PUBLIC COPY

State of Rhode Island and Providence Plantations Contract Offer

RIVIP GENERATED BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number:	7458272A1
Bid/RFP Title:	RI CONTRACT 2013-DF-028, HURRICANE SANDY REPAIRS TO OCEAN AVENUE, NEWPORT - ADDENDUM 1 (4 PGS)
Opening Date & Time:	11/15/2012 11:00 AM
RIVIP Vendor ID #:	22861
Vendor Name:	Manafort Brothers Inc.
Address:	414 New Britain Ave Po Box 99 Plainville , CT 06062 USA
Telephone:	(860) 229-4853
Fax:	(860) 747-5299
E-Mail:	bill@manafortbrothers.com
Contact Person:	William Manafort
Title:	Vice President
R.I. Foreign Corp #:	

REVISED NOTICE TO VENDORS

Effective January 1, 2012 all public works projects related bids or proposals exceeding SEVEN HUNDRED FIFTY THOUSAND ($750,000) dollars are required to include a "public copy". All agency contract solicitations, requests for proposals, invitations for bids, etc. shall state that any bid or proposal that exceeds SEVEN HUNDRED FIFTY THOUSAND ($750,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal that exceeds SEVEN HUNDRED FIFTY THOUSAND ($750,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. Additionally, proposals submitted for a Master Price Agreement, when the total amount potentially may exceed SEVEN HUNDRED FIFTY THOUSAND ($750,000) dollars and the solicitation expressly requires any or all vendors to submit a public copy, must include a copy to be available for public inspection. For further information, please see RI Gen Laws §37-2-18(j) and State of RI Procurement Regulations at http://purchasing.ri.gov/rulesandregulations/rulesandregulations.aspx. Please see Question #11 below for further instructions regarding RIDOT Highway and Bridge construction projects.

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at www.purchasing.ri.gov. It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

SECTION 2 - REQUIREMENTS

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

Section 2.1 - RULES FOR SUBMITTING OFFERS

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above), date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.
Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

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

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

2.4.1 Prevailing Wage and OSHA Safety Training Requirements. The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws 37-13-1 et seq. and 28-20-1 et seq., shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

2.4.2 (a) Apprenticeship. Rhode Island General Laws §37-13-3.1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state 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 apprenticeship council of the Department of Labor and Training.

2.4.2(b) In addition to executing this certification, the general contractor shall be responsible for requiring that all subcontractors on the awarded project certify their compliance with R.I. Gen. Laws §37-13-3.1 prior to allowing the subcontractor to commence work on the awarded project. The general contractor shall be responsible for submitting the subcontractors' compliance certification to the Division of Purchases after the contracts are finalized between the contractor and subcontractor.

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.
3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

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

SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website (www.purchasing.ri.gov).

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

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

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

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

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

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

SECTION 5 – CERTIFICATIONS AND DISCLOSURES

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement.

A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

N 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).

N 2. Has your firm (or any principal) been fined more than $5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?

Y 3. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.

Y 4. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".

Y 5. I/we certify that the above vendor information is correct and complete.

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

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

Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

Y 9. I/we acknowledge that the provisions and procedures set forth in this three-page form apply to any contract arising from this offer.

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

Y **11. NEW REVISED REQUIREMENT-IMPORTANT!!! I/we hereby acknowledge that I/we understand that effective January 1, 2012 all public works related project bids or proposals exceeding SEVEN HUNDRED FIFTY THOUSAND ($750,000) dollars, inclusive of all proposed alternates, must include a "public copy" as required by RI Gen Laws § 37-2-18(j) and the State Procurement Regulations. It is further understood that any bid or proposal in excess of SEVEN HUNDRED FIFTY THOUSAND ($750,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive.**

RIDOT Highway and Bridge Public Works related projects utilizing Quest Lite program only – Effective immediately, submission to the Division of Purchases of a duplicate original of a vendor's Quest Lite compatible electronic copy on a readable compact disk shall satisfy the statutory "public copy" requirements. Quest Lite software is defined in the Division of Purchases "State Procurement Regulations" §12.102.05 (Preparation of Proposal).

For further information, please see R.I Gen. Laws § 37-2-18(j) and specific instructions at www.purchasing.ri.gov .

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1–2 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #3–11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

Date 11-15-12

Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

Robert Lewandowski Regional Vice President

Print Name and Title of company official signing offer

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Manafort Brothers Incorporated
414 New Britain Avenue
Plainville, CT 06062

SURETY:
(Name, legal status and principal place of business)

Western Surety Company
P. O. Box 5077
Sioux Falls, SD 57117-5077

This document has Important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

State of Rhode Island
One Capitol Hill
Providence, RI 02903

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Title: 2013-DF-028, Hurricane Sandy Repairs to Ocean Avenue Newport

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of November, 2012

(Witness)

(Witness) Chelsy Lee Aligizakis

Manafort Brothers Incorporated
(Principal) *(Seal)*

By: Lauren Manafort
(Title) Secretary / Treasurer

Western Surety Company
(Surety) *(Seal)*

By:
(Title) Holly L. Lynch Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gary J Giulietti, John Bruno, William B Bridgman, Holly L Lynch, Individually

of Farmington, CT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of October, 2012.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 12th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15 day of November, 2012

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2011

ASSETS

Bonds		$ 1,403,423,957
Stocks		22,726,363
Cash and short-term investments		66,852,340
Uncollected premiums and agents' balances		34,207,619
Funds held by or deposited with reinsured companies		13,980,081
Net deferred tax asset		25,802,839
Investment income due and accrued		17,647,175
Other assets		2,489,406
Total Assets		$ 1,587,129,780

LIABILITIES AND SURPLUS

Losses		$ 296,352,421
Loss adjustment expense		82,551,462
Contingent and other commissions payable		5,246,025
Other expense		28,831,919
Taxes, licenses and fees		1,925,642
Federal and foreign income taxes payable		5,637,067
Unearned premiums		247,814,064
Other liabilities		29,286,547
Total Liabilities		697,645,147
Surplus Account:		
Capital paid up	4,000,000	
Gross paid in and contributed surplus	176,435,232	
Special Surplus	7,321,616	
Unassigned funds	701,727,785	
Surplus as regards policyholders		$ 889,484,633
Total Liabilities and Capital		$ 1,587,129,780

I, Amy M. Smith, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2011, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By Amy M. Smith
Assistant Vice President

Subscribed and sworn to me this 12th day of March, 2012.

My commission expires:

Kathleen Schroeder
Notary Public

"OFFICIAL SEAL"
KATHLEEN M. SCHROEDER
Notary Public, State of Illinois
My Commission Expires 08/16/15

State of Rhode Island
Department of Administration / Division of Purchases
One Capitol Hill, Providence, Rhode Island 02908-5855
Tel: (401) 574-8100 Fax: (401) 574-8387

ADDENDUM #1

RFQ #7458272 **TITLE: 2013-DF-028**
HURRICANE SANDY REPAIRS TO OCEAN AVENUE NEWPORT

OPENING DATE AND TIME: **11/15/12 – 11:00 A.M.**

SEE ATTACHED

LISA HILL
CHIEF BUYER

Bidders must include a signed copy of this addendum with their bid submission as acknowledgment.

Manafort Brothers Incorporated
Company Name (Print)

Signature of Authorized Representative
Lauren Manafort
Secretary/Treasurer

November 9, 2012,

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF TRANSPORTATION

RHODE ISLAND CONTRACT NO. 2013 – DF - 028

HURRICANE SANDY DAMAGE REPAIR TO OCEAN AVENUE

CITY OF NEWPORT
COUNTY OF NEWPORT

NOTICE TO PROSPECTIVE BIDDERS

ADDENDUM NO. 1 - Prospective bidders and all concerned are hereby notified of the following changes in the Specifications, Proposals, Distribution of Quantities, and Plans. These changes shall be incorporated in the Specifications, Proposal, Distribution of Quantities, and Plans, and shall become an integral part of the Contract Documents.

A. CONTRACT DATES

As indicated on the Solicitation Information sheet, a mandatory pre-bid will be held on 11/13/12 at 9:00 a.m. at RIDOT, 2 Capitol Hill, Room 117, Providence, RI. Bids will not be accepted from contractors that do not attend this mandatory pre-bid.

B. PLANS

1. SHEET NO. 11 – STRUCTURAL DETAIL NO. 1

   a. Delete plan sheet no. 11 in its entirety and insert revised plan sheet no. 11(R-1) attached to this ADDENDUM NO. 1. Foundation reinforcing has been revised.

2. SHEET NO. 18 – DETOUR PLAN No. 3, EAST OF HARRISON AVENUE

   a. Delete plan sheet no. 18 in its entirety and insert revised plan sheet no. 18(R-1) attached to this ADDENDUM NO. 1. The detour route has been revised.

Rhode Island Department of Transportation
Chief Engineer

ADDENDUM NO. 1
Attachments

Solicitation Information

BID # 7458272 **TITLE: 2013-DF-028 HURRICANE SANDY REPAIRS TO OCEAN DRIVE, NEWPORT, RI**

Submission Deadline: THURSDAY 11/15/12 @ 11:00 a.m.

Bidders are advised that, due to the emergency nature of the repairs identified in this solicitation, a general scope of work and description only is provided. The available documents are contained herein, and are the only available specifications that will be provided for this procurement.

A total lump sum bid proposal is required, and will be the basis for award, however where there are multiple sites identified, a lump sum breakdown is required.

BID PROPOSALS MUST BE DELIVERED TO ***THE DIVISION OF PURCHASES*** , ***ONE CAPITOL HILL, PROVIDENCE, RI AT THE DATE AND TIME NOTED ABOVE***, AND MUST INCLUDE THE FOLLOWING:

- BID PROPOSAL FORM WITH TOTAL LUMP SUM PRICE
- BID SURETY
- LUMP SUM BREAKDOWN OF SITE, IF MULTIPLE SITES ARE IDENTIFIED
- THREE-PAGE BIDDER CERTIFICATION COVER FORM
- FEDERAL FORMS, COMPLETED (LOBBYING FORM, DISCLOSURE FORM, ANTI-COLLUSION FORM)
- LATE BIDS SHALL NOT BE ACCEPTED. PROPOSALS MISDIRECTED TO OTHER STATE LOCATIONS OR WHICH ARE OTHERWISE NOT SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO THE TIME OF THE OPENING FOR ANY CAUSE WILL BE DETERMINED TO BE LATE AND SHALL NOT BE CONSIDERED. THE 'OFFICIAL' TIME CLOCK IS IN THE RECEPTION AREA OF THE DIVISION OF PURCHASES.
- **PUBLIC COPY REQUIREMENT- DUE TO THE ANTICIPATED BID VALUE IN EXCESS OF $750,000 , BIDDERS ARE REQUIRED TO SUBMIT A "PUBLIC COPY" OF BIDS IN ACCORDANCE WITH R.I. GEN. LAWS 37-2-18(j). THIS PUBLIC COPY MAY BE SUBMITTED ON EITHER A READABLE CD OR HARD (PAPER) COPY FOR THIS EMERGENCY PROCUREMENT.**

SURETY REQUIRED: YES
BOND REQUIRED: YES

MANDATORY PRE-BID: 11/13/12 – 9:00 A.M.
LOCATION: RIDOT, 2 CAPITOL HILL, ROOM 117, PROVIDENCE, RI

Lisa Hill
Chief Buyer

Vendors must register on-line at the State Purchasing Website at www.purchasing.ri.gov

Note to Vendors: Offers received without the completed RIVP Generated Bidder Certification Form may result in disqualification.

RHODE ISLAND DIVISION OF PURCHASES
HURRICANE SANDY BID PROPOSAL FORM

PROJECT NO. 2013-DF-028

BID A TOTAL PRICE TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT, AND INCIDENTALS WITH TRAFFIC CONTROL IN CONFORMANCE MUTCD (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES) REQUIREMENTS TO PERFORM REPAIRS AS DESCRIBED IN THE BID DOCUMENTS.

The breakdown for each Hurricane ID is as follows:

HRS-014 $ 1,500,000 -

HRS-015 $ 128,000 -

$ 1,628,000 -
NUMERICAL

$ one million six hundred twenty-eight thousand dollar and no cents
WRITTEN WORDS

*NOTE: WORDS AND NUMBERS MUST MATCH. PROPOSALS OFFERING DIFFERENT AMOUNTS WILL BE REJECTED.

BID PROPOSAL MUST BE ACCOMPANIED BY THE ATTACHED BIDDER CERTIFICATION FORM.

SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH AN INSURANCE CERTIFICATE IDENTIFYING THE STATE OF RHODE ISLAND DEPARTMENT OF TRANSPORATION AS THE ADDITIONAL INSURED.

RHODE ISLAND DIVISION OF PURCHASES
HURRICANE SANDY BID PROPOSAL FORM

LIMITS OF LIABILITY ARE AS IDENTIFIED IN ITEM 31 STATE OF RHODE ISLAND CONDITIONS OF PURCHASE WHICH CAN BE VIEWED AT THE FOLLOWING WEBSITE:

http://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf

IF THE CONTRACTOR VALUE EXCEEDS $50,000 THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A PERFORMANCE AND PAYMENT BOND FOR 100% OF THE CONTRACT VALUE WITHIN THREE (3) DAYS OF REQUEST. FAILURE TO FURNISH SAID BOND WILL RESULT IN DISQUALIFICATION.

ALL WORK PERFORMED IN CONJUNCTION WITH THIS PROJECT SHALL BE COMPLETED IN ACCORDANCE WITH THE RHODE ISLAND DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2004 EDITION, COMPILATIONS OF APPROVED SPECIFICATIONS, REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONSTRUCTION CONTRACTS, GENERAL PROVISIONS, RHODE ISLAND STANDARD DETAILS, RHODE ISLAND BRIDGE STANDARD DETAILS, FEDERAL WAGE RATES, CONTRACT SPECIFIC GENERAL PROVISIONS, JOB-SPECIFIC SPECIFICATIONS, DISTRIBUTION OF QUANTITIES, APPENDICES (IF APPLICABLE).

DATE: 11/14/12

CONTRACTOR: Manafort Brothers Incorporated

SIGNATURE: Lauren Manafort

NAME: Lauren Manafort

TITLE: Secretary/Treasurer

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046
(see reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[a] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[a] a. bid/offer/application b. initial award c. post-award	[a] a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____

4. Name and Address of Report Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☑ Prime ☐ Subawardee Manafort Brothers, Inc. 414 New Britain Ave. Tier ___, if known: Plainville, CT 06062 Congressional District, if known:	Congressional District, if known:
6. Federal Department Agency:	7. Federal Progmm Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: $
10. a. Name and Address of Lobbying Entity: N/A (if individual, last name, first name, mi):	10. b. Individuals Performing Services (including address if different from No. 10a) N/A (last name, first name, mi):
11. Amount of Payment (check all that apply) N/A $ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply): N/A ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify:
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary): N/A

15. Continuation Sheet(s) SF-LLL-A attached: ☐ yes ☑ no

16.	
Information requested through this form is authorized by title 31 U.S.C. section 1352. this disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This Information will be reported to the Congress semi-annually and will be available for public inspection. any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: Lauren Manafort Print Name: Lauren Manafort Title: Secretary/Treasurer Telephone No: 860-229-4853 Date: 11/14/12

For Federal use Only:

Authorized for Local Reproduction
Standard Form – LLL-A

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: Manafort Brothers Incorporated Page 2 of 2

N/A

CONFLICTS DISCLOSURE POLICY

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- Owners;
- Directors;
- Principals;
- Officers, board members, or individuals with corporate authority;
- If the vendor is a partnership, the applicant's partners;
- If the vendor is a limited liability company, its members and managers;
- Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- Shareholders with a controlling interest.

RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: RI Contract No. 2013-DF-028

I, Lauren Manafort **hereby certify as follows:**

I am employed as a Secretary/Treasurer **[TITLE] of** Manafort Brothers Incorporated **[COMPANY]**

and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

☒ **I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.**

☐ **I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):**

NAME	TITLE	RIDOT DIVISION

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

- *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

Manafort Brothers, Incorporated

Lauren Manafort — 11/14/12

SIGNATURE **DATE**

Secretary/Treasurer

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.

RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: RI Contract No. 2013-DF-028

I, James A. Manafort, Jr. hereby certify as follows:

I am employed as a President of Manafort Brothers Incorporated
[TITLE] [COMPANY]
and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

☒ **I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.**

☐ **I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):**

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11/14/12

SIGNATURE **DATE**

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

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RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: RI Contract No. 2013-DF-028

I, Jon Manafort **hereby certify as follows:**

I am employed as a Executive Vice President **[TITLE] of** Manafort Brothers Incorporated **[COMPANY]**
and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

☒ **I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.**

☐ **I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):**

NAME	TITLE	RIDOT DIVISION

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Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

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Jon A Manafort 11/14/12

SIGNATURE **DATE**

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

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RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: RI Contract No. 2013-DF-028

I, DAVID MANAFORT hereby certify as follows:

I am employed as a VICE PRESIDENT of Manafort Brothers Incorporated
[TITLE] [COMPANY]
and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

☒ **I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.**

☐ **I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):**

NAME	TITLE	RIDOT DIVISION

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11/14/12

SIGNATURE **DATE**

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RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: RI Contract No. 2013-DF-028

I, Justin A. Manafort, Sr. **hereby certify as follows:**

I am employed as a Vice President **[TITLE]** **of** Manafort Brothers Incorporated **[COMPANY]**

and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

☒ **I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.**

☐ **I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):**

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SIGNATURE 11/14/12 **DATE**

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RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: RI Contract No. 2013-DF-028

I, BRIAN BARRETT **hereby certify as follows:**

I am employed as a CFO **[TITLE] of** Manafort Brothers Incorporated **[COMPANY]**

and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

☒ **I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.**

☐ **I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):**

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BK Brand — **SIGNATURE**

11/14/12 — **DATE**

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RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: RI Contract No. 2013-DF-028

I, Mick Taavi hereby certify as follows:

I am employed as a Senior Vice President of Manafort Brothers Incorporated
[TITLE] [COMPANY]

and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

☒ **I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.**

☐ **I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):**

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M C Taavi 11/14/12

SIGNATURE **DATE**

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RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: RI Contract No. 2013-DF-028

I, Robert J King hereby certify as follows:

I am employed as a VP Finan [TITLE] of Manafort Brothers Incorporated [COMPANY]

and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

☒ **I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.**

☐ **I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):**

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❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

VP Finan — 11/14/12

SIGNATURE **DATE**

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Lauren Manafort (name of Authorized Agent), Secretary/Treasurer (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his/her knowledge and belief, that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a pubic (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial of award, but, will be considered in determining contractor responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.

Lauren Manafort
Signature of Authorized Agent

11/14/12
Date