

Rhode Island Quasi-Public Contract Offer By  
University of Rhode Island

SECTION 1 – RIVIP VENDOR INFORMATION

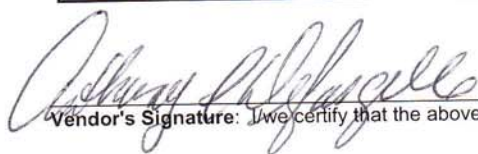
**Bid/RFP Number:** 2166  
**Bid/RFP Title:** CONSTRUCTION:WELLNESS & FITNESS CENTER  
**Bid Contact Person:** PURCHASING  
**Bid Contact Phone:** (401) 874-2171  
**Opening Date & Time:** 12/1/2011 1:00 PM  
**RIVIP Vendor ID #:** 25220  
**Vendor Name:** ADS Construction, Inc.  
**Address:** 300 Wampanoag Trail  
East Providence, RI 02915 USA  
**Telephone:** (401) 431-1228  
**Fax:** (401) 431-0617  
**E-Mail:** adepasquale@adsconst.com  
**Contact Person:** Anthony L. DePasquale  
**Title:** President

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

**Submission Information**

Submit offers as required within the Bid/RFP document. This contract is NOT a state bid.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate, (3) that vendor understands and has complied with the requirements set forth.



Vendor's Signature: I/we certify that the above vendor information is correct and complete.

Date 12/01/11

Anthony L. DePasquale, President

Print Name and Title of company official signing offer

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

Offerors must respond to every disclosure statement. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements. Incomplete certification forms are grounds for disqualification of offer.

**You MUST answer 'Yes' or 'No' to the following questions:**

No 1 Has your firm (or any principal) been subject to the following findings by the Federal Government, State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM (S)

No 2 Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?

Yes 3 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

Yes 4 I/we acknowledge that, in accordance with (1) RIGL Section §37-2-54(C) "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe," and (2) RIGL section §37-2-7(16) which identifies the Board of Governors for Higher Education as a public agency and gives binding contractual authority to the University Purchasing Agent.

Yes 5 I/we certify that all of the vendor information provided is correct and complete.

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

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

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

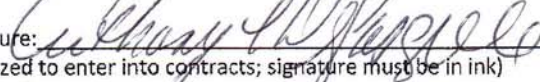
Yes 9 I/we acknowledge that the provisions and procedures set forth in the form apply to any contract arising from this offer.

Yes 10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) and the Board of Governors Website ([www.ribghe.org/procurementregs113006.pdf](http://www.ribghe.org/procurementregs113006.pdf)) apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein.

Yes 11 NEW REQUIREMENT\*- IMPORTANT!! I/we hereby acknowledge that I/we understand that effective January 1, 2011 all public works related project bids or proposals exceeding One Million Dollars (\$1,000,000), inclusive of all proposed alternates, must include a "public copy" as required by R.I. Gen. Laws §37-2-18 and the "Rules, Regulations and General Conditions of Purchasing". It is further understood that any bid or proposal in excess of One Million dollars (\$1,000,000) which does not include a copy for public inspection shall be deemed to be non-responsive.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 OR 2 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #3 - 11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT.

Signature below commits vendor to the attached offer and certifies (1) that the offer reflects all solicitation amendments (2) that the above statements and information are accurate (3) that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature:  Bid Number: 2166 Date: 12/01/11  
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)  
Anthony L. DePasquale, President (401) 431-1228

Print Name and Title of Company official signing offer

Telephone Number



THE  
UNIVERSITY  
OF RHODE ISLAND

DIVISION OF  
ADMINISTRATION  
AND FINANCE

THINK BIG  WE DO™

PURCHASING DEPARTMENT  
581 Plains Road, Suite 3, Kingston, RI 02881 USA p: 401.874.2171 f: 401.874.2306 uri.edu/purchasing



**BID/PROPOSAL**

COMMODITY: CONSTRUCTION: WELLNESS & FITNESS CTR DATE: 10/31/2011

FORMAL BID NO. \_\_\_\_\_ PUBLIC BID NO. 2166 RFP NO. \_\_\_\_\_

BIDS ARE TO BE RECEIVED IN URI PURCHASING DEPARTMENT BY: DATE: 11/22/2011 TIME: 3:00PM

BUYER: TRACEY ANGELL/ew  SURETY REQUIRED: YES: X NO: \_\_\_\_\_

PRE-BID/PROPOSAL CONFERENCE: DATE: 11/8/2011 TIME: 10:00 AM

MANDATORY: YES: X NO: \_\_\_\_\_

LOCATION: URI ROGER WILLIAMS CENTER, BUTTERFIELD ROAD  
KINGSTON, RI 02881

BE SURE ALL INFORMATION SHOWN BELOW IS CORRECT.  
FEDERAL EMPLOYER IDENTIFICATION NUMBER MUST BE INCLUDED.

COMPANY NAME: ADS Construction, Inc. FEIN: \_\_\_\_\_

STREET AND NUMBER: 300 Wampanoag Trail

CITY, STATE & ZIP CODE: East providence, RI 02915

ORDERING E-MAIL ADDRESS: adepasquale@adsconst.com

**No offer will be considered that is not accompanied by the attached  
University of Rhode Island Bidder Certification Form/Contract Offer  
completed and signed by the offeror.**

Anthony L. DePasquale, President  
Print Name and Title

(401) 431-1228 / (401) 431-0617  
Telephone Number/Facsimile Number

  
Signature

12/01/11  
Date

\_\_\_\_\_  
Company F.E.I.N.

**THIS BID WILL NOT BE HONORED UNLESS SIGNED**

*The University of Rhode Island is an equal opportunity employer committed to the principles of affirmative action.*

DOCUMENT 00 41 00 - BID FORM

Date: 12/01/11

To: University of Rhode Island  
PURCHASING DEPARTMENT  
Dining Services Center  
581 Plains Road, Suite 3  
Kingston, RI 02881

Project: URI WELLNESS AND FITNESS CENTER  
University of Rhode Island, Kingston Campus

Submitted by: ADS Construction, Inc.  
(include address, 300 Wampanoag Trail, East Providence, RI  
tel. & FAX nos., (401) 431-1228 / (401) 431-0617  
and license no.  
if applicable) 18780

1. BID

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents prepared by William Kite Architects, Inc. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

Nine Million Eight Hundred Ninety Eight Thousand Dollars (\$ 9,898,000.00.)  
(written, and numerically)

We have included the specified cash and contingency allowances from Section 01 20 00 in Division 1 of the Specifications in the above Bid sum as follows:

Construction Allowance	\$ 450,000.00
Other Allowance	\$
Total Allowances	\$

We have included the required Bid security as required by the Invitation to Bid in the above Bid Sum. We have included 100% Payment and Performance Bonds in the above Bid Sum.

We have included the original Bid and required additional **"public copy"** as required by Document 00 20 00 – Instructions to Bidders.

LINE ITEMS:

The following items are included in the above total, and enumerated for the Owner's information only:

FIRE ALARM AND FIRE SAFETY:

Twenty Four Thousand Two Hundred Dollars (\$ 24,200.00.)  
(written, and numerically)

AUDIO/VISUAL COMPONENTS AND SYSTEM

Include all equipment:

One Hundred One Thousand Dollars (\$ 101,000.00.)  
(written, and numerically)

2. ALTERNATES

Our proposals to modify the above Bid as identified by numbered Alternatives specified in Section 01 20 00 in Division 1 of the Specifications are as follows:

Alt.01 Nutrition Kitchen and Seminar Room

**Add** / Deduct (circle one) Four Hundred Twenty Six thousand Dollars (\$ 426,000.00.)

(written, and numerically)

Alt.02 Bouldering Wall Allowance

Add **SIXTY THOUSAND AND 00/100** (\$ 60,000.00)

(written, and numerically)

Alt.03 Cladding System

Add / Deduct (circle one) **Fifteen Thousand Dollars** (\$ 15,000.00)

(written, and numerically)

Alt.04 Light Wall

Add / Deduct (circle one) **Twenty Six Thousand Five Hundred Dollars** (\$ 26,500.00)

(written, and numerically)

Alt.05 Rubber Corridor Tile

Add / Deduct (circle one) **Six Thousand Dollars** (\$ 6,000.00)

(written, and numerically)

Alt.06 Curtainwall

Add / **Deduct** (circle one) **One Hundred Thirty Six Thousand Dollars** (\$ 136,000.00)

(written, and numerically)

Alt.07 Educational Signage

Add / Deduct (circle one) **One Thousand Five Hundred Dollars** (\$ 1,500.00)

(written, and numerically)

### 3. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement subject to compliance with required State regulatory agency approvals as described in the Invitation to Bid.
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.
- Commence work within seven days after receipt of a Purchase Order from URI Purchasing.

If this bid is accepted within the time stated, and we fail to commence the Work, or we fail to provide the required Bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

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

### 4. CONTRACT TIME

If this Bid is accepted, we will achieve **Substantial Completion of the Work by November 2, 2012**. We have included any and all premium time or additional staffing required to accommodate this schedule.

Liquidated Damages, Time is of the Essence:

If we fail to achieve certification of Substantial Completion at the expiration of the agreed upon Contract Time indicated above, we acknowledge that we will be assessed Liquidated Damages for each calendar day the project continues to be in default of Substantial Completion, as follows: **\$ 1,000.00 per calendar day**.

### 5. REQUIREMENT FOR LICENSE NUMBER

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for the work to be performed by this firm as prime contractor is:

LICENSE NUMBER: 18780.

6.     ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated 11/08/11.

Addendum No. 2, dated 11/15/11.

Addendum No. 3, dated 11/21/11 , etc.

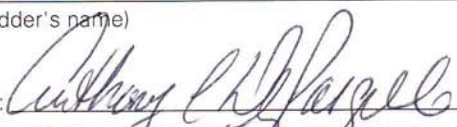
Addendum No. 4 dated 11/23/11

7.     BID FORM SIGNATURE(S)

**ADS Construction, Inc.**

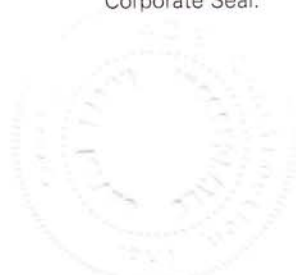
(Bidder's name)

By:



Title: Anthony L. DePasquale, President

Corporate Seal:



END OF DOCUMENT



# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **ADS Construction, Inc. of 300 Wampanoag Trail, East Providence, RI 02915** as Principal, hereinafter called the Principal, and **The Ohio Casualty Insurance Company** a corporation duly organized under the laws of the state of **Ohio** as Surety, hereinafter called the Surety, are held and firmly bound unto the **University of Rhode Island** as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Amount of the Attached Bid**

Dollars (**\$5% of Bid**),

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

WHEREAS, the Principal has submitted a bid for **Wellness & Fitness Center**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **1<sup>st</sup>** day of **December, 2011**.

*Michael C. DeGroot*  
(Witness)

*Paul J. Byrne*  
(Witness)

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

{ By: *Anthony D. Pellegrino Pres.*  
(Title)

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

{ By: *Charles A. Byrne*  
**Charles A. Byrne (Title) Attorney-in-Fact**



## POWER OF ATTORNEY

No. 39-371

THE OHIO CASUALTY INSURANCE COMPANY  
WEST AMERICAN INSURANCE COMPANY

Know All Men by These Presents: THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint: David J. Byrne, III, Kathleen A. Byrne, Denise A. Chianese or Charles A. Byrne of E Providence, Rhode Island its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance FIVE MILLION (\$5,000,000.00) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 24th day of May, 2006.



*Sam Lawrence*

Sam Lawrence Assistant Secretary

STATE OF OHIO,  
COUNTY OF BUTLER

On this 24th day of May, 2006 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



*Cheryl S. Gregory*

Notary Public in and for County of Butler, State of Ohio  
My Commission expires August 6, 2007

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof.

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, American Fire and Casualty Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 1st day of December, 2011



*Mark E. Schmidt*

Mark E. Schmidt Assistant Secretary