

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

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number: 7548661A1
Bid/RFP Title: CONSTRUCTION AND INSTALLATION OF GARAGE STEDMAN GOVERNMENT CENTER -
CRMC (1 PG)

Opening Date & Time: 5/14/2014 11:00 AM

RIVIP Vendor ID #: 66999

Vendor Name: New England Building & Bridge Co. Inc.
Address: 19 B Lark Industrial
Parkway
Greenville , RI 02878
USA

Telephone: 401-830-5774
Fax: 401-830-5776
E-Mail: Donat104@hotmail.com
Contact Person: Peter Donatelli
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.dfr.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):

No

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.

No

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.

No

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.

Yes

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.

Yes

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".

Yes

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.

Yes

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.

Yes

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.

Yes

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

Yes

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.

Yes

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.

Yes

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

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Revised: 11/20/2013

SECTION 000410

BID FORM

Date: May 14, 2014
RFQ # 7548661

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

Project: Proposed Garage
Stedman Government Center
4808 Tower Hill Road
Wakefield, RI 02879

Submitted by: New England Building & Bridge Co, Inc License Nbr: 35685
19-B Lark Industrial Parkway
Greenville, RI 02828
(401) 830-5774; Fax (401) 830-5776; PDonatelli@nebbco.com

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

The method of measurement and unit price for all items shall be as noted in the Project Manual Section 000410 Bid Form. The unit price or lump sum price for all items shall constitute full compensation for complete in place acceptance, including labor, tools, materials, equipment, and all incidentals and items of work necessary to complete the work in a manner suitable for final acceptance by the owner. The Basis of Payment noted in the Project Manual Division 2 Site Construction and the Supplemental Standards and Specifications are not 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 Crossman Engineering dated February 2014. 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

SECTION 000410 BID FORM

**Proposed Garage
RFQ # 754866J**

addendums 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

Written

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 Trench Rock Excavation: \$500.00
- 2.2 Gravel Borrow Subbase Backfill and Placement to Replace Unsuitable Soils: \$2,500.00

Should actual value be more or less than identified, the contract value will be adjusted by change orders and the Unit Prices listed on the Bid Form to reflect the amount of differences.

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 April 23, 2014 Addendum No. 2, dated _____

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 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.

ADD ALTERNATES

No Add Alternatives are included in the Project.

DEDUCTIVE ALTERNATE

No Deductive Alternatives are included in the project.

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.

SECTION 000410 BID FORM

**Proposed Garage
RFQ # 7548661**

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.

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

DESCRIPTION OF SERVICES		CONTRACTORS UNIT COST								
Item 1	Project Mobilization, Per Each	\$	5	,	0	0	0	.	0	0
Item 2	Project Demobilization, Per Each	\$	5	,	0	0	0	.	0	0
Item 3	Clearing and Grubbing, Per Square Yard	\$,		2	0	.	0	0
Item 4	Remove and Dispose Bituminous Pavement, Per Square Yard	\$,		1	0	.	0	0
Item 5	Earth Excavation, Per Cubic Yard	\$,		3	5	.	0	0
Item 6	Trimming and Fine Grading, Per Square Yard	\$,			3	.	0	0
Item 7	Trench Rock Excavation, Per Cubic Yard	\$,	4	0	0	.	0	0
Item 8	Filter Sock or Straw Wattles, Per Linear Foot	\$,		3	0	.	0	0
Item 9	Removal of Filter Sock or Straw Wattles Erosion Controls, Per Linear Foot	\$,		2	0	.	0	0
Item 10	Crushed Stone 1-1/2 inch, Per Cubic Yard	\$,		5	0	.	0	0
Item 11	Bedding for Crushed Stone Trench, Per Cubic Yard	\$,		6	0	.	0	0
Item 12	Cement Concrete, Per Cubic Yard	\$,	1	5	0	.	0	0
Item 13	Gravel Borrow, Per Cubic Yard	\$,		4	0	.	0	0
Item 14	Hot Mix Asphalt Class 9.5 (1.5 inch), Per Ton	\$,	3	0	0	.	0	0
Item 15	Hot Mix Asphalt Class 12.5 (3 inch), Per Ton	\$,	3	0	0	.	0	0
Item 16	Asphalt Emulsion Tack Coat, Per Square Yard	\$,			2	.	0	0
Item 17	Cleaning and Sweeping Pavements, Per Square Yard	\$,			5	.	0	0
Item 18	Bituminous Pavement Sawcut, Per Linear Foot	\$,			4	.	0	0
Item 19	4-Inch Depth Loam Borrow, Per Square Yard	\$,		3	0	.	0	0
Item 20	RIDOT Type 2 Residential Seeding, Per Square Yard	\$,		1	0	.	0	0
Item 21	Bollard, Per Each	\$	1	,	5	0	0	.	0	0
Item 22	2 Inch PVC Electrical Conduit, Per Linear Foot	\$,		6	0	.	0	0

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

6. ACCEPTANCE and AWARD CRITERIA

This offer shall be open to acceptance and is irrevocable for ninety (90) days from the Bid closing date. If this Bid is accepted by the Owner within the time period stated above, the Contractor will:

- Execute the Agreement subject to compliance with required state regulatory agency approvals as described in the Invitation to Bid;

- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders; and
- Commence work within three (3) calendar days after receipt of a Purchase Order from the Rhode Island Division of Purchases.
- Complete the Project in a manner suitable for acceptance by the owner prior to **June 30, 2014.**

Bid Surety shall be forfeited as damages to the Owner by reason of our failure, in addition to any and all legal remedies and rights of the Owner, including but not limited to, recovery of the difference between the Contractor's bid and the next lowest responsible bidder that is accepted by the Owner.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

ACCEPTANCE OF BID and AWARD

It is the intent of the Owner to award a Contract as prescribed in the document entitled "Solicitation Information" provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available for the construction budget. The Purchasing Agent shall have the right to waive ANY Informalities and Irregularities in a Bid received and to accept the Bid which, in the Purchasing Agent's judgment, is in the State's best interests and the Owner reserves the right to award the bid based on costs alone.

The Owner shall have the right to accept Alternates in any order and/or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted. The Owner has grouped the alternates in the order in which they would like to award the alternates, however as noted above the Owner has the right to award alternates in any order and/or combination as available funds may dictate what can be incorporated into the project.

Minority Business Enterprises: Pursuant to G.L. 1956 § 37-14.1-1, et seq., the State reserves the right to apply additional consideration to offers, and to direct awards to Bidders other than the responsive Bid representing the lowest price where:

1. The offer is fully responsive to the terms and conditions of the request;
2. The offer is determined to be within a competitive range (not to exceed five percent (5%) higher than the lowest responsive offer) for the product or service; or
3. The firm making the offer has been certified by the State of Rhode Island, Department of Economic Development, to be a small business concern meeting criteria established to be a Minority Business Enterprise.

AWARD

Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of ninety (90) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the Purchasing Agent.

a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the State. The State reserves the right to determine those offers which are responsive to the Request or which otherwise serve its best interests.

b. The State reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the State may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the State to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the State may, at the option of the State, be

1. rejected as being non-responsive, or
2. set aside in favor of the State's terms and conditions (with the consent of the bidder), or
3. accepted, where the State Purchasing Agent determines that such acceptance best serves the interests of the State.

Acceptance or rejection of alternate or counter-offers by the State shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.

d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.

e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.

- f. The Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.
- g. The Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the State will be served by so doing.
- h. The Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.
- i. Preference may be given to bids on products raised or manufactured in the State, other things being equal.
- j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.
- k. The Purchasing Agent reserves the right to act in the State's best interests regarding awards caused by clerical errors by the Office of Purchases.

The Owner and Design Team will review all submissions. After review, one or more respondents may be invited to answer questions that allow the Owner and Design Team to determine which firm will be awarded the project based on the costs and confirmation that the Scope of Work is clear and that the Bid Costs includes all work. As such, the Bidder shall ensure that all key team members are available during the period of **March 1, 2014 - March 14, 2014** for Scope of Review meeting that will assist the Owner and Design Team in determining the completeness of the proposals. Additionally, the Bidder shall be prepared to provide all required documents (i.e. Bond, Insurance, MBE and etc.) for prompt execution of the Contract. It is further understood that if such examination and review is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

7. 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 **June 30, 2014** while working within the Key Dates and Milestone periods delineated below.

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

Start of Construction.....**April 1, 2014**
 Date of Substantial Completion..... **June 30, 2014**

Substantial Completion represents the date that the contractor commences Punch List completion, and areas are utilized by Owner.

Date that Temporary Certificate of Occupancy Issued**N/A**

This requirement will allow the Owner to start staffing the facility, but is not to be construed that the Contractor has achieved Final Completion for the project. All Warranty Work will be effective the date of final completion of the areas and spaces as mutually agreed to in writing by the Owner, Architect and the Contractor.

Date of Final Completion..... **June 30, 2014**

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

8. Drawing and Contract Exhibits

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

9. LIQUIDATED DAMAGES

"The Bidder (Contractor) acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed facilities as defined in the master schedule and Section entitled "Contract Time " in this Bid Form. It is the Owners intent to occupy the completed facilities as delineated in the project schedule 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 utilize completed facilities, 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 utilize parking, pedestrian and parking areas 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.

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 surely."

The maximum liquidated damages payable shall be \$250,000.00.

11. BID FORM SIGNATURE(S)

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

New England Building & Bridge Co, Inc

(Bidder's name)

By: Peter Donatelli

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 SECTION 000410

SECTION 000480 PROPOSED SUBCONTRACTORS

Proposed Garage

RFQ # _____

**SECTION 000480
PROPOSED SUBCONTRACTORS**

The Bidder shall state the names of all the subcontractors that he/she proposes to use:

(If none, write "None")

1. Proposed Subcontractor: Rossi Electric Co.
Address: 65 Western Industrial Drive; Cranston, RI 02921
Description of Work: Electrical Work

2. Proposed Subcontractor: Oak Hill Farm LLC (WBE)
Address: 414 Main Street; East Greenwich, RI 02818
Description of Work: Paving

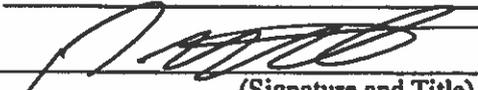
3. Proposed Subcontractor: _____
Address: _____
Description of Work: _____

(Attach Sheet of additional Subcontractors)

This is to certify that all names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed subcontractors have any conflict of interest with respect to this Contract.

BIDDER: New England Building & Bridge Co, Inc

BY:  President
(Signature and Title)

END OF SECTION 000480

Proposed Subcontractors

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 \$80 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (T.I.N.)

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

Social Security No. (SSN)

Employer ID No. (EIN)

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80	0792540
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NAME New England Building & Bridge Co, Inc

ADDRESS 19-B Lark Industrial Parkway

(REMITTANCE ADDRESS, IF DIFFERENT) _____

CITY, STATE AND ZIP CODE Greenville RI 02828

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 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  **TITLE** President **DATE** 5/13/14 **TEL. NO.** (401) 830-5774

BUSINESS DESIGNATION:

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

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

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

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

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

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

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



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

General Contractor Apprenticeship Certification Form

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

Bid/RFP Number: 7548661

Bid/RFP Title: Construction and Installation of Garage Stedman Government Center

RIVIP Vendor ID#: 66999

Vendor Name: New England Building & Bridge Co Inc

Address: 19-B Lark Industrial Parkway, Greenville RI 02828

Telephone: (401) 830-5774

Fax: (401) 830-5776

E-Mail: PDonatelli@nebbco.com

Contact Person and Title: Peter Donatelli, President

New England Building & Bridge Co, Inc _____ (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).

Peter Donatelli, President
Printed Name and Title of Authorized Representative


Signature of Authorized Representative

May 13, 2014
Date



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

**General Contractor Apprenticeship Re-
Certification and Certification Form**

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

Bid/RFP Number: 7548661

Bid/RFP Title: Construction and Installation of Garage Stedman Government Center

RVIP Vendor ID#: 66999

Vendor Name: New England Building & Bridge Co, Inc

Address: 19-B Lark Industrial Parkway; Greenville, RI 02828

Telephone: (401) 830-5774

Fax: (401) 830-5776

E-Mail: PDonatelli@nebbco.com

Contact Person and Title: Peter Donatelli, President

Part A

New England Building & Bridge Co, Inc (Company Name & Address) (hereafter "General Contractor") hereby re-certifies that it meets the apprenticeship requirements of R. I. Gen. Laws § 37-13-3.1 because General Contractor meets one of the following qualifications (check):

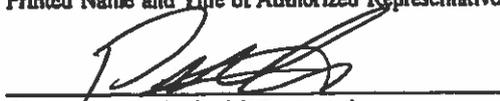
- A. General Contractor sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);
- B. General Contractor 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. General Contractor 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. ___ General Contractor 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. ___ General Contractor will not perform work on the awarded contract except through subcontractors (non performance);
- F. ___ General Contractor has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of RIGL §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

New England Building & Bridge Co, Inc _____ (Company Name & Address) (hereafter "General Contractor") hereby certifies that its subcontractor(s) meet the apprenticeship requirements under R. I. Gen. Laws § 37-13-3.1.

Peter Donatelli, President
 Printed Name and Title of Authorized Representative

May 13, 2014
 Date


 Signature of Authorized Representative



STATE OF RHODE ISLAND

CONTRACTORS REGISTRATION AND LICENSING BOARD

REGISTRATION NO.

EXP. DATE

REGISTRANT'S NAME

35605

08/12/16

DAVID DONAYRE

AUTHORIZED REPRESENTATIVE

DAVID DONAYRE

DRIVER'S LICENSE #

RI 0107081

EXECUTIVE DIRECTOR

Signature of Executive Director

Signature of Registrant

Signature of Registrant

If lost, request replacement to:
 Department of Administration
 600 N. Main St., 3rd Floor
 Providence, RI 02903-5996
 Phone: (401) 277-5996

32650

08/12/16



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

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.

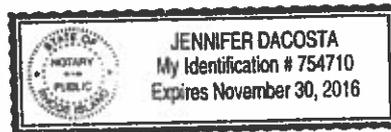
CERTIFICATION

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

By: [Signature]
Title: President

Subscribed and sworn before me this 14 day of May, 2014

Jennifer Da Costa
Notary Public
My commission expires: 11-30-2016



*An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.
TTY via RI Relay 711*

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: State of Rhode Island
Department of Administration
One Capitol Hill
Providence, RI 02903

ADDRESS:

SUBMITTED BY: New England Building & Bridge Co, Inc

NAME:

ADDRESS: 19-B Lark Industrial Parkway
Greenville, RI 02828

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT (if applicable):

Construction and Installation of Garage Stedman Government Center

TYPE OF WORK (file separate form for each Classification of Work):

- General Construction
- HVAC
- Electrical
- Plumbing
- Other (please specify)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? Two (2)

§ 1.2 How many years has your organization been in business under its present business name? Two (2)

§ 1.2.1 Under what other or former names has your organization operated? Not Applicable

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: February 22, 2012

§ 1.3.2 State of incorporation: Rhode Island

§ 1.3.3 President's name: Peter Donatelli

§ 1.3.4 Vice-president's name(s) Peter Donatelli

§ 1.3.5 Secretary's name: Peter Donatelli

§ 1.3.6 Treasurer's name: Peter Donatelli

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Rhode Island
License No 35685
Building Construction, Heavy/Civil Construction

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Concrete
Site
Demolition
Bridge Construction
Building Construction

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See Attached

§ 3.4.1 State total worth of work in progress and under contract:

2.8 Million Dollars

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

Not Applicable

2013 - 1.2 Million Dollars

2014 - 2.8 Million Dollars on Hand

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See Attached

§ 4. REFERENCES

§ 4.1 Trade References:

Contractors Supply Co, Inc
A.H. Harris Co
Harris Rebar

§ 4.2 Bank References:

Webster Bank
Peter Rinaudo, VP Business Lending

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Endurance American Insurance Company

§ 4.3.2 Name and address of agent:

Mark Leskanic
Eastern States Insurance Agency
50 Prospect Street
Waltham, MA 02453

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

2013 on file with RIDOT; Available upon request

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

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User Notes: (2533789901)

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

See 5.1

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE



§ 6.1 Dated at this 14th day of May, 2014

Name of Organization: New England Building & Bridge Co, Inc

By: Peter Donatelli

Title: President

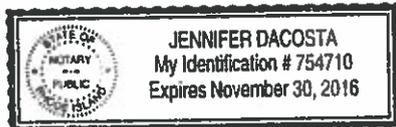
§ 6.2

being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 14 day of May 20 14

Notary Public: Jennifer Da Costa

My Commission Expires: 11-30-2016



**Additions and Deletions Report for
AIA® Document A305™ – 1986**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:28:18 on 03/22/2006.

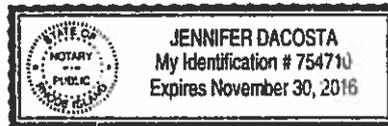
PAGE 6

M—being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

...

Subscribed and sworn before me this 14 day of May 202014

Jennifer Da Costa



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Peter Danzfeld, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:30 AM on 5/14/14 under Order No. 1000201877_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 1986 - Contractor's Qualification Statement, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

President

(Title)

5/14/14

(Dated)

3.5 Below are the most recent completed contracts.

- 1. Town of Foster**
181 Howard Hill Road
Foster, RI 02825
Joe Cardillo
(401) 392-9204
Plainwoods Road Bridge Repair
PRIME
Award Date: October 2013
Amount: \$365,000
Architect: Provost & Rovero
Completed Date: January 15, 2014
Percentage Performed: 90%
- 2. RIDOT**
Two Capitol Hill
Providence, RI 02903
Paul Degiovanni
(401) 222-2468
2012-CH-079
PRIME
Award Date: November 2012
Amount: \$276,000
Architect: RIDOT InHouse
Completed Date: May 18, 2013
Percentage Performed: 90%
- 3. RIDEM**
235 Promenade Street
Providence, RI 02908
James McGinn
(401) 222-2776
7461241
PRIME
Award Date: April 2013
Amount: 162,000
Architect: Gordon Archibald
Completed Date: July 15, 2014
Percentage Performed: 90%
- 4. Town of Foster**
181 Howard Hill Road
Foster, RI 02825
Joe Cardillo
(401) 392-9204
Mill Road Bridge Repair Reconstruction
PRIME
Award Date: January 2014
Amount: 200,000
Architect: Provost & Rovero
Completed Date: February 10, 2014
Percentage Performed: 90%

Below are all current contracts on hand.

1. Taunton River Bridge	\$ 910,000	MassHighway	Architect: VHB	Percent Complete: 10% General: S & R Corporation
2. Morgan Avenue Bridge	\$ 787,000	RIDOT	Architect: VHB	Percent Complete: 40%
3. South Kingstown Intermodal Station	\$1,075,000	RIDOT	Architect: Ventrone & VHB	Percent Complete: 30%
4. Victory Highway Pier Cap Shoring Route 95	\$ 67,000	RIDOT	Architect: VHB	Percent Complete: 10%

Peter R. Donatelli

Education	2002 Suffolk University School of Law JD 1999 Boston University, (CAS) Bachelor of History	Boston, MA Boston, MA
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Work Experience

NEW ENGLAND BUILDING & BRIDGE CO. INC.

President	Current
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<u>MCELROY, DEUTSCH, MULVANEY & CARPENTER LLP</u> Attorney Cranston, RI 02921	2011 - 2012
---	-------------

- Managed in excess of 250 bond claims and resolution for a defaulted contractor on multiple projects within the United States.
- Prepared and presented affirmative claims on behalf of the surety against public owners for recovery purposes.
- Team member currently preparing international arbitration for the construction of an offshore wind farm dispute.

<u>PETER DONATELLI, ESQ</u> Sole Practitioner Attorney Cranston, RI 02921	2008 - 2010
---	-------------

- Defended bond claims and subcontractor disputes.
- Prosecuted affirmative delay claims on behalf of prime contractors against public owners.
- Represented the Rhode Island Department of Environmental Management (RIDEM) in an arbitration for 3 million dollars and successfully negotiated a \$700,000 resolution pursuant to The False Claims Act

<u>SHIRE CORPORATION</u> Vice President Cranston, RI 02921	2006 - 2008
--	-------------

- Oversee construction operations of several bridge projects, ranging in size from 3 million to 20 million dollars.
- Direct oversight of all scheduling and cost operations.
- Coordinated and ran bi-weekly schedule meetings with owners and updated Primavera project schedules.

<u>SHIRE CORPORATION</u> Superintendent Cranston, RI	2002 - 2006
--	-------------

- Developed narratives for Primavera Construction scheduling, including baseline schedules and Bi-weekly updates.
- Negotiate subcontracts with a variety of contraction trade contractors, both bonded and non-bonded.
- Coded labor and kept track of project cost on Star Builder.
- Direct oversight on numerous bridge projects ranging in size from \$200,000 to 3 million dollars.
- Direct oversight on numerous marine projects including seawalls, pile and wharf installation.

SHIRE CORPORATION
Cranston, RI

Foreman

1999 - 2002

- Neighborhood sidewalk improvement program for the City of Providence.
- Responsible for sidewalk and curb installation for 9 of the cities 16 wards.
- Coordinated crews and placed and finished over 100 cy per day for two construction seasons.

Achievements / Memberships

1997	USA Hockey National Under 18 Team
1996-1997	NCAA Final Four Appearances
1995-1998	Member - Boston University Hockey Team
1995	Member - NCAA Championship Team

Construction Industries of Rhode Island - Member
Boston University Friends of Hockey
Metacomet Country Club
Member - Rhode Island Bar Association - 2004
Member - Rhode Island Federal District Court Bar

David Manocchio

New England Building & Bridge Co. Inc.
19 B Lark Industrial Parkway
Greenville, RI 02828

HEAVY CIVIL PROJECT MANAGER / ESTIMATOR

Motivated professional with more than 15 years of experience in HCSS heavy civil estimating and management, specializing in bridges, tunnels, roads, dams, buildings, treatment facilities, and utilities. Estimating and project management experience includes land based and marine large scale concrete, structural steel, structural excavation, soil retention systems, geotechnical and deep utility work. Highly versatile, performs equally well in an office and / or work site environment. Reputation for integrity, dedication, and work ethic. Team and technically oriented professional with a natural inclination and passion for the heavy civil industry.

CORE COMPETENCIES

HCSS Estimating - Project Management - Bridge & Tunnel Construction - Means & Methods Engineering - Large Scale Concrete Formwork Design - Hydraulic Bridge Jacking - Bridge & Building Demolition - Utilities - Soils Blending - Dewatering - Soil Retention Systems - Scheduling - Budgeting - Relationship Building - Client Development and Market Analysis - Value Engineering - Safety - Negotiations

KEY PROJECTS

- Fore River Bridge Project: \$ 85 million
- Sturbridge Waste Water Treatment Facility: \$ 14 million
- Rt.108 Water Treatment Facility: \$ 18 million
- Long Pond Water Treatment Facility: \$ 6 million
- Jefferson at Admirals Hill - Parking Garage: \$ 18 million
- Lexington Place - Parking Garage: \$ 22 million
- CO1A6 Central Artery Tunnel Project: \$ 165 million
- Logan Airport - Terminal Elevated Walkways Project: \$ 85 million
- 417 South Street - Parking Garage & Retail / Office: \$ 17 million
- Beverly High School: \$ 26 million
- Thompsen Elementary School: \$ 14 million
- Weston DPW Vehicle Wash & Storage Facility: \$ 16 million
- MART Vehicle Storage Facility: \$ 13 million
- AMTRAK Northend Electrification Project: \$ 6 million

PROFESSIONAL EXPERIENCE

New England Concrete Forms, Inc. - Fall River, MA (January 2011 - Present)
Lead Estimator - Project Manager - Partner

Turner Brothers, LLC - Raynham, MA (2007-January 2011)
Lead Estimator - Project Manager

Manco Bridge & Structures Corp. - Mendon, MA (2004-2007)
Owner - Operations Manager

Horton Construction Co. - E.Providence, RI (2001-2004)
Lead Estimator - Project Manager

M.DeMatteo Const. Co. - Braintree, MA (1998-2001)
Lead Structures Engineer - Logan Airport Elevated Walkways Project
Structures Engineer - Central Artery C01A6 Tunnel Project

Middlesex Corporation - Littleton, MA (1997-1998)
Estimator - Project Engineer

KEY SKILL AREAS

Estimating & Project Management

- Quantified and priced multi-million dollar heavy - civil and building projects in the public and private markets
- Managed numerous and diverse project types in the public and private construction markets
- Integrated estimating and scheduling software to establish resource requirements and revenue objectives
- Recruited, trained, and supervised support staff in estimating and project management functions
- Engineered means and methods for civil and structural work scopes
- Introduced and negotiated costs for value engineering options with clients and vendors
- Inspected work sites for contractual compliance and identified change order work scopes

EDUCATION

Candidate for BSCE

Roger Williams School of Engineering, *In Progress*

Bachelor of Architecture Degree, Minor in Civil Engineering
Roger Williams School of Architecture & Engineering

Bachelor of Science Degree in Psychology
University of Maine at Orono

TECHNICAL PROFICIENCIES

Heavy Bid "HCSS", Timberline, Primavera P3, Auto Cad, Excel and most windows based systems



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Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **New England Building & Bridge Co., Inc. of 19 B Lark**
(Here insert full name and address or legal title of Contractor)
Industrial Parkway, Greenville, RI 02878

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 **Rhode Island Department of**
(Here insert full name and address or legal title of Owner)
Administration, of One Capitol Hill, Providence, RI 02908

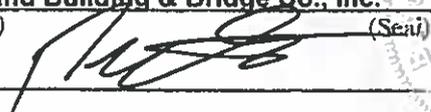
as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF AMOUNT BID**
Dollars (\$ **5% OF BID**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Construction and Installation of Garage Steadman**
(Here insert full name, address and description of project)
Government Center 7548661

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 **14th** day of **May, 2014**


(Witness)

New England Building & Bridge Co., Inc.
(Principal)  *(Seal)*

(Title)


(Witness)

Endurance American Insurance Company

(Surety)


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

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.110

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".

110
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

Anie Licari, Notary Public - My Commission Expires: October 29, 201

CERTIFICATE

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

I, Doug Woman, 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 14th day of May, 2014.

(Corporate Seal)

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