

Quasi-Public  
University of Rhode Island

SECTION 1 – RIVIP VENDOR INFORMATION

**Bid/RFP Number:** 100167A2  
**Bid/RFP Title:** ELECTRICAL SERVICE AND FIELD LIGHTING  
**Bid Contact Person:** PURCHASING  
**Bid Contact Phone:** (401)874-2171  
**Opening Date & Time:** 10/7/2015 3:00 PM  
**RIVIP Vendor ID #:** 5781  
**Vendor Name:** K Electric, Inc.  
**Address:** 2646 Warwick Avenue  
**Telephone:** (401) 739-6000  
**Fax:** (401) 739-7606  
**E-Mail:** DaveKelectric@aol.com  
**Contact Person:** David Kirk  
**Title:** President

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at [www.purchasing.state.ri.us](http://www.purchasing.state.ri.us). It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

**Submission Information**

Submit offers as required within the Bid/RFP document. This contract is NOT a state bid.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate, (3) that vendor understands and has complied with the requirements set forth.

*David M. Kirk*

Date 10/7/15

Vendor's Signature: I/we certify that the above vendor information is correct and complete.

DAVID M. KIRK                      PRESIDENT

Print Name and Title of company official signing offer

**BID/PROPOSAL**

COMMODITY: ELECTRICAL SERVICE AND FIELD LIGHTING DATE: 9/16/2015  
FORMAL BID NO. \_\_\_\_\_ PUBLIC BID NO. 100167 RFP NO. \_\_\_\_\_  
BIDS ARE TO BE RECEIVED IN URI PURCHASING DEPARTMENT BY: DATE: 10/7/2015 TIME: 3:00 PM

BUYER: TRACEY ANGELL/msc  SURETY REQUIRED: YES: X NO: \_\_\_\_\_

PRE-BID/PROPOSAL CONFERENCE: DATE: 9/25/2015 TIME: 1:30 PM  
MANDATORY: YES: X NO: \_\_\_\_\_

LOCATION: URI Office of Capital Projects (Sherman Bldg), 60 Tootell Road, Kingston RI 02881  
Meet in the 1st floor conference room. Please note that the street address was previously 523 Plains Road.

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

COMPANY NAME: K ELECTRIC INC FEIN: 050281770  
STREET AND NUMBER: 2646 WARWICK AVE.  
CITY, STATE & ZIP CODE: WARWICK, RI 02889  
ORDERING E-MAIL ADDRESS: davekelectric@aol.com julie\_kelectric@verizon.net

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

DAVID M. KIRK PRESIDENT 401-739-6000 FAX 739-7606  
Print Name and Title Telephone Number/Facsimile Number  
David M. Kirk 10/7/15 050281770  
Signature Date Company F.E.I.N.

**THIS BID WILL NOT BE HONORED UNLESS SIGNED**  
*The University of Rhode Island is an equal opportunity employer committed to the principles of affirmative action.*

University of Rhode Island Bidder Certification Form

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

Rules for Submitting Offers

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND BOARD OF GOVERNORS FOR HIGHER EDUCATION CONTRACTS.** This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws, including the Board of Governors for Higher Education General Terms and Conditions of Purchase. The regulations, General Terms and Conditions are incorporated into all University of Rhode Island contracts and can be viewed at: [www.ribghe.org/procurementregs113006.pdf](http://www.ribghe.org/procurementregs113006.pdf) and [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

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

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

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

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

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

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

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

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

**ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**

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

Indicate Yes (Y) or No (N):

N 1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.

N 2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

N 3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

Y 4 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

Y 5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe," and (2) RIGL section §37-2-7(16) which identifies the Board of Governors for Higher Education as a public agency and gives binding contractual authority to the University Purchasing Agent, including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the University of Rhode Island may be disregarded and shall not be binding on the University of Rhode Island.

Y 6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

Y 7 I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

Y 8 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

Y 9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

Y 10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) and the Board of Governors Website ([www.rihghe.org/procurementregs113006.pdf](http://www.rihghe.org/procurementregs113006.pdf)) apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein.

Y 11 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

12 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: \_\_\_\_\_

Y 13 I/we certify that the above information is correct and complete.

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

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

Vendor's Signature: David M. Kirk Bid Number: 100167 Date: 10/7/15  
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)  
DAVID M. KIRK - PRESIDENT 401-739-6000  
Print Name and Title of Company official signing offer Telephone Number

University of Rhode Island

URI Tibbets Athletic Fields

URI Project No. KC.M.MISC.2010.005

DOCUMENT 00100 – INVITATION TO BID

NOTICE TO CONTRACTORS – BID NO. 100167

Date: 9/16/15

Project: Tibbets Athletic Fields  
University of Rhode Island, Kingston Campus

Project Description: The project includes the construction of field lighting, foundations, and electrical service.

Completion Time : ~~180~~ 120 calendar days, starting from the day the contract is signed.

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

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

Design Agent: Office of Capital Projects, University of Rhode Island

The **Owner** is soliciting bids for Tibbets Athletic Fields on the Kingston Campus of the University of Rhode Island, in accordance with the plans and specifications dated June 2015.

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

Mail to:

University of Rhode Island  
P.O. Box 1773  
Purchasing Department  
Kingston, RI 02881

Deliver via courier to:

University of Rhode Island  
Purchasing Department  
Dining Services Distribution Center  
10 Tootell Road  
Kingston, RI 02881

University of Rhode Island

URI Tibbets Athletic Fields

URI Project No. KC.M.MISC.2010.005

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

Time: 3:00 M Date: 10/07/2015

**NOTE:** Plans and specifications are available to download from the RI Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) at no cost. From the menu on the left select: Solicitation Opportunities > Other Solicitation Opportunities. Highlight University of Rhode Island from the drop down menu of Bidding Entities. Enter the bid number and click 'search'. All components of the bid specifications can be downloaded by clicking on the links associated with the bid number above. Bidders are reminded to check the website periodically for updates and that it is their responsibility to download all addendums prior to the bid opening date.

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

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

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

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

Refer to Documents 00 2113 –Instructions to Bidders and 00 2115 – Supplemental Instructions to Bidders for specific Bidding requirements including additional State and Federal mandates.

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

University of Rhode Island

URI Tibbets Athletic Fields

URI Project No. KC.M.MISC.2010.005

The **Owner** will hold a mandatory pre-bid conference at

University of Rhode Island, Sherman Building 60 Tootell Road Kingston RI

On 9/25/2015 - At 1:30 PM

Requests for Information and/or clarifications related to this solicitation:

Should be emailed to: [uripurchasing@uri.edu](mailto:uripurchasing@uri.edu) not later than: *9/28/15 at 12:00 PM (Noon)*

The subject line of the email should read: **Bid 100167 Questions**. RFI's submitted in an alternate format risk being filtered out as spam and may not be responded to in time. Questions should be submitted in a WORD document or other editable format.

**END OF DOCUMENT**



Bid No. 100167

Standard Contract Document - URI Bid

Tibbets Athletic Fields

URI Project No. KC.M.MISC.2010.005

DOCUMENT 00410 - BID FORM

Date: 9/16/15  
To: University of Rhode Island, Purchasing Office  
10 Tootell Road, Kingston, RI 02881  
Project: Electrical Service and Field Lighting at Tibbits Field  
University of Rhode Island, Kingston Campus

Submitted by: K ELECTRIC, INC.  
(include address, 2646 WARWICK AVE. WARWICK, RI 02889)

tel. & FAX nos., 401-739-6000 FAX 739-7606

and license no.  
if applicable) A-2089

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

Three hundred fifty one thousand two hundred (\$ 351,230.00.)  
(written, and thirty dollars numerically)

- We have included the specified Allowances from Section 01200 in Division 1 of the Specifications in the above Bid sum as follows:

1. Rock Excavation	\$10,000.00
2. Utility	\$10,000.00
3. Material Testing	\$2,000.00
<b>Total</b>	<b>\$22,000.00</b>

- We have included the required Bid security in the above Bid Sum. We have Included 100% Payment and Performance Bonds in the above Bid Sum.
- We agree to comply with all requirements of RI General laws including those requiring prevailing wages and apprenticeship hours.

2. ALTERNATES

None

3. UNIT PRICES

None

4. ACCEPTANCE

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

If this bid is accepted by the Owner within the time period stated above, we will:

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

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

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

5. CONTRACT TIME

If this Bid is accepted, we will achieve Substantial Completion of the Work within 180 calendar days (no winter shut-down) from the receipt of the Notice of Intent to Award. The Contractor shall complete the install of underground conduit and light foundations by December 31, 2015. We have included all premium time or additional staffing required to accommodate this schedule.

6. LIQUIDATED DAMAGES

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

**\$ 250.00 per calendar day.**

7. REQUIREMENT FOR LICENSE NUMBER

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

LICENSE NUMBER: A2089.

8. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated 10/1/15.

Addendum No. 2, dated 10/1/15.

9. BID FORM SIGNATURE(S)

David M. Kirk

(Bidder's name)

By: DAVID M. KIRK

Title: PRESIDENT

END OF DOCUMENT

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](http://www.dlt.ri.gov/pw/Posters.htm) or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) 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](http://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](http://www.dlt.ri.gov/pw).

### CERTIFICATION

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

By: David M. Lee

Title: PRESIDENT

Subscribed and sworn before me this 10 day of OCT., 2015

Julia A. Little  
Notary Public  
My commission expires: 9/20/17

DOCUMENT 00430 - BID SECURITY FORM

Know all men by these presents, that we K ELECTRIC, INC., 2646 Warwick Avenue, Warwick Rhode Island  
(insert name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

HARTFORD FIRE INSURANCE COMPANY  
100 River Ridge Drive, Ste. 106, Norwood, Massachusetts  
(insert name and address or legal title of surety)

a corporation duly organized under the laws of the State of Connecticut as  
Surety, hereinafter called the Surety, are held and firmly bound unto the Owner as defined in the Contract  
Documents for URI Project # Below as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of the Amount of the Attached Bid (5% of Bid) for the payment of which sum  
well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

Tibbets Athletic Fields URI, Kingston, Campus

(insert full name, address and description of project)

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

URI Project Number: KC. M. MISC. 2010. 005

Signed and sealed this 7th day of October, 2015,

K ELECTRIC, INC.  
[Signature]  
Principal

[Signature]  
Witness

[Signature]  
Witness

[Signature]  
Title

[Signature]  
Title

HARTFORD FIRE INSURANCE COMPANY  
[Signature]  
Surety Charles A. Byrne, Attorney-in-Fact

END OF DOCUMENT



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD  
BOND, T-4**  
One Hartford Plaza  
Hartford, Connecticut 06155

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

Agency Code: 02-090162

**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
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- 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, **up to the amount of unlimited:**

*Fred R. Tripp, Andrew Fotopulos, David J. Byrne III, Charles A. Byrne, Denise A. Chianese*  
of  
*East Providence, RI*

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 , 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 January 22, 2004 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.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 3<sup>rd</sup> day of November, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that 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 he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public  
My Commission Expires October 31, 2012

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  
Signed and sealed at the City of Hartford. October 7th, 2015



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President