

DIVISION OF ADMENISTRATION AND FINANCE

PURCHASING DEPARTMENT

10 Tootell Road, Suite 3, Kingston, RI 02881 USA p: 401.874.2171 f: 401.874.2306 uni.edu/purchasing



### **BID/PROPOSAL**

COMMODITY:						
COMMODITI.	ROGER WILLIAMS CO	MPLEX PHASE 2 GENERA	TORS		DATE:	4/8/2024
FOR	MAL BID NO.	PUBLIC B	BID NO.	101354	-	
BIDS ARE TO BE	E RECEIVED IN URI PURCH	ASING DEPARTMENT BY:	DATE:	5/6/2024	TIME:_	1:00 PM Eastern Time
BUYER: ANDREA	A BOUCHER/if	SURETY REQUIRED:	YES:	X	NO:	
PRE-BID/PROPO	SAL CONFERENCE:	DATE: <u>4/15/2024</u> T	TIME:	9:00 AM	<b>-</b> 9	
LOCATION:	MANDATORY: 210 Flagg Road, 2nd Floor,	YES:, Room 207A, Kingston, RI 02	NO: 881	X	-	
Questions are to be Please reference the E		d document to: <b>URIPurchasin</b> ce. Questions received, if any, wil	ng@uri.ed		TIME:_	12:00 PM
For Bid Solicitation In  Effective  Public Bid response	STATEMENT R e immediately, we are sus s will be publicly read via We ne scheduled bid opening da * URL: https://unive	du/purchasing/bid-information/ LEGARDING COVID-19 pending all in-person publebex video conferencing. To pate and time: ofri.webex.com/meet/uripu	lic bid op articipate urchasing	in the bid ope		
For Bid Solicitation In  Effective  Public Bid response	STATEMENT R e immediately, we are sus s will be publicly read via We ne scheduled bid opening da * URL: https://unive	du/purchasing/bid-information/ LEGARDING COVID-19 pending all in-person publebex video conferencing. To pate and time: ofri.webex.com/meet/uripued that is not accompanied and Bidder Certification Fo	lic bid op articipate archasing	in the bid ope		
Effective Public Bid response following site at the	STATEMENT R e immediately, we are sus s will be publicly read via We ne scheduled bid opening da * URL: https://unive No offer will be considered University of Rhode Islan completed and signed by Robert F. Audet,	du/purchasing/bid-information/ LEGARDING COVID-19 pending all in-person publebex video conferencing. To part and time: ofri.webex.com/meet/uripued that is not accompanied and Bidder Certification Fothe offeror.  Inc.	lic bid op articipate archasing	in the bid ope		
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### University of Rhode Island Bidder Certification Form Board of Trustees Procurement Regulations

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.

Bid responses 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 or University 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 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.

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.

### ALL 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 <a href="www.purchasing.ri.gov">www.purchasing.ri.gov</a> > Solicitation Opportunities > Other Solicitation Opportunities. 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 the to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the University's sole option.

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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 THE UNIVERSITY OF RHODE ISLAND 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 <a href="Purchasing Laws">Purchasing Laws</a> and the <a href="URI Board of Trustees Regulations">URI Board of Trustees Regulations</a> and General Terms and Conditions of Purchase.

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: https://ridop.ri.gov/about-us/procurement-statutes-and-regulations

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### SECTION 2 - DISCLOSURES

### 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 of the state whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary of the state whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary of the state whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary of the state whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary of the state whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary of the state
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 Yes, 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 Yes, 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 Yes, then provide details below.

N 4 State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state. If Yes, then provide details below.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 4 PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

### **SECTION 3 - OWNERSHIP DISCLOSURE**

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

If the vendor is privately held, the vendor shall provide ownership information below.

List each officer, director, manager, stockholder, member, partner, or other owner or principle of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Vendor, and the percentage of ownership, if any, he or she holds in the Vendor, and each intermediate parent company and the ultimate parent company of the Vendor.

If the company is publicly held, the vendor may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the vendor; otherwise, complete ownership disclosure is required.

John Miguel 100% Ownership - President
Stephen P. Landry, Vice President
Christopher Smaldone, Vice President
Laurie Patnaude, Vice President
Lynn Kent, Treasurer

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### **SECTION 4 - CERTIFICATIONS**

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

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

Y 1 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 2 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 URI Board of Trustees 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.B 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 3 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 4 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 5 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 6 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
Y 7 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and the <u>URI Board of Trustees Regulations</u> 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.
8 l/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
Y 9 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 10 I/we certify that the above information is correct and complete.
IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #1 – 8 and 10 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 where applicable, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.
Vendor/Company Name: Robert F. Audet, Inc
Vendor's Signature:  Bid Number: 101354  Date: 16 May 2024  (Person Authorized to enter into contracts; signature must be point)  (if applicable)
Stephen P. Landry, Vice President
Print Name and Title of Company official signing offer

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Solicitation Title: Roger Williams Complex Phase 2 Generators

### **BID FORM**

To:

University of Rhode Island, Purchasing Department

10 Tootell Road, Kingston, RI 02881

Project:

University of Rhode Island - Kingston Campus

Roger Williams Complex Phase 2 Generators

Bidder:

Robert F. Audet, Inc.

Legal name of entity

2883 South County Trail East Greenwich, RI 02818

Address

Stephen Landry slandry@rfaudet.com

Contact name Contact email

401-569-5070

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):



7,545,600.00

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

Seven Million Five Hundred Forty-Five Thousand Six Hundred Dollars Exactly

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

Solicitation Title: Roger Williams Complex Phase 2 Generators

### ALLOWANCES

The Base Bid Price <u>includes</u> the costs for the following Allowances as defined in Specification Section 01 2000:

Screen Wall & Landscaping	\$1,550,000.00
2. Unanticipated Utilities	\$ 50,000.00
3. Unanticipated Ledge Removal	\$25,000.00
4. MEP Coordination	\$25,000.00
5. Security Cameras	\$20,000.00
Total Allowances:	<u>\$1,670,000.00</u>

### BONDS

The Base Bid Price <u>includes</u> 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 <u>includes</u> the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1, dated _	15 April 2024	
Addendum No. 2, dated _	26 April 2024	
Addendum No. 3, dated _	6 May 2024	
Addendum No. 4 dated	6 May 2024	

**Solicitation Title: Roger Williams Complex Phase 2 Generators** 

### 2. UNIT PRICES

The Bidder submits these predetermined Unit Prices as the Basis for any change orders approved in advance by the State. These Unit Prices include <u>all</u> costs, including labor, materials, services, regulatory compliance, overhead, and profit.

Refer to Specification 310000 – Earthwork for Unanticipated Unsuitable Soil removal, Bulk Excavation Rock removal, and Trench Excavation Rock removal Unit Prices and the Allowances section of this form for other specified Unit Prices.

		*
	DESCRIPTION OF SERVICES	CONTRACTORS UNIT
Unit Price No. 1	Install 4" PVC Schedule 40 Conduit in accordance with the Contract Documents	
	Unit of Measurement: Linear Foot	\$ , 225 00
Unit Price No. 2	Install 2" PVC Schedule 40 Conduit in accordance with the Contract Documents	
	Unit of Measurement: Linear Foot	\$ , 175 . 00
Unit Price No. 3	Removal of Trench Rock per Specification Section 310000	
: <del>"</del>	Unit of Measurement: Cubic Yards	\$ ,450.00
		1
Unit Price No. 4	Removal of Unanticipated Soils per Specification Section 310000	
	Unit of Measurement: Cubic Yards	\$   ,   5 0   . 00
Unit Price No. 5	Remove Unanticipated Unsuitable Soils per Specification Section 310000	
<del>11</del>	Unit of Measurement: Cubic Yard	\$ 15000
	<u> </u>	

Solicitation Title: Roger Williams Complex Phase 2 Generators

Unit Price No. 6	Furnish and Install Handhole in accordance with the Contract Documents								
	Unit of Measurement: Each	\$	,	8	5	0	0	0	

### 3. ALTERNATES (Additions to Base Bide Price)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase the Base Bid Price by the amount set forth below for each Alternate (further defined in Specification Section 01 2000) selected.

### **ADD ALTERNATE #1**

Provide new medium voltage transfer switch VFI-ATS1 with a solid dielectric medium in lieu of a fluid-filled dielectric tank.

\$ (10,000.00)

(Amount in figures printed electronically, typed, or handwritten legibly in ink)

Credit of Ten Thousand Dollars Exactly

(Amount in words electronically, typed, or handwritten legibly in ink)

We are very concerned that the solid dielectric option proposed will not meet project specifications. This should be discussed prior to award.

### 4. CONTRACT TIME

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

Substantial Completion.....June 19, 2026

The Final Completion date for Work shall be within **831** calendar days of the Purchase Order from the URI Purchasing Department.

Solicitation Title: Roger Williams Complex Phase 2 Generators

### 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 <u>each</u> calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: <u>Five Hundred Dollars</u> (\$500.00) 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.

BIDDER
Robert F. Audet, Inc.
Name of Bidder
Signature in ink
Stephen P. Landry, Vice President
Printed name and title of person signing on behalf of Bidder
# 496
Bidder's Contractor Registration Number
<b>Date</b> :16 May 2024



### **Bid Bond**

### CONTRACTOR:

(Name, legal status and address) Robert F. Audet, Inc. 2883 South County Trail East Greenwich, Rhode Island

### SURETY:

(Name, legal status and principal place of business)

Hartford Casualty Insurance Company 100 River Ridge Drive, Suite 106 Norwood, Massachusetts

### OWNER:

(Name, legal status and address) University of Rhode Island Purchasing Department 10 Tootell Road, Suite 3 Kingston, RI 02881

BOND AMOUNT: \$ Five Percent of the Amount of the Attached Bid (5% of Bid)

### PROJECT:

(Name, location or address, and Project number, if any) University of Rhode Island, Roger Williams Complex Phase 2 Generators; Soliciation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form: An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

Signed and sealed this day of May, 2024

ROBERT F. AUDET, INC.

(Contractor as Principal) (Seal)

(Witness)

HARTFORD CASUALTY INSURANCE COMPANY

(Surety) (Seal)

Witness)

(Witness)

(Witness)

Attorney-In-Fact

### POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois

Agency Name: STARKWEATHER & SHEPLEY INS BRK INC

Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida
having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint,

Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana

Andrew Fotopulos, Lindsay Azevedo, Denise A. Chianese, Russell C. Corner II of EAST PROVIDENCE, Rhode Island

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by  $\boxtimes$ , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



up to the amount of Unlimited :















Shuby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

**STATE OF FLORIDA** 

**COUNTY OF SEMINOLE** 

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly swom, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 16, 2024

Signed and sealed in Lake Mary, Florida,

















Kerth Dojois

Keith D. Dozois, Assistant Vice President

3/6/24, 2:40 PM about:blank



### STATE OF RHODE ISLAND CONTRACTORS' REGISTRATION AND LICENSING BOARD



560 Jefferson Blvd. Warwick, RI 02886

BE IT KNOWN THAT

JOHN MIGUEL

of ROBERT F AUDET INC

has met the requirements of the law and has been granted this certificate of registration as a

**Commercial Contractor** 

IN THE STATE OF RHODE ISLAND

**Registration Number** 

**Issue Date** 

March 6, 2024

**Expiration Date** 

May 1, 2025

GC-32696

Thomas E. Furey, Chair

Contractors' Registration and Licensing Board

James Cambio Building Code Commissioner



### **Division of Purchases**

One Capitol Hill | Providence, RI 02908 | (401) 574-8100 Nancy R. McIntyre, State Purchasing Agent

November 1, 2023

Sent via United States Mail

John Miguel Robert F Audet 2883 South County Trail East Greenwich, RI 02828 jmiguel@rfaudet.com

Re:

Public Works Contractor Pre-Qualification (Non-DOT)

Dear John Miguel,

Based on the information provided in your submission, Robert F Audet has been prequalified to bid on non-DOT public works projects with an estimated value of over \$1,000,000.

Pursuant to 220-RICR-30-00-4.6(B) and 220-RICR-30-00-4.6(D)(4), Robert F Audet is prequalified to bid on **Tier III projects with an estimated value between \$1,000,000 and \$20,000,000**. Please note that pursuant to 220-RICR-30-00-4.6(E), the Purchasing Agent may conduct supplementary examinations of vendors prior to solicitation or award.

In accordance with to 220-RICR-30-00-4.6(C), Robert F Audet is prequalified for two years from the date of this correspondence. During that two-year period, prequalified vendors have an affirmative duty to inform the Division of Purchases of any substantial changes to the information provided in its prequalification packet. Please review 220-RICR-30-00-4.6(C) closely for full details related to that affirmative duty.

General questions regarding prequalification should be directed to the Division of Purchases at the following email address: marisa.delfarno@purchasing.ri.gov.

This decision on prequalification may be appealed pursuant to 220-RICR-30-00-4.6(F).

Bidding opportunities can be found on our bid board at <a href="https://ridop.ri.gov/vendors/bidding-opportunities">https://ridop.ri.gov/vendors/bidding-opportunities</a>. Please note that all vendors interested in doing business with the State of Rhode Island must be registered in Ocean State Procures (OSP). More information on how to register in OSP can be found on our website at <a href="https://ridop.ri.gov/ocean-state-procures-osp/osp-vendor-registration">https://ridop.ri.gov/ocean-state-procures-osp/osp-vendor-registration</a>

Sincerely,

Nancy R. McIntyre

State Purchasing Agent

Rhode Island Department of Labor and Training Division of Workforce Regulation and Safety

ELECTRICAL CORP AC005092

A-005092 B-011459

ROBERT F AUDET, INC

2883 SOUTH COUNTY TRAIL MIGUEL EAST JOHN

GREENWICH RI 02818

Assistant Director

# WITH THIS LICENSE

## Not valid without signature.

If found, please return to: DLT, 1511 Pontiac Avenue, Cranston, RI 02920-0943

Ph: (401) 462-8580 www.dlt.ri.gov/profregs Fax: (401) 462-8528 Email: dlt.profregs@dlt.ri.gov



### Division of Equity, Diversity and Inclusion Minority Business Enterprise Compliance Office

One Capitol Hill, Providence, R.I. 02908-5850 (401) 574-8670 - mbe.compliance@doa.ri.gov - RI Relay 711

February 12, 2024

Mr. John Miguel Robert F. Audet, Inc. 2883 South County Trail East Greenwich, RI 02818

Dear Mr. Miguel:

Based on the annual review package provided by you, a determination has been made that your firm remains eligible for certification as a MBE for the State of Rhode Island Minority Business Enterprise Program. Your "Minority Business Certification Number" which you can utilize as proof of your status is MBCN 2059. Your company has been approved as a MBE for the following scope: "electrical contractor for commercial, state, and industrial projects" firm under primary NAICS Code 238210 and additional NAICS Codes.

In order to maintain your certification during the certification period, you must submit your annual review package thirty (30) days prior to your annual review date which is 2/12/2025.

Your annual review package must include:

- (a) a completed MBE/WBE No Change Affidavit.
- (b) current corporate federal tax returns, including all federal schedules and attachments, for the applicant firm and any affiliate firms as applicable.
- (c) copy of your current certification letter from your home state UCP if firm is not based in Rhode Island.
- (d) copy of pertinent Rhode Island licenses if business is operating in a licensed industry.

Failure to submit your annual review package will result in an administrative removal of your certification. Further, please be advised that it is your responsibility to notify the Minority Business Enterprise Compliance Office of any changes in the ownership or control of your business within thirty (30) days of such changes.

In addition, please be advised that all certified firms undergo a more substantive review, including a new site visit, as well as a review of personal financial information and economic disadvantage status, every five (5) years. Our records indicate that your firm is due for such a review on or about 2/12/2029.

We wish you success in the State of Rhode Island's Minority Business Enterprise Program; and if we can be of further assistance to you, please contact this office.

Sincerely,

Meg dela Dingco

Meg dela Dingco

Programming Services Officer - MBE Compliance Office



### Division of Equity, Diversity and Inclusion Minority Business Enterprise Compliance Office

One Capitol Hill, Providence, R.I. 02908-5850 (401) 574-8670 - mbe.compliance@doa.ri.gov - RI Relay 711

February 12, 2024

Mr. John Miguel Robert F. Audet, Inc. 2883 South County Trail East Greenwich, RI 02818

Dear Mr. Miguel:

Based on the annual review package provided by you, a determination has been made that your firm remains eligible for certification as a **DBE** for the U.S. DOT DBE Program. The MBE Compliance Office (MBECO), acting as certification agent for RIDOT, RIAC, and RIPTA, has determined that your firm continues to meet the certification criteria as established by U.S. DOT under 49 CFR Part 26. The number that you may utilize as proof of your certification is MBCN 2059. Your company has been approved as a **DBE** for the following scope: "electrical contractor for commercial, state, and industrial projects" firm under primary NAICS Code 238210.

Please be advised that it is your responsibility to notify MBECO of any changes in circumstance affecting your ability to meet size, disadvantaged status, ownership, or control requirements, or any material change in the information provided in your application form, within 30 days of such changes. The notice must take the form of a sworn affidavit sworn or an unsworn declaration executed under penalty of perjury of the laws of the United States, and must include supporting documentation describing in detail the nature of such changes. Failure to make timely notification of such a change will result in administrative removal of certification for failure to cooperate under 49 CFR 26.109(c).

In order to maintain your certification as a DBE, you must submit your annual review package thirty (30) days prior to your annual review date which is 2/12/2025.

Your annual review package must include:

- (a) a completed DBE/ACDBE No Change Affidavit.
- (b) current corporate federal tax returns, including all federal schedules and attachments, for the applicant firm and any affiliate firms, if applicable.
- (c) copy of your current certification letter from your home state UCP if firm is not based in Rhode Island.
- (d) copy of pertinent Rhode Island licenses if business is operating in a licensed industry.

Failure to submit your annual review package will result in an administrative removal of your certification. We wish you success in the DBE Program, and if we can be of further assistance to you, please contact this office.

Sincerely,

Meg dela Dingco

Meg dela Dingco

Programming Services Officer - MBE Compliance Office

### STATE CONTRACT ADDENDUM

### RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

### PREVAILING WAGE REQUIREMENTS (37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

- 1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
- 2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
- 3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm.poster/htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island:
- 4. Access the Department of Labor and Training website, at <u>www.dlt.ri.gov</u> on or before July 1<sup>st</sup> 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 1<sup>st</sup> of each year in compliance with RIGL §37-13-8;
- 5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
- 6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;

- 7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
- 8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
- 9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
- 10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
- 11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journeyperson ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
- 12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and
- 13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

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

### CERTIFICATION

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

Robert F. Audet, Inc.	
By: Stephen P. Landry	
Title: Vice President	
Subscribed and sworn before me this	Notary Public Protary My commission expires PUBLIC

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### 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 <a href="https://www.dit.ri.gov">www.dit.ri.gov</a>, under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

Bid/RFP Number: 101354
Bid/RFP Title: URI - Roger Williams Complex Phase 2 Generators
RIVIP Vendor ID#:
Vendor Name: Robert F. Audet, Inc.
Address: 2883 South County Trail East Greenwich, RI 02818
Telephone:401-884-3310
Fax:
E-Mail: Lkent@rfaudet.com
Contact Person and Title: Lynn Kent, Treasurer
Robert F. Audet, Inc. (Company Name & Address) (hereafter
"bickder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13. Because bidder meets one of the following qualifications (check):
A. XBidder 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);
BBidder 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

C.	Bidder has entered into a current collective barga Department of Labor and Training Apprenticeship Prog bargaining agreement, will employ at least one apprentitraining" experience in the apprentice's trade by perform collective bargaining agreement and signature page);	ce per trade/occupation, who will obtain "on the job
D.	Labor and Training Apprenticeship Program sponsor an employ at least one apprentice per trade/occupation, when the state of the state o	
E.	Bidder will not perform work on the awarded co	ntract except through subcontractors (non performance);
F,	Bidder has received approval from the Rhode Isl general contractor requirements of R. l. Gen. Laws §37-Island Department of Labor and Training correspondence	
	Stephen P. Landry, Vice President	16 May 2024
	Printed Name and Title of Authorized Representative	Date



### STANDARDS OF APPRENTICESHIP

	can	8000	Hours	
	Water a sur			
	FORMULATED BY		×	<b>(2</b> 0)
ge <sup>gg</sup>				
Robert F. Audet, Inc.			91	
TRAINING PROGRAM SPONSOR				
2883 South County Trail,	East Greenwich,	RI 0281	8	5

### of the State of Rhode Island Apprenticeship Council

Department of Labor

220 Elmwood Avenue Providence, Rhode Island 02907

### FOREWORD

It has been recognized by this sponsor that to train skilled mechanics 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 Department of Labor.

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 a trade, they will be afforded an opportunity to become a skilled craftsworker.

### DEFINITIONS

"APPRENTICE" shall mean a person who has agreed, and signed an apprentice agreement, with the employer to acquire the trade as outlined in these Standards.

"EMPLOYER" shall mean Training Program Sponsor as identified on page 1 (Cover Sheet).

"APPROVING AGENCY" shall mean State of Rhode Island Apprenticeship Council, Department of Labor.

"SUPERVISOR OF APPRENTICES" shall mean the person designated to perform the duties as outlined in these Standards.

"APPRENTICESHIP AGREEMENT" shall mean a written agreement between the employer and the person employed as an apprentice, which agreement shall be signed by the employer and the apprentice, and if the apprentice is a minor, by the parent or guardian. Every agreement shall be approved by and filed with the Rhode Island Apprenticeship Council Department of Labor.

"PARTIES TO THE APPRENTICE AGREEMENT" shall mean the apprentice and the parent or guardian, if the apprentice is a minor, and a duly authorized representative of the company, each of whom shall sign the agreement.

"STANDARDS OF APPRENTICESHIP" shall mean this entire document, including these definitions.

### SECTION I. TERM OF APPRENTICESHIP

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. PROBATIONARY PERIOD

The first 1000 hours or six months of employment for the apprentice, shall be a probationary period. During this probationary period the agreement may be cancelled 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 III. CREDIT FOR PREVIOUS EXPERIENCE

Applicants who have previous training in the trade may receive such credit as the employer decides after checking the records of such training. Apprentices granted credit shall receive the wage of the period to which the credit advances them.

### SECTION IV. 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.

### SECTION V. SUPERVISION OF APPRENTICES

The Apprentice shall be under the general supervision of the journeyperson with whom the apprentice will work, and the direct supervision of the Employer or Master Supervisor whose duty it shall be to see that the Apprentice receives the work experience outlined in these Standards.

### SECTION VI. PERIODIC EXAMINATION

The apprentice shall be given an examination before each period of advancement by his supervisor to determine his progress.

### SECTION VII. RATIO OF APPRENTICES

The number of Apprentices to be employed shall not exceed one apprentice for every five journeyperson regularly employed, or 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.

### SECTION VIII. 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 these Standards and an opportunity to read them before signing the apprentice agreement.

### SECTION IX. APPRENTICE 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.

selection: 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.

### SECTION X. HOURS OF WORK

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

### SECTION XI. WAGES

Apprentices shall be paid not less th		an the	
following rates per hour: PERIOD-(Months, Hours, Years	3)8	1000	
	(No.)	(Period)	
1st6mo5.0% 5th7.0% 9th	13th.		
2nd55% 6th75% 10th	14th.	•••••	
3rd	15th.		
4th65% 8th6mo. 90% 12th	16th		
Journeyperson's wage rate as of 1-1993s	13.00 p	er hr. (wk.)	

### SECTION XII. SCHEDULE OF WORK PROCESSES

The apprentice shall receive instruction and work experience in all branches of the trade as listed in the Work Processes attached hereto. 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 shop production schedule.

### SECTION XIII. 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.

### 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. REGISTRATION OF PROGRAM

These Standards shall be submitted to the Rhode Island Apprenticeship Council Department of Labor for approval and will become effective upon the date of approval.

### SECTON XVI. CERTIFICATE OF COMPLETION

Upon satisfactory completion of the term of apprenticeship, the employer shall recommend to the Approval Agency that a State Certificate of Completion be awarded.

### SECTION XVII. 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 XVIII. 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:

PPROVED AND ACCEPTED
Robert F. Audet, Inc.
ROBERT F. AUDET
TE President
E4/4/93
APPROVED BY AND FILED WITH
RHODE ISLAND APPRENTICESHIP COUNCIL
DEPARTMENT OF LABOR
CHAIRMAN OF RHODE ISLAND
STATE APPRENTACESHIP COUNCIL
MT



### State of Rhode Island Apprenticeship Council

Department of Labor

220 Elmwood Avenue Providence, Rhode Island 02907

### INFORMATIONAL DATA

1.	Name of Company Robert F. Audet, Inc.
2.	Address 2883 South County Trail, Fast Greenwich, RI 02818 (Street) (city) (zip code) (phone)
3.	Present number of Employees 12
4.	Products made or services rendered <u>Electrician</u>
5.	Trade/s in which training is to be given <u>Electrician</u>
6.	Term of Apprenticeship 8000 hours
7.	No. of skilled mechanics (Journeyworkers) now employed in the trade 9
8.	Potential number of apprentices 2
9.	Wage rate of skilled mechanics: Per hour \$13.00 Per week \$520.00
10.	Approximate starting rate to be paid apprentices:
•)	Per hour \$6.50 Per week \$260.00 Premium rate 1½
11.	Hours of work: Per day 8 Per week 40
12.	Rate to be paid upon Completion of Apprenticeship \$13.00
13.	Do you have a bargaining agreement with your employees? N/A
<b>(4)</b>	If so, give name and number of employee organization
14.	Have you Veterans now employed who desire Apprenticeship? N/A
15.	Have you adequate equipment and type of work and personnel to train in all the
	required skills of the trade?
16.	Apprentices shall be required to attend classes of related instruction for approximately 150 hours each year of apprenticeship.
17.	Related instruction will take place R.1. Construction Academy

whiteurics on	alification: AGE 18	
16	EDUCATION 12	
Supervisor of	Apprentices: Robert Audet	
	LICENSE#: 8-4623	
*	72	
WAGE SCHEDULE	PERIODS- (Months, Hours, Ye	
147	runtobs- (Months, Hours, 18	(No.) (Period)
1st6mo. 50% 5th 6mo. 70%	9th 13th • .	e *
2nd6mo, 55% 6th 6mo, 75%	10th 14th	
3rd6mo. 60% 7th 6mo. 85%		
4th <sub>6mo. 65%</sub> 8th 6mo. 90%		
Minimum journeyperson's wage ra	C-1	Per Hour
8	is	
Normal Work Week40	Hours, Premium Rates	
	Source Treatem Races	12
(IF UNION IS INVOLVED)		
(XX DATOR ID INVOLVED)		21
FOR THE UNION	FOR THE COM	PANY
Union N/A	Company Rob	ent) F. Audet, Inc.
Ву	Ву Сод	his .
Title	ROBERT Title Pre-	F.AUDET Sident
Date	Date 1/6/	93
Approved for: 2 Apprentic	e(s)	
	1/1	ales
Term <u>8000</u> 4 (Hours) (Ye	ars) Date	1/92
	Min	In-
. //.	Deva	rtment of Labor ENTICESHIP COUNCIL
Social T. Came	/ 220	Elmwood Avenue
// (Field Representative)	Prov	idence, R.I. 02907
		¥ 1
<u>~</u> *		

### Appendix A



### TERM OF APPRENTICESHIP, ON THE JOB LEARNING OUTCOMES, & RELATED INSTRUCTION OUTLINE

Electrician

O\*NET: 47-2111 RAPIDS CODE: 0159

This schedule is attached to and a part of these Standards for the above identified occupation.

1. TERM OF APPRENTICESHIP. The term of the occupation is Time Based, 8000 hours of On-the-Job Learning (OJL), supplemented by 576 hours of related instruction. To become a journeyworker, apprentices are required to pass the exam for an electrician's license. Credit for prior learning (work hours or instruction) granted by the sponsor requires the approval of the Electrical Licensing Board to be applicable toward eligibility to test for the license. The probationary period shall be defined as 1000 hours on the job.

Apprentices will will not be paid for hours spent attending classes.

Classes will be offered during, not during regular work hours or a combination.

If the apprentice is responsible for paying for any portion of the related instruction, please indicate the amount or percent.

- 2. MENTOR RATIO. The ratio for the first apprentice and for residential or manufacturing shop work is: 1 Apprentice to 1 Journeyworker on the jobsite. For commercial jobs the ratio is 1:3 for second and subsequent apprentices. Work on a structure with more than four (4) dwelling units is classified as a commercial job.
- 3. <u>APPRENTICE WAGE SCHEDULE</u>. Apprentices shall be paid a progressively increasing schedule of wages based on 

  ✓ percentages or dollar amounts progressing to the journeyworker wage rate: \$\_\_\_\_\_.

Period		Wage \$ or %	OJ	L Hours	Other milestones for wage progression
1st	χ.	50%		1000	
2nd		55%		1000	and complete Level 1 instruction
3rd		60%		1000	
4th		65%		1000	and complete Level 2 instruction
5th		70%		1000	
5th		75%		1000	and complete Level 3 instruction
7th		80%		1000	
3th		90%		1000	and complete Level 4 instruction.
					Passing electrical license exam. Apprentices may not spend more than a year at this step prior to being exited
9th		95%			from the program.
End Wage		100%		$\sim$	

### 4. APPRENTICE MINIMUM ENTRY QUALIFICATIONS

The Sponsor establishes the following minimum qualifications for entry:

that	Please indicated any additional age requirements established for your program. <i>Please note employers must complete a Certificate of Age for any minors age 16-17.</i> Please specify any tional age requirement of the Apprenticeship program.
	16 years or older
<b>V</b>	Apprentices must be 18 years old to register as apprentices with the exception of secondary students 16 years of age or older that are concurrently enrolled in an electrical technology education program which leads to obtaining a high school diploma or equivalency certification.
	18 years or older (optional)
Educ	ation. Please specify any education requirements.
<b>V</b>	Apprentices must have a high school diploma or equivalency certification or be enrolled in an education program which leads to obtaining a high school diploma or equivalency certification.
	Apprentices must have a high school diploma or equivalency certification.
	Apprentices must pass a math assessment to demonstrate readiness for the apprenticeship coursework.
Ш	Other education requirements (please be specific).

**Physical**. Please specify any additional physical requirements, for example any physical agility test, fitness test, or other screen prior to being employed.

Applicants will be physically capable of performing the essential functions of the apprenticeship program, with or without a reasonable accommodation, and without posing a direct threat to the health and safety of the individual or others.

Other. If the occupational license or your company human resources policy has other entry requirements or tests, please specify requirements here or attach a copy of the relevant policy.

The Sponsor will use the APPLICATION and SELECTION PROCEDURES documented in these Standards of Apprenticeship.

Sponsors have the flexibility to design application and selection procedures following the guidelines in 41 CFR part 60-3. The procedures outlined below are provided as an example. Participating employers must attach their application and selection procedures if not following the procedures below.

- 1. Information about the program including the EO pledge and how to apply will be made available in accordance with the requirement for universal outreach.
- 2. Applications from external candidates will be accepted according to deadlines and requirements that are publically posted with the job announcement and/or on the application packet. Every person requesting an application will have one made available.
- 3. Before completing the application, each applicant will be provided information about the program included the specifics of the Apprenticeship Agreement.
- 4. All applications for this occupation will be identical in form and requirements. Progress by dates and final disposition of each application will be documented.
- 5. Receipt of the properly completed application along with required supporting documents will constitute receipt of a completed application.
- 6. Applications will be screened for the minimum qualifications and completeness. Applicants deficient in one or more qualifications or requirements or making false statements on their applications will be notified in writing of their disqualification and of the appeal rights available to them. No further processing of such applications will be taken.
- 7. Complete applications meeting the minimum requirements will be ranked based on the factors in the posted job description.
- 8. The top ranking applicants will be invited to interview.
- 9. Participating employers will conduct apprentice applicant interviews using consistent job-related questions and maintain records of each interview summarizing responses and reason for acceptance or lack of acceptance.

<ol><li>Participating employers will rate and select app</li></ol>	licants. Scoring records will be maintained.
Sponsor will follow above procedures	Selection procedures are attached

### Electrician

O\*NET: 47-2111 RAPIDS CODE: 0159

### ON-THE-JOB TRAINING:

APPROXIMATE HOURS

### A. Preliminary Work

600

- 1. Learning the names and uses of the equipment in the trade, such as kind, size, and use of cable, wire, boxes, conduits, and fittings, writches, receptacles, service switches, cutouts, etc.
- 2. Learning names and uses of the various tools used in assembling this material, care of these tools, and other instructions necessary to familiarize the apprentice with the material and tools of the trade.
- 3. Safety

### B. Residential and Commercial Rough Wiring

2500

- 4. Assisting in getting the material from stockroom.
- 5. Loading truck and unloading material and equipment on the job.
- 6. Laying out the various outlets, switches, receptacles, and other details of the job from blueprints or by direction of the Superintendent of construction.
- 7. Laying out the system with materials to be used, where they are to be placed, and other details as to how they shall be run.
- 8. Cutting wires, cables, conduit and raceway; threading and reaming conduit, boring and cutting chases under the direction of the journeyperson
- 9. Installing various kinds of wires, cables and conduits in accordance with
- 10. Assisting journeyperson in pulling wires, attaching wires to fishtape, and keeping wires from kinds of abrasions.
- 11. Connecting conductors to switches, receptacles, or appliances with proper methods of splicing, soldering and typing.
- 12. Installing service switches or load center and subfeeders and fastening up these parts, running raceways and pulling in conductors under the direction of journeyperson electricians.
- 13. Assisting in preparing lists of materials used, including names, number of pieces, or number of feet, etc., for office records.
- 14. Loading unused material and cleaning up job areas

### C. Residential and Commercial finish Work

1500

- 15. Connecting and setting witches, receptacles, plates, etc.
- 16. Installing proper size and types of fuses for each circuit.
- 17. Installing and connecting various kinds of fixtures.
- 18. Tracing and polarity of conductors and devices.
- 19. Testing the circuit for grounds and shorts and locating and correcting job defects.
- 20. Assisting journeyperson in installing and completion of the National Board of Fire Underwriters and special local regulations-proper sizes of wires, services, conduits, etc.

### D. Industrial Lighting and Service Installation

2000

- 21. Installing rigid conduit, electric metallic tubing BX armored cable wiremolds on all types of heavy electrical equipment and major-size service entrance installation.
- 22. Wiring all types (gas, oil, stoker, etc.) of heating equipment.
- 23. Installing wiring and controls for air conditioning.

E. Troubleshooting	1000
24. Repairing all kinds of electrical work.	
25. Checking out trouble and making repairs under supervision of electrician.	
26. Checking out trouble and making repairs without supervision.	
F. Motor Installation and Control	400
27. Installing overcurrent devices.	400
28. Checking for proper installation and rotation.	
29. Installing replacement motors.	
30. Analyzing motor circuits and trouble-shooting.	
31. Installing emergency generators and controls.	
32. Installing pushbuttons, pilot lights, relays, timing devices, and interlocking controls.	
TOTAL HOURS	8000

### **RELATED INSTRUCTION OUTLINE**

**Electrician**O\*NET: 47-2111 RAPIDS CODE: 0159

Select	an instruction provider below or attach information about your proposed instruction provider.
	Chariho Adult Education; South County
	CCRI (Community College of Rhode Island); Lincoln / Davies
	Diman Regional Vocational Technical; Fall River, MA
	Martin Electrical School; Norwood, MA*
	New England Institute of Technology; Warwick
	Newport County Apprentice Training Academy / Aquidneck Island Adult Learning Center
	Penn Foster, Online.*
	RICTA - ABC Rhode Island Construction Training Academy; Pawtucket
	Roger Williams University Electrical Apprenticeship Training Center; Providence
	Southeastern Technical Institute; South Easton, MA*
	Tri-County Regional Vocational Technical; Franklin, MA*
	Other (specify)
	r apprentices are receiving instruction out-of-state, it is the Sponsor's responsibility to provide a of any electrical code amendments adopted by the State of Rhode Island.
Check t	o allow the Concurrent High School Apprenticeship Option:
	High school students who are enrolled in an electrical technology program may register in this program with their enrollment in high school electrical courses fulfilling the obligation to be enrolled in related instruction while they are a high school student. Upon graduation from high school the student will be assessed for placement into the proper level in the Apprenticeship Instruction sequence and will complete the remaining levels with the instruction provider indicated above.

Method of delivery: Courses are delivered through classroom instruction with a hands-on learning lab.

**Instruction Content:** The program follows the National Center for Construction Education and Research (NCCER) four-level Electrical curriculum. The apprentice shall receive theoretical related instruction for a minimum of 144 hours per year, for each year of their apprenticeship, in all aspects of the Electrical Trade listed below. This instruction, in combination with the apprentice's on-the-job training, is designed to prepare apprentices to pass the required state licensing exam.

### FIRST YEAR

- Orientation to the Electrical Trade
- Electrical Safety
- Terminology used in the trade
- Electrical circuits
- Electrical theory
- Introduction to the National Electric Code
- Device boxes
- Hand bending
- Raceways and fittings
- Conductors and cables
- Basic electrical construction drawings
- Residential electrical services
- Electrical test equipment

### SECOND YEAR

- Alternative current
- Motors: theory and application
- Electric lighting
- Conduit bending
- Pull and junction boxes
- Conductor installations
- Cable tray
- Conductor terminations and splices
- Grounding and bonding
- Circuit breakers and fuses
- Control systems and fundamental concepts

### THIRD YEAR

- Load calculations branch and feeder circuits
- Conductor selection and calculations
- Practical applications of lighting
- Hazardous locations
- Overcurrrent protections
- Distribution equipment
- Transformers
- Commercial electrical services
- Motor calculations
- Voice, data, and video
- Motor controls

### **FOURTH YEAR**

- Load calculation feeders and services
- Health care facilities
- Standby and emergency systems
- Basic electronic theory
- Fire alarm systems
- Specialty transformers
- Advanced controls
- HVAC controls
- Heat tracing and freeze protection
- Motor operation and maintenance
- Medium-voltage terminations/splices
- Special locations
- Fundamentals of crew leadership

Source: NCCER. Course Planning Tools. 8th Edition. http://www.nccer.org/electrical