

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

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFP Number:** 7461328A2  
**Bid/RFP Title:** CONSTRUCTION AND RENOVATIONS OF COLT STATE PARK FISHING PIER-  
 ADDENDUM 2 (13 PGS)  
**Opening Date & Time:** 4/30/2013 10:00 AM  
**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](http://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](http://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](http://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](http://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](http://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.

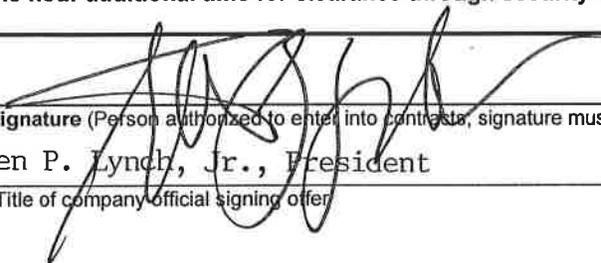
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Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the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

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

Date April 30, 2013

Stephen P. Lynch, Jr., President \_\_\_\_\_ Print  
Name and Title of company official signing offer

Fishing Pier Improvements at  
Colt State Park  
Bristol, RI

P & D PROJECT NUMBER 9-12

J.H. Lynch & Sons, Inc.

Name of Bidder

50 Lynch Place

Address

Cumberland, RI 02864

Address

05-0279873

FEIN No.

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

The undersigned proposes to furnish all labor and materials required for the **Fishing Pier Improvements at Colt State Park, Bristol, RI** in accordance with the accompanying Contract Documents, plans and specifications prepared by the Department of Environmental Management, Division of Planning and Development for the Bid Price specified below, subject to additions and deductions according to the terms of the contract documents.

#### A. ADDENDA

This bid includes Addenda numbered: 1 and dated: March 29, 2013

This bid includes Addenda numbered: 2 and dated: April 12, 2013

#### B. BASE BID

Total proposed Base Bid Price (Sum of items 1-6 below):

Seven hundred thirty thousand

two hundred fifty dollars and zero cents DOLLARS (\$ 730,250.00 )

(Price in Words)

(Numbers)

#### BASE BID BREAKDOWN

ITEM 1. General: This item shall include all costs necessary to satisfy all the General Contract Requirements and Bonds.

<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Bid Price</u>
LS	NA	\$ NA

TOTAL PRICE: One hundred thousand dollars and zero cents \$ 1000,000.00  
(Price in Words) (Price in Numbers)

ITEM 2. Demolition: This item shall include all labor, materials and incidentals required under the contract documents to remove and dispose all items labeled for removal.

<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Bid Price</u>
LS	NA	\$ NA

TOTAL PRICE: One hundred thirty-four thousand five hundred dollars and zero cents \$ 134,500.00  
(Price in Words) (Price in Numbers)

ITEM 3. Pier Improvements: This item shall include all labor, materials and incidentals required under the contract documents to construct the fishing pier improvements and related appurtenances. Work shall include piles, framing, decking, hardware, railings, benches and related items

	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Bid Price</u>
	LS	NA	\$ NA
TOTAL PRICE:	<u>Four hundred twenty-nine thousand five hundred dollars and zero cents</u> (Price in Words)		<u>\$ 429,500.00</u> (Price in Numbers)

ITEM 4. Float: This item shall include all labor, materials and incidentals required under the contract documents to construct a floating dock and related appurtenances. Work shall include piles, dolphins, gangway, float, hardware, and related items.

	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Bid Price</u>
	LS	NA	\$ NA
TOTAL PRICE:	<u>Fifty thousand dollars and zero cents</u> (Price in Words)		<u>\$ 50,000.00</u> (Price in Numbers)

ITEM 5. Bolt Replacement: This item shall include all labor, materials and incidentals required under the contract documents to replace deteriorated bolts of the existing pier as determined by the Engineer. Work shall include removal of the deteriorated bolt and replacement with new galvanized bolt of the same dimension.

	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Bid Price</u>
	EA	250	\$ 35.00
TOTAL PRICE:	<u>Eight thousand seven hundred fifty dollars and zero cents</u> (Price in Words)		<u>\$ 8,750.000</u> (Price in Numbers)

ITEM 6. Timber Replacement: This item shall include all labor, materials and incidentals required under the contract documents to replace deteriorated or rotted timbers of the existing pier as determined by the Engineer. Work shall include complete removal of the entire deteriorated member and replacement with a new timber member of the same material and dimension. Not to include members damaged by demolition.

	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Bid Price</u>
	BF	1,000	\$ 7.50
TOTAL PRICE:	<u>Seven thousand five hundred dollars and zero cents</u> (Price in Words)		<u>\$ 7,500.00</u> (Price in Numbers)

C. ALTERNATIVES:

There are no alternatives

PROJECT NAME	DATE	ARCHITECT/ENGINEER	CONTRACT PRICE
1. Wakefield Bridge Superstorm Sandy	2/18/13		\$ 259,031.31
2. Narragansett Seawall Reconstruction & Ocean Rd Repair	11/5/13		\$ 1,203,500.00
3. Hurricane Irene Narragansett Seawall Outfall Structure Repair			\$ 75,979.00
4. _____	_____	_____	\$ _____
5. _____	_____	_____	\$ _____

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

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

H. VIOLATION OF RI/DEM LAWS AND REGULATIONS

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

I. REQUIREMENT FOR LICENSE NUMBER

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

LICENSE NUMBER: 5430





State of Rhode Island and Providence Plantations

A. Ralph Mollis  
Secretary of State

Certification Number: 12082817580

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

J.H. Lynch & Sons, Inc.

a Rhode Island corporation, filed original articles of association in this office on

April 01, 1957

Effective

April 01, 1957

IT IS FURTHER CERTIFIED that as of this date said corporation is duly organized and existing under and by virtue of the laws of the State of Rhode Island and is in good standing according to the records of this office.

SIGNED AND SEALED ON

Friday, August 03, 2012

Secretary of State

Authorized Agent





## RI Contracts Last 5 Years

LYNCH Job #	RIDOT Contract	RIDOT Contract #	Contract Value
410	Route 114 Bristol - Warren	2004CH064	\$1,065,222.85
512	Northwest Bike Trail Providence	2005CH046	\$5,048,924.86
518	Park Avenue Portsmouth	2005CH034	\$2,190,828.80
528	Blackstone River Bikeway Lincoln - Woonsocket	2005CH059	\$4,652,110.26
603	Route 1 & 138 North Kingstown	2006CH001	\$6,981,418.79
903	Bikepath Bridge Repairs Warren	2009CH014	\$367,775.57
906	Stormwater Retrofit Providence - Johnston	2009CH041	\$798,211.97
912	Coventry Greenway East	2009CH008	\$1,594,421.28
915	Route 146 / 295 Frontage Roads Lincoln	2009CH095	\$609,999.99
917	Statewide Drainage C-3 Statewide	2009CH059	\$182,220.41
918	Nate Whipple Highway Cumberland	2009CH091	\$1,593,477.29
919	Elastomeric Paving Statewide	2009CR061	\$1,272,021.74
922	Signal Optimization Statewide	2009CT004	\$1,039,590.40
923	Safety Improvements Route 101 Foster - Scituate	2009CH035	\$1,392,723.85
926	IR High/Diamond Hill Cumberland	2009CH081	\$1,145,421.39
927	STC Signal Installations	2009CT082	\$555,555.55
928	Apponaug Circulator Improvements Warwick	2009CB099	\$316,150.00
1007	Route 102 Foster	2010CH021	\$2,684,866.31
1104	Route 116 Lincoln	2011CH026	\$2,407,937.99
1111	Blackstone River Bikeway Pawtucket - Providence	2011CH034	\$1,162,614.00
1112	Dunns Corner Westerly	2011CH025	\$2,460,957.67
1114	Route 95 Southern RI	2011CH035	\$7,502,917.46
1119	Louisquisset Pike Bridge Lincoln	2011CB066	\$375,370.00
1121	Route 146 Lincoln	2011CH072	\$1,520,906.57
1131	Asylum Road Colt State Park Bristol	2011CH071	\$239,680.58
1206	Pascoag Bridge 198 Burrillville	2012CB054	\$937,265.25
1222	Seawall Emergency Repair Narragansett	2012CH077	\$75,979.00
1226	Superstorm Sandy Seawall Narragansett	2013DF031	\$1,203,500.00
1229	Hurricane Sandy Beach Street Narragansett	2013DF038	\$436,500.00
1302	Repairs to Wakefield Bridge #20	2013CB011	\$259,031.31
2968	Route 12 Tunk Hill Scituate	2012CH026	\$36,300.00
3760	Laurel Avenue South Kingstown	2010DF016	\$44,925.00
3494	Route 112 Richmond - Charlestown	2004CH044	\$1,394,061.40
3766	South County Bikepath Narragansett	2010CH007	\$760,317.24
3799	Route 1A Charlestown	2011CH044	\$1,834,094.40

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

DATE: April 30, 2013

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

BY:   
Signature  
Stephen P. Lynch, Jr. President  
Print Name Title

BUSINESS ADDRESS: 50 Lynch Place  
Cumberland, RI 02864  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: ( 401 ) 333-4300

FEIN NO.: 05 - 0279873

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

**SECTION 00610**  
**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

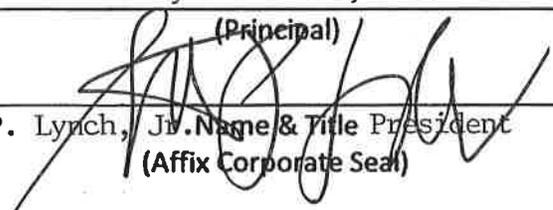
That we, J.H. Lynch & Sons, Inc., as  
Principal, and Liberty Mutual Insurance Company, as  
Surety, are held and firmly bound unto the State of Rhode Island, as Oblige, in the sum of  
FIVE PERCENT OF THE AMOUNT OF THE ACCOMPANYING BID dollars  
(\$ 5% of Bid ), well and truly to paid, and for the payment of which we and each  
of us hereby bind our self, our heirs, executors, administrators, successors and assigns, jointly  
and severally, firmly by these presents.

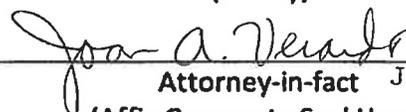
Whereas, the Principal has submitted a Bid for Improvements to the Fishing Pier at Colt  
State Park, Bristol, RI.

NOW, THEREFORE, if the State of Rhode of Island shall accept the bid of the Principal  
and the Principal shall enter into a Contract with the State of Rhode Island in accordance with  
the terms of such bid, and give such bond or bonds as may be specified in the bidding or  
Contract Documents with good and sufficient surety for the faithful performance of such  
Contract and for the prompt payment of labor and material furnished in the prosecution  
thereof, or in the event of the failure of the Principal to enter such Contract and give such  
bond or bonds, if the Principal shall pay to the State of Rhode Island the difference not to  
exceed the penalty hereof between the amount specified in said bid and such larger amount  
for which the State of Rhode Island 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.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this  
instrument at Providence, Rhode Island, this 10th day of April 2013

  
Witness

J.H. Lynch & Sons, Inc.  
(Principal)  
By:   
Stephen P. Lynch, Jr. Name & Title President  
(Affix Corporate Seal)  
Liberty Mutual Insurance Company  
(Surety)

By:   
Attorney-in-fact Joan A. Verardo  
(Affix Corporate Seal Here)

FEIN No. 05-0371621  
(Attach Power of Attorney to this Bond)

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: 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: K.D. 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 10th day of April, 2013.



By: 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.