



**TOWN OF WESTERLY**

**PUBLIC BID**

**2016-023**

**ROOF REPLACEMENT BRADFORD #2, #3  
& WHITE ROCK #3 PUMP STATIONS**

**MARCH 2016**

**TOWN OF WESTERLY  
PUBLIC BID  
2016-023 ROOF REPLACEMENT BRADFORD #2, #3  
& WHITE ROCK #3 PUMP STATIONS**

The Town of Westerly, RI, acting through its Purchasing Agent is hereby soliciting sealed bids for the Department of Utilities for **2016-023 Roof Replacement Bradford #2, #3 & White Rock #3 Pump Stations**. Sealed bids will be received no later than **April 6, 2016 at 3:00 pm**, at the Office of the Purchasing Agent, located on the first floor, Westerly Town Hall, 45 Broad Street, Westerly, RI 02891, at which time, or as soon thereafter as possible, they will be publicly opened and read aloud. Copies of the Bid Documents may be obtained on or after **March 16, 2016** by visiting [www.westerly.govoffice.com](http://www.westerly.govoffice.com) to download or by calling the office of the Purchasing Department, Westerly Town Hall, 45 Broad Street, Westerly, RI 02891, 401-348-2625 or 401-315-1535, between the hours of 8:30 am to 4:30 pm Monday through Friday. **A pre-bid meeting will be held on March 23, 2016 @ 10:00 a.m. at 38 White Rock Road, Westerly, RI 02891 followed by visits to the remaining locations.**

A Bid Bond in the amount of 5% of the base bid will be required to accompany Bids. In addition to, ALL trades are required to pay prevailing wages. (Davis Bacon Act RI140001 – As amended up to the date of this Bid).

In addition to two (2) original copies of the Bid Form to be submitted, prospective bidders shall also submit with their hard copy bid, one (1) read-only CD-R media disc as the "Public Copy". The Public Copy disc must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Title of Solicitation; (2) Name of Bidder and Address; and (3) Date of Bid. The Public Copy shall include the following items: (1) Scanned copy of the original executed Bid Form submitted and Contract Bid Documents; and Scanned Copy of original Bid Bond for the Project. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive and rejected.**

Bids misdirected to any other person or location by virtue of incorrect mailing addresses or otherwise not present at the Purchasing Agent's office prior to the bid deadline for whatever reason will not be accepted. The Purchasing Agent will be the sole and final judge of timely receipt. Documents incorrectly addressed or misdirected to other locations other than the Purchasing Agent at the Town Hall, and are not present at the time of bid opening for whatever cause will be deemed to be late and will not be considered. Postmarks will not be considered proof of timely submission.

**All questions, regarding the Bid, should be emailed, no later than March 30, 2016 by 12:00 PM to Eileen Cardillo, Purchasing Agent, [ecardillo@westerly.k12.ri.us](mailto:ecardillo@westerly.k12.ri.us) or fax; 401 348-2528.** All Bids must be sealed and clearly marked **2016-023 ROOF REPLACEMENT BRADFORD #2, #3 & WHITE ROCK #3 PUMP STATIONS** – Town of Westerly Public Bid in the lower left hand corner of the envelope.

The Town of Westerly reserves the right to reject or accept any or all bids that it deems to be in its best interest and to waive any informalities in the bidding system. No bidder may withdraw his bid within ninety (90) days after the actual date of the opening thereof. The Town of Westerly does not discriminate on the basis of age, race, religion, national origin, color or disability in accordance with applicable laws and regulations. Individuals requesting interpreter services for the hearing impaired or other individuals requiring special accommodations should call 401-348-2500 or 401-596-2022 (v/tdd) 72 hours in advance of the hearing date.

## INFORMATION FOR BIDDERS

### 1. RECEIPT AND OPENING OF BIDS:

- a. The Town of Westerly, acting herein through its Purchasing Agent (herein called the Owner, invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Two (2) original Bid Proposals are to be submitted to the Purchasing Agent. Bids will be received at the office of the Purchasing Agent, Town Hall, 45 Broad Street, Westerly, RI until **3:00 p.m.** on **April 6, 2016** at which time they will be publicly opened and read aloud. The envelope containing the bids must be sealed, and addressed to the Purchasing Agent at the Town Hall, 45 Broad Street, Westerly, RI 02891, clearly marked: **2016-023 ROOF REPLACEMENT BRADFORD #2, #3 & WHITE ROCK #3 PUMP STATIONS.**
- b. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Any bid accepted shall be subject to appropriation and availability of funds.
- c. **Form of Bid Proposal.** Each proposal must be made on the form furnished by the Town and attached hereto and the completed proposal must be left intact in this pamphlet. Bidders will state, both in writing and in figures, the proposed price for each separate item of the work called for in the annexed proposal form by which prices the bids will be compared. If any price is omitted, the blank may be filled with the lowest price named by any bidder for that item, or the proposal may be rejected. The Town of Westerly reserves the right to waive, at its discretion minor informalities in any proposal.
- d. **Bidding Check or Bid Bond.** Each proposal must be accompanied by either a certified check or a bid bond for not less than 5% of the total bid made payable to the Town of Westerly, said check to be returned on written request to the bidder or bond released by the Town after the contract has been awarded and executed unless forfeited as hereinafter stipulated. No bid will be considered which is not accompanied by such check or bond.
- e. **Performance, Labor and Materials Bond, Execution of Contract.** If the resultant contract will exceed \$50,000.00, the person or persons to whom the contract shall be awarded must file a performance and labor and materials bonds and execute said contract in triplicate within ten (10) days from the date of notification of such award, and in case of failure or neglect to do so, the Town may determine that the bidder has abandoned the contract, and thereupon the proposal and acceptance shall be null and void, and, at the Town's option, the amount of the check or bond accompanying the proposal shall be forfeited to the Town of Westerly or shall be returned to the bidder in whole or in part. The performance and labor and materials bonds furnished must each be in the sum of the full amount of the Bid and/or Contract Price in favor of the Town of Westerly. The bonds shall be executed by a financially strong surety company licensed to do business in the State of Rhode Island and approved by the Town, as Surety, for the faithful performance of the contract and payment for labor and materials. The bonds shall remain in full force and effect until the completion of the contract, including the guaranty or warranty periods stipulated in the Contract Documents and/or Agreement or until final acceptance by the Town of Westerly. The Contractor shall pay the premiums for such Bonds.
- f. **Insurance.** The contractor shall, before beginning work under this contract, file with the Purchasing Agent, copies of a certificate or certificates, by an acceptable insurance company, or companies, that the various forms of insurance required have been provided in the stipulated amounts.

- g. **Information to be Submitted.** Bidders whose proposals are being considered must submit the following information in duplicate within five (5) days after a request for the same by the Town. 1. Evidence that previous work done by the bidder, similar to that called for in this contract, was carried forward and completed in a manner entirely satisfactory to those under whose supervision the work was performed. This is to include a list of such work with the names of owners for whom the same was performed and of the engineers or architects who supervised the same, with dates. 2. A brief description of the plant and general methods proposed for carrying on the work, indicating therein whether the plant and equipment is owned by or to be hired by the bidder. 3. A sworn statement in form satisfactory to the Town as to financial condition as of January 1st of the current year, together with a sworn copy of the latest balance sheet and a bank reference. 4. A statement from a bonding company made after bids have been opened and reviewed that it is willing to execute a bond for the bidder in the amount and form required herein.
- h. **Rejection of Bid Proposals.** A bid may be rejected for any of the following reasons: 1. If the proposal is incomplete, conditional or obscure, or if it contains additions not called for, erasures, alterations, obvious errors or irregularities of any kind, or if it does not conform in every respect to the requirements stated in this information, or if it is on sheets removed from this pamphlet. The Town, however, may waive minor informalities. 2. If the Town of Westerly should be of the opinion that it was prepared without adequate care or knowledge of the conditions relative to the work or under a misunderstanding of the requirements of the Town, or if it is for work other than that on the specifications as required. 3. If the Contractor fails to furnish information promptly as required herein. 4. If the bidder cannot show that he has the necessary capital and experience, to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or the time specified.
- i. **Time for Completion.** The Contractor to whom this contract may be awarded will be required to commence work on the Contract within five (5) days after the proper date of a letter from the Town notifying the contractor to begin work – (Notice to Proceed) and/or receipt of Purchase Order. This letter/purchase order may, at the option of the Town, be sent any time after the award of the contract and even prior to the formal signing of the contract document and surety bond.
- j. **Examination of Ground.** Bidders must satisfy themselves, by personal examination of the location of the proposed work, and by such other means as they may prefer as to the actual conditions and requirements of the work, and inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed, and this contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor and a minimum of inconvenience and injury to other persons and property.
- k. **Oral Statements Not Binding.** The proposals submitted for this project must be based upon the text of this Information for Bidders, the accompanying Proposal Form, the proposed form of Contract, Specifications, and Performance Bond and the plans and details named herein, and no oral or informal statement or representation by any representative or employee of the Town of Westerly shall be considered an amendment to, or waiver of, any statement in, or requirement of, such bidding or proposed contract documents, and no claim or right of action shall accrue in favor of any bidder or any one claiming under any bidder as a result of or founded on such oral or informal statements or representations.
- l. **Address of Contractor.** Each bidder shall indicate in his proposal the address to which all notices; letters or other communications may be sent. This address may be changed only by proper delivery to the Town of written notice of such change, signed by the contractor. The mailing or delivery by messenger of any notice, letter or communication to such designated address or to the office of the contractor at or near the site of the work or to any attorney or

attorneys appointed by non-resident principals to a contract or by a "foreign" corporation, at any time including the full period of work under the contract shall be deemed sufficient for any notice or service on the part of the Town in connection with the contract or any part thereof.

- m. **Balanced Bidding.** Not applicable.
- n. **Quantities.** Not applicable.
- o. **Contents of Contract.** Not applicable.
- p. **Sales Tax.** Under the terms of the regulations referring to contractors and subcontractors, issued by the State Tax Commission in administration of the State Sales and Use Tax, to which the Bidder is referred, the Contractor may purchase materials or supplies to be consumed in the performance of this contract without payment of tax and shall not include in his bid nor charge any use of sales tax thereon.
- q. **Equal Employment Opportunity.** The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Department of Labor relative to equal employment opportunity.
- r. **Qualifications Of Bidder:** The Owner may take such investigations as he deems necessary to determine the ability of the bidder to supply the Owner with items being bid, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if through the evidence submitted by or investigation of such bidder fails to satisfy the Owner that the bidder is properly qualified to carry out the obligation of the Agreement and to supply the Owner with the bid items within the time stated.
- s. **Method of Award – Lowest Qualified Bidder:**
  - 1. If, at the time this bid is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds estimated by the Owner as available to finance the bid, the bid will be awarded on the base bid subject to such modifications resulting from the acceptance by the Owner of any alternates noted in the bid which the Owner deems to be in the best interest. If such bid exceeds such amount, the Owner expressly reserves the right to decrease any class, item or part of the item, and this reservation includes the omission of any item, or items, as may be decided by the Owner or the Owner may reject all bids.
  - 2. In the event that there is a discrepancy between the price written in words and written in figures, the price written in words shall govern.
  - 3. Bids which are incomplete, not on the prescribed forms, not properly endorsed or signed, not filled out fully in ink or typewritten, abnormally high or abnormally low, or otherwise contrary to these instructions may be rejected as informal or unbalanced.
- t. **Obligation of Bidder:**

At the time of the opening of bids each bidder will be presumed to have read and to be thoroughly familiar with the specifications including all addenda. The failure to familiarize himself with conditions relating to the item to be included under this bid shall in no way relieve any bidder from obligation in respect to his bid.
- u. **Withdrawal of Bids:**
  - 1. Bids may be withdrawn personally or by written, faxed or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation of any telegraphic or faxed withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. Negligence or error on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.
  - 2. No bidder may withdraw a bid within ninety (90) days after actual date of the opening thereof.

v. **Public Copy Requirements:**

In addition to two (2) original copies of the Bid Form to be submitted, prospective bidders shall also submit with their hard copy bid, one (1) read-only CD-R media disc as the "Public Copy". The Public Copy disc must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Title of Solicitation; (2) Name of Bidder and Address; and (3) Date of Bid. The Public Copy shall include the following items: (1) Scanned copy of the original executed Bid Form submitted and Contract Bid Documents; and Scanned Copy of original Bid Bond for the Project. Bid proposals that do not include a copy for public inspection will be deemed nonresponsive and rejected.

w. **10. Prevailing Wage Rates.**

Contractor acknowledges that work performed under this contract is subject to prevailing wage rates as required by the Davis-Bacon Act – See Appendix B.

## **SUPPLEMENTARY CONDITIONS**

(A) **Definitions:**

1. The word "Town" as used herein refers to the Town of Westerly or any duly authorized official thereof acting in his official capacity.
2. The word "Contractor" as used herein refers to the party or parties contracting to perform the work to be done under this contract, as party of the second part, or the legal representatives of such party or parties.
3. "Utilities Department" shall mean the Utilities Department of the Town of Westerly.
4. The word "Superintendent" as used herein refers to the Utilities Superintendent of the Town of Westerly or his designated representative.

(B) **Town to be the Judge.**

The Superintendent shall be the judge of the character, nature and fitness of all the work done and materials furnished under this contract, and of the amount, quality and classifications of the several kinds of work for which payment is made, and he shall decide as to the meaning, intent and performance of this contract. The entire work shall be done under his supervision and to his satisfaction and his estimates and his decisions upon all questions relating to said work shall be a condition precedent to the right of said Contractor to payments under this agreement.

(C) **Changes and Extra Work:**

1. The Town may, in writing, and without notice to surety, alter and change the line, grade, plan, form, position, dimensions or materials of the work herein contemplated, or any part thereof in a manner not inconsistent with the general layout of said improvements, either before or after its commencement, or may order in writing any extra work which it may deem necessary in connection therewith. If such alterations diminish the quantity of work to be done, they shall not be made the basis of a claim for damages, or for anticipated profits on the work that may be dispensed with; if they increase the amount of work, such increase shall be paid for according to the quantity done and at the price established for such work under this contract; or in case there is no price established, it shall be paid for at a reasonable amount as determined by the Town of Westerly and the Contractor.
2. Extra Claims to be Made Promptly. No claim for payment in addition to the amount so awarded, on account of extra work done or materials furnished or damages sustained, will be considered unless the contractor shall make the same to the Town of Westerly, in writing, within twenty (20) days after the date of the estimate when such award is made; or in the case there is no award, then within twenty (20) days after the date of the damages for which said compensation is claimed; and shall, when requested, file with the Town an itemized statement of, and it is agreed that the filing of said claim as above specified, together with said statement and

vouchers, when requested, shall be a condition precedent to the right of the Contractor to receive any additional compensation under this contract.

**(D) Contractor's Control of Work:**

1. Assignments or Subletting. The Contractor shall not assign this contract or any interest therein, nor sublet any part of the work contemplated hereunder, nor part with the control or charge thereof without the written consent of the Town. Without such permission, any attempted or actual assignment or sublet of the contract, or any portion thereof, may be treated by the Town as rendering the contract, or portions thereof, null and void.

The Contractor may, with the consent of and subject to the approval of the Town in each case, employ sub-contractors to supply material and perform parts of the work required herein. But the Town shall be notified in advance and approval secured before each sub-contractor is employed on the work. The employment of sub-contractors will not relieve the general contractor of full responsibility for all parts of the work.

2. Contractor to have Superintendent. The Contractor shall keep a competent superintendent on the grounds whenever any work is being done, who shall receive orders in the Contractor's absence and shall obey them as if received by him personally.

**(E) Contractor Responsible for Whole Work:**

1. The Contractor shall be responsible for the entire work until its final acceptance at the end of the maintenance/guarantee period and any unfaithful or imperfect work or defective material that may be discovered at any time before said final acceptance shall be immediately corrected or removed by said Contractor on requirement of the Town.

2. Defects. In case the nature of the defects is such that it is not expedient to have them corrected, the Town shall have the right to deduct from the amount due the Contractor on the final settlement of the accounts, such sums of money as he considers a proper equivalent for the difference between the value of the materials or work specified and that furnished, or a proper equivalent for the damage.

3. Partial Payment Not Acceptance. It is also agreed that this is an entire contract for one whole and complete work, and that no partial payments on account by the Town nor the presence of the Superintendent or inspectors, or their supervision or inspections of work or material, shall constitute an acceptance of any part of the work before its entire completion and final acceptance. Neither the acceptance by the Town or the Superintendent, or any of their agents, employees or subordinates, of the whole or any part of the work, nor the connecting to or use of any of the work, embraced in this Contract, nor any payment for the work, nor any extension of time, nor any possession taken by the Town, shall operate as a waiver of any portion of this Contract (except the maintenance period which shall start when continual use begins, as provided below) or of any power or right herein reserved to the Town or the Superintendent, or of any right of the Town to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided; and the Town shall also be entitled as a right to a writ of injunction against any breach of any of the provisions of this Contract.

**(F) Commencement and Completion of Work:**

1. The Contractor shall commence work within five (5) days of written notice of award of contract and shall prosecute the same in accordance with "Time for Completion" and a progress schedule prepared by him and approved in advance by the Town, and shall complete the said project and all work connected therewith not later than the time so stipulated therefore.

2. Extension of Time. If the Contractor is delayed in the prosecution or completion of the work by or on account of any act or omission of the Town, any public utility or agencies, or by strikes or causes beyond control of the Contractor, he shall be entitled to such reasonable extension of time for the completion of the work as may be decided upon by the Superintendent, provided,

however, that no claim for an extension of time for any reason shall be allowed unless within three days after such delay occurs, notice in writing of the fact of said delay, its causes, and the extension claimed shall be given by the Contractor to the Superintendent.

Although claims may be made for extensions of time due to delays beyond the control of the Contractor, no claims for damages or for extra payment shall be made against the Town because of such delays.

3. Normal Work Week. The normal workweek for the Town of Westerly is five (5) days, Monday through Friday. If the Contractor chooses to operate his work on a legal Holiday or on Saturday, he shall be required to obtain prior written permission, on a case by case basis, from the Town and he shall not assume that such permission will be granted. Unless otherwise especially permitted by the Town, no work shall be done between the hours of 6:00 P.M. and 7:00 A.M., nor on Sunday, except as necessary for the proper care and protection of the work and traffic. Work within State Highways will be performed between the hours permitted by the State.

**(G) Guarantees**

1. Except as otherwise specified, all work, materials and equipment shall be guaranteed by the Contractor against all defects resulting from the use of inferior materials, equipment, or workmanship for not less than one year from the date of final completion of the contract, or from full acceptance by the Town, whichever is earlier, unless otherwise specified herein.
2. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which, in the opinion of the Superintendent is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract, the Contractor shall promptly upon receipt of notice from the Town, and without expense to the Town:
  - a) Place in satisfactory condition in every particular of all such guaranteed work, correct all defects therein, and
  - b) Make good all damage to any applicable building, roadway or site, or equipment or contents thereof, which, in the opinion of the Superintendent is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract; and
  - c) Make good any work or materials, or the equipment and contents of said building, roadway or site disturbed in fulfilling any such guarantee.
  - d) In any case where in fulfilling the requirements of the contract or of any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract; he shall restore such disturbed work to a condition satisfactory to the Superintendent and guarantee such restored work to the same extent as it was guaranteed under such other contract.
  - e) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Town may have the defects corrected and the Contractor and his surety are liable for all expenses incurred.

**(H) Contractor's Duties and Liabilities:**

1. Laws and Regulations. The Contractor, in the prosecution of the work, shall comply with all local, state and federal laws and regulations, and with all ordinances, and he shall secure all necessary permits and licenses. This project is subject to all of the safety and health regulations (see 29 CFR 1518 as amended) promulgated by the U.S. Department of Labor on April 17, 1971, and as required by the Occupational Safety and Health Act (OSHA).

Note: Rhode Island law states that: All contractors who bid on municipal and state construction projects with a total cost of \$100,000 or more shall have an OSHA 10 hour construction safety program for their on site employees.

2. Contractor Liable for Damages. The Contractor shall indemnify and save harmless the Town in which the work lies, and/or the State of Rhode Island and/or their respective officers, agents and servants against and from all damages, costs, expenses which they or any of them may suffer by, from or out of any and all claims for payment for materials and labor used and employed in the execution of this contract and also for injuries or damages received or sustained to person or property, or both, in consequence of or resulting from any work performed by said Contractor or of, or from any negligence in guarding said work or of, or from any act or omission of said Contractor, and said Contractor shall also indemnify and save harmless said Town from all claims under the Workmen's Compensation Act arising under or out of this contract.

3. Insurance.

A. The Contractor shall assume responsibility and liability for all injuries to persons or damages to property, including property in your care, custody, and control, directly or indirectly due to, or arising out of, his operations under the contract and shall be responsible for the proper care and protection of all work performed until completion and final acceptance by the Town.

B. The Contractor shall also indemnify and save harmless the Town and School against any and all claims of whatever kind and nature due to, or arising out of, his/her breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of his/her Bid.

C. The Contractor shall furnish certificates of insurance from companies acceptable to the Town. All Insurance Companies listed on certificate must be licensed to do business in the State of Rhode Island. The Contractor shall provide a certificate of insurance as specified on the bidding forms. Contracts of insurance (covering all operations under this contract) shall be kept in force until the Contractor's work is accepted by the Town.

D. The Town of Westerly shall be named as the certificate holder and as additional insurance on all applicable coverages.

Comprehensive General Liability including Premise/Operations, Explosion, Collapse, and Underground Property Damage, Products/Completed Operations, Broad Form Contractual, Independent Contractors, Broad for Property Damage; and Personal Injury liabilities.

(a) Each Occurrence:	\$1,000,000
(b) Products – Completed Operations Aggregate:	\$2,000,000
(c) General Aggregate:	\$2,000,000
(d) Personal & Advertising Injury	\$1,000,000

Auto Liability - Comprehensive Automobile Liability including all owned (private and others), hired and non-owned vehicles: Carrier shall be A- rated or higher.

(a) \$1,000,000 Combined Single Limit for Bodily Injury & Property Damage

Workers Compensation - **\$500,000. The Town requires this coverage without exception.**

Employers Liability - **\$500,000 Policy Limit; \$500,000 each by Accident or Disease.**

Excess Liability Insurance

Contractor to purchase and maintain Excess Liability insurance in the Umbrella form with Liability Limits no less than \$2,000,000 for Bodily Injury and Property Damage. Coverage to be maintained in accordance with the above requirements. Evidence of such excess liability shall be

delivered to Owner in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance.

If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with this Section on the basis of its not complying with the Contract Documents, Owner will notify Contractor in writing thereof within ten days of the date of delivery of such certificates to Owner.

Contractor will provide such additional information in respect of insurance provided by him/her as Owner may reasonably request.

Certificates of the insurance company or companies, in form satisfactory to the Purchasing Agent for the coverage indicated above, must be furnished to the Purchasing Agent before the Contractor starts work on the site. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Purchasing Agent shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Purchasing Agent.

Failure to provide the required insurance and certificates thereof may, at the option of the Town, be held to be a willful violation of this contract.

4. Contractor Shall Protect the Public. The Contractor shall execute the work in such manner as to interfere as little as possible with public travel; shall in accordance with the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD), provide railings or suitable barricades to exclude persons and animals from trenches and obstructions, and to prevent accident or injury to workmen, other persons, vehicles or animals; shall cause a sufficient number of drum barricade channelizing devices and amber flashing electric lights to be activated at or near the works, from twilight in the evening until sunrise, shall furnish, set and maintain such "street closed", "warning", "detour", or other signs as may be necessary for the convenience of traffic or as may be directed by the Town and shall employ flag persons or additional safeguards when and as necessary, or when required by the Stonington Police Department, or the Superintendent. Flag persons shall be employed when the Contractor's operations reduce traffic to less than two-way travel.

5. Patents. The Contractor shall defend any suits or proceedings brought against the Town for alleged infringements of patents by or by reason of any method of construction or appliances, or material furnished under this contract, and shall pay any damages or costs that may be awarded against the Town as a result of such suits, free of all expense to the Town.

**(I) Avoidance of Contract:**

1. If the work to be done under this agreement shall be abandoned, or at any time suspended for three (3) days without reasonable cause, or if this contract shall be assigned without the written consent of the Town, or if at any time the Town shall be of the opinion that the said work is unnecessarily or unreasonably delayed or that the Contractor is willfully violating any of the conditions or agreements of this contract, or that the progress of the work is, in its opinion, being so delayed that said work cannot be completed within the required time, the Superintendent may give written notice, postage prepaid, to the Contractor, at his business address, to that effect. If the Contractor shall not, within ten (10) days after the mailing of such notice, take such measures as will, in the judgment of the Superintendent, insure the satisfactory completion of the work, the Superintendent shall then notify the Contractor in writing, to discontinue all work under this contract; and it is hereby agreed that the Contractor shall thereupon at once stop work, and cease to have any right or claim to possession of the ground or such part thereof as the Town may designate; and the said Town may, by means of such other agents or contractors as shall to him seem advisable, complete the work therein described, or such part thereof as it may deem necessary, and may take possession of, and use all implements,

tools, materials or facilities used for, or in connection with the operations or the fulfillment of this contract except as otherwise provided in this contract.

The Contractor shall not remove any portion of the plant or any materials after receiving such notice as aforesaid. And the Town is hereby authorized and empowered to apply sums of money due, or to become due, to said Contractor, under this contract, by way of reduction in damages, and as part payment of such additional expense incurred by the Town as aforesaid.

2. The Town May Protect Work. It is, however, mutually agreed that the Town, at its discretion and at the Contractor's expense, may immediately, upon the cessation of work or thereafter, take measures to protect the work under construction, the adjacent ground, pipes, and other structures where, in his opinion, safety requires such work to be done at once.

**(J) Compensation:**

1. Prices Bid Include Full Compensation. The prices stated in said proposal include full compensation not only for furnishing all the material and building the required structures and facilities if required, but also for assuming all risk as to the nature of the roadways, soil and the action of the elements; for all excavation and back filling of the same; for the removal of, and delay and damage occasioned by any trees, stumps, tracks, timber, masonry, above and below ground utilities and services or other obstacles; for removing, protecting, repairing or restoring, all pipes, mains, drains, sewers, conduits, above and below ground utilities and services, curbs, walks, fences, tracks, or any other obstacles, whether shown on the plans and details or not; for pumping, damming, draining, or otherwise handling or removing, without damage to the work or to other parties, all water or sewage from whatever source which might affect the work or its progress; for all fencing, lighting, watching, special police, signs and bridging, necessary to maintain, direct and protect travel on streets, walks and private ways, for making all provisions necessary to maintain and protect buildings, fences and other structures, and all public and private property affected by this work, and for the repair of such structures, and such property if injured by neglect of such provisions; for removing all surplus or condemned materials as may be directed; for replacing, repairing and maintaining the surface of the street or private land, if affected by work performed under this contract; for furnishing the requisite filling in case of deficiency or lack of suitable material, for obtaining all permits and licenses, and for any expense on account of the use of any patented device or process; for all expense incurred by or on account of the suspension or discontinuance of said work; for the cost of adequate insurance, for keeping records and making reports as required by this contract, and for all general and incidental expense, and for furnishing all tools, materials and supervision, implements and labor, required to build and put in complete working order the said project and all structures appertaining thereto, in accordance with this contract and specifications.

2. Estimates and Payments- Retainage Required. Not applicable.

**(K) Release of Liens & Consent of Surety:**

1. Release of Liens and Consent of Surety as noted below are required as a condition of receipt of final payment.

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Town (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Town or the Town's property might be responsible or encumbered (less amounts withheld by Town) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Town, (3) a written statement that the contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and, (5) if required by the Town, other data establishing payment or satisfaction

of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Town. If a Subcontractor refuses to furnish a release or waiver required by the Town, the Contractor may furnish a bond satisfactory to the Town to indemnify the Town against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Town all money that the Town may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**TOWN OF WESTERLY**  
**Utility Division**  
**TECHNICAL SPECIFICATIONS**  
**2016-023 ROOF REPLACEMENT BRADFORD #2, #3**  
**& WHITE ROCK #3 PUMP STATIONS**

Roof Replacements Water Pump Stations Bradford 2, #236 Bradford Road, Bradford 3, #22 Old Carriage Road, and Number 3, #38 White Rock Road, Westerly, R.I. 02891

**FURNISH AND INSTALL:**

1. Set up and erect staging and safety equipment as required
2. Remove and dispose of all existing layers of roofing down to roof deck
3. Inspect deck for any damage
4. Install necessary perimeter wood blocking
5. Mechanically attach 1/2" H.D. Insulation Board
6. Fully adhere .60 Carlisle, (or approved equal), Roof Membrane System
7. Flash all roof penetrations per Manufacturers Specifications
8. Install new white .040 aluminum drip edge
9. Provide 20 year Manufacturer Material Warranty
10. Remove and Dispose of all existing interior ceiling batt insulation
11. Install new batt insulation per code
12. There are 3 buildings to be re-roofed. The exterior dimensions are as follows:  
Pump Station Number 3: Roof #1: 22 feet by 18 feet, second section 14 feet by 16 feet.  
Bradford Pump Station Number 2: 16 feet by 22 feet, and Bradford Pump Station Number 3: 22 feet by 28 feet. These dimensions are for information only. It is the responsibility of the prospective bidder to verify the actual roof measurements.

**BID PROPOSAL**  
**2016-023 ROOF REPLACEMENT BRADFORD #2, #3**  
**& WHITE ROCK #3 PUMP STATIONS**

Date: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

1. Bradford #2 Base Bid in Dollars: \$ \_\_\_\_\_

1. Bradford #2 Base Bid in Words: \_\_\_\_\_

2. Bradford #3 Base Bid in Dollars: \$ \_\_\_\_\_

2. Bradford #3 Base Bid in Words: \_\_\_\_\_

3. White Rock #3 Base Bid in Dollars: \$ \_\_\_\_\_

3. White Rock #3 Base Bid in Words: \_\_\_\_\_

**4. Total Bid in Dollars:** \$ \_\_\_\_\_

**4. Total Bid in Words:** \_\_\_\_\_

**State of Rhode Island Roofing License Number** \_\_\_\_\_

**Note:** the Town of Westerly is exempt from Federal and State taxes.

**Acknowledgement of receipt of addendums: Yes/No; Addendum numbers:** \_\_\_\_\_

**PUBLIC COPY DISC SUBMITTED: Yes/No (circle one)**

**APPENDIX A COMPLETED & SUBMITTED with bid: Yes/No (circle one)**

Delivery \_\_\_\_\_ days after receipt of purchase.

Representing the Bidder indicated above, I hereby certify that the offered meets all of the specifications of the Town of Westerly except as are noted on the exception sheet.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

EXCEPTION TO MINIMUM SPECIFICATIONS:

Company: \_\_\_\_\_

By: \_\_\_\_\_

## Appendix A

### Bidder Certification Form

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

#### Rules for Submitting Offers

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

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/RFQ number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes. A complete signed (in ink) offer package must be delivered to Westerly Public Schools Finance Office Babcock Hall by the time/date specified for the opening of responses in a sealed envelope.

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

Documents misdirected to other than the Schools location or which are not present in Westerly Public Schools Finance Office at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission.

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

PRICING. Offers are irrevocable for ninety (90) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. Westerly Public Schools is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

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

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

PUBLIC RECORDS. Offerors are advised that all materials submitted to the School for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting [www.westerly.govoffice.com](http://www.westerly.govoffice.com) or appearing in person at the Westerly

Public Schools Finance Office Mondays through Fridays between 8:30am-3:30pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the website.

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

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

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

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

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

**GENERAL TERMS AND CONDITIONS OF CONTRACTS.** This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The General Terms and Conditions are Incorporated into Westerly Public Schools contracts.

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

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

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

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

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

**SPRINKLER IMPAIRMENT AND HOT WORK.** The Contractor agrees to comply with the practices of the School's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Manager at the Town of Westerly/Westerly Public Schools.

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

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

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

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

Indicate Yes (Y) or No (N):

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

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

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

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

\_\_ 5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department of Administration or made under general regulations which the Purchasing Agent may prescribe," including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any department or an employee of the Town of Westerly/Westerly Public Schools may be disregarded and shall not be binding on the Town of Westerly/Westerly Public Schools.

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

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

\_\_ 8 I/we certify that I/we understand that falsification of any information herein or failure to notify the Town of Westerly/Westerly Public Schools Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

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

\_\_ 10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) apply as the governing conditions for any contract or purchase order I/we may receive from the Town of Westerly/Westerly Public Schools, including the offer contained herein.

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

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

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

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

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

Vendor's Signature: \_\_\_\_\_ Bid Number: \_\_\_\_\_ Date: \_\_\_\_\_  
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer Telephone Number

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**Appendix B**

**DEFINITIONS**

**RULES AND REGULATIONS RELATING TO PREVAILING WAGES**

**INSTRUCTIONS FOR PREPARING RI CERTIFIED WEEKLY PAYROLL FORMS**

**RHODE ISLAND CERTIFIED WEEKLY PAYROLL**

**STATEMENT OF COMPLIANCE**

## DEFINITIONS

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

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

Q) "Public Works Site"

- 1) "public works site" means the physical place or places, but not a privately owned residence where the heavy construction or public work called for in the public works contract takes place or will remain and is owned or will be owned by the public agency;
- 2) the physical place(s) where the public work or heavy construction is to occur also means other adjacent or nearby property used by the public works contractor or subcontractor which can reasonably be said to be included in the public works site;
- 3) physical place(s) which are not owned by a public agency but which are developed under contract and in anticipation of being owned by a public agency shall be considered a public works site.

R) "Residential Construction" means projects consisting of single family homes and apartments up to and including four (4) stories.

S) "Successor in interest" is one who continues to retain the same right, control or interest in a new business, firm, or corporation which purchased or merged with a former business, firm or corporation.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DIVISION OF PROFESSIONAL REGULATIONS

RULES AND REGULATIONS RELATING TO PREVAILING WAGES

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

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

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

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

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

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

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

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

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

A) Bidding

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

B) Awarding

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

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

C) Awarding & Subcontractors

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

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

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

D) Cancellation of Award; Penalties and Enforcement Proceedings

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

## Instructions for Preparing RI Certified Weekly Payroll Forms

### **Certified Payroll Heading:**

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

Week Ending: Enter Week ending date.

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

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

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

### **Payroll Information by column:**

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



RI Department of Labor and Training - Division of Workforce Regulation & Safety  
 Professional Regulation Unit/Prevailing Wage Section  
 1511 Pontiac Avenue Building 70, P.O. Box 20247 Cranston, RI 02920-0943

**Rhode Island Certified Weekly Payroll**

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

Name, Address and Phone Number of Employee	Work Classification Apprentice %	Date:	Hours Worked Each Day							Total Hrs	Hourly Rate	Hourly Fringe Benefit	Gross	Deductions				RI TDI	*Other	Net
			S	M	T	W	T	F	S					Social Security	Medi-care	Withhel	State			
			Project/Location											Federal	State	State	State			
		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  
 \*Note: Deductions reported in the "other" column must be listed.  
 DLT is an equal opportunity employer/program. Auxiliary aids and services available upon request. TTY via RI Relay: 711

**STATEMENT OF COMPLIANCE**

I, \_\_\_\_\_ do hereby state:  
*(print name and title of signatory party)*

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

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

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_  
*(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: _____ | 4.) Disability: _____              |
| 2.) Pension or Retirement: _____    | 5.) Vacation, sick, holiday: _____ |
| 3.) Life Insurance: _____           | 6.) Other (please specify): _____  |

**(b) WHERE FRINGE BENEFITS ARE PAID IN CASH**

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

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

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

**Appendix C**

**INDEPENDENT CONTRACTOR DESIGNATION FORM**

**NOTICE OF DESIGNATION AS INDEPENDENT CONTRACTOR PURSUANT TO RIGL §28-29-17.1**

PLEASE READ OTHER SIDE

**WARNING**

**No one can force you to sign this form. When you sign this form you are stating that you are an independent contractor and in the event of injury, are not entitled to workers' compensation benefits.**

\* (Name) \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_  
\* Business Name \_\_\_\_\_ FEIN \_\_\_\_\_  
\_\_\_\_\_ Business License No. \_\_\_\_\_  
Address \_\_\_\_\_ Date of Birth \_\_\_\_\_  
\_\_\_\_\_

I declare that I am an independent contractor pursuant to RIGL §28-29-17.1 and, therefore, I am not eligible for nor entitled to Workers' Compensation benefits pursuant to Title 28, Chapters 29-38, of the Workers' Compensation Act of the State of Rhode Island for injuries sustained while working as an independent contractor for the hiring entity named below. This designation will remain in effect while performing services for the named hiring entity or until a withdrawal of designation as independent contractor form is filed with the Department of Labor and Training.

\* Hiring Entity Name \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_  
\_\_\_\_\_ FEIN \_\_\_\_\_  
\* Address \_\_\_\_\_ Business License No. \_\_\_\_\_  
\_\_\_\_\_

**Warning!** This form is for purposes of Workers' Compensation only and completion of this form does not mean that you are an Independent Contractor under the rules, regulations or statutes of the Internal Revenue Service or the RI Division of Taxation. Information on this form will be shared within the Dept. of Labor and Training, the RI Division of Taxation and the Internal Revenue Service.

Independent Contractor: \_\_\_\_\_  
Signature Date

A hiring entity that knowingly assists, aids and abets, solicits, conspires with or coerces an employee to misrepresent the employee's status as an independent contractor may be subject to criminal prosecution under RIGL §28-33-17.3.

\* This information is available to the public including the Hiring Entity's Workers' Compensation Insurance Carrier.

The Department will mail a confirmation of this filing to the independent contractor within five business days. If you have any questions, call 462-8100, option 5.

## DWC-11-IC Reverse Side

This is a form DWC11-IC, Designation of Independent Contractor. This means that you have stated that you are an independent contractor NOT an employee and are NOT eligible for Workers' Compensation benefits.

Many factors are considered when determining whether someone is an employee or an independent contractor. Some of those factors are: independent contractors set their own work hours, have their own tools and work when and for whom they choose.

An employer generally does not have to withhold or pay any taxes on payment to independent contractors, such as social security, Medicare, unemployment and Temporary Disability Insurance (TDI).

This form is for purposes of Workers' Compensation, and completion of this form does not mean that you are considered an Independent Contractor under the rules, regulations or statutes of the Internal Revenue Service or the R.I. Division of Taxation.

SHOULD YOU HAVE ANY QUESTIONS ABOUT WHETHER YOU ARE AN INDEPENDENT CONTRACTOR OR AN EMPLOYEE, PLEASE CONTACT THE RI DIVISION OF TAXATION AT (401) 222-3682, OR THE US GOVERNMENT INTERNAL REVENUE SERVICE AT 800-829-1040.

IF YOU FEEL YOU HAVE BEEN COERCED OR FORCED TO SIGN THE INDEPENDENT CONTRACTOR FORM, REPORT THIS TO THE WORKERS' COMPENSATION FRAUD AND COMPLIANCE UNIT AT (401) 462-8100, option 7.

When your work as an independent contractor ends with this employer, complete and return the form titled Notice of Withdrawal of Designation as Independent Contractor, DWC-11-ICR, to the Dept. of Labor and Training, Division of Workers' Compensation.

If you have a question, contact the Division of Workers' Compensation at (401) 462-8100, option 5. For further information, contact the Workers' Compensation Information Line at (401) 462-8100, option 1.

**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](http://www.dlt.ri.gov/pw/Posters.htm) or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) on or before July 1<sup>st</sup> of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1<sup>st</sup> of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;

7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at [www.dlt.ri.gov/pw.forms/htm](http://www.dlt.ri.gov/pw.forms/htm), as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. 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
12. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

### **CERTIFICATION**

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

By: \_\_\_\_\_

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.