

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

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7548481A2
Bid/RFP Title: EXTERIOR RESTERIOR - KINGSTON STATION - ADDENDUM 2 (2 PGS)

Opening Date & Time: 3/21/2014 10:30 AM

RIVIP Vendor ID #: 832

Vendor Name: E. F. O'Donnell & Sons Co., Inc.
Address: 75 Dike Street
P. O. Box 3239
Providence , RI 02909
USA

Telephone: (401) 351-8505
Fax: (401) 621-9710
E-Mail: robert@efodonnell.com
Contact Person: Robert E. O'Donnell
Title: President
R.I. Foreign Corp #:

NOTICE TO VENDORS

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

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

SECTION 2 – REQUIREMENTS

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

Section 2.1 - RULES FOR SUBMITTING OFFERS

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 - AWARD DETERMINATION

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

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

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

SECTION 4 - CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

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

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

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

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

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

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

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

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

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

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

Offerors must respond to every disclosure statement.

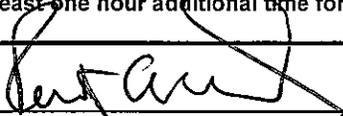
A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

- N 1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.
- N 2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.
- N 3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.
- Y 4. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y 5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. I/We certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 12. I/we certify that the above vendor information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-3 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #4-12 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

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



Date 3/21/2014

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

Robert E. O'Donnell - President
Name and Title of company official signing offer

Print



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

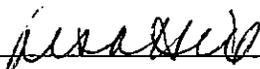
RFQ #7548481 TITLE: EXTERIOR RESTORATION – KINGSTON STATION

OPENING DATE AND TIME: MARCH 21, 2014 – 10:30 A.M.(NOTE CHANGE)

Prospective bidders and all concerned are hereby advised of the attached changes/modifications for the above referenced RFQ and are hereby requested to change their copies accordingly.

The following should be added to the scope of work required in connection with the above:

1. BID OPENING DATE AND TIME HAVE BEEN CHANGED FROM: 3/10/14 – 1:00 P.M.
3/21/14 – 10:30 A.M.
2. Replace all broken or missing wood trim to match existing (shape and wood species), caulk seams, prime and paint in accordance with scope of work.
3. Spot replace broken or missing window glazing on ALL windows, as needed, and paint in accordance with scope of work.



LISA HILL
CHIEF BUYER



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 # 2

3/5/14
Solicitation #7548481

Title: Exterior Restoration – Kingston Station

Submission Deadline: March 21, 2014 @ 10:30 AM (ET)

Per the issuance of ADDENDUM # 2 the following are noted:

Prospective bidders and all concerned are hereby advised of the attached changes/modifications for the above referenced RFQ and are hereby requested to change their copies accordingly.

The following should be added to the scope of work required in connection with the above:

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

**Lisa Hill
Chief Buyer**



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

Solicitation #7548481

Title: Exterior Restoration – Kingston Station

- \$5,000 add-on for misc incidentals as pre-approved by the D.O.T. Project Manager.
- REPLACE ALL MISSING MOLDING TO MATCH EXISTING. CAULK SEAMS, SAND PRIME AND PAINT AS OUTLINED IN SCOPE OF WORK.
- METHOD OF REPAIR TO ANY ROTTED MOLDING SHOULD BE DISCUSSED WITH PROPERTY MANAGER PRIOR TO BEGINNING REPAIR.
- SAND, REMOVE LOOSE PAINT, PRIME AND PAINT – BLACK IRON RAILING attached to south elevation (at stairway leading to the basement door), sand to remove loose paint and apply one coat rust-prohibitive primer (such as Rustoleum brand) and match existing top coat using two coats black high gloss rust-prohibitive paint (such as Rustoleum brand). THE RAILING ALONG THE BACK DECK BETWEEN THE STATION PLATFORM AND THE BUILDING IS NOT INCLUDED IN THIS PROJECT.
- WOOD DECK– extends from the back of the building to the black iron railing and INCLUDES the wood steps and handicap ramp. ALL work on the deck must be done in the evenings after train/bike traffic has slowed and must be completed in phases so as to not interfere with Amtrak service or customer traffic.
- No persons associated with this project are allowed to use or place materials and equipment on the black asphalt area (platform) adjacent to the high speed rail tracks. This is Amtrak property. ALL work to be done on the wood handicap ramp and steps must be coordinated/scheduled with the Property Manager, who will notify Amtrak officials prior to work. Any unauthorized work or activity on Amtrak property may result in a fine issued by Amtrak. Contractor will assume all costs associated with this fine.

End Document



Request for Quote

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

CREATION DATE: 12-FEB-14
BID NUMBER: 7548481
TITLE: EXTERIOR RESTORATION - KINGSTON STATION
(PUBLIC COPY)

BID CLOSING DATE AND TIME: 10-MAR-2014 01:00:00

BUYER: Hill, Lisa
PHONE #: 401-574-8118

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T
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DOT ACCOUNTS PAYABLE
TWO CAPITOL HILL, RM 243
SMITH ST
PROVIDENCE, RI 02903
US

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DOT PROPERTY & MANAGEMENT
TWO CAPITOL HILL, 325
SMITH ST
PROVIDENCE, RI 02908
US

Requisition Number: 1354722

Line	Description	Quantity	Unit	Unit Price	Total
1	<p>THERE WILL BE A PRE-BID CONFERENCE ON TUESDAY FEBRUARY 25, 2014 @10:00 AM</p> <p>KINGSTON STATION 1 RAILROAD AVENUE KINGSTON, RI</p> <p>PROVIDE A TOTAL COST, INCLUDING ALL MATERIALS, LABOR AND EQUIPMENT NECESSARY TO PERFORM THE EXTERIOR RESTORATION OF KINGSTON STATION IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS</p>	1.00	Each	\$118,658.00	\$118,658.00

Delivery: _____

Terms of Payment: Net 30

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



E.F. O'Donnell & Sons Co., Inc.
Painting & Restoration Contractors Since 1900

March 21, 2014

AFFIDAVIT

To whom it may concern:

Before the undersigned, on this 21st day of March 2014, I, Robert E. O'Donnell, certify that I am President of E.F. O'Donnell & Sons Co., Inc. and am legally authorized to bind E.F. O'Donnell & Sons Co., Inc. contractually. E. F. O'Donnell & Sons Co., Inc. is a corporation organized under the Laws of the State of Rhode Island.

Robert E. O'Donnell – President

Corporate Seal

Sworn to and subscribed before me on this 21st day of March 2014.

Judith K. O'Donnell - Notary Public

My Commission Expires: July 22, 2014



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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

TTY: Via RI Relay 711

Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

STATE CONTRACT ADDENDUM

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

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

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

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm .poster/htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

An Equal Opportunity Employer/Program./Auxiliary aids and services are available upon request to individuals with disabilities.

TTY via RI Relay 711



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
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Director

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

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journey person ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

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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 20 day of March, 2014

[Signature]
Notary Public
My commission expires: 7.22.14

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



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

Telephone: (401) 462-8000

APPENDIX A

TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors
SECTION 37-13-5

§ 37-13-5 Payment for trucking or materials furnished – Withholding of sums due. -A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

APPENDIX B

TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-7

§ 37-13-7 Specification in contract of amount and frequency of payment of wages.

(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.



STATE OF RHODE ISLAND

CONTRACTORS' REGISTRATION
AND LICENSING BOARD

REGISTRATION NO.

EXP. DATE

REGISTRANT'S NAME

10582

07/1/E

E. F. O'DONNELL & SONS CO INC

AUTHORIZED REPRESENTATIVE

ROBERT E O'DONNELL

DRIVER'S LICENSE #

RI 7615602

EXECUTIVE DIRECTOR

Ray H. Miller

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)

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Employer ID No. (EIN)

05	0249855
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NAME E.F. O'Donnell & Sons Co., Inc.

ADDRESS 75 Dike Street

(REMITTANCE ADDRESS, IF DIFFERENT) P.O. Box 3239

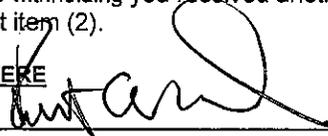
CITY, STATE AND ZIP CODE Providence, RI 02909

CERTIFICATION: Under penalties of perjury, I certify that:

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

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

PLEASE SIGN HERE

SIGNATURE  TITLE President DATE 3/21/2014 TEL NO. (401) 351-8505

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



E.F. O'Donnell & Sons Co., Inc.
Painting & Restoration Contractors Since 1900



Contractor Qualification Statement

www.efodonnell.com

SERVICES

INTERIOR AND EXTERIOR
COMMERCIAL PAINTING
AND RESTORATION
CONTRACTORS

COMPUTER RENDERINGS

PAINTING
AND WALLCOVERING

GILDING

GLAZING

STENCIL WORK

DECORATIVE PAINTING

FAUX FINISHES

MURAL PAINTING
AND RESTORATION

ORNAMENTAL
PLASTER RESTORATION

PEW REFINISHING

LEAD PAINT ABATEMENT

EPOXY WOOD
CONSOLIDATION AND REPAIR

SCAFFOLDING

Our Company

Located in Providence, RI, E.F. O'Donnell & Sons Co., Inc. has been committed to excellence since its founding in 1900. Our attention to detail and extensive capabilities are what set us apart from the rest.

At E.F. O'Donnell & Sons, we always provide top service and strive to make each project the best it can be. We never cut corners and never stop until our clients are not just satisfied, but until they are overjoyed with the results of their project. Our unrelenting commitment to quality and passion for our work is what has kept us in business all these years and will keep us going in the years to come.

Organization

E. F. O'Donnell & Sons Co., Inc. was established in 1900 and has been in business for 114 years.

Date of incorporation: 1946
State of incorporation: Rhode Island
President & Treasurer: Robert E. O'Donnell
Vice President & Secretary: Judith K. O'Donnell

Licensing

State of Rhode Island
Contractor's Registration Board: License #10582

Labor Force

E. F. O'Donnell & Sons Co., Inc. is signatory to a collective bargaining agreement with:

- Painters Local #195 Rhode Island
- District Council #11 Connecticut
- District Council #35 Massachusetts
- Plasterers & Cement Masons Local #40

All painter employees are union members.

E. F. O'Donnell & Sons Co., Inc. employs a steady labor force of 16 or more employees and draws from a pool of qualified personnel depending on the workload and the particular task at hand.

All of the employees are well trained and are qualified to work in any area of the painting and restoration field.

Bonding

NGM Insurance Co.
Cormack-Routhier Agency, Inc.
Ms. Phyllis Nigris
One Harry Street
Cranston, RI 02907

Bonding Capacity

\$1,000,000 per job
\$2,000,000 per year

Insurance

Fully insured
Experience modification
rate of .75 on our
Workers' Compensation

General Liability
Aggregate \$2,000,000
Umbrella Policy \$5,000,000

Training Programs:

Scaffolding Safety
Respiratory Protection
Working with Lead
Right to Know
Hazardous Communication

TRADE REFERENCES

Paint Shoppe Warwick, RI	Mr. Bernard McKenna	401-463-5262
Adlers Providence, RI	Mr. Harry Adler	401-421-5157
Contractors Supply E. Providence, RI	Mr. James O'Neill	401-434-4300
L. Sweet Lumber Co. Providence, RI	Mr. Edward Angell	401-521-3800

BANK REFERENCES

Bank of America	Olneyville Office	Broadway Providence, RI
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PAST PROJECT REFERENCES

Diocese of Providence Building Commission	Ms. Carol Nelson	401-278-4636
R.I. Historic Preservation and Heritage Commission	Mr. Edward Sanderson Mrs. Roberta Randall Mrs. Virginia Hesse	401-222-2678
Haynes/deBoer Associates	Mr. Cornelis J. deBoer	401-274-1555
McGinley Hart & Associates	Mr. Wendall Kalsow	617-227-2932
Durkee, Brown, Viveiros & Werenfels	Ms. Martha Werenfels	401-831-1240
Edward Rowse Architects	Mr. Edward Rowse	401-331-9200
Saccoccio Associates Architects	Mr. Steve Guglielmo	401-942-7970
RI Supreme Court Facilities & Operations	Mr. Stephen Kerr	401-222-6700
RI Department of Administration Purchasing Division	Mr. Arthur Jochmann	401-222-1285

CORMACK - ROUTHIER AGENCY, INC.

INSURANCE and BONDS

ONE HARRY STREET
CRANSTON, RI 02907

TEL: (401) 944-9400
FAX: (401) 944-7360

January 28, 2013

TO WHOM IT MAY CONCERN:

RE: E. F. O'Donnell & Sons Co., Inc.

E. F. O'Donnell & Sons Co., Inc. is a capable and well-established painting contracting firm. They have always conducted their affairs in a professional and ethical manner.

NGM Insurance Company is their surety, having a local office at 55 West Street, Keene, New Hampshire 03431. Cormack-Routhier Agency has a working line of \$1,000,000 for a single job and \$2,000,000 aggregate. Larger projects will be considered on a case-by-case basis.

We recommend E. F. O'Donnell & Sons Co., Inc. without reservation. The Management and staff of E. F. O'Donnell & Sons Co., Inc. are well seasoned, capable and professional.

Sincerely,

CORMACK-ROUTHIER AGENCY, INC.


Phyllis A. Nigris
President



CERTIFICATE OF LIABILITY INSURANCE

EFODO-1

OP ID: PW

DATE (MM/DD/YYYY)

02/06/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Doortley Agency, Inc. 17 Sixth Avenue East Greenwich, RI 02818 Mark C. Doorley	CONTACT NAME: Mark C. Doorley
	PHONE (A/C, No, Ext): 401-886-9600 FAX (A/C, No): 401-886-9622 E-MAIL ADDRESS:
INSURED E.F. O'Donnell & Sons Co., Inc P.O. Box 3239 75 Dike Street Providence, RI 02909	INSURER(S) AFFORDING COVERAGE INSURER A : Harleysville Mutual Ins Co NAIC # 35696
	INSURER B : Beacon Mutual Ins Co
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		GMP9147742	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA51775S	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CMB51774S	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	24775	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property of Others		MPA51776S	01/01/2014	01/01/2015	PPO Limit 278,876
A	Installation Float		MPA51776S	01/01/2014	01/01/2015	Installat 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER E.F. O'Donnell & Sons Co., Inc P.O. Box 3239 75 Dike Street Providence, RI 02909	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2010/05)

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COMPLETED PROJECTS

(MORE AVAILABLE UPON REQUEST)

Warwick City Hall <i>Warwick, RI</i>	2013	General Contractor, Masonry Restoration, Metal Restoration, Painting
RI Hospital Eddy Street Mural <i>Providence, RI</i>	2013	Painting of Mural & Masonry Restoration
I-95 Murals <i>Jefferston St. Providence, RI</i> <i>Woodville Overpass Hopkinton, RI</i>	2013	Painting of Murals & Masonry Restoration
St. Augustin's Church <i>Newport, RI</i> <i>Interior Renovations</i> <i>Exterior Wood Trim Restoration</i>	2011-2013	General Contractor, Interior Historical Restoration, Plaster Restoration, Gilding, Faux Finishing, Epoxy Repair Exterior Wood Trim Painting
Licht Judicial Complex <i>Providence, RI</i> <i>Law Library</i> <i>Courtroom 12</i>	2013, 2009-2010	General Contractor, Interior Historical Restoration, Ornamental Plaster Restoration, Gilding
Rhode Island State House <i>Providence, RI</i> <i>Entrance Door Restoration, 3rd Floor Tourelle Stabilization,</i> <i>House & Senate Exterior Domes, Historic Furnishings,</i> <i>Restroom Restoration, Senate & House Chambers,</i> <i>3rd Floor Vaulted Ceilings, Governor's Suite, State Room</i> <i>Library</i>	1994-2013	Exterior & Interior Restoration Gilding, Glazing, Faux Finishes, Refinishing of Woodwork, and Ornamental Plaster Repair
Rhode Island Historical Society Library <i>Providence, RI</i>	2012	General Contractor, Slate Roof Replacement, Masonry Restoration, Exterior Trim Painting
Colony House <i>Newport, RI</i>	2009, 2012	Interior Historical Restoration, General Contractor, Wood Replacement and Epoxy Repair, Window Sash Restoration
I-195 East Mural <i>Providence, RI</i>	2012	Painting of Mural & Masonry Restoration
RI State Police Barracks <i>Foster, Lincoln, Hope Valley, Scituate, Wickford, RI</i>	2010-2011	Exterior Restoration of Windows, Doors and Trim
Central Congregational Church <i>Providence, RI</i> <i>Exterior Dome Restoration</i>	2010	General Contractor, Liquid Applied Rubber Membrane Roofing Repairs, Cupola & Dome Restoration
The Handicraft Club <i>Providence, RI</i>	2008-2010	Exterior Historical Restoration, General Contractor, Wood Replacement and Epoxy Repair, Exterior Painting, Masonry
First Baptist Church In America <i>Providence, RI</i>	2009- 2008	Exterior Historical Restoration, General Contractor, Wood Replacement and Epoxy Repair, Exterior Painting, Masonry, Roofing, Fire Code Improvements
John Brown House Museum <i>Providence, RI</i>	2004-2008	Exterior Historical Restoration, General Contractor, Wood Replacement and Epoxy Repair, Exterior Painting, Masonry Repairs

E.F. O'Donnell & Sons Co., Inc.
Recently Completed Historical Projects

Project: Trinity Church
One Queen Anne Square
Newport, RI 02840

Built: 1726

Project #: EFO 13-30

Owner: Trinity Landmark Preservation Fund
One Queen Anne Square
Newport, RI 02840
(401) 846-0660

Architect: Cornelis J. de Boer
Haynes de Boer Associates
One Park Row
Providence, RI 02903
(401) 274 -- 1555

Description of Work: Exterior restoration of the tower including carpentry repairs, epoxy repair, gilding and painting.

Contract Date: July 17, 2013
Contract Amount: \$311,548.00
Date Completed: November 25, 2013

Project: Warwick City Hall Tower & Portico Restoration
3275 Post Road
Warwick, RI 02888

Built: 1892

Project #: EFO 13-27

Owner: City of Warwick
3275 Post Road
Warwick, RI 02888

Contact : Ms. Trisha Reynolds
City of Warwick Planning Dept.
3275 Post Road
Warwick, RI 02888
(401) 738-2000

Description of Work: Restoration of tower and portico including copper cladding of dome, metal cladding repair, carpentry repairs, masonry restoration, clock restoration, and painting

Contract Date: June 2013
Contract Amount: \$772,035.00
Date Completed: December 2013

E.F. O'Donnell & Sons Co., Inc.
Recently Completed Historical Projects

Project: **First Unitarian Church**
1 Benevolent Street
Providence, RI 02906

Built: 1816

Project #: EFO 13-20

Owner: **First Unitarian Church**
1 Benevolent Street
Providence, RI 02906
401-421-7970

Architect: Cornelis J. de Boer
Haynes de Boer Associates
One Park Row
Providence, RI 02903
(401) 274 – 1555

Description of Work: Exterior restoration of wood windows

Contract Date: May 10, 2013
Contract Amount: \$66,362.00
Date Completed: August 31, 2013

Project: **Cathedral of Saints Peter & Paul**
One Cathedral Square
Providence, RI

Built: 1878

Project #: EFO 12-22

Owner/Architect: Carol Ann Nelson, AIA
Diocese of Providence
One Cathedral Square
Providence, RI 02903

Description of Work: Exterior restoration of windows and window glazing

Contract Date: July 26, 2012
Contract Amount: \$246,449.00
Date Completed: November 2012

E.F. O'Donnell & Sons Co., Inc.
Recently Completed Historical Projects

Project: **Colony House**
Washington Square
Newport, RI

Built: 1739

Project #: EFO 12-05

Owner: Mr. Arthur Jochmann
State of Rhode Island
Department of Administration
One Capitol Hill
Providence, RI 02908
(401) 222-5161

Architect: Mr. Steven Guglielmo
Saccoccio & Associates Inc.
1085 Park Avenue
Cranston, RI 02910
(401) 942-7970

Description of Work: Interior preparation, ornamental plaster repair and painting. Exterior preparation and painting of the rooftop balustrade and cupola. Exterior masonry restoration, repointing and Jahn patching of browntone stairs and brownstone watertable.

Contract Date: February 17, 2012
Contract Amount: \$398,768.00
Date Completed: July 25, 2012

Project: **Slater and Wilkinson Mills**
67 Roosevelt Avenue
Pawtucket, RI 02903

Built: 1793

Project #: EFO 11-15

Owner: **The Old Slater Mill Association**
67 Roosevelt Avenue
Pawtucket, RI 02903
(401) 725-8638

Architect: Cornelis J. de Boer
Haynes de Boer Associates
One Park Row
Providence, RI 02903
(401) 274 - 1555

Description of Work: Exterior restoration of cupolas on Slater and Wilkinson Mill

Contract Date: March 9, 2011
Contract Amount: \$113,372.00
Date Completed: Jun 13, 2011

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A 310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we E. F. O'Donnell & Sons Co., Inc.

75 Dike Street, P. O. Box 3239, Providence, RI 02909

as Principal, hereinafter called the Principal, and NGM INSURANCE COMPANY

55 West Street, Keene, NH 03431

a corporation duly organized under the laws of the State of FL

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

State of Rhode Island and Providence Plantations, Division of Purchases, Providence, RI 02908

as Oblige, hereinafter called the Oblige, in the sum of Five Percent (5 %) of the amount

of the accompanying bid

Dollars (\$ 5 % of Bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bid #7548481

Exterior Restoration of Kingston Station, 1 Railroad Avenue, West Kingston, RI

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

21st

day of March

2014

[Signature]
(Witness)

E. F. O'Donnell & Sons Co., Inc.

(Principal)

(Seal)

[Signature]

[Signature]

[Signature]

NGM INSURANCE COMPANY

(Surety)

(Seal)

[Signature]
(Witness)

[Signature]

Phyllis A. Nigris, Attorney-in-Fact

(Title)

Attorney-in-Fact



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **James Bromage, Phyllis A Nigris, Michael E Bromage**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Million Dollars (\$5,000,000.00).

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company, the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 3rd day January, 2012

NGM INSURANCE COMPANY By:

[Signature]

Bruce R Fox
Assistant Vice President, General
Counsel and Secretary

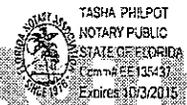


State of Florida,
County of Duval.

On this January 3rd, 2012, before me, a Notary Public of State of Florida in and for the County of Duval, duly commissioned and qualified, came Bruce R. Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid; that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 3rd day of January 2012.

[Signature]



I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 21st day of March 2014

[Signature]

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431, Attn: Bond Claims.

