

State of Rhode Island and Providence Plantations Contract Offer
RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7458409
Bid/RFP Title: 2013-DF-034 HURRICANE SANDY REPAIRS SACHUEST RD, MIDDLETOWN, RI

Opening Date & Time: 1/4/2013 1:00 PM

RIVIP Vendor ID #: 39382
Vendor Name: American Site Corporation
Address: 132 Shun Pike
Johnston , RI 02919
USA

Telephone: (401) 944-8817
Fax: (401) 647-1591
E-Mail: anthony@adifazioconstruction.necoxmail.com
Contact Person: Anthony DiFazio
Title: President
R.I. Foreign Corp #:

REVISED NOTICE TO VENDORS

Effective January 1, 2013 all public works project related bids or proposals exceeding FIVE HUNDRED THOUSAND (\$500,000) DOLLARS are required to include a "public copy". All agency contract solicitations, invitations for bids, etc. shall state that any bid or proposal that exceeds FIVE HUNDRED THOUSAND (\$500,000) DOLLARS must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of FIVE HUNDRED THOUSAND (\$500,000) 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 FIVE HUNDRED THOUSAND (\$500,000) 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 R. I. Gen. Laws §37-2-18(j) and State of Rhode Island Procurement Regulations at <http://www.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 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) and the date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package must be delivered to the Division of Purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

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. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.
- N 2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.
- N 3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.
- Y 4. 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 5. 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 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 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, 2013** all public works project related bids or proposals exceeding **FIVE HUNDRED THOUSAND (\$500,000) DOLLARS**, inclusive of all proposed alternates, must include a "public copy" as required by R.I. Gen. Laws § 37-2-18(j) and the State Procurement Regulations. It is further understood that any bid or proposal in excess of **FIVE HUNDRED THOUSAND (\$500,000) DOLLARS** which does not include a copy for public inspection shall be deemed to be non-responsive.

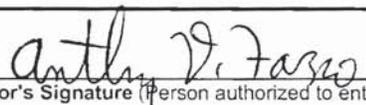
RIDOT Highway and Bridge Public Works related projects utilizing Quest Lite program only – Effective immediately, submission to the Division of Purchases of a duplicate original of a vendor's Quest Lite compatible electronic copy on a readable compact disk shall satisfy the statutory "public copy" requirements. 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.

Y 12. I/we certify that the above vendor information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-3 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #4-12 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR 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 January 4, 2013

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

Anthony Difazio, President

Name and Title of company official signing offer

Print



Solicitation Information

BID # 7458409

**TITLE: 2013-DF-034 SANDY REPAIRS TO SACHUEST ROAD
MIDDLETOWN, RI**

Submission Deadline: 1/4/13 – 1:00 P.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

PRE-BID: NONE

DISKS CONTAINING PLANS AND SPECIFICATIONS ARE ALSO AVAILABLE FOR PICK UP AT DOT, 2 CAPITOL HILL, ROOM 108, PROVIDENCE, RI BETWEEN THE HOURS OF 8:00-4:00 P.M. M-F

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.



State of Rhode Island Department of Administration
Division of Purchases

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

REVISED
December 11, 2012

NOTICE TO HIGHWAY AND BRIDGE CONTRACTORS
BIDDING ON PUBLIC WORKS PROJECTS

Effective **January 1, 2013** all Public Works related project proposals exceeding Five Hundred Thousand (\$500,000) are required to include a “public copy”. All agency contract solicitations, invitations for bids, etc. shall state that any bid or proposal that exceeds Five Hundred Thousand (\$500,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of Five Hundred Thousand (\$500,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. For further information see R.I. Gen. Laws § 37-2-18(j) and the State Procurement Regulations at www.purchasing.ri.gov. Regulation Section 5.13 entitled “Bids Governing Highway and Bridge Construction Projects” applies to all Department of Transportation public works projects exceeding Five Hundred Thousand (\$500,000) dollars and any combination of base bid plus all alternates.

Effective immediately all Rhode Island Department of Transportation Highway and Bridge contractors submitting proposals to the Division of Purchases shall submit a duplicate original of a vendor’s Quest Lite compatible electronic copy on a readable compact disc, which shall satisfy the statutory “public copy” requirement for Public Works related projects.

The following conditions are required:

5.13 BIDS GOVERNING HIGHWAY AND BRIDGE CONSTRUCTION PROJECTS

5.13.1 All proposals submitted in response to Rhode Island Department of Transportation solicitations for FHWA funded highway or bridge construction project shall include duplicate original compact disks (CD).

5.13.2 All bid proposals shall be opened publicly.

5.13.3 The Division of Purchases shall acknowledge, in the purchasing bid room, the submission by each bidder of both a paper copy of its proposal together with duplicate (2) copies of the

proposal on electronic compact disks (CD) which shall be compatible with software required the Rhode Island Department of Transportation pursuant to Section 12 of these regulations.

5.13.4 If the software program utilized by the Rhode Island Department of Transportation in accordance with Section 12 of these regulations is inoperable during the bid opening, then the Division of Purchases may read the bid price from the submitted hard copy and make the electronic version available for public inspection when the software program is online and properly functioning. Alternatively, the Purchasing Agent or his or her designee may document all proposals received and continue a bid opening for a date and time when the software is online and functioning. An addendum shall be posted for public viewing on the Rhode Island Vendor Information Program indicating the date and time for continuation of the bid opening.

5.13.5 All bids received at the initial bid opening shall be securely held within the Division of Purchases and no additional proposals, documents, or amendments thereto will be accepted by the Division of Purchases. The Division of Purchases shall not modify or amend a solicitation once bid opening has commenced.

5.13.6 An abstract copy of all responsive bid proposals which includes itemized pricing and total summary shall be posted for public viewing on the Rhode Island Vendor Information Program by the close of business on the day of bid opening.

NOTE: Contractor's must follow all instructions relating to Electronic bidding procedures Quest Lite Upgrade which are defined in the "Notice to Highway and Bridge Contractors" amended January 1, 2011.

NOTE: Failure to submit a duplicate original electronic file in high density (HD) compacted disk (CD) generated from the Quest Lite software marked "public copy", as required by R.I.Gen. Laws § 37-2-18(j), as amended, shall result in the disqualification of said bid.

For technical assistance, contact the Division of Purchases office at 574-8100.

RHODE ISLAND DIVISION OF PURCHASES
HURRICANE SANDY BID PROPOSAL FORM



PROJECT NO. 2013-DF-034

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-012 \$ 894,000.00

\$ 894,000.00
NUMERICAL

\$ Eight Hundred Ninety-four Thousand Dollars and zero 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 TRANSPORTATION 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:

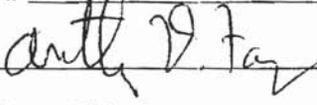
<http://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>

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: January 4, 013

CONTRACTOR: American Site Corporation

SIGNATURE: 

NAME: Anthony Difazio

TITLE: President

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)

<p>1. Type of Federal Action:</p> <p><input checked="" type="checkbox"/> A</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input checked="" type="checkbox"/> A</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type:</p> <p><input checked="" type="checkbox"/> A</p> <p>a. initial filing b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Report Entity: American Site Corp.</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="text-align: center;">N/A</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department Agency:</p> <p>Federal Highway Administration</p>	<p>7. Federal Program Name/Description: Hurricane Sandy Repairs Sachuest Rd., Middletown, RI</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p> <p style="text-align: center;">N/A</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$</p>	
<p>10. a. Name and Address of Lobbying Entity:</p> <p style="text-align: center;">N/A</p> <p>(if individual, last name, first name, mi):</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a)</p> <p>(last name, first name, mi): N/A</p>	
<p>11. Amount of Payment (check all that apply)</p> <p>\$ N/A <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: N/A</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature N/A value _____</p>		
<p>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):</p> <p style="text-align: center;">N/A</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>		
<p>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.</p>	<p>Signature: <u>Anthony D. Fazio</u></p> <p>Print Name: <u>Anthony Difazio</u></p> <p>Title: <u>President</u></p> <p>Telephone No: <u>(401) 647-4400</u> Date: <u>1/4/13</u></p>	
<p>For Federal use Only:</p>	<p style="text-align: right;">Authorized for Local Reproduction Standard Form - LLL-A</p>	

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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.

CONFLICTS DISCLOSURE STATEMENT

RE: Bid/RFP Number: 7458409

Bid/RFP Title: 2013-DF-034 Hurricane Sandy Repairs Sachuest Rd., Middletown, RI

I, Anthony Difazio hereby certify as follows:I am employed as a President of American Site Corporation
[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

*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.

Anthony Difazio
SIGNATURE

1/4/13

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.

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.

**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 Anthony Difazio (name of Authorized Agent), President (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 public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes 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.

Anthony Difazio, President
Signature of Authorized Agent

1/4/13
Date

Revised: 4/12/2002

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT
[Unsworn Declaration]**

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Director of Public Roads of the contract for this work, that there be filed an unsworn declaration executed by, on behalf of, the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This unsworn statement shall be in the form of a declaration executed under penalty of perjury under the laws of the United States.

To the: **STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF TRANSPORTATION, DIVISION OF PUBLIC WORKS**

State of RI

County of Providence

I, Anthony Difazio, President, under penalty under the laws of the United States, do depose and say:

On behalf of American Site Corp., of Johnston that said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Rhode Island Contract Number , Federal-Aid Project Number , County of , Town-City , Road-Bridge .

HURRICANE SANDY DAMAGE GUIDELINES

Hurricane Sandy Damage Proposal Protocol

1. Talk with Engineering to obtain photos or take your own for repair location.
2. Verify scope with engineering and your supervisor.
3. Meet with a minimum of two contractors together at the site to discuss the scope of restoration. Obtain proposal from the two contractors, within 24 hours, and forward to the main office. Proposal for work should be lump sum based on the estimated scope from discussions with you and engineering, and supervisor. The contractor's proposal must include schedule for start and completion for work as well as a bond (for restoration/repair work over \$50,000 only).
4. Contract Administration office will provide a letter of approval to start work and Construction Management Office will authorize RE to start work
5. Construction Management Office to give copies of proposal and projected completion date to Engineering Office to update spreadsheet.
6. Engineering will set up paperwork for FHWA funding
7. Resident Engineer/Inspector to document activity using daily activity reports and photos.
8. Supervisor must be notified of completed work, perform final inspection with Office of Quality Compliance and Review to accept work and authorize payment.

General Guidelines

1. All work and materials must comply with RI Standards and Specifications.
2. Stay within the original scope of work unless otherwise approved by Construction Management Office.
3. Erosion controls are required, where appropriate
4. All traffic controls must be installed per the MUTCD

Construction Guidelines

1. Repairs are to be kept to a minimum, but restored to original line and grade
2. Materials section must be contacted accordingly for appropriate test as required
3. Paved shoulder repairs/roadways should be leveled, backfilled with appropriate material, compacted, paved and striped
4. All paved shoulder/roadway restoration, cut and match line, should be located on the roadway edge line. If the washout is beyond the edge line the cut and match line should be the center of the travel lane. If greater

than ½ of the travel lane... cut and match at the centerline of the roadway.

DO NOT LOCATE JOINTS IN THE WHEELPATH

Roadway repairs should include, but not be limited to the following. Saw cut pavement, remove pavement, backfill with gravel borrow subbase and restore flexible pavement in-kind.

5. Landscape shoulders must be restored and stabilized with appropriate materials such as jute mesh, fabric or just plantable soil and seed
6. If the roadway/bridge is closed, this will be considered a priority and the contractor should base his proposal on working a minimum of 12 hours per day and work will take place six days per week, Monday thru Saturday.
7. If the roadway/bridge is open to traffic, the contractor proposal should be based on a minimum 8 hours per day and work will take place six days per week, Monday thru Saturday
8. We do not anticipate any overnight work at this time
9. Holiday work is required except on Thanksgiving Day, Christmas Day and New Year's Day

RI Contract No. 2013-DF-034
Hurricane Sandy

SACHUEST POINT ROAD IN MIDDLETOWN
(HRS-012 attached)

The Contractor shall not use private property to store equipment or materials without written approval of the property owner. All work must be completed from the State Right-of-Way and National Wildlife Refuge lands. No areas shall be disturbed outside the limits of work.

RIDOT will pay for police when they are used. The contractor is required to include flaggers in their bid.

All RIDOT Standard Specifications, latest Compilations and Material Testing requirements apply to this contract.

Milestone Completion Date January 31, 2013; the following work must be completed:

- Remove all debris, riprap/concrete slabs, and sand from the roadway and stockpile on either side of the roadway to a height no greater than 4 feet.
- Establish temporary passable roadway surface, which is smooth and free of humps or depressions.

Substantial Completion Date April 30, 2013; all remaining work must be completed.

The contractor shall not leave exposed gravel on the roadway through the winter.

Should dewatering be necessary, it shall be included in the lump sum cost.

Payment of Lump Sum items will be based on the percentage of work completed. The State will hold 10% of the Lump Sum item until Final Acceptance. A 3% retainage will not be held.

All Construction Layout and Survey shall be included in the lump sum cost.

All pavement layer thickness shall be as required in the project scope. All areas where pavement is removed must be restored within 3 days or the end of the work week.

All pavement markings will be epoxy resin.

Performance Bonds and Insurance are required for all work over \$50,000.

Test pits are required to verify the wall foundation depth for fabric placement on the landfill slope.

The contractor shall certify with their bid that they have sufficient resources to complete the work without having an effect on any existing emergency repair contracts or other RIDOT contracts.

Latest Federal Wage rates shall apply.

Subcontractor agreements must be submitted and accepted by the Department.

RIDOT Hurricane Sandy Guidelines are also attached for your information.

Traffic Control shall conform to the 2009 Manual on Uniform Traffic Control Devices and attached Traffic Related Work Restrictions and temporary traffic control setups.

Approved Class 12.5, and Class 19 mixes shall be used and shall incorporate an approved warm mix additive at the appropriate dosage rate.

In-place recycling will not be considered.

Any costs associated with cold or inclement weather work shall be included in the lump sum cost.

The Contractor shall check and verify the location of all existing utilities both underground and overhead in accordance with the "Dig Safe Program Law" enacted by Rhode Island Legislation. The Contractor should be aware that not all utilities subscribe to the Dig Safe program. If utilities are found to be present, it is the Contractor's responsibility to ensure that all utility companies have been notified and all utilities have been marked prior to commencing work. Any damage to existing utilities shall be replaced or repaired to the satisfaction of the Engineer at no additional cost to the State.

Any damage to the drainage system/utilities caused by the Contractor will be fixed at the Contractor's expense.

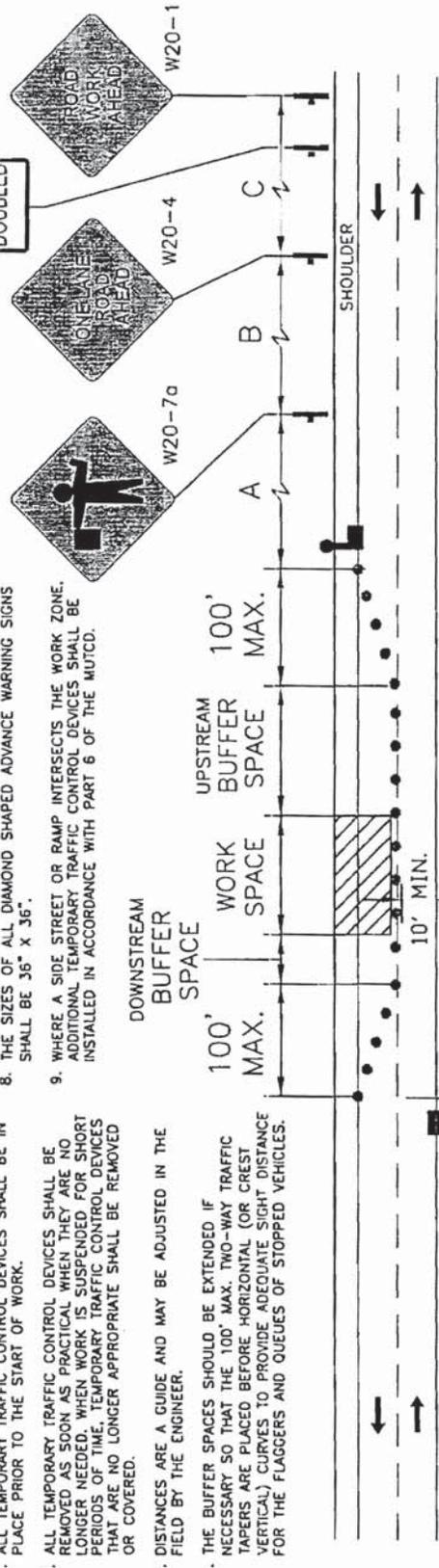
Any damage to the existing stone wall or landfill cap caused by the Contractor will be fixed at the Contractor's expense.

NOTES:

1. ALL TEMPORARY TRAFFIC CONTROL SET-UPS AND DEVICES AND THEIR INSTALLATION, MAINTENANCE, AND REMOVAL SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) WITH ALL REVISIONS, AND THE LATEST EDITION OF THE "TRIPLET STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" WITH ALL REVISIONS.
2. ALL TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO THE START OF WORK.
3. ALL TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE REMOVED AS SOON AS PRACTICAL WHEN THEY ARE NO LONGER NEEDED. WHEN WORK IS SUSPENDED FOR SHORT PERIODS OF TIME, TEMPORARY TRAFFIC CONTROL DEVICES THAT ARE NO LONGER APPROPRIATE SHALL BE REMOVED OR COVERED.
4. DISTANCES ARE A GUIDE AND MAY BE ADJUSTED IN THE FIELD BY THE ENGINEER.
5. THE BUFFER SPACES SHOULD BE EXTENDED IF NECESSARY SO THAT THE 100' MAX. TWO-WAY TRAFFIC TAPERS ARE PLACED BEFORE HORIZONTAL (OR CREST VERTICAL) CURVES TO PROVIDE ADEQUATE SIGHT DISTANCE FOR THE FLAGGERS AND QUEUES OF STOPPED VEHICLES.

6. MAXIMUM SPACING OF CHANNELIZATION DEVICES IN THE 100' MAX. TWO-WAY TRAFFIC TAPERS IS 25 FEET. MAXIMUM SPACING OF CHANNELIZATION DEVICES IN A TANGENT SECTION IS EQUAL IN FEET TO TWO TIMES THE SPEED LIMIT IN MPH.
7. MINIMUM LANE WIDTH IS TO BE 10 FEET UNLESS OTHERWISE SHOWN. MINIMUM LANE WIDTH TO BE MEASURED FROM THE EDGE OF CHANNELIZATION DEVICES OR TEMPORARY BARRIER.
8. THE SIZES OF ALL DIAMOND SHAPED ADVANCE WARNING SIGNS SHALL BE 36" X 36".
9. WHERE A SIDE STREET OR RAMP INTERSECTS THE WORK ZONE, ADDITIONAL TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH PART 6 OF THE MUTCD.

WORKZONE!
TRAFFIC FINES DOUBLED
 R.I.Std. 27.1.1
 (SEE STD. FOR SIZES AND INSTALL LOCATION)



BUFFER LENGTHS

Speed Limit	Upstream Buffer Space* (Feet)
25 MPH	55
30 MPH	85
35 MPH	120
40 MPH	170
45 MPH	220
50 MPH	280

* Suggested

MINIMUM ADVANCE WARNING SIGN SPACING

Posted Speed Limit & Location	Distance Between Signs (Feet)		
	A	B	C
30 MPH OR LESS in URBAN OR RURAL AREA	100	100	100
35 MPH OR GREATER in URBAN AREA	350	350	350
35 MPH OR GREATER in RURAL AREA	500	500	500

R.I.Std. 27.1.1



TYPICAL LANE CLOSURE ON TWO-LANE ROADWAY

RHODE ISLAND
 DEPARTMENT OF TRANSPORTATION
 TEMPORARY TRAFFIC CONTROL PLAN

NOT TO SCALE

DATE: 12-23-08

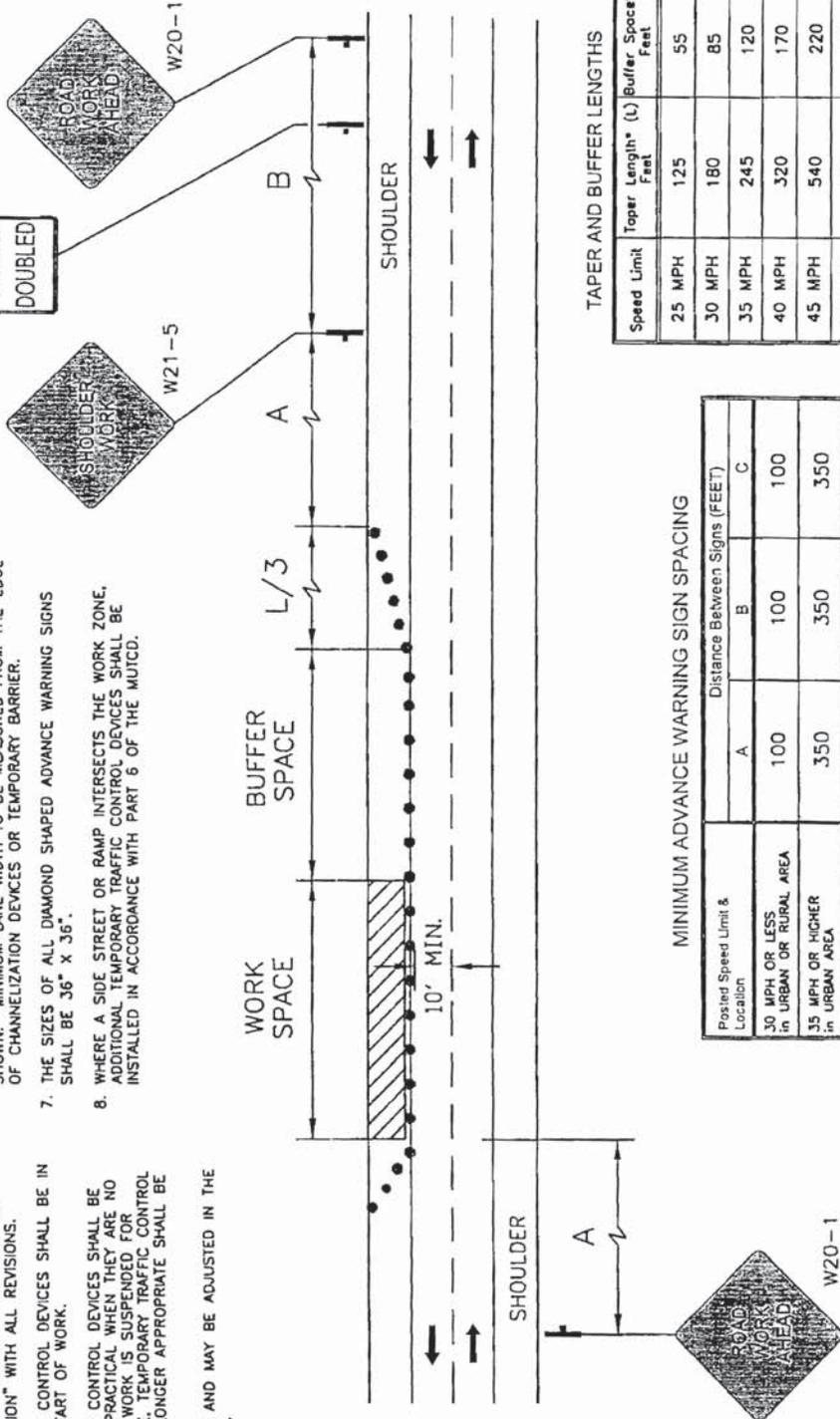
NOTES:

1. ALL TEMPORARY TRAFFIC CONTROL SET-UPS AND DEVICES AND THEIR INSTALLATION, MAINTENANCE, AND REMOVAL SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) WITH ALL REVISIONS, AND THE LATEST EDITION OF THE "RIGID STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" WITH ALL REVISIONS.
2. ALL TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO THE START OF WORK.
3. ALL TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE REMOVED AS SOON AS PRACTICAL WHEN THEY ARE NO LONGER NEEDED. WHEN WORK IS SUSPENDED FOR SHORT PERIODS OF TIME, TEMPORARY TRAFFIC CONTROL DEVICES THAT ARE NO LONGER APPROPRIATE SHALL BE REMOVED OR COVERED.
4. DISTANCES ARE A GUIDE AND MAY BE ADJUSTED IN THE FIELD BY THE ENGINEER.

5. MAXIMUM SPACING OF CHANNELIZATION DEVICES IN A TAPER IS EQUAL IN FEET TO THE SPEED LIMIT IN MPH. MAXIMUM SPACING OF CHANNELIZATION DEVICES IN A TANGENT SECTION IS EQUAL IN FEET TO TWO TIMES THE SPEED LIMIT IN MPH.
6. MINIMUM LANE WIDTH IS TO BE 10 FEET UNLESS OTHERWISE SHOWN. MINIMUM LANE WIDTH TO BE MEASURED FROM THE EDGE OF CHANNELIZATION DEVICES OR TEMPORARY BARRIER.
7. THE SIZES OF ALL DIAMOND SHAPED ADVANCE WARNING SIGNS SHALL BE 36" x 36".
8. WHERE A SIDE STREET OR RAMP INTERSECTS THE WORK ZONE, ADDITIONAL TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH PART 6 OF THE MUTCD.

WORK ZONE
TRAFFIC FINES DOUBLED

R.I.Std. 27.1.1
(SEE STD. FOR SIZES AND INSTALL LOCATION)



TAPER AND BUFFER LENGTHS

Speed Limit	Taper Length* (L) Feet	Buffer Space** Feet
25 MPH	125	55
30 MPH	180	85
35 MPH	245	120
40 MPH	320	170
45 MPH	540	220
50 MPH	600	280

* Required
** Suggested

MINIMUM ADVANCE WARNING SIGN SPACING

Posted Speed Limit & Location	Distance Between Signs (FEET)		
	A	B	C
30 MPH OR LESS in URBAN OR RURAL AREA	100	100	100
35 MPH OR HIGHER in URBAN AREA	350	350	350
35 MPH OR HIGHER in RURAL AREA	500	500	500



TYPICAL SHOULDER CLOSURE ON TWO-LANE ROADWAY

RHODE ISLAND
DEPARTMENT OF TRANSPORTATION
TEMPORARY TRAFFIC CONTROL PLAN

NOT TO SCALE

DATE: 12-23-08

HURRICANE SANDY DAMAGE INVENTORY

TOWN OF MIDDLETOWN
DECEMBER 21, 2012

SACHUEST POINT ROAD

HRS-012

Waves and flooding have damaged Sachuest Point Road. The repair of the roadway shall follow the attached plans and includes the following:

Milestone Completion Date January 31, 2013:

- Install Erosion Controls
- Stockpile excess rip-rap/concrete slabs on either side of the roadway to a height no greater than 4 feet
- Remove and dispose flexible pavement and place gravel and temporary pavement as necessary, to the satisfaction of the Engineer, in order to establish temporary passable roadway surface, which is smooth and free of humps or depressions.

Substantial Completion Date April 30, 2013:

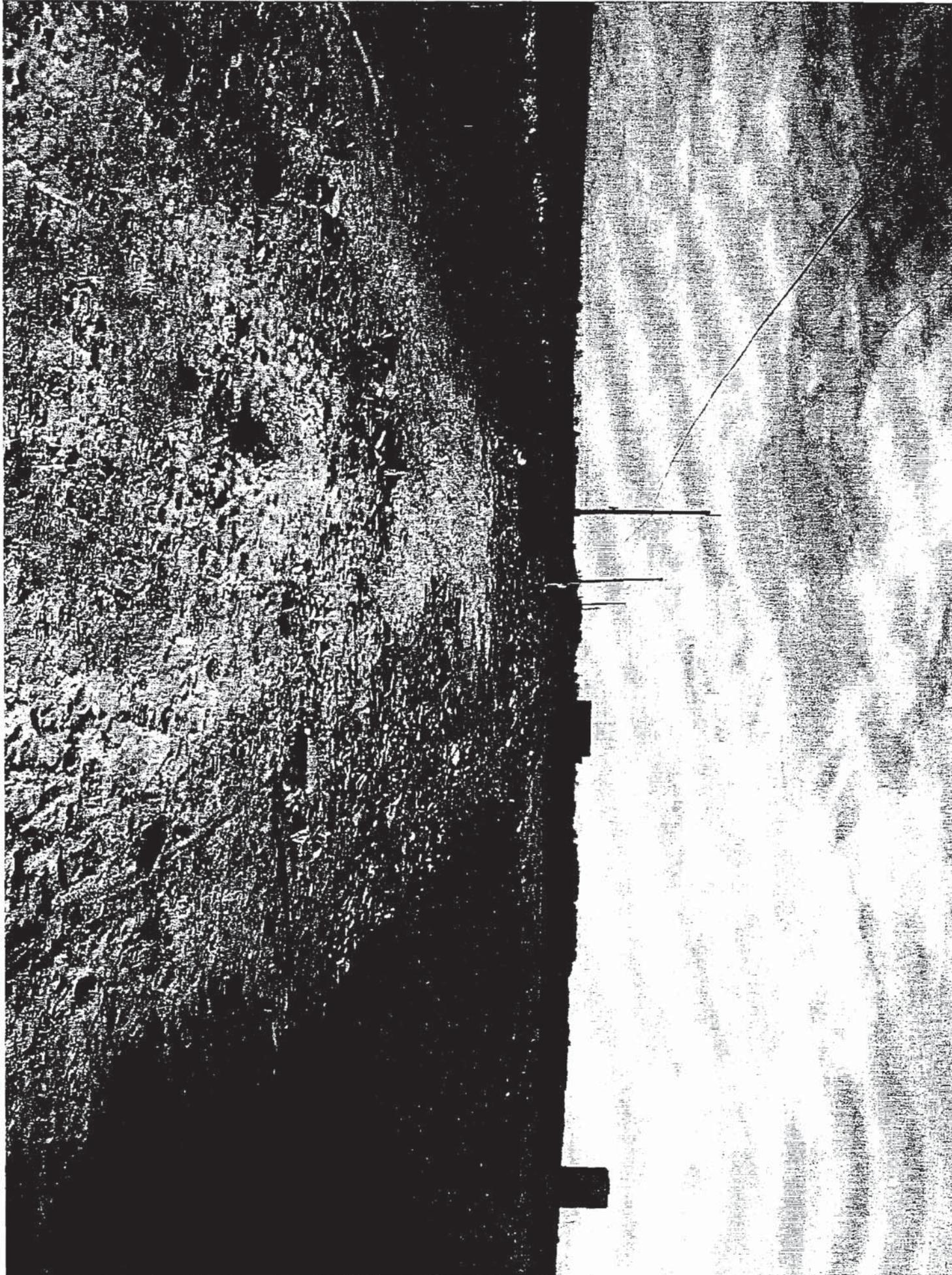
- Remove and dispose fence
- Remove, screen, and reset sand and remove and dispose debris
- Remove and salvage rip-rap/concrete slabs, screen and reset sand, and remove and dispose debris
- Install salvaged riprap/concrete slabs on landfill slope
- Survey existing roadway centerline and edge of pavement horizontal and vertical position at a minimum of 50-foot intervals.
- Provide proposed centerline and edge of pavement elevations for all of the survey points in Excel format, which shall include the coordinates for each elevation. The Contractor shall submit the Excel file to the Engineer and Crossman Engineering (151 Centerville Road, Warwick, RI 02886; 401-738-5660) at the same time. The elevations will be reviewed within 7 business days of the submission.
- The Contractor shall not commence with the placement of the new roadway until the proposed centerline and edge of pavement elevations are approved by the Engineer. This survey shall be considered as construction layout and shall conform to Section 934 of the Specifications.
- Dispose excess rip-rap/concrete slabs
- Remove and dispose flexible pavement and gravel borrow subbase
- Excavate earth
- Place common borrow
- Trim and fine grade

- Place new roadway/shoulder: 2 inches Class 12.5, 4 inches Class 19 with asphalt emulsion tack coat, 6 inches gravel borrow subbase, 8-ounce non-woven filter fabric, 6 inches crushed stone base, heavy duty woven geotextile
- Place stone rip-rap
- Place armor stone, 4-ton minimum
- Place 6-inch crushed-stone bedding for rip-rap
- Place filter fabric for riprap
- Clean and sweep pavement
- Cut and match asphalt
- Loam and seed 4-inch depth
- Install parking signs
- Place epoxy resin pavement markings
- Provide an as-built survey of all work performed
- Traffic Control shall conform to the 2009 Manual on Uniform Traffic Control Devices and attached temporary traffic control setups.

The limits of work are from Third Beach Road to the Sachuest Point National Wildlife Refuge gate, a distance of approximately 3100 feet.

The Contractor shall avoid damaging the existing shrubs and vegetation to the maximum extent practicable.

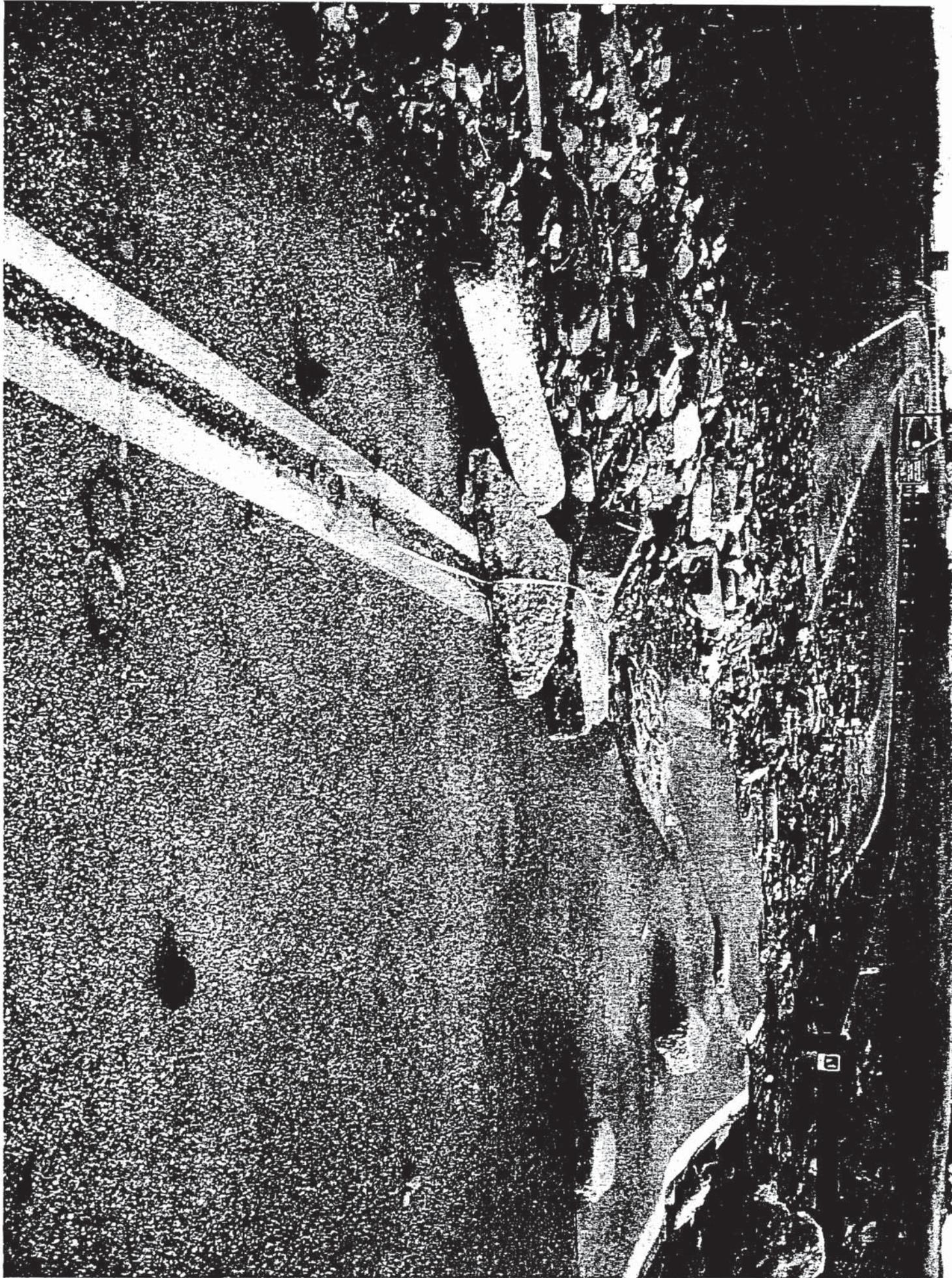
Any damage to the existing stone wall or landfill cap caused by the Contractor will be fixed at the Contractor's expense.













BID BOND

CONTRACTOR:

(Name, legal status and address)
American Site Corp.
132 Shun Pike
Johnston, RI 02919

SURETY:

North American Specialty Insurance Company
475 N. Martingale Road, Suite 850
Schaumburg, IL 60173

OWNER:

(Name, legal status and address)
R.I. Department of Transportation

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

BOND AMOUNT: Five Percent of Bid Amount (5% of bid)

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

PROJECT:

(Name, location or address, and Project number, if any)
Hurricane Sandy Repairs Sachuest Rd, Middletown, RI
2013-DF-034

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 4th day of January 2013

(Witness)

American Site Corp.
(Principal) PRESIDENT (Seal)
(Title)

(Witness)

North American Specialty Insurance Company
(Surety) (Seal)
(Title) Lisa M. Kurtz, Attorney-in-fact

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

MICHAEL F. METAYER, LISA M. KURTZ and ANNE SHATTUCK

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

“RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



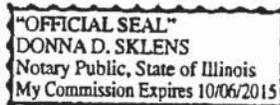
By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of June, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 26th day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 4th day of January, 2013.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company