

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

C.R.C. Company, Inc.
77 Federal Avenue
Quincy, MA 02169

OWNER:

(Name, legal status and address)

The State of Rhode Island

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1400 American Lane, Tower I, 18th Floor
Schaumburg, IL 60196-1056

Mailing Address for Notices

600 Red Brook Boulevard
Owings Mills, MD 21117-5153

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

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

Reconstruction of South Bulkhead - Port of Galilee

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 requirement 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 13th day of December, 2013

(Witness)

C.R.C. Company, Inc.

(Principal)

(Seal)

By:

(Title)

Fidelity and Deposit Company of Maryland

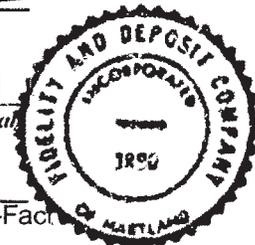
(Surety)

(Seal)

By:

(Title) Nicole Roy

Attorney-in-Fact



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Geoffrey Delisio, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Nicole Roy its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of May, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Gerald F. Haley
Assistant Secretary
Gerald F. Haley

Geoffrey Delisio
Vice President
Geoffrey Delisio

State of Maryland
County of Baltimore

On this 17th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Geoffrey Delisio, Vice President and Gerald F. Haley, Assistant Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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 seals of the said Companies, this 13th day of December, 2013.



Thomas O. McClellan

Thomas O. McClellan, Vice President

11 Pier J&K Improvements – Bracing, Batter Pile Connections, Decking, Fender Piles, Dolphins, Ladders & All Incidentals	LS	NA	NA	<u>700,000.00</u>
12 Remove and replace three 3-pile corner clusters and 74 timber fender piles at Piers B, C and D, and install one 7-pile dolphin at Pier D.	LS	NA	NA	<u>100,000.00</u>
13 Obstruction Removal For Sheet Pile Installation	Hour	40	<u>500.00</u>	<u>20,000.00</u>
14 Obstruction Drilling for Earth Anchors, for drilling time beyond normal effort	Hour	24	<u>1,200.00</u>	<u>28,800.00</u>
15 Additional 3,000 psi concrete fill for voids Located behind existing sheet pile bulkhead	CY	20	<u>400.00</u>	<u>8,000.00</u>
16 Gravel Borrow for Fill in Area below USCG Deck to bring grade to top of Bulkhead Cap	CY	50	<u>45.00</u>	<u>2,250.00</u>
17 Additional 45-kip design capacity Earth Tiebacks to replace tiebacks abandoned due to obstructions that cannot be penetrated	Each	2	<u>14,000.00</u>	<u>28,000.00</u>
18 Additional 51-kip design capacity Earth Tiebacks to replace tiebacks abandoned due to obstructions that cannot be penetrated	Each	2	<u>14,000.00</u>	<u>28,000.00</u>
Total of Base Bid Breakdown				\$ <u>5,385,050.00</u>

NOTE: The sum of the price of all 18 Base Bid Items should equal the Total Proposed Base Bid Price. In case of a conflict the Total Proposed Base Bid Price shall govern.

C. ALTERNATIVES:

There are no Alternatives to be included.

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

Base Bid:

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

FIVE MILLION FIFTY EIGHT THOUSAND FIFTY DOLLARS \$ 5,058,050.00
(Price in words) (Numbers)

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

SUB-TRADE	NAME OF SUBCONTRACTOR	AMOUNT
<u>Tiebacks</u>	<u>HAYWARD BAKER</u>	<u>\$ 113,000.⁰⁰</u>
<u>Electrical</u>	<u>TBD</u>	<u>\$ 144,000.⁰⁰</u>
<u>Plumbing</u>	<u>TBD</u>	<u>\$ 70,000.⁰⁰</u>

TOTAL OF ITEM NO. 2: Three hundred twenty seven thousand \$ 327,000.⁰⁰
(PPrice in Words) (Price in Numbers)

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

SUB-TRADE	NAME OF SUBCONTRACTOR	AMOUNT
<u>see</u>	<u>above</u>	<u>\$ see above</u>
<u></u>	<u></u>	<u>\$</u>
<u></u>	<u></u>	<u>\$</u>

TOTAL OF ITEM NO. 2: see above \$ see above
(PPrice in Words) (Price in Numbers)

E. QUALIFICATIONS OF SUBCONTRACTORS

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

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

F. LEGAL ORGANIZATION

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

G. QUALIFICATIONS TO PERFORM WORK

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

1. The undersigned has been in business as a General Contractor under present business name for 34 years.
2. List at least two and no more than five recent projects on which the undersigned served as the General Contractor for work of similar character as required for the above named project, along with the date of the project, the name of the Architect/Engineer, and the contract price

PROJECT NAME	DATE	ARCHITECT/ENGINEER	CONTRACT PRICE
1. <u>Upper Mystic Lake Dam</u>	<u>2010-2012</u>	<u>GZA - chad Cox</u>	<u>\$ 5,600,000.00</u>
2. <u>QUONSET BULKHEAD REPLACE</u>	<u>2008-2009</u>	<u>CLE ENGINEERING - ^{CARLOS} PENA</u>	<u>\$ 4,100,000.00</u>
3. <u>SHORT BEACH SEAWALL</u>	<u>2010-2012</u>	<u>DCR - ^{STEVE} COLOMBO</u>	<u>\$ 4,200,000.00</u>
4. <u>MYSTIC/NOAN TERMINAL</u>	<u>2013</u>	<u>BOVENE - ^{Alan} PELIN</u>	<u>\$ 4,470,000.00</u>
5. _____	_____	_____	\$ _____

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

PROJECT NAME	DATE	STATE AGENCY	STATE CONTACT PERSON	CONTRACT PRICE
NOT APPLICABLE				
1.				\$
2.				\$
3.				\$
4.				\$
5.				\$
6.				\$
7.				\$
8.				\$
9.				\$
10.				\$

H. VIOLATION OF RI/DEM LAWS AND REGULATIONS

The undersigned is (is not) (Please circle one) currently cited as being in violation of any law or regulation administered by the Department of Environmental Management.
 If Yes please explain. N/A

I. REQUIREMENT FOR LICENSE NUMBER

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for work to be performed by this firm as prime contractor is:

LICENSE NUMBER: REG 36575

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

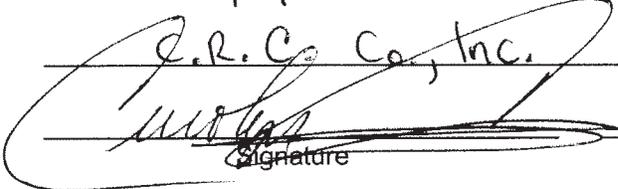
DATE:

12/17/13

BIDDER:

P.R.C. Co., Inc.

BY:


Signature

President
Title

BUSINESS ADDRESS:

77 Federal Ave.

Quincy, MA 02169

TELEPHONE NUMBER:

(617) 328-0800

FEIN NO.:

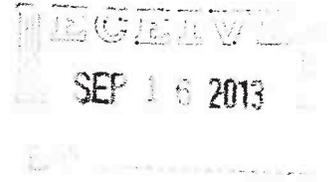
04-2891089

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



State of Rhode Island and Providence Plantations

A. Ralph Mollis
Secretary of State



Certification Number: **13090026720**

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

C.R.C. Company, Inc.

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

August 08, 2001

Effective

August 08, 2001

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

SIGNED AND SEALED ON

Thursday, September 12, 2013

Secretary of State

Authorized Agent



THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

GENERAL LAWS, CHAPTER 156B, SECTION 12

RECEIVED
CORPORATION DIVISION

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$150.00 having been paid, said articles are deemed to have been filed with me this 7th day of August 1978

A TRUE COPY ATTEST
William Francis Galvin
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH
DATE *3/21/78* CLERK *[Signature]*

Effective date:

Michael Joseph Connolly

MICHAEL JOSEPH CONNOLLY
Secretary of State

PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT TO BE FILLED IN BY CORPORATION

TO:

Paul W. Losordo, Esquire
26 Chestnut Street
Quincy, MA 02169

Telephone ..(617). 479-4800.....

FILING FEE: 1/20 of 1% of the total amount of the authorized capital stock with par value, and one cent a share for all authorized shares without par value, but not less than \$150 General Laws, Chapter 156B. Shares of stock with a par value less than one dollar shall be deemed to have par value of one dollar per share.

Copy Mailed

The Commonwealth of Massachusetts

OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE

MICHAEL JOSEPH CONNOLLY, Secretary

ONE ASHBURTON PLACE, BOSTON, MASS. 02108

ARTICLES OF ORGANIZATION

(Under G.L. Ch. 156B)

Incorporators

POST OFFICE ADDRESS

NAME

Include given name in full in case of natural persons; in case of a corporation, give state of incorporation.

Carolyn Cashman, 70 Presidential Drive, #5, Quincy, MA 02169

The above-named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under the provisions of General Laws, Chapter 156B and hereby state(s):

1. The name by which the corporation shall be known is:

C.R.C. Company, Inc.

2. The purpose for which the corporation is formed is as follows:

- To engage in the business of general contracting and sub-contracting, and in furtherance thereof to use real estate, equipment tools, automobiles, and supplies of every nature for the conduct of the business and to carry on any other business permitted by the laws of the Commonwealth of Massachusetts to a corporation organized under Chapter 156B of the Massachusetts General Laws.

- To purchase, lease or otherwise acquire and to hold, use, lease, manage, operate, equip, maintain, sell, mortgage, pledge, deal in or with any and all kinds of properties, real, personal, or mixed, tangible or intangible.

- To incur liabilities and borrow money and to incur notes, bonds or other evidence of indebtedness and to secure the same by mortgage or pledge of any part or all of the properties of any kind of the corporation, and to carry on any business permitted by the laws of the Commonwealth of Massachusetts to a corporation organized under Chapter 156B.

- To engage in the business of buying, selling, loaning of investing and dealing in and with all kinds of investments, securities, stocks, bonds, notes, mortgages, accounts, conditional bills of sale, leases and certificates and (see attached continuation sheet)

85 219053

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued on single sheet so long as each article requiring each such addition is clearly indicated.

NOTE: ONCE DOCUMENT IS ACCEPTED AND FILED, CHANGES MUST BE BY AMENDMENT OR CERTIFICATE OF CHANGE ONLY

9.0
Examiner

TWR
Name Approved

C
P
M
R.A.

5
P.C.

3. The total number of shares and the par value, if any, of each class of stock within the corporation is authorized as follows:

CLASS OF STOCK	WITHOUT PAR VALUE	WITH PAR VALUE		
	NUMBER OF SHARES	NUMBER OF SHARES	PAR VALUE	AMOUNT
Preferred	_____			\$ _____
Common	15,000			

- *4. If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established:

NONE

- *5. The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

NONE

- *6. Other lawful provisions, if any, for the conduct and regulation of business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

The Corporation may be a partner in any business enterprise which it would have power to conduct by itself.

*If there are no provisions state "None".

7. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk, whose names are set out below, have been duly elected.
8. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date, (not more than 30 days after the date of filing.)
9. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.

a. The post office address of the initial principal office of the corporation of Massachusetts is:

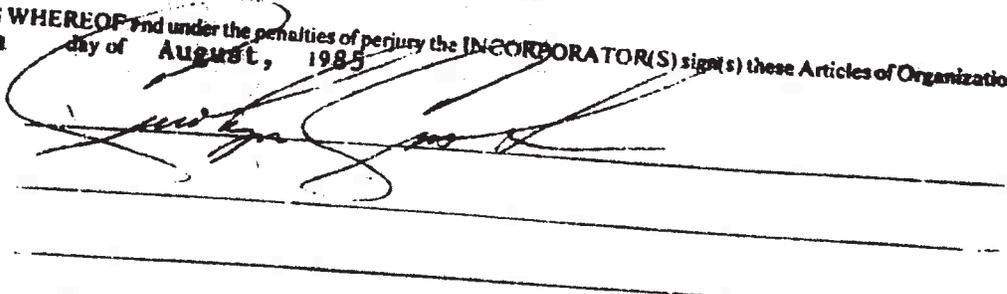
70 Presidential Drive, #5, Quincy, MA 02169

b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Carolyn Cashman,	70 Presidential Drive, #5, Quincy, MA 02169
Treasurer:	Carolyn Cashman,	70 Presidential Drive, #5, Quincy, MA 02169
Clerk:	Carolyn Cashman,	70 Presidential Drive, #5, Quincy, MA 02169
Directors:	Carolyn Cashman,	70 Presidential Drive, #5, Quincy, MA 02169

- c. The date initially adopted on which the corporation's fiscal year ends is:
June 30
- d. The date initially fixed in the by-laws for the annual meeting of stockholders of the corporation is:
second Tuesday in September
- e. The name and business address of the resident agent, if any, of the corporation is:

IN WITNESS WHEREOF and under the penalties of perjury the INCORPORATOR(S) sign(s) these Articles of Organization
this 6th day of August, 1985



The signature of each incorporator which is not a natural person, must be an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on its behalf to sign these Articles of Organization.

7. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk, whose names are set out below, have been duly elected.
8. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date. (not more than 30 days after the date of filing.)
9. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.

a. The post office address of the initial principal office of the corporation of Massachusetts is:

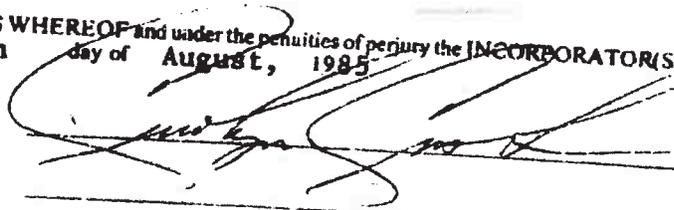
70 Presidential Drive, #5, Quincy, MA 02169

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NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Carolyn Cashman, 70 Presidential Drive, #5, Quincy, MA 02169	
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CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

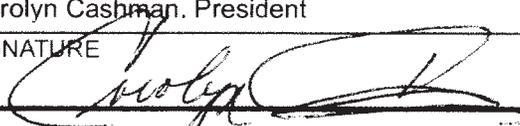
Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
CRC Company, Inc	01-01-14231
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Carolyn Cashman, President	
SIGNATURE	DATE
	12/19/2013

CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

Joseph G. Dias

01-01-14231

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Chief Division of Planning & Development

SIGNATURE

DATE

Joseph G. Dias

7/2/2013

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

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7513366
Bid/RFP Title: CONSTRUCTION SERVICES FOR THE SOUTH BULKHEAD PROJECT - PORT OF GALILEE
(11 PGS & ZIP FILE)
Opening Date & Time: 12/19/2013 2:00 PM
RIVIP Vendor ID #: 39856
Vendor Name: CRC COMPANY INC
Address: 77 FEDERAL AVE

QUINCY , MA 02169
USA
Telephone: (617) 328-0800
Fax: (617) 773-2499
E-Mail: ADMIN@CRCCOINC.COM
Contact Person: CAROLYN CASHMAN
Title: PRESIDENT
R.I. Foreign Corp #: 04-2891089

NOTICE TO VENDORS

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

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

SECTION 2 – REQUIREMENTS

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

Section 2.1 - RULES FOR SUBMITTING OFFERS

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 - AWARD DETERMINATION

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

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

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

SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

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

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

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

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

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

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

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

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

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

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

Offerors must respond to every disclosure statement.

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

Indicate Yes (Y) or No (N):

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



REQUEST FOR QUOTE (RFQ) – BID# 7513366

CONSTRUCTION SERVICES FOR THE SOUTH BULKHEAD PROJECT-PORT OF GALILEE

SUBMISSION DEADLINE: Wednesday, October 30, 2013 at 10:00 AM (ET)

PRE-BID CONFERENCE: NO
 YES **Wednesday, October 02, 2013 at 8:30 AM (ET)**

Mandatory: NO
 YES: Any vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory pre-bid conference. The representative must register at the pre-bid conference and disclose the identity of the vendor whom he/she represents. Because attendance at the pre-bid conference is mandatory, a vendor's failure to attend and register at the pre-bid conference shall result in disqualification of the vendor's bid proposal as non-responsive to the solicitation.

Location: DEM Coastal Resources Office
301 Great Island Rd.
Narragansett, RI 02882

Buyer Name: David A. Cadoret
Title: Chief Buyer

QUESTIONS concerning this solicitation must be received by the Division of Purchases at (bidinfo@purchasing.ri.gov) no later than (Wednesday, October 09, 2013, 5:00 PM (ET)). Questions should be submitted in a *Microsoft Word attachment*. Please reference the bid number (Bid #7513366) on all correspondence. Questions received, if any, will be posted on the Rhode Island Division of Purchases website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: YES

BOND REQUIRED: YES

PUBLIC COPY (R.I. Gen. Law 37-2-18(j)): This requirement applies to all public works projects (vertical and horizontal) exceeding Five Hundred Thousand (\$500,000) dollars and any combination of **base bid plus all alternates**.

DISK BASED BID: NO
 YES: See attached Disk Based Bidding Information

NOTE TO VENDORS:
Vendors must register on-line at the Rhode Island Division of Purchases website at www.purchasing.ri.gov. Offers received without the completed four-page Rhode Island Vendor Information Program (RIVIP) Generated Bidder Certification Cover Form attached may result in disqualification.

THIS IS NOT A BIDDER CERTIFICATION FORM



Disk Based Bidding Information

File Format

All disk based bid files are ZIP files that you can open using the WinZip 8.1 software. The ZIP file will contain one or more files based on the type of Bid/RPF.

Downloading the Disk Based Bid

Bids that have a file for download are marked with a "D" in the Info field of the bid search results. The "D" will be an active link to the WinZip file until the bid reaches its opening date. Clicking on the active "D" link will allow you to open or save the ZIP file associated with the bid. Opening the WinZip file will download a copy to your computer's temporary directory.

Opening the Disk Based Bid

Once downloaded, you can open the ZIP file with WinZip and view the Microsoft Office files contained within the WinZip file. Immediately save (extract) the individual files to an appropriate directory on your computer, such as "Desktop" or "My Documents".

FOR THE DEPARTMENT OF TRANSPORTATION AND OTHER SPECIFIC PROJECTS:

Completing the Disk Based Bid

Once the Microsoft Office files are properly saved, open the individual files and enter the required information in the appropriate fields. Save each file again to capture the new information you entered.

Submitting the Disk Based Bid

Save the completed files to a CD or diskette. Label the CD or diskette with the Bid/RFP number and bidder's name (company name, not contract name). Submit as instructed in the Bid or RFP solicitation document.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ADMINISTRATION
OFFICE OF PURCHASES

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
DIVISION OF PLANNING AND DEVELOPMENT

INVITATION TO BID NOTICE TO CONTRACTORS - BID NO. 7513366

The State of Rhode Island Department of Environmental Management, Division of Planning and Development is soliciting bids for the Reconstruction of South Bulkhead, Port of Galilee, Narragansett, Rhode Island in accordance with plans and specifications dated March 29, 2013.

SEALED PROPOSALS ADDRESSED TO THE **STATE PURCHASING AGENT**, 1 CAPITOL HILL, PROVIDENCE, R.I. 02908-5855, SHALL BE RECEIVED UNTIL October 30, 2013, 10am. At that time they will be opened and read in public.

BIDS SHALL BE SUBMITTED ON THE FORMS PROVIDED WITH THE PLANS AND SPECIFICATIONS.

Effective January 1, 2013 all Public Works related project proposals exceeding five hundred thousand dollars (\$500,000) 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 five hundred thousand dollars (\$500,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of five hundred thousand dollar (\$500,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. For further information, please see R.I. Gen.. Laws Section 37-2-18 (P.L 221) <http://www.rilin.state.ri.us/PublicLaws/law10/law10221.htm> and Purchasing Rules & Regulations amendment at www.purchasing.ri.gov. This regulation applies to all public works projects (vertical and horizontal) exceeding five hundred thousand dollars (\$500,000) and any combination of base bid plus all alternates.

In accordance to Purchasing Rules and Regulations adopted on January 11, 2011 the following conditions are required:

1. All bid proposals shall be opened publicly and read aloud.
2. Each bid, together with the name of the bidder, shall be recorded and an abstract made available "immediately" for public inspection.
3. Copy of the redacted bid proposal shall be available for public inspection by the close of the business the day the subject bid(s) and/or contract(s) is opened by the Division of Purchases.
4. The burden to identify and withhold from the public copy that is released at the bid opening any trade secrets, commercial or financial information, or other information the bidder- deems not subject to public disclosure pursuant to Chapter 38-2, the Access to Public Records Act, shall rest solely and exclusively with the bidder submitting the bid proposal.
5. At the time that a proposal is submitted, a bidder must submit a redacted copy of the bid proposal in a PDF (Portable Document File) file format on a read only CD-R Media Disk (hereinafter referred to as a "CD"). Vendors are required to provide all documents submitted in response to the bid

solicitation on the CD.

- a. The acceptable media is a CD-R. Media that is read/writable (CD RW) will not be accepted.
- b. Only readable, not writeable media is acceptable.
- c. Vendor is responsible for supplying their own CD-R media.
- d. Vendor is responsible for the integrity of the CD.

6. Failure of the bidder to submit a public copy on a readable CD, as required by RIGL 37-2-18 as amended, shall result in the disqualification of said bid.
7. CD must be enclosed in a protective cover and the protective cover clearly labeled with the following:
 - a. Marked "Public Copy"
 - b. Title of Solicitation as it appears on the RIVIP cover letter.
 - c. Name of Company and Vendor ID as it appears on the RIVIP cover letter.
 - d. Bid Response Number as it appears on the RIVIP cover letter.
 - e. Date of Bid as it appears on the RIVIP cover letter.
8. Bid response on CD-R to be in a PDF (Portable Document Format).
 - a. One PDF file will be on the CD-R. File to meet the following requirements:
 - i. Only one file will contain all documents in response to the bid. If you have more than one document for the response, the documents must be concatenated or merged into one PDF document. Failure to submit only one PDF file may result in disqualification of bid.
 - ii. File should be named in the following manner:
 1. BidNumber_DateofBid_VendorName_VendorID.pdf. Where:
 1. Bid Number is the bid number for which the response is for as it appears on the RIVIP cover sheet.
 2. Date of bid is date of bid using the format (mm-dd-yyyy).
 3. Vendor Name is the name of the vendor as one word -no spaces or punctuation.
 4. Vendor ID as it appears on the RIVIP vendor cover sheet.

Note: you must use underscores in separating the fields. Do not use underscores anywhere else in the filename other than to separate the fields.
Example: 1234567_06-01-2011_Vendor_9876.pdf
- 9 Purchasing staff will officially conclude the bid opening and all loaded proposals will be posted to the Purchasing web site. All proposals will be available immediately after bid opening www.purchasing.ri.gov.

For technical assistance, contact the Division of Purchases office at 574-8100.

Plans and specifications for submitting bid proposals may be obtained from the Purchasing Website.

A CERTIFIED CHECK OR BID BOND PAYABLE TO THE STATE OF RHODE ISLAND IN AN AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE PROPOSAL SHALL BE SUBMITTED WITH THE BID.

A Performance and Payment Bond equal to one hundred percent (100%) of the contract price with a surety company registered and licensed in the State of Rhode Island shall be required of the successful bidder.

This project is subject to terms, conditions, and provisions of Chapters 2, 12, 13, and 14.1 of Title 37, Rhode Island General Laws 1956, as amended et. seq., and regulations promulgated thereunder, which require that ten percent (10%) of the dollar value of work performed on the project be performed by minority business enterprises, and prevailing wage rates to be paid under the Contract for this project must be in accordance with the higher of the applicable Davis Bacon Wages or prevailing wages on file in the Rhode Island Department of Labor, Office of the Director.

It is the contractor's responsibility to use the current prevailing wage table which may be obtained at the RI Division of Purchases Home Page at www.purchasing.ri.gov.

All bidders MUST register online at www.purchasing.ri.gov. A RIVIP generated Bidder Certification Cover Form MUST accompany each bid. Should you need assistance in registering or downloading a bid, call (401) 574-8100. Failure to comply will result in disqualification.

A REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, DIVISION OF PLANNING AND DEVELOPMENT AND/OR THE DESIGNER OF RECORD WILL BE PRESENT AT THE PROJECT SITE IN NARRAGANSETT, RI FOR A PRE-BID CONFERENCE. THE PRE-BID CONFERENCE WILL BE NON-MANDATORY.

ON. Wednesday 10/2/2013

AT 8:30am

Meeting will be held at:
DEM Coastal Resources Office
301 Great Island Rd.
Narragansett, RI 02882



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

NOTICE TO VENDORS

Effective **January 1, 2013** all *public works project* related bids or proposals exceeding **Five Hundred Thousand (\$500,000) dollars** are required to include a “public copy.” All agency contract solicitations and invitations for bids, etc. shall state that any bid or proposal that exceeds Five Hundred Thousand (\$500,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of Five Hundred Thousand (\$500,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. For further information, please see R. I. Gen. Laws §37-2-18(j)..

Dated: December 11, 2012



State of Rhode Island Department of Administration
Division of Purchases

REVISED
December 7, 2012

NOTICE TO CONTRACTORS
AND VENDORS BIDDING
ON PUBLIC WORKS PROJECTS

Effective **January 1, 2013** all Public Works related project proposals exceeding Five Hundred Thousand (\$500,000) 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 Five Hundred Thousand (\$500,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of Five Hundred Thousand (\$500,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. Additionally, proposals submitted for a Master Price Agreement, when the total amount potentially may exceed Five Hundred Thousand (\$500,000) and the solicitation expressly requires any or all vendors to submit a public copy, must include a copy to be available for public inspection.

For further information, please see R.I. Gen. Laws Section 37-2-18(j) and State Procurement Regulations at www.purchasing.ri.gov. This requirement applies to all public works projects (vertical and horizontal) exceeding Five Hundred Thousand (\$500,000) dollars and any combination of base bid plus all alternates.

In accordance to the State Procurement Regulations that became effective January 2, 2012 the following conditions are required:

1. All bid proposals shall be opened publicly and read aloud.
2. Each bid, together with the name of the bidder, shall be recorded and an abstract made available "immediately" for public inspection.

3. Copy of the redacted bid proposal shall be available for public inspection by the close of the business the day the subject bid(s) and/or contract(s) is opened by the Division of Purchases.
4. The burden to identify and withhold from the public copy that is released at the bid opening any trade secrets, commercial or financial information, or other information the bidder deems not subject to public disclosure pursuant to Chapter 38-2, the Access to Public Records Act, shall rest solely and exclusively with the bidder submitting the bid proposal.
5. At the time that a proposal is submitted, a bidder must submit a redacted copy of the bid proposal in a PDF (Portable Document File) file format on a read only CD-R Media Disk (hereinafter referred to as a "CD"). Vendors are required to provide all documents submitted in response to the bid solicitation on the CD.
 - a. The acceptable media is a CD-R. Media that is read/writable (CD RW) will not be accepted.
 - b. Only readable, not writeable media is acceptable.
 - c. Vendor is responsible for supplying their own CD-R media.
 - d. Vendor is responsible for the integrity of the CD.
6. Failure of the bidder to submit a public copy on a readable CD, as required by RIGL 37-2-18 as amended, shall result in the disqualification of said bid.
7. CD must be enclosed in a protective cover and the protective cover clearly labeled with the following:
 - a. Marked "Public Copy"
 - b. Title of Solicitation as it appears on the RIVIP cover letter.
 - c. Name of Company and Vendor ID as it appears on the RIVIP cover letter.
 - d. Bid Response Number as it appears on the RIVIP cover letter.
 - e. Date of Bid as it appears on the RIVIP cover letter.
8. Bid response on CD-R to be in a PDF (Portable Document Format).
 - a. One PDF file will be on the CD-R. File to meet the following requirements:
 - i. Only one file will contain all documents in response to the bid. If you have more than one document for the response, the documents must be concatenated or merged into one PDF document. Failure to submit only one PDF file may result in disqualification of bid.
 - ii. File should be named in the following manner:
 1. BidNumber_DateofBid_VendorName_VendorID.pdf. Where:
 1. Bid Number is the bid number for which the response is for as it appears on the RIVIP cover sheet.
 2. Dateofbid is date of bid using the format (mm-dd-yyyy).
 3. VendorName is the name of the vendor as one word -- no spaces or punctuation.
 4. Vendor ID as it appears on the RIVIP vendor cover sheet.

Note: you must use underscores in separating the fields. Do not use underscores anywhere else in the filename other than to separate the fields.

Example: 1234567_06-01-2011_Vendor1_9876.pdf

9. Purchasing staff will officially conclude the bid opening and all loaded proposals will be posted to the Purchasing web site. All proposals will be available immediately after bid opening www.purchasing.ri.gov .

For technical assistance, contact the Division of Purchases office at 574-8100.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

TERMS AND CONDITIONS FOR THIS BID 7513366

RIVIP

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer. 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.

START

Starting date JAN, 2014 no. of working days required for completion By SEPT, 2015.

SURETY

Bidder is required to provide a bid surety in the form of a bid bond, or a certified check payable to the state of Rhode Island, in the amount of a sum not less than five percent (5%) of the bid price. Bid surety must be attached to the bid form. The successful bidder will also be required to furnish performance and labor and payment bonds at time of tentative contract award.

WAGE

Bidders are advised that all provisions of title 37 chapter 13 of the general laws of Rhode Island apply to the work covered by this request, and that payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime, and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors. The prevailing wage table may be obtained at the Rhode Island Division of Purchases home page by internet at www.purchasing.ri.gov. Select "Bidding Information", then "General Information" and then select "Prevailing Wage Table". The State of Rhode Island uses the general decision number ri20100001. Printing the entire document averages approximately one minute per page - you may want to print only the pages applicable to your bid. Bidders note: in the event this bid specifies price offers on a time-and-materials basis, i.e., an hourly rate, any or all bids submitted in an amount less than the prevailing rate in effect for the work covered by this request as of the date of bid issuance shall be rejected by the Division of Purchases.



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INSURANCE

An insurance certificate in compliance with provisions of item 31 (insurance) of the general conditions of purchase is required for comprehensive general liability, automobile liability, and workers' compensation and must be submitted by the successful bidder(s) to the division of purchases prior to award. The insurance certificate must name the state of Rhode Island as certificate holder and as an additional insured. Failure to comply with these provisions may result in rejection of the offeror's bid. Annual renewal certificates must be submitted to the agency identified on the purchase order. Failure to do so may be grounds for cancellation of contract. Note: If this bid covers construction, school busing, hazardous waste, or vessel operation, applicable coverages from the following list must also be submitted to the division of purchases prior to award: * professional liability insurance (aka errors & omissions) - \$1 million or 5% of estimated project cost, whichever is greater. * builder's risk insurance - coverage equal to face amount of contract for construction. * school busing - auto liability coverage in the amount of \$5 million. * environmental impairment (aka pollution control) - \$1 million or 5% of face amount of contract, whichever is greater. * vessel operation - (marine or aircraft) - protection & indemnity coverage required in the amount of \$1 million.

LICENSE

Vendor (owner of company) is responsible to comply with all licensing or state permits required for this type of service. A copy of license/permit should be submitted with this bid. In addition to these license requirements, bidder, by submission of this bid, certifies that any/all work related to this bid, and any subsequent award which requires a Rhode Island license(s), shall be performed by an individual(s) holding a valid Rhode Island license.

INSPECTION

Bidders are responsible for inspection of equipment and/or location, taking measurements* when required, and making themselves aware of the total requirement before submitting a bid. *measurements provided with any bid are for reference purposes and are not guaranteed to be completely accurate.

APPRENTICE

Apprenticeship-Rhode Island general laws 37-13-3.1 requires all general contractors and subcontractors who perform work on any public works contract by the state valued at one million dollars (\$1,000,000.00) 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.

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

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number: 7513366A1
Bid/RFP Title: CONSTRUCTION SERVICES FOR THE SOUTH BULKHEAD PROJECT-PORT OF GALILEE, ADDENDUM 1 (36 + ZIP FILE)
Opening Date & Time: 12/19/2013 2:00 PM
RIVIP Vendor ID #: 39856
Vendor Name: CRC COMPANY INC
Address: 77 FEDERAL AVE
QUINCY, MA 02169
USA
Telephone: (617) 328-0800
Fax: (617) 773-2499
E-Mail: ADMIN@CRCCOINC.COM
Contact Person: CAROLYN CASHMAN
Title: PRESIDENT
R.I. Foreign Corp #: 04-2891089

NOTICE TO VENDORS

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

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

SECTION 2 – REQUIREMENTS

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

Section 2.1 - RULES FOR SUBMITTING OFFERS

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 - AWARD DETERMINATION

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

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

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

SECTION 4 - CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

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

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

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

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

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

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

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

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

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

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

Offerors must respond to every disclosure statement.

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

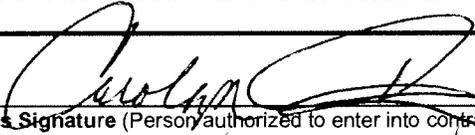
Indicate Yes (Y) or No (N):

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

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-3 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #4-12 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

N/A

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.



Date

12/19/13

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

CAROLYN CASHMAN, PRESIDENT

Print

Name and Title of company official signing offer



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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DIVISION OF PURCHASES
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Website: www.purchasing.ri.gov

October 24, 2013

ADDENDUM NUMBER ONE
RFQ # 7513366

TITLE: Construction Services for the South Bulkhead Project-Port of Galilee

Closing Date and Time: 11/27/2013 at 10:00 AM (Note Change)

Per the issuance of this ADDENDUM #1 (36 pages and pdf files on disc) the following change(s) are noted:

Please be advised the Bid Closing Date and Time has been extended:
From: 10/30/13 at 10:00 AM
To: 11/27/13 at 10:00 AM

Specification Change /Addition / Clarification

This addendum post sign in sheet from non-mandatory pre bid conference held 10/2/13 at 8:30am.

This addendum answers/clarifies questions from the pre bid and submitted on line.

Questions concerning this solicitation may be e-mailed to the Division of Purchases at bidinfo@purchasing.ri.gov no later than November 8, 2013 at 5PM (est). Please reference the RFQ number on all correspondence. Questions should be submitted in a Microsoft word attachment. Answers to questions received, if any, will be posted on the internet as an addendum to this solicitation (www.purchasing.ri.gov). It is the responsibility of all interested parties to download this information.

Please note the instructions on bids submitted on Public Works Projects in excess of \$500,000 (attached to original bid package and also to this addendum).



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

NOTICE TO VENDORS

Effective **January 1, 2013** all *public works project* related bids or proposals exceeding **Five Hundred Thousand (\$500,000) dollars** are required to include a “public copy.” All agency contract solicitations and invitations for bids, etc. shall state that any bid or proposal that exceeds Five Hundred Thousand (\$500,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of Five Hundred Thousand (\$500,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. For further information, please see R. I. Gen. Laws §37-2-18(j)..

Dated: December 11, 2012



State of Rhode Island Department of Administration
Division of Purchases

REVISED
December 7, 2012

NOTICE TO CONTRACTORS
AND VENDORS BIDDING
ON PUBLIC WORKS PROJECTS

Effective **January 1, 2013** all Public Works related project proposals exceeding Five Hundred Thousand (\$500,000) 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 Five Hundred Thousand (\$500,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of Five Hundred Thousand (\$500,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. Additionally, proposals submitted for a Master Price Agreement, when the total amount potentially may exceed Five Hundred Thousand (\$500,000) and the solicitation expressly requires any or all vendors to submit a public copy, must include a copy to be available for public inspection.

For further information, please see R.I. Gen. Laws Section 37-2-18(j) and State Procurement Regulations at www.purchasing.ri.gov. This requirement applies to all public works projects (vertical and horizontal) exceeding Five Hundred Thousand (\$500,000) dollars and any combination of base bid plus all alternates.

In accordance to the State Procurement Regulations that became effective January 2, 2012 the following conditions are required:

1. All bid proposals shall be opened publicly and read aloud.
2. Each bid, together with the name of the bidder, shall be recorded and an abstract made available "immediately" for public inspection.

3. Copy of the redacted bid proposal shall be available for public inspection by the close of the business the day the subject bid(s) and/or contract(s) is opened by the Division of Purchases.
4. The burden to identify and withhold from the public copy that is released at the bid opening any trade secrets, commercial or financial information, or other information the bidder deems not subject to public disclosure pursuant to Chapter 38-2, the Access to Public Records Act, shall rest solely and exclusively with the bidder submitting the bid proposal.
5. At the time that a proposal is submitted, a bidder must submit a redacted copy of the bid proposal in a PDF (Portable Document File) file format on a read only CD-R Media Disk (hereinafter referred to as a "CD"). Vendors are required to provide all documents submitted in response to the bid solicitation on the CD.
 - a. The acceptable media is a CD-R. Media that is read/writable (CD RW) will not be accepted.
 - b. Only readable, not writable media is acceptable.
 - c. Vendor is responsible for supplying their own CD-R media.
 - d. Vendor is responsible for the integrity of the CD.
6. Failure of the bidder to submit a public copy on a readable CD, as required by RIGL 37-2-18 as amended, shall result in the disqualification of said bid.
7. CD must be enclosed in a protective cover and the protective cover clearly labeled with the following:
 - a. Marked "Public Copy"
 - b. Title of Solicitation as it appears on the RIVIP cover letter.
 - c. Name of Company and Vendor ID as it appears on the RIVIP cover letter.
 - d. Bid Response Number as it appears on the RIVIP cover letter.
 - e. Date of Bid as it appears on the RIVIP cover letter.
8. Bid response on CD-R to be in a PDF (Portable Document Format).
 - a. One PDF file will be on the CD-R. File to meet the following requirements:
 - i. Only one file will contain all documents in response to the bid. If you have more than one document for the response, the documents must be concatenated or merged into one PDF document. Failure to submit only one PDF file may result in disqualification of bid.
 - ii. File should be named in the following manner:
 1. BidNumber_DateofBid_VendorName_VendorID.pdf. Where:
 1. Bid Number is the bid number for which the response is for as it appears on the RIVIP cover sheet.
 2. Dateofbid is date of bid using the format (mm-dd-yyyy).
 3. VendorName is the name of the vendor as one word – no spaces or punctuation.
 4. Vendor ID as it appears on the RIVIP vendor cover sheet.

Note: you must use underscores in separating the fields. Do not use underscores anywhere else in the filename other than to separate the fields.

Example: 1234567_06-01-2011_Vendor1_9876.pdf

9. Purchasing staff will officially conclude the bid opening and all loaded proposals will be posted to the Purchasing web site. All proposals will be available immediately after bid opening www.purchasing.ri.gov .

For technical assistance, contact the Division of Purchases office at 574-8100.

SECTION 16531 - EXTERIOR SOLAR POWERED LIGHTING**PART 1 – GENERAL****1.1 SUMMARY**

- A. Section Includes:
 - 1. Exterior Solar Powered Outdoor Lighting.

1.2 SUBMITTALS

- A. Product Data: Catalog cut sheets with performance specifications demonstrating compliance with specified requirements.
- B. IES electronic files of lamp output or Photometric Plots on a surface from a defined lamp height
- C. Calculation of Effective Projected Area (EPA) of the solar lighting system, with associated AASHTO reference for design wind speed for the area and EPA rating of the pole.
- D. Shop Drawings: Anchor-bolt templates keyed to specific poles and certified by manufacturer.

1.3 QUALITY ASSURANCE

- A. Manufacturer: Minimum 10 years experience in manufacture of solar powered lighting systems
- B. Manufacturer's Quality System: Registered to ISO 9001:2001 Quality Standards, including in-house engineering for product design activities.
- C. Photo Voltaic panels shall be IEEE1262 listed and UL1703 listed
- D. Battery shall be rated "non-spillable" by ICAO/IATA/DOT
- E. Perform full-function testing on 100% of all lighting systems at the factory.
- F. Manufactured by an ISO 9001-2000 listed manufacturer

1.4 PROJECT CONDITIONS

- A. Do not install equipment until following conditions can be maintained in spaces to receive equipment:
 - 1. Ambient temperature: 0° to 50° C
 - 2. Relative humidity: 0 to 100%
 - 3. All electrical components rated from -10° to 100°C
 - 4. Pole, base, footing and all coupling components exceed maximum specified EPA ratings required for local wind loading conditions.
 - 5. Photo Voltaic Panel rated to withstand hailstone impact described in ASTM E1038-93 and surface Cut Susceptibility tests (UL 1703-24)
 - 6.

1.5 WARRANTY

- A. Provide manufacturer's warranty covering 10 years from date of purchase.
- B. Solar Voltaic Panel warranty covers 25 years.

PART 2 – PRODUCTS**2.1 MANUFACTURERS**

- A. Products: Subject to compliance with requirements, provide product indicated on Drawings or

ADDENDUM NO. 1

approved equal.

- B. Substitutions:
1. Proposed substitutes must be accompanied by a review of the specification noting compliance on a line-by-line basis.
 2. Provide complete point-by-point photometric analysis of the site for the proposed substitution.
 3. Contractor accepts responsibility and associated costs for all required modifications

2.2 SOLAR POWERED LUMINAIRES

- A. Solar Powered Light System consists of (7) components and assemblies: Photovoltaic (PV) Modules, Solar Light Controllers, Light Fittings, LED lamps, Batteries, Battery Enclosures, Mounting and Support Hardware.
- B. Photovoltaic (PV) Module
1. Construction:
 - a. Crystalline silicon solar cells
 - b. Framed in an all-aluminum structure
 - c. Sealed behind UV stabilized tempered glass
 - d. Covered by a 25 year power warranty
 - e. Meet or exceed IEEE1262 and listed UL1703 standard
 - f. RoHS compliant
 - g. Harnessing and cabling is 12 AWG THHN stranded wire with over molded insulated rated for exterior usage
 2. Performance: PV power rating generates adequate power to fully recharge system batteries within two (2) days at the installation location's expected minimum insolation as defined by NREL.
- C. Light Fixture Assembly
1. Construction:
 - a. Shoebox style
 - b. UV stabilized powder coated bronze
 - c. Glass lens finish
 - d. Sealed and rain-proof
 - e. Dark Sky Certified
 - f. Tilt from 0 to 15 degrees above horizontal for better light dispersion
 - g. Designed and factory-installed LED light source only no screw in LED lamps or compact fluorescent permitted.
 2. Performance:
 - a. LED source designed for a minimum of 100,000 hour performance with over 70% initial lumen maintenance
 - b. LED junction temperature does not exceed 120° C in worst-case site temperature conditions
 - c. High brightness LEDs only (>80 lumens/Watt) per LED. 5 mm type LEDs are not acceptable
 - d. Bright white LEDs with a color temperature greater than 5000 K (> 5000 K)
- D. System Electronics -- consist of battery charge controller and LED driver
1. Construction:
 - a. Enclosed within the light system with touch-proof covers to prevent damage
 - b. Conformal coated to prevent corrosion and failure due to water
 - c. Charge controller and LED driver are designed without electrolytic capacitors. All other capacitor devices are de-rated by at least 20° C below the capacitor's maximum temperature rating under fully-loaded conditions and ambient

ADDENDUM NO. 1

- d. temperature of 30° C
 - d. Minimum 10 year operational life when operating at minimum or maximum rated system environmental specifications (10° C to 50° C at 0 – 100% relative humidity, non condensing)
 - e. Designed and tested to withstand electrostatic discharges up to 15,000 V without impairment per IEC 801-2.
 - f. Withstand up to a 6,000 Volt surge without impairment of performance as defined by ANSI C62.41 Category A.
 - g. Manufactured in a facility that employ ESD reduction practices in compliance with ANSI/ESD S20.20.
2. Performance:
- a. Operates in the following mode Dusk to Dawn-No Dimming permitted
 - b. Perform Power Management to increase a system's run-time even with inclement weather conditions
 - c. Charge Controller operates with temperature compensated limits ensuring battery charging algorithm protects battery(ies) from over and under voltage stress
 - 1) Charge controller adapts maximum (charged) voltage based on temperature (14V maximum at 21° C)
 - 2) Charge controller prevents discharge below temperature compensated battery Low Voltage Disconnect (LVD) limit (11.5V at 21° C)
 - d. Operate the light for five (5) nights without adequate insolation during the day to charge the batteries
 - e. Charge controller never discharges more than 20% depth of discharge per night
 - f. Charge Controller differentiates between actual sunlight and solar panel illumination from the system's own LED light
- E. Batteries
1. Construction:
- a. Sealed valve regulated Gel cell type
 - b. Maintenance free
 - c. Air shippable
 - d. 100% recyclable
2. Performance:
- a. Capable of over 2000 cycles
 - b. Deep cycle technology
 - c. Maintains over 80% of charge after 2 months if left disconnected
- F. Battery enclosure
1. Construction:
- a. All aluminum vented enclosure
 - b. Aluminum doors with keyed notches for securing the door during service NEMA 3RX rated
 - c. All battery wire terminals and harnessing connect via quick-connect type with keyed connections to prevent miswires
2. Performance:
- a. Access provided for battery service via four (4) bolts
 - b. Wire harness is 12AWG THHN wire and finished to prevent accidental shorts
 - c. Terminal covers, ring washers, terminals, etc. are non-corrosive non-rusting
 - d. Warranted for a minimum of two (2) years 100%, and an additional pro-rated warranty to cover five (5) years.
- G. Mounting and Support Hardware
1. Construction:
- a. All aluminum bracing and support struts

ADDENDUM NO. 1

- b. Aluminum or stainless steel hardware for rust-proof and corrosion resistant mounting equipment
 - c. All field serviceable cabling is quick connect plug-in type and designed to prevent miswires.
2. Performance:
- a. PV, Battery, and Fixture mounting hardware rated for 120 mph wind conditions
 - b. PV support structure adjustable to set angles of 5, 15, 30, 45, 60 degrees for Ideal solar harvesting
 - c. PV support structure does not allow complete horizontal mounting to avoid soil, dust, dirt and debris collection that impedes solar harvesting

PART 3 – EXECUTION**3.1 PROJECT CONDITIONS**

- A. Do not install equipment until following conditions can be maintained in spaces to receive equipment:
 - 1. Ambient temperature: 0° to 50° C
 - 2. Relative humidity: 0 to 100%
 - 3. All electrical components rated from -10° to 100°C

3.2 STORAGE AND HANDLING

- A. Battery(ies) approved for shipping via ground, air, or sea
- B. Battery(ies) retains 80% charge or higher from 2 months of shipment

3.3 INSTALLATION

- A. Install equipment in accordance with manufacturer's installation instructions.
- B. Provide complete installation of system in accordance with Contract Document

3.4 MAINTENANCE

- A. Make ordering of new equipment for expansions, replacements, and spare parts available to end user twenty-four hours a day, seven days a week.
- B. Make replacements available for minimum of ten years from date of manufacture.
- C. Provide factory direct technical support hotline 24 hours per day, 7 days per week.
- D. Provide on-site service support within 3 days anywhere in continental United States.

END OF SECTION 16531

**SECTION 00310
 BID PROPOSAL**

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

The undersigned proposes to furnish all labor and materials required for **South Bulkhead Replacement and Site Improvements, Port of Galilee, Narragansett, Rhode Island** in accordance with the accompanying Contract Documents, plans and specifications prepared by the Department of Environmental Management, Division of Planning and Development for the Bid Price specified below, subject to additions and deductions according to the terms of the contract documents.

A. ADDENDA

This bid includes Addenda numbered: _____ and dated: _____

This bid includes Addenda numbered: _____ and dated: _____

B. BASE BID

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

_____ DOLLARS (\$ _____)
 (Price in Words) (Numbers)

ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT BID (in dollars and cents)
1. General Contract Requirements, Mobilization, Demobilization	LS	NA	NA	_____
2. Site Prep, Demolition, Sediment & Erosion Control	LS	NA	NA	_____
3. Site Work, Excavation, Backfilling, Concrete Fill Between sheeting	LS	NA	NA	_____
4. Furnish and Install FRP Sheeting	LS	NA	NA	_____
5. Furnish and Install Steel Sheeting	LS	NA	NA	_____
6. Install Earth Anchor Tiebacks & Steel Wales for Sheet Pile Bulkhead	LS	NA	NA	_____
7. Construct Cast in Place Concrete Facing Below Handrigans Seafood, Offshore Leasing and Champlins Piers, Including H-Piles, and H-Pile Wales And related Earth Tiebacks and all Incidental Work	LS	NA	NA	_____

8. Furnish and Install Timber Fender Piles Timber Wales and Chocks, Ladders	LS	NA	NA	_____
9. Furnish and Install Precast Concrete Cap & Reinforced Concrete Backfill Under Cap	LS	NA	NA	_____
10. Bituminous & Conc Surface Paving	LS	NA	NA	_____
11. Electrical Improvements	LS	NA	NA	_____
12. Water Distribution System	LS	NA	NA	_____
13. Pier J&K Improvements-Bracing, Batter Pile Connections, Decking, Fender piles, Dolphins, Ladders & All Incidentals	LS	NA	NA	_____
14. Remove and replace three 3-pile Corner clusters and 44 timber fender piles at Piers B, C and D, and install one 7-pile dolphin at Pier D	LS	NA	NA	_____
15. Obstruction removal for sheet pile installation	Hour	40		_____
16. Additional 3,000 psi concrete fill for Voids located behind existing sheet pile bulkhead	CY	20		_____
17. Additional 34-Kip design capacity Earth tiebacks to replace tiebacks Abandoned due to obstructions	Each	5		_____
18. Additional 38-Kip design capacity Earth tiebacks to replace tiebacks Abandoned due to obstructions	Each	5		_____
19. Additional 44-or 45-kip design Capacity earth tiebacks abandoned Due to obstructions	Each	5		_____
20. Additional 51-kip design capacity Earth tiebacks to replace tiebacks Abandoned due to obstructions	Each	5		_____

Total of Base Bid Breakdown \$ _____

NOTE: The sum of the price of all 19 Base Bid Items should equal the Total Proposed Base Bid Price. In case of a conflict the Total Proposed Base Bid Price shall govern.

C. ALTERNATIVES:

There are no Alternatives to be included.

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

Base Bid:

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

_____ DOLLARS \$ _____
 (Price in words) (Numbers)

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

SUB-TRADE	NAME OF SUBCONTRACTOR	AMOUNT
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

TOTAL OF ITEM NO. 2: _____ \$ _____
 (Price in Words) (Price in Numbers)

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

SUB-TRADE	NAME OF SUBCONTRACTOR	AMOUNT
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

TOTAL OF ITEM NO. 2: _____ \$ _____
 (Price in Words) (Price in Numbers)

E. QUALIFICATIONS OF SUBCONTRACTORS

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

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

F. LEGAL ORGANIZATION

The undersigned is a (an) _____ (Individual- Partnership-Corporation-Joint Venture). Attach copies of articles of incorporation or

partnership agreement, and Rhode Island Secretary of State's Certificate of Good Standing.

G. QUALIFICATIONS TO PERFORM WORK

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

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

PROJECT NAME	DATE	ARCHITECT/ENGINEER	CONTRACT PRICE
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____
4. _____	_____	_____	\$ _____
5. _____	_____	_____	\$ _____

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

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

H. VIOLATION OF RI/DEM LAWS AND REGULATIONS

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

If Yes please explain. _____

I. REQUIREMENT FOR LICENSE NUMBER

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for work to be performed by this firm as prime contractor is:

LICENSE NUMBER: _____

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

DATE: _____

BIDDER: _____

BY: _____
Signature Title

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: (____) _____

FEIN NO.: _____ - _____

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

September 26, 2013
Galilee Reconstruction of South Bulkhead Questions

Please refer to Plan Sheet 2 of 26.
The Notes are not complete for the Water Service.

Response: The plan notes will be corrected by addendum. The full notes will read as:

1. New 2-inch water service to be installed through the right of way at the Bait Shack, with meter pit and shut off valve, to service three pairs of frost proof yard hydrants. See the revised plans by GZA showing the meter location, details, and connection to the water main.
2. Contractor is responsible for obtaining all necessary Local and State permits.
3. Installation shall be in accordance with Town of Narragansett Requirements.
4. Water service shall be 2-inch HDPE, and shall be installed at minimum frost depth of 3'-4' or as required by permit. See revised specifications.
5. Yard hydrants shall be installed in pairs (6 total), and shall be Clayton Mark frost proof hydrants with riser or manufacturer to match standard yard hydrants in the port, installed per manufacturer's specifications. Contractor shall provide as part of the base bid price an additional ten hydrants and risers for RIDEM to stock as future replacements.
6. Hydrants shall be installed in a 3-foot by 3-foot box out in the proposed concrete surface finish. The box out shall be finished with a 4-inch thick concrete surface with premolded expansion joint filler around the edges.
7. Provide 3-Inch diameter concrete filled steel pipe bollards on each corner of hydrant box out.

September 26, 2013
Galilee Reconstruction of South
Bulkhead Questions — Part 2

1) Please refer to Plan Sheet 9 of 26. The notes in the upper left-hand corner appear to be incomplete.

Response: The note has been truncated, a revised sheet will be issued by addendum.

2) On Sheet 9 of 26, please provide the units of measurement for the Tieback Schedule.

Response: Design capacity is in kips, bonded and unbounded lengths are in feet.

3) Sheet references generally do not correspond to the correct Sheets — see references on Sheet 16 of 26 and Notes on Sheet 22 of 26.

Response: Sheet references will be checked and corrected, and revised plans will be issued by addendum as necessary.

- 4) Sheet 5 of 26 calls for some timber piles to remain on Pier "J" and Pier "K." Sheet 22 of 26 calls for all timber piles to be removed and replaced. Please clarify.**

Response: ALL of the fender piles on Pier "J" and Pier "K" need to be replaced with greenheart piles. See the revised plan sheets.

**September 27, 2013
Galilee Reconstruction of South
Bulkhead Questions**

- 1) Section 01500, 1.8.D (should be "E"?) requires the maintenance of temporary access to Wooden Piers that are to be demolished and replaced. Please clarify the intent of requiring access to a pier that is not there.**

Response: Only the ends of the piers are to be demolished to allow the installation of the bulkhead, and the demolished portion of the pier is to be replaced in kind. Access to the un-demolished portion of the pier shall be maintained during construction. See the revised Specification Section 01015 issued with the addendum.

- 2) Section 02400, 2.1.A.2 calls for the inspection and reuse of existing timber piles. It appears from the Plans that, typically, new timber piles are required. Please clarify.**

Response: All existing piles shall be replaced with new piles. No existing piles are to be reused

**September 27, 2013
Galilee Reconstruction of South
Bulkhead Questions — Part 2**

- 1) Please refer to the Detailed Bulkhead Plans (3 Sheets, 9,10, & 11) and the Sections Sheets (2 Sheets, 12 & 13). The Minimum Sheet Pile Tip Elevations shown are not consistent between the Plans and Sections. Please review.**

Response: The tip elevations shown on Detailed Bulkhead Plans (3 Sheets, 9,10, & 11) are correct for this design. The tip elevations shown on the sections will be corrected and issued by addendum to be consistent for this design. Refer to Specifications Section 00100-7 regarding substitutions. No substitutions will be considered AFTER the contract award. The contractor may submit a proposed substitution of anchoring the FRP sheets including either the use of a composite

section utilizing the existing steel bulkhead or other substitution ONLY during the bid phase as long as the proposed substitution is received at least 10 days before the bid award. If the engineer approves a proposed substitution prior to the receipt of bids, such approval shall be set forth in an Addendum. Substituting steel sheets on the seawater side of the bulkhead for FRP sheets where FRP sheets are specified will not be allowed.

2) Section 01500 calls for a fully furnished office for the exclusive use of the owner's Representative. At the completion of the work, does the Contractor retain ownership of all equipment.

Response: Yes. The contractor will retain ownership of all equipment.

**September 27, 2013
Galilee Reconstruction of South Bulkhead
Questions — Part 3**

Please refer to the Typical Precast Concrete Cap Detail on Sheet 18 of 26. Is the 3/8" weld connecting the Precast Cap to the Sheeting to be performed in the field.

Response: The weld connects the clip angle to the plate embedded in the cap, and is intended to be a field weld.

**October 02, 2013
Galilee Reconstruction of South Bulkhead
Questions from Pre-bid and Site Walk-thru**

1) Is a Building Permit required

Response: Yes, the Contractor will need to obtain a State Building Permit from the RIBCC

2) Please outline any temporary staging area(s) that can be provided by the Owner

Response: The RIDEM will do the best we can to provide areas in either one or a combination of the following: an approximately 100' by 50' area in the parking lot behind the Galilee office (October 15-May 15 only), Pier # 3 (October 15-May 15 only), Pier # 4 Jerusalem (October 15-May 15 only), Parking lot G (October 15-May 15 only), the bulkhead section near the great Island Bridge (year round), and other potential areas in Narragansett. The location and size of the areas may change depending on factors such as the season and access requirements. We will do our best to work with the contractor to find suitable areas, but have limited ability to provide areas in the summer months from May 15-October 15.

3) Please identify a location for the Engineer's Office

Response: It can be located in the small parking lot directly behind the RIDEM Coastal Resources Office Building. It will be the responsibility of the contractor to hook up to an appropriate power line and provide temporary power to the office.

4) Please provide the duration of occupancy for the Engineer's office

Response: 12 months

5) Piers E & H are identified for cutback – should they be included on Sheet 19

Response: Yes, Piers E & H should be included in the piers requiring cut backs

6) Please confirm that for areas marked "remove and replace," suitable existing materials can be reused

Response: No; the contractor should remove and replace with new materials.

7) Please provide the finish requirements for structural steel (wales, bearing plates, etc)

Response: All structural steel shall be coated with coal tar epoxy.

8) Please clarify the language in the Note on Sheet 16: "bearing plates at the face of each sheet at 3'-0" o/c"

Response: The note shall be revised to read "at 5'-0" o/c". The wale seats are to be provided at the outside face of each pair of sheets.

9) Can the Engineer's Estimate for the cost of the work be provided

Response: NO. The engineer's estimate is for the work shown on the plan. Refer to Specifications Section 00100-7 regarding substitutions. NO substitutions will be considered AFTER the contract award. The contractor may submit a proposed substitution of anchoring the FRP sheets including either the use of a composite section utilizing the existing steel bulkhead or other substitution ONLY during the bid phase as long as the proposed substitution is received at least 10 days before the bid award. If the engineer approves a proposed substitution prior to the receipt of bids, such approval shall be set forth in an Addendum. Substituting steel sheets on the seawater side of the bulkhead for FRP sheets where FRP sheets are specified will not be allowed.

10) With reference to Specification Section 02900, please provide sufficient engineering properties to establish "approved equals" to the UC-95 FRP sheet pile specified

Response: The properties will be provided by Addendum and only FRP sheets will be allowed. Steel sheets, coated steel sheets, or some other material will not be allowed.

11) Please review the requirement to extract every third pair of FRP Sheeting for inspection

Response: See Revised Specification Section 02900.

12) Please clarify the requirement to drive the extracted FRP Sheets to 20' below mudline

Response: This will be revised to the minimum tip elevation.

13) With reference to Sheet 20, what are the vertical limits of the Sheeting Closure Detail

Response: The closure angle is 10 feet long.

14) Please confirm that others (Owner and/or commercial entities) will bear responsibility for any relocations of existing utilities/facilities (water lines, fuel lines, electrical, AC units, piping, etc.)

Response: NO; it is the contractor's responsibility to relocate any existing utilities and/or facilities in the work area and to provide any temporary utilities and/or facilities in the work area for uninterrupted service. The ongoing operation of existing tenants and owners within the work area cannot be disrupted; their utilities and facilities will remain operational throughout the construction period. See revised Specification Section 01015 issued with this addenda.

15) With reference to Sheet 21, what is the thickness of the Steel Plate Lagging

Response: Steel plate lagging shall be 1/2" thick

October 03, 2013

Galilee Reconstruction of South Bulkhead

Questions

1) Where is the diameter of the Bulkhead Fender Pile specified

Response: Fender piles shall have a minimum butt diameter of 14 inches, all fender piles to be greenheart and to be stainless steel strapped.

- 2) General Layout calls for 35' long Piles – Bulkhead Section (Sheet 16) calls for Piles to be over 36' long. Please clarify.**

Response: Bulkhead fender piles shall be at least 36.5 feet long. The plans will be revised to reflect this.

October 03, 2013

Galilee Reconstruction of South Bulkhead

Question – Part 2

Sheet 6 calls for the removal and resetting of existing rip rap near Sta. 9+00. This rip rap has the voids concrete filled. Do you want concrete fill with the replaced rip rap.

Response: The riprap does not need to be grouted or concrete filled.

October 07, 2013

Galilee Reconstruction of South Bulkhead

Questions

- 1) With reference to the Pier J & K Pier Improvements, please confirm that there are four Dolphins to be replaced, and that the replacement steel pipe pile Dolphins will be 7-Pile (Sheet 22 shows 6-pile)**

Response: There are four dolphins, and shall be 7-pile cluster per sheet 23

- 2) Please confirm the thickness of the angles used to connect the P/C Cap to the Sheet Pile – both 5/8" and 3/4" are called out**

Response: The angles shall be 3/4"

October 07, 2013

Galilee Reconstruction of South Bulkhead

Question – Part 2

Demo Plans and Sheet 22 call for Pier J & K Chocks to be removed and replaced. Sheet 23 calls for "10" x 12" Oak Chock Existing to Remain." Please clarify.

Response: The existing chocks will need to be replaced.

Re: Bid No. 7513366, Construction Services for the South Bulkhead Project, Port of Galilee

We submit the following questions:

- 1. The drawings and bid items show precast concrete items, but there is no specification section for precast concrete. The only section for concrete is Section 03300, Cast-in-Place Concrete. Will specifications be issued for precast concrete items?*

Response: No additional specifications for the precast item will be issued. See also Concrete Notes on Sheet 2

- 2. Please clarify the distance of precast cap to be installed on top of sheeting. It appears that the drawings show no precast cap for a distance of 24 LF at Handrigan Seafood, 30 LF at Offshore Leasing, and 32 LF at Champlins, for a total of 86 LF +/- of sheeting that will not have a precast cap. Is this correct?*

Response: This is correct.

- 3. Are there any Buy American requirements related to the U.S. Dept. of Commerce Economic Development Administration contracting provisions listed in Section 00810?*

Response: According to the EDA Standard Terms and Conditions for Construction Projects, "American-Made Equipment and Products. Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award."

- 4. In Section 00610, the date to be completed on the bid bond form is pre-printed with the year 2011. Will a new bid bond form be issued showing the year 2013, or should the surety company cross out the year 2011 on the existing bid bond form?*

Response: Use the existing bid bond form and correct the date on the existing form.

Re: Bid No. 7513366, Construction Services for the South Bulkhead Project, Port of Galilee

We submit the following questions:

- 1. The typical precast concrete cap detail on Sheet 18 states that 8"x8"x3/4" steel angle with 2 7/8"x3" slots is to be installed on each sheet. Is this angle to be installed on each single sheet or each double sheet?*

Response: Angles are to be installed on each double sheet (5' o.c.)

- 2. On Sheet 22 (Timber Piers J and K), Note 3 does not say that chocks are to be replaced, but Pier J and K notes say that chocks are to be replaced. Which is correct?*

Response: The existing chocks need to be replaced.

3. ***Steel sheets at the Coast Guard property are to be coated top 20 ft. Are they to be coated on one side or both sides?***

Response: Both sides of the sheets are to be coated

4. ***We do not see any information on coating of the HP piles. Are the HP piles to be coated, and if so, to what length?***

Response: The top 20 feet shall be coated with coal tar epoxy

5. ***On Sheet 17, the upper wale connection details shows that 3/4" galvanized machine bolts are to be installed every 24" with plate washers for chock installation. Are plate washers to be used in counter sunk holes?***

Response: This shall be revised to be dock washers, and shall be countersunk

6. ***During concrete and asphalt removal, does a solid temporary surface have to be provided so that tenants can roll carts to and from the piers? We know that access to the piers must be provided.***

Response: See revised Specification Section 01015 included with this addendum. The contractor will perform the work in seven separate and distinct sections. The contractor will be able to work within the limits of work in each section either one section at a time or in multiple sections as long as they do not directly abut each other. Work areas will need to be protected from the general public during construction. Access to the lease tenants and/or owners of the property must be maintained at all times as specified in Section 01015. The contractor will be required to continuously work in a section, once work is started in that section until all work in that section is completed and that section will be re-opened to full use by the tenants and the public. A temporary surface will not be required other than what will be necessary to provide access for the tenants to operate as defined in 01015.

7. ***The specifications say that all piers must be accessible at all times for fishing boats and tour boats. We intend to use barges to perform most of the work, especially drilling the anchors. We would need many weeks of barge space 24 hours a day to perform this work. Are some fishing boats and tour boats going to be moved to other berths to allow barge access to perform the work? Would enough space be available to have three barges approximately 175 ft. long x 50 ft. wide performing the work simultaneously?***

Response: Barges must be anchored independently from the existing piers; existing piers do not have the structural capacity to support lateral loads from barges. Barges must be located within the section that work is being performed and not in adjacent sections unless as approved in advance by the DEM Port Manager and DEM Planning and Development. It may be possible, but difficult given the constraints in Section 01015 to have three barges 175'x50' working at the same time. Smaller barges will most likely be necessary given the site and operational constraints.

8. ***We recently installed the UC-95 composite sheets and had a very difficult time due to small unknown obstructions that ripped holes in the sheets, making the sheets unusable. Sheet Pile Bulkhead Note 13 on Sheet 2 states that if the above conditions exist on this project, the sheets must be replaced at no cost to the owner. How can the contractor know if obstructions exist and to what extent? Also, can the engineer add a driving shoe to the design, to be installed before driving to help work through difficult driving conditions?***

Response: The contractor may add a driving shoe at their discretion.

PART 1 – GENERAL:

1.1 DESCRIPTION OF WORK INCLUDED

- A. Provide all labor, materials, equipment and supervision necessary to complete the sheet pile wall as specified in this section.
- B. Scope of work includes but is not limited to, furnishing and installing the following:
 - 1. Interconnected sheet pile wall;
 - 2. Wale system;
 - 3. Anchor rods;
- C. Related work specified elsewhere;
 - 1. Section 02200 - Earthwork
 - 2. Section 02220 – Permanent Ground Anchors
 - 2. Section 05500 - Miscellaneous Metals & Hardware
 - 3. Section 03300 - Cast-in-Place Concrete
 - 4. Section 09960 – High Performance Coatings

1.2 QUALITY ASSURANCE

- A. Except as noted, work shall conform to the latest editions and revisions of the following codes and standards:
 - 1. American Society for Testing and Materials (ASTM): specifications and standards herein referred to.
 - 2. American Welding Society (AWS): specifications and standards herein referred to.
 - 3. American Institute of Steel Construction (AISC): specifications and standards herein referred to.

1.3 SUBMITTALS

- A. Submit for approval by the Engineer, proposals for the following items:
 - 1. Driving plan and schedule for installation of the sheet pile wall.
 - 2. Method of installation of piles, including size and type of pile hammer.
 - 3. Templates and false work to be used for support and layout of piles during driving.
 - 4. Manufacturers' specifications for interlock size and configuration.

5. Fabricator's method of applying protective coating and contractor's method of transporting and storing coated sheet piling.
- B. Certificates:
1. Certify that materials are new and meet or exceed specification requirements by submitting notarized copy of chemical and physical test results.
 2. Submit copy of notarized test reports indicating that the material has met the manufacturers' specified minimum interlock strength of the interlocked joint.
- C. Shop Drawings:
1. Submit shop drawings for all fabricated items including: special sheet pile fabrication, connection details, wales, etc.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Materials shall be stored and handled in accordance with the manufacturers' recommendations.
- B. Store and handle materials carefully to prevent physical damage. Sheet piles with damaged coatings may be rejected by the Engineer.
- C. Materials shall be stored in areas as designated by the Owner.

1.05 LAWS AND REGULATIONS

- A. All work under this Contract shall be accomplished in accordance with regulations of local, county, state and federal agencies and national or utility company standards as they apply.

1.06 SUBSURFACE DATA

- A. Subsurface investigations have been made and the results included in the bid package. The data shown is for general information of Bidders. Bidders are expected to examine the site and the compiled record of investigations, and then decide for themselves the character of materials to be encountered. No warranty, either expressed or implied, is made as to the accuracy of the subsurface information presented. Arrangements for inspection of the soil samples can be made at the office of the Engineer.
- B. Variations in existing ground conditions differing from those indicated on the boring logs shall not, under any conditions, constitute grounds for changes in Contract Price or completion dates of this Contract.
- C. Upon notification to the Owner, the Bidders will be allowed the right to make any subsurface explorations they deem necessary to satisfy themselves of the existing ground conditions.

1.07 QUALITY CONTROL

- A. The Quality Control provisions of Section 01400 apply to this section. Acceptance shall be obtained before delivery of materials or equipment to the project site.
- B. Given the complex nature of FRP products and the difficulty in manufacturing them to their design specifications, quality control is one of the most critical performance components. To meet this level of manufacturing precision and quality assurance, ISO certification in Design, Manufacture, Fabrication and Testing is required of all acceptable manufacturing facilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Fiberglass Reinforced Polymer (FRP) sheets shall be Ultra Composite 95 (UC-95) as manufactured by Crane Materials International, or accepted equal.
- B. FRP sheets shall be wholly and completely manufactured in an ISO certified production facility.
- D. All FRP sheet piling shall conform dimensionally to ASTM D3917-96, Dimensional Tolerance of Thermosetting Glass-Reinforced Plastic Pultruded Shapes.
- E. All FRP sheet piling shall conform to ASTM D4385-02, Classifying Visual Defects in Thermosetting Reinforced Plastic Pultruded Products, Level I for all criteria except for the following, which shall conform to Level II:
 - Die Parting Line
 - Exposed Underlayer
 - Fiber Prominence
 - Grooving
 - Inclusion
 - Internal Shrinkage Cracks
 - Saw Burn
 - Stop Mark
- F. The section modulus of the FRP sheet piling shall be no less than 58.5 in³ per linear foot of wall.
- G. The FRP sheet piling must have a minimum thickness of 0.54 inches.
- H. The FRP sheet piling must have a minimum section depth of 17 inches.
- I. The FRP sheet piling shall have a minimum tensile yield stress of 15,000 psi, and a minimum modulus of elasticity of 4,000,000 psi.

- J. Steel Sheet Piling at the U.S. Coast Guard property shall be Arbed Grade 50 steel sheeting of the minimum section and tip elevation specified on the plans, or an equivalent Grade 50 steel sheeting by another manufacturer with a section modulus equal to or greater than the specified sections.. The top 20 feet of steel sheet piling shall be coated with coal tar epoxy in accordance with Section 09960.

PART 3 - EXECUTION

3.1 ERECTION OF SHEET PILE WALL

- A. The wall shall be located as shown on the drawings.
- B. Driving equipment and method shall be approved by the Engineer. No jetting will be permitted, except as may be needed to remove obstructions. Jetting must be approved by the Owner.
- C. Piles shall be driven in stages to avoid distortion and creep. The "sheet-lead" shall not exceed 6 feet on the first pass and shall decrease with depth of penetration. Successive driving stages shall be performed in opposite directions.
- D. All sheets shall be marked at a given distance from the bottom, which will show above the waterline or midline after driving, so that the bottom elevation of each sheet and its relation with adjacent sheets can be recorded.
- E. Do not drive sheeting within 50 feet of concrete less than 72 hours old.
- F. Cut off portions of piles shall be removed and disposed of off-site by the contractor.
- G. Drive piles to the minimum elevations as shown on the drawings or refusal at the acceptance of the Engineer.
- H. Piles shall be driven plumb and true to line. Maximum deviation from the intended wall line shall be 6" per 100 feet but shall not exceed 6" over the entire length.
- I. Cut off the tops of piles at the elevation shown on the drawing.
- L. Piles which are damaged, mislocated, or driven out of vertical alignment shall be withdrawn and replaced by new piles or cut off and abandoned as directed by the Engineer.
- M. Piles should be driven within accepted falsework or accepted templates.
- N. Where FRP sheeting is used, the Contractor, at the Engineer's discretion for up to 30 sheet pairs, shall install sheet piles to 20 feet below the mudline or to the minimum tip, whichever is less, and then extract to 1 foot above tide level to allow on-site owner's representative to observe the sheet condition. The sheets selected to be extracted by the engineer will be based upon observed driving conditions. After sheet condition is viewed, and is considered undamaged, the contractor shall install the sheet pair to the design tip elevation. If sheets show signs of damage, the contractor shall mitigate the cause and replace damaged sheets at no additional cost to the owner. Mitigation shall include excavation of any obstructions, driving steel mandrel sections to relocate or breakthrough obstructions, and/or manufacturer

recommendations to allow sheet installation through obstructions or difficult driving conditions.

PART 4 - MEASUREMENT AND PAYMENT

Payment for the scope of work specified herein, including all labor, materials, equipment and incidentals to satisfactorily complete the requirements of this Section shall be on a lump sum basis as stipulated on the Bid Form.

******END OF SECTION 02900******

PART 1 - GENERAL:

1.1 DESCRIPTION:

- A. Work included: this section applies to situations in which the contractor or their representatives including, but not limited to, suppliers, subcontractors, employees, and field engineers, enter upon the Owner's property.
- B. Contractor shall maintain public and business access to all existing piers at all times during the completion of the work. This will include providing temporary aluminum gangway(s) to piers and wooden boardwalks with lighting and safety fencing through construction zones.
- C. Related work:
 - 1. Section 01010 – Summary of Work
 - 2. Section 00700 – General Conditions
 - 3. Section 00800 – Supplementary Conditions
 - 4. Section 01500 – Temporary Facilities and Controls

1.2 QUALITY ASSURANCE:

- A. Promptly upon award of the contract, notify all pertinent personnel regarding requirements of this section.
- B. Require that all personnel who will enter upon the Owner's property certify their awareness of and familiarity with the requirements of this section.

1.3 SUBMITTALS:

- A. Maintain an accurate record of the names and identification of all persons entering upon the Owner's property in connection with the Work of this Contract, including times of entering and times of leaving, and submit a copy of the record to the Owner daily.
- B. Submit specifications of temporary aluminum gangway(s) or design calculations stamped by a R.I. Professional Engineer of timber gangways to be utilized to maintain public access to existing piers during the completion of the work.

1.4 TRANSPORTATION FACILITIES:

- A. Truck, equipment and contractor's vehicle access:
 - 1. Provide adequate protection for curbs and sidewalks and parking areas over which trucks and equipment pass to reach the job site.
 - 2. Do not permit contractor's vehicles to park in any area of the Owner's property except where the Owner has designated as the "Contractor's Parking Area".

1.5 PUBLIC ACCESS TO PIERS AND FACILITIES:

- A. The existing piers are utilized by commercial fishermen; commercial ferries and charter boats on an around-the-clock basis. Safe access to the piers by the boat owners, business owners and employees, operators, clients and general public must be provided at all times during the completion of the work, including but not limited to driving of sheet

piling and excavation and trenching for installation of tiebacks and deadmen, water and electric lines.

- B. The completion of the work shall be sequenced so as to minimize impacts to access to the operating businesses in the construction area. In particular, excavations shall be opened, work completed, and backfilled in a progressive manner to minimize impacts on the use of the site during construction. The contractor shall work in seven distinct sections; several sections can be under construction at the same time as long as the sections under construction at one time are not adjacent to each other. Work in the following seven sections:
1. **Ferry Wharf Fish Market: STATION 0+00 to STATION 1+40:** Work in this section will only be allowed from October 15th to May 15th. The contractor must maintain all existing utilities in the construction zone in fully operating condition including seawater lines, drains, electric lines, water lines. The contractor must provide full access to business owners and employees from the piers to their buildings for successful continued business operation during construction. Work in this section includes all required construction work on Pier K. All construction work and equipment including barges must be located within the limits of the section while work is being completed in that section.
 2. **The Balt Company and Handrigan North: STATION 1+40 to STATION 2+70:** Work in this section will only be allowed from October 15th to May 15th. The contractor must maintain all existing utilities in the construction zone in fully operating condition including seawater lines, hydraulic lines, ice chute, drains, electric lines, water lines. The contractor must provide full access to business owners and employees from the piers to their buildings for successful continued business operation during construction. Handrigan Seafood must have full access for berthing boats for unloading on the south, west, and north sides of their covered pier at all times. Work in this section includes all required construction work on Pier J. All construction work and equipment including barges must be located within the limits of the section while work is being completed in that section.
 3. **Handrigan South: STATION 2+70 to STATION 3+55:** Work in this section will only be allowed from October 15th to May 15th. The contractor must maintain all existing utilities in the construction zone in fully operating condition including seawater lines, hydraulic lines, ice chute, drains, electric lines, water lines. The contractor must provide full access to business owners and employees from the piers to their buildings and loading docks for successful continued business operation during construction. Handrigan Seafood must have full access for berthing boats for unloading on the south, west, and north sides of their covered pier at all times. Handrigan Seafood must have full access at all times from the covered pier and the uncovered portion of the pier to their loading dock. All construction work and equipment including barges must be located within the limits of the section while work is being completed in that section if possible; work in this section may require locating construction barges in directly adjacent sections.
 4. **US Coast Guard: STATION 3+55 to STATION 4+55:** Work in this section will only be allowed from October 15th to May 15th. The contractor must maintain all existing utilities in the construction zone in fully operating condition including seawater lines, hydraulic lines, drains, electric lines, water lines. The contractor must provide full access to Coast Guard employees from the piers to their building for successful continued operation during construction. All construction work and equipment including barges must be located within the limits of the section while work is being completed in that section.
 5. **Narragansett Bay Lobster: STATION 4+55 to STATION 6+70:** Work in this section WILL be allowed during all months of the year including the summer months. The contractor must maintain all existing utilities in the construction zone in fully operating condition including seawater lines, lobster tanks, hydraulic lines, ice chutes, drains,

electric lines, water lines. The contractor must provide full access to business owners and employees from the piers to their buildings and loading docks for successful continued business operation during construction. All construction work and equipment including barges must be located within the limits of the section while work is being completed in that section.

6. **Timber Piers C and D: STATION 6+70 to STATION 8+00:** Work in this section WILL be allowed during all months of the year including the summer months. The contractor must maintain all existing utilities in the construction zone in fully operating condition including seawater lines, drains, electric lines, water lines. The contractor must provide full access to business owners and employees from the piers to their loading docks for successful continued business operation during construction. All construction work and equipment including barges must be located within the limits of the section while work is being completed in that section.
 7. **Champlin's: STATION 8+00 to STATION 9+26:** Work in this section will only be allowed from October 15th to May 15th. The contractor must maintain all existing utilities in the construction zone in fully operating condition including seawater lines, electric lines, water lines. The contractor must provide full access to business owners and employees from the piers to their buildings for successful continued business operation during construction. Champlin's must have full access for berthing boats on a nearby pier during construction. Champlin's must have full access at all times from the covered pier to the back of their building. All construction work and equipment including barges must be located within the limits of the section while work is being completed in that section. All work in the vicinity of the covered pier MUST be done within the first four months of the overall construction project.
- C. Temporary aluminum or timber gangways shall be used to bridge across the temporary demolition of pier ends during installation of sheet piling. Driving of sheet piling shall be sequenced such that the access may be gained from the either side of the piers during driving. The Contractor shall submit specifications of pre-manufactured aluminum gangways or design calculations for wooden gangways in accordance with 1.3.B.
- D. The Contractor shall provide compacted gravel pathways lined with safety fencing through active construction zones for use by the public. These walkways shall be protected from construction activities that may endanger the public. Timber boardwalks or gangways shall be used as required across uneven ground or to bridge excavations. All walkways and gangways through constructions areas shall be lighted with a string of incandescent lights from dusk to dawn.
- E. The contractor must coordinate all of the work and access to the site with Dan Costa, the Port Property manager and the RIDEM Owner's Representative. The contractor must give Dan Costa at least 72 hours' notice in advance if any boats must be moved to accommodate construction operations.
- F. No storage of equipment or materials will be allowed on the construction site. The RIDEM will do the best we can to provide areas in either one or a combination of the following: an approximately 100' by 50' area in the parking lot behind the Galilee office (October 15-May 15 only), Pier # 3 (October 15-May 15 only), Pier # 4 Jerusalem (October 15-May 15 only), Parking lot G (October 15-May 15 only), the bulkhead section near the great Island Bridge (year round), and other potential areas in Narragansett. The location and size of the areas may change depending on factors such as the season and access requirements. We will do our best to work with the contractor to find suitable areas, but have limited ability to provide areas in the summer months from May 15-October 15. Contractor to install a temporary fence around all stockpile and storage areas.

****END OF SECTION****

Galilee South Bulkhead Replacement
 Addendum No. 1
 Plan and Specifications Revisions
 October 21, 2013

Specifications

Section 00310 – Bid Proposal – The following additional Bid Items have been added:

13 Remove and replace three 3-pile corner clusters and 74 timber fender piles at Piers B, C and D, and install one 7-pile dolphin at Pier D.	LS	NA	NA
14 Obstruction Removal For Sheet Pile Installation	Hour	40	
15 Additional 3,000 psi concrete fill for voids Located behind existing sheet pile bulkhead	CY	20	
16 Additional 34-kip design capacity Earth Tiebacks to replace tiebacks abandoned due to obstructions	Each	5	
17 Additional 38-kip design capacity Earth Tiebacks to replace tiebacks abandoned due to obstructions	Each	5	
18 Additional 44- or 45-kip design capacity Earth Tiebacks to replace tiebacks abandoned due to obstructions	Each	5	
19 Additional 51-kip design capacity Earth Tiebacks to replace tiebacks abandoned due to obstructions	Each	5	

Section 02900 Sheet Piling

Paragraphs 2.1.F through 2.1.I shall be revised to read as follows:

- F. The section modulus of the FRP sheet piling shall be no less than 58.5 in³ per linear foot of wall.
- G. The FRP sheet piling must have a minimum thickness of 0.54 inches.
- H. The FRP sheet piling must have a minimum section depth of 17 inches.
- I. The FRP sheet piling shall have a minimum tensile yield stress of 15,000 psi, and a minimum modulus of elasticity of 4,000,000 psi.

- J. Steel Sheet Piling at the U.S. Coast Guard property shall be Arbed Grade 50 steel sheeting of the minimum section and tip elevation specified on the plans, or an equivalent Grade 50 steel sheeting by another manufacturer with a section modulus equal to or greater than the specified sections.. The top 20 feet of steel sheet piling shall be coated with coal tar epoxy in accordance with Section 09960.

Paragraph 3.1.N shall be revised to read as follows:

- N. Where FRP sheeting is used, the Contractor, at the Engineer's discretion for up to 30 sheet pairs, shall install sheet piles to 20 feet below the mudline or to the minimum tip, whichever is less, and then extract to 1 foot above tide level to allow on-site owner's representative to observe the sheet condition. The sheets selected to be extracted by the engineer will be based upon observed driving conditions. After sheet condition is viewed, and is considered undamaged, the contractor shall install the sheet pair to the design tip elevation. If sheets show signs of damage, the contractor shall mitigate the cause and replace damaged sheets at no additional cost to the owner. Mitigation shall include excavation of any obstructions, driving steel mandrel sections to relocate or breakthrough obstructions, and/or manufacturer recommendations to allow sheet installation through obstructions or difficult driving conditions.

Plans

The plans have been revised as follows:

- Sheet 2: Sheet Pile Bulkhead Note 13, and the Water Service Notes have been revised.
- Sheet 5: Greenheart fender piles to remain have been indicated, length of proposed fender piles has been corrected, and additional water service notes have been added. Proposed light pole and fixture adjacent to USCG has been revised to a solar powered light. Existing wood deck at Handrigan Seafood has been revised to be replaced with concrete apron.
- Sheet 6: Removal and replacement of timber fender piles and corner clusters has been added to Piers B, C, and D, and the installation of a 7-pile dolphin has been added at Pier D. Proposed light pole and fixture adjacent to Galilee Fuel has been revised to a solar powered light.
- Sheet 9: Units have been added to the Earth Tieback Schedule. Additional notes have been added to the proposed water service. The note for the side pier at Handrigan Seafood has been corrected. Excavation limits have been shown at two light poles for electrical installation.
- Sheet 10: Note has been added to USCG sheeting for transition to FRP sheeting detail. Proposed light pole and fixture adjacent to Galilee Fuel has been

revised to a solar powered light. Proposed light pole and fixture adjacent to USCG has been revised to a solar powered light.

- Sheet 11: Excavation limits have been revised to include installation of underground electric to existing pole. The locations of timber fender piles adjacent to Piers B, C, D and E have been revised.
- Sheet 12: Sheet pile tip elevations have been corrected.
- Sheet 13: Sheet pile tip elevations have been corrected.
- Sheet 16: Corrections made to Wale Seat and Typical Earth Anchor Notes. Typical New Bulkhead Section has been revised to show underground electric and water.
- Sheet 17: Sheeting end closure detail modified to include transition from FRP to steel sheet piling. Miscellaneous note corrections (dock washers instead of plate washers, truncated notes fixed).
- Sheet 18: Water service Backflow Valve and Meter Pit Detail added, Bollard Detail added.
- Sheet 19: Title revised to include Piers E & H.
- Sheet 22: Existing greenheart fender piles to remain indicated. Note regarding removal and replacement of fender pile chocks revised. Sheet number callouts in Notes corrected.
- Sheet 23: Existing fender pile chocks called out to be replaced with new SYP chocks.
- Sheet 24: Proposed light pole and fixture adjacent to Galilee Fuel has been revised to a solar powered light. Underground electric service to this pole has been deleted.
- Sheet 25: Proposed light pole and fixture adjacent to USCG has been revised to a solar powered light. Underground electric service to this pole has been deleted.

Galilee South Bulkhead Replacement
Addendum No. 1
Plan and Specifications Revisions
October 21, 2013

SOLAR POWERED LIGHTING

Two of the proposed light fixtures are revised to be installed as solar powered light fixtures with battery back up, as indicated on the plans. The solar powered fixtures shall be per Specification Section 16531 – Exterior Solar Powered Lighting, included with this Addendum. The proposed solar powered lighting fixtures shall consist of Back-To-Back TP Series Solar Lighting Systems as manufactured by Sol Inc. of Palm City Florida or approved equal. The fixtures shall include two 2Q Shoebox Luminaires at 15 watts each installed on bullhorn arms. The pole for the fixture shall be as specified for the standard light fixtures, or approved equal. The top edge of the solar panel shall be provided with a row of 2-inch galvanized spikes to deter birds from perching on the panel.

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

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7513366A2
Bid/RFP Title: CONSTRUCTION SERVICES FOR THE SOUTH BULKHEAD PROJECT-PORT OF GALILEE,
ADDENDUM 2 (1 PG)
Opening Date & Time: 12/19/2013 2:00 PM
RIVIP Vendor ID #: 39856
Vendor Name: CRC COMPANY INC
Address: 77 FEDERAL AVE
QUINCY , MA 02169
USA
Telephone: (617) 328-0800
Fax: (617) 773-2499
E-Mail: ADMIN@CRCCOINC.COM
Contact Person: CAROLYN CASHMAN
Title: PRESIDENT
R.I. Foreign Corp #: 04-2891089

NOTICE TO VENDORS

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

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

SECTION 2 – REQUIREMENTS

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

Section 2.1 - RULES FOR SUBMITTING OFFERS

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 - AWARD DETERMINATION

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

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

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

SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

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

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

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

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

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

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

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

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

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

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

Offerors must respond to every disclosure statement.

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

Indicate Yes (Y) or No (N):

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

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-3 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #4-12 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

N/A

Multiple horizontal lines for providing details or explanation.

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

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

Date 12/19/13

CAROLYN CASHMAN, PRESIDENT Name and Title of company official signing offer Print



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

November 21, 2013

ADDENDUM NUMBER TWO
RFQ # 7513366

TITLE: Construction Services for the South Bulkhead Project-Port of Galilee

Closing Date and Time: 12/19/13 at 2 PM (Note Change)

Per the issuance of this ADDENDUM #2 (1 page) the following change is noted:

Please be advised the Bid Closing Date and Time has been extended:

From: 11/27/13 at 10:00 AM

To: 12/19/13 at 2 PM

Specification Change /Addition / Clarification

Please monitor this website for additional information pertaining to this solicitation.

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

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7513366A3
Bid/RFP Title: CONSTRUCTION SVCS. FOR THE SOUTH BULKHEAD PROJECT-PORT OF GALILEE,
ADDENDUM 3 (1 PG + ZIP FILE)
Opening Date & Time: 12/19/2013 2:00 PM
RIVIP Vendor ID #: 39856
Vendor Name: CRC COMPANY INC
Address: 77 FEDERAL AVE
QUINCY , MA 02169
USA
Telephone: (617) 328-0800
Fax: (617) 773-2499
E-Mail: ADMIN@CRCCOINC.COM
Contact Person: CAROLYN CASHMAN
Title: PRESIDENT
R.I. Foreign Corp #: 04-2891089

NOTICE TO VENDORS

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

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

SECTION 2 – REQUIREMENTS

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

Section 2.1 - RULES FOR SUBMITTING OFFERS

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 - AWARD DETERMINATION

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

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

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

SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

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

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

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

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

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

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

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

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

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

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

Offerors must respond to every disclosure statement.

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

Indicate Yes (Y) or No (N):

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

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-3 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #4-12 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

N/A

Multiple horizontal lines for providing details or explanations.

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.

Carolyn Cashman

Date 12/19/13

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

CAROLYN CASHMAN, PRESIDENT

Print

Name and Title of company official signing offer



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

December 6, 2013

ADDENDUM NUMBER THREE
RFQ # 7513366

TITLE: Construction Services for the South Bulkhead Project-Port of Galilee

Closing Date and Time: 12/19/13 at 2 PM

Per the issuance of this ADDENDUM #3 (1 page and disc) the following is noted:

Specification Change /Addition / Clarification

See PDF files attached to this addendum which answer questions sent in electronically. They can be accessed by clicking on the "D" under the INFO column.

NO FURTHER QUESTIONS WILL BE TAKEN