

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

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7548538A4
Bid/RFP Title: HVAC UPGRADES MET CENTER PROVIDENCE (325 PUBLIC ST)1 PG + ZIP FILE

Opening Date & Time: 4/10/2014 11:30 AM

RIVIP Vendor ID #: 2810

Vendor Name: Automatic Temperature Controls, Inc.
Address: 95 Connecticut Street
Cranston , RI 02920
USA

Telephone: 946-5780
Fax: 946-5795
E-Mail: ATC5780@aol.com
Contact Person: Steven Lussier
Title: Sales Engineer
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.dit.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.

SECTION 00 41 13 - BID DOCUMENT

TO: State of Rhode Island
Department of Administration
Office of Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908-5859

PROJECT: HVAC Upgrades at The MET Center
325 Public Street
Providence, Rhode Island

DATE: 4/3/2014

SUBMITTED BY: AUTOMATIC TEMPERATURE CONTROLS, INC
(include address 95 CONNECTICUT STREET, CRANSTON, RI 02920
tel. no., and 401-946-5780
license no. as 00007313
applicable) RI CONTRACTOR REGISTRATION BOARD # 14934

BASE BID No. 1 - Shall include all work specified in the Construction Documents related to the Fitness Hall/Equality Building: (BASE BID (INCLUDING ALLOWANCE OF \$100,000. SEE ALLOWANCE SECTION 01 21 00)

1. Having examined the Place of the Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents dated January 24, 2014 prepared by Building Engineering Resources, INC. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the sum of:

\$	8	7	7	1	2	0	0	0
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(Numeric)

Eighty Hundred Seventy Seven Thousand One Hundred Twenty Dollars

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)

- A. **BASE BID NO. 1, Alternate No. 1: REPLACEMENT OF RTU-1. ALL CONTROL WORK DESCRIBED IN THE SEQUENCE OF OPERATIONS, DUCTWORK REPLACEMENT, TESTING AND BALANCING OF UNIT AND TIE-IN TO THE NEW FACILITY MANAGEMENT CONTROL SYSTEM SHALL BE INCLUDED IN THE BASE BID NO. 1.**

\$	1	1	5	3	1	5	0	0
----	---	---	---	---	---	---	---	---

(Numeric)

One Hundred Fifteen Thousand Three Hundred Fifteen Dollars

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)

B. BASE BID NO. 1, Alternate No. 2: REPLACEMENT OF EXISTING ROOF EXHAUST FAN AND ALL RELATED WORK (EF-411, EF-413, ER-414). ALL CONTROL WORK DESCRIBED IN THE SEQUENCE OF OPERATIONS AND TIE-IN TO THE NEW FACILITY MANAGEMENT CONTROL SYSTEM SHALL BE INCLUDED IN THE BASE BID NO. 1.

\$		1	4	2	6	5	0	0
----	--	---	---	---	---	---	---	---

(Numeric)

Fourteen Thousand Two Hundred Sixty Five Dollars

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)

C. BASE BID NO. 1, Alternate No. 3: ADDING OF LIGHTING OCCUPANCY SENSORS IN THE CLASSROOMS AND OFFICE SPACES.

\$		1	0	8	5	0	0	0
----	--	---	---	---	---	---	---	---

(Numeric)

Ten Thousand Eight Hundred Fifty Dollars

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)

D. BASE BID NO. 1, Alternate No. 4: REPLACEMENT OF EXISTING DOMESTIC HOT WATER BOILER AND ALL RELATED WORK.

\$		3	8	4	0	0	0	0
----	--	---	---	---	---	---	---	---

(Numeric)

Thirty Eight Thousand Four Hundred Dollars

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)

BASE BID No. 2 - Shall include all work specified in the Construction Documents related to the Meeting Hall/Liberty Buildings: (BASE BID INCLUDING ALLOWANCE OF \$100,000. SEE ALLOWANCE SECTION 01 21 00)

2. Having examined the Place of the Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents dated January 24, 2014 prepared by Building Engineering Resources, INC. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the sum of:

1	1	6	2	5	4	5	0	0
---	---	---	---	---	---	---	---	---

(Numeric)

One Million One Hundred Sixty Two Thousand Five Hundred Forty Five Dollars

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)

- A. **BASE BID NO. 2, Alternate No. 1: REPLACEMENT OF RTU-8. ALL CONTROL WORK DESCRIBED IN THE SEQUENCE OF OPERATIONS, DUCTWORK REPLACEMENT, TESTING AND BALANCING OF UNIT AND TIE-IN TO THE NEW FACILITY MANAGEMENT CONTROL SYSTEM SHALL BE INCLUDED IN THE BASE BID NO. 2.**

\$	1	1	6	3	0	0	0	0
----	---	---	---	---	---	---	---	---

(Numeric)

One Hundred Sixteen Thousand Three Hundred Dollars

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)

- B. **BASE BID NO. 2, Alternate No. 2: REPLACEMENT OF RTU-4 AND ALL EXISTING RELATED DUCTWORK. ALL CONTROL WORK DESCRIBED IN THE SEQUENCE OF OPERATIONS AND TIE-IN TO THE NEW FACILITY MANAGEMENT CONTROL SYSTEM SHALL BE INCLUDED IN THE BASE BID NO. 2.**

\$	2	4	9	3	0	0	0	0
----	---	---	---	---	---	---	---	---

(Numeric)

Two Hundred Forty Nine Thousand Three Hundred Dollars

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)

- C. **BASE BID NO. 2, Alternate No. 3: REPLACEMENT OF EXISTIN GROOF EXHAUST FAN AND ALL RELATED WORK (EF-308, EF-309, EF-313, EF-314, EF-315, EF-316). ALL CONTROL WORK DESCRIBED IN THE SEQUENCE OF OPERATIONS AND TIE-IN TO THE NEW FACILITY MANAGEMENT CONTROL SYSTEM SHALL BE INCLUDED IN THE BASE BID NO. 2.**

\$	2	1	7	0	0	0	0
----	---	---	---	---	---	---	---

(Numeric)

Twenty One Thousand Seven Hundred Dollars

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)

- D. **BASE BID NO. 2, Alternate No. 4: ADDING OF NEW DUCTLESS SPLIT SYSTEM (AC-1 & CU-1) IN THE IT ROOM AND ALL RELATED WORK.**

\$	2	3	1	0	0	0	0
----	---	---	---	---	---	---	---

(Numeric)

Twenty Three Thousand One Hundred Dollars

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)

**E. BASE BID NO. 2, Alternate No. 5: ADDING OF LIGHTING OCCUPANCY SENSORS
IN THE CLASSROOMS AND OFFICE SPACES.**

\$		1	5	8	7	0	0	0
----	--	---	---	---	---	---	---	---

(Numeric)

Fifteen Thousand Eight Hundred Seventy Dollars

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)

**F. BASE BID NO. 2, Alternate No. 6: REPLACEMENT OF EXISTING DOMESTIC HOT
WATER BOILER, STORAGE TANK AND ALL RELATED WORK.**

\$		2	3	2	7	5	0	0
----	--	---	---	---	---	---	---	---

(Numeric)

Twenty Three Thousand Two Hundred Seventy Five Dollars

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)

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 3/10/2014

Addendum No. 2, dated 3/14/2014

Addendum No. 3, dated 3/24/2014

Addendum No. 4, dated 3/31/2014

4. ACCEPTANCE

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

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

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

Commence work within 7 days after receipt of a Purchase Order.

If this bid is accepted within 90 days, and we fail to commence the work, or we fail to provide the required bond (s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited to the amount of lesser of the value of the security deposit, or of the difference between this Bid and the Bid upon which the Contract is signed. In the event our Bid is not accepted within 90 days, the required security deposit shall be returned to the undersigned, in compliance with provisions of the "Instructions to Bidders"; unless a mutually satisfactory arrangement is made in writing for its retention and validity for an extended period of time.

5. ALLOWANCES

The Bidder shall include in each of its Base Bid Prices an allowance of \$100,000 for additional work that may be required and approved by Owner and Engineer. Funds will be drawn from allowances only by a properly executed and approved Change Order. At the closeout of the Contract, funds remaining in allowances will be credited to Owner by Change Order.

6. CONTRACT TIME

If this Bid is accepted, unless indicated otherwise on the bid form, Bidder will achieve a Substantial Completion date of August 25, 2014 at which date the Owner's operations can commence.

REQUIREMENT FOR LICENSE NUMBER:

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for the work to be performed by this firm as prime contractor is: RHODE ISLAND CONTRACTOR BOARD # 14934

LICENSE NUMBER: 00007313

7. BID FORM SIGNATURES

AUTOMATIC TEMPERATURE CONTROLS, INC

CORPORATE SEAL

(Bidder's printed name)
By: Steven F. Lussier
(Signature) STEVEN F. LUSSIER

Title: PRESIDENT

END OF SECTION 00 41 13



**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: 7548538

Bid/RFP Title: HVAC UPGRADES PAUL CROWLEY EAST BAY MET CENTER

RIVIP Vendor ID#: 2810

Vendor Name: AUTOMATIC TEMPERATURE CONTROLS, INC.

Address: 95 CONNECTICUT STREET, CRANSTON, RI 02920

Telephone: 401-946-5780

Fax: 401-946-5795

E-Mail: slussier@autotempcontrols.com

Contact Person and Title: STEVEN P LUSSIER

AUTOMATIC TEMPERATURE CONTROLS, INC.

95 CONNECTICUT STREET CRANSTON, RI 02920 (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).

STEVEN P LUSSIER PRESIDENT

4/3/2014

Printed Name and Title of Authorized Representative

Date

Steven P. Lussier
Signature of Authorized Representative



STANDARDS OF APPRENTICESHIP

For the Trade(s)	Term(s)
Pipefitter	10000 Hours
Refrigeration Mechanic	10000 Hours

FORMULATED
BY

Automatic Temperature Controls, Inc.

TRAINING PROGRAM SPONSOR
P.O. Box 3613
Cranston, RI 02910-3613

ADDRESS

WITH THE ASSISTANCE
of the
State of Rhode Island
Apprenticeship Council

Department of Labor
220 Elmwood Avenue
Providence, Rhode Island 02907

FOREWORD

It has been recognized by this sponsor that to train skilled mechanics 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 Department of Labor.

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 a trade, they will be afforded an opportunity to become a skilled craftsworker.

DEFINITIONS

"APPRENTICE" shall mean a person who has agreed, and signed an apprentice agreement, with the employer to acquire the trade as outlined in these Standards.

"EMPLOYER" shall mean Training Program Sponsor as identified on page 1 (Cover Sheet).

"APPROVING AGENCY" shall mean State of Rhode Island Apprenticeship Council, Department of Labor.

"SUPERVISOR OF APPRENTICES" shall mean the person designated to perform the duties as outlined in these Standards.

"APPRENTICESHIP AGREEMENT" shall mean a written agreement between the employer and the person employed as an apprentice, which agreement shall be signed by the employer and the apprentice, and if the apprentice is a minor, by the parent or guardian. Every agreement shall be approved by and filed with the Rhode Island Apprenticeship Council Department of Labor.

"PARTIES TO THE APPRENTICE AGREEMENT" shall mean the apprentice and the parent or guardian, if the apprentice is a minor, and a duly authorized representative of the company, each of whom shall sign the agreement.

"STANDARDS OF APPRENTICESHIP" shall mean this entire document, including these definitions.

SECTION I. TERM OF APPRENTICESHIP

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. PROBATIONARY PERIOD

The first 1000 hours or six months of employment for the apprentice, shall be a probationary period. During this probationary period the agreement may be cancelled 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 III. CREDIT FOR PREVIOUS EXPERIENCE

Applicants who have previous training in the trade may receive such credit as the employer decides after checking the records of such training. Apprentices granted credit shall receive the wage of the period to which the credit advances them.

SECTION IV. 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.

SECTION V. SUPERVISION OF APPRENTICES

The Apprentice shall be under the general supervision of the journeyperson with whom the apprentice will work, and the direct supervision of the Employer or Master Supervisor whose duty it shall be to see that the Apprentice receives the work experience outlined in these Standards.

SECTION VI. PERIODIC EXAMINATION

The apprentice shall be given an examination before each period of advancement by his supervisor to determine his progress.

SECTION VII. RATIO OF APPRENTICES

The number of Apprentices to be employed shall not exceed one apprentice for every five journeyperson regularly employed, or fraction thereof, except that the number of apprentices may be changed as agreed to between the employer and the Approving Agency, as per the Regulations for Apprenticeship Programs.

SECTION VIII. 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 these Standards and an opportunity to read them before signing the apprentice agreement.

SECTION IX. APPRENTICE 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.

Selection: 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.

SECTION X. HOURS OF WORK

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

SECTION XI. WAGES

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

PERIOD-(Months, Hours, Years) 10 1000 hrs
 (No.) (Period)

1st1000.hrs...	50%..	5th1000.hrs.	70%.	9th1000.hrs.	90%.	13th.....
2nd1000.hrs...	55%..	6th1000.hrs.	75%.	10th000.Hrs.	95%.	14th.....
3rd1000.hrs...	60%...	7th1000.hrs.	80%.	11th.....	15th.....	
4th1000.hrs...	65%..	8th1000.hrs.	85%.	12th.....	16th.....	

Journeyperson's wage rate as of 4/1/94 is 14.00 per hr. (~~XXXXX~~)

PIPEFITTER AND REFRIGERARION, TRADES

SECTION XII. SCHEDULE OF WORK PROCESSES

The apprentice shall receive instruction and work experience in all branches of the trade as listed in the Work Processes attached hereto. 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 shop production schedule.

SECTION XIII. 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.

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. REGISTRATION OF PROGRAM

These Standards shall be submitted to the Rhode Island Apprenticeship Council Department of Labor for approval and will become effective upon the date of approval.

SECTION XVI. CERTIFICATE OF COMPLETION

Upon satisfactory completion of the term of apprenticeship, the employer shall recommend to the Approval Agency that a State Certificate of Completion be awarded.

SECTION XVII. 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 XVIII. 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

.....RALPH B. MCDUGALD.....

BY *Ralph B. McDougald*.....

TITLE.....PRESIDENT.....

DATE.....4/1/94.....

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

BY *[Signature]*.....

CHAIRMAN OF RHODE ISLAND
STATE APPRENTICESHIP COUNCIL

DATE *4/5/94*.....



State of Rhode Island

Apprenticeship Council

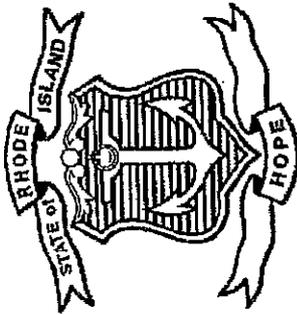
Department of Labor

220 Elmwood Avenue
Providence, Rhode Island 02907

INFORMATIONAL DATA

1. Name of Company Automatic Temperature Controls, Inc.
2. Address Mail P.O. Box 3613
Conn Str. Cranston, RI 02910 (401) 946-6767
(Street) (city) (zip code) (phone)
3. Present number of Employees 7
4. Products made or services rendered Service and Installation of HVAC
5. Trade/s in which training is to be given Refrigeration Mechanic.
6. Term of Apprenticeship 10,000 Hours
7. No. of skilled mechanics (Journeyworkers) now employed in the trade 1
8. Potential number of apprentices 1
9. Wage rate of skilled mechanics: Per hour \$14.00 Per week \$560.00
10. Approximate starting rate to be paid apprentices:
Per hour \$7.00 Per week \$280.00 Premium rate 1 1/2
11. Hours of work: Per day 8 Per week 40
12. Rate to be paid upon Completion of Apprenticeship \$14.00/Hr
13. Do you have a bargaining agreement with your employees? N/A
If so, give name and number of employee organization _____
14. Have you Veterans now employed who desire Apprenticeship? N/A
15. Have you adequate equipment and type of work and personnel to train in all the required skills of the trade? Yes
16. Apprentices shall be required to attend classes of related instruction for approximately 150 hours each year of apprenticeship.
17. Related instruction will take place RI Training Academy

STATE OF RHODE ISLAND



APPRENTICESHIP COUNCIL

Certificate of Registration

For the Trade Classification of

PIPEFITTER /REFRIGERATION

AUTOMATIC TEMPERATURE CONTROLS, INC

ISSUED IN RECOGNITION FOR ESTABLISHING AN
APPRENTICESHIP SYSTEM IN ACCORDANCE WITH THE CERTIFIED
STANDARDS RECOMMENDED BY THE STATE APPRENTICESHIP COUNCIL

Given at Cranston in the State of Rhode Island
this 1st day of JANUARY 20 14

Rhode Island Apprenticeship Council


Chairman

1996
Program Number



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

TTY: Via RI Relay 711

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, poster/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. Auxiliary aids and services are available upon request to individuals with disabilities.

TTY via RI Relay 711



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
TTY: Via RI Relay 711

- 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/him, 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



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Department of Labor and Training

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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: Steven P Lussier
Steven P Lussier
Title: President

Subscribed and sworn before me this 10th day of Apr. 1, 2014

Robert Charles Gillheeny
Notary Public
My commission expires: 7/26/17

ROBERT CHARLES GILLHEENEY
NOTARY PUBLIC
STATE OF RHODE ISLAND
NOTARY ID #755595
My Commission Expires July 26, 2017

*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
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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0504	74896
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NAME Automatic Temperature Controls, Inc

ADDRESS 95 Connecticut Street

(REMITTANCE ADDRESS, IF DIFFERENT)

CITY, STATE AND ZIP CODE Cranston, RI 02920

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 *Sam P. Linsen* TITLE President DATE 4/10/2014 TEL NO. 401-946-5780

BUSINESS DESIGNATION:

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

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

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

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

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

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

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

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) AUTOMATIC TEMPERATURE CONTROLS, INC	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 95 CONNECTICUT STREET	Requester's name and address (optional)
City, state, and ZIP code CRANSTON, RI 02920	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number	
or	
Employer identification number	
05	0474896

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

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Steven P. Luccioni</i>	Date ▶ 4/3/2014
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Automatic Temperature Controls., Inc.

of 95 Connecticut Street, Cranston, RI 02920 (hereinafter called the Principal),

as Principal, and The Ohio Casualty Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto State of Rhode Island, Dept. of Administration, Division of Purchases, One Capitol Hill, Providence, RI 02908

(hereinafter called the Obligee) in the penal sum of 5% of Bid Amount

Dollars (5% of Bid Amount)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for HVAC Upgrades at the Paul Crowley East Bay Met Center, Providence, RI

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 10th day of April, 2014.

Robert Mulhearn
Witness

Automatic Temperature Controls., Inc. (Seal)
Stephen L. Lussan Principal
President Title

Marcia S. Dacey
Witness

The Ohio Casualty Insurance Company
By Michael T. Dacey Attorney-in-Fact



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5809649

American Fire and Casualty Company
The Ohio Casualty Insurance Company

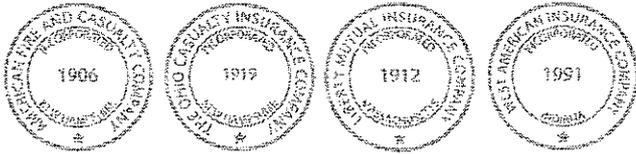
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michael T. Dacey; Marcia S. Dacey

all of the city of East Greenwich, state of RI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 1st day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of April, 2014.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.