Request for Quote

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

CREATION DATE : 11-FEB-14
BID NUMBER: 7548478
TITLE: INSTALL NEW ROOF ON BUILDING T-5 CAMP VARNUM

BLANKET START : 01-APR-14
BLANKET END : 31-AUG-14
BID CLOSING DATE AND TIME:20-MAR-2014 02:00:00

BUYER: Cadoret, David
PHONE #: N/A

BILL TO
DOA CONTROLLER
ONE CAPITOL HILL, 4TH FLOOR
SMITH ST
PROVIDENCE, RI 02908
US

SHIP TO
MS CAMP VARNUM TRAINING SITE
CORMORANT RD
NARRAGANSETT, RI 02882
US

Requisition Number: 1355332

Line	Description	Quantity	Unit	Unit Price	Total
1	Camp Varnum - Install New Roof on Building T-5	1.00	Each	49,950	$49,950

Delivery: _____

Terms of Payment: _____

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer

Western Surety Company

BID BOND
(Percentage)

Bond Number: 71522563

KNOW ALL PERSONS BY THESE PRESENTS, That we W P I Construction, Inc. of 4 Tanner Rd., Webster, MA 01570, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto Department of Administration Division of Purchases of One Capital 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 Install New Roof On Building T-5 Camp Varnum.

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 20th day of March, 2014.

W P I Construction, Inc.
(Principal)

By _____ (Seal)

Western Surety Company
(Surety)

By _____ (Seal)
Donna M. Kenney
Attorney-in-F

WESTERN SURETY COMPANY ★ CORPORATE SEAL ★ SOUTH DAKOTA

Form F5876

ACKNOWLEDGMENT OF SURETY
(Attorney-in-Fact)

STATE OF Massachusetts }
COUNTY OF Worcester } ss

Bond No. 71522563

On this 17th day of March, 2014, before me, a notary public in and for said County, personally appeared Donna M. Kenney 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 Donna M. Kenney 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 Oxford, Massachusetts, the day and year last above written.

My commission expires 5/26, 2017

Elizabeth Weinhardt
Notary Public

Form 106-9-2013

ELIZABETH M. WEINHARDT
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 26, 2017

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71522563

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 Donna M. Kenney

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: W P I Construction, Inc.

Obligee: Department of Administration Division of Purchases

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 20, 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 20th day of March, 2014.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA } ss

On this 20th 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.

S. PETRIK
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

S. Petrik

Notary Public - South Dakota

My Commission Expires August 11, 2016

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 20th day of March, 2014.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of Rhode Island and Providence Plantations Contract Offer

RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber:	7548478
Bid/RFP Title:	INSTALL NEW ROOF ON BUILDING T-5 CAMP VARNUM (30 PGS & ZIP FILE)
Opening Date & Time:	3/20/2014 2:00 PM
RIVIP Vendor ID #:	68771
Vendor Name:	W.P.I Construction Inc
Address:	4 tanner rd
	webster , MA 01570
	USA
Telephone:	508-612-4008
Fax:	
E-Mail:	wpiconstructioninc@hotmail.com
Contact Person:	Wojciech Piwowarczyk
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.

Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.) Date 3/17/14

Wojciech Piwowarczyk, President
Name and Title of company official signing offer Print

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: 7548478

Bid/RFP Title: Install New Roof on Building T-5 Camp Varnum

RIVIP Vendor ID#: 68771

Vendor Name: WPI Construction Inc

Address: 4 Tanner Rd, Webster, MA 01570

Telephone: (508) 612-3149

Fax: (508) 943-7721

E-Mail: WPIconstructioninc@hotmail.com

Contact Person and Title: Wojciech Piwowarczyk, President

WPI Const. Inc, 4 Tanner Rd, Webster MA (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. N 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. N 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. N 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. N Bidder will not perform work on the awarded contract except through subcontractors (non performance);

F. N 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).

Wojciech Piwowarczyk President 3/17/14

Printed Name and Title of Authorized Representative Date

Signature of Authorized Representative

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: [signature]

Title: PRESIDENT

Subscribed and sworn before me this 17th day of Jan, 2014

[signature]
Notary Public
My commission expires: 10/15/15

KIMBERLY A. RZEZNIKIEWICZ
Notary Public
Commonwealth of Massachusetts
My Commission Expires October 15, 2015

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) | 01 | 0551762 |

NAME WPI Construction Inc

ADDRESS 4 Tanner Rd

(REMITTANCE ADDRESS, IF DIFFERENT)

CITY, STATE AND ZIP CODE Webster, MA 01570

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 [signature] TITLE President DATE 3/17/14 TEL NO. 508-612-3149

BUSINESS DESIGNATION:

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.

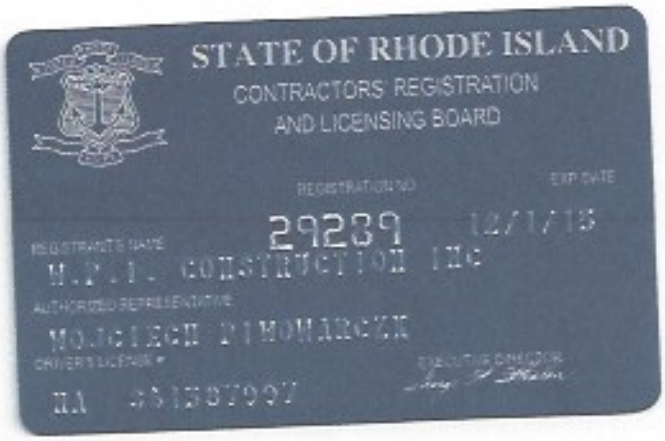
ADDRESS, CITY, STATE AND ZIP CODE: Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

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



STATE OF RHODE ISLAND

CONTRACTORS' REGISTRATION AND LICENSING BOARD

REGISTRATION NO: 29239

EXP DATE: 12/1/13

REGISTRANT NAME: W.P.I. CONSTRUCTION INC

AUTHORIZED REPRESENTATIVE: WOJCIECH PIWOWARCZK

DRIVER'S LICENSE #: MA 351387997

EXECUTIVE DIRECTOR

State of Rhode Island and Providence Plantations Contract Offer

RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber:	7548478A1
Bid/RFP Title:	INSTALL NEW ROOF ON BUILDING T-5 CAMP VARNUM - ADDENDUM 1 (11 PGS)
Opening Date & Time:	3/20/2014 2:00 PM
RIVIP Vendor ID #:	68771
Vendor Name:	W.P.I Construction Inc
Address:	4 tanner rd
	webster , MA 01570
	USA
Telephone:	508-612-4008
Fax:	
E-Mail:	wpiconstructioninc@hotmail.com
Contact Person:	Wojciech Piwowarczyk
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.

Wojciech Piwowarczyk — Date 3/17/14

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

Wojciech Piwowarczyk, President — Print

Name and title of company official signing offer

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

March 13, 2014

ADDENDUM NUMBER ONE
RFQ # 7548478

TITLE: Install New Roof on Building T-5 Camp Varnum

Closing Date and Time: 3/20/14 at 2:00 PM

Per the issuance of this ADDENDUM #1 (11 pages, including the cover sheet) the following is noted:

This addendum posts the sign in sheet from the mandatory pre bid conference held 3/5 at 9am.

This addendum answers questions raised at the pre bid and submitted on line to bidinfo@purchasing.ri.gov until 3/7/14 at 5pm (no questions were received on line).

This addendum posts the CertainTeed Warranty. Based on agency conversation with CertainTeed, as long as roofing is properly installed manufacturer will warranty product, even though a Cobra Vent is used.

These items (as they pertain to the bid process) were discussed by purchasing representative at the pre bid conference:

-This was a mandatory pre bid conference.

-Questions were being accepted on line. Date/time and address are specified in bid form.

-Bid bond is required. Payment and Performance bond is required.

-The public copy requirements were explained.

-Vendors were advised to review the seven page Public Works Bid Clauses.

-Vendors were advised of the General Contractor Apprenticeship Form and the need to submit, at the time of bid, if their proposal was one million dollars or greater.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

March 13, 2014

ADDENDUM NUMBER ONE
RFQ # 7548478

TITLE: Install New Roof on Building T-5 Camp Varnum

Closing Date and Time: 3/20/14 at 2:00 PM

-Vendors were advised of the Subcontractor Apprenticeship Certification Form as it pertains to bids of one million dollars or more.

-Vendors were advised of the General Contractor Apprenticeship Re-Certification and Certification Form as it pertains to bids of one million dollars or more.

-Vendors were advised that this was a prevailing wage job and the requirement to submit the prevailing wage certification.

-Vendors were advised of the Bid Preparation Checklist and that it is not a substitute for a thorough review of the bid proposal by the vendor.

-Vendors were asked to submit a W-9with their bid proposal.

There is no internal work to be done, only external.

Work may be performed Monday through Friday, 8am to 5pm. Schedule to be coordinated with agency representative.

Agency states there are no leaks at this present time.

The present roof had been done in the late 1980's.

END OF QUESTIONS

State of Rhode Island
Division of Purchases
One Capitol Hill
Providence, RI 02908

"MANDATORY" PRE-BID CONFERENCE SIGN IN SHEET

Mandatory Pre-bid Conference: Any vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory pre-bid conference. The representative must register at the pre-bid conference and disclose the identity of the vendor whom he/she represents. Because attendance at the pre-bid conference is mandatory, a vendor's failure to attend and register at the pre-bid conference shall result in disqualification of the vendor's bid proposal as non-responsive to the solicitation.

BID NUMBER	7548478
BID TITLE	INSTALL NEW ROOF ON BUILDING T-5 CAMP VARNUM
PRE-BID DATE AND TIME	3/5/2014 AT 9AM

PURCHASING AGENT	DCADORET
MANDATORY PRE-BID START TIME	9:05
MANDATORY PRE-BID END TIME	9:30

	COMPANY NAME	COMPANY REPRESENTATIVE	ADDRESS	CONTACT E-MAIL	CONTACT PHONE NUMBER	CONTACT FAX NUMBER	[illegible]
1	Capeway Roofing	Mario Marques	Westport MA 664 Sanford Rd	Roofing.com jcatheha@capeway	Joe Catheha	508 672-2670	
2	Jalette Contracting Inc	Roger Jalette	223 Farm St. Blackstone, MA 01504	Jalette2003@yahoo.com	401-692-6545		
3	Martone Service Co	Mike Martone	22 Seytant Lane Narragansett RI	Mike@martonepainting.com	401 792-3847	401 792-3717	
4	Walter Pilowa	WPI Construction Inc	4 Tanner Rd Webster, MA 01570	WPIconstruction@hotmail.com	508 612 3149	508 943 7771	
5	All Phase Rest	Ron Ramos	201 225 Douglas Pike Smithfield	RRAMOS@AllPhaseRestoration.net	401-231-Roof	401-231-7663	
6	Dome Const	Bob Delamare	174 Foundry CF RI	bobdome@juno.com	4746636	723-2877	
7	Carl Hyllend	Emo					
8	State Purchasing	David Cadoret					
9							
10							
11							
12							
13							
14							
15							

** VENDOR: PLEASE SUBMIT A BUSINESS CARD IF AVAILABLE**

CertainTeed

Limited Warranty

Asphalt Shingle Products

CertainTeed
SAINT-GOBAIN

Congratulations... and thank you for your recent purchase of one of the fine products from CertainTeed Roofing. Since 1904, CertainTeed has been producing quality roofing products that provide long-lasting beauty and protection for homes of every size, style and age. For over 100 years, the basis for our name, "Quality made certain, satisfaction guaranteed," has been our ongoing philosophy.

Your CertainTeed roofing warranty fully explains how CertainTeed supports its products with the strongest warranty protection available. It is important that you read the warranty section of this brochure. The warranty lists the specific CertainTeed asphalt shingle products that are covered and the period of time for which they are covered. Take the time to understand how CertainTeed protects your purchase by standing behind our products.

Limited, Prorated and Transferable Warranty

This warranty covers asphalt shingle products listed in Table 1, sold only in the United States of America, its territories and Canada.

What and Who is Covered and for How Long

CertainTeed warrants to the original property owner/consumer that, when subject to normal and proper use, its shingles will be free from manufacturing defects for the length of time specified in Table 1 and that CertainTeed will pay to repair, replace or clean, at its option, any shingles CertainTeed determines are defective under the terms of this Limited Warranty. In the event of repair, replacement or cleaning pursuant to the terms of this Limited Warranty, the warranty applicable to the original shingles shall apply to the repaired, replaced or cleaned shingles and will extend for the balance of the original warranty period.

The Lifetime warranty period offered for certain shingles in Table 1 is only available to individual homeowners. The warranty period for shingles installed on premises not used by individual homeowners as their residence is limited as specified in Table 1. All other structures and property owners (e.g. corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowner associations or cooperative housing arrangements, apartment buildings, and any other type of building or premises not owned by individual homeowners) are limited to either a 50-year or 40-year warranty period described in Table 1.

Lifetime means as long as the original individual home owner (or the second owner, if the warranty was properly transferred during the SureStart period) owns the property where the shingles are installed.

SureStart™ Protection

Because CertainTeed roofing products are manufactured to the highest quality standards, we confidently include the additional assurance of SureStart™ protection. SureStart provides the strongest non prorated protection you can get in the vital early years of your new roof.

All of CertainTeed's shingle products are covered by SureStart protection. Under this warranty feature, CertainTeed, at no charge, will pay to repair or replace, at its option, any shingles CertainTeed determines are defective during the SureStart period. Note: Wind warranty and algae warranty are covered separately as described on pages 4 & 5. The SureStart period begins on the date of application and terminates following the period specified in Table 1. CertainTeed's maximum liability under SureStart is equal to the reasonable cost of comparable replacement shingles and labor as determined by CertainTeed to replace or repair the defective shingles. Roof tear-off, metal work, flashing and disposal expenses, and other costs or expenses incurred during such repair or replacement are not covered or reimbursed by this Limited Warranty, except for certain products with Lifetime warranty periods specified in Table 1, for which CertainTeed's maximum liability also includes the cost of roof tear-off and disposal.

In instances in which CertainTeed, under the terms of this warranty, has agreed to pay the reasonable cost of labor required to repair or replace defective shingles, CertainTeed will provide reimbursement only upon receipt of a copy of the contractor's invoice or other written evidence of the completion of such work which CertainTeed, in its sole discretion, deems acceptable.

SureStart protection does not extend to any shingles applied to non-ventilated or inadequately ventilated roof deck systems as determined by CertainTeed, except as stated on page 4. CertainTeed's maximum contribution toward the cost of repairing or replacing defective shingles applied to a non-ventilated or inadequately ventilated roof deck system is calculated using the

reasonable cost of comparable replacement shingles as determined by CertainTeed less 1/120th of that amount multiplied by the number of months from the start of the warranty period to the date when CertainTeed determines the shingles are defective. Labor costs, roof tear-off, metal work, flashing and disposal expenses, and other costs or expenses incurred during such repair or replacement are not covered or reimbursed by this Limited Warranty.

Beyond SureStart Protection

If CertainTeed determines its shingles are defective after the SureStart period, CertainTeed's maximum contribution toward the cost of repairing or replacing defective shingles will be calculated using the reasonable cost of comparable replacement shingles as determined by CertainTeed less the Reduction Figure Per Month, specified in Table 1, for the number of months from the start of the warranty period to the date when CertainTeed determines the shingles are defective. Labor costs, roof tear-off, metal work, flashing and disposal expenses, and other costs or expenses incurred during such repair or replacement are not covered or reimbursed by this Limited Warranty.

TABLE 1

Lifetime Products[A]	Warranty Period	SureStart Period	Wind Warranty Miles Per Hour	Algae Resistant Warranty Period[†]	Reduction Figure Per Month
Grand Manor™ Presidential Shake™ TL Presidential Solaris™ Landmark™ TL Presidential Shake™ (& IR)[2] Carriage House™ Landmark™ Premium Landmark Solaris™ (& IR)[2] Landmark™ PRO Highland Slate™ (& IR)[2] Independence™	Lifetime[A]	10 Years	110[††]	15	1/600*

Lifetime Products[B]	Warranty Period	SureStart Period	Wind Warranty Miles Per Hour	Algae Resistant Warranty Period[†]	Reduction Figure Per Month
Landmark™ IR[2] Landmark™ Hatteras*	Lifetime[B]	10 Years	110[††]	10	1/600*

20 -, 25 - and 30 - Year Products	Warranty Period	SureStart Period	Wind Warranty Miles Per Hour	Algae Resistant Warranty Period[†]	Reduction Figure Per Month
Patriot	30 Years	8 Years	110	10	1/360
XT 30™ (& IR)[2]	30 Years	5 Years	70[†††]	10	1/360
XT 25™	25 Years	5 Years	60	10	1/300
CT 20™	20 Years	3 Years	60	10	1/240
Any shingles applied to any inadequately ventilated roof deck	10 years[†]	N/A	N/A	N/A	1/120

A. The Lifetime Warranty period is only available to individual homeowners. The warranty period for these shingles installed on premises not used by individual homeowners as their residence is limited to 50 years and the SureStart period is 10 years following the installation of the shingles. Roof tear-off, metal work, flashing and disposal expense, incurred during repair or replacement are covered or reimbursed by this Limited Warranty. Limited Warranty transferees during the SureStart period are limited to a 50-year warranty period (see section titled "Transfers During the SureStart Period" for details).

B. The Lifetime Warranty period is only available to individual homeowners. The warranty period for these shingles installed on premises not used by individual homeowners as their residence is limited to 40 years and the SureStart period is 5 years following the installation of the shingles. Limited Warranty transferee during the SureStart period are limited to a 40-year warranty period (see section titled "Transfers During the SureStart Period" for details).

** For Lifetime products, at the completion of the 40th year the reduction figure will remain at 400/600, or 20% of the total maximum liability.*

† For details of warranty coverage for shingles installed on inadequately ventilated roof decks on both residential and commercial buildings, see provisions under "Inadequately Ventilated and Non-Ventilated Decks."

†† Wind warranty upgrade – These products are warranted to resist blow-off due to wind velocities, including gusts, up to a maximum of 130 miles per hour during the first fifteen (15) years, provided all of the following conditions are met:

1. *The CertainTeed shingles are not applied over existing roof shingles (roof-overs are not permitted).*
2. *The CertainTeed specified corresponding hip and ridge accessory products are installed as cap shingles (Shadow Ridge™, Cedar Crest™, Shangle Ridge™, Mountain Ridge™ Landmark Solaris™ (& IR) and Hatteras®).*
3. *The CertainTeed specified corresponding starter shingles are installed along the roof eaves and rakes (Swiftstart™, High-Performance Starter and Presidential Starter).*

(Note: In Florida, CertainTeed will waive the requirement of applying starter shingles along the roof rake if all of the following conditions are met: The applicable building code requires that asphalt roof shingles be embedded in an 8-inch-wide bed of asphalt roofing cement applied along the roof rake edges. And, the shingles are installed and embedded in an 8-inch-wide bed of asphalt roofing cement along the roof rake edges in accordance with the code.)

††† The Wind warranty for XT 30 (& IR) for the Northwest region is 80 mph. The Wind warranty is 100 mph in Hawaii and Alaska only.

[1]Algae Resistant Warranty period applies only to the Algae Resistant (AR) version of the pertinent shingle.

[2]CertainTeed's Impact Resistant (IR) versions of Landmark™, Presidential Shake™, Highland Slate™, Landmark Solaris™, and XT™ 30 shingles comply with UL 2218 Impact Resistance of Prepared Roof Covering Materials test criteria at time of manufacture.

Transferability

This Limited Warranty is transferable, but only by the original property owner/consumer to the first subsequent property owner. After the Limited Warranty has been transferred once, it is no longer transferable. The warranty transfer is only effective if the subsequent property owner provides written notice of the transfer to CertainTeed within sixty (60) days from the real estate title transfer date. (Notice must be sent to CertainTeed Roofing Technical Services Department, 1400 Union Meeting Road, Blue Bell, PA 19422.)

Transfers During the SureStart Period

If this Limited Warranty is properly transferred during the product's SureStart period, the warranty for the new owner is the same as it would have been for the original owner, except for certain products with Lifetime warranty periods where the duration of the transferred warranty will be 50 years or 40 years as specified in Table 1, measured from the beginning of the SureStart period (i.e. the date of installation), and the remaining period of SureStart protection will be available to the subsequent property owner.

Transfers After the SureStart Period

If this Limited Warranty is properly transferred by the original property owner/consumer after the SureStart period, the warranty following the transfer will be limited to two (2) years from the date of real estate title transfer. The warranty obligation will be calculated as explained in the section titled "Beyond SureStart Protection."

Limitations

This Limited Warranty does not provide protection against, and CertainTeed will have no liability for, any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- Winds, including gusts, greater than the Wind Warranty MPH in Table 1.
- Damage caused by lightning, hailstorm, earthquake, fire, explosion, flood or falling objects.
- Damage caused by tornado, or hurricanes (other than as warranted under Wind Warranty MPH in Table 1).
- Distortion, cracking or other failure or movement of: the base material over which the shingles are applied, the roof deck, or the walls or foundation of the building itself.
- Damage caused by structural changes, alterations or additions, or by the installation of equipment (such as, but not limited to, aerials, signs or air-conditioning equipment) to the building after the original shingles have been applied.
- Shading, stains or discoloration to the shingles arising from outside sources such as, but not limited to: algae (unless blue-green algae as described in the section titled "Limited Algae Warranty"), fungus, moss, lichens or other vegetation, mold or mildew growth, or paints, chemicals or other similar materials.
- Misuse, abuse, neglect, or improper transportation, handling or storage of the shingles.
- Installation of the shingles over non-approved roof decks as more fully explained in CertainTeed's installation instructions published at the time of original installation.

- Damage caused by improper installation or installation not in accordance with CertainTeed's installation instructions published at the time of original installation.
- Damage to the shingles, the roof deck or the structure caused by ice backup or ice damming.
- Vandalism or acts of war.
- Any other cause not a result of a manufacturing defect in the shingles.

Mold and mildew are functions of environmental conditions and are not manufacturing defects. As such, mold and mildew are not covered by this Limited Warranty or any implied warranty.

CertainTeed reserves the right to discontinue or modify any of its products, including the color of its shingles, and shall not be liable as a result of such discontinuance or modification, nor shall CertainTeed be liable in the event replacement material varies in color in comparison to the original product as a result of normal weathering. If CertainTeed replaces any material under this warranty, it may substitute products designated by CertainTeed to be of comperable quality or price range in the event the product initially installed has been discontinued or modified.

Inadequately Ventilated and Non-Ventilated Decks

Any shingles applied to inadequately ventilated or non-ventilated decks, other than the shingles and deck systems described in the section titled "Insulated Decks and Radiant Barriers," are subject to a reduced limited warranty period of ten (10) years and do not qualify for SureStart Protection. **SureStart Protection and the Warranty Period applicable to the shingle are available if CertainTeed determines that the shingle damage was caused exclusively by a manufacturing defect that is unrelated to the inadequate roof system ventilation.**

Insulated Decks and Radiant Barriers

CertainTeed's Limited Warranty, including SureStart Protection, will remain in force when its fiber glass shingles are applied to roof deck assemblies where foam insulation is prefabricated into the roof deck system (often called "nailboard insulation"), where insulation is installed beneath an acceptable roof deck system, or where radiant barriers are installed, with or without ventilation, directly below the deck. Acceptable roof deck surfaces must consist of at least 3/8" thick plywood or 7/16" thick Oriented Strand Board (OSB) and slopes must be 2:12 or greater. If a different deck surface material will be utilized, please contact CertainTeed's Technical Services Department for assistance. (See the following important restrictions.)

The design professional is responsible for ensuring: 1) the proper quality and application of the insulation and/or radiant barrier, 2) the provision of adequate structural ventilation and/or vapor retarders as determined to be necessary, and 3) that all local codes are met (particularly taking into account local climate conditions). Special attention must be taken if cellular foam, fiber glass, cellulose insulation or other highly permeable insulation will be used in an unventilated system, or if the insulation/rafter or insulation/joist planes may create an air leak that could lead to moisture transmission and condensation problems. All these important factors and decisions, while not the responsibility of CertainTeed, are critical to assure proper deck system performance.

Ventilated Nail-Base Roof Insulation

Ventilated Nail-Base Roof Insulation products (e.g. Flint Board™ CV) are made of rigid insulation (typically foam board) and another layer of material that provides air space above the insulation and below the nailable deck (which is typically at least 7/16" thick OSB or 3/8" thick plywood). These products can provide soffit-to-ridge ventilation, and if installed in accordance with the deck manufacturer's instructions to achieve sufficient ventilation, will not reduce the scope or length of CertainTeed's Limited Warranty coverage.

Limited Algae Warranty

Blue-green algae, which is commonly but incorrectly called "fungus," can create unsightly streaking on shingles. CertainTeed warrants that the Algae-Resistant (AR) versions of the products in Table 1 will remain free from blue-green algae growth (but not mold or mildew growth) which adversely affects the overall appearance of said shingles for a period of ten (10) or fifteen (15) years, as noted in Table 1.

If during the Algae-Resistant Warranty Period specified in Table 1, the overall appearance of the Algae-Resistant shingles is adversely affected by blue-green algae, CertainTeed will pay the reasonable cost to replace or clean at its option, any affected shingles. In the event of replacement or cleaning, for the remainder of the Algae-Resistant Warranty Period,

CertainTeed's maximum contribution towards subsequent replacement or cleaning will be calculated using the Algae-Resistant Warranty Period specified in Table 1, less a prorated adjustment that reflects the number of months that have elapsed from the start of the Algae-Resistant Warranty Period to the date of reoccurrence.

WARNING: FOR LOW-VOLUME RAIN AND SALT FOG AREAS

In areas of low-volume rain (e.g. areas that receive insignificant rainfall during a 90-day period) and/or "salt fog" (e.g. parts of the Southern California coastline), copper released by algae-resistant (AR) granules or shingles can react with aluminum in gutters and cause severe corrosion of the gutters. In such regions, CertainTeed strongly recommends that vinyl or copper gutters, not aluminum gutters, be used with algae-resistant shingles. CertainTeed disclaims all liability and responsibility for any damages that may result from the use of its algae-resistant shingle products with copper granules where gutters containing aluminum are used.

Limited Wind Warranty

CertainTeed warrants its shingles will resist blow-off damage due to wind velocities, including gusts, up to the maximum wind velocity per the Wind Warranty MPH specified in Table 1 during the first fifteen (15) years of the warranty for Lifetime products and Patriot shingles for the first ten (10) years and during the first five (5) years for all other products listed in Table 1.

CertainTeed's obligations and liability for shingle blow-off damage during the wind warranty periods as specified above are limited as follows:

- If shingles blow off because the shingle's self-sealing asphalt strips did not activate, CertainTeed will have no liability or warranty obligation unless CertainTeed is afforded the opportunity to hand seal, at its expense, any non-sealing shingles.
- If shingles blow off even though the shingle's self-sealing asphalt strips did activate, CertainTeed will furnish replacement shingles without charge, but only for damaged or blown off shingles. CertainTeed will not be responsible for or reimburse labor costs, roof tear-off, metal work, flashing and disposal expenses, or any other costs pertaining to removal or replacement of damaged shingles. Any costs in excess of CertainTeed's material contribution are the property owner's responsibility (and may be covered by homeowner's insurance).
- CertainTeed shall have no liability for any shingles not fastened in accordance with CertainTeed installation instructions published at the time of original installation.
- CertainTeed shall have no liability for any damage to persons or property caused by blown off shingles.
- CertainTeed's maximum liability during the wind warranty period is the reasonable cost of hand sealing all of the shingles on the roof.

Flintlastic™ SA (Self-Adhering) System

For low slope residential roofing projects less than 2000 square feet (20 squares), CertainTeed offers a limited roof membrane warranty as follows: A 10-year warranty duration on a single ply of Flintlastic SA Cap sheet over a primed plywood roof deck or a 12-year warranty duration for a two-ply system consisting of a Flintlastic SA Nail Base and a Flintlastic SA Cap sheet, provided the Flintlastic products were applied in accordance with CertainTeed's current installation instructions published at the time of installation.

CertainTeed warrants the roof membrane, subject to the following terms, conditions, limitations, and exclusions, for the duration specified above from the date of completion of the roof membrane installation. If during the duration of this Limited Warranty, a manufacturing defect in the roof membrane causes a leak, CertainTeed or its designated roofing contractor will, at CertainTeed's sole discretion, repair or replace the roof membrane materials only as necessary to restore it to a watertight condition.

Only manufacturing defects in the roof membrane that cause leaks are covered by this Limited Warranty. CertainTeed's MAXIMUM LIABILITY during the first year of this warranty is the original cost of the CertainTeed membrane materials only. After the first year, CertainTeed's maximum liability is the original cost of the CertainTeed materials used on the roof reduced by 8.3% for 12-year warranty and 10% for 10-year warranty during each subsequent year, less any costs previously incurred by CertainTeed for repair or replacements.

Roof components which are not part of the roof membrane and hence not covered by this Limited Warranty include, but are not limited to, the following: underlying roof deck, insulation, vapor retarders, fasteners, metal work, drains, pitch pans, expansion joints, skylights, vents,

plastic accessories, any flashing, decorative or reflective coating, surfacing and/or any aggregates. In no event, however, will CertainTeed be responsible for any costs related to the removal or abatement of any asbestos present in any existing roof system to which the CertainTeed roof membrane is applied.

What the Customer Must Do

If you believe your shingles have a manufacturing defect, you must promptly notify CertainTeed and provide proof of property ownership and the date of shingle purchase and application. Unless you provide such proof, CertainTeed will use the date of manufacture to calculate the start of the warranty period. In order to properly evaluate and process a warranty claim, CertainTeed may require the property owner to submit a shingle sample to CertainTeed for analysis and/or permit a CertainTeed representative to make repairs to, take photographs of, and/or take samples from the roof, if required. CertainTeed will evaluate each properly reported claim and will repair, replace, clean or reimburse the property owner for the shingles it determines are defective, in accordance with the terms of this Limited Warranty within a reasonable amount of time. For more details about submitting a warranty claim, visit www.ctroof.com or call (800) 345-1145.

Please send all notifications and correspondence to:
CertainTeed Corporation, 1400 Union Meeting Rd., P.O. Box 1100, Blue Bell, PA 19422, Attn: CertainTeed Roofing Technical Services Department. Telephone number 800-345-1145.

Warranty Registration (not required)

You may register your product warranty on CertainTeed's website: www.certainteed.com/warrantyreg. Each registrant receives a registration confirmation number by return e-mail that can be printed and kept with this Limited Warranty and your proof of purchase. If you do not have Internet access, you can register your shingles by sending: (1) your name, address, and telephone number; (2) the name and contact information of the contractor who installed your shingles and the original date of installation; and, (3) the type, color and number of squares of your shingles to: **CertainTeed Corporation, 1400 Union Meeting Rd., P.O. Box 1100, Blue Bell, PA 19422, Attn: CertainTeed Roofing Technical Services Department.**

CertainTeed will register your information and mail you a confirmation number.
Failure to register this warranty does NOT void the warranty or any of its terms.

For Your Records

Product Purchased: _____ Date of Installation: _____

Roofing Contractor: _____ Contractor's Telephone No. _____

This warranty applies to shingles installed during the calendar year of 2014.
(The warranty in effect at the time the material is originally installed is the applicable warranty.)

Limited Warranty and Limitation of Remedies

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE OR AT LAW. STATE OR PROVINCIAL LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PROPERTY OWNER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES, AND LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING THE DEFECTIVE PRODUCT OR CLEANING ALGAE-RESISTANT SHINGLES IN THE CASE OF ALGAE GROWTH AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS; OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS LIMITED WARRANTY EXCEED THE REASONABLE COST OF SHINGLES AND LABOR TO REPLACE OR REPAIR THE DEFECTIVE SHINGLES.

This Limited Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers and/or CertainTeed field representatives.
This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from State to State, or Province to Province.

Roofing Plants and Regional Sales Office

CertainTeed roofing products are sold by CertainTeed Roofing in nine sales regions. They are manufactured in ten residential roofing plants and one commercial roofing plant. Since the early 1900s, CertainTeed Corporation has been an innovator in the building materials industry and today is a leading manufacturer of building materials including residential and commercial roofing, vinyl and fiber cement siding, vinyl windows, composite decking and railing, fiber glass insulation, vinyl fence, and piping products. The company is headquartered in Valley Forge, Pennsylvania, and employs more than 7,000 employees at approximately 60 manufacturing facilities throughout North America. Continuing the 100-year commitment of "Quality made certain, Satisfaction guaranteed®," CertainTeed remains one of the most trusted names in the industry. More information is available at **www.certainteed.com.**

This document is also available in Spanish and French.
Call 1-800-782-8777 or go to www.certainteed.com.
Se puede obtener este documento en español. Favor de llamar 1-800-782-8777.
Ce document est disponible en anglais et en espagnol. Composez le 1-800-782-8777.

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