

"Public Copy"

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

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number: 7458272
Bid/RFP Title: RI CONTRACT 2013-DF-028 HURRICANE SANDY REPAIRS TO OCEAN DRIVE, NEWPORT, RI (59 PGS)
Opening Date & Time: 11/15/2012 11:00 AM
RIVIP Vendor ID #: 15165
Vendor Name: John Rocchio Corp.
Address: 20 Lark Industrial Pkwy
Smithfield, RI 02828
USA
Telephone: (401) 949-5565
Fax: (401) 949-5310
E-Mail: msarrasin@johnrocchiocorp.com
Contact Person: Michael E. Sarrasin
Title: Sr. Estimator
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 02908-5855.

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

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

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for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent.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

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

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

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

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

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

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

SECTION 3 - AWARD DETERMINATION

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

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

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

SECTION 4 - CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

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

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

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

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

- 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.

John A. Rocchio Date 11/15/12
 Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

John A Rocchio PRESIDENT
 Print Name and Title of company official signing offer

BID BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

(Name, legal status and address)

JOHN ROCCHIO CORPORATION
20 LARK INDUSTRIAL PARKWAY
SMITHFIELD, RI 02828

SURETY:

(Name, legal status and principal place of business):

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
ONE TOWER SQUARE
HARTFORD, CT 06183

OWNER:

(Name, legal status and address)

STATE OF RHODE ISLAND
DIVISION OF PURCHASES
ONE CAPITOL HILL
PROVIDENCE, RI 02903

BOND AMOUNT: \$ FIVE PERCENT (5%) OF THE ATTACHED BID DOLLARS

PROJECT:

(Name, location or address, and Project number, if any)

2013-DF-028 HURRICANE SANDY REPAIRS TO OCEAN AVE.
NEWPORT, RI
RFQ NO. 7458272

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a Surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of November, 2012.


(Witness)

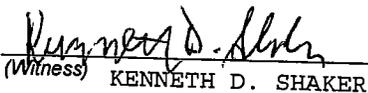
JOHN ROCCHIO CORPORATION


(Principal)

(Seal)

JOHN A. ROCCHIO, PRESIDENT

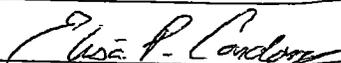
(Title)


(Witness) KENNETH D. SHAKER

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety)

(Seal)


(Attorney-in-Fact) ELISA P. CARDONE



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225028

Certificate No. 004955565

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brian M. Rossi, Robert G. Padula, Christopher A. Iannotti, Joseph J. Padula, Christopher A. Plympton, and Elisa P. Cardone

of the City of East Greenwich, State of Rhode Island, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of July, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 10th day of July, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of NOVEMBER, 2012

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



State of Rhode Island
Department of Administration / Division of Purchases
One Capitol Hill, Providence, Rhode Island 02908-5855
Tel: (401) 574-8100 Fax: (401) 574-8387

ADDENDUM #1

RFQ #7458272 TITLE: 2013-DF-028
HURRICANE SANDY REPAIRS TO OCEAN AVENUE NEWPORT

OPENING DATE AND TIME: 11/15/12 – 11:00 A.M.

SEE ATTACHED

Handwritten signature of Lisa Hill in cursive.

LISA HILL
CHIEF BUYER

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

Solo Rocchio Corporation
Company Name (Print)

[Handwritten Signature]
Signature of Authorized Representative

November 9, 2012,

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF TRANSPORTATION

RHODE ISLAND CONTRACT NO. 2013 - DF - 028

HURRICANE SANDY DAMAGE REPAIR TO OCEAN AVENUE

CITY OF NEWPORT
COUNTY OF NEWPORT

NOTICE TO PROSPECTIVE BIDDERS

ADDENDUM NO. 1 - Prospective bidders and all concerned are hereby notified of the following changes in the Specifications, Proposals, Distribution of Quantities, and Plans. These changes shall be incorporated in the Specifications, Proposal, Distribution of Quantities, and Plans, and shall become an integral part of the Contract Documents.

A. CONTRACT DATES

As indicated on the Solicitation Information sheet, a mandatory pre-bid will be held on 11/13/12 at 9:00 a.m. at RIDOT, 2 Capitol Hill, Room 117, Providence, RI. Bids will not be accepted from contractors that do not attend this mandatory pre-bid.

B. PLANS

1. SHEET NO. 11 - STRUCTURAL DETAIL NO. 1

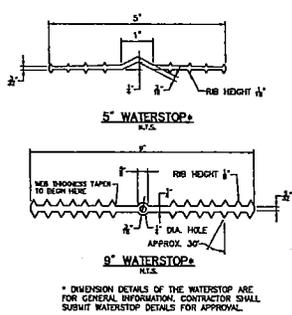
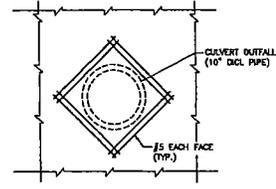
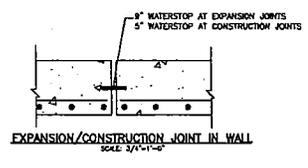
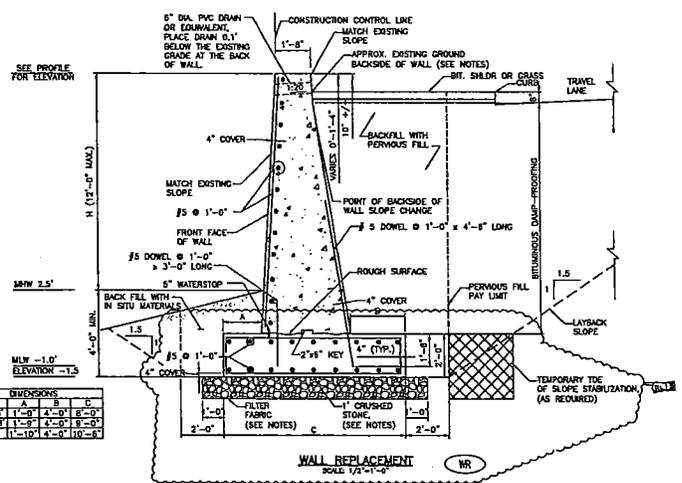
- a. Delete plan sheet no. 11 in its entirety and insert revised plan sheet no. 11(R-1) attached to this ADDENDUM NO. 1. Foundation reinforcing has been revised.

2. SHEET NO. 18 - DETOUR PLAN No. 3, EAST OF HARRISON AVENUE

- a. Delete plan sheet no. 18 in its entirety and insert revised plan sheet no. 18(R-1) attached to this ADDENDUM NO. 1. The detour route has been revised.


Rhode Island Department of Transportation
Chief Engineer FOR

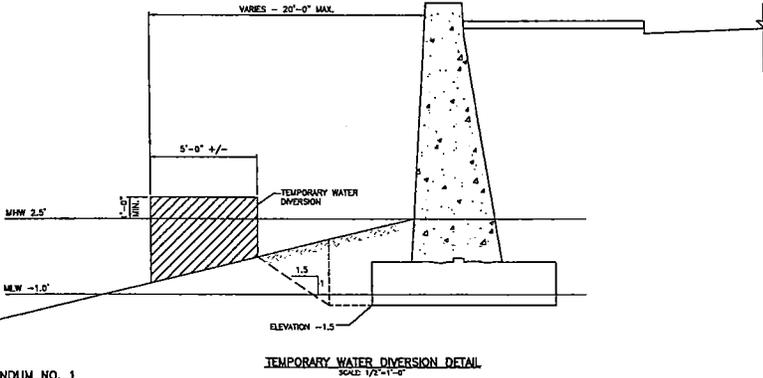
NO.	DATE	BY	REVISION
R-1			



DIMENSIONS			
H	A	B	C
D TO E	1'-0"	4'-0"	8'-0"
F TO G	1'-0"	4'-0"	8'-0"
H	1'-10"	4'-0"	10'-0"

NOTES:

1. CONCRETE SHALL ATTAIN A COMPRESSIVE STRENGTH (F_c) AT 28 DAYS OF 4,000 PSI (CLASS XX WITH 2 GAL/CY OF CALCEM NITRATE CORROSION INHIBITOR WITH A MAX WATER TO CEMENT RATIO OF 0.4).
2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH SECTION 808 OF THE R.I. STANDARD SPECIFICATIONS.
3. PROVIDE EXPANSION JOINTS EVERY 25'-0" IN STEMS.
4. USE 1/2" PREFORMED JOINT FILLER AND BEVEL EXPOSED EDGES WITH 3/4" CHAMFER.
5. SEAL BACKFACE WITH 1/2" x 1/2" JOINT SEALANT.
6. INSTALL WATERSTOP AT ALL VERTICAL AND HORIZONTAL CONSTRUCTION JOINTS.
7. BITUMINOUS DAM-PROOFING SHALL BE IN ACCORDANCE WITH SECTION 813 OF THE R.I. STANDARD SPECIFICATIONS.
8. ALL REINFORCING TO BE GALVANIZED.
9. CONSTRUCTION LAYBACK SLOPES SHALL NOT EXCEED 1:5:1.
10. PROPOSED TOP OF WALL TO MATCH EXISTING.
11. SAWCUT OF EXISTING SEAWALL SHALL BE IN ACCORDANCE WITH SECTION 830 OF THE R.I. STANDARD SPECIFICATIONS.
12. WHEN NOT BEARING ON BEDROCK UP TO 12 INCHES OF CRUSHED STONE WRAPPED IN FILTER FABRIC SHALL BE PROVIDED BELOW THE BOTTOM OF THE FOOTING. WHEN BEARING ON ROCK, THE SURFACE SHALL BE MADE APPROXIMATELY LEVEL.
13. IF FOOTING DEPTH IS LESS THAN 3' FROM SURFACE DUE TO BEDROCK FOOTING SHALL BE DOWELED INTO BEDROCK AS IN THE BRUSHHEAD DETAIL ON SHEET 8. DOWELS WILL BE INSTALLED TO HEEL SECTION OF FOOTING.
14. CONTRACTOR SHALL SURVEY AND OBTAIN SURFACE GRADE ELEVATIONS AT THE BASE OF WALLS TO BE REPLACED. AFTER WALL CONSTRUCTION EXISTING GROUND ELEVATION SHALL BE RESTORED.



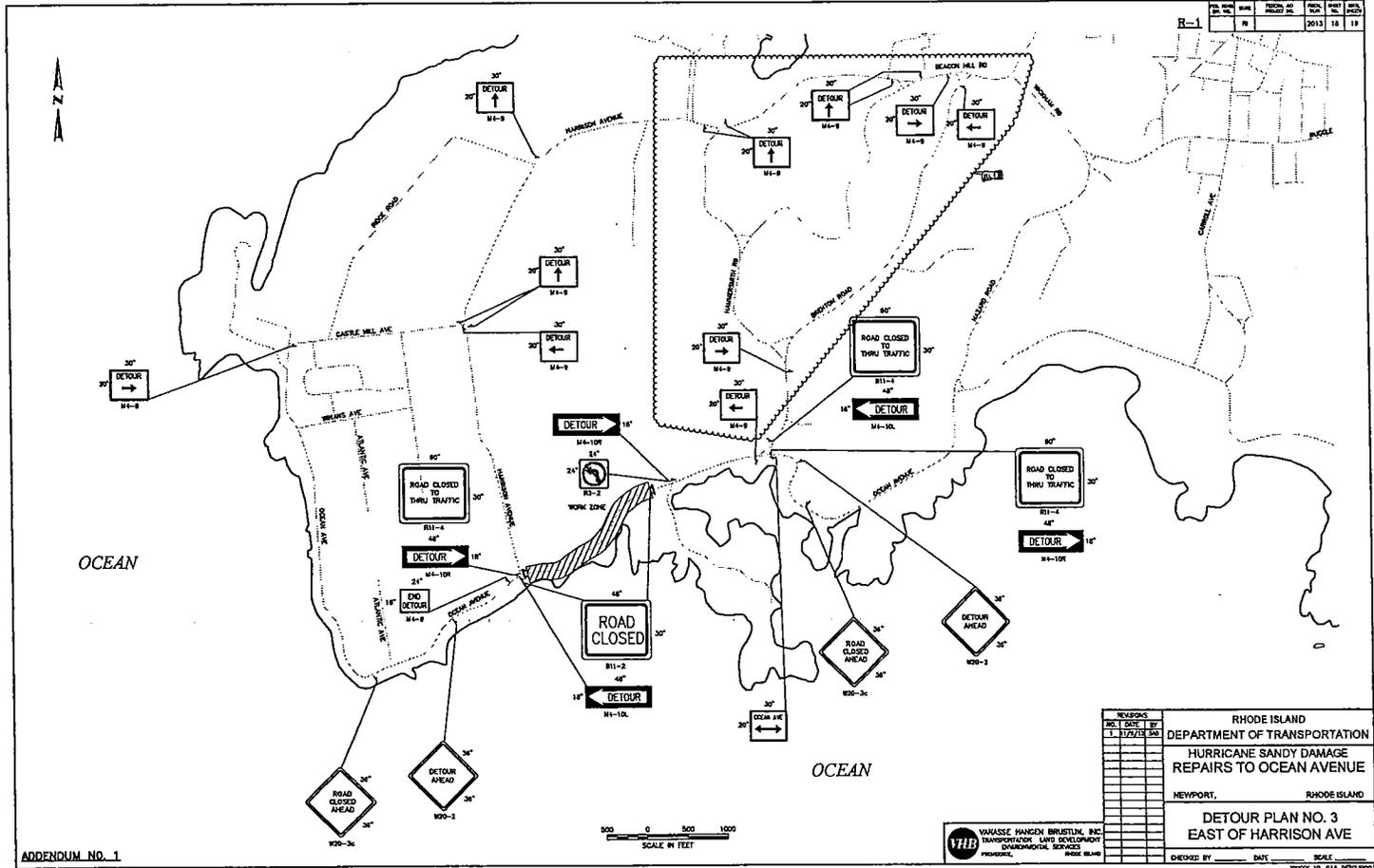
ADDENDUM NO. 1

REVISIONS		RHODE ISLAND	
NO.	DATE	BY	DESCRIPTION
1	11/07/15	USE	
DEPARTMENT OF TRANSPORTATION			
HURRICANE SANDY DAMAGE			
REPAIRS TO OCEAN AVENUE			
NEWPORT,		RHODE ISLAND	
STRUCTURAL DETAIL NO. 1			
CHECKED BY	DATE	SCALE	



30002_VT_011_3/01

NO.	DATE	PROJECT NO.	SCALE	DATE
R-1				



ADDENDUM NO. 1

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 _____	

YANKEE HANSEN BRISTLING, INC.
TRANSPORTATION AND DEVELOPMENT
ENGINEERING SERVICES
PROVIDENCE, RHODE ISLAND

0 500 1000
SCALE IN FEET

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

Bob Pion

From: Michael Rocchio [mrocchio@johnrocchiocorp.com]
Sent: Friday, November 09, 2012 1:20 PM
To: bobbion@johnrocchiocorp.com; msarrasin@johnrocchiocorp.com; johnrocchio@johnrocchiocorp.com
Subject: FW: DOT Hurricane Sandy Repairs

From: Lisa Hill [mailto:lisa.hill@purchasing.ri.gov]
Sent: Friday, November 09, 2012 12:27 PM
To: estimating@aawill.com; jbstock@aetnabridge.com; digregcorp@aol.com; jwheel1@aol.com; reaganconstruction@aol.com; sbdmr@aol.com; gholmes@cardi.com; ltaylor@d-ambra.com; donat104@hotmail.com; mblank@hp.necoxmail.com; sales@jhlynch.com; mrocchio@johnrocchiocorp.com; msarrasin@johnrocchiocorp.com; david@lucenabros.com; ascothon@manafort.com; gmagee@masbuildingandbridge.com; david@mrpavao.com; chrisbeauchamp@nicori.com; jdivito@northernconstruction.com; rebs@rosciti.com; bruce@rpiannuccillo.com; hugokeyandson@verizon.net; lsl.danny@verizon.net; tmiozzi@verizon.net; dzoppo@zoppo.com
Subject: DOT Hurricane Sandy Repairs

The Division of Purchases is posting two (2) bid opportunities for Hurricane Sandy Repairs as follows:

Bid No. 7458272 for 2013-DF-028 HURRICANE SANDY REPAIRS TO OCEAN DRIVE-NEWPORT - BID DUE DATE 11/15/12 @ 11:00 A.M.

Bid No. 7458273 for 2013-DF-029 HURRICANE SANDY REPAIRS TO POPPASQUASH ROAD-BRISTOL - BID DUE DATE 11/15/12 @ 11:15 A.M.

Both bids will have a **MANDATORY PRE-BID MEETING AS FOLLOWS:**

DATE: 11/13/12
LOCATION: RIDOT
2 CAPITOL HILL-ROOM 117
PROVIDENCE, RI

TIME: 7458272 (2013-DF-028) OCEAN DRIVE NEWPORT @ 9:00 A.M.
7458273 (2013-DF-029) POPPASQUASH ROAD BRISTOL @ 10:00 A.M.

Lisa Hill
Chief Buyer
Rhode Island Division of Purchases
One Capitol Hill
Providence, RI 02903
401-574-8118

This email and any attachments contain confidential and/or legally privileged information from the Division of Purchases. It is intended only for the use of the named addressee (s). If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the contents of this emailed information is strictly prohibited and unauthorized.
If you receive this email in error, please immediately notify the sender

11/9/2012

by email, telephone and permanently delete all copies of this email and any attachments.

No virus found in this message.

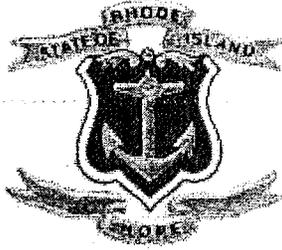
Checked by AVG - www.avg.com

Version: 10.0.1427 / Virus Database: 2441/5384 - Release Date: 11/09/12

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2012.0.2221 / Virus Database: 2441/5384 - Release Date: 11/09/12



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

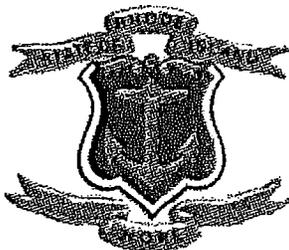
MANDATORY PRE-BID: 11/13/12 - 9:00 A.M.
LOCATION: RIDOT, 2 CAPITOL HILL, ROOM 117, PROVIDENCE, RI

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 \$ 2,700,000.00

HRS-015 \$ 200,000.00

\$ TWO MILLION NINE HUNDRED
NUMERICAL THOUSAND & 00/100

\$ 2,900,000.00
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: 11/15/12

CONTRACTOR: John Rocchio Corporation

SIGNATURE: [Signature]

NAME: John Rocchio

TITLE: PRESIDENT

John Rocchio Corporation

Approved by
03-48-0046

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> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<p>4. Name and Address of Report Entity:</p> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Congressional District, if known:		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:</p>
<p>6. Federal Department Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, mi):</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, mi):</p>	
<p>11. Amount of Payment (check all that apply)</p> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> prorated	<p>13. Type of Payment (check all that apply):</p> <input type="checkbox"/> a. retained <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____	
<p>12. Form of Payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	<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 tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: <u>John A Rocchio</u> Title: <u>PRESIDENT</u> Telephone No: <u>101-949-5565</u> Date: <u>11/15/2</u></p>	
<p>For Federal use Only:</p>	<p>Authorized for Local Reproduction Standard Form -- LLL-A</p>	

No Lobbying Activities

DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET

Reporting Entity: John Roach's Corporation Page 1 of 2

No Activity

CONFLICTS DISCLOSURE STATEMENT

RE: Emergency Repairs to Route 1A

I, John A. Poccia hereby certify as follows:

I am employed as a President of John Poccia Corporation
 [TITLE] [COMPANY]

and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

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

NAME	TITLE	RIDOT DIVISION
ROBERT POCCHIA	TRAFFIC ENGINEER	TRAFFIC

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] 11/15/12
 SIGNATURE DATE

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

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

**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 John A. Rocca (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.

John A. Rocca PRES
Signature of Authorized Agent

11/15/12
Date

TEST BORING LOG



GZA
GeoEnvironmental, Inc.
Engineers and Scientists

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 0 10
Ground Surface Elev. (ft.): 10.6
Final Boring Depth (ft.): 28
Date Start - Finish: 3/27/2012 - 3/27/2012

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

Hammer Type: Safely 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						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)	Blows (per 6 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	10.4	
													SAND (FILL)	
5		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		6.6	
													GRAVEL AND SAND (FILL)	
10		S-3	9-11	24	4	12 12 15 13	27	S-3 : CONCRETE/BRICK in split spoon with trace Gravel and Sand			9		1.6	
											11		-0.4	
15		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						
													SAND AND GRAVEL	
20		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		-10.4	
25	5 5 5 5 5	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	

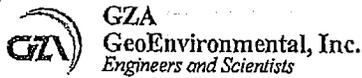
REMARKS
 1 - Approximately 6" of asphalt at ground surface.
 2 - No recovery in sample S-2 from 4'-6'. 3" split spoon driven to obtain more sample at that depth.
 3 - Split spoon refusal and casing refusal at ±21' with weathered bedrock in tip of sample S-5.
 4 - Rollerbit 2' into weathered bedrock from 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: 4/3/2012; 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 Zarrella
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					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)	Blows (per 6 in.)							
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)	1		0.33	ASPHALT	10.1
5		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		4	SAND (FILL)	6.4
10		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				
15	5	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				
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%)					
25											12	HIGHLY WEATHERED	-1.6
30											13	BEDROCK	-2.6
								End of exploration at ±22 feet.			22		-11.6

REMARKS
 1 - Approximately 4" of asphalt at ground surface.
 2 - Low recovery in sample S-2 from 4'-6'. Split spoon driven to obtain more sample at that depth interval.
 3 - Overdrive split 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: 4/3/2012; 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 0 150
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		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 9.9 1 SAND (FILL) 9.2			
		S-2	4-6	24	0	13 9 9 7	18		2		4 FINE TO MEDIUM SAND (FILL) 6.2 6 GRAVEL (FILL) 4.2			
10		S-3	9-11	24	4	7 6 3 2	9	S-3 : Loose, dark brown, fine GRAINED PEAT	3			FINE GRAINED PEAT		
15	6 (min/ft)	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 -1.3 12.5 BEDROCK -2.3			
		C-2	16-19	36	18				5			WEATHERED BEDROCK		
20								End of exploration at ±19 feet.			19		-8.8	

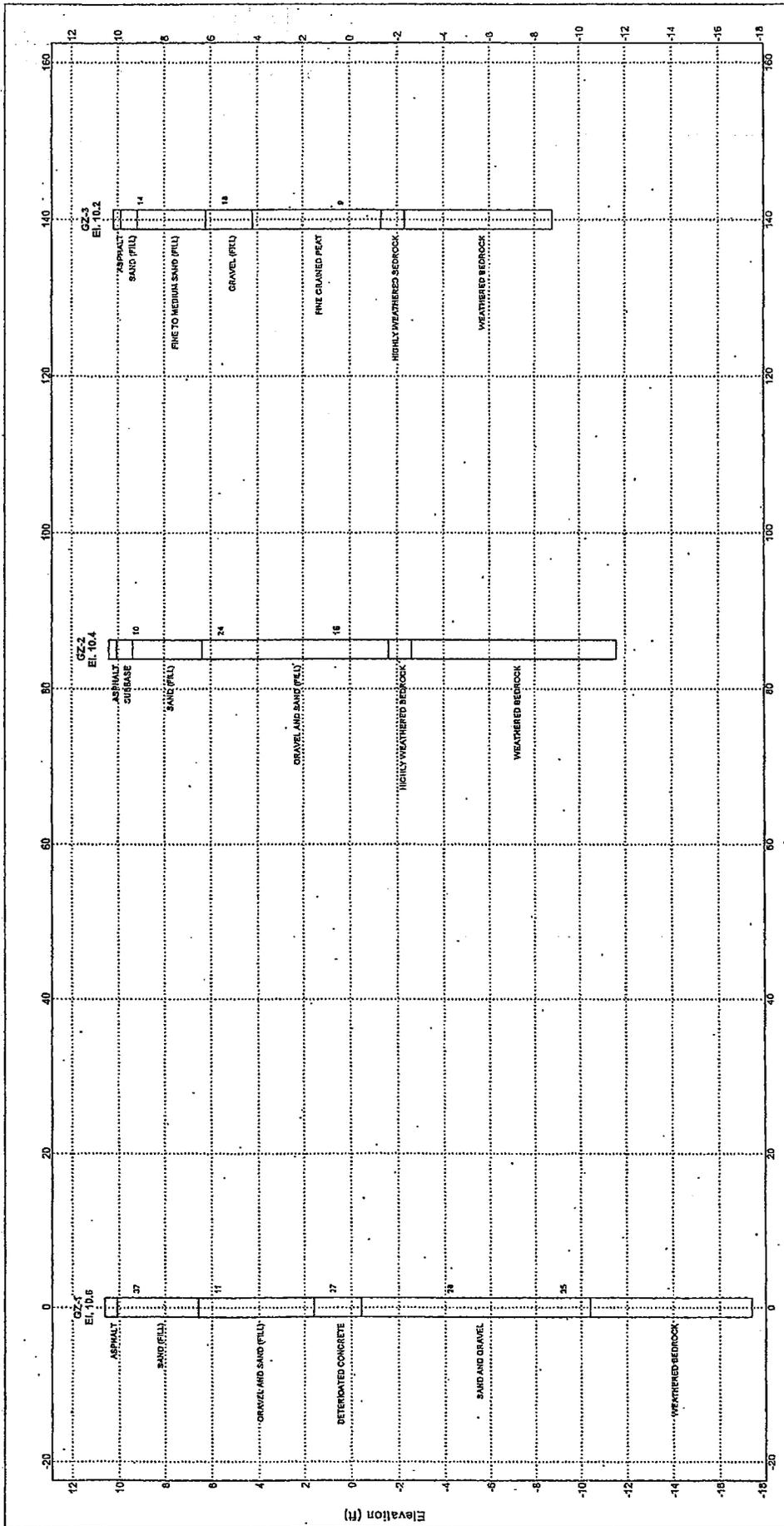
REMARKS

- 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: 4/3/2012, 9:16:59 AM



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Project No.: 33807.00
 File Name: <<DrawingFiles>>
 Figure No.: SK

Project: Ocean Ave Seawall Repair
 Newport, Rhode Island

Title: Subsurface Profile

Project Mgr.:
 Designed By:
 Reviewed By:
 Checked By:

Revision No:
 Date/Time: 4/12/2012 9:21:55 AM

