

STATE OF RHODE ISLAND
CONSTRUCTION SERVICES
ASBESTOS ABATEMENT, DEMO OF
STRUCTURES, SITE WORK
ROCKY POINT, WARWICK

RFP# 7548638A2

PREPARED BY:



J. R. VINAGRO CORPORATION
2208 PLAINFIELD PIKE
JOHNSTON, RI 02919
(401)943-7100
FAX(401)647-5041

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

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7548638A2
Bid/RFP Title: CONSTRUCTION SVCS ASBESTOS ABATEMENT, DEMO OF STRUCT., SITE WORK
ROCKY POINT, WARWICK (39 pgs)
Opening Date & Time: 5/12/2014 11:00 AM
RIVIP Vendor ID #: 67718
Vendor Name: J.R. Vinagro Corporation
Address: 2208 Plainfield Pike
Johnston, RI 02919
USA
Telephone: 401-943-7100
Fax: 401-647-5041
E-Mail: karenh@jrvinagrocorp.com
Contact Person: Karen Hilton
Title: ProjectCoordinator
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.dlt.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):

- Y 1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense 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.
- Y 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.

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

Please see attached.

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

Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.) Date May 12, 2014
Joseph R. Vinagro, President Print
Name and Title of company official signing offer



Section 5 – Certifications and Disclosures

Debarment-

New York Debarment

On June 1, 2010, the New York Workers' Compensation Board assessed J.R. Vinagro Manufacturing & Processing, Inc. with a penalty of \$553.83 for failing to provide disability benefits insurance on a project in New York. Because of administrative error, the penalty was not paid until after the 30-day review period had lapsed, and the company was subject to a one-year debarment from July 1, 2010 to July 1, 2011.

Russell Absi v. Joseph R. Vinagro, Patriot Hauling Co., Inc., and Enviro Crushing & Screening, Inc., C.A. No. P.C. 08-1265. Complaint for assault, breach of contract, fraud, false pretenses and RICO filed with Providence Superior Court by a former employee after Mr. Vinagro was found not guilty in a criminal trial on the assault charge. Judgment for defendants entered on all but the count for assault on Nov. 15, 2010. Judgment for defendants entered on the count for assault on Feb. 17, 2011. Plaintiff did not file an appeal.

ENTITY	DATE	RIDEM NO. NOTICE OF VIOLATION #	ISSUING PARTY	PROPERTY	ALLEGATIONS	DISPOSITION
Joseph R. Vinagro	1/12/2004	RIDEM NOV # FW C02-0301, FW C06-0361, WP 03-01 and SW 2011-28, AAD Nos.: 11-008/FEW and 12-002/WME	RIDEM	A Street (AP 32, Lot 1, AP 33, Lot 28 and AP 43, Lot 66)	The NOV alleged wetlands alterations and solid waste violations. The NOV sought restoration work and administrative penalties in the amount of \$119,000.00.	Fully Executed Consent Agreement was issued 10/1/2013 and a \$13,000.00 penalty was paid. Credits in the amount of \$20,000.00 for the Earth Day SEP credit and \$86,000.00 for the Conservation Easement SEP shall be granted for a total settlement of \$119,000.00.
Joseph R. Vinagro	12/7/2001	RIDEM NOV # OC&I/SW #01-031 and Wetlands CO1-0062	RIDEM	A Street, Shun Pike, Johnston, RI (AP 33, Lot 28)	The NOV alleged unauthorized freshwater wetlands alterations and operation of an unlicensed solid waste management facility. The NOV sought penalties in the amount of \$218,634. It also required restoration work.	The NOV was resolved through a Consent Agreement dated 9/4/03 pursuant to which Respondents agreed to restore the wetlands and pay an administrative penalty of \$29,200 in installments. The NOV was released by a Release of Violation dated 1/31/11.

Section 00310

Solicitation #: 7548638

Solicitation Title: Rocky Point Demolition Activities, Warwick RI

BID FORM

To: The State of Rhode Island Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill, Providence, RI 02908-5855

Bidder: J.R. Vinagro Corporation
Legal name of entity
2208 Plainfield Pike, Johnston, RI 02919
Address (street/city/state/zip)
Karen Hilton karenh@jrvinagrocorp.com
Contact name Contact email
401-943-7100, ext.120 401-647-5041
Contact telephone Contact fax

1. BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (*including the costs for all Allowances, Bonds, and Addenda*):

\$ 2,856,402.00
(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)
Two Million, Eight Hundred Fifty-Six Thousand, Four
Hundred Two Dollars and No Cents.
(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

• **Bonds**

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

• **Allowances**

There are no allowances in this solicitation.

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• **Addenda**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price ***includes*** the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1 dated: April 17, 2014

Addendum No. 2 dated: May 5, 2014

Addendum No. 3 dated: _____

2. **ALTERNATES** (*Additions/Subtractions to Base Bid Price*)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase or reduce the Base Bid Price by the amount set forth below for each Alternate selected.

Check "Add" or "Subtract."

Add Subtract Alternate No. 1: **Remove and Dispose Cottages**

\$ 383,154.60
(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

Three Hundred Eighty-Three Thousand, One Hundred Fifty-Four Dollars and Sixty Cents.
(amount *in words* printed electronically, typed, or handwritten legibly in ink)

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Solicitation #: 7548638

Solicitation Title: Rocky Point Demolition Activities, Warwick RI

3. UNIT PRICES

Unit Bid Item No.	Item Description	Base Quantity in Lump Sum Bid Price	Unit	Unit Price	Extended Cost
1.	Construction Access	55	SY	<u>\$20.00</u>	<u>\$1,100.00</u>
2.	Fabric Fence Screen	1,300	LF	<u>\$3.24</u>	<u>\$4,212.00</u>
3.	Straw Wattles	2,100	LF	<u>\$5.40</u>	<u>\$11,340.00</u>
4.	Baled Hay Erosion Check & Silt Fence	1,700	LF	<u>\$13.20</u>	<u>\$22,440.00</u>
5.	Catch Basin Inlet Protection	12	EA	<u>\$30.00</u>	<u>\$360.00</u>
6.	Tree Protection	850	LF	<u>\$3.68</u>	<u>\$3,128.00</u>
7.	Sawcut	1,600	LF	<u>\$0.90</u>	<u>\$1,440.00</u>
8.	Remove & Stockpile Chain Link Fence	700	LF	<u>\$5.50</u>	<u>\$3,850.00</u>
9.	Remove & Stockpile Chain Link Gate	1	EA	<u>\$385.00</u>	<u>\$385.00</u>
10.	Remove & Dispose Chain Link Fence	6,000	LF	<u>\$1.99</u>	<u>\$11,940.00</u>

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Solicitation Title: Rocky Point Demolition Activities, Warwick RI

Unit Bid Item No.	Item Description	Base Quantity in Lump Sum Bid Price	Unit	Unit Price	Extended Cost
11.	Remove & Dispose Chain Link Gate	4	EA	<u>\$80.00</u>	<u>\$320.00</u>
12.	Remove & Dispose Concrete	4,550	TN	<u>\$9.48</u>	<u>\$43,134.00</u>
13.	Remove & Dispose or Reclamation of Bit. Conc. Pavement	50,300	SY	<u>\$0.72</u>	<u>\$36,216.00</u>
14.	Remove & Dispose Post or Bollard	90	EA	<u>\$40.00</u>	<u>\$3,600.00</u>
15.	Remove & Dispose Timber Frame and Sign	2	EA	<u>\$250.00</u>	<u>\$500.00</u>
16.	Remove & Dispose Traffic Sign	1	EA	<u>\$50.00</u>	<u>\$50.00</u>
17.	Remove & Dispose Wheel Stops	20	EA	<u>\$20.00</u>	<u>\$400.00</u>
18.	Remove & Dispose Steel Railing	450	LF	<u>\$4.00</u>	<u>\$1,800.00</u>
19.	Remove & Dispose Bench	22	EA	<u>\$80.00</u>	<u>\$1,760.00</u>

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Solicitation Title: Rocky Point Demolition Activities, Warwick RI

Unit Bid Item No.	Item Description	Base Quantity in Lump Sum Bid Price	Unit	Unit Price	Extended Cost
20.	Remove & Dispose Picnic Table	25	EA	<u>\$40.00</u>	<u>\$1,000.00</u>
21.	Remove & Dispose Planter	5	EA	<u>\$40.00</u>	<u>\$200.00</u>
22.	Remove & Dispose Steel Canopy Frames	2	EA	<u>\$300.00</u>	<u>\$600.00</u>
23.	Remove & Dispose Train Track	1,600	LF	<u>\$9.00</u>	<u>\$14,400.00</u>
24.	Remove & Dispose Catch Basin	11	EA	<u>\$100.00</u>	<u>\$1,100.00</u>
25.	Remove & Dispose Manhole	25	EA	<u>\$100.00</u>	<u>\$2,500.00</u>
26.	Relocate Stockpiled Chain Link Fence	700	LF	<u>\$22.00</u>	<u>\$15,400.00</u>
27.	Chain Link Fence	150	LF	<u>\$35.20</u>	<u>\$5,280.00</u>
28.	Chain Link Vehicular Gate	1	EA	<u>\$1,540.00</u>	<u>\$1,540.00</u>
29.	Common Borrow	17,000	TN	<u>\$15.30</u>	<u>\$260,100.00</u>

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Solicitation Title: Rocky Point Demolition Activities, Warwick RI

Unit Bid Item No.	Item Description	Base Quantity in Lump Sum Bid Price	Unit	Unit Price	Extended Cost
30.	Topsoil	84,500	SY	<u>\$2.94</u>	<u>\$248,430.00</u>
31.	Seed	84,500	SY	<u>\$0.66</u>	<u>\$55,770.00</u>
32.	Contaminated Soil Excavation and Disposal	180	TN	<u>\$145.00</u>	<u>\$26,100.00</u>
33.	Disposal of Lead-Hazardous Solid Waste	2,500	TN	<u>\$348.00</u>	<u>\$870,000.00</u>
34.	Disposal of Non-Hazardous Solid Waste	300	TN	<u>\$60.00</u>	<u>\$18,000.00</u>

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include all costs, including labor, materials, services, regulatory compliance, overhead, and profit.

Units:

SY – Square Yard

LF – Linear Foot

EA – Each

TN – Ton

4. CONTRACT TIME

The Bidder offers to perform the work in accordance with the timeline specified below:

- Start of construction: Upon NTP

Section 00310

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Solicitation Title: Rocky Point Demolition Activities, Warwick RI

- Base Bid Substantial completion: 70 Days
- Alternate Substantial completion: 85 Days
- Final completion: 155 Days

5. LIQUIDATED DAMAGES

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: eight hundred dollars (\$800.00).

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

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

BIDDER

Date: May 12, 2014

J.R. Vinagro Corporation
Name of Bidder


Signature in ink

Joseph R. Vinagro, President
Printed name and title of person signing on behalf of Bidder

32217
Bidder's Contractor Registration Number



MEETING MINUTES
JANUARY 2, 2014

Joseph R. Vinagro, sole officer of J.R. Vinagro Corporation, is hereby authorized to execute all bids and contracts on behalf of the corporation.

JRV
Joseph R. Vinagro
President

Subscribed and sworn to before me this date: May 12, 2014.

Cheri Riccio #62105
Notary Public
My commission expires: 4-16-18



May 9, 2014

Rhode Island Department of Administration
Division of Purchases
One Capitol Hill, Second Floor
Providence, RI 02908-5855

**Re: RFP7548638A2 - Construction Services Asbestos Abatement, Demo of Structures, Site Work
Rocky Point, Warwick**

To Whom It May Concern:

In order to better differentiate itself and avoid confusion with myriad other companies, including other hauling companies that include "Patriot" in their names, Patriot Hauling Co., Inc. has formally changed its name and is doing business as J.R. Vinagro Corporation. Please note that nothing material has changed. The officers, bonding capacity, insurance, personnel, etc., all remain the same. Only the name has been changed. Please feel free to contact me with any questions or concerns you may have regarding this matter.

Sincerely,

J.R. VINAGRO CORPORATION

Donna Caisse @

Donna Caisse, Esq.
In-House Counsel

Cc: P1404-0108



**State of Rhode Island and Providence Plantations
Office of the Secretary of State**

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040

J.R. Vinagro Corporation Summary Screen

 Help with this form

Request a Certificate

The exact name of the Domestic Profit Corporation: J.R. Vinagro Corporation

The name was changed from: PATRIOT HAULING CO., INC. on 2/18/2009

The name was changed from: PATRIOT WASTE DISPOSAL CO., INC. on 2/18/1998

The fictitious name of Green Solutions was filed on 1/28/2013 12:21:00 PM

The fictitious name of Patriot Hauling Co., Inc. was filed on 2/18/2009 9:09:00 AM

The fictitious name of LIBERTY DEMOLITION & RECYCLING was filed on 12/28/2007 11:00:00 AM

Entity Type: Domestic Profit Corporation

Identification Number: 000099168

Date of Incorporation in Rhode Island: 02/13/1998

The location of its principal office:

No. and Street: 116 SHUN PIKE

City or Town: JOHNSTON State: RI Zip: 02919 Country: USA

The mailing address or specified office:

No. and Street:

City or Town: State: Zip: Country:

Agent Resigned: N

Address Maintained: Y

Name and address of the Registered Agent:

No. and Street: 130 TOWER HILL ROAD

City or Town: NORTH KINGSTOWN State: RI Zip: 02852-

Name: FRED J. VOLPE, ESQ.

The officers and all of the directors of the corporation:

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
PRESIDENT	JOSEPH R VINAGRO	

787 SNAKE HILL ROAD
GLOCESTER, RI 02814- USA

The total number of shares and par value, if any, of each class of stock which the business entity is authorized to issue:

Class of Stock	Series of Stock	Par Value Per Share	Total Authorized Shares <i>Num of Shares</i>	Total Issued and Outstanding <i>Num of Shares</i>
CNP		\$0.0000	1,000.00	100.00

Purpose

DISPOSAL OF CONSTRUCTION AND RELATED MATERIALS AND PROCESSING

TITLE: 7-1.1-51

Select a type of filing from below to view this business entity filings:

- ALL FILINGS
- Annual Report
- Annual Report - Amended
- Annual Report - Reinstatement
- Articles of Amendment

[Click Here](#) to access 2006 and 2007 annual reports filed and imaged prior to July 25, 2007. Identification Number is Required

View Filings

New Search

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AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J.R. VINAGRO CORPORATION
2208 Plainfield Pike
Johnston, RI 02919

OWNER:

(Name, legal status and address)

STATE OF RHODE ISLAND
ONE CAPITOL HILL
Providence, RI 02908

SURETY:

(Name, legal status and principal place of business)

WESTCHESTER FIRE INSURANCE COMPANY
436 Walnut Street
Philadelphia, PA 19106

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: FIVE PERCENT OF ATTACHED BID (5%)

BOND NUMBER: JRVINAGRO296

PROJECT: CONSTRUCTION SERVICES ASBESTOS ABATEMENT, DEMO OF STRUCTURES, SITE WORK ROCKY POINT, WARWICK, SOLICITATION NUMBER 7548638.

(Name, location or address, and Project number, if any)

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

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

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

Signed and sealed this 8th day of May, 2014.

Karen Hilton
(Witness)

Tina Elman
(Witness)

J.R. VINAGRO CORPORATION
(Principal)

(Seal)

(Title) Joseph R. Vinagro, President
WESTCHESTER FIRE INSURANCE COMPANY

(Surety) Nancy Castonguay *(Seal)*

(Title) Nancy Castonguay, ATTORNEY-IN-FACT

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured

Init.

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Heidi Rodzen, Joline L Binette, Melanie A Bonnevie, Nancy Castonguay, Robert Shaw, Jr., all of the City of LEWISTON, Maine, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 14 day of March 2014.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss

On this 14 day of March, AD 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY, to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2014

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 8TH day of MAY, 2014



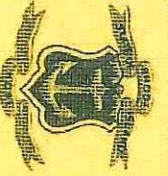
William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER March 14, 2016.



STATE OF RHODE ISLAND
CONTRACTORS REGISTRATION
AND LICENSING BOARD

REGISTRATION NO.	32211	EXP. DATE	07/2008
REGISTRANT'S NAME	W. Y. KALAN CORPORATION		
AUTHORIZED REPRESENTATIVE	W. Y. KALAN		
DRIVER'S LICENSE #	RI 9090077	EXECUTIVE DIRECTOR	<i>Ray A. Blain</i>



State of Rhode Island and Providence Plantations
DEPARTMENT OF HEALTH
HEALTHY ENVIRONMENT TEAM – ASBESTOS PROGRAM
ASBESTOS ABATEMENT CONTRACTOR LICENSE

Pursuant to Title 23, Chapter 24.5 of the General Laws of Rhode Island (the Act) and the Rhode Island Rules and Regulations for Asbestos Control and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to act as an Asbestos Abatement Contractor. This license is subject to all applicable provisions of the Act and all applicable rules, regulations and orders of the Rhode Island Department of Health-Office of Occupational and Radiological Health now or hereafter in effect and to any conditions specified below.

Licensee: JR VINAGRO CORPORATION
Address: 2208 PLAINFIELD PIKE
JOHNSTON RI 02919
License Number: LAC-293
Expiration Date: 01/30/2015
Asbestos Abatement Activities Authorized: Removal, encapsulation or enclosure of asbestos containing material in accordance with Part B of the Rhode Island Rules and Regulations

For a listing of site supervisors that are associated with this license please visit our website at the following web address:
<http://www.health.ri.gov/hsr/professions/license.php>

At least one Asbestos Abatement Site Supervisors must be physically present whenever any on-site work is being performed in conjunction with an approved asbestos abatement project. The photo ID issued by the Agency must be clearly displayed by an Asbestos Abatement Site Supervisor at all times while supervising an approved asbestos abatement project. Except as specifically provided otherwise in this license, the licensee shall conduct his program in accordance with statements, procedures and representations contained in the documents, including any enclosures. The Rhode Island Rules and Regulations for Asbestos Control shall govern unless the statements, representations and procedures in the licensee's application and correspondence are more restrictive than the regulations.


Rosemary Sheets
Supervising Industrial Hygienist
Health Professionals Regulation



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 .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



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

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 Rf Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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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] Joseph R. Vinagro

Title: President

Subscribed and sworn before me this 18th day of May, 2014

[Signature] #602105
Notary Public
My commission expires: 4-16-18

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



**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: 7548638

Construction Services, Asbestos Abatement, Demo of Structures

Bid/RFP Title: Site Work - Rocky Point, Warwick

RIVIP Vendor ID#: 67718

Vendor Name: J.R. Vinagro Corporation

Address: 2208 Plainfield Pike, Johnston, RI 02919

Telephone: 401-943-7100

Fax: 401-647-5041

E-Mail: karenh@jrvinagrocorp.com

Contact Person and Title: Lisa Leonard, Payroll Coordinator

J.R. Vinagro Corporation

2208 Plainfield Pike

Johnston, RI 02919

(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).

Joseph R. Vinagro, President
Printed Name and Title of Authorized Representative

May 12, 2014
Date


Signature of Authorized Representative

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

J.R. VINAGRO MANUFACTURING & PROCESSING CO., INC.

AND

THE RHODE ISLAND LABORERS' DISTRICT COUNCIL
ON BEHALF OF ITS LOCAL UNIONS 15, 271 AND 673

(COLLECTIVELY THE "UNION")

EFFECTIVE DATE MARCH ^{22nd} __, 2011

This Memorandum of Agreement ("Agreement") as entered into this ___ day of March, 2011, between J.R. Vinagro Manufacturing & Processing Co., Inc. ("J.R. Vinagro") and the Rhode Island Laborers' District Council on behalf of its Local Unions 15, 271 and 673 (collectively the "Union").

WHEREAS, J.R. Vinagro and the Union recognize the importance of harmonic working relations between the parties; and

WHEREAS, J.R. Vinagro recognizes that the Union seeks to assist in the creation of fair working conditions, wages and benefits for its members along with a fair and equitable mechanism for adjusting and settling disputes and grievance; and

WHEREAS, the Union has committed to continue to organize non-union construction managers and contractors throughout the State of Rhode Island.

It is agreed and resolved:

1. That J.R. Vinagro and the Union by signing this Memorandum of Agreement agree to abide by and be bound to the terms and conditions of the attached Building and Site and Heavy, Highway and Tunnel Collective Bargaining Agreements entered into by the Union with contractor and construction associations throughout the territorial jurisdiction listed in the agreement for Rhode Island specifically the:
 - a. Rhode Island Statewide Building and Site Construction Agreement between Rhode Island Chapter Associated General Contractors of America, Inc. Labor Relations Division and the Rhode Island Laborers' District Council of the Laborers' International Union of North America AFL-CIO acting on behalf of Local Union 15, Westerly, Rhode Island; Local Union 271, Providence, Rhode Island and Local Union 673, Newport, Rhode Island; and

- b. Construction Industries of Rhode Island and the Rhode Island Laborers' District Council of the Laborers' International Union of North America AFL-CIO acting on behalf of Construction and General Laborers' Local 271, Providence, Rhode Island.
2. By signing this Memorandum of Agreement, J.R. Vinagro attests that it has read and is familiar with the attached collective bargaining agreements, that it agrees to be bound by all the terms and conditions contained therein, and further that it has all necessary corporate authority to be bound hereto.
 3. It is expressly understood that this Agreement applies to J.R. Vinagro Manufacturing & Processing Co., Inc. and J.R. Vinagro Manufacturing & Processing Co., Inc. only and does not apply to any affiliate or related non-construction company of the J.R. Vinagro organization and/or family.
 4. J.R. Vinagro agrees that there will be no lockouts for any reason during the term of this Memorandum of Agreement and the Union agrees that there will be no strikes, slow downs, sit downs or any other refusal to work during the term of this Memorandum, except for the failure of the Employer to pay the wages and fringes provided in the Agreement in Sections 1(a) and (b).
 5. It is understood that J.R. Vinagro and the Union have made this Agreement in the interest of both parties and that the Union will use its best efforts to promote J.R. Vinagro over any company that is non-signatory to the Laborers' Agreement in Rhode Island.
 6. Upon execution of this Memorandum of Agreement, J.R. Vinagro will be oriented with the Rhode Island Laborers' Building Unified Trust Fund.
 7. In the event of any conflict between this Memorandum of Agreement and the aforesaid Collective Bargaining Agreements referenced in Sections 1(a) or (b) above, this Memorandum of Agreement shall govern.

J.R. VINAGRO MANUFACTURING &
PROCESSING CO., INC.

RHODE ISLAND LABORERS' DISTRICT
COUNCIL

By: _____

Joseph R. Vinagro, President

By: _____

Michael F. Sabltoni, Business Manager

Address: _____

Tel: 401-943-7100
Fax: 401-946-7666

563901_1

herein, for the purpose of the remedy the Union may pursue, is covered in Article XX herein.

The New England Laborers' Training Trust Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

ARTICLE XVI

RHODE ISLAND LABORERS' APPRENTICESHIP PROGRAM

Section 1. New applicants for membership who cannot provide reasonable proof of 4,000 or more hours of employment as a Construction Craft Laborer (or, alternatively, cannot demonstrate equivalent skills through a contractor or through an examination administered by the Joint Apprenticeship and Training Committee (JATC) shall, whenever possible, enter the Apprenticeship program. Any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Worker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

Section 2. The Apprenticeship and Training Standards approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training and the Rhode Island State Apprenticeship Council are hereby incorporated by reference as a part of this Agreement.

Section 3. The Apprentice wage rates:

<u>Hours of Credit</u>	<u>Wage Rate</u>
0 - 999	60% of Journey Worker
1,000 - 1,999	70% of Journey Worker
2,000 - 2,999	80% of Journey Worker
3,000 - 3,999	90% of Journey Worker
over - 4,000	Journey Worker

Section 4. The Employer may pay a higher rate at its option. The Employer agrees to notify the JATC if this option is exercised.

Section 5. The Employer shall pay an Apprentice the full fringe benefit package

as described in this contract.

Section 6. The Employer shall participate in the Apprenticeship Program by accepting apprentices for employment upon referral by the Union. It is the intent of the parties that this provision will not result in the displacement of Journey Workers. Nothing contained in this section is intended to contradict the language found in Section 1 above.

Section 7. The Employer may not employ an Apprentice until at least one Journey Worker is employed and thereafter may not employ more than one (1) Apprentice for every additional five (5) Journey Workers.

Section 8. An Apprentice should, whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills.

Section 9. An Apprentice shall not work on the jobsite unless supervised by a Journey Worker, unless the Employer deems it unfeasible.

Section 10. An Apprentice shall not be penalized for taking off from work to attend offsite training (though time off for training is unpaid).

ARTICLE XVII

NEW ENGLAND LABORERS' LABOR-MANAGEMENT COOPERATION TRUST FUND

Section 1. Each employer agrees to pay Fifteen (15¢) Cents per hour worked by each employee covered by the terms of this Agreement to a fund known as the "New England Laborers' Labor-Management Cooperation/Trust Fund.

Any future increase of contributions to the New England Laborers' Labor-Management Cooperation Trust Fund shall be made in accordance with Article X of this Agreement.

Section 2. Said Sums will be paid into said Fund not later than the twentieth day of each and every month for hours worked by said employee up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their authorized representatives and have affixed hereto the seals of their respective organization the day and year first written above.

FOR THE COMPANY:

Construction Industries of Rhode Island

Signature of Officer

Date

JOSEPH R. VENARDO
Print Name

10/10/13

INDEPENDENT CONTRACTORS:

Signature of Officer

Date

JOSEPH R. VENARDO
Print Name

10/10/13

J.R. VENARDO PROCESSING & MANUFACT.
Company Name

2208 PLAINFIELD PIKE
Street

JOHNSTON RI 02919

City State Zip

401 943-7100
Area Code Phone Number

FOR THE UNION:

International Union of Operating Engineers, Local 57

By: James J. White
Business Manager & President

MEMORANDUM OF AGREEMENT

The parties recognize the threat of unfair competition in certain areas and types of work, from contractors who do not conform to the standards provided in the collective bargaining agreement. Therefore, the Employer may request a pre-bid conference for the purpose of analyzing any difficulties, including wages, which he may have in bidding said job. It is expressly understood that no modification or deviation may be made from the existing collective bargaining agreement except by mutual agreement of the parties. It is further understood that no matter arising hereunder shall be subject to arbitration. It is the intent of the parties that this procedure will be utilized in unusual circumstances and that the Employer will not invoke this procedure except in such circumstances. This agreement can be terminated at any time by either party. Modifications can be made to this agreement with the consent of both parties.

SECTION 4. Apprenticeship and Training Fund

It is hereby agreed that the Employer shall pay to the Trustees of the Local 57 Apprenticeship and Skill Improvement Fund Sixty Five Cents (\$.65) per hour for the total gross hourly wages paid to each employee weekly by said Employer. Such monies shall be paid to the Trustees no later than the twentieth (20th) of the month following the month for which the contribution is being made; however, in the case of operations of less than a month's duration, payments shall be due weekly.

SECTION 5. Legal Services Fund

- (a) The parties to this Agreement agree to form a jointly trusted fund entitled Operation Engineers Local 57 Legal Services Fund pursuant to Section 302 of the National Labor Relations Act, as amended, to provide employees and their dependents with assistance in defraying the cost of legal counsel. Such Fund shall be established to collect and disburse monies for payment of benefits to the employees covered by this Agreement. Such payments are to be made in accordance with the terms of the Trust Agreement hereinafter established.
- (b) It is hereby agreed that the Employer shall pay to the Trustees of the Local 57 Legal Service Fund for the benefit of the members of said Fund, Twenty Cents (\$.20) per hour for the total gross hourly wages paid to each employee weekly by said Employer. Such monies shall be paid to the Trustees no later than the twentieth (20th) of the month following the month for which the contribution is being made; however, in the case of operations of less than a month's duration, payments shall be due weekly.
- (c) It is understood by the parties to this Agreement that the Legal Services Trust and Plan to be established shall conform to the requirements of Section 302 (c) of the Labor Management Relations Act, as amended and shall not be effective until the Internal Revenue Service gives a ruling in writing that the employers will be able to deduct said contributions as an ordinary and necessary business expense.