

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

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7548444A4
Bid/RFP Title: REHABILITATION OF THREE PHYSICIAN'S COTTAGES - PASTORE CENTER, MECH & ELECT - (1)PG

Opening Date & Time: 3/7/2014 10:00 AM

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 #:

NOTICE TO VENDORS

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at www.purchasing.ri.gov.

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

SECTION 2 – REQUIREMENTS

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

Section 2.1 - RULES FOR SUBMITTING OFFERS

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

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

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

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

Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.

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

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

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

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

2.4. PREVAILING WAGE, OSHA SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS.

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

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

SECTION 3 - AWARD DETERMINATION

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

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

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

SECTION 4 - CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

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

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

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

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

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

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

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

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

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

SECTION 5 – CERTIFICATIONS AND DISCLOSURES
ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement.

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

Indicate Yes (Y) or No (N):

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

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

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

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

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

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

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

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

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

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

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

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

BID FORM

Date: March 7, 2014

RFP #: 7548444

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

Project: Physician's Cottages Rehabilitation Project
41,42 & 43 Cherry Dale Court
Cranston, Rhode Island 02920

Submitted by: Tower Construction Corp.
2158 PLainfield Pike
Cranston, RI 02921 estimating@towerconstructioncorp.com
401.943.0110 (ph) 401.944.4041 (fax) Lic # 1387

(Please include in the above spaces the firm's legal name, address, telephone, fax number, contact email address, and license number if applicable)

1. BASE BID

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents, the cost submitted here-in includes all work delineated in the Project Manual and Drawings prepared by Union Studio Architects, Inc and Creative Environment Corp. provided on December, 2013. Additionally the cost provided here-in is inclusive of all Allowances that have been identified in the Contract Documents, as such they have been calculated as part of the total costs submitted as part of the Base Bid Value. Furthermore, the Base Bid includes all work delineated in the addendums issued throughout the bidding process and takes into consideration the time line as presented for the project included as part of this Bid.

The cost to provide the Owner for the Project in full compliance with the Project Documents can be completed for the Sum of (This Cost includes the values of the Allowances delineated in the Bid Form) and, we, the undersigned, hereby offer to enter into a Contract to perform the Work as prescribed for Base Bid for the sum of:

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Seventy-Eight and 00/100-----
Written

WE HAVE INCLUDED THE REQUIRED BID SURETY AS REQUIRED BY THE INVITATION TO BID AS PART OF THE ABOVE COST.

2. ALLOWANCES

Allowances for the Project to be included in Base Bid are as follows. The following amount (Collective Sum Total) in Bid, for inclusion in the Base Bid:

2.1 An allowance of \$6,000.00 (\$2000.00 per building) for repair to existing side lite glazing at all south facing building entries.

2.2 An allowance of \$7,500.00 (\$2,500.00 per building) for building signage/way-finding.

I (the bidder) have carried as part of the Base Bid the total applicable value of the combined totals of Allowances as presented above.

3. ADDENDA

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

Addendum No. 1, dated 2.11.14 Addendum No. 2, dated 2.25.14
Addendum No. 3, dated 2.24.14 Addendum No. 4, dated 2.28.14

4. ALTERNATES

BIDDER agrees to be bound by the following alternate prices.

The Bidder shall take notice that the Alternates are listed in the order in which the Owner intends on awarding them based on available funds and as follows...

Add Alternates will be considered in the order in which they are presented except where available project funds require choices out of the order in which they are presented. The Owner will then award the next alternate on the list that the project budget supports or otherwise award a combination of alternates that follows the order within the project budget.

In the event the Owner is required to reduce funds the Deductive Alternates will be considered in the order presented, except where funds allow for the skipping a deductive alternate and proceeding to the next.

Additionally, the Owner reserves the right to award a combination of both Additive and Deductive Alternates as may be determined to be in the best interests of the Owner.

ADDITIVE ALTERNATE-NO. 01

Provide 100% plaster skim-coat (min. 2 coats) at all interior walls of buildings 41, 42 and 43. All walls are to be patched (where required), made free of loose debris, cleaned and primed with a fast-drying, stain-sealing primer prior to first layer of joint-compound. Trowel on first coat and let dry. Trowel on second coat perpendicular to the first. After fully dry, sand wall with 120-grit paper and prepare for paint.

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---THirty-Two Thousand Dollars and 00/100-----

Written

5. UNIT PRICES

Provide Unit Pricing for the following items which shall be used for additive and deductive change orders as may be required. The General Contractor shall submit Unit Costs as requested and each cost submitted shall be considered to be all inclusive and includes overhead, profit, travel, mobilization, incidental and appurtenant cost for the complete legal removal and/or installation of all items identified. Costs submitted shall be inclusive of compliance with all regulatory requirements, legal disposal, labor, materials, testing, bonding and administrative costs to provide labor, materials and services as prescribed in the Contract Documents. When these costs (Unit Costs) are used for deductive change orders the cost will be totaled and Two (2) percent will be subtracted from the final total which shall be considered administrative costs for the General Contractor for preparing the deductive Change Order. Provide these Unit Costs in Numerical form only. Prior to a final bid award confirmation of the Unit Costs will be made between the Owner and General Contractor. Unit costs will be reviewed as part of the overall review of the Bidders proposal for fairness and competitiveness.

The General Contractor shall note that the presence of a requested Unit Cost does not imply that General Contractor does not own these services in the Base Bid as prescribed in the Contract Documents and are being provided in the event the services are required due to circumstances mutually agreed to as being work in excess of that prescribed in the Contract Documents.

DESCRIPTION OF SERVICES	CONTRACTORS UNIT COST
Provide State Police Details that the Owner may direct outside of the Contractors Responsibility to Provide Police	

Details for the Protection of the Public.										
Daily Rate Per Eight (8) Hours	\$,	7	0	0	.	0	0	
One Half Day Rate [Four (4) Hours]	\$,	4	0	0	.	0	0	
Ten (10) Yard Roll Off Dumpster for use by the Owners Own Workforce or Owners Subcontractors. This includes Drop off, and pick up of units as well as tipping fees for allowable load.	\$,	5	0	0	.	0	0	
Twenty (20) Yard Roll Off Dumpster for use by the Owners Own Workforce or Owners Subcontractors. This includes Drop off, and pick up of units as well as tipping fees for allowable load.	\$,	6	5	0	.	0	0	
Thirty (30) Yard Roll Off Dumpster for use by the Owners Own Workforce or Owners Subcontractors. This includes Drop off, and pick up of units as well as tipping fees for allowable load.	\$,	7	5	0	.	0	0	
Provide added Exit Sign as may be directed. This work includes all concealed electrical work, junction boxes, conduits, cabling, fixtures and testing. Work shall include access, repairs to walls, ceilings and other structures including final finishes and clean up.										
Cost Per Each...	\$,	5	0	0	.	0	0	
Provide added Fire Horn /Strobe as may be directed.										
This work includes all concealed electrical work, junction boxes, conduits, cabling, fixtures, programming and testing. Work shall include access, repairs to walls, ceilings and other structures including final finishes and clean up.										
Cost Per Each...	\$,	5	0	0	.	0	0	
Additional Portable Toilets that may be required for use by the Owners Own Work Force and/or Subcontractors. This cost shall include delivery and pick up and maintenance of the units and is base on a single unit. As	\$,	1	0	0	.	0	0	

such the cost is for each unit.										
Cost Per man Hour for a Laborer dedicated to assist in housekeeping operations that may be required to maintain site and building cleanliness for work performed by the Owners Work Force and/or Owners Subcontractors. This item does not mean the Owner has to utilize a laborer from the Contractors workforce.	\$,	7	9		.	0	0	
Cost to continue to provide and maintain temporary fencing beyond the initial contract period as defined in the specifications per one thousand lineal feet (1000 lf) including cost of reconfiguration and one double gate vehicle gate (sixteen feet wide) per this unit.										
Per Diem	\$,	1	0	0	.	0	0	
Per Month	\$,	7	5	0	.	0	0	
Title: Remove and replace, to match existing, ornamental steel balustrade above porch entry. To include all required attachments and flashings to match existing and keep roof water-tight										
Cost Per Each	\$	5	,	0	0	0	.	0	0	

BIDDER agrees to be bound by the unit prices provided herein:

DEMOLITION and HAZARDOUS MATERIALS UNIT COSTS

The Contractor, Demolition Contractor and Hazardous Materials Contractors shall note that the presence of a requested Unit Costs (below) does not imply that the Project Scope of Work does not include the following cost as part of the Base Bid as prescribed in the Contract Documents and are being provided in the event the services are required due to circumstances mutually agreed to as being work in excess of that prescribed in the Contract Documents. Additionally where allowances are established for work that may be encountered, or otherwise is clearly not part of the Base Bid, the following rates shall apply for those changes.

Quantity classifications delineated below shall be determined based on the scope of work being performed and may be considered cumulative for work that is being performed in localized areas of the project, and/or project wide depending on the circumstances and/or phase of work underway. The Contractor and Owner shall review the status of work underway and mutually agree on the unit costs to be carried as the project progresses and shall adjust the unit cost accordingly based on the overall work effort being undertaken and

determination that multiple mobilizations and/or unique and/or separate set up efforts were required to perform the work.

DESCRIPTION OF SERVICES	CONTRACTORS UNIT COST
Title: Provide TCLPS in full compliance with all regulatory requires utilizing the Owners Lab as may be requested by the Owner in addition to those required in the base bid.	
Twenty Four hour Turnaround	\$ 4 , 0 0 0 . 0 0
Forty Eight hour Turnaround	\$ 2 , 0 0 0 . 0 0
Expeditious Legal Removal and Disposal of Underground Tanks including all appurtenant work such as disconnect from piping, pump out tank, purging, excavation, backfill, compaction, rigging, transportation, disposal, working with regulatory authorities and design team and etc. as required to remove the structure from the work site.	
Underground Tank less than 1000 Gallons Per Each	\$ 5 , 0 0 0 . 0 0
Underground Tank 1001 to 3000 Gallons Per Each	\$ 7 , 5 0 0 . 0 0
Underground Tank 3001 to 5000 Gallons Per Each	\$ 9 , 9 0 0 . 0 0
Title: All services required for the collection, storage and legal disposal of fuel, oil, solvents and other liquid materials classified as hazardous. (unit cost per gallon, one to ten gallons, unit cost provided per one gallon)	
Normal Hours	\$, 2 0 0 . 0 0
Premium Time	\$, 3 0 0 . 0 0
Title: All services required for the collection, storage and legal disposal of fuel, oil, solvents and other liquid materials classified as hazardous. (unit cost per ten gallon, eleven to fifty gallons, unit cost provided per ten	

gallons)									
Normal Hours	\$			3	0	0		.	0 0
Premium Time	\$			5	0	0		.	0 0
Title: All services required for the collection, storage and legal disposal of fuel, oil, solvents and other liquid materials classified as hazardous. (unit cost per fifty gallons, fifty-one to "X" gallons, unit cost provided per fifty gallons)									
Normal Hours	\$	5			0	0	0		. 0 0
Premium Time	\$	7			5	0	0		. 0 0
Title: All services required to excavate, temporarily store and protect, remove and dispose of in a legal manner contaminated soils as may be encountered, not identified in the base bid. Unit cost per cubic yard, one to ten cubic yards. Unit cost per cubic yard.)									
Normal Hours	\$				1	5	0		. 0 0
Premium Time	\$				2	5	0		. 0 0
Title: All services required to excavate, temporarily store and protect, remove and dispose of in a legal manner contaminated soils as may be encountered, not identified in the base bid. Unit cost per ten cubic yards, eleven to "X" cubic yards. Unit cost per ten cubic yards.)									
Normal Hours	\$	1			5	6	0		. 0 0
Premium Time	\$	2			0	0	0		. 0 0
Title: All services required to remove, and legally dispose of electrical transformers with suspect hazardous materials (unit cost per each)									
Normal Hours	\$				1	0	0		. 0 0
Premium Time	\$				1	5	0		. 0 0

Title: Asbestos Insulated Pipe Fittings Per Each ½" to 2"									
Normal Hours	\$			1	0	0		0	0
Premium Time	\$			1	2	5		0	0
Title: Asbestos Insulated Pipe Fittings Per Each 2½" to 4"									
Normal Hours	\$			1	0	0		0	0
Premium Time	\$			1	2	5		0	0
Title: Asbestos Insulated Pipe Fittings Per Each 4½" to 8"									
Normal Hours	\$			1	0	0		0	0
Premium Time	\$			1	2	5		0	0
Title: Asbestos Insulated Pipe Fittings Per Each 8½" to 12"									
Normal Hours	\$			1	2	5		0	0
Premium Time	\$			1	5	0		0	0
Title: Asbestos Insulated Pipe Per LF ½" to 2"									
Normal Hours	\$			7	5			0	0
Premium Time	\$			1	0	0		0	0
Title: Asbestos Insulated Pipe Per LF 2½" to 4"									
Normal Hours	\$			7	5			0	0
Premium Time	\$			10	0			0	0
Title: Asbestos Insulated Pipe Per LF 4½" to 8"									
Normal Hours	\$			1	0	0		0	0
Premium Time	\$			1	2	5		0	0
Title: Miscellaneous Asbestos Containing Materials, i.e. brake shoes, ductwork insulation, doors and etc. shall be costed per SF of surface area. Cost Per SF is....									

Normal Hours	\$ 4,000.00
Premium Time	\$ 5,000.00
Title: Removal and Disposal of Firestopping and Fire Caulking Materials Containing Asbestos <u>Per LF</u> less than a total of 100 LF.	
Normal Hours	\$ 100.00
Premium Time	\$ 125.00
Title: Removal and Disposal of Firestopping and Fire Caulking Materials Containing Asbestos <u>Per LF</u> greater than a total of 100 LF.	
Normal Hours	\$ 125.00
Premium Time	\$ 150.00

BIDDER agrees to be bound by the unit prices provided herein:

EXTERIOR WOOD TRIM AND CORNICE DETAILS

The Contractor shall note that the presence of a requested Unit Costs (below) does not imply that the Project Scope of Work does not include the following cost as part of the Base Bid as prescribed in the Contract Documents and are being provided in the event the services are required due to circumstances mutually agreed to as being work in excess of that prescribed in the Contract Documents. Additionally where allowances are established for work that may be encountered, or otherwise is clearly not part of the Base Bid, the following rates shall apply for those changes.

Quantity classifications delineated below shall be determined based on the scope of work being performed and may be considered cumulative for work that is being performed in localized areas of the project, and/or project wide depending on the circumstances and/or phase of work underway. The Contractor and Owner shall review the status of work underway and mutually agree on the unit costs to be carried as the project progresses and shall adjust the unit cost accordingly based on the overall work effort being undertaken and determination that multiple mobilizations and/or unique and/or separate set up efforts were required to perform the work.

DESCRIPTION OF SERVICES	CONTRACTORS UNIT COST
Title: Provide removal and replacement, to match existing, of exterior wood trim details as indicated on drawing A2.6 / sheet A401:	
#A1 Per Lineal foot	\$ 125.00

7. Drawing and Contract Exhibits

Project Drawing and Technical Specifications have a Table of Contents that Serve as the list of Drawings and Project Documents

8. LIQUIDATED DAMAGES

"The Bidder (Contractor) acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the building(s) as defined in the master schedule and Section entitled "Contract Time " in this Bid Form. It is the Owners intent to occupy the building(s) as delineated in the project schedule and achieve final completion including the installation of all systems, furniture, equipment, testing of systems, and to provide training on all building systems while the Contractor finalizes their obligation.

Therefore, the Owner and the Contractor agree as set forth in the following paragraph.

If the Contractor fails to achieve milestones allowing the Owner to effectively and properly mobilize, setup, install and test systems such as but not limited to furniture, equipment, communications, computer networks and other systems as required to operate a public safety complex, in the periods delineated under Contract Time the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the actual costs for such delay, as follows...

The Owner reserves the right to "Actual Damages" which for the purposes of this section shall be defined as all associated costs to delay and/or store systems, furniture and equipment including the costs of any and all labor and potential difference in cost between original owner proposals and potential costs differences due to premiums associated with these costs and ARE limited to remobilization to complete the work timely as it is related and associated with such delay, including remobilization costs, design team fees, project management fees , shift premiums and other costs associated with such delays for those items outlined here-in. These damages shall be based on the actual documented costs for those items defined above and the Owner Acknowledges that it will not impose costs for rental of temporary facilities to conduct Fire Academy business, additional transportation costs associated with staff and premiums associated with staff not associated with setting up the building(s).

The Owner may deduct liquidated damages described in the aforesaid from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner upon the demand of the Owner, from the Contractor and/or its surety."

The maximum liquidated damages payable shall be \$75,000.00.

9. BID FORM SIGNATURE(S)

The Bid Sum submitted for the Base Bid includes the totals for Allowances. Bid Alternates and Unit Costs are provided as the Bid Form requires.

Tower Construction Corp.
(Bidder's name)

By:  _____

Title: President _____

Corporate Seal:

**THE CONTRACTOR SHALL PROVIDE AN AFFIDAVIT THAT THE PERSON WHO HAS
AFFIXED HIS OR HER SIGNATURE TO THIS BID FORM IS ACTIVELY AND LEGALLY
AUTHORIZED TO BIND THE FIRM CONTRACTUALLY.**

**THIS FORM MUST BE SUBMITTED WITH AND AFFIXED
TO THE BID FORM.**

END OF BID FORM

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Handwritten signature or name in the middle section of the document.



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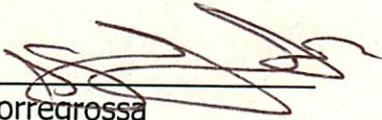
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March 7, 2014

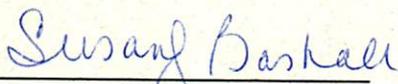
AFFIDAVIT

Before the undersigned, on this 7th day of March, 2014, I, Sal Torregrossa, certify that I am President of Tower Construction Corp. and am legally authorized to bind Tower Construction Corp. contractually. Tower Construction Corp. is a corporation organized under the Laws of the State of Rhode Island.


Sal Torregrossa


Corporate Seal

Sworn to and subscribed before me on this 7th day of March, 2014.


Notary Public

My Commission Expires: July 4, 2017

17

Handwritten signature or scribble

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Handwritten circular stamp or seal, possibly containing the name "G. G. G. G." and other illegible text.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex

1511 Pontiac Avenue
Cranston, RI 02920-4407

TTY: Via RI Relay 711

Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

STATE CONTRACT ADDENDUM

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

PREVAILING WAGE REQUIREMENTS
(37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

An Equal Opportunity Employer/Program./Auxillary aids and services are available upon request to individuals with disabilities.

TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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

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

Lincoln D. Chafetz
Governor
Charles J. Fogarty
Director

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journey person ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

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TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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

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

Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

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

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

CERTIFICATION

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

By: [Signature]

Title: President

Subscribed and sworn before me this 7th day of March, 2014

[Signature]
Notary Public
My commission expires: July 4, 2017

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

Department of Labor and Industry

Division of Occupational Safety and Health
1500 North St. Louis Street
Austin, Texas 78701

OSHA Form 304 (Rev. 10-1-80)
Instructions on reverse

OSHA Form 304 (Rev. 10-1-80)
Instructions on reverse

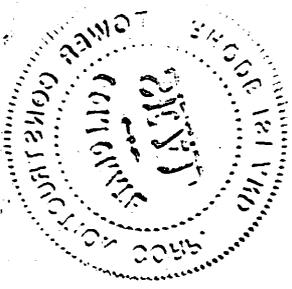
This report was prepared pursuant to OSHA 304-101, et seq.

Any reference to "this report" in this document shall refer to the report prepared by the Department of Labor and Industry, Austin, Texas, on the date indicated above.

IDENTIFICATION

On MARCH 14, 1981 at HOUSTON, TEXAS in the County of HARRIS and State of TEXAS the undersigned, a duly authorized representative of the Department of Labor and Industry, Texas, conducted an inspection of the premises of the following:

[Handwritten signature]



OSHA Form 304 (Rev. 10-1-80)





STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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

Telephone: (401) 462-8000

APPENDIX A

TITLE 37
Public Property and Works

CHAPTER 37-13
Labor and Payment of Debts by Contractors

SECTION 37-13-5

§37-13-5 Payment for trucking or materials furnished - Withholding of sums due. -A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

APPENDIX B

TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-7

§ 37-13-7 Specification in contract of amount and frequency of payment of wages.
-(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and**
- (2) The amount of:**

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

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)

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05	0479435
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NAME Tower Construction Corp

ADDRESS 2158 Plainfield Pike

(REMITTANCE ADDRESS, IF DIFFERENT) _____

CITY, STATE AND ZIP CODE Cranston, RI 02921

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



TITLE President

DATE 3.7.14

TEL NO. 401.943.0110

BUSINESS DESIGNATION:

- Please Check One:
- | | | |
|--------------------------------------|---|---|
| Individual <input type="checkbox"/> | Medical Services Corporation <input type="checkbox"/> | Government/Nonprofit Corporation <input type="checkbox"/> |
| Partnership <input type="checkbox"/> | Corporation <input checked="" type="checkbox"/> | Trust/Estate <input type="checkbox"/> |
| | | Legal Services Corporation <input type="checkbox"/> |

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

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
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 State of NH

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
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

Rehabilitation of Three Physician's Cottages-Pastore Center #7548444

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 hereof, 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 3rd of March, 2014.

[Signature]
(Witness)

Tower Construction Corp.
(Principal) (Seal)

BY: [Signature]
Sal Torregrossa (Title) President
North American Specialty Insurance Company
(Surety) (Seal)

[Signature]
(Witness)

BY: [Signature]
Shelly L. Andrade (Title) Attorney-in-Fact

W. H. ...

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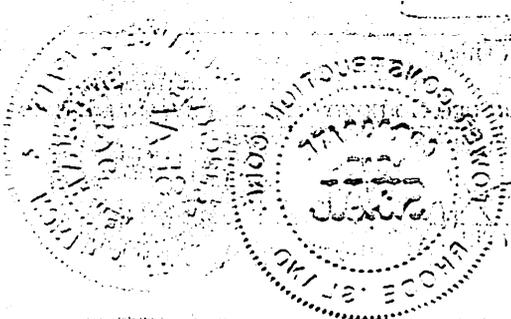
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NAS SURETY GROUP

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: Shelly L. Andrade

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: Tower Construction Corp.

Bond Number: Bid Bond

Obligee: State of Rhode Island and Providence Plantations

Bond Amount: See Bond Form

Bond Description: Rehabilitation of Three Physician's Cottages-Pastore Center #7548444

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000) 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 9th 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 P. 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 25th day of May 20 12.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 25th day of May 20 12, 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 3rd day of March, 2014.

[Signature]

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



**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: 7548444

Bid/RFP Title: Rehabilitation of Three Physician's Cottages - Pastore Center

RIVIP Vendor ID#: 6755

Vendor Name: Tower Construction Corp

Address: 2158 Plainfield Pike Cranston, RI 02921

Telephone: 401.943.0110

Fax: 401-944.4041

E-Mail: estimating@Towerconstructioncorp.com

Contact Person and Title: Sal Torregrossa President

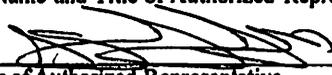
Tower Construction Corp Cranston, RI (Company Name & Address) (hereafter "bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13- 3.1 because bidder meets one of the following qualifications (check):

- 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).

Sal Torregrossa President
Printed Name and Title of Authorized Representative

March 7, 2014
Date


Signature of Authorized Representative

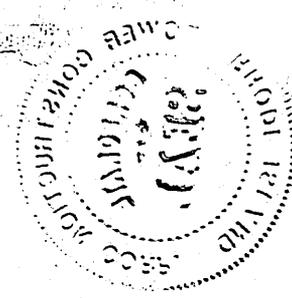
Under the provisions of the New membership regulations...
The following members have been elected to the office of...
The following members have been elected to the office of...

The following members have been elected to the office of...
The following members have been elected to the office of...
The following members have been elected to the office of...

The following members have been elected to the office of...
The following members have been elected to the office of...
The following members have been elected to the office of...

The following members have been elected to the office of...
The following members have been elected to the office of...
The following members have been elected to the office of...

[Handwritten signature]





Rhode Island Department of Labor and Training

Apprenticeship



.....the world's oldest formal system of learning

STANDARDS OF APPRENTICESHIP

For the Trade(s): Laborer Terms: 2 - 4000
Carpentry 4 - 8000

FORMULATED
BY:

TRAINING PROGRAM SPONSOR: Tower Construction Corp
 ADDRESS: 2158 Plainfield Pike Cranston RI 02920

WITH THE ASSISTANCE of
 the STATE OF RHODE ISLAND APPRENTICESHIP COUNCIL

Rhode Island Department of Labor & Training
 Building #70 1511 Pontiac Avenue,
 POB # 20247 Cranston, RI 02920-0943

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FOREWORD

It has been recognized by this sponsor that to train a skilled workforce there must be a well developed plan of work experience supplemented with related instruction. This recognition has resulted in the development of this Apprenticeship Program in accordance with the Standards of Apprenticeship as recommended by the Rhode Island State Apprenticeship Council, Rhode Island Department of Labor & Training.

It is the desire of this sponsor to cooperate with the Rhode Island State Apprenticeship Council in the training of apprentices and to assure said apprentices that if they will diligently apply themselves to the learning of an occupation, they will be afforded an opportunity to become a skilled craftworker.

The recruitment, selection, employment, and training of apprentices during their apprenticeship, shall be without discrimination because of race, color, religion, national origin, or sex. The sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required by existing State and Federal regulations and statutes.

DEFINITIONS

APPRENTICE-shall mean a worker 16 years of age, except where a higher minimum age standard is otherwise fixed by law, who meets the qualifications established by the Council and sponsor. The apprentice shall be employed under a registered apprenticeship agreement which will provide that he/she will receive training and experience in accordance with these Standards of Apprenticeship. The apprentice shall be registered with the Rhode Island State Apprenticeship Council, Rhode Island Department of Labor.

APPRENTICESHIP AGREEMENT-shall mean an individual written agreement between an apprentice and either his/her employer or an apprenticeship committee acting as an agent for employer(s), and approved by and filed with the Rhode Island Apprenticeship Council. The agreement will contain the terms and conditions of the employment and training of the apprentice.

APPRENTICESHIP COMMITTEE-shall mean those persons designated by the sponsor to act for it in the administration of the programs. A committee may be "jointed," i.e., it is composed of an equal number of representatives of the employer(s) and of the employees represented by a bona fide collective bargaining agent(s) and has been established to conduct, operate, or administer an apprenticeship program and enter into apprenticeship agreements with apprentices. A committee may be unilateral or non-jointed and shall mean a program sponsor in which a bona fide collective bargaining agent is not a participant.

APPRENTICESHIP PROGRAM -shall mean a plan containing all terms and conditions for the qualifications, recruitment, selections, employment, and training of apprentices, including such matters as the requirement for a written apprenticeship agreement.

APPROVING AGENCY -shall mean the Rhode Island State Apprenticeship Council (SAC), Rhode Island Department of Labor, as recognized by the United States Department of Labor, Bureau of Apprenticeship and Training (BAT).

BUREAU -shall mean the Bureau of Apprenticeship and Training, Employment and Training Administration, United States Department of Labor.

CANCELLATION -shall mean the termination of the registration or approval status of a program at the request of the sponsor or termination of an apprenticeship agreement at the request of the apprentice.

CERTIFICATION-shall mean written approval by the Rhode Island State Apprenticeship Council of:

1. A set of apprenticeship standards developed by a national committee or organization, jointed or unilateral, for policy or guideline used by local affiliates, as substantially conforming to the Standards of Apprenticeship set forth in Section 29.5; or
2. An individual is eligible for probationary employment as an apprentice under a registered apprenticeship program.

CONTINUOUS EMPLOYMENT-the employer intends and expects to give the apprentice continuous employment and will use its best efforts to keep the apprentice employed during the full term of apprenticeship. If any apprentice is temporarily released due to business conditions, that apprentice shall be given the opportunity to be reinstated before any additional apprentice is employed in the same trade.

DIRECTOR -shall mean the Director of the Rhode Island Department of Labor.

DOCUMENTATION-records to substantiate previous training in the occupation. For SAC approval of on-the-job credit, the Council will consider letters from sponsors and wage records. Credit for related instruction shall be accompanied by diploma or certificate from a training institution accepted by the SAC. Such instructions must be related to the occupation.

EMPLOYER-shall mean any person or organization employing an apprentice whether or not such person or organization is a party to an apprenticeship agreement with the apprentice.

EXTENSION OF ESTIMATED COMPLETION DATE -the estimated completion date affixed to the apprentice agreement may be extended for a period not to exceed two (2) years. Requests for extension beyond two years will be in writing to the Council for disposition.

FEDERAL PURPOSES -includes any Federal contract, grant, agreement, or arrangement dealing with apprenticeship; and any Federal financial or other assistance, benefit, privilege, contribution, allowance, exemption, preference, or right pertaining to apprenticeship.

FIELD REPRESENTATIVE-shall mean the person designated by the Rhode Island State Apprenticeship Council or the Bureau of Apprenticeship and Training to service the program.

INDENTURE DATE-shall mean the date the agreement is signed by the sponsor and the apprentice. The agreement shall be submitted immediately after the employment to the registration agency for approval and registration.

LETTER OF INTENT -there will be a signed letter of intent for the pre-apprenticeship recognition. The pre-apprentice, upon satisfactory completion of the pre-apprentice appendix, will be registered into an apprenticeship program. (In-school/Out-of-school youth.)

OUT-OF-SCHOOL YOUTH-shall mean any youth between the ages of 16 and older who have formally left school.

PARTIES TO THE APPRENTICE AGREEMENT -shall mean the apprentice and his/her parent or guardian, if the apprentice is a minor, a duly authorized representative of the company, and the Rhode Island State Apprenticeship Council. All shall sign the agreement.

PRE-APPRENTICE - shall mean anyone who is in training within the guidelines set forth in the Standards by the Rhode Island State Apprenticeship Council evidenced by a signed letter of intent. (In-school/Out-of-school youth.)

PRE-APPRENTICESHIP PROGRAM - shall mean educational programs that prepare potential workers (youth and adults) for entry into a registered apprenticeship program. (In-school/Out-of-school youth.)

REGISTRATION AGENCY-the Rhode Island State Apprenticeship Council, Rhode Island Department of Labor, recognized and approved by the Bureau of Apprenticeship and Training.

REGISTRATION OF APPRENTICESHIP AGREEMENT-shall mean the acceptance and recording thereof by the Rhode Island State Apprenticeship Council as evidence of the participation of the apprentice in a particular registered apprenticeship program.

REGISTRATION OF APPRENTICESHIP PROGRAM - shall mean the acceptance and recording of such by the Rhode Island State Apprenticeship Council as meeting the basic standards and requirements of the United States Department of Labor for approval of such programs for Federal purposes. Approval evidenced by a certificate of registration or other written indicia.

RELATED INSTRUCTION - shall mean an organized and systematic form of instruction designed to provide the apprentice with knowledge of the theoretical and technical subjects related to his/her occupation.

SCHOOL APPRENTICESHIP LINKAGE - shall mean the combining of the formal, registered apprenticeship system with secondary or post-secondary school registration and attendance, enabling student apprentices to achieve apprenticeship accreditation while completing their education. Participating students are employed by the sponsor part time as registered apprentices and attend school courses that provide theoretical and technical education related to their on-the-job experience. School/apprenticeship linkage provides students with a coordinated sequence of classes and structured training on-the-job through which they gain credit toward school graduation and professional career standing. The hours and type of work student apprentices perform may be limited by child labor laws or agreements between the sponsor and the school. Participating schools will have a designated coordinator to work with the sponsor and the student. Upon graduation from the school, student apprentices continue their apprenticeship with the sponsor full time.

SPONSOR-shall mean any person, association, committee, or organization operating an apprenticeship program and in whose name the program is (or is to be) registered or approved.

STANDARDS -shall mean the organized written plan embodying the terms/conditions of employment and training as defined in Title 29, Section 29.5 and Title 30, Section 30-30.3,30.4, 30.5 (22 elements) subscribed to by the sponsor and registered with the Rhode Island State Apprenticeship Council.

STATE -shall mean the State of Rhode Island.

STUDENT APPRENTICE -shall mean an apprentice who is a student and is participating in a school/apprenticeship linkage program under Rhode Island State Apprenticeship Council, Standards of Apprenticeship.

WAIVER -Request for SAC waiver shall be in writing to the Council. Completed criteria for SAC waiver shall accompany request. SAC waiver will only be applied on a "one-time" basis to a sponsor. The granted waiver will remain in effect until the completion of the apprentice. In the event that an apprentice leaves the employ of a sponsor before completion, all information regarding the cancellation/termination of the apprentice shall be forwarded to the SAC for review. Upon review of the Council that the cancellation/termination of the apprentice was in no way the cause of the sponsor, the one-time waiver shall be extended for a new applicant.

SECTION I TERM OF APPRENTICESHIP

The term of apprenticeship, not less than 2,000 hours of work experience, consistent with training requirements as established by industry practice. The term of apprenticeship in the designated trade shall be as noted on Page 1 (Cover Sheet) of these Standards, each year of which shall consist of 2000 hours of work experience and approximately 144 hours of instruction in related subjects.

SECTION II SCHEDULE OF WORK PROCESSES

The apprentice shall receive instruction and work experience in all branches of the trade as listed in the Work Process attached hereto (Appendix B). The work experiences need not be in the precise order as listed, nor do the scheduled hours on any operation need be continuous, to permit the flexibility necessary to the normal production schedule.

SECTION III RELATED INSTRUCTION

The apprentice shall be required to attend classes in related trade subjects for approximately 144 hours per year, each year of the term of apprenticeship. The recommended subjects are on the attached list (Appendix C). Such instruction may be given in a classroom or through trade, industrial, or correspondence courses of equivalent value, or other forms of self-study approved by the registration approval agency.

SECTION IV a WAGES

A progressively increasing schedule of wages to be paid the apprentice consistent with the skill acquired. The entry wage shall be not less than the minimum wage prescribed by the Fair Labor Standards Act, where applicable, unless a higher wage is required by other applicable federal law, state law, respective regulations, or by collective bargaining agreement.

Apprentices shall be paid not less than the following rates per hour:

PERIOD (Hours) (No.) 4 years (Hours) 8000

1st 1000 hours	60 %
2nd 1000 hours	70 %
3d 1000 hours	80 %
4th 1000 hours	90 %
5th 1000 hours	

6th 1000 hours	
7th 1000 hours	
8th 1000 hours	
9th 1000 hours	
10th 1000 hours	

Craftworker's wage rate as of 3/6/14 is \$20.83

SECTION IV b HOURS OF WORK

Apprentices shall work the same hours and be subject to the same conditions regarding overtime as govern craftworkers in the trade employed by the company. Overtime hours worked will be credited toward completion of apprenticeship for the actual hours worked.

SECTION V PERIODIC EVALUATION

The apprentice shall be given an evaluation before each period of advancement by his/her supervisor on the apprentice's progress in job performance and related instruction. The maintenance of appropriate progress records will be kept by the sponsor (Master Record Card/Sheet).

SECTION VIa RATIO OF APPRENTICES

The generic Council ratio shall be one apprentice to every five craftworkers.

The number of apprentices to be employed shall not exceed one apprentice for every five craftworkers regularly employed, or a fraction thereof, except that the number of apprentices may be cahnged as agreed to between the employer and the approving agency, as per the regulaions for apprenticeship programs for Federal and state-financed construction.

Apprentices covered under licensed occupations shall be indentured according to ratios set under the Rhode Island general las for all projects of a public nature other than Federal and state-financed construction.

SECTION VI b SAC WAIVER

Request for waiver shall be in writing to the Council. Completed criteria for SAC waiver shall accompany request. SAC waiver will only be applied on a "one-time" basis to a sponsor. The granted waiver will remain in effect until the completion of the apprentice.

In the event that an apprentice leaves the employ of a sponsor before completion, all information regarding the cancellation/termination of the apprentice shall be forwarded to the SAC for review. Upon review of the Council that the cancellation/termination of the apprentice was in no way the cause of the sponsor, the one-time waiver shall be extended for a new applicant.

SECTION VII PROBATIONARY PERIOD

The first 1000 hours of employment for the apprentice shall be a probationary period. During this probationary period the agreement may be canceled by either party to the agreement by notifying the other. The approving agency shall be notified of all such cancellations.

In the event either party desires to cancel the agreement after the probationary period, the approving agency shall be notified with the reasons therefore and requested to cancel the agreement.

SECTION VIII SAFETY

As an integral part of this training program, the apprenticeship supervisor and/or instructor shall provide competent training and instruction pertaining to safe work habits to keep the apprentice informed of methods necessary to perform all phases of the work in a proper and safe manner. The apprentice shall receive instructions relative to pertinent sponsor safety regulations, reporting of accidents, and availability of first aid and medical facilities. The sponsor shall at all times exercise reasonable precaution for the health and safety of the apprentice while at work and while attending related instruction.

SECTION IX APPRENTICE MINIMUM QUALIFICATIONS

To be considered for apprentice training each applicant must meet the following requirements:

- Age:** Not under 16 years of age.
- Physical:** Physically capable of performing the work of the trade.
- Education:** A graduate of a high school or its equivalent/GED.

SECTION X APPRENTICE AGREEMENT

Each apprentice, and if a minor, the parent or guardian, shall sign an apprentice agreement on the form attached to and made part of these Standards. The agreement shall also be signed by the employer and approved by and filed with the approving agency. All parties to the agreement shall receive an approved copy of the agreement. Each applicant will be given a copy of the Standards and an opportunity to read them before signing the apprentice agreement.

SECTION XI CREDIT FOR PREVIOUS EXPERIENCE

Apprentices who have previous training and/or education in the occupation may receive such credit as the sponsor decides after checking the records of such training and/or education. Apprentices granted credit shall receive the wage of the period to which the credit advances them. The maximum number of hours of credit will not exceed 50 percent of the total term of apprenticeship.

SECTION XII CONTINUOUS EMPLOYMENT

The employer intends and expects to give the apprentice continuous employment and will use its best efforts to keep the apprentice employed during the full term of apprenticeship. If any apprentice is temporarily released due to business conditions, that apprentice shall be given the opportunity to be reinstated before any additional apprentice is employed in the same occupation. If the employer is unable to fulfill his/her obligation under the apprentice agreement resulting in termination of the agreement, apprentices may re-register with a new sponsor as long as the SAC ratio is not exceeded and SAC consent is given.

SECTION XIII SUPERVISION OF APPRENTICES

The apprentice shall never be made to work unsupervised. The apprentice shall work under the direct supervision of the sponsor and/or a qualified craft worker designated by the sponsor to supervise the training of the apprentice on the job according to the work process outlined in these Standards.

SECTION XIV RECORDS

Records of the apprentice's work experience and related class instruction shall be kept by the employer. The apprentice shall submit weekly reports to the employer showing work completed and classes attended, and those shall be noted upon Master Record Cards under control of the employer.

SECTION XV a EXTENSION OF ESTIMATED COMPLETION DATES

The estimated completion date affixed to the apprentice agreement may be extended for a period not to exceed two (2) years. Requests for extension beyond two years will be in writing to the Council for disposition.

SECTION XV b CERTIFICATE OF COMPLETION

Upon satisfactory completion of the on-the-job term of apprenticeship and the required hours of related and supplemental instruction have been met, the employer shall recommend to the approval agency that a State Certificate of Completion be awarded. The sponsor will be provided with a SAC application for certification which will be accompanied by proof of related technical instruction that has been approved by the Rhode Island SAC.

SECTION XVI REGISTRATION AGENCY

The Rhode Island State Apprenticeship Council, Rhode Island Department of Labor & Training, recognized and approved by the United States Department of Labor Bureau of Apprenticeship and Training, shall be the agency of record, and the appropriate authority designated under the program to receive, process, and make disposition of controversies or differences arising out of the apprenticeship agreement. Any such controversies and differences which cannot be amicably settled by the parties may be submitted to the Council for final decision.

SECTION XVII DEREGISTRATION OF REGISTERED PROGRAM

Deregistration of a program may be effected upon the voluntary action of the sponsor by a request for cancellation of the registration.

- A. **Request by Sponsor** The Council may cancel the registration of an apprenticeship program by a written acknowledgment of such request stating, but not limited to, the following:
1. The registration is canceled at sponsor's request and giving the effective date of such cancellation; and
 2. That within 15 workdays of the date of the acknowledgment, the sponsor must notify all apprentices of such cancellation and the effective date; that such cancellation automatically deprives the apprentice of his/her individual registration.

B. Deregistration by Council

1. Deregistration proceedings may be undertaken when the apprenticeship program is not conducted, operated, or administered in accordance with the registered standards or the requirements of Title 28, Chapter 45, of the RI Labor Law
2. The Rhode Island SAC will follow the policy set forth in Title 28, Chapter 45, Section 7, for deregistration of a Council-registered program.

SECTION XVIII REINSTATEMENT OF PROGRAM REGISTRATION

Any apprenticeship program deregistered pursuant to Title 28, Chapter 45, and this regulation may be reinstated upon presentation of adequate evidence that the apprenticeship program is operating in accordance with Title 28, Chapter 45. Such evidence shall be presented to the Council, if an order of deregistration was entered pursuant to a hearing.

SECTION XIX COMPLAINTS

Any apprentice not covered under a Collective Bargaining Agreement may submit a complaint to the Rhode Island SAC. This section is not applicable to any complaint concerning discrimination or other equal opportunity matters. All such complaints shall be submitted, processed, and resolved in accordance with state or federal equal opportunity laws.

SECTION XX CHANGES IN STANDARDS

These Standards of Apprenticeship may at any time be amended by the employer provided such amendments are approved by the Rhode Island Apprenticeship Council Department of Labor. A copy of all such changes shall be furnished each apprentice.

SECTION XXI GENERAL PROVISIONS

Every apprenticeship agreement entered into under these Standards of Apprenticeship shall contain a clause making the Standards a part of the agreement with the same effect as if expressly written therein. For this reason, every applicant (and the parent or guardian, if the applicant is a minor) shall be given a copy of the Standards of Apprenticeship and an opportunity to read them before any signature is affixed thereto.

APPROVED BY:

APPROVED AND ACCEPTED:

BY: 

TITLE: Project Manager

DATE: 3-6-14

APPROVED BY AND FILED WITH
STATE OF RHODE ISLAND
APPRENTICESHIP COUNCIL
RHODE ISLAND DEPARTMENT OF LABOR & TRAINING




SUPERVISOR OF APPRENTICESHIP AND TRAINING (DLT/SAC)



State Apprenticeship Council
 1511 Pontiac Avenue Building #70
 PO Box 20247
 Cranston, RI 02920-0943
 www.dlt.ri.gov/apprenticeship



INFORMATIONAL DATA SHEET

1. Name of company: Tower Construction Corp.
2. Address: 2158 Plainfield Pike Cranston RI 02921
3. Company telephone and fax number: 401-943-0110 1 901-944-4041
4. Email address: Info @ Towerconstructioncorp.com
5. Tax Identification number: Federal: 05-0479435 State: _____
6. Do you have an apprenticeship program in another state? Yes ___ No
 If yes, please provide program number and a ratio sheet listing Rhode Island licensed masters, journeypersons, and registered apprentices. Program #: _____
7. Products made or services rendered: Construction
8. Trade(s) in which training is to be given: Laborer / Carpenter
9. Wage rate of skilled journeypersons: Per hour: 20.83
10. Present number of employees: 15 Total minority: 0 Total women: 3
11. Skilled journeypersons employed in trade: Total 10 Minority: 0 Women: 0
12. Term of Apprenticeship: Year + 8 wks Potential number of apprentices: 2
13. Do you have veterans employed seeking to become apprentices? Yes ___ No
14. Do you have a bargaining agreement with your employee's? Yes ___ No
15. If yes, provide name, address, and phone number of employee organization: _____
16. Have you the adequate equipment, type of work, and personnel to train in all the required skills of the trade? Yes No ___
17. Apprentices are required to attend classes of related instruction for a minimum of 144 hours for each year of apprenticeship. Related instruction will take place at: RI Construction Training Academy
(Name of related instruction provider)

Company
 Company: Tower Construction Corp
Al Poulos
(Print name of authorized representative)
 Title: Project Manager
 Date: 2-26-14
 Signature of Authorized Representative: Al Poulos

Union Affiliation
 Union: _____
(Print name of authorized representative)
 Title: _____
 Date: _____



State of Rhode Island Apprenticeship Agreement



RI Department Of Labor & Training
State Apprenticeship Council
1511 Pontiac Avenue, PO Box 20247
Cranston, Rhode Island 02920-0943
www.dlt.ri.gov/apprenticeship

INSTRUCTIONS: Please complete application and submit the following to the address listed above: two (2) passport-size photos, a company ratio sheet, proof of related instruction school enrollment, and a check or money order in the amount of \$24.00. Failure to complete application or not provide required documents will delay processing.

Gender:	Race:	Highest Education Level:	Veteran Status:
Male <input checked="" type="radio"/>	American Indian or Alaskan native <input type="radio"/>	GED <input checked="" type="radio"/>	Veteran <input type="radio"/>
Female <input type="radio"/>	Asian <input type="radio"/>	High School Graduate <input checked="" type="radio"/>	Non-Veteran <input checked="" type="radio"/>
Ethnic Group:	Black or African American <input type="radio"/>	Post Secondary or <input type="radio"/>	
Hispanic or Latino <input type="radio"/>	Native Hawaiian or <input type="radio"/>	Technical Training <input type="radio"/>	
Not Hispanic or Latino <input checked="" type="radio"/>	other Pacific Islander <input type="radio"/>		
	White <input checked="" type="radio"/>		

THIS AGREEMENT, entered into this 26th day of February, 20 14 between Tower Construction Corp. herein after referred to as the SPONSOR, and
(NAME OF SPONSORING ORGANIZATION)

Michael J. Cavan, D.O.B. 5, 31, 1990 S.S. #: 036-62-6933
(NAME OF APPRENTICE) (MONTH) (DAY) (YEAR)

hereinafter referred to as the APPRENTICE, and (if a minor) _____
(NAME OF PARENT OR GUARDIAN)

WITNESSED THAT THE SPONSOR AND THE APPRENTICE DESIRE to enter into an agreement of apprenticeship and, therefore, in consideration of the premise and the mutual covenants herein contained, do hereby mutually covenant and agree as follows.

THAT THE SPONSOR AGREES to be responsible for the selection, placement and training of the APPRENTICE in the trade or craft of laborer, a(n) 4000 hour program, as work is available, in conformity with the terms and conditions set forth in the apprenticeship, standards currently in effect and made part hereof:

THAT THE APPRENTICE AGREES to perform diligently and faithfully the work of the trade or craft during the period of apprenticeship, in conformity with the terms and conditions set forth and made a part hereof;

THAT THE APPRENTICESHIP TERM BEGINS on the 26th day of February, 20 14, with 0/100 hours credit for previous experience and terminates upon the satisfactory completion of 4000 hours of employment for said SPONSOR in said trade or craft with projected completion date on the 4000 day of February, 20 16, as stipulated in the apprenticeship standards currently in effect;

THAT EITHER PARTY MAY TERMINATE without cause the agreement during the probationary period as provided for herein, by submitting written notification of termination to the registration agency; that after the probationary period, the agreement may be suspended, cancelled, or terminated for good cause with due notice to the APPRENTICE and a reasonable opportunity for corrective action and with written notice to the APPRENTICE and the registration agency of the final action taken;

THAT IF THE REGISTRATION OF THE PROGRAM HAS BEEN CANCELLED OR REVOKED, the Apprentice shall be notified by the SPONSOR within 15 days of the cancellation or revocation;

THAT THE PARTIES AGREE THAT THE RHODE ISLAND DEPT. OF LABOR AND TRAINING is the appropriate authority designated under the program to receive, process and make disposition of controversies or differences arising out of the apprenticeship agreement when the controversies or differences cannot be adjusted locally or resolved in accordance with the established trade procedure or applicable collective bargaining provisions;

THAT THE SPONSOR AGREES THAT THE APPRENTICE shall be given equal opportunity in all phases of apprenticeship employment and training without discrimination because of race, color, religion, national origin, or sex in accordance with the State Plan for Equal Employment Opportunity in Apprenticeship, and Title 29 or the Code of Federal Regulations, part 30, as amended.

THAT THE STANDARDS OF THE APPRENTICESHIP PROGRAM, as it exists on the date of the agreement and as it may be amended during the period of the agreement, is incorporated and made part of this agreement; and the APPRENTICE shall be given an opportunity to read the SPONSOR'S approved standards prior to signing that apprenticeship agreement;

SCHEDULES AND STANDARDS

Number of hours of On-The-Job training provided 4000 / 2 years
 Length of Probationary Period 1 yr
 Hours of Related Technical Instruction required per year 144 minimum
 Related Training Instruction Source RI Construction Training Academy
 Related Instruction shall be compensated Yes No

The Progressive Wage Scale to be paid: (State in percentages of the Journey person's hourly rate)

1 st	<u>100%</u>	hours	<u>60</u>	%	6 th	hours	_____	%
2 nd	<u>100%</u>	hours	<u>70</u>	%	7 th	hours	_____	%
3 rd	<u>100%</u>	hours	<u>80</u>	%	8 th	hours	_____	%
4 th	<u>100%</u>	hours	<u>90</u>	%	9 th	hours	_____	%
5 th	_____	hours	_____	%	10 th	hours	_____	%

The Journey person's hourly rate on 2-26-14, was 20.83
If the program's wage rate is not established by a collective bargaining agreement, indicate in dollars and cents the average Journey person's hourly rate.

If the Sponsor is an association, state the name of the participating employer: _____

Schedule of ON-THE-JOB-TRAINING work processes to be taught and the approximate time for each process, attached as Appendix I and made a part hereof.

THIS AGREEMENT IS SUBJECT TO APPROVAL BY THE RHODE ISLAND DEPT. OF LABOR AND TRAINING

IN WITNESS WHEREOF, the parties hereunto affix their signatures.

M. Corman
(SIGNATURE OF APPRENTICE)

Al Paulos
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

226 STEPHENS AVE WARWICK, R.I. 02886
(STREET ADDRESS, CITY/TOWN, STATE, ZIP CODE)

2158 Main Street, Cranston RI 02901
(STREET ADDRESS, CITY/TOWN, STATE, ZIP CODE)

401-287-1310
(TELEPHONE NUMBER)

401 943 0110
(TELEPHONE NUMBER)

(GUARDIAN)

(APPROVED BY: JOINT APPRENTICESHIP COMMITTEE)

FOR DLT USE ONLY
REGISTERED WITH RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

[Signature]
(Signature and Title of Authorized Official)

(Date)



Rhode Island Construction Training Academy
249 Roosevelt Avenue Suite 203, Box 4
Pawtucket, RI 02860

kristen@ricta.org
 www.ricta.org

Phone: (401) 305-3510 Fax (401) 305-3540

COURSE ENROLLMENT CONFIRMATION FORM
Date Printed - 1/6/2014

Student **Michael J. Carman**
 226 Stephens Avenue
 Warwick, RI 02886

Company **Tower Construction**
 2158 Plainfield Pike
 Cranston, RI 02921

Course	14 CRFTLABOR	Craft Laborer
Enroll Date	1/6/2014	
Craft	Craft Laborers	
School Yr	14	Semester
Location	RI Construction Training Academy	Room Classroom 2
Instructor	McCarthy	
Start Date	1/7/2014	# Class Days 52
Start Time	6:00:00 PM	

Ratio sheet

Carman	Michael	LA
Conde	Steven	C
Fitzgerald	Patrick	C
Granados	Jose Luis	L
JoJola	Steve	C
Langlais	Paul	C
Maria	Michael	L
Matthews	Lee	C
Melgar	Jeanett	L
Mosciszko	Mark	
Nordstrom	Carl	(2 copies) L
Poulos	Al	DM
Vincent	David	C





**WORK PROCESS SCHEDULE
CONSTRUCTION CRAFT LABORER
O*NET-SOC CODE: 47-2061.00 RAPIDS CODE: 0661**

Description: Performs any combination of duties involving highway or building construction, environmental restoration, tunnel and shaft construction and demolition projects, utilizing specialized training and knowledge of craft skills and handling of hazardous materials. Clears and prepares sites, right-of-ways, and foundations for cementitious and asphaltic products and structures, using hand and power tools such as shovels, rakes, gas and diesel powered cutting and compacting equipment, so the final site conforms exactly to grade, size, and location specifications in blueprints or plans.

ON-THE-JOB TRAINING

The following list of general and speciality tasks represent skills required by a Construction Craft Laborer in a high performance industry. In general the skills represent competencies in managing and understanding resources, information, technology, systems, and interpersonal relations.

The following general skills should be mastered by all Construction Craft Laborers.

APPROXIMATE HOURS	
I GENERAL SKILLS	1600 - 2100
A. <u>Site/Project Preparation and Maintenance</u>	600 - 800
1. Clearing, bucking, and falling transportation dismantling, and stockpiling of scaffolding and work platforms.	
2. Grading and compaction	
3. Layout and staking protocols	
4. Rigging and signaling for work traditionally performed by construction craft laborers	
5. Site preparation, clean-up, and security	
B. <u>Tools, Equipment, and Materials</u>	600 - 800
1. Tool equipment, and material recognition and preparation	
2. Hand electric, gas, pneumatic, and power tool/equipment use and maintenance	
3. Tool, equipment, and material storage and security	
C. <u>Safety</u>	400 - 500
1. Confined space safety	
2. Flagging, signing, and traffic safety awareness	
3. Hazard material recognition	
4. Trenching and site excavation	
II SPECIFIC SKILLS	2400 - 3000

Apprentice to gain experience in each of the following specific work groups.

**WORK PROCESS SCHEDULE
CONSTRUCTION CRAFT LABORER
O*NET/SOC CODE: 47-2061.00 RAPIDS CODE: 0661**

	APPROXIMATE HOURS
A. <u>Environmental Remediation</u>	800 – 1000
1. Asbestos Abatement	
2. Hazardous Waste Abatement	
3. Lead Abatement	
4. Petro-Chemical Abatement	
5. Radiation Remediation	
B. <u>Building Construction</u>	800 - 1000
1. Concrete (tending, placement, removal)	
2. Landscaping	
3. Mason/Plasterer Tending	
C. <u>Heavy/Highway Construction</u>	800 – 1000
1. Asphalt	
2. Drilling and Blasting	
3. Pipe Laying (work traditionally performed by construction craft laborers)	
4. Tunnel and Shaft	

**RELATED INSTRUCTION OUTLINE
CONSTRUCTION CRAFT LABORER
O*NET-SOC CODE: 47-2061.00 RAPIDS CODE: 0661**

		<u>APPROXIMATE HOURS</u>
I	<u>CORE CURRICULUM</u>	
	1. Blue Print Reading	80
	2. Craft Orientation	8
	3. First Aid/CPR	8
	4. General Construction	80
	5. Hazard Communication	4
	6. OSHA Safety	32
	TOTAL HOURS	212
II	<u>SPECIFIC SKILLS ELECTIVE CURRICULUM*</u>	
	1. Asbestos Abatement	32
	2. Asphalt	40
	3. Concrete	80
	4. Craft Supervisor Preparedness	40
	5. Hazardous Waste Worker	80
	6. Lead Abatement	32
	7. Line and Grade	80
	8. Mason Tending	80
	9. Pipe Laying	80
	10. Radiation Remediation	40
	11. Underground Storage Tank Removal	32
	TOTAL HOURS	616

*The apprentice will complete 220 additional hours or more of related training from these elective courses.



Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

State of Rhode Island and Providence Plantations
Department of Labor and Training

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

Telephone: (401) 462-8000
TDD: (401) 462-8006

To: New Apprentice
From: Apprentice Supervisor
Re: Application Processing

All Licensed Trades & Unlicensed Trades

When registering new apprentices, include the following items:

1. Apprenticeship Agreement application (must be filled out completely & be legible)
2. Company ratio sheet (RI licensed Journeyman or Masters only)
3. Proof of Related Instruction registration (Last completion cert. or proof of enrollment)
4. Two (2) copies of a valid drivers license or two passport size photos
5. A check in the amount of \$24.00 payable to RIDLT
6. Notarized letter on company letterhead with dates and total hours worked from previous company. (You will not receive credit towards your apprenticeship without proper documentation. **You must submit new paperwork every time you start with a new company**)

Failure to submit any of the items noted above *will* delay the processing of your application.

All forms can be found & are accessed at the following website: (please note; all forms may be filled out online & printed)

<http://www.dlt.ri.gov/apprenticeship/appForms.htm>

Reminder: That it take 2 to 3 weeks to receive an apprenticeship card.

Please note; apprentice and sponsor registration hours are Tuesday, Wednesday, and Thursday, 10:00am-2:00pm. Call (401) 462-8536 or btreml@dlt.ri.gov to schedule an appointment. Fax # 401-462-8528.

Thank you,

Bernie

Bernard E. Treml, III
Supervisor of Apprenticeship