Quasi-Public
University of Rhode Island

SECTION 1 - RIVIP VENDOR INFORMATION

Bid/RFP Number: 100056A2
Bid/RFP Title: RENOVATIONS, CCE MBA SUITE CONVERSION
Bid Contact Person: PURCHASING
Bid Contact Phone: 4018742171
Opening Date & Time: 12/22/2014 3:00 PM
RIVIP Vendor ID #: 65134
Vendor Name: ADM Construction
Address: 15 School st.
PO Box 204
Telephone: (401) 256-6526
Fax: (401) 333-0696
E-Mail: arodzik@cox.net
Contact Person: Adam Rodzik
Title: director

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at www.purchasing.state.ri.us. It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

Submission Information
Submit offers as required within the Bid/RFP document. This contract is NOT a state bid.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate, (3) that vendor understands and has complied with the requirements set forth.

[Signature]

Date 12-22-2014

Vendor’s Signature: I/we certify that the above vendor information is correct and complete.

[Signature]

Print Name and Title of company official signing offer

[Signature]
BID/PROPOSAL

COMMODITY: RENOVATION, CCE MBA SUITE CONVERSION

DATE: 11/24/2014

FORMAL BID NO. __________ PUBLIC BID NO. 100056 RFP NO. __________

BIDS ARE TO BE RECEIVED IN URI PURCHASING DEPARTMENT BY:

DATE: 12/19/2014 TIME: 3:00 PM

BUYER: Tracey Angell / rl

SURETY REQUIRED: YES: X NO:

PRE-BID/PROPOSAL CONFERENCE: YES

DATE: 12/9/2014 TIME: 1:00 PM

MANDATORY: YES: X NO:

LOCATION: URI COLLEGE OF CONTINUING EDUCATION, 80 WASHINGTON STREET, ROOM 437

PROVIDENCE, RI 02920

BE SURE ALL INFORMATION SHOWN BELOW IS CORRECT.

FEDERAL EMPLOYER IDENTIFICATION NUMBER MUST BE INCLUDED.

COMPANY NAME: ADM CONSTRUCTION LLC

FEIN: 37-1587015

STREET AND NUMBER: P.O. Box 204

CITY, STATE & ZIP CODE: ALBION, RI 02802

ORDERING E-MAIL ADDRESS: ARODZIK@COX.NET

No offer will be considered that is not accompanied by the attached

University of Rhode Island Bidder Certification Form/Contract Offer

completed and signed by the offeror.

Print Name and Title

Signature

Date

Telephone Number/Facsimile Number

Company F.E.I.N.

THIS BID WILL NOT BE HONORED UNLESS SIGNED

The University of Rhode Island is an equal opportunity employer committed to the principles of affirmative action.

Rev. 1/10
Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the University’s sole option.

BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

SPECIFICATIONS. Unless specified “no substitute”, product offerings equivalent in quality and performance will be considered (at the sole option of the University) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the University of Rhode Island, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the University of Rhode Island Purchasing Office PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the University of Rhode Island Purchasing Office, shall be considered a binding contract.

REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND BOARD OF GOVERNORS FOR HIGHER EDUCATION CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State’s Purchasing Laws and Regulations and other applicable State Laws, including the Board of Governors for Higher Education General Terms and Conditions of Purchase. The regulations, General Terms and Conditions are incorporated into all University of Rhode Island contracts and can be viewed at: [www.ribghe.org/procurementregs113006.pdf](http://www.ribghe.org/procurementregs113006.pdf) and [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at $10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state/University of Rhode Island.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State’s insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Management Office at the University of Rhode Island.

Each bid proposal for a public works project must include a "public copy" to be available for public inspection upon the opening of bids. Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b] and (j). Also see State of Rhode Island Procurement Regulation 5.11 at [http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx](http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx)
University of Rhode Island Bidder Certification Form

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with the University of Rhode Island. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete signed (in ink) offer package must be delivered to the University of Rhode Island Purchasing Office by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the URI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and spec on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other State locations or which are not present in the University of Rhode Island Purchasing Office at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the University of Rhode Island Purchasing Office. Postmarks shall not be considered proof of timely submission.

RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the University of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the University Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The University of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense.

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of $1 Million, the employment of apprentices. The successful bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the University for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 36 Chapter 2 of the Rhode Island General Laws, and will be released for Inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting the Rhode Island Vendor Information Program (RIVIP) at www.purchasing.ri.gov. Solicitation Opportunities, Other Solicitation Opportunities or appearing in person at the University of Rhode Island Purchasing Office Mondays through Fridays between 8:30 am – 3:30 pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.
ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS
Offerors must respond to every disclosure statement. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes [Y] or No [N]:

Y. 1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.

N. 2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

N. 3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than $5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

Y. 4 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

Y. 5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department of Administration or made under general regulations which the Chief Purchasing Officer may prescribe," and (2) RIGL section §37-2-7(16) which identifies the Board of Governors for Higher Education as a public agency and gives binding contractual authority to the University Purchasing Agent, including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the University of Rhode Island may be disregarded and shall not be binding on the University of Rhode Island.

Y. 6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/or my license lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

Y. 7 I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should I or my/our insurance lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

Y. 8 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

Y. 9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

Y. 10 I/we acknowledge that I/we understand the State’s Purchasing Laws (§37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (http://www.purchasing.ri.gov) and the Board of Governors Website (www.ri.gov/procurementregs/113006.pdf) apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein.

Y. 11 I/we certify that the bidder: (i) is not identified on the General Treasurer’s list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

Y. 12 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the U.S. Munitions List (USML) Category:

Y. 13 I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 3 OR IF YOU ARE UNABLE TO CERTIFY "YES" TO QUESTIONS #4 – 11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor’s Signature: [Signature]
Bid Number: 100056 Date: 12-22-2014
(Person Authorized to enter into contracts; signature must be in ink)
Print Name and Title of Company official signing offer Telephone Number

Revised: 8/25/14
DOCUMENT 00410 - BID FORM

Date: 12-22-2014

To: University of Rhode Island
University Purchasing
Dining Services Center
581 Plains Road, Kingston, RI 02881

Project: MBA Suite Conversion of Rooms 435, 436 & 437
University of Rhode Island, Providence Campus
Providence, Rhode Island

Submitted by: ADM CONSTRUCTION LLC
P.O. Box 204, Albion RI 02802
STATE OF RI CONTRACTOR REGISTRATION #2557

1. **BID**

   Having examined the Place of The Work and all matters referred to in the Bid Documents and in the Contract Documents prepared by Saccoccio & Associates, Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

   1000,000 (written, and numerically)

   - We have included the Bid Security in the above Bid Sum as required per Article 3 of the Supplemental Instructions to Bidders, Section 00210.

   - We have included 100% Payment and Performance Bonds in the above Bid Sum.

   - We have included the original Bid and required additional "public copy" per Document 00210 – Supplemental Instructions to Bidders.

2. **ALLOWANCES**

   We have included the specified Allowances, from Attachment 01201 in Division 1 of the Specifications, in the above Bid Sum as follows:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Purchase and installation of signage.</td>
<td>$1,000</td>
</tr>
<tr>
<td>2. Modifications to subfloors and walls due to unforeseen conditions</td>
<td>$4,000</td>
</tr>
<tr>
<td>3. Modifications to HVAC, Electrical, Fire Alarm and Fire Protection due to unforeseen conditions</td>
<td>$1,000</td>
</tr>
<tr>
<td>4. Total</td>
<td>$6,000</td>
</tr>
</tbody>
</table>

Rev. 7/1/12
7/8/2014
3. **ALTERNATES**
   We propose to modify the above Bid Sum by the following amount as identified by a numbered Alternative specified in Section 01201 of the Specifications, and as may be selected by the Owner:
   
   Deduct Alternate No. 1 – Modify Existing ACT Ceiling System and Lighting
   
   Deduct: [ten thousand] ($10,000.00) (written, and numerically)

4. **UNIT PRICES**
   Per Section 01201, provide unit prices as noted for the following items:
   These Unit Prices shall be for deductions from the Base Bid work and shall be performed under the Contract during the entire life of the Contract.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit Quantity</th>
<th>Unit Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Deletion of a new sprinkler head and associated piping per Deduct Unit Price note on drawing FP1.1</td>
<td>One sprinkler head</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

5. **ACCEPTANCE**
   This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:
   - Proceed under the Agreement, subject to compliance with required State regulatory agency approvals as described in the Bid Documents.
   - Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.
   - Commence work within seven days after receipt of a Purchase Order from URI Purchasing.

   If this bid is accepted within the time stated, and we fail to commence the Work, or we fail to provide the required Bonds, the security deposit shall be forfeited to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

   In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

6. **CONTRACT TIME**
   If this Bid is accepted, we will achieve Substantial Completion of the Work within one hundred twenty (120) calendar days. We have included all premium time or additional staffing required to accommodate this schedule.

7. **REQUIREMENT FOR LICENSE NUMBER**
   In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for the work to be performed by this firm as prime contractor is:

   LICENSE NUMBER: 2557

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Rev. 7/1/12
7/8/2014
8. **BID FORM SIGNATURE(S)**

(Bidder's name)

By: ADAMS CONSTRUCTION | ADAM ROCZK

Title: DIRECTOR | MEMBER

Corporate Seal: NO SEAL

END OF DOCUMENT
BID NO.: 100056
OPENING: 12/22/2014 3:00 PM
COMMODITY: Renovations, CCE MBA Suite Conversion

Attached please find the sign-in sheets from the MANDATORY Pre-Bid Conference held on 12/9/14 at 9:00 AM.

Also included in the attached are questions and the corresponding answers that were submitted by the deadline of 12/10/14 at 4:00 PM as well as resulting changes to the specifications.

Please also note the bid opening date has been changed as follows:
From: 3/19/2014 3:00 PM EST
To: 3/22/2014 3:00 PM EST

Tracey A. Angell, Assistant Director
Purchasing Department
University of Rhode Island

Rev. 8/12

The University of Rhode Island is an equal opportunity employer committed to the principles of affirmative action.
ADDENDUM # 2

BID NO.: 100056
OPENING: 12/22/2014 3:00 PM
COMMODITY: Renovations, CCE MBA Suite Conversion

Please note that there was an error in the last posting on the revised bid opening date. The correct bid opening date is as stated above and the change to the original date specified is reiterated below:

Please also note the bid opening date has been changed as follows:

From: 12/19/2014 3:00 PM EST
To: 12/22/2014 3:00 PM EST

Tracey A. Angell, Assistant Director
Purchasing Department
University of Rhode Island

Rev. 8/12

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

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

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

Signed and sealed this 18th day of December, 2014.

ADM Construction LLC

(P) (Principal)

(Title)

NGM Insurance Company

(S) (Surety)

Richard V. Rheinberger

(Title) Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the NGM Insurance Company of 4601 Touchton Road East Suite 3400, Jacksonville, FL 32256 904-739-0673. The language in this document conforms exactly to the language used in AIA Document A310, 2010.
KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company theereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Donna M Gelsomino, John J Daly, Michelle S Crabtree, Richard V Rheinberger

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars ($5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof, such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 20th day of March, 2013.

NGM INSURANCE COMPANY By:

Bruce R Fox
Vice President, General Counsel and Secretary

State of Florida,
County of Duval.

On this March 20th, 2013, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and the signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 20th day of March, 2013.

I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this _18th_ day of DECEMBER, 2014.

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-8846.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.
ADAM RODZIK
PO BOX 204
ALABION RI 02802

Expiration
07/11/2015
Commissioner

STATE OF RHODE ISLAND
CONTRACTORS' REGISTRATION
AND LICENSING BOARD

REGISTRANT'S NAME
ADK CONSTRUCTION LLC
AUTHORIZED REPRESENTATIVE
ADAM RODZIK
EXECUTIVE SECRETARY

OSHA 002354791
U.S. Department of Labor
Occupational Safety and Health Administration
ADAM RODZIK
has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety & Health
Taylor Sikes
8/20/2009

OSHA 11-004857836
This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health
Mariusz Rodzik
Guy Lanzi
12/2/2014
(Course end date)

HILTI 0594112
HAS ATTENDED A TRAINING SEMINAR COVERING THE BASIC FUNDAMENTALS OF FIRESTOP SYSTEMS.
Date Issued: 4/14/14
Signature of Instructo

HILTI 0594111
Date Issued: 4/14/14
Signature of Seminar Participant

Firestop Systems
HILTI
has attended a training seminar covering the basic fundamentals of firestop systems and proper selection of HILTI tested firestop systems.

Firestop Systems
HILTI
I have been apprized of all general instructions and precautions customarily provided by HILTI to entities involved in the proper use of HILTI Firestop Products/Systems.
Signature of Seminar Participant