

**TOWN OF LINCOLN
INVITATION TO BID
INSTALLATION OF BIG FOOT SLIDE PLAYGROUND EQUIPMENT
RFP #2014-10**

Sealed bids are due at 10:00am on Tuesday, March 11, 2014

Bid Specs are available online at:

www.lincolnri.org/departments/purchasing.asp

or can be picked up at:

Lincoln Town Hall

100 Old River Road

Lincoln, RI 02865

Hours 8:30 am – 4:30 pm



INDEX

INSTALLATION OF BIG FOOT SLIDE PLAYGROUND EQUIPMENT

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- PREVAILING WAGE INFORMATION



**TOWN OF LINCOLN
INVITATION TO BID
INSTALLATION OF BIG FOOT SLIDE PLAYGROUND EQUIPMENT
RFP #2014-10**

The Town of Lincoln, RI invites sealed bids from qualified companies for the installation of the playground equipment, "BIG FOOT SLIDE" manufactured by GAMETIME.

Sealed bids will be received by the Purchasing Agent until 10:00 am on March 11, 2014, 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 attention of the prospective bidders is drawn to the requirement of paying prevailing wages.

The invitation to bid will be available online at the Purchasing Office, Lincoln Town Hall, 100 Old River Road, Lincoln, RI 02865 between the hours of 8:30 am and 4:30 pm or online at www.lincolnri.org/departments/purchasing.asp. Two (2) copies of the submitted bids are to be placed in a sealed envelope and clearly marked **INSTALLATION OF BIG FOOT SLIDE** and be addressed to John Ward, Town of Lincoln, 100 Old River Road, P.O. Box 100, Lincoln, RI 02865. No proposals will be accepted after the date and time specified herein. 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 Ward – Finance Director
Town of Lincoln, RI

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

**INVITATION TO BID
INSTALLATION OF BIG FOOT SLIDE PLAYGROUND EQUIPMENT
RFP #2014-10**

BID OPENING DATE: TUESDAY, MARCH 11, 2014

TIME: 10:00 AM

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

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

**A PRE-BID MEETING WILL BE HELD ON TUESDAY, MARCH 4, 2014 AT 10:00 AM AT THE
ARNOLD PARK PLAYGROUND AT ≈ 1465 SMITHFIELD AVE, LINCOLN, RI.**

**BID FORMS AND SPECIFICATIONS MAY BE OBTAINED ONLINE AT
WWW.LINCOLNRI.ORG/DEPARTMENTS/PURCHASING.ASP OR FROM THE PURCHASING
AGENT IN THE FINANCE OFFICE AT THE LINCOLN TOWN HALL, 100 OLD RIVER ROAD,
LINCOLN RI, BETWEEN THE HOURS OF 8:30 A.M. AND 4:30 P.M. WEEKDAYS.**

**ANYONE PICKING UP OR DOWNLOADING THE BID PACKET MUST SEND AN EMAIL TO
PWEIGNER@LINCOLNRI.ORG WITH THEIR CONTACT INFORMATION IN ORDER TO
RECEIVE ANY ADDENDA.**



TOWN OF LINCOLN GENERAL SPECIFICATIONS

1. SUBMITTAL

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

2. FORM OF BID

Proposals shall be submitted on the bid form provided within the invitation to bid package. The bidder is to copy the form, fill it out, and submit it in duplicate.

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) 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.
- c) Unless otherwise specified, no bid may be withdrawn for a period of thirty (30) days from time of bid opening.
- d) 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.
- e) 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.
- f) Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

4. RHODE ISLAND SALES TAX

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

5. FEDERAL EXCISE TAXES

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

6. QUALIFICATION OF BIDDERS

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

7. DELIVERY

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

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

NOTICE TO VENDORS

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

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

- Abandonment of Project. If the Town of Lincoln shall at any time during the performance of this Agreement, deem it necessary for the Town to abandon or involuntarily defer the work under this Agreement, the Contractor shall be entitled to compensation for any work uncompensated, work performed prior to such time. Or compensation shall be withheld if the Town deems the work performed of poor quality.
- Termination. In the event that either party shall default in its obligations to perform in accordance with this Agreement, the other party may demand, in writing to terminate this Agreement by giving 48 hours written notice.

END OF SECTION

ARNOLD PARK- INSTALLATION OF "BIG FOOT" SLIDE

A. Background and Purpose

The Town of Lincoln, RI is requesting sealed bids from qualified contractors to assemble and install the playground equipment, BIG FOOT SLIDE, manufactured by GAMETIME Playground Company, item #10575. The equipment shall be installed in Arnold Park at \approx 1465 Smithfield Avenue/ Lincoln, RI. The selected contractor must be willing to enter into a written agreement with the Town of Lincoln to provide all services required under the Scope of Work section in the document or as may be modified by the written agreement.

B. Payment Items/Scope of Work

The Contractor shall be paid upon the complete-in-place installation of the BIG FOOT SLIDE as approved by the Owner. The payment item listed below identifies the major components of work identified and specified in the Contract Documents. Work that is not specifically called out but is inherently required to complete the Work shall be considered as a part of that payment item.

1. LUMP SUM BASE BID ITEM – INSALL BIG FOOT SLIDE:

Contractor shall be responsible installing BIG FOOT SLIDE in accordance with the manufacturer's specification and instructions and as described herein. This shall include, but not be limited to, the following:

- a. Accepting delivery of BIG FOOT SLIDE from Owner (Town of Lincoln) at job site. Contractor is responsible for unloading all equipment components. (Owner requires minimum 48 hours notice from contractor to coordinate the delivery of equipment).
- b. Storing and protecting equipment including security of equipment until project is completed.
- c. Assembling BIG FOOT SLIDE in accordance with manufacturer's specification and disposing of packaging.
- d. Excavating a 22-foot x 29-foot by 14-inch deep area for the BIG FOOT SLIDE. Area shall be marked in the field by the Owner.
- e. Removing and disposing excavated material.

ARNOLD PARK- INSTALLATION OF "BIG FOOT" SLIDE

- f. Compacting and grading the 22-foot x 29-foot by 14-inch deep excavated area to be level and free of protrusions including, but not limited to roots, sod, rubbish, rocks, or other organic matter.
- g. Installing BIG FOOT SLIDE in accordance with manufacturer's instructions and specifications. This includes furnishing all equipment and materials and disposing of surplus materials.
- h. Furnishing and installing two-inches of washed sand and 30 cubic yards of IPEMA certified Engineered Wood Fiber in the 22-foot x 29-foot by 14-inch deep excavated area. The washed sand shall be placed below the wood fibers. Wood fibers shall be evenly spread within this area and match into existing grade. This work shall comply with ASTM and ADA standards.
- i. Loam and seeding all disturbed grassed areas. Contractor shall furnish loam and seed.

C. Execution

1. The contractor shall include all supervision, labor, equipment and other such necessary items to provide a complete installation of the above mentioned playground equipment.
2. The contractor shall protect all existing and adjacent facilities, equipment and grounds and repair any damage caused by the project work.
3. The contractor shall protect any and all existing underground utilities and is responsible for notification to DigSafe. Call three days prior to any excavation or demolition.
4. Quality Standards: The minimum standards that must be met by the contractor shall include, but not necessarily be limited to the following:
 - a. All work shall comply with all federal, state and local codes and regulations, including prevailing wage guidelines.

D. Delivery and Storage

1. Materials shall be stored in undamaged condition, as packaged by the manufacturer, and in accordance with the manufacturer's instructions, with manufacturer's seals and label intact.
2. Care shall be taken to prevent damage during unloading upon the Town's delivery, handling and storage. Damaged materials will not be used in the project or paid for by the Town.

ARNOLD PARK- INSTALLATION OF "BIG FOOT" SLIDE

3. The contractor will make all arrangements for and accept all deliveries to the project site. The Town will not accept deliveries for the contractor.
4. The Town will provide an outdoor staging area for the contractor. No inside storage will be provided by the Town.
5. While the Town will provide normal police surveillance of the work area, the Town accepts no responsibility for pilferage, loss or damage to the contractor's property. It shall be the contractor's sole responsibility to protect the lives and property of other from injury from his/her activity and to cease operations when continued work could impact the safety of others. The contractor shall report all injuries or incidents of loss to the Lincoln Police.

E. Workmanship and Conduct

All work shall be done in a workmanlike manner by skilled technicians using the commonly accepted best practices of the trade. The contractor shall remain responsible for inspection and correction of any poor workmanship, work not in compliance with the contract, or defective work due to defective materials.

F. Clean Up

At the end of each day, the contractor shall clean the immediate environment of scraps, packaging containers and other trash and have same removed from the site or securely stowed in an approved trash container provided by the contractor. At the end of the contract, all staging, fencing, containers, packaging and other debris shall be removed from the premises and the entire area around the construction site shall be left in an acceptable manner by the Town. The contractor shall replace and or/repair any damage done to Town grounds, shrubs, trees, equipment or any Town property not specifically stated.

G. Warranty

Upon completion of the project, the contractor shall provide the Town with a written warranty which shall warrant the repairs against faulty material or workmanship for period of three (3) years. The warranty is to include all materials and labor to correct faulty material or workmanship.

ARNOLD PARK- INSTALLATION OF "BIG FOOT" SLIDE

H. Notice of Selection

The selected Contractor will be notified as soon as possible.



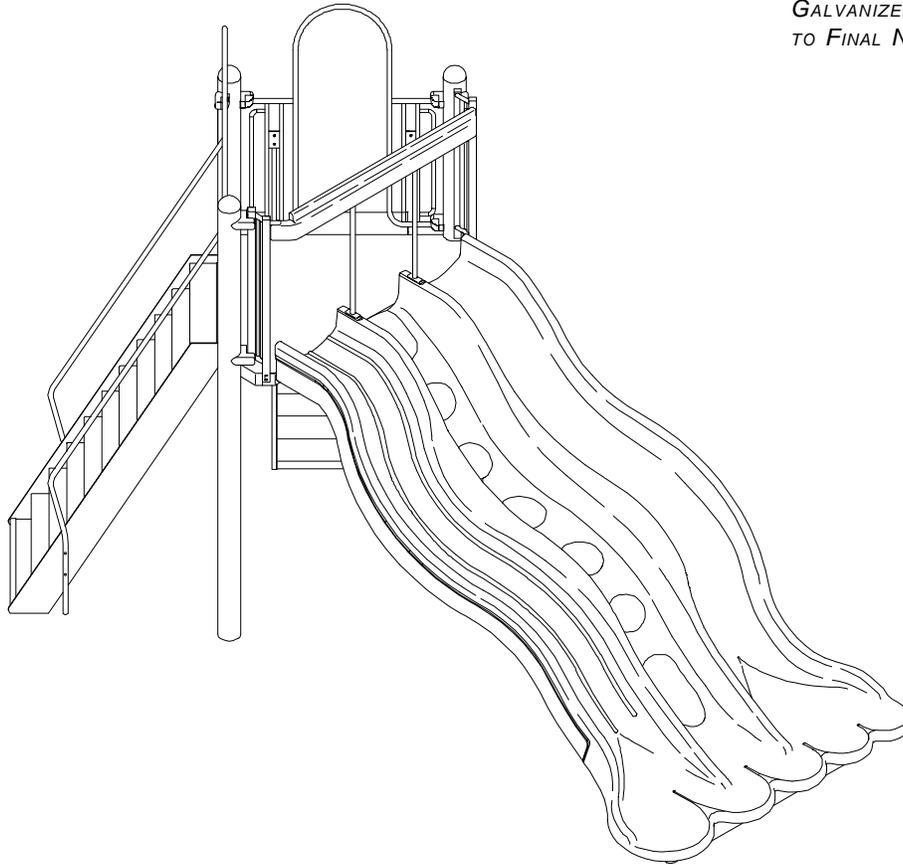
MODULAR COMPONENTS
FORT PAYNE, ALABAMA



REVISED: 09/14/01

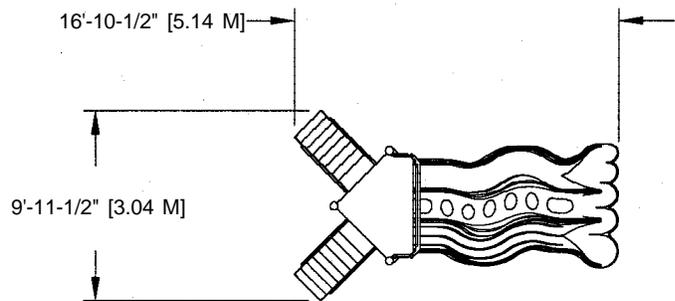
10575 BIG FOOT SLIDE

COMPONENT SHOWN UTILIZE ALUMINUM UPRIGHTS. FOR GALVANIZED, ADD 'G' PREFIX TO FINAL NUMBER.



OWNER/OPERATOR SHALL INSTALL AND MAINTAIN PROTECTIVE SURFACING WITHIN THE USE ZONE (U.S.) OR PROTECTIVE SURFACING ZONE (CANADA) OF ALL PLAY EQUIPMENT TO COMPLY WITH ASTM F1292 AND ASTM F-1487 (U.S.) OR CAN/CSA-Z-614 (CANADA)

FOR THIS PRODUCT, THE ASTM USE ZONE AND CSA PROTECTIVE SURFACING ZONE IS DETERMINED BY EXTENDING DIMENSIONS SHOWN OUTWARDS A DISTANCE OF 6 FT. [1.8 M] IN ALL FOUR DIRECTIONS.



TOP VIEW

SCALE: 1"=10'-0" [1:120]

SPECIFICATIONS

BIG FOOT SLIDE AND CROSSBAR: Shall be rotational molded from polyethylene. The polyethylene shall be linear low density material. All material is U.V. stabilized with the color molded in an shall have a nominal wall thickness of 3/16". All plastic products shall meet or exceed the following specifications: ASTM D-1248, Type 2, Class A and Federal Specification LP-390D, Type 1, Class M, Grade 2, Category 3; Density (ASTM D-1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790).

Footbuck: Shall be fabricated of 1-5/8" O.D. galvanized steel pipe and have a powder coat finish.

LADDER AND DIAMOND DECK: Shall be fabricated with 3/4" x 9 gauge regular carbon steel expanded metal with 3/16" thick steel each being an all welded assembly with an oven cured finish polyvinyl chloride plastisol coating.

ENCLOSURE ASSEMBLY: Shall be an all welded construction of 1-5/16" O.D. and 1-1/16" O.D. galvanized pipe with a powder coat finish.

LADDER HANDRAIL: Shall be fabricated of 1-5/16" O.D. galvanized pipe and shall have a powder coat finish.

CROSS BAR SUPPORTS: Shall be an all welded construction of 2" square tubing, 1-1/16" O.D.

galvanized pipe and 11 gauge H.R. steel with a powder coat finish.

CENTER BAR: Shall be fabricated with 1-1/16" O.D. galvanized pipe with a 3/16" x 1-1/2" x 3-1/2" cold rolled steel mounting plate and shall have a powder coat finish.

HARDWARE: All nuts, bolts, screws and lockwashers used in the assembly of all equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

NOTE: All weights are based on average comparisons of each part.

SPECIFICATIONS: GAME TIME® has a policy of continuous improvement and reserves the right to discontinue or change specifications without notice.



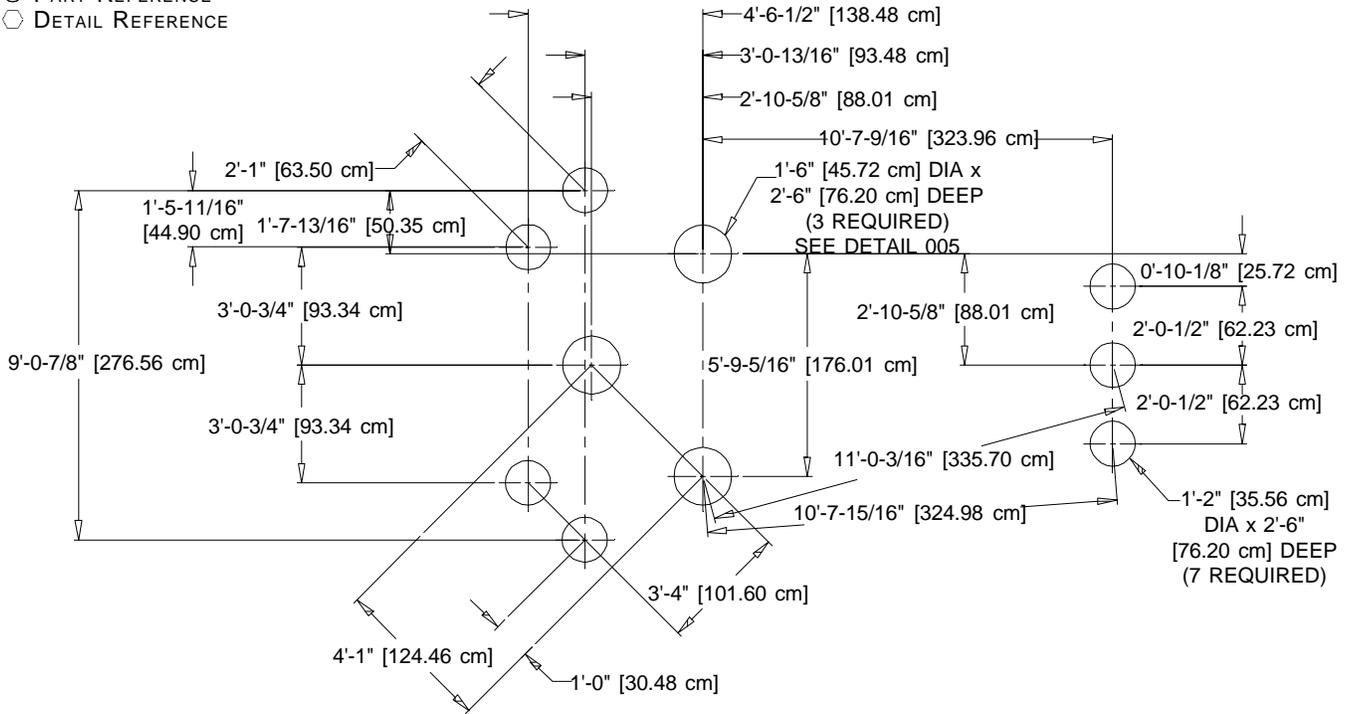
IMPORTANT PRODUCT INFORMATION AND SAFETY WARNINGS



- All equipment should be installed on a soft, resilient, energy-absorbing ground surface. NEVER INSTALL PLAY EQUIPMENT ON CONCRETE OR ASPHALT. A fall on a hard surface can result in serious injury to the equipment user.
- ALWAYS FOLLOW INSTALLATION INSTRUCTIONS WHEN ERECTING EQUIPMENT.
- Worn surfaces around equipment should be restored. Concrete footings should never be exposed. Surface depth should comply with installation instructions.
- Equipment should be placed to eliminate conflicting traffic patterns.
- All protruding nuts and bolts should be covered; sharp edges on pipes should be capped or removed. Check for bent, broken or severely worn pipe and replace.
- Test overall stability and rigidity of all play equipment. Check for proper assembly, installation and ground anchoring.
- Check for and repair damage caused by wear or vandalism, a major factor in injury-causing situations.
- GAME TIME® PROVIDES ITS CUSTOMERS WITH COMPLETE SPECIFICATION SHEETS AND INSTALLATION INSTRUCTIONS. THE SPECIFICATION SHEET CONTAINS THE LISTING OF EVERY PART USED IN A PIECE OF EQUIPMENT AND SHOULD BE KEPT IN THE CUSTOMER'S FILES FOR ACCURATE REFERENCE WHEN REPLACEMENT PARTS ARE NEEDED.
- Never add components not intended for use with this product.
- Regular maintenance is necessary on this and all park and recreational equipment to ensure the safety of the user.
- Proper maintenance of GAME TIME® equipment requires regular tightening of all bolts, nuts, and set screws.
- Check to be sure all fittings are tight and that the bars and pipes do not move.
- A soft, resilient surface should be placed under all climbers, extending at least six feet in all directions surrounding the climbers. NEVER INSTALL PLAY EQUIPMENT ON CONCRETE OR ASPHALT.
- Assemble all slides on level ground to insure proper run-off of slide bedway. The run-off portion of bedway should slope downward no more than 4 degrees.
- Examine bedway, bedrails, handrails for foreign objects, holes and rough edges.
- Because metal slides left in the sun can cause burns, they should be placed in shaded areas whenever possible. Placing metal slides in a shaded location will also prevent them from reflecting the glare of the sun and interfering with children's vision.
- A soft, resilient surface should be placed under all slides, extending at least six feet in all directions surrounding the slides. NEVER INSTALL PLAY EQUIPMENT ON CONCRETE OR ASPHALT.

LEGEND

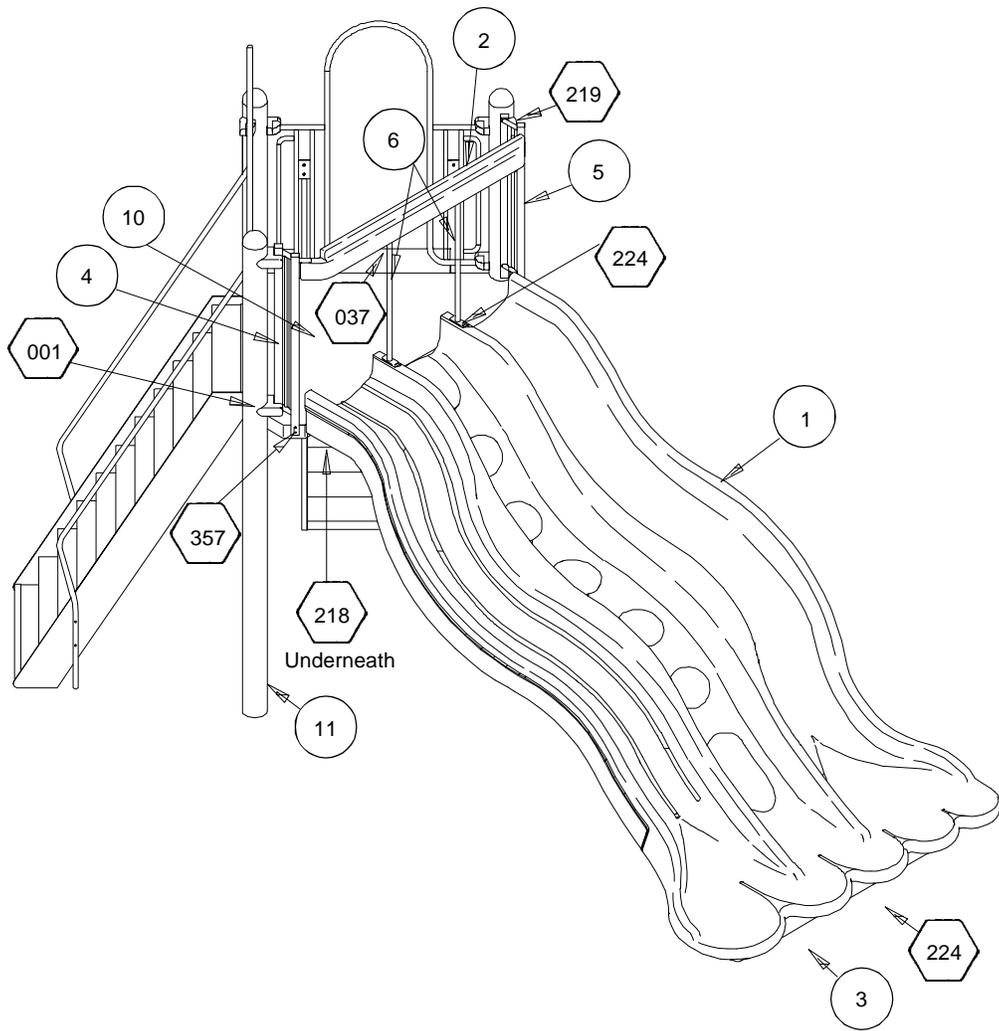
- PART REFERENCE
- ◇ DETAIL REFERENCE



CONCRETE REQUIRED
 .71 CUBIC YARDS
 [.54 CUBIC METERS]

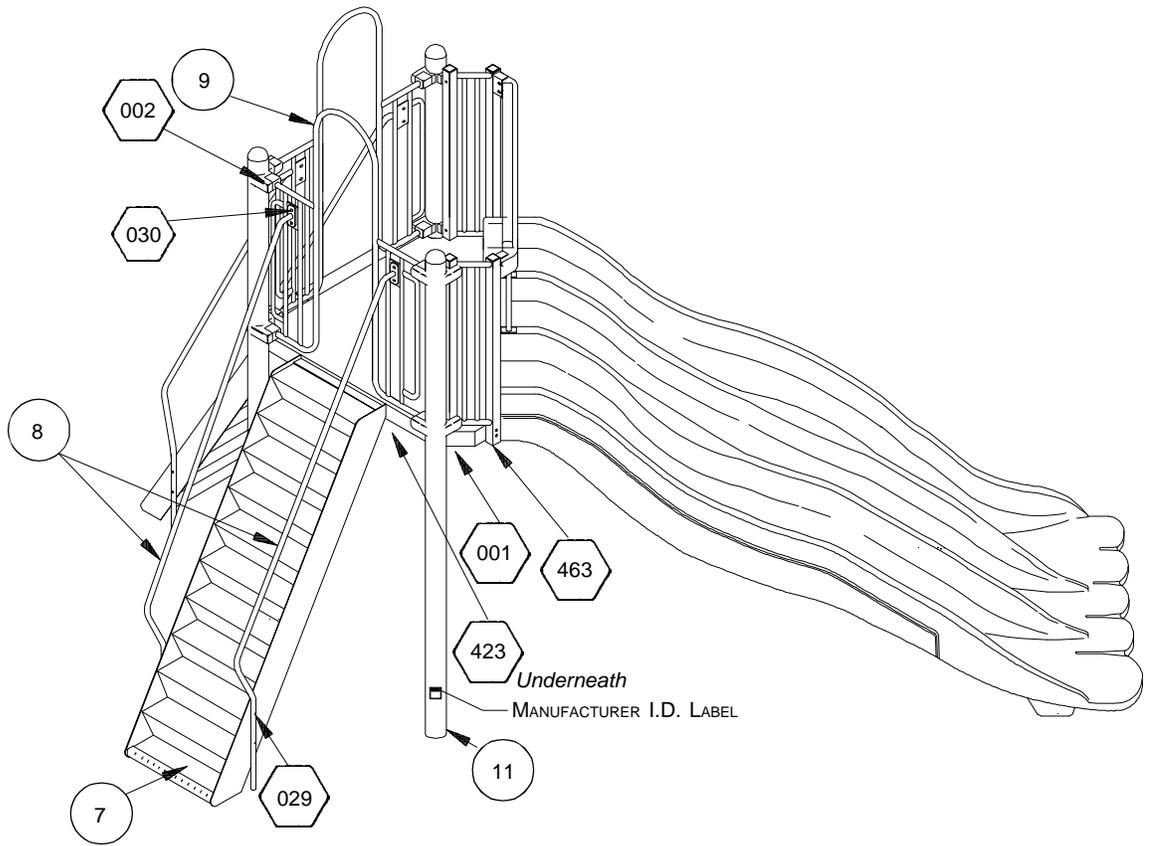
GROUND PLAN

NOTE: HOLE DEPTHS INDICATED ON ALL GROUND PLANS ARE MEASURED FROM THE FINISHED SURFACE. SEE DETAIL 005. ALL FOOTING DIMENSIONS ARE BASED ON LEVEL FINISHED SURFACE.



ASSEMBLY DRAWING

NOTICE FOR COMPLIANCE OF GERMANY INTERNATIONAL SAFETY STANDARDS (TUV) DIN 7926 -- SHOCK ABSORBING SURFACING MUST BE LEVEL WITH EXIT AREA OF SLIDE.



ASSEMBLY DRAWING

NOTE: CHECK SLIDE EXIT REGION FOR PROPER WATER DRAINAGE BEFORE CONCRETE IS APPLIED.

SET UP INSTRUCTIONS

NOTE: THIS SPECIFICATION BOOKLET SHOULD BE KEPT IN CUSTOMERS FILE FOR FUTURE REFERENCE.

NOTE: Do not over tighten bolts. To over tighten may cause buckling or dimpling of some parts.

NOTE: Read installation instructions thoroughly before starting assembly. Pour concrete only after final assembly is complete. Bracing material may be required during assembly.

NOTE: Do not tighten any nuts, bolts, rods, etc. until the unit is completely assembled.

NOTE: Assembly and leveling time will be greatly reduced if a transit is used to set location and depth of ground holes.

NOTE: Place a brick or equivalent at the bottom of ground holes (where shown), to provide a solid foundation. Allow for this in hole depth.

STEP 1: Dig holes according to the Ground Plan (see Footing Detail).

NOTE: Due to extremes in weather and soil conditions, hole size may have to be increased to meet local conditions.

STEP 2: Place uprights into necessary holes.

STEP 3: Attach diamond deck to uprights (see Detail 001).

STEP 4: Attach enclosure assemblies to the uprights using Detail 002.

STEP 5: Attach ladder assemblies to deck using Detail 423.

STEP 6: Attach ladder handrails (see Details 029 and 030).

STEP 7: Attach footbucks to slide (see Detail 224).

STEP 8: Place slide into ground holes and bolt to diamond deck using Detail 218.

STEP 9: Insert square tubing caps into cross bar supports using Detail 463.

STEP 10: Attach cross bar supports and crossbar using Details 219 and 357.

STEP 11: Attach center bars using Details 037 and 224.

STEP 12: Attach manufacturer's I.D. Label to visible position on upright.

STEP 13: Level and plumb entire unit. Tighten all hardware. Pour concrete in ground holes to within 1'-0" [30.48 cm] of finish surface (see Footing Detail). Sway bracing may be required during the step. Allow concrete to cure 48 hours before use.

NOTE: Loctite (supplied by others) should be used on all threaded hardware.

REPLACEMENT PARTS

REF. No.	DESCRIPTION	No. REQ'D.		PART No.	WEIGHT EA.	
		10575	G10575		LBS.	KGS.
1	Big Foot Slide Bedway	1	1	154125	416.45	189.06
2	Cross Bar	1	1	154351	8.63	3.91
3	Footbuck	3	3	158320	3.88	1.76
4	Cross Bar Support (Right)	1	1	162592	40.02	18.15
5	Cross Bar Support (Left)	1	1	162590	40.02	18.15
6	Center Bar	2	2	154428	2.54	1.15
7	Ladder Ass'y	2	2	158889	185.00	83.89
8	Ladder Handrail	4	4	138999	14.90	6.76
9	Enclosure Ass'y	2	2	139056	31.22	14.16
10	Diamond Deck	1	1	158982	225.00	102.03
11	Upright Ass'y	3	0	D39585	41.00	18.61
11	Upright Ass'y	0	3	L39585	89.00	40.40
	Hardware Complete	1	1	162817	8.67	3.93
	3/8" x 3/4" P.B.H.C.S. w/Patch	22	22	812052*	.04	.02
	3/8" x 1" P.B.H.C.S. w/Patch	8	8	812050*	.06	.03
	3/8" x 1-1/2" P.B.H.C.S.	6	6	810053*	.08	.04
	3/8" x 1-1/2" P.B.H.C.S. w/Patch	12	12	812053*	.07	.03
	3/8" x 1-3/4" P.B.H.C.S. w/Patch	4	4	812054*	.07	.03
	3/8" x 2" P.B.H.C.S. w/Patch	8	8	812055*	.08	.04
	3/8" x 2-1/2" P.B.H.C.S. w/Patch	8	8	812057*	.08	.04
	3/8" Lockwasher	68	68	817334*	.01	.01
	3/8" Flatwasher (13/16" O.D.)	24	24	817410*	.01	.01
	3/8" Flatwasher (1-1/4" O.D.)	16	16	817424*	.01	.01
	3/8" Hex Nut	6	6	804053*	.02	.01
	3/8" Tee-Nut (Spanner)	16	16	804556*	.03	.01
	3/8" Acorn Nut	8	8	804002*	.03	.01
	Socket End	8	8	138652*	.36	.16
	Manufacturer I.D. Label	1	1	159151*	.01	.01
	Square Tubing Cap	4	4	159939*	.06	.03

UNLESS OTHERWISE SPECIFIED, ALL UNITS OF MEASURE ARE EACH

*INCLUDED IN HARDWARE

BID PROPOSAL

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

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

LUMP SUM BASE BID ITEM – INSTALL BIG FOOT SLIDE

PRICE IN FIGURES: _____

PRICE IN WORDS: _____

ACKNOWLEDGEMENT OF ADDENDA: _____

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

BY: _____
(SIGNATURE)

(COMPANY NAME)

(PRINT NAME AND TITLE)

(ADDRESS)

(DATE)

(TELEPHONE)

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

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

All Prevailing Wage Contractors and Subcontractors are required to:

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

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

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

CERTIFICATION

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

By: _____

Title: _____

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

Notary Public
My commission expires: _____

APPENDIX A

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

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

APPENDIX B

TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-7

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

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

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

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

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

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

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

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

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

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

RULES AND REGULATIONS RELATING TO PREVAILING WAGES

(Revised March 26, 2012)

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

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

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

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

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

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

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

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

DEFINITIONS

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

- a. grading, clearing, demolition, improvement, completion, repair, alteration or construction on any public site for which no salary or wages or in kind payments are paid or owed;
 - b. ordinary maintenance work performed on a regularly scheduled basis (e.g., daily, weekly, monthly, seasonally, semiannually or annually) or on a routine basis to service, check, or replace items or parts that are not broken.
- E. “heavy construction”
 - i. “heavy construction” means those construction projects that are not properly classified as either “building”, “highway”, or “residential”. Projects within the heavy classification are distinguished on the basis of their particular project characteristics, like complex engineering and industrial nature, and separate wage determinations;
 - ii. Examples of heavy construction include, but are not limited to power plants, pipelines, mass transit lines, marine and port facilities, sewage and solid waste facilities, landfills wastewater treatment facilities, sanitary, storm and sewer facilities, water supply facilities, transmission lines, aqueducts, water treatment facilities, desalination plant facilities, dams and reservoirs and the laying of fiber optic cable;
- F. “public agency”
 - i. “public agency” means the State of Rhode Island, any awarding agency or authority of the State of Rhode Island, those agencies listed at R.I.G.L. §37-13-7(d), any Rhode Island city, town or village or any division of same, or any person or other entity acting on behalf of any public agency as defined herein;
- G. “public works contractor”
 - i. “public works contractor” means the prime contractor, and each and every subcontractor, performing public work or heavy construction on any public works project site;
- H. “public works contract”
 - i. “public works contract” means any contract, purchase order, or any other legal agreement, in writing, for any public work or heavy construction on a public site to be performed by a public contractor on behalf of a public agency for a fixed or determinable amount of \$1,000 or more;
 - ii. payments made through contracts with third parties on behalf of a public agency shall be deemed public works contracts if public funds are utilized;
- I. “construction”
 - i. “construction” means construction activity, as distinguished from manufacturing, furnishing of materials or servicing and maintenance work and includes, without limitation, the construction of buildings, structures, improvements of all types and heavy construction work:

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

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

APPENDIX A



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

RI Certified Weekly Payroll

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

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

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

STATEMENT OF COMPLIANCE

I _____ do hereby state:

(print name of signatory party)

(title)

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

(contractor or subcontractor)

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

(project)

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

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

(contractor or subcontractor)

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

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

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

(4) That:

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

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

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

Please specify the type of benefits provided:

1.) Medical or hospital care _____

2.) Pension or Retirement _____

3.) Life Insurance _____

4.) Disability _____

5.) Vacation, sick, holiday _____

6.) Other (please specify) _____

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

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

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

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

SIGNATURE

DATE

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

