

BID PACKAGE

FOR

**HISTORIC CLAYVILLE SCHOOLHOUSE
ROOF REPLACEMENT**

Bid # SCIT048

TOWN OF SCITUATE
DEPARTMENT OF PUBLIC WORKS



SEPTEMBER 2023

TOWN OF SCITUATE, RHODE ISLAND

INVITATION TO BID

PROJECT: HISTORICAL CLAYVILLE SCHOOLHOUSE ROOF REPLACEMENT

Sealed bid proposals to perform the subject project in accordance with the specifications enclosed herewith, and made a part of this invitation will be received in the Office of the Town Clerk addressed to:

Town of Scituate, Purchasing Agent
195 Danielson Pike
North Scituate, RI 02857

until **Friday, September 29, 2023 at 1:00 p.m. (EST)**. The bid proposals will be opened and read aloud on September 29 at 1:15p.m. Individuals requesting interpreter services for the hearing impaired should call the Town Clerk at 647-2822, 72 hours in advance of the bid opening.

Any bid proposal received after said date and time, whether hand delivered, submitted via United States Postal Service, or submitted via any other delivery service, shall be declared invalid. All bids must be placed in a sealed envelope that is plainly marked **“BID PROPOSAL FOR: HISTORIC CLAYVILLE SCHOOLHOUSE ROOF, SCITUATE BID # SCIT048**

The bid award and signing of contract conditions are set forth in the enclosed specifications. Additional copies of the Contract and Specifications may be obtained from the Town Clerk at 401-647-2822.

The Purchasing Agent, along with Highway Director, shall submit a list of bid results along with recommendation of a successful bidder to the Town Council.

THE TOWN OF SCITUATE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR ANY PARTS THEREOF; TO WAIVE INFORMALITIES AND TECHNICALITIES; AND, TO ACCEPT THAT BID WHICH THE TOWN AND HIGHWAY DIRECTOR DEEM TO BE IN THE BEST INTEREST OF THE TOWN, WHETHER OR NOT IT IS THE LOWEST DOLLAR BID.

SCOPE OF WORK AND PROJECT SPECIFICATIONS

The Town of Scituate is requesting proposals from qualified bidders for new roofs at the Historical Clayville Schoolhouse. The Clayville Schoolhouse is located at 479 Field Hill Road in Clayville, RI, Assessors' Plat 52, lot 22.

A. Project specifications for the Clayville Schoolhouse Roof Replacement:

- Strip old roof, remove and dispose of all material
- Install Grace ice and water shield (or Equal) per building code
- Install 8" Aluminum drip edge to periphery of roof to rakes and fascia
- Install 30 lb felt, 18" exposure, and ventilation mat, per manufacturers specs
- Install 24" pre-dipped (Penofin or equal) red cedar shingles 8" exposed
- Approximately 1500 SF (~15sq)- bidder shall perform their own takeoff
- 7/16" plywood sheeting, if needed (price separately)
- All construction must comply with Rhode Island State Building Codes
- Building Permit is required, but permit fee is waived

Site visit prior to proposal submission is strongly recommended. To schedule site visit, please call Highway Department at 401-647-3366.

BID CONDITIONS AND CONTENT

1. Bids shall be signed by a duly authorized agent or official of the contractor / vendor who has legal authority to bind the company and must clearly identify the scope of services and proposed time frame for completion. Incomplete bid forms may be cause for disqualification of the bid.
2. Bids that are renumbered or re-sequenced may be cause for rejection if all information cannot be easily found and identified. Bidders wishing to re-word or re-format the enclosed documents should do so in an addendum identifying the pages or sections to be changed.
3. Bids must be submitted with three (3) complete copies.
4. Bids must be submitted in a sealed envelope clearly marked, so as to guard against opening prior to the appointed time, with the:

NAME OF THE BIDDER
ADDRESS OF THE BIDDER
WORDS "BID DOCUMENTS FOR: CLAYVILLE SCHOOLHOUSE ROOF
REPLACEMENT, SCIT_____ and DATE OF THE BID

5. If mailed, the sealed envelope containing the proposal shall be marked as stated above and shall be enclosed in another envelope properly addressed for mailing.
6. Within a reasonable time after the bid opening, the TOWN OF SCITUATE, RHODE ISLAND, (herein after referred to as the TOWN) shall act on the award of a contract for the project.
7. The TOWN reserves the right to withdraw this request at any time based on available funding.
8. The TOWN shall be the sole judge as to whether any bid complies with these specifications, and such a decision shall be final and conclusive. Bidders shall state any exceptions taken to the bid specifications.
9. **THE TOWN RESERVES THE RIGHT TO REJECT ANY, OR PART, OF ALL BID PROPOSALS; WAIVE ANY INFORMALITIES AND TECHNICALITIES; AND TO ACCEPT THAT BID WHICH THE TOWN COUNCIL DEEMS TO BE IN THE BEST INTEREST OF THE TOWN, WHETHER OR NOT IT IS THE LOWEST DOLLAR BID.**
10. Proposals submitted in unmarked envelopes, which are opened by the TOWN in its normal course of business, will not be accepted. If time permits, the proposal may be returned to the bidder informing them that the proposal may be resubmitted in a sealed envelope properly marked as indicated above.
11. Bid prices shall not include any sales, excise or other taxes for which the TOWN is not liable. All bidders shall honor their properly submitted bid for a period of sixty (60) days subsequent to date of bid opening, without escalation.
12. Tax Compliance – Successful bidder shall be required to submit a current W-9 form in conformance with the attached sample, affirming current reporting compliance with all relevant jurisdictions.
13. Consideration in the awarding of the CONTRACT will be given to price, experience and competence of the bidder, the nature and size of the bidder's organization, and quality of similar projects it has performed and completed in the past and a determination by the TOWN that the COMPANY has the ability to complete the work.
14. Insurance – Before commencement of the contract services, the Contractor shall obtain and maintain throughout the term of this contract, the following insurance written by a company qualified to do business in the State of Rhode Island and satisfactory to the Town.

The Contractor agrees to defend, indemnify, protect, save and keep harmless the **Town of Scituate** from any and all loss, cost, damage or exposure arising from the negligent acts or omissions of the Contractor in undertaking this project. Proof of insurance must be supplied to the Town of Scituate thirty (30) days prior to the beginning of the term of contract, and

then on an annual basis throughout the remainder of the contract's terms. All insurers of the Contractor shall be notified that a copy of any notice of cancellation shall be sent to the Town of Scituate.

- a. **General Liability** The Contractor will maintain in full force at all times during this engagement General Liability (including products and completed operations) insurance in the minimum amount of \$1,000,000 per occurrence for all damages on account of personal injuries and/or property damage arising out of an occurrence. If the Contractor's General Liability Policy is subject to an Annual Aggregate, said Aggregate must be in multiples of the per occurrence limit of liability. The Contractor will provide evidence of its General Liability policy to the **Town of Scituate** naming the **Town of Scituate** as an additional insured to the policy.
- b. **Auto** The Contractor will maintain in full force at all times during this engagement Auto Liability insurance covering all owned vehicles, hired vehicles, or non-owned vehicles in the minimum amount of \$1,000,000 per occurrence for all damages on account of personal injuries and/or property damage. The Contractor will provide evidence of its Auto Liability policy to the **Town of Scituate** naming the **Town of Scituate** as an additional insured to the policy.
- c. **Workers' Compensation** The Contractor will maintain in full force at all times workers' compensation insurance for all labor employed on the project. Workers' Compensation coverage must meet the statutory obligations of the State and Employer's Liability coverage shall be provided at \$500,000/\$500,000/\$500,000. Contractor shall supply evidence of the same to the **Town of Scituate**.
- d. **Professional Liability** The Contractor will maintain in full force at all times during this engagement Professional Liability insurance in the minimum amount of \$1,000,000 per occurrence for all damages on account of personal injuries and/or property damage arising out of an occurrence. If the Contractor's Professional Liability Policy is subject to an Annual Aggregate, said Aggregate must be in multiples of the per occurrence limit of liability. The Contractor will provide evidence of its Professional Liability policy to the **Town of Scituate**.

15. SURETY BOND REQUIRED: YES: ☐ NO: ☐

If required, the COMPANY shall, to secure the faithful intent of this bid, furnish to the TOWN surety, in the amount of five per cent (5%) of the total dollar bid in the form of a Bid Surety Bond or a Certified Check made payable to the "TOWN OF SCITUATE". If a Bid Bond is submitted, it shall be issued by a company authorized to issue such surety bond in the State of Rhode Island and acceptable to the TOWN.

16. PERFORMANCE BOND REQUIRED: YES: ☒ NO: ☐

The Successful Bidder shall furnish to the TOWN a Performance Surety Bond in the amount of the CONTRACT, which bond shall be issued by a reputable bonding company authorized to do such business in the State of Rhode Island and acceptable to the TOWN. Said bond shall be in the form satisfactory to and approved by the TOWN. The performance bond shall be delivered to the Town prior to the commencement of work. The bond shall include the appeal requirements of these PROJECT SPECIFICATIONS.

17. The COMPANY must bid the project as outlined in the CONTRACT and PROJECT SPECIFICATIONS. If the COMPANY proposes to perform any optional work or to substitute any part of the PROJECT SPECIFICATIONS, such options and/or substitutions must be explained in detail and the amount of additional or reduction in cost must be listed.
18. The following items shall also be included with the bid:
- Personnel Roster
 - Client list for past five (5) years including current projects
 - Statement of Qualifications
 - Name and resume of project manager
 - Non-Collusive Bid Statement
19. Each bidder must inform themselves of the conditions relating to the specifications of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of this CONTRACT. At the time of opening of the bids, each bidder will be presumed to have read, and to be thoroughly familiar with, the plans and CONTRACT documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to this bid.
20. The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over performance of the project shall apply to the CONTRACT throughout, and they will be deemed to be included in the CONTRACT the same as though herein written out in full.
21. **Prevailing Wage** – Successful bidder shall be required to furnish completed certificate guaranteeing payment of prevailing wage and indemnifying the Town of Scituate, Rhode Island from any loss whatsoever arising from failure to pay prevailing wage in conformance with the attached sample.
22. **COMPLETION DATE AND TIME SCHEDULE:**
- A. **Awarding of Contract**
Within a reasonable time after the opening of the bids, the TOWN shall award a contract for the project. **The Town reserves the right to reject any and all bids as previously stated.**
 - B. **Signing the Contract**
Within thirty (30) days after the receipt of notice of acceptance by the TOWN of its proposal, the COMPANY shall execute with the TOWN a CONTRACT upon the basis of these specifications.
The COMPANY shall commence work within thirty (30) days of the signing of said CONTRACT.

TOWN OF SCITUATE, RHODE ISLAND - *BID FORM*

**Project: HISTORICAL CLAYVILLE SCHOOLHOUSE ROOF REPLACEMENT, BID
NUMBER SCIT _____**

The undersigned duly authorized agent for the **COMPANY** submitting this bid affirms and declares:

1. That this bid is executed with full knowledge and acceptance of the **PROJECT SPECIFICATIONS** enclosed with the **INVITATION TO BID** on the subject project.
2. IF REQUIRED, that should this bid be accepted in writing by the **TOWN**, said **COMPANY** will furnish the services for which this bid is submitted as the dollar amount indicated and in full compliance with the provisions of said **PROJECT SPECIFICATIONS**.
3. IF REQUIRED, that the bid is accompanied by surety in the amount of five percent (5%) of the dollar bid.
4. That all items, documents, statements and other information as required by the **PROJECT SPECIFICATIONS** have been submitted herein.
5. That the **COMPANY** understands and accepts that although the dollar amount of this bid is a major factor for consideration, the **TOWN** reserves the right to award the **CONTRACT** to other than the **COMPANY** submitting the lowest dollar bid after careful analysis of additional factors outlined in the **CONTRACT** and **PROJECT SPECIFICATIONS**.
6. That the **COMPANY** proposes to furnish the services and materials required to complete the aforesaid **PROJECT SPECIFICATIONS** in the total *Not to Exceed* Dollar amount below.

BID AMOUNT:

A. HISTORICAL CLAYVILLE SCHOOLHOUSE ROOF

(Total *Not to Exceed* Dollar Amount) _____

(Written *Not to Exceed* Dollar Amount) _____

Price per sheet for 7/16" plywood sheeting _____

By: Name and Title _____

Signature: _____

Business address _____

Telephone Number _____

E-mail Address _____

**TOWN OF SCITUATE, RHODE ISLAND
NON-COLLUSIVE BID STATEMENT**

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition,

And

2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the opening of the bid.

Signature

Printed Name

Title

Company

Date



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

Page: _____

Rhode Island Certified Prevailing Wage Daily Log

Project Name: _____

Contractor: _____

Project Location: _____

Address: _____

Date: _____

City/Town: _____ State _____ Zip _____

| Employee Name (Print) | Job Title/ Classification | Time | | Employee Signature |
|-----------------------|---------------------------|------|-----|--------------------|
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I _____ hereby certify that the information in this form is complete and correct.
(print name and title)

Any contractor who knowingly maintains a false or fraudulent daily log maybe penalized by the Department of Labor and Training up to \$500 for each calendar day of noncompliance.

Contractor/Officer's Signature

Date

****Each contractor working on this project must complete a Daily Log for their employees only.***

DLT is an equal opportunity employer/program - auxiliary aids and services available upon request. TTY via RI Relay: 711
DLT-WRS-4 (10/14)



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

Rhode Island Certified Weekly Payroll

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

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

| Name, Address and Phone Number of Employee | Work Classification | Apprentice % | Date | Hours Worked Each Day | | | | | | | Total Hrs | Hourly Rate (List all Rates) | Hourly Fringe Benefit | Weekly Gross | Weekly Deductions | | | | Weekly Net |
|--|---------------------|--------------|--------|-----------------------|---|---|---|---|---|---|-----------|------------------------------|-----------------------|--------------|-------------------|----------|---------|-------|------------|
| | | | | S | M | T | W | T | F | S | | | | | Social Security | Medicare | Federal | State | |
| | | | P.S. | | | | | | | | | | | | | | | | |
| | | | P.Q. | | | | | | | | | | | | | | | | |
| | | | A.P.S. | | | | | | | | | | | | | | | | |
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| | | | R.H. | | | | | | | | | | | | | | | | |
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| | | | R.H. | | | | | | | | | | | | | | | | |
| | | | R.Q. | | | | | | | | | | | | | | | | |

Legend: P.S.=Prevailing Wage Standard Hours P.Q.=Prevailing Wage Overtime Hours R.H.=Regular Overtime Hours A.P.S.= Additional PW Standard Hours A.P.O.=Additional PW Overtime Hours
List all PW Projects in AP S/APO:

*Deductions listed in "Other" column: _____

MEMORANDUM
PUBLIC AWARDING AUTHORITY'S PUBLICATIONS PURSUANT TO THE RHODE
ISLAND PREVAILING WAGE LAW – R.I.G.L. 37-13-1

There are four (4) sections of the prevailing wage law that pertain to awarding authorities as follows:

1. **R.I.G.L. 37-13-6.** Under this section, the awarding authority has an obligation in relation to any public works contract to ascertain from the Rhode Island Department of Labor and Training (“DLT”) a general prevailing rate for wages and fringe benefits. Further, the authority must specify in the call for bids for the contract, and in the contract itself, the general prevailing rate of wages and fringe benefits.

Wages and fringe benefits are found on the DLT website.

2. **R.I.G.L. 37-13-7.** This section notes that every call for bids in excess of \$1,000 for any public works project shall contain a provision stating that minimum wage is to be paid to employees and that every contract shall contain a stipulation that the contractor or subcontractor shall pay all the employees employed directly upon the site of the work not less than once per week, etc., as noted in the call for bids.
3. **R.I.G.L. 37-13-9.** This statutory provision requires that R.I.G.L. 37-13-5, 6 and 7 shall be inserted in all contracts for public works awarded by the State or any city or town or agency when the contract price is in excess of \$1,000.
4. **R.I.G.L. 37-13-13. “Furnishing Payroll Records to the Awarding Authority”.** This section states that every contractor and subcontractor shall furnish certified copies of payroll records to the awarding authority on a monthly basis for all work completed during the previous month.

The awarding authorities, along with contractors and subcontractors, shall provide any and all payroll records to the Director of Labor and Training within ten (10) days of their request.

The awarding authority of any public works project shall withhold the next scheduled payment to any contractor or subcontractor who fails to comply with the provisions of subsections (a) or (b) above and shall also notify the director of labor and training. The awarding authority shall withhold any further payments until such time as the contractor or subcontractor has fully complied. If it is a subcontractor who has failed to comply, the amount withheld shall be proportionate to the amount attributed or due to the offending subcontractor as determined by the awarding authority. The department may also impose a penalty of up to five hundred dollars (\$500) for each calendar day of noncompliance with this section, as determined by the director of

labor and training. Mere errors and/or omissions in the daily logs maintained under subsection (c) shall not be grounds for imposing a penalty under this subsection.

TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors
SECTION 37-13-6

§ 37-13-6. Ascertainment of prevailing rate of wages and other payments – Specification of rate in call for bids and in contract.

Before awarding any contract for public works to be done, the proper authority shall ascertain from the director of labor and training the general prevailing rate of the regular, holiday, and overtime wages paid and the general prevailing payments on behalf of employees only, to lawful welfare, pension, vacation, apprentice training, and educational funds (payments to the funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors) in the city, town, village, or other appropriate political subdivision of the state in which the work is to be performed, for each craft, mechanic, teamster, laborer, or type of worker needed to execute the contract for the public works. The proper authority shall, also, specify in the call for bids for the contract and in the contract itself the general prevailing rate of the regular, holiday, and overtime wages paid and the payments on behalf of employees only, to the welfare, pension, vacation, apprentice training, and education funds existing in the locality for each craft, mechanic, teamster, laborer, or type of worker needed to execute the contract or work.

History of Section.

(P.L. 1931, ch. 1752, § 2; P.L. 1935, ch. 2201, § 1; G.L. 1938, ch. 290, § 5; P.L. 1955, ch. 3580, § 1; G.L. 1956, § 37-13-6; P.L. 1965, ch. 77, § 1; P.L. 1974, ch. 237, § 1; P.L. 1997, ch. 326, § 162.)

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:

(i) 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

(ii) 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 commerce 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 turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the council on postsecondary education, the council on 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.

History of Section.

(P.L. 1974, ch. 237, § 3; P.L. 1976, ch. 193, § 1; P.L. 1999, ch. 75, § 1; P.L. 2001, ch. 321, § 1; P.L. 2015, ch. 141, art. 7, § 16.)

TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-9

§ 37-13-9. Statutory provisions included in contracts.

A copy of §§ 37-13-5, 37-13-6, and 37-13-7 shall be inserted in all contracts for public works awarded by the state, any city, town, committee, an authorized agency, or awarding authority thereof, or any person or persons in their behalf in which state or municipal funds are used if the contract price is in excess of one thousand dollars (\$1,000).

History of Section.

(P.L. 1936, ch. 2361, § 4; G.L. 1938, ch. 290, § 4; G.L. 1938, ch. 290, § 7; P.L. 1955, ch. 3580, § 1; G.L. 1956, § 37-13-8; P.L. 1965, ch. 77, § 1; P.L. 1974, ch. 237, § 1.)

TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-13

§ 37-13-13. Furnishing payroll record to the awarding authority.

(a) Every contractor and subcontractor awarded a contract for public works as defined by this chapter shall furnish a certified copy of his or her payroll records of his or her employees employed on the project to the awarding authority on a monthly basis for all work completed in the preceding month on a uniform form prescribed by the director of labor and training. Notwithstanding the foregoing, certified payrolls for department of transportation public works may be submitted on the federal payroll form, provided that, when a complaint is being investigated, the director or his or her designee may require that a contractor resubmit the certified payroll on the uniform department form.

(b) Awarding authorities, contractors and subcontractors shall provide any and all payroll records to the director of labor and training within ten (10) days of their request by the director or his or her designee.

(c) In addition, every contractor and subcontractor shall maintain on the site where public works are being constructed and the general or primary contract is one million dollars (\$1,000,000) or more, a daily log of employees employed each day on the public works project. The log shall include, at a minimum, for each employee his or her name, primary job title, and employer and shall be kept on a uniform form prescribed by the director of labor and training. Such log shall be available for inspection on the site at all times by the awarding authority and/or the director of the department of labor and training and his or her designee. This subsection shall not apply to road, highway, or bridge public works projects.

(d) The director of labor and training may promulgate reasonable rules and regulations to enforce the provisions of this section.

(e) The awarding authority of any public works project shall withhold the next scheduled payment to any contractor or subcontractor who fails to comply with the provisions of subsections (a) or (b) above and shall also notify the director of labor and training. The awarding authority shall withhold any further payments until such time as the contractor or subcontractor has fully complied. If it is a subcontractor who has failed to comply, the amount withheld shall be proportionate to the amount attributed or due to the offending subcontractor as determined by the awarding authority. The department may also impose a penalty of up to five hundred dollars (\$500) for each calendar day of noncompliance with this section, as determined by the director of labor and training. Mere errors and/or omissions in the daily logs maintained under subsection (c) shall not be grounds for imposing a penalty under this subsection.

History of Section.

(G.L. 1938, ch. 290, §§ 11, 12; P.L. 1955, ch. 3580, § 1; G.L. 1956, § 37-13-12; P.L. 1965, ch. 77, § 1; G.L. 1956, § 37-13-13; P.L. 1974, ch. 237, § 1; P.L. 1987, ch. 610, § 1; P.L. 1995, ch. 370, art. 40, § 113; P.L. 2009, ch. 47, § 1; P.L. 2009, ch. 76, § 1; P.L. 2011, ch. 332, § 1; P.L. 2011, ch. 396, § 1.)