

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

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFP Number:** 7484384A3  
**Bid/RFP Title:** CONSTRUCTION SVCS. FOR THE RECONSTRUCTION OF THE JL CURRAN UPPER RESERVOIR-ADDENDUM 3 (5 PGS & ZIP)  
**Opening Date & Time:** 9/12/2013 10:00 AM  
**RIVIP Vendor ID #:** 22861  
**Vendor Name:** Manafort Brothers Inc.  
**Address:** 414 New Britain Ave  
Po Box 99  
Plainville , CT 06062  
USA  
**Telephone:** (860) 229-4853  
**Fax:** (860) 747-5299  
**E-Mail:** bill@manafortbrothers.com  
**Contact Person:** William Manafort  
**Title:** Vice President  
**R.I. Foreign Corp #:**

**REVISED NOTICE TO VENDORS**

Effective January 1, 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.

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

Date 9/12/13

James A. Manafort, Jr., President  
Name and Title of company official signing offer

Print

**SECTION 610**  
**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

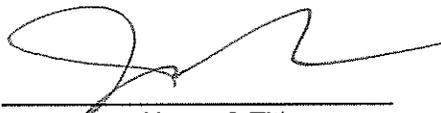
That we, Manafort Brothers Incorporated as Principal,  
and Western Surety Company as Surety,  
are held and firmly bound unto the State of Rhode Island, as Obligee, in the sum of  
five percent of amount bid dollars (\$ 5% ),  
well and truly to paid, and for the payment of which we and each of us hereby bind ourself, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for the Reconstruction of Curran Upper Reservoir  
Dam, Cranston, Rhode Island.

NOW, THEREFORE, if the State of Rhode of Island shall accept the bid of the Principal and the  
Principal shall enter into a Contract with the State of Rhode Island 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 material 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 State of Rhode Island the  
difference not to exceed the penalty hereof between the amount specified in said bid and such larger  
amount for which the State of Rhode Island 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.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument  
at Providence, Rhode Island, this 12 day of September 2013.

WITNESS: Manafort Brothers Incorporated  
(Principal)

By:   
Name & Title  
(Affix Corporate Seal)  
James A. Manafort Jr., President  
Western Surety Company

(Surety)  
By:   
Holly L. Lynch. Attorney-in-fact  
(Affix Corporate Seal Here)

FEIN No. 46-0204900  
(Attach Power of Attorney to this Bond)

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

### - In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of June, 2013.



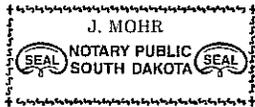
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 28th day of June, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2015



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12 day of September, 2013



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY  
 Sioux Falls, South Dakota  
 Statement of Net Admitted Assets and Liabilities  
 December 31, 2012

ASSETS

Bonds	\$1,544,217,378
Stocks	23,405,721
Cash and short-term investments	85,332,658
Uncollected premiums and agents' balances	32,034,747
Amounts recoverable from reinsurers	163,180
Net deferred tax asset	23,141,708
Electronic data processing equipment and software	47,102
Investment income due and accrued	18,997,674
Other assets	5,203,942
Total Assets	<u>\$1,732,544,110</u>

LIABILITIES AND SURPLUS

Losses	\$310,752,443
Loss adjustment expense	79,546,495
Contingent and other commissions payable	6,404,001
Other expense	1,046,332
Taxes, licenses and fees	1,652,483
Unearned premiums	249,533,795
Other liabilities	31,210,018
Total Liabilities	<u>680,145,567</u>

Surplus Account:		
Capital paid up	\$4,000,000	
Gross paid in and contributed surplus	280,071,836	
Unassigned funds	<u>768,326,707</u>	
Surplus as regards policyholders		\$1,052,398,543
Total Liabilities and Capital		<u>\$1,732,544,110</u>



I, O. B. Magana, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2012, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company  
 By *[Signature]*  
 Assistant Vice President

Subscribed and sworn to me this 25th day of March, 2013.

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

*Kathleen M Schroeder*  
 Notary Public

# Western Surety Company

## CONSENT OF SURETY

State of Rhode Island and Providence Plantations  
One Capitol Hill  
Providence, RI 02908

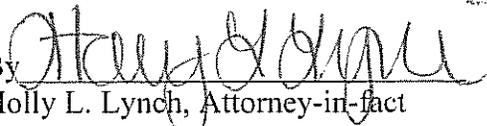
RE: Reconstruction of Curran Upper Reservoir Dam, Cranston, RI, Project Number  
7484384

To Whom It May Concern:

This is to advise that if Manafort Brothers Incorporated is the successful bidder to State of Rhode Island and Providence Plantations for the above referenced project at 100% of the estimated contract price, we, Western Surety Company, as Surety, are prepared to execute or arrange for the execution of the final bonds, including any applicable warranty period, upon the entering into of a mutually acceptable contract.

This commitment is valid for a period of 120 days commencing September 12, 2013.

Western Surety Company

By   
Holly L. Lynch, Attorney-in-fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of June, 2013.



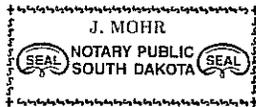
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 28th day of June, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2015



J. Mohr  
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12 day of September, 2013



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**SECTION 00310  
BID PROPOSAL**

TO THE CHIEF PURCHASING OFFICER OF THE STATE OF RHODE ISLAND, acting in the name and on behalf of the Department of Environmental Management, Division of Planning and Development.

The undersigned proposes to furnish all labor and materials required for the Reconstruction of Curran Upper Reservoir Dam, Cranston, Rhode Island in accordance with the accompanying Contract Documents, plans and specifications prepared by the Department of Environmental Management, Division of Planning and Development for the Bid Price specified below, subject to additions and deductions according to the terms of the contract documents.

**A. ADDENDA**

This bid includes Addenda numbered: 1 and dated: 8/9/13  
 This bid includes Addenda numbered: 2 and dated: 8/20/13  
 This bid includes Addenda numbered: 3 and dated: 9/6/13

**B. BASE BID**

Total proposed Base Bid Price and including the Owner controlled contingency is:

Four million two hundred eighty five thousand Dollars and no cents (Price in Words) DOLLARS (\$4,285,000) (Numbers)  
 BASE BID BREAKDOWN:

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	In dollars and cents UNIT PRICE	AMOUNT BID
1	General Contract Requirements, General Conditions, and Mob/Demob	Lump Sum	NA	NA	<u>580,000</u>
2	Testing Lab Services	Lump Sum	NA	NA	<u>50,000</u>
3	Temporary Facilities	Lump Sum	NA	NA	<u>160,000</u>
4	Site Preparation and Demolition	Lump Sum	NA	NA	<u>100,000</u>
5	Sedimentation and Erosion Control	Lump Sum	NA	NA	<u>30,000</u>
6	Dewatering & Control of Water	Lump Sum	NA	NA	<u>30,000</u>
7	Excavation Support & Cofferdams	Lump Sum	NA	NA	<u>230,000</u>
8	Earthwork, Site Work, Excavation, and Filling	Lump Sum	NA	NA	<u>1,600,000</u>
9	Articulated Concrete Block	Lump Sum	NA	NA	<u>300,000</u>
10	Permanent Sheet Piling	Lump Sum	NA	NA	<u>400,000</u>
11	Cast-In-Place & Precast Concrete Spillway	Lump Sum	NA	NA	<u>700,000</u>
12	Reconstruction of Low Level Outlet	Lump Sum	NA	NA	<u>105,000</u>

**Total of Base Bid Breakdown**

\$4,285,000

NOTE: The sum of the price of all 12 Base Bid Items should equal the Total Proposed Base Bid Price. In case of a conflict the Total Proposed Base Bid Price shall govern.

C. ALTERNATIVES:  
There are no alternatives

D. GENERAL CONTRACTOR AND SUBCONTRACTOR BASE BID PRICE BREAKDOWN  
The PROPOSED BASE BID PRICE IS SUBDIVIDED AS FOLLOWS:

ITEM 1. The work of the General Contractor, being all work performed by the General Contractor's own work force:

Three million four hundred fifty-five DOLLARS \$ 3,455,000<sup>-</sup>  
(Price in words) (Numbers)

Thousand dollars and no cents

ITEM 2. The work of the General Contractor, being all work performed by a subcontractor not part of the General Contractor's own work force covered by ITEM 1 above:

SUB-TRADE	NAME OF SUBCONTRACTOR	AMOUNT
<u>SHEETING</u>	<u>HAYWARD BAKER</u>	<u>\$ 600,000</u> <sup>-</sup>
<u>FENCING</u>	<u>COSCO</u>	<u>\$ 30,000</u> <sup>-</sup>
<u>TRUCKING</u>	<u>TBD</u>	<u>\$ 200,000</u> <sup>-</sup>

TOTAL OF ITEM NO. 2: Eight hundred thirty thousand \$ 830,000<sup>-</sup>  
(Price in Words) dollars no cents (Price in Numbers)

#### E. QUALIFICATIONS OF SUBCONTRACTORS

The undersigned agrees that each of the above-named will be used for the work indicated at the amounts stated, unless a substitution is made with prior written approval of the Owner.

The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by the subcontractors as required herein and that all of the cost of all such premiums is included in the amount set forth in item 1 of this bid.

#### F. LEGAL ORGANIZATION

The undersigned is a (an) Corporation (Individual-Partnership-Corporation-Joint Venture). Attach copies of articles of incorporation or partnership agreement, and Rhode Island Secretary of State's Certificate of Good Standing.

#### G. QUALIFICATIONS TO PERFORM WORK

The undersigned offers the following information as evidence of its organizational qualifications to perform the work as bid upon according to all requirements of the plans and the specifications.

1. The undersigned has been in business as a General Contractor under present business name for 94 years.

2. List at least two and no more than five recent projects on which the undersigned served as the General Contractor for work of similar character as required for the above named project, along with the date of the project, the name of the Architect/Engineer, and the contract price

PROJECT NAME	DATE	ARCHITECT/ENGINEER	CONTRACT PRICE
1. (See attached)			\$
2.			\$
3.			\$
4.			\$
5.			\$

3. List all construction contracts between the undersigned and the State of Rhode Island in the past five (5) years:

PROJECT NAME	DATE	STATE AGENCY	STATE CONTACT PERSON	CONTRACT PRICE
1.				\$
2. (See attached)				\$
3.				\$
4.				\$
5.				\$
6.				\$
7.				\$
8.				\$
9.				\$
10.				\$

#### H. VIOLATION OF RI/DEM LAWS AND REGULATIONS

The undersigned is (is not) (Please circle one) currently cited as being in violation of any law or regulation administered by the Department of Environmental Management.

If Yes please explain. \_\_\_\_\_

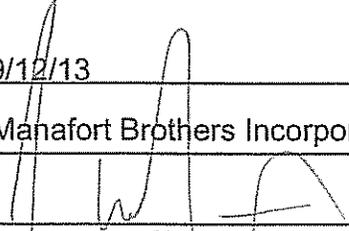
#### I. REQUIREMENT FOR LICENSE NUMBER

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode

Island license number for work to be performed by this firm as prime contractor is:

LICENSE NUMBER: 29097

The undersigned acknowledges by signature below that the undersigned has read and understands the Information to Bidders, the terms of which are hereby incorporated into this Proposal.

DATE: 9/12/13  
BIDDER: Manafort Brothers Incorporated  
BY:  Vice President  
Signature Title  
Justin A. Manafort, Sr.  
BUSINESS ADDRESS: 414 New Britain Avenue - PO Box 99  
Plainville, CT 06062

TELEPHONE NUMBER: ( 860 ) 229-4853

FEIN NO.: 0 6 - 0 6 1 9 1 0 9

\*\*\*\*\*END OF PROPOSAL\*\*\*\*\*



Similar Contracts as GC

ABB Dam Repair	Windsor	CT	Repair and upgrades to existing earth dam	\$172,203.00	10/12	12/12
a) ABB Inc.	Donnell Jackson					
b) AMEC	Nelson Walter					
Hatch Pond Dam	Kent	CT	Improvements & Repairs	\$319,600.00	03/03	08/03
a) State of Connecticut, DEP	Ed Hemstreet					
b) Karl F. Acimovic Consulting Engineers	Karl Acimovic					



Contracts with the State of Rhode Island in the last 5 years

Contract Description	Contract No.	County	RI	Sitework/Paving/Bridge Repair	Amount	Start Date	End Date
Trestle Trail East Section RI # 2013-CH-018		Coventry	RI		\$7,808,473.71	08/13	11/14
a) RIDOT/St. of RI Dept. of Purchasing		Donald Murphy					
New Providence Viaduct Southbound Bridge No. 578		Providence	RI	Excavation/Pile Driving/Steel Erection/Conc/Paving/Utilities/ Demo	\$66,864,640.00	01/13	11/15
RI # 2012-CB-078							
a) RIDOT/St. of RI Dept. of Purchasing		Michael Studley					
Replacement of Natick Bridge #383		West Warwick	RI	Construction of new Natick Bridge #383 and demolition of existing Natick Bridge #38	\$7,611,383.00	05/12	05/14
RI # 2011-CB-096							
a) State of Rhode Island & Providence Plantations		Paul DeCioppio					
Reservoir Avenue Bridge 327		Providence	RI	Installing protective shielding on the underside of the bridge deck: full depth deck repair	\$363,612.00	10/11	09/12
RI # 2011-CB-042							
a) State of Rhode Island and Providence Plantations		Vahe Sahakian					
Wickford Junction Station		North Kingstown	RI	Design /Build Parking Garage, Train Station, and Platform	\$24,941,141.00	08/10	07/12
RI # 2010-DB-002							
a) State of Rhode Island & Providence Plantations		Jim Eng					
Replacement of White Horn Brook Culverts – URI Contract Purchase Agreement/ Award # 32222967		Kingston	RI	Furnish and install three new drainage culverts	\$855,052.00	02/11	12/11
a) State of RI, Board of Governor for Higher Education		Paul DePace					



State of Rhode Island and Providence Plantations

A. Ralph Mollis

Secretary of State

Certification Number: 13090026960

The office of the Secretary of State of the State of Rhode Island and Providence Plantations,  
HEREBY CERTIFIES, that

**Manafort Brothers Incorporated**

a Connecticut corporation, qualified to do business in Rhode Island on

February 15, 1991

Effective

February 15, 1991

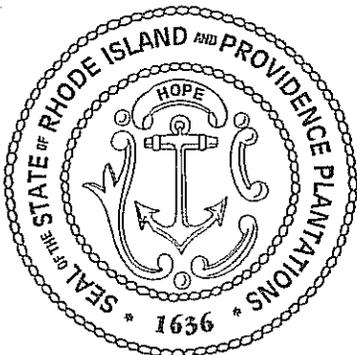
IT IS FURTHER CERTIFIED that as of this date said foreign corporation is authorized to  
transact business in this state and is in good standing according to the records of this office

SIGNED AND SEALED ON

Wednesday, September 11,  
2013

Secretary of State

Authorized Agent



## CERTIFICATE OF INCORPORATION

We, the subscribers, certify that we do hereby associate ourselves as a body politic and corporate under the statute laws of the State of Connecticut; and we further certify:

First. That the name of the corporation is ~~(to be)~~ .....  
 ..... Company Corporation,  
 (S) MANA FORT BROTHERS  
 Incorporated.

Second. That said corporation is to be located in the town of Plainville in the State of Connecticut.

Third. That the nature of the business to be transacted, and the purposes to be promoted or carried out, by said corporation, are as follows:

General Contracting, including the wrecking and demolition of buildings, the construction of buildings, shoring and moving of buildings, grading, landscaping, road construction, rigging, steel erection, and any other type of contracting not forbidden to a corporation expressly by law which this corporation might engage in if it were an individual or partnership.

Retail and wholesale distribution and sale of building materials.

Retail and wholesale distribution and sale of automotive products, gasoline and oil products.

Retail and wholesale distribution and sale of any other product not forbidden to a corporation expressly by law which this corporation might engage in if it were an individual or partnership.

Fourth. That the amount of the capital stock of said Corporation hereby authorized is.....

~~shares divided into (a)~~

~~and (b) the number of~~ ..... ~~dollars each, (b)~~ 5000

shares without par value which stock shall be divided into classes as follows:

5000 shares common.

Fifth. That the amount of capital stock with which this corporation shall commence business is

~~500 shares without par value~~ Five thousand Dollars

~~shares~~

Sixth. That the duration of said corporation is unlimited,

~~years~~

SIGNATURES OF INCORPORATORS.

NAME	RESIDENCE
Anthony Mansfort of New Britain	State of Conn.
Frank Mansfort of New Britain	State of Conn.
Paul J. Mansfort of New Britain	State of Conn.
John P. Mansfort of New Britain	State of Conn.
..... of .....	State of .....
..... of .....	State of .....
..... of .....	State of .....

STATE OF CONNECTICUT

COUNTY OF Hartford

ss. Plainville, Conn. December 13, 1946

Personally appeared Anthony Manafort, Frank Manafort,  
Paul J. Manafort and John P. Manafort,

being all of the incorporators of ~~TEX~~ Manafort Brothers Incorporated  
and made solemn oath to the truth of the foregoing certificate by them respectively subscribed before me.

914

*Brooke W. Jones*

Brooke W. Jones

Notary Public.

~~DEPARTMENT OF POLICE~~

Commissioner of the Superior Court.

" 5945

# Certificate of Incorporation

OF

The Manufacturers Brothers, incorporated

State of Connecticut  
Office of the Secretary, | ss.

Approved... DEC 19 1946

*Charles J. White*  
SECRETARY

*W. H. Lawrence*

OK



PAID  
DEC 19 1946

Corporation Fee, \$50.00 Paid

DEC 19 1946

*W. H. Lawrence*  
For Secretary

STATE OF CONNECTICUT }  
OFFICE OF THE SECRETARY OF THE STATE } SS. HARTFORD

I hereby certify that this is a true copy of record  
in this Office

In Testimony whereof, I have hereunto set my hand,  
and affixed the Seal of said State, at Hartford,  
this 16th day of November A.D. 1987

[Signature]  
SECRETARY OF THE STATE

CERTIFICATE OF ORGANIZATION

The undersigned, a majority of the directors of ~~THE~~ Manafort Brothers, Incorporated located in the town of Plainville, Connecticut hereby certify as follows:

First. That the amount of the authorized capital stock subscribed for is 500 shares being ~~(a) XXXXXXXXXX shares of preferred stock of XXXXXXXXXX dollars each~~ ~~(b) 5000 XXXXXXXXXX shares of common stock of XXXXXXXXXX dollars each~~ ~~(c) 500~~ shares of stock without par value and upon all of which there has been paid not less than the full amount of Five Thousand dollars with which the incorporators in the certificate of incorporation stated the company would begin business.

Second. That the amount paid thereon in cash is Two Hundred dollars.

Third. That the amount paid thereon in property other than cash is Eight Thousand and Four Hundred dollars.

Fourth. ~~(a) That XXXXXXXXXX dollars has been paid upon each share of preferred stock subscribed for with par value (b) That XXXXXXXXXX dollars has been paid upon each share of common stock subscribed for with par value, and (c) That Seventeen and 20/100ths~~ dollars has been paid on each share of stock subscribed for without par value ~~except~~ ~~on which XXXXXXXXXX dollars only has been paid.~~

Fifth. That the name, residence and address of each of the original subscribers to said stock, with the number and class of shares subscribed for by each are as follows:

NAME	RESIDENCE	P. O. ADDRESS	NO. SHARES WITHOUT PAR VALUE
John P. Manafort	72 North St New Britain, Ct	72 North St New Britain, Conn	125
Anthony Manafort	33 Lee St New Britain, Conn	33 Lee Street New Britain, Conn.	125
Frank Manafort	460 Allen Street New Britain, Ct	460 Allen Street New Britain, St	125
Paul Manafort	30 North Street New Britain, Ct	30 North Street New Britain, Conn	125