

Solicitation #: 7549462PH2

Solicitation Title: PHASE2- RIC-Renovations and Additions to Gaige Hall and Craig- Lee Hall

BID FORM - DOCUMENT #004100

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

Project: RIC Gaige & Craig-Lee Modernization Project
Rhode Island College
Providence, RI 02908

Bidder:

Bacon Construction Co., Inc.

Legal name of entity

241 Narragansett Park Dr. East Prov. RI 02916

Address

George L. Agostini

Contact name

stevea@baconconstruction.com

Contact email

401-431-1200

Contact telephone

401-431-0049

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):

\$ 33,548,700

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

Thirty three million five hundred forty eight

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

thousand seven hundred

Solicitation #: 7549462PH2

Solicitation Title: PHASE2- RIC-Renovations and Additions to Gaige Hall and Craig- Lee Hall

• **ALLOWANCES**

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

1) Existing Conditions Repair	\$25,000.00
2) Unit Price totals	\$40,000.00
3) Added Safety Fencing/Barrier Relocation	\$15,000.00
4) Other Campus coordination items	\$10,000.00

Total Allowances: \$90,000.00

• **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 9-10-2015

Addendum No. 2, dated 9-14-2015

Addendum No. 3, dated 9-21-2015

Addendum No. 4, dated 9-21-2015

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.

Alternate #1: (Gaige) Helpdesk/AV Suite Upgrades.

⊙ Add/Deduct One hundred eighty three thousand (\$183,000)

Alternate #2: (Gaige) Stair Center Guard.

⊙ Add/Deduct one hundred eighty three thousand (\$183,000)

Solicitation #: 7549462PH2

Solicitation Title: PHASE2- RIC-Renovations and Additions to Gaige Hall and Craig- Lee Hall

Alternate #3: (Gaige) Windows Enlargement

(Add/Deduct) Seventeen thousand (\$ 17,000)

Alternate #4: (Gaige) Auditorium Upgrades.

(Add/Deduct) thirty eight thousand (\$ 38,000)

Alternate #5: (Craig Lee) Classroom Fit-out.

(Add/Deduct) Four hundred seven thousand (\$ 407,000)

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.

Please refer to Section 012200 Unit Price bid requirements dated 9/11/15.

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 Site14 days after PO is issued
- Gaige Substantial Completion February 16, 2017
- Gaige Owner Occupancy/move in (Completion) April 13, 2017

- Craig-Lee Construction Start July 17, 2017
- Craig-Lee Substantial Completion October 15, 2018
- Craig-Lee Occupancy/move-in (Final Completion)..... December 10, 2018

- Work Prohibited..... to be coordinated with RIC 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.

Solicitation #: 7549462PH2

Solicitation Title: PHASE2- RIC-Renovations and Additions to Galge Hall and Craig- Lee Hall

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 Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

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

Date: 9-28-2015

BIDDER

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

Standard Contract Documents-LS
RIC Gauge & Craig-Lee Modernization Project

DOCUMENT 004300 - BID SECURITY FORM

Bacon Construction Co., Inc. 241 Narragansett Park Drive

Know all men by these presents, that we East Providence, Rhode Island
(insert name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
Continental Casualty Company

(insert name and address or legal title of surety)
a corporation duly organized under the laws of the State of Illinois as
Surety, hereinafter called the Surety, are held and firmly bound unto the Owner as defined in the Contract
Documents for RIC Project #7549462PH2 as Obligee, hereinafter called the Obligee, in the sum of
Five Percent of the Amount of the Attached Bid(\$ 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
RIC - Renovations and Additions to Gauge Hall & Craig Lee Hall, Project #7549462PH2

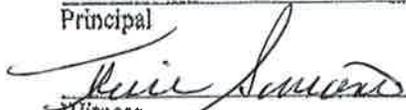
(insert full name, address and description of project)

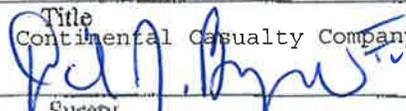
Now, therefore, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a
Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may
be specified in the bidding or Contract Documents with good and sufficient surety for the faithful
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 18th day of September, 2015

Bacon Construction Co., Inc.
Principal


Title George Agostini, President


Witness

Title
Continental Casualty Company

Surety
David J. Byrne, III, Attorney-in-Fact

Jessica H. Ross
Witness

END OF DOCUMENT

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 25th 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 25th 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 25th 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.”

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 25th 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 25th 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 25th 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.”

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 to submit a bid proposal.

Solicitation Number: 7549462PH2
Solicitation Title: PHASE 2 RHODE ISLAND COLLEGE RENOVATIONS AND ADDITIONS TO GAIGE HALL & CRAIG LEE HALL (32 PGS)
Bid Proposal Submission Deadline Date & Time: 9/18/2015 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: 401-438-9737
Contact Name: Thomas Donatelli
Contact Title: Director of Preconstruction
Contact Email: tdonatelli@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.

- 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 Finance 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.

Disclosure details (continue on additional sheet if necessary):

~~George Agostini, 241 Narragansett Pk Dr Ea. 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 241 Narragansett Pk Dr. Ea. Prov. RI 02916 Shareholder 25% Ownership~~

~~Paula Bizier 241 Narraganett Park 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: 9-18-2015

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
SECTION 1 - BIDDER INFORMATION

Bidder must be registered as a vendor on the RIVIP system at www.purchasing.ri.gov to submit a bid proposal.

Solicitation Number: 7549462PH2A4
Solicitation Title: PHASE 2 RHODE ISLAND COLLEGE RENOVATIONS AND ADDITIONS TO GAIGE HALL & CRAIG LEE HALL (14 PGS)
Bid Proposal Submission Deadline Date & Time: 9/28/2015 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

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.

- 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 Finance 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.

Disclosure details (continue on additional sheet if necessary):

~~George Agostini, 241 Narragansett Pk Dr Ea. 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 241 Narragansett Pk Dr. Ea. Prov. RI 02916 Shareholder 25% Ownership~~

~~Paula Bizier 241 Narraganett Park 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: 9-21-2015

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
CONTRACTORS' REGISTRATION
AND LICENSING BOARD

REGISTRANT'S NAME

DIGOR CONSTRUCTION CO., INC.

31568 05/1/13

REGISTRATION NO.

EXP. DATE

AUTHORIZED REPRESENTATIVE

GORDON L. PROFFER

DRIVER'S LICENSE #

RI 81074140

EXECUTIVE DIRECTOR
Gordon L. Proffer

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 boxes for Social Security No. (SSN)]

05 0318470

NAME Bacon Construction Co., Inc.

ADDRESS 241 NARRAGANSETT PARK DRIVE

(REMITTANCE ADDRESS, IF DIFFERENT)

CITY, STATE AND ZIP CODE East Providence, RI 02916

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 Jeanne C. Larran TITLE Payroll Admin. DATE 9/9/15 TEL NO. 401-43-1200 K236

BUSINESS DESIGNATION:

Please Check One: Individual Medical Services Corporation Government/Nonprofit Corporation
Partnership Corporation Trust/Estate Legal Services Corporation

NAME: Be sure to enter your full and correct name as listed in the IRS file for you or your business.

ADDRESS, CITY, STATE AND ZIP CODE: Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

CERTIFICATION -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

BUSINESS TYPE CHECK-OFF -- Check the appropriate box for the type of business ownership.

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



**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: 7549462PH2

Bid/RFP Title: Phase 2-Rhode Island College-Renovations and Additions to Gaige Hall and Craig Lee Hall

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 Agostini, President

(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).

George L. Agostini, President

Printed Name and Title of Authorized Representative

9-25-2015
Date


Signature of Authorized Representative

Revised
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.

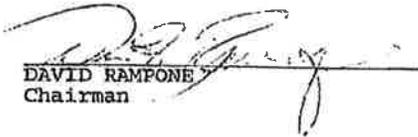
ARTICLE XXI

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.

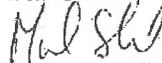
ARTICLE XXXI
Expiration Provision

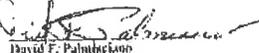
This agreement will expire on June 5, 2016 except that if neither of the parties identified on Page 3 of this Agreement gives notice in writing to the other party between February 1, 2016 and April 1, 2016 that it desires a change after June 5, 2016 then this Agreement will continue in effect until June 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.

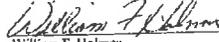
LABOR RELATIONS DIVISION OF THE
ASSOCIATED GENERAL CONTRACTORS
OF RHODE ISLAND, INC

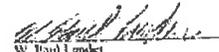

David F. Rampone, Chairman
Labor Division - AGC

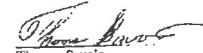
NEW ENGLAND REGIONAL COUNCIL
OF CARPENTERS


Mark Erlich
Executive Secretary/Treasurer


David F. Palmieri
District Business Manager


William F. Holmes
Business Manager, RI


W. Paul Lambert
Business Representative


Thomas Seville
Business Representative