

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: 7550134A2
Solicitation Title: COMMUNITY COLLEGE OF RHODE ISLAND - LISTON CAMPUS DOOR REPLACEMENT PROJECT (ADD 2, 26 PG)
Bid Proposal Submission Deadline Date & Time: 2/17/2016 10:00 AM
RIVIP Vendor ID #: 34013
Bidder Name: Iron Construction Group, LLC
Address: 875 Centerville Rd
Building 4 Unit 11
Warwick, RI 02886
USA
Telephone: 401-490-3144
Fax: 401-490-3145
Contact Name: Steven Depasquale
Contact Title: President
Contact Email: sae@icgri.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):

Steven Depasquale, President
100% Owner, Project Manager
Iron Construction Group, LLC
875 Centerville Bldg 4 Unit 11
Warwick RI 02886

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 No. 7550134

Solicitation Title: Community College of Rhode Island Liston Campus Door Replacement Project

BID FORM

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

Bidder: Iron Construction Group LLC
Legal name of entity
875 Centerville Rd Bldg 4 Unit 11 Warwick, RI 02886
Address (street/city/state/zip)
Steven Depasquale swd@icgri.com estimating@icgri.com
Contact name Contact email
401-490-3144 401-490-3145
Contact telephone Contact fax

1. BASE BID PRICE

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

\$ 967,000.00
(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)
Nine hundred sixty seven thousand dollars
(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

- Allowances

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

1. Furnishing and installing additional hardware: Add \$5,000.00
2. Concealed structural problems to be corrected: Add \$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.

Solicitation No. 7550134

Solicitation Title: Community College of Rhode Island Liston Campus Door Replacement Project

All Addenda must be acknowledged.

Addendum No. 1 dated: 1/19/2016

Addendum No. 2 dated: 2/4/2016

Addendum No. 3 dated: _____

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

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

Check "Add" or "Subtract."

1. Add alternate to provide an extended 5 year warrantee on all aluminum storefront doors:

\$ 3,000.00
Three thousand dollars

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.

1. College Police 3rd Shift Coverage:
\$35.00/Hour x Onsite Work Days = \$ 16,800.00
Included in Base Bid

4. **CONTRACT TIME**

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

- Start of Submittals 10 calendar days after issuance date of CCRI PO
- Start of construction: 30 calendar days after issuance date of CCRI PO.
- Substantial completion: 180 calendar days after issuance date of CCRI PO.
- Final completion: 195 calendar days after issuance date of CCRI PO.
- Work Prohibited During exams.

5. **LIQUIDATED DAMAGES**

Solicitation No. 7550134

Solicitation Title: Community College of Rhode Island Liston Campus Door Replacement Project

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: \$500.00 per day.

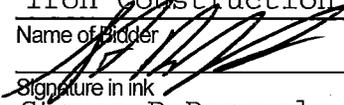
This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

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

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

BIDDER

Date: 2/17/2016

Iron Construction Group, LLC
Name of Bidder

Signature in ink
Steven DePasquale, President
Printed name and title of person signing on behalf of Bidder
26535
Bidder's Contractor Registration Number

Document A310-2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Iron Construction Group, LLC
875 Centerville Rd.
Bldg 4, Unit 11
Warwick, RI 02886

OWNER:
(Name, legal status and address)

State of Rhode Island
One Capitol Hill
Providence, RI 02908

SURETY:
(Name, legal status and principal
place of business)

Talisman Casualty Insurance Co, LLC
Protected Cell #01
9075 W. Diablo Dr. Suite 140
Las Vegas, NV 89148 NAIC # 15446
800 318-5317

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

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

BOND AMOUNT: Five percent of Bid Amount (5% of Bid Amount)

BOND #: 1377163

PROJECT: Bid # 7550134 CCRI Liston Campus Door Replacement Project

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

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

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

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

Signed and sealed this **17th** day of **February** 2016

Sallyann Elias
(Witness)

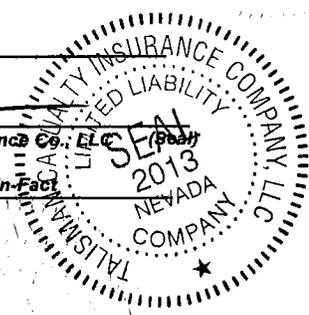
[Signature]
(Witness)

[Signature]
(Principal) (Seal) Iron Construction Group, LLC

PRESIDENT
(Title)

[Signature]
(Surety) Talisman Casualty Insurance Co, LLC (Seal)

Joseph Marcantel, Attorney-in-Fact
(Title)



POWER OF ATTORNEY

Attorney – In Fact No. 0001

Issue Date 2/17/2016

Certificate No. 1377163

KNOW ALL MEN BY THESE PRESENT: The Talisman Casualty Insurance Company, LLC, a Nevada Corporation, does hereby appoint

Joseph Marcantel, Attorney in Fact

Its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertaking and other documents of similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS THEREOF, TALISMAN CASUALTY INSURANCE COMPANY, LLC have executed and attested these presents this 30th day of December, 2013.

Handwritten signature of Jeff Schaff, Managing Director

Handwritten signature of Joseph Marcantel, Attorney in Fact, with circular corporate seal of Talisman Casualty Insurance Company, LLC, Nevada

Extract from the By-Laws of TALISMAN CASUALTY INSURANCE COMPANY, LLC

Article 44, Section 78. – FIDELITY AND SURETY BONDS ...the Managing Directory, any Director, the Secretary, and any Assistant Managing Director appointed for that purpose by the officer in charge of surety operation, shall each have the authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business.

Extract from the Resolution of the Board of Directors of TALISMAN CASUALTY INSURANCE COMPANY, LLC adopted on December 30, 2013.

On any certificate executed by the Secretary or a assistant secretary of the Company setting out,

- (i) The provision of Article 44, Section 78 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect, the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof.

I, Jeff Schaff, Managing Director of TALISMAN CASUALTY INSURANCE COMPANY, LLC, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of the corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws and the Resolution and the Power of Attorney are still in full force and effect.

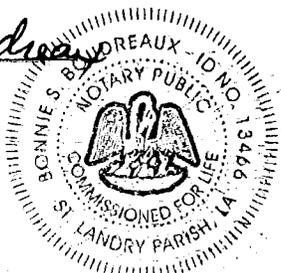
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation this 30th day of December, 2013.

Handwritten signature of Jeff Schaff, Managing Director

Handwritten signature of Joseph Marcantel, Attorney in Fact

On February 17th, 2016, I Joseph Marcantel, being by me duly sworn, did depose and say that he is an Attorney-in-Fact of Talisman Casualty Insurance Company, LLC described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, that he authorized the use of his electronic signature, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Signed: Bonnie S. Boudreaux
Notary





**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.dltf.ri.gov, under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

Bid/RFP Number: 7550134

Bid/RFP Title: Community College of RI Liston Campus Door Replacement

RIVIP Vendor ID#: 34013

Vendor Name: Iron Construction Group, LLC

Address: 875 Centerville Rd Bldg 4 Unit 11 Warwick, RI 02886

Telephone: 401-490-3144

Fax: 401-490-3145

E-Mail: estimating@icgri.com

Contact Person and Title: Steven DePasquale, President
Iron Construction Group, LLC
875 Centerville Rd Bldg 4 Unit 11
Warwick, RI 02886 (Company Name & Address) (hereafter

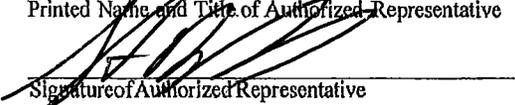
"bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13-3.1 because bidder meets one of the following qualifications (check):

- 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).

Steven Depasquale, President
Printed Name and Title of Authorized Representative

2/17/2016
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

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

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TTY via Rf Relay 711



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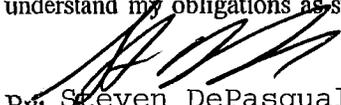
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Director

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: 

Title: President

Subscribed and sworn before me this 17 day of February 2016



Notary Public

My commission expires: 12-24-2016

SALLYANN ELIAS
Notary Public
State of Rhode Island
My Commission Expires 12-24-2016
Commission # 754793

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TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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1511 Pontiac Avenue
Cranston, RI 02920-4407

Telephone: (401) 462-8000

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.



FORM W-9
REV 8/15

STATE OF RHODE ISLAND
FORM W-9 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)

[Empty boxes for SSN]

Employer ID No. (EIN)

20 2745674

NAME Iron Construction Group, LLC

ADDRESS 875 Centerville Rd Bldg 4 Unit 11

CITY, STATE AND ZIP CODE Warwick, RI 02886

PAYMENT REMITTANCE ADDRESS, IF DIFFERENT FROM THE ADDRESS ABOVE

ADDRESS

CITY, STATE AND ZIP CODE

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because either: (A) I am exempt from backup withholding, or (B) 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 (C) the IRS has notified me that I am no longer subject to backup withholding.
- (3) I am a U.S. citizen or other U.S. person (as defined by the IRS).

Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item (2) does not apply.

Please sign here and provide title, date and telephone number:

Steven DePasquale

SIGNATURE [Signature] **TITLE** President **DATE** 2/17/16 **TEL NO** 401-490-3144

Original Signature Required (Digital Signature Not Acceptable)

BUSINESS DESIGNATION: Limited Liability Company

Please Check One: Individual Corporation Trust/Estate Government/Nonprofit Corporation
 Partnership Medical Services Corporation Legal Services Corporation
 LLC Tax Classification: Single Member (Individual) Partnership Corporation

TIPS:

NAME: Be sure to enter your full and correct legal name as shown on your income tax return for the SSN or EIN provided.

ADDRESS, CITY, STATE AND ZIP CODE: If you operate a business at more than one location, adhere to the following:

- 1) Same EIN 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 EIN for each different location -- submit a completed W-9 form for each EIN and location. (One year-end tax information return will be reported for each EIN and remittance address.)

Mail Completed Form To:
Supplier Coordinator
Purchasing Department
One Capitol Hill, 2nd Floor
Providence RI 02908

Or Email To: doa.pursuppliercoordinator@purchasing.ri.gov

For State Use Only:
 IRS ___ RI SOS ___ FED ___ Other ___
 RI Supplier # _____ Approved _____
 Date Entered _____ Entered By _____



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State

Matthew A. Brown

Secretary of State

CERTIFICATE OF ORGANIZATION
OF

Iron Construction Group, LLC

I, MATTHEW BROWN, Secretary of State of the State of Rhode Island and Providence Plantations, hereby certify that Articles of Organization for the formation of

Iron Construction Group, LLC

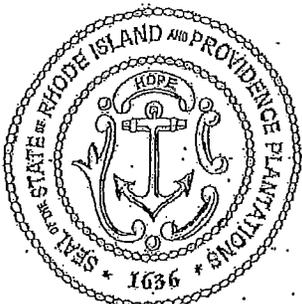
a limited liability company, duly executed pursuant to the provisions of Chapter 7-16 of the General Laws, 1956, as amended, have been received in this office and are found to conform to law. The affixed is a duplicate of the Articles of Organization.

WITNESS my hand and the seal of the State of
Rhode Island and Providence Plantations this
26th day of April, 2005.

Matthew Brown

Secretary of State

By *Andrea M. Luacesse*





Construction and General Laborers' Local Union 271

November 22, 2010

Mr. Steven DePasquale
Iron Construction Group, LLC
100 Centerville Road, Suite 1
Warwick, RI 02886

RE: REGISTERED APPRENTICESHIP PROGRAM

Dear Steven,

Per our phone conversation, please accept this letter of confirmation of Iron Construction Group, LLC's access to and participation in our Construction Craft Laborer Apprenticeship program.

As you know, Iron Construction Group, LLC is a signatory contractor with the New England Laborer's Union. As such, your corporation participates in and has access to the US Department of Labor Registered Apprenticeship Program within Rhode Island.

Should Iron Construction Group, LLC have any questions, or require any additional information regarding your laborers' apprenticeship program, please do not hesitate to contact me.

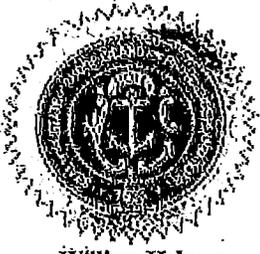
Sincerely,

Michael F. Sabitoni,
Business Manager

MFS/gb

Enclosure





William Holmes
Council Chairman

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
STATE APPRENTICESHIP COUNCIL
1511 Pontiac Avenue, Building # 70
Cranston, RI 02920
Phone: 401-462-8536 Fax: 401-462-8528

March 25, 2011

To Whom It May Concern:

This is to inform you that RILABORERS DISTRICT COUNCIL, Local 271 JATC program number 2075 is registered with the Rhode Island State Apprenticeship Council and the Department of Labor & Training in the approved program of Construction Craft Laborer.

Should you have any questions or concerns, please do not hesitate to contact me at 401-462-8536 or btrem1@dlf.ri.gov.

Bernard E. Trem1, III
Supervisor of Apprenticeship
Department of Labor & Training
Division of Workforce Regulation & Safety



STATE OF RHODE ISLAND

CONTRACTORS' REGISTRATION
AND LICENSING BOARD

REGISTRATION NO.

EXP DATE

REGISTRANT'S NAME

26535 08/1/17
LROM CONSTRUCTION GROUP, LLC

AUTHORIZED REPRESENTATIVE

STEVEN DEPASQUALE

DRIVER'S LICENSE #

RI 7555222

EXECUTIVE DIRECTOR

Greg A. Miller