

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: 7550109PH1A6
Solicitation Title: PHASE 1 - CONSTRUCTION SERVICES VIRKS BUILDING, PASTORE COMPLEX (15 PGS)

**Bid Proposal Submission
Deadline Date & Time:** 1/19/2016 11:30 AM

RIVIP Vendor ID #: 6755
Bidder Name: Tower Construction Corp.
Address: 288 Lincoln Avenue
Warwick , RI 02888
USA

Telephone: 401.943.0110
Fax: 401.944.4041
Contact Name: Estimating
Contact Title: Estimating
Contact Email: estimating@towerconstructioncorp.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):

Salvatore Torregrossa - President
 Salvatore Torregrossa - Vice President
 Salvatore Torregrossa - Treasurer
 Salvatore Torregrossa - Secretary

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.

Solicitation #: 7550109
Solicitation Title: Dr. Joahnnes Virks Building Renovation: Phase I
3 West Road, Pastore Campus, Cranston, RI 02920

No. 2: Additional Hazardous Waste Abatement/Removal	\$60,000.00
No. 3: Lightning Protection	\$20,000.00
No. 4: Interior Masonry	\$ 8,000.00
No. 5: Underground Conduits (Virks to Bernadette Bldgs.)	\$20,000.00

- **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: December 17, 2015

Addendum No. 2 dated: December 28, 2015

Addendum No. 3 dated: December 31, 2015

Addendum No. 4 dated: December 31, 2015

Addendum # 5 January 4, 2016

Addendum # 6 January 14, 2016

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

There are no Alternates listed for this Phase of this Project.

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 3 West Road, Pastore Campus, Cranston, RI 02920

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.

GENERAL CONSTRUCTION UNIT COSTS: DESCRIPTION OF SERVICES	CONTRACTORS UNIT COST
1. Provided State Police Details that the Owner may direct outside of the Contractors Responsibility to Provide Police	
1A. Daily Rate Per Eight (8) Hours	\$, 8 0 0 . 0 0
1B. One Half Day Rate [Four (4) Hours]	\$, 5 0 0 . 0 0
2A. Ten (10) Yard Roll Off Dumpster for use by the Owners Own Workforce or Owners Subcontractors. This includes Drop off, and pick up of units as well as tipping fees for allowable load.	\$, 6 0 0 . 0 0
2B. Twenty (20) Yard Roll Off Dumpster for use by the Owners Own Workforce or Owners Subcontractors. This includes Drop of, and pick up of units as well as tipping fees for allowable load.	\$, 7 0 0 . 0 0
2C. Thirty (30) Yard Roll Off Dumpster for use by the Owners Own Workforce or Owners Subcontractors. This includes Drop off, and pick up of units as well as tipping fees for allowable load.	\$, 7 5 0 . 0 0
3. Additional Portable Toilets that may be required for use by the Owners Own Work Force and/or Subcontractors. This cost shall include delivery and pick up and maintenance of the units and is based on a single unit. As such the cost is for each unit.	\$, 8 0 0 . 0 0
4. Cost Per Man Hour for a Laborer dedicated to assist in housekeeping operations that may be required to maintain site and building cleanliness for work performed by the Owners Work Force and/or Owners Subcontractors. This item does not mean the Owner has to utilize a laborer from the Contractors workforce.	\$, 7 9 . 0 0
5. Cost to continue to provide and maintain temporary fencing beyond the initial contract period as defined in the specifications per one thousand lineal feet (1000lf) including cost of reconfiguration and one double gate vehicle gate (sixteen feet wide) per this unit.	

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5A. Per Diem	\$ 2,000.00
5B. Per Month	\$,400.00
6. Cost Per Square Foot of Brick Replacement. This is in addition to the replacement of 30% of the brick included in the Base Bid.	\$,300.00
7. Cost Per Lineal Foot of Cast Stone Sill Replacement. This is in addition to the replacement of 30% of the cast stone elements included in the Base Bid.	\$,200.00
8. Cost Per Lineal Foot of Cast Stone Cornice Replacement. This is in addition to the replacement of 30% of the cast stone elements included in the Base Bid.	\$,550.00
9. Cost Per Square Foot Cost of Building Brick Masonry Repointing. This is in addition to the repointing of 30% of the building brick masonry included in the Base Bid.	\$,50.00
10. Cost Per Square Foot for Concrete Slab Patching. This is for interior floor slab concrete that is damaged during demollition.	\$,50.00
11. Cost Per Lineal Foot of Removal of Brick/Terra Cotta/Gypsum Block Wall Remnant Demolition. This is for the removal of the wall remnants that were concealed in the ceiling after the partial demolition of original brick/terra cotta/gypsum block walls at interior porches.	\$,25.00
12. Cost Per Square Foot for Roof Deck Replacement. This is in addition to the areas requiring replacement indicated in the construction documents and is for the replacement of any additional roof deck found to be deficient after demolition of the existing roofing. Deck is to be infilled using the same methods/materials shown in the construction documents.	\$,25.00
DEMOLITION and HAZARDOUS MATERIALS UNIT COSTS: DESCRIPTION OF SERVICES	
13. Title: Provide TCLPS in full compliance with all regulatory requires utilizing the Owners Lab as may be requested by the Owner in addition to those required in the base bid.	
13A. Twenty Four hour Turnaround	\$ 2,000.00

Solicitation #: 7550109

Solicitation Title: Dr. Joahannes Virks Building Renovation: Phase I
 3 West Road, Pastore Campus, Cranston, RI 02920

13B. Forty Eight hour Turnaround	\$ 1 , 5 0 0 . 0 0
14. Expeditious Legal Removal and Disposal of Underground Tanks including all appurtenant work such as disconnect from pumping, pump out tank, purging, excavation backfill, compaction rigging, transportation, disposal, working with regulatory authorities and design team and etc. as required to remove the structure from the work site.	
14A. Underground Tank less than 1000 Gallons Per Each	\$ 7 , 5 0 0 . 0 0
14B. Underground Tank 1001 to 3000 Gallons Per Each	\$ 9 , 0 0 0 . 0 0
14C. Underground Tank 3001 to 5000 Gallons Per Each	\$ 9 , 5 0 0 . 0 0
15. Title: All Services required for the collection, storage, and legal disposal of fuel, oil, solvents, and other liquid materials classified as hazardous. (unit cost per gallon, one to ten gallons, unit cost provided per one gallon)	\$, 2 0 0 . 0 0
16. Title: All services required for the collection, storage, and legal disposal of fuel, oil, solvents, and other liquid materials classified as hazardous. (unit cost per ten gallon, eleven to fifty gallons, unit cost provided per ten gallons)	\$ 2 , 0 0 0 . 0 0
17. Title: All services required for the collection, storage, and legal disposal of fuel, oil, solvents, and other liquid materials classified as hazardous. (unit cost per fifty gallons, fifty-one to "X" gallons unit cost provided per fifty gallons)	\$ 2 , 5 0 0 . 0 0
18. Title: All services required to excavate, temporarily store and protect, remove and dispose of in a legal manner contaminated soils as may be encountered, not identified in the base bid. (Unit cost per cubic yard, one to ten cubic yards. Unit cost per cubic yard.)	\$, 1 5 0 . 0 0
19. Title: All services required to excavate, temporarily store and protect, remove and dispose of in a legal manner contaminated soils as may be encountered, not identified in the base bid. (Unit cost per ten cubic yards, eleven to "X" cubic yards. Unit cost per ten cubic yards.)	\$, 5 0 0 . 0 0

Solicitation #: 7550109

Solicitation Title: Dr. Joahnnes Virks Building Renovation: Phase I
3 West Road, Pastore Campus, Cranston, RI 02920

20. Title: All services required to remove, and legally dispose of electrical transformers with suspect hazardous materials (units cost per each)	\$	2	,	0	0	0	.	0	0
21. Title: Removal and Disposal of Ceiling and Wall Materials Containing Asbestos Per SF greater than a total of 100 SF.	\$,	1	0	0	.	0	0
22. Title: Removal and Disposal of Firestopping and Fire Caulking Materials Containing Asbestos Per LF less than a total of 100 LF.	\$,	1	0	0	.	0	0
23. Title: Removal and Disposal of Firestopping and Fire Caulking Materials Containing Asbestos Per LF greater than a total of 100 LF.	\$,		9	0	.	0	0
24. Title: Removal and Disposal of Window Caulking and Window Glazing Material Containing PCBs Per LF less than a total of 100 LF.	\$			1	0	0	.	0	0
25. Title: Removal and Disposal of Window Caulking and Window Glazing Material Containing PCBs Per LF greater than a total of 100 LF.	\$				9	0	.	0	0

4. CONTRACT TIME

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

- Start of Construction: March 1, 2016
- Substantial/Final Completion: September 1, 2016.

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:

\$1,500.00 per calendar day

Solicitation #: 7550109
Solicitation Title: Dr. Joahhnes Virks Building Renovation: Phase I
3 West Road, Pastore Campus, Cranston, RI 02920

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: January 19, 2016

BIDDER

Tower Construction Corp

Name of Bidder

Signature in ink

Salvatore Torregrossa - President

Printed name and title of person signing on behalf of Bidder

1387

Bidder's Contractor Registration Number

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Tower Construction Corp.
288 Lincoln Ave., Warwick, RI 02886
as Principal, hereinafter called the Principal, and North American Specialty Insurance Company
650 Elm Street, Manchester, NH 03101
a corporation duly organized under the laws of State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto

State of Rhode Island and Providence Plantations

One Capitol Hill, Providence, RI 02908

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid Dollars (\$ 5%),

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

Bid # 7550109PH1 - Phase 1 - Construction Services Virks Building, Pastore Complex

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 hereof, 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 6th of January, 2016.

Marilyn D. Smith (Witness)

Tower Construction Corp. (Principal) (Seal)

BY: Salvatore Torregrossa (Title) President

Witness signature

North American Specialty Insurance Company (Surety)

BY: Shelly L. Andrade (Title) Attorney-in-Fact



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint: Shelly L. Andrade

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: Tower Construction Corp.

Bond Number: Bid Bond

Obligee: State of Rhode Island and Providence Plantations

Bond Amount: See Bond Form

Bond Description: Bid # 7550109PH1 - Phase 1 - Construction Services Virks Building, Pastore Complex

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of October, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of October, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6th day of January, 2016.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



**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: 7550109

Bid/RFP Title: Phase I Construction Service Virks Building Pastore Complex

RIVIP Vendor ID#: 6755

Vendor Name: Tower Construction Corp.

Address: 288 Lincoln Avenue Warwick, RI 02888

Telephone: 401.943.0110

Fax: 401.944.4041

E-Mail: estimating@towerconstructioncorp.com

Contact Person and Title: Salvatore Torregrossa, President

Tower Construction Corp. (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).

Salvatore Torregrossa, Pres
 Printed Name and Title of Authorized Representative

January 19, 2016
 Date


 Signature of Authorized Representative



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

TTY: Via RI Relay 711

Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

STATE CONTRACT ADDENDUM

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

PREVAILING WAGE REQUIREMENTS (37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm .poster/htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

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

TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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

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

Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journey person ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

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TTY via RI Relay 711



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Director

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

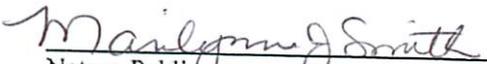
Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

CERTIFICATION

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

By: 
Salvatore Torregrossa
Title: President

Subscribed and sworn before me this 19 day of 1, 2016


Notary Public Marilyn J. Smith
My commission expires: July 4, 2017

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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 \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (T.I.N.)

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

Social Security No. (SSN)

Employer ID No. (EIN)

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05	0479435
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NAME Tower Construction Corp.

ADDRESS 288 Lincoln Avenue

(REMITTANCE ADDRESS, IF DIFFERENT) _____

CITY, STATE AND ZIP CODE Warwick, RI 02888

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  TITLE President DATE 1/19/16 TEL NO. 401.943.0110

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.

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



STATE OF RHODE ISLAND

CONTRACTORS REGISTRATION
AND LICENSING BOARD

REGISTRATION NO

EXP DATE

REGISTRANT'S NAME

1387 07/1/16

TOWER CONSTRUCTION CORP

AUTHORIZED REPRESENTATIVE

SALVATORE J TORREGROSSI JR.

DRIVER'S LICENSE #

RI 7211500

EXECUTIVE DIRECTOR

Ang. F. Malin

1387

7/1/16



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: 2 - 4000
Carpentry 4 - 8000

FORMULATED
BY:

TRAINING PROGRAM SPONSOR: Tower Construction Corp

ADDRESS: 288 Lincoln Avenue Warwick, RI 02888

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

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FOREWORD

It has been recognized by this sponsor that to train a skilled workforce there must be a well developed plan of work experience supplemented with related instruction. This recognition has resulted in the development of this Apprenticeship Program in accordance with the Standards of Apprenticeship as recommended by the Rhode Island State Apprenticeship Council, Rhode Island Department of Labor & Training.

It is the desire of this sponsor to cooperate with the Rhode Island State Apprenticeship Council in the training of apprentices and to assure said apprentices that if they will diligently apply themselves to the learning of an occupation, they will be afforded an opportunity to become a skilled craftworker.

The recruitment, selection, employment, and training of apprentices during their apprenticeship, shall be without discrimination because of race, color, religion, national origin, or sex. The sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required by existing State and Federal regulations and statutes.

DEFINITIONS

APPRENTICE-shall mean a worker 16 years of age, except where a higher minimum age standard is otherwise fixed by law, who meets the qualifications established by the Council and sponsor. The apprentice shall be employed under a registered apprenticeship agreement which will provide that he/she will receive training and experience in accordance with these Standards of Apprenticeship. The apprentice shall be registered with the Rhode Island State Apprenticeship Council, Rhode Island Department of Labor.

APPRENTICESHIP AGREEMENT-shall mean an individual written agreement between an apprentice and either his/her employer or an apprenticeship committee acting as an agent for employer(s), and approved by and filed with the Rhode Island Apprenticeship Council. The agreement will contain the terms and conditions of the employment and training of the apprentice.

APPRENTICESHIP COMMITTEE-shall mean those persons designated by the sponsor to act for it in the administration of the programs. A committee may be "jointed," i.e., it is composed of an equal number of representatives of the employer(s) and of the employees represented by a bona fide collective bargaining agent(s) and has been established to conduct, operate, or administer an apprenticeship program and enter into apprenticeship agreements with apprentices. A committee may be unilateral or non-jointed and shall mean a program sponsor in which a bona fide collective bargaining agent is not a participant.

APPRENTICESHIP PROGRAM -shall mean a plan containing all terms and conditions for the qualifications, recruitment, selections, employment, and training of apprentices, including such matters as the requirement for a written apprenticeship agreement.

APPROVING AGENCY -shall mean the Rhode Island State Apprenticeship Council (SAC), Rhode Island Department of Labor, as recognized by the United States Department of Labor, Bureau of Apprenticeship and Training (BAT).

BUREAU -shall mean the Bureau of Apprenticeship and Training, Employment and training Administration, United States Department of Labor.

CANCELLATION -shall mean the termination of the registration or approval status of a program at the request of the sponsor or termination of an apprenticeship agreement at the request of the apprentice.

CERTIFICATION-shall mean written approval by the Rhode Island State Apprenticeship Council of:

1. A set of apprenticeship standards developed by a national committee or organization, jointed or unilateral, for policy or guideline used by local affiliates, as substantially conforming to the Standards of Apprenticeship set forth in Section 29.5; or

2. An individual is eligible for probationary employment as an apprentice under a registered apprenticeship program.

CONTINUOUS EMPLOYMENT-the employer intends and expects to give the apprentice continuous employment and will use its best efforts to keep the apprentice employed during the full term of apprenticeship. If any apprentice is temporarily released due to business conditions, that apprentice shall be given the opportunity to be reinstated before any additional apprentice is employed in the same trade.

DIRECTOR -shall mean the Director of the Rhode Island Department of Labor.

DOCUMENTATION-records to substantiate previous training in the occupation. For SAC approval of on-the-job credit, the Council will consider letters from sponsors and wage records. Credit for related instruction shall be accompanied by diploma or certificate from a training institution accepted by the SAC. Such instructions must be related to the occupation.

EMPLOYER-shall mean any person or organization employing an apprentice whether or not such person or organization is a party to an apprenticeship agreement with the apprentice.

EXTENSION OF ESTIMATED COMPLETION DATE -the estimated completion date affixed to the apprentice agreement may be extended for a period not to exceed two (2) years. Requests for extension beyond two years will be in writing to the Council for disposition.

FEDERAL PURPOSES -includes any Federal contract, grant, agreement, or arrangement dealing with apprenticeship; and any Federal financial or other assistance, benefit, privilege, contribution, allowance, exemption, preference, or right pertaining to apprenticeship.

FIELD REPRESENTATIVE-shall mean the person designated by the Rhode Island State Apprenticeship Council or the Bureau of Apprenticeship and Training to service the program.

INDENTURE DATE-shall mean the date the agreement is signed by the sponsor and the apprentice. The agreement shall be submitted immediately after the employment to the registration agency for approval and registration.

LETTER OF INTENT -there will be a signed letter of intent for the pre-apprenticeship recognition. The pre-apprentice, upon satisfactory completion of the pre-apprentice appendix, will be registered into an apprenticeship program. (In-school/Out-of-school youth.)

OUT-OF-SCHOOL YOUTH-shall mean any youth between the ages of 16 and older who have formally left school.

PARTIES TO THE APPRENTICE AGREEMENT -shall mean the apprentice and his/her parent or guardian, if the apprentice is a minor, a duly authorized representative of the company, and the Rhode Island State Apprenticeship Council. All shall sign the agreement.

PRE-APPRENTICE - shall mean anyone who is in training within the guidelines set for them the Standards by the Rhode Island State Apprenticeship Council evidenced by a signed letter of intent. (In-school/Out-of-school youth.)

PRE-APPRENTICESHIP PROGRAM - shall mean educational programs that prepare potential workers (youth and adults) for entry into a registered apprenticeship program. (In-school/Out-of-school youth.)

REGISTRATION AGENCY-the Rhode Island State Apprenticeship Council, Rhode Island Department of Labor, recognized and approved by the Bureau of Apprenticeship and Training.

REGISTRATION OF APPRENTICESHIP AGREEMENT-shall mean the acceptance and recording thereof by the Rhode Island State Apprenticeship Council as evidence of the participation of the apprentice in a particular registered apprenticeship program.

REGISTRATION OF APPRENTICESHIP PROGRAM - shall mean the acceptance and recording of such by the Rhode Island State Apprenticeship Council as meeting the basic standards and requirements of the United States Department of Labor for approval of such programs for Federal purposes. Approval evidenced by a certificate of registration or other written indicia.

RELATED INSTRUCTION - shall mean an organized and systematic form of instruction designed to provide the apprentice with knowledge of the theoretical and technical subjects related to his/her occupation.

SCHOOL APPRENTICESHIP LINKAGE - shall mean the combining of the formal, registered apprenticeship system with secondary or post-secondary school registration and attendance, enabling student apprentices to achieve apprenticeship accreditation while completing their education. Participating students are employed by the sponsor part time as registered apprentices and attend school courses that provide theoretical and technical education related to their on-the-job experience. School/apprenticeship linkage provides students with a coordinated sequence of classes and structured training on-the-job through which they gain credit toward school graduation and professional career standing. The hours and type of work student apprentices perform may be limited by child labor laws or agreements between the sponsor and the school. Participating schools will have a designated coordinator to work with the sponsor and the student. Upon graduation from the school, student apprentices continue their apprenticeship with the sponsor full time.

SPONSOR-shall mean any person, association, committee, or organization operating an apprenticeship program and in whose name the program is (or is to be) registered or approved.

STANDARDS -shall mean the organized written plan embodying the terms/conditions of employment and training as defined in Title 29, Section 29.5 and Title 30, Section 30-30.3,30.4, 30.5 (22 elements) subscribed to by the sponsor and registered with the Rhode Island State Apprenticeship Council.

STATE -shall mean the State of Rhode Island.

STUDENT APPRENTICE -shall mean an apprentice who is a student and is participating in a school/apprenticeship linkage program under Rhode Island State Apprenticeship Council, Standards of Apprenticeship.

WAIVER -Request for SAC waiver shall be in writing to the Council. Completed criteria for SAC waiver shall accompany request. SAC waiver will only be applied on a "one-time" basis to a sponsor. The granted waiver will remain in effect until the completion of the apprentice. In the event that an apprentice leaves the employ of a sponsor before completion, all information regarding the cancellation/termination of the apprentice shall be forwarded to the SAC for review. Upon review of the Council that the cancellation/termination of the apprentice was in no way the cause of the sponsor, the one-time waiver shall be extended for a new applicant.

SECTION I TERM OF APPRENTICESHIP

The term of apprenticeship, not less than 2,000 hours of work experience, consistent with training requirements as established by industry practice. The term of apprenticeship in the designated trade shall be as noted on Page 1 (Cover Sheet) of these Standards, each year of which shall consist of 2000 hours of work experience and approximately 144 hours of instruction in related subjects.

SECTION II SCHEDULE OF WORK PROCESSES

The apprentice shall receive instruction and work experience in all branches of the trade as listed in the Work Process attached hereto (Appendix B). The work experiences need not be in the precise order as listed, nor do the scheduled hours on any operation need be continuous, to permit the flexibility necessary to the normal production schedule.

SECTION III RELATED INSTRUCTION

The apprentice shall be required to attend classes in related trade subjects for approximately 144 hours per year, each year of the term of apprenticeship. The recommended subjects are on the attached list (Appendix C). Such instruction may be given in a classroom or through trade, industrial, or correspondence courses of equivalent value, or other forms of self-study approved by the registration approval agency.

SECTION IV a WAGES

A progressively increasing schedule of wages to be paid the apprentice consistent with the skill acquired. The entry wage shall be not less than the minimum wage prescribed by the Fair Labor Standards Act, where applicable, unless a higher wage is required by other applicable federal law, state law, respective regulations, or by collective bargaining agreement.

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

PERIOD (Hours) (No.) 4 years (Hours) 8000

1st 1000 hours	60 %	6th 1000 hours	
2nd 1000 hours	70 %	7th 1000 hours	
3d 1000 hours	80 %	8th 1000 hours	
4th 1000 hours	90 %	9th 1000 hours	
5th 1000 hours		10th 1000 hours	

Craftworker's wage rate as of 3/6/14 is \$20.83

SECTION IV b HOURS OF WORK

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

SECTION V PERIODIC EVALUATION

The apprentice shall be given an evaluation before each period of advancement by his/her supervisor on the apprentice's progress in job performance and related instruction. The maintenance of appropriate progress records will be kept by the sponsor (Master Record Card/Sheet).

SECTION VIa RATIO OF APPRENTICES

The generic Council ratio shall be one apprentice to every five craftworkers.

The number of apprentices to be employed shall not exceed one apprentice for every five craftworkers regularly employed, or a fraction thereof, except that the number of apprentices may be changed as agreed to between the employer and the approving agency, as per the regulations for apprenticeship programs for Federal and state-financed construction.

Apprentices covered under licensed occupations shall be indentured according to ratios set under the Rhode Island general law for all projects of a public nature other than Federal and state-financed construction.

SECTION VI b SAC WAIVER

Request for waiver shall be in writing to the Council. Completed criteria for SAC waiver shall accompany request. SAC waiver will only be applied on a "one-time" basis to a sponsor. The granted waiver will remain in effect until the completion of the apprentice.

In the event that an apprentice leaves the employ of a sponsor before completion, all information regarding the cancellation/termination of the apprentice shall be forwarded to the SAC for review. Upon review of the Council that the cancellation/termination of the apprentice was in no way the cause of the sponsor, the one-time waiver shall be extended for a new applicant.

SECTION VII PROBATIONARY PERIOD

The first 1000 hours of employment for the apprentice shall be a probationary period. During this probationary period the agreement may be canceled by either party to the agreement by notifying the other. The approving agency shall be notified of all such cancellations.

In the event either party desires to cancel the agreement after the probationary period, the approving agency shall be notified with the reasons therefore and requested to cancel the agreement.

SECTION VIII SAFETY

As an integral part of this training program, the apprenticeship supervisor and/or instructor shall provide competent training and instruction pertaining to safe work habits to keep the apprentice informed of methods necessary to perform all phases of the work in a proper and safe manner. The apprentice shall receive instructions relative to pertinent sponsor safety regulations, reporting of accidents, and availability of first aid and medical facilities. The sponsor shall at all times exercise reasonable precaution for the health and safety of the apprentice while at work and while attending related instruction.

SECTION IX APPRENTICE MINIMUM QUALIFICATIONS

To be considered for apprentice training each applicant must meet the following requirements:

- Age:** Not under 16 years of age.
- Physical:** Physically capable of performing the work of the trade.
- Education:** A graduate of a high school or its equivalent/GED.

SECTION X APPRENTICE AGREEMENT

Each apprentice, and if a minor, the parent or guardian, shall sign an apprentice agreement on the form attached to and made part of these Standards. The agreement shall also be signed by the employer and approved by and filed with the approving agency. All parties to the agreement shall receive an approved copy of the agreement. Each applicant will be given a copy of the Standards and an opportunity to read them before signing the apprentice agreement.

SECTION XI CREDIT FOR PREVIOUS EXPERIENCE

Apprentices who have previous training and/or education in the occupation may receive such credit as the sponsor decides after checking the records of such training and/or education. Apprentices granted credit shall receive the wage of the period to which the credit advances them. The maximum number of hours of credit will not exceed 50 percent of the total term of apprenticeship.

SECTION XII CONTINUOUS EMPLOYMENT

The employer intends and expects to give the apprentice continuous employment and will use its best efforts to keep the apprentice employed during the full term of apprenticeship. If any apprentice is temporarily released due to business conditions, that apprentice shall be given the opportunity to be reinstated before any additional apprentice is employed in the same occupation. If the employer is unable to fulfill his/her obligation under the apprentice agreement resulting in termination of the agreement, apprentices may re-register with a new sponsor as long as the SAC ratio is not exceeded and SAC consent is given.

SECTION XIII SUPERVISION OF APPRENTICES

The apprentice shall never be made to work unsupervised. The apprentice shall work under the direct supervision of the sponsor and/or a qualified craft worker designated by the sponsor to supervise the training of the apprentice on the job according to the work process outlined in these Standards.

SECTION XIV RECORDS

Records of the apprentice's work experience and related class instruction shall be kept by the employer. The apprentice shall submit weekly reports to the employer showing work completed and classes attended, and those shall be noted upon Master Record Cards under control of the employer.

SECTION XV a EXTENSION OF ESTIMATED COMPLETION DATES

The estimated completion date affixed to the apprentice agreement may be extended for a period not to exceed two (2) years. Requests for extension beyond two years will be in writing to the Council for disposition.

SECTION XV b CERTIFICATE OF COMPLETION

Upon satisfactory completion of the on-the-job term of apprenticeship and the required hours of related and supplemental instruction have been met, the employer shall recommend to the approval agency that a State Certificate of Completion be awarded. The sponsor will be provided with a SAC application for certification which will be accompanied by proof of related technical instruction that has been approved by the Rhode Island SAC.

SECTION XVI REGISTRATION AGENCY

The Rhode Island State Apprenticeship Council, Rhode Island Department of Labor & Training, recognized and approved by the United States Department of Labor Bureau of Apprenticeship and Training, shall be the agency of record, and the appropriate authority designated under the program to receive, process, and make disposition of controversies or differences arising out of the apprenticeship agreement. Any such controversies and differences which cannot be amicably settled by the parties may be submitted to the Council for final decision.

SECTION XVII DEREGISTRATION OF REGISTERED PROGRAM

Deregistration of a program may be effected upon the voluntary action of the sponsor by a request for cancellation of the registration.

- A. Request by Sponsor** The Council may cancel the registration of an apprenticeship program by a written acknowledgment of such request stating, but not limited to, the following:
1. The registration is canceled at sponsor's request and giving the effective date of such cancellation; and
 2. That within 15 workdays of the date of the acknowledgment, the sponsor must notify all apprentices of such cancellation and the effective date; that such cancellation automatically deprives the apprentice of his/her individual registration.

B. Deregistration by Council

1. Deregistration proceedings may be undertaken when the apprenticeship program is not conducted, operated, or administered in accordance with the registered standards or the requirements of Title 28, Chapter 45, of the RI Labor Law
2. The Rhode Island SAC will follow the policy set forth in Title 28, Chapter 45, Section 7, for deregistration of a Council-registered program.

SECTION XVIII REINSTATEMENT OF PROGRAM REGISTRATION

Any apprenticeship program deregistered pursuant to Title 28, Chapter 45, and this regulation may be reinstated upon presentation of adequate evidence that the apprenticeship program is operating in accordance with Title 28, Chapter 45. Such evidence shall be presented to the Council, if an order of deregistration was entered pursuant to a hearing.

SECTION XIX COMPLAINTS

Any apprentice not covered under a Collective Bargaining Agreement may submit a complaint to the Rhode Island SAC. This section is not applicable to any complaint concerning discrimination or other equal opportunity matters. All such complaints shall be submitted, processed, and resolved in accordance with state or federal equal opportunity laws.

SECTION XX CHANGES IN STANDARDS

These Standards of Apprenticeship may at any time be amended by the employer provided such amendments are approved by the Rhode Island Apprenticeship Council Department of Labor. A copy of all such changes shall be furnished each apprentice.

SECTION XXI GENERAL PROVISIONS

Every apprenticeship agreement entered into under these Standards of Apprenticeship shall contain a clause making the Standards a part of the agreement with the same effect as if expressly written therein. For this reason, every applicant (and the parent or guardian, if the applicant is a minor) shall be given a copy of the Standards of Apprenticeship and an opportunity to read them before any signature is affixed thereto.

APPROVED BY:

APPROVED AND ACCEPTED:

BY: 

TITLE: Project Manager

DATE: 3-6-14

**APPROVED BY AND FILED WITH
STATE OF RHODE ISLAND
APPRENTICESHIP COUNCIL
RHODE ISLAND DEPARTMENT OF LABOR & TRAINING**




SUPERVISOR OF APPRENTICESHIP AND TRAINING (DLT/SAC)



State Apprenticeship Council
 1511 Pontiac Avenue Building #70
 PO Box 20247
 Cranston, RI 02920-0943
 www.dlt.ri.gov/apprenticeship



INFORMATIONAL DATA SHEET

1. Name of company: Tower Construction Corp.
2. Address: 2158 Plainfield Pike Cranston RI 02921
3. Company telephone and fax number: 401-943-0110 / 901-944-4041
4. Email address: Info @ Towerconstructioncorp.com
5. Tax Identification number: Federal: 05-0479435 State: RI
6. Do you have an apprenticeship program in another state? Yes No
 If yes, please provide program number and a ratio sheet listing Rhode Island licensed masters, journeypersons, and registered apprentices. Program #: _____
7. Products made or services rendered: Construction
8. Trade(s) in which training is to be given: Laborer / Carpenter
9. Wage rate of skilled journeypersons: Per hour: 20.83
10. Present number of employees: 15 Total minority: 0 Total women: 3
11. Skilled journeypersons employed in trade: Total 10 Minority: 0 Women: 0
12. Term of Apprenticeship: 400 + 800 Potential number of apprentices: 2
13. Do you have veterans employed seeking to become apprentices? Yes No
14. Do you have a bargaining agreement with your employee's? Yes No
15. If yes, provide name, address, and phone number of employee organization:

16. Have you the adequate equipment, type of work, and personnel to train in all the required skills of the trade? Yes No
17. Apprentices are required to attend classes of related instruction for a minimum of 144 hours for each year of apprenticeship. Related instruction will take place at:
RI Construction Training Academy
(Name of related instruction provider)

Company: Tower Construction Corp

Union Affiliation: _____
 Union: _____

Al Poulos
(Print name of authorized representative)

(Print name of authorized representative)

Title: Project Manager

Title: _____

Date: 2-26-14

Date: _____

Signature of Authorized Representative: Al Poulos

RI Apprentice #: 22017

RI SAC Program #: 2939



State of Rhode Island Apprenticeship Agreement

RECEIVED
MAY 22 2014

RI Department Of Labor & Training
State Apprenticeship Council
1511 Pontiac Avenue, PO Box 2024
Cranston, Rhode Island 02920-0943
www.dlt.ri.gov/apprenticeship

RECEIVED
MAR 31 2014
Returned By Ratio JR 41114



TOWER CONSTRUCTION CORP.

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:	Race:	Highest Education Level:	Veteran Status:
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 checked="" type="radio"/>
Ethnic Group:	Black or African American <input type="radio"/>	Post Secondary or <input type="radio"/>	
Hispanic or Latino <input type="radio"/>	Native Hawaiian or <input type="radio"/>	Technical Training <input type="radio"/>	
Not Hispanic or Latino <input checked="" type="radio"/>	other Pacific Islander <input type="radio"/>		
	White <input type="radio"/>		

CR# 24167
3/31/2014
\$24.00

THIS AGREEMENT, entered into this 31 day of March, 20 14 between

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

Mariusz Mosciszko, D.O.B. 6-1-1965 S.S. #:
(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 Carpenter, 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 31 day of March, 20 14, with 0 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 31 day of March, 20 18, 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;

1
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 Journeyman's hourly rate)

1 st	<u>50/100</u>	hours	<u>1000</u>	<u>50</u>	%	6 th	<u>1000</u>	hours	<u>75</u>	%
2 nd	<u>1000</u>	hours	<u>55</u>	%	7 th	<u>1000</u>	hours	<u>80</u>	%	
3 rd	<u>1000</u>	hours	<u>60</u>	%	8 th	<u>1000</u>	hours	<u>85</u>	%	
4 th	<u>1000</u>	hours	<u>65</u>	%	9 th	<u>1000</u>	hours	<u>90</u>	%	
5 th	<u>1000</u>	hours	<u>70</u>	%	10 th	<u>1000</u>	hours	<u>95</u>	%	

The Journeyman's hourly rate on _____, was 25.00

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: _____

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)
47 SANWOOD DR HARRISVILLE 02830 RI
 (STREET ADDRESS, CITY/TOWN, STATE, ZIP CODE)
401 338-7381
 (TELEPHONE NUMBER)

[Signature]
 (SIGNATURE OF AUTHORIZED REPRESENTATIVE)
2158 Plainfield Pike Coniston RI
 (STREET ADDRESS, CITY/TOWN, STATE, ZIP CODE)
401 943 0410
 (TELEPHONE NUMBER)

 (GUARDIAN)

 (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)
1/29/2014

STATE OF RHODE ISLAND



APPRENTICESHIP COUNCIL

Certificate of Registration

For the Trade Classification of

Const. Craft Laborer/Carpenter

TOWER CONSTRUCTION CORP.

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

Given at Cranston in the State of Rhode Island
this 1st day of JANUARY 20 15

Rhode Island Apprenticeship Council

A handwritten signature in black ink, appearing to read "William F. Holman", is written over a horizontal line.

Chairman

2239

Program Number