

PUBLIC COPY

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

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number: 7457801A3
Bid/RFP Title: FLAGG ROAD EXTENSION, URI - ADDENDUM 3 (28 PGS)
Opening Date & Time: 7/13/2012 1:45 PM
RIVIP Vendor ID #: 853
Vendor Name: J. H. Lynch & Sons, Inc.
Address: 50 Lynch Place
Cumberland, RI 02864-5334
USA
Telephone: 401-333-4300
Fax: 401-333-2659
E-Mail: sales@jlynch.com
Contact Person: Stephen P. Lynch, Jr.
Title: President
R.I. Foreign Corp #:

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

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

SECTION 2 - REQUIREMENTS

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

Section 2.1 - RULES FOR SUBMITTING OFFERS

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

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

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

Revised: 12/20/2011

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

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

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

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

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

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

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

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

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

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

SECTION 3 - AWARD DETERMINATION

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

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

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

SECTION 4 - CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

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

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

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

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

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

Revised: 12/20/2011

- 4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.
- 4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.
- 4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.
- 4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

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

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

Indicate Yes (Y) or No (N):

- N 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).
2. Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?
- N 3. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y 4. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 5. I/we certify that the above vendor information is correct and complete.
- Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer containing herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein, and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this three-page form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. **NEW REVISED REQUIREMENT-IMPORTANT!!!** I/we hereby acknowledge that I/we understand that effective January 1, 2012 all public works related project bids or proposals exceeding SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars, inclusive of all proposed alternates, must include a "public copy" as required by RI Gen Laws § 37-2-18(j) and the State Procurement Regulations. It is further understood that any bid or proposal in excess of SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive.

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

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

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

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

Francis R. Foley, Jr. V.P.
 Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

Date July 13, 2012

Francis R. Foley, Jr. Vice President

Print Name and Title of company official signing offer
 Revised: 12/20/2011

SOLICITATION INFORMATION

June 13, 2012

RFQ #7457801

TITLE: FLAGG ROAD EXTENSION, URI

CLOSING DATE AND TIME: 7/13/12 AT 1:45 PM

PRE-BID/ PROPOSAL CONFERENCE: YES

DATE: 6/29/12 TIME: 10:00 AM

MANDATORY: NO

**LOCATION: URI
210 FLAGG ROAD
1ST FLOOR CONFERENCE ROOM
KINGSTON, RI**

SURETY REQUIRED: YES

BOND REQUIRED: YES

JOHN O'HARA II
CHIEF BUYER



JOH:da

Vendors register on-line at the State Purchasing Website at www.purchasing.ri.gov to be able to download a Bidder Certification Cover Form.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM



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

July 6, 2012

ADDENDUM # 3

RFQ #7457801

Title: Flagg Road Extension - URI

Bid Opening: 7/13/12 @ 1:45 PM (EDT)

Contract documents are hereby modified to include the following documents as if fully thereto.

(Attached)

Interested parties should monitor this website, on a regular basis, for any additional information that may be posted.

John F. O'Hara II

Chief Buyer

PROJECT MANUAL

**FLAGG ROAD EXTENSION
UNIVERSITY OF RHODE ISLAND
KINGSTON CAMPUS**

March 2012

URI: Project No. KC.T.PVNG.2010.001

**UNIVERSITY OF RHODE ISLAND
OFFICE OF CAPITAL PROJECTS
Paul M. DePace, P.E., Director**



**UNIVERSITY OF
Rhode Island**

Prepared by:

**Gordon R. Archibald, Inc.
Civil & Environmental Engineers
200 Main Street
Pawtucket, R.I. 02860**

PROJECT DIRECTORY

OWNER The Rhode Island Board of Governors for Higher Education,
University of Rhode Island and the State of Rhode Island
Office of Capital projects, URI
Sherman Building, 523 Plains Road, Kingston, RI 02881

IN CARE OF: Office of Capital Projects
University of Rhode Island
523 Plains Road
Kingston, Rhode Island
Paul M. DePace, P.E.
(401) 874-2725

DESIGN AGENT: Office of Capital Projects
University of Rhode Island
523 Plains Road
Kingston, Rhode Island
Ray Wilcox
(401) 874-5288

CONSULTANT: Gordon R. Archibald, Inc.
200 Main Street
Pawtucket, RI 02860
(401) 726-4084
Todd Ravenelle, P.E.

PROJECT MANUAL

FLAGG ROAD EXTENSION
University of Rhode Island
Kingston Campus

March 2012

URI: Project No. KC.T.PVNG.2010.001

NOTICE OF ADDENDUM NO. 1

TO

State of Rhode Island
 Board of Governors for Higher Education
 University of Rhode Island
 Project No. KC.T.PVNG.2010.001
 Flagg Road Parking Lot
 Kingston, Rhode Island

DATE OF ADDENDUM: June 21, 2012

The contract documents are hereby modified to include the following documents as if fully attached thereto.

Contract Plans

1. Add the following attached plan drawings to the Contract. The project has been modified to add the construction of the Flagg Road Parking Lot.

Dwg. No.	Drawing Title	Date
1	Cover Sheet Volume I and Volume II	June 2012
Flagg Road Parking Lot (Add Alternate No. 2)		
1	Cover Sheet	June 2012
2	General Notes & Legends	June 2012
3	Existing Conditions Plan	June 2012
4	General Plan	June 2012
5	Drainage & Grading Plan	June 2012
6	Location Plan	June 2012
7-11	Details 1-5	June 2012
12	Landscape Plan	June 2012
13	Landscape Details	June 2012
14	Electrical Plan	June 2012
15	Electrical Details	June 2012

Contract Specifications

2. Deleted the following Specification Sections in their entirety.

- 00010 Table of Contents
- 00015 List of Drawings
- 00410 Bid Form
- 00710 Supplemental General Conditions
- 01100 Summary
- 01200 Price and Payment Procedures

- 01201 Attachment A - Price and Payment Procedures
- 01331 Attachment A – Submittal Procedures
- 02110 Site Preparation
- 02130 Erosion Controls
- 02140 Bus Shelter Relocation
- 02210 Excavation and Embankment
- 02220 Trench and Miscellaneous Excavation
- 02230 Excavation and Removal of Unsuitable Materials
- 02310 Drainage Pipe
- 02320 Drainage Structures
- 02330 Paved Waterways
- 02340 Riprap Pads
- 02350 Riprap Ditch Check Dams
- 02360 Stone Baffles
- 02370 Cleaning and Flushing Pipe and Drainage Structures
- 02410 Cast-in-Place Concrete
- 02510 Borrow and Aggregates
- 02520 Bituminous Concrete Pavements
- 02530 Curbing
- 02610 Directional, Regulatory and Warning Signs
- 02620 Pavement Markings
- 02810 Loam and Seed
- Appendix C - Bus Shelter Relocation

3. Add the following attached Specification Sections.

- 00010 Table of Contents
- 00015 List of Drawings
- 00410 Bid Form
- 00710 Supplemental General Conditions
- 01100 Summary
- 01200 Price and Payment Procedures
- 01201 Attachment A - Price and Payment Procedures
- 01331 Attachment A – Submittal Procedures
- 02110 Site Preparation
- 02130 Erosion Controls
- 02210 Excavation and Embankment
- 02220 Trench and Miscellaneous Excavation
- 02230 Excavation and Removal of Specification Unsuitable
- 02310 Drainage Pipe
- 02320 Drainage Structures
- 02330 Paved Waterways
- 02340 Riprap Pads
- 02350 Riprap Ditch Check Dams
- 02360 Stone Baffles
- 02370 Cleaning and Flushing Pipe and Drainage Structures
- 02410 Cast-in-Place Concrete
- 02510 Borrow and Aggregates
- 02520 Bituminous Concrete Pavements

- 02525 Porous Asphalt Pavements
- 02530 Curbing
- 02540 Cold Plane and Removal of Existing Pavement
- 02610 Directional, Regulatory and Warning Signs
- 02620 Pavement Markings
- 02900 Topsoil
- 02920 Turf and Grasses
- 02905 Plants
- 16050 Electrical Materials and Methods
- 16119 Underground Ducts and Utility Structures
- 16120 Conductors and Cables
- 16130 Raceways and Boxes
- 16140 Wiring Devices
- 16170 Grounding and Bonding for Electrical Systems
- 16410 Enclosed Switches and Circuit Breakers
- 16442 Panelboards
- 16461 Dry-Type Transformers
- 16491 Fuses

4. Add the following Appendix data to the following Sections

- Amend Soil Data for Flagg Road Parking Lot to Appendix A.
- Amend Permit Data for Flagg Road Parking Lot to Appendix B.

Attached: (288 Sheets)

END OF ADDENDUM NUMBER 1

f:\file\wordpro\1255\flagg road extension addendum 1\addendum 1.docx

DOCUMENT 00010 - TABLE OF CONTENTS

INTRODUCTORY INFORMATION

00001	Cover
00005	Title Page
00010	Table of Contents
00015	List of Drawings

BIDDING AND CONTRACT REQUIREMENTS

00100	Invitation to Bid
00200	Instructions to Bidders
00210	Supplemental Instructions to Bidders
00410	Bid Form
00430	Bid Security Form
00450	Bidder's Qualification Form
00520	Agreement Form
00610	Performance Bond; Payment Bond
00614	Waiver of Lien Form
00700	General Conditions
00710	Supplemental General Conditions
00720	URI Sexual Harassment Policy
00730	Manual for Construction Project Safety Procedures
00740	Hot Work Procedure
00750	Managing Fire Protection System Impairment
00760	URI Water System Regulations/Policies
00850	Prevailing Wage Rates
00900	Addenda and Modifications

SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01100	Summary
01101	Attachment A – Site Utilization
01102	Attachment B – Fire Protection Impairment Form
01200	Price and Payment Procedures
01201	Attachment A - Price and Payment Procedures
01300	Administrative Requirements
01301	Attachment A – Administrative Requirements
01330	Submittal Procedures
01331	Attachment A – Submittal Procedures
01400	Quality Requirements
01500	Temporary Facilities and Controls
01501	Attachment A – Temporary Facilities and Controls
01600	Product Requirements
01700	Execution Requirements
01732	Waste Management

01780 Closeout Requirements

DIVISION 2 – CONSTRUCTION

- 02110 Site Preparation
- 02130 Erosion Controls
- 02210 Excavation and Embankment
- 02220 Trench and Miscellaneous Excavation
- 02230 Excavation and Removal of Unsuitable Materials
- 02310 Drainage Pipe
- 02320 Drainage Structures
- 02330 Paved Waterways
- 02340 Riprap Pads
- 02350 Riprap Ditch Check Dams
- 02360 Stone Baffles
- 02370 Cleaning and Flushing Pipe and Drainage Structures
- 02410 Cast-in-Place Concrete
- 02510 Borrow and Aggregates
- 02520 Bituminous Concrete Pavements
- 02525 Porous Asphalt Pavements
- 02530 Curbing
- 02540 Cold Plane and Removal of Existing Pavement
- 02610 Directional, Regulatory and Warning Signs
- 02620 Pavement Markings
- 02820 High Organic Soil and Wetland Seed
- 02900 Topsoil
- 02920 Turf and Grasses
- 02905 Plants

DIVISION 16 – ELECTRICAL POWER

- 16050 Electrical Materials and Methods
- 16119 Underground Ducts and Utility Structures
- 16120 Conductors and Cables
- 16130 Raceways and Boxes
- 16140 Wiring Devices
- 16170 Grounding and Bonding for Electrical Systems
- 16310 Pad Mounted Transformer
- 16410 Enclosed Switches and Circuit Breakers
- 16442 Panelboards
- 16461 Dry-Type Transformers
- 16491 Fuses

APPENDIX

- Appendix A Soil Data
- Appendix B Permits

END OF DOCUMENT

DOCUMENT 00015 - LIST OF DRAWINGS

Dwg. No.	Drawing Title	Date
1	Cover Sheet Volume I and Volume II	June 2012

Flagg Road Extension

1	Cover Sheet	March 2012
2	General Notes & Legends	March 2012
3	Typical Sections	July 5, 2012
4	General and Location Plan - 1	March 2012
5	General and Location Plan - 2	March 2012
6	Location Data	March 2012
7	Grading and Drainage Plan - 1	March 2012
8	Grading and Drainage Plan - 2	July 5, 2012
9	Grading and Drainage Plan - 3	July 5, 2012
10	Signing and Striping Plan - 1	March 2012
11	Signing and Striping Plan - 2	March 2012
12	Maintenance and Protection of Traffic	March 2012
13	Miscellaneous Details - 1	March 2012
14	Miscellaneous Details - 2	March 2012
15	Miscellaneous Details - 3	July 5, 2012

Flagg Road Parking Lot (Alternate No. 2)

1	Cover Sheet	June 2012
2	Legend and Notes	July 5, 2012
3	Existing Conditions Plan	June 2012
4	General Plan	July 5, 2012
5	Drainage & Grading Plan	July 5, 2012
6	Location Plan	June 2012
7-8	Details 1-2	June 2012
9	Details 3	July 5, 2012
10-11	Details 4-5	June 2012
12	Landscape Plan	June 2012
13-15	Electrical Plan & Details (E-1 to E-3)	July 5, 2012

END OF DOCUMENT

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS**TABLE OF ARTICLES**

- | | |
|-----------------------------|---|
| 1. DEFINITIONS | 6. POST-BID INFORMATION |
| 2. BIDDER'S REPRESENTATIONS | 7. PERFORMANCE BOND AND PAYMENT BOND |
| 3. BIDDING DOCUMENTS | 8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR |
| 4. BIDDING PROCEDURES | |
| 5. CONSIDERATION OF BIDS | |

ARTICLE 1 – DEFINITIONS

- 1.1** Bidding Documents include the Bidding and Contract Requirements and the proposed Contract Documents. The Bidding and Contract Requirements consist of the Invitation to Bid, Instructions to Bidders, Supplemental Instructions to Bidders, the Bid Form, and other sample bidding and contract forms. The Contract Documents consist of the Purchase Order and any documents referenced therein such as the Bid received, the Purchase Order Terms and Conditions, the Agreement Form between the Owner and the Contractor, the General Conditions, Supplemental General Conditions, Drawings, Specifications, and Addenda issued prior to issuance of a Purchase Order, as well as amendments to these documents which may occur during the Work in accordance with terms of the Contract.
- 1.2** Definitions set forth in Document 00700 – General Conditions, or in other Contract Documents, are applicable to the Bidding Documents.
- 1.3** Addenda are written or graphic instruments issued by the Purchaser prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.4** A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.5** The Base Bid is the sum stated in the Bid for which the Bidder offers to perform Work described in the Bidding Documents as the base, to which Work may be added, or from which Work may be deleted for sums stated in Alternate Bids.
- 1.6** An Alternate Bid (or Alternate) is an amount stated in the Bid to be added or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.7** A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services, or a portion of the Work as described in the Bidding Documents.
- 1.8** A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- 1.9** A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.
- 1.10** Supplemental Instructions to Bidders are those additional instructions which are unique to this project or amend the instructions in this Document. It follows this document as Document 00210.

ARTICLE 2 – BIDDER'S REPRESENTATION

- 2.1** The Bidder by making a Bid represents that:

2.1.1 The Bidder has read and understands the Bidding Documents, or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

2.1.2 The Bid is made in compliance with the Bidding Documents.

2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents. Claims for additional costs will not be accepted due to the Bidder's lack of knowledge of verifiable existing conditions.

2.1.4 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

ARTICLE 3 – BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Plans and specifications are available for download from the RI Division of Purchases website at www.purchasing.ri.gov . No deposit is required.

3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Design Agent assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Bidding Documents.

3.1.3 Copies of the Bidding Documents are made available on the above terms, only through the website of the RI Division of Purchases, for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare parts of the Bidding Documents with each other, and with other work being bid concurrently, or presently under construction, to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the representative of the Purchaser all errors, inconsistencies or ambiguities discovered. Purchaser contact information is available in Section 00710 - Supplemental General Conditions.

3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Purchaser at least ten days prior to the date for receipt of Bids.

3.2.3 Interpretations, corrections, and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections, and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

3.3 SUBSTITUTIONS

3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

3.3.2 No substitutions will be considered prior to receipt of Bids unless a written request for approval has been received by the Purchaser at least ten (10) workdays prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth such changes in other materials, equipment, or other portions of the Work including changes in the Work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the

merit of the proposed substitution is upon the proposer. The Design Agent's decision of approval or disapproval of a proposed substitution shall be final.

3.3.3 If the Design Agent approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract Award unless specifically provided for in the Contract Documents.

3.4 ADDENDA

3.4.1 Addenda instructions will be posted on the RI Purchasing website. Bidders are responsible for checking for Addenda.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that Purpose.

3.4.3 Addenda will be issued no later than five (5) workdays prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids, or one which includes postponement of the date of receipt of Bids.

3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt on the Bid Form.

ARTICLE 4 – BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

4.1.1 Bids shall be submitted on the forms included with the Bidding Documents, covered by a properly completed certification form as identified in Document 00210 – Supplemental Instructions to Bidders.

4.1.2 All blanks on the Bid Form must be legibly executed in a non-erasable medium.

4.1.3 Sums must be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

4.1.4 The signer of the Bid shall initial interlineations, alterations, and erasures.

4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change".

4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the Bid Form, nor qualify the Bid in any other manner.

4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. The person, or persons legally authorized to bind the Bidder to a Contract, must sign each copy. A Bid by a corporation shall further indicate the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2 BID SECURITY

4.2.1 Each Bid shall be accompanied by a Bid Security in the form and amount required. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such a Contract or

fail to furnish such bonds, the amount of the Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Paragraph 6.2.3.

4.2.2 The surety bond shall be written on the document bound herein as part of Document 00430 – Bid Security Form, or other form acceptable to the Purchaser. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

4.2.3 The Purchaser will have the right to retain the bid surety of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

4.3 SUBMISSION OF BIDS

4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the Purchaser and shall be identified with the Project name, the Bid No., the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted.

4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will not be considered.

4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.3.4 Oral, telephonic, facsimile, or other electronically transmitted Bids will not be considered.

4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 A Bid may not be modified, withdrawn, or canceled by the Bidder, except as provided for in the State of RI Purchasing Rules and Regulations, during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

4.4.2 Prior to the time and date designated for the receipt of Bids, a submitted Bid may be modified or withdrawn by notice to the party receiving the Bids at the place designated for the receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the time and date set for receipt of Bids. A change shall be so worded as to not reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

4.4.4 Bid Security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 – CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

5.1.1 The properly identified Bids received on time will be publicly opened and read aloud. An abstract of the Bids may be made available to Bidders.

5.2 REJECTION OF BIDS

5.2.1 The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required Bid Security, or

other data required by the Bid Documents, or a Bid which is in any way incomplete or irregular may be subject to rejection. However, the Owner shall have the right to waive informalities and irregularities in a Bid received and to not reject a Bid if, in the Owner's judgement, it is in the Owner's own best interests.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgement, is in the Owner's own best interests.

5.3.1.1 Minority Business Enterprises: Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the State reserves the right to apply additional consideration to offers, and to direct awards to Bidders other than the responsive Bid representing the lowest price, where:

- .1 the offer is fully responsive to the terms and conditions of the request;
- .2 the offer is determined to be within a competitive range (not to exceed 5 percent higher than the lowest responsive price offer) for the product or service;
- .3 the firm making the offer has been certified by the State of Rhode Island Department of Economic Development to be a small business concern meeting criteria established to be a Minority Business Enterprise.

5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 – POST BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

6.1.1 Bidders to whom award of Contract is under consideration shall submit to the Design Agent, upon request, a properly executed Qualification Statement, a copy of which is bound herein in Document 00450 - Bidder's Qualification Form, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

6.2 SUBMITTALS

6.2.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner, and the Office of Capital Projects through the Design Agent in writing:

- .1 A designation of the Work to be performed with the Bidder's own forces;
- .2 Names of manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work
- .3 Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work; and
- .4 Names of persons and dollar value of sub-contract Work to be performed by Minority Business Enterprises in accordance with the State's requirement that 10 percent of the dollar value of the Work performed against contracts for construction exceeding \$5,000.00 shall be performed by Minority Business Enterprises where it

has

been determined that sub-contract opportunities exist and where certified Minority Business Enterprises are available. A Bidder may count towards its MBE, DBE, or WBE goals 60 percent of its expenditures for materials and supplies required and obtained from MBE, DBE, or WBE regular manufacturers. Awards of this type shall be subject to approval by the Director of Administration of a Sub-Contracting Plan submitted by the Bidder receiving the Award.

- .5 The Bidder's Qualification Statement, if requested by the Design Agent during the scheduling of this meeting.
 - .6 Trade Breakdowns for hourly charges to be used for any Time and Material work authorized during the project. Include calculations that show inclusion of overhead and profit percentages with labor rates and fringes.
- 6.2.2 The Bidder will be required to establish to the satisfaction of the Owner and the Design Agent the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- 6.2.3 Prior to the issuance of a Purchase Order, the Design Agent will notify the Bidder in writing if either the Owner or the Design Agent, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or the Design Agent has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid, or Alternate Bid, to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted Bid price, or disqualify the Bidder. In the event of either withdrawal or disqualification, Bid Security will not be forfeited.
- 6.2.4 Persons and entities proposed by the Bidder and to whom the Owner and Design Agent have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and the Design Agent.

ARTICLE 7 – PERFORMANCE BOND AND PAYMENT BOND

7.1 PAYMENT AND PERFORMANCE BONDING REQUIREMENTS

- 7.1.1 See Document 00710 for Project Bonding requirements.
- 7.1.2 If the furnishing of such bonds is stipulated in the Contract Documents, the cost shall be included in the Bid. If the furnishing of such bonds is stipulated after receipt of Bid, the cost of such bonds shall be added to the Bid in determining the Contract Sum.
- 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

ARTICLE 8 – FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Agreement for the Work shall be the Owner's version of a Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum. A copy of the required Agreement form is bound herein as Document 00520 – Agreement Form.

END OF DOCUMENT

DOCUMENT 00210 – SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. SPECIAL FEDERAL REQUIREMENTS
2. STATE REQUIREMENTS
3. BID BOND AMOUNT
4. BIDDER CERTIFICATION FORM TYPE

ARTICLE 1 – FEDERAL REQUIREMENTS.

Deleted.

ARTICLE 2 – STATE REQUIREMENTS

2.1 Bidders are advised to review and make themselves aware of RIGL 37-2-18 (PL 221) and the related Purchasing Rules and Regulations section 5.4.6.1.1 effective January 11,2011 and as amended, as they pertain to the requirement for a public copy of bids for Public Works contracts.

2.2 Bidders are also subject to the terms, conditions, and provisions of the latest versions of Chapters 2, 12, 13 and 14 of Title 37, general laws of the State of Rhode Island, 1956, as amended, including apprentice requirements of 13-3.1 and regulations promulgated there under 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 those prevailing wages on file in the Rhode Island Department of Labor, Office of the Director.

ARTICLE 3 – BID BOND AMOUNT

3.1 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.

ARTICLE 4 – BIDDER CERTIFICATION FORM

5.1 Bids shall be submitted on the forms included with the Bidding Documents, covered by a properly completed RI Division of Purchases certification form generated by the RI Division of Purchases website All bidders must pre-register online to obtain this form. There is no fee for registration.

END OF DOCUMENT

DOCUMENT 00410 - BID FORM

Date: July 13, 2012

To: Rhode Island Department of Administration, Division of Purchases
One Capitol Hill, Providence, RI 02908

Project: Flagg Road Extension
University of Rhode Island, Kingston Campus

Submitted by: J.H. Lynch & Sons, Inc. 270 North Rd. Peace Dale, RI 02879
(include address,
tel. & FAX nos., Tel 401-789-7100 Fax 401-789-5760
and license no.
if applicable) Lic # 8430

1. BID (CONSTRUCTION OF FLAGG ROAD EXTENSION - Base Bid)
Having examined the Place of The Work and all matters referred to in the Bid Documents and in the Contract Documents prepared by Gordon R. Archibald, Inc., Civil and Environmental Engineers for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

One million seven hundred seventy three thousand, seven hundred (\$ 1,773,713.00)
(written, and thirteen dollars numerically)

- We have included the specified Allowances from Section 01200 in Division 1 of the Specifications in the above Bid sum as follows:

Allowance (Electrical and Overhead Utility Relocations)	<u>\$100,000.00</u>
Allowance (Soil Testing)	<u>\$10,000.00</u>
Allowance (Irrigation System Relocation)	<u>\$10,000.00</u>
Allowance (Emergency telephone & surveillance CCTV system)	<u>\$35,000.00</u>
Total Allowances	\$155,000.00

- We have included the required Bid security in the above Bid Sum. We have included 100% Payment and Performance Bonds in the above Bid Sum.
- We have included the original Bid and required additional "public copy" if required by Document 00210 – Supplemental Instructions to Bidders.

2. ALTERNATES

We propose to modify the above Base Bid Sum by the following amount(s) as identified by the numbered Alternative specified in Section 01200 of the Specifications:

Add Alternate No. 1: Demolition of the Greenhouse Structure and Foundations, Complete

Add: Sixteen thousand dollars (\$ 16,000.00)
 (written, and numerically)

We propose to modify the above Base Bid Sum by the following amount(s) as identified by the numbered Alternative specified in Section 01200:

Add Alternate No. 2: Construction of Flagg Road Parking Lot, Complete

Add: One million five hundred seventy two thousand, Four hundred sixty five dollars (\$ 1,572,465.00)
 (written, and numerically)

3. UNIT PRICES

Deleted.

4. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

- Proceed under the Agreement, subject to compliance with required State regulatory agency approvals as described in the Bid Documents.
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.
- Commence work within seven days after receipt of a Purchase Order from URI Purchasing.

If this bid is accepted within the time stated, and we fail to commence the Work, or we fail to provide the required Bonds, the security deposit shall be forfeited to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

5. CONTRACT TIME

If this Bid is accepted, we will achieve Substantial Completion of the Work with 335 calendar days and in accordance with Section 00710, Article 2 - Time of Completion. We have included all premium time or additional staffing required to accommodate this schedule.

6. LIQUIDATED DAMAGES

Time is of the Essence: If we fail to achieve certification of Substantial Completion at the expiration of the agreed upon Contract Time indicated above, we acknowledge that we will be assessed Liquidated Damages for each calendar day the project continues to be in default of Substantial Completion, as follows:

\$ 1,000 per calendar day

7. REQUIREMENT FOR LICENSE NUMBER

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

LICENSE NUMBER: 8430

8. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

- Addendum No. 1 dated: June 21, 2012
- Addendum No. 2 dated: June 25, 2012
- Addendum No. 3 dated: July 5, 2012

9. BID FORM SIGNATURE(S)

J.H. Lynch & Sons, Inc.

(Bidder's name)

By: Francis R. Foley, Jr.
Francis R. Foley, Jr.

Title: Vice President

Corporate Seal:

END OF DOCUMENT

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

4749424

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

**LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY**

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 4th day of August 2011.



LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of August, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 13th day of July, 2012.



By Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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

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