

ADLER POLLOCK & SHEEHAN P.C.

RHODE ISLAND  
BOARD OF ELECTIONS

One Citizens Plaza, 8th floor  
Providence, RI 02903-1345  
Telephone 401-274-7200  
Fax 401-751-0604 / 351-4607

12 JUL 24 PM 12:34

175 Federal Street  
Boston, MA 02110-2210  
Telephone 617-482-0600  
Fax 617-482-0604

www.apslaw.com

July 24, 2012

**VIA HAND DELIVERY**

Board of Elections  
Campaign Finance Division  
50 Branch Avenue  
Providence, Rhode Island 02904

**Re: Affidavit of State Vendor  
Under Chapter 17-27 of the General Laws of Rhode Island**

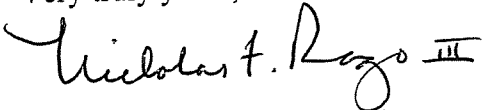
Ladies and Gentlemen:

Enclosed is the Affidavit of State Vendor on behalf Adler Pollock & Sheehan P.C. for the period January 1, 2012 through June 30, 2012.

Please acknowledge receipt by signing the enclosed copy of this letter and returning it to me in the envelope provided.

Thank you.

Very truly yours,



Nicholas F. Rago, III  
Executive Director

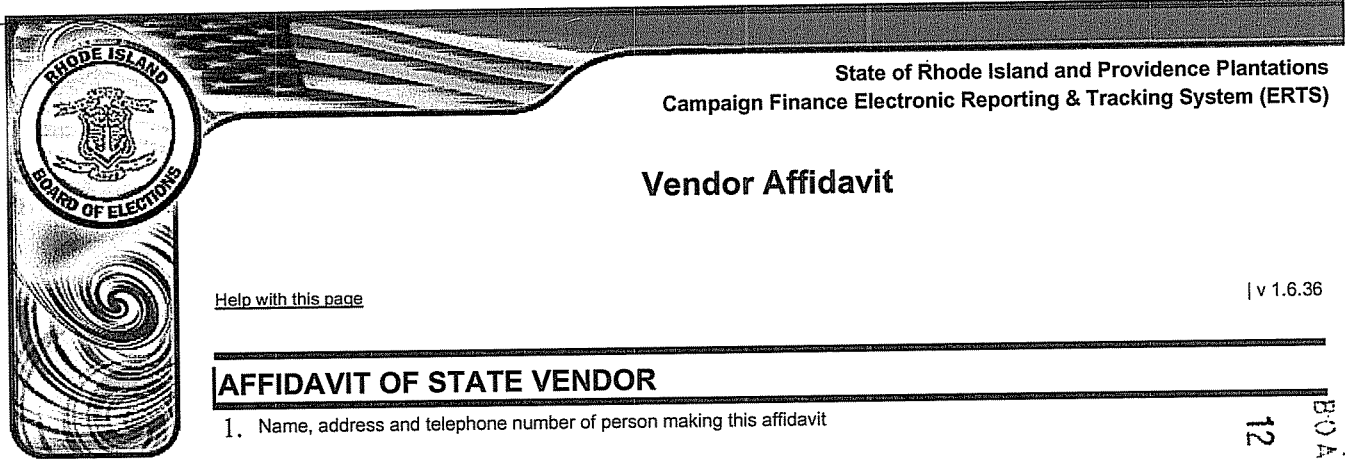
NFR/rmd  
Enclosures

**Receipt acknowledged:**

\_\_\_\_\_  
Name:

Date: \_\_\_\_\_

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[Help with this page](#)

| v 1.6.36

**AFFIDAVIT OF STATE VENDOR**

1. Name, address and telephone number of person making this affidavit

RHODE ISLAND BOARD OF ELECTIONS  
 12 JUL 24 PM 12:34

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Prefix	MR.
First Name	NICHOLAS
Middle Name	F
Last Name	RAGO
Suffix	III
Street Address	One Citizens Plaza, 8th Floor
Street Address2	
City/Town, State and Zip Code	Providence RI 02903-1345
Phone Number	401 274-7200

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.  
 (If you checked "No", above, do not attach a copy of the state contract, or written summary, and do not complete remainder of form.)

Yes  
 No

3. If the answer to question 2 is "Yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributions even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.  
 SEE ATTACHED

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
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4. What is the date of execution of the written contract requiring filing of this affidavit  
 [Such contract must be filed with this affidavit] N/A - SEMI-ANNUAL REPORTING

5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold? N/A \*

6. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

Agency	Goods / Services	Contract Expire Date
N/A	N/A	N/A *

7. Is this affidavit made by you as an individual or on behalf of a business entity?
- Individual  
 Business Entity

8. If on behalf of a business entity, what is the name and nature of the business entity?
- Business Name**  
 Adler Pollock & Sheehan P.C.
- FEIN#**  
 05-0343749
- Corporation  Partnership  Sole Proprietorship  Other Business Entity

9. If "Other Business Entity" is checked above what is the nature of such business entity?
- \_\_\_\_\_

10. Are you a state vendor because you are the contracting party in a contract with a state agency?
- Yes  
 No

11. If yes, what is the name of the state agency to which you are providing goods and/or services?
- SEE ATTACHED

12. If the answer to question 10 is "no", are you a state vendor because you are related to a contracting party?
- Yes  
 No

13. If the answer to question 12 is "yes", what is the nature of your relationship with the contracting party?
- \_\_\_\_\_

14. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.
- |                           |       |
|---------------------------|-------|
| Name of Contracting Party | _____ |
| Address1                  | _____ |
| Address2                  | _____ |
| City, State and Zip       | _____ |
| State Agency              | _____ |

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable contributions made by such related parties?
- Yes  
 No

16. If the answer to question 15 is "no", have you notified all such parties of the requirements and the law and of their obligation to file this affidavit if they have made reportable political contributions?
- Yes  
 No

17. If the answer to question 16 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

Parties Name	Address	Relationship

18. What is the total gross amount, in dollars, of contracts entered into during the said preceding 24 month period between the contracting party and ALL state agencies? Include all contracts regardless of amount. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state by marking "Yes." NOTE: If this is a semi annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report the total gross amount, in dollars, of contracts entered into from the date of execution of the last contract entered into during such semi-annual period to the day which is 24 months prior to the first day of the same semi-annual period.
- SEE ATTACHED
- Yes  
 No

State Agency	Date of Contract	Amount of Contract	FEIN #	P.O. #

\_\_\_\_\_

State of:

RI

County of:

Providence



*Kevin Bieder*

Notary Public

My Commission Expires: 10/30/2014  
# 31306

*Nicholas F. Rago, III*

Nicholas F. Rago, III

Executive Director

Date: 7/24/12

General Officer Candidate for General Office or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Frank Caprio	08/20/10 PR	\$100.00	Alison L. Albanese	Associate
A. Ralph Mollis	08/29/11 PR	\$100.00	Christopher Mulhearn	Spouse of Associate
A. Ralph Mollis	10/25/10 PR	\$200.00	Christopher Mulhearn	Spouse of Associate
A. Ralph Mollis	09/02/10 PR	\$250.00	Christopher Mulhearn	Spouse of Associate
Paiva Weed For Senate Committee	04/27/12	\$200.00	Victoria M. Almeida	Officer
Paiva Weed In Kind Donation	02/25/12	\$119.02	Victoria M. Almeida	Officer
Chafee For Governor	03/15/12	\$250.00	Victoria M. Almeida	Officer
Friends of Gordon Fox	03/13/12	\$250.00	Victoria M. Almeida	Officer
Gordon Fox In Kind Donation	03/13/12	\$200.00	Victoria M. Almeida	Officer
Friends of Nick Mattiello	02/07/12	\$150.00	Victoria M. Almeida	Officer
Senator Dominick Ruggiero Committee	02/07/12	\$150.00	Victoria M. Almeida	Officer
Gina Raimondo	09/08/11 PR	\$1,000.00	Victoria M. Almeida	Officer
Friends of Dan DaPonte	05/23/11 PR	\$150.00	Victoria M. Almeida	Officer
Friends of Michael McCaffrey	05/17/11 PR	\$100.00	Victoria M. Almeida	Officer
Friends of Joe McNamara	05/04/11 PR	\$100.00	Victoria M. Almeida	Officer
Friends of Brian Kennedy	05/02/11 PR	\$100.00	Victoria M. Almeida	Officer
Senator Lou DePalma Committee	04/27/11 PR	\$150.00	Victoria M. Almeida	Officer
Senator Dominick J. Ruggiero Committee	02/28/11 PR	\$150.00	Victoria M. Almeida	Officer
Paiva-Weed for Senate	02/02/11 PR	\$200.00	Victoria M. Almeida	Officer
Chafee For Governor In Kind	01/28/11 PR	\$1,000.00	Victoria M. Almeida	Officer
Friends of Gordon Fox	01/25/11 PR	\$200.00	Victoria M. Almeida	Officer
Committee to Elect Catherine Taylor	11/01/10 PR	\$500.00	Victoria M. Almeida	Officer
Committee to Elect Catherine Taylor	09/23/10 PR	\$500.00	Victoria M. Almeida	Officer
Friends of Gordon Fox	03/14/12	\$200.00	Joseph Avanzato	Officer
Frank Caprio	08/12/10 PR	\$250.00	Joseph Avanzato	Officer
Senate Candidate William Conely	05/31/12	\$50.00	Richard R. Beretta, Jr.	Officer

John Brien	05/31/12	\$75.00	Richard R. Beretta, Jr.	Officer
Rhode Island Senate Democratic PAC	05/31/12	\$100.00	Richard R. Beretta, Jr.	Officer
Joseph McNamara	05/22/12	\$75.00	Richard R. Beretta, Jr.	Officer
Michael McCaffrey	05/22/12	\$75.00	Richard R. Beretta, Jr.	Officer
Senate Candidate William Conley	05/21/12	\$50.00	Richard R. Beretta, Jr.	Officer
Mary Ellen Goodwin	05/16/12	\$50.00	Richard R. Beretta, Jr.	Officer
Dan DaPonte	05/15/12	\$100.00	Richard R. Beretta, Jr.	Officer
Cale Keable	05/10/12	\$50.00	Richard R. Beretta, Jr.	Officer
Brian Patrick Kenedy	05/08/12	\$125.00	Richard R. Beretta, Jr.	Officer
David Bates	05/08/12	\$50.00	Richard R. Beretta, Jr.	Officer
Helio Melo	05/02/12	\$100.00	Richard R. Beretta, Jr.	Officer
Teresa Paiva Weed In Kind	05/01/12	\$118.51	Richard R. Beretta, Jr.	Officer
V. Susan Sosnowski	05/01/12	\$50.00	Richard R. Beretta, Jr.	Officer
Marc Cote	05/01/12	\$50.00	Richard R. Beretta, Jr.	Officer
Teresa Paiva Weed	04/26/12	\$200.00	Richard R. Beretta, Jr.	Officer
Hanna Gallo	04/14/12	\$75.00	Richard R. Beretta, Jr.	Officer
Teresa Paiva Weed In Kind	04/11/12	\$158.05	Richard R. Beretta, Jr.	Officer
Rhoda Perry	04/10/12	\$50.00	Richard R. Beretta, Jr.	Officer
William Walaska	04/10/12	\$75.00	Richard R. Beretta, Jr.	Officer
Joshua Miller	04/10/12	\$100.00	Richard R. Beretta, Jr.	Officer
Louis DiPalma	03/29/12	\$75.00	Richard R. Beretta, Jr.	Officer
Elaine Coderre	03/28/12	\$50.00	Richard R. Beretta, Jr.	Officer
Gina Raimondo	03/27/12	\$250.00	Richard R. Beretta, Jr.	Officer
Peter Kilmartin	03/27/12	\$100.00	Richard R. Beretta, Jr.	Officer
Gordon Fox In Kind	03/26/12	\$200.00	Richard R. Beretta, Jr.	Officer
Stephen Ucci	03/20/12	\$75.00	Richard R. Beretta, Jr.	Officer
Walter Felag	03/20/12	\$75.00	Richard R. Beretta, Jr.	Officer
Michael Marcello	03/20/12	\$50.00	Richard R. Beretta, Jr.	Officer
Peter Petrarca	03/20/12	\$75.00	Richard R. Beretta, Jr.	Officer
J. Patrick O'Neil	03/20/12	\$75.00	Richard R. Beretta, Jr.	Officer
Gordon Fox	03/20/12	\$200.00	Richard R. Beretta, Jr.	Officer
Gordon Fox In Kind	03/20/12	\$158.05	Richard R. Beretta, Jr.	Officer

Dominick Ruggerio	02/08/12	\$150.00	Richard R. Beretta, Jr.	Officer
Nicholas Mattiello	02/08/12	\$150.00	Richard R. Beretta, Jr.	Officer
Teresa Paiva Weed	04/25/12	\$200.00	Amy Beretta	Spouse of Officer
Gordon Fox	03/28/12	\$200.00	Amy Beretta	Spouse of Officer
Gina Raimondo	03/27/12	\$250.00	Amy Beretta	Spouse of Officer
Deb Rugeiro	11/29/11 PR	\$100.00	Richard R. Beretta, Jr.	Officer
R.I. Democratic Party	10/19/11 PR	\$100.00	Richard R. Beretta, Jr.	Officer
Gina Raimondo	09/28/11 PR	\$945.58	Richard R. Beretta, Jr.	Officer
Peter Kilmartin	06/15/11 PR	\$100.00	Richard R. Beretta, Jr.	Officer
Eileen Naughton	06/14/11 PR	\$75.00	Richard R. Beretta, Jr.	Officer
John McCauley	06/09/11 PR	\$50.00	Richard R. Beretta, Jr.	Officer
Dan DaPonte	05/23/11 PR	\$150.00	Richard R. Beretta, Jr.	Officer
Helio Mello	05/19/11 PR	\$150.00	Richard R. Beretta, Jr.	Officer
Mike McCaffrey	05/17/11 PR	\$100.00	Richard R. Beretta, Jr.	Officer
Donna Walsh	05/17/11 PR	\$50.00	Richard R. Beretta, Jr.	Officer
Steven Ucci	05/16/11 PR	\$50.00	Richard R. Beretta, Jr.	Officer
Mary Ellen Goodwin	05/16/11 PR	\$75.00	Richard R. Beretta, Jr.	Officer
Peter Palumbo	05/16/11 PR	\$75.00	Richard R. Beretta, Jr.	Officer
Ray Gallison	05/16/11 PR	\$50.00	Richard R. Beretta, Jr.	Officer
Joseph McNamara	05/04/11 PR	\$100.00	Richard R. Beretta, Jr.	Officer
Brian Kennedy	05/02/11 PR	\$150.00	Richard R. Beretta, Jr.	Officer
Louis DiPalma	04/28/11 PR	\$100.00	Richard R. Beretta, Jr.	Officer
Cale Keable	04/28/11 PR	\$75.00	Richard R. Beretta, Jr.	Officer
William Walaska	04/27/11 PR	\$100.00	Richard R. Beretta, Jr.	Officer
Deborah Ruggiero	04/27/11 PR	\$75.00	Richard R. Beretta, Jr.	Officer
Patrick O'Neill	04/12/11 PR	\$100.00	Richard R. Beretta, Jr.	Officer
Michael Marcello	04/12/11 PR	\$50.00	Richard R. Beretta, Jr.	Officer
Teresa Paiva-Weed	04/11/11 PR	\$250.00	Richard R. Beretta, Jr.	Officer
Rhoda Perry	04/11/11 PR	\$100.00	Richard R. Beretta, Jr.	Officer
Joshua Miller	04/07/11 PR	\$150.00	Richard R. Beretta, Jr.	Officer
John Tassoni	04/07/11 PR	\$100.00	Richard R. Beretta, Jr.	Officer
Wally Felag	03/30/11 PR	\$75.00	Richard R. Beretta, Jr.	Officer
Dominick Ruggerio	03/01/11 PR	\$250.00	Richard R. Beretta, Jr.	Officer

Nick Mattiello	02/15/11 PR	\$250.00	Richard R. Beretta, Jr.	Officer
Chafee for Governor	10/26/10 PR	\$250.00	Richard R. Beretta, Jr.	Officer
Rhode Island Democratic Party	10/06/10 PR	\$500.00	Richard R. Beretta, Jr.	Officer
Dan DaPonte	10/06/10 PR	\$150.00	Richard R. Beretta, Jr.	Officer
Josh Miller	09/23/10 PR	\$100.00	Richard R. Beretta, Jr.	Officer
Jon Brien	08/26/10 PR	\$100.00	Richard R. Beretta, Jr.	Officer
Frank Caprio	08/20/10 PR	\$500.00	Richard R. Beretta, Jr.	Officer
Lincoln Chafee	12/16/10 PR	\$250.00	Amy Beretta	Spouse of Officer
Theresa Paiva-Weed	10/17/10 PR	\$250.00	Amy Beretta	Spouse of Officer
George Alzeback	10/13/10 PR	\$100.00	Amy Beretta	Spouse of Officer
Frank Caprio	08/20/10 PR	\$1,000.00	Amy Beretta	Spouse of Officer
Gordon D. Fox	03/28/12	\$200.00	Robert P. Brooks	Officer
Nicholas A. Mattiello	02/09/12	\$150.00	Robert P. Brooks	Officer
Dominick J. Ruggerio	02/08/12	\$150.00	Robert P. Brooks	Officer
Gina Raimondo	10/18/11 PR	\$200.00	Robert P. Brooks	Officer
Gina Raimondo	07/14/11 PR	\$50.00	Robert P. Brooks	Officer
Lincoln Chafee	01/28/11 PR	\$250.00	Robert P. Brooks	Officer
Frank Caprio	09/23/10 PR	\$500.00	Robert P. Brooks	Officer
Frank Caprio	08/01/10 PR	\$500.00	Robert P. Brooks	Officer
Peter Kilmartin	07/01/10 PR	\$150.00	Robert P. Brooks	Officer
Teresa Paiva Weed	04/25/12	\$200.00	Paul A. Campellone	Officer
Gordon Fox	03/28/12	\$200.00	Paul A. Campellone	Officer
Gina Raimondo	09/08/11 PR	\$200.00	Paul A. Campellone	Officer
Nick Mattiello	02/15/11 PR	\$100.00	Paul A. Campellone	Officer
Frank Caprio	09/19/10 PR	\$250.00	Paul A. Campellone	Officer
Gina Raimondo	07/07/11 PR	\$250.00	Avital Chatto	Associate
Joseph Fernandez	08/18/10 PR	\$50.00	Avital Chatto	Associate
Gordon Fox	03/28/12	\$100.00	Michael D. Chittick	Officer
Teresa Paiva Weed	04/25/12	\$200.00	Joseph DeAngelis	Officer
Gordon Fox	03/20/12	\$200.00	Joseph DeAngelis	Officer
Walter Felag	03/20/12	\$100.00	Joseph DeAngelis	Officer
Dominick Ruggerio	02/28/12	\$200.00	Joseph DeAngelis	Officer
Deb Ruggerio	11/29/11 PR	\$200.00	Joseph DeAngelis	Officer



Gina Raimondo	09/08/11 PR	\$200.00	Joseph DeAngelis	Officer
Helio Melo	05/19/11 PR	\$150.00	Joseph DeAngelis	Officer
Dominick Ruggerio	03/01/11 PR	\$150.00	Joseph DeAngelis	Officer
Teresa Paiva-Weed	02/02/11 PR	\$200.00	Joseph DeAngelis	Officer
Lincoln Chafee	01/28/11 PR	\$250.00	Joseph DeAngelis	Officer
Gordon Fox	01/25/11 PR	\$200.00	Joseph DeAngelis	Officer
Lincoln Chafee	12/14/10 PR	\$250.00	Joseph DeAngelis	Officer
Kilmartin for Attorney General	10/15/10 PR	\$250.00	Joseph DeAngelis	Officer
Deb Ruggiero	10/06/10 PR	\$200.00	Joseph DeAngelis	Officer
Frank Caprio	08/26/10 PR	\$250.00	Joseph DeAngelis	Officer
Frank Caprio	08/18/10 PR	\$500.00	Joseph DeAngelis	Officer
Rene Menard	08/01/10 PR	\$50.00	Joseph DeAngelis	Officer
Teresa Paiva Weed	04/23/12	\$200.00	Mark O. Denehy	Officer
Gordon Fox	03/09/12	\$200.00	Mark O. Denehy	Officer
Dominick Ruggerio	02/08/12	\$150.00	Mark O. Denehy	Officer
Nicholas Mattiello	02/08/12	\$150.00	Mark O. Denehy	Officer
Gina Raimondo	09/02/11 PR	\$1,000.00	Mark O. Denehy	Officer
Friends of Helio Melo	05/18/11 PR	\$150.00	Mark O. Denehy	Officer
Friends of Brian Kennedy	05/03/11 PR	\$100.00	Mark O. Denehy	Officer
Dominick Ruggiero Committee	02/28/11 PR	\$150.00	Mark O. Denehy	Officer
Friends of Nick Mattiello	02/14/11 PR	\$150.00	Mark O. Denehy	Officer
Paiva Weed for Senate	02/02/11 PR	\$200.00	Mark O. Denehy	Officer
Lincoln Chafee	01/19/11 PR	\$1,000.00	Mark O. Denehy	Officer
Lincoln Chafee	10/28/10 PR	\$1,000.00	Mark O. Denehy	Officer
Frank Caprio	08/05/10 PR	\$500.00	Mark O. Denehy	Officer
Gina Raimondo	08/31/11 PR	\$250.00	Joseph R. DiStefano	Officer
Frank Caprio	08/10/10 PR	\$250.00	Joseph R. DiStefano	Officer
Gina Raimondo	03/27/12	\$1,000.00	Sarah T. Dowling	Officer
Friends of Gordon Fox	03/04/12	\$200.00	Sarah T. Dowling	Officer
Gina Raimondo	08/26/11 PR	\$1,000.00	Sarah T. Dowling	Officer
Elizabeth Roberts	10/14/10 PR	\$500.00	Sarah T. Dowling	Officer
Rhode Island Democratic Party	10/07/10 PR	\$1,000.00	Sarah T. Dowling	Officer
Friends of Mollis	08/26/10 PR	\$500.00	Sarah T. Dowling	Officer

Gina Raimondo	03/27/12	\$1,000.00	Joseph L. Dowling, Jr.	Spouse of Officer
Gina Raimondo	09/08/11 PR	\$100.00	Stephen Geanacopoulos	Officer
Gina Raimondo	09/07/11 PR	\$200.00	Stanley J. Kanter	Officer
Deborah Rugeiro	10/18/10 PR	\$100.00	Richard A. Licht	Officer
DaPonte Committee	10/06/10 PR	\$150.00	Richard A. Licht	Officer
Mollis Committee	08/21/10 PR	\$250.00	Richard A. Licht	Officer
Fernandez for Attorney General	08/09/10 PR	\$250.00	Richard A. Licht	Officer
Caprio Committee	08/09/10 PR	\$500.00	Richard A. Licht	Officer
Gina Raimondo	09/07/11 PR	\$200.00	E. Hans Lundsten	Officer
Frank Caprio	08/20/10 PR	\$250.00	E. Hans Lundsten	Officer
John G. (Jay) Edwards	05/23/12	\$50.00	William J. Lynch	Officer
William San Bento	05/22/12	\$100.00	William J. Lynch	Officer
Mary Ellen Goodwin	05/16/12	\$100.00	William J. Lynch	Officer
Dan DaPonte	05/15/12	\$100.00	William J. Lynch	Officer
Helio Melo	05/02/12	\$150.00	William J. Lynch	Officer
Teresa Paiva Weed In Kind	05/01/12	\$118.51	William J. Lynch	Officer
Teresa Paiva Weed	04/25/12	\$200.00	William J. Lynch	Officer
Gordon Fox	03/27/12	\$200.00	William J. Lynch	Officer
Dominick Ruggerio	02/08/12	\$150.00	William J. Lynch	Officer
Nicholas Mattiello	02/08/12	\$150.00	William J. Lynch	Officer
Gordon Fox	01/16/12	\$250.00	William J. Lynch	Officer
Gordon Fox	03/28/12	\$250.00	Lynn M. Lynch	Spouse of Officer
Gordon D. Fox	03/28/12	\$200.00	Patricia K. Rocha	Officer
Nicholas A. Mattiello	02/09/12	\$150.00	Patricia K. Rocha	Officer
Dominick J. Ruggerio	02/08/12	\$150.00	Patricia K. Rocha	Officer
Gina Raimondo	09/08/11 PR	\$500.00	Patricia K. Rocha	Officer
Dominick J. Ruggerio	03/01/11 PR	\$150.00	Patricia K. Rocha	Officer
Nicholas Anthony Matiello	02/15/11 PR	\$150.00	Patricia K. Rocha	Officer
M. Teresa Paiva Weed	02/03/11 PR	\$200.00	Patricia K. Rocha	Officer
Gordon Fox	01/25/11 PR	\$200.00	Patricia K. Rocha	Officer
Lincoln Chafee	10/26/10 PR	\$250.00	Patricia K. Rocha	Officer
Frank Caprio	08/10/10 PR	\$500.00	Patricia K. Rocha	Officer
Teresa Paiva Weed	04/25/12	\$100.00	Alan M. Shoer	Officer

Gordon Fox	03/28/12	\$200.00	Alan M. Shoer	Officer
Gina Raimondo	09/08/11 PR	\$100.00	Alan M. Shoer	Officer
Frank Caprio	08/19/10 PR	\$100.00	Alan M. Shoer	Officer
Senate Democrats PAC	05/31/12	\$125.00	Lori C. Silveira	Officer
Teresa Paiva Weed	04/25/12	\$200.00	Lori C. Silveira	Officer
Gordon Fox	03/14/12	\$200.00	Lori C. Silveira	Officer
Steven Ucci	03/21/12	\$50.00	Lori C. Silveira	Officer
Dominick J. Ruggerio	02/08/12	\$150.00	Lori C. Silveira	Officer
Gina Raimondo	09/08/11 PR	\$200.00	Lori C. Silveira	Officer
Senate Democrats	05/26/11 PR	\$125.00	Lori C. Silveira	Officer
Teresa Paiva Weed	02/03/11 PR	\$200.00	Lori C. Silveira	Officer
Lincoln Chafee	01/28/11 PR	\$250.00	Lori C. Silveira	Officer
Lincoln Chafee	12/16/10 PR	\$250.00	Lori C. Silveira	Officer
Lincoln Chafee	10/29/10 PR	\$100.00	Lori C. Silveira	Officer
Frank Caprio	08/16/10 PR	\$250.00	Lori C. Silveira	Officer
Brian Kennedy	05/08/12	\$125.00	Robert I. Stolzman	Officer
Teresa Paiva Weed	04/25/12	\$400.00	Robert I. Stolzman	Officer
Nicholas Mattiello	02/07/12	\$150.00	Robert I. Stolzman	Officer
Dominick Ruggerio	02/07/12	\$150.00	Robert I. Stolzman	Officer
Gina Raimondo	07/07/11 PR	\$500.00	Robert I. Stolzman	Officer
Lincoln Chafee	01/28/11 PR	\$500.00	Robert I. Stolzman	Officer
Lincoln Chafee	10/27/10 PR	\$500.00	Robert I. Stolzman	Officer
Joe Fernandez	08/09/10 PR	\$250.00	Robert I. Stolzman	Officer
Anastasia Williams	07/20/10 PR	\$100.00	Robert I. Stolzman	Officer
Paiva Weed for Senate Committee	04/23/12	\$200.00	John A. Tarantino	Officer
Friends of Gordon Fox	03/06/12	\$200.00	John A. Tarantino	Officer
Friends of Nick Matiello	02/27/12	\$150.00	John A. Tarantino	Officer
Friends of Dominick Ruggiero	02/07/12	\$150.00	John A. Tarantino	Officer
Gina Raimondo	09/06/11 PR	\$200.00	John A. Tarantino	Officer
Daniel Daponte	05/23/11 PR	\$100.00	John A. Tarantino	Officer
Helio Melo	05/14/11 PR	\$150.00	John A. Tarantino	Officer
Brian Kennedy	05/02/11 PR	\$100.00	John A. Tarantino	Officer
Nicholas Mattiello	02/14/11 PR	\$100.00	John A. Tarantino	Officer

Teresa Paiva Weed	02/02/11 PR	\$200.00	John A. Tarantino	Officer
Gordon Fox	01/25/11 PR	\$200.00	John A. Tarantino	Officer
Frank Caprio	08/18/10 PR	\$500.00	John A. Tarantino	Officer
Gina Raimondo	09/08/11PR	\$200.00	R. Bart Totten	Officer
Lincoln Chafee	01/28/11 PR	\$250.00	R. Bart Totten	Officer
Gordon Fox	03/07/12	\$200.00	David A. Wollin	Officer
Nicholas Mattiello	02/08/12	\$150.00	David A. Wollin	Officer
Gina Raimondo	09/08/11 PR	\$200.00	David A. Wollin	Officer
Frank Caprio	08/16/10 PR	\$250.00	David A. Wollin	Officer
<b>Previously Reported: \$35,170.58</b>				
<b>This Report: \$15,447.14</b>				

319007.14

**Attachment**

11. If yes, what is the name of the state agency to which you are providing goods and/or services

- I-195 Redevelopment District Commission
- Employees Retirement System of the State of Rhode Island
- Joint Committee on Legislative Services
- Narragansett Bay Commission
- Office of the General Treasurer
- Quonset Development Corporation
- Rhode Island Airport Corporation
- Rhode Island Board of Governors For Higher Education
- Rhode Island Convention Center Authority
- Rhode Island Department of Administration
- Rhode Island Department of Corrections
- Rhode Island Economic Development Corporation
- Rhode Island Health and Educational Building Corporation
- Rhode Island Lottery Commission
- Rhode Island Public Transit Authority
- Rhode Island Resource Recovery Corporation
- Rhode Island Senate
- Rhode Island State Investment Commission
- Rhode Island Turnpike & Bridge Authority
- Secretary of State
- State of Rhode Island

18. What is the total gross amount, in dollars, of contracts entered into during the said preceding 24 month period between the contracting party and ALL state agencies? Include all contracts regardless of amount. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, **please so state by marking "Yes."** NOTE: If this is a semi annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report the total gross amount, in dollars, of contracts entered into from the date of execution of the last contract entered into during such semi-annual period to the day which is 24 months prior to the first day of the same semi-annual period

<u>Agency</u>	<u>Fees Received</u> <u>01/01/10 – 06/30/12</u>
Department of Administration .....	\$ 21,720.00
Employees' Retirement System of the State of Rhode Island .....	115,520.45
Narragansett Bay Commission .....	31,953.75
Quonset Development Corporation .....	11,187.50
Rhode Island Airport Corporation .....	158,258.75
Rhode Island Board of Governors For Higher Education.....	112,258.23
Rhode Island Convention Center Authority.....	51,472.79
Rhode Island Economic Development Corporation .....	447,678.96
Rhode Island Health and Educational Building Corporation.....	224,520.19
Rhode Island Public Transit Authority .....	53,520.29
Rhode Island Resource Recovery Corporation .....	34,948.00
Rhode Island State Investment Commission .....	181,221.00
Rhode Island Turnpike & Bridge Authority .....	124,633.57
Secretary of State .....	8,845.00
State of Rhode Island.....	<u>75,500.00</u>
	\$ 1,653,238.48

ADLER POLLOCK & SHEEHAN P.C.

One Citizens Plaza, 8th floor  
Providence, RI 02903-1345  
Telephone 401-274-7200  
Fax 401-751-0604 / 351-4607

175 Federal Street  
Boston, MA 02110-2210  
Telephone 617-482-0600  
Fax 617-482-0604

[www.apslaw.com](http://www.apslaw.com)

May 11, 2012

Louis J. Saccoccio, Esquire  
General Counsel  
University of Rhode Island  
Green Hall  
35 Campus Avenue  
Kingston, Rhode Island 02881

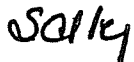
Dear Lou:

We are pleased that you have asked Adler Pollock & Sheehan P.C. to represent the Rhode Island Board of Governors for Higher Education (the "Board"), the University of Rhode Island (the "University"), Rhode Island College ("RIC") and the Community College of Rhode Island ("CCRI") to act as trial counsel in both state and federal litigation and to provide other legal services for the Board, the University, RIC and CCRI. This letter is for the period beginning July 1, 2012 and ending June 30, 2013. This letter and the enclosed information packet are sent in accordance with the Rhode Island Rules of Professional Conduct and Rhode Island General Laws §37-2-70 and will confirm our arrangement for services to be rendered.

As we have discussed, Partner Pat Rocha will have the primary responsibility in the firm's representation but we may call on other lawyers as necessary. This includes Partners Robert P. Brooks, Michael D. Chittick, Todd D. White, Richard R. Beretta, Jr. and myself and associates Avital R. Chatto, John T. Mulcahy and Kyle Zambarano. In addition, on certain routine aspects not requiring a lawyer, we may call upon one or more of our legal assistants. We certify that the attorneys who will work on this matter meet the qualifications of R. I. General Laws § 37-2-70.

Our fees will be based upon the amount of time spent on behalf of the Board or the University. Each lawyer and legal assistant has an hourly billing rate. Our government rates for this type of work are \$250 per hour (blended rate) for attorneys and \$115 per hour for legal assistants. In accordance with the directive of the Director of Administration, our fees will be discounted fifteen (15%) percent. I hereby certify that these rates do not exceed the rates we charge our preferred public or private clients for general civil litigation. We appreciate the opportunity to be of service to you in this and thank you for your confidence you have placed in us by asking that we undertake this representation.

Very truly yours,



SARAH T. DOWLING

STD/rmd  
Enclosure  
609907.1

**ADLER POLLOCK & SHEEHAN P.C.**  
**a Rhode Island Professional Corporation ("AP&S")**  
**CLIENT INFORMATION SHEET**

This information about our client-attorney relationship shall constitute part of your Engagement Letter with us. If there is any difference between the information in this document and the Engagement Letter, the provisions of the Engagement Letter shall apply to our relationship.

**Scope of Engagement.**

We will represent you in the specific matters described in the Engagement Letter (the "Matter"), and will not perform other legal work without consultation and authorization from you.

We expect that you will cooperate with us and will fully and accurately disclose to us all facts and documents that may be relevant to the Matter or that we may otherwise request. For instance, you must be reasonably available to attend meetings, discovery proceedings, conferences and other proceedings.

You authorize and direct us to take all actions which we deem advisable on your behalf in the Matter except those specific decisions, if any, set forth in the Engagement Letter which must be made by you. We will notify you of significant developments and consult with you in advance of any significant decisions.

We will use our best professional efforts in representing you in the Matter; however, we have given no assurances to you regarding the outcome. Any statement of opinion or beliefs concerning the Matter or the results that might be anticipated made by any employee of AP&S is based on the information available at the time and should not be construed as a promise or guaranty.

**Fees and Disbursements.**

Our fees for services shall be determined based upon the prevailing hourly rates of attorneys, paralegals and staff support involved in the Matter. The present hourly rates of the attorney in charge of the Matter and the associates and legal assistants expected to be involved in the Matter are set forth in the Engagement Letter. Those rates are reviewed and modified from time to time and we will apply the new rates as they are so modified. The prevailing hourly rates are available to you upon request.

You understand that we may have to retain certain persons or entities to perform services related to the Matter, such as local counsel, corporate filing and service agencies, real estate appraisers, expert witnesses, investigators, consultants and title examiners, among others. You authorize us to direct such persons and entities to render statements for services rendered and expenses either directly to you or to us. In such latter event, you shall promptly reimburse us for the full amount of such statements.

Additionally, federal courts (and possibly some state courts) require that transcripts of proceedings be reviewed to redact certain kinds of personal identification, as well as private or confidential information. To the extent these fees are incurred, you agree to pay for our time in complying with these rules and procedures.

We do not directly bill for domestic telephone charges, copying done at the firm or non-priority mail postage. However, we may incur various other expenses in providing services to you in the Matter such as filing fees, courier services, recording or certification charges, witness fees, international telephone charges, overtime clerical assistance, travel expenses, priority mail postage, copying done outside of our office and computerized research charges. You shall promptly reimburse us for all such

expenses or, if you are billed directly for those expenses, make prompt, direct payment to the originators of those services.

We will bill you monthly and you will pay AP&S legal fees and expenses within thirty (30) days of the date of invoice. Any requested retainer or fee advance must be paid prior to the commencement of representation and will be applied against invoices for fees and disbursements in such manner as AP&S determines. No interest shall accrue on any retainer or fee advance.

Invoices shall include a summary description of the services performed by AP&S and a listing of all disbursements, charges and expenses for which AP&S seeks reimbursement. More detailed billing formats are available upon request.

The fees and costs relating to the Matter generally are not predictable. Accordingly, AP&S has made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete the Matter. Any projection or budget of fees and costs represents only an estimate of such fees and costs. It is also expressly understood that payment of AP&S's fees and costs is in no way contingent on the ultimate outcome of the Matter.

#### **General Matters.**

Adler Pollock & Sheehan P.C. is a professional corporation organized under the corporate laws of the State of Rhode Island, and for that reason its shareholders are afforded limited liability with respect to corporate obligations under applicable corporate law.

Adler Pollock & Sheehan P.C. may from time to time refer to its shareholders as "partners" as a matter of informal professional courtesy and custom. The term "partner" has been historically used as an informal and honorary designation of attorneys who have attained senior professional status or in recognition of other professional achievements. The use of the term "partner" does not imply or suggest that the firm is a legal partnership or that a "partner" has any personal liability with respect to the obligations of Adler Pollock & Sheehan P.C.

We will conduct our internal conflict identification procedure prior to the commencement of our representation of you in the Matter in reliance upon the accuracy and completeness of information furnished by you to us. If, in the course of representing you in the Matter, we determine, in our sole discretion, that a conflict of interest exists, AP&S will notify you of such conflict and may withdraw from representing you in the Matter to the extent that such a withdrawal would be permitted or required by applicable provisions of the applicable Rules of Professional Conduct, by local law or by the rules of courts having jurisdiction over the Matter.

Subject to the applicable Rules of Professional Conduct, local law, or rules of courts having jurisdiction, upon withdrawal from, or termination or conclusion of, the representation of you in the Matter, we shall have the right to accept engagements to represent other clients in matters which are adverse to you.

We shall have the right to withdraw from representation of you in the Matter if you fail to perform as set forth herein or for any reason that is permitted or required by the applicable Rules of Professional Conduct, by local law, or by the rules of courts having jurisdiction over the Matter.

You shall have the right, in your sole discretion, to terminate our representation of you in the Matter and shall notify us in writing of any such termination.



Unless previously terminated, our representation of you will terminate when we send you a final invoice for services rendered in the Matter. Following termination, we will not undertake to keep you informed of developments or circumstances which might occur subsequent to the withdrawal from, or termination or conclusion of, the representation.

Upon conclusion, termination or withdrawal of our representation of you in the matter, you shall promptly pay all fees, charges and expenses incurred or accrued through the date of conclusion, termination or withdrawal; and you shall also promptly pay to AP&S all charges and expenses, charged at the then prevailing rate, related to the transfer of files of AP&S and/or the providing of information therein to you and/or your new legal counsel. At such times as you request, we will consult with your new counsel after termination at our then hourly rates. AP&S files, including lawyer work product pertaining to the matter, will be retained by AP&S. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials and credit and accounting records, any internal lawyers' work product such as drafts, notes, internal memorandum and legal and factual research including investigative reports prepared by or for the internal use of lawyers. All documents retained by AP&S (including any papers you have not requested) will be transferred to the person responsible for administering our Records Retention Program. Consistent with the applicable Rules of Professional Conduct, AP&S reserves the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the conclusion of the engagement.

In the event of any dispute between us, we each agree to submit to non-binding mediation prior to the institution of legal proceedings.

#### **Privacy Policy Notice.**

Attorneys, like other professionals who are "significantly engaged" in providing advice on various personal financial matters, may now be required by recent federal laws and regulations to inform certain present and former clients of the attorneys' policies regarding the privacy of client information. It is not clear whether such laws and regulations apply to AP&S, or that you fall within the category of persons who should receive such a notice. Without accepting or conceding the applicability of those federal requirements, AP&S is nonetheless providing this statement of its privacy policy to you out of an abundance of caution.

Attorneys are bound by professional standards of confidentiality that are even more stringent than those required by the federal requirements. Therefore, AP&S has always protected its clients' rights to privacy under the professional standards applicable to attorneys, and will continue to do so in the future whether or not the federal requirements apply.

In the course of providing our clients with advice on financial matters such as taxation, estate planning, real estate transactions, debt collection and other services, AP&S may receive significant personal financial information from our clients. All present and former clients of AP&S should know that any information that is received from them is held in confidence, and is not released to people outside the firm, except as agreed to by the client, or as required under an applicable law.

AP&S retains records relating to professional services that are provided to clients so as to enable AP&S to assist its clients with their professional needs and, in some cases, to comply with professional guidelines. In order to guard clients' nonpublic personal information, AP&S maintains physical, electronic, and procedural safeguards that comply with the professional standards applicable to attorneys.

443701\_1

May 11, 2012

Louis J. Saccoccio, Esquire  
General Counsel  
University of Rhode Island  
Green Hall  
35 Campus Avenue  
Kingston, Rhode Island 02881

**Re: Letter of Engagement**

Dear Lou:

We are pleased that you have asked Adler Pollock & Sheehan P.C. to represent the Rhode Island Board of Governors for Higher Education (the "Board"), the University of Rhode Island (the "University"), Rhode Island College ("RIC") and the Community College of Rhode Island ("CCRI") as counsel on bond related matters. In this regard we will provide advice and counseling related to public and other financing issues including the impact on the tax-exempt status of outstanding bond obligations of various initiatives or programs proposed or contemplated by the University, the Board, RIC and CCRI. This letter and the enclosed information packet are sent in accordance with the Rhode Island Rules of Professional Conduct and in compliance with the General Laws of Rhode Island §37-2-70. This letter of engagement is for the period beginning July 1, 2012 and ending June 30, 2013.

As we have discussed, I will have primary responsibility in the firm's representation but we may call on other lawyers as necessary. In addition, on certain routine aspects not requiring a lawyer, we may call upon one or more of our legal assistants.

Our fees will be based upon the amount of time spent on behalf of the Board or the University. Each lawyer and legal assistant has an hourly billing rate. As agreed, our top rate per hour will be \$325 which will include partners Paul A. Campellone, Stephen Geanacopoulos and E. Hans Lundsten. Rates for associates, including Julia B. Techentin, will be \$225. I hereby certify that these rates do not exceed the rates we charge our preferred public or private clients for bond related work.

We certify that the attorneys who will work on this assignment meet the qualifications of R. I. General Laws § 37-2-70

In accordance with the directive of the Director of Administration, our fees will be discounted fifteen (15%) percent.

Louis J. Saccoccio, Esquire  
May 11, 2012  
Page 2

We appreciate the opportunity to be of service to you in this matter and thank you for the confidence you have placed in us by asking that we undertake this representation.

Very truly yours,

*Sally*

SARAH T. DOWLING

STD/rmd  
Enclosure

609906.1

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**a Rhode Island Professional Corporation ("AP&S")**  
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expenses or, if you are billed directly for those expenses, make prompt, direct payment to the originators of those services.

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Attorneys are bound by professional standards of confidentiality that are even more stringent than those required by the federal requirements. Therefore, AP&S has always protected its clients' rights to privacy under the professional standards applicable to attorneys, and will continue to do so in the future whether or not the federal requirements apply.

In the course of providing our clients with advice on financial matters such as taxation, estate planning, real estate transactions, debt collection and other services, AP&S may receive significant personal financial information from our clients. All present and former clients of AP&S should know that any information that is received from them is held in confidence, and is not released to people outside the firm, except as agreed to by the client, or as required under an applicable law.

AP&S retains records relating to professional services that are provided to clients so as to enable AP&S to assist its clients with their professional needs and, in some cases, to comply with professional guidelines. In order to guard clients' nonpublic personal information, AP&S maintains physical, electronic, and procedural safeguards that comply with the professional standards applicable to attorneys.

June 4, 2012

I-195 Redevelopment District Commission  
c/o Colin P. Kane, Chairman  
555 Valley Street  
Providence, RI 02908

**Re: I-195 Redevelopment District Commission/Adler Pollock & Sheehan P.C.**

Dear Ladies and Gentlemen:

Thank you for allowing us the opportunity to serve the I-195 Redevelopment District Commission (the "Commission") as legal counsel. This letter will confirm the terms and conditions pursuant to which Adler Pollock & Sheehan P.C. (the "Firm") will represent the Commission as legal counsel.

The Firm will provide legal counsel services to the Commission on matters as requested by the Commission. The Firm will make available to the Commission the Firm's resources in areas of law relevant to the Commission's work (e.g., real estate, public finance, environmental, tax, labor, regulatory, litigation, etc.). Robert I Stolzman, Esq., a principal with the Firm, shall have primary responsibility for supervising the Firm's work for the Commission. Other attorneys and paralegals will be assigned to perform for the Commission in work consultation with the Commission.

The Firm will charge the Commission for the Firm's services on an hourly fee basis plus out-of-pocket expenses. The Firm's rate of compensation for the Commission shall be \$250 an hour for all attorneys (whether principals of the Firm, counsel or associates). The Firm hereby certifies that this rate of compensation does not exceed the rate of compensation charged by the Firm to its preferred public or private clients. In the event the Firm changes the rate it charges its preferred public or private clients, it will notify you in advance of that change. The Firm will bill the Commission monthly for time expended on behalf of the Commission plus extraordinary out-of-pocket expenses such as messenger services, filing fees, overnight delivery and printing. The Firm will not charge the Commission for ordinary out-of-pocket expenses and overhead such as normal photocopy and telephone charges.

The term of the Firm's engagement by the Commission shall be one (1) year which shall be renewable on a yearly basis. Either the Firm or the Commission may terminate the engagement upon notice to the other.

I-95 Redevelopment District Commission  
June 4, 2012  
Page 2

Pursuant to the Firm's obligations under the Rhode Island Rules of Professional Conduct, attached hereto is the Firm's Client Information Sheet, which, to the extent they are not contrary to the terms set forth in this letter, explain the Firm's billing and engagement policies.

We look forward to serving the Commission and helping it fulfill its very important mission for the success of the I-195 Redevelopment District, the City of Providence and the State of Rhode Island.

Sincerely,



ROBERT I. STOLZMAN

RIS:ll

Receipt and terms of engagement acknowledged:

I-195 Redevelopment District Commission

By: \_\_\_\_\_  
Its: \_\_\_\_\_



June 4, 2012

I-195 Redevelopment District Commission  
c/o Colin P. Kane, Chairman  
555 Valley Street  
Providence, RI 02908

*Re: I-195 Redevelopment District Commission/Adler Pollock & Sheehan P.C.*

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Thank you for allowing us the opportunity to serve the I-195 Redevelopment District Commission (the "Commission") as legal counsel. This letter will confirm the terms and conditions pursuant to which Adler Pollock & Sheehan P.C. (the "Firm") will represent the Commission as legal counsel.

The Firm will provide legal counsel services to the Commission on matters as requested by the Commission. The Firm will make available to the Commission the Firm's resources in areas of law relevant to the Commission's work (e.g., real estate, public finance, environmental, tax, labor, regulatory, litigation, etc.). Robert I Stolzman, Esq., a principal with the Firm, shall have primary responsibility for supervising the Firm's work for the Commission. Other attorneys and paralegals will be assigned to perform for the Commission in work consultation with the Commission.

The Firm will charge the Commission for the Firm's services on an hourly fee basis plus out-of-pocket expenses. The Firm's rate of compensation for the Commission shall be \$250 an hour for all attorneys (whether principals of the Firm, counsel or associates). The Firm hereby certifies that this rate of compensation does not exceed the rate of compensation charged by the Firm to its preferred public or private clients. In the event the Firm changes the rate it charges its preferred public or private clients, it will notify you in advance of that change. The Firm will bill the Commission monthly for time expended on behalf of the Commission plus extraordinary out-of-pocket expenses such as messenger services, filing fees, overnight delivery and printing. The Firm will not charge the Commission for ordinary out-of-pocket expenses and overhead such as normal photocopy and telephone charges.

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I-95 Redevelopment District Commission  
June 4, 2012  
Page 2

Pursuant to the Firm's obligations under the Rhode Island Rules of Professional Conduct, attached hereto is the Firm's Client Information Sheet, which, to the extent they are not contrary to the terms set forth in this letter, explain the Firm's billing and engagement policies.

We look forward to serving the Commission and helping it fulfill its very important mission for the success of the I-95 Redevelopment District, the City of Providence and the State of Rhode Island.

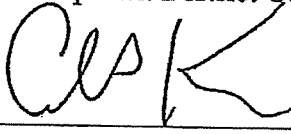
Sincerely,

ROBERT I. STOLZMAN

RIS:ll

Receipt and terms of engagement acknowledged:

I-195 Redevelopment District Commission

By:  COLIN P. KANE

Its: Chairman



State of Rhode Island and Providence Plantations  
General Treasurer  
State House - 102  
Providence, Rhode Island 02903

JUN 27 2012

ONE CITIZENS PLAZA 8th FLOOR  
PROVIDENCE, RI 02903

Gina M. Raimondo  
General Treasurer

June 21, 2012

Sarah T. Dowling, Esq.  
Adler Pollock & Sheehan P.C.  
One Citizens Plaza, 8<sup>th</sup> Floor  
Providence, RI 02903

Re: Extension of SIC Counsel through June 30, 2013

Dear Ms. Dowling:

This letter serves as an extension of the engagement of Adler Pollock & Sheehan P.C. (the "Firm") to serve as State Investment Commission ("SIC") counsel for the State of Rhode Island (the "State") for a period ending June 30, 2013 or by written notice should the State select SIC counsel through a request for proposal process prior to June 30, 2013. The terms of the engagement will remain the same as detailed in the engagement letter dated February 7, 2008. A copy of the February 7, 2008 engagement letter has been enclosed. Please carefully review this letter and the enclosed engagement letter and if meets with your approval, please sign and return the enclosed copy to the undersigned.

Sincerely,

Mark A. Dingley  
Deputy General Treasurer / General Counsel

Agreed & Accepted:  
Adler Pollock & Sheehan P.C.

Signed: Adler Pollock & Sheehan PC Date: 7.3.12

Sarah T Dowling

Print Name: Sarah T Dowling

## ADLER POLLOCK &amp; SHEEHAN P.C.

One Citizens Plaza, 8th floor  
 Providence, RI 02903-1345  
 Telephone 401-274-7200  
 Fax 401-751-0604 / 351-4607

175 Federal Street  
 Boston, MA 02110-2210  
 Telephone 617-482-0600  
 Fax 617-482-0504

www.apslaw.com

February 7, 2008

Rhode Island State Investment Commission  
 c/o Office of the State Treasurer  
 State House, Room 102  
 Providence, Rhode Island 02903  
 Attention: Mark A. Dingley, Chief of Staff/Chief Legal Counsel

Dear Mark:

We are pleased that you have asked Adler Pollock & Sheehan P.C. to represent the Rhode Island State Investment Commission in connection with the review of private equity and real asset investments. This is sent in accordance with the Rhode Island Rules of Professional Conduct and will confirm our arrangement for services to be rendered.

As we have discussed, I will have primary responsibility in the firm's representation. But we may call on other lawyers as necessary. In addition, in certain routine aspects not requiring a lawyer, we may call upon one or more of our legal assistants.

Our fees will be based on the amount of time spent on your behalf. Each lawyer and legal assistant has an hourly billing rate. Our government rates are \$225 per hour for partners, \$175 per hour for associates and \$115 per hour for legal assistants. I hereby certify that these rates do not exceed the rates we charge our preferred public or private clients.

We appreciate the opportunity to be of service to you in this matter and thank you for the confidence you have placed in us by asking that we undertake this representation.

Very truly yours,

*Selly*

SARAH T. DOWLING

STD/rmd  
 Enclosure

443699\_1

*Accepted for 2 year term commencing  
 1/1/08 through 12/31/09.*

*Mark A. Dingley  
 Chief of Staff/Chief Legal Counsel*



Member firms of the State Capital Global Law Firm Group practice  
 independently and not in a relationship for the joint practice of law.



State of Rhode Island and Providence Plantations  
General Treasurer  
State House - 102  
Providence, Rhode Island 02903

Gina M. Raimondo  
General Treasurer

June 21, 2012

Paul A. Campellone, Esq.  
Adler Pollock & Sheehan P.C.  
One Citizens Plaza, 8<sup>th</sup> Floor  
Providence, RI 02903

Re: Extension of Disclosure Counsel through June 30, 2013

Dear Mr. Campellone:

The State of Rhode Island (the "State") is formally exercising its option to extend the engagement of Adler Pollock & Sheehan P.C. (the "Firm") to serve as disclosure counsel for the State for an addition one year period ending June 30, 2013. The terms of the engagement will remain the same as detailed in the engagement letter dated August 25, 2011. A copy of the August 25, 2011 engagement letter has been enclosed.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Dingley". The signature is stylized and written over the printed name and title.

Mark A. Dingley  
Deputy General Treasurer / General Counsel

[www.treasury.ri.gov](http://www.treasury.ri.gov)

(401) 222-2307 / Fax (401) 222-6140



State of Rhode Island and Providence Plantations  
General Treasurer  
State House - 102  
Providence, Rhode Island 02903

Gina M. Raimondo  
General Treasurer

August 25, 2011

Paul A. Campellone, Esq.  
Adler Pollock & Sheehan P.C.  
One Citizens Plaza, 8<sup>th</sup> Floor  
Providence, RI 02903-1345

Dear Mr. Campellone:

This will confirm the engagement of Adler Pollock & Sheehan P.C. (the "Firm") to serve as disclosure counsel to the State of Rhode Island (the "State") for a one-year period commencing July 1, 2011 (the "Period of Engagement"). The State shall have the option to extend this engagement for an additional one-year period under the same terms and conditions contained in this engagement by providing the Firm with written notice of the extension prior to the expiration of this engagement.

**Scope**

The scope of services to be performed by the Firm as disclosure counsel is set forth in our Request for Proposals to serve as Bond and Disclosure Counsel to the State (the "RFP") and your response thereto dated April 15, 2011.

The State has committed to utilizing the Firm and a certain other firm as disclosure counsel on its bond issues for the Period of the Engagement. However, the State has reserved the right to retain other disclosure counsel in the event the Firm and the other disclosure counsel have conflicts. This does not mean that the Firm is entitled to represent the State on any particular bond issue. Rather, the Firm acknowledges that the State reserves the right to adjust the rotation of disclosure counsel to reflect conflicts with one of the other disclosure counsel firms or to distribute disclosure counsel work equitably in the discretion of the State. In short, the Firm agrees that the selection of disclosure counsel for any particular bond issue will remain in the sole discretion of the State.

The Firm further agrees to refrain from representing any other party for any bond issue for which it is serving as the State's disclosure counsel. However, on those bond issues for which it is not serving as disclosure counsel for the State, the Firm may serve as counsel for any other party who requests the Firm's representation, provided there is not a conflict with the State's interests which is not waivable under the Rules of Professional Conduct.

**Fees for Services**

The Firm agrees to bill at a blended hourly rate of \$235 for partners; \$175 for associates; and \$115 for legal assistants. The Firm also agrees that its fees, exclusive of any reasonable out of pocket disbursements, if any, for each separate bond, note or certificate of participation issuance will not exceed \$25,000 to the extent such fees relate solely to such issuance. The Firm will be reimbursed for any reasonable out-of-pocket expenses. The Firm will not charge for any inside copying or faxes. The same fee structure will be retained if the contract is extended for an additional year.

The engagement shall include collaborating with the Office of the General Treasurer, State Budget Office and with the State's bond counsel to prepare the State's official statement, issuing opinions of disclosure counsel, developing and reviewing the State's policies and practices regarding compliance with SEC regulations, providing counsel when appropriate on disclosure matters facing the State, preparing and filing, if required, notifications as it may relate to a particular issuance with the Electronic Municipal Market Access System and otherwise serving in the capacity as the State's disclosure counsel.

In addition, the Firm shall assist the State during the engagement with making continuing disclosure filings in accordance with the continuing disclosure undertakings of the State. It is intended that such assistance will be provided by the Firm without compensation beyond the compensation noted above to be provided in connection with services rendered on a particular bond, note or certificate of participation issuance. Notwithstanding the foregoing, if it is not anticipated that the Firm will be engaged to render services on particular bond, note or certificate of participation issuances of a sufficient number to result in the firm being adequately compensated for such continuing disclosure services to be provided, then the State and the Firm shall mutually agree upon alternate means of compensating the Firm for such continuing disclosure services before the Firm shall be required to render such services in connection with this engagement.

**General Advice**

The Firm will provide general advice on disclosure matters to the State as reasonably needed and will not seek additional compensation. However, for work substantially beyond the scope of work contemplated in the RFP, as mutually determined by the State and the Firm, the Firm will bill at the same blended hourly rate of \$235 per hour for partners; \$175 per hour for associates; and \$115 per hour for legal assistants. Fees for these services will be based upon an hourly basis, unless a fixed fee option is agreed upon by the Firm and the State. The State and the Firm agree to execute a separate written agreement for any work substantially beyond the scope of work contemplated in the RFP. No additional fees shall be paid by the State unless such writing is executed by the parties hereto.

**Extended Term**

If any of the transactions is scheduled to close, but does not close by June 30, 2012 (or June 30, 2013 in the event of an extension) for any reason, then the term of this engagement shall be extended at no extra cost to the State through the closing of such transaction or transactions, provided, however, if by September 30, 2012 (or September 30, 2013 in the event of an extension), such a transaction or transactions has not closed, then any further terms for extension shall be agreed upon by both parties.

**Most Favored Rates**

The Firm certifies to the State that all rates of compensation set forth herein do not exceed the rates of compensation charged by the Firm to its preferred public or private clients for similar services.

**Billings**

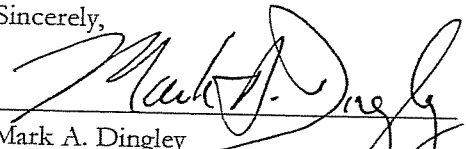
The Firm will provide the Office of the General Treasurer with statements for services rendered. Disbursements shall be at a reasonable rate and detailed records shall accompany each bill. When billed in connection with financings, the Firm's fees will be paid at the time of closing.

**Conflicts of Interest**

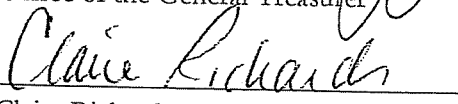
By accepting this engagement as disclosure counsel, the Firm acknowledges that it is acting as disclosure counsel for the State of Rhode Island. The Firm acknowledges that Rule 1.7 of the Rules of Professional Conduct sets forth the standard and the method of resolving any conflict of interest. If consent of the client is required pursuant to Rule 1.7 of the Rules of Professional Conduct, the Firm agrees that such consent must be received from both the Governor and the General Treasurer or their designees. Notwithstanding anything herein to the contrary, the conflict of interest provision set forth above is not intended to prohibit the Firm from representing, or requiring the Firm to obtain consent from the State to represent, any client before or against any instrumentality or department of government, quasi-public entity formed by the General Assembly or state bureau, commission, agency, board or entity of the State, including, without limitation, in any hearing or litigation.

If the foregoing is an accurate confirmation of the terms of the Firm's engagement, please indicate your agreement by signing and returning to me a duplicate of this letter.

Sincerely,

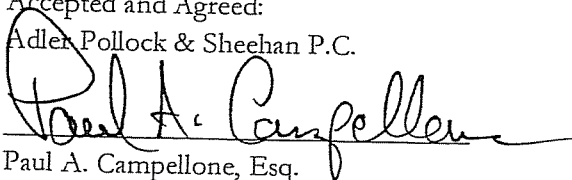
  
Mark A. Dingle  
Deputy General Treasurer/ General Counsel  
Office of the General Treasurer

8/25/11  
Date

  
Claire Richards  
Chief Legal Officer  
Office of the Governor

8/25/11  
Date

Accepted and Agreed:  
Adler Pollock & Sheehan P.C.

  
Paul A. Campellone, Esq.

9/2/11  
Date



12 MAR -8 AM 10:15

**AFFIDAVIT OF STATE VENDOR**  
UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

**Statement Under Oath of Affirmation**

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

1. Name, address and telephone number of person making this affidavit

**MRS. Anne Powers**  
Name of Person Making this Affidavit  
**64 Pettaconsett Ave.**  
Address1

Address2  
**Cranston, RI 02920**  
City State Zip  
**401**  
Phone

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes [x] No [ ]

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributions even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
---	----------------------	------------------------	---------------------	-----------------------------------

4. What is the date of execution of the written contract requiring filing of this affidavit  
[Such contract must be filed with this affidavit]

5. If the contract requiring the filing of this affidavit is not in writing,  
when were you first notified that the contract had reached the \$5000 threshold?

03/01/2012

6. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

RI Housing telecom services  
Agency Goods / Services

12/31/2012

Contract Expire Date

7. Is this affidavit made by you as an individual or on behalf of a business entity?

Individual [ ]

Business Entity [ ]

8. If on behalf of a business entity, what is the name and nature of the business entity?

American Tele-Connect Services  
Business Name

05-0431843  
FEIN#

Corporation [ ]

Partnership [ ]

Sole Proprietorship [ ]

Other Business Entity [ ]

9. If "Other Business Entity" is checked above what is the nature of such business entity?  
low voltage cabling tele/data work

10. Are you a state vendor because you are the contracting party in a contract with a state Yes [x] No [ ]

11. If yes, what is the name of the state agency to which you are providing goods and/or services? RI Housing

12. If the answer to question 10 is "no", are you a state vendor because you are related to a contracting Yes [ ] No [ ]

13. If the answer to question 12 is "yes", what is the nature of your relationship with the contracting party?

14. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party \_\_\_\_\_ State Agency \_\_\_\_\_  
Address1 \_\_\_\_\_  
Address2 \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes [ ] No [x]

16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes [ ] No [x]

17. If the answer to question 16 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

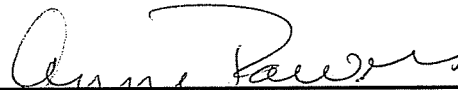
Name \_\_\_\_\_ Address \_\_\_\_\_ Relationship \_\_\_\_\_

18. What is the total gross amount in dollars, of contracts entered into during the said preceding 24 month period between the contracting period and ALL state agencies? Include all contracts regardless of amount. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state by marking "Yes." NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. Yes [ ] No [ ]

State Agency \_\_\_\_\_ Date of Contract \_\_\_\_\_ Amount of Contract \_\_\_\_\_ FEIN # \_\_\_\_\_ P.O. # \_\_\_\_\_

**Total Gross Amount:**

State of: RI  
County of: Providence

  
Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this

6th day of March 2012

Kim M Letendre  
Signature of Notary or Other Person Authorized to Administer Oaths

Kim M Letendre  
Printed Name of Notary or Other Person Authorized to Administer Oaths

RHODE ISLAND  
BOARD OF ELECTIONS

12 JUL 30 AM 10:25

Bank of America  
Merrill Lynch

12 JUL 30 AM 8:48

July 27, 2012

State of Rhode Island  
Board of Elections  
Campaign Finance Division  
50 Branch Avenue  
Providence, RI 02904

Attn: Ms. Cynthia Trombetti

Re: Affidavit of State Vendor under Chapter 17-27 of the Rhode Island General Laws

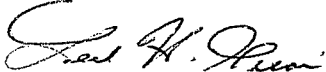
Dear Ms. Trombetti:

Enclosed please find the January 1, 2011 – June 30, 2011 Affidavit for Bank of America Corporation and subsidiaries under Chapter 17-27 of the General Laws of Rhode Island, with Exhibits. Also enclosed is a copy of the 2012 Notice and Certification for Relief from Multiple filings form.

I trust that the enclosed materials provide the information required by the Board of Elections under the State Vendor Law.

Please call me at 212.670.3025 if you require any further information regarding the aforementioned Affidavit and Exhibits.

Sincerely,



Leonard H. Gicas  
VP, Senior Compliance Officer

Enclosures

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Merrill Lynch, Pierce, Fenner & Smith Incorporated, member FINRA/SIPC, is a subsidiary of Bank of America Corporation

NY3-222-14-05  
222 Broadway, New York, NY 10038

♻️ Recycled Paper

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**  
**Board of Elections, Campaign Finance Division**

AFFIDAVIT OF BANK OF AMERICA CORPORATION  
UNDER CHAPTER 17-27 OF THE  
GENERAL LAWS OF RHODE ISLAND

I, Leonard H. Gicas, on oath do hereby make the following statements and provide the following information:

1. I am making this Affidavit in my capacity as Vice President, Senior Compliance Officer, for Bank of America Corporation and all of its subsidiaries. Bank of America's main office is located at 100 N. Tryon Street, Charlotte, NC, 28255. My telephone number is 212.670.3025.

2. Bank of America has reasonable cause to believe that it would be required to make two or more Affidavit filings under Chapter 17-27. Therefore, enclosed is a Notice and Certification of State Vendor for Relief from Multiple Filings dated January 27, 2012 by Bank of America. We have elected a semi-annual filing schedule attached hereto as **Exhibit A**.

3. In all instances the contracting party is Bank of America or certain of its subsidiaries ("together Bank of America and its subsidiaries") identified herein and not the individual who actually signed a contract as such contract exists in writing.

4. Any contract between Bank of America and the State of Rhode Island would be signed by a related party, in his or her capacity as an officer of the particular contracting department or subsidiary as identified below.

5. In order to gather the information required to make these statements, it was necessary to review corporate directories to determine each of the officers who should be surveyed with respect to this Affidavit. Each such officer was requested to provide an affirmative response to a questionnaire concerning reportable political contributions and state contracts.

6. After a review of Bank of America's corporate directories, a survey was made for senior officers concerning the making of political contributions. The officers surveyed range from Senior Vice President Level and above of Bank of America and/or its affected subsidiaries. Officers were asked to provide information as to contributions made to a candidate during the reporting period January 1, 2012 – June 30, 2012. The terms "candidate" and "contribution" as used herein have the same meaning as the definitions set forth in RIGL 17-25-3.

7. In order to properly advise our officers, the questionnaire referenced in Paragraph 5 set out the requirements for the filing of an Affidavit with the State of Rhode Island and an explanation of what a state vendor relationship would be, and the obligation of the officers to report political contributions individually, by their spouse and/or minor children. The officers were informed of the legal obligations to file an Affidavit concerning this information. A summary of the responses from officers who said they made reportable contributions is contained in **Exhibit B**. (Contributions

previously reported are included on this Exhibit to provide the required 24-month history and such contributions are noted "PR".)

8. The information supplied in this Affidavit is accurate to the best of my knowledge, based upon a best effort survey as described in paragraphs 5, 6, and 7 above. Given that Bank of America is a large organization with a multitude of complex relationships with the State of Rhode Island and its subdivisions, our survey may not have identified all Bank of America contractual relationships with the State of Rhode Island.

9. The following contracts remain in force or from a previous effective date and have a dollar value of \$5,000 or more or when aggregated reach the \$5,000 threshold.

10. The subparagraphs below provide details as to the contracting party, the agency of the State of Rhode Island with which the contract was made, the date of the contract, the expiration date of the contract (where applicable), the amount billed under the contract, and a description of the goods and services provided to the State of Rhode Island under the contract.

- A. Bank of America N.A. - Global Commercial Banking financed with the Economic Development Corporation 3/6/2000 for the Fidelity Bond and Fleet Bond. (original documents included in 1-1-01 affidavit) Fidelity Bond - Fleet National Bank bought a \$25MM, 25 year, taxable development revenue bond (Fidelity Bond) issued by the Rhode Island Economic Development Corp, with a maturity date of 5/01/21.
- B. Bank of America N.A. - Global Commercial Banking bought a \$11MM, 30 year, taxable development revenue bond (Fleet Bond) issued by the Rhode Island Economic Development Corp, with a maturity date of 5/01/27. Fleet National Bank (FNB) financed through the Economic Development Corporation, (EDC) dated 1/25/02, a 25 year, \$10MM, Moral Obligation Taxable Development Revenue Bond (MOB) as Phase II parity issue from the existing MOB that Fleet issued in 1996. Maturity date of 2027.
- C. Bank of America, N.A. – Global Commercial Banking provided a 10 years, \$12.55MM term loan to RIHMFC in May 2002. Fleet's share of the loan was \$3.4MM. The proceeds of the loan provided \$10MM for LMI housing purposes through RIHMFC and \$2.5MM to Travelers' Aid to support their relocation to the YMCA building. The term maturity date is 5/15/12.
- D. Bank of America, N.A. – Global Commercial Banking provides Image Viewer service access to and use of certain Fleet and/or third party computer software programs and documentation and manuals provided by Fleet to the State of Rhode Island.
- E. Bank of America, N.A. – Global Commercial Banking (“GCB”)are currently parties to the following service agreement:
- (i.) GCB Cash Management Department continues to provide comprehensive banking services to the State of Rhode Island and the University of Rhode Island, such as demand deposit services, advanced clearing services, account reconciliation services, coin and currency services and Treasury Express services. The charges for the services provided are on a per item basis related to the level of activity in each account. The State and the University of Rhode Island receive a monthly activity statement detailing these charges. Both parties have been setup on an analysis basis, leaving compensating balances in lieu of payment for services.  
The signed contracts submitted with the July 1995 filing to the Board remain in place for the State of Rhode Island.
  - (ii) GCB Institutional Custody Department continues to provide custodial services to the State of Rhode Island with respect to unclaimed property (securities) escheated by the State. The services are governed by an agreement dated June 13, 1989. Annual revenues for this service are approximately \$22,000. A copy of the Custody Agreement was included in the January 1998 filing with the Board.
  - (iii) GCB continues to provide wholesale lockbox services to the State of Rhode Island and the State of Rhode Island Boater Registrations (Dept. of Environmental Mgmt.) pursuant to the Service Agreements submitted as part of the July 1998 filing to the Board.
- F. Bank of America Merrill Lynch (including formerly known as Banc of America Securities “BAS”) a subsidiary of Bank of America Corporation, has entered into several bond purchase agreements with the Rhode Island Health and Educational Building Corporation as follow:

- Health Facilities Revenue Bonds (Thundermist Health Center – Series 2004) valued at \$6.3MM, effective date 2/9/04, expiration date 2/34.
  - Variable Rate Demand Industrial Development Revenue Bonds (Hall Real Estate, LLC – Series 2004) valued at \$4.27MM, effective date 2/24/04, expiration date 2/21.
  - Health Financing Revenue Bonds (Newport Hospital – Series 2004) valued at \$10MM dated 3/8/04, expiration 3/14.
  - Educational Institution Revenue Bonds (The Pennfield School – Series 2004) valued at \$5MM, effective date 3/24/04, expiration date 9/2034.
  - Higher Education Fac Revenue Bonds, Series 2010 A valued at \$40MM, effective date 5/07/10, expiration date 3/01/40.
- G. Bank of America Merrill Lynch (including formerly known as Banc of America Securities “BAS”), a subsidiary of Bank of America Corporation, has entered into two bond purchase agreements with the Rhode Island Economic Development Corporation and the Rhode Island Health and Educational Building Corporation as follow:
- Variable Rate Demand Bonds (YMCA of Pawtucket, Inc. - Series 2004) valued at \$4.4MM, effective date 10/13/2004, expiration date 10/2034.
  - Fixed Rate Education Facilities Revenue Bonds (The Groden Center, Inc. – Series 2004) valued at \$8MM, effective date 10/28/2004, expiration date 10/2034.
- H. Bank of America Merrill Lynch (including formerly known as Banc of America Securities “BAS”), a subsidiary of Bank of America Corporation, has entered into a bond purchase agreement with the Rhode Island Health and Educational Building Corporation (RIHEBC) as follows:
- Fixed rate (30 years) Tax-Exempt Bond Issue Educational Facility Revenue Bonds Catholic School Program Issue – Series 2005A valued at \$23.1MM effective date 4/27/2005, expiration date 4/1/2035.
- I. Bank of America Merrill Lynch (including formerly known as Banc of America Securities “BAS”), a subsidiary of Bank of America Corporation, has entered into a bond purchase agreement with the Rhode Island Health and Educational Building Corporation (RIHEBC) as follows:
- Fixed rate (14 year) Tax-Exempt Bond Issue. Medical/Hospital Facility Revenue Bonds (Refunding) Landmark Medical Center Issue – Series 2005 valued at \$14.1MM effective date 8/1/2005, expiration date 10/1/2019.
- J. Bank of America Merrill Lynch (including formerly known as Banc of America Securities “BAS”), a subsidiary of Bank of America Corporation has entered into a bond purchase agreement with the Rhode Island Health and Educational Building Corporation, CVS Highlander Charter School Issues – Series 2007 in the amount of \$7.0M effective date 9/19/2007.
- K. Bank of America Merrill Lynch, a subsidiary of Bank of America Corporation has entered into several agreements with the RI Housing and Mortgage Finance Corporation as follows:
- Series 3 Home Funding Bonds valued in the amount of \$20MM, effective 10/10, expiration date 04/01/28

- 2010 Series I Multi-Family Development Bonds valued in the amount of \$11.2MM effective 11/10, expiration date 10/01/51.
  - 2010 Series A Multi-Family Funding Bonds valued in the amount of \$21.3MM, effective date 11/23/10, expiration date 04/01/35
- L. Banc of America Securities, LLC, a subsidiary of Bank of America Corporation has entered into a bond purchase agreement with the RI Health and Educational Building Corporation, Home & Hospice Care of RI Issue – Series 2008 in the amount of \$12.6MM, effective date 2/07/2008.
- M. Banc of America Securities, LLC, a subsidiary of Bank of America Corporation has entered into a bond purchase agreement with the RI Economic Development Corporation, RI Philharmonic Orchestra Issue – Series 2008 in the amount of \$7.MM. Effective date 3/19/2008.
- N. Banc of America Securities, LLC, a subsidiary of Bank of America Corporation has entered into two bond purchase agreements with the Rhode Island Health and Educational Building Corporation (Roger Williams University) as follows:
- Roger Williams University Series 2008A valued in the amount of \$22.9MM, effective date 7/02/2008.
  - Roger Williams University, Issue Series 2008B valued in the amount of \$38MM, effective date 8/27/2008.
- O. Bank of America, N.A. entered into two negotiated bond agreements with Rhode Island Student Loan Authority in the amount of \$7MM effective 3/31/2010 and \$2 MM effective 4/30/2010.
- P. Bank of America, N.A. entered into a negotiated bond agreement with Rhode Island Turnpike & Bridge Authority in the amount of \$50MM effective date 4/01/2010.
- Q. Bank of America corporation subsidiaries entered into the following agreements with the State of Rhode Island:
- Bank of America, NA in amount of \$ 21MM with an effective date of 4/30/2010.
  - Bank of America Merrill Lynch, Series 2010A, Consolidated Cap Dev Loan with State of RI and Providence Plan in the amount of \$78.9MM effective date 04/07/2010, expiration date 10/01/20.
- R. Banc of America Public Capital Corporation (“BAPCC”) entered into an agreement with State of Rhode Island in the amount of \$11MM for computer system lease with an effective date of 5/13/10.
- S. Bank of America Merrill Lynch entered into an agreement with Rhode Island Clean Water Fin Agency, Water PC Revolving Fund Revenue bonds in the amount of \$40.2M, effective 3/9/11, expiration date 10/01/32.
- T. Bank of America Merrill Lynch entered into a bond purchase agreement with the Rhode Island Health and Educational Building Corporation as follows:



- Higher Education Facilities Bonds (Series 2012) valued at \$38.940MM , effective date 1/25/12, expiration date 11/1/41.
- Public School Revenue Bond Financing Program (Series 2012 A) valued at \$35.640MM, effective date 2/14/12, expiration date 5/15/37.
- Higher Education Facilities Bonds (Series 2012) valued at \$28.340MM, effective date 3/28/12, expiration date 6/1/31.

U. Bank of America Merrill Lynch entered into a bond purchase agreement with the Rhode Island Housing and Mortgage Financing Corporation as follows:

- Homeownership opportunity bonds (Series 61 A&B) valued at \$25.00MM, effective date 6/6/12, expiration date 10/1/42.
- Homeownership opportunity bonds (Series 61 C) valued at \$37.90MM, effective date 6/6/12, expiration date 4/1/34.
- Homeownership opportunity bonds (Series 62 A&B) valued at \$25.26MM, effective date 7/3/12, expiration date 10/1/28.
- Homeownership opportunity bonds (Series 61 C) valued at \$60.355MM, effective date 7/3/12, expiration date 10/1/28.

V. Bank of America Merrill Lynch entered into a bond purchase agreement with the Rhode Island Student Loan Authority as follows:

- Higher Education Facilities Bonds (Series 2012) valued at \$28.34MM, effective date 3/28/12, expiration date 6/1/31.

W. Bank of America Merrill Lynch entered into a bond purchase agreement with the Rhode Island Clean Water Finance Agency as follows:

- Water Pollution Control Revenue Bonds (Series 2012 A) valued at \$25.620MM, effective date 6/28/12, expiration date 10/1/33.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of this 27th day of July 2012.

BANK OF AMERICA CORPORATION



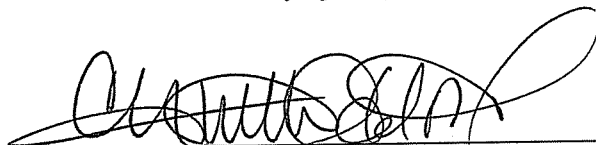
Leonard H. Gicas, VP, Senior Compliance Officer

STATE OF NEW YORK

New York County

Subscribed and sworn to or affirmed before me, an officer authorized to administer oaths in the jurisdiction where this Affidavit was made on *this 27th day of July, 2012*

**CAMILLE P LEDDA**  
 Notary Public - State of New York  
 No. 01LE6217181  
 Qualified In New York County  
 My Commission Expires Feb. 08, 2014



NOTARY PUBLIC  
 My Commission Expires: Feb 08 2014

**EXHIBIT A**

**NOTICE AND CERTIFICATION OF STATE VENDOR  
FOR RELIEF FROM MULTIPLE FILINGS**

---

*STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS*  
**BOARD OF ELECTIONS**  
**CAMPAIGN FINANCE DIVISION**  
50 Branch Avenue, Providence, Rhode Island 02904

TEL. (401) 222-2056 [TDD: 222-2239]

**NOTICE AND CERTIFICATION OF STATE VENDOR  
FOR RELIEF FROM MULTIPLE FILINGS**

The undersigned certifies to the State Board of Elections under Section 17-27-3 of the General Laws of Rhode Island that it has reasonable cause to believe that for the calendar year 2012, it will be required to file two or more affidavits, and that this notice and certification is being filed for the purpose of permitting the undersigned to report on a semi-annual basis to the State Board of Elections for the aforementioned calendar year.

BANK OF AMERICA CORPORATION  
State Vendor

Date: January 27, 2012

**NOTE:**

State Vendors are permitted to file semi-annual reports with the Board of Elections if they reasonably believe that they otherwise would be required to file multiple reports within a single calendar year. In order to avail themselves of this opportunity, state vendors are required to file this Notice and Certification with the State Board of Elections for such calendar year no later than the date by which the first report to the Board of Elections for such calendar year would otherwise be due, i.e., 60 days from the date of execution of a contract with a state agency or in the case of unwritten contracts, within 60 days after the state vendor is first notified that the contract has reached the \$5,000 reporting threshold.

**EXHIBIT B**

**CONTRIBUTIONS BY BANK OF AMERICA OFFICERS**

CONTRIBUTIONS BY BANK OF AMERICA OFFICERS  
24 Month Period: January 1, 2010 – June 30, 2012

	Name(s) of Contributor	Recipient/Campaign	Date of Contrib.	Amount
PR	Bennett, Oliver	Gina Raimondo	March 30, 2010	\$ 400
PR	Vales IV, Manuel J (husband of Vales, Mary)	Patrick Lynch	May 1, 2010	\$ 500
PR	Stevenson, C. Scott	Lincoln Chaffee	May, 2010	\$ 250
PR	Bennett, Oliver	Steve Constantino	June 30, 2010	\$ 400
PR	McDevitt, Kevin L	Kevin O'Neill	June 6, 2010	\$ 100
PR	Tracey, Kevin	Joe Fernandez	July 1, 2010	\$ 50
PR	Medici, Edward	Lincoln Chaffee	July, 2010	\$1,200
PR	Almon, Christopher	Friends of Bill Lynch	August 11, 2010	\$ 100
PR	Parr, David	Catherine Taylor	August 30, 2010	\$ 250
PR	Tracey, Kevin	Gina Raimondo	September, 2010	\$ 100
PR	Tracey, Kevin	Lincoln Chaffee	September, 2010	\$ 250
PR	Vales IV, Manuel J (husband of Vales, Mary)	Patrick Lynch	September 15, 2010	\$ 350
PR	Stevenson, C Scott	Lincoln Chaffee	September 19, 2010	\$ 100
PR	Stevenson, C Scott	Catherine Taylor	September 19, 2010	\$ 100
PR	Turner, Jennifer (wife of Jacobson, Keith R)	Joshua Miller	September 23, 2010	\$ 150
PR	Vales IV, Manuel J (husband of Vales, Mary)	William Lynch	October 1, 2010	\$ 500
PR	Parr, David	Sam Zurier	October 18, 2010	\$ 100
PR	McDevitt, Kevin L	Kerry King	November 2, 2010	\$ 392.57
PR	Turner, Jennifer (wife of Jacobson, Keith R)	Friends of Michael Solomon	November 20, 2010	\$ 100
	McDevitt, Kevin	William McKenna	February 21, 2012	\$ 100
	Marzilli, Susan (wife of David P.)	Tina Jackson	June, 2012	\$ 100

PR = Previously reported

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 BOARD OF ELECTIONS  
 CAMPAIGN FINANCE DIVISION  
 50 Branch Avenue, Providence, Rhode Island 02904  
 TEL. (401) 222-2056 [TDD: 222-2239]

RHODE ISLAND  
 BOARD OF ELECTIONS  
 12 JUL 13 AM 10:00

AFFIDAVIT OF STATE VENDOR  
 UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF. If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

Name, address and telephone number of person making this affidavit.

Michael V. D'Ambra  
 NAME OF PERSON MAKING THIS AFFIDAVIT  
 800 Jefferson Boulevard, Warwick, RI 02887  
 ADDRESS  
 (401) 737-1300  
 TELEPHONE NUMBER

What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.]

DATE

If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

DATE

If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

Is this affidavit made by you as an individual or on behalf of a business entity? Individual  On Behalf of Business Entity

If on behalf of a business entity, what is the name and nature of the business entity?

Name of Business Entity D'Ambra Construction Co., Inc. FEIN # 05-0352104  
 (Check One) Corporation  Partnership  Sole Proprietorship  Other Business Entity

If "other business entity" is checked above, what is the nature of such business entity?

Are you a state vendor because you are the contracting party in a contract with a state agency? YES  NO

If yes, what is the name of state agency to which you are providing goods and/or services?

State of Rhode Island and Providence Plantations

If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES  NO

If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?

(a) 10% or greater ownership interest in contracting party   
 (b) executive officer of contracting party   
 (c) spouse or minor child of contracting party, or of 10% or greater owner, or of executive officer

*STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS*  
**BOARD OF ELECTIONS**  
**CAMPAIGN FINANCE DIVISION**  
50 Branch Avenue, Providence, Rhode Island 02904.

TEL. (401)222-2056 [TDD:222-2239]

**NOTICE AND CERTIFICATION OF STATE VENDOR  
FOR RELIEF FROM MULTIPLE FILINGS**

The undersigned certifies to the State Board of Elections under Section 17-27-3 of the General Laws of Rhode Island that it has reasonable cause to believe that for the calendar year 2010, it will be required to file two or more affidavits, and that this notice and certification is being filed for the purpose of permitting the undersigned to report on a semi-annual basis to the State Board of Elections for the aforementioned calendar year.

D'Ambra Construction Co., Inc.  
State Vendor

July 12, 2012  
Date

**NOTE:**

State vendors are permitted to file semi-annual reports with the Board of Elections if they reasonably believe that they otherwise would be required to file multiple reports within any single calendar year. In order to avail themselves of this opportunity, state vendors are required to file this Notice and Certification with the State Board of Elections for each calendar year no later than the date by which the first report to the Board of Elections for such calendar year would otherwise be due, i.e. 60 days from the date of execution of a contract with a state agency or in the case of unwritten contracts, within 60 days after the state vendor is first notified that the contract has reached the \$5000 reporting threshold.



# Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

D'AMBRA CONSTRUCTION CO INC  
800 JEFFERSON BLVD  
WARWICK, RI 02888

2009-CH-098 - ADA IMPROVEMENTS TO PROVIDENCE & MAIN STREETS, WEST WARWICK	
Award Number 3183941	Effective Period: 26-APR-10 - 31-DEC-13

S H I P T C	DOT CONTRACT ADMINISTRATION
	TWO CAPITOL HILL, RM 109
	SMITH ST
	PROVIDENCE, RI 02903
	United States

Date:	26-APR-10
Buyer:	J Moynihan
Shipping:	Paid
Terms:	NET 30
Vendor#:	Z9

I N V O I C E	DOT ACCOUNTS PAYABLE
	TWO CAPITOL HILL, RM 243
	SMITH ST
	PROVIDENCE, RI 02903
	United States

Department	Type of Requisition	Bid Number	Requisition Number
DOT		7323272 WAK	1163218

4/26/10 - 12/31/13

ESTIMATED COMPLETION DATE - 8/12/10

RI CONTRACT NO. 2009-CH-098

ADA IMPROVEMENTS TO PROVIDENCE AND MAIN STREETS, WEST WARWICK

CONTRACT PRICE - \$868,591.65

RI FAP NO. STP-AWDA (022)  
80% FEDERAL - 20% STATE

AGENCY CONTACT PERSON: DENNIS BROWN - (401) 222-3260 x 4409

SUPPLIER TELEPHONE # (401) 737-1300  
SUPPLIER FAX # (401) 732-4725

# VENDOR

STATE PURCHASING AGENT
Louis A. DeQuattro

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.state.ri.us](http://www.purchasing.state.ri.us). Delivery of goods or services on





# Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

D'AMBRA CONSTRUCTION CO INC  
800 JEFFERSON BLVD  
WARWICK, RI 02888

2009-CH-042 - 1R IMPROVEMENTS TO ROUTE 146 AND WILBUR ROAD BRIDGE #415	
Award Number 3184082	Effective Period: 27-APR-10 - 31-DEC-15

S H I P T C	DOT CONTRACT ADMINISTRATION TWO CAPITOL HILL, RM 109 SMITH ST PROVIDENCE, RI 02903 United States	Date: 27-APR-10 Buyer: J Moynihan Shipping: Paid Terms: NET 30 Vendor#: 29	I N V O I C E	DOT ACCOUNTS PAYABLE TWO CAPITOL HILL, RM 243 SMITH ST PROVIDENCE, RI 02903 United States

Department	Type of Requisition	Bid Number	Requisition Number
		N/A 7323377	1167672

4/27/10 - 12/31/15

ANTICIPATED COMPLETION DATE - 7/1/11

RI CONTRACT NO. 2009-CH-042

1R IMPROVEMENTS TO ROUTE 146 AND WILBUR ROAD BRIDGE #415

CONTRACT PRICE - \$8,185,284.55

RI FAP NO. NHS-0146 (020)  
100% FEDERAL

AGENCY CONTACT PERSON: KIMBERLY VADENAIS - (401) 222-2495 x 4403

SUPPLIER TELEPHONE # (401) 737-1300  
SUPPLIER FAX # (401) 732-4725

# VENDOR

STATE PURCHASING AGENT
Louis A. DeQuattro

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# Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

D'AMBRA CONSTRUCTION CO INC  
800 JEFFERSON BLVD.  
WARWICK, RI 02888

I-95 RESURFACING SOUTHERN C-2 (2009-CH-032)	
Award Number 3193250	Effective Period: 15-JUL-10 31-DEC-14

S H I P T O	DOT CONTRACT ADMINISTRATION TWO CAPITOL HILL, RM 109 SMITH ST PROVIDENCE, RI 02903 United States
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Date:	15-JUL-10
Buyer:	J Moynihan
Shipping:	Paid
Terms:	NET 30
Vendor#:	29

I N V O I C E	DOT ACCOUNTS PAYABLE TWO CAPITOL HILL, RM-243 SMITH ST PROVIDENCE, RI 02903 United States
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Department	Type of Requisition	Bid Number	Requisition Number
DOT		7350670 R/A	1182842

7/15/10 - 12/31/14

ANTICIPATED COMPLETION DATE - 6/30/11

RI CONTRACT NO. 2009-CH-032

I-95 RESURFACING SOUTHERN C-2

CONTRACT PRICE - \$7,242,714.80

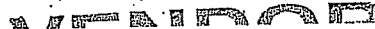
RI FAP NO. IM-0953 (109)  
90% FEDERAL  
10% STATE

AGENCY CONTACT PERSON: GARY GARZONE - (401) 222-2495 X4408

SUPPLIER TELEPHONE # (401) 737-1300  
SUPPLIER FAX # (401) 732-4725

STATE PURCHASING AGENT
Lorraine A. Hynes

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# Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 ONE CAPITOL HILL  
 PROVIDENCE RI 02908

D'AMBRA CONSTRUCTION CO INC  
 800 JEFFERSON BLVD  
 WARWICK, RI 02888

2010-DF-011 - FLD038 - DISASTER RECOVERY - ROUTE 165, EXETER	
Award Number 3185986	Effective Period: 13-MAY-10 - 31-DEC-10

S H I P P I N G I N F O R M A T I O N	DOT CONTRACT ADMINISTRATION TWO CAPITOL HILL, RM 109 SMITH ST PROVIDENCE, RI 02903 United States
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Date:	13-MAY-10
Buyer:	J Moynihan
Shipping:	Paid
Terms:	NET 30
Vendor#:	29

I N V O I C E	DOT ACCOUNTS PAYABLE TWO CAPITOL HILL, RM 243 SMITH ST PROVIDENCE, RI 02903 United States
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Department	Type of Requisition	Bid Number	Requisition Number
DOT		N/A	1181166

5/13/10 - 12/31/10

ANTICIPATED COMPLETION DATE - 5/31/10

RI CONTRACT NO. 2010-DF-011 - FLD 038 - DISASTER RECOVERY

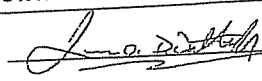
EMERGENCY DECLARATION - ROUTE 165, EXETER

RI CONTRACT PRICE - \$83,970.00

PER THE ATTACHED EMERGENCY DECLARATION WORK LETTER OF AGREEMENT DATED 4/30/10

AGENCY CONTACT PERSON: NATHAN SHAPIRO - (401) 222-3260 x 4410

SUPPLIER TELEPHONE # (401) 737-1300  
 SUPPLIER FAX # (401) 732-4725

STATE PURCHASING AGENT

Louis A. DeQuattro

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). Delivery of goods or services as described herein shall be deemed acceptance of these requirements

**VENDOR**



# Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

D'AMBRA CONSTRUCTION CO INC  
800 JEFFERSON BLVD  
WARWICK, RI 02888

2010-DF-020 FLD-091 - DISASTER RECOVERY - WOOD RIVER BRIDGE #261, HOPKINTON	
Award Number 3187601	Effective Period: 01-JUN-10 - 31-DEC-10

S H I P T C	DOT CONTRACT ADMINISTRATION TWO CAPITOL HILL, RM 109 SMITH ST PROVIDENCE, RI 02903 United States
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Date:	01-JUN-10
Buyer:	J Moynihan
Shipping:	Paid
Terms:	NET 30
Vendor#:	29

I N V O I C E	DOT ACCOUNTS PAYABLE TWO CAPITOL HILL, RM 243 SMITH ST PROVIDENCE, RI 02903 United States
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Department	Type of Requisition	Bid Number	Requisition Number
DOT		N/A	1183816

6/1/10 - 12/31/10

ANTICIPATED COMPLETION DATE - 30 DAYS

RI CONTRACT NO. 2010-DF-020 - FLD 091 - DISASTER RECOVERY

EMERGENCY DECLARATION - WOOD RIVER BRIDGE NO. 261, HOPKINTON

RI CONTRACT PRICE - \$197,780.90

FAP NO. FLD-EMRG (020)

PER THE ATTACHED EMERGENCY DECLARATION WORK LETTER OF AGREEMENT DATED 5/19/10

AGENCY CONTACT PERSON: NATHAN SHAPIRO - (401) 222-3260 x 4410

SUPPLIER TELEPHONE # (401) 737-1300

STATE PURCHASING AGENT
Louis A. DeQuattro

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). Delivery of goods or services as described herein shall be deemed acceptance of these requirements

# VENDOR



# Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

D'AMBRA CONSTRUCTION CO INC  
800 JEFFERSON BLVD  
WARWICK, RI 02888

2010-DF-040 FLD 380,381,382 - DISASTER RECOVERY - ROUTE 115, WEST WARWICK	
Award Number 3188469	Effective Period: 08-JUN-10 - 31-DEC-10

S H I P P I N G I N F O R M A T I O N	DOT CONTRACT ADMINISTRATION TWO CAPITOL HILL, RM 109 SMITH ST PROVIDENCE, RI 02903 United States
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Date: 08-JUN-10 Buyer: J Moynihan Shipping: Paid Terms: NET 30 Vendor#: 29
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I N V O I C E	DOT ACCOUNTS PAYABLE TWO CAPITOL HILL, RM 243 SMITH ST PROVIDENCE, RI 02903 United States
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Department	Type of Requisition	Bid Number	Requisition Number
DOT		N/A	1184449

6/8/10 - 12/31/10

ANTICIPATED COMPLETION DATE - 21 DAYS FROM NTP

RI CONTRACT NO. 2010-DF-040 - FLD 380, 381, 382 - DISASTER RECOVERY

ROUTE 115, WEST WARWICK

RI CONTRACT PRICE - \$149,495.00

FAP NO. FLD-EMRG (040)  
80% FEDERAL - 20% STATE

PER THE ATTACHED EMERGENCY DECLARATION WORK LETTER OF AGREEMENT DATED 5/24/10

AGENCY CONTACT PERSON: LISA HILL - (401) 222-3260 x 4401

SUPPLIER TELEPHONE # (401) 737-1300

STATE PURCHASING AGENT
Louis A. DeQuattro

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). Delivery of goods or services as described herein shall be deemed acceptance of these requirements

**VENDOR**



# Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

D'AMBRA CONSTRUCTION CO INC  
800 JEFFERSON BLVD  
WARWICK, RI 02888

2010-DF-003 FLD #078 - DISASTER RECOVERY - ROUTE 3, HOPKINTON	
Award Number 3190960	Effective Period: 28-JUN-10 - 31-DEC-10

S H I P T O	DOT CONTRACT ADMINISTRATION TWO CAPITOL HILL, RM 109 SMITH ST PROVIDENCE, RI 02903 United States
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Date:	28-JUN-10
Buyer:	J Moynihan
Shipping:	Paid
Terms:	NET 30
Vendor#:	29

I N V O I C E	DOT ACCOUNTS PAYABLE TWO CAPITOL HILL, RM 243 SMITH ST PROVIDENCE, RI 02903 United States
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Department	Type of Requisition	Bid Number	Requisition Number
DOT		N/A	1185849

6/28/10 - 12/31/10

ANTICIPATED COMPLETION DATE - 30 DAYS

RI CONTRACT NO. 2010-DF-003 - FLD 078 - DISASTER RECOVERY

EMERGENCY DECLARATION - ROUTE 3, HOPKINTON

RI CONTRACT PRICE - \$81,908.84

FAP #FLD-EMRG (553)  
80% FEDERAL - 20% STATE

AGENCY CONTACT PERSON: NATHAN SHAPIRO - (401) 222-3260 x 4410

SUPPLIER TELEPHONE # (401) 737-1300  
SUPPLIER FAX # (401) 732-4725

STATE PURCHASING AGENT
Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). Delivery of goods or services as described herein shall be deemed acceptance of these requirements

**WEAVER**



# Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

D'AMBRA CONSTRUCTION CO INC  
800 JEFFERSON BLVD  
WARWICK, RI 02888

2010-DF-043 FLD 090,217,385 - DISASTER RECOVERY - REPAIRS TO ROUTE 117	
Award Number 3199222	Effective Period: 18-AUG-10 - 31-DEC-10

S H I P  T O	DOT CONTRACT ADMINISTRATION TWO CAPITOL HILL, RM 109 SMITH ST PROVIDENCE, RI 02903 United States
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Date:	18-AUG-10
Buyer:	J Moynihan
Shipping:	Paid
Terms:	NET 30
Vendor#:	29

I N V O I C E	DOT ACCOUNTS PAYABLE TWO CAPITOL HILL, RM 243 SMITH ST PROVIDENCE, RI 02903 United States
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Department	Type of Requisition	Bid Number	Requisition Number
DOT		7325694 <del>1122</del>	1195851

8/18/10 - 12/31/10

ANTICIPATED COMPLETION DATE - 45 DAYS

RI CONTRACT NO. 2010-DF-043 - FLD 090, 217, AND 385 - DISASTER RECOVERY

EMERGENCY DECLARATION - REPAIRS TO ROUTE 117

RI CONTRACT PRICE - \$1,149,500.00

FAP #FLD-EMRG (043)  
80% FEDERAL - 20% STATE

AGENCY CONTACT PERSON: LISA HILL - (401) 222-3260 x 4401

SUPPLIER TELEPHONE # (401) 737-1300  
SUPPLIER FAX # (401) 732-4725

STATE PURCHASING AGENT
Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). Delivery of goods or services as described herein shall be deemed acceptance of these requirements

WARWICK



# Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02903

D'AMBRA CONSTRUCTION CO INC  
800 JEFFERSON BLVD  
WARWICK, RI 02888

PAVING PAWTUCKET STOCKPILE AREA,  
DOT

Award  
Number  
3208602

Effective Period:  
04-NOV-10 - 30-JUN-11

S H I P T O	DOT MAINTENANCE DIVISION MAIN OFFICE 360 LINCOLN AVE WARWICK, RI 02888 United States	Date: 03-NOV-10 Buyer: J Onara 2nd Shipping: Paid Terms: NET 30 Vendor #: 28	I N V O I C E	DOT ACCOUNTS PAYABLE TWO CAPITOL HILL, RM 243 SMITH ST PROVIDENCE, RI 02903 United States

Department	Type of Requisition	Bid Number	Requisition Number
		N/A	
Line	Item	Item Description	Unit Price

		BLANKET REQUIREMENTS: 11/4/10 - 6/30/11 PAVING PAWTUCKET STOCKPILE AREA, DOT NOT TO EXCEED - \$176,300.00  BASE BID \$146,898.70 20% E & C \$ 29,400.30 \$176,300.00  IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND DOCUMENTS OF PUBLIC BID #7447787 DATED 9/27/10.  AGENCY CONTACT PERSON: SONGHAP TAING TELEPHONE NO. (401) 734-4853  SUPPLIER CONTACT PERSON: LEE TAYLOR TELEPHONE NO. (401) 737-1300		
--	--	--	--	--

STATE PURCHASING AGENT
Lorraine A. Hynes

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# RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE, RI 02908

D'AMBRA CONSTRUCTION CO. INC.  
800 JEFFERSON BLVD.  
WARWICK, RI 02888

Amendment Date: 15-FEB-11  
Original Award Date: 03-NOV-10  
Buyer: J Ohara 2nd  
Phone #  
FOB: Destination  
Terms: NET 30  
Vendor # 29

S H I P T O	DOT MAINTENANCE DIVISION MAIN OFFICE 360 LINCOLN AVE WARWICK, RI 02888 United States	Change Order Number: 1	I N V O I C E	DOT ACCOUNTS PAYABLE TWO CAPITOL HILL, RM 243 SMITH ST PROVIDENCE, RI 02903 United States
		Award Number: <b>3208602</b>		Effective Period: 04-NOV-10 - 30-JUN-11

PAVING PAWTUCKET STOCKPILE AREA, DOT

Description		Bid Number	Change Order Req#		
PAVING PAWTUCKET STOCKPILE AREA, DOT			DOT-FY11-071		
Line #	Code	Class/Item	Quantity	Unit	Unit Price
		BLANKET REQUIREMENTS: 11/4/10 - 6/30/11 PAVING PAWTUCKET STOCKPILE AREA, DOT BASE BID \$146,899.70 20% E & C \$29,400.30 \$176,300.00 C/O #1 \$15,000.00 ✓ TOTAL \$191,300.00  IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND DOCUMENTS OF PUBLIC BID #7447787 DATED 9/27/10  AGENCY CONTACT PERSON: SONGHAP TAING TELEPHONE NO: (401) 734-4853  SUPPLIER CONTACT PERSON: LEE TAYLOR TELEPHONE NO: (401) 737-1300  2/15/11 - BLANKET CONTROL AMOUNT INCREASED FROM \$176,300.00 TO \$191,300.00 PER AGENCY DOC ID #DOT-FY11-071/da TO COVER ADDITIONAL WORK ASSOCIATED WITH INSTALLING MORE FENCING AT THE ABOVE LOCATION. SEE 12/7/10 MEMO FROM DOT			

VENDOR

STATE PURCHASING AGENT
Lorraine A. Hynes

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# Notice of Contract Purchase Agreement

Page 1 of 1

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

D'AMBRA CONSTRUCTION CO. INC  
800 JEFFERSON BLVD  
WARWICK, RI 02888

2011-CH-015 - IMPROVEMENTS TO ROUTE 3	
Award Number: 3228410	Effective Period: 29-APR-11 31-DEC-15

S H I P T O	DOT CONTRACT ADMINISTRATION TWO CAPITOL HILL, RM 109 SMITH ST PROVIDENCE RI 02903 United States
----------------------------	---

Date:	29-APR-11
Buyer:	J. Moynihan
Shipping:	Paid
Terms:	NET 30
Vendor#:	29

I N V O I C E	DOT ACCOUNTS PAYABLE TWO CAPITOL HILL, RM 243 SMITH ST PROVIDENCE RI 02903 United States
---------------------------------	--

Department	Type of Requisition	Bid Number	Requisition Number
DOT		7448238 N/A	1213353

4/29/11 - 12/31/15

ANTICIPATED COMPLETION DATE - 6/22/12

RI CONTRACT NO: 2011-CH-015

IMPROVEMENTS TO ROUTE 3

CONTRACT PRICE - \$3,485,584.30

RI FAP NO: STP-0003 (010)  
80% FEDERAL - 20% STATE

RI FAP NO: STPG-0003 (011)  
100% FEDERAL

AGENCY CONTACT PERSON: DENNIS BROWN - (401) 222-3260 x 4409

SUPPLIER TELEPHONE # (401) 737-1300  
SUPPLIER FAX # (401) 732-4725

STATE PURCHASING AGENT
Lorraine A. Hynes

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# VENDOR



# Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02903

D'AMBRA CONSTRUCTION CO INC  
800 JEFFERSON BLVD  
WARWICK, RI 02888

2011-CH-049 - IMPROVEMENTS TO US ROUTE 1-SUCCOTASH RD. TO WOODRUFF AVE.	
Award Number: 3234945	Effective Period: 23-JUN-11 31-DEC-16

S H I P P I N G I N F O	DOT CONTRACT ADMINISTRATION TWO CAPITOL HILL, RM 109 SMITH ST PROVIDENCE RI 02903 United States
--	---

Date:	23-JUN-11
Buyer:	J Moynihan
Shipping:	Paid
Terms:	NET 30
Vendor#:	29

I N V O I C E	DOT ACCOUNTS PAYABLE TWO CAPITOL HILL, RM 243 SMITH ST PROVIDENCE, RI 02903 United States
---------------------------------	---

Department	Type of Requisition	Bid Number	Requisition Number
DOT		7448572 N/A	1222988

6/23/11 - 12/31/16

ANTICIPATED COMPLETION DATE - 12/1/11

RI CONTRACT NO. 2011-CH-049

IMPROVEMENTS TO U.S. ROUTE 1 - SUCCOTASH ROAD TO WOODRUFF AVENUE

CONTRACT PRICE - \$5,230,027.56

RI-FAP NO. NHS-RESF (202)  
80% FEDERAL - 20% STATE  
RI-FAP NO. NHSG-RESF (203)  
100% FEDERAL

AGENCY CONTACT PERSON: KIMBERLY VADENAIS - (401) 222-2495 x 4403

SUPPLIER TELEPHONE # (401) 737-1300  
SUPPLIER FAX # (401) 732-4725

STATE PURCHASING AGENT  <i>Lorraine A. Hynes</i> Lorraine A. Hynes
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## VENDOR

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# Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE, RI 02908

D'AMBRA CONSTRUCTION CO INC  
800 JEFFERSON BLVD  
WARWICK, RI 02888

2011-CH-082 - EMERGENCY REPAIRS TO ROUTE 2 RAMP TO NEW LONDON AVENUE	
Award Number 3248261	Effective Period: 19-SEP-11 31-DEC-16

S H I P T O	DOT CONTRACT ADMINISTRATION TWO CAPITOL HILL, RM. 109 SMITH ST PROVIDENCE, RI 02903 United States
----------------------------	---

Date:	19-SEP-11
Buyer:	L Hill
Shipping:	Paid
Terms:	NET 30
Vendor#:	29

I N V O I C E	DOT ACCOUNTS PAYABLE TWO CAPITOL HILL, RM. 243 SMITH ST PROVIDENCE, RI 02903 United States
---------------------------------	--

Department	Type of Requisition	Bid Number	Requisition Number
DOT	EMERGENCY	N/A	1241888

9/19/11 - 12/31/16

ANTICIPATED COMPLETION DATE - 30 CALENDAR DAYS FROM ISSUANCE OF "NOTICE TO PROCEED"

RI CONTRACT NO. 2011-CH-082

EMERGENCY REPAIRS TO ROUTE 2 RAMP TO NEW LONDON AVENUE

CONTRACT PRICE - \$89,953.50

RIFAP NO. STP-0002 (019)  
80% FEDERAL - 20% STATE

AGENCY CONTACT PERSON: GARY GARZONE - (401) 222-3260 x 4408

SUPPLIER TELEPHONE # (401) 737-1300  
SUPPLIER FAX # (401) 732-4725

STATE PURCHASING AGENT
<i>Lorraine A. Hynes</i>
Lorraine A. Hynes

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**VENDOR**



# Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

D'AMBRA CONSTRUCTION CO INC  
800 JEFFERSON BLVD  
WARWICK, RI 02888

2011-CB-083 REPLACEMENT OF TEN MILE RIVER BRIDGE NOS: 478 AND 479	
Award Number 3265064	Effective Period: 01-FEB-12 31-DEC-18

S H I P P I N G T O	DOT CONTRACT ADMINISTRATION
	TWO CAPITOL HILL, RM. 109
	SMITH ST
	PROVIDENCE RI 02903
	United States

Date:	30-JAN-12
Buyer:	L Hill
Shipping:	Paid
Terms:	NET 30
Vendor#:	29

I N V O I C E	DOT ACCOUNTS PAYABLE
	TWO CAPITOL HILL, RM. 243
	SMITH ST
	PROVIDENCE, RI 02903
	United States

Department	Type of Requisition	Bid Number	Requisition Number
DOT		7449135 <del>XXXX</del>	1246231

2/1/12 - 12/31/18

ANTICIPATED COMPLETION DATE - 11/25/13

RI CONTRACT NO: 2011-CB-083

REPLACEMENT OF TEN MILE RIVER BRIDGES NOS: 478 AND 479

CONTRACT PRICE - \$2,773,068.68

FAP NO: BRO-0478 (003)  
80% FEDERAL - 20% STATE  
FAP NO: STP-EPRV (001)  
80% FEDERAL - 20% STATE  
3RD PARTY (211)

AGENCY CONTACT PERSON: DENNIS BROWN - (401) 222-3260 - x.4409

SUPPLIER CONTACT PERSON: LEE TAYLOR - (401) 737-1300  
SUPPLIER FAX # (401) 732-4725

STATE PURCHASING AGENT
<i>Lorraine A. Hynes</i>
Lorraine A. Hynes

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# VENDOR



# Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

D'AMBRA CONSTRUCTION CO INC  
800 JEFFERSON BLVD  
WARWICK, RI 02888

2011-CH-108 ROUTE 138 SAFETY IMPROVEMENTS	
Award Number 3273585	Effective Period: 09-APR-12 - 31-DEC-18

S H I P P I N G T O	DOT CONTRACT ADMINISTRATION TWO CAPITOL HILL, RM. 109 SMITH ST PROVIDENCE, RI 02903 United States
--	---

Date:	09-APR-12
Buyer:	L Hill
Shipping:	Paid
Terms:	NET 30
Vendor#:	29

I N V O I C E	DOT ACCOUNTS PAYABLE TWO CAPITOL HILL, RM. 243 SMITH ST PROVIDENCE, RI 02903 United States
---------------------------------	--

Department	Type of Requisition	Bid Number	Requisition Number
DOT		7449463 N/A	1259067

4/9/12 - 12/31/18

ANTICIPATED COMPLETION DATE - 5/29/13

RI CONTRACT NO. 2011-CH-108

IMPROVEMENTS TO ROUTE 138

CONTRACT PRICE - \$3,083,447.66

FAP NO. NHS-RESF (221)  
80% FEDERAL - 20% STATE

FAP NO. NHSG-RESF (222)  
100% FEDERAL

AGENCY CONTACT PERSON: KIMBERLY VADENAI - (401) 222-2495 x 4403

SUPPLIER CONTACT PERSON: LEE TAYLOR - (401) 737-1300

STATE PURCHASING AGENT
Lorraine A. Hynes

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# Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

D'AMBRA CONSTRUCTION CO. INC  
800 JEFFERSON BLVD  
WARWICK, RI 02888

2011-CH-019 IMPROVEMENTS TO ROUTE 102 C-2	
Award Number: 3275606	Effective Period: 26-APR-12 - 31-DEC-17

S H I P T O	DOT CONTRACT ADMINISTRATION TWO CAPITOL HILL, RM:109 SMITH ST PROVIDENCE RI 02903 United States
----------------------------	---

Date:	26-APR-12
Buyer:	L Hill
Shipping:	Paid
Terms:	NET 30
Vendor#:	29

I N V O I C E	DOT ACCOUNTS PAYABLE TWO CAPITOL HILL, RM 243 SMITH ST PROVIDENCE, RI 02903 United States
---------------------------------	---

Department	Type of Requisition	Bid Number	Requisition Number
DOT		7449506 N/A	1260765

4/26/12 - 12/31/17

ANTICIPATED COMPLETION DATE - 10/5/12

RI CONTRACT NO. 2011-CH-019

IMPROVEMENTS TO ROUTE 102 C-2

CONTRACT PRICE - \$5,287,153.48

FAP NO. NHS-RESF (233)  
80% FEDERAL - 20% STATE

FAP NO. NHSG-RESF (234)  
100% FEDERAL

AGENCY CONTACT PERSON: GARY GARZONE - (401) 222-2495 x 4408

SUPPLIER CONTACT PERSON: LEE TAYLOR - (401) 737-1300

STATE PURCHASING AGENT  Lorraine A. Hynes
---

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# VENDOR

Job 146A  
 Services 10/23/12  
 6/15/12



# Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 ONE CAPITOL HILL  
 PROVIDENCE RI 02908

D'AMBRA CONSTRUCTION CO INC  
 800 JEFFERSON BLVD  
 WARWICK, RI 02888  
 United States

2012-CH-102 1R IMPROVEMENTS TO ROUTE 146A	
Award Number 3281050	Effective Period: 15 JUN-12 31-DEC-18

S H I P T O	DOT CONTRACT ADMINISTRATION TWO CAPITOL HILL, RM 109 SMITH ST. PROVIDENCE, RI 02903 United States	Date: 15-JUN-12 Buyer: L Hill Shipping: Paid Terms: NET 30 Vendor#: 29	I N V O I C E	DOT ACCOUNTS PAYABLE TWO CAPITOL HILL, RM 243 SMITH ST. PROVIDENCE, RI 02903 United States

Department	Type of Requisition	Bid Number	Requisition Number
-DOT		<del>7449644</del> N/A	1267088

6/15/12 - 12/31/18

ANTICIPATED COMPLETION DATE - 6/6/13

RI CONTRACT NO. 2011-CH-102

1R IMPROVEMENTS TO ROUTE 146A

CONTRACT PRICE - \$2,066,240.44

RI FAR NO. HPP-146A (001)  
 80% FEDERAL - 20% STATE

AGENCY CONTACT PERSON: KIMBERLY VADENAIS - (401) 222-2495 x 4403

SUPPLIER CONTACT PERSON: LEE TAYLOR - (401) 737-1300

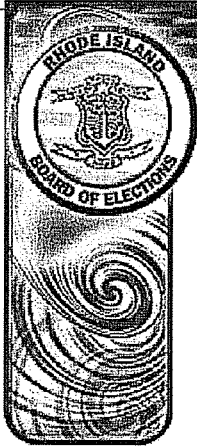
STATE PURCHASING AGENT  
  
 Lorraine A. Hynes

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# VENDOR



Name of General Officer, Candidate for General Office, or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Senator Domenic Ruggiero	03/07/11 PR	\$500.00	Michael V. D'Ambra	None
Senator Frank Ciccone	03/18/11 PR	\$250.00	Michael V. D'Ambra	None
Representative Steve Ucci	04/26/11 PR	\$250.00	Michael V. D'Ambra	None
Langevin for Congress	06/29/11 PR	\$1,000.00	Michael V. D'Ambra	None
Friends of Gina Raimondo	09/06/11 PR	\$250.00	Michael V. D'Ambra	None
Friends of Gina Raimondo	09/06/11 PR	\$200.00	Michael V. D'Ambra	None
Steve Archambault for Atty Gen.	10/14/11 PR	\$200.00	Michael V. D'Ambra	None
Lou Raptakis for State Rep	10/31/11 PR	\$250.00	Michael V. D'Ambra	None
Senator Paiva Weed	01/10/12	\$200.00	Michael V. D'Ambra	None
Representative Steve Ucci	03/06/12	\$200.00	Michael V. D'Ambra	None
Senator Ciccone	03/19/12	\$300.00	Michael V. D'Ambra	None
Senator Paiva Weed	04/12/12	\$200.00	Michael V. D'Ambra	None
Senator DaPonte	05/03/12	\$150.00	Michael V. D'Ambra	None



State of Rhode Island and Providence Plantations  
Campaign Finance Electronic Reporting & Tracking System (ERTS)

Vendor Affidavit

[Help with this page](#)

| v 1.6.36

**AFFIDAVIT OF STATE VENDOR**

1. Name, address and telephone number of person making this affidavit

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Prefix

First Name

Middle Name

Last Name

Suffix

Street Address

Street Address2

City/Town, State and Zip Code

Phone Number

*[Signature]* 3/19/12

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes

No

(If you checked "No", above, do not attach a copy of the state contract, or written summary, and do not complete remainder of form.)

Cancel

Contact: Roger A. Yorgovan Vice President  
401-437-6300 X 713

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

BOARD OF ELECTIONS

CAMPAIGN FINANCE DIVISION

50 Branch Avenue, Providence, Rhode Island 02904

TEL. (401) 222-2056 [TDD: 222-2239]

RHODE ISLAND BOARD OF ELECTIONS

AFFIDAVIT OF STATE VENDOR UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF. If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

1. Name, address and telephone number of person making this affidavit.

Maureen E. Gurghigian, Managing Director

NAME OF PERSON MAKING THIS AFFIDAVIT

12 Breakneck Hill Road, Suite 200, Lincoln, RI 02865

ADDRESS

TELEPHONE NUMBER

2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.]

Semi-Annual Filing DATE

3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

DATE

4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual \_\_\_ On Behalf of Business Entity X

6. If on behalf of a business entity, what is the name and nature of the business entity?

Name of Business Entity First Southwest Company

FEIN # 75-0708002

(Check One:) Corporation X Partnership \_\_\_ Sole Proprietorship \_\_\_ Other Business Entity \_\_\_

7. If "other business entity" is checked above, what is the nature of such business entity?

8. Are you a state vendor because you are the contracting party in a contract with a state agency? YES X NO \_\_\_

9. If yes, what is the name of state agency to which you are providing goods and/or services?

State of Rhode Island & State Agencies listed on attached schedule

10. If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES \_\_\_ NO \_\_\_

11. If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?

(a) 10% or greater ownership interest in contracting party \_\_\_

(b) executive officer of contracting party \_\_\_

(c) spouse or minor child of contracting party, or of 10% or greater owner, or of executive officer \_\_\_

**AFFIDAVIT OF STATE VENDORS UNDER CHAPTER 17-27**  
**OF THE GENERAL LAWS OF RHODE ISLAND**  
**FIRST SOUTHWEST COMPANY - SCHEDULE OF CONTRACTS – 24 MONTH PERIOD ENDING**  
**JUNE 30, 2012**

<b>State Agency</b>	<b>Date of Contract</b>	<b>Amount of Contract</b>	<b>Fein#</b>
Narragansett Bay Commission**			
Financial Advisory Services	June 30, 2008	\$110,390.00 (aggregate)	06-1471715
Arbitrage Rebate Services*	December 16, 2003	\$29,460.00 (aggregate)	06-1471715
Continuing Disclosure Services**	February 6, 2006	\$2,200.00 (aggregate)	06-1471715
State of Rhode Island-			
Financial Advisory Services	January 1, 2012	\$157,500.00 (aggregate)	05-6000522
Arbitrage Rebate Services*	January 1, 2012	\$62,285.00 (aggregate)	05-6000522
RI Clean Water Finance Agency	March 20, 2007		05-0455432
Financial Advisory Services		\$241,981.25 (aggregate)	05-0455432
Arbitrage Rebate Services*	December 1, 2006	\$57,945.00 (aggregate)	05-0455432
RI Economic Development Corp.	September 4, 2003	\$120,000.00 (aggregate)	05-0356994
RI Health & Educational Building Corp.	February 1, 2006		
Financial Advisory Services		\$237,942.00 (aggregate)	52-1300173
Arbitrage Rebate Services		\$3,600.00 (aggregate)	52-1300173
RI Student Loan Authority	February 25, 2008		
Financial Advisory Services		\$38,195.00 (aggregate)	05-0395355
RI Resource Recovery Corporation			
Arbitrage Rebate Services*	April 21, 2003	\$3,200.00 (aggregate)	05-0366883
Continuing Disclosure Services**	May 15, 2003	\$3,200.00 (aggregate)	05-0366883
Rhode Island Turnpike & Bridge Authority			
Financial Advisory Services	November 20, 2009	\$0.00 (aggregate)	05-0304384
Tobacco Settlement Financing Corporation			
Arbitrage Rebate Services*	July 8, 2007	\$6,915.00 (aggregate)	36-4499925
<b>Total Gross Amount:</b>		<b>\$1,074,813.25</b>	

\* Contract with affiliate First Southwest Asset Management, Inc.

\*\* Contract with FSC Disclosure Services, A Division of First Southwest Company