

State of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases

RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - BIDDER INFORMATION

Bidder must be registered as a vendor on the RIVIP system at www.purchasing.ri.gov to submit a bid proposal.

Solicitation Number: 7549118A2
Solicitation Title: PHASE 2 UPGRADES TO FISHERMAN'S MEMORIAL STATE PARK, NARRAGANSETT, RI
ADDENDUM 2(1 PG & ZIP FILE)
**Bid Proposal Submission
Deadline Date & Time:** 12/16/2014 10:00 AM
RIVIP Vendor ID #: 5694
Bidder Name: R. P. Iannuccillo & Sons Construction Co.
Address: 70 Calverly Street
Providence , RI 02908
USA
Telephone: (401) 351-8877
Fax: (401) 351-5884
Contact Name: Brian G. Iannuccillo
Contact Title: Vice President
Contact Email: BRIAN@RPIANNUCCILLO.COM

SECTION 2 —DISCLOSURES

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No) for Disclosures 1-3, and if "Yes," provide details below. Complete Disclosure 4.

- N 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.
4. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address,

principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

Disclosure details (continue on additional sheet if necessary):

Bruce R Iannuccillo; 93 Williams Rd Smithfield, RI 02917; President & Secretary 50% ownership
Brian G Iannuccillo; 85 Superior View Blvd. N. Prov, RI 02911; Vice Pres & Treasurer 50% ownership

SECTION 3 —CERTIFICATIONS

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

THE BIDDER CERTIFIES THAT:

- 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
- 3. The Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.
- 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.
- 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- 7. 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.
- 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.

Certification details (continue on additional sheet if necessary):

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, RP Iannuccillo and Sons Construction Company

70 Calverley Street, Providence, Rhode Island 02908

_____ as Principal, hereinafter called the Principal,

and the Philadelphia Indemnity Insurance Company,

of One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004, a corporation duly organized under

the laws of the State of Pennsylvania, as Surety, hereinafter called the Surety, are held and firmly bound unto

State of Rhode Island, Department of Administration, Division of Purchases, 2nd Floor, One Capitol Hill, Providence, RI 02908 as Obligee, hereinafter called the Obligee,

in the sum of FIVE PERCENT OF AMOUNT 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 Phase II Upgrades to Fisherman's Memorial State Park, Narr, RI

7549118

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

Signed and sealed this 16th day of December, 2014.

[Signature]

Witness

[Signature]

Witness

RP Iannuccillo and Sons Construction (Seal)
Principal
[Signature]
Bruce R. Iannuccillo, President

Philadelphia Indemnity Insurance Company
By [Signature]
Mark D. Leskonic Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: Mark D. Leskanic, Newton S. Johnson and Oscar B. Johnson of Eastern States Insurance Agency, Inc of the city of Waltham, state of Massachusetts its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$7,500,000.00:

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 15TH DAY OF NOVEMBER 2012.



(Seal)

President

Sean S. Sweeney, President
Philadelphia Indemnity Insurance Company

On this 15th day of November 2012, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public: _____

residing at: _____

Bala Cynwyd, PA

My commission expires: _____

March 22, 2016

(Notary Seal)

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Sean S. Sweeney, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of December 2014.


Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Solicitation #: 7549118

Solicitation Title: **Phase II Upgrades to Fishermen's Memorial State Park
Narragansett, RI**

BID FORM

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

Bidder: R.P. Iannuccillo & Sons Construction Company
Legal name of entity
70 Colverly St.; Providence, RI 02908
Address (street/city/state/zip)
Bruce Iannuccillo bruce@rpianuccillo
Contact name Contact email
401-351-8877x202 401-351-5884
Contact telephone Contact fax

1. BASE BID PRICE

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

2,047,500⁻
\$ ~~Two Million, Forty Seven Thousand Five Hundred~~ ^(B/P)
(base bid price in figures printed electronically, typed, or handwritten legibly in ink)

Two Million, Forty Seven Thousand Five Hundred and 00/100 Dollars
(base bid price in words printed electronically, typed, or handwritten legibly in ink)

| ITEM # | ITEM DESCRIPTION | UNIT | EST. QTY | UNIT PRICE | AMOUNT BID |
|--------|---|------|----------|-----------------------|----------------------------|
| 1 | Mobilization and Demobilization | LS | N/A | N/A | <u>145,000⁻</u> |
| 2 | Electrical System Utility Work | LS | N/A | N/A | <u>470,000⁻</u> |
| 3 | Water Distribution System Utility Work | LS | N/A | N/A | <u>260,000⁻</u> |
| 4 | Sanitary Sewer System Utility Work | LS | N/A | N/A | <u>750,000⁻</u> |
| 5 | Excavation of Boulders & Unanticipated Obstructions for Surface Excavations | CY | 50 | <u>50⁻</u> | <u>2,500⁻</u> |
| 6 | All Remaining Work | LS | N/A | N/A | <u>400,000⁻</u> |

Total (sum of items 1-6 above and equal to Base Bid Price): \$ 2,047,500⁻

Solicitation #: 7549118

Solicitation Title: **Phase II Upgrades to Fishermen's Memorial State Park
Narragansett, RI**

- **Allowances**

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

NO ALLOWANCES

- **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: NOV 26, 2014

Addendum No. 2 dated: DEC 8, 2014

Addendum No. 3 dated: _____

Addendum No. 4 dated: _____

Addendum No. 5 dated: _____

Addendum No. 6 dated: _____

Solicitation #: 7549118

Solicitation Title: **Phase II Upgrades to Fishermen's Memorial State Park
Narragansett, RI**

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.

NO ALTERNATES ARE PROPOSED

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.

NO UNIT PRICES.

4. **CONTRACT TIME**

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

Phase IIA

- Start of construction: Notice to Proceed
- Substantial completion: May 1, 2015, 12:00 PM
- Final completion: May 15, 2015

Phase IIB

- Start of construction: November 2, 2015
- Final completion: April 10, 2016

Solicitation #: 7549118

Solicitation Title: **Phase II Upgrades to Fishermen's Memorial State Park
Narragansett, RI**

5. **LIQUIDATED DAMAGES**

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: \$3,000.00.

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

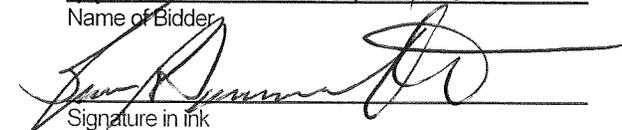
If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and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

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

Date: 12/16/2014

BIDDER

R.P. Iannuccillo & Sons Construction Company
Name of Bidder


Signature in ink

Bruce R. Iannuccillo, President
Printed name and title of person signing on behalf of Bidder

8582
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: 7549118A2

Bid/RFP Title: PHASE 2 UPGRADES TO FISHERMAN'S MEMORIAL STATE PARK, NARR, RI

RIVIP Vendor ID#: 5694

Vendor Name: R.P. Iannuccillo & Sons Const Co.

Address: 70 Calverly St.; Prov., RI 02908

Telephone: 401-351-8877 x202

Fax: 401-351-5884

E-Mail: bruce@rpiannuccillo.com

Contact Person and Title: Bruce R Iannuccillo, President

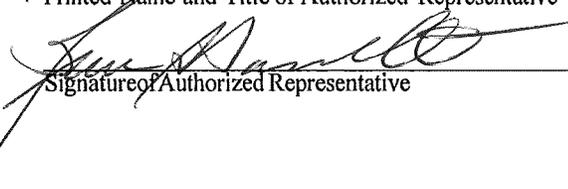
R.P. Iannuccillo & Sons Const Co.; 70 Calverly St., Prov., RI (Company Name & Address) (hereafter "bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13- 3.1 because bidder meets one of the following qualifications (check):

- A. Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);
- B. Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);

- C. Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D. Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E. Bidder will not perform work on the awarded contract except through subcontractors (non performance);
- F. Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

Bruce R. Iannuccillo
Printed Name and Title of Authorized Representative

12/16/2014
Date


Signature of Authorized Representative



Agreement
INTERNATIONAL UNION
OF
OPERATING ENGINEERS
LOCAL 57, A.F.L.-C.I.O.
PROVIDENCE, RHODE ISLAND
AND
CONSTRUCTION INDUSTRIES
OF
RHODE ISLAND

MAY 1, 2013—APRIL 30, 2018



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

FOR THE COMPANY:

Construction Industries of Rhode Island

Signature of Officer

Date

Print Name

INDEPENDENT CONTRACTORS:

Signature of Officer

Date

Print Name

R.P. Innocenti & Son Const Co.

Street

70 Cleary St

City

Paw RI

State

02908

Zip

Area Code

351 8877

Phone Number

FOR THE UNION:

International Union of Operating Engineers, Local 57

By: James J. White
Business Manager & President

MEMORANDUM OF AGREEMENT

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

SECTION 4. Apprenticeship and Training Fund

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

SECTION 5. Legal Services Fund

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

- (d) There shall be a total of four (4) Trustees to constitute the Board of Trustees to administer the Fund. Said Trustees to be appointed are as follows: two (2) Trustees shall be appointed by the Union; two (2) Trustees shall be appointed by the Construction Industries of Rhode Island. Representatives on the Board of Trustees shall at all times be equally divided among union and management representatives. Each of the appointing parties shall have the power to remove, replace and appoint successors of Trustees appointed by them.

SECTION 6. Industry Advancement Fund

- (a) The parties hereby agree that each Employer who has entered into the terms of this Agreement, by virtue of the execution hereof by himself or an association having his authorization therefore, shall contribute Twenty Cents (\$.20) for hourly wages paid by an employee under the terms of this Agreement to a fund known as "The Rhode Island Heavy & Highway Construction Industry Advancement Fund." The Fund shall be administered by a Board of Trustees, five (5) in number, appointed by the Association. Contributions to the Fund shall be deductible by the Employers as an ordinary business expense and the contributions to the Fund and the earnings thereon shall be exempt from taxation as contributions to a tax exempt organization under Internal Revenue Code Section 501 (c) (6).
- (b) The Fund shall be under the exclusive management of such Trustees who shall operate the Fund under the terms of a Trust and Plan executed by the Association and the Trustees.
- (c) The Trust Fund shall be used for the following purposes: The promotion of safety and accident prevention in the construction industry; conducting or promoting educational programs such as schools for superintendents of construction and other supervisory and management personnel; paying the costs of standardizing contracts and specifications; setting up machinery to bring about cooperation among owners, architects, engineers, contractors, subcontractors, material suppliers, surety and insurance interests, public agencies, and other construction industry groups and organizations to eliminate disputes and

**RHODE ISLAND STATEWIDE
HEAVY, HIGHWAY, AND TUNNEL AGREEMENT**

Between

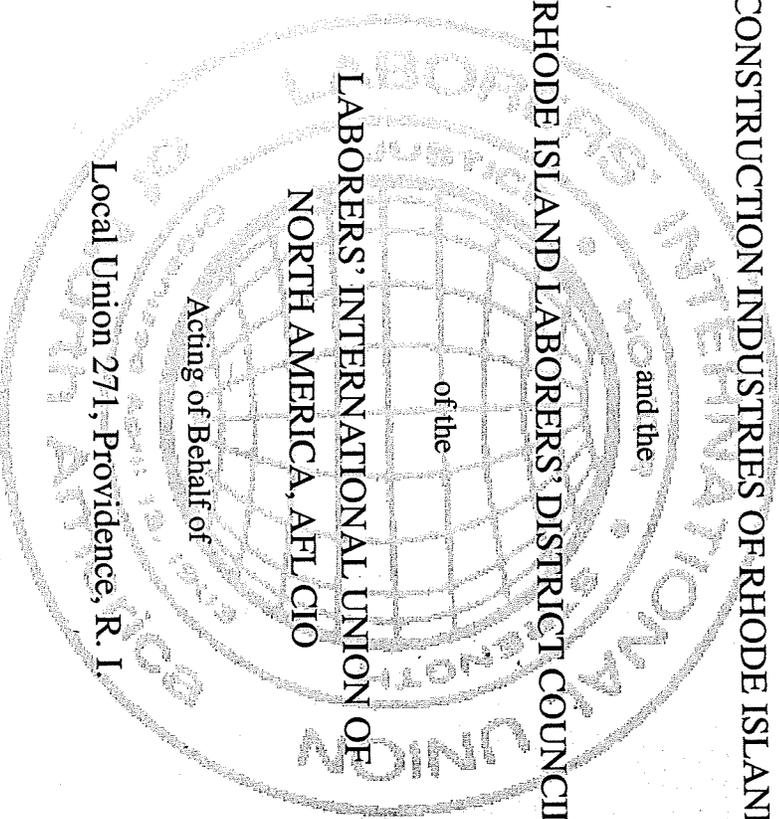
CONSTRUCTION INDUSTRIES OF RHODE ISLAND

**and the
RHODE ISLAND LABORERS' DISTRICT COUNCIL**

**of the
LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA, AFL CIO**

Acting of Behalf of

Local Union 271, Providence, R. I.



Effective June 1, 2013 through May 31, 2018

Methods of administration and practice herein, for the purpose of the remedy the Union may pursue, is covered in Article XX
provisions by the Employers to the Fund herein.

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

the said Pension Fund, as provided

pursue, is covered in Article XX,

shall meet the requirements of all

the Internal Revenue Service.

TRAINING TRUST FUND

shall pay Seventy Cents (70¢) per

by this agreement, to the New

New England Laborers' Training

Trust of this Agreement.

within the twentieth (20th) day

of the end of the last complete

Trust Fund will be administered by a

Trust Agreement and

the Plan and Trust shall conform

to the Plan, and all other applicable

laws of Rhode Island. The Trust and

Trust, as defined by Section 401 of the

Trust created and administered, subject to

the practices as may be required to,

contributions to the Fund shall be deductible

for the computation of federal income tax of the

Trust, as provided

ARTICLE XVII

RHODE ISLAND LABORERS' APPRENTICESHIP PROGRAM

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

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

Section 3. The Apprentice wage rates:

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

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

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

the said Training Fund, as provided

as described in this contract.

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

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

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

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

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

ARTICLE XVI B

NEW ENGLAND LABORERS' LABOR-MANAGEMENT COOPERATION TRUST FUND

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

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

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

by a Board of Trustees selected under, and plan entered into by the Union and to the Labor Management Relations Act laws and regulations of the United States plan at all times shall be an exempt trust Internal Revenue Code. The plan and its modification, change of methods of administration, the end that at all times contributions be as an ordinary expense of doing business Employers.

Section 3. There shall be a Board of Trustees to administer the Fund, one Representative on the Board of Trustees from the union and management representatives with power to remove, replace and appoint Trustees.

Section 4. The failure to contribute as provided herein, for the purpose of this Article XX herein. The New England Laborers' Fund shall meet the requirements of all laws including the Internal Revenue Service

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NEW ENGLAND LABORERS' LABOR-MANAGEMENT COOPERATION TRUST FUND

Section 1. Each Employer agrees to pay Fifteen (15¢) Cents per hour worked by each employee covered by the terms of this Agreement to a fund known as the "New England Laborers' Health and Safety Fund.

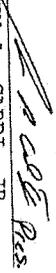
Any future increase of contributions to the New England Laborers' Health and Safety Fund shall be made in accordance with Article X of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives the 4 day of June A. D., 2013.

CONSTRUCTION INDUSTRIES OF
RHODE ISLAND (CIRI)

RHODE ISLAND LABORERS'
DISTRICT COUNCIL of the
Laborers' International
Union of North America AFL-CIO
on behalf of Local Union 271,
Providence, Rhode Island


STEPHEN A. CARDÌ, JR.
President


MICHAEL F. SABITONI
Business Manager
410 South Main St.
Providence, Rhode Island 02903
Tel.: (401) 751-6565

Execution Date: 6/3/13

CONSTRUCTION & GENERAL LABORERS'
LOCAL UNION 271


MICHAEL F. SABITONI
Business Manager

WITNESSED


WITNESSED


State of Rhode Island
PAYER'S REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (T.I.N.)

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

Employer ID No. (EIN)

[Empty Social Security Number box]

05 0408781

NAME R. P. Iannuccillo & Sons Construction Company

ADDRESS 70 Calverly St.

(REMITTANCE ADDRESS, IF DIFFERENT) _____

CITY, STATE AND ZIP CODE Providence, RI 02908

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 12/16/2014 TEL NO. 401-351-2877

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