

Quasi-Public
University of Rhode Island

SECTION 1 – RIVIP VENDOR INFORMATION

Bid/RFP Number: 100185A2
Bid/RFP Title: URI DORM PLUMBING AND HEATING RENOV.
Bid Contact Person: PURCHASING
Bid Contact Phone: 401-874-2171
Opening Date & Time: 2/11/2016 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

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at www.purchasing.state.ri.us. It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/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 that the above vendor information is correct and complete.

Date February 11, 2016

Salvatore Torregrossa - President

Print Name and Title of company official signing offer



BID/PROPOSAL

COMMODITY: URI DORM PLUMBING AND HEATING RENOV. DATE: 1/14/2016
FORMAL BID NO. _____ PUBLIC BID NO. 100185 RFP NO. _____
BIDS ARE TO BE RECEIVED IN URI PURCHASING DEPARTMENT BY: DATE: 2/2/2016 TIME: 3:00 PM

BUYER: TRACEY ANGELL/dz  SURETY REQUIRED: YES: X NO: _____


PRE-BID/PROPOSAL CONFERENCE: DATE: 1/21/2016 TIME: 9:00 AM
MANDATORY: YES: X NO: _____

LOCATION: URI FAYERWEATHER HALL, ROOM 032 (BASEMENT), KINGSTON CAMPUS, RI 02881

BE SURE ALL INFORMATION SHOWN BELOW IS CORRECT.
FEDERAL EMPLOYER IDENTIFICATION NUMBER MUST BE INCLUDED.

COMPANY NAME: Tower Construction Corp FEIN: 05-0479435
STREET AND NUMBER: 288 Lincoln Avenue
CITY, STATE & ZIP CODE: Warwick, Rhode Island 02888
ORDERING E-MAIL ADDRESS: estimating@towerconstructioncorp.com

No offer will be considered that is not accompanied by the attached University of Rhode Island Bidder Certification Form/Contract Offer completed and signed by the offeror.

Salvatore Torregrossa President 401.943.0110/401.944.4041
Print Name and Title Telephone Number/Facsimile Number
 February 2, 2016 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.

Award will be made 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.ribghe.org/procurementregs113006.pdf and 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>

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):

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 7 I/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 I/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 I/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: 100185 Date: February 2, 2016
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Salvatore Torregrossa President

Print Name and Title of Company official signing offer Telephone Number

Solicitation # : 100185
Solicitation Title: URI DORM PLUMBING AND HEATING REPLACEMENT

BID FORM

To: The University of Rhode Island, Purchasing Office
10 Tootell Road, Kingston, RI 02881

Project: Fayerweather and Gorham Halls
Plumbing and Heating Replacement
The University of Rhode Island
Kingston Campus, Kingston RI 02881

Bidder:

Tower Construction Corp

Legal name of entity

288 Lincoln Avenue Warwick, RI 02888

Address

Salvatore Torregrossa estimating@towerconstructioncorp.com

Contact name

Contact email

401.943.0110

401.944.4041

Contact telephone

Contact fax

1. BASE BID PRICE

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

\$ 3,777,000.00

(Base Bid Price *in figures* printed electronically, typed, or handwritten legibly in ink)

---Three Million Seven Hundred Seventy-Seven Thousand and 00/100 Dollars---

(Base Bid Price *in words* electronically, typed, or handwritten legibly in ink)

Solicitation # : 100185
Solicitation Title: URI DORM PLUMBING AND HEATING RENOVATIONS

- **ALLOWANCES**

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

1. Haz Mat Removal and Disposal at concealed existing locations:	\$40,000.00
2. Structural repairs at concealed existing locations:	\$60,000.00
3. Replacement of damaged existing bathroom fixtures:	\$20,000.00
4. Fire stopping at concealed existing locations:	\$40,000.00
5. Masonry repairs and patching at concealed existing locations:	\$20,000.00
Total Allowances:	<u>\$180,000.00</u>

- **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 2.1.16

Addendum No. 2, dated 2.1.16

2. ALTERNATES - Not Applicable

3. UNIT PRICES –

Provide unit prices for the following fixtures and products to be replaced if damaged:

Unit Price 1- Toilet Bowl: American Standard 3451.160 w/elongated open front seat
\$ 750.00

Unit Price 2 – Flush Valve: Sloane Flushometer Royal Model 111, 1.6 gal
\$ 500.00

Unit Price 3 – Solid Surface Countertop with Integral Lavs., Backsplash and Shelf
\$ 3,500.00

Solicitation # : 100185
Solicitation Title: URI DORM PLUMBING AND HEATING RENOVATIONS

Unit Price 4 – Faucet: re-build faucet if damaged
\$ 500.00

4. CONTRACT TIME

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

- Start of Construction..... May 23, 2016
- Substantial Completion..... August 12, 2016
- Final Completion..... August 22, 2016

5. LIQUIDATED DAMAGES

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for **each** calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: **One Thousand Five Hundred Dollars (\$1500.00) per day.**

BID FORM SIGNATURE(S)

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

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

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

Date: February 11, 2016

BIDDER

Tower Construction Corp

Name of Bidder

Signature in ink

Salvatore Torregrossa - President

Printed name and title of person signing on behalf of Bidder

1387

Bidder's Contractor Registration Number

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

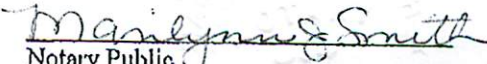
Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

CERTIFICATION

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

By: 
 Title: Salvatore Torregrossa
President

Subscribed and sworn before me this 11 day of 2, 2016.


 Notary Public
 My commission expires: July 4, 2017

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, Kingston, RI 02881
as Obligee, hereinafter called the Obligee, in the sum of

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

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

Fayerweather and Gorham Halls Plumbing and Heating Replacement Project #KC.R.MISC.2014.003

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 2nd of February, 2016.

[Signature]
(Witness)

Tower Construction Corp.
(Principal) (Seal)

BY: [Signature]
Salvatore Torregrossa (Title) President

North American Specialty Insurance Company
(Surety)

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



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

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

Principal: Tower Construction Corp.

Bond Number: Bid Bond

Obligee: University of Rhode Island

Bond Amount: See Bond Form

Bond Description: Fayerweather and Gorham Halls Plumbing and Heating Replacement Project #KC.R.MISC.2014.003

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

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

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

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

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



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



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

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

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

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



[Signature]
M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of February, 2016.

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

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 \$60 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (T.I.N.)

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

Social Security No. (SSN)

Employer ID No. (EIN)

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05	0479435
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NAME Tower Construction Corp.

ADDRESS 288 Lincoln Avenue

(REMITTANCE ADDRESS, IF DIFFERENT) _____


CITY, STATE AND ZIP CODE Warwick, RI 02888

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

PLEASE SIGN HERE

SIGNATURE  TITLE President DATE 2/5/16 TEL NO. 401.943.0110

BUSINESS DESIGNATION:

Please Check One: Individual Medical Services Corporation Government/Nonprofit Corporation
Partnership Corporation Trust/Estate Legal Services Corporation

NAME: Be sure to enter your full and correct name as listed in the IRS file for you or your business.

ADDRESS, CITY, STATE AND ZIP CODE: Enter your primary business address and remittance address (if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

CERTIFICATION -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

BUSINESS TYPE CHECK-OFF -- Check the appropriate box for the type of business ownership.

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



**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: 100185

Bid/RFP Title: URI Dorm Plumbing and Heating

RIVIP Vendor ID#: 6755

Vendor Name: Tower Construction Corp.

Address: 288 Lincoln Avenue Warwick, RI 02888

Telephone: 401.943.0110

Fax: 401.944.4041

E-Mail: estimating@towerconstructioncorp.com

Contact Person and Title: Salvatore Torregrossa, President

Tower Construction Corp. (Company Name & Address) (hereafter "bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13-3.1 because bidder meets one of the following qualifications (check):

- A. Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);
- B. Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);

- C. _____ Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D. _____ Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E. _____ Bidder will not perform work on the awarded contract except through subcontractors (non performance);
- F. _____ Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

Salvatore Torregrossa, Pres
Printed Name and Title of Authorized Representative

February 2, 2016
Date


Signature of Authorized Representative



STATE OF RHODE ISLAND

CONTRACTORS' REGISTRATION
AND LICENSING BOARD

REGISTRATION NO.

EXP DATE

REGISTRANT'S NAME

1387 07/1/16

TOWER CONSTRUCTION CORP

AUTHORIZED REPRESENTATIVE

SILVITORE J TORREGROSSA JR.

DRIVER'S LICENSE #

RI 7211500

EXECUTIVE DIRECTOR

Ray F. Mahan

1387

7/1/16

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/04/2015

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).


PRODUCER USI Insurance Services LLC C/L 5700 Post Road P.O. Box 1158 East Greenwich, RI 02818	CONTACT NAME: _____
	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 877 484-4772 E-MAIL ADDRESS: _____
INSURED Tower Construction Corp. 288 Lincoln Avenue Warwick, RI 02888-2018	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Selective Insurance Company of 11867
	INSURER B : Crum & Forster Ins Co 42471
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:250 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X X	S209306300	02/27/2015	02/27/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPOP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	S209306300	02/27/2015	02/27/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		S209306300	02/27/2015	02/27/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	4087265832	06/02/2015	06/02/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Property		S209306300	02/27/2015	02/27/2016	\$100,000 leased/rented equipment

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

CERTIFICATE HOLDER Tower Construction Corp. 288 Lincoln Avenue Warwick, RI 02888	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 
--	--



Rhode Island Department of Labor and Training

Apprenticeship



.....the world's oldest formal system of learning

STANDARDS OF APPRENTICESHIP

For the Trade(s): Laborer Terms: 2 - 4000
Carpentry 4 - 8000

FORMULATED
BY:

TRAINING PROGRAM SPONSOR: Tower Construction Corp

ADDRESS: 288 Lincoln Avenue Warwick, RI 02888

WITH THE ASSISTANCE of

the STATE OF RHODE ISLAND APPRENTICESHIP COUNCIL

Rhode Island Department of Labor & Training
Building #70 1511 Pontiac Avenue,
POB # 20247 Cranston, RI 02920-0943

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FOREWORD

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE -shall mean the State of Rhode Island.

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

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

SECTION I TERM OF APPRENTICESHIP

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

SECTION II SCHEDULE OF WORK PROCESSES

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

SECTION III RELATED INSTRUCTION

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

SECTION IV a WAGES

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

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

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

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

Craftworker's wage rate as of 3/6/14 is 620.83

SECTION IV b HOURS OF WORK

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

SECTION V PERIODIC EVALUATION

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

SECTION VIa RATIO OF APPRENTICES

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

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

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

SECTION VI b SAC WAIVER

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

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

SECTION VII PROBATIONARY PERIOD

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

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

SECTION VIII SAFETY

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

SECTION IX APPRENTICE MINIMUM QUALIFICATIONS

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

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

SECTION X APPRENTICE AGREEMENT

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

SECTION XI CREDIT FOR PREVIOUS EXPERIENCE

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

SECTION XII CONTINUOUS EMPLOYMENT

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

SECTION XIII SUPERVISION OF APPRENTICES

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

SECTION XIV RECORDS

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

SECTION XV a EXTENSION OF ESTIMATED COMPLETION DATES

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

SECTION XV b CERTIFICATE OF COMPLETION

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

SECTION XVI REGISTRATION AGENCY

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

SECTION XVII DEREGISTRATION OF REGISTERED PROGRAM

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

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

B. Deregistration by Council

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

SECTION XVIII REINSTATEMENT OF PROGRAM REGISTRATION

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

SECTION XIX COMPLAINTS

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

SECTION XX CHANGES IN STANDARDS

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

SECTION XXI GENERAL PROVISIONS

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

APPROVED BY:

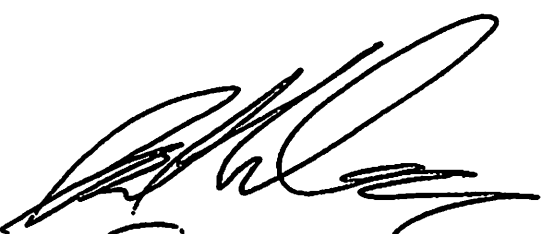

APPROVED AND ACCEPTED:

BY: 

TITLE: Project Manager

DATE: 3-6-14

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

SUPERVISOR OF APPRENTICESHIP AND TRAINING (DLT/SAC)



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



INFORMATIONAL DATA SHEET

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

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

Company
 Company: Tower Construction Corp
Al Poulos
(Print name of authorized representative)
 Title: Project Manager
 Date: 2-26-14

Union Affiliation
 Union: _____
(Print name of authorized representative)
 Title: _____
 Date: _____

Signature of Authorized Representative: Al Poulos

RI Apprentice #: 22017

RI SAC Program #: 2939



State of Rhode Island Apprenticeship Agreement

RECEIVED

MAY 22 2014

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

RECEIVED
MAR 31 2014
Returned By Ratio JR 41114



TOWER CONSTRUCTION CORP.

INSTRUCTIONS: Please complete application and submit the following to the address listed above: two (2) passport-size photos, a company ratio sheet, proof of related instruction school enrollment, and a check or money order in the amount of \$24.00 Failure to complete application or not provide required documents will delay processing.

Gender:	Race:	Highest Education Level:	Veteran Status:
Male <input type="radio"/>	American Indian or Alaskan native <input type="radio"/>	GED <input type="radio"/>	Veteran <input type="radio"/>
Female <input type="radio"/>	Asian <input type="radio"/>	High School Graduate <input type="radio"/>	Non-Veteran <input checked="" type="radio"/>
Ethnic Group:	Black or African American <input type="radio"/>	Post Secondary or <input type="radio"/>	
Hispanic or Latino <input type="radio"/>	Native Hawaiian or <input type="radio"/>	Technical Training <input type="radio"/>	
Not Hispanic or Latino <input checked="" type="radio"/>	other Pacific Islander <input type="radio"/>		
	White <input type="radio"/>		

CR# 24167
3/31/2014
\$24.00

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

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

Mariusz Mosciszko, D.O.B. 6-1-1965 S.S. #: _____
(NAME OF APPRENTICE) (MONTH) (DAY) (YEAR)

hereinafter referred to as the APPRENTICE, and (if a minor) _____
(NAME OF PARENT OR GUARDIAN)

WITNESSED THAT THE SPONSOR AND THE APPRENTICE DESIRE to enter into an agreement of apprenticeship and, therefore, in consideration of the premise and the mutual covenants herein contained, do hereby mutually covenant and agree as follows.

THAT THE SPONSOR AGREES to be responsible for the selection, placement and training of the APPRENTICE in the trade or craft of Carpenter, a(n) 8000 hour program, as work is available, in conformity with the terms and conditions set forth in the apprenticeship, standards currently in effect and made part hereof;

THAT THE APPRENTICE AGREES to perform diligently and faithfully the work of the trade or craft during the period of apprenticeship, in conformity with the terms and conditions set forth and made a part hereof;

THAT THE APPRENTICESHIP TERM BEGINS on the 31 day of March, 20 14, with 0 hours credit for previous experience and terminates upon the satisfactory completion of _____ hours of employment for said SPONSOR in said trade or craft with projected completion date on the 31 day of March, 20 18, as stipulated in the apprenticeship standards currently in effect;

THAT EITHER PARTY MAY TERMINATE without cause the agreement during the probationary period as provided for herein, by submitting written notification of termination to the registration agency; that after the probationary period, the agreement may be suspended, cancelled, or terminated for good cause with due notice to the APPRENTICE and a reasonable opportunity for corrective action and with written notice to the APPRENTICE and the registration agency of the final action taken;

THAT IF THE REGISTRATION OF THE PROGRAM HAS BEEN CANCELLED OR REVOKED, the Apprentice shall be notified by the SPONSOR within 15 days of the cancellation or revocation;

1
THAT THE PARTIES AGREE THAT THE RHODE ISLAND DEPT. OF LABOR AND TRAINING is the appropriate authority designated under the program to receive, process and make disposition of controversies or differences arising out of the apprenticeship agreement when the controversies or differences cannot be adjusted locally or resolved in accordance with the established trade procedure or applicable collective bargaining provisions;

THAT THE SPONSOR AGREES THAT THE APPRENTICE shall be given equal opportunity in all phases of apprenticeship employment and training without discrimination because of race, color, religion, national origin, or sex in accordance with the State Plan for Equal Employment Opportunity in Apprenticeship, and Title 29 or the Code of Federal Regulations, part 30, as amended.

THAT THE STANDARDS OF THE APPRENTICESHIP PROGRAM, as it exists on the date of the agreement and as it may be amended during the period of the agreement, is incorporated and made part of this agreement; and the **APPRENTICE** shall be given an opportunity to read the **SPONSOR'S** approved standards prior to signing that apprenticeship agreement;

SCHEDULES AND STANDARDS

Number of hours of On-The-Job training provided 8000
 Length of Probationary Period 1000
 Hours of Related Technical Instruction required per year 144 minimum
 Related Training Instruction Source _____
 Related Instruction shall be compensated Yes No
 The Progressive Wage Scale to be paid: (State in percentages of the Journey person's hourly rate)

1 st	<u>50000</u> hours	<u>50</u> %	6 th	<u>1000</u> hours	<u>75</u> %
2 nd	<u>1000</u> hours	<u>55</u> %	7 th	<u>1000</u> hours	<u>80</u> %
3 rd	<u>1000</u> hours	<u>60</u> %	8 th	<u>1000</u> hours	<u>85</u> %
4 th	<u>1000</u> hours	<u>65</u> %	9 th	<u>1000</u> hours	<u>90</u> %
5 th	<u>1000</u> hours	<u>70</u> %	10 th	<u>1000</u> hours	<u>95</u> %

The Journey person's hourly rate on _____, was 25.00

If the program's wage rate is not established by a collective bargaining agreement, indicate in dollars and cents the average Journey person's hourly rate.

If the Sponsor is an association, state the name of the participating employer: _____

Schedule of ON-THE-JOB-TRAINING work processes to be taught and the approximate time for each process, attached as Appendix I and made a part hereof.

THIS AGREEMENT IS SUBJECT TO APPROVAL BY THE RHODE ISLAND DEPT. OF LABOR AND TRAINING

IN WITNESS WHEREOF, the parties hereunto affix their signatures.

[Signature]
 (SIGNATURE OF APPRENTICE)

[Signature]
 (SIGNATURE OF AUTHORIZED REPRESENTATIVE)

475 SANWOOD DR HARRISVILLE 02830 RI
 (STREET ADDRESS, CITY/TOWN, STATE, ZIP CODE)

2158 Plainfield Pike Coonston RI
 (STREET ADDRESS, CITY/TOWN, STATE, ZIP CODE)

401 338-7381
 (TELEPHONE NUMBER)

401 943 040
 (TELEPHONE NUMBER)

 (GUARDIAN)

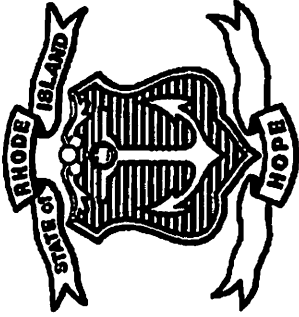
 (APPROVED BY: JOINT APPRENTICESHIP COMMITTEE)

[Signature]
 (Signature and Title of Authorized Official)

FOR DLT USE ONLY
 REGISTERED WITH RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

4/22/2014
 (Date)

STATE OF RHODE ISLAND



APPRENTICESHIP COUNCIL

Certificate of Registration

For the Trade Classification of

Const. Craft Laborer/Carpenter

TOWER CONSTRUCTION CORP.

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

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

Rhode Island Apprenticeship Council

William F. Blawie

Chairman

2239

Program Number