

Solicitation #: 7549186PH2

Solicitation Title: Renovation and Addition of Fogarty Life Science

**BID FORM**

To: The Department of Administration, Division of Purchases  
One Capitol Hill, Providence, RI 02908

Project: RIC School of Nursing Addition and Renovation  
Rhode Island College  
Providence, RI

Bidder:

Bacon Construction Co., Inc.  
Legal name of entity

241 Narragansett Park Dr. East Providence, RI 02916  
Address

George L. Agostini                      stevea@baconconstruction.com  
Contact name                                      Contact email

401-431-1200                                      401-431-0049  
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):

\$ 4,768,700

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

Four million seven hundred sixty-eight thousand seven hundred  
(Base Bid Price *in words* electronically, typed, or handwritten legibly in ink)

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• **ALLOWANCES**

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

1. <b>Concealed Existing Conditions Repair Allowance</b>	<b>\$10,000</b>
2. <b>Exterior improvements Allowance</b>	<b>\$35,000</b>
3. <b>Unit Price Totals</b>	<b>\$25,000</b>

**Total Allowances:** **\$70,000**

• **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 4-17-2015

Addendum No. 7 dated 6-10-2015

Addendum No. 2, dated 5-7-2015

Addendum No. 3, dated 5-20-2015

Addendum No. 4, dated 5-26-2015

Addendum No. 5, dated 5-29-2015

Addendum No. 6 dated 6-4-2015

2. **ALTERNATES** (Additions 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 the Base Bid Price by the amount set forth below for each Alternate selected.

1. Alternate #1: North Section of Parking Lot.

ⓐ Add/Deduct One hundred sixteen thousand nine hundred five (\$ 116,905 )

2. Alternate #2: Renovation of Faculty Lounge F-102.

ⓐ Add/Deduct Twenty eight thousand seven hundred seventy five (\$ 28,775 )

3. Alternate #3: Renovations of Fogarty Rooms: Classroom F124, Student Lounge F137 and Groups Study Rooms 137A, 137B and 137C.

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(Add/Deduct) One hundred eight thousand three hundred thirty-eight (\$ 108,338)

4. Alternate #4: Landscape Plantings

(Add/Deduct) Eighty-five thousand fifty (\$ 85,050)

5. Alternate #5: Renovation of Fogarty Rooms: Offices 120A, 120B and 120C.

(Add/Deduct) Twenty six thousand nine hundred thirty-six (\$ 26,936)

### 3. UNIT PRICES

See Project Manual Section 01 2200.

### 4. CONTRACT TIME

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

- Begin Submittals.....7 days after PO is issued
- Mobilize on Site .....14 days after PO is issued
- Addition Weather Tight..... November 30, 2015
- Addition Substantial Completion..... May 30, 2016
  
- Final Completion.....June 30, 2016
  
- Existing Building Renovation Final Completion ..... August 1, 2016
  
- Work Prohibited.....to be coordinated with academic and campus calendar

### 5. 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, as determined in the sole discretion of the State:

**One Thousand Dollars (\$1,000.00) per day.**

### BID FORM SIGNATURE(S)

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

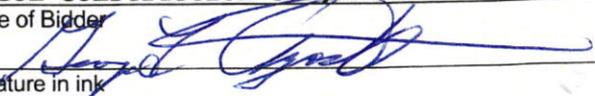
Solicitation #: 7549186PH2

Solicitation Title: Renovation and Addition Fogarty Life Science

**BIDDER**

Date: June 15, 2015

Bacon Construction Co., Inc.  
Name of Bidder

  
Signature in ink

George L. Agostini, President  
Printed name and title of person signing on behalf of Bidder

# 31568  
Bidder's Contractor Registration Number

State of Rhode Island and Providence Plantations  
Department of Administration  
Division of Purchases

**RIVIP BIDDER CERTIFICATION COVER FORM**  
**SECTION 1 - BIDDER INFORMATION**

*Bidder must be registered as a vendor on the RIVIP system at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) to submit a bid proposal.*

**Solicitation Number:** 7549186PH2  
**Solicitation Title:** PHASE 2 - RENOVATION AND ADDITION FOGARTY LIFE SCIENCE SCHOOL OF NURSING, RIC (32 PGS & ZIP FILE)  
**Bid Proposal Submission Deadline Date & Time:** 5/11/2015 11:00 AM  
**RIVIP Vendor ID #:** 11536  
**Bidder Name:** Bacon Construction Co., Inc.  
**Address:** 241 Narragansett Park Dr  
East Providence , RI 02916  
USA  
**Telephone:** (401) 431-1200  
**Fax:** (401) 435-9737  
**Contact Name:** Stephen Ahern  
**Contact Title:** Senior Estimator  
**Contact Email:** [steveah@baconconstruction.com](mailto:steveah@baconconstruction.com)

**SECTION 2 —DISCLOSURES**

**Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.**

*Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder.*

- N 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

- Y 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state. **Paula Bizier a shareholder served on the Fiance Committe for th**  
Y 5. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

Disclosure details (continue on additional sheet if necessary):

~~George L. Agostini, 241 Narragansett Park Dr. East Prov., RI 02916 President 12.5% Ownership~~  
~~Mary Agostini, Retired Vice President/Secretary 12.5% Ownership~~  
~~Steven J. Agostini, 241 Narragansett Pk Dr. Ea. Prov., RI 02916 COO 25% Ownership~~  
~~David Agostini @41 Narragansett Pk Dr. Ea. Prov. RI 02916 Shareholder 25% Ownership~~  
~~Paula Bizier 241 Narragansett Pk Dr. Ea. Prov., RI 02916 Shareholder 25% Ownership~~

### SECTION 3 — CERTIFICATIONS

**Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.**

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

#### THE BIDDER CERTIFIES THAT:

- Y 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- Y 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
- Y 3. The Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.
- Y 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- Y 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.
- Y 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- Y 7. 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 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.

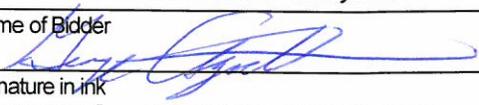
Certification details (continue on additional sheet if necessary):

Lined area for certification details.

Submission by the Bidder of a bid proposal pursuant to this solicitation constitutes an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation and the bid proposal. The Bidder certifies that: (1) the Bidder has reviewed this solicitation and agrees to comply with its terms and conditions; (2) the bid proposal is based on this solicitation; and (3) the information submitted in the bid proposal (including this Bidder Certification Cover Form) is accurate and complete. The Bidder acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Bidder pursuant to this solicitation and the bid proposal. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparation and contents of this bid proposal and has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

**BIDDER**

Date: 6/1/2015

Bacon Construction Co., Inc.  
Name of Bidder  
  
Signature in ink  
George L. Agostini, President  
Printed name and title of person signing on behalf of Bidder

State of Rhode Island and Providence Plantations  
Department of Administration  
Division of Purchases

**RIVIP BIDDER CERTIFICATION COVER FORM**  
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**Solicitation Number:** 7549186PH2A7  
**Solicitation Title:** PHASE 2 - RENOVATION AND ADDITION FOGARTY LIFE SCIENCE SCHOOL OF NURSING, RIC - ADD #7 (9 PGS)  
**Bid Proposal Submission Deadline Date & Time:** 6/15/2015 11:30 AM  
**RIVIP Vendor ID #:** 11536  
**Bidder Name:** Bacon Construction Co., Inc.  
**Address:** 241 Narragansett Park Dr  
East Providence , RI 02916  
USA  
**Telephone:** 401-431-1200  
**Fax:** 401-438-9737  
**Contact Name:** Thomas Donatelli  
**Contact Title:** Director of Preconstruction  
**Contact Email:** tdonatelli@baconconstruction.com

**SECTION 2 —DISCLOSURES**

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- N** 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N** 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N** 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

- N 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state. **Paula Bizier a shareholder served on the Fiance Committee for town of Rehoboth Ma.**
5. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

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Mary Agostini Retired Vice President/Secretary 12.5% ownership

Steven Agostini 241 Narragansett Park Dr. East Prov 02916 COO 25% ownership

David Agostini 241 Narragansett Park Dr. East Prov. RI 02916 Shareholder 25% Ownership

Paula Bizier 241 Narragansett Park Dr. East Prov. RI 02916 Shareholder 25% Ownership

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Certification details (continue on additional sheet if necessary):

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**BIDDER**

Date: 6/5/2015

**Bacon Construction Co., Inc.**

Name of Bidder

Signature in ink

**George L. Agostini, President**

Printed name and title of person signing on behalf of Bidder

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

**Bid Bond**

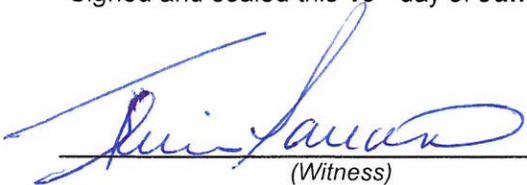
KNOW ALL MEN BY THESE PRESENTS, that we **BACON CONSTRUCTION CO., INC., of 241 Narragansett Park Drive, East Providence, Rhode Island** as Principal, hereinafter called the Principal, and **CONTINENTAL CASUALTY COMPANY** a corporation duly organized under the laws of the State of **Illinois** as Surety, hereinafter called the Surety, are held and firmly bound unto **STATE OF RHODE ISLAND**

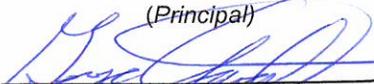
as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Amount of the Attached Bid** Dollars **(5% of Bid)**, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Renovation and addition Fogarty Life Science School of Nursing, RIC, Project No. 754986PH2**

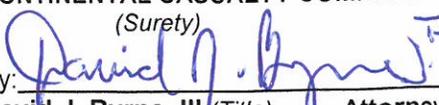
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful 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 **15<sup>th</sup>** day of **June, 2015**.

  
\_\_\_\_\_  
(Witness)

**BACON CONSTRUCTION CO., INC.**  
(Principal) (Seal)  
By:   
**George Agostini** (Title) **President**

  
\_\_\_\_\_  
(Witness)

**CONTINENTAL CASUALTY COMPANY**  
(Surety) (Seal)  
By:   
**David J. Byrne, III** (Title) **Attorney-in-Fact**

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

David J Byrne III, Charles A Byrne, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 29th day of January, 2013.



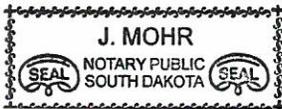
Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Bruflat*

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of January, 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 a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2015

*J. Mohr*

J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies 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 insurance companies this 15<sup>th</sup> day of June, 2015.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*D. Bult*

D. Bult Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

# 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) <b>Bacon Construction Company, Inc.</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.) <b>241 Narragansett Park Drive</b>	Requester's name and address (optional)
City, state, and ZIP code <b>East Providence, RI 02916</b>	
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 the "Name" line 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.

Social security number								
				-			-	

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

Employer identification number								
0	5	-	0	3	1	8	4	7

## 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.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Jaanne C. Farrar</i>	Date ▶ <i>5/7/15</i>
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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.



STATE OF RHODE ISLAND

CONTRACTORS' REGISTRATION  
AND LICENSING BOARD

REGISTRATION NO.

EXP. DATE

REGISTRANT'S NAME

31568

05/1/16

DICON CONSTRUCTION CO., INC

AUTHORIZED REPRESENTATIVE

GEORGE L. AGOSTINI

DRIVER'S LICENSE #

RI 641074140

EXECUTIVE DIRECTOR

*Greg. J. Haberman*



**RI Department of Labor and Training  
Workforce Regulation and Safety Division  
Professional Regulation • Prevailing Wage**

**Subcontractor Apprenticeship Certification Form**

This form MUST be completed and submitted to the General Contractor BEFORE any work commences on the project. This form is available on the Department of Labor and Training's website at [www.dlt.ri.gov](http://www.dlt.ri.gov), Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

Bid/RFP Number: 7549186PH2

Bid/RFP Title: Renovation & Addition Fogarty Life Science Sch of Nursing RIC

RIVIP Vendor ID#: 11536

Vendor Name: Bacon Construction Co., Inc.

Address: 241 Narragansett Park Dr. East Providence, RI 02916

Telephone: 401-431-1200

Fax: 401-431-0049

E-Mail: stevea@baconconstruction.com

Contact Person and Title: George L. Agostini, President

**Bacon Construction Co., Inc.**

241 Narragansett Pk. Dr. Ea. Prov, RI 02916 (CompanyName&Address) (hereafter "subcontractor") hereby certifies that it meets the apprenticeship requirements of R. I. Gen. Laws §37-13-3.1 because subcontractor meets one of the following qualifications (check):

- A. Subcontractor 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. \_\_\_\_\_ Subcontractor 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);

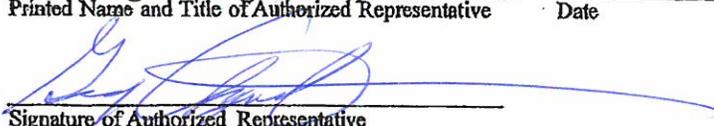
- C.  Subcontractor has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, 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.  Subcontractor 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.  Subcontractor will not perform work on the awarded contract except through subcontractors (non performance);
- F.  Subcontractor has received approval from the Rhode Island Department of Labor and Training that it satisfies the subcontractor 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).

**Bacon Construction Co., Inc.**

241 Narragansett Pk. Dr. Ea. Prov., RI 02916 (Company Name & Address) (hereafter "Subcontractor") hereby certifies that its subcontractor(s) meet the apprenticeship requirements of R. I. Gen. Laws § 37-13-3.1.

George L. Agostini, President  
Printed Name and Title of Authorized Representative

6-1-2015  
Date

  
Signature of Authorized Representative

*Rwid  
9/25/13*

**RHODE ISLAND STATEWIDE  
BUILDING AND SITE CONSTRUCTION AGREEMENT**

**Between**

**RHODE ISLAND CHAPTER, ASSOCIATED GENERAL  
CONTRACTORS OF AMERICA, INC.**

**LABOR RELATIONS DIVISION**

**And**

**RHODE ISLAND LABORERS' DISTRICT COUNCIL  
of the  
LABORERS' INTERNATIONAL UNION OF  
NORTH AMERICA, AFL CIO**

**Acting on Behalf of**

**Local Union 271, Providence, R. I.**

**Effective June 1, 2013 through May 31, 2018**



of bids for the job;

4. A condition that allows the contractor to schedule four (4) ten (10) hour days on a Monday-Friday basis at straight-time;

5. A condition that allows a Saturday make-up day at straight-time in the event time is lost during the regular work week due to inclement weather, provided the entire laborer crew and associated trades are sent home on that day. Any time worked in such week beyond forty (40) hours must be paid at the overtime rate; make-up time for Saturday shall be at least eight (8) hours in duration and shall not be mandatory. If any other associated trades on the job receive premium pay for the Saturday, then laborers shall receive premium pay.

#### ARTICLE XX

##### APPLICABILITY OF AGREEMENT

All work in Massachusetts, Connecticut, Maine, New Hampshire, and Vermont shall be performed in accordance with the Terms and Conditions of the area agreement of the Laborers' District Council Agreement in the area where the work is being performed and all building and site work in Rhode Island shall be performed in accordance with the terms and conditions of the Rhode Island Laborers' District Council and Rhode Island Associated General Contractors Agreement.

#### ARTICLE XXI

##### TERMINATION OF AGREEMENT

This Agreement will expire on May 31, 2018, but if neither party to this Agreement gives notice in writing sixty (60) days prior to the expiration date to the other party, on or before March 31, 2018, that it desires a change after May 31, 2018, and so on each year thereafter unless

on or before sixty (60) days prior to May 31 of any year thereafter notice is given by either party that it desires to change, modify or terminate this Agreement.

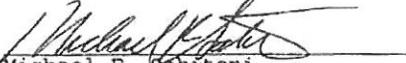
RHODE ISLAND CHAPTER,  
ASSOCIATED GENERAL  
CONTRACTORS OF AMERICA, INC.  
LABOR RELATIONS DIVISION

  
\_\_\_\_\_  
DAVID RAMPONE  
Chairman

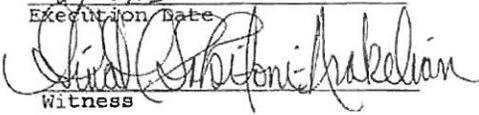
RHODE ISLAND LABORERS' DISTRICT  
COUNCIL of the Laborers'  
International Union of North  
America, AFL-CIO, on behalf of  
Local Union 271

  
\_\_\_\_\_  
MICHAEL F. SABITONI  
Business Manager

CONSTRUCTION & GENERAL LABORERS'  
LOCAL UNION 271

  
\_\_\_\_\_  
Michael F. Sabitoni  
Business Manager

6/20/13  
Execution Date

  
\_\_\_\_\_  
Witness

**AGREEMENT**

between

**THE NEW ENGLAND REGIONAL  
COUNCIL OF CARPENTERS**

**Local Union 94**

of the

**United Brotherhood of Carpenters  
and Joiners of America**

and the

**LABOR RELATIONS  
DIVISION OF THE ASSOCIATED  
GENERAL CONTRACTORS  
OF RHODE ISLAND, INC.**

Effective: June 3, 2013

Expires: June 5, 2016



upon such invalidation, the parties signatory hereto agree to immediately meet to re-negotiate such parts or portions affected. The remaining parts or provisions shall remain in full force and effect.

**ARTICLE XXVII**  
**Pre-Job Conference**

Any Employer, prior to the starting of work, shall contact the local NERCC Council Representative to discuss, but not limited to, the following:

Type of work to be performed, manpower needs, schedule, utilization of contractor's work forces and other matters pertinent to the work, thus providing to all parties proper knowledge in order to perform said work in an efficient workmanlike manner.

All Employers must notify the local NERCC Representative at least two (2) weeks prior to the start of any work covered by this Agreement. Failure to hold a pre-job conference or to notify the Union will result in the loss of mobility to the offending employer per Article V of the Agreement.

**ARTICLE XXVIII**  
**Applicability of Agreement**

Section 1. All work in Massachusetts, Connecticut, Maine, New Hampshire and Vermont shall be performed in accordance with the terms and conditions of the local area Agreement of the Carpenters Local Union in the area where the work is performed and all road building work in Rhode Island shall be performed in accordance with the terms and conditions of the NERC/CIRI Agreement.

All Millwright work in Massachusetts, Connecticut, Rhode Island, Maine, New Hampshire and Vermont shall be performed in accordance with the terms and conditions of the Eastern Millwright Regional Council, Local 1121 Agreement in the area where the work is performed.

The Union recognizes the threat of non-union competition and will do all possible to promote Union construction, including holding pre-bid and/or pre-job conferences on an individual job basis to mutually

agree on ways to enable the Union Employers to be more competitive with non-union Employers. The parties recognize the threat of unfair competition in certain areas and types of work from contractors who do not conform to the standards provided in this collective bargaining agreement. In order to address that problem, the Employer may request relief from certain provisions of this collective bargaining agreement. The Employer shall contact the Executive Secretary Treasurer of the Council or his designee to discuss the relief being requested. If an agreement on relief is granted, it will be reduced to writing, and reasonable efforts will be made to advise other signatory contractors who are bidding on the project of the relief. It is expressly understood that no modification or deviation may be made from the existing collective bargaining agreement except by mutual agreement of the parties. It is further understood that failure to reach an agreement under this provision shall not be subject to arbitration. It is the intent of the parties that this procedure will be utilized where circumstances warrant and that the Employer will not abuse this procedure. Relief granted under this section shall not constitute a violation of the favored nation's provisions of Section 4 of this Article.

Section 2. In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: if and when the Employer performs any job site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership or any other business entity, including a joint venture, wherein the Employer has either directly or indirectly, a significant degree of ownership, management or control the terms and conditions of this Agreement shall be applicable to all such work.

Section 3. Remedy - All alleged violations of this Article will be processed under the Grievance and Arbitration Procedure, Article XXV of this Agreement. Any awards issued shall include payment of wages and benefits for those employees who lost work opportunities.

Section 4. Most Favored Nations Clause - The Union agrees that in the event it grants more favorable terms or conditions, other than those contained in this agreement, to any employer or association, the Union will extend those same terms and conditions to the parties to this agreement.

The Union further agrees that it will not enter into any side letter agreements that contain more favorable terms than those contained in this agreement without offering those same terms to the parties to this Agreement. If any project labor agreement contains more favorable terms, those terms will be offered to all contractors working on that project.

**ARTICLE XXIX**  
**Benefits for Superintendants**

Superintendents participating in the Rhode Island Carpenters Fringe Benefit Plan shall be guaranteed a minimum of 160 hours per month of benefits, subject to the rules of the Funds.

Once an employee has been classified in writing by the Employer as a covered superintendent, or once the Employer has commenced making contributions to the RICBF on behalf of such employee, the obligation to contribute to the RICBF shall exist and remain in effect, unless revoked in writing by the Employer. Once an employee's coverage is revoked, contributions cannot be resumed on behalf of that employee unless the employee returns to covered employment.

**ARTICLE XXX**  
**Construction Manager/Program Manager**

Whenever any signatory contractor performs work as a management consultant, construction manager, program manager, developer, owner/builder or solicits bids from sub-contractors, considers proposals submitted by subcontractors or coordinates work performed by subcontractors, it shall be deemed to be a general contractor subject to the terms and conditions of this Agreement, with respect to all jobsite work, including but not limited to assuring that all work covered by this Agreement is performed by contractors that are parties to a collective bargaining agreement with the Union, provided, however, this provision shall not apply to any affiliated development company, or to an entity that neither manages and/or coordinates the construction contracts or construction work, nor selects subcontractors. .

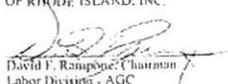
The Employer recognizes that the Union, pursuant to the National Labor Relations Act, has the right to request that the Employer

provide it with information relating to whether it manages and/or coordinates contracts or work or selects subcontractors.

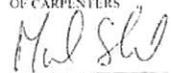
**ARTICLE XXXI**  
**Expiration Provision**

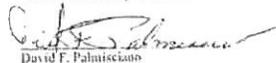
This agreement will expire on June 5, 2016 except that if neither of the parties identified on Page 3 of this Agreement gives notice in writing to the other party between February 1, 2016 and April 1, 2016 that it desires a change after June 5, 2016 then this Agreement will continue in effect until June 4, 2017 and so on each year thereafter unless between February 1 and April 1 of each year thereafter a notice is given by either party. This year to year evergreen clause does not apply to any independent non-association employers. If neither the Union nor the independent employer gives notice between February 1, 2016 and April 1, 2016 they are bound to the successor to this Agreement for its full term.

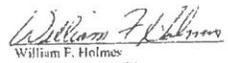
LABOR RELATIONS DIVISION OF THE  
ASSOCIATED GENERAL CONTRACTORS  
OF RHODE ISLAND, INC.

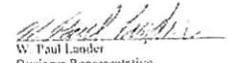
  
David F. Rampone, Chairman  
Labor Division - AGC

NEW ENGLAND REGIONAL COUNCIL  
OF CARPENTERS

  
Mark Erlich  
Executive Secretary/Treasurer

  
David F. Palmisiano  
District Business Manager

  
William F. Holmes  
Business Manager, RI

  
W. Paul Lander  
Business Representative

  
Thomas Saviole  
Business Representative