

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

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7548433A1
Bid/RFP Title: SWITCHGEAR LEAK PROTECTION SYSTEM - CCRI (10 PGS)

Opening Date & Time: 3/5/2014 1:30 PM

RIVIP Vendor ID #: 41654

Vendor Name: Lubera Plumbing
Address: 168 Knotty Oak Rd.
Coventry , RI 02816
USA

Telephone: (401) 258-5950
Fax: (401) 828-2352
E-Mail: Luberaplumbing@yahoo.com
Contact Person: Robert Lubera
Title: Owner
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):

- 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.
- 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.
- 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.
- 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.
- 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".
- 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.
- 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.
- 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.
- 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
- 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.
- 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.
- 12. I/we certify that the above vendor information is correct and complete.



State of Rhode Island
Department of Administration / Division of Purchases
One Capitol Hill, Providence, Rhode Island 02908-5855
Tel: (401) 574-8100 Fax: (401) 574-8387

ADDENDUM # 1

2/24/14
Solicitation #7548433

Title: Switchgear Leak Protection System

Submission Deadline: NOTE CHANGE

From: March 5, 2014 @ 10:30 AM
To: March 5, 2014 @ 1:30 PM

Per the issuance of ADDENDUM # 1 the following are noted:

- Pre-Bid sign-in sheet
- Pre-Bid Meeting Minutes
- Revised Specifications

Interested Parties should monitor this website on a regular basis, for any additional information that may be posted.

Gary P. Mosca
Senior Buyer

SECTION 00 9111
ADDENDUM 1

PARTICULARS

- 1.01 DATE: **February 24th, 2014**
- 1.02 PROJECT: **CCRI Electrical Equipment Leak Protection**
- 1.03 PROJECT NUMBER: **1308A**
- 1.04 OWNER: **Community College of Rhode Island**
- 1.05 ARCHITECT: **Brewster Thornton Group Architects, LLP.**

TO: PROSPECTIVE BIDDERS

- 2.01 THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE BIDDING DOCUMENTS DATED **May 27, 2013**, WITH AMENDMENTS AND ADDITIONS NOTED BELOW.
- 2.02 ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED IN THE BID FORM. FAILURE TO DO SO MAY DISQUALIFY THE BIDDER.
- 2.03 THIS ADDENDUM CONSISTS OF **1 PAGE** AND THE FOLLOWING DOCUMENTS:
 - A. Pre-Bid Sign-In Sheet
 - B. Pre-Bid Meeting Minutes (dated 02/24/14)
 - C. Revised Specification Section 00410 – Bid Form

CHANGES TO ADDENDA

- 3.01 N/A.

CHANGES TO DRAWINGS

- 4.01 N/A.

CHANGES TO THE PROJECT MANUAL

- 5.01 Section 00410 – Bid Form has been revised and reissued with this bid.
- 5.02 Section 00210 – Special Instructions Bidders. Article 12 ADDENDA AND INTERPRETATIONS, delete "Mark Libutti, Capital Projects Manager, Community College of Rhode Island, 400 East Avenue, Warwick, RI 02886, T: 401-825-2380." Add "Gary Mosco, Rhode Island State Purchasing, One Capitol Hill, Providence, RI 02908, T: 401-574-8124"
- 5.03 Section 00850 – Prevailing Wage Rates. Delete Section in its entirety from the Bid Specifications.

QUESTIONS & ANSWERS:

6.01 Question & Answers

- A. **Question:** Can the deadline for questions be extended?
Answer: Due to the extensive period the drawings and specifications have been available on the State website and the difficulty Purchasing has in rescheduling bid openings, the question deadline will remain February 20th, at 4PM.
- B. **Question:** Can a scissor lift be used in the space?
Answer: Due to the steps required to get down to the space, a scissor lift would be difficult to maneuver. It will be left to the contractor's discretion on equipment preference.
- C. **Question:** What is the existing ceiling material?
Answer: The ceiling is concrete.

ADDITIONAL INFORMATION

- 7.01 The following additional information should be noted:
 - A. N/A.

END OF SECTION

**Community College of Rhode Island, Electrical Equipment Leak Protection
400 East Avenue, Warwick, Rhode Island 02886**

MEETING NOTES:

Date: February 19th, 2014, 9:00 AM at CCRI Knight Campus

Meeting: Pre-Bid Meeting

Copies: BTGA file

A pre-bid meeting was held to introduce the project to potential bidders and answer questions. The following comments were noted:

General Comments

1. Gary Mosco from State Purchasing introduced the project and provided the bidders with information on recent changes to the submission process. Changes include:
 - a. A public copy of every bid must be submitted.
 - b. New apprenticeship requirements apply to projects costing \$1M or higher.
 - c. W-9 forms are required.
2. Bid procedure requirements were discussed:
 - a. Bids are due March 5th, 2014 and 1:30PM.
 - b. This pre-bid meeting is non-mandatory.
 - c. Drawings and specifications are available on the purchasing website.
 - d. Questions can be directed to Gary Mosca no later than 4pm on February 20th.
3. Christine Medeiros from Brewster Thornton Group Architects reviewed additional specification requirements and described the project specific details reviewing the drawings and products being used.
 - a. The leak protection system is to protect the main switchgear in the electrical room on the bottom floor.
 - b. The CCRI has had problems with leaks in the area and would like a barrier to divert water away from the electrical panels.
 - c. The system designed is a plastic pan system in a heavy duty grid that is funneled to a floor drain in an adjacent space.
 - d. Modification are required for sprinkler heads recently installed. The contractor will be required to hire Delta, the sub-contractor who installed the sprinkler system, for modifications needed.
 - e. The system is a Gordon heavy duty grid system and a materials list and price quote have been developed by them.
 - f. Access to the switchgear must be maintained during construction. It will be fully functional at all times.
4. A walkthrough was held at that time and the floor was opened up for questions. Questions can be found in Addendum #1, dated 02/23/14.

If any of the above is inconsistent with your understanding, or this meeting memo fails to document any items discussed, please contact our office immediately.

**SECTION 00410
BID FORM**

DATE: 03-04-2014

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
KNIGHT CAMPUS
WARWICK, RHODE ISLAND 02886
Electrical Equipment Leak Protection

SUBMITTED BY:

Firm Name *Lubera Plumbing*

Street Address *168 Knott x Oak Rd*

Mailing Address (if different from above)

City/State/Zip *Coventry RI 02816*

TELEPHONE: (401) *298-5950*

FAX: (401) *828-2352*

CONTACT:

Name/Title *Robert Lubera
owner*

FEDERAL TAX
I.D. NUMBER

27-4639765

LICENSE NO.

(If Applicable)

I.D. NUMBER

36157 RI

LICENSE NO.

(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, 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 Electrical Equipment Leak Protection, 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*
- c. *Special Instructions to Bidders*
- d. *Bid Form*
- e. *Project Manual Dated May 27th, 2013*

Bidder acknowledges receipt (if applicable) of Addenda Number(s) 1, _____, and _____.
2/24/14
RL

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown herein. The Community College of Rhode Island reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

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

UNIT COSTS:

None

PAY ITEM:

1 Fire Alarm \$ 2000.-
Total Price in writing: two thousand $\frac{00}{100}$

2 Sprinkler Work \$ 9000.-
Total Price in writing: nine thousand $\frac{00}{100}$

3 Aqua-tray System \$ 34000.-
Total Price in writing: thirty four thousand $\frac{00}{100}$

4 Temporary Protection over energized switchgear \$ 16000.-
Total Price in writing: sixteen thousand $\frac{00}{100}$

TOTAL Project Cost in writing: sixty one thousand $\frac{00}{100}$

TOTAL Project Cost in numbers: \$ 61000.00

Lubera Plumbing

Company Name of Bidder

168 Knolly Oak Rd Coventry RI 02816

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

Robert J Lubera

Name of Authorized Representative

[Signature] Owner

Signature

Title

LLC

Type of Business (Corp, Partnership, Sole Proprietorship)

(401) 258-5950

Telephone Number

lubera plumbing@yahoo.com

Facsimile

DATES:

Anticipated Award	March 14 th , 2014
Submission of all submittals	1 Week after Issuance of CCRI PO
Mobilize on Site	1 Week after Issuance of CCRI PO
Complete All Work, Including Punch-list	95 Days after Issuance of CCRI PO
Submit Closeout Documentation	100 Days after Issuance of CCRI PO

SCOPE OF WORK:

1. Furnish all labor, materials and equipment to install Aqua-tray leak protection system above the electrical equipment in the ground floor of Knight Campus in accordance with the Specifications and Bid Documents (See summary of work section 01 10 00).
2. The switchgear is for the entire Campus and is energized 24 hours a day, seven days a week. This vendor is to furnish and install a work platform above the switchgear to prevent items and workers from coming in contact with the switchgear.

3. Furnish all labor, materials and equipment to remove all existing utility supports and other obstructions above the existing switchgear as required for the installation of the leak protection system. Reinstall existing utility supports to the structural ceiling grid as required.
4. This vendor is to furnish and install modifications to the existing sprinkler system utilizing the Colleges vendor Delta Plumbing and Heating.
5. All Fire Alarm shut downs required for the execution of this work are to be performed by the Colleges vendor Calson. All costs are to be included in this Bid.
6. Relocate existing conduit supports supported from the structural ceiling.
7. Provide all warranties as identified in the specifications.
8. Neatly core drill hole in existing block wall for drain pipe.
9. Normal work hours are 7:00am to 3:30pm. Under no circumstances can classes or business activities be interrupted. If it becomes necessary for some work to be conducted during non-operating hours it must be scheduled in advance with the Physical Plant Department.
10. Before starting any work, all vendor workers and subs are 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.
11. All workers will sign in daily at the operations office at the Knight Campus. All completed work must be inspected and approved by the CCRI Physical Plant.
12. Vendor is responsible at all times during and at completion of the project, to ensure that construction areas are kept in a clean, safe and acceptable condition. All project debris is to be removed off site on a daily basis.
13. Vendor must provide at their cost all necessary trash bins, exterior waste containers and waste removal. Location of any exterior waste containers must be approved in advance by CCRI.
14. It is the responsibility of the awarded vendor to obtain any and all required Local and State Permits and inspections.
15. It is the responsibility of the Awarded vendor to submit Final As-Built CAD Drawings including PDF electronic versions as well as three (3) full size drawing sets. Electronic drawings will be provided by the Architect for the Contractors use provided the Contractor releases the Architect from all liability.
16. Vendor must have all of the equipment necessary to complete the project. No equipment, supplies, lifts, ladders, staging, etc. of any kind will be provided by CCRI.
17. Vendor must conduct weekly project progress meeting and issue minutes by the next business day. Meetings will be held on site at the Warwick Campus. The location and schedule for the progress meeting will be arranged with the CCRI Physical Plant at the time of the Award.

18. Selected vendor to submit Material Safety Data Sheets for all products to be used, with their submittals.
19. Vendor is responsible for complying with any and all OSHA Safety Guidelines and will submit a safety Manual for approval by CCRI prior to the start of any on campus work.
20. Vendor is responsible for ensuring the Public Safety during all phases of the Project. Vendor to supply any and all but not limited to safety signage, barriers, tape, safety netting, etc.
21. It is the responsibility of the Vendor to provide dumpsters for all debris that are covered at the end of the day. Locations of all dumpsters are to be coordinated with the College.

MASTER PLUMBER MP002064

PIPEFITTER/MASTER 1 00007572

ROBERT J LUBERA
168 KNOTTY OAK ROAD
COVENTRY RI 02816

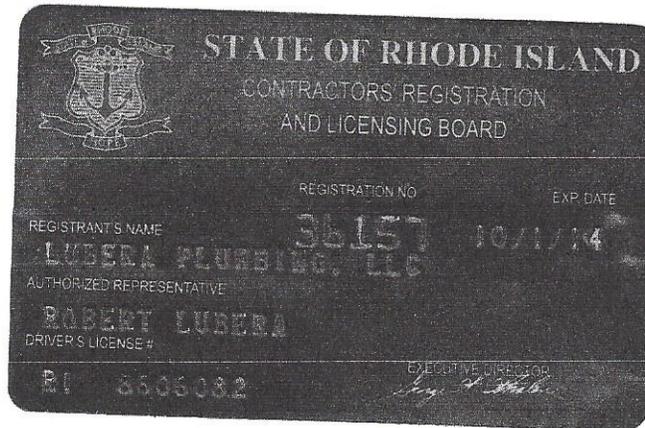
ROBERT J LUBERA
168 KNOTTY OAK ROAD
COVENTRY RI 02816

Ronald R. Ambrose
Administrator

02/28/2016
Expiration Date

Ronald R. Ambrose
Administrator

02/28/2016
Expiration Date





Western Surety Company

BID BOND (Percentage)

Bond Number: 71517803

KNOW ALL PERSONS BY THESE PRESENTS, That we Lubera Plumbing, LLC
 _____ of
168 Knotty Oak Rd., Coventry, RI 02816, hereinafter
 referred to as the Principal, and Western Surety Company
 _____,
 as Surety, are held and firmly bound unto State of Rhode Island

 of One Capitol Hill, Providence, RI 02908
 _____,
 hereinafter referred to as the Obligee, in the sum of Five (5 %) percent of the greatest
 amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns,
 jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for _____
Switchgear Leak Protection System, CCRI 400 East Ave., Warwick, RI 02886
 _____.

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
 specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
 contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the
 damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this
 obligation shall be void; otherwise to remain in full force and effect.

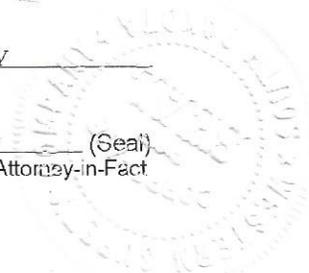
SIGNED, SEALED AND DATED this 5th day of March, 2014.

Lubera Plumbing, LLC
 (Principal)

By [Signature] (Seal)

Western Surety Company
 (Surety)

By [Signature] (Seal)
Raymond C. Caron Attorney-in-Fact



ACKNOWLEDGMENT OF SURETY

STATE OF Rhode Island
COUNTY OF Providence } ss

(Attorney-in-Fact)

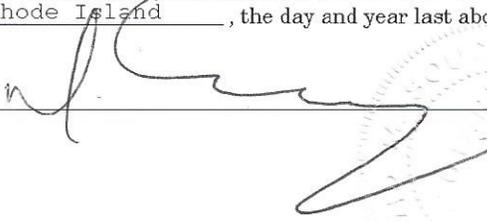
Bond No. 71517803

On this 28th day of Feb, _____, before me, a notary public in and for said County, personally appeared Raymond C. Caron

to me personally known and being by me duly sworn, did say, that he/she is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Raymond C. Caron acknowledges said instrument to be the free act and deed of said corporation and that he/she has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Woonsocket, Rhode Island, the day and year last above written.

My commission expires 7/15



Notary Public

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71517803

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Raymond C. Caron

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Lubera Plumbing, LLC

Obligee: State of Rhode Island

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of June 5, 2014, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 5th day of March, 2014.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 5th day of March, in the year 2014, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

S. Petrik
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 5th day of March, 2014.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President