

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

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFPNumber:** 7548984A1  
**Bid/RFP Title:** COMMAND READINESS CENTER/SCHOFIELD ARMORY SITE CONSTRUCTION/RE-DESIGN-ADD. 1 (13 PGS & ZIP FILE)

**Opening Date & Time:** 9/22/2014 10:30 AM

**RIVIP Vendor ID #:** 1943

**Vendor Name:** D'Ambra Construction Co., Inc.  
**Address:** 800 Jefferson Blvd  
Warwick , RI 02886-2275  
USA

**Telephone:** (401) 737-1300  
**Fax:** (401) 732-4725  
**E-Mail:** ltaylor@d-ambra.com  
**Contact Person:** Lee Taylor  
**Title:** Vp  
**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](http://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](http://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](http://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](http://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](http://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. 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](http://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 #: 7548984

Solicitation Title: COMMAND READINESS CENTER/SCHOFIELD  
ARMORY SITE CONSTRUCTION-RE-DESIGN

**BID FORM (REVISED 9-16-14)**

To: The State of Rhode Island Department of Administration  
Division of Purchases, 2<sup>nd</sup> Floor  
One Capitol Hill, Providence, RI 02908-5855

Bidder: D'Ambra Const. Co. Inc.  
Legal name of entity  
800 Jefferson Blvd., Warwick, RI 02887  
Address (street/city/state/zip)  
John A. Oliver joliver@d-ambra.com  
Contact name Contact email  
401-737-1300 401-732-4725  
Contact telephone Contact fax

**1. BASE BID PRICE**

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

\$ 1,495,000.00  
(base bid price in figures printed electronically, typed, or handwritten legibly in ink)  
one Million Four Hundred Ninety Five Thousand Dollars.  
(base bid price in words printed electronically, typed, or handwritten legibly in ink)

• **Allowances**

The Base Bid Price **includes** the costs for the following Allowances:

No. 1: Quantities and Payment of Unanticipated Unsuitable Soils:

a. The Contractor shall carry in the Base Bid for 100 cubic yards for removal of unanticipated unsuitable materials and replacement with compacted in place, as directed herein. The Base Bid shall cover all costs related to such excavation, removal off site, and replacement with compacted fill of approved material, overhead, and profit. No amount other than that herein specified will be paid by the Owner for excavation herein defined.

i. If the total quantity of unanticipated unsuitable materials and its replacement with compacted fill exceeds the amount included in the Contract as

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ARMORY SITE CONSTRUCTION-RE-DESIGN

listed above, the Owner shall pay the excess excavation and replacement at the unit price of \$30.00 per cubic yard.

ii. If the total quantity of unanticipated unsuitable material and its replacement with compacted fill is less than the amount included in the contract as listed above, the contract sum will be decreased by the difference in excavation and its replacement multiplied by the unit price of \$27.00 per cubic yard.

No. 2: Quantities and Payment of Rock Excavation:

a. The Contractor shall include in his base bid 100 cubic yards of Bulk Excavation rock and its removal from site.

i. If the total amount of rock within bulk excavation exceeds the amount included in the Contract hereinabove, the Owner shall pay for the excess amount of rock within bulk excavation at the Unit Price of \$120.00 per cubic yard.

ii. If the total amount of rock within bulk excavation is less than the amount included in the Contract hereinabove, the Contract sum will be decreased by the difference in amount multiplied by Unit Price of \$108.00 cubic yard.

b. The Contractor shall include in his base bid 100 cubic yards of trench rock and its removal from site.

i. If the total amount of trench rock exceeds the amount included in the Contract hereinabove, the Owner shall pay for the excess amount of trench rock at the Unit Price of \$200.00 per cubic yard.

ii. If the total amount of trench rock is less than the amount included in the Contract hereinabove, the Contract sum will be decreased by the difference in trench rock multiplied by the Unit Price of \$180.00 per cubic yard.

**Bonds**

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

• **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: 9/10/14

Addendum No. 2 dated: \_\_\_\_\_

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Addendum No. 3 dated: \_\_\_\_\_

Addendum No. 4 dated: \_\_\_\_\_

Addendum No. 5 dated: \_\_\_\_\_

Addendum No. 6 dated: \_\_\_\_\_

2. **ALTERNATES** (*Additions/Subtractions* to Base Bid Price)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase or reduce the Base Bid Price by the amount set forth below for each Alternate selected.

Check "Add" or "Subtract."

Add  Subtract Alternate No. 1: Contractor shall design, furnish, and install one (1) factory built, factory delivered, above-ground guard booth mounted on the existing cast-in-place structural concrete base and shall provide all necessary internal supports, controls, utility connections, and other necessary appurtenances.

The building shall be in accordance with Section 13 34 23 of the Contract Specifications for the Pre-fabricated Steel Guard Building.

\$ 68,000.00  
(amount in figures printed electronically, typed, or handwritten legibly in ink)  
Sixty Eight Thousand Dollars.  
(amount in words printed electronically, typed, or handwritten legibly in ink)

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ARMORY SITE CONSTRUCTION-RE-DESIGN

Add  Subtract Alternate No. 2: Contractor shall install a new entrance sign with associated shrubs and landscaped area as depicted on the Bioretention Area 3 & Sign Detail Plan, Sheet L1.1.

Sign shall be installed in accordance with the provided detail and shop drawings shall be submitted to the owner prior to any purchasing or construction. The sign legend, font and size shall be determined during the review of the shop drawings. The sign material shall be 3'x8' reinforced redwood panel, double sided, or an approved equal. Samples shall be submitted to the owner for approval to determine the background color. The contractor shall coordinate the 15" diameter logos to be installed on the stone columns with the owner.

The sign support shall be constructed as a 2'x2' stone column. The columns shall be furnished with angular cut stone in random sizes not to exceed 12"x18" and shall be face laid with tight recessed mortar joints and a flat face finish. Shop drawings shall be submitted to the owner and architect for both the stone finish and all hardware required for connections to the columns. The stone columns shall be connected to a concrete footing with a depth of 3'-6" reinforced with #4 bars at 12" on center.

The shrubs, flowers and landscaped area shall be installed by a qualified landscape contractor in the location depicted on the plans. Shrubs and other plantings shall be planted in accordance with the drawings and specifications. The Contractor shall be responsible to water the shrubs and flowers as required for the duration of the project. Following completion of the project, watering shall be the responsibility of the Owner. The Contractor is responsible to provide new vegetation within the limit of disturbance as depicted on the landscape plan.

\$ 25,000.00

(amount in figures printed electronically, typed, or handwritten legibly in ink)

Twenty Five Thousand Dollars.

(amount in words printed electronically, typed, or handwritten legibly in ink)

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ARMORY SITE CONSTRUCTION-RE-DESIGN

3. 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.

Remove and Replace 8" Drain Pipe - Unit Price No. 1:

\$ 50.00  
(per linear foot) (amount in figures printed)  
FIFTY Dollars  
(per linear foot) (amount in words printed)

Contractor shall provide a unit price to remove and replace 8" drain pipe with new 8" drain pipe. All removal and disposal of pipe shall be done in accordance with Section 31 11 00 of the Contract Specifications for Site Preparation. All replacement of damaged pipe shall comply with Section 33 40 00 Storm Drainage. All pipe segments replace shall be done using corrugated double wall (smooth interior) HDPE pipe. As required within the specifications, shop drawings shall be submitted for pipe materials. It shall be the Contractor's responsibility to maintain existing inverts where pipe segments are to be replaced.

Remove and Replace 10" Drain Pipe - Unit Price No. 2:

\$ 65.00  
(per linear foot) (amount in figures printed)  
SIXTY FIVE Dollars  
(per linear foot) (amount in words printed)

Contractor shall provide a unit price to remove and replace 10" drain pipe with new 10" drain pipe. All removal and disposal of pipe shall be done in accordance with Section 31 11 00 of the Contract Specifications for Site Preparation. All replacement of damaged pipe shall comply with Section 33 40 00 Storm Drainage. All pipe segments replace shall be done using corrugated double wall (smooth interior) HDPE pipe. As required within the specifications, shop drawings shall be submitted for pipe materials. It shall be the Contractor's responsibility to maintain existing inverts where pipe segments are to be replaced.

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Solicitation Title: COMMAND READINESS CENTER/SCHOFIELD  
ARMORY SITE CONSTRUCTION-RE-DESIGN

4. CONTRACT TIME

The Bidder offers to perform the work in accordance with the timeline specified below:

- Start of construction: Within 7 days of issuance of Purchase Order
- Substantial completion: September 30, 2015
- Final completion: September 30, 2015

5. LIQUIDATED DAMAGES

There are no Liquidated Damages under this Contract.

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This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

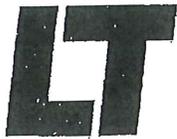
If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and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

BIDDER

Date: 9/22/14

D'Ambra Const. Co. Inc.  
Name of Bidder  
John A. Oliver  
Signature in ink  
John A. Oliver, Vice Pres.  
Printed name and title of person signing on behalf of Bidder  
# 00002488  
Bidder's Contractor Registration Number



**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:** 7548984 A1

**Bid/RFP Title:** Command Readiness Center / Schafiehl Army Site Construction Re-Design

**RIVIP Vendor ID#:** 1943

**Vendor Name:** D'Ambra Const. Co. Inc.

**Address:** 800 Jefferson Blvd, Warwick, RI 02887

**Telephone:** 401-737-1300

**Fax:** 401-732-4725

**E-Mail:** soliver@d-ambra.com

**Contact Person and Title:** John A. Oliver, Vice Pres.

D'Ambra Const. Co. Inc

800 Jefferson Blvd, Warwick, RI (Company Name & Address) (hereafter

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

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

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

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

John A. Oliver, Vice Pres.  
Printed Name and Title of Authorized Representative

9/22/14  
Date

[Signature]  
Signature of Authorized Representative

rein, for the purpose of the remedy the Union may pursue, is covered in Article XX  
rein.

The New England Laborers' Training Trust Fund shall meet the requirements of  
Federal and State Laws regarding the same, including the Internal Revenue Service.

#### ARTICLE XVII A

##### RHODE ISLAND LABORERS' APPRENTICESHIP PROGRAM

Section 1. New applicants for membership who cannot provide reasonable  
proof of 4,000 or more hours of employment as a Construction Craft Laborer (or,  
alternatively, cannot demonstrate equivalent skills through a contractor or through an  
administration administered by the Joint Apprenticeship and Training Committee (JATC))  
shall, whenever possible, enter the Apprenticeship program. Any person entering but  
failing to maintain and complete his or her Apprenticeship shall not be employed by the  
Employer as a Journey Worker under this Agreement. The failure of any Apprentice to  
maintain his or her Apprenticeship status shall obligate the Employer to discharge such  
person upon notice from the Union.

Section 2. The Apprenticeship and Training Standards approved by the U.S.

Department of Labor, Bureau of Apprenticeship and Training and the Rhode Island State  
Apprenticeship Council are hereby incorporated by reference as a part of this Agreement.

Section 3. The Apprenticeship wage rates:

<u>Hours of Credit</u>	<u>Wage Rate</u>
0 - 999	60% of Journey Worker
1,000 - 1,999	70% of Journey Worker
2,000 - 2,999	80% of Journey Worker
3,000 - 3,999	90% of Journey Worker
over - 4,000	Journey Worker

Section 4. The Employer may pay a higher rate at its option. The Employer  
refuses to notify the JATC if this option is exercised.

Section 5. The Employer shall pay an Apprentice the full fringe benefit package

as described in this contract.

Section 6. The Employer shall participate in the Apprenticeship Program by  
accepting apprentices for employment upon referral by the Union. It is the intent of  
the parties that this provision will not result in the displacement of Journey Workers.  
Nothing contained in this section is intended to contradict the language found in Section  
1 above.

Section 7. The Employer may not employ an Apprentice until at least one  
Journey Worker is employed and thereafter may not employ more than one (1) Apprenti-  
ce for every additional five (5) Journey Workers.

Section 8. An Apprentice should, whenever possible, be rotated by the  
Employer through different types of work so as to become trained in a variety of  
operations and work skills.

Section 9. An Apprentice shall not work on the jobsite unless supervised by a  
Journey Worker, unless the Employer deems it unfeasible.

Section 10. An Apprentice shall not be penalized for taking off from work to  
attend offsite training (though time off for training is unpaid).

#### ARTICLE XVII B

##### NEW ENGLAND LABORERS' LABOR-MANAGEMENT

##### COOPERATION TRUST FUND

Section 1. Each employer agrees to pay Fifteen (15¢) Cents per hour worked  
by each employee covered by the terms of this Agreement to a fund known as the "New  
England Laborers' Labor-Management Cooperation/Trust Fund.

Any future increase of contributions to the New England Laborers' Labor-  
Management Cooperation Trust Fund shall be made in accordance with Article X of this  
Agreement.

Section 2. Said Sums will be paid into said Fund not later than the twentieth  
day of each and every month for hours worked by said employee up to the end of the lar-  
ge complete payroll period of the preceding calendar month. The Fund will be administered

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives the 4 day of June A. D., 2013.

CONSTRUCTION INDUSTRIES OF  
RHODE ISLAND (CIRI)

RHODE ISLAND LABORERS'  
DISTRICT COUNCIL of the  
Laborers' International  
Union of North America AFL-CIO  
on behalf of Local Union 271,  
Providence, Rhode Island

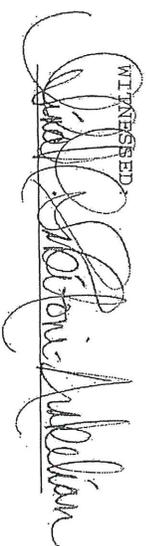
  
STEPHEN A. CARDINI, JR.  
President 6/4/13

  
MICHAEL F. SABITONI  
Business Manager  
410 South Main St.  
Providence, Rhode Island 02903  
Tel.: (401) 751-6565

Execution date: 6/3/13

CONSTRUCTION & GENERAL LABORERS'  
LOCAL UNION 271

  
MICHAEL F. SABITONI  
Business Manager

WITNESSED  


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)

[Empty SSN boxes]

05 0352104

NAME D'Ambra Const. Co. Inc.

ADDRESS 800 Jefferson Blvd.

(REMITTANCE ADDRESS, IF DIFFERENT) \_\_\_\_\_

CITY, STATE AND ZIP CODE Warwick, RI 02887

CERTIFICATION: Under penalties of perjury, I certify that:

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

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

**PLEASE SIGN HERE**

SIGNATURE [Signature] TITLE Vice Pres. DATE 9/23/14 TEL NO. 401-737-1300

**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.

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

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we D'Ambra Construction Co., Inc.
800 Jefferson Blvd., Warwick, RI 02888
as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183
a corporation duly organized under the laws of State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto
State of Rhode Island and Providence Plantations
One Capitol Hill, Providence, RI 02908
as Obligee, hereinafter called the Obligee, in the sum of

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

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

Bid/RFP #7548984 "Command Readiness Center/Schofield Armory Site Construction/Redesign"

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

Signed and sealed this 22nd of September, 2014.

[Signature]
(Witness)

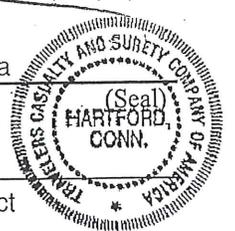
D'Ambra Construction Co., Inc.
(Principal) (Seal)

BY: [Signature]
(Title) Esq.

[Signature]
(Witness)

Travelers Casualty and Surety Company of America
(Surety)

BY: [Signature]
(Title) Attorney-in-Fact





POWER OF ATTORNEY

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

Surety Bond No. Bid Bond

Principal: D'Ambrra Construction Co., Inc.

OR

Project Description: Bid/RFP #7548984 "Command Readiness Center/Schofield Army Site
obligee: State of Rhode Island and Providence Plantations

Construction/Redesign"

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint William F. Hertel of the City of East Greenwich, State of RI, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of September, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

[Signature]

On this the 10th day of September, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of September, 2014



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.