

Quasi-Public  
University of Rhode Island

SECTION 1 – RIVIP VENDOR INFORMATION

**Bid/RFP Number:** 2283A3  
**Bid/RFP Title:** URI CLIMBING WALL BUILDING  
**Bid Contact Person:** PURCHASING  
**Bid Contact Phone:** 4018742171  
**Opening Date & Time:** 10/17/2012 3:00 PM  
**RIVIP Vendor ID #:** 65939  
**Vendor Name:** Site Specific  
**Address:** 45 Dike Street  
**Telephone:** (401) 632-4400  
**Fax:** (401) 632-0079  
**E-Mail:** hb@sitespecificllc.com  
**Contact Person:** Matt Dempsey  
**Title:** Owner

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 10/17/12

Matt Dempsey - PRINCIPAL  
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:

N 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)

N 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?

Y 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.

Y 4 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe," 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, including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the University of Rhode Island may be disregarded and shall not be binding on the University of Rhode Island.

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

Y 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.

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

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

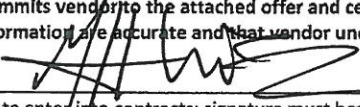
Y 9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

Y 10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<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.

Y 11 NEW REVISED REQUIREMENT\*-IMPORTANT!! I/we hereby acknowledge that I/we understand that effective January 1, 2012 all public works related project bids or proposals exceeding SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars, inclusive of all proposed alternates, must include a "public copy" as required by R.I. Gen. Laws §37-2-18(j) and the State Procurement Regulations. It is further understood that any bid or proposal in excess of SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars 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 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 and that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature: 

(Person Authorized to enter into contracts; signature must be in ink)

Bid Number:

2283A3

Date:

10/12/12

(if applicable)

MATT DEMPSEY - PRINCIPAL 401-632-440

Print Name and Title of Company official signing offer Telephone Number

Durkee Brown  
Viveiros & Werenfels  
Architects Inc.

University of Rhode Island  
Climbing Wall Building  
Kingston, Rhode Island

**DOCUMENT 00410 - BID FORM**

Date:

10/17/12

To:

University of Rhode Island, Purchasing Office  
581 Plains Road, Kingston, RI 02881

Project:

URI Climbing Wall Building  
University of Rhode Island, Kingston Campus

Submitted by:

SITESPECIFIC

(include address,  
tel. & FAX nos.,  
and license no.  
if applicable)

45 DIKE ST

PROVIDENCE RI 02909

401-632-4400, 401-632-0079 FAX

**1. BID**

Having examined the Place of The Work and all matters referred to in the Bid Documents and in the Contract Documents prepared by **Durkee, Brown, Viveiros & Werenfels 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:

FOUR HUNDRED EIGHTY SIX THOUSAND THREE HUNDRED EIGHTY TWO (\$ 486,382.)  
(written, and numerically)

- We have included the specified Allowances from Section 01200 and Section 012100 in Division 1 of the Specifications in the above Bid sum as follows:

Allowance No. 1: Testing and Inspection Allowance	\$2,000.00
Allowance No. 2: Rock Excavation Allowance.	\$7,000.00
Allowance No. 3: Electrical Service Allowance.	\$10,000.00
Total Allowances	\$19,000.00

- We have included the required Bid security in the above Bid Sum. We have included 100% Payment and Performance Bonds in the above Bid Sum.
- We agree to comply with all requirements of RI General laws including those requiring prevailing wages and apprenticeship hours.

**2. ALTERNATES**

We propose to modify the above Bid Sum by the following amount(s) as identified by (a) numbered Alternative(s) specified in Sections 01200 and Sections 012300 of the Specifications, and as may be selected by the Owner:



Add / Deduct Alternate No.1 (circle one) - Skylights

Deduct: Eight Thousand Four Hundred (\$ 8,488.5)  
Eighty Eight

Add / Deduct Alternate No.2 (circle one) - Skylight Wiring

Deduct: Four Hundred (\$ 400.-)

Add / Deduct Alternate No.3 (circle one) - Overhead Door

Deduct: One Thousand Five Hundred (\$ 1,500.5)

Add / Deduct Alternate No.4 (circle one) - Sliding Wood Door

Deduct: Three Thousand Eight Hundred (\$ 3,800.5)

Add / Deduct Alternate No.5 (circle one) - Siding

ADD - Deduct: Four Hundred Thousand (\$ 400,000.5)

Add / Deduct Alternate No.6 (circle one) - Heating System

Deduct: Twenty One Thousand (\$ 21,000.5)

3. UNIT PRICES

Per Section 01200, provide unit prices/SF or each as noted for the following items:

Name of Unit Price - Not Applicable

4. 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:

- Proceed under the Agreement, subject to compliance with required State regulatory agency approvals as described in the Bid Documents.
- 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 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.

Durkee Brown  
Viveiros & Werenfels  
Architects Inc.

University of Rhode Island  
Climbing Wall Building  
Kingston, Rhode Island

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.

5. **CONTRACT TIME**

If this Bid is accepted, we will achieve Substantial Completion of the Work by 180 calendar days from receipt of purchase order. We have included all premium time or additional staffing required to accommodate this schedule.

6. **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:

**\$1000.00 per calendar day.**

7. **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: 26439

8. **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 10/2/12  
Addendum No. 2, dated 10/9/12  
Addendum No. 3, dated 10/10/12

9. **BID FORM SIGNATURE(S)**

SITESPECIFIC  
(Bidder's name)  
By: [Signature]  
Title: PRINCIPAL

Corporate Seal:

**END OF DOCUMENT**





# AIA® Document A310™ – 2010

## BID BOND

#20121004

### CONTRACTOR:

Site Specific, LLC  
45 Dike Street  
Providence, RI 02903  
Tel: 401-632-4400  
Fax: 401-632-0079

### SURETY:

Great Northern Bonding Company, LTD  
109 Federal Street  
Danbury, CT 06606  
800-634-7874

### OWNER:

State of Rhode Island Board of  
Governors for Higher Education  
University of Rhode Island

**BID BOND:** 5% of the total Bid Price

### PROJECT:

URI Climbing Wall Building  
University of Rhode Island  
Kingston Campus

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

### ADDITIONS AND DELETIONS:

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


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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

Signed and sealed this 04 Day of October 2012

  
(Witness)

  
(Witness)

Site Specific, LLC.

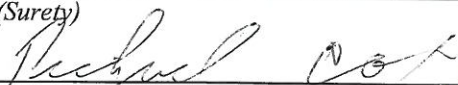
(Contractor as Principal)

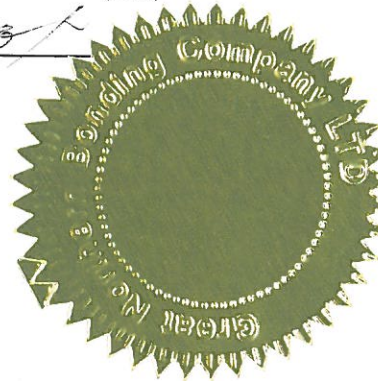
OWNER

(Title)

Great Northern Bonding Company, LTD

(Surety)

  
(Title) Attorney in Fact



Init.

## ***Additions and Deletions Report for*** ***AIA<sup>®</sup> Document A310<sup>™</sup> – 2010***

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:24:33 on 06/15/2011.

*There are no differences.*



GREAT NORTHERN BONDING COMPANY LTD  
POWER OF ATTORNEY  
CERTIFIED COPY

KNOW BY ALL MEN THESE PRESENTS, That GREAT NORTHERN BONDING COMPANY LTD does hereby constitute and appoint RICHARD COX its true and lawful Attorney-in- Fact to sign, seal, acknowledge and deliver for and on its behalf, and as its act and deed at any place within the United States, or if the following line be filled in. .Only within the area there designated. \_\_\_\_\_

Any and all bonds recognizance, undertakings, contracts of indemnity, or other writings obligatory in the nature thereof, as follows; any such obligations in the United States, in any amount. And said Company hereby ratifies and confirms all and whatsoever said Attorney-in-Fact may lawfully do in the premises by virtue of these presents.

This appointment is made under and by authority of the following Resolution passed by the Board of Directors of said Company at a meeting held on the 2<sup>nd</sup> January 2011, a quorum being present and voting, which Resolution is still in effect.

"Resolved that the President, or any Vice President, in conjunction with any Secretary, or Assistant Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all Bonds, recognize, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof. With power to attach the Seal of the Company. Any such writing so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their proper person.

IN WITNESS WHEREOF, GREATNORTHERN BONDING COMPANY LTD has caused these presents to be Sealed with its Corporate Seal, duly attested by its Assistant Secretary.

This 1 day of OCTOBER 20 12

GREAT NORTHERN BONDING COMPANY LTD

Assistant Secretary

JANET COX

State of New Hampshire, County of Hillsboro, ss.  
On this the 20 day of April, (yr.) 2012, before me,  
Roderick Crawford the undersigned officer,  
personally appeared Janet Cox  
known to me (or satisfactorily proven) to be the person  
whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the  
purposes therein contained. In witness whereof, I  
hereunto set my hand and official seal.

*Roderick J. Crawford*

RODERICK J. CHAWFORD  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
April 23, 2013

For Service call 800-634-7874

