

Quasi-Public  
Rhode Island College

SECTION 1 – RIVIP VENDOR INFORMATION

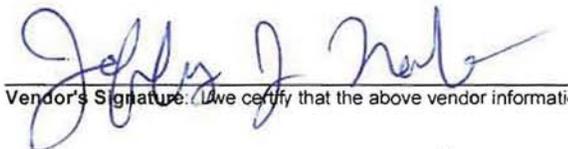
**Bid/RFP Number:** 30338  
**Bid/RFP Title:** Generator Transfer Switch - Gaige Hall West - Rhode Island College  
**Bid Contact Person:** Purchasing  
**Bid Contact Phone:** 401-456-8047  
**Opening Date & Time:** 6/2/2014 10:00 AM  
**RIVIP Vendor ID #:** 9974  
**Vendor Name:** Nolin Electric Inc.  
**Address:** 62A Danielson Pike  
PO Box 947  
**Telephone:** (401) 647-5478  
**Fax:** (401) 647-2780  
**E-Mail:** jeff@nolinelectric.net & NolinElectric@gmail.com  
**Contact Person:** Jacqueline M. Nolin  
**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.

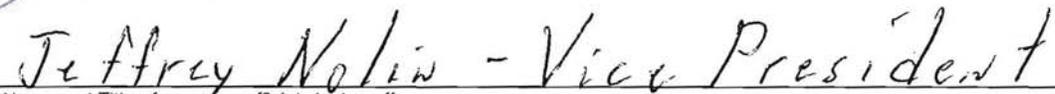
**Submission Information**

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.

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

Date 5-30-14

  
Print Name and Title of company official signing offer

# NOLIN ELECTRIC INC.

62A Danielson Pike, PO Box 947  
North Scituate, R.I. 02857  
Office (401)-647-5478 Fax (401) 647-2780

## PROJECT QUOTE

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Date: 5-30-14

TO: RI College

ATTN: Purchasing dept , Bldg #5

PROJECT: RFP # 30338 - Generator Transfer Switch - Gaige Hall West

**PROJECT SCOPE: Install Generator Transfer switch and components as listed below**

- Replace existing Panel designated on prints as type A
- Replace existing 200a disconnect with new transfer switch
- Connect Panel A and new transfer switch with new 2" conduit feeder

**PROJECT QUOTE: \$11,750.00 (ELEVEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS)**

- *All material included*
- *Labor @ prevailing wage*
- *Shutdowns to be done on normal working hrs with required 10 day notice*

### General Conditions:

1. All applicable taxes are included in our submission, unless project is tax exempt.
2. Equipment and materials supplied by the contractor are warranted only to the extent that the same are warranted by the manufacturer.
3. If a formal contract is required, its conditions must not deviate from this proposal without contractor's permission.
4. Anything (verbal or written), express or implied elsewhere, which is contrary to these conditions shall be null and void.
5. This quote is priced as "as-is" condition and has not allowed for any changes to existing wiring or anything the electrical inspector may request.
6. Project quote is based on normal working hours, Monday-Friday, 7:00am -3:30pm.

Respectfully,

*Joseph D. Therien*

\_\_\_\_\_  
Joseph D. Therien

Accepted by:

\_\_\_\_\_

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– ELECTRICAL CONTRACTORS –

Licensed in: Rhode Island • Connecticut • Massachusetts • New Hampshire • Maine



BID/PROPOSAL

BID/RFP NUMBER: 30338

BID/RFP TITLE: Generator Transfer Switch – Gaige Hall West

OPENING DATE & TIME: June 2, 2014 at 10:00 AM
PRE-BID/PROPOSAL CONFERENCE: YES DATE: 5/22/14 TIME: 10:00 AM
LOCATION OF PRE-BID: PHYSICAL PLANT – CAPITAL PROJECTS CONFERENCE ROOM

Note to Bidders: Questions concerning this solicitation may be emailed to jcmorelli@ric.edu no later than 5/24/14 @ 2:00 PM (EST). Please reference the RFP# on all correspondence. Questions received if any, will be posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download the information.

FEIN: 05-0415636
VENDOR NAME: Nolin Electric Inc
ADDRESS: 624 Danielson Pike, N Scituate RI
TELEPHONE: 401-647-5478
FAX: 401-647-2780
EMAIL: Jeff@NOLINELECTRIC.NET
CONTACT PERSON: Jeff Nolin
TITLE: Vice President

NOTICE TO VENDORS:

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 Procurement Regulations 5.11, and in addition, for highway and bridge projects, also see Procurement Regulations 5.13, accessible at www.purchasing.ri.gov.

SECTION 2 - REQUIREMENTS

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM/CONTRACT OFFER. 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.

Section 2.1 – RULES FOR SUBMITTING OFFERORS

2.1A 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 Rhode Island College, Purchasing Department. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting the 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 (provided above) and the 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 Rhode Island College Purchasing Office (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RIC 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.

Mail To: Rhode Island College, Purchasing Office, 600 Mount Pleasant Avenue, Building #5, Providence, RI 02908.

Documents misdirected to other State locations or which are not present in the RIC 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 Purchasing Office. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP notices shall be posted on the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov/>) 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, Rhode Island College will cancel the original solicitation and resolicit the original offer directly from vendors.

2.1 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 College Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. Rhode Island College is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED TO BE FOB DESTINATION.

2.3 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.

2.4 PREVAILING WAGE and 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).

2.5 PUBLIC RECORDS. Offerors are advised that all materials submitted to the College 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 at Rhode Island College Mondays through Fridays between 8:30 am – 3:30 pm. Telephone requests for bid results will not be honored. Written requests for results will only be honored if the information is not available on the Division of Purchases ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) or RIC Purchasing website ([www.ri.edu/purchasing](http://www.ri.edu/purchasing)).

### SECTION 3 – AWARD DETERMINATION

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 College's sole option.

3.1 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.

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

### SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by Rhode Island College, 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 Rhode Island College Purchasing Office PRIOR TO delivery.

4.1B 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 Rhode Island College Purchasing Office, shall be considered a binding contract.

4.2 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 Rhode Island College contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) and the Board of Governors for Higher Education website ([www.righe.org/procurementregs113006.pdf](http://www.righe.org/procurementregs113006.pdf))

4.2A 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. Publ.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).

4.3 EQUAL EMPLOYMENT OPPORTUNITY: Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and 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.

4.4 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.

4.5 DEFAULT and NON-COMPLIANCE: Default and/or non-compliance with RIVIP 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.

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

4.7 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 agency for which work will be performed.

## SECTION 5 – CERTIFICATIONS AND 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):

1. State whether your company, or an 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 please provide details below.
2. State whether your company, or an 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 please provide details below.
3. State whether your company, or an 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 the Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then please provide details below.
4. I/we certify that I/we will immediately disclose, in writing, to the college Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

- 5. I/we acknowledge that, in accordance with 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", 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 Office of Purchases may be disregarded and shall not be binding on the state".
- 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State law and regulation 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 Rhode Island College Purchasing Agent in writing of such circumstance.
- 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 Rhode Island College Purchasing Agent in writing of such circumstance.
- 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island College Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for perjury.
- 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from his offer
- 10. I/we acknowledge that I/we understand the State 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 ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- 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. I/We certify that the above vendor information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-3 OR IF YOUR ARE UNABLE TO CERTIFY YES TO ITEMS #4-12 THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

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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

Jeffrey J. Nolin Date: 5-30-14  
 Vendor's Signature (Person authorized to enter into contracts; signature must be in ink)

Jeffrey Nolin - Vice President  
 Print Name and Title of Company official signing offer

**RETURN OF BID INVITATION - Bids must be mailed/delivered to RHODE ISLAND COLLEGE PURCHASING DEPARTMENT, BUILDING #5 in a sealed envelope furnished, by the time and date specified for the opening of responses. Bids misdirected to other locations or which are not present at the time of opening for whatever cause will be considered to be late, and will be returned unopened. For the purposes of this requirement the official time and date shall be that of the date/time stamp in the reception area.**

State of Rhode Island  
PAYER'S REQUEST FOR TAXPAYER  
IDENTIFICATION NUMBER AND CERTIFICATION

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

**Taxpayer Identification Number (T.I.N.)**

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

Social Security No. (SSN)

[Empty boxes for SSN]

Employer ID No. (EIN)

05 0415636

NAME

Nolin Electric, Inc.

ADDRESS

62 A Danielson Pike

(REMITTANCE ADDRESS, IF DIFFERENT)

PO Box 947

CITY, STATE AND ZIP CODE

No. Scituate, RI 02857

**CERTIFICATION:** Under penalties of perjury, I certify that:

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

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

**PLEASE SIGN HERE**

SIGNATURE

*Jeffrey J. Nolin*

TITLE

VP

DATE

5/30/14

TEL NO.

401-647-5478

**BUSINESS DESIGNATION:**

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

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

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

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

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

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

Mail to: Rhode Island College, Purchasing Department, Building #5  
600 Mt. Pleasant Avenue, Providence, RI 02908



STATE OF RHODE ISLAND  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF PURCHASES

## NOTICE TO VENDORS

### *Public Works Projects*

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 G). Also see Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

# INVITATION TO BID

## Electronic Solicitation Bidding Information

### **Downloading and Accessing Additional Electronic Solicitation Files**

Accessing electronic files on the purchasing website will require Adobe viewer. All bid solicitations that include a "D" in the "Info" column will require WinZip 8.1 software. The WinZip file may contain one or more files. These files may require additional software such as Microsoft Office.

Specifications that have a file for download are marked with a "D" in the "Info" field of the bid search results page located on the Purchasing website. The "D" will indicate an active link to the WinZip file until the bid reaches its opening date. Clicking on the active "D" link will allow you to open or save the WinZip file associated with the bid. Opening the WinZip file will offer you the option of saving to your local computer.

Once saved, you can open the WinZip file and view the files. The individual files can be saved to your computer in a location such as "Desktop" or "My Documents".



State of Rhode Island Department of Administration  
Division of Purchases

REVISED  
November 20, 2013

**NOTICE TO VENDORS**

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.**

The public copy must be submitted in .pdf (portable document file) format on a *read-only* CD-R media disc. The disc must include *all of the documents* submitted in response to the solicitation concatenated or merged into one file. The file must be named in the following manner:

BidNumber\_DateofBid\_VendorName\_VendorID.pdf

The Bidder Certification Cover Form contains all of the information for the file name. The date of bid must appear as mm-dd-yyyy. The vendor name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

*Example: 7543210\_11-08-2013\_OceanStateCompanyInc\_9867.pdf*

The public copy disc must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information (all available from the Bidder Certification Cover Form): (1) title of solicitation; (2) name of bidder and RIVIP vendor ID number; (3) bid number; and (4) date of bid.

The public copy may redact any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.*

For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11 accessible at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

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/html](http://www.dlt.ri.gov/pw.forms/html), 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.

Jeffrey J. Nolin

By: Jeffrey Nolin

Title: Vice President

Subscribed and sworn before me this 30<sup>th</sup> day of May, 2014

**ESTELLE D. LANG**  
**NOTARY PUBLIC OF RHODE ISLAND**  
**ID # 756432**  
**My Commission Expires 4/2/2018**

Estelle D Lang  
Notary Public  
My commission expires: 4/2/18

## GENERATOR SWITCH – RHODE ISLAND COLLEGE

### GAIGE HALL WEST

#### PROJECT DETAIL:

ADDING A THREE POSITION SAFETY SWITCH/MANUAL TRANSFER SWITCH AND REPLACING AN EXISTING STANDBY DISTRIBUTION PANEL AT GAIGE HALL WEST. THIS REQUEST IS TO PROVIDE THE MAIN DATA CENTER WITH AN ALTERNATE SOURCE OF STANDBY GENERATOR POWER.

#### SCOPE OF WORK:

#### ELECTRICAL SPECIFICATIONS:

- A. The electrical system layouts indicated are generally diagrammatic and locations of outlets and equipment are approximate; govern exact routing of wiring and raceways, locations of outlets and equipment by structural conditions and obstructions. This is not to be construed to permit redesigning system. Interconnect as shown on the attached drawings. Locate all equipment requiring maintenance and operation so that it will be readily accessible. The right is reserved to make any reasonable change in location of outlets and equipment prior to roughing-in without involving additional expense. The word “provide” is hereby defined to mean “furnish and install.” The word “wiring” is hereby defined to mean, “wire, raceway, boxes and fittings.”
- B. Do all wiring in accordance with the prevailing issue of the national electrical code, together with any additional local rules in force by local inspection authorities. Obtain all necessary permits, certificates, etc. Pay fire department plan review fee. Present satisfactory proof of final inspection and approval by all inspections authorities before work is accepted.
- C. Consider the following industry standards as minimum requirements for all materials and equipment where such standards are established for materials in question:

National Electrical Manufacturer’s Association; Institute of Electrical and Electronic Engineers; Underwriters’ Laboratories, Inc.

- D. Thoroughly clean all electrical equipment, devices and enclosures upon completion of all work. Thoroughly clean and repair any equipment whose finish is damaged or rusted.

- E. Submit catalog data or drawings of all electrical for final approval. The approval of shop drawings by the engineer shall be general only in character and not mean dimensions of drawings have been checked, and will in no way relieve the contractor of the responsibility for proper counts, fitting and construction of to work, nor from necessity of furnishing materials or doing the work required by the drawings and/or specifications, which may not be indicated on the shop drawings when approved.

Guarantee the quality of all materials, equipment and workmanship furnished and installed for a period of one (1) year from the date of final acceptance of this installation by the owner and replace all defective apparatus, materials, and equipment at your own expense.

- F. Provide Three (3) copies of a bound manual containing written operating instructions and all shop drawings.
- G. All work must be scheduled to allow the least interference with the normal operation of the existing facility. All shutdowns of services (power, fire alarm, telephone, etc.) must be requested ten business days in advance, and must be approved in writing by the owner. Work shall be performed at other than normal working hours without additional compensation.
- H. Make necessary re-circuiting, extensions of existing circuits, and relocations required to properly re-energize remaining existing devices or equipment that may be interfered with by new construction or removals.
- I. Visit the site prior to bid to ascertain all existing conditions. Report and discrepancies to the engineer, prior to submitting bid.
- J. Carefully remove and store on-site where directed by the owner, all electrical equipment indicated to be removed. Remove and dispose of, off-site in a legal manner, all of this equipment that the owner does not want. Prior to removing any electrical equipment, properly de-energize all associated wiring. Remove wire from terminals of supply switches or circuit breakers. Properly tape supply and load end conductors of all wiring remaining and not re-used. Properly tag both ends. Provide outlet boxes, knock-out seals, cover plates, etc., to leave remaining installation in finished condition.
- K. Provide all holes (if any) through masonry surfaces by "Core Drilling."
- L. Fire seal around all raceways passing through building surfaces.

- M. All materials and equipment to be NEW unless specifically stated otherwise.
- N. Materials and equipment shall be suitable for their intended use and for the environment in which they are installed. For example, equipment located outside shall be weatherproof and constructed of materials that will not rust. This includes brackets, screws, etc.
- O. The contractor is responsible for coordinating all dimensions to make sure that boxes, raceways, equipment, fixtures, etc., fit properly in the finished construction. If special provisions, such as shallow boxes, are required, they shall be provided at no increase in contract price, regardless of catalog numbers listed in contract documents or on shop drawings.
- P. As it is not practical to enumerate in these specifications all details of fittings and accessory equipment required for proper operation of the various electrical systems herein described, it is understood that they will be supplied by the contractor without extra compensation. Provide all fittings, terminations, relays, components of panels and equipment, etc., needed for the best performance possible at the present state of the art.
- Q. Panelboard shall be a Cutler Hammer Pow-R-LINE3A, 39 Circuit, 400 AMP fully rated. Circuit breakers to be bolt on, thermal magnetic, by the same manufacturer. Provide separate copper ground bus, isolated neutral bus, door with tumbler lock, door in door trim with piano hinges, typed panel directory, nameplate (white with black letters), in a NEMA 1 enclosure. See panel schedule on this sheet for additional details.
- R. Thoroughly bond and ground all metallic equipment including conduits, enclosures, etc., all in full conformance with the national electric code and local requirements.
- S. Wiring methods to conform to regulations of N.E.C., State, and Municipality. Wiring shall be THW, THWN, XHHW, rated 75 degrees C minimum and suitable for wet and dry locations. Wire shall be copper, install wiring in EMT. Utilize steel set-screw fittings. Do NOT use type AC or NM cable.
- T. Provide complete electrical distribution as indicated on the drawings.
- U.
- V. Provide all required pull boxes, junction boxes, and outlet boxes.
- W. Wiring for all electrical systems shall be color coded.

X. Manual transfer switch shall be a CUTLER HAMMER #DT324UGK/BE90B, 240 VAC, 200 AMPS, 3 POLE, NON FUSIBLE WITH NEUTRAL, IN A NEMA 1 ENCLOSURE (DT324UGK) or an APPROVED EQUAL. PROVIDE SPECIFICATIONS IF SUBMITTING A BID PROPOSAL FOR A SUBSITUTE BRAND FOR THE MANUAL TRANSFER SWITCH

PROPOSAL AMOUNT: \$ 11,750.00