

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

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January 11, 2012

ADDENDUM NUMBER ONE

RFQ # 7449325

**TITLE: SITE INFRASTRUCTURE IMPROVEMENTS AT
FORT ADAMS STATE PARK**

Closing Date and Time: 1/17/12 at 1:45 PM

**Per the issuance of this ADDENDUM #1
(23 pages, including this cover sheet)**

Specification Change / Addition / Clarification

NOTICE OF ADDENDUM NO. 1

TO

State of Rhode Island
DEM-Planning and Development Contract No. 15-11
Bid Number 7449325
Site Infrastructure Improvements at Fort Adams State Park
Newport, Rhode Island

DATE of ADDENDUM: January 9, 2012

The contract documents are hereby modified to include this document as if fully attached thereto.

PART A Division 00 Bidding and Contract Requirements and Division 01 General Requirements

ITEM 1) Information for Bidders

INSERT as an appendix to this Section the Minutes of the Pre-Bid Meeting attached hereto as, "Addendum No. 1, Attachment I"

DELETE Paragraph 1.4.A Time of Completion, and **REPLACE** with the following:

"A. The Contract Agreement shall include a stipulation that the work be completed by May 1, 2012."

ITEM 2) Section 00310 - Bid Form

DELETE Section 00310 Bid Form in its entirety. **REPLACE** with Section 00310 Bid Form attached hereto as "Addendum No. 1, Attachment II".

ITEM 3) Section 01025 - Measurement and Payment

DELETE Section 01025 Measurement and Payment in its entirety. **REPLACE** with Section 01025 Measurement and Payment attached hereto as "Addendum No. 1, Attachment III".

ITEM 4) Appendix B – Coastal Resource Management Council

INSERT as Appendix B to the Project Manual, Coastal Resources Management Council Assent (2011-11-054) attached hereto as "Addendum No. 1, Attachment IV".

PART B Drawings

ITEM 5) C-8 Construction Plan

DELETE Sheet C-8 Construction Plan. **REPLACE** with Sheet C-8 Construction Plan attached hereto as "Addendum I, Drawing C-8".

ITEM 6) E-1 Electrical Site Improvements

DELETE Sheet E-1 Electrical Site Improvements **REPLACE** with Sheet E-1 Electrical Site Improvements attached hereto as "Addendum I, Drawing E-1".

END OF ADDENDUM NO. 1

SITE INFRACTURE IMPROVEMENTS, FORT ADAMS STATE PARK

PRE-BID MEETING
3 JANUARY, 2012 10:00 AM
NEWPORT, RI

To all Contractors Estimating:

Attached is the meeting minutes from the pre-bid meeting held on January 3, 2012 at 10:00 AM at Fort Adams State Park in Newport, Rhode Island.

Please be advised that the subject matter discussed at the meeting, the minutes recorded thereof, and the questions and answers, are provided for information only and shall not be considered as part of the Contract Documents

Meeting Minutes

Description of Meeting: Pre-Bid Meeting

Date/Time: January 3, 2012 at 10:00 AM

Location: Fort Adams State Park, Newport, RI

Attendees: See attached attendance sheet

James McGinn from the RIDEM Department of Planning and Development began the meeting by giving a brief introduction to the project and welcoming everyone to the meeting.

Chris Feeney from The Louis Berger Group gave an overview of the project. Mr. Feeney gave an overview of the scope of work needed to support the upcoming Americas Cup World Series Event in June 2012. The significance of the event and critical nature of the May 1, 2012 were stressed. The general scope of work includes the following items: site work, North Sea Wall restoration, electrical upgrades, temporary water work, and permanent water upgrades.

Mr. Feeney described the items that were already planned to be reported in Addendum No. 1. These included revisions to electrical drawing per direction of National Grid and the addition of proposed new lamp posts and replacement energy efficient light heads.

The group walked to the North Sea Wall to discuss the required restoration work. It was clearly stated that no cut granite and/or cut cobbles are to leave the site. The existing cut stone and armor stone shall be used to the maximum extent practical to fill in behind the seawall. It was noted that an addendum would be issued to remove the requirement to R&D the concrete supports.

Provided below is a summary of questions asked during the pre-bid meeting.

Questions and Answers

1. Does National Grid have any long lead items that impact schedule? Will the contractor be responsible for any delays caused by National Grid?

RIDEM has coordinated with National Grid for this project; a work order has been initiated. National Grid has indicated that the proposed schedule is achievable. The Contractor shall be required to coordinate with National Grid to support the installation of the required pad mounted transformers and new electrical services. The Contractor shall not be held accountable for any delays due to the failure of National Grid in its ability to execute the work in a timely manner. The Contractor will, however, be held accountable for delays to the work caused by the Contractor's lack of coordination and/or installation of required work to receive the pad mounted transformers and/or new services.

2. The time of completion is listed as May 1, 2011.

Please see Addendum No. 1. The date has been corrected to May 1, 2012.

3. Who will take ownership for temporary water utilities installed?

RIDEM will take ownership of the temporary water services.

4. Are there any details for connections of the water line and electric line to the piers?

The connection type and spacing of supports for the water and electrical line shall comply with the plumbing code and electric code, respectively. The supports shall be suitable for a corrosive salt water environment. The conduit material and sizes shall be as depicted on the Contract Drawings.

5. Are there any details for the 10-ft gate to be installed?

Please see Section 02820 Gates for the proposed 10-ft gate

6. Will the concrete curb at the Navy Cul-de-sac be removed or shall it remain?

The concrete curbing shall remain.

7. Can consideration be given to use a unit price for the work to repair the North Seawall?

Please see Addendum No. 1.

8. Will a subsurface utility investigation be required?

The Contractor shall comply with state regulations regarding Dig Safe. A subsurface utility investigation is not required.

9. What is the deadline for questions to be submitted?

The deadline for questions has passed.

10. Are there any requirements for temporary fencing for purposes of security?

Access to area of the work zone shall be restricted to protect the general public (see Section 01500, paragraph 1.2). The specific means utilized by the Contractor is not specified.

11. Please clarify the testing frequency for imported soil materials.

Imported material shall be tested at the frequency specified in Section 02200, paragraph 1.8.A for both geotechnical test properties and chemical properties.

12. Is it the Contractor's responsibility to pay for compaction testing?

Yes, it is the Contractor's responsibility to obtain and pay for the costs for all testing as specified in the Contract Documents

13. Will night lighting be required?

The general area is illuminated at night by adjacent walkway lights. No specific requirements for night lighting are required. Lighting shall only be as required to support the Contractor's work.

14. What is the anticipated Notice to Proceed?

The bid opening is scheduled for January 17, 2012. A notice of award will be issued to the lowest responsive bidder with instructions on requirements for bond submissions, MBE/WBE Plans, and EEO compliance. NTP can only be provided following receipt and approval of the required MBE/WBE plans and EEO compliance. It should be noted that this is a high priority contract.

15. Please clarify the requirements for damp proofing manhole structures

Electrical manholes shall require exterior damp proof (see Section 16118, paragraph 3.2.D) Upon request of the Engineer, the 28 day requirement may be waived prior to application of damp proofing. No precast manhole shall be shipped until at least five days after having been cast (see Section 02601, paragraph 2.1.A.3).

16. Would the use of aluminum conductors be acceptable in lieu of copper conductors?

No

17. Are there any vehicle use restrictions for repair work on the North Seawall?

Construction vehicles and equipment that fall within standard over the road weight limit may be used to access the North Seawall. The use of tracked vehicles shall be limited so as not to damage the adjacent concrete

18. What is the purpose of the pages detailing the delineation of the eel grass survey?

The design project was divided into two construction contracts: Site Infrastructure Improvements (15-11) and Marine Side Improvements (16-11). The eel grass survey was required for the marine side improvements to support an application to CRMC. The eel grass location shall remain in the contract for information purposes only.

**SITE INFRASTRUCTURE IMPROVEMENTS AT FORT ADAMS STATE PARK
VISITOR CENTER, NEWPORT, RI
RFQ # 7449325**

Pre-BID meeting of 1/3/2012, 10:00 a.m.
ATTENDANCE

NAME	REPRESENTING	PHONE	FAX	E-MAIL
Pat Andrew	AL/EI Subcontractors	401-289-2400	401-289-0522	pat@al-ei.com
Jack Kane	ECIS, LLC	401-418-1315		Jack@ecis.net
Byron Rymey	AT Landscape	401-683-1577	401-682-7488	byron@atlandscape.com
John R. Oliver	JAMBA Construction	401-733-1313	732-4721	john@jamba-con.com
Greg Mousis	JN Lynch	401-799-7100	401-799-5710	greg@jnlynch.com
Timothy Slavin	JAM Construction	401-849-8090	401-841-0942	tim@jam-con.com
James Keason	J.A.M. Const	401-946-5832	401-947-0742	jam@jamconstruction.com
Michael Bahry	Bahry Building Company	401-354-7014	508-557-1784	m@bahrybuilding.com
Mike Laporte	District of Columbia	401-402-9410	401-232-5648	mike@districtofcolumbia.com
David Leman	LWQA BROS	707-5960	707-5700	lemon@lwqa.com
Steve Baker	East Coast Construction	401-663-5656	401-663-5662	steve@eastcoastconstruction.com
Ray Gill	RE BUILDINGS	701-539-8944		ray@rebuildings.com
Steve Thomas	LR Co	541-8430		steve@lrco.com
Tom McGinn	DEM P&D	222-2770 X400	222-2581	tom@dem.com
Anthony DeBru	AMERICAN SITE CORP	401-944-8817	401-647-1541	anthony@american-site.com

CLOSING DATE AND TIME IS 1/17/2012 at 1:45 PM.

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

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

The undersigned proposes to furnish all labor and materials required for **Site Infrastructure Improvements, Fort Adams State Park, Newport, 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)

BASE BID BREAKDOWN:

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	In dollars and cents	
				UNIT PRICE	AMOUNT BID
1	Mobilization and Demobilization	Lump Sum	1	_____	_____
2	Temporary Water Work	Lump Sum	1	_____	_____
3	Utility Work (Water and Electric)	Lump Sum	1	_____	_____
4	Light Pole Replacements – Walkway	Each	22	_____	_____
5	Light Pole Replacements - Walkway Bollard	Each	10	_____	_____
6	Light Pole Replacements - Vehicle Height Single Luminaries	Each	14	_____	_____
7	Light Pole Replacements - Vehicle Height Double Luminaries	Each	9	_____	_____
8	R-2 Rip Rap	Cubic Yard	200	_____	_____
9	Site Work	Lump Sum	1	_____	_____
10	Owner Controlled Contingency	Lump Sum	1	\$25,000	\$25,000

Total of Base Bid Breakdown \$ _____

NOTE: The sum of the price of all 10 Base Bid Items should equal the Total Proposed Base Bid Price. In case of a conflict the Total Proposed Base Bid Price shall govern

C. ALTERNATIVES:
There are no alternatives

D. GENERAL CONTRACTOR AND SUBCONTRACTOR BASE BID PRICE BREAKDOWN

The PROPOSED BASE BID PRICE IS SUBDIVIDED AS FOLLOWS:

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

_____ 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)

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. _____	_____	_____	\$ _____

**SECTION 01025
MEASUREMENT AND PAYMENT**

PART 1 GENERAL

1.1 DESCRIPTION

- A. The following subsections describe the measurement of, and payment for, the work to be done under the items listed in the Bid Schedule
- B. Each unit or lump sum price stated in the Bid Schedule shall constitute full compensation as herein specified for each item of work completed in accordance with the drawings and specifications, including cleaning up
- D. The Contractor shall take no advantage of any apparent error or omission in the Contract Documents, and the Engineer shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.
- E. All portions of the Work required by the Contract Documents are either in an applicable lump sum or a unit price item listed in the Bid Schedule. Work for which there is not a separate item will be considered incidental to the Contract Documents and no additional compensation shall be allowed.
- F. Related Work Described Elsewhere:
 - 1. Information for Bidders, Section 00100
 - 2. Contract Agreement, Section 00500
 - 3. Submittals and Substitutions, Section 01340.

1.2 SUBMITTALS

- A. Submit to the Engineer for approval, a Schedule of Values allocating subcomponent costs within the various portions of the Work
- B. Upon the request of the Engineer, support the Schedule of Values with data that will substantiate their correctness
- C. Submit each Application for Payment on a form approved by the Engineer showing allowances, lump sum Schedule of Value items, and approved work performed for each unit price item in accordance with the Bid Schedule

1.3 LUMP SUM ITEMS

- A. Payment of the lump sum items established in the Contractor's Bid under the various line items in the Bid Schedule incorporated into the Agreement shall be full compensation for all labor, materials, and equipment required to furnish, deliver, install, construct, and test the Work covered under the lump sum bid item
- B. Payment of the lump sum items established in the Contractor's Bid shall also fully compensate the Contractor for any other work that is not specified or shown, but which is necessary to complete the Lump Sum Work items.
- C. Payments for Lump Sum Work other than Mobilization will be based upon measured and approved physical progress for each activity in accordance with the breakdown of the lump sum prices agreed to in the Schedule of Values

1.4 UNIT PRICE ITEMS

- A Payment for all work shall be in accordance with the unit price bid items in the Bid Schedule and shall be full compensation for all labor, materials, and equipment required to furnish, deliver, install, construct and test the Work covered under the unit price bid item. Work for which there is not a price schedule item will be considered incidental to the Work and no additional compensation shall be allowed.
- B Payment will be made only for the actual approved quantities of work performed in compliance with the Contract Documents. The Contractor will receive reimbursement equal to the approved quantity multiplied by the applicable unit price.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

PART 4 COMPENSATION

4.1 MEASUREMENT AND PAYMENT

- A Item No. 1: Mobilization and Demobilization – A single lump sum shall constitute full compensation for initiating the contract, exclusive of the cost of materials, for mobilizing all machinery, plant, tools, and any and all other expenses incurred in carrying out the work and furnishing the material, keeping records and making reports required, and assuming risks, which have not been included in the prices in other items of the Proposal; plus all other preparatory work required prior to commencement of the actual work including but not limited to installing erosion and sedimentation controls, clearing and grubbing, temporary structures, and sanitary conveniences. Demobilization includes the general demobilization necessary to complete this project. Demobilization includes, in whole or in part, the following: temporary facilities and services; temporary laydown areas; temporary fences and gates; unused materials and precast elements; erosion and sedimentation controls; stockpiles; vehicles; and all excavation equipment necessary to restore the site to the condition required in the Contract Documents and as approved by the Engineer. All demobilization payments will be made at the time that the costs related to that demobilization are incurred, as inspected and approved by the Engineer. The lump sum shall also include full compensation for furnishing performance and surety bond, and any necessary permits.
- B Item No. 2: Temporary Water Work – A single lump sum shall constitute full compensation for all supervision, labor, equipment, and, and any required elements to furnish and install a temporary water system, as detailed by the Contract Documents. The lump sum pay item shall also include the following items: furnishing and installing new high-density polyethylene water line; furnishing and installing new contractor's meter; furnishing and installing new saddle taps; furnishing and installing new gate valve; furnishing and installing new temporary hose connections; and all associated appurtenant work, as indicated on the Drawings and as specified, and including all incidental items required to enable the system to function as specified and intended.
- C Item No. 3: Utility Work (Water and Electric) – A single lump sum shall constitute full compensation for all supervision, labor, equipment, and, and any required elements to complete all permanent water and electric work, as detailed by the Contract Documents. The lump sum pay item shall also include the following items: providing excavation and support of excavation for the installation of water mains and appurtenances, and electrical lines and appurtenances; furnishing and installing new high-density polyethylene water line; furnishing and installing new ductile iron water line; furnishing and installing new gate valves, backflow preventers, flushing hydrants, and tapping sleeves; furnishing and installing concrete meter pits; cutting and capping of water lines; furnishing and installing electrical manholes; furnishing and installing new cables in duct banks and electrical conduit; furnishing and installing power pedestals, panel boards,

transformers and metering, service equipment, and all associated appurtenant work, as indicated on the Drawings and as specified, and including all incidental Items required to enable the system to function as specified and intended

- D. Item No. 4: Light Pole Replacements - Walkway – Payment for the replacement of walkway poles and luminaries will be at the unit price per each in the bid schedule. The per each pay item shall also include the following items: furnishing and installing new poles and luminaries; removal and disposal of existing light poles; wiring new light poles; anchoring light poles per manufacturers requirements to existing foundation; and all associated appurtenant work, as indicated on the Drawings and as specified, and including all incidental Items required to enable the luminaries to function as specified and intended.
- E. Item No. 5: Light Pole Replacements – Walkway Bollard – Payment for the replacement of walkway bollard and luminaries will be at the unit price per each in the bid schedule. The per each pay item shall also include the following items: furnishing and installing new bollard and luminaries; removal and disposal of existing light poles; wiring new light bollard; anchoring bollard per manufacturers requirements to existing foundation; and all associated appurtenant work, as indicated on the Drawings and as specified, and including all incidental Items required to enable the luminaries to function as specified and intended.
- F. Item No. 6: Light Pole Replacements – Vehicle Height Single Luminaries – Payment for the replacement of vehicle height poles and single luminaries will be at the unit price per each in the bid schedule. The per each pay item shall also include the following items: furnishing and installing new poles and luminaries; removal and disposal of existing light poles; wiring new light poles; anchoring light poles per manufacturers requirements to existing foundation; and all associated appurtenant work, as indicated on the Drawings and as specified, and including all incidental Items required to enable the luminaries to function as specified and intended.
- G. Item No. 7: Light Pole Replacements – Vehicle Height Double Luminaries – Payment for the replacement of vehicle height poles and double luminaries will be at the unit price per each in the bid schedule. The per each pay item shall also include the following items: furnishing and installing new poles and luminaries; removal and disposal of existing light poles; wiring new light poles; anchoring light poles per manufacturers requirements to existing foundation; and all associated appurtenant work, as indicated on the Drawings and as specified, and including all incidental Items required to enable the luminaries to function as specified and intended.
- H. Item No. 8: R-2 Rip Rap – Payment for the installation of R-2 Rip Rap for the North Sea Wall Restoration will be at the unit price per cubic yard in the Bid Schedule. This item shall be used to provide full compensation for all supervision, labor, equipment, transportation costs, testing, and requirements for the installation of R-2 Rip Rap within the payment limits as shown on the Drawings. Measurement for payment will include the actual number of cubic yards of R-2 Rip Rap installed, which will be determined by the Contractor and verified and approved by the Engineer. The contract unit price shall be full compensation for all supervision, labor, equipment, and materials necessary for installation of fill necessary to repair washout along the sea wall. All other work required for the North Sea Wall Restoration shall be paid for in Item No. 9, Site Work.
- I. Item No. 9: Site Work – A single lump sum will be paid for everything necessary to complete all Site Work as detailed by the Contract Documents, including but not limited to the following items of work:
 - 1. Excavation and construction of crushed stone path and swing gate as shown on the Contract Drawings

2. Installation of filter fabric, placement/re-positioning of existing cut granite and armor stone, and final grading with new compacted gravel with stone chip surface at the north sea wall.
3. Restoration of disturbed areas within the payment limits including loam and seeding as shown on the contract Drawings
4. All remaining work necessary to complete the work in accordance with the Contract Documents.

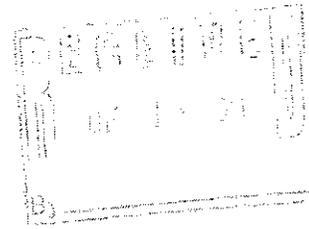
Appendix B
Coastal Resources Management Council
CRMC Assent (2011-11-054)



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

COASTAL RESOURCES MANAGEMENT COUNCIL

Oliver H. Stedman Government Center
4808 Tower Hill Road, Suite 3
Wakefield, R.I. 02879-1900



(401) 783-3370
FAX: (401) 783-3767

ASSENT

CRMC File No : 2011-11-054 CRMC Assent No.: A2011-11-054

Whereas, **RI Department of Environmental Management**
of **Att: Joseph Dias**
235 Promenade Street
Providence, RI 02908

has applied to the Coastal Resources Management Council for assent to: perform site preparations for America's Cup World Series to be held at Fort Adams State Park from June 5, 2012 to July 2, 2012. The work includes: installation of a temporary cart path/pedestrian scaffolding walkway for access to Fort Adams, maintenance of the north seawall, miscellaneous electrical and water service upgrades including temporary installations, up to 12 temporary moorings to be installed in early June and removed in early July, installation of temporary ramps, piers and floating docks and associated support pilings, mobilization of temporary event cranes and team base units and other temporary operational structures as per the submitted plans; and represents that they are the owner(s) of the riparian rights attached to the property involved and submitted plans of the work to be done.

Now, said Council, having fully considered said application in accordance with all the regulations as set forth in the Administrative Procedures Act does hereby authorize said applicant, subject to the provisions of Title 46, Chapter 23 of the General Laws of Rhode Island, 1956, as amended, and all laws which are or may be in force applicable thereto: **perform site preparations for America's Cup World Series to be held at Fort Adams State Park from June 5, 2012 to July 2, 2012. The work includes: installation of a temporary cart path/pedestrian scaffolding walkway for access to Fort Adams, maintenance of the north seawall, miscellaneous electrical and water service upgrades including temporary installations, up to 12 temporary moorings to be installed in early June and removed in early July, installation of temporary ramps, piers and floating docks and associated support pilings, mobilization of temporary event cranes and team base units and other temporary operational structures as per the submitted plans;** located at plat 47, lot 2; Harrison Avenue, Newport, RI, in accordance with said plans submitted to this Council and approved by this Council. In accordance with revisions to RIGL 46-23-6.3 Expiration Tolling Periods (as amended effective June 8, 2011), all work being permitted must be completed on or before July 1, 2016 after which date this assent is null and void, (unless written application requesting an extension is received by CRMC sixty (60) days prior to expiration date).

Applicant agrees that as a condition to the granting of this assent, members of the Coastal Resources Management Council or its staff shall have access to applicant's property to make on-site inspections to insure compliance with the assent.

Licensee shall be fully and completely liable to State, and shall waive any claims against State for contribution or otherwise, and shall indemnify, defend, and save harmless State and its agencies, employees, officers, directors, and agents with respect to any and all liability, damages (including damages to land, aquatic life, and other natural resources), expenses, causes of action, suits, claims, costs (including testing, auditing, surveying, and investigating costs), fees (including attorneys' fees and costs), penalties (civil and criminal), and response, cleanup, or remediation costs assessed against or imposed upon Licensee, State, or the Property, as a result of Licensee's control of the Property, or Licensee's use, disposal, transportation, generation and/or sale of Hazardous Substances or that of Licensee's employees, agents, assigns, sublicensees, contractors, subcontractors, permittees, or invitees.

Nothing in this assent shall be construed to impair the legal rights of this granting authority or of any person. By this assent the granting authority by no manner, shape, or form assumes any liability or responsibility implied, or in fact, for the stability or permanence of said project; nor by this assent is there any liability implied or in fact assumed or imposed on the granting authority. Further, the granting authority by its representatives or duly authorized agents shall have the right to inspect said project at all times including, but not limited to, the construction, completion, and all times thereafter.

This Assent is granted with the specific proviso that the construction authorized therein will be maintained in good condition by the owner thereof, his heirs, successors, or assigns for a period of fifty (50) years from the date thereof, after which time this permission shall terminate necessitating either complete removal or a new application.

Permits issued by the CRMC are issued for a finite period of time, confer no property rights, and are valid only with the conditions and stipulations under which they are granted. Permits imply no guarantee of renewal, and may be subject to denial, revocation, or modification.

If this matter appeared before the full Council, a copy of the legal decision from this proceeding may be acquired by contacting the CRMC office in writing.

A copy of this Assent shall be kept on site during construction.

Application for future alteration of the shoreline or other construction or alteration within the CRMC jurisdiction shall be submitted to the CRMC for review prior to commencing such activity.

All applicable policies, prohibitions, and standards of the RICRMP shall be upheld.

All local, state or federal ordinances and regulations must be complied with.

Please be advised that as a further conditions of this Assent, it is hereby stipulated that you and/or your agents shall comply at all times with Federal and State Water Quality Standards and other State standards and regulations regarding water quality, and shall exercise such supervision over and control of these facilities to prevent the dumping or discarding or refuse, sanitary wastes and other pollutants in the tidal waters, either from vessels docked at said facilities or from land adjacent thereto.

No work that involves alteration to wetlands or waters of the United States shall be done under this Assent until the required Federal Permit has been obtained.

Non-compliance with this assent shall result in legal action and/or revocation of this permit.

CAUTION:

The limits of authorized work shall be only for that which was approved by the CRMC. Any activities or alterations in which deviate from the approved plans will require a separate application and review. If the information provided to the CRMC for this review is inaccurate or did not reveal all necessary information or data, then this permit may be found to be null and void. Plans for any future alteration of the shoreline or construction or alteration within the 200' zone of CRMC jurisdiction or in coastal waters must be submitted for review to the CRMC prior to commencing such activity.

Permits, licenses or easements issued by the Council are valid only with the conditions and stipulation under which they are granted and imply no guarantee of renewal. The initial application or an application for renewal may be subject to denial or modification. If an application is granted, said permit, license and easement may be subject to revocation and/or modification for failure to comply with the conditions and stipulations under which the same was issued or for other good cause.

ATTENTION: ALL STRUCTURES AND FILLED AREAS IN THE TIDAL, COASTAL, OR NAVIGABLE WATERS OF THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS ARE SUBJECT TO:

- 1. The Superior Property Rights of the State of Rhode Island and Providence Plantations in the Submerged and Submersible Lands of the Coastal, Tidal, and Navigable Waters;**
- 2. The Superior Navigation Servitude of the United States;**
- 3. The Police Powers of the State of Rhode Island and the United States to regulate Structures in the Tidal, Coastal, or Navigable Waters**

THE SUBMERGED AND SUBMERSIBLE LANDS OF THE TIDAL, COASTAL, AND NAVIGABLE WATERS OF THE STATE ARE OWNED BY THE STATE AND HELD IN TRUST FOR THE PUBLIC. CONVEYANCE OF THESE LANDS IS ILLEGAL; TITLES PURPORTING TO TRANSFER SUCH LANDS ARE VOID. ASSENTS THAT INVOLVE THE FILLING OR USE OF THE STATES SUBMERGED LANDS ARE GRANTED WITH THE PROVISIO THAT IT IS SUBJECT TO THE IMPOSITION OF A USAGE FEE TO BE ESTABLISHED BY THE COASTAL RESOURCES MANAGEMENT COUNCIL.

SPECIFIC STIPULATIONS OF APPROVAL

General Stipulations

A. The applicant shall record this assent in its entirety in the land evidence records of the City of Newport within thirty (30) days of the date of assent issuance. Certification by the Town Clerk's office that this stipulation has been complied with

shall be furnished to Coastal Resources Management Council in the form of a *copy* of the recorded assent by the applicant within fifteen (15) days thereafter. Failure to comply with provision will render this assent null and void.

B. For the purpose of this permit, the coastal feature shall be the manmade shoreline; and the inland edge of the coastal feature shall be the top/inland edge of the manmade shoreline.

C. The approved plans shall be those entitled "Site Infrastructure Improvement, Fort Adams State Park, Newport, Rhode Island" in 21 sheets, by the Louis Berger Group, Inc., in association with St. Jean Engineering, except sheet 14 of 21 having a revision date of December 2011. Except as stipulated or modified herein, all details and specifications thereon shall be strictly adhered to. Any and all changes require written approval from this office.

D. All "temporary structures" (a pier, ramps, floats, and moorings) in tidal waters as specified within the submitted application narrative and approved plans shall not be installed prior to June 1, 2012 and shall be removed from tidal waters by July 15, 2012.

E. Any and all "temporary structures" which may be later applied for as "permanent structures" in tidal waters must be part of a complete CRMC application submitted by January 31, 2012. A 30 day public notice will be required. The RIDEM must obtain CRMC's approval of these structures by July 15, 2012, or they shall be removed from tidal waters and shall not be reinstalled until such time a CRMC authorization is granted.

F. Temporary upland support facilities shall be removed from Fort Adams State Park by July 15, 2012, unless a prior CRMC approval is granted for structures which are not to be removed by this timeframe.

G. All temporarily displaced moorings in Newport Harbor shall be restored to their pre-event condition by July 15, 2012.

H. All race buoys and other markers shall be removed at the end of the event if not removed on a daily race schedule basis.

I. No changes in stormwater drainage are authorized by this permit.

Earthwork Stipulations

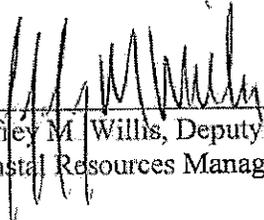
A. The standards and specifications set forth in the most recent RI Soil Erosion and Sediment Control Handbook (RISESCH) shall be strictly adhered to.

B. All excess excavated materials, excess soils, excess construction materials, and debris shall be removed from the site and disposed of at an inland landfill or a suitable and legal upland location outside of CRMC jurisdiction. No materials shall be deposited on the coastal feature, within 200 feet of the inland edge of the coastal feature, in coastal waters, or in any areas designated as a CRMC setback or coastal buffer zone.

C. All areas of exposed soil which are disturbed by construction and related activities shall be revegetated as immediately as is physically possible so as to minimize erosion and sedimentation. If the season is not conducive to immediate revegetation, all exposed soils shall be temporarily stabilized with hay mulch, jute mat netting or similar erosion control materials. Soil stabilization methods shall be employed during, as well as after, the construction phase to the maximum extent possible.

D. There shall be no discharge or disposal of hazardous wastes or hazardous materials which may be associated with machinery, etc. on the site or in the waterway. All used oil, lubricants, chemicals, etc. shall be disposed of in full compliance with applicable State and Federal regulations.

In Witness Whereof, said Coastal Resources Management Council have hereto set their hands and seal this ninth day of December in the year two-thousand-eleven.



Jeffrey M. Willis, Deputy Director
Coastal Resources Management Council

/kc

State of Rhode Island and Providence Plantations
COASTAL RESOURCES MANAGEMENT COUNCIL

NOTICE OF

ASSENT

CRMC Assent No. A2011-11-054

Date: December 9, 2011

This certifies that RI Department of Environmental Management
has permission to perform site preparations for America's Cup World Series to be held at Fort Adams State Park from June 5, 2012 to
July 2, 2012. The work includes: installation of a temporary cart path/pedestrian scaffolding walkway for access to Fort Adams,
maintenance of the north seawall, miscellaneous electrical and water service upgrades including temporary installations, up to 12
temporary moorings to be installed in early June and removed in early July, installation of temporary ramps, piers and floating docks
and associated support pilings, mobilization of temporary event cranes and team base units and other temporary operational structures
as per the submitted plans

situated at Harrison Avenue Lot No. 2
Plat No. 47

Said construction operations to be done in accordance with an approved assent on file in the Offices of the Coastal Resources Management Council and subject further to all the provisions of the building ordinances of the :

City/Town of Newport

and to all the applicable State, Local and Federal provisions. This assent shall expire July 1, 2016.

Kathleen Collette
Official Designee
Coastal Resources Management Council

**THIS CARD MUST BE DISPLAYED IN A CONSPICUOUS PLACE ON THE PREMISES.
FAILURE TO DISPLAY WILL RESULT IN LEGAL ACTION.**

