



Rhode Island Airport Corporation

April 22, 2014

ADDENDUM NO. 001

Request For Bids, RIAC Contract No. 24932 Voluntary Land Acquisitions Program Phase 5 (2020) - Demolition Services T. F. Green Airport

Prospective Bidders and all concerned are hereby notified of the following changes in the Advertisement for Bids document for the Voluntary Land Acquisitions Program Phase 5 (2020) - Demolition Services, T. F. Green Airport, RIAC Contract No. 24932. These changes shall be incorporated in and shall become an integral part of the contract documents.

Item No. 1

- TABLE OF CONTENT, revised to reflect modifications to the Contract Documents.
- DIVISION 00, Specifications Section 00100 - INFORMATION TO BIDDERS:
(Please note the following corrections)
 1. Page 00100-1, GENERAL; paragraph B.2 – Payment and Performance Bonds shall be as specified; only the Payment and Performance Bond forms, as bound within these documents is acceptable.
 - The words "*as bound within these documents*" have been replaced with the words "*found within these documents*".

Correction; B.2 - Payment and Performance Bonds shall be as specified; only the Payment and Performance Bond forms, found within these documents is acceptable.
 2. Page 00100-5.A, BID SECURITY; paragraph A – Each Bid shall be accompanied by a cashier's check or certified check, or acceptable Bid Bond payable unconditionally to the Rhode Island Airport Corporation.
 - The words "*Rhode Island Airport Corporation*" have been replaced with the words "*The Jones Payne Group, Inc.*".

Correction; Each Bid shall be accompanied by a cashier's check or certified check, or acceptable Bid Bond payable unconditionally to The Jones Payne Group, Inc.
 3. Page 00100-6.D, INSURANCE REQUIREMENTS: paragraph D - Commercial General Liability Insurance. The following insurance requirements have been added for additional coverage under the comprehensive general liability policy - Coverage must be endorsed to provide contractual liability, *pollution liability, premises liability and completed operations liability*.

Item No. 2

- DIVISION 00, Specifications Section 00500 – CONTRACT AGREEMENT: Replace existing Contract Agreement in its entirety with new Contract Agreement, for execution with awarded demolition contractor.

Item No. 3

- DIVISION 00, Specifications Section 00320 - BID FORM (Modifications)
 1. Page 4, of the BID FORM; Addendum number and date added to document for bidder acknowledgement.
 2. Page 5, 6, and 7: Added sections for unit cost within "Schedule of Prices" for "Tree Clearing & Grinding" and "Special Waste".
 3. Page 29: Bid Bond form has been modified with the following:

Omitted language; - "firmly bound unto the *Rhode Island Airport Corporation*, hereinafter called the Owner" has been removed.

Added language; "firmly bound unto *The Jones Payne Group, Inc.*, hereinafter called the Company" has been inserted in its place.

Item No. 4 (Two new Specification Sections to be inserted, Division 01)

1. DIVISION 01, (Insert) Specifications Section 01210 - ALLOWANCES has been added to the contract documents to reflect Unit Pricing.
2. DIVISION 01, (Insert) Specifications Section 01220 - UNIT PRICES has been added to the contract documents to address Unit Cost.

Item No. 5

- DIVISION 00, Specifications Section 00320 - BID FORMS: Contractor Qualification form (Page 22).

Question: Could you please clarify the requirement for providing an OSHA 200 form as requested on page 20 of the Contractor Qualification form? Effective on January 1st, 2002 the OSHA Form 200 is no longer utilized. Will it be acceptable to provide the OSHA 300A Summary Sheet?

Response: Affective January 1, 2005 OSHA Form 300 "Log of Work-Related Injuries and Illnesses" and OSHA Form 300A "Summary of Work-Related Injuries and Illnesses" have replaced the former OSHA Form 200 "Log and Summary of Occupational Injuries and Illnesses" and the OSHA "Federal Agency Log" as well.

All Contractors to follow and use the most current OSHA standards and forms for Work-Related Injuries and Illnesses. (<https://www.osha.gov/recordkeeping/RKforms.html>).



Dan Porter
Vice President Planning



Jeffrey P. Goulart
Purchasing Agent

End of Addendum - 001

RHODE ISLAND AIRPORT CORPORATION
VOLUNTARY LAND ACQUISITION PROGRAM
PHASE 5 (2020) - DEMOLITION SERVICES
T. F. Green Airport
Warwick, Rhode Island
RIAC AIP No. 3-44-0003-98-2012

PROJECT SPECIFICATIONS

DATE: April 2014

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SECTION 00100
INFORMATION TO BIDDERS
CONTRACT DOCUMENTS

I. GENERAL

A. Compliance with Law:

1. Bidders must comply with Title VI of the Civil Rights Act of 1964, the federal Davis-Bacon Act, the federal Anti-Kickback Act, and the federal Contract Work Hours and Safety Standards Act.
2. Bidders must comply with all state laws and local ordinances, except that any preferential consideration of local in-state bidders is not allowed.
3. Bidders shall be licensed as a General Contractor in the State of Rhode Island and will hold all Trade Contracts on the Project.
4. Trade Contractors (sub-contractors to the General Contractor) shall be qualified to perform the work contracted for and shall be licensed as such in the State of Rhode Island.

B. General Bond Requirements:

1. The Proposal Bond shall be specified. Only the Proposal Bond form as bound within these documents, or a cashier's check or certified check is acceptable.
2. Payment and Performance Bonds shall be as specified; only the Payment and Performance Bond forms found within these documents is acceptable.

C. Insurance requirements shall be specified herein.

II. EXAMINATION OF CONDITIONS AFFECTING WORK

- A. Prior to submitting a bid, each bidder shall examine and thoroughly familiarize him/herself with all existing conditions including all applicable laws, codes, and ordinances, rules and regulations that will affect his or her work. Bidders shall visit the site, examine the grounds and all existing buildings, utilities, existing subsurface installations and roads, and shall ascertain by any reasonable means all conditions that will in any manner affect the work. From the examination, the Bidder shall have informed him/herself fully of all conditions to be encountered and all pertinent matters and conditions in connection with the Work and services to be performed. The Bidder shall determine that the condition of the Site of the Work is satisfactory in all respects for the Work. The Bidder shall fully inform him/herself as to existing physical conditions by inspection and other reasonable means, as he/she shall determine.

- B. When boring data is provided in the Contract Documents, the Bidder/Contractor shall assume responsibility for any conclusions he/she may draw from such data. He or she may employ his or her own consultants to analyze available information and shall be responsible for any conclusions drawn from that information. The cost of such employment shall be borne solely by the Bidder.

III. FORM AND STYLE OF BIDS

- A. Bids in the form of sealed proposals for the construction of the project will be received until the time and the date stated in **ADVERTISEMENT FOR BID**.
- B. **The Bid shall be submitted on the Proposal Form provided; no other form is acceptable.**
- C. The successful bidder will be required to provide verified breakdown of costs of work in a manner acceptable to the Company.
- D. All blanks on the Proposal Form shall be filled in by typewriter or printed in ink.
- E. Where so indicated on the Proposal Form, the Bid Sum shall be expressed in both words and figures; in case of a discrepancy between the two, the Sums expressed in words shall govern.
- F. Bidder shall quote all Alternates in the Bidding Documents. If Bidder fails to bid on all Alternates, then his/her Bid may be considered irregular, non-responsive, and may be disqualified.
- G. Bids containing qualifications may be considered irregular, non-responsive and may be disqualified.

IV. PREPARATION AND SUBMISSION OF BIDS

- A. Bids shall be submitted as indicated by the Proposal Form and shall be signed in ink by a duly authorized person or person(s).
- B. There shall be no erasures or other changes to the Proposal Form.
- C. Proposal Forms containing reservations, conditions, omissions, erasures or alterations, items not required in the bid, or irregularities of any kind, may be rejected by the Company as being a non-responsive bid.
- D. Each Proposal Form shall indicate the full business name, address of the bidder, and federal identification employment number, and shall be signed by a duly authorized person with the usual signature.

1. The outside of the envelope shall be identified as follows:

PROPOSAL FORM:

Rhode Island Airport Corporation

T. F. Green Airport

2000 Post Road

Warwick, Rhode Island 02886

ATTN: Jeffrey Goulart, Finance & Administration Manager

PROPOSAL FOR:

Voluntary Land Acquisition Program

Phase 5 (2020) - Demolition Services

T. F. Green Airport

RIAC Contract No. 24932

RIAC AIP No. 3-44-0003-98-2012

SUBMITTED BY:

(Name and Address of Bidder)

2. The envelope shall contain the full Proposal Form provided in the rear pocket of the specifications.
- E. A Proposal Form submitted by a partnership shall list the names of all partners and shall be signed in the partnership name by one of the members of the partnership who is authorized to sign for the partnership.
 - F. A Proposal Form submitted by a corporation shall be executed in the legal name of the corporation, followed by the state of incorporation, and signed by the President or Vice President or other authorized officer. The name of each person signing the "Proposal" shall be typed or printed below the signature.
 - G. When the person signing for a corporation is other than the President or Vice President and when requested by the Company, a resolution or other satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished for the Company's records. The name of each person signing the Proposal shall be typed or printed below the signature.
 - H. The Proposal Form must be accompanied by a guaranty in the form acceptable to Company of a Bid Bond executed on the form provided, a cashier's check or a certified **check payable to The Jones Payne Group Inc.**, in an amount equal to but not less than 5% of the aggregate amount of the bid and issued by a bid surety acceptable to the Company, and authorized and licensed to conduct business in the State of Rhode Island. If a bidder is awarded the contract, but fails, refuses, or neglects to execute the contract or to furnish either the required Performance Bond and Labor and Materials Payment Bond ten (10) days after the date of a written Notice of Intent, then the amount of the Bid Bond or check shall be paid to, or retained by, the Company as liquidated damages, and not as a penalty, and the parties shall be mutually released from further liability based upon the bid submitted.

V. CONTRACT DOCUMENTS

- A. Each bidder shall carefully examine the Contract Documents which are defined in Division 0 “Bid Requirements”, Division 1 “Contract Requirements”, Division 2 “Contract Specifications”, Division 13 “Special Construction, Drawings, and all addenda or other revisions and thoroughly familiarize themselves with the detailed requirements prior to submitting a bid. Bidders shall promptly notify the RIAC Grants & Contracts Administrator in writing of any ambiguity, inconsistency, error, or omission, which they may discover upon examination of the Contract Documents, Project Site, and/or local conditions. The Grants & Contracts Administrator will forward any questions to the RIAC Project Manager to make interpretations, corrections, or changes to the Contract Documents. The RIAC Grants & Contracts Administrator will incorporate responses from the RIAC Project Manager and issue an Addendum. The Company will not be responsible for any oral instructions and/or responses. Interpretations, corrections, or changes made in any other manner will not be binding. All addenda sent to bidders will become a part of the Contract Documents. All inquiries shall be directed in writing no later than five (5) calendar days prior to due date identified in **ADVERTISEMENT FOR BID**. No allowance will be made after bids are received due to oversight and/or error by bidder.
- C. Addenda will be mailed or faxed to all Bidders no later than three (3) calendar days prior to due date identified in **ADVERTISEMENT FOR BID**. Prior to submitting a Proposal, each Bidder shall ascertain and acknowledge in writing on the Proposal Form that he has received all Addenda issued.
- D. Company does not assume any responsibility for errors, omissions, or misinterpretations resulting from the Bidder’s use of incomplete Bidding Documents.

VI. OPENING OF BIDS

- A. Bids will be opened and read aloud in public. The RIAC Grants & Contracts Administrator will verify and give an indication verbally if Bids appear to be in compliance. Bids received after time and date designated for opening of Bids will be returned unopened. Bidders shall assume full responsibility for timely delivery of Bids.

VII. MODIFICATIONS AND/OR WITHDRAWAL OF BIDS

- A. Bids submitted prior to time and date designated for opening of Bids may be modified or withdrawn only by written notice to the Office of Procurement, 2000 Post Road, Third Floor, Warwick RI, 02886, Email: Procurement@pvdairport.com.
- B. Errors or omissions on the part of the bidder in the preparation of his or her Bid Proposal shall not be grounds for the modification or withdrawal after the time set for bid opening.

VIII. BID SECURITY

- A. Each Bid shall be accompanied by a cashier's check or certified check, or acceptable Bid Bond payable unconditionally to **The Jones Payne Group, Inc.** The cashier's check, certified check or Bid Bond shall be in the amount of not less than five percent (5%) of the total amount of the Bid. The Bid Security is required by the Company as evidence of good faith and as a pledge that, if awarded the Contract, the Bidder will execute the Contract Agreement and will furnish the required bonds and insurance certificates within five (5) calendar days after receipt of Notice of Intent to Award. Should the Bidder refuse to enter into such Contract in accordance with his/her Bid, or fail to furnish the required bonds or certificates of insurance, the amount of the Bid Security shall be forfeited to the Company as liquidated damages, not as a penalty.
- B. The Owner will retain the Bid Security of all Bidders until either the Work has been awarded and the Contract Agreement executed and bonds have been furnished; or the specified time has elapsed so that Bids may be withdrawn; or all Bids have been rejected.

IX. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- A. With the execution and delivery of the Contract Agreement, the Bidder shall furnish, to the Company, in the amounts herein required and in a format acceptable to the Company, by a Surety registered in the US Treasury 570 Circular, licensed and authorized to perform work in the State of Rhode Island and acceptable to the Company, covering the faithful performance of the Contract Agreement and the payment of all obligations arising there under the following:
1. Performance Bond: A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the Contract, as evidenced by the Bid tabulation or otherwise, guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the Contract Documents. This Bond shall guarantee the repair and maintenance of all defects due to faulty materials and workmanship that appear within a period of one (1) year, or as otherwise specified in the Specifications (whichever is greatest), from the date of final completion and written acceptance of the Work by the Company.
 2. Labor and Material Payment Bond: A good and sufficient bond in an amount equal to one hundred percent (100%) of the total amount of the Contract, as evidenced by the Bid tabulation or otherwise, guaranteeing the full and proper protection of all claimants supplying labor and materials in the prosecution of the Work provided for in said Contract and for the use of each such claimant.
- B. No Sureties will be accepted by the Company who are now in default or delinquent on any bonds or who are involved in any litigation against the Rhode Island Airport Corporation (Company), and/or the State of Rhode Island (State).

- C. Should any Surety on the Construction Contract be determined unsatisfactory at any time by the Company, notice will be given the Contractor, and the Contractor shall immediately provide a new Surety, satisfactory to the Company and at no additional cost to the Company. The Contract shall not be operative nor will any payments be due or paid until approval of the bonds has been made by the Company.
- D. The Bidder shall require the Attorney-in-Fact who executes the required bonds, on behalf of the Surety, to affix thereto a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.
- E. The cost of the bonds shall be included in the bid.

X. INSURANCE REQUIREMENTS

The following insurance requirements shall apply to the Contractor, its sub-Contractors, suppliers and/or any consultants as may be retained by the Contractor during the Voluntary Land Acquisition Program – Demolition Services project. The Rhode Island Airport Corporation shall be named as additional insured. The Contractor shall furnish three (3) original (triplicate) certificates of all required insurance to the Company, or designated agent for approval. The certificates shall clearly indicate that the Contractor has obtained insurance of the types, amounts, and classifications required by the provisions contained herein. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to, and approved by, the Company, or designated agent.

- A. Contractor's Liability Insurance: The Contractor, its sub-Contractors, consultants shall not commence the performance of any work or provide any services under the Construction Agreement (Agreement) with **The Jones Payne Group Inc., (Company)** until the insurance required hereunder has been obtained and such insurance has been given to and accepted by the Company. The Contractor shall maintain, in full force and effect, the required insurance coverage(s) for the full term of the Agreement and for such longer period(s) as may be specifically required therein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Rhode Island and rated no less than "B" as to management and no less than Class "VIII" as to strength pursuant to the A.M. Best Company Insurance Guide, or its equivalent as approved by the Company, or its designated agent.
- B. Automobile Liability Insurance: The Contractor shall maintain, in full force and effect, Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Agreement in amounts not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability.
- C. Worker's Compensation: The Contractor shall maintain, in full force and effect, Worker's Compensation Insurance in compliance with the prevailing Rhode Island Statutes.

- D. Commercial General Liability Insurance: The Contractor shall maintain, in full force and effect, Commercial General Liability Insurance in an amount not less than \$1,000,000 for the Contractor per occurrence combined single limit for bodily injury and property damage liability. **Coverage must be endorsed to provide contractual liability, pollution liability, premises liability and completed operations liability.** The Rhode Island Airport Corporation (Owner), T. F. Green Airport, The Jones Payne Group, Inc. (Company) and W.D. Schock Company shall all be named as additional insured.
- E. Excess (Umbrella) Liability Insurance: The Contractor shall maintain, in full force and effect, insurance coverage in an amount not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.
- F. Right to Examine: The Company, or designated agent reserve the right, upon reasonable notice, to examine the original or true copies of the policies of insurance (including, but not limited to binders, amendments, exclusions, riders, and applications) to determine the true extent of coverage. The Contractor agrees to such examination at the offices of the Executive Director of the Company.
- G. Compliance: Compliance with the requirements contained herein shall not relieve the Contractor of its liability under any other portion of the Agreement or any other Agreement between the Contractor and the Company.
1. Cancellation of any insurance or non-payment by the Contractor of any premium for any insurance policies required by the Agreement and recited herein or the applicable sub-Contractor(s) or consultant's contract(s) with the Contractor shall constitute a breach of the Agreement. In addition to any other legal remedies, the Company may terminate the Agreement, or pay such premiums and deduct the costs thereof from any amounts, which are or may be due the Contractor.
 2. Immediate written notification, by the Contractor, must be given to the Company in the event of an accident or occurrence, which might give rise to a claim under any policy in which the Company is named as an additional insured.
 3. The Contractor shall cooperate to the fullest extent with the Company in all matters relating to the insurance provided and shall comply with all requirements of any insurance policy that may be procured by the Company. The Contractor shall, at its sole cost and expense, furnish the Company copies of all correspondence, papers, records and other items necessary or convenient for dealing with or defending against any claims, and for administering the aforementioned insurance including furnishing the time of any of its employees, officers, or agents whose presence or testimony is necessary or convenient in any negotiations or proceedings involving such insurance coverage.
 4. The provisions of these insurance requirements are not intended to create any rights for the Contractor other than rights that may be available to it under the policies themselves, whatever such rights might be. Moreover, the Company make no representation or guaranty either implied or by the provisions of these insurance requirements or otherwise as to the effect of or the coverage under such policies,

and no employee or agent of the Company is authorized to make any such representation or guaranty, or to offer any interpretation of, or information relative to such policies.

XI. CONTRACTOR QUALIFICATIONS

- A. In order to establish satisfactory responsibility to meet Corporation requirements prior to award of Rhode Island Airport Corporation Contract No. 24932, the apparent low bid is required to submit the "Contractor Qualification Form" in the Bid Proposal Section of this Contract Manual in addition to the following information:
1. Evidence of competency consisting of statements covering the bidder's past experience on similar work.
 2. A list of equipment now in your possession and which you propose to use on this contract if awarded to you.
 3. The name and qualifications of your superintendent(s) or supervisory personnel to be assigned to the major features of this work.
 4. Your financial references and an original copy of your current financial statement. In addition, each bidder shall furnish the Company satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidders) true financial condition at the time such qualified statement or report is submitted to the Company.

XII. SUBSTITUTES AND PRODUCT OPTIONS (Not Used)

XIII. REJECTION OF BIDS

- A. The Company reserves the right to waive any informality or irregularity in any bid or bid guaranty, to reject any or all bids, to re-advertise, award or refrain from rewarding a contract for the work, and to negotiate with the apparent qualified low responsive bidder(s) to such extent as may be beneficial to the Company. The Company may reject a bid if the Bidder is disqualified.

XIV. TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Upon execution of the contract, the Company will issue a written "Notice-to- Proceed". The work shall be completed within sixty (60) calendar days from the date of issuance of the Notice to Proceed.
- B. For each calendar day or working day as specified in the contract, that any work remains uncompleted after the contract time, the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his/her surety. Such deducted sums shall not be deducted as a penalty but shall be considered, as liquidation of a reasonable portion of damages that will be incurred by the Company should the Contractor fail to complete the work in the time provided in his/her contract.
- C. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Company of any of its rights under the contract.

XV. SALES TAX

- A. Materials and equipment purchased for permanent installation under this project shall be exempt from the Rhode Island Sales Tax. The exemption certificate number shall be furnished to the successful Bidder. Each Bidder shall consider the exemption in calculating the bid.

XVI. PUBLIC AGENCY APPROVALS

- A. The work to be performed under this contract is subject to approval by the Company and all drawings, specifications, and contracts therefore, will be approved by the Company.

XVII. DISQUALIFICATION OF BIDDERS

- A. A bidder shall be considered disqualified for any of the following reasons:
 - 1. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
 - 2. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Company until any such participating bidder has been reinstated by the Company as a qualified bidder.
 - 3. If the bidder is considered to be in "default" for any of the following reasons:
 - a. Failure to comply with the Contractor Qualification requirements of the Company included in the proposal as a requirement for bidding.

- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Company issues the proposal to a prospective bidder.
- c. Contractor default under previous contracts with the Owner.
- d. Unsatisfactory work on previous contracts with the Owner.

XVIII. IRREGULAR BID PROPOSALS

- A. The Company reserves the right to reject any irregular bid proposals and the right to waive any such technicalities if such waiver is in the best interest of the Company and conforms to local laws and ordinances pertaining to the letting of construction contracts.
- B. Proposals shall be considered irregular for the following reasons:
 1. If the proposal is on a form other than that furnished by the Company, or if the Company's form is altered or if any part of the proposal form is detached.
 2. If there are unauthorized additions, conditional or alternate pay items or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
 3. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
 4. If the proposal contains unit prices that are obviously unbalanced.
 5. If the proposal is not accompanied by the proposal guaranty specified by the Company.
- C. The Company reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Company and conforms to local laws and ordinances pertaining to the letting of construction contracts

XIX. COMPLETION OF PROPOSAL

- A. The Bidder is required to fill in all the blank spaces on the "Bid Proposal" and all of the unit prices on the unit price "Bid Schedule".
- B. Where a discrepancy occurs between the prices quoted in words and in numbers, the figure quoted in words shall take precedence and govern in determining final costs or award of contract.

XX. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

- A. Policy: It is policy of the Rhode Island Airport Corporation that disadvantaged business enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement.
- B. DBE Obligation: The Company agreed to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The Company and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this project.
- C. Section 26.37 requires the Company to advise each Contractor and Subcontractor who performs on a FAA assisted project that failure to carry out the above requirements shall constitute a breach of contract.
- D. All bidders, potential Contractors, or Subcontractors for this project are hereby notified that failure to carry out the DBE program policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the recipient.
- E. The goal for the DBE participation on the project is **9.45%**.
- F. Refer to Section 00750 of these Specifications for a full copy of the text of the Company's Disadvantaged Business Enterprise (DBE) Plan.

XXI. NOTICE OF REQUIRED CONTRACT CONDITIONS

- A. The Bidder shall refer to Section 00950, Federal Contract Conditions of these Specifications for federally required conditions. Submission of a bid/proposal by a prospective Contractor shall constitute full acceptance of these conditions.

END OF SECTION 00100

**VOLUNTARY LAND ACQUISITION PROGRAM
PHASE 5 (2020) - DEMOLITION SERVICES**

**T. F. Green Airport
Warwick, Rhode Island
RIAC Construction Contract No. 24932
AIP No. 3-44-0003-98-2012**

BID FORMS

APRIL 2014

CERTIFICATION OF BIDDING REQUIREMENTS

This signature page is included in this contract document to provide assistance to all bidders in the form of a checklist and to stipulate that if any of the items mentioned below, but not limited to, are incomplete or otherwise incorrect, the Rhode Island Airport Corporation may reject the bid.

I. REQUIRED FORMS AND SIGNATURE

A.	Certification of Bidding Requirements.....	page P - 2
B.	Bid Summary Form.....	page P - 3
C.	Bid Form.....	page P - 4
D.	Anti-Collusion Certificate (Sworn Affidavit) OR.....	page P - 11
E.	Anti-Collusion Certificate (Unsworn Affidavit).....	page P - 13
F.	Disclosure of Lobbying Activities.....	page P - 15
G.	Certification Regarding Debarment, Suspension, and Other Responsibility Matters...	page P - 17
H.	Certification of Non-Segregated Facilities.....	page P - 18
I.	Disadvantaged Business Utilization Plan.....	page P - 19
J.	Letter of Intent to Perform as a Qualified Disadvantaged Business.....	page P - 20
K.	DBE Waiver Form (if applicable).....	page P - 21
L.	Contractor Qualification Form.....	page P - 22
M.	Project Subcontractor List.....	page P - 25
N.	Certification of Compliance with Federally Required Contract Requirements.....	page P - 26
O.	Buy American Certification.....	page P - 27
P.	Equal Employment Opportunity Report Statement.....	page P - 28
Q.	Bid Bond.....	page P - 29

II. PROPOSAL SECTION

Unit Price Bids will be considered to be incomplete if any of the following conditions exist:

- A. Unit price in words is omitted
- B. Unit price in figures is omitted
- C. A zero, N/A, or blank is used as a bid price

III. MISCELLANEOUS

- A. All written words and figures shall be in **INK** or **TYPED**
- B. All papers bound with or attached to the proposal form are considered a part thereof, and must not be detached or altered when the proposal is submitted.

IV. CERTIFICATION SUMMARY

I hereby certify that I have read all of the above requirements and understand that it affects the acceptability of my bid(s).

Contractor Signature

Date

BID SUMMARY FORM

FOR THE PERFORMANCE OF
RHODE ISLAND AIRPORT CORPORATION,
CONSTRUCTION CONTRACT NO: 24932
AIP NO. 3-44-0003-98-2012

PROJECT: *Voluntary Land Acquisition Program – Phase 5 (2020) - Demolition Services*
LOCATION: *T. F. Green Airport, Warwick, Rhode Island*

SUBMITTED BY: _____

ADDRESS: _____

NAME OF SURETY: _____

TOTAL BID COST IN WORDS _____

TOTAL BID COST IN FIGURES \$ _____

THE BASIS OF AWARD OF CONTRACT WILL BE THE LOWEST RESPONSIVE TOTAL BID BASED ON ALL QUANTITIES IN THE PROPOSAL.

NOTE: IN CASE OF A DISCREPANCY BETWEEN WORDS AND FIGURES, THE SUMS EXPRESSED IN WORDS NOTED ABOVE SHALL GOVERN.

BID FORM

To: Rhode Island Airport Corporation
T. F. Green Airport
2000 Post Road
Warwick, Rhode Island, 02886
ATTN: Jeffrey Goulart
Manager, Finance & Administration

Date:

Time: _____

For: **VOLUNTARY LAND ACQUISITION PROGRAM**
PHASE 5 (2020) - DEMOLITION SERVICES
T. F. Green Airport
Warwick, Rhode Island
RIAC Construction Contract No. 24932
AIP No. 3-44-0003-98-2012

The undersigned, having visited the site of the work and having familiarized themselves with local conditions affecting the cost of the work and with all requirements of the proposed Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, propose to furnish and perform all labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda.

ADDENDA: Bidder acknowledges receipt of and has examined the Addenda:

Addendum Number 001 dated April 22, 2014 .

Addendum Number _____ dated _____.

Acknowledged by _____ date _____.

BID PROPOSAL: This Proposal shall be filled in by the BIDDER with prices written in both words and numerals and the extensions made by him/her. In case of discrepancy between the words and numerals, the amounts shown in words shall govern.

BIDDER agrees to perform all necessary labor, furnish all materials and do all work described in the Specifications, including allowances, and shown on the Drawings, for the following lump sum prices and/or unit process:

Rhode Island Airport Corporation
VOLUNTARY LAND ACQUISITION PROGRAM
PHASE 5 (2020) - DEMOLITION SERVICES
T.F. Green Airport
Warwick, Rhode Island
RIAC Construction Contract No. 24932
AIP No.3-44-0003-98-2012
SCHEDULE OF PRICES

Item No.	Pay Item	Estimated Quantity	Item of Work With Unit Prices Written in Words	Figures			
				Unit Bid Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
1	02220	1 LS	Demolition: 1469B and 1470B Warwick Avenue at _____ Dollars & Cents – Lump Sum				
2	02930	1 LS	Landscaping: (10,000 SY) Loam & Seed at _____ Dollars & Cents – Lump Sum				
3	02820	1 LS	Eight-Foot Chain-Link Fence: (880 Lf) at _____ Dollars & Cents per-Lump Sum				
4	02220	1 LS	Seal Coat: (5400 Sf.) at _____ Dollars & Cents per-Lump Sum				
5	02230	1 AL	Tree Clearing and Grinding: at <u>Sixteen Thousand</u> Dollars & Cents per-Allowance	\$16,000	00	\$16,000	00
6	13282	1 AL	Special Waste - Lead Based Paint / Asbestos Containing Material at <u>Thirty Thousand</u> Dollars & Cents per- Allowance	\$30,000	00	\$30,000	00

SCHEDULE OF PRICES							
UNIT COST - TREE CLEARING AND GRINDING							
Item No.5, 02230 Site Clearing: Allowance Not To Exceed \$16,000.00							
Line Item No.	Pay Item	Estimated Quantity	Item of Work With Unit Prices Written in Words	Figures			
				Unit Bid Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
5	02230	12	Tree Clearing and Grinding : From 7" to 11". at _____ Dollars & Cents per- 1LS				
5	02230	11	Tree Clearing and Grinding : From 12" to 19". at _____ Dollars & Cents per- 1LS				
5	02230	4	Tree Clearing and Grinding : From 20" to 29". at _____ Dollars & Cents per- 1LS				
5	02230	6	Tree Clearing and Grinding : From 30" Plus. at _____ Dollars & Cents per- 1LS				

SCHEDULE OF PRICES							
UNIT COST - SPECIAL WASTE							
Item No.6: Lead Base Paint, Asbestos Abatement: Allowance Not To Exceed \$30,000.00							
Line Item No.	Pay Item	Estimated Quantity	Item of Work With Unit Prices Written in Words	Figures			
				Unit Bid Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
6	13820	1 LS	Price for a full work day of asbestos remediation (8 hours, 1 person). at _____ Dollars & Cents per - LS				
6	13820	1 LS	Price for a half work day of asbestos remediation (4 hours, 1 person) at _____ Dollars & Cents per - 1LS				
6	13282	1 LS	Price for a full work day of Lead Paint abatement (8 hours, 1 person) at _____ Dollars & Cents per - 1LS				
6	13282	1 LS	Price for a half work day of Lead Paint abatement (4 hours, 1 person) at _____ Dollars & Cents per - 1LS				

BID PROPOSAL: Bidder agrees to perform all of the work described in the Contract Documents, including allowances, for the sum of:

_____ \$ _____
(words shall govern)

LIQUIDATED DAMAGES: Upon execution of the contract, the Contractor shall proceed with the preparation and submittal of shop drawings and his tentative construction schedule and with subsequent ordering and fabricating of materials. The Owner will issue a written “Notice-to-Proceed” which will specify an effective date for the Contractor to begin work at the site. The contract work shall be completed within **sixty (60) calendar days** from the date of issuance of the Notice to Proceed.

Should work continue beyond time specified above, and no time extension has been granted via the Change Order process, then liquidate damages will be assessed to the Contractor for each and every calendar day the work remains uncompleted.

Liquidated damages for this project shall be **(\$1,500.00)** per calendar day for Contractor’s failure to complete any key milestone by its intermediate completion date or the Substantial Completion date. Refer to Section 00800, Summary of Work.

The undersigned affirms that in making such bid, neither he or she nor any Owner that they may represent, nor anyone in behalf of him or her or their Owner, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, or any compact to prevent any other bidder or bidders from bidding on said Contract or work and further affirms that such bid is made without regard or reference to any other bidder or proposer and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned further agrees that if awarded the Contract he or she will commence the work within 10 calendar days after the date of the Notice to Proceed and that he or she will complete the work in accordance with the Summary Schedule and Key Milestones and Substantial Completion date set forth in the Bidding and Contract Documents or such amended date as may be granted. If the undersigned fails to complete the work as provided in the aforementioned schedule, then and in that event, he or she further expressly agrees that, for each day that any phase of work under this Contract remains uncompleted thereafter the Owner may deduct from the Contract price herein specified the stipulated sum of liquidated damages as provided in the Special Provisions and retain that sum for failure of the undersigned to complete this Contract on or before the expiration of the period shown in the completion schedule.

In submitting this bid, it is understood that the right is reserved by the Owner to waive any informality or irregularity in any bid or bid guaranty, to reject any and all bids, to re-bid, to award or refrain from awarding a contract for the work and to negotiate with the apparent qualified low responsive bidder to such extent as may be beneficial to the Owner.

The undersigned attaches hereto a cashier's check, certified check or Bid Bond in the sum of _____ Dollars

(\$_____), payable to the Rhode Island Airport Corporation, as required in the Information for Bidders, and the undersigned agrees that in case he or she fails within five (5) calendar days after Notice of Intent to Award the Contract to him to enter into a Contract Agreement in writing and furnish the required Payment and Performance Bonds, with surety or sureties to be approved by Owner, and insurance policies or endorsements, the Owner may, as its option, determine that the undersigned has abandoned his rights and interest in such bid and that the cashier's check, certified check, or Bid Bond acknowledging his or her bid has been forfeited. Otherwise, the cashier's check, certified check, or Bid Bond shall be returned to the undersigned upon the execution of the Contract and acceptance of the bonds and insurance, or upon rejection of his or her bid.

A bid shall be considered unresponsive and shall be rejected if it fails to include fully executed statements or if the Bidder fails to furnish required data. When a determination has been made to award the Contract to a specific Contractor, such Contractor shall, prior to award, furnish such other pertinent information regarding his or her own employment policies and practices as well as those of his or her proposed Subcontractors as the Owner may require.

The bidder shall furnish similar statements executed by each of his or her first-tier and second-tier Subcontractors whose contracts equal Ten Thousand Dollars (\$10,000.00) or more and shall obtain similar compliance by such Subcontractors before awarding such Subcontractors. No subcontract shall be awarded to any non-complying Subcontractor.

The undersigned affirms that he or she has completed all of the blank spaces in the "Bid Form", with an amount in words and numbers and agrees that where a discrepancy occurs between the prices quoted in words and/or in numbers the lowest figure quoted shall take precedence and govern when determining final costs or award of Contract.

The undersigned affirms that wages not less than the minimum rates or wages, as predetermined for this project by the State of Rhode Island were used in the preparation of this "Bid Form".

SIGNATURE OF BIDDER

* Signed

By: _____

Title: _____

Date: _____

This proposal includes Addendum Numbers(s) _____
(Fill in numbers(s) if Addendum(s) are issued).

Address of permanent place of business to which Notice-to-Proceed should be sent:

*Important: Execute acknowledgment of officer or agent who signs this document (use proper form below):

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION:

State of: (_____)

County of: (_____)§

On this _____ day of _____, 20____, before me personally came and appeared _____ to me Known, who, being by me duly sworn, did depose and say to me that he resides at _____, that he/she is the _____ of _____ the corporation described in and which executed the foregoing instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that he signed his name thereto by like order.

(Seal) _____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP:

State of (_____)

County of (_____)§

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known and known to me to described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Seal) _____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL:

State of (_____)

County of (_____)§

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known and known to me to be the person described in and who executed the forgoing instrument and acknowledged that he executed the same.

(Seal) _____
Notary Public

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT
(SWORN AFFIDAVIT)**

(SWORN AFFIDAVIT) Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Rhode Island Airport Corporation (RIAC) of the contract for this work, that there be filed a sworn statement executed by, on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the successful bidder before a person who is authorized by the Laws of this State to administer oaths.

The person, firm, association, or corporation submitting the bid (under 23 U.S.C. 112(c)) has the option to sign either:

- a. the sworn affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths; or
- b. the unsworn declaration executed under penalty of perjury under the laws of the United States (as allowed by 28 U.S.C. 1746).

A bidder will not be considered for award of contract under this invitation for bids unless such bidder completes either the unsworn declaration (as stated on the following page) or the sworn affidavit as prescribed below:

**PLEASE NOTE: CONTRACTOR TO COMPLETE ONLY ONE (1) CERTIFICATION STATEMENT.
DO NOT SIGN BOTH STATEMENTS.**

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT
(SWORN AFFIDAVIT)**

To the: RHODE ISLAND AIRPORT CORPORATION

State of _____

County of _____ §

I, _____ (name of party signing affidavit)

_____ (title), being duly sworn, do

depose and say: on behalf of _____ that said Contractor has not, either directly or indirectly, entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Rhode Island Airport Corporation Construction Contract Number*.

County of _____

Town/City _____

Contractor

Signature

Sworn to before me this _____ day of _____ 20_____

My commission expires _____

Signature and Seal of Notary Public

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT
(UNSWORN AFFIDAVIT)**

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Rhode Island Airport Corporation (RIAC) of the contract for this work, that there be filed a unsworn declaration executed by, on behalf of, the person, firm, association, or corporation submitting the bid, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with submitted bid. This unsworn statement shall be in the form of a declaration executed under penalty of perjury under the laws of the United States.

The person, firm, association, or corporation submitting the bid (under 23 U.S.C. 112(c)) has the option to sign either:

- a. the sworn affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths; or
- b. the unsworn declaration executed under penalty of perjury under the laws of the United States (as allowed by 28 U.S.C. 1746).

A bidder will not be considered for award of contract under this invitation for bids unless such bidder completes either the sworn affidavit (as stated on the previous page) or the unsworn declaration as prescribed below:

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT
(UNSWORN AFFIDAVIT)**

To the: RHODE ISLAND AIRPORT CORPORATION

State of _____

County of _____ §

I, _____ (name of party signing affidavit)

_____ (title), under penalty of perjury

under the laws of the United States, do depose and say: on behalf of
that said Contractor has not, either directly or indirectly, entered into any agreement, participated in collusion, or
otherwise taken any action in restraint of free competitive bidding in connection with Rhode Island Airport
Corporation Construction Contract Number *,
County of

Town/City _____

Contractor

Signature

Sworn to before me this _____ day of _____ 20_____

My commission expires _____

Signature and Seal of Notary Public

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action a. bid/offer/application b. initial award c. post-award	3. Report Type a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and address of Prime:	
6. Federal Department Agency:	7. Federal Program Name/Description:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Entity, (if individual, last name, first name, MI)	10b. Individuals performing Services (including address if different from No. 10a.), (if individual, last name, first name, MI)	
11. Amount of Payment (check all that apply): \$ _____ actual planned	13. Type of Payment (check all that apply) a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other specify _____	
12. Form of Payment (check all that apply): a. cash b. In-kind; specify; nature _____ value _____		
14. Brief Description of services performed or performed and date(s) of Service, including officer(s), employer(s), or member(s) contacted for payment indicated in Item 11.		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1362. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure	Signature: _____ Print _____ Name: _____ Title: _____ Telephone No. _____ Date: _____	
<i>Federal Use Only</i>		Authorized for Local Reproduction Standard Form - LLL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS PRIMARY
COVERED TRANSACTION**

In accordance with the Code of Federal Regulations, part 49, CFR Section 29.510, the prospective primary participant _____ (Name of Authorized Agent), _____ (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his / her knowledge and belief, that is principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification?
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial or award, but will be considered in determining contractor responsibility. For any exception note, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanction. If an exception is noted, the contractor must contact the Corporation to discuss the exception prior to award of the contract.

Signature of Authorized Agent

Date

REQUIREMENT FOR CERTIFICATION FOR NON-SEGREGATED FACILITIES:

A certification of Nonsegregated Facilities must be submitted at the time of the bid opening of a contract or subcontract exceeding Ten Thousand Dollars (\$10,000), which is not exempt from the provisions of the Equal Opportunity Clause.

Certification – The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (*please type*)

Signature

Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

1. Name of Project _____
2. Number of Project _____
3. Total Dollar Amount of Bid _____
4. Disadvantaged Business Enterprise Participation \$ Goal _____
 - a. Name of Bidder _____
Address _____
Phone(s) _____
 - b. If the Bidder is a Disadvantaged Business Enterprises (Contractors, suppliers, vendors), the services they will provide and the approximate amount of money they will receive. (Include joint venture partner, if applicable.)

Total of listed amounts \$ _____

(Use back of sheet for additional space, if needed)

Contractor: _____

By: _____

Address: _____

Phone Number: _____ Zip Code: _____

**LETTER OF INTENT TO PERFORM
AS A QUALIFIED DISADVANTAGED BUSINESS**

To: _____
(Name of Contractor)

Project: _____

Reference #: _____

The undersigned intends to perform work in connection with the above project as (check one):

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned certifies the Owner is a Disadvantaged Business Enterprise as defined by the Rhode Island Department of Administration

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail work to be performed).

Subcontractor: _____
(Name)

Contract Amount _____

Supplier: _____
(Name)

Contract Amount _____

The Bid Price agreed upon is: \$ _____ Dated _____

The undersigned agrees that the contract conditions above are true and accurate and will be performed by the above, who will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with

Name of Owner, signature and title of authorized official of the Owner and the date must be properly executed on this document or the bid will be deemed nonresponsive.

(Date)

(Name of Disadvantaged Owner)

*As determined by _____

(Signature of Authorized Official)

(Title of Authorized Officer)

DBE WAIVER FORM

(Required for All Bids Requesting Waiver of the 9.45 % DBE Requirement)

I, _____, _____, of _____
(Name) (Title) (Owner)

certify that on _____, I contacted the following DBE Contractors to obtain a bid for work
(date)

items to be performed on Contract Number _____.

DBE Contractor Name and Address

Work Items Sought

To the best of my knowledge and belief, said DBE Contractor was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid for the following reason(s):

Signature _____

Date _____

This portion to be completed by DBE Contractor:

_____ was offered an opportunity to bid or make an offer on the above
(Name of DBE)

identified work on _____ by _____.
(Date) (Source)

The above statement is a true and accurate account of why I did not submit an offer/bid on this project.

(Signature of DBE)

(Title)

CONTRACTOR QUALIFICATION FORM

Instructions:

Elaboration of the following required information is necessary to ascertain your firm's capabilities to effectively execute the Project. Pursuant to the Information to Bidders of Section 1, your completion of this Contractor Qualification Form is **MANDATORY** and will be utilized by RIAC as a basis for determining the qualified lowest bid, and subsequent award.

PLEASE ATTACH TO THIS FORM A COPY OF YOUR CERTIFICATE OF INSURANCE INDICATING CURRENT LIMITS.

Firm: _____ President: _____
Address: _____ Phone: _____
_____ Fax: _____
Federal ID#: _____ Contact: _____ Former Company Name: _____
Years performing work specialty: _____ Work Now Under Contract: \$ _____
Bank Reference: _____ Work in Place Last Year: \$ _____
Address: _____ Average Annual Sales Last 3 Years.: \$ _____
_____ Value Of Capital Equipment Owned: \$ _____
Bonding Company: _____ Bonding Agent: _____
Total Bonding Capacity: \$ _____ Address: _____
Work Currently Bonded: \$ _____
Work Now Under Contract: \$ _____
Bonding Companies Best Rating: _____ Bonding Agent's Phone: _____
Is Firm In Compliance with all EEO Requirements?: Y N Has Firm Ever Failed To Complete A Contract?: Y N
Has Firm Ever Been Involved In Bankruptcy Or Re-organization?: Y N Are There Any Claims Against The Firms?: Y N
Are There Any Pending Judgments Against The Firm?: Y N
(ANSWER IS YES TO ANY OF THE ABOVE PLEASE DESCRIBE ON A SEPARATE SHEET)

Insurance: ("CLAIMS-MADE" GENERAL LIABILITY IS UNACCEPTABLE)

Submit Sample Certificate of Insurance showing coverage and limits for General Liability, Automobile Liability, Excess Umbrella Liability, and Worker's Compensation.

Experience Modification Rating: _____ Agency's Name: _____
Contact's Name: _____ Contact's Phone: _____

Safety:

Attach Log and Summary of OSHA violations and any fines or settlements for the past 36 months.

Attach Log and Summary of Occupational Injuries and Illnesses as required by the U.S. Department of Labor for the past 36 months (OSHA Forms No. 300/300A)

OSHA Recordable Incident Rate (Current Year): _____ OSHA Lost Days Away Incident Rate (Current Year): _____

List Four (4) Or More Most Significant Projects Completed Within The Last Five (5) Years:

Project & Location	Architect	Contract With	Contract Amount	Date Completed	Reference Contact & Phone Number

PLEASE ATTACH ADDITIONAL SHEET IF NECESSARY

Please list **key personnel** available for project and describe responsibilities of each:

Total Firm Staff Employed for this project: ____ Total Staff Employed Firm-wide: ____

Please list **key equipment** available for project and whether Firm owns or leases equipment:

List Three (3) Or More Most Significant Projects Presently Under Construction:

Project & Location	Architect	Contract With	Contract Amount	Date Completed	Reference Contact & Phone Number

PLEASE ATTACH ADDITIONAL SHEET IF NECESSARY

THE APPARENT LOW BIDDER SHALL PROVIDE A COPY OF HIS/HER OWNER'S FINANCIAL STATEMENT, CERTIFIED BY CERTIFIED PUBLIC ACCOUNTANT, WITHIN 5 DAYS OF REQUEST BY RIAC.

This Form **MUST** Be Signed By An Officer Of The Firm Or An Individual So Authorized By An Officer Of The Firm.

Signature: _____

Name: _____

Title: _____

PROJECT SUBCONTRACTOR LIST

The Bidder advises herein that the following Subcontractors are proposed for the item of work listed. Subcontractors are subject to review and approval per the requirements of the Contract Documents and the technical requirements specified. List only firms that will supply labor at the site. Failure to provide this information may result in the bid being considered non-responsive.

SUBCONTRACTOR	DBE (Y/N)	TRADE	CONTRACT WORK ITEM TO BE PERFORMED	VALUE (\$)
1. _____				
2. _____				
3. _____				
4. _____				
5. _____				
6. _____				
7. _____				
8. _____				
9. _____				
10. _____				

RESPECTFULLY SUBMITTED:

(Owner)

By:

Title:

Date:

CERTIFICATION OF COMPLIANCE WITH FEDERALLY REQUIRED CONTRACT
REQUIREMENTS

The bidder/offeror certifies, by submission of this proposal or acceptance of this, that he/she has read the federally mandated contract requirements as listed in Section 00950, Federal Contract Conditions and Section 00975, Executive Orders and that compliance with said references will be incorporated into the terms of the Contract documents.

I hereby certify that I have read and will comply with all of the above requirements.

Signature of Authorized Contractor and/or Consultant Representative

Date

BUY AMERICAN – CERTIFICATE (JAN 1991)

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel, and each manufactured product, is produced in the United States (as defined in the clause Buy American – Steel and Manufactured Products or Buy American – Steel and Manufactured Products for Construction Contracts), and that the components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain from the Rhode Island Airport Corporation lists of articles, materials, and supplies excepted from this provision.

PRODUCT

COUNTRY OF ORIGIN

Signature of Authorized Contractor and/or Consultant Representative

Date

EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT
As Required by 41 CFR 60-1.7(b)

The Bidder (proposer) shall complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of bids.

1. The Bidder (proposer) has _____ has not _____ developed and has on file at each establishment Affirmative Action Programs pursuant to 41 CFR 60-1.4 and 41 CFR.
2. The Bidder (proposer) has _____ has not _____ participated in any previous contract or subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended.
3. The Bidder (proposer) has _____ has not _____ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Bidder (proposer) does _____ does not _____ employ fifty (50) or more employees.

(Name of Bidder)

BY: _____
(Signature)

TITLE: _____

DATE: _____

IN WITNESS WHEREOF, the Principal and Surety have hereunto caused this Bond to be duly executed and acknowledged by their appropriate officials as set forth below this _____ day of _____, 20____.

PRINCIPAL

(If Sole Proprietor or Partnership)

(Firm Name)

ATTEST

By: _____
(SEAL)

Title (Sole Proprietor or Partner)

PRINCIPAL (If Corporation)

(Corporate Name)

By: _____
(President)

Attest: _____
(Secretary)

SURETY:

By: _____
Attorney-In-Fact
(Power of Attorney Must Be Attached)
(Impress Corporate Seal)

END OF PROPOSAL FORMS 00320

SECTION 00500

CONTRACT AGREEMENT

BETWEEN

THE JONES PAYNE GROUP, INC.

AND

TBD – Demolition Contractor

This Agreement is effective and dated May **XX**, 2014 between The Jones Payne Group, Inc. hereinafter referred to as the “Company” with offices at 123 North Washington Street, Boston, MA 02114 and TBD Demolition Contractor hereinafter referred to as “Contractor” with offices at (contractor’s address). In this agreement, Rhode Island Airport Corporation is hereinafter referred to as the “Owner”, and W. D. Schock Company is hereinafter referred to as the “Owner’s Prime Consultant.”

1. **PROGRAM DESCRIPTION:**

The Company desires to engage the Contractor to render certain Demolition and other services in connection with The Voluntary Land Acquisition Program, Phase 5 (2020) – Demolition Services, at T. F. Green Airport, as more completely described in the Contract Documents and its addenda.

2. **TERM:**

Subject to the provisions for termination as hereinafter provided, the term of this Contract shall begin on May **XX**, 2014 and shall continue until such time as it is terminated by either party by giving ten (10) calendar days prior written notice, or until the scope of services has been completed by the Contractor and approved by the Company to acceptable standards.

3. **SCOPE OF SERVICES:**

The Contractor shall perform all work required to satisfactorily accomplish DEMOLITION AND OTHER SERVICES as described in the Contract Documents and its Addenda, including but not limited to **Attachment A** to this Agreement. Company may require changes in the scope of services of the Contractor to be performed hereunder. Such changes including any increase or decrease in the amount of the Contractor’s compensation, which

are mutually agreed upon by and between the Company and the Contractor, shall be incorporated in written amendments to the Agreement.

4. **COMPENSATION:**

The Company agrees to pay, and the Contractor agrees to accept, as full compensation for all work here under those amounts due under the terms of the Contract Documents, including but not limited to Attachment B, the Schedule of Prices. The amounts due are to be less if liquidated damages apply.

The Contractor shall pay prevailing wages, in accordance with Kent County, Davis-Bacon wage rates as of January 24, 2014, General Decision Number RI20130001, Construction Types: Building, Heavy (Heavy and Marine) and Highway.

5. **METHOD OF PAYMENT:**

The Contractor shall submit to the Company for payment per the Contract Documents and its Addenda, including but not limited to Section 01027, a monthly invoice, in duplicate, outlining the work performed by the Contractor to the date of the invoice. The Company shall have 30 days to review and approve each invoice. The Company shall pay approved invoices promptly upon reimbursement by the Owner's Prime Consultant and upon receipt of including and not limited to certified payrolls, dump receipts and executed release of liens.

6. **NOTICES:**

All notices, requests, demands or other communications hereunder shall be in writing, unless otherwise noted and shall be deemed to have been duly given if delivered in person, or upon deposit in the United States Mail to the Company's business address, or to the Contractor at its business address.

7. **COMPLIANCE WITH LAWS and Standard of Care:**

The Contractor shall comply with all present and future federal, state and local laws, applicable in the performance of this Agreement and accepted standards of care for contractors in the business of commercial and residential demolition projects similar in size and scope to the work required under this Agreement.

8. **DISADVANTAGED BUSINESS ENTERPRISE ASSURANCES:**

1. Policy: It is the policy of The Jones Payne Group, W. D. Schock Company, Inc, RIAC and the FAA that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. Consequently, 49 CFR Part 23 DBE requirements apply to this agreement.
2. DBE Obligation: The Contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all Demolition and Excavation Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, creed, national origin, handicap or sex in the award and performance of FAA assisted contracts and shall comply with all applicable Contract Documents relating to said.
3. DBE Goal and Plan: The Contractor agrees to ensure that the DBE Goal of **9.45%** is achieved, and is in compliance with the Contract Documents including, but not limited to, Section 00750 – DBE Plan.

9. **AFFIRMATIVE ACTION:**

The Contractor assures that, to the extent applicable, it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, handicap or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. The Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by said subpart. The Contractor assures that it will require that their covered sub-consultants provide assurances to the Contractor that they similarly will undertake affirmative action programs and they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

The Contractor also agrees that during the performance of this contract, equal employment opportunities shall be provided for all qualified persons and that there shall not be any discrimination against any employee or applicant because of race, creed, color, sex, handicap, religion, or national origin. The Contractor and associated sub-consultants shall comply with the Civil Rights Act of 1964 and with Executive Order No. 11246, dated September 24, 1965, or with such other executive orders and statutes concerning nondiscrimination which may from time to time hereafter, be promulgated.

10. **ASSURANCES – OBLIGATIONS OF THE CONTRACTOR**

The Contractor, by execution of this agreement certifies that:

- A. “Contractor” is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representatives (USTR).
- B. The Contractor has not knowingly entered into nor shall (General Contractor’s Name) enter into any contract or subcontract for these SERVICES with a sub-contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- C. The Contractor has not procured nor shall The Contractor procure any product nor subcontracted for the supply of any product for use on the services that is produced in a foreign country on said list.
- D. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30, 17 no contract shall be awarded to a sub-consultant who is unable to certify the above. If The Contractor knowingly procures or subcontracts for the supply of any produce of services of a foreign country on the said list for use under this AGREEMENT, the Federal Aviation Administration (FAA) may direct, through Rhode Island Airport Corporation (RIAC), cancellation of the contract at no cost to the FAA or RIAC.
- E. “Contractor” agrees, by executing this AGREEMENT, it will incorporate this provision for certification without modification in each subcontract issued hereunder. The Contractor may rely upon the certification of a prospective sub-consultant unless it has knowledge that the certification is erroneous.

- F. The Contractor shall provide immediate written notice to RIAC if the Contractor learns that its certification or that of a sub-consultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor contracts with sub-consultants shall require each sub-contractor to provide immediate written notice to the Contractor if at any time it learns that its certification was or has become erroneous by reason of changed circumstances.
- G. This certification is a material representation of fact upon which reliance was placed when entering into this AGREEMENT. If it is later determined that the Contractor or its sub-consultant knowingly rendered an erroneous certification, the FAA may direct, through RIAC, cancellation of the contract or subcontract for default at no cost to RIAC or the FAA.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the consultant is not required to exceed that of which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. This certification concerns a matter within the jurisdiction of an agency of the United State of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecutions under Title 18, United States Code, Section 1001.

11. **WORK PRODUCT:**

All maps, drawings, plans, specifications, records, reports, test results, and any other work product generated or prepared as a result of the work effort rendered by the Contractor under this Agreement are and shall remain the sole property of the Company; the Contractor shall have no interest therein. The Contractor acknowledges that the contractual fee paid under this Agreement is compensation in full for his/her rights in the intellectual property outlined in this paragraph.

12. **CONFIDENTIALITY:**

All reports, documents, plans, specifications, information, or data given to or prepared by or assembled by the Contractor under this Agreement which the Company requires to be kept confidential, shall not be made available by the Contractor to any individual or entity without the prior written approval of the Company, unless otherwise required by law.

13. **CONFLICTS OF INTEREST:**

Neither the Contractor's employees nor any member of their family shall have any direct or indirect interest, financial or otherwise, in the business of any individual, entity or corporation involved in this project, directly or indirectly involving the Company. The Contractor warrants that it presently has no interest, which would conflict in any manner with any of its duties and responsibilities under this Agreement.

14. **ASSIGNABILITY:**

The Contractor shall not assign any interest in this Agreement nor subcontract any services to be provided hereunder, without the prior written consent and approval of the Company.

15. **CANCELLATION OF AGREEMENT:**

The Company may terminate this Agreement at any time, without forfeiture, waiver or release of any other rights of the Company upon default or breach of the Contractor in the performance of the work to be provided by the Contractor under this Agreement or in the observance of or compliance with any of the terms and conditions of this Agreement, or if the Company determines that the services rendered or work performed by the Contractor is unsatisfactory in any way. The Company may give the Contractor immediate notice of such termination at any time in any manner. Upon notice of such termination, the Contractor shall immediately cease or cause to be ceased all services or work. The Contractor shall invoice and be paid for only the services rendered and work performed through the date of termination, which are reasonably satisfactory to the Company. Notwithstanding the above, the Contractor shall not be relieved of liability to the Company for damages sustained by the Company by reason of any breach or default of this Agreement by the Contractor for the purposes of set-off for such damages so sustained by the Company. Should the Company terminate this Agreement, the Contractor shall cease or cause to be ceased all services or work and shall invoice and be paid for only those services rendered and work performed through the date of termination. In the event of termination of this Agreement by the Company, upon payment by Company of what is due, any reports, documents, plans, specifications, information or data shall be returned to the Company. The Contractor shall have the right to terminate this Agreement only for substantial failure of the Company to perform in accordance with the terms of this Agreement.

16. **INSURANCE:**

The Contractor agrees to procure and maintain at his/her expense, until the completion and final acceptance of the services in this Agreement, insurance of the following kinds and amounts, with insurance companies authorized to do business in the State of Rhode Island, covering all operations under this Agreement performed by them:

- a. Workmen's Compensation and Employer's Liability Insurance:
 - State Statutory Coverage B \$100,000
 - Employer's Liability \$100,000
 - Disease Policy Limit \$500,000
 - Disease each Employee \$100,000

- b. Comprehensive General Liability including coverage for site work, contractual obligations, premises liability, completed operations:
 - Bodily Injury aggregate \$1,000,000
 - Bodily Injury each occurrence \$1,000,000
 - Property Damage aggregate \$1,000,000
 - Property Damage each occurrence \$1,000,000

- c. Comprehensive Automobile Insurance:
 - Bodily Injury and Property Damage each person \$500,000
 - Bodily Injury and Property Damage each occurrence \$1,000,000

- d. Umbrella Liability Insurance each occurrence
Limits of \$5,000,000 excess of \$1,000,000 primary layer.

- e. Pollution Liability Insurance each occurrence
\$1,000,000.

Certificates of Insurance shall be furnished to the Company and shall provide that insurance not be canceled without thirty days prior written notice to the Company. The Company, on request, may examine the policies. The following shall be named as additional insured under all policies of insurance:

W. D. Schock Company, Inc.
The Jones Payne Group, Inc.
T. F. Green Airport
Rhode Island Airport Corporation

The foregoing minimum limits of insurance shall be subject to revision upon determination that adjustments are necessary for the protection of the Company and the Contractor shall agree that it will adjust and maintain insurance in the revised amounts prescribed from time to time. The Contractor hereby waives any right of recovery this party or these parties may have against the Company, arising from any loss, damage or destruction which may occur, during the dates covered by this agreement, to any property owned or controlled by the Company.

17. HOLD HARMLESS:

The Contractor shall protect, defend, indemnify and hold the Company (The Jones Payne Group, Inc), the Owner (Rhode Island Airport Corporation / T.F. Green Airport), the Owner's Prime Consultant (W. D. Schock Company, Inc.) and its employees completely harmless from and against all liabilities, demands, suits, claims, losses, fines or judgments brought by reason of the injury or death of any person or damage to any property arising out of or incident to this Agreement to the extent of its negligent acts or omissions of the Contractor, his / her officers, employees, agents, subcontractors, licenses or invitees unless such injury, death or damage is caused by the negligence of the Company. The Company agrees to pass on to the Contractor any and all indemnities and limitation of liabilities in the same manner and to the same extent that the Company receives from its client or any other party.

18. RESPONSIBILITY:

The Contractor is an independent entity and will be responsible for any negligence, errors or omissions made by the Contractor or its Sub-Contractors or employees, agents or representatives of either of them, in performing services under this Agreement.

19. EFFECT OF PARTIAL INVALIDITY, CONSTRUCTION

Should any court of competent jurisdiction, for any reason, render any section or any part of any section of this Agreement void, invalid, or unenforceable such a determination shall not render void, invalid, or unenforceable any other section or part thereof of this Agreement. In the

event that there is any conflict between any term or provision of this Agreement and any language in the Contract Documents and its addenda, this Agreement shall control construction of such term or provision unless and except to the extent that the Contract Documents and its addenda impose additional requirements on the Contractor.

20. CHOICE OF LAW

This Agreement has been made and entered into in the State of Rhode Island and the laws of that state shall govern its validity and interpretation.

ATTEST:

COMPANY:

Mr. Michael Payne, President
The Jones Payne Group, Inc.
123 North Washington Street
Boston, MA 02114
(617) 790-3747 telephone
(617) 790-3748 fax

ATTEST:

CONTRACTOR:

“Contractor”
Duly Authorized Signature

SECTION 01210

ALLOWANCES

CONTRACT DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following: Revise list below to suit Project.
 - 1. Contingency allowances.
 - 2. Special Waste allowances.
- C. Related Sections:
 - 1. Division 01 Section "Unit Prices" for procedures for using unit prices.

1.2 COORDINATION

- A. Coordinate allowance items with other portions of the Work.

1.3 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by the Company for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Company under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.4 TESTING AND SPECIAL WASTE ALLOWANCES

- A. Testing allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.
- B. Special waste allowance includes all labor and abatement cost for removal and disposal.
- C. Costs of services not required by the Contract Documents are not included in the allowance.
- D. At Project closeout, credit unused amounts remaining in the testing and special waste allowance to the Company by Change Order.

1.5 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable.
 - 1. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 - 2. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 - 3. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, for Contractor's labor, overhead, and profit.
 - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

3.2 PREPARATION

- A. Coordinate scope of work each allowance to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Contingency Allowance: Include the sum of \$16,000.00: Include tree clearing, stump grinding and disposal as specified in Division 2, Section 02230 "Site Clearing" and as shown on Drawings.
1. This allowance includes cost for labor, material, handling, disposal and Contractor overhead and profit.
 2. Coordinate quantity allowance adjustment with corresponding unit price requirements of Division 01, Section "Unit Prices."
- B. Allowance No. 2: Testing and Special Waste Allowance: Include the sum of \$30,000.00: Include Special Waste as specified in Division 13, Section "Lead Base Paint" & "Asbestos Abatement".
1. This allowance includes cost for labor, material, equipment, handling, disposal of and Contractor overhead and profit.
 2. Coordinate quantity allowance adjustment with corresponding unit price requirements of Division 01 Section "Unit Prices."

END OF SECTION 012100

SECTION 01220
UNIT PRICES
CONTRACT DOCUMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Section:
 - 1. Division 01 "General Provisions" for procedures for submitting and handling Change Orders.

1.2 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

- A. Unit Prices listed under ADDITIONS have been computed to include net cost plus overhead, profit, and bond and all other charges required to complete the work item.
- B. Unit Prices listed under DEDUCTIONS have been computed at the net cost alone.
- C. Unit Prices net cost include the cost of all labor, materials, equipment, disposal, and all other costs required to complete the work item.
- D. Unit Prices shall apply until the date of Contract Completion established at the time of the Notice to Proceed. If the date of Contract Completion has been modified by Change Order, Unit Prices may be adjusted at the discretion of the Company.
- E. Unit Prices for excavation include the costs of sheeting and bracing, pumping and dewatering, and all other related costs. Excavation quantities shall be measured as compacted in place at maximum dry density.
- F. Materials, methods of installation, and definitions of terms set forth under the various Unit Price items in the Schedule of Unit Prices shall be as indicated in the Contract Documents.

- G. Company reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Company's expense, by an independent surveyor acceptable to Contractor.
- H. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 APPLICABILITY OF UNIT PRICES

- A. The payment lines (when applicable) shall be as indicated in the Contract Documents.
- B. Prior to commencing removal or placement of materials set forth in the Schedule of Unit Prices, the Contractor shall notify the Company in sufficient time to permit proper measurements to be taken on behalf of the Owner. Only quantities which have been approved in writing by the Company will be considered in the determination of adjustments to the Contract Sum.
- C. Performance of Work which is not required under the Contract Documents or which is not authorized by Change Order, whether or not such Work item is set forth hereunder as a Unit Price item, shall not be considered cause for extra payment. The Contractor will be held fully responsible for such unauthorized work, including the performance of all corrective measures required by the Company.

3.2 SCHEDULE OF UNIT PRICES

- A. Unit Price No. 1 – Tree Removal and Stump Grinding.
 - 1. Description: Removal of Trees and there Stumps at various locations. Pricing is based on a per unit bases which will include all applicable charges incurred for disposal, tree removal, stump grinding and backfilling as specified in sections; 02210 Earth Excavation, backfill & Grading, and section 02230 Site Clearing.
 - a. Contractor to provide unit pricing for the removal of the following four unit classes.

No.	Estimated Quantities	Unit	Description	Unit Price
1	12	Allowance	From 7" to 11"	\$
2	11	Allowance	From 12" to 19"	\$
3	4	Allowance	From 20" to 29"	\$
4	6	Allowance	From 30" Plus	\$

-
- B. Unit Price No. 2 – 1 full work day (8 hours, 1 person) of asbestos remediation:
 - 1. Description: Price for a full work day of asbestos remediation (8 hours, 1 person) cost includes all labor, disposal and equipment needed for work day.
 - 2. Unit price affects the work of, but is not limited to, the following Sections:
 - a. 13820 – Asbestos Remediation
 - 3. Unit of Measurement: 1 work day (8 hours).

 - C. Unit Price No. 3 – ½ work day (4 hours) of asbestos remediation:
 - 1. Description: Price for a 1/2 work day of asbestos remediation (4 hours, 1 person) cost includes all labor, disposal and equipment needed for a half work day.
 - 2. Unit price affects the work of, but is not limited to, the following Sections:
 - a. 13820 – Asbestos Remediation.
 - 3. Unit of Measurement: 1/2 work day (4 hours).

 - D. Unit Price No. 4 – 1 full work day (8 hours) of lead base paint abatement:
 - 1. Description: Price for a full work day of Lead base paint abatement (8 hours, 1 person) cost includes all labor, disposal and equipment needed for a half work day.
 - 2. Unit price affects the work of, but is not limited to, the following Sections:
 - a. 13282 – Lead Base Paint Abatement.
 - 3. Unit of Measurement: 1 work day (8 hours)

 - E. Unit Price No. 5 – ½ work day (4 hours) of lead base paint abatement:
 - 1. Description: Price for a 1/2 work day of Lead base paint abatement (4 hours, 1 person) cost includes all labor, disposal and equipment needed for a half work day.
 - 2. Unit price affects the work of, but is not limited to, the following Sections:
 - a. 13282 – Lead Base Paint Abatement.
 - 3. Unit of Measurement: 1/2 work day (4 hours).

3.3 UNIT PRICE TERMS and CONDITIONS

All Unit Prices are based upon the Contractor paying prevailing wage rates. Unit pricing reflects all terms, conditions, and language reflected in the bid documents, including Section 01210. All unit pricing also includes the Contractor providing power, water and lighting, as well as, the proper removal, transportation and disposal of all hazardous materials in accordance with all local, state and federal requirements.

Contractor Name: _____

Duly Authorized Signature: _____

Date: _____

END OF SECTION 01220