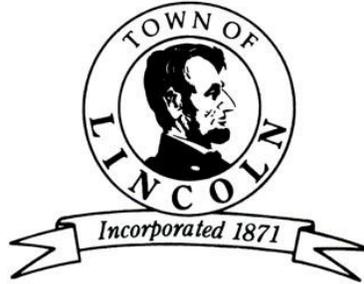




RFP #2024-13

**BID PACKET FOR
TOWN OF LINCOLN
MEMORIAL DAY FIREWORKS**



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RFP #2024-13

TOWN OF LINCOLN
MEMORIAL DAY FIREWORKS

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**TOWN OF LINCOLN
INVITATION TO BID**

**MEMORIAL DAY FIREWORKS
RFP #2024-13**

BID OPENING DATE: FRIDAY, FEBRUARY 23, 2024

TIME: 10:00 AM

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

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

Bid forms and specifications may be obtained online at <https://www.lincolnri.gov/DocumentCenter/Index/46> or from the Purchasing Agent in the Finance Office at the Lincoln Town Hall, 100 Old River Road, Lincoln RI, **Monday – Wednesday 8:30 AM and 4:30 PM, Thursday 8:30 AM – 7:00 PM, and Friday 8:30 AM – 12:30 PM.**

Questions shall be emailed to swinslow@lincolnri.org by end of the day **on Friday, FEBRUARY 16, 2024.** All questions must be received in writing. Questions will be answered via email and an addendum posted on the Town Purchasing website by end of day on **TUESDAY, FEBRUARY 20, 2024.**



TOWN OF LINCOLN INVITATION TO BID

MEMORIAL DAY FIREWORKS RFP #2024-13

The Town of Lincoln, RI invites sealed bids from qualified contractors for Town of Lincoln Memorial Day Fireworks.

Sealed bids will be received by the Purchasing Agent **until 10:00 a.m. on Friday, February 23, 2024**, at which time they will be opened publicly and read in the Town of Lincoln Council Chambers at 100 Old River Road, Lincoln, RI.

The contractor selected for the above project shall be required to enter into a contract with the Town. Such contract shall require the submittal of insurance certificates, the compliance with Federal, State, and Local Laws and Ordinances, including the payment of prevailing wages. The attention of the prospective bidders is drawn to the requirement of paying prevailing wages and to the adherence to State and Local Regulations and Codes. Bid surety in the form of a bank check, bid bond or certified check in the amount of five percent (5%) of the total base bid price must be submitted with each bid.

The invitation to bid will be available online at <https://www.lincolnri.gov/DocumentCenter/Index/46> or at the Purchasing Office, Lincoln Town Hall, 100 Old River Road, Lincoln, RI 02865 between the hours of **Monday – Wednesday 8:30 AM and 4:30 PM, Thursday 8:30 AM – 7:00 PM, and Friday 8:30 AM – 12:30 PM**. Two (2) copies of the submitted bids are to be placed in a sealed envelope and clearly marked **TOWN OF LINCOLN MEMORIAL DAY FIREWORKS** and be addressed to **John Cimino, Finance Director**, c/o Town of Lincoln, 100 Old River Road, P.O. Box 100, Lincoln, RI 02865 by **10:00 AM on Friday, February 23**. No proposals will be accepted after the date and time specified. The Town of Lincoln reserves the right to accept or reject, without prejudice, any or all proposals or to waive any irregularities therein, or to accept the proposal deemed to be in the best interest of the Town of Lincoln. Individuals requesting interpreter service for the hearing impaired must request such service 72 hours in advance of this scheduled opening.

John Cimino – Finance Director

Town of Lincoln, RI



INFORMATION TO BIDDERS

1. SUBMITTAL

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

2. FORM OF BID

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

3. SUBMISSION OF BIDS

- A. Envelopes containing bids must be sealed and addressed to the Finance Director, Lincoln Town Hall, 100 Old River Road, P.O. Box 100, Lincoln, RI 02865 and must be marked with the name and address of the bidder, date and hour of opening, and name of item in bid call.
- B. The Purchasing Agent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
- C. Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening. Telephone bids, amendments, or withdrawals will not be accepted.
- D. Unless otherwise specified, no bid may be withdrawn for a period of thirty (30) days from time of bid opening.
- E. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- F. Proposals received prior to the time opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.

G. Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

4. RHODE ISLAND SALES TAX

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

5. FEDERAL EXCISE TAXES

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

6. QUALIFICATION OF BIDDERS

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

7. ADDENDA AND INTERPRETATIONS

A. No interpretation on the meaning of the Contract Document will be made to any bidder orally. Every request for such interpretations shall be in writing, addressed to Scott Winslow, the Town Parks and Recreation Director (emailed to swinslow@lincolnri.org) by end of day on Friday, **FEBRUARY 16, 2024**.

B. Any and all interpretations, and supplemental instructions which, if issued, will be posted on the Town Purchasing website at <https://www.lincolnri.gov/DocumentCenter/Index/46> by end of day on Tuesday, **FEBRUARY 20, 2024**.

C. Failure of bidder to receive any such addendum or interpretations shall not relieve any bidder from obligation under his bid as submitted. All addenda so issued shall become part of the Contract Document.

8. DELIVERY

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

agent, shall be the only entity to negotiate any settlements. Deliveries must be made during normal working hours.

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

NOTICE TO VENDORS

1. Contracts shall be awarded by the Town Council to the lowest responsible bidder. In determining “lowest responsible bidder”, in addition to price, the Town Council may consider:
 - A. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - B. Whether the bidder can perform the contract or provide the service promptly or within the time specified without delay or interference;
 - C. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - D. The quality of performance of previous contracts or services;
 - E. Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - F. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - G. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
 - H. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
 - I. The number and scope of conditions attached to the bid.
2. No proposal will be accepted if made in collusion with any other bidder.
3. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with RI General Laws (as amended), Sections 7-1.1-99, 7-1.1-105, and 7-1.1-106.
4. The Town of Lincoln reserves the right to reject any and all bid(s).

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

be added to the Town Council agenda; the council meeting is the 3rd Tuesday of every month. Following the review and acceptance of the Invoice by the Town Council, a payment will be made to the Contractor within 30 days.

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

END OF SECTION

BID PROPOSAL

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

WE, THE UNDERSIGNED, PROPOSE TO FURNISH TO THE TOWN OF LINCOLN:

MEMORIAL DAY FIREWORKS

PER ATTACHED SPECIFICATIONS FOR THE PRICE(S) STATED BELOW:

PRICE IN WORDS: _____

PRICE IN FIGURES: _____

ACKNOWLEDGEMENT OF ADDENDA: _____

DID YOU DEVIATE FROM THE SPECIFICATIONS IN ANY WAY: ___YES ___NO
(IF YES, YOU MUST SUBMIT DETAILED DESCRIPTIONS OF ALL DEVIATIONS)

BY: _____
(SIGNATURE)

(COMPANY NAME)

(PRINT NAME AND TITLE)

(ADDRESS)

(DATE)

(TELEPHONE)

EMAIL ADDRESS OF CONTACT PERSON

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the Town of Lincoln, R.I., as OWNER in the penal sum of _____ (\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____ 2024.

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

NOW, THEREFORE,

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

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

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

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

Notary

_____ and

Principal

Seal

Surety

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

SCOPE OF WORK

MEMORIAL DAY FIREWORKS

RFP #2024-13

The Town of Lincoln, Rhode Island is seeking proposals from licensed, qualified pyrotechnic display companies to stage firework displays.

Specifications:

The Lincoln Memorial Day Fireworks are scheduled for Saturday May 25, 2024 (rain date Sunday May 26, 2024). The Lincoln Memorial Day Firework display will take place in the back of the Lincoln High School, located at 135 Old River Road Lincoln, Rhode Island.

The **May 25, 2024 or rain date of May 26, 2024** display is required to last for a minimum of **at least 15 minutes** in duration from opening to finale.

Should the show not meet the minimum in duration, the company will be penalized per minute, per cost of show.

With the space limitations at the site – it is requested that a combination of 2 ½” – 3” shells be used throughout, see specifications. No box cakes – shells only.

It is required that the successful bidder produce a worksheet of the display at least 72 hours prior to the show. These will need to be presented to the Lincoln Fire Marshal.

Opening Barrage

2 ½” shells

100 assorted single

3” shells

100 assorted single

General Display

3” shells

300 assorted single

Grand Finale

3” shells

600 assorted single

The Town of Lincoln reserves the right to request a comparable substitute for specific shell sizes depending on the recommendation of the Town Fire Marshal or his/her designee.

The fireworks display proposal should also include the following:

- All necessary insurances to include: General Liability: General Aggregate - \$1,000,000, Products - \$1,000,000, Each Occurrence - \$1,000,000
- Trained/licensed technicians to produce the display.
- All transportation and delivery costs are to be provided by commercially licensed drivers.
- All materials and equipment to fire the display.
- All necessary safety precautions to provide a safe and spectacular display.
- Company required to contact and stay in touch with FAA – day of and just prior to display at David.r.phillips@faa.gov 404-305-5574.
- **Company's Certificate of Insurance with an addendum must name the Town of Lincoln as additionally insured.**
- **Required shell detail worksheet to be delivered to Fire Marshal within 72 hours of show.**

*** SHOW should BEGIN between 8:45 PM – 9:00 PM, no later, barring any weather or emergency situations. Any additional cost incurred due to a late start on behalf of the vendor will be the responsibility of the vendor, including overtime for police, fire, and special details.

Bids will be evaluated using the following criteria:

Ability of the company to meet specifications:	25 points
Cost of the display:	50 points
Experience of the company and staff:	<u>25 points</u>
Total: 100 Points	

Additional Information

Parks & Recreation Department
100 Old River Road, Lincoln, RI 02865
401-333-8418
Swinslow@LincolnRI.org



REFERENCES OF SIMILAR JOBS COMPLETED

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

MUNICIPAL CONTRACT ADDENDUM
RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING
PREVAILING WAGE REQUIREMENTS
(37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;

7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-12, and make those records available to the Department of Labor and Training upon request;
8. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
9. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and
10. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

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

CERTIFICATION

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

By: _____

Title: _____

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

Notary Public
My commission expires: _____

APPENDIX A

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

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

APPENDIX B

TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-7

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

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

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

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

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

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

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

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

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

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

RULES AND REGULATIONS RELATING TO PREVAILING WAGES

(Revised March 26, 2012)

- 1) Any contractor who has been awarded a contract for a Public Works Project in excess of \$1,000.00, or any subcontractor performing work on said project, shall be liable for the payment of the applicable prevailing wages rate, minus authorized fringe benefit credits, under this chapter regardless of whether or not the prevailing wages were listed in the contract between the contractor and the awarding authority of the state or political sub-division, as required by law. A fringe benefit is a benefit that is granted by an employer to an employee by company policy that involves a monetary cost such as holiday pay, vacation pay, health insurance, bona fide pension plans, etc. Benefits required by law such as workers compensation, unemployment premiums and matching social security are not considered “fringe benefits” and cannot be used as a credit against the fringe benefit portion of the rate. Authorized fringe benefit credits may be deducted from prevailing wages owed pursuant to Rule 17.
- 2) Any contractor who has been awarded a contract for a Public Works Project in excess of \$1,000.00, shall be liable for the payment of prevailing wages under this chapter regardless of whether or not a subcontractor may be the primary obligor. The contractor shall ensure that a subcontractor pays the prevailing wage to his employees and otherwise complies with the provisions of R.I.G.L. Chapter 37-13.
- 3) Pursuant to RIGL §37-13-4, all public works projects shall be done by contract. Before awarding a contract for a Public Works Project, an awarding authority shall first determine from the Department of Labor and Training’s website, www.dlt.ri.gov/pw, Debarment List, whether the proposed contractor has been debarred under R.I.G.L. §37-13-16 and shall then disqualify all such debarred contractors. In addition, the awarding authority shall notify all bidders that the prevailing wage is required as a condition of the contract.
- 4) All complaints filed for noncompliance with Chapter 13, Title 37 of the General Laws of Rhode Island shall be in writing, and on forms issued by the Department of Labor. The written complaints must be filed with the Department of Labor and Training within twenty-four (24) months of the completion of the project.
- 5) Any contractor or subcontractor doing work on a Public Works Project, must pay the full prevailing wage rate for the classification of the work performed by an apprentice unless such apprentice is registered under an apprenticeship program sanctioned by the Rhode Island Department of Labor and Training. Moreover, all general contractors and subcontractors who perform work on any public works contract awarded by the state and valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each

trade approved by the Department of Labor and Training. State awarding authorities must determine from the Department of Labor and Training's website, www.dlt.ri.gov/apprenticeship whether all contractors and subcontractors have a registered apprenticeship program.

- 6) Any proceeding to debar a contractor from bidding on a Public Works Project under the provisions of R.I.G.L. Chapter 37-13, may be brought against the principals, officers, or successors in interest of such contractor, where such principals, officers or successors in interest are responsible for the violation of this chapter.
- 7) The Department of Labor and Training will be guided by the General Wage Decisions (Davis-Bacon wage determinations) in accordance with Section 37-13-8 of the General Laws of Rhode Island.
- 8) In order to comply with Section 37-13-13 of the General Laws of Rhode Island, contractors shall execute a fully completed RI Certified Weekly Payroll Form, Appendix A, for each week of work performed on the project and shall furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month. However, federal forms may be submitted to the Rhode Island Department of Transportation. If the Department of Labor and Training investigates any contractor awarded a contract from the Rhode Island Department of Transportation, the contractor shall furnish the Department of Labor and Training a fully executed certified payroll on the RI Certified Weekly Payroll Form, Appendix A, within ten (10) days of request. All awarding authorities shall furnish the Department of Labor and Training any requested certified payroll within ten days of request. The Department of Labor and Training may impose a penalty of up to five hundred dollars (\$500) for each calendar day of noncompliance with this section.
- 9) In compliance with Section 37-13-13, when the general or primary contract is one million dollars (\$1,000,000) or more, each contractor shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log, Appendix B, listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. The Department of Labor and Training may impose a penalty of up to five hundred dollars (\$500) for each calendar day of noncompliance with this section; mere errors or omissions in the RI Certified Prevailing Wage Daily Log shall not be grounds for imposing a penalty under this section
- 10) The Director of Labor and Training may enter into consent agreements with contractors and/or subcontractors to resolve all issues under R.I.G.L. Chapter 37-13.
- 11) In enforcing the provisions of Chapter 13 of Title 37, when any contractor or subcontractor fails to comply with RIGL 37-13-13(a) and (b), the Director of Labor and Training may order an awarding authority to withhold all future payments until

such time as the contractor or subcontractor has fully complied. The amount withheld from any subcontractor shall be proportionate to the amount attributed or due the offending subcontractor as determined by the awarding authority.

- 12) All service and maintenance contracts with the State of Rhode Island or political subdivision therefore shall comply with the provisions of Chapter 13, Title 37 where the contract price exceeds one thousand dollars (\$1,000.00) and the work includes alterations, installation, repairs or construction. See Definitions herein for exceptions.
- 13) Each contractor awarded a contract with a contract price in excess of one thousand dollars (\$1000.00) for public works, each subcontractor who performs work on public works and each awarding authority awarding any such contract, shall keep those certified weekly payroll records required by 37-13-13 and on the forms set forth in Regulation 8 above, in a safe and secure location for a period of two (2) years from the date such work was performed. These certified weekly payroll records shall be made available to the Director of the Department of Labor and Training within ten (10) days of request to any contractor, subcontractor, or awarding authority.
- 14) The prevailing rate of wages and payments made to or on behalf of employees, as set forth in Chapter 37-13, for general contractors and subcontractors, shall be determined as of the date of the awarding of the contract for public works to the general contractor and shall remain effective until such time as those rates are modified pursuant to R.I.G.L. §37-13-8.
- 15) The Department of Labor and Training, in making its investigation and determination of prevailing wages pursuant to 37-13-8, shall not determine or address jurisdictional disputes between trade or trades.
- 16) All complaints filed with the Department of Labor and Training pursuant to Chapter 37-13 shall include information sufficient to establish a prima facie claim, and the Department may reject any complaint that does not establish such claim. This information shall include, but shall not be limited to: evidence of the actual work performed by the employee(s) involved in the complaint; the location(s) and the exact date(s) the work in question was performed; verification of the funding source; and evidence that the correct prevailing wage was not in fact received.
- 17) The Director of Labor and Training hereby adopts the United States Department of Labor's bona fide fringe benefit credits and accompanying rules and regulations. These benefits may include medical or hospital coverage, life insurance, disability insurance (not workers' compensation), pension, 401k, apprentice costs (books, tuition) or holiday, sick, vacation/personal time. State mandated unemployment insurance, travel, gas reimbursement, company vehicle, uniforms and discretionary bonuses are not bona-fide fringe benefits. In addition, in order for the plan to be acceptable, the following stipulations must be met:
 - Contributions must be irrevocable and for the employee's benefit;

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

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

- 18) Owners, supervisors, or foremen performing manual work on the public works site must be documented as employees on the contractor's RI Certified Weekly Payroll Form, Appendix A, which must show payment of the applicable prevailing wage rate.

DEFINITIONS

- A. Successor in interest is one who continues to retain the same right, control or interest in a new business, firm, or corporation which purchased or merged with a former business, firm or corporation.
- B. A Principal is a person who has a majority of the ownership of a business, firm or corporation.
- C. "prevailing wage law"
- i. "prevailing wage law means R.I.G.L. §37-13-1 et.seq.
- D. "public work"
- i. "public work" means grading, clearing, demolition, improvement, completion, repair, alteration or construction on any public site;
 - ii. the term "public work" does not include:

- a. grading, clearing, demolition, improvement, completion, repair, alteration or construction on any public site for which no salary or wages or in kind payments are paid or owed;
 - b. ordinary maintenance work performed on a regularly scheduled basis (e.g., daily, weekly, monthly, seasonally, semiannually or annually) or on a routine basis to service, check, or replace items or parts that are not broken.

- E. “heavy construction”
 - i. “heavy construction” means those construction projects that are not properly classified as either “building”, “highway”, or “residential”. Projects within the heavy classification are distinguished on the basis of their particular project characteristics, like complex engineering and industrial nature, and separate wage determinations;

 - ii. Examples of heavy construction include, but are not limited to power plants, pipelines, mass transit lines, marine and port facilities, sewage and solid waste facilities, landfills wastewater treatment facilities, sanitary, storm and sewer facilities, water supply facilities, transmission lines, aqueducts, water treatment facilities, desalination plant facilities, dams and reservoirs and the laying of fiber optic cable;

- F. “public agency”
 - i. “public agency” means the State of Rhode Island, any awarding agency or authority of the State of Rhode Island, those agencies listed at R.I.G.L. §37-13-7(d), any Rhode Island city, town or village or any division of same, or any person or other entity acting on behalf of any public agency as defined herein;

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

- H. “public works contract”
 - i. “public works contract” means any contract, purchase order, or any other legal agreement, in writing, for any public work or heavy construction on a public site to be performed by a public contractor on behalf of a public agency for a fixed or determinable amount of \$1,000 or more;
 - ii. payments made through contracts with third parties on behalf of a public agency shall be deemed public works contracts if public funds are utilized;

- I. “construction”
 - i. “construction” means construction activity, as distinguished from manufacturing, furnishing of materials or servicing and maintenance work and includes, without limitation, the construction of buildings, structures, improvements of all types and heavy construction work:

- ii. construction work includes altering, remodeling, demolishing existing structures, installation of items fabricated off-site, painting and decorating, the transporting of materials and supplies to or from the public works site by the employee of the public works contractor consistent with RIGL §37-13-7(c);
- a. “public works site”
 - i. “public works site” means the physical place or places where the heavy construction or public work called for in the public works contract takes place or will remain and is owned or will be owned by the public agency;
 - ii. the physical place(s) where the public work or heavy construction is to occur also means other adjacent or nearby property used by the public works contractor which can reasonably be said to be included in the public works site;
 - iii. physical place(s) which are not owned by a public agency but which are developed under contract and in anticipation of being owned by a public agency shall be considered a public works site.
- K. “public works project”

“public works project” means public work or heavy construction work at any public works site for a public purpose for which the prevailing wage law applies.
- L. “Employee”
 - i. “Employee” means any person employed by an employer. This definition shall be interpreted consistent with the definition of “employee” under 29 U.S.C. 203(e) and the Fair Labor Standards Act, including any exemptions thereto under said Act applicable to employment in Rhode Island.
- M. “Employer”
 - i. “Employer” means any person acting directly or indirectly in the interest of an employer in relation to an employee. This definition shall be interpreted consistent with the definition of “employee” herein and the definition of “employer” under 29 U.S.C. 203(d) of the Fair Labor Standards Act, including any exemptions thereto under said act applicable to employment in Rhode Island;
- N. “Independent Contractor”
 - i. “Independent Contractor” means any natural person, business, corporation or entity of any kind that provides goods or services to another and that does not qualify as an “employee” as provided for herein;
- O. “Residential Construction”
 - i. Residential Construction means projects consisting of single family homes and apartments up to and including four (4) stories.

APPENDIX A



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

RI Certified Weekly Payroll

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

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

Legend: P.S.-Prevailing Wage Standard Hours P.O.-Prevailing Wage Overtime Hours R.H.-Regular Hours R.O.-Regular Overtime Hours

STATEMENT OF COMPLIANCE

I _____ do hereby state:

(print name of signatory party)

(title)

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

(contractor or subcontractor)

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

(project)

the _____ day of _____, 20____, all persons employed on said project have been paid the full weekly wages earned,

that no rebates have been or will be made either directly or indirectly to or on behalf of said _____

(contractor or subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Rhode Island General Law Chapter 28-14.

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

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

(4) That:

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

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

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

Please specify the type of benefits provided:

1.) Medical or hospital care _____

2.) Pension or Retirement _____

3.) Life Insurance _____

4.) Disability _____

5.) Vacation, sick, holiday _____

6.) Other (please specify) _____

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

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

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

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

SIGNATURE

DATE

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

