# THE UNIVERSITY OF RHODE ISLAND

DIVISION OF ADMINISTRATION AND FINANCE



PURCHASING DEPARTMENT

10 Tootell Road, Suite 3, Kingston, RI 02881 USA p: 401,874,2171 f: 401,874,2306 uri,edu/purchasing

# **BID/PROPOSAL**

COMMODITY:	ATHLETIC FIELD FIB	ER OPTIC CABLE I	STALLATION	DATE:	10/1/2020			
FORMAL BID NO.	PU	UBLIC BID NO.	100923	RFP. NO.				
BIDS ARE TO BE RI	ECEIVED IN URI PURC	HASING DEPARTM	ENT BY: DATE:	10/28/2020	TIME:	11:00 AM Eastern Time		
BUYER: XENIYA	JONES/dz Jones Date	itally signed (eniya Jones e: 2020.10.01 55:25 - 04'00'	QUIRED: YES:_	X	NO:_			
PRE-BID/PROPOS	SAL CONFERENCE:	DATE:	TIME:_					
LOCATION:	MANDATORY:							
Boormon.	·							
Questions concernir	ng this solicitation must	be received by:	DATE:_	10/15/2020	TIME:	NOON		
For Bid Solicitation Inf  Effective  Public Bid responses	t is the responsibility of all formation visit: http://web.u  STATEMEN  immediately, we are will be publicly read via a scheduled bid openin	uri.edu/purchasing/bid-i T REGARDING ( suspending all in-p Webex video confere	nformation/ COVID-19 person public bid	openings until				
	* URL: https://u	nivofri.webex.com	/meet/uripurcha	sing				
No offer will be considered that is not accompanied by the attached University of Rhode Island Bidder Certification Form/Contract Offer <a href="mailto:completed">completed</a> and <a href="mailto:signed">signed</a> by the offeror.								
COMPANY NAME:	Robert F. Audet, In							
STREET AND NUMB	·							
CITY, STATE & ZIP C	, obb.	rich RI 02818		4 22101122				
Laurie Patnaude, V	vice President		-	4-3310/ 401-884				
rincivanie and ritte	24		•	e Number/Facsimi				
SIL		10/28/2020		ting@rfaudet.co	om			
Signature		Date	E-mail a	ddress				

# THIS BID WILL NOT BE HONORED UNLESS SIGNED

### 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.

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.

### 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 Purchasing Laws and Regulations and other applicable State Laws and Regulations, including the Board of Governors for Higher Education Regulations and General Terms and Conditions of Purchase. The Regulations and General Terms and Conditions are incorporated into all University of Rhode Island contracts and can be viewed at: <a href="https://web.uri.edu/purchasing/files/BOGREG.pdf">https://web.uri.edu/purchasing/files/BOGREG.pdf</a> and <a href="https://web.uri.edu/purchasing/files/BOGREG.pdf">https://web.uri.edu/purchasing

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 <a href="https://www.ridop.ri.gov/rules-regulations/">https://www.ridop.ri.gov/rules-regulations/</a>

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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.

Indica	ite Yes	(Y) o	r 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 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 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. 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.

Corporation: Robert, F. Audet, Inc.  2883 South County Trail East Greenwich, RI 02818		Electrical License:A-005092 Contractor #:32696				
Name	Occupation	% Ownershio				
John Miguel	Owner	100%				
Stephen Landry	Project Manager	0%				
	Estimator	0%				
Treasurer/Secretary Lynn Kent		0%				
	Name John Miguel Stephen Landry Laurie Patnaude	Name Occupation John Miguel Owner Stephen Landry Project Manager Laurie Patnaude Estimator				

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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.

THE VENDOR CERTIFIES THAT	LHE /	/ENDOR	CERTIFIES	THAT:
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 $\underline{Y}$ 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.

 $\underline{Y}$  6 l/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

Y / 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 (<a href="https://www.ridop.ri.gov/rules-regulations/">https://www.ridop.ri.gov/rules-regulations/</a>) and the Board of Governors Regulations on the URI Purchasing Website (<a href="https://web.uri.edu/purchasing/files/BOGREG.pdf">https://web.uri.edu/purchasing/files/BOGREG.pdf</a>) 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 8 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

 $N/A_9$  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:

 $\underline{Y}$  10 l/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: (Person Authorized to enter into contracts; signature must be in ink)	Bid Number:100923	Date: 10/28/2020
Laurie Patnaude Vice President	(п аррпс	able)

Print Name and Title of Company official signing offer

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Solicitation Title: Athletic Field Fiber Optic Cable Installation

**BID FORM** 

To:

University of Rhode Island, Purchasing Department

10 Tootell Road, Kingston, RI 02881

Project:

Athletic Field Fiber Optic Cable Installation

Bidder:

Robert F. Audet, Inc.

Legal name of entity

2883 South County Trail East Greenwich, RI 02818

Address

Laurie Patnaude	estimating@rfaudet.com	
Contact name	Contact email	
401-884-3310	401-884-3316	
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):

\$

235,725.00

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

two hundred tirty five thousand, seven hundred and twenty five dollars

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

Solicitation Title: Athletic Field Fiber Optic Cable Installation

## ALLOWANCES

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

1. Allowance #1 – Unforeseen Existing Condition Coordination \$10,000.00

2. Allowance #2 – Unforeseen Elec. & Architectural Coordination \$5,000.00

Total Allowances: \$15, 000.00

## 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 *includes* the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1, dated_	10/21/2020 LMF
Addendum No. 2, dated_	
Addendum No. 3, dated	

# 2. 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 - Softball Field

Installation of Fiber Optic Cable from Ryan Center to the Softball Field and miscellaneous support work as identified in the Construction Documents. Include \$5,000 allowance for unforeseen conditions in alternate price.

	\$ 74,060.00	
(Amount in	printed electronically, typed, or handwritten legibly in ink)	
sever	nty four thousand sixty dollars	
	(Amount <i>in words</i> electronically typed or handwritten legibly in ink)	

Solicitation Title: Athletic Field Fiber Optic Cable Installation

# ADD ALTERNATE- #2 - Baseball Field

Installation of Fiber Optic Cable from Ryan Center to the Baseball Field and miscellaneous support work as identified in the Construction Documents. Include \$5,000 allowance for unforeseen conditions in the alternate price.

	\$ 20,750.00		
(Amount <i>in</i>	printed electronically, typed, or handwritten legibly in ink)		
twenty	thousand, seven hundred fifty dollars		
**	(Amount <i>in words</i> electronically, typed, or handwritten legibly in ink)		

# 3. UNIT PRICES (<u>ALL UNIT PRICES SHOWN ARE EXAMPLES ARCHITECT TO VERIFY AND UPDATE UNIT PRICES FOR BIDDING)</u>

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.

	DESCRIPTION OF SERVICES	CONTRACTORS UNIT
Unit Price No. 1	48 F Strand Fiber OSP & 48 indoor	
	Material and Labor per LF: per Section 012200, 3.1 Schedule of Unit Prices A.	\$ , 3 - 7 5
		11.35
Unit Price No. 2	144 Strand Fiber	11.33
	Material and Labor per LF: per Section 012200, 3.1 Schedule of Unit Prices A.	\$ , 4 90
Unit Price No. 3	Trench Excavation	
	Material and Labor per CY: per Section 012200, 3.1 Schedule of Unit Prices A.	\$ , 35.00
Unit Price No. 4	Loam and Seed	

Solicitation Title: Athletic Field Fiber Optic Cable Installation

Material and Labor per SY: per Section 012200, 3.1 Schedule of Unit Prices A.	\$	,	11		•	00	
Schedule of Office fices A.		1	1 1	٠	54	٧٢	

# 4. CONTRACT TIME

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

Start of Construction

November 30, 2020

Substantial Completion

February 5, 2021

Final Completion

February 26, 2021

The Final Completion date for Work shall be within **89** calendar days of the Purchase Order from the Division of Purchases.

# 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: One Thousand Five Hundred **Dollars** (\$1,500.00) 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.

Data	10-28-2020	BIDDER
Date: _		Robert F. Audet, Inc.  Name of Bidder
		Signature in ink  Laurie Patnaude Vice President  Printed name and title of person signing on behalf of Bidder

Solicitation Title: Athletic Field Fiber Optic Cable Installation

# 32696

Bidder's Contractor Registration Number



AIA Document A310

# **Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we ROBERT F. AUDET, INC., of 2883 South County Trail, East Greenwich, Rhode Island

as Principal, hereinafter called the Principal, and HARTFORD CASUALTY INSURANCE COMPANY a corporation duly organized under the laws of the State of Indiana as Surety, hereinafter called the Surety, are held and firmly bound unto University of Rhode Island

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Amount of the Attached Bid Dollars (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 Athletic Field Fiber Optic Installation Solicitation # 100923

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.

Signed and sealed this 28th day of October, 2020

ROBERT F. AUDET, INC. (Principal)

(Seal)

(Title)

HARTFORD CASUALTY INSURANCE COMPANY

(Seal)

(Witness)

Attorney-in-Fact

# POWER OF ATTORNE

Direct Inquiries/Claims to: THE HARTFORD **BOND, T-12** 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:

Agency Name: STARKWEATHER & SHEPLEY INS BRK INC Agency Code: 08-089016

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

David J. Byrne, III, Charles A. Byrne, Denise A. Chianese, Andrew Folopulos 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 \( \subseteq \), 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 6, 2015 the Companies have caused these presents to be signed by its Senior 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.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

Hartford

On this 11th day of January, 2016, 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 Senior 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:

Notary Public My Commission Expires March 31, 2018

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 Octobro 28, 2020 Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President

### 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 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;
- 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 <a href="https://www.dlt.ri.gov/pw.forms/htm">www.dlt.ri.gov/pw.forms/htm</a>, 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 <a href="https://www.dlt.ri.gov/pw">www.dlt.ri.gov/pw</a>.

# CERTIFICATION

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

Ву: _	Laurie Patnaude	
Title:	Vice President	
Subsc	cribed and sworn before me this all day of Oct, 2000	
	Sammed- Loo Wils	sen
	Notary Public  My commission expires: 11 16	2023

PUBLIC STATES



# State of Rhode Island and Providence Plantations Contractors' Registration and Licensing Board



Robert F Audet, Inc

John Miguel

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 No.: 32696

Issued: 4/25/2019

Expires: 5/01/2021

**Building Code Commissioner** 

Chairman

11/30/2020 Expiration Date

Assistant Director

EAST GREENWICH RI OZ818
JOHN MIGUEL

ROBERT F AUDET, INC. A-005092 B-011459

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