Quasi-Public

University of Rhode Island

SECTION 1 - RIVIP VENDOR INFORMATION

Bid/RFP Number:	100047A1								
Bid/RFP Title:	RENOVATIONS, WRESTLING ROOM								
Bid Contact Person:	PURCHASING								
Bid Contact Phone:	(401)874-2171								
Opening Date & Time:	11/19/2014 3:00 PM								
RIVIP Vendor ID #:	6755								
Vendor Name:	Tower Construction Corp.								
Address:	288 Lincoln Avenue								
Telephone:	401.943.0110								
Fax:	401.944.4041								
E-Mail:	estimating@towerconstructioncorp.com								
Contact Person:	Estimating								
Title:	Estimating								
TO THE OFFEROR COMPLETING	AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, AN ON-LINE RIVIP REGISTRATION at www.purchasing.state.ri.us. It is THE RESPONSIBILITY OF THE ns/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.								
Submission Information									
Submit offers as required within the	Bid/RFP document. This contract is NOT a state bid.								
Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate, (3) that vendor understands and has complied with the requirements set forth.									
Vendor's Signature: I/we certify the	Vendor's Signature: I/we certify that the above vendor information is correct and complete.								
Salvatore Torregrossa, President									

Certification Form Page 1 of 1

Print Name and Title of company official signing offer

THE UNIVERSITY

OF RHODE ISLAND

DIVISION OF ADMINISTRATION AND FINANCE



PURCHASING DEPARTMENT

581 Plains Road, Suite 3, Kingston, RI 02881 USA

p: 401.874,2171

f: 401.874.2306 uri.edu/purchasing

BID/PROPOSAL

COMMODITY:	RENOVATION - TOOTE	DATE:	10/24/2014						
FORMAL BID NO.									
BIDS ARE TO BE RECEIVED IN URI PURCHASING DEPARTMENT BY: DATE: 11/14/2014 TIME: 3:00 PM									
BUYER: TRACEY ANGELL/rlc SURETY REQUIRED: YES: X NO:									
PRE-BID/PROPOSA	AL CONFERENCE: YES	DATE: 9:00 AM	TIME: 11/5/2014						
	MANDATORY:	YES: X	NO:						
LOCATION:	URI KEANEY GYMNASIU KINGSTON, RI 02881	M FRONT ENTRANCE, K	KEANEY ROAD						
	RMATION SHOWN BELOW ER IDENTIFICATION NUMI								
COMPANY NAME:	Tower Construction Co	rp.	FEIN: 05-0479435						
STREET AND NUMB	ER: 288 Lincoln A	venue		- 112					
CITY, STATE & ZIP	CODE: Warwick, RI 02	2888							
ORDERING E-MAIL	ADDRESS: estimating@to	owerconstructioncorp	.com						
No off	er will be considered t	hat is not accompani	ed by the attached						
	rsity of Rhode Island I	<i>.</i> ₹	ida:	r					
comple	eted and <u>signed</u> by the	offeror.							
Salvatore Torre	egrossa, President	7545	(401) 943-0110/(401)	944-4041					
Print Name and Title			Telephone Number/Facsimile I	Number					
	7	11/19/14	05-0479435						
Signature		Date	Company F.E.I.N.						

THIS BID WILL NOT BE HONORED UNLESS SIGNED

The University of Rhode Island is an equal opportunity employer committed to the principles of affirmative action.

University of Rhode Island Bidder Certification Form

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with the University of Rhode Island. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete signed (in ink) offer package must be delivered to the University of Rhode Island Purchasing Office by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the URI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other State locations or which are not present in the University of Rhode Island Purchasing Office at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the University of Rhode Island Purchasing Office. Postmarks shall not be considered proof of timely submission.

RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an internet solicitation is unsuccessful, the University of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the University Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The University of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense.

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the University for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting the Rhode Island Vendor Information Program (RIVIP) at www.purchasing.ri.gov, Solicitation Opportunities +, Other Solicitation Opportunities or appearing in person at the University of Rhode Island Purchasing Office Mondays through Fridays between 8:30 am - 3:30 pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

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Award will be made the to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the University's sole option.

BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

SPECIFICATIONS. Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the University) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the University of Rhode Island, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the University of Rhode Island Purchasing Office PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the University of Rhode Island Purchasing Office, shall be considered a binding contract.

REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND BOARD OF GOVERNORS FOR HIGHER EDUCATION CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws, including the Board of Governors for Higher Education General Terms and Conditions of Purchase. The regulations, General Terms and Conditions are incorporated into all University of Rhode Island contracts and can be viewed at: www.purchasing.ri.gov.

ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state/University of Rhode Island.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Management Office at the University of Rhode Island.

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid Proposals** that do not include a copy for public inspection will be deemed nonresponsive.

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx

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ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate	Yes (Y) or	No	(N)	:
illulcate	162	11 01	140	114	

- N_1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.
- N 2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.
- N 3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.
- Y 4 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.
- Y_5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe," and (2) RIGL section §37-2-7(16) which identifies the Board of Governors for Higher Education as a public agency and gives binding contractual authority to the University Purchasing Agent, including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the University of Rhode Island may be disregarded and shall not be binding on the University of Rhode Island.
- Y 6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.
- Y 1/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.
- Y 8 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y_9 l/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
- Y_10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (http://www.purchasing.ri.gov) and the Board of Governors Website (www.ribghe.org/procurementregs113006.pdf) apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein.
- Y_11 l/we certify that 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.
- N_12 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category:______
- Y 13 I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 – 11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature: Bid Number: 100047 Date: 11/19/14

(Person Authorized to enter into contracts; signature must be in ink) Salvatore Torregrossa, President (401) 943-0110

Print Name and Title of Company official signing offer Telephone Number

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DOCUMENT 00100 – INVITATION TO BID

NOTICE TO CONTRACTORS - BID NO. 100047

Date: 10/24/14

Project: Tootell Wrestling Room Cooling

University of Rhode Island, Kingston Campus

Project Description: Install a new rooftop unit, and modify existing duct, to provide cooling for the

Tootell Wrestling Room

Completion Time: 90 calendar days after issuance of Purchase Order

Owner: Rhode Island Board of Education, University of Rhode Island,

and the State of Rhode Island

Purchaser: University of Rhode Island, Purchasing Office

Design Agent: Creative Environment Corp.

Consulting Engineers 50 Office Parkway

East Providence, RI 02914

401.438.7733

The **Owner** is soliciting bids for the Tootell Wrestling Room Cooling on the Kingston Campus of the University of Rhode Island, in accordance with the plans and specifications dated November 8, 2013.

Sealed proposals addressed to the **Purchaser** shall be received on or before the date and time specified below. At that time they will be opened and read aloud in public.

General Contractors are invited to submit an offer under seal to the Purchaser at the appropriate address, for construction of the above Project, on or before:

Date: November 14, 2014 at Time: 3:00

Mail to: Deliver via courier to:

University of Rhode Island
P.O. Box 1773

University of Rhode Island
Purchasing Department

Purchasing Department Dining Services Distribution Center

Plains Road 581 Plains Road Kingston, RI 02881 Kingston, RI 02881

NOTE: Plans and specifications are available to download from the RI Division of Purchases website at www.purchasing.ri.gov. Select Solicitation Opportunities > Other Solicitation Opportunities and then search by the bid number indicated above.

A certified check or **Bid Bond** payable to the University of Rhode Island in an amount equal to Five Percent (5%) of the proposal shall be submitted with the bid.

A **Performance** and **Payment Bond** equal to one hundred percent (100%) of the contract price with a surety company registered and licensed in the State of Rhode Island shall be required of the successful bidder.

This project is subject to terms, conditions and provisions of the Rhode Island General Laws Chapter 37-14.1 et. Seq, and regulations promulgated thereunder, which require that ten percent (10%) of the dollar value of work performed on the project be performed by minority business enterprises, and prevailing wage rates to be paid under the Contract for this project must be in accordance with those prevailing wages on file in the Rhode Island Department of Labor, Office of the Director.

Bidders are also subject to the terms, conditions, and provisions of Chapters 2, 12, and 13 of Title 37, general laws of the State of Rhode Island, 1956 as amended, including apprentice requirements of 13-3.1.

Refer to Documents 00200 –Instructions to Bidders and 00210 – Supplemental Instructions to Bidders for specific Bidding requirements including additional State and Federal mandates.

The **Purchaser** reserves the right to waive any technicalities in the bids, award in the best interest of the University, and accept or reject any or all offers.

The Owner will hold a mandatory pre-bid conference as indicated on the cover page of this bid proposal.

END OF DOCUMENT

Creative Environment Corp. CEC #20130039

Tootell Wrestling Room Cooling URI Project #KC.A. TOOT. 2013.001

DOCUMENT 00410 - BID FORM

Date:

10/24/14

To:

University of Rhode Island

Purchasing Office

581 Plains Road, Kingston, RI 02881

Project:

Tootell Wrestling Room Cooling

University of Rhode Island, Kingston Campus

Submitted by: (include address,

tel. & FAX nos.)

Tower Construction Corp.

288 Lincoln Avenue

Warwick, RI 02888

(401)943-0110 & (401)944-4041

1. BID

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents prepared by Lamborghini/Feibelman Ltd., Architect for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

One	hundred	thirty-one	thousand	four	hundred	(\$	131,400.00	.)
(writt	ten, and						numerically)	

We have <u>included</u> the specified Allowances, from Section 01200 in Division 1 of the Specifications, in the above Bid Sum as follows:

HVAC Balancing and Testing	\$3,000.00
Electrical Unforeseen Conditions	\$ 2,000.00
Mechanical Unforeseen Conditions	\$5,000.00
Structural Engineering	\$ 5,000.00
Total Allowances	\$15,000.00

We have <u>included</u> the required Bid security in the above Bid Sum.

We have **included** 100% Payment and Performance Bonds in the above Bid Sum.

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date. If the Owner accepts this bid 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.

Creative Environment Corp. CEC #20130039

Tootell Wrestling Room Cooling URI Project #KC.A. TOOT. 2013.001

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 as damages 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.

3. LIQUIDATED DAMAGES - TIME IS OF THE ESSENCE

If we fail to achieve certification of Substantial Completion or Final Completion at the expiration of the agreed upon Contract Times indicated above, we acknowledge we will be assessed Liquidated Damages for each calendar day the project continues to be in default of Substantial Completion, as follows:

\$ 500 per calendar day.

4. CONTRACT TIME

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

- Start of Construction
- Substantial Completion
- Final Completion

7 calendar days after receipt of a purchase order 90 calendar days after receipt of purchase order 210 calendar days after receipt of a purchase order

5. ADDENDA

The following Addenda have been received, and inserted into the Project Manual where as indicated in Document 00010 – Table of Contents. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated _	11/06/14	<u> </u>
Addendum No. 2, dated _		•

6. REQUIREMENT FOR REGISTRATION NUMBER

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for the work to be performed by this firm as prime contractor is:

BIDDER'S CONTRACTOR REGISTRATION NUMBER:	1387	
--	------	--

7.	BID FORM SIGNATURE(S)	
	On next page	

Creative Environment Corp. CEC #20130039

Tootell Wrestling Room Cooling URI Project #KC.A. TOOT. 2013.001

(Bidder's name)

Bv:	Salvatore	Torregrossa	BAN,

Title: President

Corporate Seal:

END OF DOCUMENT

URI Bid# 100047 BID FORM 00410-3

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 <u>www.dlt.ri.gov</u> 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 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
- 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 ADDENUM and understand my obligations as stated above.

Ву:	Salvatore	Torregrossa	
Title	: Presiden	t	

Subscribed and sworn before me this 19 day of November 2014

Motary Public My commission expires: 07/04/2017

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.

APPRENDIX 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 depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

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

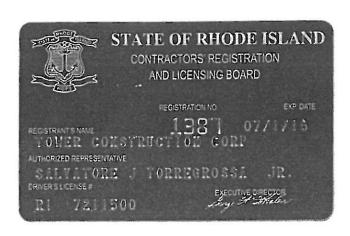
Form W-9 (Rev. 3/7/11)

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

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (SIN) WHERE INDICATED.

227021 NOTICE SO WITH TOOK EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.									
Enter your texpayer identification number in Social Security No. (SSN) Employer ID No. (EIN) the appropriate box. For most individuals,									
this is your social security number.									
AME Tower Construction Corp.									
ADDRESS 288 Lincoln Avenue									
(REMITTANCE ADDRESS, IF DIFFERENT)									
CITY, STATE AND ZIP CODE Warwick, RI 02888									
CERTIFICATION: Under penalties of perjury, I certify that:									
 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 I am not subject to backup withholding because either: (A) I have not been notified by the internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding. 									
Certification instructions — You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).									
PLEASE SIGN HERE									
SIGNATURE DATE President DATE 11/19/14 TEL NO. 401.943.0110									
BUSINESS DESIGNATION:									
Please Check One: Individual . Medical Services Corporation . Government/Nonprofit Corporation .									
Pertnership Corporation XX Trust/Estate Legal Services Corporation									
NAME: Be sure to enter your full and correct name as listed in the IRS file for you or your business.									
ADDRESS, CITY, STATE AND ZIP CODE: Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following: Same T.I.N. with more than one location attach a list of location addresses with remittance address for each location and indicate to which location the year-end tex information return should be mailed. Different T.I.N. for each different location submit a completed W-9 form for each T.I.N. and location. (One year-end tex information return will be reported for each T.I.N. and remittance address.)									
CERTIFICATION Sign the certification, enter your title, date, and your telephone number (including area code and extension).									
BUSINESS TYPE CHECK-OFF - Check the appropriate box for the type of business ownership.									

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



1387

7/1/16

Client#: 745738

TOWERCON10

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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).

_	certificate holder in lieu of such endorsement(s).											
PRODUCER USI Insurance Services LLC C/L							CONTACT NAME:					
			S LLC C/L				PHONE (A/C, No, Ext): 401 885-5700 FAX (A/C, No): 877 484-4772					
		Post Road					E-MAIL ADDRE	33 :				
		ox 1158	-40				INSURER(S) AFFORDING COVERAGE NAIC				NAIC #	
Ea	St G	reenwich, RI 02	818				INSUR	ER A : Selecti	ve Insuranc	ce Company of		11867
INS	NSURED Towns Company of the Comme						INSURI	RB: Beaco	n Mutual Ins	surance Company		24017
	Tower Construction Corp.						INSURI	ER C :				
		288 Lincoln					INSURI	RD:				
		Warwick, RI	02888				INSURI	ERE:				
							INSURE					
CO	VER	AGES	CER	TIFIC	ATE	NUMBER:				REVISION NUMBER:		
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INSR LTR		TYPE OF INSU	RANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	_	NERAL LIABILITY		X	X	S209306300		02/27/2014	02/27/2015		\$1,00	0.000
	X	COMMERCIAL GENERA	AL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300.	1000000000
		CLAIMS-MADE	X occur	ŀ						MED EXP (Any one person)	\$5,00	
	X	PD Ded:5,000								PERSONAL & ADV INJURY	\$1,00	
										GENERAL AGGREGATE	\$2,00	
	GEI	N'L AGGREGATE LIMIT A	PPLIES PER:							PRODUCTS - COMP/OP AGG	\$2,000	
		POLICY X PRO-	LOC								\$	
Α	AUT	TOMOBILE LIABILITY		X	X	S209306300		02/27/2014	02/27/2015	COMBINED SINGLE LIMIT (Ea accident)	s1,000	0.000
	X	ANY AUTO								BODILY INJURY (Per person)	\$	•
		ALL OWNED AUTOS	SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS X	NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
											\$	
Α	X	UMBRELLA LIAB	OCCUR			S209306300		02/27/2014	02/27/2015	EACH OCCURRENCE	\$5,000	0.000
		EXCESS LIAB	CLAIMS-MADE							AGGREGATE	s5,000	
			n s10,000								\$	
В		RKERS COMPENSATION EMPLOYERS' LIABILITY	,			69604		06/02/2014	06/02/2015	X WC STATU- OTH-		
		PROPRIETOR/PARTNER CER/MEMBER EXCLUDE	VEXECUTIVE TIN	N/A							\$1,000	.000
	(Mar	datory in NH)		"'^						E.L. DISEASE - EA EMPLOYEE		
	DES	describe under CRIPTION OF OPERATION	NS below						Ī	E.L. DISEASE - POLICY LIMIT		
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		Tower Cons	truction			1	SHOU	JLD ANY OF TI	HE ABOVE DE	SCRIBED POLICIES BE CAN	NCELLE	D BEFORE
		288 Lincoln					ACCO	EXPIRATION RDANCE WIT	DATE THEF	REOF, NOTICE WILL BE JCY PROVISIONS.	DELIV	ERED IN
		Warwick, RI					,,,,,,	DANGE 111	INE FUL	ao, providions.		[
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								94	200 0040 40			

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Tower Construction Corp.

288 Lincoln Ave., Warwick, RI 02886 as Principal, hereinafter called the Principal, and

North American Specialty Insurance Company

650 Elm Street, Manchester, NH 03101

a corporation duly organized under the laws of State of NH

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

University of Rhode Island

581 Plains Road, Suite 3, Kingston, RI 02881 as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid

Dollars (\$

),

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

Renovations to Tootell Wrestling Room Bid/RFP #100047

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

Signed and sealed this

14th of November

2014 .

(Witness)

Tower Construction Corp.

(Seal)

BY:

Salvatore Torregrossa (Title) President

North American Specialty Insurance Company

(Şurety)

(Principal)

(Title) Attorney-in-Fact

(Witness)

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: University of Rhode Island

Bond Amount: See Bond Form

Bond Description: Renovations to Tootell Wrestling Room Bid/RFP #100047

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."



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

David M. Layman, Vice President of Washington International Insurance Company & 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 25th day of May 20 12.

> North American Specialty Insurance Company Washington International Insurance Company

State of Illinois County of Cook

ss:

On this 25th day of May 20 12, 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 David M. Layman Vice President of Washington International Insurance Company and 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.

> 'OFFICIAL SEAL" DONNA D. SKLENS Notary Public, State of Illinois My Commission Expires 10/06/2015

Donna D. Sklens, Notary Public

, 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 14th day of

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &

Assistant Secretary of North American Specialty Insurance Company