

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

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number: 7461303A1
Bid/RFP Title: PASTORE CENTER PARKING IMPROVEMENTS - ADDENDUM 1 (12 PGS)

Opening Date & Time: 4/1/2013 1:30 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@jhlynch.com
Contact Person: Stephen P. Lynch, Jr.
Title: President
R.I. Foreign Corp #:

REVISED NOTICE TO VENDORS

Effective January 1, 2013 all public works project related bids or proposals exceeding FIVE HUNDRED THOUSAND (\$500,000) DOLLARS are required to include a "public copy". All agency contract solicitations, invitations for bids, etc. shall state that any bid or proposal that exceeds FIVE HUNDRED THOUSAND (\$500,000) DOLLARS must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of FIVE HUNDRED THOUSAND (\$500,000) DOLLARS which does not include a copy for public inspection shall be deemed to be non-responsive. Additionally, proposals submitted for a Master Price Agreement, when the total amount potentially may exceed FIVE HUNDRED THOUSAND (\$500,000) 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 R. I. Gen. Laws §37-2-18(j) and State of Rhode Island Procurement Regulations at <http://www.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 CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY WITH all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Section 2.1 - RULES FOR SUBMITTING OFFERS

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

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

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

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

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

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

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

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

2.4. PREVAILING WAGE, OSHA 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.

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

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

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

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

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

Offerors must respond to every disclosure statement.

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

Indicate Yes (Y) or No (N):

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

Y 11. **NEW REVISED REQUIREMENT* - IMPORTANT!!!** I/we hereby acknowledge that I/we understand that **EFFECTIVE JANUARY 1, 2013** all *public works project* related bids or proposals exceeding **FIVE HUNDRED THOUSAND (\$500,000) DOLLARS**, inclusive of all proposed alternates, must include a "public copy" as required by R.I. Gen. Laws § 37-2-18(j) and the State Procurement Regulations. It is further understood that any bid or proposal in excess of **FIVE HUNDRED THOUSAND (\$500,000) DOLLARS** which does not include a copy for public inspection shall be deemed to be non-responsive.

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.

Y 12. I/we certify that the above vendor information is correct and complete.

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

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

Date April 1, 2013

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


Stephen P. Lynch, Jr., President

Name and Title of company official signing offer

Print

SECTION 000410 - BID FORM

Date: April 1, 2013

RFQ #7461303

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

Project: Pastore Center Parking Improvements
Pastore Government Center
Cranston, RI

Submitted by: J.H. Lynch & Sons, Inc.
50 Lynch Place
Cumberland, RI 02864
401-333-4300/401-333-2659/sales@jhlynch.com/8430

(Please include in the above spaces the firm's legal name, address, telephone, fax number, contact email address, and license number if applicable)

The method of measurement and unit price for all items shall be as noted in the Project Manual Section 000410 Bid Form. The unit price or lump sum price for all items shall constitute full compensation for complete in place acceptance, including labor, tools, materials, equipment, and all incidentals and items of work necessary to complete the work in a manner suitable for final acceptance by the owner. The Basis of Payment noted in the Project Manual Division 2 Site Construction and the Supplemental Standards and Specifications are not applicable.

1. BASE BID

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents, the cost submitted here-in includes all work delineated in the Project Manual and Drawings prepared by Crossman Engineering dated January 2013. Additionally the cost provided here-in is inclusive of all Allowances that have been identified in the Contract Documents, as such they have been calculated as part of the total costs submitted as part of the Base Bid Value. Furthermore, the Base Bid includes all work delineated in the addendums issued throughout the bidding process and takes into consideration the time line as presented for the project included as part of this Bid.

SECTION 000410 BID FORM

**Pastore Center Parking Improvements
RFQ #7461301**

The cost to provide the Owner for the Project in full compliance with the Project Documents can be completed for the Sum of (This Cost includes the values of the Allowances delineated in the Bid Form) and, we, the undersigned, hereby offer to enter into a Contract to perform the Work as prescribed for Base Bid for the sum of:

\$

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Numeric

Six hundred forty-three thousand one hundred twenty-one dollars and zero cents

Written

WE HAVE INCLUDED THE REQUIRED BID SURETY AS REQUIRED BY THE INVITATION TO BID AS PART OF THE ABOVE COST.

2. ALLOWANCES

Allowances for the Project to be included in Base Bid are as follows. The following amount (Collective Sum Total) in Bid, for inclusion, in the Base Bid:

- 2.1 Traffic Police Protection: \$10,000.00
- 2.2 Trench Rock Excavation: \$10,000.00
- 2.3 Gravel Backfill and Placement to replace Unsuitable Trench Excavation: \$5,000.00

Should actual value be more or less than identified, the contract value will be adjusted by change orders and the Unit Prices listed on the Bid Form to reflect the amount of differences.

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I (the bidder) have carried as part of the Base Bid the total applicable value of the combined totals of Allowances as presented above.

3. 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 3/22/13 Addendum No. 2, dated _____
Addendum No. 3, dated _____ Addendum No. 4, dated _____

4. ALTERNATES

BIDDER agrees to be bound by the following alternate prices.

The Bidder shall take notice that the Alternates are listed in the order in which the Owner intends on awarding them based on available funds and as follows...

Add Alternates will be considered in the order in which they are presented except where available project funds require choices out of the order in which they are presented. The Owner will then award the next alternate on the list that the project budget supports or otherwise award a combination of alternates that follows the order within the project budget.

In the event the Owner is required to reduce funds the Deductive Alternates will be considered in the order presented, except where funds allow for the skipping a deductive alternate and proceeding to the next.

Additionally, the Owner reserves the right to award a combination of both Additive and Deductive Alternates as may be determined to be in the best interests of the Owner.

ADD ALTERNATES...

ADDITIVE ALTERNATE 1

Adolf Meyer-West Parking Area Lump Sum Price

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Numeric

Fifty-three thousand one hundred dollars and zero cents

Written

ADDITIVE ALTERNATE 2

Howard Avenue Granite Curb Installation Lump Sum Price

\$

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Numeric

One hundred seventy-seven thousand one hundred dollars and zero cents

Written

ADDITIVE ALTERNATE 3

Project-Wide Sidewalk Overlay Lump Sum Price

\$

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5	0	0
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Numeric

Fifty-two thousand five hundred dollars and zero cents

Written

ADDITIVE ALTERNATE 4

Project-Wide Sidewalk Replacement Lump Sum Price

\$

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8	0	0
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Numeric

Eighty-three thousand eight hundred dollars and zero cents

DEDUCTIVE ALTERNATE

No Deductive Alternatives are included in the project.

5. UNIT PRICES

Provide Unit Pricing for the following items which shall be used for additive and deductive change orders as may be required. The General Contractor shall submit Unit Costs as requested and each cost submitted shall be considered to be all inclusive and includes overhead, profit, travel, mobilization, incidental and appurtenant cost for the complete legal removal and/or installation of all items identified. Costs submitted shall be inclusive of compliance with all regulatory requirements, legal disposal, labor, materials, testing, bonding and administrative costs to provide labor, materials and services as prescribed in the Contract Documents. When these costs (Unit Costs) are used for deductive change orders the cost will be totaled and Two (2) percent will be subtracted from the final total which shall be considered administrative costs for the General Contractor for preparing the deductive Change Order. Provide these Unit Costs in Numerical form only. Prior to a final bid award confirmation of the Unit Costs will be made between the Owner and General Contractor. Unit costs will be reviewed as part of the overall review of the Bidders proposal for fairness and competitiveness.

The General Contractor shall note that the presence of a requested Unit Cost does not imply that General Contractor does not own these services in the Base Bid as prescribed in the Contract Documents and are being provided in the event the services are required due to circumstances mutually agreed to as being work in excess of that prescribed in the Contract Documents.

BIDDER agrees to be bound by the unit prices provided herein:

DESCRIPTION OF SERVICES		CONTRACTORS UNIT COST								
Item 1	Project Mobilization, Per Each	\$	1	,	4	0	0	.	0	0
Item 2	Project Demobilization, Per Each	\$	1	,	4	0	0	.	0	0
Item 3	Earth Excavation, Per Cubic Yard	\$,		1	5	.	0	0
Item 4	Rock Excavation, Per Cubic Yard	\$,	1	0	0	.	0	0
Item 5	Trench Rock Excavation, Per Cubic Yard	\$,	3	5	0	.	0	0
Item 6	Remove and Dispose Bituminous Pavement, Per Square Yard	\$,			7	.	0	0
Item 7	Cold Plane Bituminous Pavement, 1.5 Inch Depth, Per Square Yard	\$,			7	.	0	0
Item 8	Bituminous Pavement Sawcut, Per Linear Foot	\$,			1	.	0	0
Item 9	Trimming and Fine Grading, Per Square Yard	\$,			6	.	0	0
Item 10	Gravel Borrow, Per Cubic Yard	\$,		2	8	.	0	0
Item 11	Silt Fence or Filter Sock, Per Linear Foot	\$,			4	.	0	0
Item 12	Tree Protection Device, RI Standard 51.1.0, Per Each	\$,	2	5	0	.	0	0
Item 13	Remove and Dispose Tree and Stump, All Sizes, Per Each	\$,	6	0	0	.	0	0
Item 14	Remove and Dispose Stump, All Sizes, Per Each	\$,	4	0	0	.	0	0
Item 15	Remove and Reset Sign, Including New Post and Installation, Per Each	\$,	3	5	0	.	0	0
Item 16	Gravel Base and Sub-Base Course, Per Cubic Yard	\$,		2	8	.	0	0
Item 17	Hot Mix Asphalt Class 9.5 (1.5 inch), Per Ton	\$,	1	2	5	.	0	0
Item 18	Hot Mix Asphalt Class 12.5 (2-inch), Per Ton	\$,	1	2	5	.	0	0
Item 19	Cleaning and Sweeping Pavements, Per Square Yard	\$,			1	.	0	0
Item 20	Asphalt Emulsion Tack Coat, Per Square Yard	\$,			2	.	0	0
Item 21	Asphalt Overlay Geotextile Fabric, Per Square Yard	\$,			5	.	0	0
Item 22	Cleaning and Sealing Cracks in Bituminous Pavements, Per Linear Foot	\$,			1	.	2	5
Item 23	Seal Coating of Bituminous Pavements, Per Square Yard	\$,			2	.	1	0
Item 24	Bituminous Berm, RI Standard 7.5.1, Per Linear Foot	\$,			7	.	5	0
Item 25	Cement Concrete Sidewalk, RI Standard 43.1.0, Per Cubic Yard	\$,	4	0	0	.	0	0
Item 26	Bituminous Concrete Sidewalk, RI Standard 43.2.0, Per Ton	\$,	1	8	5	.	0	0

SECTION 000410 BID FORM

Pastore Center Parking Improvements
RFQ #7461301

DESCRIPTION OF SERVICES		CONTRACTORS UNIT COST								
Item 27	Wheelchair Ramp, RI Standard 43.3.0, Per Each	\$			7	5	0	.	0	0
Item 28	Wheelchair Ramp Limited Area, RI Standard 43.3.1, Per Each	\$			8	5	0	.	0	0
Item 29	Precast Concrete Curb, RI Standard 7.1.0, Per Linear Foot	\$			2	2	.	0	0	0
Item 30	Precast Concrete Transition Curb, RI Standard 7.1.2, Per Each	\$			2	5	0	.	0	0
Item 31	Precast Concrete Car Stops, RI Standard 7.2.4, Per Each	\$			7	5	.	0	0	0
Item 32	8-Inch HDPE Pipe, Per Linear Foot	\$			2	5	.	0	0	0
Item 33	12-Inch HDPE Pipe, Per Linear Foot	\$			4	0	.	0	0	0
Item 34	18-Inch HDPE Pipe, Per Linear Foot	\$			5	0	.	0	0	0
Item 35	Precast Concrete Catch Basin, RI Standard 4.2.0, Per Each	\$	2	.	0	0	0	.	0	0
Item 36	Round Catch Basin Grate, RI Standard 4.8.0, Per Each	\$	2	.	0	0	0	.	0	0
Item 37	Grass Swale, RI Standard 8.1.0, Per Linear Foot	\$			2	5	.	0	0	0
Item 38	Riprap R-3 and Bedding, Per Square Yard	\$			2	0	.	0	0	0
Item 39	Enter Catch Basin or Manhole, Per Each	\$			4	5	0	.	0	0
Item 40	Adjust Catch Basin or Manhole to Grade, Per Each	\$			3	5	0	.	0	0
Item 41	Adjust Curb Box and Gate (All Types) to Grade, Per Each	\$			7	5	.	0	0	0
Item 42	4-Inch Depth Loam and Seed, Per Square Yard	\$				6	.	0	0	0
Item 43	RIDOT Type 2 Residential Seeding, Per Square Yard	\$				2	.	0	0	0
Item 44	Signs, Sign Post and Installation, Per Square Foot	\$			7	5	.	0	0	0
Item 45	Temporary Protection Traffic Signs, Per Each	\$			5	0	.	0	0	0
Item 46	4-Inch Epoxy Resin Pavement Markings, White, Per Linear Foot	\$				1	.	1	0	0
Item 47	4-Inch Epoxy Resin Pavement Markings, Yellow, Per Linear Foot	\$				1	.	1	0	0
Item 48	8-Inch Epoxy Resin Pavement Markings, White, Per Linear Foot	\$				2	.	2	0	0
Item 49	12-Inch Epoxy Resin Pavement Markings, White, Per Linear Foot	\$				4	.	0	0	0
Item 50	Pavement Markings and Arrows, Per Each	\$			1	0	0	.	0	0
Item 51	Orange Snow Fencing, Per Linear Foot	\$				6	.	0	0	0
Item 52	Restoration of Temporary Parking Areas on Existing Grassed Areas, including soil tilling, 4 Inches of loam and seeding, per Square Yard	\$			1	2	.	0	0	0
Item 53	Temporary Pavement, Per Square Yard	\$			5	0	.	0	0	0
Item 54	Remove and Relocate Existing Dumpster, Per Each	\$			5	0	.	0	0	0

BID FORM

Section 000410 - Page 6 of 11

BIDDER agrees to be bound by the unit prices provided herein.

6. ACCEPTANCE and AWARD CRITERIA

This offer shall be open to acceptance and is irrevocable for ninety (90) days from the Bid closing date. If this Bid is accepted by the Owner within the time period stated above, the Contractor will:

- Execute the Agreement subject to compliance with required state regulatory agency approvals as described in the Invitation to Bid;
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders; and
- Commence work within three (3) calendar days after receipt of a Purchase Order from the Rhode Island Division of Purchases.
- Complete the Project in a manner suitable for acceptance by the owner prior to June 30, 2013.

Bid Surety shall be forfeited as damages to the Owner by reason of our failure, in addition to any and all legal remedies and rights of the Owner, including but not limited to, recovery of the difference between the Contractor's bid and the next lowest responsible bidder that is accepted by the Owner.

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.

ACCEPTANCE OF BID and AWARD

It is the intent of the Owner to award a Contract as prescribed in the document entitled "Solicitation Information" provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available for the construction budget. The Purchasing Agent shall have the right to waive ANY informalities and irregularities in a Bid received and to accept the Bid which, in the Purchasing Agent's judgment, is in the State's best interests and the Owner reserves the right to award the bid based on costs alone.

The Owner shall have the right to accept Alternates in any order and/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. The Owner has grouped the alternates in the order in which they would like to award the alternates, however as noted above the Owner has the right to award alternates in any order and/or combination as available funds may dictate what can be incorporated into the project.

Minority Business Enterprises: Pursuant to G.L. 1956 § 37-14.1-1, et seq., 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 five percent (5%) higher than the lowest responsive offer) for the product or service; or
- .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.

AWARD

Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of ninety (90) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the Purchasing Agent.

a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the State. The State reserves the right to determine those offers which are responsive to the Request or which otherwise serve its best interests.

b. The State reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the State may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the State to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the State may, at the option of the State, be

1. rejected as being non-responsive, or
2. set aside in favor of the State's terms and conditions (with the consent of the bidder), or
3. accepted, where the State Purchasing Agent determines that such acceptance best serves the interests of the State.

Acceptance or rejection of alternate or counter-offers by the State shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.

- d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.
- e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.
- f. The Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.
- g. The Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the State will be served by so doing.
- h. The Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.
- i. Preference may be given to bids on products raised or manufactured in the State, other things being equal.
- j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.
- k. The Purchasing Agent reserves the right to act in the State's best interests regarding awards caused by clerical errors by the Office of Purchases.

The Owner and Design Team will review all submissions. After review, one or more respondents may be invited to answer questions that allow the Owner and Design Team to determine which firm will be awarded the project based on the costs and confirmation that the Scope of Work is clear and that the Bid Costs includes all work. As such, the Bidder shall ensure that all key team members are available during the period of April 1, 2013 – April 22, 2013 for Scope of Review meeting that will assist the Owner and Design Team in determining the completeness of the proposals. Additionally, the Bidder shall be prepared to provide all required documents (i.e. Bond, Insurance, MBE and etc.) for prompt execution of the Contract. It is further understood that if such examination and review is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

7. CONTRACT TIME

If this Bid is accepted, we will achieve Substantial Completion of the Project by the dates outlined in the following table for as applicable while working within the Key Dates and Milestone periods delineated below.

SECTION 000410 BID FORM

**Pastore Center Parking Improvements
RFQ #7461301**

If this Bid is accepted, we will achieve Final Completion of the Project by the date of June 30, 2013 while working within the Key Dates and Milestone periods delineated below.

Description of Key Dates for Project Milestones are as follows based on Summary of Work in Section 010100 delineated as follows:

Start of Construction.....April 25, 2013

Date of Substantial Completion.....June 20, 2013

Substantial Completion represents the date that the contractor commences Punch List completion, and areas are utilized by Owner.

Date that Temporary Certificate of Occupancy IssuedN/A

This requirement will allow the Owner to start staffing the facility, but is not to be construed that the Contractor has achieved Final Completion for the project. All Warranty Work will be effective the date of final completion of the areas and spaces as mutually agreed to in writing by the Owner, Architect and the Contractor.

Date of Final Completion.....June 30, 2013

This is the date the Owner will officially open the facility for full operations and public access which shall be the date of Full and Beneficial Use. Issuance of Final Completion of the Facility will be considered at this time provided all punch lists are reasonably complete and there is no outstanding work to be completed.

8. Drawing and Contract Exhibits

Project Drawing and Technical Specifications have a Table of Contents that Serve as the list of Drawings and Project Documents

9. LIQUIDATED DAMAGES

"The Bidder (Contractor) acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed facilities as defined in the master schedule and Section entitled "Contract Time " in this Bid Form. It is the Owners intent to occupy the completed facilities as delineated in the project schedule Therefore, the Owner and the Contractor agree as set forth in the following paragraph.

If the Contractor fails to achieve milestones allowing the Owner to effectively and properly utilize completed facilities, in the periods delineated under Contract Time the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the actual costs for such delay, as follows...

The Owner reserves the right to "Actual Damages" which for the purposes of this section shall be defined as all associated costs to delay and/or utilize parking, pedestrian and parking areas including the costs of any and all labor and potential difference in cost between original owner proposals and potential costs differences due to premiums associated with these costs and ARE limited to remobilization to complete the work timely

as it is related and associated with such delay, including remobilization costs, design team fees, project management fees, shift premiums and other costs associated with such delays for those items outlined here-in. These damages shall be based on the actual documented costs for those items defined above.

The Owner may deduct liquidated damages described in the aforesaid from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner upon the demand of the Owner, from the Contractor and/or its surety."

The maximum liquidated damages payable shall be \$250,000.00.

11. BID FORM SIGNATURE(S)

The Bid Sum submitted for the Base Bid includes the totals for Allowances. Bid Alternates and Unit Costs are provided as the Bid Form requires.

J.H. Lynch & Sons, Inc.
(Bidder's name)
By: _____
Title: President
Corporate Seal:

THE CONTRACTOR SHALL PROVIDE AN AFFIDAVIT THAT THE PERSON WHO HAS AFFIXED HIS OR HER SIGNATURE TO THIS BID FORM IS ACTIVELY AND LEGALLY AUTHORIZED TO BIND THE FIRM CONTRACTUALLY.

THIS FORM MUST BE SUBMITTED WITH AND AFFIXED TO THE BID FORM.

END OF SECTION 000410



Certified Corporate Resolution

I, Ellen Kitchell, secretary of J. H. Lynch & Sons, Inc., a firm organized under the laws of the State of Rhode Island do hereby certify that the following is a true and correct copy of a resolution adopted at a meeting of the Board of Directors of the firm held and convened on December 12, 2012 at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolutions have not been modified, rescinded or revoked and are presently in full force and effect:

It was resolved that the following officers of the firm, Stephen P. Lynch Jr., President, David C. Lynch Sr., Senior Vice-President, Gregory P. Lynch Sr., Senior Vice-President, William Cabral, Treasurer, and Francis Foley, Vice President, or any one of them acting singly, may from time to time execute any and all necessary documents to carry on the business of the firm.

In witness whereof, the undersigned has affixed her signature and the Corporate Seal of the Firm, this 28th day of March, 2013.


Secretary

SECTION 000480

PROPOSED SUBCONTRACTORS

The Bidder shall state the names of all the subcontractors that he/she proposes to use:

(If none, write "None")

1. Proposed Subcontractor: MON Landscaping
Address: North Dartmouth, MA
Description of Work: Landscaping

2. Proposed Subcontractor: BTB Construction, Inc.
Address: South Walpole, MA
Description of Work: Curbing

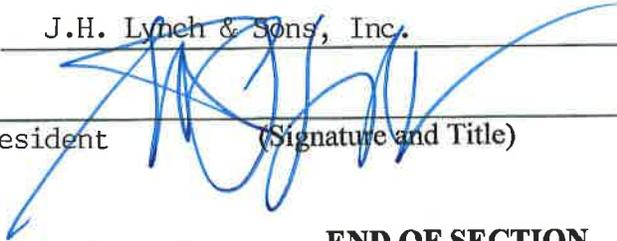
3. Proposed Subcontractor: New England Asphalt Services
Address: Northford, CT
Description of Work: Crackfilling, tack coat, paving fabric

(Attach Sheet of additional Subcontractors)

This is to certify that all names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed subcontractors have any conflict of interest with respect to this Contract.

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

BY: 
President (Signature and Title)

END OF SECTION



AIA[®] Document A305[™] – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Rhode Island Department of Administration Division of Capital Projects and Property Management

ADDRESS: One Capitol Hill Providence, RI 02908

SUBMITTED BY: J.H. Lynch & Sons, Inc.

NAME: Stephen P. Lynch, Jr.

ADDRESS: 50 Lynch Place, Cumberland, RI 02864

PRINCIPAL OFFICE:

Corporation

Partnership

Individual

Joint Venture

Other

NAME OF PROJECT: (if applicable) Pastore Center Parking Improvements

TYPE OF WORK: (file separate form for each Classification of Work)

General Construction

HVAC

Electrical

Plumbing

Other: (Specify)

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?
56

§ 1.2 How many years has your organization been in business under its present business name?
56

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: April, 1957

§ 1.3.2 State of incorporation: Rhode Island

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.3 President's name: Stephen P. Lynch, Jr.
§ 1.3.4 Vice-president's name(s) David C. Lynch, Sr.
Gregory P. Lynch, Sr.

§ 1.3.5 Secretary's name: Ellen Kitchell
§ 1.3.6 Treasurer's name: William Cabral

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:
§ 1.4.2 Type of partnership (if applicable):
§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:
§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. Rhode Island, Massachusetts & Connecticut
Highway & Heavy Construction

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Rhode Island, Massachusetts, Connecticut

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Excavation, drainage, sewer, water, asphalt paving, gravel base, site demolition, concrete work & bridge work.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

A complaint was issued by the EPA against the Company and MADOT (the parties) concerning alleged violations of a construction storm water permit. The parties deny any allegations of violations of law concerning the permit and

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? are currently in discussions e/EPA.

We filed suit against the payment bond of a Newport Navy Base contract

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See attached.

§ 3.4.1 State total worth of work in progress and under contract:

See attached.

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See attached.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

\$93,000,000.00

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See attached.

§ 4 REFERENCES

§ 4.1 Trade References:

See attached.

§ 4.2 Bank References:

Bank of America

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Liberty Mutual Insurance Company

§ 4.3.2 Name and address of agent:

Goodrich Blessing

One Harry Street

Cranston, RI

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: A financial statement is on file with the Rhode Island Department of Transportation

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses); \$28,038,073

Net Fixed Assets; \$10,907,890

Other Assets; \$14,003,616

DATE 1/23/2013

J H LYNCH & SONS, INC.
WORK TO COMPLETE

PAGE... 1

PROJECT NO.	PROJECT NAME / LOCATION	PRIME (P) OR SUB(S)	PROJECT DESCRIPTION	CONTRACT AMOUNT	DATE AWARDED	AMOUNT OF WORK COMPLETED	AMOUNT OF WORK REMAINING	EST. DATE OF COMPLETION
2001	275 STORKEY LAKE DRIVEWAY NORTH KINGSTON, RI	P		58,300	1/17/13	0	58,300	4/30/13
2971	TOWN OF WEST BRIDGEWATER 2012 WEST BRIDGEWATER, MA	P	PAVING	64,950	12/20/11	0	64,950	12/31/12
2997	RUBBER KING PARKING LOT DARTMOUTH, MA	P		61,788	12/13/12	36,213	25,575	5/31/13
2999	COENANT ST ER BRIDGE DOCTRANK PAWTUCKET, RI	S		40,000	1/18/13	0	40,000	3/01/13
1019	BROADWAY/BROAD ST PROVIDENCE PROVIDENCE, RI	P	IMPROVEMENTS	1,587,733	7/15/10	1,401,590	186,143	12/31/11
1025	2010 CITYWIDE PAVING PROVIDENCE PROVIDENCE RI	P	RESURFACING	998,013	9/09/10	722,079	275,934	12/05/10
1101	ROUTE 95 WALTHAM MA 67601 WALTHAM, MA	P	DRAINAGE IMP & BARRIER CONST	22,425,199	3/21/11	19,264,475	3,160,724	12/01/13
1113	HIGHLAND AVENUE CUMBERLAND CUMBERLAND, RI	P	BITUMINOUS CONCRETE PAVEMENT	209,678	6/29/11	180,992	28,686	12/31/11
1130	495 BRIDGEWATER HORTON 70919 BRIDGEWATER / NORTON, MA	P	REURFACE & RELATED WORK	12,341,675	12/12/11	6,151,048	6,190,627	10/01/15
1131	ASTLUM RD COLT PARK 2011CH071 BRISTOL, RI	P	PAVING & RELATED WORK	239,681	12/21/11	196,620	43,061	5/18/12
1133	TOWN OF ABLINGTON 2012 ABINGTON, MA	P	PAVING	308,550	12/20/11	262,672	45,878	12/31/12
1134	TOWN OF EASTON 2012 EASTON, MA	P	PAVING	688,713	12/20/11	217,445	471,268	12/31/12
1135	TOWN OF BAYBHAM 2012 RAYNHAM, MA	P	PAVING	230,150	12/20/11	152,364	77,786	12/31/12

PROJECT NO.	PROJECT NAME / LOCATION	PRIME (P) OR SUB(S)	PROJECT DESCRIPTION	CONTRACT AMOUNT	DATE AWARDED	AMOUNT OF WORK COMPLETED	AMOUNT OF WORK REMAINING	EST. DATE OF COMPLETION
1138	TOWN OF NORTON 2012 NORTON, MA	P	PAVING	497,250	12/20/11	73,684	423,566	12/31/12
3821	FRAN NORING LANE FRAN NORING LANE	P	FG & PAVE 3"	22,204	5/22/12	10,169	12,035	12/31/12
3822	RE-PAVING OF THE SHERMAN P/L URI - KINGSTON	P	RECONSTRUCT EXISTING P/L	420,276	7/31/12	0	420,276	11/20/12
3825	QDC 2012 ROADWAY IMPROVEMENTS QUONSET	P	1.5" BIT CONCRETE OVERLAYS	214,700	8/15/12	136,099	78,601	12/31/12
3828	HAMILTON ALLEN ASSOC. HAMILTON FARM CONDOS	S	GRADE, COMPACT, PAVE 3 1/2"	35,171	8/16/12	20,396	14,775	9/30/12
3831	EB PAVE 4" @ BLDG 2005 OLD HILL @ BLDG 2005	P	EXCAVATE GRADE & PAVE 4"	110,000	9/25/12	0	110,000	11/15/12
3837	BUTTERWORTH & SCHECK NARRAGANSETT	S	ASPHALT PATCHING	89,854	11/16/12	0	89,854	4/30/13
3838	MARKING CONSTRUCTION QUONSET POINT	S	GRADING AND PAVING	59,800	11/20/12	27,209	32,591	12/14/12
3840	WE LEASE IT BROADROCK ROAD	S	FINE GRADE & PAVE 4 INCHES	25,391	11/20/12	16,713	8,678	
5113	MILLBURY, TOWN OF FY2012 MILLBURY, MA	P	RESURFACING & RELATED WORK	345,000	7/27/11	287,776	57,224	6/30/12
5120	SUTTON, TOWN OF FY2012 SUTTON	P	PAVING BITUMINOUS CONCRETE	345,000	7/27/11	310,239	34,761	6/30/12
5132	SHERBORN TOWN OF FY2013 MAPC SHERBORN	P	RESURFACING; MILL AND PAVE	166,456	9/07/12	140,628	25,828	12/31/13
5133	TOWN OF SUTTON PAVING SUTTON	P	PAVING TOWN ROADWAYS	353,000	9/11/12	209,292	143,708	7/01/13

DATE 1/23/2013

J H LYNCII & SONS, INC.

PAGE... 3

WORK TO COMPLETE

PROJECT NO.	PROJECT NAME / LOCATION	PRIME (P) OR SUB(S)	PROJECT DESCRIPTION	CONTRACT AMOUNT	DATE AWARDED	AMOUNT OF WORK COMPLETED	AMOUNT OF WORK REMAINING	EST. DATE OF COMPLETION
5636	KT 9 BELMONT ST WEST WORCESTER WORCESTER MA	P	ROAD RECONSTRUCTION	4,169,747	12/29/11	1,629,395	2,540,352	6/30/13
5642	CITY SQUARE SITE WORK C/O B9 WORCESTER	P	FINISH SITE WORK	2,204,174	6/07/12	1,916,808	287,366	11/12/12
5648	AUBURN, TOWN OF FT13 ROADWAYS AUBURN, MA	P	RECON STR & RESURF ROADS	1,503,757	9/17/10	0	1,503,757	6/30/13
TOTALS FOR ALL LOCATIONS				49,816,204		33,363,906	16,452,304	



MAJOR PROJECTS UNDERTAKEN AND COMPLETED

<u>FINAL CONTRACT AMOUNT</u>	<u>JOB NAME WORK CLASSIFICATION</u>	<u>COMPLETION DATE</u>	<u>LOCATION</u>	<u>NAME & ADDRESS OF OWNER</u>
\$3,310,000	Construction of Taxiway C Extension, Block Island Airport	2007	New Shoreham, RI	Rhode Island Airport Corporation 2220 South County Trail East Greenwich, RI Cranston, RI
\$1,070,000	The Westin Hotel Foundation Excavation	2007	Providence, RI	The Procaccianti Group 1140 Reservoir Avenue Cranston, RI
\$5,600,000	Bridgewater/Raynham High School Site Work	2007	Bridgewater, MA	Bacon Construction 241 Narragansett Park Drive East Providence, RI 02916
\$1,343,000	Quonset Business Park Foliage Drive / All American Way Roadway and Infrastructure improvements	2007	N. Kingston, RI	Quonset Development Corporation 30 Enterprise Drive North Kingston, RI
\$7,800,000	Patriots Place (Gillette Stadium) Route 1 and Intersection Improvements	2007	Foxboro, Ma	Suffolk Construction Company 65 Allerton Street Boston, MA
\$425,000	Patriots Place (Gillette Stadium) Beach Street & North Street improvements	2007	Foxboro, Ma	Suffolk Construction Company 65 Allerton Street Boston, MA
\$499,000	North Central Airport Reconstruction of Taxiway A	2007	Lincoln, RI	Rhode Island Airport Corporation 2000 Post Road Warwick, RI
\$2,863,000	Burlingame Water System Water system upgrades throughout state park	2007	Charlestown, RI	RIDEM 235 Promenade Street Providence, RI

<u>FINAL CONTRACT AMOUNT</u>	<u>JOB NAME WORK CLASSIFICATION</u>	<u>COMPLETION DATE</u>	<u>LOCATION</u>	<u>NAME & ADDRESS OF OWNER</u>
\$668,000	Access Road Reconstruction Reconstruction of access road at an active landfill	2007	Johnston, RI	Rhode Island Resource Recovery Corporation 65 Shun Pike Johnston, RI
\$9,800,000	Convention Center	2007	Hartford, CT	Gilbane Building Company 7 Jackson Walkway Providence, RI
\$818,460	Block Island Airport	2007	Block Island	Rhode Island Airport Corporation 2000 Post Road Warwick, RI
\$1,484,187	City Streets, Wards 4 & 13	2007	Providence, RI	City of Providence Department of Public Works 700 Allens Avenue Providence, RI 02905
\$802,214	Cambridge School of Weston	2007	Weston, MA	Consigli Construction Co. 72 Sumner Street Milford, MA 01757
\$692,404	South Street Park Expansion	2007	Hudson, MA	Town of Hudson 78 Main Street Hudson, MA 01749
\$1,981,019	Pope Park	2007	Hartford, CT	City of Hartford Department of Public Works 525 Main Street Hartford, CT 06103
\$16,000,000	Lincoln Park Phase 2 A Site Work	2007	Lincoln, RI	BLB, Inc. 1600 Louisquissett Pike Lincoln, RI
\$3,332,000	Stop & Shop Site Work	2007	North Kingstown, RI	Stop & Shop Supermarket Co. 1385 Hancock Street Quincy, MA 02169
\$2,823,676.00	North Central Airport	2007	Lincoln, RI	Rhode Island Airport Corporation 2000 Post Road Warwick, RI

<u>FINAL CONTRACT AMOUNT</u>	<u>JOB NAME WORK CLASSIFICATION</u>	<u>COMPLETION DATE</u>	<u>LOCATION</u>	<u>NAME & ADDRESS OF OWNER</u>
\$10,695,150	Patriots Place (Gillette Stadium) North Retail Sitework	2008	Foxboro, MA	Suffolk Construction Co. 65 Allerton Street Boston, MA
\$242,926	Brown Nelson Fitness Site Enabling	2008	Providence, RI	Shawmut Design & Construction 3 Davol Square, Suite A275 Providence, RI 02903
\$5,112,000	Blackstone River Bikepath Segment 7A	2008	Lincoln, RI	RIDOT 1 Capitol Hill Providence, RI 02903
\$140,000	I-195 Electrical Relocation	2008	Providence, RI	National Grid 25 Research Drive Westborough, MA 01582
\$42,225	Fall River Credit Union	2008	Fall River, MA	National Grid 25 Research Drive Westborough, MA 01582
\$200,000	Pippin Orchard Culvert	2008	Cranston, RI	RIDOT Two Capitol Hill Providence, RI 02903
\$45,000	Vault Resurfacing	2008	Providence, RI	National Grid 25 Research Drive Westborough, MA 01582
\$13,000	Allens Ave.	2008	Providence, RI	National Grid 25 Research Drive Westborough, MA 01582
\$455,000	Foxboro Common Redesign	2008	Foxboro, MA	Mass Highway 10 Park Plaza Boston, MA
\$52,500	L-190 Extension Change Order	2008	Kingstown, RI	National Grid 25 Research Drive Westborough, MA 01582
\$6,891,247	Reconstruction of Rte. 1 & Rte. 4 West Allenton Road	2008	North & South Kingstown, RI	RIDOT 1 Capitol Hill Providence, RI 02903

<u>FINAL CONTRACT AMOUNT</u>	<u>JOB NAME WORK CLASSIFICATION</u>	<u>COMPLETION DATE</u>	<u>LOCATION</u>	<u>NAME & ADDRESS OF OWNER</u>
\$5,330,162	Northwest Bike Trail/ Woonasquatucket River Bikeway	2008	Johnston, RI	RIDOT 1 Capitol Hill Providence, RI 02903
\$3,269,175	Improvements to I-195 Exit 8 & Warren Ave.	2008	East Providence, RI	RIDOT 1 Capitol Hill Providence, RI 02903
\$987,777	2008 Paver Placed Elastomeric Surface Treatment	2008	Statewide	RIDOT 1 Capitol Hill Providence, RI 02903
\$5,387,288	Resurfacing & Related Work on a Section of I-295	2008	Attleboro & North Attleboro, MA	MassDOT 10 Park Plaza Boston, MA
\$2,002,000	Stop & Shop Store #433 Site Work	2008	Medford, MA	Stop & Shop Supermarket Co. 1385 Hancock Street Quincy, MA 02169
\$2,625,000	Improvements to Route 1 at Dean Street	2008	Plainville, MA	Developers Diversified Realty 3300 Enterprise Parkway Beachwood, OH 44122
\$727,000	Shaw's Market Asphalt Paving	2008	East Providence, RI	The Torrey Company 13 Messenger Street Plainville, MA
\$679,255	Town Streets	2008	Shrewsbury, MA	Town of Shrewsbury 100 Maple Avenue Shrewsbury, MA
\$1,898,811	Dana Farber Cancer Center	2008	Milford, MA	Consigli Construction Co. 72 Sumner Street Milford, MA 01757
\$3,960,042	Mass Pike Concrete Median Barrier & Paving	2008	Grafton, Westboro & Hopkinton, MA	Mass Turnpike Authority 668 South Ave Weston, MA

<u>FINAL CONTRACT AMOUNT</u>	<u>JOB NAME WORK CLASSIFICATION</u>	<u>COMPLETION DATE</u>	<u>LOCATION</u>	<u>NAME & ADDRESS OF OWNER</u>
\$5,114,000	Blackstone River Bikeway 4A	2008	Cumberland & Lincoln, RI	RIDOT 1 Capitol Hill Providence, RI 02903
\$7,777,000.00	Patriot Place	2008	Foxboro, MA	Suffolk Construction Co. 65 Allerton Street Boston, MA
\$685,892	The Shops at Quonset	2009	Quonset, RI	G. Lopes Construction 490 Winthrop Street Taunton, MA
\$7,047,710	Route 4 & Route 1	2009	North Kingstown & South Kingstown, RI	RIDOT 1 Capitol Hill Providence, RI 02903
\$4,398,823	Paving & Sidewalk Reconstruction	2009	Fall River, MA	City of Fall River One Government Center Fall River, MA
\$8,349,361	Walmart Site Work	2009	Worcester, MA	Gilbane Building Company 7 Jackson Walkway Providence, RI
\$1,236,324	Wampanoag Plaza Site work	2009	East Providence, RI	Emmes Group of Companies 420 Lexington Avenue, Ste.900 New York, NY 10170
\$798,449	Quonset Airport	2009	North Kingstown, RI	Rhode Island Airport Corporation 2000 Post Road Warwick, RI
\$1,008,002	Statewide Elastomeric Resurfacing	2009	Various Locations in RI	RIDOT 1 Capitol Hill Providence, RI 02903

<u>FINAL CONTRACT AMOUNT</u>	<u>JOB NAME WORK CLASSIFICATION</u>	<u>COMPLETION DATE</u>	<u>LOCATION</u>	<u>NAME & ADDRESS OF OWNER</u>
\$7,571,850	Brown University Task H7	2009	Providence, RI	Bond Brothers, Inc. 145 Spring Street Everett, MA
\$1,375,688.89	NAVFAC Utility Upgrades	2009	Newport, RI	Arden Engineering 505 Narragansett Park Drive Pawtucket, RI 02861
\$639,716.33	Mill Pond Dam Repairs	2009	Burriville, RI	Town of Burriville 65 Union Avenue Harrisville, RI 02830
\$3,096,602.59	Legacy Place - Offsite Improvements	2009	Dedham, MA	WS Development Associates, LLC 1330 Boylston Street Chesnut Hill, MA 02467
\$415,012.81	Neponset Reservoir Dam Rehab.	2010	Foxboro, MA	Neponset Reservoir Compnay 112 Washington Street East Walpole, MA 02032
\$278,000	General Dynamics Paving	2010	Taunton, MA	G. Lopes Construction 565 Winthrop Street Taunton, MA 02780
\$8,483,493.30	Roadway Reconstruction Pulaski Boulevard	2011	Bellingham, MA	MassDOT 10 Park Plaza Boston, MA
6,487,969.15	Roadway Reconstruction Route 115, Norfolk	2011	Norfolk, MA	MassDOT 10 Park Plaza Boston, MA
\$2,184,482.90	Roadway Reconstruction Route 140, Mansfield	2011	Mansfield, MA	MassDOT 10 Park Plaza Boston, MA
\$559,270.00`	Limerock Dam Reconstructon	2011	Lincoln, RI	Town of Lincoln 100 Old River Road Lincoln, RI 02865

<u>FINAL CONTRACT AMOUNT</u>	<u>JOB NAME WORK CLASSIFICATION</u>	<u>COMPLETION DATE</u>	<u>LOCATION</u>	<u>NAME & ADDRESS OF OWNER</u>
\$255,855.32	Resurfacing of Streets	2011	North Attleborough, MA	Town of North Attleborough 49 Whiting Street North Attleborough, MA 02760
\$49,401.90	Trench Milling & Resurfacing	2011	North Attleborough, MA	Town of North Attleborough 49 Whiting Street North Attleborough, MA 02760
\$220,041.38	Bituminous Concrete In Place	2011	Attleboro, MA	City of Attleboro 77 Park Street Attleboro, MA 02703
\$27,654.50	Salt Shed Roadway Reconstruction	2011	Smithfield, RI	Fidelity Investments PO Box 1380 Merrimack, NH 03054
\$504,200.00	Tucker Field Phase II	2011	Cumberland, RI	Town of Cumberland Park & Recreation 4097 Diamond Hill road Cumberland, RI 02864
\$39,899.88	Construction of New Parking Lot at Sycamore Landing	2011	Manville, RI	Blackstone River Watershed Council Friends of the Blackstone PO Box 8068 Cumberland, RI 02864
\$790,916.87	Kennedy Plaza Paving	2011	Providence, RI	RIPTA 705 Elmwood Avenue Providence, RI 02907
\$61,487.78	Trench Milling & Resurfacing	2011	North Attleborough, MA	Town of North Attleborough 49 Whiting Street North Attleborough, MA 02700

<u>FINAL CONTRACT AMOUNT</u>	<u>JOB NAME WORK CLASSIFICATION</u>	<u>COMPLETION DATE</u>	<u>LOCATION</u>	<u>NAME & ADDRESS OF OWNER</u>
\$1,365,000	Broadway/Broad Street Roadway & Traffic Signal Improvements	2011	Providence, RI	City of Providence, DPW Allens Avenue Providence, RI
\$741,700.00	Former Jamiel's Park Landfill Closure Phase 1 & 2	2011	Warren, RI	Town of Warren 514 Main Street Warren. RAI 02885



BACKGROUND OF MEMBERS IN ORGANIZATION

Stephen P. Lynch, Jr., President, is a graduate of URI with a degree in Civil Engineering and has supervised various state, municipal and private projects. He now heads the engineering and sales divisions.

David C. Lynch, Sr., Vice-President, is a graduate of Bryant College with a degree in Business Administration and has supervised various state and municipal projects. He now heads the construction division.

Harry E. Myers, III - General Construction Superintendent - has over 40 years of experience in all phases of construction.

William Cabral, Treasurer - Over 38 years of experience in construction accounting, he is the Financial Manager/Company Controller.

Armand L. Borges - Safety & EEO Officer – Over 24 years experience in developing, organizing and managing company subsidiaries safety program. Established all affirmative action/ EEO policies company wide.

Michael F. Hevey, P.E. – Senior Project Manager/Estimator with 33 years of experience in public and private sector projects including value engineering and design. Mr. Hevey has been Project Manager for numerous large commercial, retail and industrial site projects.

John O'Neill - Senior Project Manager/Estimator with 30 years of experience estimating/sales. Has his MBA from Bryant College. Mr. O'Neill has been project manager for numerous private projects.

Nidal Saliba, P.E. – Project Manager/Estimator - with 26 years of experience in cost control estimating and volumetric quantitative analysis. Mr. Saliba has been Project Manager for numerous RIDOT projects.

Paul Leofanti – Project Manager/Estimator – with 17 years of experience in highway and heavy construction and cost control estimating. Latest project includes Brown University Utility Relocation, Newport Navy Base Utility Relocation and several MassDOT projects.

Ed Loffredo – Project Manager/Estimator – A graduate of URI with a B.S. in Civil Engineering with 30 years of experience in highway and heavy construction, asphalt paving, utilities and bridges. Mr. Loffredo has been Project Manager for numerous RIDOT, MassDOT, CT DOT and private work.

James Dervay – Project Manager/Estimator – with 25 years of experience in heavy highway construction.

Peter Lynch – Project Manager, Plant Manager, and Aggregate Sales- A graduate of Salve Regina University with 20 years of experience in private, highway and asphalt paving as well as heavy construction and manufacturing of bituminous materials.

Patricia Donahue - Project Manager/Estimator – A graduate of Stonehill College with a B.S. in Business Administration with over 25 years of experience in the construction industry, with emphasis on heavy and highway construction and asphalt paving for the past 15 years. Ms. Donahue has been a Project Manager and Superintendent for both Rhode Island and Massachusetts municipalities as well as private work.

Ernest T. Barry - Project Superintendent - over 30 years of roadway, commercial and residential construction experience. US Air Force Civil Engineering experience included military and civilian runways. Multiple projects with RIDOT, RIAC, and MA DOT. Projects include North Central airport renovations updates; several emergency state road projects; I-195/ exit 8 road improvements and the Portsmouth enhancement project.

Scott M. O'Connor, P.E. – Project Superintendent – A graduate of URI with a B.S. in Civil Engineering and 14 years experience in public and private construction. Mr. O'Connor has recently managed several airport runway reconstruction projects, commercial and residential site developments, and utility projects.

Kevin Baldwin – Project Superintendent – Graduate of the University of Massachusetts at Dartmouth with a BS degree in civil engineering. 14 years of experience in public and private site and utility work as a construction superintendent. Recently completed projects include 3 landfill capping projects, 2 substation expansion projects for National Grid, and a seawall project for RIAC.

Chris Wesche - Project Superintendent – Graduate of Wentworth Institute of Technology with a Bachelor of Science Degree in Civil Engineering Technology. 6 years of experience in private and public site work, utility work and road resurfacing work. Recent completed projects include a 2.3 mile roadway reconstruction job for MassDOT, a 7 mile interstate resurfacing job for RIDOT, and a Substation improvement/expansion project for National Grid.

Jason LaForge – Project Superintendent – Graduate of the New England Institute of Technology with a Bachelors of Science in Construction Management. 8 years of field experience in public and private; site, utility and roadway reconstruction work. Recently completed projects include civil scope for the installation of two 3 mg water tanks, roadway reconstruction or resurfacing of over 100 lane miles in Rhode Island and Massachusetts as well as the civil scope for a 4 acre assisted living facility.



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References

Joe May
Project Manager
New Energy Alliance
(774) 463-1647

Robert Laurence, PE
Risk Manager
New Energy Alliance
(774) 463-1643

Tom Donnelly
Area Construction Engineer
Massachusetts DOT – District 3
(508) 929-3800

Mike Deverix
Area Construction Engineer
Massachusetts DOT – District 5
(508) 824-6633

Frank Corrao, III, PE
Deputy Chief Engineer
Rhode Island DOT
(401) 222-2468 x 4202

Kazem Farhoumand
Chief Engineer
Rhode Island DOT
(401) 222-2492 X 4100

Christos Xenophontos
Administrator
Rhode Island DOT
(401) 222-3260

Peter Paquette
Construction Supervisor
National Grid
(508) 243-5358

Ryan Hutchins
District Operations Manager
Gilbane Building Company
(401) 456-5800

Ahmed Shihadeh
Manager of Engineering
RI Airport Corporation
(401) 737-4000

Elio Di Biase
Project Manager
Bond Brothers
(617) 387-3400

James Sisson
Senior Construction Manager
Brown University
(401) 863-7850

Arthur Joubert
Senior Construction Project
Manager
Stop & Shop Supermarket
(617) 770-8700

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); \$11,602,808

~~Other liabilities~~ (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings). \$41,346,771

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:
Feeney & Foster, CPA's, April 19, 2012
Mendon Road, Cumberland, RI

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?
Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?
Yes

§ 6 SIGNATURE

§ 6.1 Dated at this 1 day of April, 2013

Name of Organization: J.H. Lynch & Sons, Inc.

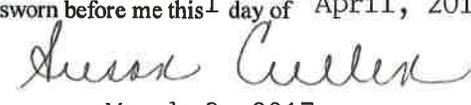
By: 

Title: President

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 1 day of April, 2013

Notary Public: 

My Commission Expires: March 3, 2017



AIA[®] Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J.H. Lynch & Sons, Inc.
50 Lynch Place
Cumberland, RI 02864

OWNER:

(Name, legal status and address)

State of Rhode Island and Providence Plantations
One Capitol Hill
Providence, RI 02908

BOND AMOUNT: \$

FIVE PERCENT OF THE AMOUNT OF THE ACCOMPANYING

PROJECT:

BID (5% of Bid)
(Name, location or address, and Project number, if any)

Pastore Center Parking Improvements
Pastore Government Center, Cranston, RI
#7461303

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance
Company
175 Berkeley Street
Boston, MA 02116

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

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

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

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

Ink.

Signed and sealed this

1st day of April 2013

Deanne Cullen
(Witness)

Donald L. Goodrich
(Witness) Donald L. Goodrich

J.H. Lynch & Sons, Inc.
(Contractor as Principal) (Seal)

By: [Signature]
(Title) Stephen P. Lynch, Jr., President
Liberty Mutual Insurance Company
(Surety) (Seal)

By: Joan A. Verardo
(Title) Joan A. Verardo, Attorney-in-Fact

Init.

American Fire and Casualty Company Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company Peerless Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein 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 pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of March, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: [Signature]
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 20th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: [Signature]
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation 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 Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that 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.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of April, 2013.



By: [Signature]
David M. Carey, Assistant Secretary

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

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

SECTION 000000 - SOLICITATION INFORMATION

**Solicitation Information
RFQ #7461303****Date: March 11, 2013****RFQ # 7461303****Title: Pastore Center Parking Improvements****Closing Date and Time: April 1, 2013 at 1:30 pm Local Prevailing Time**

Questions concerning this solicitation may be E-Mailed to the Division of Purchases to bidinfo@purchasing.ri.gov no later than **March 21, 2013 at 12:00 pm** Local Prevailing Time as time stamped by the server. Please clearly reference the Project Title and RFQ #7461303 on all correspondence. Questions received, if any, will be answered and posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

KEY INFORMATION**Closing Date and Time: April 1, 2013 at 1:30 pm Local Prevailing Time****BID SECURITY REQUIRED: YES... Five Percent (5%)****Mandatory Pre-Bid Conference.... YES****Date and Time: March 18, 2013 at 1:30 pm Local Prevailing Time****Location: RI Department of Administration
Conference Room B
One Capitol Hill
Providence, RI****Non-Mandatory Site Visit.... NO**

BOND REQUIRED..... YES

Prevailing Wage Project..... YES

MBE Requirement..... 10% Goal

NOTE: The last day to submit General Questions no later than **March 21, 2013 at 12:00PM** (noon) Local Prevailing Time by E-mail to bidinfo@purchasing.ri.gov. Please clearly reference the Project Title and RFQ number on all correspondence. Questions received, if any, will be answered and posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download information.

PLANS and SPECIFICATIONS:

Bidding Documents are available online on the Rhode Island, Division of Purchases website at www.purchasing.ri.gov

- A. **SCOPE OF WORK** All Labor, Material, Equipment, Services, Tools, Incidentals and Administration to complete the Pastore Center Parking Improvements, including but is not limited to: bituminous paving and sitework, landscaping, concrete sidewalks, concrete work, curb installation, berm installation, pavement geotextile/geomembrane installation, pavement removal, gravel base installation, drainage work, surface restoration, re-grading, fine grading, ADA accessible ramp installation, utility adjustments, pavement markings, traffic control, traffic protection, tree removal, tree protection, signage, specialties, miscellaneous equipment, miscellaneous furnishings, and miscellaneous tasks as listed within the Plans and the Project Manual.

Complete details of the scope of work are available on a CD **Dated January 2013**, which includes the Project Drawings and the Project Manual.

Potential Offerers are advised to review all sections of this solicitation carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

The intent of this Request for Qualifications is to identify and award the project to qualified General Contractors that are interested in providing the services necessary to complete the scope of work with quality and within the prescribed time frame.

Please note that Vendors/Bidders must register on-line at the State Purchasing Website at www.purchasing.state.ri.us.

The following information will be required within 7 calendar days of the tentative letter of award. The project cannot commence until a purchase order is issued which is your "notice to proceed". Failure to provide the required information within 7 days from the date of the tentative letter of award may result in your disqualification of contract award consideration.

Performance Bond and a Labor and Payment Bond in the amount equal to 100% of the contract award from a firm authorized to conduct business in the State of Rhode Island.

Liability and Property Damage and Workers Compensation in accordance with statutory requirements and other additional insurance as may be specified. The Certificate of Insurance must name the State of Rhode Island as Certificate Holder and as an "Additional Insured".

Auto liability coverage in the amount of \$1 million.

Environmental Impairment (AKA Pollution Control) - \$1 million or 5% of face amount of contract, whichever is greater.

Rhode Island Equal Opportunity Compliance Certificate & Agreement. For further information, call (401) 222-3090.

A completed "Minority Business Enterprise Plan". For further information, call (401) 574-8253 or visit the MBE website at www.mbe.ri.gov.

RIGL 37-13-3.1 State public works contract apprenticeship requirements states: "(a) Notwithstanding any laws to the contrary, all general contractors and subcontractors who perform work on any public works contract awarded by the state after passage of this act and 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". Please provide evidence of compliance with this law.

Lorraine Hynes
Administrator of Purchasing

NOTE TO OFFERERS:

Offers received without the entire completed three-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT the BIDDER CERTIFICATION FORM

SECTION 1 – INSTRUCTIONS AND NOTIFICATIONS TO OFFERERS:

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Department of Administration, Division of Capital Projects and Property Management is soliciting proposals for General Contractors, from qualified respondents, and in accordance with the terms of this Request for Qualifications (RFQ) and the State's General Conditions of Purchase, which is available at www.purchasing.ri.gov

To access the State's General Conditions of Purchase, enter our website, click on RIVIP, then click on General Information and then click on Rules and Regulations. Once the Rules and Regulations are displayed, scroll to the bottom of the page and double click on Appendix A, which contains the State's General Conditions of Purchase.

Once offerers have satisfied the requirements of the Division of Purchases bidders can gain access to the bid documents as prescribed in the "Instructions to Bidders" AIA Document A701. Bidders are encouraged to monitor the Division of Purchases website regularly as all official notifications of Addendum are posted there.

Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.

The State reserves the right to award to one or more respondent. The State also reserves the right to award this project based on cost alone.

All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the offerer. The State assumes no responsibility for these costs.

Proposals are considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.

All pricing submitted is to be considered fixed, unless otherwise indicated herein.

Proposals misdirected to other State locations or which are otherwise not present in the Office of Purchases at the time of opening for any cause will be determined to be late and may not be considered.

It is intended that an award pursuant to this request will be made to a General Contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals