

**TOWN OF LINCOLN
INVITATION TO BID
Repairs to Upper Rear Wall of Thibaudeau Barn
RFP #2024-06**

Sealed bids are due by 10:00 am on October 23, 2023

Bid Specs are available online at:

<https://www.lincolnri.gov/DocumentCenter/Index/46>

or can be picked up at:

Lincoln Town Hall

100 Old River Road

Lincoln, RI 02865

Hours 8:30 am – 4:30 pm



INDEX

REPAIRS TO UPPER REAR WALL OF THIBAUDEAU BARN

- INVITATION TO BID
- GENERAL SPECIFICATIONS & NOTICE TO VENDORS
- SCOPE OF WORK
- PICTURES
- REFERENCES OF SIMILAR JOBS COMPLETED
- BID PROPOSAL
- PREVAILING WAGE INFORMATION

**TOWN OF LINCOLN
100 OLD RIVER ROAD
PO BOX 100
LINCOLN, RI 02865**

**INVITATION TO BID
REPAIRS TO UPPER REAR WALL OF THIBAUDEAU BARN
RFP #2024-06**

BID OPENING DATE: MONDAY, OCTOBER 23, 2023

TIME: 10:00 AM

**LOCATION: TOWN OF LINCOLN
100 OLD RIVER ROAD
LINCOLN, RI 02865**

**PRESENT BIDS TO: JOHN CIMINO, FINANCE DIRECTOR
TOWN OF LINCOLN
100 OLD RIVER ROAD
P.O. BOX 100
LINCOLN, RI 02865**

BID FORMS AND SPECIFICATIONS MAY BE OBTAINED ONLINE AT <https://www.lincolnri.gov/DocumentCenter/Index/46> OR FROM THE PURCHASING AGENT IN THE FINANCE OFFICE AT THE LINCOLN TOWN HALL, 100 OLD RIVER ROAD, LINCOLN RI, BETWEEN THE HOURS OF 8:30 A.M. AND 4:30 P.M. WEEKDAYS.

QUESTIONS MAY BE EMAILED TO MGAGNON@LINCOLNRI.ORG BY OCTOBER 13, 2023.

QUESTIONS WILL BE ANSWERED AND AN ADDENDUM WILL BE POSTED ON THE TOWN WEBSITE BY OCTOBER 17, 2023.



**TOWN OF LINCOLN
INVITATION TO BID
REPAIRS TO UPPER REAR WALL OF THIBAUDEAU BARN
RFP # 2024-06**

The Town of Lincoln, RI invites sealed bids from qualified contractors for the repairs to the upper rear wall of Thibaudeau Barn located at 397 River Road, Lincoln, RI.

Sealed bids will be received by the Purchasing Agent until **10:00 a.m. on Monday, October 23, 2023**, at which time they will be opened publicly and read in the Town of Lincoln Council Chambers at 100 Old River Road, Lincoln, RI. There will be a pre-bid meeting at the project site – Thibaudeau Barn on October 10, 2023, at approximately 10:30 am.

Such contract shall require the submittal of insurance certificates, the compliance with Federal, State and Local Laws and ordinances, including the payment of prevailing wages. Bid surety in the form of a bank check, bid bond or certified check in the amount of five percent (5%) of the total bid price must be submitted with each bid. The attention of the prospective bidders is drawn to the requirement of paying prevailing wages.

The invitation to bid will be available online at <https://www.lincolnri.gov/DocumentCenter/Index/46> or at the Purchasing Office, Lincoln Town Hall, 100 Old River Road, Lincoln, RI 02865 between the hours of 8:30 a.m. and 4:30 p.m. Two (2) copies of the submitted bids are to be placed in a sealed envelope and clearly marked **Repairs to Upper Rear Wall of Thibaudeau Barn** and be addressed to John Cimino, Finance Director, c/o Town of Lincoln, 100 Old River Road, P.O. Box 100, Lincoln, RI 02865. No proposals will be accepted after the date and time specified. The Town of Lincoln reserves the right to accept or reject, without prejudice, any or all proposals or to waive any irregularities therein, or to accept the proposal deemed to be in the best interest of the town of Lincoln. Individuals requesting interpreter service for the hearing impaired must request such service 72 hours in advance of this scheduled opening.

John Cimino – Finance Director
Town of Lincoln, RI



TOWN OF LINCOLN GENERAL SPECIFICATIONS

1. SUBMITTAL

Sealed bids (proposals) will be accepted in the office of the Finance Director, Town Hall, Lincoln, Rhode Island, until the time indicated on the attached advertisement for bids, for the commodities, equipment or services listed in the specifications; and will be then publicly opened and read at the prescribed time in the Town Hall Council Chambers.

2. FORM OF BID

Proposals shall be submitted on the bid form provided within the invitation to bid package. The bidder is to copy the form, fill it out, and submit it in duplicate with the 5% bid bond and the list of references.

3. SUBMISSION OF BIDS

- a) Envelopes containing bids must be sealed and addressed to the Finance Director, Lincoln Town Hall, 100 Old River Road, P.O. Box 100, Lincoln, RI 02865 and must be marked with the name and address of the bidder, date and hour of opening, and name of item in bid call.
- b) The Purchasing Agent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
- c) Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening. Telephone bids, amendments, or withdrawals will not be accepted.
- d) Unless otherwise specified, no bid may be withdrawn for a period of thirty (30) days from time of bid opening.
- e) Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

- f) Proposals received prior to the time opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.
- g) Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

4. RHODE ISLAND SALES TAX

The Town is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended.

5. FEDERAL EXCISE TAXES

The Town is exempt from the payment of any excise tax or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

6. QUALIFICATION OF BIDDERS

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the Town with all such information and date for the purpose as may be requested.

7. ADDENDA AND INTERPRETATIONS

No interpretation on the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Every request for such interpretations should be in writing and emailed to mgagnon@lincolnri.org by the end of day on October 13, 2023. Questions will be answered and an Addendum will be posted to the town website by the end of day on October 17, 2023.

8. DELIVERY

All bids are to be **From Origin of Business** to various locations within the Town of Lincoln, delivery to be supplied with the Purchase Order. No extra charges for delivery, handling or other services will be honored. Only inside delivery and set-up, where required, will be accepted. **TAILGATE DELIVERIES WILL BE REFUSED.** The vendor must notify the Town of Lincoln 24 hours prior to delivery. All claims for damage in transit shall be the responsibility of the successful bidder. The Town will not make payment on damaged goods, they must be replaced or adjustments made at the option of the Town. The Town of Lincoln is only represented by the Finance Director in these matters and that division, or its appointed representative or agent, shall be the only entity to negotiate any settlements. Deliveries must be made during normal working hours.

Bid price, where applicable, is to include the cost of uncrating and setting in place. Bid price, where applicable, is to include installation.

9. BID SECURITY

Each bid must be accompanied by bid security in the form of certified check, cashier's check, treasurer's check, or bid bond in the amount of five (5%) percent of the total bid.

NOTICE TO VENDORS

1. Contracts shall be awarded by the Town Council to the lowest responsible bidder. In determining “lowest responsible bidder”, in addition to price, the Town Council may consider:
 - The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - Whether the bidder can perform the contract or provide the service promptly or within the time specified without delay or interference;
 - The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - The quality of performance of previous contracts or services;
 - Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - The quality, availability and adaptability of the supplies or contractual services to the particular use required;
 - The ability of the bidder to provide future maintenance and service for the use of the subject contract;
 - The number and scope of conditions attached to the bid.
2. No proposal will be accepted if made in collusion with any other bidder.
3. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with RI General Laws (as amended), Sections 7-1.1-99, 7-1.1-105, and 7-1.1-106.
4. The Town of Lincoln reserves the right to reject any and all bid(s).
5. In determining the lowest responsible bidder, cash discounts for payment less than thirty (30) days will not be considered.

6. Where prices are the same, the Town of Lincoln reserves the right to award to one bidder, or to split the award.
7. Competitive prices may be obtained by all bidders attending formal bid opening. After a reasonable lapse of time, tabulation bids may be seen by applying in person at the Finance Department. Telephone or written requests for the above will not be honored.
8. As the Town of Lincoln is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
9. In case of error in the extension of prices quoted, the unit price will govern.
10. The contractor will not be permitted to either assign or underlet the contract nor assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the Finance Director.
11. Delivery dates must be shown in your bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
12. A certificate of insurance shall be required of a successful vendor.
13. Bids may be submitted on an “approved equal” in quality basis. We reserve the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
14. All vendors doing business within the Town are subject to the requirements as stated in the code of Ethics as established by the Town Ordinance No. 92-15 (9/22/92).
15. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Laws concerning payment of prevailing wage rates apply. (See RI General Laws Section 37-13-1 et seq., as amended).
16. No goods should be delivered or work started without a Purchase Order.
17. The Town requests that you submit one original and one copy of your bid.
18. Compensation to the contractor for professional services shall be based upon and measured by the following elements which are set forth below:
 - The successful bidder will submit to the Town of Lincoln an invoice for each completed project no later than the 2nd week of every month. This invoice will then be added to the Town Council agenda; the council meeting is the 3rd Tuesday of every month. Following the review and acceptance of the Invoice by the Town Council, a payment will be made to the Contractor within 30 days.

- **Additional Work.** If, during the performance of this Agreement, other or additional services are required for this contract, the Town may order the Contractor to perform such additional services, payment to the Contractor for the same shall be as provided above. In order to be eligible for payment for additional services, Contractor must receive, prior to commencement of work, authorization from the Town of Lincoln.
- **Abandonment of Project.** If the Town of Lincoln shall at any time during the performance of this Agreement, deem it necessary for the Town to abandon or involuntarily defer the work under this Agreement, the Contractor shall be entitled to compensation for any work uncompensated, work performed prior to such time. Or compensation shall be withheld if the Town deems the work performed of poor quality.
- **Termination.** In the event that either party shall default in its obligations to perform in accordance with this Agreement, the other party may demand, in writing to terminate this Agreement by giving 48 hours written notice.

END OF SECTION

SCOPE OF WORK
THIBAUDEAU BARN REAR WALL REPAIRS

On the Easterly gable end of the Thibeau Barn located 397 River Road, the existing white cedar shingles are to be stripped in entirety to the peak, this area is to be covered in Tyvek or other approved house wrap membrane, the existing board & batten is to remain. Remove all existing trim in this location.

Install new fascia trim with 1 X 10 primed yellow pine or poplar (approximately 50 LF).

Install new R & R Fascia 1 x primed yellow pine or poplar trim of various widths for approximately 350 LF.

All trim work after installation is to be painted with two Coats of an approved paint.

Install new board and batten which is to overlap the existing by a minimum of two (2) inches and extend continuously in one piece plumb to the peak. The new installation shall be aligned with the existing board and batten below.

All board & batten shall be pre-stained, and all cuts shall be properly sealed with stain. All fasteners shall be galvanized siding nail or other approved weather resistant material. The final installation shall have two (2) additional coats of stain applied.

All waste material shall be properly disposed of by the contractor.

All work shall be in accordance with all applicable governing regulations and be performed in a workmanship-like manner.



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MOVING



REFERENCES OF SIMILAR JOBS COMPLETED

The contractor shall provide the Town of Lincoln a list of any completed jobs that are similar in type. List the project(s), location(s), and contact information for each job.

BID PROPOSAL

TO: JOHN CIMINO, FINANCE DIRECTOR
TOWN OF LINCOLN
100 OLD RIVER ROAD
P.O. BOX 100
LINCOLN, RI 02865

WE, THE UNDERSIGNED, PROPOSE TO UNDERTAKE AND COMPLETE THE WORK PER ATTACHED SPECIFICATIONS FOR THE PRICE(S) STATED BELOW:

Repairs to Upper Rear Wall of Thibaudeau Barn

PRICE IN FIGURES: _____

PRICE IN WORDS: _____

ACKNOWLEDGEMENT OF ADDENDA: _____

DID YOU DEVIATE FROM THE SPECIFICATIONS IN ANY WAY: YES NO
(IF YES, YOU MUST SUBMIT DETAILED DESCRIPTIONS OF ALL DEVIATIONS)

BY: _____
(SIGNATURE)

(COMPANY NAME)

(PRINT NAME AND TITLE)

(ADDRESS)

(DATE)

(TELEPHONE)

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DIVISION OF PROFESSIONAL REGULATIONS**

RULES AND REGULATIONS RELATING TO PREVAILING WAGES

- 1) Any contractor who has been awarded a contract for a public works project in excess of One Thousand Dollars (\$1,000), or any subcontractor performing work on said project, shall be liable for the payment of the applicable Prevailing Wage amount listed in the General Wage Decisions (Davis-Bacon Wage Determinations) regardless of whether or not the prevailing wages were listed in the contract between the contractor and the awarding authority of the state or political sub-division, as required by law. The Fringe Benefit Credit amount listed in the applicable General Wage Decisions (Davis-Bacon Wage Determinations) must always be paid in full as either a bona fide Fringe Benefit Credit or cash equivalent or both.
- 2) Any contractor who has been awarded a contract for a public works project in excess of One Thousand Dollars (\$1,000), shall be liable for the payment of prevailing wages regardless of whether or not a subcontractor may be the primary obligor. The contractor shall ensure that a subcontractor pays the prevailing wage to its employees and otherwise complies with the provisions of R. I. Gen. Laws §§ 37-13-1, *et seq.*
- 3) Pursuant to R. I. Gen. Laws § 37-13-4, all public works projects shall be done by contract. Before awarding a contract for a public works project, an awarding authority shall first determine from the Department of Labor and Training's website, Debarment List, whether the proposed contractor has been debarred under R. I. Gen. Laws § 37-13-14.1 and shall then disqualify all such debarred contractors. In addition, the awarding authority shall notify all bidders that the Prevailing Wage is required as a condition of the contract.
- 4) All alleged violations of noncompliance with Chapter 13 of Title 37 of the General Laws of Rhode Island shall be made in writing, and on forms issued by the Department of Labor and Training. The written complaints must be filed with the Department of Labor and Training on the Department's written complaint form within twenty-four (24) months of the completion of the project.
- 5) For apprentices registered pursuant to R. I. Gen. Laws § 28-45-1, *et seq.*, a percentage of the Base Hourly Rate of Pay must be taken in accordance with the scale listed in the apprentice's apprenticeship agreement. If the employee is not registered as an apprentice pursuant to R. I. Gen. Laws § 28-45-1, *et seq.*, then the employee must be paid the full Prevailing Wage according to the General Wage Decisions (Davis-Bacon Wage Determinations) for the classification of the work actually performed. Moreover, all general contractors and subcontractors who perform work on any public works contract awarded by the state and valued at One Million Dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the Department of Labor and Training. State awarding authorities may determine

from the Department of Labor and Training's website, whether all contractors and subcontractors have a registered apprenticeship program. Apprentices found to be working outside of the applicable journey person to apprentice job site ratios shall be paid at the full applicable journey person Prevailing Wage. See Appendix A, Job Site Ratios for Licensed and Unlicensed Trades, Rules and Regulations Relating to Labor Standards for the Registration of Apprenticeship Programs Under Title 28, Chapter 45, Apprenticeship Programs in Trade & Industry.

- 6) Any proceeding to debar a contractor from bidding on a public works project under the provisions of R. I. Gen. Laws § 37-13-14.1, may be brought against the principals, officers, or successors in interest of such contractor, where such principals, officers or successors in interest are responsible for the violation of the prevailing wage requirements.
- 7) The Department of Labor and Training will be guided by the General Wage Decisions (Davis-Bacon wage determinations) in accordance with R. I. Gen. Laws § 37-13-8.
- 8) In order to comply with R. I. Gen. Laws § 37-13-13, contractors and subcontractors shall execute a fully completed RI Certified Weekly Payroll Form, Appendix A, for each week of work performed on the project and shall 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. However, federal forms may be submitted to the Rhode Island Department of Transportation. If the Department of Labor and Training investigates any contractor awarded a contract from the Rhode Island Department of Transportation, the contractor shall furnish the Department of Labor and Training a fully executed certified payroll on the RI Certified Weekly Payroll Form, Appendix A, within ten (10) days of request. All awarding authorities shall furnish the Department of Labor and Training any requested certified payroll within ten days of request. The Department of Labor and Training may impose a penalty of up to Five Hundred Dollars (\$500) for each calendar day of noncompliance with this section.
- 9) In compliance with R. I. Gen. Laws § 37-13-13, when the general or primary contract is One Million Dollars (\$1,000,000) or more, each contractor or subcontractor shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log, Appendix B, 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, contractors must furnish both the Rhode Island Certified Prevailing Wage Daily Log, Appendix B, together with the Rhode Island Weekly Certified Payroll, Appendix A, to the appropriate awarding authority. The Department of Labor and Training may impose a penalty of up to Five Hundred Dollars (\$500) for each calendar day of noncompliance with this section; mere errors or omissions in the RI Certified Prevailing Wage Daily Log shall not be grounds for imposing a penalty under this section.

- 10) The Director of Labor and Training may enter into consent agreements with contractors and/or subcontractors to resolve all issues under R. I. Gen. Laws §§ 37-13-1, *et seq.*
- 11) In enforcing the provisions of Chapter 13 of Title 37, when any contractor or subcontractor fails to comply with R. I. Gen. Laws § 37-13-13(a) and (b), the Director of Labor and Training may order an awarding authority to withhold all future payments until such time as the contractor or subcontractor has fully complied. The amount withheld from any subcontractor shall be proportionate to the amount attributed or due the offending subcontractor as determined by the awarding authority.
- 12) All service and maintenance contracts with the State of Rhode Island or political subdivision therefore shall comply with the provisions of Chapter 13 of Title 37 where the contract price exceeds One Thousand Dollars (\$1,000) and the work includes alterations, installation, repairs or construction. *See* "Definitions" herein for exceptions.
- 13) Each contractor awarded a contract with a contract price in excess of One Thousand Dollars (\$1000) for public works, each subcontractor who performs work on public works and each awarding authority awarding any such contract, shall keep those certified weekly payroll records required by R. I. Gen. Laws § 37-13-13 and on the forms set forth in Regulation 8 above, in a safe and secure location for a period of five (5) years from the date such work was performed. Certified weekly payroll records shall be made available to the Director of the Department of Labor and Training within ten (10) days of request to any contractor, subcontractor, or awarding authority.
- 14) The prevailing rate of wages and payments made to or on behalf of employees, as set forth in Chapter 13 of Title 37, for general contractors and subcontractors, shall be determined as of the date of the awarding of the contract for public works to the general contractor and shall remain effective until such time as those rates are modified pursuant to R. I. Gen. Laws § 37-13-8.
- 15) The Department of Labor and Training, in making its investigation and determination of prevailing wages pursuant to R. I. Gen. Laws § 37-13-8, shall not determine or address jurisdictional disputes between trade or trades.
- 16) All alleged violations of non-compliance with Chapter 13 of Title 37 filed with the Department of Labor and Training shall include information sufficient to establish a prima facie claim, and the Department may reject any complaint that does not establish such claim. This information shall include, but shall not be limited to: evidence of the actual work performed by the employee(s) involved in the complaint; the location(s) and the exact date(s) the work in question was performed; verification of the funding source; and evidence that the correct prevailing wage was not in fact received.
- 17) The Director of Labor and Training hereby adopts the United States Department of Labor's definition of bona fide fringe benefit credits. These benefits may include medical or hospital coverage, life insurance, disability insurance (not

workers' compensation), pension, 401k, apprentice costs (books, tuition) or holiday, sick, vacation/personal time. State mandated unemployment insurance, travel, gas reimbursement, company vehicle, uniforms and discretionary bonuses are not bona-fide fringe benefits. In addition, in order for the plan to be acceptable, the following stipulations must be met:

- Contributions must be irrevocable and for the employee's benefit;
- Contributions must be made regularly and at least on a quarterly basis;
- Contributions must not be required by law (i.e.: taxes, workers' compensation, social security, etc.);
- Contributions made for fringe benefit plans for prevailing wage work may not be used to fund the plan for periods of non-prevailing wage work;
- The amount of contributions for fringe benefits must be paid irrevocably to a trustee or third party.

If the fringe benefits are anticipated to be paid from general assets of the contractor (ex. holidays, sick and vacation days, profit sharing, etc.), the contractor must set aside, in an escrow account the amount of money the contractor plans to claim as a fringe benefit credit for the prevailing wage project. For example, if a contractor wants to claim credit for 10 paid holidays per year, the contractor must calculate the amount that will be paid (10 holidays x 8 hours x \$10/hour = \$800) and place those funds in an escrow account. In the event that an employee leaves the company before the end of the calendar year and prior to the completion of the project, any remaining escrowed funds must be paid to the employee. The allowable hourly credit must be determined separately and documented for each employee since the credit is based on figures that will usually vary for each individual, depending on their benefit contribution amount, type of benefits, hours worked, etc. In addition, only the employer's contribution toward a benefit may be used to calculate the allowable hourly credit.

- 18) Owners, supervisors, or foremen performing manual work on the public works site must be documented as employees on the contractor's RI Certified Weekly Payroll Form, Appendix A, which must show payment of the applicable prevailing wage rate.
- 19) Pursuant to R. I. Gen. Laws § 37-13-10, overtime shall be calculated on the Base Hourly Rate of Pay listed in the General Wage Decisions (Davis-Bacon Wage Determinations) and not the Fringe Benefit Credit amount. The full Fringe Benefit Credit amount listed in the General Wage Decisions (Davis-Bacon Wage Determinations) must be added to the adjusted Base Hourly Rate of Pay.

20) Pursuant to R.I. Gen. Laws §§ 37-13-2 and 37-13-3.1, all general contractors and subcontractors who bid and/or perform work on state public works projects valued at One Million Dollars (\$1,000,000) or more shall employ apprentices and shall be subject to the following provisions:

A) Bidding

- i) Pursuant to R. I. Gen. Laws § 37-13-2, any person, firm, or corporation bidding on a state public works contract (“general contractor”) valued at One Million Dollars (\$1,000,000) or more shall certify their ability to perform the contract by meeting the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1.
- ii) If the general contractor employs apprentices, then the apprentices must be subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10 in order for the general contractor to qualify for payment of the applicable apprentice wage rate set forth on the wage schedule pursuant to Rule 5 herein.
- iii) Prior to bidding on a state public works contract valued at One Million Dollars (\$1,000,000) or more, the general contractor shall certify compliance with apprenticeship requirements by fully executing a General Contractor Apprenticeship Certification Form. The general contractor shall meet one of the qualifications identified on said form. The general contractor shall attach said form to his/her application to bid and submit to the awarding authority.
- iv) No contract award for a state public works contract valued at One Million Dollars (\$1,000,000) or more shall be made to any general contractor who fails to submit a fully executed and truthful General Contractor Apprenticeship Certification Form.

B) Awarding

- i) Pursuant to R. I. Gen. Laws § 37-13-3.1, all general contractors who perform work on any public works contract awarded by the state and valued at One Million Dollars (\$ 1,000,000) or more shall certify their ability to perform the contract by meeting the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1.
- ii) If the general contractor employs apprentices, then the apprentices must be subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10 in order for the general contractor to qualify for payment of the applicable apprentice wage rate set forth on the wage schedule pursuant to Rule 5 herein.
- iii) Prior to the award of a state public works contract valued at One Million Dollars (\$1,000,000) or more, the general contractor who will perform the work shall re-certify compliance with apprenticeship requirements by fully executing a General Contractor Apprenticeship Re-Certification and Certification Form. The general contractor shall meet one of the qualifications identified in Part A of said form.

- iv) The general contractor who will perform work on the state public works project only through the use of subcontractors shall certify compliance with the apprenticeship requirements by completing the “non-performance” qualification of Part A of said form. Whether the general contractor or its subcontractors are performing work on the project, the general contractor shall certify that the subcontractors performing work on the project are in compliance with the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1 by completing Part B of said form. General contractors shall submit said form to the awarding authority.
- v) No contract award shall be made to any general contractor who fails to submit a fully executed and truthful General Contractor Apprenticeship Re-Certification and Certification Form.

C) Awarding & Subcontractors

- i) Pursuant to R. I. Gen. Laws § 37-13-3.1, any subcontractor who performs work on any public works contract awarded by the state and valued at One Million Dollars (\$ 1,000,000) or more shall certify its ability to perform the contract by meeting the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1.
- ii) If subcontractors employ apprentices, then the apprentices must be subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10 in order for subcontractors to qualify for payment of the applicable apprentice wage rate set forth on the wage schedule pursuant to Regulation 5 herein.
- iii) Prior to the award of a state public works contract valued at One Million Dollars (\$1,000,000) or more, all subcontractors who will perform work on the project shall certify compliance with the apprenticeship requirements by fully executing a Subcontractor Apprenticeship Certification Form. The subcontractor shall meet one of the qualifications identified in Part A of said form.
- iv) The subcontractor who will perform work on the state public works project only through the use of subcontractors shall certify compliance with the apprenticeship requirements by completing the “non-performance” qualification of Part A of said form. Whether the subcontractor or its subcontractors are performing work on the project, the subcontractor shall certify that the subcontractors performing work on the project are in compliance with the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1 by completing Part B of said form. Subcontractors shall submit said form to the general contractor and/or hiring subcontractor for submission to the awarding authority.
- v) For state public works contracts valued at One Million Dollars (\$1,000,000) or more, no general contractor and/or subcontractor shall

hire any subcontractor who fails to submit a fully executed and truthful Subcontractor Apprenticeship Certification Form.

- vi) For subcontractors hired after contract award of a state public works contract valued at One Million Dollars (\$1,000,000) or more, said subcontractors shall submit said apprenticeship certification form to the general contractor and/or hiring subcontractor prior to or at the time of hiring.

D) Cancellation of Award; Penalties and Enforcement Proceedings

- i) Pursuant to R. I. Gen. Laws § 37-13-16, an awarding authority may cancel an award if apprentice wages are paid to apprentices who are not subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10.
- ii) Pursuant to R. I. Gen. Laws § 37-13-12.4, general contractors and subcontractors determined to be in violation of these regulations shall be subject to fines and penalties.
- iii) Pursuant to R. I. Gen. Laws §§ 37-13-14.1(a) and (d) and (f), general contractors and subcontractors determined to be in violation of these regulations shall be subject to enforcement proceedings.

DEFINITIONS

- A) “Base Hourly Rate of Pay” means the rate of pay identified for the trade as “Rates” on the General Wage Decisions (Davis-Bacon Wage determinations).
- B) “Construction”
- 1) “construction” means construction activity, as distinguished from manufacturing, furnishing of materials or servicing and maintenance work and includes, without limitation, the construction of buildings, structures, improvements of all types and heavy construction work;
 - 2) construction work includes altering, remodeling, demolishing existing structures, installation of items fabricated off-site, painting and decorating, the transporting of materials and supplies to or from the public works site by the employee of the public works contractor or subcontractor consistent with R. I. Gen. Laws § 37-13-7(c).
- C) “Employee” means any person employed by an employer. This definition shall be interpreted consistent with the definition of “employee” under 29 U.S.C. 203(e) and the Fair Labor Standards Act, including any exemptions thereto under said Act applicable to employment in Rhode Island.
- D) “Employer” means any person acting directly or indirectly in the interest of an employer in relation to an employee. This definition shall be interpreted consistent with the definition of “employee” herein and the definition of “employer” under 29 U.S.C. 203(d) of the Fair Labor Standards Act, including any exemptions thereto under said act applicable to employment in Rhode Island.
- E) “Fringe Benefit” means a benefit that is granted by an employer to an employee by company policy that involves a monetary cost such as holiday pay, vacation pay, health insurance, bona fide pension plans, etc. Benefits required by law such as workers compensation, unemployment premiums and matching social security are not considered “fringe benefits” and cannot be used as a credit against the fringe benefit portion of the rate. Authorized fringe benefit credits may be deducted from prevailing wages owed pursuant to Regulation 17.
- F) “Fringe Benefit Credit” means the amount identified as “Fringes” for the trade on the General Wage Decisions (Davis-Bacon Wage determinations).
- G) “Heavy Construction”
- 1) “heavy construction” means those construction projects that are not properly classified as either “building”, “highway”, or “residential”. Projects within the heavy classification are distinguished on the basis of their particular project characteristics, like complex engineering and industrial nature, and separate wage determinations;
 - 2) Examples of heavy construction include, but are not limited to power plants, pipelines, mass transit lines, marine and port facilities, sewage and solid waste facilities, landfills wastewater treatment facilities, sanitary, storm and sewer facilities, water supply facilities, transmission lines, aqueducts, water treatment facilities, desalination plant facilities, dams and reservoirs and the laying of fiber optic cable.

- H) "Independent Contractor" means any natural person, business, corporation or entity of any kind that provides goods or services to another and that does not qualify as an "employee" as provided for herein.
- I) "Prevailing Wage" means the Base Hourly Rate of Pay plus the Fringe Benefit Credit which are listed on the General Wage Decisions (Davis-Bacon Wage Determinations) developed by the U.S. Department of Labor and adopted by the Rhode Island Department of Labor and Training.
- J) "Prevailing Wage Law" means R. I. Gen. Laws § 37-13-1, *et seq.*
- K) "Principal" is a person who has a majority of the ownership of a business, firm or corporation.
- L) "Public Agency" means the State of Rhode Island, any awarding agency or authority of the State of Rhode Island, those agencies listed at R. I. Gen. Laws § 37-13-7(d), any Rhode Island city, town or village or any division of same, or any person or other entity acting on behalf of any public agency as defined herein.
- M) "Public Work"
- 1) "public work" means grading, clearing, demolition, improvement, completion, repair, alteration or construction on any public site;
 - 2) "public work" does not include:
 - i) grading, clearing, demolition, improvement, completion, repair, alteration or construction on any public site for which no salary or wages or in kind payments are paid or owed;
 - ii) ordinary maintenance work performed on a regularly scheduled basis (e.g., daily, weekly, monthly, seasonally, semiannually or annually) or on a routine basis to service, check, or replace items or parts that are not broken.
- N) "Public Works Contract"
- 1) "public works contract" means any contract, purchase order, or any other legal agreement, in writing, for any public work or heavy construction on a public site to be performed by a public contractor on behalf of a public agency for a fixed or determinable amount of One Thousand Dollars or more (\$1,000);
 - 2) payments made through contracts with third parties on behalf of a public agency shall be deemed public works contracts if public funds are utilized.
- O) "Public Works Contractor" means the prime contractor, and each and every subcontractor, performing public work or heavy construction on any public works project site.
- P) "Public Works Project" means public work or heavy construction work at any public works site for a public purpose for which the prevailing wage law applies.

Q) “Public Works Site”

- 1) “public works site” means the physical place or places, but not a privately owned residence where the heavy construction or public work called for in the public works contract takes place or will remain and is owned or will be owned by the public agency;
 - 2) the physical place(s) where the public work or heavy construction is to occur also means other adjacent or nearby property used by the public works contractor or subcontractor which can reasonably be said to be included in the public works site;
 - 3) physical place(s) which are not owned by a public agency but which are developed under contract and in anticipation of being owned by a public agency shall be considered a public works site.
- R) “Residential Construction” means projects consisting of single family homes and apartments up to and including four (4) stories.
- S) “Successor in interest” is one who continues to retain the same right, control or interest in a new business, firm, or corporation which purchased or merged with a former business, firm or corporation.

MUNICIPAL 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;
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 <https://dlt.ri.gov/requiredposters/> 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 <https://dlt.ri.gov> on or before July 1st 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 1st 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 <https://dlt.ri.gov/wrs/prevailingwage/> 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. Any violation of RIGL 37-13-13 of Certified Weekly Payroll Forms and Daily Logs will result in the department imposing a penalty on the contractor of a minimum of one hundred dollars (\$100) for each calendar day of noncompliance.
11. 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;
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 <https://dlt.ri.gov/wrs/prevailingwage/>.

CERTIFICATION

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

By: _____

Title: _____

Subscribed and sworn before me this ____ day of _____, 20__.

Notary Public

My commission expires: _____

Instructions for Preparing RI Certified Weekly Payroll Forms

Certified Payroll Heading:

Employer name & address: Enter name, address, phone number and e-mail of General Contractor and Sub-contractor (if applicable).

Week Ending: Enter Week ending date.

Project: Enter the name and location of the Prevailing Wage project.

Wage Decision Number: Enter the applicable Wage Decision number. This number is found on the top of the first page of the Davis Bacon Prevailing Wage Rate schedule that applies to the project.

Date of Decision: Enter the date of the Wage Decision that applies to the project. This date is found on the top of the first page of the Davis Bacon Prevailing Wage Rate schedule that applies to the project.

Payroll Information by column:

1. Employee Name, Address & Phone Number: Enter the name, address & phone number of all employees working on the project.
2. Work Classification: Enter the specific work classification from the Davis Bacon Prevailing Wage Rate schedule that applies to the specific type of work each employee is performing on the project. If an employee performs more than one trade, each classification and corresponding hours worked and rates must be listed separately. For indentured apprentices, indicate the percentage they are being paid at in accordance with the rate scale of their specific apprenticeship agreement.
3. Date: List dates under corresponding day of week that work is performed.
4. Hours Worked: List hours worked for each day. All hours (both prevailing wage and non-prevailing wage) must be listed. Prevailing Wage standard hours must be listed under P.S., Prevailing Wage overtime hours must be listed under P.O., Regular hours (non- prevailing wage) must be listed under R.H. and Regular (non- prevailing wage) overtime hours must be listed under R.O.
5. Total Hours: List on each line total number of hours worked for entire week for each type (P.S., P.O., R.H., R.O.) of hours worked. For companies working multiple Prevailing Wage jobs in one week; Additional Prevailing Wage standard hours for all other prevailing wage projects may be listed as A.P.S.; Additional Prevailing Wage overtime hours for all other prevailing wage projects may be listed as A.P.O.; Additional Prevailing Wage standard hours & overtime hours for all other projects may be merged and listed under A.P.S. or A.P.O. *Note: The RI Weekly Certified Payroll form is available in Microsoft Excel for download. This form will allow you to add two rows under P.S. & P.O. and label those two rows as A.P.S. & A.P.O.
6. Hourly Pay Rate: List amount of pay per hour paid to each worker. This is the hourly rate actually paid in each individual's paycheck.
7. Hourly Fringe Rate: List the hourly fringe benefit credit the employer is taking for each employee. *Note: The type of bona fide fringe benefits must be specifically listed on the RI Statement of Compliance form.
8. Gross Wages: The gross amount of wages paid to each employee must be listed.
9. Deductions: List deductions in applicable areas. *Note: Any amounts indicated in the "other" column must be specifically listed.
10. Net Wages: The net amount of wages paid to each employee must be listed.



RI Department of Labor and Training - Division of Workforce Regulation & Safety

Professional Regulation Unit/Prevailing Wage Section

1511 Pontiac Avenue Building 70, P.O. Box 20247 Cranston, RI 02920-0943

Rhode Island Certified Weekly Payroll

Contractor: _____ Subcontractor: _____
 Address: _____ Address: _____
 City/Town: _____ State: _____ Zip: _____ City/Town: _____ State: _____ Zip: _____
 Phone #: _____ Email: _____ Phone #: _____ Email: _____
 For Week Ending: _____ Project/Location: _____ Wage Decision #: _____ Decision Date: _____

****NOTE:** If an employee works more than one trade, please list each classification on separate lines with the corresponding hours they performed that trade and hourly rate paid.

Name, Address and Phone Number of Employee	Work Classification Apprentice %	Date:	S	M	T	W	T	F	S	Total Hrs	Hourly Rate (List all Rates)	Hourly Fringe Benefit	Weekly Gross	Weekly Deductions						
			Hours Worked Each Day											Social Security	Medi-care	Withheld		RI TDI	*Other	Weekly Net
																Federal	State			
		P.S.																		
		P.O.																		
		A.P.S.																		
		A.P.O.																		
		R.H.																		
		R.O.																		
		P.S.																		
		P.O.																		
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		P.O.																		
		A.P.S.																		
		A.P.O.																		
		R.H.																		
		R.O.																		

Legend: P.S.=Prevailing Wage Standard Hours P.O.=Prevailing Wage Overtime Hours R.H.=Regular Hours R.O.=Regular Overtime Hours APS= Additional PW Standard Hours APO=Additional PW Overtime Hours

List all PW Projects in APS/APO: _____

*Deductions listed in "Other" column: _____

STATEMENT OF COMPLIANCE

I, _____ do hereby state:

(print name and title of signatory party)

(1) That I pay or supervise the payment of the persons employed by: _____
(contractor or subcontractor)

on the _____, that during the payroll period commencing on _____
(project)
 _____ day of _____, 20 _____, and ending on the _____ day of _____, 20 _____
(day) *(month)* *(year)* *(day)* *(month)* *(year)*

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from the full weekly wages earned by any person and that no deductions have been
(contractor or subcontractor)

made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Rhode Island General Law Chapter 28-14.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in the appropriate wage determination for the project; that the classifications set forth therein for each laborer or mechanic conform with the work they performed.

(3) That the apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the Rhode Island State Apprenticeship Council.

(4) That: **(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS**

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made when due, to appropriate programs for the benefit of such employees.

Fringe Benefits Explanation: Bona fide fringe benefits are those paid to approved plans, funds or programs except those required by Federal or State Law.

Please specify the type of benefits provided:

- | | |
|-------------------------------------|------------------------------------|
| 1.) Medical or hospital care: _____ | 4.) Disability: _____ |
| 2.) Pension or Retirement: _____ | 5.) Vacation, sick, holiday: _____ |
| 3.) Life Insurance: _____ | 6.) Other (please specify): _____ |

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the rate schedule.

(5) In accordance with Chapter 37-13-13, it is mandatory that contractors use these forms for all Rhode Island Department of Labor requests for certified copies of payroll. Failure to submit information on these forms will constitute non-compliance by the responding contractor. These forms must be signed by the owner or an officer of the corporation, certifying that this is a true and exact copy of their payroll records.

SIGNATURE OF OWNER OR OFFICER OF CORPORATION	PRINT NAME & TITLE	DATE
<p>My signature hereon constitutes my affirmation that the information contained herein is true and accurate regarding the number of employees participating in the prevailing wage program, the prevailing wage standard hours each employee worked, prevailing wage overtime hours, regular hours and overtime hours for each employee as well as the gross wages for each employee. I have confirmed and attest that all the information contained in this document is correct and I understand and acknowledge by my signature that if I provide any inaccurate information on this form, I may be subject to civil penalties and/or referral to the Rhode Island Attorney General for criminal prosecution.</p>		