

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

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7533367A2
Bid/RFP Title: UTILITY UPGRADES TO FISHERMAN'S MEMORIAL STATE PARK - ADDENDUM 2 (3 PGS)

Opening Date & Time: 12/9/2013 10:30 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 #:

NOTICE TO VENDORS

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at www.purchasing.ri.gov.

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

SECTION 2 – REQUIREMENTS

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

Section 2.1 - RULES FOR SUBMITTING OFFERS

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

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

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

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

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

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

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

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

2.4. PREVAILING WAGE, OSHA SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS.

Bidders must comply with the provisions of the Rhode Island labor laws, including R. I. Gen. Laws §§ 37-13-1 *et seq.* and occupational safety laws, including R. I. Gen. Laws §§ 28-20-1 *et seq.* These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

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

SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

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

SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

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

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

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

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

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

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

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

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

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

SECTION 5 – CERTIFICATIONS AND DISCLOSURES
ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement.

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

Indicate Yes (Y) or No (N):

- N 1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.
- N 2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.
- N 3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.
- Y 4. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y 5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 12. I/we certify that the above vendor information is correct and complete.

SECTION 00610
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 Upgrades to Fisherman's Memorial State Park, Narragansett, 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 9 day of December 2013.

WITNESS: *[Signature]*
(Principal)
Manafort Brothers Incorporated

By: *[Signature]*
Name & Title Michael C. Tarsis, Vice President
(Affix Corporate Seal)
Western Surety Company
(Surety)

By: *[Signature]*
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, Douglas P Irvin, 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 11th day of November, 2013.



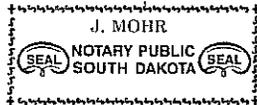
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of November, 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 9 day of December, 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><u>\$1,732,544,110</u></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><u>680,145,567</u></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><u>\$1,732,544,110</u></u> |



I, ~~O. B. Magaria~~, 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: Upgrades to Fisherman's Memorial State Park, Narragansett, RI, RIDEM Project No.
P&D 10-13

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 December 9, 2013.

Western Surety Company

By 
Holly L. Lynch, Attorney-in-fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Gary J Giulietti, Douglas P Irvin, 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 11th day of November, 2013.



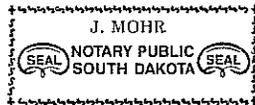
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of November, 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 9 day of December, 2013



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

**SECTION 00310
 BID PROPOSAL
 BID PROPOSAL - GENERAL BIDS**

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 Upgrades to Fisherman's Memorial State Park, Narragansett, 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: 11/20/13
 This bid includes Addenda numbered: 2 and dated: 11/25-26/13

B. BASE BID

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

Two million four hundred twenty-six thousand DOLLARS (\$ 2,426,000.00)
 (Price in Words) (Numbers)

BASE BID BREAKDOWN:

| ITEM | ITEM DESCRIPTION | UNIT | ESTIMATED QUANTITY | In dollars and cents | |
|------|---|------------|--------------------|----------------------|------------|
| | | | | UNIT PRICE | AMOUNT BID |
| 1 | Mobilization and Demobilization | Lump Sum | 1 | \$ 100,000.00 | 100,000.00 |
| 2 | Electrical System Utility Work | Lump Sum | 1 | 420,000.00 | 420,000.00 |
| 3 | Water Distribution System Utility Work | Lump Sum | 1 | 640,000.00 | 640,000.00 |
| 4 | Sanitary Sewer System Utility Work | Lump Sum | 1 | 400,000.00 | 400,000.00 |
| 5 | Excavation of Boulders and Unanticipated Obstructions for Surface Excavations | Cubic Yard | 20 | 300.00 | 6,000.00 |
| 6 | All Remaining Work | Lump Sum | 1 | 838,000.00 | 838,000.00 |
| 7 | Allowance National Grid | Lump Sum | 1 | \$25,000 | \$25,000 |

Total of Base Bid Breakdown

\$ 2,426,000.00

NOTE: The sum of the price of all 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:

One million eight hundred fifty one thousand DOLLARS \$ 1,851,000.00
 (Price in words) (Price in Numbers)

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 |
|------------|-----------------------|---------------|
| Electrical | Arden Engineering | \$ 394,000.00 |
| Paving | D. Clifford | \$ 226,000.00 |
| | | \$ |

TOTAL OF ITEM NO. 2: Three hundred seventy five thousand dollars \$ 575,000.00
 (Price in Words) (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.

- The undersigned has been in business as a General Contractor under present business name for 94 years.
- 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. | | | \$ |

- 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 | CONTRACT |
|--------------|------|--------------|---------------|----------|
|--------------|------|--------------|---------------|----------|



Similar Contracts as GC

| | | | | | | |
|---|---------------------------------|-----------|--|------------------------|--------------|--------------|
| Pawtucket Water – 2009 Improvements | Pawtucket | RI | Replacement of Water Lines on Various Roads | \$3,849,096.00 | 05/10 | 02/12 |
| a) Pawtucket Water Supply Board | Paul Kelly | | | | | |
| Relocation of Route 72 | Bristol & Plainville | CT | Excavation, Bridge Work, Utilities, Sewer, Water & Paving | \$52,513,542.00 | 10/07 | 07/12 |
| a) State of Connecticut | Russ Wagoneer | | | | | |
| b) Techtonic Engineering & Surveying Consultants | James F. Low, PE | | | | | |
| Pfizer Area 31 B/C Site Improvements, Phase II | Groton | CT | Excavation, Drainage, Water Line, Duct Banks | \$389,130.00 | 04/04 | 07/04 |
| a) Pfizer, Inc | William Parent | | | | | |
| Hopeville Pond State Park | Jewett City | CT | Sitework/Concrete Improvements | \$493,812.00 | 02/00 | 06/00 |
| a) State of CT, DPW | Frederick Connelly | | | | | |



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

| | | | | | | |
|--|-----------------|----|---|-----------------|-------|-------|
| Kent Dam Spillway Bridge RI # 2013-CB-080 | Scituate | RI | Sitework/Paving/Bridge Repair | \$2,737,969.16 | 11/13 | 11/14 |
| a) RIDOT/St. of RI Dept. of Purchasing | Gary Garzone | | | | | |
| Trestle Trail East Section RI # 2013-CH-018 | Coventry | RI | Sitework/Paving/Bridge Repair | \$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 RI # 2012-CB-078 | Providence | RI | Excavation/Pile Driving/Steel Erection/Conc/Paving/Utilities/ Demo | \$66,864,640.00 | 01/13 | 11/15 |
| a) RIDOT/St. of RI Dept. of Purchasing | Michael Studley | | | | | |
| Replacement of Natick Bridge #383 RI # 2011-CB-096 | West Warwick | RI | Construction of new Natick Bridge #383 and demolition of existing Natick Bridge #38 | \$7,611,383.00 | 05/12 | 05/14 |
| a) State of Rhode Island & Providence Plantations | Paul DelCioppio | | | | | |
| Reservoir Avenue Bridge 327 RI # 2011-CB-042 | Providence | RI | Installing protective shielding on the underside of the bridge deck: full depth deck repair | \$363,612.00 | 10/11 | 09/12 |
| a) State of Rhode Island and Providence Plantations | Vahe Sahakian | | | | | |
| Wickford Junction Station RI # 2010-DB-002 | North Kingstown | RI | Design /Build Parking Garage, Train Station, and Platform | \$24,941,141.00 | 08/10 | 07/12 |
| 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 | | | | | |

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 ~~(S) Inc.~~
..... 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.....

.....dollars divided into (a).....
~~shares of the par value 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

~~5000 shares of the par value of~~ Five thousand Dollars ~~.....~~

Sixth. That the duration of said corporation is unlimited.

~~.....~~

SIGNATURES OF INCORPORATORS.

| NAME | RESIDENCE |
|---------------------------------|----------------|
| Anthony Mansford of New Britain | State of Conn. |
| Frank Mansford of New Britain | State of Conn. |
| Paul J. Mansford of New Britain | State of Conn. |
| John P. Mansford 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.

Brooke W. Jones

Brooke W. Jones

Notary Public.

~~Notary Public~~

~~Commissioner of the Superior Court~~

914

" 5945

Certificate of Incorporation

OF

THE KANNAFORT BROTHERS, INCORPORATED

State of Connecticut
Office of the Secretary,) ss.

Approved... DEC 19 1946

Edw. J. Purcell
BY *Edw. J. Purcell*
Edw. J. Purcell

OK

PAID
\$ 13.00
DEC 19 1946

Corporation Fee, *13.00* Paid

DEC 19 1946

Frank W. Wainwright
For Secretary

DEC 21 1946

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

do hereby certify that this is a true copy of record
of 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



SECRETARY OF THE STATE

CERTIFICATE OF ORGANIZATION

The undersigned, a majority of the directors of John 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) 500 shares of preferred stock of \$100 dollars each~~ ~~(b) 500 shares of common stock of \$100 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 \$100 dollars has been paid upon each share of preferred stock subscribed for with par value (b) That \$100 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 when \$100 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 WITH- OUT 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, Ct | 125 |
| Paul Manafort | 80 North Street New Britain, Ct | 80 North Street New Britain, Conn | 125 |