

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

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFPNumber:** 7548984A1  
**Bid/RFP Title:** COMMAND READINESS CENTER/SCHOFIELD ARMORY SITE CONSTRUCTION/RE-DESIGN-ADD. 1 (13 PGS & ZIP FILE)  
**Opening Date & Time:** 9/22/2014 10:30 AM  
**RIVIP Vendor ID #:** 3399  
**Vendor Name:** Calson Construction Corporation  
**Address:** 34 Oakdale Avenue  
Johnston , RI 02919  
USA  
**Telephone:** (401) 272-1100  
**Fax:** 401-272-0035  
**E-Mail:** calsoncorp@aol.com  
**Contact Person:** Caroline Calcagni  
**Title:** President  
**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](http://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](http://www.purchasing.ri.gov). It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

**SECTION 2 – REQUIREMENTS**

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

## Section 2.1 - RULES FOR SUBMITTING OFFERS

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

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

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

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

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

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

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

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

2.4. PREVAILING WAGE, OSHA 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](http://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.**

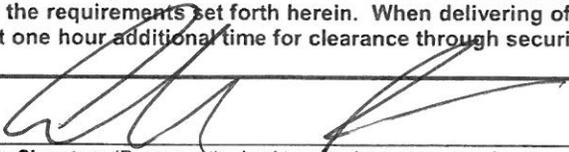
Indicate Yes (Y) or No (N):

- 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.

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

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



Date 9-22-14

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

Caroline Calcagni, President

Print

Name and Title of company official signing offer

Solicitation #:7548984

Solicitation Title: COMMAND READINESS CENTER/SCHOFIELD  
ARMORY SITE CONSTRUCTION-RE-DESIGN

**BID FORM (REVISED 9-16-14)**

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

Bidder: Calson Construction Corporation  

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Legal name of entity  
34 Oakdale Ave, Johnston, RI 02919  

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Address (street/city/state/zip)  
Caroline Calcagni, calsoncorp@aol.com  

---

Contact name                      Contact email  
401-272-1100                      401-272-0035  

---

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*):

\$ 1,327,000.00

(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

One-Million-Three-Hundred-Twenty-Seven-Thousand-Dollars & 00

(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

• **Allowances**

The Base Bid Price ***includes*** the costs for the following Allowances:

No. 1: Quantities and Payment of Unanticipated Unsuitable Soils:

a. The Contractor shall carry in the Base Bid for 100 cubic yards for removal of unanticipated unsuitable materials and replacement with compacted in place, as directed herein. The Base Bid shall cover all costs related to such excavation, removal off site, and replacement with compacted fill of approved material, overhead, and profit. No amount other than that herein specified will be paid by the Owner for excavation herein defined.

i. If the total quantity of unanticipated unsuitable materials and its replacement with compacted fill exceeds the amount included in the Contract as

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Solicitation Title: COMMAND READINESS CENTER/SCHOFIELD  
ARMORY SITE CONSTRUCTION-RE-DESIGN

listed above, the Owner shall pay the excess excavation and replacement at the unit price of \$30.00 per cubic yard.

ii. If the total quantity of unanticipated unsuitable material and its replacement with compacted fill is less than the amount included in the contract as listed above, the contract sum will be decreased by the difference in excavation and its replacement multiplied by the unit price of \$27.00 per cubic yard.

No. 2: Quantities and Payment of Rock Excavation:

a. The Contractor shall include in his base bid 100 cubic yards of Bulk Excavation rock and its removal from site.

i. If the total amount of rock within bulk excavation exceeds the amount included in the Contract hereinabove, the Owner shall pay for the excess amount of rock within bulk excavation at the Unit Price of \$120.00 per cubic yard.

ii. If the total amount of rock within bulk excavation is less than the amount included in the Contract hereinabove, the Contract sum will be decreased by the difference in amount multiplied by Unit Price of \$108.00 cubic yard.

b. The Contractor shall include in his base bid 100 cubic yards of trench rock and its removal from site.

i. If the total amount of trench rock exceeds the amount included in the Contract hereinabove, the Owner shall pay for the excess amount of trench rock at the Unit Price of \$200.00 per cubic yard.

ii. If the total amount of trench rock is less than the amount included in the Contract hereinabove, the Contract sum will be decreased by the difference in trench rock multiplied by the Unit Price of \$180.00 per cubic yard.

**Bonds**

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

• **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: 9-16-14 \_\_\_\_\_

Addendum No. 2 dated: \_\_\_\_\_

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ARMORY SITE CONSTRUCTION-RE-DESIGN

Addendum No. 3 dated: \_\_\_\_\_

Addendum No. 4 dated: \_\_\_\_\_

Addendum No. 5 dated: \_\_\_\_\_

Addendum No. 6 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."

XX Add \_\_\_ Subtract \_\_\_ Alternate No. 1: Contractor shall design, furnish, and install one (1) factory built, factory delivered, above-ground guard booth mounted on the existing cast-in-place structural concrete base and shall provide all necessary internal supports, controls, utility connections, and other necessary appurtenances.

The building shall be in accordance with Section 13 34 23 of the Contract Specifications for the Pre-fabricated Steel Guard Building.

\$ 63,000.00

(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

Sixty-Three-Thousand-Dollars & 00

(amount *in words* printed electronically, typed, or handwritten legibly in ink)

Solicitation #:7548984

Solicitation Title: COMMAND READINESS CENTER/SCHOFIELD  
ARMORY SITE CONSTRUCTION-RE-DESIGN

XX Add \_\_\_ Subtract Alternate No. 2: Contractor shall install a new entrance sign with associated shrubs and landscaped area as depicted on the Bioretention Area 3 & Sign Detail Plan, Sheet L1.1.

Sign shall be installed in accordance with the provided detail and shop drawings shall be submitted to the owner prior to any purchasing or construction. The sign legend, font and size shall be determined during the review of the shop drawings. The sign material shall be 3'x8' reinforced redwood panel, double sided, or an approved equal. Samples shall be submitted to the owner for approval to determine the background color. The contractor shall coordinate the 15" diameter logos to be installed on the stone columns with the owner.

The sign support shall be constructed as a 2'x2' stone column. The columns shall be furnished with angular cut stone in random sizes not to exceed 12"x18" and shall be face laid with tight recessed mortar joints and a flat face finish. Shop drawings shall be submitted to the owner and architect for both the stone finish and all hardware required for connections to the columns. The stone columns shall be connected to a concrete footing with a depth of 3'-6" reinforced with #4 bars at 12" on center.

The shrubs, flowers and landscaped area shall be installed by a qualified landscape contractor in the location depicted on the plans. Shrubs and other plantings shall be planted in accordance with the drawings and specifications. The Contractor shall be responsible to water the shrubs and flowers as required for the duration of the project. Following completion of the project, watering shall be the responsibility of the Owner. The Contractor is responsible to provide new vegetation within the limit of disturbance as depicted on the landscape plan.

\$ 21,000.00

(amount in figures printed electronically, typed, or handwritten legibly in ink)  
Twenty-One-Thousand-Dollars & 00

(amount in words printed electronically, typed, or handwritten legibly in ink)

Solicitation #:7548984

Solicitation Title: COMMAND READINESS CENTER/SCHOFIELD  
ARMORY SITE CONSTRUCTION-RE-DESIGN

3. UNIT PRICES

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.

Remove and Replace 8" Drain Pipe - Unit Price No. 1:  
\$ remove \$25.00 Twenty-Five-Dollars & 00  
(per linear foot) (amount in *figures* printed)  
replace \$30 Thirty-Dollars & 00  
(per linear foot) (amount in *words* printed)

Contractor shall provide a unit price to remove and replace 8" drain pipe with new 8" drain pipe. All removal and disposal of pipe shall be done in accordance with Section 31 11 00 of the Contract Specifications for Site Preparation. All replacement of damaged pipe shall comply with Section 33 40 00 Storm Drainage. All pipe segments replace shall be done using corrugated double wall (smooth interior) HDPE pipe. As required within the specifications, shop drawings shall be submitted for pipe materials. It shall be the Contractor's responsibility to maintain existing inverts where pipe segments are to be replaced.

Remove and Replace 10" Drain Pipe - Unit Price No. 2:  
\$ remove \$45.00 Forty-Five-Dollars & 00  
(per linear foot) (amount in *figures* printed)  
replace \$50.00 Fifty-Dollars & 00  
(per linear foot) (amount in *words* printed)

Contractor shall provide a unit price to remove and replace 10" drain pipe with new 10" drain pipe. All removal and disposal of pipe shall be done in accordance with Section 31 11 00 of the Contract Specifications for Site Preparation. All replacement of damaged pipe shall comply with Section 33 40 00 Storm Drainage. All pipe segments replace shall be done using corrugated double wall (smooth interior) HDPE pipe. As required within the specifications, shop drawings shall be submitted for pipe materials. It shall be the Contractor's responsibility to maintain existing inverts where pipe segments are to be replaced.

Solicitation #:7548984  
Solicitation Title: COMMAND READINESS CENTER/SCHOFIELD  
ARMORY SITE CONSTRUCTION-RE-DESIGN

4. CONTRACT TIME

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

- Start of construction: Within 7 days of issuance of Purchase Order
- Substantial completion: September 30, 2015
- Final completion: September 30, 2015

5. LIQUIDATED DAMAGES

There are no Liquidated Damages under this Contract.

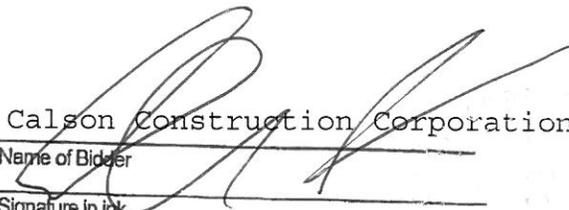
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This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

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: 9-22-14

  
Calson Construction Corporation  
Name of Bidder

Signature in ink  
Caroline Calcagni, President

Printed name and title of person signing on behalf of Bidder  
# 19046

Bidder's Contractor Registration Number



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:** 7548984  
Command Readiness Center/Schofield Armory  
**Bid/RFP Title:** Site Construction/Re-Design  
**RIVIP Vendor ID#:** 3399  
**Vendor Name:** Calson Construction Corporation  
**Address:** 34 Oakdale Ave, Johnston, RI 02919  
401-272-1100  
**Telephone:** \_\_\_\_\_  
**Fax:** 401-272-0035  
**E-Mail:** calsoncorp@aol.com

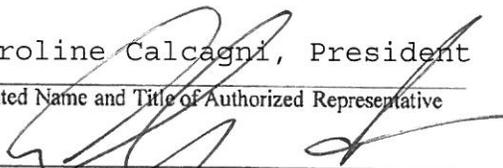
**Contact Person and Title:** Caroline Calcagni, President

Calson Construction Corporation  
34 Oakdale Ave, 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).

Caroline Calcagni, President                      9-22-14  
\_\_\_\_\_  
Printed Name and Title of Authorized Representative      Date  
  
\_\_\_\_\_  
Signature of Authorized Representative

\* Please see attached case which indicates this information is not required.

**United States Court of Appeals  
For the First Circuit**

No. 13-2189

MERIT CONSTRUCTION ALLIANCE ET AL.,

Plaintiffs, Appellees,

v.

CITY OF QUINCY,

Defendant, Appellant.

APPEAL FROM THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF MASSACHUSETTS

[Hon. Rya W. Zobel, U.S. District Judge]

Before

Thompson and Selya, Circuit Judges,  
and McConnell, District Judge.

James S. Timmins, City Solicitor, for appellant.

Christopher N. Souris and Krakow & Souris, LLC on brief for  
New England Regional Council of Carpenters, amicus curiae.

Christopher C. Whitney, with whom Scott K. Pomeroy and Pierce  
Atwood LLP were on brief, for appellees.

Maurice Baskin and Little Mendelson, P.C. on brief for  
Associated Builders and Contractors, Inc., amicus curiae.

July 16, 2014

<sup>1</sup>Of the District of Rhode Island, sitting by designation.

SELYA, Circuit Judge. This case presents not one, but two, questions of considerable import, each of which implicates the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. §§ 1001-1461. The first concerns whether the reach of ERISA's preemption provision, 29 U.S.C. § 1144(a), extends to a municipal ordinance mandating the establishment of a specific type of apprentice training program. The second concerns the scope of ERISA's fee-shifting provision, 29 U.S.C. § 1132(g)(1). After careful consideration, we conclude that the district court answered the first question correctly, but not the second. Accordingly, we affirm in part, reverse in part, and remand for reconsideration of the fee award.

**I. BACKGROUND**

In 2012, defendant-appellant City of Quincy (the City) solicited bids for a construction project at a middle school. Would-be bidders were required to certify compliance with the City's euphemistically named Responsible Employer Ordinance (the Ordinance). Pertinently, the Ordinance demands that bidders on municipal public works projects "engage[] in a bona fide apprentice training program" registered with the Massachusetts Department of Labor Standards. Quincy, Mass., Code § 15.26.010(C); see Mass. Gen. Laws ch. 23, §§ 11H, 11I (providing relevant definitions). The Ordinance further mandates that at least one apprentice have

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graduated from the program in the twelve months immediately preceding the bid. See Quincy, Mass., Code § 15.26.010(C).

This bidding condition brought with it a legal cloud; a federal district court had ruled that ERISA preempted a similar ordinance passed in Fall River, Massachusetts. See Util. Contrs. Ass'n of New Eng., Inc. v. City of Fall River, No. 10-10994, 2011 WL 4710875, at \*7 (D. Mass. Oct. 4, 2011). Merit Construction Alliance (the Alliance), a trade association of construction companies, asked whether the City would continue to enforce its apprentice training requirement. When the City responded affirmatively,<sup>3</sup> the Alliance, joined by two of its members (Grasseschi Plumbing & Heating, Inc. and D'Agostino Associates, Inc.), and a Grasseschi employee (David Ross), sued the City in the federal district court. Among other things, the complaint sought injunctive and declaratory relief on the ground that ERISA preempted the Ordinance's apprentice training requirement.<sup>4</sup>

<sup>3</sup> The City's affirmative response indicated that it would suspend enforcement of the graduation requirement in connection with this bid solicitation. Because of the limited nature of the suspension, we think that it is appropriate to include the graduation requirement in the overall preemption calculus.

<sup>4</sup> The plaintiffs initially challenged several other provisions of the Ordinance. The City agreed not to enforce some of these provisions, and the litigation narrowed to focus on two provisions: the Ordinance's residency requirement and its apprentice training requirement. Eventually, the City conceded the former issue and, thus, this appeal concerns only the latter.

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The district court granted a preliminary injunction barring enforcement of the apprentice training requirement, based largely on its earlier decision in the Fall River case. See Merit Constr. All. v. City of Quincy (Merit I), No. 12-10458, 2012 WL 1357656, at \*2, \*4 (D. Mass. Apr. 18, 2012). Summary judgment in favor of the plaintiffs followed apace. See Merit Constr. All. v. City of Quincy (Merit II), No. 12-10458, 2013 WL 396123, at \*3 (D. Mass. Feb. 1, 2013).

To the victor belong the spoils, and the next stage of the battle involved attorneys' fees. The district court granted the plaintiffs' motion for fees and awarded them the amount of \$81,007.85. See Merit Constr. All. v. City of Quincy (Merit III), No. 12-10458, 2013 WL 3984596, at \*3 (D. Mass. Aug. 2, 2013). The City unsuccessfully sought reconsideration of the fees order. See Merit Constr. All. v. City of Quincy (Merit IV), No. 12-10458, 2013 WL 4446935, at \*3 (D. Mass. Aug. 21, 2013). This timely appeal followed.

**II. ANALYSIS**

In this venue, the City for the first time questions the plaintiffs' standing to sue. Because this challenge implicates subject matter jurisdiction, we are obligated to address it despite its lateness. See Am. Fiber & Finishing, Inc. v. Tyco Healthcare Grp., LP, 362 F.3d 136, 138-39 (1st Cir. 2004) ("[I]t is firmly

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settled that challenges to federal subject matter jurisdiction may be raised for the first time on appeal.").

The Constitution limits federal-court jurisdiction to actual cases and controversies. *See* U.S. Const. art. III, § 2. In line with this limitation, a litigant seeking to enlist federal court jurisdiction must demonstrate his standing to bring suit: he must have "such a personal stake in the outcome of the controversy as to assure that concrete adverseness which sharpens the presentation of issues." *Baker v. Carr*, 369 U.S. 186, 204 (1962).

When an unincorporated association seeks to open the doors of a federal court, it must demonstrate that "(a) its members would otherwise have standing to sue in their own right; (b) the interests it seeks to protect are germane to the organization's purpose; and (c) neither the claim asserted nor the relief requested requires the participation of individual members in the lawsuit." *Hunt v. Wash. State Apple Adver. Comm'n*, 432 U.S. 333, 343 (1977). For an individual to have standing, he must establish injury in fact, causation, and redressability. *See Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560-61 (1992).

The first element of this triad inquires into the existence of "an invasion of a legally protected interest which is (a) concrete and particularized and (b) actual or imminent, not conjectural or hypothetical." *Id.* at 560 (internal quotation marks and citations omitted). The second element asks whether the

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alleged injury is "fairly traceable to the challenged action of the defendant." *Id.* (internal quotation mark and alterations omitted). The third element asks whether it is "likely, as opposed to merely speculative, that the injury will be redressed by a favorable decision." *Id.* at 561 (internal quotation marks omitted).

The Alliance's members pass this tripartite test with flying colors. Among their ranks are contractors that neither maintain apprentice training programs nor satisfy the Ordinance's graduation quota. Those members suffer injury because they want to bid on public works projects in Quincy but are constrained from doing so by the strictures of the Ordinance. If the plaintiffs prevail, the Ordinance will be declared null and void, thus removing the injury-causing obstruction to their bidding eligibility.

Similarly, the Alliance meets the criteria for associational standing. At least some of its members have individual standing, and preserving its members' bidding capabilities closely relates to its *raison d'être*. To cinch matters, nothing about an ERISA preemption challenge calls for enlisting the participation of individual Alliance members. *See Retail Indus. Leaders Ass'n v. Fielder*, 475 F.3d 180, 187 (4th Cir. 2007).

The City, in effect, attempts to confess and avoid. It disputes none of the conclusions recounted above but, rather, tries

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to graft a requirement of an ERISA-covered apprentice training program onto the test for constitutional standing. This is pie in the sky: the City offers no authority for the proposition that the Constitution imposes any such requirement.

Of course, ERISA's statutory enforcement provision contemplates the existence of an ERISA plan. *See* 29 U.S.C. § 1132(a)(3). But the question of standing that the City raises here is constitutional in nature, and we see no reason that such a condition is necessary to render this action an actual case or controversy within the meaning of Article III. *See Wright Electric, Inc. v. Minn. State Bd. of Elec.*, 322 F.3d 1025, 1028-29 (8th Cir. 2003) (holding that plaintiff need not "show that its apprenticeship program was an ERISA plan in order to establish subject matter jurisdiction"). We therefore hold that the Alliance has standing to challenge the Ordinance on the ground of ERISA preemption.

Having determined that an actual case and controversy exists, we proceed to chew on the meat of the appeal: preemption and attorneys' fees. We address these subjects sequentially.

#### A. Preemption.

The City assigns error to the district court's ruling that ERISA preempts the Ordinance's apprentice training requirement. Since this ruling was made on summary judgment, our review is plenary. *See Geshke v. Crocs, Inc.*, 740 F.3d 74, 76 (1st

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Cir. 2014); *see also Carpenters Local Union No. 26 v. U.S. Fid. & Guar. Co.*, 215 F.3d 136, 139 (1st Cir. 2000).

"ERISA is a comprehensive statute designed to promote the interests of employees and their beneficiaries in employee benefit plans." *Shaw v. Delta Air Lines, Inc.*, 463 U.S. 85, 90 (1983). Enacted in part "to safeguard employees from the abuse and mismanagement of funds that had been accumulated to finance various types of employee benefits," the statutory scheme "sets forth reporting and disclosure obligations for plans, imposes a fiduciary standard of care for plan administrators, and establishes schedules for the vesting and accrual of pension benefits." *Massachusetts v. Morash*, 490 U.S. 107, 112-13 (1989).

When considering a claim of preemption, "our task is to ascertain Congress' intent in enacting the federal statute at issue." *Shaw*, 463 U.S. at 95. With respect to ERISA, this intent is express, if somewhat "opaque." *De Buono v. NYSA-ILA Med. & Clinical Servs. Fund*, 520 U.S. 806, 809 (1997). By its terms and subject to exemptions not relevant here, ERISA "supersede[s] any and all State laws insofar as they may now or hereafter relate to any employee benefit plan." 29 U.S.C. § 1144(a).

The Supreme Court has distilled the statute's "relate to" language into two independently sufficient alternatives: "a connection with or reference to" an ERISA plan will result in preemption. *Shaw*, 463 U.S. at 97. Under this two-sided rubric,

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ERISA's preemptive reach "is clearly expansive." N.Y. State Conf. of Blue Cross & Blue Shield Plans v. Travelers Ins. Co., 514 U.S. 645, 655 (1995). But the Court has nevertheless cautioned against "an uncritical literalism" in applying this test, warning that "infinite connections" cannot supply the measure of preemption. Id. at 656. Thus, we must consider "the objectives of the ERISA statute as a guide to the scope of the state law that Congress understood would survive." Id. In the process, we must remain mindful that ERISA was not intended to supersede the state's historic police powers unless such supersession "was the clear and manifest purpose of Congress." Id. at 655 (internal quotation mark omitted).

The battle here, as waged by the parties, focuses on the "connection with" component of the two-sided ERISA preemption calculus. The district court concluded that the Ordinance's requirement that "every bidder . . . have an apprenticeship program meeting Massachusetts standards" supplied the requisite connection. Merit II, 2013 WL 396123, at \*2. We share this view.

To begin, it is important to note that programs "established or . . . maintained for the purpose of providing . . . apprenticeship or other training" qualify as ERISA employee welfare benefit plans. 29 U.S.C. § 1002(1). Thus, ERISA will preempt the Ordinance's operation if and to the extent that the Ordinance bears a sufficient connection to such programs.

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Of course, not every conceivable connection will support preemption. For example, state laws that merely exert an "indirect economic influence" on a plan do "not bind plan administrators to any particular choice" and, thus, do not come within ERISA's preemptive reach. Cal. Div. of Labor Standards Enforcement v. Dillingham Constr., Inc., 519 U.S. 316, 329 (1997) (internal quotation marks omitted). On the other hand, "state statutes that 'mandate[] employee benefit structures or their administration' . . . amount[] to 'connection[s] with' ERISA plans" and are therefore preempted. Id. at 328 (final alteration in original) (quoting Travelers, 514 U.S. at 658).

The path from influence to coercion amounts to a continuum and it is not always a simple task to determine where along this continuum a particular state law falls. See Travelers, 514 U.S. at 668; see also Samuel C. Salganik, Note, What the Unconstitutional Conditions Doctrine Can Teach Us About ERISA Preemption: Is It Possible To Consistently Identify "Coercive" Pay-or-Play Schemes?, 109 Colum. L. Rev. 1482, 1515-19 (2009). This case, however, does not greatly tax our capacity for discernment: the Ordinance categorically requires all contractors on Quincy public works projects to operate a Massachusetts-approved apprentice training program. See Quincy, Mass., Code § 15.26.010(C). Incorporating the state's standards imposes a raft of stringent conditions on would-be bidders including, among

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others, documentation of the program's terms and conditions, see 453 Mass. Code Regs. 7.03(8)(b); the location of the program's apprentice activities, see id. 7.03(8)(e); training and instruction, see id. 7.04(1)(b)(1)-(4); wage rates, see id. 7.04(1)(b)(5); recordkeeping, see id. 7.04(1)(b)(23), 7.13; instructor qualifications, see id. 7.04(2); apprentice enrollment, see id. 7.07(1); reporting, see id. 7.07(2); and termination, see id. 7.08(3). For good measure (or bad measure depending on one's point of view), the Ordinance separately requires a defined graduation rate. See Quincy, Mass., Code § 15.26.010(C).

With such a compendium of stipulations in place, we have no difficulty concluding that the Ordinance goes far beyond simply influencing ERISA apprentice training programs. It mandates an employee benefit structure and specifies how that structure must be administered. This is simply too intrusive to withstand ERISA preemption.

The City balks. It asserts that even if its Ordinance constitutes a mandate, that should not be the end of the matter. In support, it suggests that "[t]he key distinction is between a statute that mandates or effectively mandates an aspect of law with which ERISA is concerned . . . and a statute that does not." Assoc'd Builders & Contrs. v. Mich. Dep't of Labor & Econ. Growth, 543 F.3d 275, 280 (6th Cir. 2008). ERISA is a statute concerned

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with funding, its thesis runs, and local regulation of apprentice training standards is too remote to warrant ERISA preemption.

This assertion is true as far as it goes, but it does not take the City very far. ERISA "has more than one purpose." Simas v. Quaker Fabric Corp., 6 F.3d 849, 856 (1st Cir. 1993). In addition to funding concerns, "[t]he uniformity of regulation gained by employers under ERISA was assuredly part of the legislative balancing of interests and trade-offs." Id.

The Ordinance plainly disturbs that balance. Let us offer an example. Although the Ordinance requires the graduation of at least one apprentice within the previous twelve months, see Quincy, Mass., Code § 15.26.010(C), Fall River's counterpart ordinance required the graduation of at least two apprentices per year for the three years prior to a bid, see Util. Contrs. Ass'n, 2011 WL 4710875, at \*7. Accordingly, compliance with the City's formula would not effect compliance with Fall River's; and so the Ordinance would "requir[e] the tailoring of plans and employer conduct to the peculiarities of the law of each jurisdiction." Ingersoll-Rand Co. v. McClendon, 498 U.S. 133, 142 (1990). Such a result would be "fundamentally at odds with the goal of uniformity that Congress sought to implement" through the enactment of ERISA. Id.

There is yet another reason why the City's argument does not work. The Dillingham Court, while finding no preemption there,

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was careful to distinguish situations in which an "apprenticeship program is required by [state] law to meet [the state's] standards." 519 U.S. at 332. The Ordinance trips this snare: it not only mandates the standards that apprentice training programs must follow but also mandates that employers actually have such programs in place as a condition of bidding. This dual mandate goes too far: not even "discharging all of its apprentices will release an employer or a program from the reach" of the Ordinance. Assoc'd Builders, 543 F.3d at 282. Because the Ordinance unqualifiedly demands the maintenance of a specific type of apprentice training program as a condition of bidding, it exceeds the boundaries of what ERISA allows. See Minn. Chapter of Assoc'd Builders & Contrs., Inc. v. Minn. Dep't of Pub. Safety, 267 F.3d 807, 818 (8th Cir. 2001).

In an effort to change the trajectory of the debate, the City seeks to wrap itself in the mantle of the Court's statement that "an employee benefit program not funded through a separate fund is not an ERISA plan." Dillingham, 519 U.S. at 326 (emphasis in original). Such a plan can be used to comply with the Ordinance and, in the City's view, the availability of this non-ERISA avenue to compliance ought to pretermitt a finding that the Ordinance relates to ERISA plans.

This is anfractuous reasoning. "[W]hether a State requires an existing plan to pay certain benefits, or whether it

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requires the establishment of a separate plan where none existed before, the problem is the same." Fort Halifax Packing Co. v. Coyne, 482 U.S. 1, 13 (1987). A plan administrator put to such a choice is still "[f]aced with the difficulty or impossibility of structuring administrative practices according to a set of uniform guidelines." Id.

The lesson of Fort Halifax is pertinent here. To comply with the Ordinance, an employer with an ERISA-governed apprentice training program either would have to modify that program to provide apprentices on Quincy-based projects with special benefits or would have to establish and coordinate a separate plan into which such apprentices would be funneled. Either way, the employer's hope of uniform administration would be dashed by the Ordinance's demands. Such balkanization of benefit administration is exactly the sort of outcome ERISA was designed to prevent. The upshot is to defenestrate the City's insistence that we attach decretory significance to an employer's ability to comply with the Ordinance by means of a non-ERISA plan. See Minn. Chapter of Assoc'd Builders, 267 F.3d at 817; cf. Egelhoff v. Egelhoff ex rel. Breiner, 532 U.S. 141, 150-51 (2001) (holding that an ability to opt out of a state law does not save the law from preemption).

The decision in Golden Gate Restaurant Ass'n v. City & County of San Francisco, 546 F.3d 639 (9th Cir. 2008), loudly bruted by the City, is not to the contrary. There, the Ninth

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Circuit held that requiring a certain level of health-care expenditures – which might, but need not, be spent through an ERISA plan – did not trigger ERISA preemption. See id. at 646, 661. But the court did not purpose to lay down a blanket rule that whenever compliance can come through a non-ERISA option, ERISA preemption is unavailable. Instead, the court recognized that state laws that "required employers to have [benefit] plans, and . . . dictated the specific benefits employers were to provide through those plans" would be preempted. Id. at 655.

The City next contends that the Fitzgerald Act, 29 U.S.C. § 50, somehow aids its cause. That contention is fruitless. While the Fitzgerald Act "recognized pre-existing state efforts in regulating apprenticeship programs," Dillingham, 519 U.S. at 330, nothing in that statute indicates a congressional intention to sanction local efforts to mandate state-approved apprentice training programs.

Looking for comfort in any quarter, the City proposes an analogy to the Supreme Court's statement that a state "may force the employer to choose between providing disability benefits in a separately administered plan and including the state-mandated benefits in its ERISA plan." Shaw, 463 U.S. at 108. That pronouncement has no traction here: it is anchored in a statutory exemption from ERISA for plans "maintained solely for the purpose of complying with . . . disability insurance laws." 29 U.S.C.

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§ 1003(b)(3). No comparable exemption anchors the City's proposed analogy.

Scraping the bottom of the barrel, the City asseverates that in passing the Ordinance, it merely acted as a participant in the market for construction services. This role, it says, immunizes its actions from ERISA preemption. See Cardinal Towing & Auto Repair, Inc. v. City of Bedford, 180 F.3d 686, 691 (5th Cir. 1999) (holding that "when a state or municipality acts as a participant in the market and does so in a narrow and focused manner consistent with the behavior of other market participants, such action does not constitute regulation subject to preemption"); see also Reeves, Inc. v. Stake, 447 U.S. 429, 436 (1980) (drawing distinction "between States as market participants and States as market regulators" for Commerce Clause purposes).

This asseveration stalls before it starts. The City failed to raise this issue in its summary judgment papers and, "[i]f any principle is settled in this circuit, it is that, absent the most extraordinary circumstances, legal theories not raised squarely in the lower court cannot be broached for the first time on appeal." Teamsters Union, Local No. 59 v. Superline Transp. Co., 953 F.2d 17, 21 (1st Cir. 1992). The market participation theory is, therefore, not properly before us.<sup>3</sup>

<sup>3</sup> To be sure, the City protests that its market participation theory surfaced during the preliminary injunction proceedings. But "[t]he district court was under no obligation to rummage through

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We summarize succinctly. ERISA specifically includes apprentice training programs in its definition of employee welfare benefit plans. A state-law mandate regarding the structure or administration of such plans falls within the ambit of ERISA's preemption provision. The Ordinance comprises such a mandate because it dictates the establishment of an employee benefit structure and sets the standards governing that structure. Even though a non-ERISA option might be available for compliance with the Ordinance, the availability of such an option does not save the Ordinance: its mandate still has the effect of destroying the benefit of uniform administration that is among ERISA's principal goals.

That ends this aspect of the matter. We conclude that ERISA preempts the Ordinance and affirm the district court's grant of summary judgment.

**B. Attorneys' Fees.**

This leaves the issue of attorneys' fees. After entering summary judgment, the district court, responding to the plaintiffs' motion, awarded the plaintiffs attorneys' fees totaling \$81,007.85 under ERISA's fee-shifting provision, 29 U.S.C. § 1132(g)(1), and

[the City's] preliminary injunction filings" when contemplating summary judgment. CMM Cable Rep. Inc. v. Ocean Coast Props., Inc., 97 F.3d 1504, 1526 (1st Cir. 1996). The dispositive circumstance is that the City failed, directly or indirectly, to advance a market participation defense in response to the summary judgment motion. See id.

the Fees Act, 42 U.S.C. § 1988. The City conceded below that a portion of this award (\$20,725) corresponded to the plaintiffs' successful efforts in striking the residency requirement from the Ordinance and, thus, was properly awarded under 42 U.S.C. § 1988.<sup>4</sup> However, the district court did not make such a differentiation; rather, it awarded a global amount that covered both work done in attacking the residency requirement and work done in attacking the apprentice training requirement. See Merit III, 2013 WL 3984596, at \*2-3. While the district court indicated that both 42 U.S.C. § 1988 and 29 U.S.C. § 1132(g)(1) were in play, it did not break down the fee award along those lines. See id.

ERISA's fee-shifting provision permits a district court to "allow a reasonable attorney's fee and costs of action" for an "action under this subchapter . . . by a participant, beneficiary, or fiduciary." 29 U.S.C. § 1132(g)(1). The City contends that the district court lacked authority to make any fee award under this provision. Its objections are twofold. First, it asserts that the plaintiffs' action was not an "action under this subchapter." Second, it asserts that no plaintiff qualifies as a "participant, beneficiary, or fiduciary" of an ERISA plan as that phrase is used in the fee-shifting statute.

<sup>4</sup> The plaintiffs have not agreed that their fees for work in connection with the residency requirement are limited to this amount. That issue remains open for exploration on remand. See text infra.

Here, too, a procedural obstacle looms. The City advanced these objections for the first time in its motion for reconsideration of the fee award. To succeed on such a motion, "the movant must demonstrate either that newly discovered evidence (not previously available) has come to light or that the rendering court committed a manifest error of law." Calderón-Serra v. Wilmington Trust Co., 715 F.3d 14, 20 (1st Cir. 2013) (internal quotation mark omitted). We review the denial of such a motion for abuse of discretion. See id.

This obstacle is formidable — but it is not insurmountable. Although a district court has substantial discretion in evaluating a motion for reconsideration, "substantial discretion is not unbridled discretion." Weinberger v. Great N. Nekossa Corp., 925 F.2d 518, 528 (1st Cir. 1991). As here, a manifest error of law may outstrip the boundaries of even that wide discretion. See, e.g., Max's Seafood Café ex rel. Lou-Ann, Inc. v. Quinteros, 176 F.3d 669, 678-79 (3d Cir. 1999); Edward Gray Corp. v. Nat'l Union Fire Ins. Co., 94 F.3d 363, 367-69 (7th Cir. 1996). As we explain below, we think that this is the unusual case in which the error was so manifest that the motion for reconsideration should have been granted.

With respect to the City's first point — whether a preemption challenge qualifies as an "action" for the purposes of 29 U.S.C. § 1132(g)(1) — the district court acknowledged that the

question is "close." Merit IV, 2013 WL 4446935, at \*2.<sup>5</sup> This is an accurate characterization, but we do not need to pursue the question: regardless of whether this case qualifies as the type of "action" necessary to engage the gears of ERISA's fee-shifting provision, we cannot discern an appropriate "participant, beneficiary, or fiduciary" to whom fees could lawfully be awarded.

As both the plaintiffs and the district court concede, the only possibility is plaintiff Ross. But there is a rub: Ross is not a participant, beneficiary, or fiduciary of any ERISA apprentice training program.

Ross's standing as an eligible "participant" relies instead upon his status as a participant in his employer's 401(k) plan — a plan that is wholly unrelated to the contested apprentice training requirement. Such reliance depends, in turn, upon reading the ERISA fee-shifting statute in the broadest possible sense. On that virtually limitless view, the "participant, beneficiary, or fiduciary" described in the statute need not have any nexus to a relevant ERISA plan: any ERISA plan will do.

<sup>5</sup> The district court speculated that the action might be viewed as one to "enforce" ERISA's preemption provision. Merit IV, 2013 WL 4446935, at \*2. This speculation is puzzling in light of the district court's earlier holding (in the Fall River case) that the preemption challenge was not "an action or [a] request [for] relief under the civil enforcement section of ERISA." Util. Contrs. Ass'n, 2011 WL 4710875, at \*3; see Richard H. Fallon, Jr. et al., Hart and Wechsler's The Federal Courts and the Federal System 712 (6th ed. 2009) (stating that preemption challenges to state law are routinely allowed "without express statutory authorization").

We are confident that the text of the statute is not elastic enough to allow so expansive an interpretation. The plaintiffs offer no case law or legislative history for the extraordinary proposition that Congress intended participation in a single (unrelated) ERISA plan to confer an unfettered right to collect attorneys' fees in any ERISA action. This lack of authority is unsurprising: under the so-called American rule, litigants are generally responsible for the remuneration of their own lawyers. See Alveska Pipeline Serv. Co. v. Wilderness Soc'y, 421 U.S. 240, 247 (1975). Fee-shifting statutes depart from this norm and, thus, must be strictly construed. See MR Crescent City, LLC v. Draper (In re Crescent City Estates, LLC), 588 F.3d 822, 826 (4th Cir. 2009). The plaintiffs' proposed interpretation of 29 U.S.C. § 1132(g)(1) contravenes these tenets. As such, Ross's participation in an unrelated 401(k) plan is manifestly insufficient to ground an award of fees in this case.

As a fallback, the plaintiffs urge us to affirm the full fee award under the Fees Act, 42 U.S.C. § 1988. This statute authorizes a court to award attorneys' fees to "the prevailing party" in an action to enforce a discrete set of civil rights statutes. Although ERISA is not one of those civil rights statutes, the plaintiffs say that the issue of ERISA preemption is bound up with their victory regarding the Ordinance's residency requirement – and the fees related to preemption of the apprentice

training requirement should follow suit. Cf. Wagenmann v. Adams, 829 F.2d 196, 225 (1st Cir. 1987) (holding that "an award of fees for time spent on all aspects" of the case was proper under section 1988 where the non-civil rights claims "were sufficiently interconnected with the [civil rights] claims").

The district court explicitly declined to consider this argument because it premised its fee award in significant part on the ERISA fee-shifting provision. See Merit III, 2013 WL 3984596, at \*2. Since the court awarded the full amount that the plaintiffs requested, it did not need to (and did not) articulate what portion of the award was attributable to that provision and what portion was attributable to section 1988. See id. at \*2-3.

We are cognizant that the trial judge's "intimate knowledge of the nuances of the underlying case uniquely positions [her] to construct a condign award." Gay Officers Action League v. Puerto Rico, 247 F.3d 288, 292 (1st Cir. 2001). With this prudential principle in mind, we think it appropriate here to allow the district court to consider, in the first instance, whether any fees beyond the \$20,725 conceded by the City are awardable under 42 U.S.C. § 1988(b) and, if so, in what amount. Accordingly, we set aside the fee award and remand to the district court for further consideration.

III. CONCLUSION

We need go no further. For the reasons elucidated above, we affirm the district court's grant of summary judgment, but reverse the fee award and remand to the district court for further proceedings consistent with this opinion.

Affirmed in part, reversed in part, and remanded. No costs.

N/A



**RI Department of Labor and Training  
Workforce Regulation and Safety Division  
Professional Regulation • Prevailing Wage**

Subcontractor Apprenticeship Certification Form

N/A

This form MUST be completed and submitted to the General Contractor BEFORE any work commences on the project. This form is available on the Department of Labor and Training's website at [www.dlt.ri.gov](http://www.dlt.ri.gov), Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

**Bid/RFP Number:** 7548984  
**Bid/RFP Title:** Command Readiness Center/Schofield Armory  
Site Construction/Re-Design  
**RIVIP Vendor ID#:** 3399  
**Vendor Name:** Calson Construction Corporation  
**Address:** 34 Oakdale Ave, Johnston, RI 02919  
**Telephone:** 401-272-1100  
**Fax:** 401-272-0035  
**E-Mail:** calsoncorp@aol.com  
**Contact Person and Title:** Caroline Calacagni, President

\_\_\_\_\_(CompanyName & Address)(hereafter "subcontractor") hereby certifies that it meets the apprenticeship requirements of R. I. Gen. Laws §37-13-3.1 because subcontractor meets one of the following qualifications (check):

- A. Subcontractor 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. \_\_\_\_\_ Subcontractor 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. \_\_\_\_\_ Subcontractor 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. \_\_\_\_\_ Subcontractor 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. \_\_\_\_\_ Subcontractor will not perform work on the awarded contract except through subcontractors (non performance);
- F. \_\_\_\_\_ Subcontractor has received approval from the Rhode Island Department of Labor and Training that it satisfies the subcontractor 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).

\_\_\_\_\_(Company Name & Address)(hereafter "Subcontractor") hereby certifies that its subcontractor(s) meet the apprenticeship requirements of R. I. Gen. Laws § 37-13 -3.1.

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative

(N/A)



**RI Department of Labor and Training  
Workforce Regulation and Safety Division  
Professional Regulation - Prevailing Wage**

**General Contractor Apprenticeship Re-  
Certification and Certification Form**

This form MUST be completed and submitted at the time the contract is awarded and is available on the Department of Labor and Training's website at www.dlt.ri.gov, Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

**Bid/RFP Number:** 7548984  
Command Readiness Center/Schofield Armory  
**Bid/RFP Title:** Site Construction/Re-Design  
**RIVIP Vendor ID#:** 3399  
**Vendor Name:** Calson Construction Corporation  
**Address:** 34 Oakdale Ave, Johnston, RI 02919  
401-272-1100  
**Telephone:** \_\_\_\_\_  
**Fax:** 401-272-0035  
**E-Mail:** calsoncorp@aol.com  
**Contact Person and Title:** Caroline Calcagni, President

Calson Construction Corporation <sup>Part A</sup>  
34 Oakdale Ave, Johnston, RI 02919 (Company Name & Address) (hereafter "General Contractor") hereby re-certifies that it meets the apprenticeship requirements of R. I. Gen. Laws § 37-13-3.1 because General Contractor meets one of the following qualifications (check):

- A.  General Contractor 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. \_\_\_\_\_ General Contractor 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. General Contractor 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. \_\_\_ General Contractor 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. \_\_\_ General Contractor will not perform work on the awarded contract except through subcontractors (non performance);
- F. General Contractor has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of RIGL §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

Calson Construction Corporation

34 Oakdale Ave, Johnston, RI 02919 \_\_\_\_\_ (Company Name & Address) (hereafter "General Contractor") hereby certifies that its subcontractor(s) meet the apprenticeship requirements under R. I. Gen. Laws §37-13-3.1.

Caroline Calcagni, President

9-22-14

Printed Name and Title of Authorized Representative

Date

Signature of Authorized Representative

\* Please see attached case No. 13-2189 which indicates this information is not required.



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](http://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](http://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](http://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 journeyman 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

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

TTY via Rf Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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

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

Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

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

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

**CERTIFICATION**

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

By: Caroline Calcagni

Title: President

Subscribed and sworn before me this 22nd day of 9, 2014

[Signature]  
Notary Public

My commission expires: 2-2-15

*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

APPENDIX A

**TITLE 37**

**Public Property and Works**

**CHAPTER 37-13**

**Labor and Payment of Debts by Contractors**

**SECTION 37-13-5**

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

APPENDIX B

TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-7

§ 37-13-7 Specification in contract of amount and frequency of payment of wages.

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

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

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

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

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

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

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

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



Rhode Island Department of Labor and Training

# Apprenticeship



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

## STANDARDS OF APPRENTICESHIP

For the Trade(s): Laborer

Terms: 4 yrs/8000 hours

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FORMULATED  
BY:

TRAINING PROGRAM SPONSOR: RI Construction Training Academy

ADDRESS: 249 Roosevelt Ave, Suite 203, Box 4, Pawtucket, RI 02860

WITH THE ASSISTANCE of

the STATE OF RHODE ISLAND APPRENTICESHIP COUNCIL

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



# State of Rhode Island Apprenticeship Agreement

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

RI Apprentice #: \_\_\_\_\_  
RI SAC Program #: \_\_\_\_\_



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

**Gender:**

Male   
Female

**Race:**

American Indian or Alaskan native   
Asian   
Black or African American   
Native Hawaiian or other Pacific Islander   
White

**Highest Education Level:**

GED   
High School Graduate   
Post Secondary or Technical Training

**Veteran Status:**

Veteran   
Non-Veteran

**Ethnic Group:**

Hispanic or Latino   
Not Hispanic or Latino

THIS AGREEMENT, entered into this 20 day of August, 20 12 between

Calson Corporation  
(NAME OF SPONSORING ORGANIZATION)

herein after referred to as the SPONSOR, and

ANDREW J. GIANLORENZO  
(NAME OF APPRENTICE)

20 D.O.B. SEPTEMBER 18, 1988 S.S. #: ~~XXXXXX~~ 4183  
(MONTH) (DAY) (YEAR)

hereinafter referred to as the APPRENTICE, and (if a minor)

N/A

(NAME OF PARENT OR GUARDIAN)

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

THAT THE SPONSOR AGREES to be responsible for the selection, placement and training of the APPRENTICE in the trade or craft of Construction Laborer, a(n) 8000 hour program, as work is available, in conformity with the terms and conditions set forth in the apprenticeship, standards currently in effect and made part hereof;

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

THAT THE APPRENTICESHIP TERM BEGINS on the 20 day of August, 20 12, with 0 hours credit for previous experience and terminates upon the satisfactory completion of 9000 hours of employment for said SPONSOR in said trade or craft with projected completion date on the 20 day of August, 20 16, as stipulated in the apprenticeship standards currently in effect;

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

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

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

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

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

### SCHEDULES AND STANDARDS

Number of hours of On-The-Job training provided 8000  
 Length of Probationary Period 1000  
 Hours of Related Technical Instruction required per year 144 minimum  
 Related Training Instruction Source BICTA  
 Related Instruction shall be compensated Yes  No   
 The Progressive Wage Scale to be paid: (State in percentages of the Journeyman's hourly rate)

1 <sup>st</sup>	<u>1000</u> hours	<u>50</u> %	6 <sup>th</sup>	<u>1000</u> hours	<u>75</u> %
2 <sup>nd</sup>	<u>1000</u> hours	<u>55</u> %	7 <sup>th</sup>	<u>1000</u> hours	<u>85</u> %
3 <sup>rd</sup>	<u>1000</u> hours	<u>60</u> %	8 <sup>th</sup>	<u>1000</u> hours	<u>95</u> %
4 <sup>th</sup>	<u>1000</u> hours	<u>65</u> %	9 <sup>th</sup>	_____ hours	_____ %
5 <sup>th</sup>	<u>1000</u> hours	<u>70</u> %	10 <sup>th</sup>	_____ hours	_____ %

The Journeyman's hourly rate on 8/20/2012 was \$16.00

If the program's wage rate is not established by a collective bargaining agreement, indicate in dollars and cents the average Journeyman's hourly rate.

If the Sponsor is an association, state the name of the participating employer: N/A

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

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

IN WITNESS WHEREOF, the parties hereunto affix their signatures.

(Signature)  
 (SIGNATURE OF APPRENTICE)  
14 ANGELL DR EAST PROVIDENCE RI 02919  
 (STREET ADDRESS, CITY/TOWN, STATE, ZIP CODE)  
(401) 639-0757  
 (TELEPHONE NUMBER)

(Signature)  
 (SIGNATURE OF AUTHORIZED REPRESENTATIVE)  
34 Oakdale Avenue Johnston RI 02919  
 (STREET ADDRESS, CITY/TOWN, STATE, ZIP CODE)  
401-272-1100  
 (TELEPHONE NUMBER)

N/A  
 (GUARDIAN)

(APPROVED BY: JOINT APPRENTICESHIP COMMITTEE)

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

(Signature and Title of Authorized Official)

(Date)



Rhode Island Department of Labor and Training

# Apprenticeship



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

## STANDARDS OF APPRENTICESHIP

For the Trade(s): Electrical Terms: 4 yrs / 8000 Hrs.

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FORMULATED  
BY:

TRAINING PROGRAM SPONSOR: RI Construction Training Academy

ADDRESS: 249 Roosevelt Ave, Suite 203, Box 4, Pawtucket, RI 02860

WITH THE ASSISTANCE of

the STATE OF RHODE ISLAND APPRENTICESHIP COUNCIL

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

RI Apprentice #: 21526

RI SAC Program #: 2597



# State of Rhode Island Apprenticeship Agreement



RI Department Of Labor & Training  
State Apprenticeship Council  
1511 Pontiac Avenue, PO Box 202450  
Cranston, Rhode Island 02920-0943  
www.dlt.ri.gov/apprenticeship

RECEIVED  
DEC 21 2012  
By \_\_\_\_\_

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

**Gender:**  
 Male   
 Female

**Race:**  
 American Indian or Alaskan native   
 Asian   
 Black or African American   
 Native Hawaiian or other Pacific Islander   
 White

**Ethnic Group:**  
 Hispanic or Latino   
 Not Hispanic or Latino

**Highest Education Level:**  
 GED   
 High School Graduate   
 Post Secondary or Technical Training

**Veteran Status:**  
 Veteran   
 Non-Veteran

MO# 14 - 621 74 3620  
 12/12/12  
 \$24.00

THIS AGREEMENT, entered into this 12 day of December, 2012 between

Calson Coast Corp. herein after referred to as the SPONSOR, and  
(NAME OF SPONSORING ORGANIZATION)

Francesco Rocchio, D.O.B. 11/28/1987 S.S. #: ~~XXXXX~~ 5823  
(NAME OF APPRENTICE) (MONTH) (DAY) (YEAR)

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

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

THAT THE SPONSOR AGREES to be responsible for the selection, placement and training of the APPRENTICE in the trade or craft of Electrician, a(n) 8000 hour program, as work is available, in conformity with the terms and conditions set forth in the apprenticeship, standards currently in effect and made part hereof:

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

THAT THE APPRENTICESHIP TERM BEGINS on the 12 day of December, 2012, with 2355 hours credit for previous experience and terminates upon the satisfactory completion of \_\_\_\_\_ hours of employment for said SPONSOR in said trade or craft with projected completion date on the 12th day of December, 2015, as stipulated in the apprenticeship standards currently in effect;

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

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

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

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

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

**SCHEDULES AND STANDARDS**

Number of hours of On-The-Job training provided 8000  
 Length of Probationary Period 1000  
 Hours of Related Technical Instruction required per year 144 minimum  
 Related Training Instruction Source \_\_\_\_\_  
 Related Instruction shall be compensated Yes  No   
 The Progressive Wage Scale to be paid: (State in percentages of the Journey person's hourly rate)

1 <sup>st</sup>	<u>1060</u>	hours	<u>50</u>	%	6 <sup>th</sup>	<u>1000</u>	hours	<u>75</u>	%
2 <sup>nd</sup>	<u>1000</u>	hours	<u>55</u>	%	7 <sup>th</sup>	<u>1000</u>	hours	<u>85</u>	%
3 <sup>rd</sup>	<u>1000</u>	hours	<u>60</u>	%	8 <sup>th</sup>	<u>1000</u>	hours	<u>95</u>	%
4 <sup>th</sup>	<u>1000</u>	hours	<u>65</u>	%	9 <sup>th</sup>		hours		%
5 <sup>th</sup>	<u>1000</u>	hours	<u>70</u>	%	10 <sup>th</sup>		hours		%

The Journey person's hourly rate on 12/12/12, was \$ 26.00

If the program's wage rate is not established by a collective bargaining agreement, indicate in dollars and cents the average Journey person's hourly rate.

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

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

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

IN WITNESS WHEREOF, the parties hereunto affix their signatures.

Jameso Reeds  
 (SIGNATURE OF APPRENTICE)  
38 Scituate Ave Johnston RI 02919  
 (STREET ADDRESS, CITY/TOWN, STATE, ZIP CODE)  
401-944-7594  
 (TELEPHONE NUMBER)  
 \_\_\_\_\_  
 (GUARDIAN)

STEPHEN CAPOZZOLI  
 (SIGNATURE OF AUTHORIZED REPRESENTATIVE)  
34 OAKDALE AVE JOHNSTON, RI  
 (STREET ADDRESS, CITY/TOWN, STATE, ZIP CODE)  
401-272-1100 02919  
 (TELEPHONE NUMBER)  
 \_\_\_\_\_  
 (APPROVED BY: JOINT APPRENTICESHIP COMMITTEE)

FOR DLT USE ONLY  
 REGISTERED WITH RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING  
[Signature]  
 (Signature and Title of Authorized Official)  
1/22/13  
 (Date)

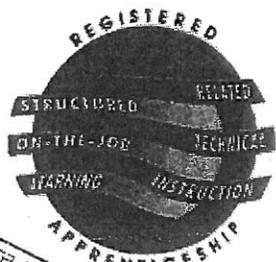
RI Apprentice #: 22124

RI SAC Program #: 2597



# State of Rhode Island Apprenticeship Agreement

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



RECEIVED  
JUN 27 2014

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

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

CR# 1317  
6/16/14  
\$24.00

THIS AGREEMENT, entered into this 13th day of June, 2014 between

**Calson Construction Corporation**  
(NAME OF SPONSORING ORGANIZATION)

herein after referred to as the SPONSOR, and

**Domenic G. Capozzoli**  
(NAME OF APPRENTICE)

D.O.B.

**April 3, 1996**  
(MONTH) (DAY) (YEAR)

S.S. #: ~~XXXX-XX-XXXX~~ **2705**

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

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

THAT THE SPONSOR AGREES to be responsible for the selection, placement and training of the APPRENTICE in the trade or craft of Electrician, a(n) 8000 hour program, as work is available, in conformity with the terms and conditions set forth in the apprenticeship, standards currently in effect and made part hereof:

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

THAT THE APPRENTICESHIP TERM BEGINS on the 16 day of June, 2014, with 0 hours credit for previous experience and terminates upon the satisfactory completion of 8000 hours of employment for said SPONSOR in said trade or craft with projected completion date on the 16 day of June, 2018, as stipulated in the apprenticeship standards currently in effect;

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

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

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

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

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

**SCHEDULES AND STANDARDS**

Number of hours of On-The-Job training provided 8000  
 Length of Probationary Period 90 days  
 Hours of Related Technical Instruction required per year 144 minimum  
 Related Training Instruction Source CCRI CWCE, Lincoln RI  
 Related Instruction shall be compensated Yes  No   
 The Progressive Wage Scale to be paid: (State in percentages of the Journeyman's hourly rate)

1 <sup>st</sup>	<u>1000</u>	hours	<u>50</u>	%	6 <sup>th</sup>	<u>1000</u>	hours	<u>75</u>	%
2 <sup>nd</sup>	<u>1000</u>	hours	<u>55</u>	%	7 <sup>th</sup>	<u>1000</u>	hours	<u>80</u>	%
3 <sup>rd</sup>	<u>1000</u>	hours	<u>60</u>	%	8 <sup>th</sup>	<u>1000</u>	hours	<u>85</u>	%
4 <sup>th</sup>	<u>1000</u>	hours	<u>65</u>	%	9 <sup>th</sup>		hours		%
5 <sup>th</sup>	<u>1000</u>	hours	<u>70</u>	%	10 <sup>th</sup>		hours		%

The Journeyman's hourly rate on June 13, 2014, was \$26.00/HR

If the program's wage rate is not established by a collective bargaining agreement, indicate in dollars and cents the average Journeyman's hourly rate.

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

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

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

IN WITNESS WHEREOF, the parties hereunto affix their signatures.

*Domenic Capozzali*  
 (SIGNATURE OF APPRENTICE)

43 Clarke Road, Coventry, RI 02816

(STREET ADDRESS, CITY/TOWN, STATE, ZIP CODE)

401-828-2496

(TELEPHONE NUMBER)

(GUARDIAN)

*[Signature]*  
 (SIGNATURE OF AUTHORIZED REPRESENTATIVE)

34 Oakdale Avenue, Johnston, RI 02919

(STREET ADDRESS, CITY/TOWN, STATE, ZIP CODE)

401-272-1100

(TELEPHONE NUMBER)

(APPROVED BY: JOINT APPRENTICESHIP COMMITTEE)

**FOR DLT USE ONLY**

REGISTERED WITH RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

*[Signature]*  
 (Signature and Title of Authorized Official)

7/22/14  
 (Date)

ELECTRICAL CORP AC003078  
A-003078 B-000858  
CALSON CONSTRUCTION CORPORATIO

STEPHEN L CAPOZZOLI  
34 OAKDALE AVENUE  
JOHNSTON RI 02919

  
*Ronald R. Ambrose*  
Administrator

12/31/2015  
Expiration Date



# STATE OF RHODE ISLAND

CONTRACTORS' REGISTRATION  
AND LICENSING BOARD

REGISTRATION NO.

EXP. DATE

REGISTRANT'S NAME

19046 07/1/16

GILSON CONSTRUCTION CORPORATION

AUTHORIZED REPRESENTATIVE

CAROLINE GALGAGHI

DRIVER'S LICENSE #

RI 8407806

EXECUTIVE DIRECTOR

*Ray A. Walker*



# STATE OF RHODE ISLAND

CONTRACTORS' REGISTRATION  
AND LICENSING BOARD

REGISTRATION NO.

EXP. DATE

REGISTRANT'S NAME

19046 07/1/16

GILSON CONSTRUCTION CORPORATION

AUTHORIZED REPRESENTATIVE

G. ALFRED GALGAGHI, JR.

DRIVER'S LICENSE #

RI 8600444

EXECUTIVE DIRECTOR

*Ray A. Walker*

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 \$80 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)

--- -- --

05 0472828

NAME Calson Construction Corporation

ADDRESS 34 Oakdale Ave, Johnston, RI

(REMITTANCE ADDRESS, IF DIFFERENT) n/a

CITY, STATE AND ZIP CODE \_\_\_\_\_

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 [Signature] TITLE President DATE 9-22-14 TEL NO. 401-272-1100

**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

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Calson Construction Corporation,  
34 Oakdale Ave., Johnston, Rhode Island 02919

as Principal, hereinafter called the Principal, and Berkley Insurance Company, 475 Steamboat Rd.,  
Greenwich, CT 06830

a corporation duly organized under the laws of the State of Delaware  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
State of Rhode Island and Providence Plantations, One Capitol Hill,  
Providence, Rhode Island

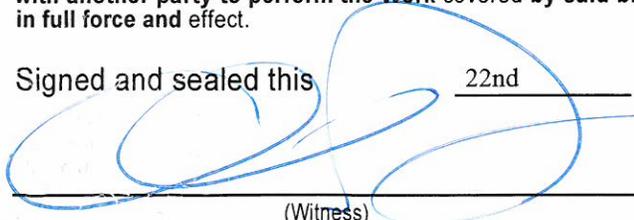
as Oblige, hereinafter called the Oblige, in the sum of FIVE PERCENT OF THE AMOUNT  
OF THE ACCOMPANYING BID Dollars (\$ 5% of Bid ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

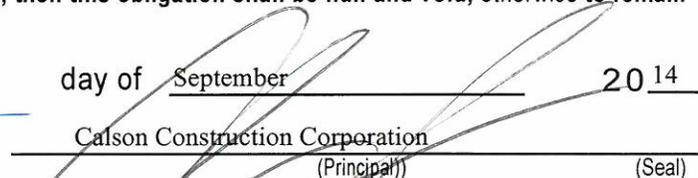
WHEREAS, the Principal has submitted a bid for Comman Readiness Center/Schofield Armory Site Construction/Re-Design- #7548984

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22nd

day of September 2014

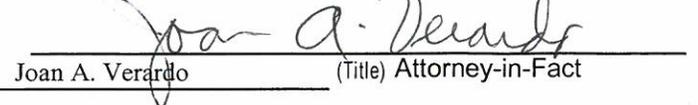
  
(Witness)

  
Calson Construction Corporation  
(Principal) (Seal)

  
(Title) Resident

Berkley Insurance Company  
(Surety) (Seal)

  
(Witness)

  
Joan A. Verardo (Title) Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Donald L. Goodrich or Joan A. Verardo of Goodrich-Blessing Agency, Inc. of Cranston, RI its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, LLC, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15 day of January, 2013.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 15 day of January, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

EILEEN KILLEEN

NOTARY PUBLIC, STATE OF CONNECTICUT
MY COMMISSION EXPIRES JUNE 30, 2017

[Signature]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 22nd day of September, 2014.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.