

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

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number: 7458272A1
Bid/RFP Title: RI CONTRACT 2013-DF-028, HURRICANE SANDY REPAIRS TO OCEAN AVENUE, NEWPORT - ADDENDUM 1 (4 PGS)
Opening Date & Time: 11/15/2012 11:00 AM
RIVIP Vendor ID #: 853
Vendor Name: J. H. Lynch & Sons, Inc.
Address: 50 Lynch Place
Cumberland , RI 02864-5334
USA
Telephone: 401-333-4300
Fax: 401-333-2659
E-Mail: sales@jhlynch.com
Contact Person: Stephen P. Lynch, Jr.
Title: President
R.I. Foreign Corp #:

*****REVISED NOTICE TO VENDORS*****

Effective January 1, 2012 all public works projects related bids or proposals exceeding SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars are required to include a "public copy". All agency contract solicitations, requests for proposals, invitations for bids, etc. shall state that any bid or proposal that exceeds SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal that exceeds SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. Additionally, proposals submitted for a Master Price Agreement, when the total amount potentially may exceed SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars and the solicitation expressly requires any or all vendors to submit a public copy, must include a copy to be available for public inspection. For further information, please see RI Gen Laws §37-2-18(j) and State of RI Procurement Regulations at <http://purchasing.ri.gov/rulesandregulations/rulesandregulations.aspx>. Please see Question #11 below for further instructions regarding RIDOT Highway and Bridge construction projects.

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

SECTION 2 - REQUIREMENTS

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

Section 2.1 - RULES FOR SUBMITTING OFFERS

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

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

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

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.
Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5865.

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

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

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

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

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

2.4.1 Prevailing Wage and OSHA Safety Training Requirements. The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws 37-13-1 et seq. and 28-20-1 et seq., shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

2.4.2 (a) Apprenticeship. Rhode Island General Laws §37-13-3.1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the Department of Labor and Training.

2.4.2(b) In addition to executing this certification, the general contractor shall be responsible for requiring that all subcontractors on the awarded project certify their compliance with R.I. Gen. Laws §37-13-3.1 prior to allowing the subcontractor to commence work on the awarded project. The general contractor shall be responsible for submitting the subcontractors' compliance certification to the Division of Purchases after the contracts are finalized between the contractor and subcontractor.

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

SECTION 3 - AWARD DETERMINATION

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

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

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

SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

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

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

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

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

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

Revised: 12/20/2011

RIVIP Certification Form Page 2 of 3

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

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

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

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

SECTION 5 – CERTIFICATIONS AND DISCLOSURES
ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS
Offerors must respond to every disclosure statement.

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

Indicate Yes (Y) or No (N):

N 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).

N 2. Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?

Y 3. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.

Y 4. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".

Y 5. I/we certify that the above vendor information is correct and complete.

Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.

Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.

Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

Y 9. I/we acknowledge that the provisions and procedures set forth in this three-page form apply to any contract arising from this offer.

Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.

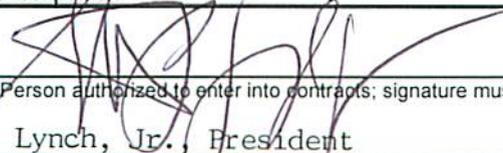
Y 11. **NEW REVISED REQUIREMENT-IMPORTANT!!!** I/we hereby acknowledge that I/we understand that effective January 1, 2012 all public works related project bids or proposals exceeding SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars, inclusive of all proposed alternates, must include a "public copy" as required by RI Gen Laws § 37-2-18(j) and the State Procurement Regulations. It is further understood that any bid or proposal in excess of SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive.

RIDOT Highway and Bridge Public Works related projects utilizing Quest Lite program only – Effective immediately, submission to the Division of Purchases of a duplicate original of a vendor's Quest Lite compatible electronic copy on a readable compact disk shall satisfy the statutory "public copy" requirements. Quest Lite software is defined in the Division of Purchases "State Procurement Regulations" §12.102.05 (Preparation of Proposal).

For further information, please see R.I Gen. Laws § 37-2-18(j) and specific instructions at www.purchasing.ri.gov.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-2 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #3-11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.



Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)
Stephen P. Lynch, Jr., President

Date November 15, 2012



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

BID BOND

Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS, that we J.H. Lynch & Sons, Inc., 50 Lynch Place,
Cumberland, Rhode Island 02864 as principal (the "Principal"),
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the
"Surety"), are held and firmly bound unto State of Rhode Island and Providence Plantations, DOT,

Two Capitol Hill, Providence, RI 02903 as obligee (the "Obligee"), in
the penal sum of FIVE PERCENT OF THE AMOUNT OF THE ACCOMPANYING BID

_____ Dollars (\$ 5% of Bid _____),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: RI Contract No. 2013-DF-028
Hurricane Sandy Repairs to Ocean Drive, Newport, RI

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or contract documents, or in the event of the failure of the Principal to enter into such contract and give such
bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the work covered by said bid, then this obligation shall be null and void;
otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 15th day of November, 2012

WITNESS / ATTEST:

Kelley Valdez

J.H. Lynch & Sons, Inc.
(Principal)
By: [Signature] (Seal)
Name: Stephen B. Lynch, Jr.
Title: President

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)
By: [Signature] (Seal)
Joan A. Verardo, Attorney-in-Fact

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint DONALD L. GOODRICH, ROGER E. WATSON, PHYLLIS A. NIGRIS, MICHAEL E. BROMAGE, ALL OF THE CITY OF CRANSTON, STATE OF RHODE ISLAND.....

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 3rd day of May 2004.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 3rd day of May, 2004, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2005
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 15th day of November 2012.



By David M. Carey, Assistant Secretary

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

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



Solicitation Information

BID # 7458272

TITLE: 2013-DF-028 HURRICANE SANDY REPAIRS TO OCEAN DRIVE, NEWPORT, RI

Submission Deadline: THURSDAY 11/15/12 @ 11:00 a.m.

Bidders are advised that, due to the emergency nature of the repairs identified in this solicitation, a general scope of work and description only is provided. The available documents are contained herein, and are the only available specifications that will be provided for this procurement.

A total lump sum bid proposal is required, and will be the basis for award, however where there are multiple sites identified, a lump sum breakdown is required.

BID PROPOSALS MUST BE DELIVERED TO THE DIVISION OF PURCHASES , ONE CAPITOL HILL, PROVIDENCE, RI AT THE DATE AND TIME NOTED ABOVE, AND MUST INCLUDE THE FOLLOWING:

- BID PROPOSAL FORM WITH TOTAL LUMP SUM PRICE
- BID SURETY
- LUMP SUM BREAKDOWN OF SITE, IF MULTIPLE SITES ARE IDENTIFIED
- THREE-PAGE BIDDER CERTIFICATION COVER FORM
- FEDERAL FORMS, COMPLETED (LOBBYING FORM, DISCLOSURE FORM, ANTI-COLLUSION FORM)
- LATE BIDS SHALL NOT BE ACCEPTED. PROPOSALS MISDIRECTED TO OTHER STATE LOCATIONS OR WHICH ARE OTHERWISE NOT SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO THE TIME OF THE OPENING FOR ANY CAUSE WILL BE DETERMINED TO BE LATE AND SHALL NOT BE CONSIDERED. THE 'OFFICIAL' TIME CLOCK IS IN THE RECEPTION AREA OF THE DIVISION OF PURCHASES.
- **PUBLIC COPY REQUIREMENT- DUE TO THE ANTICIPATED BID VALUE IN EXCESS OF \$750,000 , BIDDERS ARE REQUIRED TO SUBMIT A "PUBLIC COPY" OF BIDS IN ACCORDANCE WITH R.I. GEN. LAWS 37-2-18(j). THIS PUBLIC COPY MAY BE SUBMITTED ON EITHER A READABLE CD OR HARD (PAPER) COPY FOR THIS EMERGENCY PROCUREMENT.**

SURETY REQUIRED: YES

BOND REQUIRED: YES

MANDATORY PRE-BID: 11/13/12 – 9:00 A.M.

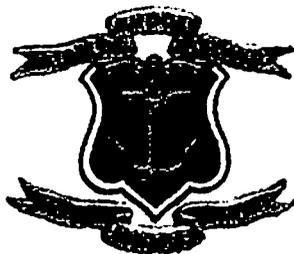
LOCATION: RIDOT, 2 CAPITOL HILL, ROOM 117, PROVIDENCE, RI

Lisa Hill
Chief Buyer

Vendors must register on-line at the State Purchasing Website at www.purchasing.ri.gov

Note to Vendors: Offers received without the completed RIVP Generated Bidder Certification Form may result in disqualification.

RHODE ISLAND DIVISION OF PURCHASES
HURRICANE SANDY BID PROPOSAL FORM



PROJECT NO. 2013-DF-028

BID A TOTAL PRICE TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT, AND INCIDENTALS WITH TRAFFIC CONTROL IN CONFORMANCE MUTCD (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES) REQUIREMENTS TO PERFORM REPAIRS AS DESCRIBED IN THE BID DOCUMENTS.

The breakdown for each Hurricane ID is as follows:

HRS-014 \$ 3,380,000.00

HRS-015 \$ 210,000.00

\$ 3,590,000.00

NUMERICAL

\$ Three million five hundred ninety thousand dollars and zero cents

WRITTEN WORDS

*NOTE: WORDS AND NUMBERS MUST MATCH. PROPOSALS OFFERING DIFFERENT AMOUNTS WILL BE REJECTED.

BID PROPOSAL MUST BE ACCOMPANIED BY THE ATTACHED BIDDER CERTIFICATION FORM.

SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH AN INSURANCE CERTIFICATE IDENTIFYING THE STATE OF RHODE ISLAND DEPARTMENT OF TRANSPORTATION AS THE ADDITIONAL INSURED.

RHODE ISLAND DIVISION OF PURCHASES
HURRICANE SANDY BID PROPOSAL FORM

LIMITS OF LIABILITY ARE AS IDENTIFIED IN ITEM 31 STATE OF RHODE ISLAND
CONDITIONS OF PURCHASE WHICH CAN BE VIEWED AT THE FOLLOWING
WEBSITE:

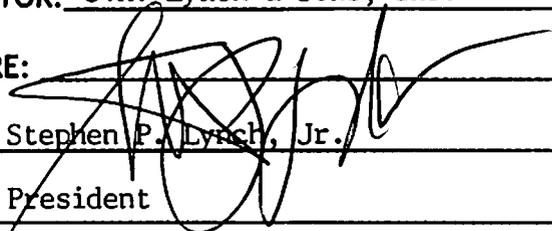
<http://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>

IF THE CONTRACTOR VALUE EXCEEDS \$50,000 THE SUCCESSFUL BIDDER WILL BE
REQUIRED TO FURNISH A PERFORMANCE AND PAYMENT BOND FOR 100% OF THE
CONTRACT VALUE WITHIN THREE (3) DAYS OF REQUEST. FAILURE TO FURNISH
SAID BOND WILL RESULT IN DISQUALIFICATION.

ALL WORK PERFORMED IN CONJUNCTION WITH THIS PROJECT SHALL BE
COMPLETED IN ACCORDANCE WITH THE RHODE ISLAND DEPARTMENT OF
TRANSPORTATION STANDARDS AND SPECIFICATIONS FOR ROAD AND BRIDGE
CONSTRUCTION, 2004 EDITION, COMPILATIONS OF APPROVED
SPECIFICATIONS, REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID
CONSTRUCTION CONTRACTS, GENERAL PROVISIONS, RHODE ISLAND STANDARD
DETAILS, RHODE ISLAND BRIDGE STANDARD DETAILS, FEDERAL WAGE RATES,
CONTRACT SPECIFIC GENERAL PROVISIONS, JOB-SPECIFIC SPECIFICATIONS,
DISTRIBUTION OF QUANTITIES, APPENDICES (IF APPLICABLE).

DATE: November 15, 2012

CONTRACTOR: J.H. Lynch & Sons, Inc.

SIGNATURE: 

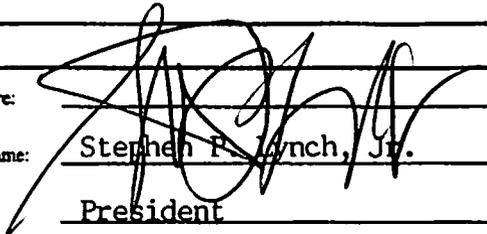
NAME: Stephen P. Lynch, Jr.

TITLE: President

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046

(see reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <p><input checked="" type="checkbox"/> A</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input checked="" type="checkbox"/> A</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type:</p> <p><input checked="" type="checkbox"/> A</p> <p>a. initial filing b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Report Entity: J.H. Lynch & Sons, Inc.</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known:</p> <p>50 Lynch Place, Cumberland, RI 02864</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>None</p> <p>Congressional District, if known:</p>
<p>6. Federal Department Agency:</p> <p>Federal Highway Administration</p>		<p>7. Federal Program Name/Description: Hurricane Sandy Repairs to Ocean Drive, Newport</p> <p>CFDA Number, if applicable: _____</p>
<p>8. Federal Action Number, if known:</p>		<p>9. Award Amount, if known:</p> <p>\$ 3,590,000.00</p>
<p>10. a. Name and Address of Lobbying Entity:</p> <p>N/A</p> <p>(if individual, last name, first name, mi):</p>		<p>10. b. Individuals Performing Services (including address if different from No. 10a)</p> <p>None</p> <p>(last name, first name, mi):</p>
<p>11. Amount of Payment (check all that apply)</p> <p>\$ N/A <input type="checkbox"/> actual <input type="checkbox"/> planned</p>		<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee None <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify:</p>
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash N/A <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the act above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: </p> <p>Print Name: Stephen P. Lynch, Jr.</p> <p>Title: President</p> <p>Telephone No: 401-333-4300 Date: November 15, 2012</p>
<p>For Federal use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL-A</p>

DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

CONFLICTS DISCLOSURE POLICY

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

CONFLICTS DISCLOSURE STATEMENT

RE: 2013-DF-028 Hurricane Sandy Repairs to Ocean Drive, Newport

I, Stephen P. Lynch, Jr. hereby certify as follows:

I am employed as a President of J.H. Lynch & Sons, Inc.
 [TITLE] [COMPANY]

and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

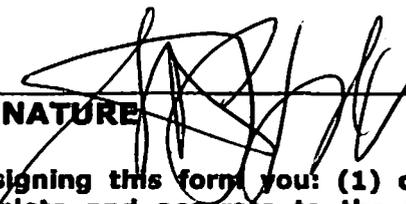
NAME	TITLE	RIDOT DIVISION

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

SIGNATURE  **DATE** 11/15/12

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.

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

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Stephen P. Lynch, Jr. (name of Authorized Agent), President (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his/her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial of award, but, will be considered in determining contractor responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.



Signature of Authorized Agent

November 15, 2012

Date

RI Contract No. 2013 DF-028

Hurricane Sandy Damage Repairs to

**Ocean Avenue, Newport, RI
(HRS's # 014 and 015 attached)**

RI Contract No. 2013-DF-028
Hurricane Sandy Damage Repairs to
OCEAN AVENUE IN NEWPORT
(HRS-014 and HRS-015 attached)

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

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

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

All work associated with both HRS-014 and HRS-015 must be completed by December 23, 2012.

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

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

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

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

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

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

All pavement markings will be paint.

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

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

Latest Federal Wage rates shall apply.

Subcontractor agreements must be submitted and accepted by the Department.

RIDOT Hurricane Sandy Guidelines are also attached for your information.

MUNICIPAL CONTACT INFORMATION:

**NEWPORT DEPARTMENT OF
PUBLIC SERVICES
280 Spring St.
Newport RI, 02840
Eric Earls, P.E.
City Engineer
401-845-5842**

**Newport Police Department
845-5776
Newport Fire Department
845-5911**

HURRICANE SANDY DAMAGE GUIDELINES

Hurricane Sandy Damage Proposal Protocol

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

General Guidelines

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

Construction Guidelines

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

than ½ of the travel lane... cut and match at the centerline of the roadway.
DO NOT LOCATE JOINTS IN THE WHEELPATH

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

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

**HURRICANE SANDY DAMAGE
INVENTORY**

**CITY OF NEWPORT
NOVEMBER 5, 2012**

OCEAN AVENUE

HRS-014 & HRS-015

Various locations

Ocean waves have eroded the slope and damaged or undermined the Seawall. The ocean has deposited silt and debris along the shoulders, heaved and undermined the pavement, eroded shoulder treatments and left large amounts of vegetative debris behind. The damage extends over a two mile stretch which has been divided into three areas, Brenton Point, Harrison Avenue, and Goose Neck Cove.

Brenton Point Area (HRS 014)

The repair shall follow the attached Typical Sections and/or details as indicated on the Key Plan and will include:

- Remove and dispose silt, sand and debris from grass areas, paved and unpaved shoulders and sidewalks at designated locations
- Remove and dispose approximately 36 feet of concrete curbing that is damaged and/or out of alignment
- Clean and flush all catch basins and drainage pipes
- Replace drainage pipe with same type and size at two locations. Total is approximately 36 feet of pipe
- Reconstruct corbel section of collapsed drain manhole and install new frame and cover
- Catch basin corbel repairs (2 locations)
- Sawcut existing asphalt and/or concrete surfaces
- Collect and stockpile existing large rip rap stones remaining from the eroded repair area for use as rip rap in the erosion repair
- Excavation
- Dewatering/Water protection
- Common borrow
- Rebuild eroded slope embankment to match adjacent topography.
- Armor the embankment with placed armor stone rip rap, 2 cubic yard minimum to an elevation 2/3 the wall height. Provide rip rap protection the remaining height comprised of existing stockpiled stones and supplemented as needed with new rip rap, RI Standard R8. Treat 3 locations
- Bedding for rip rap
- Filter fabric for rip rap bedding, RI Standard FS-3
- Gravel borrow subbase for shoulder and curb repairs
- Approximately 36 feet of concrete curbing
- Trim and fine grade
- Hot mix asphalt pavement and cement concrete for curb placement in existing pavement
- Remove and dispose existing concrete stairs from the indicated locations. Grind all connection to the remaining wall smooth
- Remove and reset two existing interpretative signs
- Loam and seed shoulders and landscaped areas as indicated
- Extended term biodegradable erosion control blanket on seeded areas

- Roadway closures in accordance with MUTCD 2009
- Sign the road closure detour route as indicated on the plans
- Remove detour route signs when they are no longer necessary
- Clean and sweep Ocean Avenue for the entire area limits

Harrison Avenue Area (HRS 014)

Seawall repairs and other repairs will follow Typical Section, General Plans and/or details as indicated on the plans. The work will include as a minimum:

- Remove and dispose silt, sand and debris from grass areas, paved and unpaved shoulders and sidewalks at designated locations. Remove silt and debris from wetlands by hand. Silt and debris removal from the stream channel with equipment.
- Clean and flush all pipes and catch basins
- Remove and dispose catch basins as shown on the plans, 3 each
- Remove and dispose approximately 12 feet of damaged or out of alignment concrete curbing
- Sawcut existing asphalt and/or concrete surfaces
- Provide excavation protection temporary median barrier around excavation
- Remove and dispose pavement from edge to centerline, for the indicated length, at wall replacement location
- Remove and dispose bituminous shoulder at wall repair and replacement areas
- Remove and dispose concrete curbing as needed at wall replacement excavation
- Collect and stockpile existing large rip rap stones remaining from the eroded repair area for use as rip rap in the repair
- New 6" PVC surface drains through the proposed wall, spaced at 50 foot intervals at 180 foot length and 200 foot length of wall replacement
- 13 feet of 10" Ductile Iron pipe at the location indicated on the plans
- Approximately 48 feet of drainage pipe, that matches the existing type and size, at three locations indicated on the plans
- Three new catch basin structures, reset 2 existing frames and grates and provide 1 new 8" cast iron frame and grate.
- New granite apron stone
- New granite inlet stone
- Excavation
- Dewatering/Water protection
- Common borrow
- Rebuild eroded slope embankment to match adjacent topography.
- Armor the embankment with placed armor stone rip rap, 2 cubic yard minimum to an elevation 2/3 the wall height. Provide rip rap protection the remaining height comprised of existing stockpiled stones and supplemented as needed with new rip rap, RI Standard R8. Treat 1 location
- Rebuild embankment and provide rip rap protection. Protection shall be comprised of existing stockpiled stones and supplemented as needed with new rip rap, RI Standard R8. Treat 2 location
- Bedding for rip rap
- Filter fabric for rip rap bedding, RI Standard FS-3
- Pervious fill
- Reinforcing steel
- Temporary median barrier to be placed around excavation areas
- Gravel borrow subbase for roadway, shoulder and sidewalk repairs

- Trim and fine grade
- Hot mix asphalt pavement – total thickness shall be 5 inches, (2” of hot mix class 12.5 surface and 3” of hot mix class 19)
- Hot mix asphalt pavement and cement concrete for curb placement in existing pavement
- Hot mix asphalt shoulder, 3” hot mix asphalt class 9.5 over 8 inches gravel borrow subbase
- Remove and dispose existing concrete wall for the indicated length, at wall replacement location
- Sawcut and remove and dispose portions of the concrete seawall at wall cap repair locations
- Remove and reset existing guardrail
- Replace missing top block segment from segmental block retaining wall (SGR) and backfill behind the wall
- Install new concrete wall in accordance with the plans and specifications
- Survey and record existing ground elevations at face of wall for re-establishment
- Repair the concrete wall cap in accordance with the plans and specifications
- Install cement concrete bulkhead at undermined cement concrete seawall
- Drill and grout bulkhead and/or wall repair dowels as indicated on the plan details
- Concrete wall replacement and wall cap repair to have a rubbed concrete finish surface
- Concrete curb
- Pavement markings
- Loam and seed shoulders
- Provide processed gravel for eroded parking areas and regrade to match adjacent topography
- Extended term biodegradable erosion control blanket on seeded areas
- Roadway closures in accordance with MUTCD 2009
- Sign the road closure detour route as indicated on the plans
- The two Harrison Area roadway closures shall not be completed concurrently
- Remove detour route signs when they are no longer necessary
- Clean and sweep Ocean Avenue for the entire area limits

Goose Neck Cove Area, Bridge #'s 1150 & 1151 (HRS 015)

The repair shall follow the attached Typical Section and General Plan for the Goose Neck Cove area including Bridges #1150 and #1151 and will include:

- Remove and dispose silt, sand and debris from grass areas, paved and unpaved shoulders and edge of Cove as indicated on the plans
- Sawcut existing asphalt and/or concrete surfaces
- New cement concrete sidewalk
- Low density concrete
- Excavation
- Dewatering/Water protection
- Common borrow
- Collect and stockpile existing large rip rap stones remaining from the repair area for use as rip rap in the repair

- Armor the base of the embankment with placed rip rap comprised of existing stockpiled stones and supplemented as needed with new rip rap, RI Standard R8. Loam and seed the remaining slope.
- Rebuild eroded roadway embankment to match adjacent topography.
- Gravel borrow subbase for roadway and shoulder repairs
- Trim and fine grade
- Hot mix asphalt pavement - total thickness shall be 5 inches, (2" of hot mix class 12.5 surface and 3" of hot mix class 19)
- Remove and reset existing timber guardrail
- Pavement markings
- Loam and seed shoulders
- Extended term biodegradable erosion control blanket on seeded areas
- Roadway closures in accordance with MUTCD 2009
- One lane alternating traffic at all times within Goose Neck Cove repair area
- Clean and sweep Ocean Avenue for the entire area limits

The limits of work are identified in the field and are intermittent over approximately two miles of Ocean Avenue.

BRENTON POINT



1



2

Slope Erosion.



3



4

Collapsed Drainage Pipe.



5



6

Damaged Concrete Stairs (2 locations).



7



8

Debris, erosion, and damaged interpretive signs.



9



10

Slope Erosion.



11



12

Slope Erosion.

HARRISON AVENUE



13



14

Damaged wall cap and damaged wall.



15



16

Damaged drainage structure. Damaged wall cap and damaged wall.



17



18

Damaged wall cap and damaged wall.



19

Debris.



20



21

Eroded shoulder. Debris and silt in waterway.



22

SGR block washed out area.



23



24

Washout beneath wall.

GOOSE NECK COVE



25



26

Shoulder pavement damage and eroded slopes.



27



28

Timber guardrail damage. Washed out slope with silt.



29



30

Sidewalk damage on bridge.



31



32

Undermined sidewalk.



33

Riprap slope damage.

STATE OF RHODE ISLAND



DEPARTMENT OF TRANSPORTATION

HURRICANE SANDY DAMAGE REPAIRS TO OCEAN AVENUE

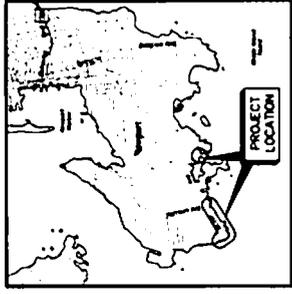
CITY OF NEWPORT
NEWPORT COUNTY

R.I. CONTRACT NO. 2013-DF-028

INDEX

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- 2 General Notes
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- 19 Proposed Construction Phases
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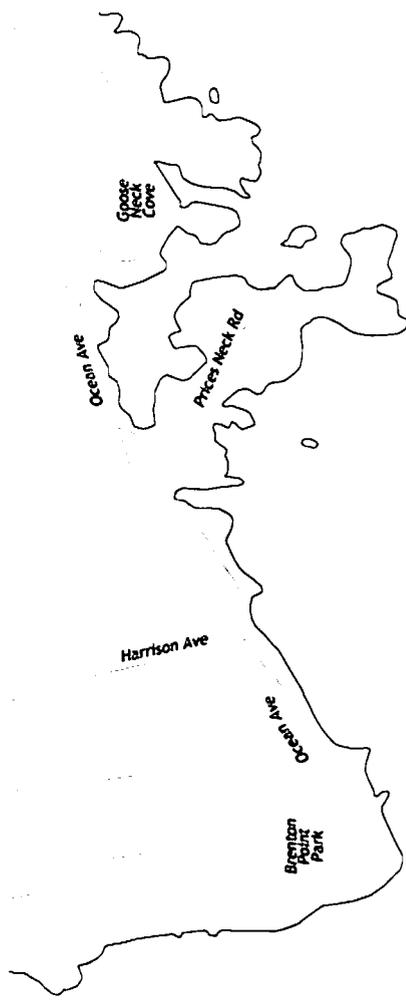
DATE	NO.	DESCRIPTION
2013	1	ISSUED FOR BIDDING



LOCATION MAP
SCALE: AS SHOWN

TRAFFIC DESIGN DATA
DESIGN SPEED 25 M.P.H.

HURRICANE EVACUATION ROUTE
This project includes work to a separate evacuation route and to provide for the evacuation of the area.



LAYOUT PLAN
SCALE: 1" = 50'

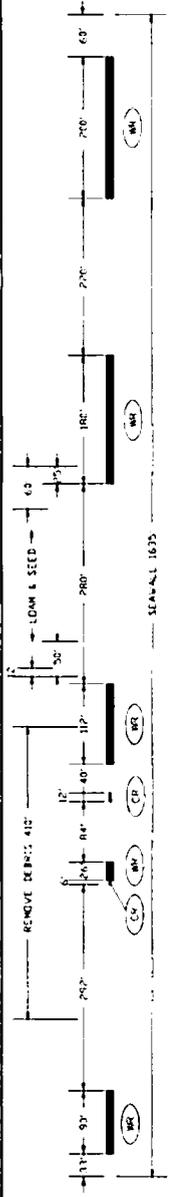
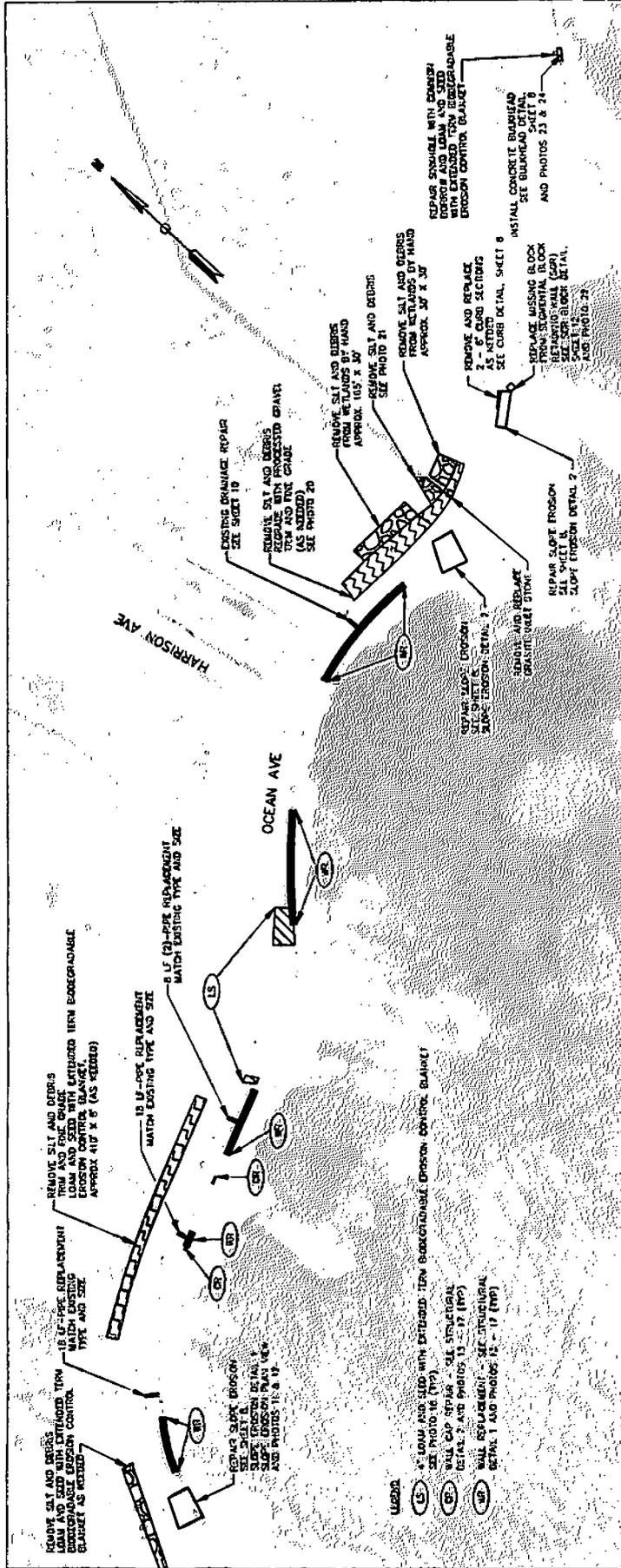
BASE OF LEVELS
NGVD 29

Contract Number 2013-DF-028
Number of Sheet
Total Sheets 19

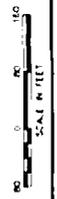
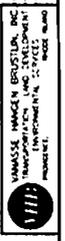


ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND STRUCTURES PRIOR TO CONSTRUCTION.
CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND STRUCTURES PRIOR TO CONSTRUCTION.
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NO.	DATE	BY	REVISION
1	10/15/11	JL	ISSUE FOR PERMIT
2	11/15/11	JL	REVISED PER COMMENTS
3	12/15/11	JL	REVISED PER COMMENTS
4	01/15/12	JL	REVISED PER COMMENTS
5	02/15/12	JL	REVISED PER COMMENTS

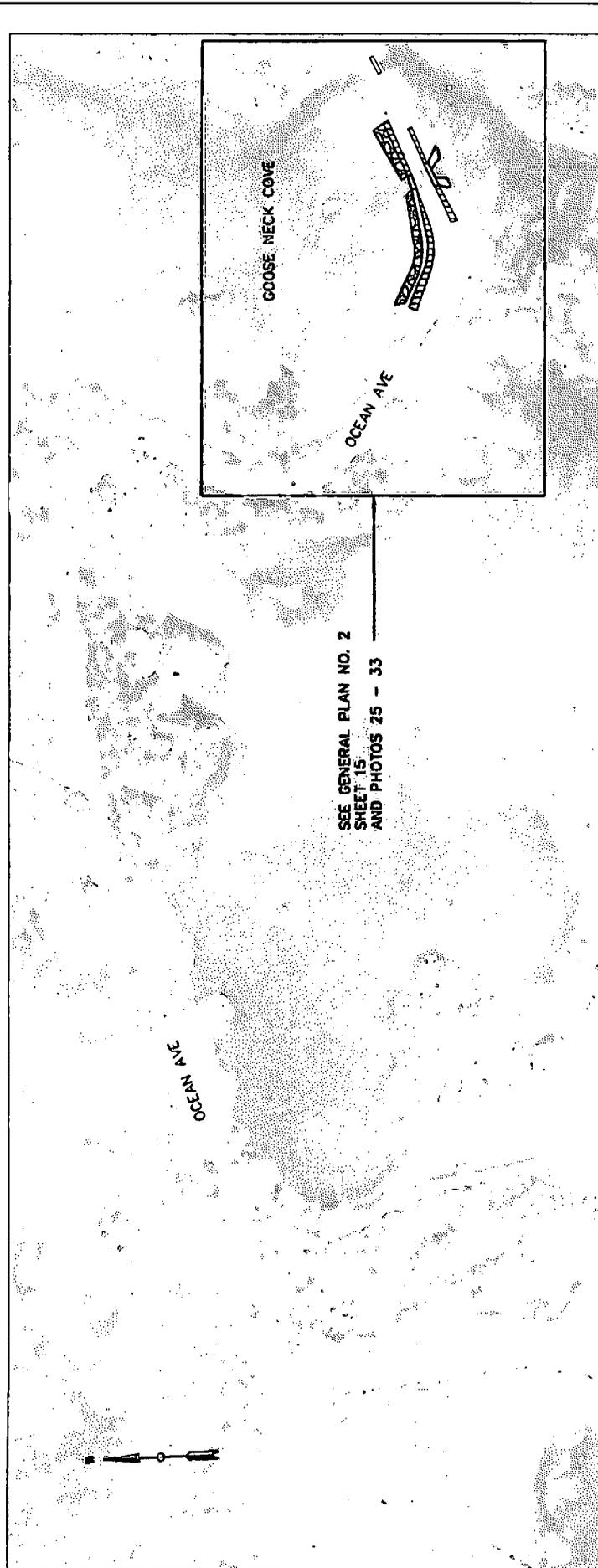


RHODE ISLAND
 DEPARTMENT OF TRANSPORTATION
 HURRICANE SANDY DAMAGE
 REPAIRS TO OCEAN AVENUE
 NEWPORT
 RHODE ISLAND
KEY PLAN NO. 2
 HARRISON AVENUE



SCALE
 SHEET NO. 2

DATE	REV	BY	CHK	DATE



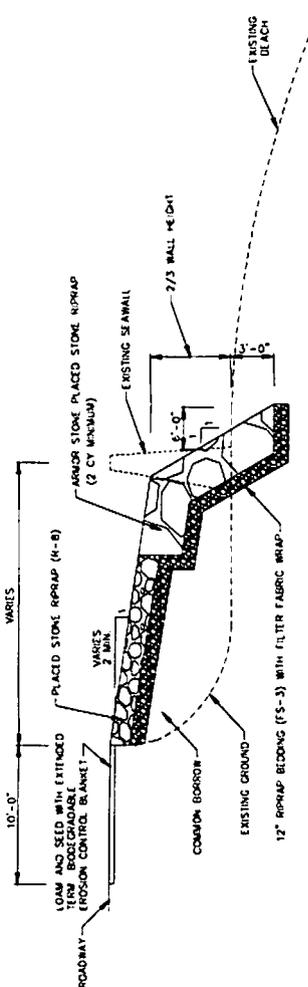
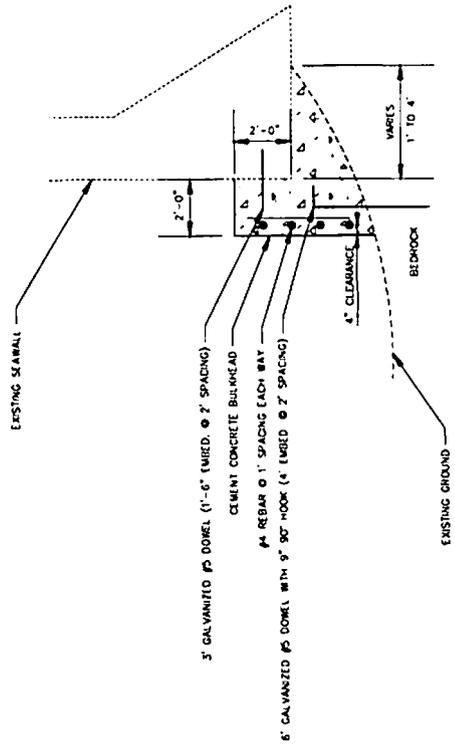
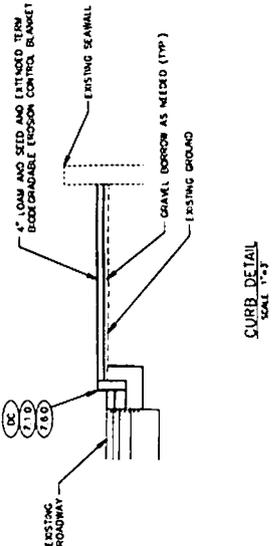
SEE GENERAL PLAN NO. 2
SHEET 15
AND PHOTOS 25 - 33

APPROXIMATELY
3000'

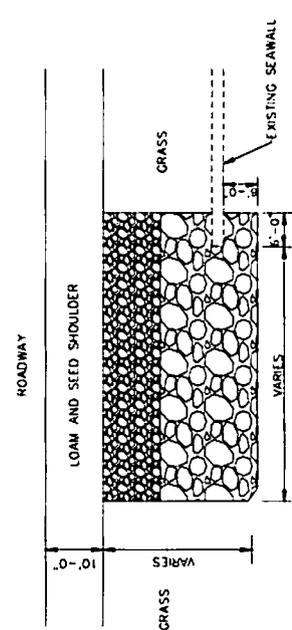


RHOODE ISLAND	
DEPARTMENT OF TRANSPORTATION	
HURRICANE SANDY DAMAGE	
REPAIRS TO OCEAN AVENUE	
NEWPORT, RHOODE ISLAND	
KEY PLAN NO. 3	
GOOSE NECK COVE	
DESIGNED BY	DATE

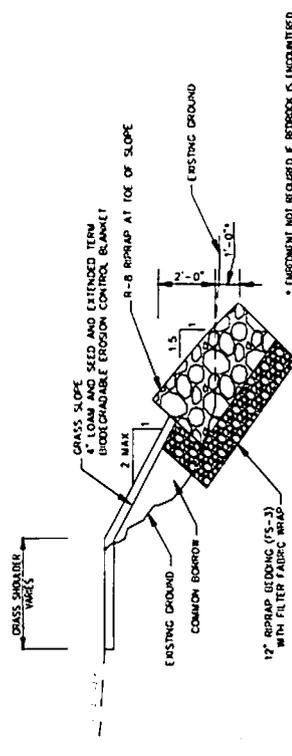
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TYPICAL SECTION SLOPE EROSION DETAIL 1 SCALE 1/4"=1'-0"



SLOPE EROSION PLAN VIEW SCALE 1/4"=1'-0"



TYPICAL SECTION SLOPE EROSION DETAIL 2 SCALE 1/4"=1'-0"

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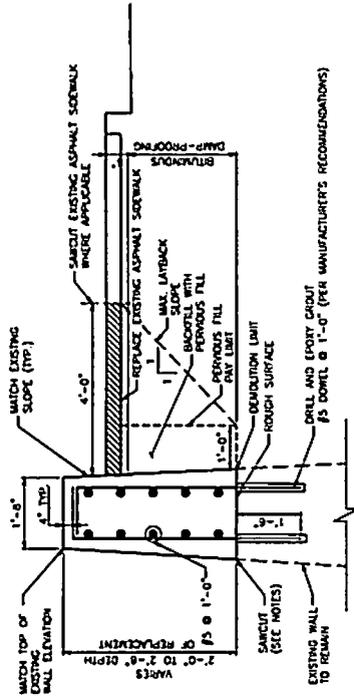
RHODE ISLAND
DEPARTMENT OF TRANSPORTATION
HURRICANE SANDY DAMAGE
REPAIRS TO OCEAN AVENUE
NEWPORT, RHODE ISLAND

REPAIR DETAILS

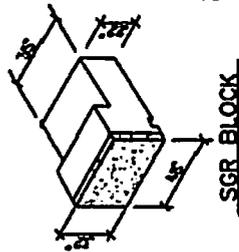
DESIGNED BY: _____ DATE: _____ SCALE: 1/4"=1'-0"

MANAGE, MAINTAIN, BRUSHING, AND REPAIRS TO TRANSPORTATION AND DEVELOPMENT PROJECTS

NO.	DATE	BY	REVISION
1	01/11/11	...	...



WALL CAP REPAIR
SCALE: 3/4"=1'-0"
CR



SGR_BLOCK DETAIL
1/4"

NOTES:

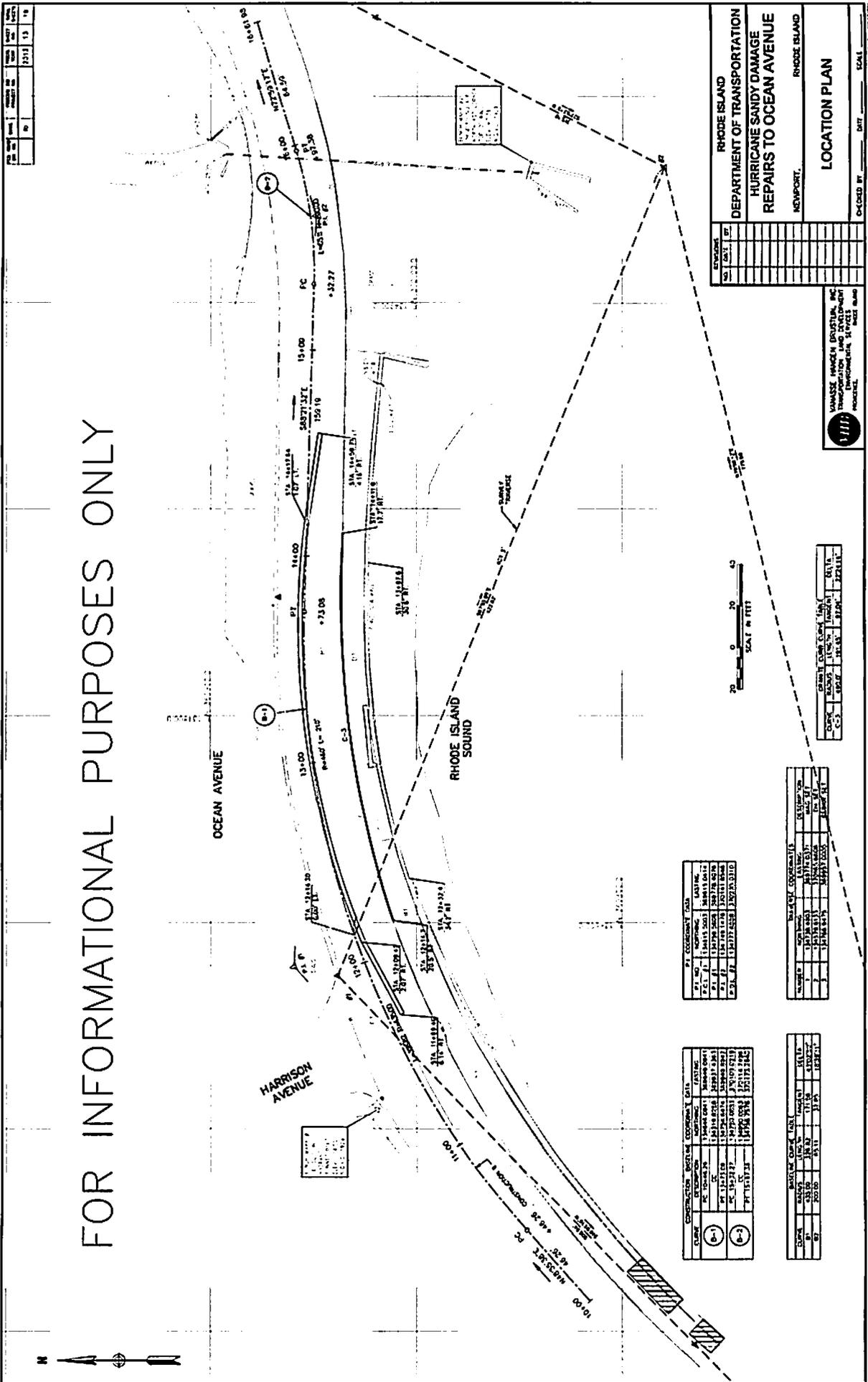
1. CONCRETE SHALL ATTAIN A COMPRESSIVE STRENGTH (F_c) AT 28 DAYS OF 4,000 PSI (CLASS XX WITH 2 GAL/CY OF CALCIUM NITRATE CORROSION INHIBITOR WITH A MAX WATER TO CEMENT RATIO OF 0.4).
2. SGR BLOCK CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 5,000 PSI.
3. USE 3/8" PREFORMED JOINT FILLER AND DEVEL EXPOSED EDGES WITH 3/8" CHAMFER.
4. SEAL BACKFACE WITH 1/2" x 1/2" JOINT SEALANT.
5. INSTALL WATERSTOP AT ALL VERTICAL AND HORIZONTAL CONSTRUCTION JOINTS.
6. BITUMINOUS DAMP-PROOFING SHALL BE IN ACCORDANCE WITH SECTION 813 OF THE R.I. STANDARD SPECIFICATIONS.
7. ALL REINFORCING TO BE GALVANIZED.
8. PROPOSED TOP OF WALL TO MATCH EXISTING.
9. ALL EXPOSED FACES OF WALL SHALL BE SANDFILL TO A DEPTH OF 1/2"
10. SANDFILL OF EXISTING SEAWALL SHALL BE IN ACCORDANCE WITH SECTION 838 OF THE R.I. STANDARD SPECIFICATIONS

PROJECT NO.	DATE	BY	REVISION

RHODE ISLAND
 DEPARTMENT OF TRANSPORTATION
 HURRICANE SANDY DAMAGE
 REPAIRS TO OCEAN AVENUE
 NEWPORT, RHODE ISLAND
STRUCTURAL DETAIL NO. 2
 CHECKED BY: _____ DATE: _____ SCALE: _____
 DRAWN BY: _____ DATE: _____ SCALE: _____



FOR INFORMATIONAL PURPOSES ONLY



NO.	DATE	BY	REVISION
1	10/11/13	...	...

RHOODE ISLAND DEPARTMENT OF TRANSPORTATION HURRICANE SANDY DAMAGE REPAIRS TO OCEAN AVENUE NEWPORT, RHOODE ISLAND	
LOCATION PLAN	
DESIGNED BY	DATE
SCALE	

NO.	DATE	BY	REVISION
1	10/11/13	...	...

UNLESS SPECIFIC NOTED, ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 PROJECT: ...

DATE	BY	REVISION
10/11/13	...	...

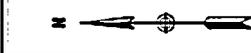
PT.	COORDINATE DATA
1	...
2	...
3	...
4	...
5	...

NO.	DATE	BY	REVISION
1	10/11/13	...	...

NO.	DATE	BY	REVISION
1	10/11/13	...	...

NO.	DATE	BY	REVISION
1	10/11/13	...	...

NO.	DATE	BY	REVISION
1	10/11/13	...	...



DATE: 10/11/13

SCALE: AS SHOWN

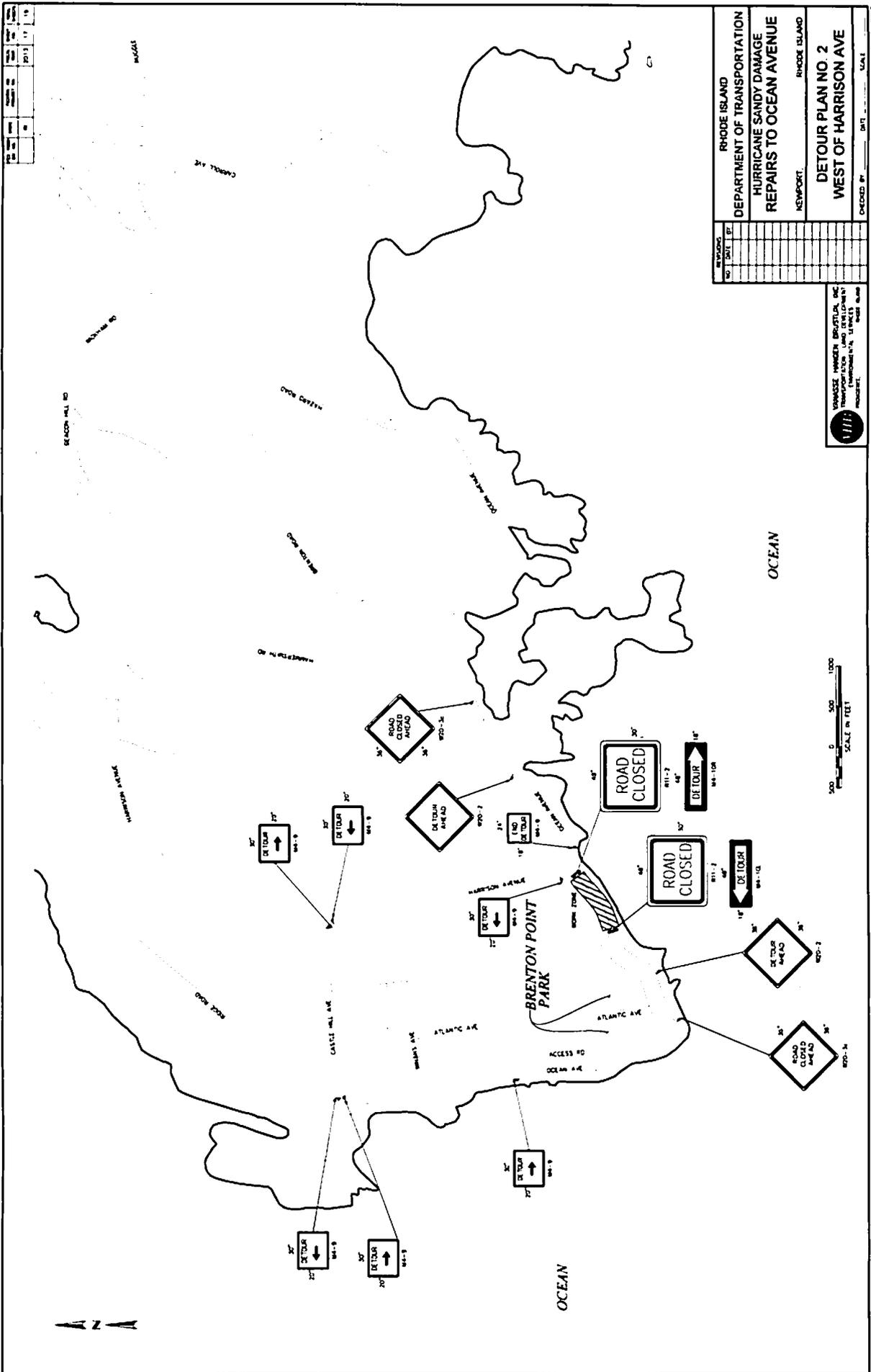
PROJECT: ...

LOCATION: ...

DATE: ...

SCALE: ...

NO.	DATE	BY	REVISION

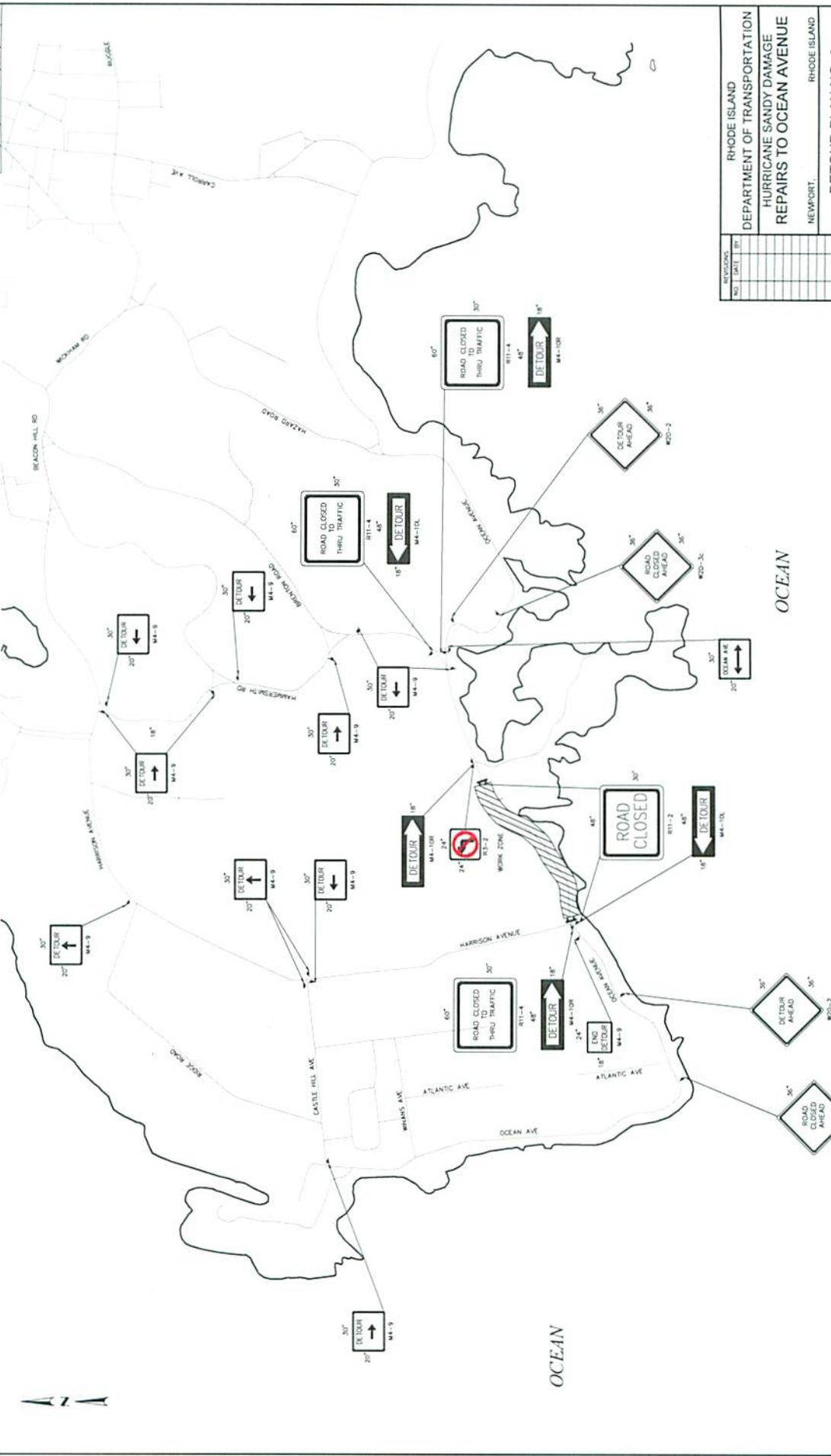


RHODE ISLAND	
DEPARTMENT OF TRANSPORTATION	
HURRICANE SANDY DAMAGE	
REPAIRS TO OCEAN AVENUE	
NEWPORT	RHODE ISLAND
DETOUR PLAN NO. 2	
WEST OF HARRISON AVE	
CHECKED BY	DATE

UNIVERSITY OF RHODE ISLAND
 TRANSPORTATION DEPARTMENT
 1111 UNIVERSITY AVENUE, SUITE 100
 PROVIDENCE, RHODE ISLAND 02903



DATE	2013	18	19
PROJECT NO.	2013	18	19
PROJECT NAME	DETOUR PLAN NO. 3 EAST OF HARRISON AVE		
SCALE	XXXX_VT_DET03003		



REVISIONS	NO.	DATE	BY

RHODE ISLAND
 DEPARTMENT OF TRANSPORTATION
 HURRICANE SANDY DAMAGE
 REPAIRS TO OCEAN AVENUE
 NEWPORT, RHODE ISLAND

DETOUR PLAN NO. 3
 EAST OF HARRISON AVE

CHECKED BY: _____ DATE: _____ SCALE: _____

TEST BORING LOG



Vanasse Hangen Brustlin, Inc.
Ocean Ave Seawall Repair
Newport, Rhode Island

EXPLORATION NO.: GZ-1
SHEET: 1 of 1
PROJECT NO: 33807.00
REVIEWED BY: WLL

Logged By: Justin Zarrella
Drilling Co.: New Hampshire Boring
Foreman: Don Dunkley

Type of Rig: Truck
Rig Model:
Drilling Method:
Drive/Wash

Boring Location: See Plan 10
Ground Surface Elev. (ft.): 10.6
Final Boring Depth (ft.): 28
Data Start - Finish: 3/27/2012 - 3/27/2012

H. Datum:
V. Datum:
Mean Sea Level 1929

Hammer Type: Safety Hammer
Hammer Weight (lb.): 140
Hammer Fall (in.): 30
Auger or Casing O.D./I.D Dia (in.):
4" Casing

Sampler Type: SS
Sampler O.D. (in.): 2.0
Sampler Length (in.): 24
Rock Core Size: NX Core

Groundwater Depth (ft.)

Date	Time	Water Depth	Stab. Time

Depth (ft)	Casing Blows/ Core Rate	Sample			Blows (per 6 in.)	SPT Value	Sample Description and Identification (Modified Burmister Procedure)	Remark	Field Test Data	Depth (ft.)	Stratum Description	Elev. (ft.)
		No.	Depth (ft.)	Pen. (in)								
5		S-1	0.5-2.5	24	2	17 22 15 12	37	S-1 : Dense, brown, fine to coarse SAND, little fine to coarse Gravel, trace Silt	1	0.5	ASPHALT	10.1
		S-2	4-6	24	0	6 5 6 10	11	S-2 : Medium dense, brown-gray, fine to coarse GRAVEL, and fine to coarse SAND, trace Silt	2	4	SAND (FILL)	6.8
		S-3	9-11	24	4	12 12 15 13	27	S-3 : CONCRETE/BRICK in split spoon with trace Gravel and Sand		9	GRAVEL AND SAND (FILL)	1.6
		S-4	14-16	24	5	17 16 12 9	28	S-4 : Medium dense, brown, fine to coarse GRAVEL, and fine to coarse Sand, little Silt		11	DETERIOATED CONCRETE	-0.4
		S-5	19-21	24	5	20 17 18 33	35	S-5 : Dense, brown, fine to coarse SAND, some fine to coarse Gravel, little Silt	3	21	SAND AND GRAVEL	-10.4
25		C-1	23-28	60	22			C-1 : Soft to moderately hard, very severely to moderately severe Weathering, extremely Fractured, fine to medium Grained, blue-gray, SANDSTONE, very close, horizontal Joints, highly Fragmented (RQD=0%)	4		WEATHERED BEDROCK	
30								End of exploration at ±28 feet.		28		-17.4

- REMARKS**
- 1 - Approximately 6" of asphalt at ground surface.
 - 2 - No recovery in sample S-2 from 4'-6". 3" split spoon driven to obtain more sample at that depth.
 - 3 - Split spoon refusal and casing refusal at ±21' with weathered bedrock in tip of sample S-5.
 - 4 - Rollerbit 2' into weathered bedrock from 21' to 23'. Rock core begin at 23'.

See Log Key for explanation of sample description and identification procedures. Stratification lines represent approximate boundaries between soil and bedrock types. Actual transitions may be gradual. Water level readings have been made at the times and under the conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the times the measurements were made.

Exploration No.:
GZ-1

GZA TEMPLATE TEST BORING: 4/27/2012, 9:16:55 AM

TEST BORING LOG



Vanasse Hangen Brustlin, Inc.
Ocean Ave Seawall Repair
Newport, Rhode Island

EXPLORATION NO.: GZ-2
SHEET: 1 of 1
PROJECT NO: 33807.00
REVIEWED BY: WLL

Logged By: Justin Zarella
Drilling Co.: New Hampshire Boring
Foreman: Don Dunkley

Type of Rig: Truck
Rig Model:
Drilling Method:
Drive/Wash

Boring Location: See Plan 0 95
Ground Surface Elev. (ft.): 10.4
Final Boring Depth (ft.): 22
Date Start - Finish: 3/26/2012 - 3/27/2012

H. Datum:
V. Datum:
Mean Sea Level 1929

Hammer Type: Safety Hammer
Hammer Weight (lb.): 140
Hammer Fall (in.): 30
Auger or Casing O.D./I.D Dia (in.):
4" Casing

Sampler Type: SS
Sampler O.D. (in.): 2.0
Sampler Length (in.): 24
Rock Core Size: NX Core

Groundwater Depth (ft.)

Date	Time	Water Depth	Stab. Time

Depth (ft)	Casing Blows/ Core Rate	Sample				Blows (per 6 in.)	SPT Value	Sample Description and Identification (Modified Burmister Procedure)	Remark	Field Test Data	Depth (ft.)	Stratum Description	Elev. (ft.)
		No.	Depth (ft.)	Pen. (in)	Rec. (in)								
5	5	S-1	0.33-2.33	24	8	9 7 3 2	10	S-1 : Top 4": Medium dense, light brown, fine to coarse SAND, trace fine to coarse Gravel, trace Silt S-1B: Bottom 4": Medium dense, dark brown, fine to coarse SAND, little fine to coarse Gravel, little Silt (rock in tip of spoon) S-2 : Medium dense, brown, fine to coarse GRAVEL and fine to coarse SAND, trace Silt	1	1	0.33	ASPHALT	10.1
5	6	S-2	4-6	24	2	17 12 12 10	24	S-2 : Medium dense, brown, fine to coarse GRAVEL and fine to coarse SAND, trace Silt	2	2	4	SAND (FILL)	6.4
10	6	S-3	9-11	24	8	10 8 8 6	16	S-3 : Medium dense, brown, fine to coarse GRAVEL, and fine to coarse Sand, trace Brick, trace Silt	3	3	12	HIGHLY WEATHERED	-1.6
15	6	C-1	14-18	48	45			C-1 : Medium to moderately hard, moderately to slightly Weathered, extremely to slightly Fractured, fine to medium Grained, blue-gray, SANDSTONE, close, horizontal to shallow, slightly weathered Joints (RQD=19%)	5	5	13	BEDROCK	-2.8
20	6	C-2	18-22	48	44			C-2 : Medium to moderately hard, moderately to slightly Weathered, extremely to slightly Fractured, fine to medium Grained, blue-gray, SANDSTONE, very close to close, horizontal to shallow, slightly weathered Joints (RQD=0%)	5	5	22	WEATHERED BEDROCK	-11.6
								End of exploration at ±22 feet.					

REMARKS

- 1 - Approximately 4" of asphalt at ground surface.
- 2 - Low recovery in sample S-2 from 4'-6". Spilt spoon driven to obtain more sample at that depth interval.
- 3 - Overdrive spilt spoon from sample S-3 approximately 6". Blow counts decrease from 11' to 11.5'.
- 4 - Casing refusal at ±12' indicating possible top of weathered bedrock.
- 5 - Rollerbit into inferred weathered bedrock to depth of 14' below ground surface. Transition zone between inferred highly weathered bedrock and inferred weathered bedrock from 12' to 13'. Rock core begin at 14'.

See Log Key for explanation of sample description and identification procedures. Stratification lines represent approximate boundaries between soil and bedrock types. Actual transitions may be gradual. Water level readings have been made at the times and under the conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the times the measurements were made.

Exploration No.:
GZ-2

GZA TEMPLATE TEST BORING: 4/27/2012; 9:16:57 AM

TEST BORING LOG



GZA
GeoEnvironmental, Inc.
Engineers and Scientists

Vanasse Hangen Brustlin, Inc.
Ocean Ave Seawall Repair
Newport, Rhode Island

EXPLORATION NO.: GZ-3
SHEET: 1 of 1
PROJECT NO: 33807.00
REVIEWED BY: WLL

Logged By: Justin Zarrella
Drilling Co.: New Hampshire Boring
Foreman: Don Dunkley

Type of Rig: Truck
Rig Model:
Drilling Method:
Drive/Wash

Boring Location: See Plan 150
Ground Surface Elev. (ft.): 10.2
Final Boring Depth (ft.): 19
Date Start - Finish: 3/26/2012 - 3/26/2012

H. Datum:
V. Datum:
Mean Sea Level 1929

Hammer Type: Safety Hammer
Hammer Weight (lb.): 140
Hammer Fall (in.): 30
Auger or Casing O.D./I.D Dia (in.):
4" Casing

Sampler Type: SS
Sampler O.D. (in.): 2.0
Sampler Length (in.): 24
Rock Core Size: NX Core

Groundwater Depth (ft.)

Date	Time	Water Depth	Stab. Time

Depth (ft)	Casing Blows/ Core Rate	Sample				Blows (per 6 in.)	SPT Value	Sample Description and Identification (Modified Burmister Procedure)	Remark	Field Test Data	Depth (ft.)	Stratum Description	Elev. (ft.)
		No.	Depth (ft.)	Pen. (in)	Rec. (in)								
5	6	S-1	0.33-2.33	24	16	19 10 4 2	14	S-1: Top 8": Medium dense, dark brown, fine to coarse SAND, little fine to coarse Gravel, trace Silt, trace Brick, trace Asphalt S-1B: Bottom 8": Medium dense, brown, fine to medium SAND, some Silt S-2: NO RECOVERY	1	0.33	ASPHALT	9.8	
		S-2	4-6	24	0	13 9 9 7	18	S-2: NO RECOVERY	2	4	FINE TO MEDIUM SAND (FILL)	6.2	
10	6	S-3	9-11	24	4	7 6 3 2	9	S-3: Loose, dark brown, fine GRAINED PEAT	3	6	GRAVEL (FILL)	4.2	
		C-1	14-16	24	19			C-1: Medium to moderately hard, moderately severe to moderate Weathering, extremely to moderately Fractured, fine to medium Grained, blue-gray, SANDSTONE, very close, horizontal, moderately weathered severe Joints (RQD=0%) C-2: Soft to moderately hard, moderate to severe weathering, moderately to extremely fractured fine to medium grained, blue-gray, SANDSTONE, with very close horizontal to shallow moderately weathered Joints, Quartz Veins (RQD=0%)	4	11.5	HIGHLY WEATHERED BEDROCK	-1.3	
15	6	C-2	16-19	36	18				5	12.5	WEATHERED BEDROCK	-2.3	
										18			-8.8
20								End of exploration at ±19 feet.					

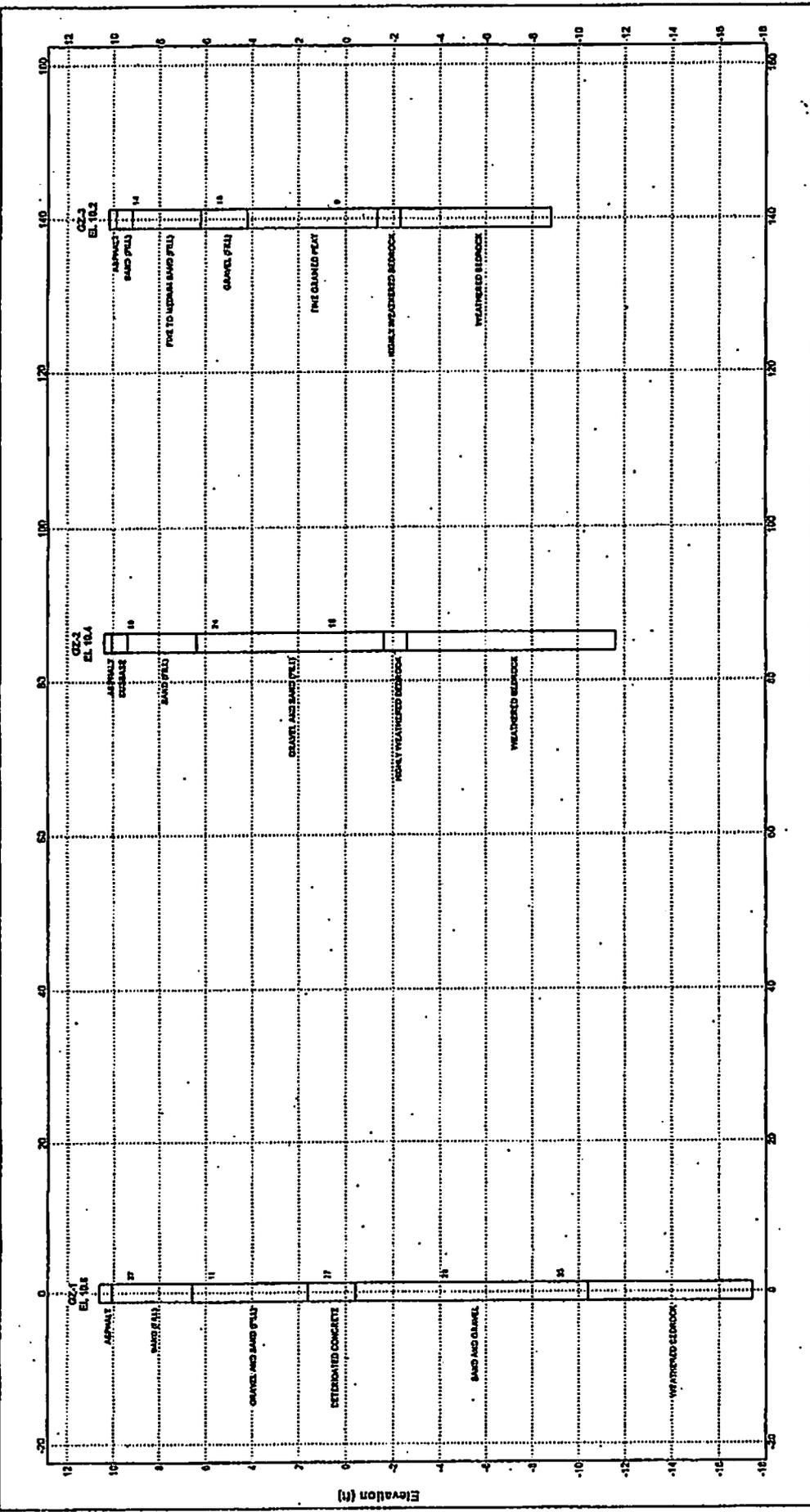
REMARKS

- 1 - Approximately 4" of asphalt at ground surface.
- 2 - No Recovery in sample S-2 from 4'-6". Clean rounded stone observed in wash fluid at that depth.
- 3 - Decrease in casing resistance at ±6" indicating possible stratum change.
- 4 - Increase in casing resistance at ±11.5' indicating possible stratum change (top of inferred highly weathered bedrock). Transition zone to inferred weathered bedrock between 11.5' and 12.5'.
- 5 - Rollerbit into inferred weathered bedrock to depth of 14' from ground surface. Rock core begin at 14'.

See Log Key for explanation of sample description and identification procedures. Stratification lines represent approximate boundaries between soil and bedrock types. Actual transitions may be gradual. Water level readings have been made at the times and under the conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the times the measurements were made.

Exploration No.:
GZ-3

GZA TEMPLATE TEST BORING, 4/2/2012, 9:16:59 AM



Prepared By:  CZA Consulting Engineers, Inc. 1000 West 10th Street Suite 100 Lincoln, NE 68502	Project No.: 2107100 File Name: <<Drawing/Tab>
Project Mgr: Designed By: Checked By: Revision No.: Date/Time: 4/20/19 2:56 AM	Title: Subsurface Profile
Figure No.: SK	

