

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

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFPNumber:** 7548500  
**Bid/RFP Title:** LADD CNTR PHASE II HAZARDOUS MATERIALS MITIGATION, DEMO. & SITE RESTORATION (37 PGS + ZIP FILE)  
**Opening Date & Time:** 3/26/2014 11:00 AM  
**RIVIP Vendor ID #:** 25220  
**Vendor Name:** ADS Construction, Inc.  
**Address:** 300 Wampanoag Trail  
East Providence , RI 02915  
USA  
**Telephone:** (401) 431-1228  
**Fax:** (401) 431-0617  
**E-Mail:** adepasquale@adsconst.com  
**Contact Person:** Anthony L. DePasquale  
**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 authorized pursuant to this contract.
- Y 5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ([www.purchasing.ri.gov](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.





program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);

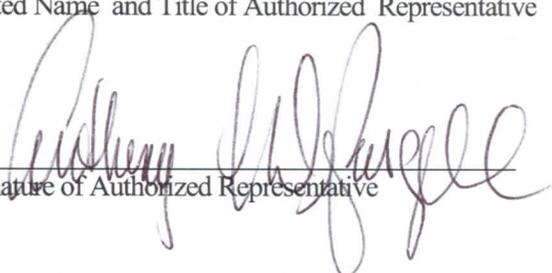
- C. Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will 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).

Anthony L. DePasquale, President  
Printed Name and Title of Authorized Representative

3/26/14

Date

Signature of Authorized Representative





STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

## Department of Labor and Training

Center General Complex

1511 Pontiac Avenue

Cranston, RI 02920

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



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

## Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920

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



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920

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

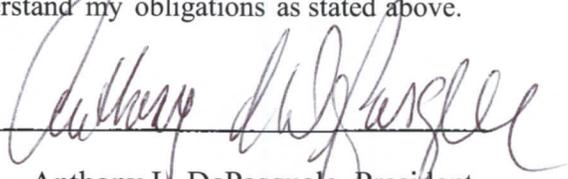
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Governor  
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Director

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

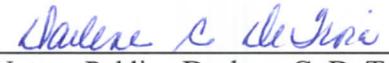
Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

**CERTIFICATION**

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

By:   
Title: Anthony L. DePasquale, President

Subscribed and sworn before me this 26 day of March 2014 .

  
Notary Public Darlene C. DeTroia  
My commission expires: 1/28/18

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)

Three empty boxes for Social Security Number.

Employer ID No. (EIN)

05 | 0511208

NAME ADS Construction, Inc.

ADDRESS 300 Wampanoag Trail

(REMITTANCE ADDRESS, IF DIFFERENT)

CITY, STATE AND ZIP CODE East Providence, RI 02915

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 3/26/14 TEL NO. 431-1228

BUSINESS DESIGNATION:

- Please Check One: Individual [ ], Medical Services Corporation [ ], Government/Nonprofit Corporation [ ], Partnership [ ], Corporation [x], 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

**Exhibit A**  
**SECTION 00300**

**BID FORM**

Date:

**RFP #7548500**

To:

The Department of Administration, Division of Purchases  
One Capitol Hill, Providence, RI 02908

Project:

Ladd Center Phase II  
Hazardous Materials Mitigation, Demolition, and Site Restoration of the Sewage Treatment Plant, Fire Station and Power Plant Building, Fogarty Building, Rehabilitation Building, and Newport House.  
Joseph P. Ladd Center, Exeter, RI

Submitted by:

ADS Construction, Inc.

300 Wampanoag Trail

East Providence, RI 02915

(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 herein includes all work delineated in the Project Manual and Drawings prepared by The Louis Berger Group, Inc and appended to the solicitation #7548500. 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:

\$		3	,		8	0	6	,		0	0	0	.		0	0
----	--	---	---	--	---	---	---	---	--	---	---	---	---	--	---	---

Numeric

Three Million Eight Hundred Six Thousand Dollars

Written

00300-1

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

**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 - \$100,000.  
**(This allowance shall not include the abatement, removal, and/or disposal of the identified PCB bulk product waste materials specifically identified on the Contract Drawings and Appendix A of the Contract Specifications)**
  
- 2.2 Underground Utilities - \$100,000.  
**(This allowance shall not include the abatement, removal, and/or disposal of the 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 2/21/14                      Addendum No. 2, dated 3/11/14  
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.

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)	\$ , 5 8 2 . 0 0
One Half Day Rate (Four Hours)	\$ , 2 9 4 . 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.	\$ , 5 4 6 . 0 0
4. Forty (40) Yard Roll Off Dumpster for use by the Owner's Own Workforce or Owner's Subcontractors. This includes	\$ , 6 1 2 . 0 0

Drop off, and pick up of units as well as tipping fees for allowable load.					6	1	2			0	0				
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	4	.	00		
6. 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	\$									1	,	20	0	.	00
Per Month	\$									4	,	20	0	.	00

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 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
7. 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	\$ , 1 2 0 . 0 0
Forty Eight hour Turnaround	\$ , 1 6 8 . 0 0

8. 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	\$ 1 , 8 0 0 . 0 0
Underground Tank 1001 to 5000 Gallons Per Each	\$ 3 , 0 0 0 . 0 0
Underground Tank 5001 to 10000 Gallons Per Each	\$ 7 , 2 0 0 . 0 0
Underground Tank 10,001 and greater Gallons Per Each	\$ 9 , 0 0 0 . 0 0
9. 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	\$ , 8 4 0 . 0 0
Per Gallon, Total 10 to 50 Gallons	\$ , 9 0 0 . 0 0
Per Gallon, Total 50 Gallons and greater	\$ 1 , 0 2 0 . 0 0
10. 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	\$ , 9 0 0 . 0 0
Per Cubic Yard, Total 10 Cubic Yards and greater	\$ , 7 8 0 . 0 0
11. All services required to remove, and legally dispose of electrical transformers with suspect hazardous materials (unit cost per each)	
Per Each	\$ 4 , 2 0 0 . 0 0
12. All services required to remove and legally dispose asbestos pipe insulation (less than or equal to 6 inch pipe diameter)	
Per Linear Foot	\$ , 2 4 . 0 0
13. All services required to remove and legally dispose asbestos pipe insulation (greater than 6 inch pipe diameter)	







## 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 October 15, 2014 while working within the Key Dates and Milestone periods delineated below.

Start of Construction ..... March 1, 2014

Date of Substantial Completion..... September 15, 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 ..... October 15, 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

## 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...

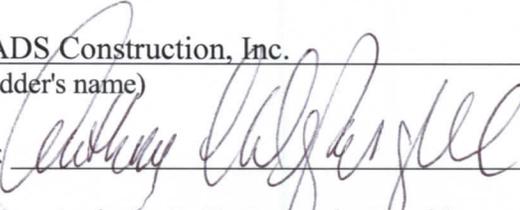
The Owner reserves the right to "Actual Damages" which for the purposes of this section shall be defined as all associated costs to delay and/or store systems, furniture and equipment including the costs of any and all labor and potential difference in cost between original owner proposals and potential 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.

## 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.

ADS Construction, Inc.  
(Bidder's name)  
By:   
Title: Anthony L. DePasquale, 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**

00300-10

**ADS CONSTRUCTION, INC.**

**Consent Action by Shareholder**

**In Lieu of Annual Meeting**

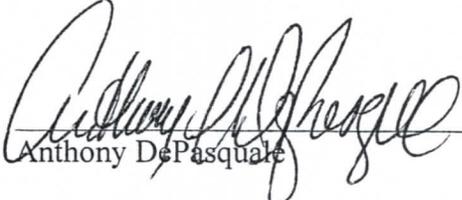
Pursuant to the provisions of Section 7-1.2-707 of the Rhode Island General Laws of 1956, as amended, the undersigned, being the sole voting shareholder of ADS CONSTRUCTION, INC. (the "Corporation"), does hereby consent to the following resolutions, which are deemed to be adopted as if adopted by a unanimous vote at a meeting of the shareholders duly called and held on the date hereof:

RESOLVED: That all acts of the officers of the Corporation to the date hereof be and the same hereby are ratified and approved; and

FURTHER RESOLVED: That the following individual be and hereby is elected President, Secretary and Treasurer of the Corporation, to hold such offices in accordance with the By-laws of the Corporation:

Anthony DePasquale

IN WITNESS WHEREOF, the undersigned has executed this Consent as of January 31, 2014.

  
Anthony DePasquale

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we **ADS CONSTRUCTION, INC., 300 Wampanoag Trail, East Providence, Rhode Island**

as Principal, hereinafter called the Principal, and **THE OHIO CASUALTY INSURANCE COMPANY**  
a corporation duly organized under the laws of the State of **Ohio**

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 **Ladd Center-Phase II Demo & Site Restoration**

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 **26th** day of **March, 2014**.

*Melanie P. De Gisi*  
(Witness)

**ADS CONSTRUCTION, INC.**  
(Principal)

By: *Curtis J. Pappalardo*  
(Title) (Seal)

*Thomas J. Chanuse*  
(Witness)

**THE OHIO CASUALTY INSURANCE COMPANY**  
(Surety) (Seal)

By: *David J. Byrne, III*  
**David J. Byrne, III, (Title) Attorney-in-Fact**

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5716402

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles A. Byrne; Denise A. Chianese; David J. Byrne III

all of the city of East Providence, state of RI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December, 2012.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 1st day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of March, 2014.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.