AIA® Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **HK&S Construction Holding, Corp. of PO Box 6,**
(Here insert full name and address or legal title of Contractor)
Newport, RI 02840

as Principal, hereinafter called the Principal, and **Endurance American Insurance Company of 333**
(Here insert full name and address or legal title of Surety)
Westchester Avenue, White Plains, NY 10604

a corporation duly organized under the laws of the State of **Delaware**
as Surety, hereinafter called the Surety, are held and firmly bound unto **State of Rhode Island of 1 Capitol Hill,**
(Here insert full name and address or legal title of Owner)
Providence, RI 02903

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF AMOUNT 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 **Construction Svcs. Asbestos Abatement, Demo of Struct.,**
(Here insert full name, address and description of project)
Site Work 7548638A2

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 **15th** day of **May, 2014**

(Witness)

HK&S Construction Holding, Corp.
(Principal) (Seal)

(Title) Vice President

(Witness)

Endurance American Insurance Company
(Surety)

(Title) **Mark D. Leskanic**
Attorney-in-Fact (Seal)

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ENDURANCE AMERICAN INSURANCE COMPANY

BID1415001573
Seal Number: 14

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware corporation (the "Corporation"), with offices at 750 Third Avenue, New York, New York 10017, has made, constituted and appointed and by these presents, does make, constitute and appoint

MARK D. LESKANIC, OSCAR B. JOHNSON, NEWTON S. JOHNSON

its true and lawful Attorney(s)-in-fact, at WALTHAM in the State of MA and each of them to have full power to act without the other or others, to make, execute, seal and deliver for and on its behalf bonds, undertakings or obligations in surety or co-surety with others, also to execute and deliver on its behalf renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of SEVEN MILLION FIVE HUNDRED THOUSAND Dollars ($7,500,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.98

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, a copy of which appears below under the heading entitled "Certificate".
98
This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 and said resolution has not since been revoked, amended or repealed:

> RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, the signature of such directors and officers and the seal of the Corporation 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 signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

This Power of Attorney shall expire and all authority hereunder shall terminate without notice at 12:01 a.m. (Standard Timer where said attorney(s)-in-fact is authorized to act.) APRIL 13TH, 2015.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 14TH day of APRIL, 2014 at New York, New York.
(Corporate Seal)

ENDURANCE AMERICAN INSURANCE COMPANY

ATTEST ..... Alfred N. Wright, Senior Vice President

By ..... Ronald Diggs, Vice President

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

On the 14TH day of APRIL, 2014 before me personally came RONALD DIGGS to me known, who being by me duly sworn, did depose and say that (s)he resides in HELLERTOWN, PENNSYLVANIA that (s)he is a VICE PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that (s)he signed his (her) name thereto by like order.
(Notarial Seal)

..... Anie Licari, Notary Public - My Commission Expires: October 29, 2015

CERTIFICATE

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

I, Doug Worman, the Chief Executive Officer of ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others and to execute and deliver for and on behalf of the Corporation renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations:

ALFRED N. WRIGHT, RONALD DIGGS

And

RESOLVED FURTHER, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation.

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 15TH day of MAY, 20 14.

(Corporate Seal)

..... Doug Worman, Chief Executive Officer of U.S. Insurance

This Document is printed on colored bonded safety paper. Any reproductions are void.

State of Rhode Island and Providence Plantations Contract Offer

RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber:	7548638A2
Bid/RFP Title:	CONSTRUCTION SVCS ASBESTOS ABATEMENT,DEMO OF STRUCT.,SITE WORK ROCKY POINT,WARWICK(39 pgs)
Opening Date & Time:	5/12/2014 11:00 AM
RIVIP Vendor ID #:	34587
Vendor Name:	HK&S CONSTRUCTION HOLDING CORP.
Address:	554 Ten Rod Rod 2nd Floor North Kingstown , RI 02852 USA
Telephone:	401-847-7350
Fax:	401-847-7351
E-Mail:	HUGOKEYANDSON@VERIZON.NET
Contact Person:	JONATHAN KEY
Title:	PRESIDENT
R.I. Foreign Corp #:	

NOTICE TO VENDORS

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

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at www.purchasing.ri.gov. It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

SECTION 2 – REQUIREMENTS

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

Section 2.1 - RULES FOR SUBMITTING OFFERS

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

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

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

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

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

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

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

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

2.4. PREVAILING WAGE, OSHA SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS.

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

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.
3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

3.2. SPECIFICATIONS. Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website (www.purchasing.ri.gov).

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

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

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

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

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

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

SECTION 5 – CERTIFICATIONS AND DISCLOSURES
ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement.
A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

N 1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.

N 2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

N 3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than $5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

Y 4. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.

Y 5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".

Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.

Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.

Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

Y 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.

Y 11. I/We certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

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

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1–3 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #4–12 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.) **Date** 5/12/14

Hugo Key III Vice President
Name and Title of company official signing offer Print

Section 00310

Solicitation #: 7548638
Solicitation Title: Rocky Point Demolition Activities, Warwick RI

BID FORM

To: The State of Rhode Island Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill, Providence, RI 02908-5855

Bidder: HK+S Construction Holding Corp.
Legal name of entity

554 Ten Rod Road North Kingstown RI
Address (street/city/state/zip)

Jonathan Key jkey@hkands.com
Contact name / Contact email

401-847-7350 401-847-7351
Contact telephone / Contact fax

1. BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (*including the costs for all Allowances, Bonds, and Addenda)*:

$2,404,976.00
(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

Two million four hundred four thousand nine hundred seventy six dollars
(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

- **Bonds**

  The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

- **Allowances**

  There are no allowances in this solicitation.

Solicitation #: 7548638
Solicitation Title: Rocky Point Demolition Activities, Warwick RI

- **Addenda**

  The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price ***includes*** the costs of any modifications required by the Addenda.

  All Addenda must be acknowledged.

  Addendum No. 1 dated: 4/17/14

  Addendum No. 2 dated: 5/5/14

  Addendum No. 3 dated: _____

2. ALTERNATES (*Additions/Subtractions* to Base Bid Price)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase or reduce the Base Bid Price by the amount set forth below for each Alternate selected.

Check "Add" or "Subtract."

✓ Add ____ Subtract Alternate No. 1: **Remove and Dispose Cottages**

$ 660,000.00
(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

six hundred sixty thousand dollars
(amount *in words* printed electronically, typed, or handwritten legibly in ink)

Section 00310

Solicitation #: 7548638
Solicitation Title: Rocky Point Demolition Activities, Warwick RI

3. UNIT PRICES

Unit Bid Item No.	Item Description	Base Quantity in Lump Sum Bid Price	Unit	Unit Price	Extended Cost
1.	Construction Access	55	SY	One hundred dollars $100.00	Fifty five hundred dollars $5500.00
2.	Fabric Fence Screen	1,300	LF	Twenty dollars $20.00	Twenty six thousand dollars $26,000.00
3.	Straw Wattles	2,100	LF	Nine dollars $9.00	Eighteen thousand nine hundred dollars $18,900.00
4.	Baled Hay Erosion Check & Silt Fence	1,700	LF	Eight dollars $8.00	Thirteen thousand six hundred dollars $13,600.00
5.	Catch Basin Inlet Protection	12	EA	One hundred fifty dollars $150.00	Eighteen hundred dollars $1800.00
6.	Tree Protection	850	LF	Six dollars $6.00	Fifty one hundred dollars $5100.00
7.	Sawcut	1,600	LF	one dollar and fifty cents $1.50	Twenty four hundred dollars $2400.00
8.	Remove & Stockpile Chain Link Fence	700	LF	Six dollars $6.00	Forty two hundred dollars $ 4200.00
9.	Remove & Stockpile Chain Link Gate	1	EA	one thousand dollars $1000.00	one thousand dollars $1000.00
10.	Remove & Dispose Chain Link Fence	6,000	LF	four dollars $4.00	Twenty four thousand dollars 24,000.00

Section 00310

Solicitation #: 7548638
Solicitation Title: Rocky Point Demolition Activities, Warwick RI

Unit Bid Item No.	Item Description	Base Quantity in Lump Sum Bid Price	Unit	Unit Price	Extended Cost
11.	Remove & Dispose Chain Link Gate	4	EA	Five hundred dollars $500.00	Two thousand dollars $2000.00
12.	Remove & Dispose Concrete	4,550	TN	Eighty eight dollars $88.00	Four hundred thousand four hundred dollars $400,400.00
13.	Remove & Dispose or Reclamation of Bit. Conc. Pavement	50,300	SY	Six dollars and seventy five cents $6.75	Three hundred thirty nine thousand five hundred twenty five dollars $339,525.00
14.	Remove & Dispose Post or Bollard	90	EA	Fifty dollars $50.00	Forty five hundred dollars $4500.00
15.	Remove & Dispose Timber Frame and Sign	2	EA	Fifteen hundred dollars $1500.00	Three thousand dollars $3000.00
16.	Remove & Dispose Traffic Sign	1	EA	Five hundred dollars $500.00	five hundred dollars $500.00
17.	Remove & Dispose Wheel Stops	20	EA	Ten dollars $10.00	Two hundred dolars $200.00
18.	Remove & Dispose Steel Railing	450	LF	Ten dollars $10.00	Forty five hundred dollars $4500.00
19.	Remove & Dispose Bench	22	EA	One hundred dollars $100.00	Twenty two hundred dollars $2200.00

Section 00310

Solicitation #: 7548638

Solicitation Title: Rocky Point Demolition Activities, Warwick RI

Unit Bid Item No.	Item Description	Base Quantity in Lump Sum Bid Price	Unit	Unit Price	Extended Cost
20.	Remove & Dispose Picnic Table	25	EA	One hundred dollars and zero cents $100.00	Twenty five hundred dollars and zero cents 2500.00
21.	Remove & Dispose Planter	5	EA	Three hundred dollars and zero cents $300.00	Fifteen hundred dollars and zero cents $1500.00
22.	Remove & Dispose Steel Canopy Frames	2	EA	Three thousand dollars and zero cents $3000.00	Six thousand dollars $6000.00
23.	Remove & Dispose Train Track	1,600	LF	Eight dollars $8.00	Twelve thousand eight hundred dollars $12,800.00
24.	Remove & Dispose Catch Basin	11	EA	One thousand dollars $1000.00	Eleven thousand dollars $11,000.00
25.	Remove & Dispose Manhole	25	EA	One thousand dollars $1000.00	Twenty five thousand dollars $25,000.00
26.	Relocate Stockpiled Chain Link Fence	700	LF	Twenty dollars $20.00	Fourteen thousand dollars $14,000.00
27.	Chain Link Fence	150	LF	Twenty six dollars $26.00	Thirty nine hundred dollars $3900.00
28.	Chain Link Vehicular Gate	1	EA	Five thousand dollars $5000.00	Five thousand dollars $5000.00
29.	Common Borrow	17,000	TN	Eighteen dollars $18.00	Three hundred six thousand dollars $306,000.00

Section 00310

Solicitation #: 7548638
Solicitation Title: Rocky Point Demolition Activities, Warwick RI

Unit Bid Item No.	Item Description	Base Quantity in Lump Sum Bid Price	Unit	Unit Price	Extended Cost
30.	Topsoil	84,500	SY	Three dollars and fifty cents $3.50	Two hundred ninety five thousand seven hundred fifty dollars $295,750.00
31.	Seed	84,500	SY	Two dollars and twenty five cents $2.25	One hundred ninety thousand one hundred twenty five dollars $190,125.00
32.	Contaminated Soil Excavation and Disposal	180	TN	One hundred twenty five dollars $125.00	Twenty two thousand five hundred dollars $22,500.00
33.	Disposal of Lead-Hazardous Solid Waste	2,500	TN	One hundred twenty five dollars $125.00	Three hundred twelve thousand five hundred dollars $312,500.00
34.	Disposal of Non-Hazardous Solid Waste	300	TN	One hundred dollars $100.00	Thirty thousand dollars $30,000.00

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include ***all*** costs, including labor, materials, services, regulatory compliance, overhead, and profit.

Units:
SY – Square Yard
LF – Linear Foot
EA – Each
TN – Ton

4. CONTRACT TIME

The Bidder offers to perform the work in accordance with the timeline specified below:

- Start of construction: 6/15/14

Solicitation #: 7548638
Solicitation Title: Rocky Point Demolition Activities, Warwick RI

- Base Bid Substantial completion: 8/20/14
- Alternate Substantial completion: 10/15/14
- Final completion: 11/15/14

5. LIQUIDATED DAMAGES

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: **eight hundred dollars ($800.00)**.

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

BIDDER

Date: 5/12/14

HKS Construction Holding Corp.
Name of Bidder

Signature in ink

Hugo Key IV Vice President
Printed name and title of person signing on behalf of Bidder

29264
Bidder's Contractor Registration Number

668935.v6