

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

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7549022
Bid/RFP Title: ANTI-GRAFFITI COATING & GRAFFITI ABATEMENT-PAWTUCKET (2014-CE-077) (46 PGS)

Opening Date & Time: 10/8/2014 1:00 PM

RIVIP Vendor ID #: 8522

Vendor Name: Martone Service Company
Address: 22 Sextant Lane
Narragansett , RI 02882
USA

Telephone: (401) 792-3847
Fax: (401) 792-3717
E-Mail: mike@martonepainting.com
Contact Person: Michael R. Martone
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.



Request for Quote

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

CREATION DATE : 23-SEP-14
BID NUMBER: 7549022
TITLE: ANTI-GRAFFITI COATING & GRAFFITI
ABATEMENT-PAWTUCKET (2014-CE-077)

BLANKET START : 01-OCT-14
BLANKET END : 15-DEC-14
BID CLOSING DATE AND TIME:08-OCT-2014 01:00:00

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

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T
O
DOT ACCOUNTS PAYABLE
TWO CAPITOL HILL, RM 230
SMITH ST
PROVIDENCE, RI 02903
US

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DOT CONTRACT ADMINISTRATION
TWO CAPITOL HILL, RM 112
SMITH ST
PROVIDENCE, RI 02903
US

Requisition Number: 1387651

Line	Description	Quantity	Unit	Unit Price	Total
1	DOT; 10/1/14-12/15/14; BID A TOTAL PRICE INCLUDING ALL MATERIALS, LABOR, EQUIP., TRAFFIC CONTROLS & INCIDENTALS TO COMPLETE THE ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT ACCORDING TO BID PLANS & SPECS. ADVERTISE DATE- 9/24/14 PRE-BID-09/29/14 BID DUE DATE- 10/8/14@1PM BID OPENING DATE- 10/8/14@1PM DOT CONTACT- EVERETT SAMMARTINO 222-2495 X4427	1.00	Each		\$94,077.00

Ninety-four thousand seventy-seven dollars

MRM

Delivery: _____

Terms of Payment: _____

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



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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

Telephone: (401) 462-8000
TTY: Via RI Relay 711

Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: 
Michael R Martone

Title: President

Subscribed and sworn before me this 8th day of October, 2014



Notary Public Jennifer Illuzzi
My commission expires: February 22, 2016

JENNIFER ILLUZZI
Notary Public-State of Rhode Island
My Commission Expires
February 22, 2016

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

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **MARTONE SERVICE CO., INC., 22 Sextant Lane, Narragansett, Rhode Island** as Principal, hereinafter called the Principal, and **NGM INSURANCE COMPANY** a corporation duly organized under the laws of the State of **Florida** as Surety, hereinafter called the Surety, are held and firmly bound unto **STATE OF RHODE ISLAND**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Amount of the Attached 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.

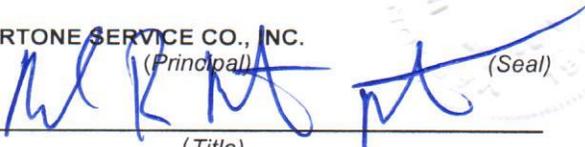
WHEREAS, the Principal has submitted a bid for **Anti-Graffiti Coating & Graffiti Abatement – Pawtucket (2014-CE-077); Bid No. 7549022**

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 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 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.

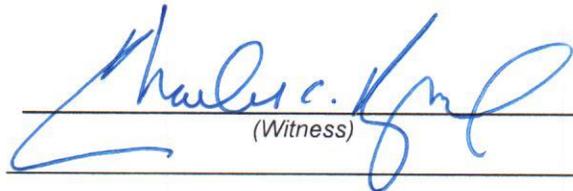
Signed and sealed this 8th of **October, 2014**



(Witness)

MARTONE SERVICE CO., INC.
(Principal) (Seal)
By: 

(Title)



(Witness)

NGM INSURANCE COMPANY
(Surety) (Seal)
By: 
Denise A. Chianese, (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 **David J Byrne III, Denise A Chianese, Charles A Byrne** -----

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:

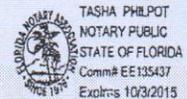
Bruce R Fox
Assistant Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this January 3rd, 2012 before the subscriber 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.



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

8th day of October 2014

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.



Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above Martone Service Co., Inc	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.) 22 Sextant Lane	Requester's name and address (optional)
City, state, and ZIP code Narragansett, RI 02882	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number
05 0491548

Part II 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: (a) I am exempt from backup withholding, or (b) 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 (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 10/8/14
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Richard Pawlak
99 Cape Drive
Mashpee MA 02649

Artist

508.397.0226
rpawlak@capecod.net

www.richardpawlak.com
www.zhibit.org/richardpawlak

SUBMITTAL

I am pleased to submit six images in order to demonstrate the level of workmanship that we have performed in two recent projects.

The four interior shots are of the historic restoration of artist work in St Peter's by the Sea in 2013. The existing plaster had deteriorated to an extent that the entire Wall area and Arch in the Altar Sanctuary had to be removed.

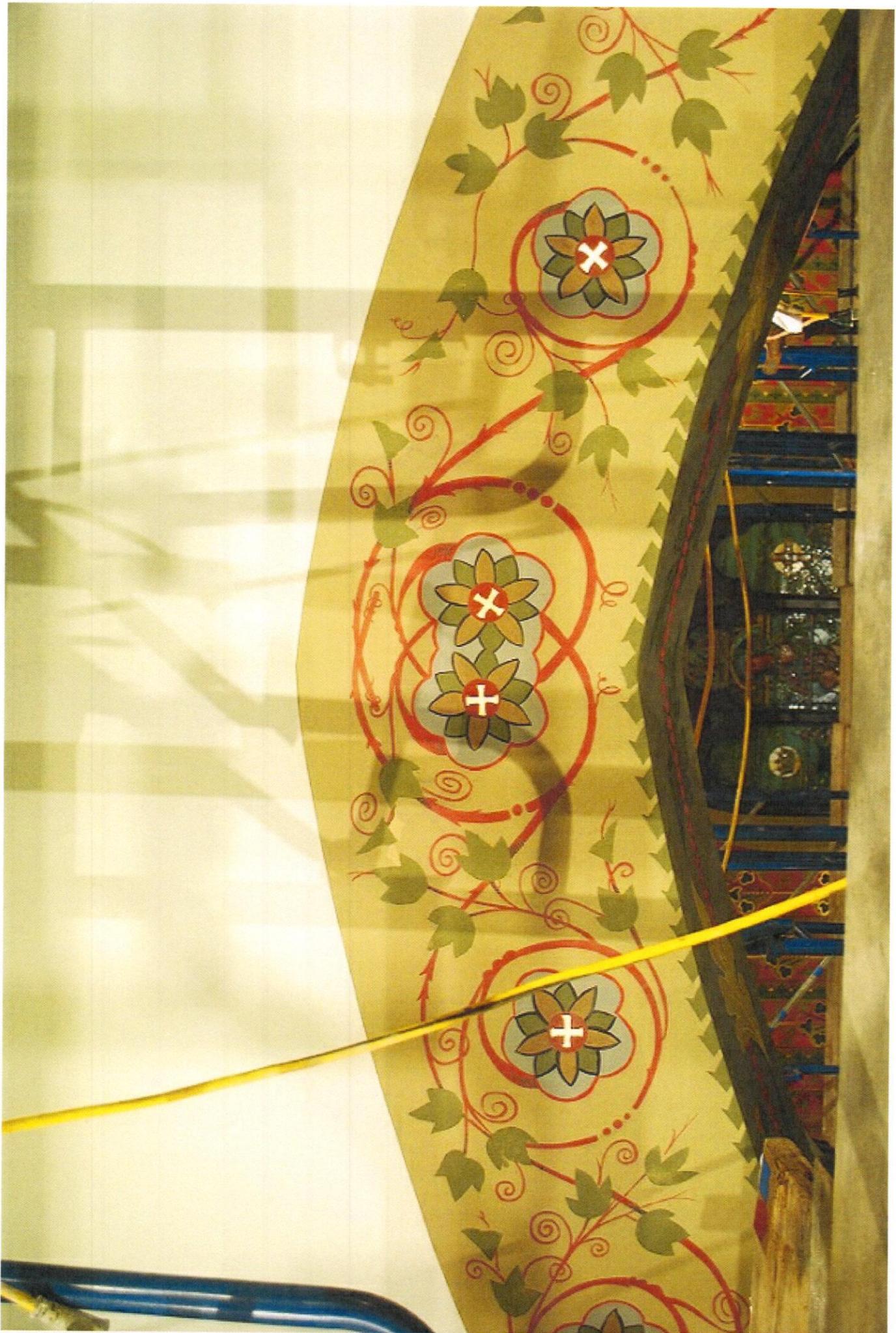
Before demolition we had documented with photos, tracings, and saving some existing wall sections for color matching.

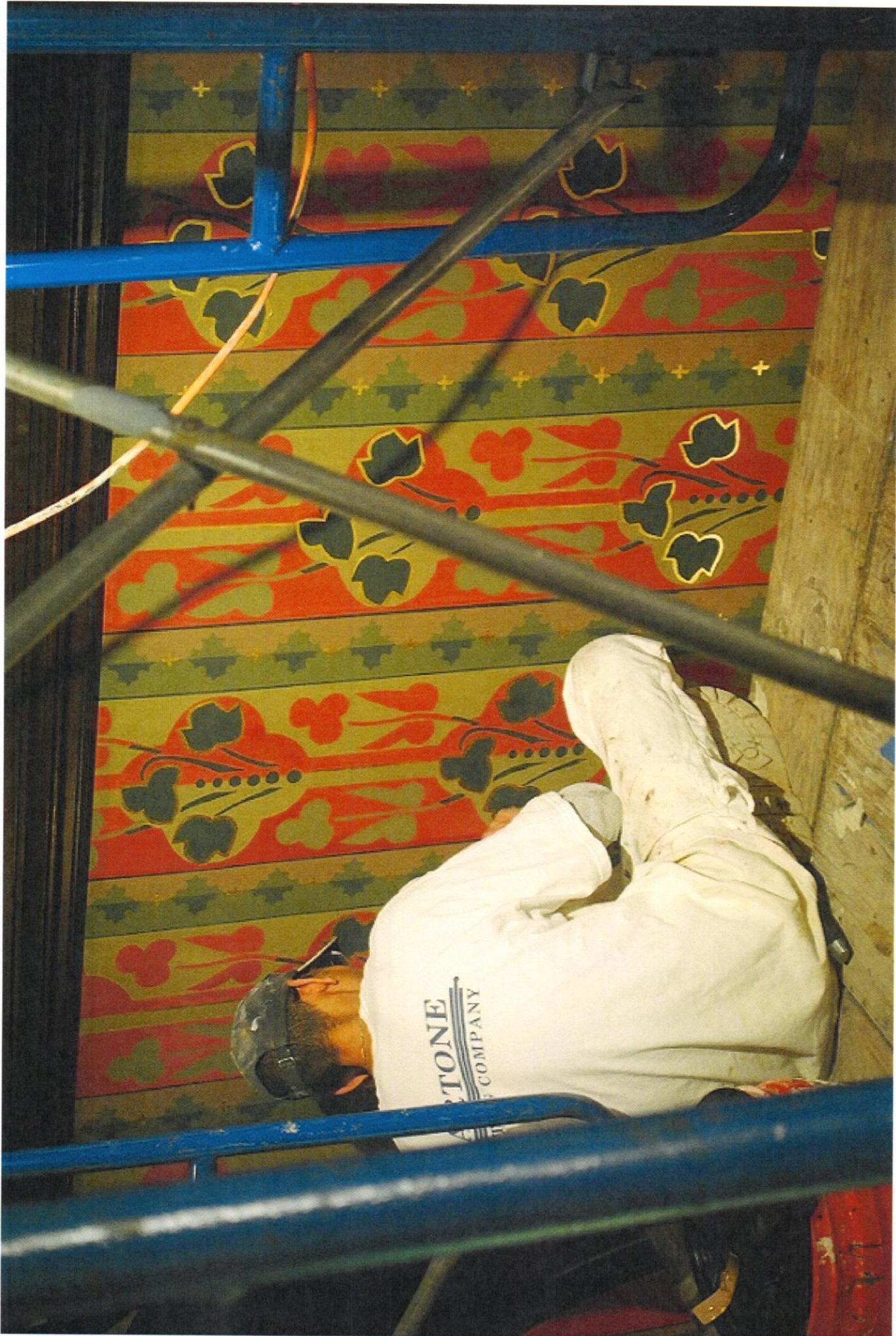
We duplicated the entire artist imagery with stenciling and hand painting.

The two shots of the City Seals were also an historic restoration done in 2014. The plaster had deteriorated and was repaired. The Seals were then repainted.











1625
1640

WANANET

1792

QUINCY

1888





1640

1792

1888

MANBETZ

QUINCY

Richard Pawlak
99 Cape Dr
Mashpee MA 02649

Artist

508.397.0226
rpawlak@capecod.net

www.richardpawlak.com
www.zhibit.org/richardpawlak

Richard is a highly skilled and versatile artist. He is multi-talented with 33 years of experience working with the building trades.

Richard's skills include: Gilding, Application of glazes, Painted Stenciling, Historic restoration
Application of Artisan Plaster, Painted Murals and other artistic finishes.

Richard Pawlak attended New England School of Art in Boston and graduated Montserrat School of Art, Beverly, MA in 1981.

Notable Projects:

- 2014 Ink Block Boston, MA**
Painted stylized door numbers on 136 doors
Contractor: McAdam Painting
- 2014 City of Quincy, MA**
Restored two Historic City Seals
- 2014 Ritz Carlton Presidential Suite, Boston, MA**
Gild and patina two large wood mirror frames
Contractor: Corderman & Company, Inc
- 2014 The AVA, Prudential Center, Boston**
Painted Mural in Parking Elevator Lobby
Contractor: ML McDonald Company
- 2013 Pacific Heights, 500 Boylston Street, Boston, MA**
Applied 3,000 s.f. of Venetian Plaster Decorative wall finish
Contractor: McAdam Painting Inc
- 2013 Saks Fifth Avenue, Boston**
Applied decorative wall finish for Celine store
Contractor: ML McDonald Company
- 2013 Tufts University, Wren and Haskell Halls**
Applied painted murals on two brick walls
Contractor: ML McDonald Company
- 2013 Harvard University, Memorial Hall**
Historic Repair of water damage on painted plaster wall panels
Contractor: ML McDonald Company
- 2013 Google, Cambridge, MA**
Apply painted mural on Elevator Lobby Walls
Contractor: ML McDonald Company
- 2013 Cheesecake Factory, Braintree Mall**
Repaint Faux Finish on Main Entrance wall panel
Contractor: Best Painting Corp

- 2013 St Peter's by the Sea Church, Narragansett, RI**
Historic Restoration: National Register
Total restoration of artwork on new plaster walls
Contractor: Martone Painting
- 2012 Durgin Park, Logan Airport, Boston MA**
Apply Decorative Faux Finish in Dining Room Walls
Contractor: ACK Painting
- 2012 Back Deck, Boston, MA**
Apply Decorative Faux Finish in Restaurant Dining Room Walls
Contractor: McAdam Painting
- 2012 First Parish Church, Quincy, MA**
Historic Restoration: National Register
Layout and gild 23.5K gold numerals and Hands
on four 8 ft diameter Clock Faces
Contractor: ML McDonald Company
- 2011 Legal Seafoods Harborside, Boston**
Applied painted faux finish to columns in Dining and Grand Stairway areas
Contractor: Best Painting Corp
- 2011 Marriott Long Wharf, Boston**
Applied Artisan Plaster to walls in Main Lobby
Contractor: ML McDonald Company
- 2011 Sheraton, Boston**
Applied aluminum leaf finish on Feature Wall in Grand Ballroom
Contractor: Paint Systems of New England
- 2011 470 Atlantic Avenue, Boston**
Applied artisan plaster finish on Elevator Lobby walls
Contractor: John M Kennedy & Co Inc
- 2010 St Thomas Moore Church, Narragansett, RI**
Applied 23.5K Gold Leaf to 4 copper crosses
Contractor: Martone Painting, Inc
- 2010 Microsoft, Cambridge, MA**
Painted City Scape Murals
Contractor: ML McDonald Company
- 2009 45 Province Street, Boston**
Applied Artisan Plaster on walls in Main Lobby
Contractor: ML McDonald Company
- 2009 One Marina Park, Boston**
Applied Artisan Plaster on walls and ceiling in Main Lobby and
Elevator Lobbies
Contractor: McAdam Painting Inc
- 2008 Hanover Theater, Worcester, MA**
On Vault above Proscenium; Applied painted faux roping and dental
to mimic existing plaster molding
Contractor: Bar and Bar, Inc
- 2008 Marriott Long Wharf, Boston**
Applied Artisan Plaster on walls in Main Ballroom
Contractor: ML McDonald Company

- 2008 40 Broad Street, Boston**
Applied artisan plaster on Feature Walls in Main Lobby
Contractor: John M Kennedy & Co Inc
- 2007 Ritz Carlton Boston Common**
Gilded 3,000 s.f. Aluminum Leaf Ceiling and
Artisan Plaster Feature Wall in New Ballroom
Contractor: Corderman & Company, Inc
- 2007 Novelle Sales Office, Natick Mall**
Applied artisan plaster finish on Office Front Wall
Contractor: East Coast Spraying
- 2007 Twin Rivers, Lincoln, RI**
Applied painted fantasy finish to 20 Columns
Contractor: ML McDonald Company
- 2007 Arclight Capital Planners, Hancock Tower, Boston**
Applied Fuax "Travertine" finish to Walls in Office Elevator Lobby
Contractor: ML McDonald Company
- 2007 Sheraton, Boston**
Repair Gilded Ceiling in Main Lobby
Contractor: ML McDonald Company
- 2007 Sports Club LA, Millennium, Boston**
Layout and paint multi colored pattern on Feature Wall
Contractor: McAdam Painting Inc
- 2006 Adams House, Harvard University, Cambridge, MA**
Historic Restoration: Repair water damaged area to match existing trompe l'œil
Contractor: John M Kennedy & Co Inc
- 2006 Loeb House, Harvard University, Cambridge, MA**
Historic Restoration: Applied faux wall finish in Foyer and Ballroom to
match existing walls.
Contractor: John M Kennedy & Co Inc
- 2006 80 Broad Street, Boston**
Applied artisan plaster to walls in Main Lobby
Contractor: ML McDonald Company
- 2006 Clarendon Sales Office, Newbury Street, Boston**
Applied artisan plaster to Reception Area walls
Contractor: Sentry Painting Inc
- 2005 80 Liberty Mutual, Boston**
Gilded 23.5 exterior letters
Contractor: ML McDonald Company
- 2005 CGIS Building, Harvard University, Cambridge, MA**
Applied aluminum leaf gild to 3000 s.f. ceiling
Contractor: ML McDonald Company
- 2005 Baker Library, Harvard Business School, Cambridge, MA**
Historic Restoration: Glaze Ceiling truss moldings to match existing
Contractor: John M Kennedy & Co Inc

- 2005 New York Life, Westwood, MA**
Applied artisan plaster to Office and Reception Area walls
Contractor: Sentry Painting Inc
- 2005 40 Trinity Place, Boston**
Repair painted faux "travertine" finish to match existing
Contractor: McAdam Painting Inc
- 2005 New England Life Building, Boston, MA**
Gilded coffered ceiling to match existing finish
Contractor: ML McDonald Company
- 2004 One Charles Street, Boston, MA**
Applied artisan plaster to Main Lobby walls
Contractor: McAdam Painting Inc
- 2004 Boston Harbor Hotel, Boston, MA**
Repaired damaged faux finish in 4 Function Rooms
Contractor: John M Kennedy & Co Inc
- 2004 Calderwood Theater at the BCA, Boston, MA**
Composition leaf gild on Procenium
Contractor: Drywall Ltd.
- 2004 Thomas Lee, 100 Federal Street, Boston**
Applied artisan plaster finish to Office walls
Contractor: John M Kennedy & Co Inc
- 2003 Sullivan & Worcester, One post Office Square, Boston**
Applied artisan plaster to Office walls
Contractor: John M Kennedy & Co Inc
- 2003 Park Plaza Hotel, Boston**
Painted striping and logo on Guest Room Doors
Contractor: ML McDonald Company
- 2002 Ritz Carlton Hotel, Boston**
23K gild to ornamental Ceilings in Main Lobby
Contractor: ML McDonald Company
- 2002 Hermes, Boston**
Applied artisan plaster to entire store walls.
Contractor: ML McDonald Company
- 2002 Ritz Carlton Banquet Room, Boston**
Applied artisan plaster to walls.
Contractor: Shawmut Design and Construction
- 2002 Temple Israel, Boston**
Gilded "Ark" in Main sanctuary
Contractor: ML McDonald Company
- 2002 Wellesley Hills Congregational Church, Wellesley, MA**
Stencil Nave ceiling and walls
Contractor: John M Kennedy & Co Inc