

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

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7548704
Bid/RFP Title: VARLEY BUILDING DEMOLITION (36 PGS & ZIP FILE)

Opening Date & Time: 5/28/2014 11:00 AM

RIVIP Vendor ID #: 22861

Vendor Name: Manafort Brothers Inc.
Address: 414 New Britain Ave
Po Box 99
Plainville , CT 06062
USA

Telephone: 860-229-4853
Fax: 860-747-6543
E-Mail: estimating@manafort.com
Contact Person: Robert Lewandowski
Title: Regional Vice 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.

Solicitation Number: 7548704

Solicitation Title: Varley Building Demolition

BID FORM

Date: May 23, 2014

To: The Department of Administration, Division of Purchases
One Capitol Hill - Providence, Rhode Island 02908

Project: Varley Building Demolition
Eleanor Slater Hospital Consolidation Project
Pastore Center - Cranston, RI

Submitted by: Manafort Brothers Incorporated
Legal Name of Entity

414 New Britain Avenue, Plainville, CT 06062
Address

Jason Van Czak jvanczak@manafort.com
Contact Name Contact Email

860-229-4853 860-747-6543
Contact Telephone Contact Fax

1. BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Base Bid Price, (including the costs for all Allowances, Bonds, and Addenda):

\$1,491,000.00

(Base Bid Price in figures printed electronically, types or handwritten legibly in ink)

One million four hundred ninety one thousand dollars and zero cents

(Base Bid Price in words electronically, typed or handwritten legibly in ink)

Solicitation Number: 7548704

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2. ALLOWANCES

The Base Bid Price includes the following Allowances: (Collective Sum Total)

A. No. 1: Existing Road Repair:	<u>\$25,000</u>
B. No. 2: Construction Testing and Inspection	<u>\$25,000</u>
C. No. 3: Additional Hazardous Material Abatement:	<u>\$10,000</u>
Total Allowances:	<u>\$60,000</u>

3. BONDS

The Base Bid Price **includes** the costs for all Bid and Payment, and Performance Bonds required by the solicitation.

4. ADDENDA

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price **includes** the costs of any modifications required by the Addenda. All addenda must be acknowledged.

Addendum No.1, dated May 16, 2014

Addendum No.2, dated _____

Addendum No.3, dated _____

5. UNIT PRICES

The Bidder submits these predetermined Unit Prices as the Basis for any Change Orders approved in advance by the State. These Unit Prices include **all** costs, including labor, materials, services, regulatory compliance, overhead, and profit.

DESCRIPTION OF SERVICE	CONTRACTORS UNIT COST
Unit Price No. 1: Police Detail	
Provide police details that the Owner may direct outside of the Contractors responsibility to provide police details for the protection of the public.	
Local police daily rate per eight (8) hours	\$, 4 5 9 . 1 2
Local police one-half day rate per four (4) hours	\$, 2 2 9 . 5 6
State police daily rate per eight (8) hours	\$, 6 0 0 . 0 0
State police one-half day rate per four (4) hours	\$, 4 0 0 . 0 0
Unit Price No. 2: Additional Dumpsters	
Provide dumpster for use by Owner, Owners' workforce or Owner's subcontractors. This includes drop-off and pick-up of units as well as tipping fees for allowable loads.	
Twenty (20) yard roll-off dumpster	\$ 1 , 5 7 2 . 0 0
Thirty (30) yard roll-off dumpster	\$ 1 , 5 7 2 . 0 0
Forty (40) yard roll-off dumpster	\$ 1 , 5 7 2 . 0 0
Unit Price No. 3: Flag Person	
Provide a flag person to direct traffic on adjacent campus roads.	
Daily rate per eight (8) hours	\$, 5 1 2 . 0 0
One-half day rate per four (4) hours	\$, 5 1 2 . 0 0

Solicitation Number: 7548704

Solicitation Title: Varley Building Demolition

DESCRIPTION OF SERVICE	CONTRACTORS UNIT COST
Unit Price No. 4: Ledge/Rock Removal and Disposal	
Provide ledge rock removal and disposal with hammer; including the excavation, formation and compaction of sub-grade and the hauling/off-site disposal of surplus ledge/rock material.	
Per cubic yard rate for quantities between 0-500 CY	\$, 4 5 0 . 0 0
Per cubic yard rate for quantities 501 CY and above	\$, 1 5 0 . 0 0
Unit Price No. 5: Additional TCLPS	
Provide additional TCLPS in full compliance with all regulatory requirements, utilizing Owner's Hazardous Material consultant as may be requested by the Owner in addition to those required as part of the Base Bid.	
Twenty four hour turn-around	\$ 1 , 5 0 0 . 0 0
Forty eight hour turn around	\$, 8 2 2 . 0 0
Unit Price No. 6: Underground Tank Removal	
Provide legal removal and disposal of previously unidentified underground storage tanks (UST); including all appurtenant work such as disconnect from piping, pump out tank, purging, excavation, backfill, compaction, rigging, transportation, disposal; working with regulatory authorities, Owner and Design team; to remove the structure from the work site.	
UST less than 1,000 gallons	\$ 2 , 5 0 0 . 0 0
UST 1,001 to 1,500 gallons	\$ 5 , 0 0 0 . 0 0
UST 10,000 gallons and up (each)	\$ 12 , 0 0 0 . 0 0
Unit Price No. 7: Hazardous Liquid Removal	
Provide all services required for the collection, storage and legal disposal of previously unidentified fuel, oil, solvents, and other liquid materials classified as hazardous	
Normal hours (per one gallon)	\$, 5 0 0 . 0 0
Normal hours (per ten gallons)	\$, 5 0 0 . 0 0
Normal hours (per eleven to fifty gallons)	\$, 5 0 0 . 0 0
Normal hours (in excess of fifty gallons)	\$, 3 0 0 . 0 0
Unit Price No. 8: Contaminated Soil Removal	
Provide all services required to excavate, temporarily store and protect, remove and legally dispose previously unidentified contaminated soils as may be encountered.	
Normal hours (per CY rate, between 1-10 CY)	\$ 1 , 0 0 0 . 0 0
Premium time (per CY rate, between 1-10 CY)	\$ 1 , 5 0 0 . 0 0
Normal hours (per CY rate in excess of 11 CY)	\$ 1 , 0 0 0 . 0 0
Premium time (per CY rate in excess of 11 CY)	\$ 1 , 5 0 0 . 0 0
Unit Price No. 9: Additional Structural Fill	
Provide structural fill for additional areas as may be encountered.	
Per CY rate for quantities between 0-500 CY	\$, 8 0 . 0 0
Per CY rate for quantities 501 CY and above	\$, 6 0 . 0 0

Solicitation Number: 7548704

Solicitation Title: Varley Building Demolition

DESCRIPTION OF SERVICE	CONTRACTORS UNIT COST					
Unit Price No. 10: Additional General Fill						
Provide general fill for additional areas as may be encountered.						
1 cubic yard (for quantities between 0-500 CY)	\$			6	0	00
Unit Price No. 11: Additional Hazardous Material Abatement						
Provide legal abatement and disposal of additional previously unidentified hazardous materials as may be encountered.						
Thermal Systems Insulation (TSI) between 0-20 LF	\$			4	5	00
Thermal Systems Insulation (TSI) between 21-100 LF	\$			4	0	00
Floor Tile and Mastic quantities between 0-100 SF	\$			1	2	50
Floor Tile and Mastic quantities between 101-1,000 SF	\$				8	00
Caulking quantities between 0-100 LF	\$			3	0	00
Caulking quantities between 101-1,000 LF				2	0	00

BIDDER agrees to be bound by the unit prices provided herein.

7. CONTRACT TIME

If this Bid is accepted, the Bidder offers to perform the Work in accordance with the timeline specified below, based upon Summary of Work in Section 010100.

Start of Construction.....TBD

Substantial Completion 60 calendar days after Construction Start

Final Completion (Landscaping) 15 calendar days after Substantial Completion

8. LIQUIDATED DAMAGES

The successful Bidder awarded a Contract pursuant to this Solicitation shall be liable for and pay the state, as liquidated damages, and not as a penalty, the following amount for each calendar day of delay beyond the date for Substantial Completion and continuing until the Actual Date of Substantial Completion, as determined at the sole discretion of the State: Five hundred dollars (\$500) per day.

Solicitation Number: 7548704

Solicitation Title: Varley Building Demolition

BID FORM SIGNATURE(S)

This Bid Proposal is irrevocable for sixty (60) days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

Date: May 23, 2014

BIDDER _____

Manafort Brothers Incorporated _____

Name of Bidder _____

Signature (in ink) _____

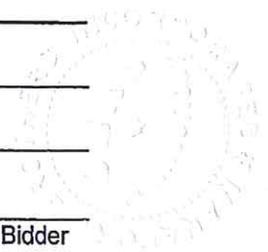
Justin A. Manafort, Sr., Vice President _____

Printed Name and Title of Person Signing on behalf of Bidder _____

22861 _____

Bidder's Contractor Registration Number _____

Corporate Seal:



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Manafort Brothers Incorporated
414 New Britain Avenue
Plainville, CT 06062

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
333 S. Wabash Ave.
Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

State of Rhode Island and Providence Plantations
One Capitol Hill
Providence, RI 02908

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Varley Building Demolition, Eleanor Slater Hospital Consolidation Project, Pastore Center - Cranston, RI,
Project Number 7548704

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

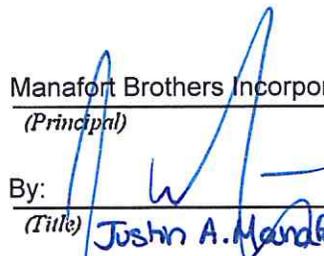
Signed and sealed this 28th day of May, 2014



(Witness)

Manafort Brothers Incorporated

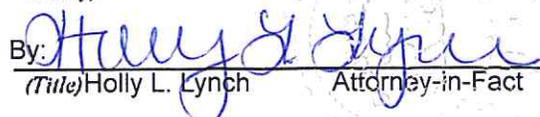
(Principal) (Seal)

By: 

(Title) Justin A. Manafort, Sr. - Vice President

Western Surety Company

(Surety) (Seal)

By: 

(Title) Holly L. Lynch Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gary J Giulietti, Douglas P Irvin, William B Bridgman, Holly L Lynch, Chelsy Aligizakis, Individually

of Farmington, CT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of November, 2013.



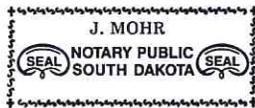
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of November, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28 day of May, 2014



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2013

ASSETS

Bonds	\$1,724,685,206
Stocks	23,751,064
Cash and short-term investments	15,700,560
Investment income due and accrued	20,454,904
Uncollected premiums and agents' balances	42,288,900
Net deferred tax asset	20,676,332
Other assets	8,794,561
Total Assets	<u><u>\$1,856,351,527</u></u>

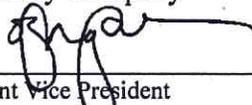
LIABILITIES AND SURPLUS

Losses	\$307,482,238
Reinsurance payable on paid losses and loss adjustment expenses	5,583,589
Loss adjustment expense	59,547,344
Contingent and other commissions payable	5,935,659
Unearned premiums	252,195,516
Advance premiums	5,072,293
Payable to parent, subsidiaries and affiliates	7,650,063
Other liabilities	7,270,652
Total Liabilities	<u><u>650,737,354</u></u>

Surplus Account:		
Capital paid up	\$4,000,000	
Gross paid in and contributed surplus	280,071,836	
Unassigned funds	<u>921,542,337</u>	
Surplus as regards policyholders		<u>\$1,205,614,173</u>
Total Liabilities and Capital		<u><u>\$1,856,351,527</u></u>

I, O. B. Magana, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2013, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By 
Assistant Vice President

Subscribed and sworn to me this 12th day of March, 2014.

My commission expires: "OFFICIAL SEAL"
KATHLEEN M. SCHROEDER
Notary Public, State of Illinois
My Commission Expires 08/16/15


Notary Public



**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: 7548704

Bid/RFP Title: Varley Building Demolition

RIVIP Vendor ID#: 22861

Vendor Name: Manafort Brothers Incorporated

Address: 414 New Britain Avenue, Plainville, CT 06062

Telephone: 860-229-4853

Fax: 860-747-6543

E-Mail: jusmanafort@manafort.com

Contact Person and Title: Justin A. Manafort, Sr., Vice President,

Manafort Brothers Incorporated, 414 New Britain Ave.,
Plainville, CT 06062 (Company Name & Address) (hereafter

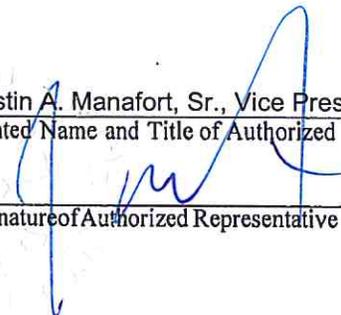
"bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13- 3.1 because bidder meets one of the following qualifications (check):

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

- C. Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D. Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E. Bidder will not perform work on the awarded contract except through subcontractors (non performance);
- F. 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).

Justin A. Manafort, Sr., Vice President
Printed Name and Title of Authorized Representative

May 23, 2014
Date


Signature of Authorized Representative

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)

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NAME Manafort Brothers Incorporated

ADDRESS 414 New Britain Avenue

(REMITTANCE ADDRESS, IF DIFFERENT) _____

CITY, STATE AND ZIP CODE Plainville, CT 06062

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** C.F.O **DATE** 5-23-14 **TEL NO.** 860-229-4853

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.

EXP. DATE

REGISTRANT'S NAME

29097 11/1/16

HAMFORD BROTHERS INCORPORATE

AUTHORIZED REPRESENTATIVE

JAMES HAMFORD, JR.

DRIVER'S LICENSE #

CT 004051021

EXECUTIVE DIRECTOR

George A. Hatten



State of Rhode Island and Providence Plantations
DEPARTMENT OF HEALTH
HEALTHY ENVIRONMENT TEAM – ASBESTOS PROGRAM
ASBESTOS ABATEMENT CONTRACTOR LICENSE

Pursuant to Title 23, Chapter 24.5 of the General Laws of Rhode Island (the Act) and the Rhode Island Rules and Regulations for Asbestos Control and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to act as an Asbestos Abatement Contractor. This license is subject to all applicable provisions of the Act and all applicable rules, regulations and orders of the Rhode Island Department of Health-Office of Occupational and Radiological Health now or hereafter in effect and to any conditions specified below.

Licensee: MANAFORT BROTHERS INCORPORATED
Address: 414 NEW BRITAIN AVENUE
PLAINVILLE CT 06062
License Number: LAC-238
Expiration Date: 01/30/2015

Asbestos Abatement Activities Authorized: Removal, encapsulation or enclosure of asbestos containing material in accordance with Part B of the Rhode Island Rules and Regulations

For a listing of site supervisors that are associated with this license please visit our website at the following web address:

<http://www.health.ri.gov/hsr/professions/license.php>

At least one Asbestos Abatement Site Supervisors must be physically present whenever any on-site work is being performed in conjunction with an approved asbestos abatement project. The photo ID issued by the Agency must be clearly displayed by an Asbestos Abatement Site Supervisor at all times while supervising an approved asbestos abatement project. Except as specifically provided otherwise in this license, the licensee shall conduct his program in accordance with statements, procedures and representations contained in the documents, including any enclosures. The Rhode Island Rules and Regulations for Asbestos Control shall govern unless the statements, representations and procedures in the licensee's application and correspondence are more restrictive than the regulations.

Rosemary Sheets
Supervising Industrial Hygienist
Health Professionals Regulation