

**LINCOLN WATER COMMISSION
INVITATION TO BID
SCADA SYSTEM DESIGN
RFP-2015-07W**

Sealed Bids are due at 10:00am on September 25, 2014

Bid Specs are available online at:
www.lincolnri.org/departments/purchsing.asp
or can be picked up at:
Lincoln Water Commission
96 Old River Road
Lincoln, RI 02865
Hours 8:00 am – 4:00 pm



**LINCOLN WATER COMMISSION
INVITATION TO BID
SCADA SYSTEM DESIGN
RFP #2015-07W**

The Town of Lincoln Water Commission, Lincoln, RI invites sealed bids from qualified engineering firms to provide design and integration services for the construction of a SCADA system and the installation of free chlorine residual continuous analyzers.

Sealed bids will be received by the Lincoln Water Commission at 96 Old River Road, Lincoln, RI until **2:00 p.m. on Thursday, September 25, 2014**, at which time they will be opened publicly and read in the Town of Lincoln Water Commission Office.

The contractor selected for the above project shall be required to enter into a contract with the Town. Such contract shall require the submittal of insurance certificates, the compliance with Federal, State, and Local Laws, 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 www.lincolnri.org/departments/purchasing.asp or at the Lincoln Water Commission, 96 Old River Road, Lincoln, RI 02865 between the hours of 8:00 a.m. and 4:00 p.m. Four (4) copies of the submitted bids are to be placed in a sealed envelope and clearly marked **SCADA SYSTEM DESIGN** and be addressed to Romeo Mendes, P. E. Water Commission Superintendent, c/o Town of Lincoln, 96 Old River Road, 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.

Romeo Mendes, P.E. – Lincoln Water Commission Superintendent
Town of Lincoln, RI

**LINCOLN WATER COMMISSION
96 OLD RIVER ROAD
LINCOLN, RI 02865**

**INVITATION TO BID
SCADA SYSTEM DESIGN
RFP #2015-07W**

BID OPENING DATE: THURSDAY, SEPTEMBER 25, 2014

TIME: 2:00 PM

**LOCATION: LINCOLN WATER COMMISSION
96 OLD RIVER ROAD
LINCOLN, RI 02865**

**PRESENT BIDS TO: ROMEO MENDES, SUPERINTENDENT
LINCOLN WATER COMMISSION
96 OLD RIVER ROAD
LINCOLN, RI 02865**

**BID FORMS AND SPECIFICATIONS MAY BE OBTAINED ONLINE AT
WWW.LINCOLNRI.ORG/DEPARTMENTS/PURCHASING.ASP OR FROM THE LINCOLN
WATER COMMISSION OFFICE AT 96 OLD RIVER ROAD, LINCOLN RI, BETWEEN THE
HOURS OF 8:00 A.M. AND 4:00 P.M. WEEKDAYS.**

**ANYONE PICKING UP A PACKET MUST SEND THEIR CONTACT INFORMATION TO ROMEO
MENDES AT ROMEO@LINCOLNWATERCOMMISSION.COM IN ORDER TO RECEIVE ANY
ADDENDA THAT MAY BE ISSUED.**

**QUESTIONS MAY BE EMAILED TO ROMEO@LINCOLNWATERCOMMISSION.COM BY END
OF DAY ON THURSDAY, SEPTEMBER 18, 2014. QUESTIONS WILL BE ANSWERED AND
EMAILED TO ALL BIDDERS BY END OF DAY ON MONDAY, SEPTEMBER 22, 2014.**

Lincoln Water Commission



www.lincolnwatercommission.com

Lincoln Water Commission

Town of Lincoln, Rhode Island

96 Old River Road
Lincoln, Rhode Island 02865

(401) 334-6735
FAX (401) 333-1108

**LINCOLN WATER COMMISSION
INVITATION TO BID
SCADA SYSTEM DESIGN
RFP #2015-07W**

A. REQUEST FOR PROPOSALS:

The Lincoln Water Commission will be accepting proposals from qualified engineering firms to provide design and integration services for the construction of a SCADA system and the installation of free chlorine residual continuous analyzers.

Proposals will be received by the Lincoln Water Commission at the main office, 96 Old River Road, Lincoln, Rhode Island, 02865 until 2:00 PM (EST), Thursday, September 25, 2014. Each proposal must be submitted in a sealed envelope, addressed to the Lincoln Water Commission, and shall be clearly marked on the outside as "**PROPOSAL FOR SCADA DESIGN.**"

Proposal forms are available at the Lincoln Water Commission, 96 Old River Road, Lincoln, RI 02865, (401) 334-6735.

B. PROPOSAL FORM

Proposal of _____, organized and existing under the laws of the State of _____, doing business as _____

To the Lincoln Water Commission acting herein through its Chairman:

In compliance with your Request for Proposals, we hereby propose to provide the engineering services for **SCADA SYSTEM DESIGN**, as specified herein, for the Lincoln Water Commission for the fees stated in the attached proposal.

Upon acceptance by both parties, the proposal attached hereto, including the Request for Proposals, shall be binding upon said parties and their heirs, executors, administrators, successors and assigns.

The undersigned declares that the only person or parties interested as principals in this proposal, or in the contract proposed to be taken, are those named herein; that this proposal, in all respects, is fair, and made without collusion with any other person, firm or corporation making a proposal for this work; and if this proposal is accepted, that the Consultant shall agree to complete the project under the terms and at the fees specified in the Commission's request for proposals and the Consultant's proposal. As further consideration for the awarding of any work, the undersigned agrees to provide all necessary insurance, and to pay all Social Security Taxes, Employment Security Taxes, Workers' Compensation for his employees, and to comply with all other applicable rules or regulations required by local, State, and Federal law.

C. CONDITIONS OF PROPOSAL:

Each proposal must be submitted with the completed and signed Proposal Form. Each proposal must be submitted in a sealed envelope, addressed to the Lincoln Water

Commission, 96 Old River Road, Lincoln, RI 02865 and shall be clearly marked on the outside as "**PROPOSAL FOR SCADA SYSTEM DESIGN.**"

The Commission reserves the right to waive any informality in the proposals or to reject any or all proposals. The Commission reserves the right to negotiate with any or all proposers after review of the proposals.

Any proposal received after the time and date specified shall not be considered. It is the proposer's responsibility to see that the proposal is delivered within the time and at the place prescribed. Proposals received prior to the time of opening will be securely kept unopened. Proposals may be withdrawn on written request (on the letterhead of the proposer and signed by the person signing the proposal) which must be received prior to the time fixed for opening. Proposals may be modified in the same manner. No proposal or modification thereof received after the date and time set for opening will be considered, even if it is determined that such non-arrival before the time set for opening was due solely to the delay in the mails, for which the proposer is not responsible.

The Administrative Board of the Lincoln Water Commission also reserves the right after opening the proposals to request any additional information or clarifications from any proposer to assist in its evaluation.

D. PURPOSE:

The purpose of this project is to develop detailed plans and specifications for hardware and installation by a contractor. All SCADA system implementation programming, start-up and training shall be part of the scope of work for this project. The results of this project shall be the construction of a complete RF data communication system and PLC based SCADA system for monitoring, pump control, alarming, security, data storage and retrieval, reporting and historical trending for the Commission's water system. In addition, the modification of variable speed pump controls, the installation of three chlorine residual analyzers, a level transmitter replacement and a security system at the Commission's high service tank site.

Construction of the approved system is anticipated in the Spring of 2015.

E. BACKGROUND:

1. Commission

The Lincoln Water Commission is a quasi-municipal agency created by act of the Rhode Island General Assembly. The Commission is governed by a five member Administrative Board that is elected by the registered voters of the Town of Lincoln. The Commission is not legally or administratively affiliated with the government of the Town of Lincoln. The purpose of the Commission is to provide water supply for domestic use and fire protection within its boundaries. The Lincoln Public Water

System presently provides service to 6,600 accounts translating to ninety-eight percent of the Town.

2. Water System

The Commission owns and operates 133 miles of underground piping, one primary supply pump station (Providence Interconnection Pump Station), two pressure booster pumping stations (Old Pike Pump Station and Albion Road Pump Station), five above ground water storage tanks (Old River Road Tank, Albion Road Tank, Manville Tank, Westwood Road Tank and High Service Tank), and two supplemental sources (Well #4 and Woonsocket connections).

The Commission purchases all of its treated water on a wholesale basis from other water suppliers. The Commission has an average daily demand of 2.2 MGD and a maximum daily demand of 5.0 MGD.

3. Existing SCADA System

The Commission currently owns, operates and maintains three pump stations and five storage tanks. Additional systems to be added include installation of continuous free chlorine residual monitoring instruments at the three pump stations.

The existing SCADA system consists of a network of Allen Bradley Micrologix 1500 PLC's communicating primarily over leased landlines using Data-Linc analog modems. The master PLC and SCADA PC are located at the Commission Office.

In addition to serial landline modems to communicate to the pump stations, communication to the Manville and High Service Tanks is via 900 MHz spread spectrum radio, each with a single 4-20 milliamp instrument interface.

Instrumentation includes a combination of various Honeywell and Foxboro pressure, flow and level transmitters utilizing standard 4-20 ma. signals, and Pratt Control Valve electrical interfaces with pump motor starters. Albion Road and Old Pike pump stations presently utilize VFD's while Providence Connector is anticipated to have VFD's installed; therefore, alternation sequences, motor start/stop and speed regulation logic must be programmed for each location to meet the owner's specific requirements.

The existing facilities and current SCADA capabilities are listed in Appendix A.

System Hydraulics

The Commission's system is separated into two distinct but interconnected service areas designated as the low (normal) service area and the high service area. The customer base is primarily in the low service area

Both service areas are supplied with water from the City of Providence via the Providence Connector Pump Station under most conditions. During emergency situations, the low service area can be supplied with water from the Woonsocket Water Department through the Woonsocket Connection.

The Providence Water supply is pumped by the three pumps at the Providence Connector Pump Station into the low service area distribution system, filling the Old River Road, Westwood Road, Albion Road, and Manville Road Tanks. The Westwood tank floats on the distribution system at a gradient of approximately 410 feet above mean sea level (MSL). The pumps are controlled automatically via telemetry by the elevation of water in the selected choice of tanks.

The high service area is supplied by the low service area through variable speed pumps at the Albion Road Booster Station alternating with the Old Pike Booster Station filling the High Service Tank. Start-Stop rotation of each of two pumps at Albion Road with a single pump at Old Pike supplies pressure to fill the High Service Tank. Presently there is no proportional control for VFD speed determination and speeds are preset within each of the three VFD's. During times of high demand, the filling of storage tanks in both the low service and high service zones must be coordinated due to limited suction pressure availability at Providence Connection.

4. Proposed Instrumentation and SCADA System

The proposed instrumentation and SCADA system at a minimum is intended to:

- Improve Reliability of monitoring, control and alarming of vital system operations through implementing more reliable communications between the Commission's office and field facilities and to reduce or eliminate recurrent telephone line expenses. Ethernet RF data modems will replace telephone lines. The standard Ethernet RF data modem network infrastructure shall be built utilizing a combination of GE-MDS Model iNet900 and SD4 ethernet radios installed at each LWC facility. Where possible, Spread Spectrum (unlicensed) iNet900's shall be utilized. In areas of difficult line of sight, SD4 radios operating within either the 220 MHz or 430 MHz FCC licensed UHF radio bands shall be deployed.
- Upgrade outdated Windows 2000/ XP Computer, SCADA software and PLC processors. The SCADA PC shall have Windows 7 OS, SCADA Software shall be Rockwell Software RSVIEW32 upgraded to RS Factory Talk View Studio.

The standard Ethernet upgrade PLC processor for the system shall be Allen Bradley Compact Logix 1769- L30ER, that shall be compatible with existing Allen Bradley #1769 Compact I/O modules, and the Touch Screen displays to be installed at the pump stations shall be Allen Bradley Panelview Plus 6-600. RS Factory Talk View Studio SCADA Graphic displays and data shall be

distributed to the pump station touch PanelView Plus touch screens in a secure manner.

- Improve security of facilities, provide access control and reporting by connecting the PLC hardware interface to existing security systems.
- Provide report output exportable to MS Excel for desired process information such as daily system demand, alarm conditions, building entry, etc. The standard reporting software shall be SyTech, Inc. XL Reporter. XL Reporter shall utilize native RSView tags and RSView datalog models to create daily water system pumping, storage, and demand tabulations and Run-time reports for each pump at the pump stations.
- Permit remote mobile access by on-call staff using tablet computer(s) connected by 4G cellular private network (Verizon Wireless) for mobile management and monitoring and control of system functions. A total of four tablets shall be supplied. The specified tablet shall be Samsung Note 10.1, Android OS, with 4G wireless installed, Microsoft Remote Desktop App for Android. The Cellular modem with Ethernet interface at central location to be Cradlepoint 850/v or other as approved by Verizon Wireless.
- Provide for automatic, reliable off-hours contact of on-call personnel with Verbatim auto-dialer maintained as back-up notification system in combination with new software based alarm system that allows the operator to interrogate and alarm any single PLC tag in the SCADA system. The alarm software shall be Spectre Instruments Win 911, and be configured to utilize native RSView tags.
- Reduce maintenance and replacement frequency of UPS units by installing new back-up battery power systems at pump stations and tank locations. Battery Back-up shall provide power to PLC processor and process inputs, radio modem and network switch. The Back-up system shall be composed of 2 ea. Group 27, 12 VDC Sealed Lead Acid cells paired with a 120 vac/ 12 vdc inverter/charger that includes automatic transfer, battery type profile selection, high rate 30 amp charger, 1800 watt max output @ 120vac. Provide appropriate fusing and racks or other provision to ensure mounting of batteries at least 1 ft. above floor. Inverter/Charger shall be Schnieder/Xantrex HF 1800.
- Install chlorine residual continuous monitoring instruments at three pump stations. Supply electrical connections and process piping connections to inside water supply and waste drains provided by owner. Free Chlorine Residual Analyzers shall be Hach CL17.
- Update Rockwell Automation SCADA software presently in use (RSView 32 bit) to current platform, RS Factory Talk View Studio which will operate on a 64 bit PC. Operating system to be latest version of Microsoft Windows supported by Rockwell software applications.

- Upgrade PLC processors to Compact Logix utilizing RSLogix 5000 programming software and reprogramming pump control logic at local PLC's using distributed architecture methodology. All PLC and HMI programs are to be written in Native RS Studio Developer environments. Conversion utility for PLC or HMI files shall not be allowed.
- Configure Graphic trending of all analog signals, both "on screen" and data logged to database for logging to CD. Display 1 hour, 8 hour, 24 hour and five day time base trends for for all tank levels, pressures, flow rates, motor speed/current and chlorine residual measurements. Additionally, a "free form" trend window shall be available (TREND-X) adjustable trend screen. Configure System-wide user authentication security to access Panel View 6-600's and RSView Studio information.

F. MINIMUM QUALIFICATIONS OF PROPOSERS:

Firms submitting proposals must meet the following minimum qualifications:

1. Can demonstrate extensive experience in water system analysis, design and operation and facility security analysis.
2. Can demonstrate extensive experience in instrumentation and SCADA system design and integration including the ability to work with network servers and system virtualization tools.
3. Can demonstrate extensive experience in free chlorine residual monitoring systems.
4. Can demonstrate extensive experience with construction management and testing of SCADA systems and pump control systems.
5. Have completed at least five (5) other SCADA design and integration projects similar in scope and complexity as the proposed project.
6. Be a registered professional engineer in the State of Rhode Island.
7. Be registered to do business in Rhode Island in accordance with applicable Rhode Island General Laws.

G. PROJECT REQUIREMENTS:

1. Project Management:

The Commission's Superintendent and Assistant shall be kept advised of the progress of the project with monthly written progress reports.

2. Contract Time

The design plans and specifications shall be completed within 45 days of a notice to proceed.

3. Insurance

a. General Liability

The Consultant shall procure and shall maintain, during the life of the contract period, Contractor's General Public Liability Insurance, as well as, products and completed operations coverage. Insurance coverage shall have a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury and/or property damage, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damage sustained by two or more persons in any one accident. The General Liability aggregate shall apply on a "per project" basis.

The Lincoln Water Commission shall be named as an additional insured on the liability policy.

b. Professional Liability

The Consultant shall procure and shall maintain, during the life of the contract period, Professional Liability Insurance in an amount not less than \$1,000,000.

c. Automobile Insurance

The Consultant shall procure and shall maintain, during the life of the contract period, Automobile Insurance with a \$500,000 Combined Single Limit for Bodily Injury/Property Damage Liability, including Hired/Non-owned Automobile Liability.

d. Worker's Compensation

The Consultant shall procure and maintain during the life of the contract period, in accordance with the provisions of the laws of the State of Rhode Island, Workers' Compensation Insurance for all of the Consultant's employees. In the event that work is sublet, the Consultant shall require such Subcontractor similarly to provide Workers' Compensation Insurance for all of the Subcontractors' employees.

In the event that the Consultant is not required by statute to maintain Workers' Compensation Insurance, the Consultant shall provide to the Commission a completed Worker's Compensation Exemption Certificate.

e. General Requirements

The "other insurance" clause for each policy shall be deleted or modified so as to make it clear that the coverage of such policy is primary and any coverage available to the Commission under its own policy(ies) is secondary.

Each policy shall be non-cancelable with respect to the Commission without thirty (30) days' prior written notice to the Commission. If any policy is canceled, the Consultant must immediately obtain and provide the Commission evidence of equivalent or better insurance coverage. Insurance carriers shall be A- rated or better.

H. EVALUATION OF PROPOSALS:

1. The Administrative Board of the Lincoln Water Commission may, at its sole discretion, interview one or more Consultants after receipt and review of the proposals. Submittal of a proposal by a Consultant does not guarantee an interview with the Board, nor does it in any way obligate the Commission to the Consultant, financially or otherwise.
2. The Lincoln Water Commission reserves the right to accept or reject any or all proposals. The Administrative Board reserves the right to negotiate with any and all proposers after submittal of the proposals. The Board will act in what it considers to be the best interests of the Commission.
3. The Consultant shall be selected based on:
 - a. Demonstrated compliance with the minimum qualifications specified herein;
 - b. Demonstrated knowledge of both software and hardware programming and configuration; particularly with industry standard programming languages, platforms, protocols, and manufacturer's hardware and software.
 - c. Firm's applicable expertise and experience in design and integration of SCADA systems, chlorine feed and monitoring systems;
 - d. Qualifications and experience of the proposed Project Manager and project team in design, integration and support of SCADA systems pertinent to this project's requirements and scope;
 - e. Number of year's experience with design and integration of water industry instrumentation and SCADA systems;
 - f. Quality of references for the firm and proposed personnel for similar projects;
 - g. Ability of Consultant to perform the project;
 - h. Quality of the proposed scope of work and methodology and Consultant's demonstration of understanding of the Commission's water system and proposed project;
 - i. Pertinent new ideas which may be presented by the consultant during the course of the selection process;
 - j. Other factors or special characteristics of the firm, its project team or its outlook which provide a unique match with the Commission's needs and intentions;

- k. Fees; or
 - l. Any other factors that the Board determines to be relevant and in its best interests.
4. The selection criteria are not necessarily listed in order of importance.

I. PROPOSAL REQUIREMENTS:

1. Proposal Contents

The proposal shall contain the following information limited to the maximum number of pages indicated.

a. Cover Letter -- two pages maximum.

Letter of introduction and summary of qualifications.

b. Consultant's Qualifications -- five pages maximum

(1) A concise description of the firm's expertise and experience in the areas of SCADA system design and integration, chlorine feed and monitoring systems design, and construction management.

(2) A spreadsheet of all the projects where the firm has successfully provided similar services within the past five years. The spreadsheet shall include a brief description of the project or service performed, name of project manager or key persons, client's name and location, project cost, and name and phone number of client contact. Indicate whether project is currently under construction or date project was completed.

(3) If a joint venture proposal, provide the information for all parties to the joint venture. Also, indicate previous affiliations with the joint venture.

c. Organization Chart -- one page maximum

A diagram or description identifying the specific project manager and proposed project team that will be assigned to this project.

d. Resumes -- eight pages maximum

Resumes that demonstrate relevant expertise and work experience for the specific project manager, project engineer, and significant project team members that will be assigned to this project.

e. Proposed Scope of Work -- eight pages maximum

The consultant's proposed scope of work and methodology for performing the work. A general scope of work to accomplish the stated purposes of this project has been developed by the Commission. The scope of work proposed by the Consultant shall, in general, address the items in the Commission's scope with additional detail as necessary, as well as any additional investigations or issues

that the Consultant deems necessary to adequately complete the intended work. Any work items in the Commission's proposed scope of work that the Consultant chooses to omit shall be identified and the reason for omission shall be explained in the Consultant's proposal. The scope of work shall clearly identify those items and costs that are proposed to be the Commission's responsibility.

f. Scheduling -- two pages maximum

A plan and schedule for completing the work with appropriate milestones noted. The Consultant shall indicate when work will commence after a notice to proceed from the Commission.

g. Fee Schedule -- three pages maximum

(1) An estimate of the total man-hours, fees and expenses, with a not-to-exceed limit, for completing the proposed scope of work.

(2) A schedule of hourly billing rates (for the duration of the project) for the personnel that will be working on the project.

(3) A description of any costs not included in the proposal.

2. Disposal of Proposals

All proposals become the property of the Lincoln Water Commission.

3. Proposal Submission and Review

Four (4) copies of the Proposal shall be submitted to:

Lincoln Water Commission
96 Old River Road
Lincoln, Rhode Island 02865
"PROPOSAL FOR SCADA DESIGN"

4. Sealed proposals shall be received at the above address on or before 2:00 p.m., September 25, 2014, at which time they will be publicly opened at the Lincoln Water Commission Office and available for review.

5. Requests for clarifications or questions shall be directed in writing to Romeo Mendes, P.E., Superintendent.

J. GENERAL SCOPE OF WORK:

The Commission seeks the services of a qualified consulting firm to develop detailed plans and specifications for the construction of a complete instrumentation and SCADA system for monitoring, control, alarming, data retrieval and storage, reporting and historic trending for its water system. The following minimum tasks shall be required within the scope of services:

1. General

- a. Provide consulting services, integration services and technical support as needed to develop, maintain and operate a functional instrumentation and SCADA system that meets the Commission's needs.
- b. The selected firm shall integrate all existing and proposed instrumentation, hardware and software purchased by the Commission into the design of the SCADA system. The selected firm shall configure, program and integrate all new and existing equipment as required to produce a fully functional system.
- c. The SCADA system shall be designed with the understanding that future operations may require more automation and control of equipment and instrumentation. Future upgrades to various sites and pumping stations or other facilities shall be considered when designing and integrating the SCADA system.
- d. The Consultant shall consider the need to maintain operational control of the water system using the existing SCADA during the installation, integration and testing of the new SCADA system.
- e. The Commission anticipates the construction of the SCADA system to begin in March of 2015.

2. Site Investigation

- a. Thoroughly document, review and evaluate existing instrumentation, control, security and SCADA equipment and conditions at each site.
- b. Evaluate the Commission's instrumentation, control, security and SCADA needs based on standard practices, existing operations, and interviews with staff.

3. Conceptual Design

- a. Work closely with the Commission's Superintendent and Assistant to develop a conceptual design for a complete instrumentation and SCADA system for the Commission's water system. Utilization of existing RTU's and instrumentation and phased in replacement of same shall be considered based on feasibility, reliability and serviceability of existing equipment.
- b. Conduct a software based radio path analysis at the proposed radio frequencies. The path analysis shall include an evaluation of frequency bandwidth including digital data throughput, proposed on-site antenna location and projected reliability at each site. Submit propagation maps to Owner, and conduct field propagation tests. Once FCC frequencies have been issued, a RF spectrum analysis shall be conducted at each site to ensure the licensed channel is clear prior to deployment.
- c. Prepare preliminary cost estimates of alternatives.
- d. Attend one night meeting with the Administrative Board.

4. Final Design

- a. Develop detailed design documents of the final approved system. Documents shall be in the form of a construction contract for the purchase and installation of equipment to produce the infrastructure of the instrumentation and SCADA system. Design documents shall be shop drawing level detail and quality. Design documents shall include all PLC's, RTU's, CPU's, software, hardware, instrumentation, devices and modifications to existing SCADA system required for the new fully functional, integrated SCADA system. **Note: Commission's existing computer system servers are to be upgraded under a separate effort.**
- b. Design and specify a communications network to be included in the construction contract. Verify results of the radio line of sight survey including recommended equipment locations, types and sizes.
- c. Prepare a detailed cost estimate for the final project design.

5. Radio Licenses and Secure Technology

- a. Prepare and submit any radio license documents required for the communications system.
- b. Provide the necessary plans to allow the owner to submit a permit application to the Rhode Island Department of Health for the chlorine analyzer instrumentation and SCADA monitoring, as required.
- c. Provide network engineering support services to ensure full operation of 4G Wireless remote access to SCADA from tablets, as required. This may include configuring Android OS, Router command sets for Cradlepoint 4G Modem and SCADA PC (Microsoft Windows resident routing command scripts).
- d. Employ MAC address filtering on MDS Access Point radio modem located at Old River Road (in order to firewall PLC Processors and Panelviews at remote pump stations and tanks).

6. Construction Management

- a. Provide construction management services for the installation of the instrumentation and SCADA system including but not limited to bid tabulation, evaluation of bidders, review and approval of shop drawings, payment request review and approval, construction meetings.
- b. Consultant shall provide periodic inspection, as needed, of the instrumentation and SCADA system installation to ensure conformance with specifications and applicable codes.

7. Integration and Programming

- a. Program and integrate all PLC's, RTU's, CPU's, personal computers, related software, hardware, instrumentation and devices purchased and installed through the construction contract, purchased directly by the Commission or which may be presently utilized.
- b. The intent is that the selected consultant will provide a complete working instrumentation and SCADA system upon completion of the construction, programming and integration.

8. Start-up and Training

- a. Troubleshoot problems in the SCADA system during start-up
- b. Train Commission personnel in the use and maintenance of the SCADA system and its components.

9. Technical Support

- a. Provide technical support for the operation of the instrumentation and SCADA system for one year after start-up and acceptance by the Commission of the new system.
- b. Provide a proposal for future technical support for the operation of the instrumentation and SCADA system beyond the one-year period.

10. Prevailing Wages

- a. The attention of the prospective bidders is drawn to the requirement of paying prevailing wages.**

K. AVAILABLE MATERIALS FOR REVIEW:

- 1. The following information is available for review at the Commission office
 - a. Operations manuals, SCADA system line drawings and manufacturer's literature for existing instrumentation and SCADA system.
 - b. Telephone records for SCADA system.

L. SITE VISIT:

- a. A site visit of existing facilities and equipment may be arranged by contacting Romeo Mendes, PE at (401) 334-6735.

BID PROPOSAL

TO: ROMEO MENDES
LINCOLN WATER COMMISSION
96 OLD RIVER ROAD
LINCOLN, RI 02865

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

SCADA SYSTEM DESIGN

TOTAL IN FIGURES: _____

TOTAL IN WORDS: _____

DELIVERY: _____ CALENDAR DAYS ARO.

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)

APPENDIX "A"
SITE LOCATION LIST

Main Office – 96 Old River Road, Old River Road Tank and SCADA monitoring and control, generator

Providence Connector Pump Station – three pumps (2 to be placed on VFD's in the near future), generator, add chlorine residual monitoring, miscellaneous alarms

Old Pike Pump Station – Single Variable Speed pump, engine pump, supply to high service area, add chlorine residual monitoring, miscellaneous alarms

Albion Road Booster Pump Station and Storage Tank – 2 pumps on VFD's, supply to high service area, add chlorine residual monitoring

Old River Road Tank – directly wired into PLC at LWC office, Add PLC

Westwood Road Tank- Spread spectrum 4-20 milliamp tank level wired into Office PLC

Manville Tank -- Spread spectrum 4-20 milliamp tank level wired into Office PLC

High Service Tank- - Spread spectrum 4-20 milliamp tank level wired into Office PLC, new PLC and security system

Well #4 – Off-line Emergency Supply - Intrusion alarm only

APPENDIX "B"

GENERAL REQUIREMENTS

The operational features and description of items comprising this control system is as follows:

- A) All devices and controls shall be mounted in new or existing NEMA type 12 or 4x enclosures.
- B) Input line power to all systems is 115 VAC \pm 10%, 1 phase, 60 Hertz \pm 3%.
- C) The Operator keypads where specified shall be Allen Bradley PanelView Plus 6-600 Touch screens. All numeric entry keypads shall be software generated, external function keys are not allowed. The Operator Interface Panel display/keypad shall display process data and allow operating setpoint adjustments. All screen navigation shall be self-prompting from the operator display, not requiring external instruction sheets or placards to enable operational know-how.
- D) Supplier shall provide new 24 volt, 60 watt DC, metal case instrument loop power supplies at all locations, including wiring, terminals and fusing for the 120 VAC and DC control loads, as required.
- E) Provide at all locations, New 24 volt powered, metal case, DIN mount, unmanaged Ethernet gigabit switches with 100 % spare ports. Include power supply wiring and necessary cabling to connect all devices.
- F) Create full set of electrical schematics, panel layout drawings and component lists for SCADA and PLC systems on 11" x 17" sheets. All existing panel wiring information shall be integrated into a single, new drawing set for the SCADA and control interfaces at each facility. Each wire on the drawings shall have the number corresponding to the site wiring.
- G) Codes The industrial control devices, motor controllers and components of the system described herein shall be UL Listed, CSA Approved, IEC 146 Approved.
- H) Pump Operating Modes - In the Auto mode the pump start commands and/or speed references shall be initiated by the PLC or electronic instruments. In the Hand mode the motor commands shall be generated electrically directly to the motor control device. In both the Hand and Auto modes, the PLC shall receive the status of the motor, where monitored. In the Local mode, commands are generated by the PLC instruments or control devices at the same location as the controlled device; Remote Control Mode on a pump station screen implies that the automatic operation commands are generated from

the Officel Building PLC with operator adjustment being executed by setpoints or other commands generated by the operator by means of the Human- Machine Interface (HMI) SCADA Software.

- I) Communications to pump stations and storage tanks will be provided by a secure digital RF modem system with ethernet device connections. The PLC's at the pump stations, tanks, office and SCADA computer network will be directly connected together isolated from other networks that may engage the internet.

- J) Communications to SCADA from mobile tablet computers will be provided by a digital cellular 4G modem connected to SCADA Network via a secure private network host (Verizon HPN). LWC will contract Verizon Wireless service directly, contractor to supply all information and technical expertise required to implement user provided equipment.
Remote Access Implementation Requirements:
 - Samsung Galaxy note 10.1 Android tablet w/4G (4 ea.) requires HPN service.
 - Cradlepoint #850/V 4G external Cell modem (1 ea.)
 - Verizon Wireless Hosted Private Network 5 node
 - Microsoft RDP Application for Android
 - Windows Routing Script in master PC

- K) Software Registration of all computer software licenses shall be registered to Lincoln Water Commission. PLC, panelView, and RSView application program files shall be maintained unlocked at LWC office in the owner's possession.

- L) Recommended Spare Parts: One each of every PLC Power Supply, CPU and I/O module, radio modem, Ethernet switch and other OEM recommended spare part shall be supplied (includes fuses).

“APPENDIX C”

SITE SPECIFIC INFORMATION

1.) Providence Connector Pump Station

Existing PLC I/O signals:

Inputs:

- Booster Pump 1 Running status (Discrete Read)
- Booster Pump 2 Running status (Discrete Read)
- Booster Pump 3 Running status (Discrete Read)
- Utility Power Failure Alarm status (Discrete Read)
- Communications Alarm status (Discrete Read)
- Generator Running status (Discrete Read)
- Intrusion Alarm status (Discrete Read)
- Vent Fan On status (Discrete Read)
- High Water Level (Discrete Read)
- Low Building Temp alarm status (Discrete Read)
- Station Flow Rate (Analog Read)
- Suction Pressure (Analog Read)
- H-O-A “Not In Auto” status each Pump

- Add Discharge Pressure Transmitter (Analog Read)
- Add Booster Pump 1 fail Alarm status (Discrete Read)
- Add Booster Pump 2 fail Alarm status (Discrete Read)
- Add Booster Pump 3 fail Alarm status (Discrete Read)

Outputs:

- Booster Pump 1 Start/Stop (Discrete output)
- Booster Pump 2 Start/Stop (Discrete output)
- Booster Pump 3 Start/Stop (Discrete output)

Summary of Modifications:

-
- Replace A/B Micrologix 1500 plc base with Compact Logix processor, necessary I/O and power supply. Rewrite PLC control program in RS Logix 5000 Developer.
- Install new 24 Volt DC power supply, Ethernet switch and Radio Modem w/ antenna.
- Install new Panel View Plus 6-600 Operator terminal
- LWC will facilitate the discontinuation of Verizon leased telephone Circuits.

Description of local PLC logic functions for Providence Connector Pump Station:

Present pump control logic operates pump rotation in one of two Automatic modes; “Normal” (Start-Stop on Level Only) and “Summer” (Start on programmable repeat cycle time delay, and Stop on High level of the selected tank. The Selected Tank can be one of four, Old River Road, Westwood Road, Albion Road or Manville Tank.

Lead/lag rotation is to be controlled from SCADA PC or Panelview Plus with automatic or manual lead pump advance.

2.) Albion Road Tank & High Service Booster Pump Station

Existing I/O Signals:

- Albion Tank Level (Analog Read)
- Pump Station Flow Rate (Analog Read)
- Pump 1 Discharge Pressure (Analog Read)
- Pump 2 Discharge Pressure (Analog Read)
- VFD 1 Amps (Analog Read)
- VFD 2 Amps (Analog Read)
- VFD 1 Speed (Analog Read)
- VFD 2 Speed (Analog Read)
- Engine Pump Discharge Pressure (Analog read)
- Utility Power Failure Alarm status (Discrete Read)
- Communications Alarm status (Discrete Read)
- Generator Running status (Discrete Read)
- Pump 1 VFD Fault Alarm status (Discrete Read)
- Pump 2 VFD Fault Alarm status (Discrete Read)
- Booster Pump 1 Running status (Discrete Read)
- Booster Pump 2 Running status (Discrete Read)
- Engine Pump Running status (Discrete Read)
- Station Intrusion Alarm status (Discrete Read)
- H-O-A “Not In Auto” status each Pump

Summary of Modifications:

- Remove existing modem and install radio system
- Replace A/B Micrologix 1500 plc processor with Compact Logix processor, I/O modules as required, and power supply. Rewrite PLC control program in RS Logix 5000 Developer.
- Install new 24 Volt DC power supply

- Install new Ethernet switch and Panel View Plus 6-600 Operator terminal
- LWC will facilitate the discontinuation of Verizon leased telephone Circuits.

Description of local PLC logic functions for Albion Road Pump Station:

Present pump control logic operates pump(s) on High Service Tank Level. Pump START commands to be generated when level falls below the on setpoint and STOPS upon reaching high tank level setpoints. Pump Speed is derived from comparing the pump discharge pressure setpoint to actual pressure. Commanded speed signal from PLC to VFD shall always be at a minimum that is no less than VFD minimum speed, (to prevent a slow running pump). SCADA distribution of setpoints shall provide 3 pump lead/lag rotation between the two pumps at Albion Road Booster and Old Pike Booster. Setpoints for the High Service fill operation shall be both remotely (SCADA) and locally adjustable (PanelView Plus) to display variables and provide operator edit of pump control setpoints.

3.) Old Pike Booster Pump Station:

Existing Inputs:

- Booster Pump VFD Running status (Discrete Read)
- Engine Running status (Discrete Read)
- Engine Fail Alarm status (Discrete Read)
- Utility Power Failure Alarm status (Discrete Read)
- Communications Alarm status (Discrete Read)
- Intrusion Alarm status (Discrete Read)
- Vent Fan Running status (Discrete Read)
- High Water
- VFD Amps (Analog Read)
- VFD Speed (Analog Read)
- Booster Pump Station Flow Rate (Analog Read)
- Suction Pressure (Analog Read)
- H-O-A "Not In Auto" status of Pump

Add:

- Discharge Pressure (Analog Read)
- VFD Speed Command (Analog Write)

Outputs:

- Pump VFD Start/Stop

Summary of Instrumentation and Telemetry Modifications:

- Remove existing modem and install radio system
- Replace A/B Micrologix 1500 plc processor with Compact Logix 1769-L30ER processor, necessary I/O modules and power supply. Rewrite PLC control program in RS Logix 5000 Developer.
- Install new 24 Volt DC power supply
- Install new Ethernet switch and Panel View Plus 6-600 Operator terminal
- LWC will facilitate the discontinuation of Verizon leased telephone Circuits.

Description of PLC logic functions for Old Pike Booster Pump Station (in conjunction with Albion Road Booster Pump Station):

Present pump control logic operates pump(s) on High Service Tank Level. Pump START commands to be generated when level falls below the start setpoint and STOPS upon reaching high tank level setpoints. Pump Speed is derived from comparing the pump discharge pressure setpoint to actual pressure. Commanded speed signal from PLC to VFD shall always be at a minimum that is no less than VFD minimum speed, (to prevent a slow running pump). SCADA distribution of setpoints shall provide 3 pump lead/lag rotation between the two pumps at Albion Road Booster and Old Pike Booster. Setpoints for the High Service fill operation shall be both remotely (SCADA) and locally adjustable (PanelView Plus) to display variables and provide operator edit of pump control setpoints.

4.) Existing PLC Input/ Output Signals at Old River Road Tank and LWC Office

- Old River Road Tank Level (Analog Read in Office PLC)
- Replicate distributed pump station alternation (rotation with Albion pump station) logic for High Service zone
- Utility Power fail Alarm status (Discrete Read)
- Communications Alarm status (Discrete Read)
- Verbatim Autodialer Channels (Discreet Outputs)
 - Dialer Channel #1
 - Dialer Channel #2
 - Dialer Channel #3
 - Dialer Channel #4
 - Dialer Channel #5
 - Dialer Channel #6
 - Dialer Channel #7
 - Dialer Channel #8

Summary of SCADA Modifications:

- Install Master Radio antenna (omni) atop Old River Road Tank.
- Replace A/B Micrologix 500 slc processor with Compact Logix 1769-L30ER processor, necessary I/O modules and power supply. Rewrite PLC control program in RS Logix 5000 Developer.
- Replace 24 volt DC Loop Power Supply
- Install Battery Back-up power supply to SCADA components
- Install DIN rail mount industrial grade, unmanaged network switch and cables
- New PC, Windows 7OS, i7processor, 1tb, (2 ea.)
- Rockwell SCADA Software license upgrade

5.) Signals from Westwood Tank- Existing signals:

- Westwood Road Tank Level (Analog Read)
- Utility Power Failure Alarm status (Discrete Read)
- Communications Alarm status (Discrete Read)

Summary of Modifications:

- Install Master Radio antenna (yagi) atop Westwood Road Tank.
- Replace A/B Micrologix 1500 plc processor with Compact Logix 1769-L30ER processor, necessary I/O modules and power supply. Write PLC control program in RS Logix 5000 Developer.
- Replace 24 volt DC Loop Power Supply, network switch
- Install Battery Back-up
- Provide operator selectable High and Lo alarm setpoints for the Westwood Tank Level.

6.) Signals from Manville Tank- Existing signals:

- Manville Tank Level (Analog Read)
- Utility Power Failure Alarm status (Discrete Read)
- Communications Alarm status (Discrete Read)

Summary of Modifications:

- Install Radio antenna (yagi) atop Manville Tank.
- Install Compact Logix PLC processor and power supply, I/O and enclosure as required
- Replace 24 volt DC Loop Power Supply, network switch
- Install Battery Back-up

- Provide operator selectable High and Lo alarm setpoints for the Manville Tank Level.

7.) Signals from High Service Tank:

- High Service Tank Level (Analog Read)

Add:

- Utility Power Failure Alarm status (Discrete Read)
- Intrusion Alarm (Discrete Read)
- Communications Alarm status (Discrete Read)

Summary of Modifications:

- Install Radio antenna (yagi) atop High Service Tank.
- Install Compact Logix PLC processor and power supply system, including required I/O modules, terminals, and fusing into existing enclosure
- Install keyed entry alarm system to owners requirements
- Replace Honeywell Gauge pressure transmitter with Honeywell Differential Pressure Transmitter for tank level measurement, include 24 volt DC Loop Power Supply
- Install Battery Back-up
- Provide operator selectable High and Lo alarm setpoints for the High Service Tank Level.

8.) Signals to office from Well #4 (all station equipment to be removed and source abandoned)

- Intrusion alarm only (Discrete Read)

Modifications:

- Install SD4 Remote Radio and antenna
- Install Compact logix PLC processor, I/O modules as required and power supply

APPENDIX "D"

INSTRUMENT SPECIFICATIONS

FREE CHLORINE RESIDUAL ANALYZER DATA SHEET

GENERAL

1. TAG Number	:	
2. Service	:	Continuous wet analyzer
3. P & I D #	:	
4. Location	:	Pump Stations

TRANSMITTER

5. Type	:	ELECTRONIC
6. Element	:	proprietary
7. Power Supply	:	INTERNAL
8. Output Signal	:	4-20 MILLIAMPS
9. Direct / Reverse Acting	:	DIRECT
10. Range	:	0-10 PPM
11. Span	:	0-3 PPM
12. Accuracy	:	.5%
13. Repeatability	:	.5%
14. Local Indicator	:	Included
15. Indicator Range	:	
16. Process Connection	:	½ INCH NPT
17. Enclosure	:	NEMA 4
18. Mounting	:	WALL MOUNT

SERVICE CONDITIONS

19. Fluid	:	WATER
20. Operating Pressure	:	25 – 75 PSIG
21. Max Pressure	:	300 PSIG
22. Operating Temperature	:	60 DEGREES FAHRENHEIT
23. Max. Temperature	:	85 DEGREES FAHRENHEIT
24. Ambient Temperature	:	68 DEGREES FAHRENHEIT

MISCELLANEOUS

25. Pressure Seals	:	N/A
26. Manufacturer(s)	:	HACH
27. Model No.(s)	:	CL 17
28. Options	:	LIGHTNING PROTECTION

APPENDIX "D"

INSTRUMENT SPECIFICATIONS (continued)

DISCHARGE PRESSURE TRANSMITTER DATA SHEET

GENERAL

1. TAG Number	:	
2. Service	:	Discharge Guage Pressure
3. P & I D #	:	
4. Location	:	Providence Connector Pump Station

TRANSMITTER

5. Type	:	ELECTRONIC
6. Element	:	piezo-electric
7. Power Supply	:	INTERNAL
8. Output Signal	:	4-20 MILLIAMP
9. Direct / Reverse Acting	:	DIRECT
10. Range	:	0-300 PSIG
11. Span	:	0-150 PSIG
12. Accuracy	:	.5%
13. Repeatability	:	.5%
14. Local Indicator	:	Included
15. Indicator Range	:	
16. Process Connection	:	½ INCH NPT
17. Enclosure	:	NEMA 4
18. Mounting	:	Pipe Bracket

SERVICE CONDITIONS

19. Fluid	:	WATER
20. Operating Pressure	:	25 – 75 PSIG
21. Max Pressure	:	300 PSIG
22. Operating Temperature	:	60 DEGREES FAHRENHEIT
23. Max. Temperature	:	85 DEGREES FAHRENHEIT
24. Ambient Temperature	:	68 DEGREES FAHRENHEIT

MISCELLANEOUS

25. Pressure Seals	:	N/A
26. Manufacturer(s)	:	HONEYWELL
27. Model No.(s)	:	STG94L
28. Options	:	LIGHTNING PROTECTION

APPENDIX "D"

INSTRUMENT SPECIFICATIONS (continued)

TANK LEVEL D/P TRANSMITTER DATA SHEET

GENERAL

1. TAG Number	:	
2. Service	:	D/P Tank Level –Elevated Zero
3. P & I D #	:	
4. Location	:	High Service Tank

TRANSMITTER

5. Type	:	ELECTRONIC
6. Element	:	piezo-electric
7. Power Supply	:	INTERNAL
8. Output Signal	:	4-20 MILLIAMP
9. Direct / Reverse Acting	:	DIRECT
10. Range	:	0-100 Feet W.C.
11. Span	:	0-35 Feet W.C.
12. Accuracy	:	.5%
13. Repeatability	:	.5%
14. Local Indicator	:	Included
15. Indicator Range	:	
16. Process Connection	:	1/2 INCH NPT
17. Enclosure	:	NEMA 4
18. Mounting	:	Pipe Bracket

SERVICE CONDITIONS

19. Fluid	:	WATER
20. Operating Pressure	:	0 – 75 PSIG
21. Max Pressure	:	300 PSIG
22. Operating Temperature	:	60 DEGREES FAHRENHEIT
23. Max. Temperature	:	85 DEGREES FAHRENHEIT
24. Ambient Temperature	:	68 DEGREES FAHRENHEIT

MISCELLANEOUS

25. Pressure Seals	:	N/A
26. Manufacturer(s)	:	HONEYWELL
27. Model No.(s)	:	STD924
28. Options	:	LIGHTNING PROTECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the Lincoln Water Commission, Lincoln, R.I., as OWNER in the penal sum of

(\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____ 2014.

The condition of the above obligation is such that whereas the Principal has submitted to the Lincoln Water Commission, Lincoln Rhode Island, a certain BID, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the **SCADA SYSTEM DESIGN**.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time with which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Notary

_____ and

Principal

Seal

Surety

IMPORTANT: - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



TOWN OF LINCOLN GENERAL SPECIFICATIONS

1. SUBMITTAL

Sealed bids (proposals) will be accepted in the office of the Lincoln Water Commission, 96 Old River Road, 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 at the Lincoln Water Commission offices.

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.

3. SUBMISSION OF BIDS

- a) Envelopes containing bids must be sealed and addressed to the Superintendent, Lincoln Water Commission, 96 Old River Road, 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 Superintendent 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 data for the purpose as may be requested.

7. ADDENDA AND INTERPRETATIONS

No interpretation on the meaning of the Contract Document will be made to any bidder orally. Every request for such interpretations should be in writing, addressed to Romeo Mendes (emailed to Romeo@lincolnwatercommission.org) by end of day on Thursday, September 18, 2014. Any and all interpretations, and supplemental instructions which, if issued, will be emailed to all perspective bidders (at the respective email address furnished by the bidder for such purpose), not later than end of day on Monday, September 22, 2014. Failure of bidder to receive any such addendum or interpretations shall not relieve any bidder from obligation under his bid as submitted. All addenda so issued shall become part of the Contract Document.

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 Lincoln Water Commission 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 Lincoln Water Commission is only represented by the Superintendent 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.

NOTICE TO VENDORS

1. Contracts shall be awarded by the Lincoln Water Commission to the lowest responsible bidder. In determining “lowest responsible bidder”, in addition to price, the Water Commission 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 Lincoln Water Commission 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 Lincoln Water Commission 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 Lincoln Water Commission. Telephone or written requests for the above will not be honored.

8. As the Lincoln Water Commission 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 not be submitted on an “approved equal” in quality basis. Bidders must bid on specific brand, style, and color as indicated in bid packet. No substitutions will be accepted.
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 Lincoln Water Commission requests that you submit one original and three copies 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 Lincoln Water Commission an invoice for each completed project no later than the 2nd week of every month. This invoice will then be added to the Lincoln Water Commission agenda; the commission meeting is the 2nd Wednesday of every month. Following the review and acceptance of the Invoice by the Water Commission, 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 Lincoln Water Commission 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 Lincoln Water Commission.

- Abandonment of Project. If the Lincoln Water Commission shall at any time during the performance of this Agreement, deem it necessary for the Commission 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 Commission 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

REFERENCES OF SIMILAR JOBS COMPLETED

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

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 (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 or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 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 www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-12, and make those records available to the Department of Labor and Training upon request;
8. 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;
9. 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
10. 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 information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

CERTIFICATION

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

By: _____

Title: _____

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

 Notary Public
 My commission expires: _____

APPENDIX A

TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors
SECTION 37-13-5

§ 37-13-5 Payment for trucking or materials furnished – Withholding of sums due. – A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

APPENDIX B

TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-7

§ 37-13-7 Specification in contract of amount and frequency of payment of wages.

– (a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

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

RULES AND REGULATIONS RELATING TO PREVAILING WAGES

(Revised March 26, 2012)

- 1) Any contractor who has been awarded a contract for a Public Works Project in excess of \$1,000.00, or any subcontractor performing work on said project, shall be liable for the payment of the applicable prevailing wages rate, minus authorized fringe benefit credits, under this chapter 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. A fringe benefit is 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 Rule 17.
- 2) Any contractor who has been awarded a contract for a Public Works Project in excess of \$1,000.00, shall be liable for the payment of prevailing wages under this chapter regardless of whether or not a subcontractor may be the primary obligor. The contractor shall ensure that a subcontractor pays the prevailing wage to his employees and otherwise complies with the provisions of R.I.G.L. Chapter 37-13.
- 3) Pursuant to RIGL §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, www.dlt.ri.gov/pw, Debarment List, whether the proposed contractor has been debarred under R.I.G.L. §37-13-16 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 complaints filed for noncompliance with Chapter 13, Title 37 of the General Laws of Rhode Island shall be in writing, and on forms issued by the Department of Labor. The written complaints must be filed with the Department of Labor and Training within twenty-four (24) months of the completion of the project.
- 5) Any contractor or subcontractor doing work on a Public Works Project, must pay the full prevailing wage rate for the classification of the work performed by an apprentice unless such apprentice is registered under an apprenticeship program sanctioned by the Rhode Island Department of Labor and Training. 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 must determine from the Department of Labor and Training's website, www.dlt.ri.gov/apprenticeship whether all contractors and subcontractors have a registered apprenticeship program.

- 6) Any proceeding to debar a contractor from bidding on a Public Works Project under the provisions of R.I.G.L. Chapter 37-13, 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 this chapter.
- 7) The Department of Labor and Training will be guided by the General Wage Decisions (Davis-Bacon wage determinations) in accordance with Section 37-13-8 of the General Laws of Rhode Island.
- 8) In order to comply with Section 37-13-13 of the General Laws of Rhode Island, contractors 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 Section 37-13-13, when the general or primary contract is one million dollars (\$1,000,000) or more, each contractor 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. 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.G.L. Chapter 37-13.
- 11) In enforcing the provisions of Chapter 13 of Title 37, when any contractor or subcontractor fails to comply with RIGL 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, Title 37 where the contract price exceeds one thousand dollars (\$1,000.00) 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 (\$1000.00) 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 37-13-13 and on the forms set forth in Regulation 8 above, in a safe and secure location for a period of two (2) years from the date such work was performed. These 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 37-13, 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.G.L. §37-13-8.
- 15) The Department of Labor and Training, in making its investigation and determination of prevailing wages pursuant to 37-13-8, shall not determine or address jurisdictional disputes between trade or trades.
- 16) All complaints filed with the Department of Labor and Training pursuant to Chapter 37-13 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 bona fide fringe benefit credits and accompanying rules and regulations. 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.

DEFINITIONS

- A. 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.
- B. A Principal is a person who has a majority of the ownership of a business, firm or corporation.
- C. "prevailing wage law"
- i. "prevailing wage law means R.I.G.L. §37-13-1 et.seq.
- D. "public work"
- i. "public work" means grading, clearing, demolition, improvement, completion, repair, alteration or construction on any public site;
 - ii. the term "public work" does not include:

- a. 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;
 - b. 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.

- E. “heavy construction”
 - i. “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;

 - ii. 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;

- F. “public agency”
 - i. “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.G.L. §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;

- G. “public works contractor”
 - i. “public works contractor” means the prime contractor, and each and every subcontractor, performing public work or heavy construction on any public works project site;

- H. “public works contract”
 - i. “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 \$1,000 or more;
 - ii. payments made through contracts with third parties on behalf of a public agency shall be deemed public works contracts if public funds are utilized;

- I. “construction”
 - i. “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:

- ii. 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 consistent with RIGL §37-13-7(c);
- a. “public works site”
 - i. “public works site” means the physical place or places 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;
 - ii. 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 which can reasonably be said to be included in the public works site;
 - iii. 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.
- K. “public works project”

“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.
- L. “Employee”
 - i. “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.
- M. “Employer”
 - i. “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;
- N. “Independent Contractor”
 - i. “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;
- O. “Residential Construction”
 - i. Residential Construction means projects consisting of single family homes and apartments up to and including four (4) stories.

APPENDIX A



RI Dept of Labor & 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

RI Certified Weekly Payroll

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

Name, Address Phone & SS # of Employee	Work Classification Apprentices %	Date:	Hours Worked Each Day							Total Hrs	Hourly Rate	Hourly Fringe Benefit	Gross	Deductions				Net		
			S	M	T	W	T	F	S					Social Security	Medi- care	Withheld Federal	RI TDI		*Other	
			P.S. P.O. R.H. R.O.											Social Security	Medi- care	Withheld Federal	RI TDI		*Other	
		P.S.																		
		P.O.																		
		R.H.																		
		R.O.																		
		P.S.																		
		P.O.																		
		R.H.																		
		R.O.																		
		P.S.																		
		P.O.																		
		R.H.																		
		R.O.																		
		P.S.																		
		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

STATEMENT OF COMPLIANCE

I _____ do hereby state:

(print name of signatory party)

(title)

(1) That I pay or supervise the payment of the persons employed by _____ on the

(contractor or subcontractor)

_____ : that during the payroll period commencing on the _____ day of _____, 20____, and ending

(project)

the _____ day of _____, 20____, 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 _____

(contractor or subcontractor)

from the full weekly wages earned by any person and that no deductions have been 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 _____

2.) Pension or Retirement _____

3.) Life Insurance _____

4.) Disability _____

5.) Vacation, sick, holiday _____

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.

PLEASE PRINT Name and title of owner or officer of the corporation

SIGNATURE

DATE

The willful fabrication of any of the above statements may subject the contractor or subcontractor to a \$100 per day fine and be deemed guilty of a misdemeanor.

APPENDIX B



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

Page: _____

Rhode Island Certified Prevailing Wage Daily Log

Project Name: _____

Date: _____

Project Location: _____

Contractor: _____

Print Name	Employer	Job Title/ Classification	Time		Signature
			In	Out	

I _____ hereby certify that the information in this form is complete and correct. Any contractor who knowingly maintains a false or fraudulent daily log may be penalized by the Department of Labor and Training up to \$500 for each calendar day of noncompliance.

Contractor/Officer's Signature

Date