



# Rhode Island Airport Corporation

February 19, 2013

## INVITATION FOR BID NO. 24895 RELOCATION OF HANGAR UTILITIES - 644 & 596 AIRPORT ROAD T. F. GREEN AIRPORT

### INTRODUCTION

The Rhode Island Airport Corporation (RIAC) is seeking bids for the relocation of utilities serving both 644 Airport Road (Hangar 1) and the hangar located at 596 Airport Road, Warwick, RI.

**A mandatory pre-bid meeting and site visit will be held at 10:00 a.m., February 27, 2013 at T. F. Green Airport, 2000 Post Road, Warwick, RI.** A mandatory site visit of the construction site is scheduled immediately after the Pre-Bid Conference. No other scheduled tours or visits of the project site will be conducted.

All attendees **must** complete the Visitor Badge Application and return no later than 72 hours prior to the pre-bid conference in order to participate in the site walk-thru following the meeting. Attendees who do not complete this form will not be permitted to attend this portion of the pre-bid conference. Forms may be obtained by contacting the Badging Office @ 401-691-2270 and 401-691-2256.

RIAC reserves the right to waive any irregularities and to reject any and all bids on any basis without disclosing the reason.

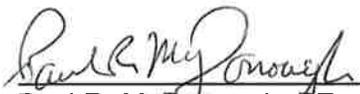
Sealed bids will be received at: Rhode Island Airport Corporation, Office of Administration, Attention: Laurie A. Sirois, Grants & Contracts Administrator, 3<sup>rd</sup> Floor, T. F. Green Airport, 2000 Post Road, Warwick RI 02886-1533.

**Due date for bids is no later than 2:00 p.m., March 12, 2013**, at which time they will be publicly opened. Bids must be in a sealed envelope clearly marked "**Relocation of Hangar Utilities – Contract No. 24895**". RIAC will not accept late bids under any circumstances. All costs incurred in connection with responding to this Invitation for Bids (IFB) shall be borne by the bidder.

Questions concerning this bid should be directed to Laurie Sirois, Grants and Contracts Administrator in writing via fax (401) 691-2560 or e-mail at [lsirois@pvdairport.com](mailto:lsirois@pvdairport.com) no later than **4:00 p.m., March 1, 2013**. RIAC's response to questions concerning this IFB may be shared with each responsive proposing firm to ensure equal awareness of important facts and details.

The successful bidder must hold the bid price for ninety days from bid opening date, and may not withdraw their bid for at least thirty days after the time and date set for the receipt of bids. The contract duration is **60 calendar days** from NTP.

Procedures respecting bids and the selection of Contractors shall be in conformity with Title 37, Chapter 2 of the General Laws of the State of Rhode Island and RIAC procurement rules.

  
Paul R. McDonough, PE  
Vice President of Engineering

  
Brian C. Schattle, CPA  
Chief Financial Officer/Purchasing Agent

## **SPECIFICATIONS**

The scope of work includes, but is not limited to investigation, analysis, design, and construction services for the relocation of some or all of the following utilities serving the hangars at Hangar 1 and 596 Airport Road, as applicable; National Grid Electric, National Grid Gas, City of Warwick Water, Verizon, Cox Communications, and the Federal Aviation Administration (FAA). The primary purpose of this project is to ensure that all utility services to the hangar at 596 Airport Road are separated from Hangar 1 wherever services, connections, and/or feeds currently are shared between the two structures. The other purpose of this project is to identify and relocate all communication services (Verizon, Cox and/or FAA) that may currently run into or through Hangar 1 but serve entities other than current tenants. These other entities may include the FAA, RIAC, and potentially unknown users. The goal of this project is successful utility relocation as generally described above while maintaining all active services at both buildings. In addition, Hangar 1 and 596 Airport Road utilities shall each be independent so that Hangar 1 may eventually be demolished (by others).

**All work required to keep the utilities at Hangar 1 and 596 Airport Road active shall be performed in such a way that there is no disruption to service during normal business hours.**

The work items include, but are not limited to:

- Investigate all existing utility connections to both Hangar 1 and 596 Airport Road.
- Determine which, if any, utilities serving Hangar 1 are no longer active and will not need relocation, but can simply be terminated under the eventual demolition contract for Hangar 1.
- For utilities that require relocation or new services (for 596 Airport Road), determine the most sensible location to tie in (existing laterals on airport property preferred, where possible), with consideration given to cost, disturbance, and avoidance of utility mains.
- Install new services and tie-ins (for 596 Airport Road) where required, including coordination and certification that any/all work that may require installation by the utility company themselves is complete.
- Perform all required work to the interior and exterior of the structure at 596 Airport Road in order to complete the connections of any new or relocated services.
- Maintain all necessary existing utilities to Hangar 1 during this contract.
- Coordinate with RIAC and all tenants as required to complete the work.
- Coordinate with each respective utility company as necessary to complete the work. This includes all coordination necessary to complete this project that pertains to work performed solely by each respective utility company. NOTE: Successful bidder is responsible **only** for the utility company coordination required to complete any "self-performing" work. All direct costs from each respective utility company for their "self-performing" work will be directly paid for by RIAC, and shall not be included in the bid.

Known utilities (and potential properties) involved in this project are as follows; NOTE: The following information has not been verified and is not guaranteed, but offered to aid in the bidding of this project; any new information RIAC receives during the bidding of this project will be disseminated at that time:

- City of Warwick Water – it is believed that the water service to 596 Airport Road may originate from Hangar 1.
- National Grid Gas— it is believed that the gas service to 596 Airport Road may originate from Hangar 1; National Grid Gas is in the process of trying to obtain further information.

- National Grid Electric – electrical transformers exist in front of both Hangar 1 and 596 Airport Road; the feed for the transformer in front of 596 Airport Road may come from the transformer in front of Hangar 1, or it may run through the manhole adjacent to the transformer in front of Hangar 1. National Grid Electric is in the process of trying to obtain further information.
- Verizon – numerous phone and data lines currently are shown by Verizon coming into Hangar 1 and RIAC is in the process of identifying the owners and will provide such information when it is obtained. Many of those lines maybe terminated, but some may require relocation if so determined. It is unclear if any of the lines provide connection to 596 Airport Road. One or more circuits may need to remain active to control the power to some of the obstruction lighting on the airport.
- Cox Communications – Cox has indicated that they have service to Hangar 1 and is in the process of trying to identify what it serves.
- FAA – FAA may have some control wiring running through Hangar 1. FAA has indicated they know of an active cable that passes close to the building to the south, but is currently in the process of doing a walk-through of Hangar 1 to further investigate the presence of any active interior wiring.

Completion is defined as certification from the successful bidder that: All utilities serving Hangar 1 and 596 Airport Road have been separated/isolated from one another where necessary; all required remaining utilities either serving or passing through Hangar 1 have been successfully maintained or relocated and remain operational; and all necessary utilities serving 596 Airport Road have been relocated and made operational in such a manner that the eventual demolition of Hangar 1 will not impact them.

**INSURANCE REQUIREMENTS**

Evidence of the following minimum insurance coverage must be provided prior to award:

- a. General Liability limits of \$1,000,000 per occurrence.
- b. Motor Vehicle Liability Insurance with limits of \$1,000,000.
- c. Worker’s Compensation coverage to Rhode Island statutory limits or documentation evidencing an approved self-insurance program.
- d. Umbrella Liability limits of \$10 million excess of \$1,000,000 primary layer for airfield services, otherwise \$5 million.
- e. Errors and Omissions Coverage with minimum limits of \$1,000,000 per occurrence.

RIAC and the State of Rhode Island shall be named as additional insured on all policies of insurance with the exception of Worker’s Compensation insurance.

**BOND REQUIREMENTS**

Payment and Performance Bonds shall be as specified below; only on the Payment and Performance Bond forms, as shown in Exhibit A within this IFB is acceptable.

1. Performance Bond: A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the Contract, as evidenced by the Bid

tabulation or otherwise, guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the Contract Documents. This Bond shall guarantee the repair and maintenance of all defects due to faulty materials and workmanship that appear within a period of one (1) year, or as otherwise specified in the Specifications (whichever is greatest), from the date of final completion and written acceptance of the Work by the Owner.

2. Labor and Material Payment Bond: A good and sufficient bond in an amount equal to one hundred percent (100%) of the total amount of the Contract, as evidenced by the Bid tabulation or otherwise, guaranteeing the full and proper protection of all claimants supplying labor and materials in the prosecution of the Work provided for in said Contract and for the use of each such claimant.
  - A. No Sureties will be accepted by RIAC who are now in default or delinquent on any bonds or who are involved in any litigation against RIAC, and/or the State of Rhode Island (State).
  - B. Should any Surety on the Construction Contract be determined unsatisfactory at any time by RIAC, notice will be given to the Contractor, and the Contractor shall immediately provide a new Surety, satisfactory to RIAC and at no additional cost to RIAC. The Contract shall not be operative nor will any payments be due or paid until approval of the bonds has been made by RIAC.
  - C. The Bidder shall require the Attorney-in-Fact who executes the required bonds, on behalf of the Surety, to affix thereto a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.
  - D. The cost of the bonds shall be included in the bid.

#### **AIRPORT BADGING REQUIREMENTS**

Each employee of the Contractor shall carry an Identification Badge issued by RIAC to be worn in a visible location, as prescribed by the Transportation Security Administration (TSA). The badge is to be worn on their person at all times while performing services on RIAC premises. Operator will be charged a fee of \$80 and a refundable deposit of \$250 for each badge issued and returned.

Identification Badges may not be issued until the Contractor has complied with RIAC and TSA requirements regarding the issuance of Identification Badges including a background check of each prospective employee.

The Contractor shall provide a personal history form for each prospective employee assigned to the contract. Information is to include a 10-year background check as required by the TSA.

#### **CONTRACT AGREEMENT**

RIAC's standard Contract Agreement is attached hereto and incorporated herein by this reference as Exhibit B. RIAC expects the bidder to execute this Agreement.

In addition to the Contract Agreement, all construction work shall be covered by the Project Labor Agreement (PLA) substantially in the form found in Exhibit C.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

Notification is hereby given that the DBE contract goals established for this work (i.e., general construction) is nine point forty-five percent (9.45%).

### **OTHER REQUIREMENTS:**

- Buy American Preferences - Title 49 U.S.C., Chapter 501
- Civil Rights Act of 1964, Title VI (MS Word) - Contractor Contractual Requirements - Title 49 CFR Part 21
- Airport and Airway Improvement Act of 1982, Section 520 (MS Word) - Title 49 U.S.C. 47123
- Lobbying and Influencing Federal Employees (MS Word) - Title 49 CFR Part 20
- Access to Records and Reports (MS Word) - Title 49 CFR Part 18.36
- Disadvantaged Business Enterprise (MS Word) - Title 49 CFR Part 26
- Energy Conservation (MS Word) - Title 49 CFR Part 18.36
- Breach of Contract Terms (MS Word) - Title 49 CFR Part 18.36
- Rights to Inventions (MS Word) - Title 49 CFR Part 18.36
- Trade Restriction Clause (MS Word) - Title 49 CFR Part 30
- Veteran's Preference (MS Word) - Title 49 U.S.C 47112

### **Additional Provisions for Construction Contracts Exceeding \$2,000**

- Davis Bacon Labor Provisions (MS Word) - Title 29 CFR Part 5 (**Updated 2/14/2012**)

### **Additional Provisions for Construction Contracts Exceeding \$10,000**

- Equal Opportunity Clause (MS Word) - Title 41 CFR Part 60-1.4
- Certification of Non-Segregated Facilities (MS Word) - Title 41 CFR Part 60-1.8
- Notice of Requirement for Affirmative Action (MS Word) - Title 41 CFR Part 60-4.2
- Equal Employment Opportunity Specification (MS Word) - Title 41 CFR Part 60-4.3
- Termination of Contract (MS Word) - Title 49 CFR Part 18.36

### **Additional Provisions for Construction Contracts Exceeding \$25,000**

- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (MS Word) - Title 49 CFR Part 29

### **Additional Provisions for Construction Contracts Exceeding \$100,000**

- Contract Workhours and Safety Standards Act Requirements (MS Word) - Title 29 CFR Part 5
- Clean Air and Water Pollution Control (MS Word) - Title 49 CFR Part 18.36(i)(12)

**INVITATION FOR BID NO. 24895  
RELOCATION OF HANGAR UTILITIES - 644 & 596 AIRPORT ROAD  
T. F. GREEN AIRPORT  
RESPONSE FORM**

Responses are **due no later than 2:00 p.m., March 12, 2013**, Attention: Laurie A. Sirois, Grants & Contracts Administrator, Rhode Island Airport Corporation, 3<sup>rd</sup> Floor, 2000 Post Road, Warwick, RI 02886. Vendors may copy/scan these pages to facilitate completing the information, but must return response in this format/order.

The undersigned, on behalf of the bidder, certifies that: This offer is made without previous understanding, agreement or connection with any person, firm, or corporation entering a bid on the same project; is in all respects fair and without collusion or fraud. The person whose signature appears below is legally empowered to bind the company in whose name the bid is entered. They have read the entire document and understand all provisions. If accepted by RIAC this bid is guaranteed as written and amended and will be implemented as stated.

Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Hours \_\_\_\_\_

Taxpayer I.D. Number \_\_\_\_\_

Company Web Site Address \_\_\_\_\_ E-Mail \_\_\_\_\_

General Nature Of Business \_\_\_\_\_

Type or Organization (check one):

Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Incorporated \_\_\_\_\_ Public Corporation \_\_\_\_\_  
Private Corporation \_\_\_\_\_

Minority Business Enterprise \_\_\_\_\_ Woman-Owned Business Enterprise \_\_\_\_\_  
Small Business Enterprise \_\_\_\_\_

Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_ Dealer \_\_\_\_\_ Service \_\_\_\_\_

Number Of Locations \_\_\_\_\_ Number Of Persons Employed \_\_\_\_\_

We Acknowledge Receipt Of These Addenda: No. \_\_\_\_\_, Dated \_\_\_\_\_; No. \_\_\_\_\_, Dated \_\_\_\_\_

Has any person, firm, or corporation entering a proposal on the project been disbarred or suspended by the State of Rhode Island. If so indicate dates and explanation for such.

ALL vendors interested in responding **MUST** provide the following requested information in this format. Additional information may be included on accompanying sheets if necessary.

1. Any additional information necessary to assist RIAC in evaluating your bid may be listed here.

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2. Provide references from at least (3) companies, which have received the proposed or similar services.

a. Name of Facility, Group, Organization or Firm \_\_\_\_\_  
Address \_\_\_\_\_ Contact Person \_\_\_\_\_  
Phone Number \_\_\_\_\_

b. Name of Facility, Group, Organization or Firm \_\_\_\_\_  
Address \_\_\_\_\_ Contact Person \_\_\_\_\_  
Phone Number \_\_\_\_\_

c. Name of Facility, Group, Organization or Firm \_\_\_\_\_  
Address \_\_\_\_\_ Contact Person \_\_\_\_\_  
Phone Number \_\_\_\_\_

3. List any deviations from the SPECIFICATIONS and MANDATORY REQUIREMENTS section in this document. An explanation must be provided below and documentation provided to verify compliance with the minimum specifications on a similar or equivalent basis.

ITEM NO.	REASON FOR DEVIATION, DESCRIPTION OF REPLACEMENT COMPONENT, AND/OR EXPLANATION

**INVITATION FOR BID NO. 24895  
RELOCATION OF HANGAR UTILITIES - 644 & 596 AIRPORT ROAD  
T. F. GREEN AIRPORT**

**PRICING INFORMATION (PLEASE PRINT CLEARLY)**

**1. Water Utility Work (to include all coordination)** \$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_  
(Amount in Words)

**2. Electric Utility Work (to include all coordination)** \$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_  
(Amount in Words)

**3. Natural Gas Utility Work (to include all coordination)** \$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_  
(Amount in Words)

**4. Communications Utility Work (to include all coordination)** \$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_  
(Amount in Words)

**5. Total of Items 1-4 above** \$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_  
(Amount in Words)

## "NO BID" RESPONSE FORM

To submit a "No Bid" response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list.

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your "No Bid" response –

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments:

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\_\_\_\_\_  
Company Name (as registered with the IRS)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Correspondence Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone/Fax

## Terms and Conditions

In submitting a response to this Invitation for Bids, vendors hereby understand the following:

1. All project participants, consultants, engineers, and contractors, must comply with all applicable federal, state laws and RIAC rules and regulations pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
2. Alternate bids (two or more bids submitted) will be considered for award. RIAC reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein.
3. The bids submitted, and any further information acquired through interviews, will become, and are to be considered, a part of the final completed contract. If there is any variance or conflict, the bid specifications, conditions, and requirements shall control.
4. Prices offered may not be withdrawn for a period of ninety days immediately following the opening of this Bid. Prices MUST also be free of federal, state and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
5. Bidder MUST return the original attached Response Form as noted previously on the bid due date.
6. Envelopes containing responses must be sealed and marked on the lower left-hand corner with the firm name and address bid number, date, and time.
7. RIAC interprets the term "lowest responsible bidder" as requiring RIAC to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. RIAC can consider, among other factors, such things as labor cost, service and parts availability, availability of materials and supplies, and maintenance costs of items upon which bids are received. RIAC can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective bidders.
8. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist RIAC in analyzing your bid.
9. A purchase order and/or contractual agreement constitutes RIAC's offer to the service provider upon the terms and conditions stated herein, and shall become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
10. After award, if the successful bidder/supplier refuses or fails to make deliveries of the materials and or services within the times specified in the Invitation for Bids, purchase order, or contractual agreement, RIAC may, by written notice, terminate the contract OR purchase order.
11. The supplier shall hold and save RIAC, The State of Rhode Island, and its officers, agents, servants/employees harmless from liability of any patented or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by RIAC.

12. Payment of the seller's invoices is subject to adjustment.
13. The Bidder agrees that:
  - a. He/she shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical handicap;
  - b. In all solicitations or advertisements for employees, he/she shall include the phrase, 'Equal Opportunity Employer,' or a similar phrase;
  - c. If he/she fails to comply, he shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RIAC;
  - d. If he/she is found guilty of discrimination under a decision, he/she shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RIAC; and,
  - e. He/she shall include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
14. RIAC shall retain the right to reject any and/or all bids received, and responses to this and/or related documents, if determined to be non-responsive in any form, or if determined to be in the best interest of RIAC.
15. The firm responding to this bid proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
16. If a response to this Invitation for Bids is accepted, the Bidder agrees to execute and deliver to RIAC a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Bidder. The Bidder agrees that the surety/deposit given concurrently herewith shall become the property of RIAC in the event the Bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Bidder shall be liable for RIAC's actual damages that exceed the amount of the surety.
17. It shall be understood that time is of the essence in the bidder performance. The bidder agrees that RIAC's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the bidder defaults in the performance of the Contract Documents, the bidder shall be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
18. The bidder hereby certifies that he/she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Invitation for Bids, that he/she has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Invitation for Bids and documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

19. All products/services and related equipment proposed and/or affected by acquisitions or purchases made as a result of the response to this document shall be compliant with existing RIAC hardware, software, and applications where applicable. Verification must be provided in the response to this document.
20. The Bidder certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other Bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
21. It shall be understood that any bid and any/all referencing information submitted in response to this Invitation for Bids shall become the property of RIAC, and will not be returned. RIAC will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, RIAC is subject to making records available for disclosure after Board approval of the recommendation.
22. RIAC will not be responsible for any expenses incurred by any vendor in the development of a response to this Invitation for Bids. Further, RIAC shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if RIAC has formally accepted a recommendation.
23. RIAC will accept responses transmitted via facsimile unless stated to the contrary within this document. Bids must be received prior to the time and dates listed to be considered responsive. RIAC will not "accept" late responses and will return them to the sender. Further, RIAC will NOT: (1) guarantee security of the document received; (2) be held responsible for bids which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a response via facsimile does NOT relieve the Bidder of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-proposal conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of bid sureties (bonds, certificates of insurance, etc.)
24. By submission of a response, the Bidder agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department or bureau, or committee sanctioned by and/or governed by RIAC. Bidders shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that RIAC, at the discretion of the Purchasing Director in consultation with RIAC Counselor, may reject their bid.
25. Campaign Finance Compliance - Every person or business entity providing goods or services at a cost of \$5,000 cumulated value is required to file an affidavit regarding political campaign contributions with the RI State Board of Elections even if no reportable contributions have been made. (RI General Law 17-27) Forms obtained at Board of Elections, Campaign Finance Division, 50 Branch Avenue, Providence, RI 02904 (401-222-2056).

26. Major State Decision-Maker - Does any Rhode Island "Major State Decision-Maker", as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a Five Thousand Dollar or greater cash interest in this business?

For purposes of this question, "Major State Decision-Maker" means:

- (i) All general officers; and all executive or administrative head or heads of any state executive agency enumerated in R.I.G.L § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of president, senior vice president, general counsel, director, executive director, deputy director, assistant director, executive counsel or chief of staff;
- (ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel or chief of staff;
- (iii) All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator,

If your answer is "Yes", please identify the Major State Decision-Maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §36-14-16, 17 and 18.



**EXHIBIT 'A'**

**PERFORMANCE BOND**

**CONTRACT DOCUMENTS**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety, are held  
and firmly bound unto the **RHODE ISLAND AIRPORT CORPORATION** hereinafter called  
the Obligee, in the Penal sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) for the payment of which sum well and truly to be  
made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and  
severally firmly by these presents.

WHEREAS, the Principal, on the \_\_\_\_\_ day of \_\_\_\_\_, **2013** entered into a certain  
Contract with the Owner, hereto attached, for Contract entitled ***Relocation of Hangar Utilities –  
644 & 596 Airport Road, T. F. Green Airport – Contract No. 24895.***

NOW THEREFORE, the condition of this obligation is such that if the Principal shall well and  
truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of  
said Contract, and all duly authorized modifications of said Contract that may hereafter be made,  
notice of which modifications to the Surety being hereby waived, then this obligation shall be  
void; otherwise to remain in full force and effect.

Whenever the Principal shall be and is declared by the Owner to be in default under the Contract,  
or wherever the contract has been terminated by default of the Contractor, the Owner having  
performed the Owner's obligations thereunder, the Surety shall:

Complete the Contract in accordance with its terms and conditions, or at the Owner's sole option.

Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with  
its terms and conditions, and upon determination by the Owner and Surety of the lowest  
responsible Bidder, arrange for a Contract between such Bidder and the Owner, and made  
available as work progresses (even though there should be a default or a succession of defaults  
under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to  
pay the cost completion less the balance of the Contract price but not exceeding, including other  
costs and damages for which the Surety may be liable hereunder, the amount set forth in the first  
paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean  
the total amount payable by the Owner to the Contractor under the Contract and any amendments  
thereto, less the amount properly paid by the Owner to the Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other  
than the Owner named herein or the successors or assignees thereof.

In the case of termination of the Contract, as provided in the Contract Documents, there shall be  
assessed against the Principal and Surety herein, all expenses, including design/engineering,  
Program Management, and legal services, incident to collecting losses to the Owner under this  
Bond.

This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance of the project by the Owner as are provided for in the Contract Documents, and the Principal hereby guarantees to repair or replace for the said periods all work performed and materials and equipment furnished, which were not performed or furnished according to the terms of the Contract Documents. If no specific periods of warranty are stated in the Contract Documents for any particular item of work, material, or equipment, the Principal hereby guarantees the same for a minimum period of one (1) year from the date of final acceptance by the Owner.

The Surety shall permit arbitration and be ultimately responsible for the payment of any award.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be signed and sealed by their appropriate officials as of the \_\_\_\_\_ day of \_\_\_\_\_, **2013.**

PRINCIPAL

\_\_\_\_\_  
(Firm Name)

By: \_\_\_\_\_

WITNESS

(Title)

SURETY

\_\_\_\_\_  
(Firm Name)

By: \_\_\_\_\_

WITNESS

(Title)

**LABOR AND MATERIAL PAYMENT BOND**

**CONTRACT DOCUMENTS**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the **RHODE ISLAND AIRPORT CORPORATION**, hereinafter called the Obligee, in the Penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal, on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 entered into a certain Contract with the Owner, hereto attached, for Contract entitled ***Relocation of Hangar Utilities – 644 & 596 Airport Road, T. F. Green Airport – Contract No. 24895.***

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payments to all persons supplying labor, materials and supplies used directly or indirectly by said Principal or his Subcontractors in the prosecution of the work provided for in said Contract, then this obligations shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

This bond is executed for the purpose of complying with the applicable Rhode Island Statutes and all acts amendatory thereof, and this Bond shall inure to the benefit of any and all persons supplying labor, material and supplies used directly or indirectly by the Principal or his Subcontractors in the prosecution of the work provided for in said Contract so as to give such persons a right of action to recover upon this Bond in a separate suit brought on this Bond. No right of action shall accrue hereunder to or for the use of any person except as such right of action may be given and limited by the applicable Rhode Island Statutes.

In each and every suit brought against the Principal and Surety upon this Bond in which the plaintiff shall be successful, there shall be assessed therein against the Principal and Surety herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Principal and Surety hereby expressly agree to pay as a part of the cost and expense of said suit.

A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies, shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection.

A claimant who is not in privity with the Principal and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one year from the performance of the labor or completion of delivery of

the materials of supplies.

The Surety shall permit arbitration and be ultimately responsible for the payment of any award.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be signed and sealed by their appropriate officials as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL

\_\_\_\_\_  
(Firm Name)

By: \_\_\_\_\_

(Title)

WITNESS

SURETY

\_\_\_\_\_  
(Firm Name)

By: \_\_\_\_\_

(Title)

WITNESS

**EXHIBIT 'B'**

**CONTRACT AGREEMENT**

**For**

**RELOCATION OF HANGAR UTILITIES - 644 & 596 AIRPORT ROAD  
T. F. GREEN AIRPORT  
Contract No. 24895**

This Contract Agreement, executed in the City of Warwick, in the State of Rhode Island this day of

\_\_\_\_\_, 20\_\_ between the Rhode Island Airport Corporation (RIAC), hereinafter called "OWNER" and \_\_\_\_\_ hereinafter called "CONTRACTOR".

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made to the CONTRACTOR by the OWNER, the CONTRACTOR agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all material required to be furnished and delivered in and about the improvements and to do and perform all work in the performance of Relocation of Hangar Utilities – 644 & 596 Airport Road, RIAC Contract No. 24895 at T. F. Green Airport (the "PROJECT") in strict conformity with the provisions of this AGREEMENT, as defined in the Contract Documents for **Relocation of Hangar Utilities – 644 & 596 Airport Road, RIAC Contract No. 24895 at T. F. Green Airport, Warwick, Rhode Island**, General Instructions to Bidders, the Drawings and Specifications and **(ENTER ADDENDA NO & DATE, if applicable)** approved by the Owner for this project. These said documents are hereby made a part of this AGREEMENT as fully and to the same effect as if the same had been set forth at length in the body hereof.

As security for the full and faithful performance of this AGREEMENT and all the incidents thereto, the CONTRACTOR has made and furnished contract bonds with **(ENTER BOND AGENCY AND ADDRESS)** \_\_\_\_\_ as surety, which is accepted by the OWNER and made a part of this AGREEMENT.

In consideration of the foregoing premises, the OWNER agrees to pay the Contractor such unit prices for the work actually done as set out in the CONTRACTOR's Schedule of Prices for the bid amount of **(ENTER DOLLAR VALUE IN WORDS) (\$ENTER DOLLAR VALUE IN NUMBERS)**, in the manner provided in the Contract Documents cited above.

The CONTRACTOR shall be prepared to begin the work to be performed under this AGREEMENT within ten (10) days of a written "Notice to Proceed" as provided by the OWNER for each property address and to fully complete the home within **sixty (60) calendar days**, as detailed in the General Specifications of the Contract Documents. The work shall be prosecuted from as many different points, in such part or parts and at such times as may be directed by the OWNER, and shall be conducted in such a manner and with such materials, equipment, and labor as are considered necessary by the OWNER to insure its completion within

the time set forth in the proposal. Should the prosecution of the work for any reason be discontinued by the CONTRACTOR, with the consent of the OWNER to such work stoppage, the CONTRACTOR shall not recommence work unless CONTRACTOR has given the OWNER at least forty-eight (48) hours prior to written notice.

IN WITNESS WHEREOF, the parties to these presents have caused this AGREEMENT to be executed in their names and on their behalf as of the date first written above.

**RHODE ISLAND AIRPORT CORPORATION**

Witnessed:

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Title: Interim President and CEO

**(ENTER CONTRACTOR'S NAME)**

Witnessed:

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT 'C'

### PROJECT LABOR AGREEMENT PREFACE

This Project Labor Agreement (hereinafter "Agreement") is entered into by the undersigned company and the Rhode Island Building and Construction Trades Council and its affiliated local Unions for construction of the **Relocation of Hangar Utilities - 644 & 596 Airport Road at T. F. Green Airport.**

### DEFINITIONS

**PROJECT** Relocation of Hangar Utilities - 644 & 596 Airport Road  
**OWNER** Rhode Island Airport Corporation

### PRIME CONTRACTOR

**UNIONS** Refers to the Local Unions of the Rhode Island Building and Construction Building Trades Council (the "Building Trades") signatory to this Agreement.

**CONTRACTOR** Refers to all qualified signatory contractors and subcontractors, including the Prime Contractor, of whatever tier engaged in any construction work affiliated with this Project.

It is understood by the parties to this Agreement that it is the policy of the Owner and Prime Contractor that the construction work covered by this agreement shall only be the only and exclusive agreement governing labor terms and conditions on this Project. Construction work covered by this Agreement shall only be contracted to Contractors who agree to execute and be bound by its terms and conditions and the local Collective Bargaining Agreement (hereinafter "CBA") identified in Appendix A. If the Owner or Prime Contractor enters into any other agreement that governs or alters the terms and conditions of this agreement, this agreement shall be null and void.

The Prime Contractor shall monitor and enforce compliance with this Agreement by all Contractors who, together with their subcontractors, have become bound hereto through their execution of the local CBA and Letter of Assent attached hereto.

### ARTICLE I

#### PURPOSE

**Section 1** The Prime Contractor has determined that the Project must be completed within specified and limited time frames.

**Section 2** The purpose of this Agreement is to complete this Project within the timeframe established by the Owner by promoting the most efficient construction operations for the Project. This will be accomplished by standardizing and stabilizing the terms and conditions of employment, and by providing prompt settlement of all disputes without any work stoppages (strike, lockout or otherwise) for all parties bound to this Agreement in order to assure the timely and economical completion of the Project for the Owner.

## ARTICLE II

### SCOPE OF AGREEMENT

**Section 1**                The Prime Contractor warrants and represents that it has the authority from the Owner to engage and enter into this Agreement for the described Project.

**Section 2**                This Agreement shall apply to all construction work historically performed by the Building Trades for construction of the Project. The work excluded, if any, shall be specifically listed in **Schedule B** attached hereto.

**Section 3**                This Agreement shall remain in effect for the duration of the Project and shall become null and void upon completion of the Project. However, the Owner, at its sole discretion, may terminate, delay, and/or suspend any or all portions of this Project at any time.

## ARTICLE III

### UNION SECURITY, RECOGNITION & EMPLOYMENT

**Section 1**                The Contractor recognizes the Union as the sole and exclusive bargaining representative of all craft employees working within the scope of this PLA on the Project . The Contractor shall give the Union first preference to refer qualified journeymen subject to the provisions of the "Union's Job Referral System" currently in the Collective Bargaining Agreement of any of the Local Unions identified in Appendix A of this PLA. However, once notified, if a Local Union is unable to fill any requisition for employees within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and Holidays excepted, unless the request is for work on any of those days) the Contractor may employ applicants from any other available source . In the event that the union's Exhibit A does not contain a job referral system as set forth in this section the Contractor shall hire employees in accordance with the Union's established practices and procedures. Such Job Referral System must be operated in a non-discriminatory manner and in compliance with federal and state laws and regulations which require equal employment opportunities and non-discrimination. The Contractor shall have the right to determine the number of employees required, and determine the competency of all employees. The Contractor shall also determine the number of employees to be laid off, and which employees shall be laid off, consistent with any other provisions of this PLA. The Contractor shall notify the respective Union of all the employees hired, to perform work covered by the scope of this PLA, by any source other than referral from the Union within twenty-four (24) hours of employee's date of employment.

**Section 2**                All Journeymen and apprentice employees, each referred to herein as an "employee" who are employed by Contractors performing work covered by the scope of this PLA on the date of hereof who are members of the Union shall remain members for the duration of this PLA as a condition of employment on the Project and those employees who are not members shall become members of the Union within eight (8) calendar days of the date of their employment for work on the Project and shall remain members of the Union for the duration of this PLA as a condition of employment on this Project . Nothing herein shall require the Union to accept into membership any applicant, since Union membership is solely within the discretion of the Union. However, any employee denied Union membership, after having duly made application, shall not be denied employment for work on the Project or discriminated against in connection with such work as a result of the denial of membership.

**Section 3** (a) Contractors shall employ apprentices who are registered with the Joint Apprenticeship of the Parties and shall employ qualified journeymen.

(b) The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor. The Contractor shall exercise these rights consistent with the applicable Collective Bargaining Agreement(s) of the Local Unions identified in Appendix A of this PLA. The Contractor shall give the primary consideration to qualified individuals within the jurisdiction of the local unions identified in Appendix A (the "Local Unions"). After such consideration, the Contractor may select individuals from any other source.

**Section 4** (a) The Contractor agrees to deduct in the amount identified in Article X Section 3, the hourly dues check-off portion of union dues. The Contractor further agrees to deduct any additional amounts specified for dues check-off upon fifteen (15) days prior notice from the Union.

(b) Check-off deductions shall be made from the pay of each employee who is or who becomes a member of the Union within the scope of the bargaining unit and is covered by this PLA provided such employee has voluntarily completed the check-off authorization form used by the Unions. Upon request by the Contractor, the Union will provide the Contractor a copy of his/her employee(s) authorization forms.

**Section 5** Except as provided in Article IV, Section 3, individual seniority shall not be recognized or applied to employees working on the Project.

**Section 6** The Contractor and signatory Local Union recognize that the security at T.F. Green cannot be compromised, each worker is subject to a background check and must carry an identification badge in compliance with the requirements of the Transportation Security Administration.

## **ARTICLE IV**

### **UNION REPRESENTATION**

**Section 1** Authorized representatives of the Union shall have access to the Project site, provided they do not impede the work of the Owner's agents or the employees engaged in work on the Project, and that they fully comply with the visitor, security, and safety rules of the Project.

**Section 2** (a) Each signatory Local Union shall have the right to designate a working journeyman as steward, and shall notify the Contractor in writing of the identity of the designated steward prior to the assumption of his/her duties as steward. Such designated steward shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay of their respective crafts.

(b) In addition to working as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's Contractor and, if applicable, subcontractors, and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

**Section 3** The Contractor agrees to notify the appropriate Union forty-eight (48) hours prior to the layoff of a steward. In any case involving the release of a steward from employment for

discipline or just cause, the Contractor shall hold a conference with a representative of the Local Union . If a steward is protected against any such layoff by the provisions of any of the Collective Bargaining Agreements of the Local Union identified in Appendix A, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining.

**Section 4** At certain times the Prime Contractor and Owner's agents and personnel may be working in close proximity to construction activities for the Project, and the Union agrees that the Union representatives, stewards and individual workers will not interfere with Owner's agents and personnel, or personnel employed by any other employer not a party to this PLA.

## **ARTICLE V**

### **MANAGEMENT RIGHTS**

**Section 1** The Contractor retains full and exclusive authority for the management of its operation. Except as expressly limited by other provisions of this PLA, the Contractor retains the right to direct the work force, including the hiring, promotion, transfer, and layoff of its employees. The selection of the foreman; the assignment and scheduling of work; the promulgation of reasonable work rules and the requirement of overtime work, the determination of when it shall be worked and the number and identity of employees engaged for such work provided it complies with the appropriate Exhibit A's. Discipline or discharge of its employees must be for just cause; no rules, customs, or practices which limit or restrict productivity, efficiency of the individual and/or joint working efforts of employees shall be permitted or observed, except as they are specifically established in this PLA or in the Collective Bargaining Agreements of the Local Unions identified in Exhibit A.

**Section 2** Except as otherwise expressly stated in this PLA or the craft agreements attached to it, there shall be no limitation or restriction upon the Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and installation of equipment, machinery, package units, pre-cast, prefabricated, pre-finished, or pre-assembled products, equipment or tools, or other labor-saving devices. The Contractor may without restriction install or otherwise use pre-cast, prefabricated, pre-finished, or pre-assembled products, or equipment regardless of their source, provided, however, that such installation or use of such products or equipment is done in a manner consistent with the Collective Bargaining Agreement of the Local Union identified in Exhibit A, and/or as customarily performed in the area . The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work.

**Section 3** Except as otherwise expressly stated in this PLA, it is recognized that the use of new technology, equipment, machinery, tools and/or labor-saving devices and methods of performing work will be initiated by the Contractor and performed by bargaining unit members from time to time on the Project . The Unions agree that they will not in any way restrict the implementation of such devices or work methods.

**Section 4** The Unions further recognize that the Owner and the Prime Contractor for the Project are committed to utilizing all relevant advances in construction technology. In limited circumstances, this may require the utilization of supervisors employed by specialty contractors to supervise the work of bargaining unit members. Where the same is pursued, the Unions will be advised by the Prime Contractor prior to the commencement of the work. Upon timely request, representatives of the Prime Contractor will meet with representatives of the Union(s) affected to review the appropriateness of such utilization and alternatives which may be available to satisfactorily meet the Owner's requirements and reasons for invoking this provision.

**Section 5** Any provision in any Exhibit A, local collective bargaining agreement directed solely at project labor agreements, that increases crew sizes, wages or fringe benefit contributions shall be void and unenforceable in this Project Labor Agreement.

## **ARTICLE VI**

### **WORK STOPPAGES AND LOCKOUTS**

**Section 1** Except as provided for in **Section 3** of this **Article**, there shall be no strikes, picketing, work stoppages, slowdowns, disruptive activity or interference with the progress of the Project by the Building Trades, Unions or any employees against any Contractor that is a party to this Agreement. There shall be no lockout by any Contractors.

**Section 2** If the Owner or any Contractor contends that any Union has violated this Article, it will electronically notify the Building Trades President advising him of the fact, with copies of such notification to the Business Manager or Business Representative of the Union or Unions involved. The Building Trades President will instruct, and use the best efforts of his office to cause the Local Union or Unions to cease any violation of this article. By complying with this obligation, the Building Trades shall not be liable for any acts of the Local Unions.

Except for the exception outlined in **Section 3** of this **Article**, if any party alleges a breach of this **Article**, it may proceed to Step 2 of the Grievance and Dispute process outlined in **Article VII**. Upon receipt of notice the arbitrator shall set and hold a hearing as soon as possible not later than five (5) days after notification and sole issue at the hearing shall be whether or not a violation of this Article has occurred. The arbitrator's determination shall be issued as soon as possible not later than five (5) days after the hearing and may be done without a written opinion. If the arbitrator decides that there is a work stoppage and a violation of this Article occurred, the offending party shall immediately commence work again.

**Section 3** The Union(s) shall notify the Prime Contractor in writing if any worker has not received his wages and benefits in the timeframes designated by the applicable CBA. If the worker(s) has not received all their wages and benefits ten (10) days after the Prime Contractor has been notified, then that the Union(s) is exempted from the provisions of this **Article** with regard to the specific Contractor(s). The provisions of this exemption shall not apply however to any and all other Contractors on the Project.

## **ARTICLE VII**

### **DISPUTES AND GRIEVANCES**

**Section 1** This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work Stoppages.

**Section 2** The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

**Section 3**

Any questions or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

**Step 1.** (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter with three (3) working days after timely notice has been give . The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

**Step 2** The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

**Step 3.** (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them . The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitrations Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally between the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

**Section 4**

The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings a these steps.

It is agreed by the signatories of this Agreement that the Arbitrator for any disputes under this Agreement shall be \_\_\_\_\_ or if he/she is unavailable \_\_\_\_\_. If either arbitrator is unavailable, the parties may select an arbitrator by mutual agreement. If the parties are unable to agree they shall immediately request the American Arbitration Association to provide them with a list of arbitrators from which the arbitrator shall be selected. An arbitrator shall be selected from the list by mutual

agreement within two (2) business days of its receipt. If the parties are still unable to agree, then an arbitrator will be chosen in accordance with established procedures and rules of the American Arbitration Association.

## **ARTICLE IX**

### **JURISDICTIONAL DISPUTES**

**Section 1**                There shall be no strikes, work stoppages, slowdowns, or other disruptive activity arising out of any jurisdictional disputes. Pending the resolution of the dispute, the work shall continue uninterrupted as assigned by the Contractor.

**Section 2**                Jurisdictional disputes over a Contractor's assignment of work shall be settled in accordance with the following procedure:

**Step 1.** A grieving signatory Local Union may request the Rhode Island Building & Construction Trades Council executive committee to convene **and** attempt to make a resolution of the assignment of work in dispute within forty-eight (48) hours of being contacted by the grieving signatory Local Union. Any resolution must be acceptable to all parties and will be reduced to writing and will affect this project only and will not be precedent setting. The contractor that assigned the work at issue may present any evidence or material to the executive committee that the contractor used to make its assignment within this time period.

If the RIBCTC executive committee fails to reach a settlement on the matter within the prescribed period, any effected party may proceed to Step 2 of the Jurisdictional Dispute Procedure within Forty-Eight (48) hours thereafter.

**Step 2.** All jurisdictional disputes not resolved under Step 1 of this agreement shall be resolved under the Plan for Settlement of Jurisdictional Disputes and shall be settled and adjusted according to the Procedural Rules and Regulations for the Plan. The assignments of the Contractor(s) shall be followed until the dispute is resolved in accordance with the Plan. Decisions rendered under the Plan shall be final, binding, and conclusive on the affected Contractor or Contractors and the Union or Unions.

**Section 3**                Any resolution made under this section is binding on the disputed Unions and the involved Contractor and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on other construction work not covered by this Agreement.

## **ARTICLE X**

### **WAGES AND BENEFITS**

**Section 1**                All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates applicable for the respective job classifications set forth in their respective local CBA attached hereto in Appendix A.

**Section 2**                The Contractors agree to timely pay contributions in the amounts specified in the respective local CBA to the established employee benefit funds.

**ARTICLE XI**

**HOURS OF WORK**

**Section 1** Starting time shall be between 7:00 AM and 8:00 AM or will be mutually agreed upon between the Prime Contractor and the Building Trades. The regular workday shall consist of five (5) eight (8) hour days Monday through Friday commencing with the first shift on Monday. The parties to this Agreement recognize that the work covered by the terms of this Agreement shall be performed in a manner that will cause the least disruption to the continuing operations of T.F. Green Airport and as such it may be necessary to alter the start times and shift schedules. The parties further agree that the Contractor may direct that work be completed on nights and/or weekends to accommodate the operational requirements of the Owner.

**Section 2** Any changes in the shift schedules shall be in accordance with procedures outlined in Local CBAs. And the workers shall be compensated for any shift work in accordance with their Local CBAs.

**Section 3** The recognized holidays for all trades employed on this Project are standardized as follows:

New Year's Day	Victory Day	Veterans' Day
President's Day	Labor Day	Thanksgiving
Memorial Day	Columbus Day	Christmas
July 4th		

**ARTICLE XII**

**GENERAL WORK, HEALTH & SAFETY CONDITIONS**

**Section 1** All parties agree to comply with the applicable provisions of existing collective bargaining agreements', and all state, federal laws and regulations, relating to job safety, health and safe work environment.

**Section 2** The Owner or Prime Contractor may institute a drug policy for the employees working on the Project, provided it complies with the applicable provisions of federal and state law.

**ARTICLE XIII**

**PAYROLL DEDUCTION AUTHORIZATION**

**Section 1** In addition to existing collective bargaining obligations on this Project, all Contractors agree to deduct the amount of Five (\$.05) Cents per hour worked for each hour from the weekly pay of each employee who has authorized such deductions in writing as provided in Section 2 hereof. Deductions shall be made from the pay of each employee who is or who becomes a member of any Union working on the Project and covered by this Agreement, provided such employee has voluntarily authorized the Employer to do so in writing in accordance with the "Deduction

Authorization” form set forth below.

**Section 2** The allocation and authorization for such deduction is as follow: (a) Five Cents (.05) shall be used as hourly membership dues to support the activities of the Rhode Island Building & Construction Trades Council.

**Section 3** Any employer who fails to file his reports under the check-off system when the same is due and payable shall be considered in violation of this Agreement and the Rhode Island Building & Construction Trades Council shall have access to any rights and remedies within this Agreement to secure full payment of any and all monies owed under this subsection.

**ARTICLE XIV**

**GENERAL SAVINGS CLAUSE**

This Agreement represents the complete understanding of the parties pertaining to the issues within. Any provisions of this Agreement that are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the terms and conditions of this Agreement shall remain in full force and effect.

It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International union of Elevator Constructors, with the exception of Article VI (Work Stoppages and Lockouts); Article VII (Disputes and Grievances); and Article IX (Jurisdictional Disputes) of this Project Agreement, which shall apply to such work.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRIME CONTRACTOR  
COUNCIL

RI BUILDING & CONSTRUCTION TRADES

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**AFFILIATED UNIONS**

Heat & Frost Insulators Local 6

By: \_\_\_\_\_

Boilermakers Local 29

By: \_\_\_\_\_

Bricklayers & Allied Craftsmen Local 3

By: \_\_\_\_\_

Elevator Constructors Local 39

By: \_\_\_\_\_

IBEW Local 99

By: \_\_\_\_\_

Glaziers Local 1333

By: \_\_\_\_\_

Ironworkers Local 37

By: \_\_\_\_\_

Rhode Island Laborers District Council on behalf of Local 271

By: \_\_\_\_\_

Painters Local 195

By: \_\_\_\_\_

Plaster & Cement Masons Local 40

By: \_\_\_\_\_

Plumbers & Pipefitters Local 51

By: \_\_\_\_\_

Roofers Local 33

By: \_\_\_\_\_

Sheetmetal Workers Local 17

By: \_\_\_\_\_

Sprinklerfitters Local 676

By: \_\_\_\_\_

Teamsters Local 251

By: \_\_\_\_\_

**CONTRACTOR LETTER OF ASSENT**

By the execution of this document the undersigned Contractor acknowledges that the terms and conditions of the Project Labor Agreement by and between the \_\_\_\_\_ (“Prime Contractor”), and the Rhode Island Building and construction Trades council have been read and understood.

The Contractor further agrees that all work to be performed under their contract with the Prime Contractor at the \_\_\_\_\_ Project shall be bound by the provisions of thereferred to Project Labor Agreement including the Contractor’s obligation to settle any and all jurisdictional disputes in accordance with the procedures of the Plan for Settlement of Jurisdictional Disputes . This letter and the Contractor’s obligations under the project labor agreement also supersede any and all prior agreements the Contractor may have entered into previously with any and all unions.

In signing this agreement, the undersigned (employer) agrees to be bound by all the terms and provisions of the Agreement establishing procedures for the resolution of jurisdictional disputes in the construction industry known as the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. In particular, the undersigned agrees to abide by those provisions of the Plan requiring compliance with the decisions and awards of the Administrator, arbitrators or National Arbitration Panels established under the Plan, and to fulfill the obligations of the Employer set forth in the Agreement.

The Prime Contractor must send a signed copy of this letter ten days prior to the commencement of any work to be performed by all sub-contractors to the president of the building trades and offer to hold a pre-job conference.

Contractor: Signature: Print Name: Title:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Dated: \_\_\_\_\_

## **SCHEDULE B**

Items that may be excluded from coverage by Agreement, at the sole discretion of the Owner, Prime Contractor, or Contractor(s), are:

- A. Work of non-manual employees including, but not limited to, superintendents, supervisors, staff engineers, inspectors, surveyors, quality control and quality assurance personnel, timekeepers, security personnel, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory, and management employees.
- B. All employees of the owner, the architect, engineer, or any other consultant not performing manual labor.
- C. Non-construction goods delivered and off loaded that is related to the ongoing operation of the owner.
- D. Warranty work and/or repair and maintenance work performed by manufacturers' representatives or vendors or technical representative personnel at the request of the Owner or its agents.
- E. When turned over to the Owner, the calibration, testing, checking and start-up of equipment or systems by the Owner or other equipment vendor representative.
- F. Any work undertaken by state, county, city or other governmental bodies.
- G. When areas and systems of covered work are inspected and accepted by the Owner, this Agreement shall have no further force and effect on such items or areas.

**DEDUCTION AUTHORIZATION**

To all employers and/or contractors by whom I am employed during on this Project, I hereby authorize such employer and/or contractor to deduct from my wages each week, five cents (\$.05) cents per hour for each hour worked to constitute what are known as the hourly deductions as part of my union's membership dues to the Rhode Island Building and Construction Trades Council to support any and all pro-union and pro-construction industry initiatives as that the council determines is necessary to further the interests of our industry.

Such deductions shall be made from my earned pay on each regularly-scheduled pay day and shall be remitted to the designated depository at the same time and along with the Health, Pension, Annuity and Training Trust Fund contributions.

This authorization shall become operative upon my first day of employment on the

Project and shall continue until the project is completed.

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Social Security No.

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Remit payment to:  
Rhode Island Building & Construction Trades Council 1808  
Elmwood Ave. Warwick, RI 02808

