

"PUBLIC COPY"

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

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFP Number:** 7461217A3  
**Bid/RFP Title:** 2013-DF-053 HURRICANE SANDY REPAIRS - NARRAGANSETT/IVERTON - ADDENDUM 3 (11 PGS)  
**Opening Date & Time:** 3/1/2013 3:00 PM  
**RIVIP Vendor ID #:** 221  
**Vendor Name:** Cardi Corporation  
**Address:** 400 Lincoln Ave.  
Warwick, RI 02888  
USA  
**Telephone:** (401) 739-8300  
**Fax:** (401) 732-0006  
**E-Mail:** sacardi@cardi.com  
**Contact Person:** Carl C. Engle  
**Title:** Vice President/Chief Engineer  
**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](http://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](http://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](http://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):

- 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.
- 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.
- 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.
- 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.
- 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".
- 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.
- 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.
- 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.
- 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
- 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](http://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.

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](http://www.purchasing.ri.gov).

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.

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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.

*Stephen A. Cardi II* Date 3/1/13  
Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

STEPHEN A. CARDI II, VICE PRESIDENT Print  
Name and Title of company official signing offer

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Cardi Corporation

400 Lincoln Avenue, Warwick, RI 02888

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of MA

as Surety, hereinafter called the Surety, are held and firmly bound unto State of Rhode Island

One Capitol Hill, Providence, RI 02908

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

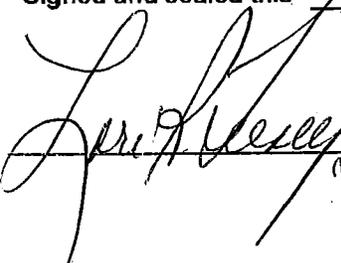
Dollars (\$ \_\_\_\_\_ 5% \_\_\_\_\_ ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RI Contract #2013-DF-053, Hurricane Sandy Repairs, Narragansett and Tiverton

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 12th day of February, 2013

  
(Witness)

Cardi Corporation

(Principal)

(Seal)

By:

  
(Title)

Liberty Mutual Insurance Company

(Surety)

(Seal)

By:

  
Attorney-in-Fact Joann Dombrowski (Title)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4784186

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint JOANN DOMBROWSKI, RUSSELL M. CANTERBURY, MARION R. VAIL, WOODROW M. BAIRD, ALL OF THE CITY OF FARMINGTON, STATE OF CONNECTICUT.....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIVE HUNDRED MILLION AND 00/100 DOLLARS (\$ 500,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 17th day of August 2011



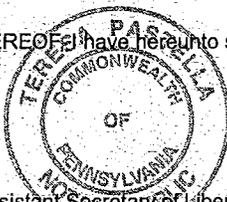
LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 17th day of August, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 12th day of February, 2013.

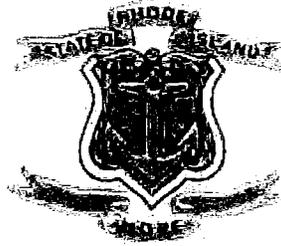


By Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

RHODE ISLAND DIVISION OF PURCHASES  
HURRICANE SANDY BID PROPOSAL FORM



PROJECT NO. 2013-DF-053

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-034	Clean and sweep pavement and sidewalks; clean, flush, and video drainage system	\$ <u>15,000.<sup>00</sup></u>
	Pavement	\$ <u>110,000.<sup>00</sup></u>
	Drainage structures and utility grate repairs/replacement	\$ <u>7,000.<sup>00</sup></u>
	Sidewalk and curbing repairs	\$ <u>33,000.<sup>00</sup></u>
	Loam and seed; misc. repairs	\$ <u>200,000.<sup>00</sup></u>
	Total	\$ <u>365,000.<sup>00</sup></u>
HRS-035	Clean and sweep pavement and sidewalks; clean, flush, and video drainage system	\$ <u>12,000.<sup>00</sup></u>
	Pavement	\$ <u>50,000.<sup>00</sup></u>
	Drainage structures and utility gate repairs/replacement	\$ <u>1,000.<sup>00</sup></u>
	Sidewalk and curbing repairs	\$ <u>26,000.<sup>00</sup></u>
	Loam and seed; misc. repairs	\$ <u>11,000.<sup>00</sup></u>

RHODE ISLAND DIVISION OF PURCHASES  
HURRICANE SANDY BID PROPOSAL FORM

Total \$ 100,000.<sup>00</sup>

HRS-041 \$ 70,000.<sup>00</sup>

HRS-042 \$ 26,000.<sup>00</sup>

HRS-043 \$ 625,000.<sup>00</sup>

HRS-044 \$ 26,000.<sup>00</sup>

HRS-046 \$ 556,000.<sup>00</sup>

\$ 1,768,000.<sup>00</sup>

NUMERICAL

\$ ONE MILLION SEVEN HUNDRED SIXTY EIGHT THOUSAND DOLLARS, 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 TRANSPORTATION AS THE ADDITIONAL INSURED. 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.

RHODE ISLAND DIVISION OF PURCHASES  
HURRICANE SANDY BID PROPOSAL FORM

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: 2/22/13

CONTRACTOR: CARD CORPORATION

SIGNATURE: [Signature]

NAME: STEPHEN A. CARD II

TITLE: VICE PRESIDENT

**RI Contract No. 2013 DF-053**

**Hurricane Sandy Damage Repairs to**

**Winnapaug Road, Atlantic Avenue, and Wawaloam Drive, Westerly, RI  
(HRS's # 034, 035, and 044 attached)**

**Bonnet Point Road, Colonel John Gardner Road, and Ocean Road  
Narragansett, RI  
(HRS's # 041, 042, and 043 attached)**

**and**

**Riverside Drive, Tiverton, RI  
(HRS-046 attached)**

## **RI Contract No. 2013-DF-053**

### **Hurricane Sandy Damage Repairs to: Winnapaug Road, Atlantic Avenue, and Wawaloam Drive in Westerly Bonnet Point Road, Colonel John Gardner Road, and Ocean Road in Narragansett Riverside Drive in Tiverton (HRS-034, HRS-035, HRS-041, HRS-042, HRS-043, HRS-044 and HRS-046 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. No areas shall be disturbed outside the limits of work.

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

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

All work associated with HRS-034, HRS-035, HRS-041, HRS-042, HRS-043, and HRS-044 must be completed by May 15, 2013.

All work associated with HRS-046 must be completed by July 25, 2013.

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.

No additional payment will be made for material, equipment, labor or incidentals necessary to perform operations during cold or inclement weather. Any additional costs associated with cold or inclement weather work will be considered incidental to the respective items for which the costs incurred.

The contractor should be aware that construction may be affected by the cycles of the ocean tides which are included as part of the site conditions.

The contractor shall submit their temporary water diversion plan to the RIDOT for review. The approval process will not be required. RIDOT will review within 2 days of receipt.

All Construction Layout and Survey will be incidental to this Contract.

All pavement layer thickness shall 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 painted.

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

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.

MUNICIPAL CONTACT INFORMATION:

NARRAGANSETT DEPARTMENT  
OF PUBLIC WORKS  
260 Westmoreland Street  
Narragansett, RI 02882  
David E. Ousterhout  
Director  
401-782-0687

Narragansett Police Department  
Chief Dean Hoxsie  
401-789-1091

NARRAGANSETT WATER  
DIVISION  
25 Fifth Avenue  
Narragansett, RI 02882  
Edward Sylvia, Jr.  
Water Superintendent  
401-782-0639

Narragansett Fire Department  
Chief James J. Cotter  
401-789-1000

WESTERLY DEPARTMENT OF  
PUBLIC WORKS  
35 Larry Hirsch Lane  
Westerly, RI 02891  
Paul LeBlanc  
Town Engineer  
401-348-2562

Westerly Police Department  
Chief Edward St. Clair  
401-596-2022

WESTERLY WATER  
DEPARTMENT  
68 White Rock Road  
Westerly, RI 02891  
Paul Corina  
Utilities Superintendent  
401-348-2561

Westerly Fire Department  
Chief John Mackay  
401-596-0402

TIVERTON DEPARTMENT OF  
PUBLIC WORKS  
50 Industrial Way  
Tiverton, RI 02878  
Stephen Berlucchi, PE  
Director  
401-625-6760  
401-625-6783 (Fax)

Tiverton Police Department  
Chief Thomas Blakey  
401-625-6454

TIVERTON WATER  
DEPARTMENT  
Stone Bridge Fire District  
1761 Main Road  
Tiverton, RI 02878  
Carl J. Destremps  
Superintendent  
401-624-4486  
401-625-1502 (Plant Number)

Tiverton Fire Department  
Chief Robert Lloyd  
401-625-6707

NATIONAL GRID – GAS  
100 Weybosset Street  
Providence, RI 02903  
Albert Marsocci Jr., PE  
Manager, Engineering & Design  
401-272-5040 Ext 5697

# 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

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower tier Covered Transactions

*Instructions for Certification*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower

Tier Covered Transaction, "without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions*

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.5 10, the prospective primary participant

STEPHEN A. CARO II, VICE PRESIDENT, being duly sworn (or executed 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.

*[Handwritten Signature]*

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Certification for Federal-Aid Construction/Consultant Contracts

**IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:**

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

(R.I.D.O.T. APPENDIX C)

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

1. Type of Federal Action:  <b>A -</b>	2. Status of Federal Action:  <b>A .</b>	3. Report Type: <b>A</b>  For Material Change Only: year quarter Date of last report
4. Name and Address of Report Entity: <b>CARDI CORPORATION</b> Congressional District, if known: <b>400 LINCOLN AVE.</b> <b>WARWICK, RI</b> <b>02888</b>	5. If Reporting Entity in No. 4 is Subawardee, Name and Address of Prime:  <b>N/A</b> Congressional District, if known:	
6. Federal Department Agency: <b>FEDERAL HIGHWAY ADMINISTRATION</b>	7. Federal Program Name/Description: <b>HURRICANE SANDY</b> CFDA Number, if applicable: <b>REPAIRS TO NARRAGANSETT / TIVERTON</b>	
8. Federal Action Number, if known: <b>2013-DF-053</b>	9. Award Amount, if known: <b>\$ 1,768,000.00</b>	
10. a. Name and Address of Lobbying Entity:  <b>N/A</b>	10. b. Individuals Performing Services (including address if different from No. 10a)  <b>N/A</b>	
11. Amount of Payment (check all that apply)  Actual Planned <b>N/A</b>	13. Type of Payment:  <input type="checkbox"/> Retainer <input type="checkbox"/> One <input type="checkbox"/> Contingent Fee <input type="checkbox"/> Time Fee <input type="checkbox"/> Deferred <input type="checkbox"/> Commission <input type="checkbox"/> Other; Specify;  <b>N/A</b>	
12. Form of Payment:  Cash <b>N/A</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:  <b>N/A</b>		
15. 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.		
For Federal user Only:	Authorized for Local Reproduction Standard Form - LLL	

# 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 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: RI CONTRACT # 2013-DF-053, HURRICANE SANDY REPAIRS TO NARRAGANSETT/TIVERTON

I, STEPHEN A. CARO II hereby certify as follows:

I am employed as a VICE PRESIDENT of CARO 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.*

SCARO II 3/1/13  
 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.

*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.*

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 KENT

I, STEPHEN A. CARD II, Vice President, under penalty under the laws of the United States, do depose and say:

On behalf of CARD CORPORATION, of WARWICK, RI 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.



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 #7461217

**TITLE: 2013-DF-053 HURRICANE SANDY REPAIRS -  
NARRAGANSETT AND TIVERTON**

**OPENING DATE AND TIME: 2/22/13 - 1:00 P.M. (NOTE CHANGE)**

Prospective bidders and all concerned are hereby advised of the attached changes/modifications for the above referenced RFQ and are hereby requested to change their copies accordingly.

**The bid opening date and time have been changed as follows:**

**From: 2/15/13 - 1:00 p.m.  
To: 2/22/13 - 1:00 p.m.**

**LISA HILL  
CHIEF BUYER**

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

*CARDI CORPORATION*  
Company Name (Print)

  
Signature of Authorized Representative



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 #2**

RFQ #7461217

**TITLE: HURRICANE SANDY REPAIRS –  
NARRAGANSETT/TIVERTON**

**OPENING DATE AND TIME: 2/22/13 – 1:00 P.M.**

Prospective bidders and all concerned are hereby advised of the attached changes/modifications for the above referenced RFQ and are hereby requested to change their copies accordingly.

**\*\*\* SEE ATTACHED \*\*\***

LISA HILL  
CHIEF BUYER

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

CARDI CORPORATION  
Company Name (Print)

  
Signature of Authorized Representative



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 #3**

RFQ #7461217

TITLE: RIC #2013-DF-053 HURRICANE SANDY REPAIRS –  
NARRAGANSETT/TIVERTON

OPENING DATE AND TIME: 3/1/13 – 3:00 P.M. (NOTE CHANGE)

Prospective bidders and all concerned are hereby advised of the attached changes/modifications for the above referenced RFQ and are hereby requested to change their copies accordingly.

The bid opening date and time have been changed as follows:

From: 2/22/13 – 1:00 p.m.

To: 3/1/13 – 3:00 p.m.

Attached forms require completion and submission with bid response.

LISA HILL  
CHIEF BUYER

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

CARD CORPORATION  
Company Name (Print)

[Handwritten Signature]  
Signature of Authorized Representative