State of Rhode Island and Providence Plantations Contract Offer

RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber:	7538376A2
Bid/RFP Title:	PROVIDE INTERIOR RENOVATION FOR A DISASTER RECOVERY ROOM AT LINCOLN CAMPUS, CCRI(13 PGS)
Opening Date & Time:	2/21/2014 01:30 PM
RIVIP Vendor ID #:	34013
Vendor Name:	Iron Construction Group, LLC
Address:	875 Centerville Rd Building 4 Unit 11 Warwick , RI 02886 USA
Telephone:	(401) 490-3144
Fax:	(401) 490-3145
E-Mail:	caf@icgri.com
Contact Person:	Steven DePasquale
Title:	President
R.I. Foreign Corp #:	

NOTICE TO VENDORS

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at www.purchasing.ri.gov.

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

SECTION 2 – REQUIREMENTS

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

Section 2.1 - RULES FOR SUBMITTING OFFERS

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

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

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

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

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

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

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

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

2.4. PREVAILING WAGE, OSHA SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS.

Bidders must comply with the provisions of the Rhode Island labor laws, including R. I. Gen. Laws §§ 37-13-1 *et seq.* and occupational safety laws, including R. I. Gen. Laws §§ 28-20-1 *et seq.* These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of $1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

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

SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.
3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

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

SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

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

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

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

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

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

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

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

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

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

SECTION 5 – CERTIFICATIONS AND DISCLOSURES
ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement.
A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

N 1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.

N 2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

N 3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than $5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

Y 4. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.

Y 5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".

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 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) 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. I/We certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

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

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1–3 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #4–12 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR 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.

Date 2/21/2014

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

Steven DePasquale, President

Print

Name and Title of company official signing offer

BID FORM
(Revised February 7, 2014)

DATE: February 21, 2014

BID TO: STATE OF RHODE ISLAND
DEPARTMENT OF ADMINISTRATION
OFFICE OF PURCHASES
ONE CAPITAL HILL
PROVIDENCE, RHODE ISLAND 02908
401-277-2317

PROJECT: COMMUNITY COLLEGE OF RHODE ISLAND
FLANAGAN CAMPUS
1762 LOUISQUISSET PIKE
LINCOLN, RHODE ISLAND 02865
INTERIOR RENOVATION DRR COMPUTER ROOM

SUBMITTED BY:

Firm Name Iron Construction Group, LLC

Street Address 875 Centerville Rd. BLDG 4 Unit 11

Mailing Address (if different from above) Same as above

City/State/Zip Warwick, RI 02886

TELEPHONE: (401) 490-3144

FAX: (401) 490-3145

CONTACT: Steven DePasquale, President
Name/Title

FEDERAL TAX I.D. NUMBER 20-2745674

LICENSE NO. 26535
(If Applicable)

CONTRACTOR'S PROPOSAL The undersigned Bidder agrees that he will contract with the Community College of Rhode Island to provide all necessary labor, supervision, tools, equipment and other means to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

Bid for Interior Renovation DRR Computer Room, (Flanagan Campus), in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this proposal:

a. Invitation for Bids
b. Instructions to Bidder Specification 00200/A701
c. Special Instructions to Bidder
d. Bid Form Specifications 00410
e. Bidders Qualifications Specifications 00450
f. Accord Certificate of Insurance Form

Bidder acknowledges receipt (if applicable) of Addenda Number(s) 1, 2, and ____.

The cost of all labor, material, and equipment necessary for the completion of the work, even though not shown or specified, shall be included in the Lump Sum Bid.

Please check your calculations before submitting your Bid; the Community College of Rhode Island will not be responsible for Bidder's miscalculations.

LUMP SUM BID FOR ENTIRE PROJECT:

Seven hundred eighty-seven thousand dollars ($ 787,000.00 .)
(written, and numerically)

ALTERNATE:

Alternate No.1: Access flooring installation: This alternate contemplates the deduction from the Base Bid all work associated with the installation of the access flooring and the purchase & installation of the ground wiring system in the Phase 2 designated area of the computer room as identified and shown on the drawings. Purchase of the access flooring designated for this area will be included in the base bid.

DEDUCT: Six thousand dollars ($ 6,000)
(written, and numerically)

****

Iron Construction Group, LLC

Company Name of Bidder

875 Centerville Rd. BLD 4 Unit 11, Warwick, RI 02886

Mailing Address (PO Box or street) Town, State, and Zip Code

Steven DePasquale

Name of Authorized Representative

Signature

President

Title

Limited Liability Company

Type of Business (Corp, Partnership, Sole Proprietorship)

401-580-2062

Telephone Number

401-490-3145

Facsimile

DATES:

Anticipated Award	March 2014
Submit Submittals	within 15 days of issuance of CCRI PO
Mobilize On Site	within 30 days of issuance of CCRI PO
Substantial Completion	180 days of issuance of CCRI PO
Final Completion	200 days of issuance of CCRI PO

SCOPE OF WORK:

1. Vendor to supply all labor, materials and equipment needed to renovate the existing data room into a secured server room. New work consists of, but is not limited to, new access flooring, new fire suppression system, new electrical connection to new generator. All work is in accordance with attached Specifications and Drawings dated September 9, 2013.

2. All new work identified on the Contract Documents is the responsibility of this vendor, including, but not limited to, all Mechanical, Electrical, Fire Protection, Plumbing and other subcontractors.

3. Vendor is responsible for sealing all new penetrations made as a result of this scope of work.

4. In order for the College's fire suppression warrantee not to be compromised, the removal of the existing fire suppression system is to be done by Delta Mechanical.

5. Vendor is responsible for coordinating all work associated with the tie ins to the new emergency generator being installed by Calson Construction Corp.

6. No substitution will be considered prior to receipt of bid unless written request for approval has been received by the Division of Purchases no later than 5 days before the closing of the Bid. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data and other information necessary for any evaluation. A statement setting forth changes in other materials, equipment, or other portions of the work, including changes in work of other contracts that that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution in upon the proposer. The State of Rhode Island's decision of approval or disapproval of the proposed substitution shall be final. If the State approves a proposed substitution prior to receipt of bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner. No substitutions will be considered after the Contract Award.

7. Work hours are to be arranged with the CCRI Supervisor on site, normal working hours are Monday thru Friday 7:00AM to 3:30PM. The CCRI Flanagan Campus has access 24/7. Work can be done off hours 3:30PM to 7AM Monday through Sunday. Any off hour work must be scheduled in advance with the Physical Plant. At no time can CCRI business operations including classes be interrupted. Any installation process that is deemed as disruptive including but not limited to drilling, blocking egress to and from a room, coring, hammering of any kind must be done off hours.

8. Vendor is responsible for obtaining and paying for any required Local and State licenses, Permits and inspections.

9. Vendor is to submit a site utilization drawing one week after receipt of CCRI PO for review and approval by the Architect and College.

10. A safe emergency egress path at stair B for staff, students and public is to be maintained at all times.

11. Any damages to the existing finishes requiring replacement and or repair will be at this vendor's expense.

12. Vendor is to protect all existing to remain fixtures, equipment, etc. Protect all existing finishes, including but not limited to landscaping, paving, sidewalks, aluminum frames, glass, hardware, etc.

13. MEP coordination drawings are to be signed off by each discipline prior to submission to the Architect for review.

14. At all times and at the completion of the Project, construction areas are to be kept in a clean, safe and acceptable condition on a daily basis.

15. Vendor is responsible for removing all project debris off site daily including all costs associated with waste containers and proper disposal of waste. The College will provide an exterior location for the temporary placement of a waste container.

16. All completed work must be inspected and approved by the College and the Architect.

17. Submit product data and Material Safety Data Sheets (MSDS) for all products used.

18. There will be mandatory bi-weekly progress meetings onsite with four week look a-head schedules to be furnished to the Architect and College.

19. Furnish all warrantees with a start date from date of acceptance from the Architect and the College.

20. Any lift and or staging locations are to be approved by the College and comply with OSHA requirements.

21. Vendor is responsible for ensuring that all employees and subs sign-in every day that they report to the Flanagan Campus and that they are displaying a vendor supplied ID card at all times while working on the Flanagan Campus.

22. Vendor and/or its subcontractors are to be licensed as required by RI Department of Labor. All technicians and/or subcontractors are to be certified in State, Local and current NFPA code procedures for 'fire stop' installations. Proof of such certification must be submitted with the Bid.

23. Vendor is to have all equipment necessary to perform the installation and service including, tools, staging, lift truck, etc. No CCRI equipment or tools will be available.

24. A 10% retainage will be held for this work until completion of this scope is accepted by the College, at which time it will be released.

25. Contractor to include all Bond costs in their Bid.

26. Before starting work, all Contractor workers and Subs are required to obtain and submit a current BCI and State approved picture ID. CCRI reserves the right to deny Campus access to any worker based on information provided on the submitted BCI.

27. All onsite workers are required to be OSHA 10 certified. Copies of this certification along with driver licenses are required on the first day of work.

28. The Contractor is responsible for providing their workers with all personal protection equipment. At minimum hard hats, reflective vests, eye protection, harnesses and ear protection.

END OF DOCUMENT

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

General Contractor Apprenticeship Certification Form

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

Bid/RFP Number: 7538376

Bid/RFP Title: Provide Interior Renovations for a Disaster Recovery Room at the Lincoln Campus, Community College of Rhode Island

RIVIP Vendor ID#: 34013

Vendor Name: Iron Construction Group, LLC

Address: 875 Centerville Rd. Bldg 4 Unit 11 Warwick, RI 02886

Telephone: 401-490-3144

Fax: 401-490-3145

E-Mail: swd@icgri.com

Contact Person and Title: Steven DePasquale, President

Iron Construction Group, LLC
875 Centerville Rd. BDG 4 Unit11 Warwick, RI(Company Name & Address) (hereafter "bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13-3.1 because bidder meets one of the following qualifications (check):

A. __Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);

B. _____Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);

C. _____Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);

D. _____Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);

E. _____Bidder will not perform work on the awarded contract except through subcontractors (non performance);

F. X Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

Steven DePasquale, President — 2/21/2014

Printed Name and Title of Authorized Representative — Date

Signature of Authorized Representative

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
STATE APPRENTICESHIP COUNCIL
1511 Pontiac Avenue, Building # 70
Cranston, RI 02920
Phone: 401-462-8536 Fax: 401-462-8528

William Holmes
Council Chairman

March 25, 2011

To Whom It May Concern:

This is to inform you that RI LABORER'S DISTRICT COUNCIL, Local 271 JATC program number 2075 is registered with the Rhode Island State Apprenticeship Council and the Department of Labor & Training in the approved program of Construction Craft Laborer.

Should you have any questions or concerns, please do not hesitate to contact me at 401-462-8536 or btreml@dlt.ri.gov.

Bernard E. Treml, III
Supervisor of Apprenticeship
Department of Labor & Training
Division of Workforce Regulation & Safety

Construction and General Laborers' Local Union 271

November 22, 2010

Mr. Steven DePasquale
Iron Construction Group, LLC
100 Centerville Road, Suite 1
Warwick, RI 02886

RE: REGISTERED APPRENTICESHIP PROGRAM

Dear Steven,

Per our phone conversation, please accept this letter of confirmation of Iron Construction Group, LLC's access to and participation in our Construction Craft Laborer Apprenticeship program.

As you know, Iron Construction Group, LLC is a signatory contractor with the New England Laborer's Union. As such, your corporation participates in and has access to the US Department of Labor Registered Apprenticeship Program within Rhode Island.

Should Iron Construction Group, LLC have any questions, or require any additional information regarding your laborers' apprenticeship program, please do not hesitate to contact me.

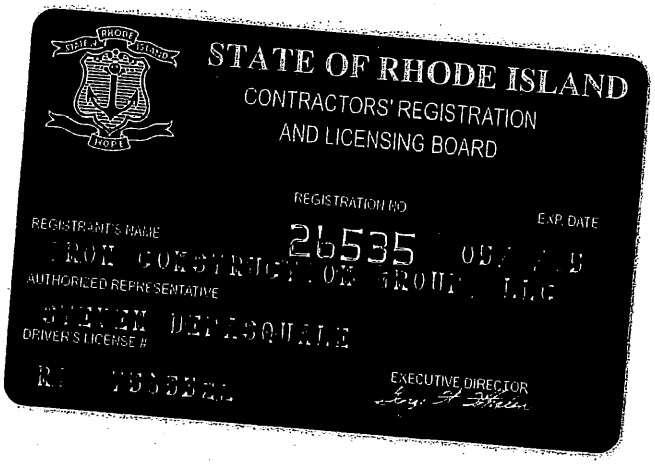
Sincerely,

Michael F. Sabitoni,
Business Manager

MFS/gb

Enclosure

410 South Main Street, Providence, Rhode Island 02903 • Telephone (401) 331-9682 • Fax (401) 861-1480



STATE OF RHODE ISLAND

CONTRACTORS' REGISTRATION AND LICENSING BOARD

REGISTRATION NO

26535

EXP. DATE

05/[illegible]/15

REGISTRANT'S NAME

IRON CONSTRUCTION GROUP, LLC

AUTHORIZED REPRESENTATIVE

STEVEN DEPASQUALE

DRIVER'S LICENSE #

R[illegible]

EXECUTIVE DIRECTOR

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training
Center General Complex
1511 Pontiac Avenue
Cranston, RI 02920-4407

TTY: Via RI Relay 711

Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

STATE CONTRACT ADDENDUM

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

PREVAILING WAGE REQUIREMENTS (37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars ($1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;

2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);

3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm .poster/htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;

4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;

5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training
Center General Complex
1511 Pontiac Avenue
Cranston, RI 02920-4407

Telephone; (401) 462-8000
TTY; Via RI Relay 711

Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;

7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;

8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.

9. For general or primary contracts one million dollars ($1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.

10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars ($100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;

11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars ($1,000,000) or more, and comply with the apprentice to journeyperson ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;

12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex
1511 Pontiac Avenue
Cranston, RI 02920-4407

Telephone: (401) 462-8000
TTY: Via RI Relay 711

Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

CERTIFICATION

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

By: _____

Title: President

Subscribed and sworn before me this 21 day of Feb, 2014

Melissa Cortez
Notary Public
My commission expires: 5/05/14

MELISSA CORTEZ
NOTARY PUBLIC
STATE OF RHODE ISLAND
MY COMMISSION EXPIRES MAY 5, 2014

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

Form W-9 (Rev. 3/7/11)

State of Rhode Island
PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A $50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (T.I.N.)

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

Social Security No. (SSN) | | | |

Employer ID No. (EIN) | 20 | 2745674 |

NAME Iron Construction Group, LLC

ADDRESS 875 Centerville Rd. BDG 4 Unit 11

(REMITTANCE ADDRESS, IF DIFFERENT) _____

CITY, STATE AND ZIP CODE Warwick, RI 02886

CERTIFICATION: Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), **and**
(2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

PLEASE SIGN HERE

SIGNATURE _____ TITLE President DATE 2/21/14 TEL NO. 401-490-3144

BUSINESS DESIGNATION: Limited Liability Company

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

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

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

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

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

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

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

IRON CONSTRUCTION GROUP, LLC

CONTRACTORS . PROJECT MANAGERS . CONSULTANTS . DESIGN BUILDERS

February 21, 2014

To Whom it may concern,
Re: Bid #7538376

I, Steven DePasquale, the President of Iron Construction Group, LLC, am legally and actively authorized to bind the firm contractually.

Thank you,

Steven DePasquale
President

2/21/14

MELISSA CORTEZ
NOTARY PUBLIC
STATE OF RHODE ISLAND
MY COMMISSION EXPIRES MAY 5, 2014

875 CENTERVILLE RD., BLDG. 4, UNIT 11 . WARWICK, RI 02886 . P: 401.490.3144 . F: 401.490.3145

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Iron Construction Group, LLC
875 Centerville Road, Bldg 4, Unit 11, Warwick, RI 02886
as Principal, hereinafter called the Principal, and North American Specialty Insurance Company
650 Elm Street, Manchester, NH 03101
a corporation duly organized under the laws of State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto

State of Rhode Island and Providence Plantations
One Capitol Hill, Providence, RI 02908
as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid Dollars ($ 5%),

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

Providence Interior Renovation for a Disaster Recovery Room at Lincoln Campus, CCRI

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 hereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th of February , 2014 .

(Witness)

(Witness)

Iron Construction Group, LLC
(Principal) (Seal)

BY: President
(Title)

North American Specialty Insurance Company
(Surety) (Seal)

BY:
Shelly L. Andrade (Title) Attorney-in-Fact

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois each does hereby make, constitute and appoint: Shelly L. Andrade

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: Iron Construction Group, LLC **Bond Number:** Bid Bond

Obligee: State of Rhode Island and Providence Plantations **Bond Amount:** See Bond Form

Bond Description: Providence Interior Renovation for a Disaster Recovery Room at Lincoln Campus, CCRI

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By _____
David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of May 20 12.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 25th day of May 20 12, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

"OFFICIAL SEAL"
DONNA D. SKLENS
Notary Public, State of Illinois
My Commission Expires 10/06/2015

Donna D. Sklens

Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of February, 2014.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company