someone.

11 MR. LEMA: But it's not Verizon,  
12 it's something --

13 MR. CADORET: No, it's not National  
14 Grid. We'll respond to you in writing. All  
15 questions with official answers will be through  
16 writing, just so I can double-check that.

17 MR. DEBLOIS: Any other questions?  
18 All right. We can continue to ask questions  
19 on-line until January 29th at 5 p.m. until, and  
20 we'll post everything as an addendum and we'll  
21 answer the questions that were asked here.  
22 Thank you, very much.

23 (HEARING CONCLUDED AT 1:30 P.M.)  
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C-E-R-T-I-F-I-C-A-T-E

I, PAULA J. CAMPAGNA, CSR, a Notary Public, do hereby certify that the foregoing is a true, accurate, and complete transcript of my notes taken at the above-entitled hearing.

IN WITNESS WHEREOF, I hereunto set my hand this 30th day of January 2014.

PAULA J. CAMPAGNA, CSR, NOTARY PUBLIC/CERTIFIED COURT REPORTER

MY COMMISSION EXPIRES: April 19, 2014

IN RE: Hazardous Material Mitigation, Demolition and Site Restoration of Buildings 79 & 80 At the Pastore Center, Cranston, RI

DATE: January 27, 2014







STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex

1511 Pontiac Avenue

Cranston, RI 02920-4407

TTY:

Via RI Relay 711

Lincoln D. Chafee

Governor

Charles J. Fogarty

Director

STATE CONTRACT ADDENDUM

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

PREVAILING WAGE REQUIREMENTS

(37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at [www.dlt.ri.gov/pw/Posters.htm](http://www.dlt.ri.gov/pw/Posters.htm) .poster/htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

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*TTY via RI Relay 711*



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone: (401) 462-8000  
TTY: Via RI Relay 711

Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

- subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
  7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at [www.dlt.ri.gov/pw.forms/htm](http://www.dlt.ri.gov/pw.forms/htm), as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
  8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
  9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
  10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
  11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journey person ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
  12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

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TTY via Rf Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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Governor  
Charles J. Fogarty  
Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: John A. Furtado, Jr.  
John A. Furtado, Jr.  
Title: President

Subscribed and sworn before me this 7<sup>th</sup> day of Feb., 2014

[Signature]  
Notary Public  
My commission expires: 07/28/2017

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TTY via RI Relay 711*



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training  
Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone: (401) 462-8000

APPENDIX A

**TITLE 37**  
**Public Property and Works**  
**CHAPTER 37-13**  
**Labor and Payment of Debts by Contractors**  
**SECTION 37-13-5**

§37-13-5 Payment for trucking or materials furnished – Withholding of sums due. -A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

APPENDIX B

**TITLE 37**

**Public Property and Works**

**CHAPTER 37-13**

**Labor and Payment of Debts by Contractors**

**SECTION 37-13-7**

§ 37-13-7 Specification in contract of amount and frequency of payment of wages.

(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.



**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](http://www.dlt.ri.gov), under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

**Bid/RFP Number:** 7548399

**Bid/RFP Title:** Hazardous Materials Mitigation, Demolition, and Site Restoration of Bldgs. 79 & 80  
John O. Pastore Center Cranston RI

**RIVIP Vendor ID#:** 3021

**Vendor Name:** A A Asbestos Abatement Co., Inc.

**Address:** R-1307 Hartford Avenue

**Telephone:** Johnston, RI 02919

**Fax:** 401-331-9095

**E-Mail:** jfurtado@aawrecking.com

**Contact Person and Title:** John A. Furtado, Jr. - President  
A A Asbestos Abatement Co., Inc.  
R-1307 Hartford Ave. - Johnston, RI 02919

(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).

John A. Furtado, Jr. - President

Printed Name and Title of Authorized Representative

Date

2/7/2014

Signature of Authorized Representative

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 0425599

NAME A.A. Asbestos Abatement Co., Inc.

ADDRESS 1307 Hartford Avenue

(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 Pres DATE 2/7/14 TEL NO. 357-1188

**BUSINESS DESIGNATION:**

- Please Check One:
- |                                      |   |   |
|--------------------------------------|---|---|
| Individual <input type="checkbox"/>  | Medical Services Corporation <input type="checkbox"/> | Government/Nonprofit Corporation <input type="checkbox"/> |
| Partnership <input type="checkbox"/> | Corporation <input checked="" type="checkbox"/>       | Trust/Estate <input type="checkbox"/>                     |
|                                      |   | Legal Services Corporation <input type="checkbox"/>       |

**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



# Construction and General Laborers' Local Union 271

410 South Main Street  
Providence, Rhode Island 02903

Telephone (401) 331-9682  
FAX (401) 861-1480

January 28, 2014

John Furtado  
AA Asbestos Abatement Co., Inc.  
1307 Hartford Avenue  
Johnston, RI 02919

**RE: REGISTERED APPRENTICESHIP PROGRAM**

Dear John:

Per our phone conversation, please accept this letter of confirmation of AA Asbestos Abatement Co., Inc.'s access to and participation in our Construction Craft Laborer Apprenticeship program.

As you know, AA Asbestos Abatement Co., Inc. is a signatory contractor with the New England Laborer's Union. As such, your corporation participates in and has access to the US Department of Labor Registered Apprenticeship Program within Rhode Island.

Should AA Asbestos Abatement Co., Inc. have any questions, or require any additional information regarding your laborers' apprenticeship program, please do not hesitate to contact me.

Sincerely,

Michael F. Sabitoni,  
Business Manager

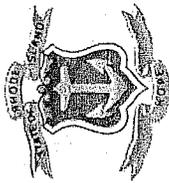
MFS/gb



**STATE OF RHODE ISLAND**

**CONTRACTORS' REGISTRATION  
AND LICENSING BOARD**

REGISTRANT'S NAME	REGISTRATION NO.	EXP. DATE
A A ASBESTOS ABATEMENT CO.	2466	06/17/14
AUTHORIZED REPRESENTATIVE		
JOHN A FURTADO JR.		
DRIVER'S LICENSE #	EXECUTIVE DIRECTOR	
R.I. 7914693	<i>John A. Furtado</i>	



*State of Rhode Island and Providence Plantations*  
*DEPARTMENT OF HEALTH*  
**HEALTHY ENVIRONMENT TEAM – ASBESTOS PROGRAM**  
**ASBESTOS ABATEMENT CONTRACTOR LICENSE**

Pursuant to Title 23, Chapter 24.5 of the General Laws of Rhode Island (the Act) and the Rhode Island Rules and Regulations for Asbestos Control and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to act as an Asbestos Abatement Contractor. This license is subject to all applicable provisions of the Act and all applicable rules, regulations and orders of the Rhode Island Department of Health-Office of Occupational and Radiological Health now or hereafter in effect and to any conditions specified below.

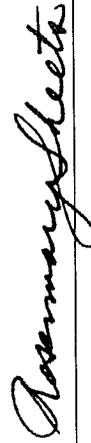
**Licensee:** A A ASBESTOS ABATEMENT COMPANY INC  
**Address:** R-1307 HARTFORD AVENUE  
JOHNSTON RI 02919-7193  
**License Number:** LAC-025  
**Expiration Date:** 01/31/2015

**Asbestos Abatement Activities Authorized:** Removal, encapsulation or enclosure of asbestos containing material in accordance with Part B of the Rhode Island Rules and Regulations

For a listing of site supervisors that are associated with this license please visit our website at the following web address:

<http://www.health.ri.gov/hsr/professions/license.php>

At least one Asbestos Abatement Site Supervisors must be physically present whenever any on-site work is being performed in conjunction with an approved asbestos abatement project. The photo ID issued by the Agency must be clearly displayed by an Asbestos Abatement Site Supervisor at all times while supervising an approved asbestos abatement project. Except as specifically provided otherwise in this license, the licensee shall conduct his program in accordance with statements, procedures and representations contained in the documents, including any enclosures. The Rhode Island Rules and Regulations for Asbestos Control shall govern unless the statements, representations and procedures in the licensee's application and correspondence are more restrictive than the regulations.



Rosemary Sheets  
Supervising Industrial Hygienist  
Health Professionals Regulation

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we A.A. Asbestos Abatement Co., Inc.
R-1307 Hartford Avenue, Johnston, RI 02919 as Principal, hereinafter called the Principal, and International Fidelity Insurance Company
One Newark Center, Newark, NJ 07102-5207 a corporation duly organized under the laws of State of NJ

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

Five Percent of Amount Bid Dollars (\$ 5% ),

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

Bid # 7548399 Demolition, Asbestos and Abatement of Existing Buildings - Pastore Complex Buildings 79 & 80

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 hereof, 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.

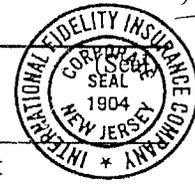
Signed and sealed this 5th of February, 2014.

Witness signature: Joseph A. Riccardi (Witness)

A.A. Asbestos Abatement Co., Inc. (Principal) (Seal)

BY: John A. Portaco, Jr. (Title)

International Fidelity Insurance Company (Surety)



BY: Shelly Andrade (Title) Attorney-in-Fact

Witness signature: (Witness)

**POWER OF ATTORNEY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

Shelly Andrade as attorney-in-fact to execute the following bond:

Surety Bond Number: Bid Bond

Principal: A.A. Asbestos Abatement Co., Inc.

Obligee: State of Rhode Island and Providence Plantations

and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 12<sup>th</sup> day of March, 2012.

COMPANY  
STATE OF NEW JERSEY  
County of Essex

INTERNATIONAL FIDELITY INSURANCE

Handwritten signature of Robert W. Minster in cursive.

Robert W. Minster, Executive Vice-President

On this 12<sup>th</sup> day of March, 2012., before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



Handwritten signature of Jose A. Marquez, Jr. in cursive.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2015

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 5<sup>th</sup> day of February, 2014

Handwritten signature of Maria H. Branco in cursive.

Assistant Secretary