

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](http://www.purchasing.ri.gov) to submit a bid proposal.*

**Solicitation Number:** 7549484A2  
**Solicitation Title:** CRANSTON STREET ARMORY STRUCTURAL REPAIRS, PHASE I, DOA - ADDENDUM 2

**Bid Proposal Submission  
Deadline Date & Time:** 5/11/2015 2:30 PM

**RIVIP Vendor ID #:** 9271  
**Bidder Name:** East Coast Masonry And Restoration Inc.  
**Address:** 515 Greenville Ave.  
Johnston , RI 02919  
USA

**Telephone:** (401) 232-0562  
**Fax:** (401) 349-2409  
**Contact Name:** Michael St.Angelo Jr  
**Contact Title:** President  
**Contact Email:** ecmri@aol.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 1-4, and if "Yes," provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder.*

- 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.

- N 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.
5. 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):

MICHAEL ST. ANGELO 515 GREENVILLE AVE JOHNSTOWN, RI 02819  
OWNER/PRESIDENT 100% OWNER

### 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:**

- Y 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.
- Y 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 and will maintain all required licenses during the term 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.
- Y 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.
- Y 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.
- Y 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.
- Y 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.
- Y 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.
- Y 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.



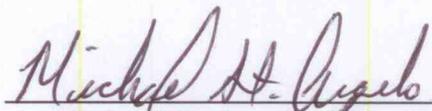
Cranston Street Armory Structural Repairs –Phase 1  
Providence, RI

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT  
SWORN AFFIDAVIT**

To the: **CRANSTON STREET ARMORY**  
State of: **Rhode Island**

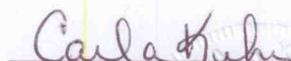
**I, Michael St. Angelo, President, being duly sworn, do depose and say; on behalf of East Coast Masonry & Restoration Inc. that said contractor has not, either directly or indirectly, entered into any agreement, participated in collusion or otherwise taken any action in restraint of free competitive bidding in connection with Cranston Street Armory Contract Number 7549484**

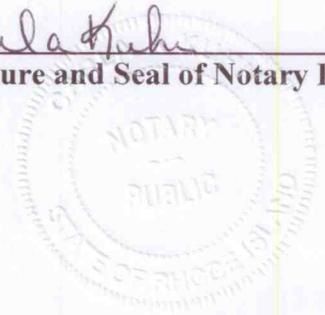
**East Coast Masonry & Restoration Inc.**  
**(Contractor)**

  
\_\_\_\_\_  
**Michael St. Angelo / President**

**Sworn to me this 11<sup>th</sup> day of May 2015**

**My commission expires March 14, 2018**

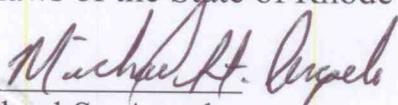
  
\_\_\_\_\_  
**Signature and Seal of Notary Public**



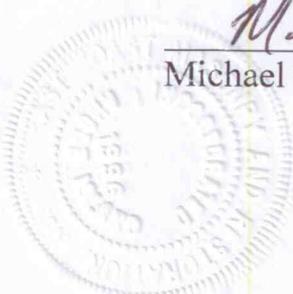
May 11, 2015

## AFFIDAVIT

Before the undersigned, on this day of May 11, 2015 I, Michael St. Angelo, certify that I am president of East Coast Masonry & Restoration Inc. and am legally authorized to bind East Coast Masonry & Restoration Inc. contractually. East Coast Masonry & Restoration Inc. is incorporated under the laws of the State of Rhode Island.

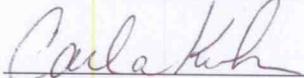


Michael St. Angelo

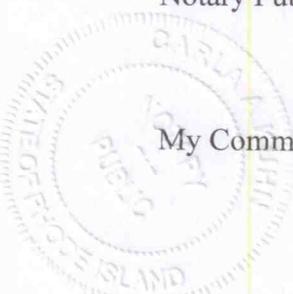


Corporate Seal

Sworn to and subscribed before me on this 11<sup>th</sup> day of May 2015



Notary Public



My Commission Expires: March 14, 2018

**Solicitation # : 7549484**

**Solicitation Title:** Cranston Street Armory – Structural Repairs – Phase I  
Providence, Rhode Island

**BID FORM**

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

Project: Cranston Street Armory – Structural Repairs – Phase I  
Providence, Rhode Island

Bidder:

EAST COAST MASONRY & RESTORATION, INC  
Legal name of entity

515 GREENVILLE AVE, JOHNSTON, RI 02919  
Address

MICHAEL ST. ANGELO ECMRI@AOL.COM  
Contact name Contact email

401-232-0562 401-349-2409  
Contact telephone Contact fax

**1. BASE BID PRICE**

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

\$ 998,900.00

(Base Bid Price *in figures* printed electronically, typed, or handwritten legibly in ink)

NINE HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED DOLLARS.  
(Base Bid Price *in words* electronically, typed, or handwritten legibly in ink)

Solicitation # : 7549484

Solicitation Title: Cranston Street Armory – Structural Repairs – Phase I  
Providence, Rhode Island

• **ALLOWANCES**

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

1. Roof Deck Replacement	<u>\$5,000.00</u>
2. Masonry Repairs	<u>\$2,000.00</u>
Total Allowances:	<u>\$7,000.00</u>

• **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 APRIL 29, 2015

Addendum No. 2, dated MAY 1, 2015

Addendum No. 3, dated \_\_\_\_\_

2. **ALTERNATES** (*Additions 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 the Base Bid Price by the amount set forth below for each Alternate selected.

**ADD ALTERNATE- 1: Drill Hall – Northwest Turret (DHN-T1)**

Base Bid: No work shall occur at DHN-T1.  
Alternate: Perform roofing and masonry work at DHN-T1 as indicated on drawings: AX200, AX201, AX202, A300, A501, A502.

\$ 42,550.00

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

FORTY-TWO THOUSAND FIVE HUNDRED FIFTY DOLLARS

(Amount in words electronically, typed, or handwritten legibly in ink)

Solicitation # : 7549484

Solicitation Title: Cranston Street Armory – Structural Repairs – Phase I  
Providence, Rhode Island

**ADD ALTERNATE- 2: West Head House – Restoration of Third Floor  
Balcony (WH-B3)**

Base Bid: No work shall occur at WH-B2, WH-B3, WH-B4.  
Alternate: Perform work at WH-B2, WH-B3, WH-B4 as indicated on drawings: AX200, AX201,  
AX202, A300, A501, A502.

\$ 252,440.00

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

TWO HUNDRED FIFTY-TWO THOUSAND, FOUR HUNDRED FORTY DOLLARS  
(Amount in words electronically, typed, or handwritten legibly in ink)

**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.

DESCRIPTION OF SERVICES		CONTRACTORS UNIT COST	
Unit Price No. 1	<b>Roof Deck Replacement</b> Remove existing deteriorated roof deck and replace with new decking to match the existing.		
	Rate Per Square Foot	\$	, 20 .00
Unit Price No. 2	<b>Removal and Replacement of Brick, 1 Wythe Thickness.</b> Provide removal and replacement of brick units according to Division 040100 Section "Maintenance of Masonry"		
	Rate for 1 square foot or 6 bricks, 1 Wythe thickness	\$	, 137 .50

Solicitation # : 7549484

Solicitation Title: Cranston Street Armory – Structural Repairs – Phase I  
Providence, Rhode Island

<b>Unit Price No. 3</b>	<b>Rebuild Masonry Full Thickness of Wall</b>	
	Provide rebuilding of full thickness of masonry wall according to Division 04 Section "Maintenance of Masonry"	
	Rate for 1 square foot, up to & including 16" thick wall	\$ , 225 .00
	Rate for 1 square foot, full wall thickness beyond 16"	\$ , 300 .00

<b>Unit Price No. 4</b>	<b>Masonry Repointing</b>	
	Provide raking out joints and repointing according to Division 040100 Section "Maintenance of Masonry"	
	Rate per 1 square foot of brick repointing	\$ , 21 .50
	Rate per 1 square foot of granite repointing	\$ , 15 .50
	Rate per 1 square foot of terracotta repointing	\$ , 15 .50

<b>Unit Price No. 5</b>	<b>Terracotta Crack Repair</b>	
	Perform crack injection repair according to Division 04 Section "Maintenance of Masonry"	
	Rate per 1 linear inch	\$ , 6 .00

<b>Unit Price No. 6</b>	<b>Copper Flashing / Sheet Metal Trim</b>	
	Replace copper flashing and sheet metal trim in kind with existing configuration and details per Division 07 Section "Sheet Metal Flashing and Trim". Match existing profiles. Include replacement of wood framing, sheathing, and substrates.	
	Rate per 1 merlon and 1 embrasure	\$ 4 , 700 .00

<b>Unit Price No. 7</b>	<b>Internal Rain Leader Replacement</b>	
	Replace section of internal rain leader.	
	Rate for 20 linear feet of in kind replacement of cast iron leader.	\$ 1 , 900 .00
	Rate for 20 linear feet of in kind replacement of pvc leader	\$ 1 , 400 .00

Solicitation # : 7549484

Solicitation Title: Cranston Street Armory – Structural Repairs – Phase I  
Providence, Rhode Island

**4. CONTRACT TIME**

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

- Start of Construction.....June 1, 2015
- Substantial Completion.....December 30, 2015
- Final Completion.....January 30, 2016

The Final Completion date for Work shall be within **192** calendar days of the Purchase Order from the Division of Purchases.

**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: **Five Hundred Dollars (\$500.00) per day.**

**BID FORM SIGNATURE(S)**

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: 5/11/15

**BIDDER**

EAST COAST MASONRY RESTORATION, INC.  
Name of Bidder

Michael St. Angelo  
Signature in ink

Michael St. Angelo PRESIDENT  
Printed name and title of person signing on behalf of Bidder

# 29479  
Bidder's Contractor Registration Number

**Solicitation # : 7549484**

**Solicitation Title:** Cranston Street Armory – Structural Repairs – Phase I  
Providence, Rhode Island

# BID BOND

# Lexon Insurance Company

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**CONTRACTOR:**

(Name, legal status and address)

**East Coast Masonry & Restoration Inc.**  
**515 Greenville Avenue**  
**Johnston, RI 02919**

**OWNER:**

(Name, legal status and address)

**State of Rhode Island**  
**One Capitol Hill**  
**Providence, RI 02908**

**BOND AMOUNT:**

**Five Percent (5%) of Total Amount Bid**

**SURETY:**

(Name, legal status and principal place of business)

**Lexon Insurance Company**  
**21 High Street, Suite 208B**  
**North Andover, MA 01845**

**PROJECT:**

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

**#7549484: Cranston Street Armory Structural Repairs, Phase I, DOA**

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

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

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

Signed and sealed this **11th** day of **May** **2015**

Carla Kuhn  
(Witness)

Eil Putzig  
(Witness)

**East Coast Masonry & Restoration Inc.**

(Principal) \_\_\_\_\_ (Seal)

Michael H. Angelo PRESIDENT  
(Title)

**Lexon Insurance Company**

(Surety) \_\_\_\_\_ (Seal)

Kenneth P. Morotto Jr.  
(Title) **Kenneth P. Morotto Jr., Attorney-in-Fact**

# Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Ellen G. Coco, Kenneth J. Coco, Kenneth P. Morotto Jr. its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1<sup>st</sup> day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21<sup>st</sup> day of September, 2009.

**LEXON INSURANCE COMPANY**



BY David E. Campbell  
David E. Campbell  
President

## ACKNOWLEDGEMENT

On this 21<sup>st</sup> day of September, 2009, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
Mv Commission Expires 01-09-16

BY Amy L. Taylor  
Amy L. Taylor  
Notary Public

## CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 11th Day of May, 2015.



BY Andrew Smith  
Andrew Smith  
Assistant Secretary

**“WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.”**

Rhode Island

DRIVER LICENSE

Class 10 License No 8810242

Birthdate 06-27-1972 Expires 06-27-2016

Sex M Ht 5'08 Eyes B

Weight 160 Hair BRWN Issue Date 11-23-2011

Restrictions: H Endorsements:

MICHAEL A ST ANGELO JR

46 KENT VIEW DR

HOPE, RI 02831

Van Siddle  
Rhode Island Department of Transportation

8810242





**STATE OF RHODE ISLAND**

CONTRACTORS' REGISTRATION  
AND LICENSING BOARD

REGISTRATION NO.

EXP DATE

REGISTRANT'S NAME

**29479 02/1/13**  
**EAST COAST MASONRY & RESTORAT**

AUTHORIZED REPRESENTATIVE

**MICHAEL A ST ANGELO**

DRIVER'S LICENSE #

**RI 8810242**

EXECUTIVE DIRECTOR

*Ray A. Fisher*



**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:** 7549484

**Bid/RFP Title:** CRAWSTON STREET ARMORY - STRUCTURAL REPAIRS - Phase 1

**RIVIP Vendor ID#:** 9271

**Vendor Name:** EAST COAST MASONRY & RESTORATION, INC.

**Address:** 515 GREENVILLE AVE JOHNSTON, RI, 02919

**Telephone:** (401) 232-0562

**Fax:** (401) 349-2409

**E-Mail:** ECMRI@ADL.COM

**Contact Person and Title:** MICHAEL ST. ANGELO PRESIDENT

515 Greenville Ave. Johnston, RI 02919

EAST COAST MASONRY & RESTORATION INC, (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).

MICHAEL ST. ANGELO PRESEDENT  
Printed Name and Title of Authorized Representative

5/11/15  
Date

Michael St. Angelo  
Signature of Authorized Representative

# Rhode Island Laborers' District Council Agreements Building and Site Construction Agreement Acceptance of Agreements and Declaration of Trust

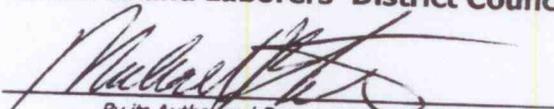
The undersigned Employer has read and here approves the following Agreements: by and between the Associated General Contractors of American, Inc., RI Chapter, Labor Relations Division, dated June 1, 2013, and the Rhode Island Laborers' District Council of the Laborers' International Union of North America acting on behalf of Construction and General Laborers' Local Union 271, Providence, Rhode Island, and any successor agreement between the parties and herewith accepts the same and becomes one of the parties thereto and agrees to abide by all its terms and conditions.

The life of these Agreements is to be co-extensive with the terms set out or as they shall be set out from time to time in the aforementioned collective bargaining agreements with the above-named Associations and shall continue in effect unless the Employer gives the Union notice of desired change or termination of a particular collective bargaining agreement in keeping with the applicable notice provisions contained therein.

These Agreements shall be binding upon the Employer named herein, and its successors and assigns, and no provisions herein contained shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, assignment, joint venture or any combination or other disposition of the Company.

The said Agreements provide among other conditions, contributions to the **Rhode Island Laborers' Health Fund, Rhode Island Laborers' Pension Fund, New England Laborers' Training Trust Fund, Rhode Island Laborers' Legal Services Fund, Rhode Island Laborers' Annuity Fund, RI Laborers' Unified Trust Fund, Industry Advancement Fund, the New England Laborers' Labor-Management Cooperation Trust Fund, and the New England Laborers' Health and Safety Fund** and the Employer agrees to be bound by the foregoing Agreements and Declaration of Trust and hereby irrevocably designates as its representatives on the Board of Trustees, such Trustees as are named in said Agreements as Employer Trustees, together with their successors selected in the manner provided within said Agreements, and agrees to be bound by all actions taken by said Employer Trustees pursuant to the said Agreements and Declaration of Trust.

## Rhode Island Laborers' District Council

  
By its Authorized Representative

410 South Main Street  
Providence, Rhode Island 02903

Tel: (401) 331-9682  
Fax: (401) 861-1480

## Employer:

EAST COAST MASONRY & RESTORATION, INC  
Company Name

Michael St. Angelo  
Signature

Michael St. Angelo  
Please print or type name signed above

Address: 515 Greenville Ave

Johnston, RI 02919

Telephone: 401-232-0562

Fax: 401-348-2409

Email: ECMRIA@aol.com

2/6/14  
Date

**Acceptance of Agreement and Declaration of Trust  
Of  
Bricklayers and Allied Craftworkers Local #3 R.I.**

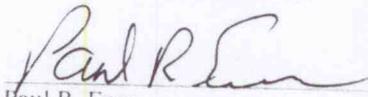
The undersigned Employer has read and here approves the following Agreement by and between the Rhode Island Chapter Associated General Contractors of America, Inc., Labor Relations Division, dated: June 1, 2009 – May 31, 2013 and Bricklayers and Allied Craftworkers Local #3 Rhode Island, and any successor agreement between the parties and herewith accepts the same and becomes one of the parties thereto and agrees to abide by all its terms and conditions.

The life of this Agreement is to be co-extensive with the terms set out or as they shall be set out from time to time in the aforementioned collective bargaining Agreements with the above-named Association and shall continue in effect unless the Employer gives the Union notice of desired change or termination of a particular collective bargaining Agreement in keeping with the applicable notice provisions contained therein.

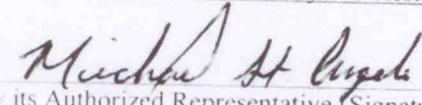
This Agreement shall be binding upon the Employer named herein, and its successors and assigns, and no provisions herein contained shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, assignment, joint venture or any combination or other disposition of the Company.

The said Agreement provides among other conditions, contributions to the Rhode Island Bricklayers and Allied Craftworkers Health/Welfare Fund, Rhode Island Bricklayers and Allied Craftworkers Pension Fund, Bricklayers and Trowel Trades International Pension Fund, Rhode Island Bricklayers and Allied Craftworkers Annuity Fund, Rhode Island Bricklayers and Craftworkers Apprenticeship and Training Fund and the Employer agrees to be bound by the foregoing Agreements and Declaration of Trust and hereby irrevocably designates as its representatives on the Board of Trustees, such as are named in said Agreements as Employer Trustees, together with their successors selected in the manner provided within said Agreements and agrees to be bound by all actions taken by said Employer Trustees pursuant to the said Agreements and Declaration of Trust.

BAC Local #3 Rhode Island

  
Paul R. Enos  
Business Manager

Employer - East Coast Masonry and Restoration, Inc.

  
By its Authorized Representative (Signature)

Michael St. Angelo  
By its Authorized Representative (Print Name)

Address: 515 Greenville Ave.

City: Johnston, Rhode Island 02919

Phone No: 401-232-0562

Fax No.:

Date:

6/27/12

Please forward the executed copies to:

BAC Local #3 Rhode Island  
Post Office Plaza  
150 Midway Road, Suite 157  
Cranston, RI 02920-5743



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

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TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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

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

Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

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 journey person ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 Department of Labor and Training  
 Center General Complex  
 1511 Pontiac Avenue  
 Cranston, RI 02920-4407

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 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: Michael A. Angelo  
 Title: PRESIDENT

Subscribed and sworn before me this 11 day of MAY, 2015

Carla Kahn  
 Notary Public  
 My commission expires: 3/14/18



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 TTY via RI Relay 711*



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training  
Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone: (401) 462-8000

APPENDIX A

**TITLE 37**  
**Public Property and Works**  
**CHAPTER 37-13**  
**Labor and Payment of Debts by Contractors**  
**SECTION 37-13-5**

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

APPENDIX B

**TITLE 37**

**Public Property and Works**

**CHAPTER 37-13**

**Labor and Payment of Debts by Contractors**

**SECTION 37-13-7**

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

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

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

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

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

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

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

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

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

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

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$60 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (T.I.N.)

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

Social Security No. (SSN)

Employer ID No. (EIN)

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05	0489545
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NAME EAST COAST MASONRY & RESTORATION, INC.

ADDRESS 515 GREENVILLE AVE

(REMITTANCE ADDRESS, IF DIFFERENT) \_\_\_\_\_

CITY, STATE AND ZIP CODE JOHNSTON, RI 02919

**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

*Michael A. Lopez*

TITLE PRESIDENT

DATE 5/11/15

TEL NO. (401) 232-0562

BUSINESS DESIGNATION:

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

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

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

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

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

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

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