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: 7550675A5
Solicitation Title: WATKINS HALL ROOF AND WINDOW IMPROVEMENTS - BAY CAMPUS, URI

Bid Proposal Submission Deadline Date & Time: 7/14/2016 10:30AM

RIVIP Vendor ID #: 6755
Bidder Name: Tower Construction Corp.
Address: 10 Southern Industrial Dr

Cranston, RI 02921
USA

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

SECTION 2 - DISCLOSURES

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

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

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.

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

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:

1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.

2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation 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.

3. The Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.

4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.

5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other

2013-4

Page 2 of 3

3/18/2016
6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.

7. The Bidder: (i) is not identified on the General Treasurer’s list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.

Certification details (continue on additional sheet if necessary):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Submission by the Bidder of a bid proposal pursuant to this solicitation constitutes an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation and the bid proposal. The Bidder certifies that: (1) the Bidder has reviewed this solicitation and agrees to comply with its terms and conditions; (2) the bid proposal is based on this solicitation; and (3) the information submitted in the bid proposal (including this Bidder Certification Cover Form) is accurate and complete. The Bidder acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Bidder pursuant to this solicitation and the bid proposal. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparation and contents of this bid proposal and has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

BIDDER

Date: 7/14/16

Tower Construction Corp.

Name of Bidder

Signature in ink
Salvatore Torregrossa - Pres.

Printed name and title of person signing on behalf of Bidder
DOCUMENT 00410 - BID FORM
Revised June 7, 2016

Date: 7/14/16

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

Project: New Roof and Windows at Watkins Hall
University of Rhode Island, Narragansett Bay Campus
215 South Ferry Road, Narragansett, Rhode Island

Submitted by: Tower Construction Corp.

1. BID
Having examined the Place of The Work and all matters referred to in the Bid Documents and in the Contract Documents prepared by Saccocio & Associates, Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

Five Hundred Ten Thousand Four Hundred and no/100 ($510,400.00)
(written, and numerically)

- We have included the Bid Security in the above Bid Sum as required per Article 3 of the Supplemental Instructions to Bidders, Section 00210.
- We have included 100% Payment and Performance Bonds in the above Bid Sum.
- We have included the original Bid and required additional “public copy” per Document 00210 – Supplemental Instructions to Bidders.

2. ALLOWANCES
We have included the specified Allowances, from Attachment 01201 in Division 1 of the Specifications, in the above Bid Sum as follows:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Replace wood roof substrate and blocking at existing concealed locations.</td>
<td>$10,000</td>
</tr>
<tr>
<td>2. For modifications to existing construction due to unforeseen structural and hidden conditions.</td>
<td>$25,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$35,000</strong></td>
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</table>
3. ALTERNATES
We propose to modify the above Bid Sum by the following amount as identified by a numbered Alternative specified in Section 01201 of the Specifications, and as may be selected by the Owner:

Alternate No. 1: Storefront, Windows, Doors & Sloped Glazing
This Alternate contemplates the addition to the Base Bid all work shown on Drawings A3.1 and A4.1 except for the purchase and installation of the "C" windows.
The "C" windows are to be included in the Base Bid.

Four Hundred Sixty Seven Thousand and no/100 ($467,000.00)
(written, and numerically)

4. UNIT PRICES
N/A

5. ACCEPTANCE
This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
If this bid is accepted by the Owner within the time period stated above, we will:

- Proceed under the Agreement, subject to compliance with required State regulatory agency approvals as described in the Bid Documents.
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.
- Commence work within seven days after receipt of a Purchase Order from URI Purchasing.

If this bid is accepted within the time stated, and we fail to commence the Work, or we fail to provide the required Bonds, the security deposit shall be forfeited to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

6. CONTRACT TIME
If this Bid is accepted, we will achieve Substantial Completion of the base bid Work within ninety (90) calendar days. If alternate #1 is accepted the project completion time will be extended by ninety (90) additional calendar days for the window project only. We have included all premium time or additional staffing required to accommodate this schedule.

7. REQUIREMENT FOR REGISTRATION NUMBER
In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island registration number for the work to be performed by this firm as prime contractor is:

REGISTRATION NUMBER: 1387
8. **ADDENDA**
   The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

   Addendum No. 1, dated 6/10/16

   Addendum No. 2, dated 6/24/16

   Addendum No. 3, dated 7/6/16

   Addendum No. 4, dated 7/7/16

   Addendum No. 5, dated 7/7/16

9. **BID FORM SIGNATURE(S)**

   **Tower Construction Corp.**
   (Bidder's name)

   By:

   Title: President

   Corporate Seal:

   END OF DOCUMENT
KNOW ALL MEN BY THESE PRESENTS, that we
10 Southern Industrial Drive, Cranston, RI 02921
as Principal, hereinafter called the Principal, and
650 Elm Street, Manchester, NH 03101
a corporation duly organized under the laws of State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto
State of Rhode Island and Providence Plantations
One Capitol Hill, Providence, RI 02908
as Oblige, hereinafter called the Oblige, in the sum of

Five Percent of Amount Bid

Dollars ($ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Watkins Hall Roof and Window Improvements - Bay Campus, URI. Project #7550675

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

Signed and sealed this 27th of June, 2016.

[Signature]
(Witness)

[Signature]
(Witness)

Tower Construction Corp.
(Principal)
(Seal)

BY:
(Title)

North American Specialty Insurance Company
(Surety)

BY:
(Title) Attorney-in-Fact

Shelly L. Andrade

AIA DOCUMENT A310 • BID BOND • AIA ® • FEBRUARY 1970 ED • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006
NAS SURETY GROUP
NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

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

Principal: Tower Construction Corp. Bond Number: Bid Bond
Obligee: State of Rhode Island and Providence Plantations Bond Amount: See Bond Form
Bond Description: Watkins Hall Roof and Window Improvements - Bay Campus, URI. Project #7550675

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:
FIFTY MILLION ($50,000,000) DOLLARS

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

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

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

By

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

By

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

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

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

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

M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of June, 2016.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company
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/hmt 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
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 journeyperson 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

*An Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities. TTY via RI Relay 711*
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 14 day of July, 2016

______________________________
Notary Public Susan J. Bashall
My commission expires: 2/18/2019

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

TTY via RI Relay 711
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 depositories 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.
ACORD CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC C/L
475 Kilvert Street, Building B
Suite 205
Warwick, RI 02886

INSURED
Tower Construction Corp.
10 Southern Industrial Drive
Cranston, RI 02921-2018

COVERAGES
CERTIFICATE NUMBER:

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<th>POLICY EXPIRY DATE</th>
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<td>DAMAGE TO RENTED PREMISES (Per occurrence) $100,000</td>
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<td>MED EXP (Any one person) $15,000</td>
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<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td>GENERAL AGGREGATE $3,000,000</td>
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<td>PRODUCTS - COM/KOAGG $3,000,000</td>
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</tbody>
</table>

|     |                   |                    |              |                 | OTHER: |

| A   | AUTOMOBILE LIABILITY | X ANY AUTO | X OCCUR | S209306300 | 02/27/2016 | 02/27/2017 | $1,000,000 |
|     |                    | X ALL OWNED AUTOS | SCHEDULED AUTOS | NON-OWNED AUTOS | |
|     |                     | X HEEDED AUTOS | |

| A   | UMBRELLA LIABILITY | X OCCUR | X CLAIMS-MADE | S209306300 | 02/27/2016 | 02/27/2017 | $5,000,000 |
|     |                    | |

| B   | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y IN | N/A | 4087288449 | 06/02/2016 | 06/02/2017 | X PER STATUTE |
|     | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OTHER LOCATION (Mandatory in NH) |
|     | 812136(8122) |

| A   | PROPERTY | S209306300 | 02/27/2016 | 02/27/2017 | $100,000 Leased/Rented Equipment |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of Rhode Island
Department of Administration
Division of Purchases
Ona Capitol Hill
Providence, RI 02908-6855

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF RHODE ISLAND
FORM W-9 PAYER'S REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER ID 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 ID NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (TIN):
Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)    Employer ID No. (EIN)

NAME: Tower Construction Corp

ADDRESS: 10 Southern Industrial Drive

CITY, STATE AND ZIP CODE: Cranston, RI 02921

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:

SIGNATURE: ___________________________  TITLE: President  DATE: 7/14/16  TEL NO: 401.943.0110

Original Signature Required (Digital Signature Not Acceptable)

BUSINESS DESIGNATION:

Please Check One: Individual Corporation [X] 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: doe.pursuppliercoordinator@purchasing.ri.gov

For State Use Only:

IRS [X] RI SOS [ ] FED [ ] Other [ ]
RI Supplier #: __________________________ Approved [ ]
Date Entered: __________________________ Entered By: __________________________

RIFANS Supplier Registration Package  Page 1 of 1

09/15/2015