

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: 7550606
Solicitation Title: PHASE 2 CONSTRUCTION SERVICES VIRKS BUILDING, PASTORE COMPLEX (30 PGS)
Bid Proposal Submission Deadline Date & Time: 6/16/2016 11:00 AM
RIVIP Vendor ID #: 3943
Bidder Name: Trac Builders Inc.
Address: 28 Wolcott Street
Providence , RI 02908
USA
Telephone: (401) 943-3800
Fax: (401) 943-3822
Contact Name: William Tracey
Contact Title: President
Contact Email: billt@tracbuilders.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

- 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.

Disclosure details (continue on additional sheet if necessary):

SECTION 3 - OWNERSHIP DISCLOSURE

Bidders must provide all relevant information. Bid proposals submitted without a complete response may be deemed nonresponsive.

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; otherwise, complete ownership disclosure is required.

List each officer, director, manager, stockholder, member, partner, or other owner or principle 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.

William Tracey, President

28 Wolcott Street, Providence, RI 02908

100% Owner

SECTION 4 - 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. 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

Solicitation #: **7550606**
Solicitation Title: Dr. Johannes Virks Building Renovation: Phase II
3 West Road, Pastore Campus, Cranston, RI 02920

May 26, 2016

BID FORM

To: State of Rhode Island Department of Administration
One Capitol Hill, Providence, Rhode Island 02908

Bidder: **TRAC Builders, Inc.**
Legal name of entity

28 Wolcott Street, Providence, RI 02908
Address (street/city/state/zip)

William Tracey **billt@tracbuilders.com**
Contact name Contact email

401-943-3800 **401-943-3822**
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*):

\$ 12,864,000 -
(base bid price in figures printed electronically, typed, or handwritten legibly in ink)
Twelve Million Eight Hundred Sixty Four Thousand
(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 as defined in Division 01, Section 012100 of the Specifications:

No. 1: Hazardous Materials Testing \$ 50,000.00

Solicitation #: **7550606**

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No. 2: Hazardous Materials Abatement/Removal	\$ 60,000.00
No. 3: Commissioning Work	\$100,000.00
No. 4: Roof Protection Work	\$ 50,000.00

- **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: **May 31, 2016** _____

Addendum No. 2 dated: **June 9, 2016** _____

Addendum No. 3 dated: _____

Addendum No. 4 dated: _____

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

BIDDER agrees to be bound by the alternate prices as described in Section 012300 ALTERNATES.

The Bidder shall take notice that the Alternates are listed in the order in which the Owner intends on awarding them based on available funds and as follows:

- A. Add Alternates will be considered in the order in which they are presented except where available project funds require choices out of the order in which they are presented.

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B. The Owner will then award the next alternate on the list that the project budget supports or otherwise award a combination of alternates that follows the order within the project budget.

Alternate #4: High-Pressure Steam Line:

\$,	1	4	0	,	0	0	0	.	0	0
----	--	--	---	---	---	---	---	---	---	---	---	---	---

Numeric

One Hundred Forty Thousand and 00/100 -

Written

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. Police Detail: Provided State Police Details that the Owner may direct outside of the Contractors Responsibility to Provide Police	
1A. Daily Rate Per Eight (8) Hours	\$, 7 6 0 . 0 0
1B. One Half Day Rate [Four (4) Hours]	\$, 3 8 0 . 0 0
2A. Dumpster: 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.	\$, 4 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.	\$, 6 0 0 . 0 0

Solicitation #: **7550606**

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 3 West Road, Pastore Campus, Cranston, RI 02920

14C. Underground Tank 3001 to 5000 Gallons Per Each	1	0	,	0	0	0	.	0	0
	\$								
8. Liquid Disposal (1 to 10 gallons): 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	7	5	.	0	0
	\$								
9. Liquid Disposal (11 to 50 gallons): 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	,	7	5	0	.	0	0
	\$								
10. Liquid Disposal (50 to 100 gallons): 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)	1	2	,	5	0	0	.	0	0
	\$								
11. Contaminated Soil (1 to 10 cubic yards): 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.)			,	2	7	5	.	0	0
	\$								
12. Contaminated Soil (11 to X cubic yards): 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.)		2	,	7	5	0	.	0	0
	\$								

4. CONTRACT TIME

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

- Start of Construction: October 1, 2016
- Substantial/Final Completion: October 1, 2017.

Solicitation #: **7550606**

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3 West Road, Pastore Campus, Cranston, RI 02920

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

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: 06/16/2016

TRAC Builders, INC.

Name of Bidder


Signature in ink

William Tracey, President

Printed name and title of person signing on behalf of Bidder

12034

Bidder's Contractor Registration Number

BID BOND

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

CONTRACTOR:

(Name, legal status and address)

TRAC BUILDERS, INC.
28 WOLCOTT STREET
PROVIDENCE, RI 02809

SURETY:

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

INTERNATIONAL FIDELITY INSURANCE COMPANY
ONE NEWARK CENTER
NEWARK, NJ 07102-5207

OWNER:

(Name, legal status and address)

STATE OF RHODE ISLAND, DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASES
ONE CAPITOL HILL
PROVIDENCE, RI 02908

BOND AMOUNT: \$ FIVE PERCENT (5%) OF THE ATTACHED BID DOLLARS

PROJECT: 7550606

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

PHASE 2 CONSTRUCTION SERVICES VIRKS BUILDING
PASTORE COMPLEX
CRANSTON, RI

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 requirements 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.

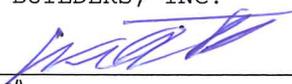
Signed and sealed this 16th day of June, 2016.



(Witness)



(Witness) SHANNON L. CROWLEY

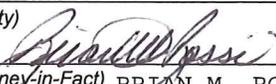
TRAC BUILDERS, INC.


(Principal) (Seal)

WILLIAM TRACEY, PRESIDENT

(Title)

INTERNATIONAL FIDELITY INSURANCE COMPANY

(Surety) (Seal)


(Attorney-in-Fact) BRIAN M. ROSSI

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ELISA P. CARDONE, SHANNON L. CROWLEY, BRIAN M. ROSSI, CHRISTOPHER A. IANNOTTI

East Greenwich, RI.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 16th day of JUNE, 2016.

MARIA BRANCO, Assistant Secretary



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./Auxiliary aids and services are available upon request to individuals with disabilities.

TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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

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

Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

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

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, 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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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: [Signature]

Title: President

Subscribed and sworn before me this 16 day of June, 2016

[Signature]
Notary Public

My commission expires: 3.21.17

*An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.
TTY via RI Relay 711*



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Department of Labor and Training

Center General Complex

1511 Pontiac Avenue

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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.



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: 7750606

Bid/RFP Title: Phase 2 Construction Services Virks Building Pastore Complex

RIVIP Vendor ID#: 3943

Vendor Name: TRAC Builders, INC.

Address: 28 Wolcott Street, Providence, RI 02908

Telephone: 401-943-3800

Fax: 401-943-3822

E-Mail: billt@tracbuilders.com

Contact Person and Title: William Tracey, President

TRAC Builders, Inc.

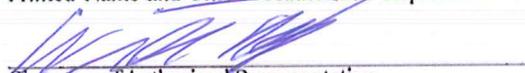
28 Wolcott St. Providence, RI 02908 (Company Name & Address) (hereafter "bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13- 3.1 because bidder meets one of the following qualifications (check):

- 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);

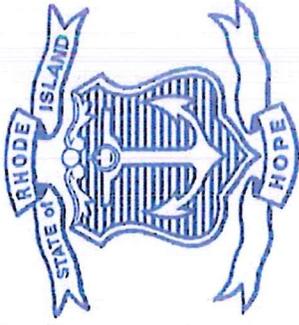
- C. _____ Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who 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).

William Tracey, President
Printed Name and Title of Authorized Representative

06/16/2016
Date


Signature of Authorized Representative

STATE OF RHODE ISLAND



APPRENTICESHIP COUNCIL

Certificate of Registration

For the Trade Classification of

CARPENTER

TRAC BUILDERS

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 16

Rhode Island Apprenticeship Council

A handwritten signature in black ink, appearing to be "John J. ...", written over a horizontal line.

Chairman

2896

Program Number



STATE OF RHODE ISLAND

CONTRACTORS' REGISTRATION AND LICENSING BOARD

REGISTRATION NO. 12037 EXP. DATE 01/31/18

REGISTRANT'S NAME PAC BUILDERS, INC.

AUTHORIZED REPRESENTATIVE WILLIAM TRACY

DRIVER'S LICENSE # R 18 8975

EXECUTIVE DIRECTOR *Kyle J. Wilson*

William Tracy

Signature of Registrant

If found please return card to
 Department of Administration
 R.I. State Office Commission
 R.I. Contractors' Registration and Licensing Board
 1000 W. Main Street, 3rd Floor
 Providence, RI 02903-5859

This card is valid only to the named registrant. It is not to be used by any other person.
 This card may be forfeited by the registrant if it is not used within the period
 specified in R.I. General Law 5-65, et seq.

44588

PROVIDENCE RI



STATE OF RHODE ISLAND

STANDARDS OF APPRENTICESHIP

FORMULATED BY:

TRAINING PROGRAM SPONSOR: TRAC Builders, Inc.

ADDRESS: 28 Wolcott Street, Providence, RI 02908

FOR THE OCCUPATION(S) OF:

Carpenter

WITH THE ASSISTANCE of
The Rhode Island Department of Labor & Training

Building #70 1511 Pontiac Avenue,
POB # 20247 Cranston, RI 02920-0943

Nelson M. Ferreira
BY: _____
SUPERVISOR OF APPRENTICESHIP

PROVISIONAL APPROVAL DATE: 1/1/2014

APPROVAL DATE: 1/20/2016

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FOREWORD

TRAC Builders, Inc. _____ recognizes the need for structured training to maintain the high level of skill and competence demanded in our industry.

Registered Apprenticeship provides the most practical and sound method to meet that need, to prepare individuals to be skilled within the selected occupation and to ensure industry an adequate supply of skilled workers.

In furtherance of those goals, the carpenter _____ has established these Standards of Apprenticeship outlining all the terms and conditions for the qualification, recruitment, selection, employment and training of apprentices.

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 statues

DEFINITIONS

APPRENTICE: Any individual employed by the employer meeting the qualifications described in the Standards of Apprenticeship who has signed an Apprenticeship Agreement with the local Sponsor providing for training and related instruction under these Standards, and who is registered with the Registration Agency.

APPRENTICESHIP AGREEMENT: The written agreement between the apprentice and the Sponsor setting forth the responsibilities and obligations of all parties to the Apprenticeship Agreement with respect to the Apprentice's employment and training under these Standards. Each Apprenticeship Agreement must be registered with the Registration Agency.

CAREER LATTICE: Career lattice apprenticeship programs include occupational pathways that move an apprentice laterally or upward within an industry. These programs may or may not include an interim credential leading to the Certificate of Completion of Apprenticeship credential.

CERTIFICATE OF COMPLETION OF APPRENTICESHIP: The Certificate of Completion of Apprenticeship issued by the Registration Agency to those registered apprentices certified and documented as successfully completing the apprentice training requirements outlined in these Standards of Apprenticeship. *(If applicable)*

CERTIFICATE OF TRAINING: A Certificate of Training may be issued by the U.S. Department of Labor's, Office of Apprenticeship Administrator to those registered apprentices that the program sponsor has certified in writing to the Registration Agency that the apprentice has successfully met the requirements to receive an interim credential. *(If applicable)*

COLLECTIVE BARGAINING AGREEMENT: The negotiated agreement between the Union and signatory employers that sets forth the terms and conditions of employment.

COORDINATOR/DIRECTOR: Means the person designated by the program sponsor to perform the duties stated in the standards of apprenticeship.

ELECTRONIC MEDIA: Media that utilize electronics or electromechanical energy for the end user (audience) to access the content; and includes, but is not limited to, electronic storage media, transmission media, the internet, extranet, lease lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic media and/or interactive distance learning.

EMPLOYER: Means any person or organization employing an apprentice whether or not such person or organization is a party to an Apprenticeship Agreement with the apprentice.

HYBRID OCCUPATION: The hybrid approach measures the individual apprentice's skill acquisition through a combination of specified minimum number of hours of on-the-job-learning and the successful demonstration of competency as described in a work process schedule. *(If applicable)*

INTERIM CREDENTIAL: Interim Credential means a credential issued by the Registration Agency, upon request of the appropriate sponsor, as certification of competency attainment by an apprentice. *(If applicable)*

JOINT APPRENTICESHIP TRAINING COMMITTEE (COMMITTEE): Apprenticeship Committee (Committee) means those persons designated by the sponsor to act as an agent for the sponsor in the administration of the program. A joint committee 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). If no collective bargaining agreement exists, the committee may include employer and employee representatives.

JOURNEYWORKER/MENTOR: A worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation. (Use of the term may also refer to a mentor, technician, specialist or other skilled worker who has documented sufficient skills and knowledge of an occupation, either through formal apprenticeship or through practical on-the-job experience and formal training.)

O*NET-SOC CODE: The Occupational Information Network (O*NET) codes and titles are based on the new Standard Occupational Classification (SOC) system mandated by the federal Office of Management and Budget for use in collecting statistical information on occupations. The O*NET classification uses an 8-digit O*NET-SOC code. Use of the SOC classification as a basis for the O*NET codes ensures that O*NET information can be readily linked to labor market information such as occupational employment and wage data at the national, State and local levels.

ON-THE-JOB LEARNING (OJL): Tasks learned on-the-job in which the apprentice must become proficient before a completion certificate is awarded. The learning must be through structured, supervised work experience. The tasks defined for the apprentice in each occupation will represent the work processes described in these Apprenticeship Standards in line with the apprenticeship course outlines that are approved by the U.S. Department of Labor, Office of Apprenticeship.

PROGRAM SPONSOR: The Sponsor in whose name the Standards of Apprenticeship will be registered, and which will have the full responsibility for administration and operation of the apprenticeship program.

PROVISIONAL REGISTRATION: Means the 1-year initial provisional approval of newly registered programs that meet the required standards for program registration, after which program approval may be made permanent, continued as provisional, or rescinded following a review by the Registration Agency, as provided for in the criteria describe in §29.3 (g) and (h).

REGISTERED APPRENTICESHIP PARTNERS INFORMATION DATA SYSTEM (RAPIDS): The Federal system, which provides for the automated collection, retention, updating, retrieval and summarization of information related to apprentices and apprenticeship programs.

REGISTRATION AGENCY: Means the U.S. Department of Labor, Office of Apprenticeship or a recognized State Apprenticeship Agency that has responsibility for registering apprenticeship programs and apprentices; providing technical assistance; conducting reviews for compliance with Title 29, CFR parts 29 and 30 and quality assurance assessments. **(Rhode Island Department of Labor & Training, Division of Workforce Regulation & Safety – Office of Apprenticeship)**

RELATED INSTRUCTION (RI): An organized and systematic form of instruction designed to provide the apprentice with the knowledge of the theoretical and technical subjects related to the apprentice's occupation. Such instruction may be given in a classroom, through occupational or industrial courses, or by correspondence courses of equivalent value, electronic media, or other forms of self-study approved by the Registration Agency.

SPONSOR/EMPLOYER: The person or persons designated by the program sponsor/employer who is responsible for ensuring the integrity of the administrative and record keeping requirements of on the job learning/training.

STANDARDS OF APPRENTICESHIP: This entire document including all appendices and attachments hereto, and any future modifications or additions approved by the Registration Agency.

TIME-BASED OCCUPATION: The time-based approach measures skill acquisition through the individual apprentice's completion of at least 2,000 hours of on-the-job learning as described in a work process schedule. *(If applicable)*

TRANSFER: A shift of apprenticeship agreement from one program to another or from one employer within a program to another employer within that same program, where there is agreement between the apprentice and the affected apprenticeship committee or program sponsor.

UNION: Means any organized labor organization, party to an appropriate labor agreement between the parties.

1. TERM OF APPRENTICESHIP PROGRAM

The term of apprenticeship, which for an individual apprentice may be measured either through the completion of the industry standard for on-the-job learning (at least 2,000 hours) (time-based approach), attainment of competency (competency-based approach), or a blend of the time-based and competency-based approaches (hybrid approach).

The **time-based approach** measures skill acquisition through the individual apprentice's completion of at least 2,000 hours of on-the-job learning as described in a work process schedule.

The **competency-based approach** measures skill acquisition through the individual apprentice's successful demonstration of acquired skills and knowledge, as verified by the program sponsor. Programs utilizing this approach must still require apprentices to complete a minimum of 2,000 hours or one (1) year of on-the-job learning. The program standards must address how on-the-job learning will be integrated into the program, describe competencies, and identify an appropriate means of testing and evaluation for such competencies.

The **hybrid approach** measures the individual apprentice's skill acquisition through a combination of specified minimum number of hours of on-the-job learning and the successful demonstration of competency as described in a work process schedule.

This program will utilize the time-based approach. The term of apprenticeship shall be time-based of reasonably continuous employment, including the probationary period, plus a minimum of 144 hours of related technical instruction each year of the term. In the event the apprentices are required to work overtime, they shall receive credit on the term of apprenticeship for only the actual hours worked.

The apprentice's progress in each phase of apprenticeship may be determined on the credited hours. Therefore, an apprentice who, by unusual aptitude and industry, or because of past education and/or practical experience, achieves the desired level of attainment in one phase of the apprenticeship in less than the time designated may be advanced to the next phase. The determination of such achievement in less than the usual scheduled hours shall be made by the sponsor.

The sponsor intends and expects to give the apprentice continuous employment. However, the sponsor reserves the right to suspend the apprentice whenever conditions of business make that necessary. Any apprentice whose term of apprenticeship is suspended for such reason will be given the opportunity of reemployment before an additional apprentice is employed.

2. WORK EXPERIENCE

The apprentice is responsible for the documentation of all work experience and will provide this documentation to the sponsor to verify satisfactory progress through the apprenticeship program. The apprentice shall be taught the use, care and effective handling of all tools and equipment commonly used in the occupation. The apprentices shall be given work experience and training in the occupation to assure them the skill and proficiency that characterizes a qualified journey worker/mentor as herein defined. Such on-the-job learning (OJL) shall be carried on under the direction and guidance of a qualified journey worker/mentor in the occupation. No apprentice will be allowed to work overtime if it interferes with apprentice's related-technical-instruction (RTI).

The workday and workweek for apprentices, and the conditions associated therewith, shall be the same as those of other classifications of employees within the company doing comparable work.

3. RELATED TECHNICAL INSTRUCTION

All apprentices shall be required to attend classes in subjects related to the occupation. One hundred forty-four (144) hours per year is normally considered necessary. These classes may be given during or outside the regular working hours, depending upon available facilities. All time spent in such classes after regular working hours shall not be considered as hours of work. If required to attend classes during the regular working hours, the apprentices shall be compensated at their regular hourly rate. If, for any reason, classroom instruction is not practicable, the related technical instruction may be conducted by means of distance learning, correspondence, electronic, or company-sponsored courses approved by the Registration Agency.

The amount of time to be devoted to each subject and the sequence they are to follow will depend upon the type of work being performed by the apprentice. It is intended that this classroom instruction shall be so integrated with the work that the apprentice and the company will receive the maximum benefits from such instruction.

The apprentice is responsible for the documentation of all related technical instruction obtained on behalf of the program, and will provide this documentation to the sponsor to verify satisfactory progress through the apprenticeship program.

Failure on the part of the apprentice to fulfill their obligation as to the related training studies and/or attendance, or their failure to maintain passing grades therein, shall constitute adequate cause for cancellation of their apprenticeship agreement.

4. WAGE SCHEDULE

A statement of the progressively increasing scale of wages to be paid the apprentice consistent with the skill acquired, the entry wage to be not less than the minimum wage prescribed by the Federal and State Labor Standards Acts, where applicable, unless a higher wage is required by other applicable Federal law, State law, respective regulations, or by collective bargaining agreement;

(NOTE: At no time may the apprentice's wage rate be less than that required by any minimum wage law which may be legally applicable.)

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

PERIOD (Hours) (No.) ⁴ _____ (Hours) ²⁰⁰⁰ _____

1st 1000 hours	
2nd 1000 hours	
3d 1000 hours	
4th 1000 hours	
5th 1000 hours	

6th 1000 hours	
7th 1000 hours	
8th 1000 hours	
9th 1000 hours	
10th 1000 hours	

The journey worker/mentor wage rate as of 1/20/2016 is \$ 30.00 per hour.

5. PERIODIC EXAMINATIONS

After the probationary period and before each period of advancement, or at any other time when conditions may warrant, the sponsor or an authorized representative may examine the apprentice to determine whether they have made satisfactory progress. If the apprentice's related training or work progress is found unsatisfactory, they may be required to repeat a process or series of processes in which they are deficient before advancing to the next wage classification. There shall be no more than one (1) additional extended period prior to the next scheduled advancement.

Should it be found that the apprentice does not have the ability or desire to continue the training and become a competent worker, the supervisor should recommend to the sponsor that the agreement be terminated, and such a finding shall be deemed adequate cause for the canceling of an apprenticeship

agreement. The Registration Agency shall be notified in writing of any such cancellation.

6. RATIO

The ratio of journey worker/mentor to apprentice is the standard for training the maximum number of apprentices while insuring proper supervision, training, safety, and continuity of employment. No more apprentices shall be employed than can be given proper supervision on the job and afforded employment opportunity upon completion of the apprenticeship.

The **minimum** ratio of journey worker/mentor to apprentice **within the building and construction industry** shall in accordance with Appendix A of the Rules and Regulations Relating to Labor Standards for the Registration of Apprenticeship Programs under Title 28, Chapter 45 Apprenticeship Programs in Trade & Industry.

7. PROBATIONARY PERIOD

All applicants selected for apprenticeship will serve a probationary period. The probationary period cannot exceed 25% of the length the program, or 1 year, whichever is shorter. All apprentice's records shall be reviewed, by the sponsor, prior to the end of the probationary period.

The first ^{year} _____ of employment for the apprentice, after signing the apprenticeship agreement, shall be a probationary period. During this probationary period, the agreement may be canceled by the Registration Agency upon request of either party thereto. After the probationary period, the agreement may be canceled for due cause. "Due Cause" shall include, but not be limited to, infraction of company rules set up in accordance with company policy, or failure to meet the required standards of proficiency. Apprentices shall be given full credit for such period toward completion of their apprenticeship. The Registration Agency shall be advised promptly of all cancellations and terminations of apprenticeship agreements, whether during or after the probationary period.

An Apprentice will serve only one (1) probationary period throughout the term of this apprenticeship program regardless of transfer(s) to another sponsor.

8. SAFETY AND HEALTH TRAINING

The sponsor shall instruct the apprentice in safe and healthful work practices and shall insure that the apprentice is trained in facilities and other environments that are in compliance with either: Occupational Safety and Health standards promulgated by the U.S. Secretary of Labor or Rhode Island standards that have been found to be at least as effective as the Federal standards.

9. QUALIFICATIONS FOR AND SELECTION OF APPRENTICES

A. Qualifications:

Applicants accepted and indentured as apprentices shall meet the following basic qualifications:

- i. Age: All applicants must be at least 18 of age.
- ii. Education: _____
- iii. Physical: Applicants must be able to perform the essential functions of the job, with reasonable accommodation and without posing a direct threat to the health and safety of individuals or others.
- iv. Other: _____

B. Selection:

The recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of race, color, sex (including pregnancy), disability, ancestral origin, religion, sexual orientation, gender identity/expression and age. The sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under the Rhode Island Plan of Equal Employment Opportunity in Apprenticeship and Title 29, Code of Federal Regulations, Part 30 as amended. A program sponsor who employs five (5) or more apprentices shall submit a written Affirmative Action Plan and Selection Procedure to the Registration Agency in conformity with the above regulation. Where appropriate, a sponsor may submit satisfactory evidence of compliance with an equal employment opportunity program providing for the selection of apprentices for affirmative action in apprenticeship including goals and timetables for women and minorities which has been approved as meeting the requirements of Title VII of the Civil Rights Act of 1964 as amended, or Executive Order 11246, as amended.

10. APPRENTICESHIP AGREEMENT

Each apprentice shall be covered by a written apprenticeship agreement, signed by the sponsor and the apprentice. Such agreement shall contain a statement making the terms and conditions of these standards a part of the agreement, as if expressly written therein. For this reason, every apprentice shall read these standards before signing the agreement. A copy of each agreement shall be furnished to the apprentice, to the sponsor and to the Registration Agency.

The Apprenticeship Agreement does not constitute a certification under Title 29 CFR Part 5 for the employment of apprentices on federally financed or assisted construction projects. Apprenticeship program sponsors are required to obtain a letter of certification from the Registration Agency for each individual project. The letter will identify the program sponsor, trade, project name and project location. It will list the registered apprentices working on the project with the last four (4) digits of their social security number, registration date and the percentage of journey worker/mentor wage rate the apprentice should be paid.

The transfer of an apprentice between apprenticeship programs and within an apprenticeship program must be based on agreement between the apprentice and the affected apprenticeship committees or program sponsors, and must comply with the following requirements:

The transferring apprentice must be provided a transcript of related technical instruction and on-the-job learning by the committee or program sponsor;

Transfer must be to the same occupation; and

A new apprenticeship agreement must be executed when the transfer occurs between program sponsors.

11. CREDIT FOR PREVIOUS EXPERIENCE

All persons now employed by the company as apprentices will be placed under these apprenticeship standards and their agreements will be registered with the Registration Agency. At the Sponsor's discretion, credit may be granted for the term of apprenticeship for new apprentices who demonstrate previous acquisition of skills or knowledge equivalent to that which would be received under these standards. Apprentices granted such credit will be advanced to the wage rate designated for the period to which such credit accrues.

Grandfathering of Apprentices

The grandfather privilege pertains to those employees already working in the trade classification wherein apprentice registration is being requested as of _____. Apprentices being grandfathered must have been working for the sponsor for 30 days prior to initial request for registration of program standards. In such cases, grandfathered apprentices will receive credit for the term of apprenticeship under prior standards.

12. SUPERVISION OF APPRENTICES

Apprentices shall be under the general supervision of the management and under the direct supervision of a qualified journey worker/mentor in this occupation, appointed by the management, to serve as supervisor of apprentices. Such supervisor of apprentices is authorized to move apprentices from one operation to another in accordance with the predetermined schedule of work training, or as the need arises due to operating conditions.

13. CERTIFICATE OF COMPLETION

Upon the satisfactory completion of the requirements for the apprenticeship program as established in these standards, the sponsor will certify by signature on the Transmittal of Action form, to the Registration Agency, and request that a Completion of Apprenticeship Certificate be awarded to the completing apprentice(s).

14. REGISTRATION OF APPRENTICESHIP STANDARDS

These standards of apprenticeship will, upon adoption by the sponsor, be promptly registered and copies filed with the Registration Agency. The sponsor reserves the right to discontinue the apprenticeship program at any time as set forth herein, including any modifications or amendments thereto. The Registration Agency shall be notified promptly of any decision to cancel the program.

These standards of apprenticeship may be amended at any time provided that no amendment or modification adopted shall alter any apprenticeship agreement in force at the time of such change without the consent of the apprentice involved. Such amendment shall be submitted to the Registration Agency before being placed in effect. A copy of each amendment adopted will also be furnished to each apprentice employed by the company.

Within 15 days of cancellation of the apprenticeship program (either voluntary or involuntary), the sponsor will notify each apprentice of the cancellation and the effect of that decision.

15. NOTICE TO REGISTRATION AGENCY

The Registration Agency shall be notified within 45 days of all actions regarding the apprenticeship program including, but not limited to new indentures, suspensions for any reason, reinstatements, cancellations, and completions and reasons therefore.

Cancellation of apprenticeship agreements during the probationary period will not have an adverse impact on a sponsor's completion rate unless there is a consistent pattern of cancellations during the probationary period.

16. ADJUSTING DIFFERENCES/COMPLAINT PROCEDURES

For issues regarding wages, hours, working conditions, and other issues that may be covered by a Collective Bargaining Agreement, if any, apprentices may seek resolution through any applicable grievance and arbitration procedures contained in the articles of a CBA.

The Sponsor will hear and resolve all complaints of violations concerning the Apprenticeship Agreement and the Registered Apprenticeship Standards, for which written notification is received within fifteen (15) days of violations. The Sponsor will make such rulings as it deems necessary in each individual case and within thirty (30) days of receiving the written notification. Either party to the Apprenticeship Agreement may consult with the Registration Agency for an interpretation of any provision of these Standards over which differences occur. The name and address of the appropriate authority to receive, process and make disposition of complaints is:

TRAC Builders, Inc.

Any apprentice or applicant for apprenticeship who believes that he/she has been discriminated against on the basis of race, color, sex (including pregnancy), disability, ancestral origin, religion, sexual orientation, gender identity/expression and age with regard to apprenticeship or that the equal opportunity standards with respect to his/her selection have not been followed in the operation of a Registered Apprenticeship program, may personally or through an authorized representative, file a complaint with the Registration Agency or, at the apprentice or applicant's election, with the private review body established by the program sponsor (if applicable).

The complaint will be in writing and will be signed by the complainant. It must include the name, address, and telephone number of the person allegedly discriminated against, the program sponsor involved, and a brief description of the circumstances of the failure to apply equal opportunity standards.

The complaint must be filed not later than one hundred eighty (180) days from the date of the alleged discrimination or specified failure to follow the equal opportunity standards, and in the case of complaints filed directly with the review body designated by the program sponsor to review such complaints, any referral of such complaint by the complainant to the Registration Agency must occur within the time limitation stated above or thirty (30) days from the final

decision of such review body, whichever is later. The time may be extended by the Registration Agency for good cause shown.

Complaints of harassment in the Registered Apprenticeship program may be filed and processed under Title 29, CFR, Part 30, and the procedures as set forth above.

The Sponsor will provide written notice of their complaint procedure to all applicants for apprenticeship and all apprentices.

17. CONFORMANCE WITH STATE AND FEDERAL LAWS

No section of these standards of apprenticeship shall be construed as permitting violation of any law of the State of Rhode Island or of the United States.

18. MAINTENANCE OF RECORDS

The sponsor will maintain, for a period of 5 years, from the date of last action all records relating to apprentice applications (whether selected or not), the employment and training of apprentices and any other information relevant to the operation of the program. This includes, but is not limited to, records on the recruitment, application, and selection of apprentices and records on the apprentice's job assignments, promotions, demotions, layoffs, terminations, rate of pay or other forms of compensation, hours of work and training, evaluations and other relevant data. The records will permit identification of minority and female (minority and non-minority) participants or not. These records will be made available to the Registration Agency upon request.

19. CONSULTANT

Advice and assistance in the successful operation of this apprenticeship program will be available at any time, upon request by the sponsor, from representatives of the Rhode Island Department of Labor and Training.

SECTION XXVIII – DESIGNATED AGENT

The following individual is the primary designated agent for representing the registered apprenticeship program, and is considered the main point of contact with the Rhode Island Department of Labor & Training, Division of Workforce Regulation & Safety – Apprenticeship Division.

Nelson M. Ferreira/ Vice President

PROGRAM SPONSOR

DESIGNATED AGENT NAME/TITLE

28 Wolcott Street

Providence

RI

02908

STREET

CITY

STATE

ZIP

(401) 943-3800

(401) 943-3822

PHONE NUMBER

MOBILE

FAX

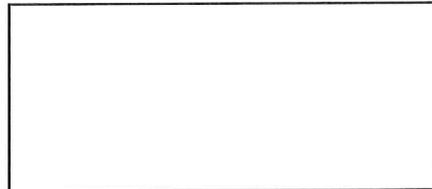
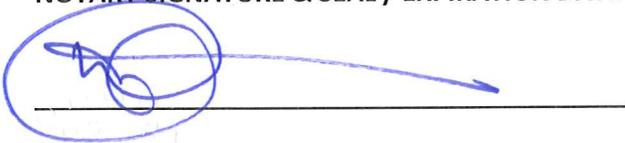
nelsonf@tracbuilders.com

www.TRACBuilders.com

EMAIL ADDRESS

WEBSITE

NOTARY SIGNATURE & SEAL / EXPIRATION DATE





**Rhode Island Department of Labor & Training
Apprenticeship Council
1511 Pontiac Avenue Building # 70
PO Box 20247
Cranston, RI 02920-0943**



Phone: 401-462-8536 Fax: 401-462-8528

**APPLICATION FOR CERTIFICATION OF COMPLETION OF APPRENTICESHIP
(Submit One Copy Only)**

1. NAME OF SPONSOR: TRAC Builders, Inc.
2. ADDRESS: 28 Wolcott Street, Providence, RI 02908
3. FULL NAME OF APPRENTICE: _____
4. TRADE: Carpentry
5. TERM: _____
6. BEGINNING DATE OF APPRENTICESHIP: _____
7. NUMBER OF YEARS, MONTHS, OR HOURS OF ADVANCED CREDIT ALLOWED: _____
8. DATE OF COMPLETION: _____
9. TOTAL HOURS OF RELATED TECHNICAL INSTRUCTION COMPLETED: _____
10. RELATED INSTRUCTION FURNISHED BY: _____

- A. PUBLIC VOCATIONAL SCHOOL
- B. PRIVATE TRADE SCHOOL
- C. CORRESPONDENCE
- D. COMPANY
- E. EMPLOYEE ORGANIZATION
- F. JOURNEYWORKER INSTRUCTOR
- G. INDIVIDUAL STUDY
- H. OTHER (SPECIFY): _____

11. TEACHER (S) OR DIRECTOR (S) OF RELATED INSTRUCTION CERTIFYING TO ITEM 9 ABOVE:
 - NAME : _____ ADDRESS: _____
 - NAME : _____ ADDRESS: _____

CERTIFICATION:

ON BEHALF OF THE ABOVE-NAMED SPONSOR, I HEREBY CERTIFY THAT THE APPRENTICE NAMED ON THIS APPLICATION HAS SATISFACTORILY COMPLETED HIS/HER APPRENTICESHIP PROGRAM AS REGISTERED WITH THE BUREAU OF APPRENTICESHIP AND TRAINING AND HERBY RECOMMEND THE ISSUSANCE OF THE CERTIFICATION OF COMPLETION OF APPRENTICESHIP.

DATE: 06-16-16

SIGNED: 
TITLE TRAINING COORDINATOR