

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

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFPNumber:** 7467370A2  
**Bid/RFP Title:** NEW COLUMBARIUM AREA, RI VETERANS' CEMETERY, DHS - ADDENDUM #2 (7 PGS)

**Opening Date & Time:** 6/20/2013 1:45 PM

**RIVIP Vendor ID #:** 6755

**Vendor Name:** Tower Construction Corp.  
**Address:** 2158 Plainfield Pike  
Cranston , RI 02921  
USA

**Telephone:** 401.943.0110  
**Fax:** 401.944.4041  
**E-Mail:** estimating@towerconstructioncorp.com  
**Contact Person:** Estimating  
**Title:** Estimating  
**R.I. Foreign Corp #:**

**REVISED NOTICE TO VENDORS**

**Effective January 1, 2013 all public works project related bids or proposals exceeding FIVE HUNDRED THOUSAND (\$500,000) DOLLARS are required to include a "public copy". All agency contract solicitations, invitations for bids, etc. shall state that any bid or proposal that exceeds FIVE HUNDRED THOUSAND (\$500,000) DOLLARS must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of FIVE HUNDRED THOUSAND (\$500,000) DOLLARS which does not include a copy for public inspection shall be deemed to be non-responsive. Additionally, proposals submitted for a Master Price Agreement, when the total amount potentially may exceed FIVE HUNDRED THOUSAND (\$500,000) DOLLARS and the solicitation expressly requires any or all vendors to submit a public copy, must include a copy to be available for public inspection. For further information, please see R. I. Gen. Laws §37-2-18(j) and State of Rhode Island Procurement Regulations at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>. Please see Question #11 below for further instructions regarding RIDOT Highway and Bridge construction projects.**

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

**SECTION 2 – REQUIREMENTS**

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

**Section 2.1 - RULES FOR SUBMITTING OFFERS**

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

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

A complete, signed (in ink) offer package must be delivered to the Division of Purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested. Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.

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

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

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

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

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

2.4.1 Prevailing Wage and OSHA Safety Training Requirements. The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws 37-13-1 et seq. and 28-20-1 et seq., shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

2.4.2 (a) Apprenticeship. Rhode Island General Laws §37-13-3.1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

2.4.2(b) In addition to executing this certification, the general contractor shall be responsible for requiring that all subcontractors on the awarded project certify their compliance with R.I. Gen. Laws §37-13-3.1 prior to allowing the subcontractor to commence work on the awarded project. The general contractor shall be responsible for submitting the subcontractors compliance certification to the Division of Purchases after the contracts are finalized between the contractor and subcontractor.

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

### **SECTION 3 - AWARD DETERMINATION**

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

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

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

### **SECTION 4 – CONTRACT PROVISIONS**

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)).

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

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

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

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

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

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

## SECTION 5 – CERTIFICATIONS AND DISCLOSURES

### ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement.

A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

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

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

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

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

Y 5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".

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

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

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

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

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

Y 11. **NEW REVISED REQUIREMENT\* - IMPORTANT!!!** I/we hereby acknowledge that I/we understand that **EFFECTIVE JANUARY 1, 2013** all bids or proposals exceeding **FIVE HUNDRED THOUSAND (\$500,000) DOLLARS**, inclusive of all proposed alternates, must include a "public copy" as required by R.I. Gen. Laws § 37-2-18(j) and the State Procurement Regulations. It is further understood that any bid or proposal in excess of **FIVE HUNDRED THOUSAND (\$500,000) DOLLARS** which does not include a copy for public inspection shall be deemed to be non-responsive.

**RIDOT Highway and Bridge Public Works related projects utilizing Quest Lite program only** – Effective immediately, submission to the Division of Purchases of a **duplicate original** of a vendor's Quest Lite compatible electronic copy on a readable compact disk shall satisfy the statutory "public copy" requirements. Quest Lite software is defined in the Division of Purchases "State Procurement Regulations" §12.102.05 (Preparation of Proposal).

For further information, please see R.I Gen. Laws § 37-2-18(j) and specific instructions at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) .

Y 12. I/we certify that the above vendor information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-3 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #4-12 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

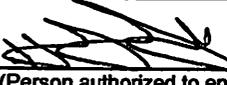
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Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.



Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

Date June 20, 2013

Sal Torregrossa, President

Name and Title of company official signing offer

Print

New Columbarium Area  
RI Veterans' Cemetery  
A/E Proj. #: 12-23; April, 2013

00300-1

DOCUMENT 00300

BID FORM

Date: June 20, 2013

To: Rhode Island Department of Administration  
Division of Purchases  
One Capitol Hill  
Providence, Rhode Island 02908

Project: New Columbarium Area at the Rhode Island Veterans' Memorial Cemetery,  
301 South County Trail, Exeter, Rhode Island 02822

Submitted By: Tower Construction Corp.  
(include Bidder's  
address, tel. & FAX  
nos., and License no.  
if applicable) 2158 Plainfield Pike, Cranston, RI 02921  
401.943.0110 / 401.944.4041

1. BID

Having examined the Place of the Work and all matters referred to in the "Instruction to Bidders" and "Supplementary Instructions to Bidders", and in the Contract Documents prepared by the Architect, Castellucci, Galli Corporation, for the above mentioned project, we the undersigned, hereby propose to enter into Contract to perform the Work for the sum of

Six Hundred Ninety Eight Thousand, Four (\$698,400.00)  
(written, and Hundred Dollars numerically)

Having examined the Place of the Work and all matters referred to in the "Instruction to Bidders" and "Supplementary Instructions to Bidders", and in the Contract Documents prepared by the Architect, Castellucci, Galli Corporation, for the above mentioned project, we the undersigned, hereby propose to enter into Contract to perform the Work for the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_ )  
(written, and numerically)

PROJECT ALLOWANCES: Not applicable.

BID ALTERNATES: Not Applicable.

UNIT PRICES: Not Applicable.

We have included the required Bid security in compliance with the "Invitation to Bid".

2. ACCEPTANCE

This Bid shall be irrevocably open to acceptance for ninety (90) days from the Bid closing date. If this Bid is accepted by the Owner within ninety (90) days, we will:

Execute the Agreement subject to compliance with required State regulatory agency approvals as described in the "Invitation to Bidders".

Furnish the required bonds in compliance with amended provisions of the "Instructions to Bidders".

Commence Work upon receipt of Purchase Order.

If this Bid is accepted within ninety (90) days, and we fail to commence the Work, or we fail to provide the required bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the value of the security deposit, or of the difference between this Bid and the Bid upon which the Contract is signed.

In the event our Bid is not accepted within ninety (90) days, the required security deposit shall be returned to the undersigned, in compliance with the provisions of the "Instructions to Bidders", unless a mutually satisfactory arrangement is made in writing for its retention and validity for an extended period of time.

### 3. CONTRACT TIME

If this Bid is accepted, we will achieve Substantial Completion of the work in 60 (sixty) calendar days from receipt of a Purchase Order. Final completion of the work shall be 30 (thirty) calendar days, thereafter. Total contract time shall be 90 (ninety) calendar days.

### 4. LIQUIDATED DAMAGES, IN AS MUCH AS TIME IS OF THE ESSENCE:

If we fail to achieve certification of Substantial Completion at the expiration of the agreed upon Contract Time indicated above, we acknowledge we will be assessed Liquidated Damages for each calendar day the project continues to be in default of Substantial Completion as follows:

\$520.00 per calendar day.

### 5. ADDENDA

The following Addenda have been received. The noted modifications to the Bid Documents have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated 5.17.13  
Addendum No. 2, dated 6.12.13, etc.

### 6. BID FORM SIGNATURES

Tower Construction Corp.  
(Bidder's name)

By: 

Title: Sal Torregrossa, President

Corporate Seal:

New Columbarium Area  
RI Veterans' Cemetery  
A/E Proj. #: 12-23; April, 2013

00350-1

**DOCUMENT 00350**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS  
FORM VA 40-0895-12**

- Must be submitted with bid.

**END OF DOCUMENT**



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (Contractor)**

**AUTHORITY:** This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 2 Part 180, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160 - 19211). Copies of the regulations may be obtained by contacting the person to whom this proposal is submitted.

**CERTIFICATION:** The authorized representative certifies, by submission of this form, that neither the representative nor principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**INSTRUCTIONS:**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "participant," "person," "primary covered transaction," "principle," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NAME AND ADDRESS OF COMPANY:  Tower Construction Corp. 2158 Plainfield Pike Cranston, RI 02921	PROJECT FAI (Federal Application Identifier) NO.  New Columbarium Area RI Veteran's Cemetary, DHS
NAME OF LOWER TIER PARTICIPANT  Sal Torregrossa	TITLE OF LOWER TIER PARTICIPANT  President
SIGNATURE OF LOWER TIER PARTICIPANT  	DATE SIGNED (mm/dd/yyyy)  June 20, 2013

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we **TOWER CONSTRUCTION CORP.**

2158 PLAINFIELD PIKE CRANSTON, RI 02921

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY**

650 ELM STREET MANCHESTER, NH 03101

a corporation duly organized under the laws of the State of **NEW HAMPSHIRE**

as Surety, hereinafter called the Surety, are held and firmly bound unto

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

(Here insert full name, and address or legal title of Owner)

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

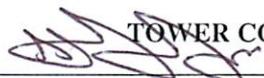
WHEREAS, the Principal has submitted a bid for **New Columbarium Area, RI Veterans Cemetary,  
DHS**

(Here 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 **20th** day of **June, 2013**.

Paula M. Lusa  
(Witness)

  
(Principal) (Seal)  
President  
(Title)

  
(Witness)

**NORTH AMERICAN SPECIALTY INSURANCE  
COMPANY**

  
(Surety) (Seal)  
(Title)  
Shelly L. Andrade, ATTORNEY-IN-FACT

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

WILLIAM F. HERTEL, JOSEPH A. SERVANT,

JAMES L. MASTORS and SHELLY L. ANDRADE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven F. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
David M. Layman, Vice President of Washington International Insurance Company  
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26<sup>th</sup> day of June, 2012.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook

ss:

On this 26<sup>th</sup> day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20<sup>th</sup> day of June, 2013.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

# AIA<sup>®</sup> Document A305<sup>™</sup> – 1986

## Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO Rhode Island Department of Administration  
Divison of Purchases  
One Capitol Hill  
Providence, RI 02908

### SUBMITTED BY:

NAME: Tower Construction Corp.

ADDRESS: 2158 Plainfield Pike, Cranston, RI 02921

PRINCIPAL OFFICE: Sal Torregrossa

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

New Columbarium Area at the Rhode Island Veteran's Memorial Cemetary

### TYPE OF WORK (file separate form for each Classification of Work):

- General Construction
- HVAC
- Electrical
- Plumbing
- Other (please specify)

### § 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor 28 Years

§ 1.2 How many years has your organization been in business under its present business name? 28 Years

§ 1.2.1 Under what other or former names has your organization operated?

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3 If your organization is a corporation, answer the following:

- § 1.3.1 Date of incorporation: 1985
- § 1.3.2 State of incorporation: RI
- § 1.3.3 President's name: Salvatore Torregrossa
- § 1.3.4 Vice-president's name(s)

- § 1.3.5 Secretary's name: Salvatore Torregrossa
- § 1.3.6 Treasurer's name Salvatore Torregrossa

§ 1.4 If your organization is a partnership, answer the following:

- § 1.4.1 Date of organization:
- § 1.4.2 Type of partnership (if applicable):
- § 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

- § 1.5.1 Date of organization:
- § 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

## § 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

RI License #1387

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

RI

## § 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

02200 Demolition  
03000 Concrete  
05000 Steel  
06100 Carpentry  
09900 Painting  
09250 Gypsum/Metal Framing

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

NO

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

NO

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

NO

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

CCRI Dome Replacement	CCRI	CCRI	\$ 637,000.00	5%	9/13
URI Marine Building	URI	Lamborghini/Feibelman	\$ 675,000.00	5%	6/13
CCRI Lecture Hall	CCRI	Torrado Architects	\$ 2,453,570.00	75%	4/13
Friedman Building	Johnson & Wales	Edward Rowse	\$ 682,611.00	95%	4/13
Meadowbrook School – II	E. Greenwich	SMMA	\$ 662,406.00	0%	9/13

§ 3.4.1 State total worth of work in progress and under contract:

\$2,435,000.00

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Meadowbrook School-Ph 1	East Greenwich, RI	SMMA	\$1,800,000.00	2012	25%
JWU Computer Center	J&W University.	Vision III	\$ 712,115.00	2008	70%
Marian J. Mohr Library	Town of Johnston	Lonardo & Associates	\$2,585,000.00	2009	50%
URI Meade Stadium	State of RI	Lamborghini/Feibelman	\$ 661,200.00	2010	80%
Rolo Building	J&W University	Odeh Engineers	\$ 790,000.00	2011	80%
National Grid	National Grid	In House	\$ 600,000.00	2012	80%
Fine Arts Building – URI	State of RI	Hughes Associates	\$1,141,000.00	2011	20%
Carothers Library – URI	State of RI	Durkee Brown	\$ 914,600.00	2012	50%
DOA-Information Tech	State of RI	SMMA	\$5,010,000.00	2010	50%
DOA Building	State of RI	Edward Rowse	\$ 505,000.00	2008	70%
Parish Center	Diocese of Providence	Lonardo & Associates	\$2,435,000.00	2009	50%
Materion Facility	Materion	Edward Rowse	\$ 510,000.00	2012	50%
Transportation Center	J&W University	Brewster Thornton	\$ 520,000.00	2012	80%

§ 3.5.1 State average annual amount of construction work performed during the past five years:

\$7,443,000.00

(Paragraphs deleted)

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

Salvatore Torregrossa	Owner
Al Poulos	Project Manager
Paula Lisa	Assistant Project Manager

David Vincent  
Sheila Matano

Superintendent  
Office Manager

§ 4. REFERENCES

§ 4.1 Trade References:

NES Rentals, East Providence, RI  
Contractors Supply, East Providence, RI  
Allied Building Products, Weymouth, MA

§ 4.2 Bank References:

Citizens Bank, Cranston, RI

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

North American Specialty Insurance Company

§ 4.3.2 Name and address of agent:

USI Insurance Services of RI  
5700 Post Road  
East Greenwich, RI 02818

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Note: Will furnish if required at time of contract

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Sansiveri, Kimball & McNamee, L.L.P.  
55 Dorrance Street  
Providence, RI 02903

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

| Yes

| § 6. SIGNATURE



| § 6.1 Dated at this 19<sup>th</sup> day of June, 2013

| Name of Organization: Tower Construction Corp.

| By: Salvatore Torregrossa

| Title: President

§ 6.2

| M r. Sal Torregrossa being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

| Subscribed and sworn before me on this 19th day June , 2013

| Notary Public:



| My Commission Expires: May 31, 2015

Section 501(c)(3) status is not being requested for this organization.

Yes

*[Handwritten Signature]*

Signature

Date: 10/10/2013

Name of Organization: Town of...

Address: ...

Phone: ...

Page 2

The information provided herein is true and correct to the best of my knowledge and belief.

Date: 10/10/2013

*[Handwritten Signature]*

Date: May 31, 2013

