

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

SECTION 1 - VENDOR INFORMATION

**Bid/RFP Number:** 7449729A4

**Bid/RFP Title:** CONSTRUCTION OF THE MARINE LOGISTICS SUPPORT FACILITY, URI - ADDENDUM 4 (6)

**Opening Date & Time:** 6/19/2012 1:45 PM

**RIVIP Vendor ID #:** 2830

**Vendor Name:** Maron Construction Co., Inc.

**Address:** 180 Buttonhole Drive  
P.O. Box 6726  
Providence, RI 02940-6726  
USA

**Telephone:** (401) 272-4930

**Fax:** 401-751-7192

**E-Mail:** tmaron@mccri.com

**Contact Person:** Thomas Maron

**Title:** Vice President

**R.I. Foreign Corp #:**

\*\*\*REVISED NOTICE TO VENDORS\*\*\*

Effective January 1, 2012 all public works projects related bids or proposals exceeding SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars are required to include a "public copy". All agency contract solicitations, requests for proposals, invitations for bids, etc. shall state that any bid or proposal that exceeds SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal that exceeds SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. Additionally, proposals submitted for a Master Price Agreement, when the total amount potentially may exceed SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars and the solicitation expressly requires any or all vendors to submit a public copy, must include a copy to be available for public inspection. For further information, please see RI Gen Laws §37-2-18(j) and State of RI Procurement Regulations at <http://purchasing.ri.gov/rulesandregulations/rulesandregulations.aspx>. Please see Question #11 below for further instructions regarding RIDOT Highway and Bridge construction projects.

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

SECTION 2 - REQUIREMENTS

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

Section 2.1 - RULES FOR SUBMITTING OFFERS

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

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

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

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

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

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

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

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

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

2.4.1 Prevailing Wage and OSHA Safety Training Requirements. The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws 37-13-1 et seq. and 28-20-1 et seq., shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

2.4.2 (a) Apprenticeship. Rhode Island General Laws §37-13-3.1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the Department of Labor and Training.

2.4.2(b) In addition to executing this certification, the general contractor shall be responsible for requiring that all subcontractors on the awarded project certify their compliance with R.I. Gen. Laws §37-13-3.1 prior to allowing the subcontractor to commence work on the awarded project. The general contractor shall be responsible for submitting the subcontractors' compliance certification to the Division of Purchases after the contracts are finalized between the contractor and subcontractor.

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

### SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

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

### SECTION 4 - CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

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

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

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

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

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

Revised: 12/20/2011

RIVIP Certification Form Page 2 of 3

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

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

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

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

**SECTION 5 – CERTIFICATIONS AND DISCLOSURES**  
**ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**  
**Offerors must respond to every disclosure statement.**

**A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.**

Indicate Yes (Y) or No (N):

N 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the 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 Chief Purchasing Officer 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 Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".

Y 5. I/we certify that the above vendor information is correct and complete.

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

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

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

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

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

Y 11. **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 RI 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.

**RIDOT Highway and Bridge Public Works related projects utilizing Quest Lite program only** – Effective immediately, submission to the Division of Purchases of a **duplicate original** of a vendor's Quest Lite compatible electronic copy on a readable compact disk shall satisfy the statutory "public copy" requirements. Quest Lite software is defined in the Division of Purchases "State Procurement Regulations" §12.102.05 (Preparation of Proposal).

For further information, please see R.I Gen. Laws § 37-2-18(j) and specific instructions at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

**IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-2 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #3-11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.**

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

  
Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

Date 5/19/12

Thomas J. Maron, V. President

Print Name and Title of company official signing offer  
Revised: 12/20/2011

**DOCUMENT 00410 - BID FORM**

Date: 6-19-12

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

Project: Marine Logistics Support Facility  
University of Rhode Island, Narragansett Bay Campus

Submitted by: Maron Construction Co., Inc.  
(include address, tel. & FAX nos., and license no. if applicable) 180 Buttonhole Drive  
Providence, RI 02909

401-272-4930 401-751-7192 FAX RI License No. 553

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 the Design Agent or Owner's Representative for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

Nine hundred twenty nine thousand seven hundred\$ 929,798.00 .)  
(written, and ninety eight dollars numerically)

- We have included the specified Inspection and Testing Allowances, from Section 01200 in Division 1 of the Specifications, in the above Bid Sum.

Inspection and Testing Allowance: \$ 20,000.

- 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 have included the original Bid and required additional "public copy" if required by Document 00210 – Supplemental Instructions to Bidders.

## 2. ALTERNATES

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

Add Alternate A (described on drawings and elsewhere as Alternate #3) - Rack Storage

Add: Six thousand dollars (\$ 6,000 )

Add Alternate B (described on drawings and elsewhere as Alternate #4) - Sink and Associated Work

Add: Five thousand one hundred (\$ 5,150 )  
fifty dollars

Add Alternate C (described on drawings and elsewhere as Alternate #1) - Additional Unit Heater and Additional Roof and Wall Insulation at Room 103.

Add: Fourteen thousand five (\$ 14,570 )  
hundred seventy dollars

Add Alternate D (described on drawings and elsewhere as Alternate #2) - Additional Roof and Wall Insulation at Room 102.

Add: Eleven thousand two hundred 11,275 )  
seventy five dollars

Add Alternate E (described on drawings and elsewhere as Alternate #5) - "Special Weathertightness Warranty for Standing-Seam Metal Roof Panels"

Add: Seven thousand two hundred (\$ 7,270 )  
seventy dollars

## 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:

- 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 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 240 calendar days after issuance 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:

**\$ 500 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: 553

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 5-21-12

Addendum No. 2, dated 6-5-12

Addendum No. 3, dated 6-14-12

Addendum No. 4, dated 6-14-12

Etc.

9. BID FORM SIGNATURE(S)

Maron Construction Co., Inc.  
(Bidder's name)

By: Jayne M Mardo  
Jayne M. Mardo

Title: Vice President

Corporate Seal:

**END OF DOCUMENT**

**DOCUMENT 00450 - BIDDER'S QUALIFICATION FORM**

This Bidder's Qualification Form is included as an integral part of the Bid documents, for use in evaluating the qualifications of Contractors, but will is not a part of the Bid submission itself.

When a pre-award meeting is scheduled, the apparent low bidder may be asked to submit this form. Failure of the announced low numerical bidder to respond with relevant information to the stated requirements of this Document 00450 may disqualify that bidder from further consideration as a bidder on this Project.

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

SUBMITTED TO: Owner at Pre-Award meeting if requested.

SUBMITTED BY:

NAME: Maron Construction Co., Inc.                     Corporation

ADDRESS: 180 Buttonhole Drive                     Partnership  
                 Providence, RI 02909

PRINCIPAL OFFICE: same as above                     Individual

Joint Venture

Other

NAME OF PROJECT: Marine Logistics Support Facility, URI/Narragansett Bay Campus

TYPE OF WORK (file separate form for each classification of work)

General Construction                     HVAC

Plumbing                     Electrical

Other(please specify)

1. ORGANIZATION

How many years has your organization been in business as a Contractor?

34 years

How many years has your organization been in business under its present name?

34 years

Under what other or former names has your organization operated?

none

If your organization is a corporation, answer the following:

Date of incorporation: Aug., 1977  
State of incorporation: RI  
President's name: James Maron  
Vice-president's name(s): David J. Maron  
Thomas J. Maron  
Jayne M. Mardo  
Secretary's name: Jayne M. Mardo  
Treasurer's name: James Maron

If your organization is a partnership, answer the following:

Date of organization:  
Type of partnership(if applicable):  
Name(s) of general partners:

If your organization is individually owned, answer the following:

Date of organization:  
Name of owner:

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

2. LICENSING

List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable: RI -- 553 CT -- 00652  
MA -- 10-1005

List jurisdictions in which your organization's partnership or trade name is filed.  
Rhode Island, Massachusetts, Connecticut

3. EXPERIENCE

List the categories of work that your organization normally performs with its own forces.  
Site work, concrete, painting, drywall, carpentry, labor

Claims and suits. (If the answer to any of the questions below is YES, please attach details)

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

no

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

no

Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last 5 years? Yes, with the State of RI for the RI Reintegration project, however, it was settled by both parties prior to any formal trial.

Within the last 5 years, has any officer or principal or your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is YES, please attach details).

no

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

State total worth of work in progress and under contract.

On a separate sheet, list the major projects your organization has completed in the past 5 years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

State average annual amount of construction work performed during the past 5 years.

\$20,000,000

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

#### 4. REFERENCES

Trade References: Universal Fasteners 401-658-1480  
Kamco Supply 401-463-5266  
L. Sweet Lumber 401-521-3800

Bank References: Bank of America  
Steve Lacroix  
401-278-3121

Surety:

Name of bonding company:

Travelers Casualty and Surety Company of America

Name and address of agent:

USI New England  
5700 Post Road  
PO Box 1158  
East Greenwich, RI 02818

Lamborghini Feibelman Ltd.  
July 22, 2011

BIDDER'S QUALIFICATION FORM  
00450-3

5. FINANCING

Financial Statement

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

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

Net fixed assets;

Other assets;

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

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

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

Mardo, Lachapelle & Palumbo LLP  
221 Broadway  
Providence, RI 02903

Is the attached financial statement for the identical organization named on Page 1?

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

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

6. SIGNATURE

6.1 Dated at this 19<sup>th</sup> day of June, 2012

Name of Organization: Maron Construction Co., Inc.

By:

Thomas J. Maron

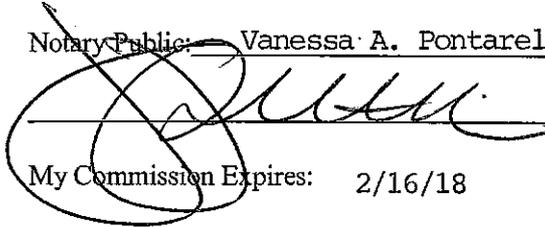
Title: Vice President

6.2 Mr. ~~or Mr.~~ Thomas J. Maron

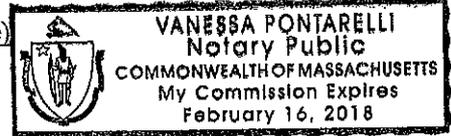
being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn to before me in Providence, RI this 19th day of June,  
20 12.

Notary Public: Vanessa A. Pontarelli (Printed Name)

 (Signature)

My Commission Expires: 2/16/18



**END OF DOCUMENT**

## **Key Project Management Staff**

Within this Subpart, we provide a listing of our key project management staff, along with an organizational chart. A review of that chart will provide some insight that Maron Construction is a “close-knit” family type operation where the principles take a much larger role than what would normally be expected. Thomas and David Maron are both principles and project manager/estimators for the company, therefore interface between the home office and the field has become quite simplified. Jayne Mardo is also the Chief Financial Officer and sister to David and Thomas, and as such, she communicates daily with both to discuss financial issues. Maron Construction has a qualified support staff that has been together for several years, thus creating a camaraderie that is very rare in this business. Weekly project meetings take place with the entire project team to discuss each and every ongoing project in order to brainstorm and problem solve a particular project, should the need arise.

### **James Maron            Chief Executive Officer**

Responsible for the overall operation of Maron Construction Co., Inc. With respect to the operating procedure at Maron Construction, he has the full authority to bind the company on any contractual matter. All personnel within the organizational chart report directly or indirectly to James Maron. He has been working in the construction industry for over fifty (50) years.

### **David J. Maron        Project Manager**

Responsible for the overall field operation and jobsite safety. He serves in a supervisory capacity for Maron Construction Co., Inc. procurement and purchasing. The quality control officer and assistant project manager report directly to David Maron. With regards to the operating procedure at Maron Construction Co., Inc., David Maron has the full authority to bind the company on any contractual matter, including negotiation of change orders. For issues involving safety, Mr. David Maron reports directly to the CEO James Maron or the Project Manager Thomas Maron. He has worked the construction industry for over twenty-five (25) years. Also a graduate of the University of Rhode Island with a Bachelor of Arts.

### **Thomas J. Maron    Project Manager/Home Office Safety Officer**

Responsible for the overall management of the office staff and the estimating department. All interactions between subcontractors and home office are the responsibility of Mr. Thomas J. Maron. He serves in a supervisory capacity for the estimating department. With respect to the operating procedure at Maron Construction Co., Inc., Thomas J. Maron has the full authority to bind the company on any contractual matter, to include proposal preparation and change order negotiation. He has worked in the construction industry for twenty-one (21) years. Also a graduate of Wentworth Institute of Technology with a Civil Engineering Degree.

**Jayne M. Mardo     Controller**

Responsible for the overall financial matters of Maron Construction Co., Inc. She serves as our in-house controller having passed all four sections of the CPA exam. All accounts receivable, payable, general ledger information and billings are generated by Mrs. Jayne M. Mardo. She serves in a supervisory capacity for the clerical and payroll department. With regard to the operating procedure at Maron Construction Co., Inc., Mrs. Mardo has the full authority to bind the company on any contractual matters. She has performed construction accounting for twenty-four (24) years. She is a graduate of Bryant College as an accounting major.

**David P. Coppola     Quality Control Officer/Assistant Project Manager**

He is the Quality Control Manager for the company and also serves as an assistant project manager. He is responsible for the overall quality control program of all ongoing projects and assists in the project management in the associated projects. He has full authority to stop work and require removal of items that fall below the standard of excellence required. For issues relating to quality control, Mr. Coppola reports directly to the CEO James Maron or Project Managers Thomas and David Maron. Has been in the construction industry for over eighteen (18) years. Has been Maron Construction Co., Inc.'s Quality Control Officer of twelve (12) years.

**Thomas A. Mello     Estimator**

He is the estimator for Maron Construction Co., Inc. He is responsible for the quantity take off of all aspects of a project from site work to specialty contracting. To a lesser degree, he is responsible for providing input to the project manager and the site superintendents for any successfully bid project. He has the authority to negotiate bids and provide cost estimates. Has been in the construction industry for over twenty (20) years. Also a graduate of Southeastern Massachusetts University in Construction Management.

**Steven M. Grande     Expediter**

He is the expediter and subcontractor procurement manager. His responsibilities include purchasing and procuring of subcontracting from the bidding stage to the eventual contract award. He is also responsible for the review of submittals for eventual submission to the owner for approval. His duties also include pricing and procurement of materials for job sites and interacting with the project managers and site superintendents for their material needs. He has complete authority for the purchasing portion of the project. Has been in the construction industry for over twenty-five (25) years. Also a graduate of Roger Williams College in Construction Technology.

**Vanessa Ferrara      Payroll Specialist**

Her duties include all payroll activities such as payroll affidavit verification and processing, accounts payable procedures. She interacts directly with subcontractors for weekly payroll information and also is the direct assistant to the controller. She also interacts with the project inspector on a weekly basis for payrolls and daily reports. She has the authority to authorize disbursement of payments to subcontractors. Has worked in the accounting and payroll department for Maron Construction for the past eight (8) years.

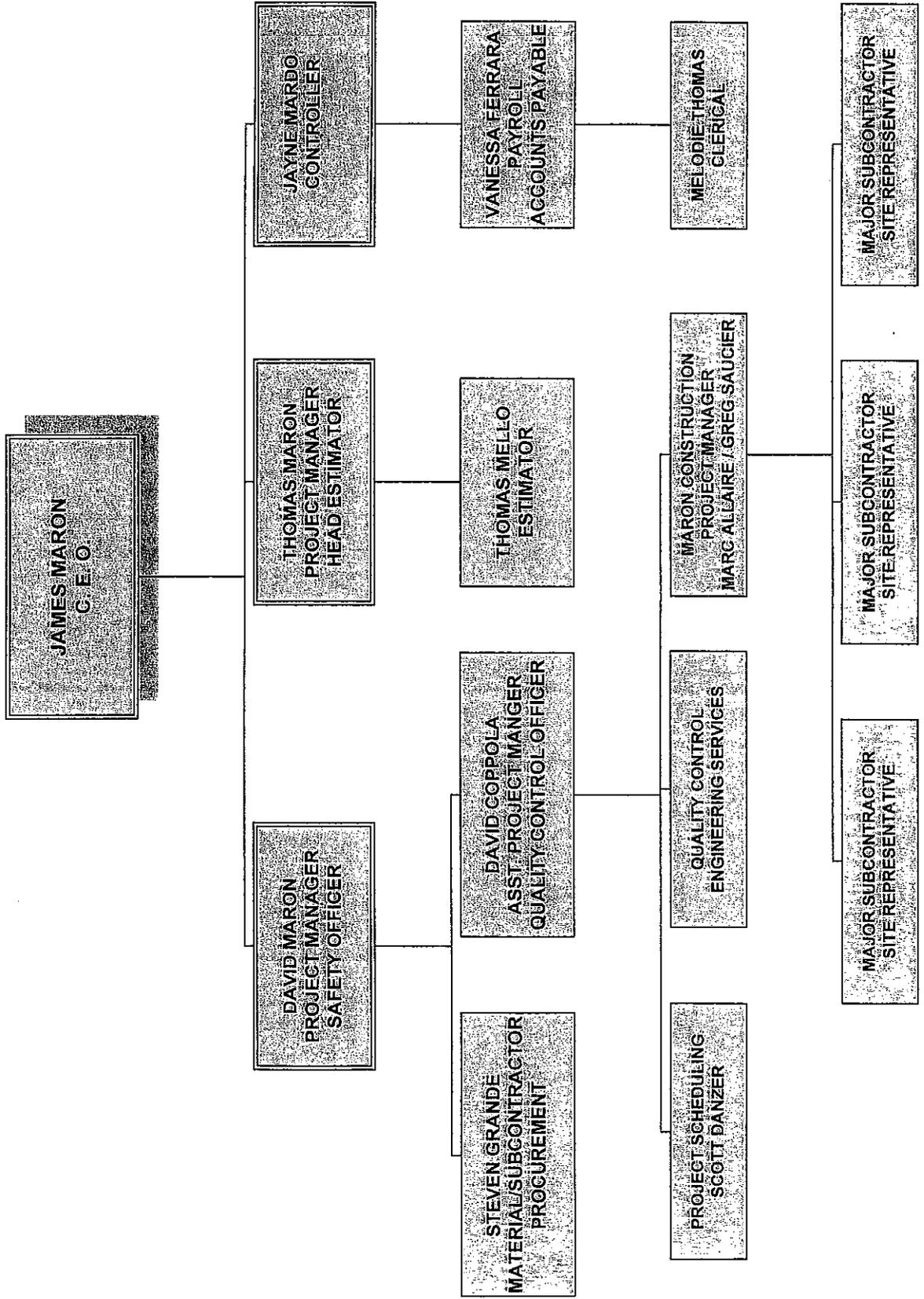
**Melodie Thomas      Secretary**

She is the lead clerical person for all front office matters. All word perfect and work processing methods are coordinated by Melodie. She interacts with all office personnel of Maron Construction Co., Inc.

**Site Superintendent**

We have utilized the generic term "Maron Construction Co., Inc. Site Superintendent" because depending upon the complexity and size of the project; it would depend upon which site superintendent would be utilized. It should be noted that we have at least nine (9) experienced, full time superintendents, including access to many more through the carpenters union. All of them have at least twenty (20) years experience in the construction industry as supervisors and Quality Control officers. We have provided resumes for Guy Colantonio, Henri Bergeron and Ron DeFrancesco. They are three of our site superintendents who have vast experience in performing multi-disciplined/multi-task orders for the National Guard, Dept. of Navy, and the U.S. Coast Guard.

**MARON CONSTRUCTION COMPANY INC.**  
**PROJECT MANAGEMENT ORGANIZATIONAL CHART**



**JOBS IN PROGRESS**

Project Title & Location	Owner/Architect	Contract Amount	Start & End Dates	Percent Complete	On Schedule	Name & Phone Owner	Name & Phone Architect
Aircraft Ready Shelters Barnes ANG Base Westfield, MA	Barnes ANG Base Barnes ANG Base	\$5,428,215.00	11/10-7/12	80%	yes	Brian Murphy 413-568-9151	Brian Murphy 413-568-9151
Unmanned AWS Support Facility Naval Station Newport, RI	Dept of Navy Dept of Navy	\$5,680,500.00	10/10-7/12	75%	yes	Keith Boulds 401-841-4335	Keith Boulds 401-841-4335
Asbestos Remediation & HVAC Rep Bldg: 448 New London Sub Base CT	Dept of Navy Dept of Navy	\$6,727,960.00	10/10-8/12	50%	yes	Phil Damicis 860-694-4987	Frank Perry 860-694-4561
RI Resource Recovery Baler Replacement Johnston, RI	RI Resource Recovery Van Dyk Baler	\$1,085,000.00	09/11-06/12	90%	yes	Brain Dubis 401-942-1430	David Lukas 203-554-1660
Providence Fire Station Roof City of Providence	City of Providence LA Torrado	\$563,553.00	1/12-7/12	50%	yes	Alan Sepe 401-421-7740	Louis Torrado 401-781-0633
Toilet Rooms Upgrading DIX Fac. Dept. of Corrections, Cranston, RI	State of RI Castellucci & Galli	\$814,900.00	3/12-7/12	40%	yes	Anthony Feole 401-462-3791	Jim Castellucci 401-353-0607
Sierra Range Improvements Camp Edwards	USPFO for MA USPFO for MA	\$659,000.00	5/12-7/12	95%	yes	Jonathan Carney 508-968-5837	Dean Meehan 508-968-5139
Fire Code - Warwick School Dept. various schools	Warwick School Dept. Saccoccio & Assoc.	\$1,187,400.00	6/12-9/12	5%	yes	Paul Jansson 401-734-3400	Vic LaPerrche 401-942-7970

## JOBS COMPLETE

Project Title & Location	Owner/Architect	Contract Amount	Start & End Dates	Any Complaint	Name & Phone Owner	Name & Phone Architect
Clyde Towers Sprinkler & Alarm West Warwick, RI	W Warwick Housing Newport Collaborative	\$972,796.00	8/09-4/10	No	Kristen Swanson 401-822-9430	Jack Evans 401-846-9583
Demo 6 Bldgs- Quonset N. Kingstown, RI	USPFO for RI USPFO for RI	\$936,978.00	9/09-2/10	No	Mona Morin 401-275-4222	Mona Morin 401-275-4222
EIFS Repair ANG, N. Smithfield, RI	USPFO for RI USPFO for RI	\$338,257.00	9/09-2/10	No	Mona Morin 401-275-4222	Mona Morin 401-275-4222
Exterior Insulation/Roof P-6 ANG Coventy, RI	USPFO for RI USPFO for RI	\$453,400.00	9/09-4/10	No	Mona Morin 401-275-4222	Mona Morin 401-275-4222
Basement Boiler Room & Coal Vault Renovation - Providence, RI	General Services Admin General Services Admin	\$321,891.00	3/10-6/10	No	Richard Jellyman 617-565-5369	Richard Jellyman 617-565-5369
Energy Conservation Measures at Donohue Federal Bldg. Worcester, MA	General Services Admin General Services Admin	\$409,900.00	4/10-7/10	No	James Adamo 617-565-8619	James Adamo 617-565-8619
Juliet & Kilo Ranges Drainage Improve Camp Edwards, MA	USPFO for MA USPFO for MA	\$161,566.00	4/10-6/10	No	Erika Reinikainen 508-233-6669	Erika Reinikainen 508-233-6669
Range Repairs at Air Station Cape Cod Cape Cod, MA	US Coast Guard US Coast Guard	\$1,286,396.00	8/07-4/09	No	Jerry Fortin 508-968-6499	Jerry Fortin 508-968-6499
New Construction at RI Vets Cemetery Exeter, RI	State of Rhode Island Castellucci, Gall	\$5,113,000.00	10/07-5/09	No	Denise Breckel 401-222-2599	James Castellucci 401-353-0607
ADAL Fuel Cell Barnes ANG Base Westfield, MA	National Guard National Guard	\$2,575,800.00	1/08-4/09	No	Kyle Kiepke 413-572-1521	Kyle Kiepke 413-572-1521
African Pavilion Elephant Exhibit Phase 3 Providence, RI	City of Providence Yoder & Tidwell	\$2,470,701.00	3/08-5/09	No	Ron Patalano 401-785-3510	David Tidwell 401-751-2460

## JOBS COMPLETE

Project Title & Location	Owner/Architect	Contract Amount	Start & End Dates	Any Complaint	Name & Phone Owner	Name & Phone Architect
Replace Exterior Doors East Prov High East Providence, RI	East Prov. School East Prov. School	\$149,900.00	6/09-8/09	No	Joseph Tavares 401-433-6221	Joseph Tavares 401-433-6221
DCC-PRU-HVAC Westfield, MA	National Guard National Guard	\$68,072.00	4/09-7/09	No	Kyle Kiepkke 413-572-1521	Kyle Kiepkke 413-572-1521
Replace Window/Siding USCG Sandwich, MA	US Coast Guard US Coast Guard	\$353,400.00	5/09-11/09	No	Jerry Fortin 508-968-6499	Jerry Fortin 508-968-6499
Renovation to Spruance Hall Newport, RI	Dept. of Navy Dept. of Navy	\$4,728,570.00	9/08-7/09	No	Travis Germano 401-841-3094	Travis Germano 401-841-3094
Polish Home Renovations Providence, RI	Olneyville Housing Durkee, Brown, Viveiros, Werefels	\$1,256,312.00	10/08-7/09	No	Jay O'Grady 401-351-8719	Virginia Branch 401-831-1240
Blast Fence Installation Barnes ANG Base, Westfield, MA	USPFO for MA USPFO for MA	\$378,900.00	9/09-2/10	No	Kyle Kiepkke 413-572-1521	Kyle Keipke 413-572-1521
Classroom Renovations - Quinn & Chaffee - URI - Kingston, RI	State of Rhode Island Lamborghini/Feibelman	\$1,070,309.00	7/08-4/09	No	John O'Hara 401-574-8100	Barbara Feibelman 401-272-4505
Mt. Pleasant & Hope High School Gen Trades Package Ph. I - Providence, RI	City of Providence Gilbane Building Co.	\$430,925.00	6/07-12/07	No	Jason Agresti 401-228-7422	Jason Agresti 401-228-7422
Healthman Hall URI - Kingston, RI	State of Rhode Island Edward Rowse Arch	\$6,314,151.00	2/05-9/06	No	John O'Hara 401-574-8100	Herb Andrade 401-331-9200
EMS Warehouse Facility URI - Kingston, RI	State of Rhode Island Vision 3 Architects	\$2,089,300.00	9/05-9/06	No	John O'Hara 401-574-8100	Paul Castellone 401-461-7771
Renovations to Morin Heights Ph. II Woonsocket, RI	Woonsocket Housing Icon Architecture	\$8,854,487.00	9/04-5/05	No	Judi Lacroix 401-767-8000	Dermot Kierman 617-451-3333

## JOBS COMPLETE

Project Title & Location	Owner/Architect	Contract Amount	Start & End Dates	Any Complaint	Name & Phone Owner	Name & Phone Architect
Girls Locker Room Warwick Vets High School - Warwick, RI	Warwick Public Sch Prout, Robert, Elias	\$360,631.00	6/05-9/05	No	Paul Jansson 401-734-3000	Roland Roberts 401-941-4200
Renov. To Barrington High School Gym Barrington, RI	Town of Barrington Lonardo & Assoc.	\$618,985.00	12/03-6/04	No	Skip Learned 401-245-5000	Thomas Lonardo 401-944-2600
John Eliot Elementary School Needham, MA	Town of Needham DiNisco Design	\$11,123,517.00	8/02-12/03	No	Steven Popper 781-910-6095	Ken DiNisco 617-726-2858
ADAL Maintenance Facility & Engine Shop ANG Base Westfield, MA	National Guard National Guard	\$2,058,600.00	1/08-12/08	No	Kyle Kiepk 413-572-1521	Kyle Kiepk 413-572-1521
Hope Dining Hall/Little 4 URI -Kingston, RI	State of Rhode Island Vision 3	\$27,024,105.00	12/05-9/07	No	John O'Hara 401-574-8100	Steve Amarosso 401-461-3771
Renov. To Wickford Marine Base Wickford, RI	State of Rhode Island Dept. of Environmental	\$2,638,000.00	7/06-4/08	No	Lisa Lawless 401-222-2776	Lisa Lawless 401-222-2776
Roger Williams Zoo African Pav Cranston, RI	City of Providence Yoder & Tidwell	\$6,224,000.00	7/06-12/07	No	Ron Patalano 401-785-3510	David Tidwell 401-751-2460
Bldgs 141 & 156 Groton Sub Base New London, CT	Dept. of Navy Sherlock,Smith&Adams	\$9,246,245.00	9/09-11/11	No	Frank Perry 860-694-4561	Melissa Gilbert 334-263-6481
Unaccompanied Personnel Housing USCG Nantucket, MA	US Coast Guard US Coast Guard	\$1,084,500.00	9/10-11/11	No	Neal Armstrong 401-736-1710	Neal Armstrong 401-736-1710
Corp Gordon Craig Army Reserve Center - Brockton, MA	Dept. of Army Corp Prime Engineering	\$10,830,279.00	11/09-11/11	No	Mark Walsh 978-831-3982	Larry White 410-265-1956
Energy Efficiency Improvements JO Pastore Bldg Providence, RI	General Services Admin General Services Admin	\$717,918.00	10/10- 11/11	No	John Gilbert 617-565-8708	Mark Dupre 401-528-4154



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224567

Certificate No. 004737366

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James L. Mastors, Joseph A. Servant, William F. Hertel, Shelly Andrade, and Daniel Peck

of the City of East Greenwich, State of Rhode Island, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of February, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 17th day of February, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of June, 2012

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.