

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

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFP Number:** 7484367A1  
**Bid/RFP Title:** STATE HOUSE PARKING LOT PAVING AND RESURFACING-LEGISTATOR'S LOT, ADDENDUM 1 (18 PGS & ZIP FILE)  
**Opening Date & Time:** 8/20/2013 11:00 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.**

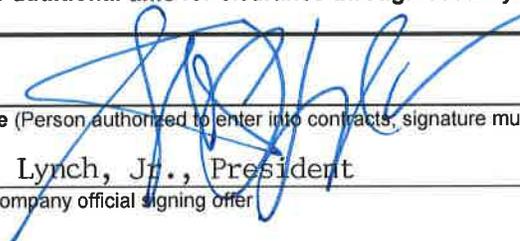
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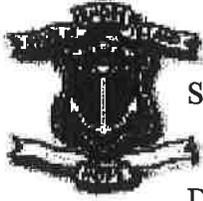
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**Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with 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 August 20, 2013

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



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

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

August 7, 2013

**ADDENDUM NUMBER ONE**  
**RFQ # 7484367**

**TITLE: State House Parking Lot Paving and Resurfacing-Legislator's Lot**

**Closing Date and Time: 8/20/2013 at 11:00am**

**Per the issuance of this ADDENDUM #1 (18 pages, including cover sheet and one file on disc) the following change(s) are noted:**

**Specification Change /Addition / Clarification**

**This addendum clarifies some points in the original bid posting and answers questions which were submitted on line (accepted until 5pm on 8/6/2013).**

**This addendum includes a letter from the Department of Environmental Management.**

**This addendum includes the Physical Alteration Permit Application (from the Department of Transportation).**

**Please take note of the instructions attached to this addendum, as they relate to submitting bids for Public Works Projects in excess of \$500,000.00. (This is NOT related to the Quest Lite System that the Department of Transportation uses). Failure to comply with these instructions will result in your bid being deemed non-responsive.**

**No further questions will be accepted.**

\*\*\*ADDENDUM ONE\*\*\*

**BID NUMBER 7484367**  
**Legislator's Parking Lot Replacement**  
**Rhode Island State House**  
**82 Smith Street**  
**Providence, RI**

**August 7, 2013**

**NOTICE:**

This Addendum modifies, amends and supplements designated part of the CONTRACT DOCUMENTS for the project identified as "Legislator's Parking Lot Replacement, Rhode Island State House", 82 Smith Street, Providence, Rhode Island, dated June 14, 2013 is hereby made a part thereof by reference, and shall be as binding as though inserted in its entirety in the locations designated hereunder. It shall be the responsibility of the Contractor to notify all subcontractor and suppliers he proposes to use for the various parts of the work of any changes or modifications contained in this Addendum. No claim for additional compensation due to lack of knowledge of the contents of this Addendum will be considered.

**SPECIFICATIONS**

1. Section 00 42 13 Bid Form  
Delete Section in its entirety and insert new Section 00 42 13 (see attached).
2. Section 01 10 00 Summary  
Article 1.05 Contractor Use of the Premises

Paragraph A

Delete sentence in its entirety, as follows:

"The owner has made the contractor aware that other site work (South Plaza Work) will be performed on site during this project and must coordinate their work schedule around other contractors work on site."

Sub-paragraph 2)

Delete in its entirety and insert as follows:

"2) Electronic Entry Gate assembly relocated within 21 calendar days."

3. Section 32 12 00 Bituminous Paving

Article 3.6 Special Instructions

Add the following:

"B. The placement of the final finish pavement layer shall be performed during one continuous operation such that the entire parking area is started and completed in one continuous paving operation and under no circumstances is the process to cease once it has been initiated."

**RFI Questions:**

1. Question: There are references in the specifications to Town of Cumberland Requirements. Is there an error?

*Response: Yes, delete all reference to "Town of Cumberland" from Specification Section 32 13 00, Concrete Sidewalks.*

\*\*\*ADDENDUM ONE\*\*\*

PAGE 1 OF 2

2. Question: I see there is a specification for a segmented wall for the tree wells. I do not see any of these tree wells called out on the plans. We would need elevations and locations etc. if this is the case.

*Response: Delete all reference to segmented wall for tree wells. Tree wells were removed prior to bid.*

3. Question: In the specifications for ledge removal there is supposed to be a \$750.00 allowance carried in the bid. Is this correct? There is no other mention of this in the Bid Documents.

*Response: Delete all reference to ledge removal allowance.*

4. Question: Temporary erosion controls mentions the A/E can add additional erosion controls to the jobsite. Will these be paid on a force account basis?

*Response: Any additional erosion control above and beyond required by construction documents shall be by change order approved by Architect and Owner.*

5. Question: There are references to an electronic gate and assembly. Could you please provide a plan, details and specification illustrating this gate?

*Response: The electronic gate and assembly is new and existing and shall be relocated as indicated on drawings.*

6. Question: Is there any boring information pertaining to the existing material below the asphalt?

*Response: See attached soil borings and refer to locations on Drawing C2.0.*

**NOTICE TO ALL CONTRACTORS:**

Contractors shall call our office to verify number of Addendum issued at least 24 hours in advance of bid submission. Failure to acknowledge receipt of this addendum on the bid form may, at the sole discretion of the Owner, serve as justification to reject bid.

END OF WRITTEN ADDENDUM

## SECTION 00 42 13 - BID FORM

TO: State of Rhode Island  
Department of Administration  
Office of Purchases  
One Capitol Hill  
Providence, RI 02908-5859

PROJECT: **Legislator's Parking Lot Replacement**  
**Rhode Island State House**  
Providence, Rhode Island

DATE: August 20, 2013

SUBMITTED BY: J.H. Lynch & Sons, Inc.  
(include address 50 Lynch Place  
tel. no., and Cumberland, RI 02864  
license no. as 401-333-4300  
applicable) License #8430

## 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 dated June 14, 2013 prepared by Edward Rowse Architects, Inc., Architect for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the sum of:

\$	8	5	8	,	0	0	0	.	0	0
----	---	---	---	---	---	---	---	---	---	---

(Numeric)

Eight hundred fifty-eight thousand dollars and zero cents  
(Written)

WE HAVE INCLUDED THE REQUIRED BID SURETY AS REQUIRED BY THE INVITATION TO BID. THE CONTRACTOR ACKNOWLEDGES ALL WORK REGARDING THE FRONT ENTRANCE SHALL BE PERFORMED PRIOR TO 7:30 AM OR AFTER 5:00 PM. NO PARKING LOT ENTRANCE WORK SHALL BE PERFORMED FROM 7:30 AM TO 5:00 PM MONDAY THRU FRIDAY. THE CONTRACTOR SHALL MAINTAIN 75 PARKING SPACES DURING CONSTRUCTION FOR STATE EMPLOYEES.

## 2. 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 August 7, 2013 Addendum No. 2, dated \_\_\_\_\_  
Addendum No. 3, dated \_\_\_\_\_ Addendum No. 4, dated \_\_\_\_\_

## 3. ACCEPTANCE

This Bid shall be irrevocably open to acceptance for 90 days from the Bid closing date. If this Bid is accepted by the Owner within 90 days, we will:

Execute the Agreement subject to compliance with required State regulatory agency approvals as described in the Invitation to Bidders.

Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.

Commence work within seven (7) days after receipt of a Purchase Order.

If this bid is accepted within 90 days, and we fail to commence the work, or we fail to provide the required bond (s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited to the amount of lesser of the value of the security deposit, or of the difference between this Bid and the Bid upon which the Contract is signed.

In the event our Bid is not accepted within 90 days, the required security deposit shall be returned to the undersigned, in compliance with provisions of the "Instructions to Bidders"; unless a mutually satisfactory arrangement is made in writing for its retention and validity for an extended period of time.

4. CONTRACT TIME

If this bid is accepted, we will complete the work in Base Bid No. One in 60 calendar days from receipt of a Purchase Order. Contract time will be mutually extended if additional work is included.

5. UNIT PRICES: BIDDER agrees to be bound by the following unit prices.

The following Unit Prices, if accepted in the award of this Contract, shall be used in establishing the adjustment of Contract Price for additions to or deductions from the Work in accordance with the applicable section of the General Conditions. Unit Prices listed shall include all costs, profit and overhead, and no further surcharges are to be added to any Unit Price item of Work that may be order done. Work omitted from the contract will be calculated at 100 percent of the additional work unit prices.

Unit prices for fabricated items shall include all necessary connections and fastenings required to produce complete framing assemblies.

BIDDER agrees that the below listed unit prices will not contain anything to alter or void the Lump Sum Proposal and that applicable contents of this Proposal shall be binding on the unit prices and the work involved whether or not it be specifically stated.

All work covered by the unit prices enumerated below shall be performed in accordance with requirements of the specifications.

ITEMS OF WORK	UNIT PRICE
1. Engineered Fill	\$ <u>25.00</u> /c.y.

**REQUIREMENT FOR LICENSE NUMBER:**

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

**LICENSE NUMBER:** 8430

**6. BID FORM SIGNATURES**

J.H. Lynch & Sons, Inc.

(Bidder's printed name)

CORPORATE SEAL

By:

(Signature)

Title:

President

END OF SECTION 00 42 13



HAMMER

# Allstate Drilling Co.

EAST PROVIDENCE, R.I. 02916

SHEET 1 OF 1

LOCATION PROVIDENCE

HOLE NO. B-2

LINE & STA. \_\_\_\_\_

OFFSET \_\_\_\_\_

CASING: WT. -- FALL ---

SAMPLER: WT. 140 FALL 30

CLIENT: CAPUTO & WICK, LTD.

PROJECT: STATE HOUSE - PARKING LOT

Inspector \_\_\_\_\_

Driller: R. COOK, JR.

Helper: S. TEALER

SAMPLER I. D. 1 3/8"

CASING I. D. ---

ALLSTATE NO. Y-136

DATE, START 02/03/10

DATE, FINISH 02/03/10

GROUND ELEVATION \_\_\_\_\_

GROUND WATER DEPTH DRY

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NO DEPTH & ELEV. FT.	TYPE OF SAMPLE	PENETRATION BLOWS PER 6 INCHES	DENSITY OR CONSIST	PROFILE CHANGE DEPTH	FIELD IDENTIFICATION OF SOILS, REMARKS <small>REMARKS INCLUDE COLOR, GRADATION, TYPE OF SOIL, ETC ROCK COLOR, TYPE, CONDITION, HARDNESS, DRILLING TIME, SEAMS, ETC.</small>
0		0-2.0	D-1	21*-23*-27-31	VERY DENSE	0.3	ASPHALT
	A						F-M DK-LT BR SAND, LITTLE F-M GRAVEL, little silt, TR OF LOAM-FILL
	U						
	G						
	E						
	R	5-7.0	D-2	10-9-10-12	MED. DENSE		
	S						
-10		10-12.0	D-3	1-2-3-3	LOOSE	10.0	
						13.8	F-M LT BR SAND, TR OF C SAND, TR OF F GRAVEL, tr of silt-fill
		15-17.0	D-4	10-12-13-16	MED. DENSE		F-M LT BR SAND, TR OF C SAND, TR OF C GRAVEL, tr of silt
-20		20-22.0	D-5	14-14-14-21	MED. DENSE	25.1	
		25-27.0	D-6	14-13-15-18	DENSE	27.0	F LT BR SAND, tr of silt
-30							END OF BORING - 27.0'
-40							

\*DENOTES 300 # HAMMER

GROUND SURFACE TO 25.0 FT. USED AUGER CASING: THEN SAMPLE SPOON

HOLE NO. B-2

Type of Sample  
 D = Dry O = Cored W = Washed  
 UP = Undisturbed Piston  
 TP = Test Pit A = Auger  
 US = Undisturbed Shelby  
 V = Vane Test

Proportions Used  
 trace 0 to 10%  
 little 11 to 20%  
 some 21 to 35%  
 and 36 to 50%

Penetration Resistance  
 140 lb. Wt. Falling 30" on 2" O.D. Sampler  
 Cohesionless Density Cohesive Consistency  
 0-4 Very Loose 0-2 Very Soft  
 5-9 Loose 3-4 Soft  
 10-29 Med Dense 5-8 M/Stiff  
 30-49 Dense 9-15 Stiff  
 50+ Very Dense 16-30 V/Stiff  
 31+ Hard

Summary  
 Earth Boring 27.0'  
 Rock Coring ---  
 Samples D-6





**RHODE ISLAND  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

235 Promenade Street, Providence, RI 02908-5767

TDD 401-222-4462

July 11, 2013

Marco Schiappa, P.E. Associate Director  
Department of Administration  
Division of Facilities Management  
One Capitol Hill  
Providence RI 02908

**RE: Rhode Island Pollutant Discharge Elimination System (RIPDES) General Permit for Stormwater Discharge Associated with Construction Activity (CGP)**  
RI State House Legislator's Parking Lot,  
130 Smith Street Providence, RI  
RIPDES Application No.: RIR100856  
UIC No.: 001494

Dear Mr. Schiappa:

Enclosed is your final amended authorization to discharge stormwater associated with construction activity under the Rhode Island Pollutant Discharge Elimination System (RIPDES) Program. The Authorization to Discharge should be attached to your copy of the 2008 RIPDES General Permit for Stormwater Discharge Associated with Construction Activity (2008 Construction General Permit), which you already have on file, and be kept on-site as verification of authorization to discharge. All terms and conditions outlined in the 2008 Construction General Permit must be met. Any permit non-compliance constitutes a violation of Chapter 46-12 of the Rhode Island General Laws of 1956, as amended, and is grounds for enforcement. For future references and inquiry, your permit authorization number is **RIPDES No. RIR100856**.

Your project application, including plans dated June 24, 2013, has been reviewed for compliance with the RIDEM Groundwater Discharge Program. This correspondence serves as official notification that the project as designed, and which is subject to the conditions below, is in compliance with the Groundwater Discharge Program.

Please note the following conditions:

- 1) Any alterations or modifications to the stormwater system from that approved herein, including permanent closure, must be reviewed and approved by RIDEM prior to being effected.
- 2) The property owner/applicant shall periodically inspect, clean, and maintain the stormwater collection and disposal system to ensure proper performance of all components as specified in the approved O & M document dated June 2013.
- 3) This Groundwater Discharge/UIC Program registration to construct and install the stormwater system is subject to tolling pursuant to RI General Laws 42-17.1-2.5 and shall expire on July 1,

Mr. Marco Schiappa  
July 11, 2013  
Page 2 of 2

2019.

RIDEM strongly recommends that you obtain written assurances from contractors or subcontractors retained to undertake construction activity that they will comply with all applicable requirements of the 2008 Construction General Permit. Owners and operators of construction sites authorized to discharge under the 2008 Construction General Permit are encouraged to participate in the RIDEM's Voluntary CONSTRUCTION SITE STORMWATER COMPLIANCE PROGRAM. More detailed information about the program can be found on the RIDEM's Office of Customer and Technical Assistance (OCTA) website:

<http://www.dem.ri.gov/programs/benviron/assist/ms4/index.htm>.

Participation in this program will ensure that your construction site is less likely to cause environmental impacts due to erosion or impact the local drainage system and is prepared for regulatory compliance inspections. If you would like to discuss how you might participate in the voluntary program, please call Michelle McCaughey from the RIDEM – Office of Technical and Customer Assistance at (401) 222-6822 ext. 7269 or Brian Lafaille from the RIDEM – Office of Water Resources RIPDES Permitting Program at (401) 222-4700 ext. 7731.

If you have any questions regarding the 2008 Construction General Permit or the contents of this letter, you may contact me at (401) 222-4700, ext. 7202.

Sincerely,



Eric A. Beck, P.E.  
Supervising Sanitary Engineer  
RIPDES Permitting Program  
Office of Water Resources

Enclosure

cc: Scott Hobson, Caputo and Wick LTD  
Traci Pena, RIDEM  
Annie McFarland, DEM/OWR  
Ernie Panciera, Groundwater/ UIC

Permit No. RIR100856

**AUTHORIZATION TO DISCHARGE UNDER THE  
RHODE ISLAND POLLUTANT DISCHARGE ELIMINATION SYSTEM  
2008 General Permit for Stormwater Discharge Associated with Construction Activity**

In compliance with the provisions of Chapter 46-12 of the Rhode Island General Laws, as amended,

**Department of Administration  
Division of Facilities Management  
One Capitol Hill  
Providence RI 02908**

is authorized to discharge Stormwater Associated with Construction Activity from a facility located at

**RI State House Legislator's Parking Lot,  
130 Smith Street Providence, RI**

to receiving waters named

**Moshassuck River &  
Woonasquatucket River**

in accordance with the conditions and requirements set forth in the 2008 General Permit for Stormwater Discharge Associated with Construction Activity.

In accordance with Part I.C.2 of the 2008 General Permit for Stormwater Discharge Associated with Construction Activity, coverage shall become effective on the date of signature.

Coverage under the General Permit for Stormwater Discharge Associated with Construction Activity and the authorization to discharge should expire at midnight, on September 25, 2013.

The issuance of this authorization does not relieve the permittee from compliance with any other applicable laws or regulations administered by the Department of Environmental Management or any other governmental entity.

Signed this 11<sup>th</sup> day of July, 2013



**Eric A. Beck, P.E.  
Supervising Sanitary Engineer  
RIPDES Permitting Program, Office of Water Resources  
Rhode Island Department of Environmental Management  
Providence, Rhode Island**

CD

JUL - 8 2013

DO NOT WRITE IN THIS BOX

APPLICATION NUMBER	130709
DATE	7/29/2013



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**  
**Department of Transportation**  
**PHYSICAL ALTERATION PERMIT APPLICATION**  
**(PLEASE PRESS FIRMLY YOU ARE MAKING 5 COPIES)**

**APPLICANT:** State of Rhode Island, c/o Marco Schiappa, PE  
(PERMITTEE) PRINT NAME SIGNATURE AND DATE  
Department of Administration, One Capitol Hill, Providence, RI 02908  
APPLICANT'S ADDRESS PHONE NUMBER (401) 222-5717

**PROPERTY OWNER:** State of Rhode Island  
PRINT NAME SIGNATURE AND DATE  
One Capitol Hill, Providence, RI 02908  
PROPERTY OWNER'S ADDRESS PHONE NUMBER (401) 222-5717

**DEVELOPER:** State of Rhode Island  
PRINT NAME (IF BUSINESS, PRINT NAME OF OWNER OR PRINCIPAL) SIGNATURE AND DATE  
One Capitol Hill, Providence, RI 02908  
DEVELOPER'S ADDRESS PHONE NUMBER (401) 222-5717

**ENGINEER:** Caputo and Wick Ltd., c/o Allan L. Shear, PE  
PRINT NAME SIGNATURE AND DATE  
1150 Pawtucket Avenue, Rumford, RI 02916  
ENGINEER'S ADDRESS PHONE NUMBER (401) 434-8880

**TYPE OF APPLICATION:**  SINGLE FAMILY  MULTIPLE UNIT RESIDENTIAL  COMMERCIAL  OTHER

**LOCATION OF WORK** RI State House, AP 4, Lot 231, 130 Smith Street, Legislator's Parking Lot, Providence, RI  
(BE SPECIFIC - HIGHWAY, MUNICIPALITY, STATION, POLE NUMBER, ADDRESS, ETC.)

**DIRECT TIE-IN TO STATE DRAINAGE SYSTEM? YES / NO:** "Yes" (Existing drain line and structure present)  
**IF YES, provide coordinates:** 41.831550 -71.413990 **COORDINATE SYSTEM (CIRCLE ONE):**  
LATITUDE LONGITUDE RI STATE PLANE/NAD 83 DECIMAL DEGREE/WGS84

**PURPOSE OF PERMIT** To widen existing driveway opening at Smith Street.  
ATTACH SEPARATE SHEET IF NECESSARY

**I HEREBY CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREBY AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION, I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION UNDER THE AUTHORITY OF THE RHODE ISLAND GENERAL LAWS OF 1956.**

**APPLICANT SIGNATURE:** [Signature] **DATE** 7-3-13  
DO NOT WRITE BELOW THIS LINE

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**  
**DEPARTMENT OF TRANSPORTATION**  
**PHYSICAL ALTERATION PERMIT**

*This permit valid for one year from the date of approval, subject to the conditions listed below and attached:*  
**CONDITIONS OF APPROVAL:**

**THIS PERMIT'S INTENT IS ONLY TO GIVE PERMISSION FOR DRAINAGE TIE-INS & DRIVEWAY CURB CUTS. ANY OTHER WORK PERFORMED ON STATE PROPERTY SUCH AS GAS, WATER, OR SEWER LINES WILL REQUIRE A UTILITY PERMIT FROM THIS OFFICE @ (401) 222-6765, EXT. 4879. ANY DAMAGE TO STATE PROPERTY CAUSED BY CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE DEPARTMENT.**

HIGHWAY & BRIDGE MAINTENANCE	TRANSPORTATION DEVELOPMENT
APPROVED <input checked="" type="checkbox"/> <u>[Signature]</u> 7/29/13	APPROVED <input checked="" type="checkbox"/> <u>[Signature]</u> 7/23/13
DENIED <input type="checkbox"/>	DENIED <input type="checkbox"/>
ADMINISTRATOR	CHIEF ENGINEER

## COMMERCIAL REQUIREMENTS

### Traffic Control Requirements for Permits

The permittee is required to protect workmen, motorists, and pedestrians at all times. Traffic control must be in place at any time work is being performed on or adjacent to the roadway. The traffic control must conform to the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). The Director or his designee will order a suspension of any work on the state roadways which does not conform to the MUTCD until a traffic control plan is submitted, approved, and implemented.

### PHYSICAL ALTERATION PERMIT CONDITIONS

ALL CONSTRUCTION AND FURNISHINGS OF MATERIALS ARE THE RESPONSIBILITY OF THE APPLICANT.

THE SUPERVISOR AT THE East Providence MAINTENANCE FACILITY MUST BE NOTIFIED 48 HOURS BEFORE COMMENCING OPERATIONS. THE TELEPHONE NUMBER IS 431-5401. NO WORK IS TO BE DONE ON WEEKENDS WITHOUT THE WRITTEN PERMISSION OF THIS DEPARTMENT.

THE PERMITTEE HAS ONE YEAR FROM THE DATE OF APPROVAL TO COMPLETE THE PHYSICAL ALTERATION(S) PERMITTED HEREIN. APPROVAL IS GIVEN SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

During the progress of work, the permittee shall protect all structures under and above the ground from damage. The permittee is responsible to safeguard the traveling public from injury caused by the physical alteration provided herein, both during the alteration process and thereafter. The permittee is responsible for all injuries to persons and damages to property due to or resulting from any work done under this permit or any condition caused thereby. The permittee shall maintain public liability insurance (death, personal injury, and property damage) in amounts not less than five hundred thousand dollars (\$500,000.00) per person and one million dollars (1,000,000.00) per accident or occurrence, while work authorized hereunder is being performed, and shall name Rhode Island Department of Transportation as a co-insured on said policy, which policy it shall make available to RIDOT for examination upon request. In the event that the permittee has said work done by a contractor, then and in that event it shall be permissible for the permittee to require the contractor to provide said insurance, subject to the same requirements outlined above. After the work permitted under this permit has been performed, the permittee, his heirs and assigns shall remain liable for all injuries to persons and damages to property resulting from any work done under this permit or any condition caused thereby, and the permittee, his heirs and assigns shall indemnify and hold harmless the State of Rhode Island in the event that any claims are brought against the State therefore. All areas affected by permittee's work hereunder shall be repaired by permittee so as to meet with the approval of RIDOT's Road Maintenance Supervisor.

The permittee hereby ensures that in no event shall the State of Rhode Island or RIDOT be held liable for damage to property or injury to persons resulting from the work to alter or subsequent existence of physical alteration authorized hereunder. In the event that the physical alteration authorized hereunder causes unforeseen problems not specifically addressed herein, then, and in that event, the permittee shall so notify RIDOT in writing without delay, or RIDOT shall so notify the permittee in writing without delay, depending on which party first gains knowledge thereof, and RIDOT will direct the permittee to correct such problem(s) in the manner in which RIDOT in its sole discretion deems appropriate. This approval does not constitute approval by any agency or governmental entity other than RIDOT. It is the responsibility of the applicant to request and obtain any other approvals necessary for lawful performance of work described herein. Failure to obtain, any such approvals shall result in denial of this application or, if RIDOT fails to learn of such omission by the applicant until after the application is approved, RIDOT shall have the right to revoke its approval hereof immediately. Any costs or damages resulting from the applicant's failure to obtain other necessary approvals shall be the responsibility of the applicant, and the applicant further agrees to indemnify and save harmless RIDOT from all claims, costs, and damages resulting from the applicant's failure to obtain necessary approvals. The terms of this permit shall apply to the heirs, successors, or assigns of the permittee in ownership and/or control of the subject property. The within authorization of physical alteration(s) is based on the information submitted by the applicant, now permittee. The approval of this physical alteration shall not be construed as final approval, and RIDOT reserves the right, in its sole discretion, to revise, modify, amend, or retract its approval in the event that RIDOT determines that conditions so warrant. This reservation of right to revise, modify, amend, or retract its approval exists despite the fact that the permittee has incurred costs in its actions hereunder.

The permittee acknowledges that any money expended by him hereunder is so expended at its own risk of future modification or revocation of the permission granted herein. Furthermore, the permittee acknowledges that it has given no consideration for the rights granted hereunder. The permittee understands that in the event that the rights of others are adversely affected hereby or if other conditions arise which RIDOT determines to adversely affect the best interests of the public, then, this permit may be unilaterally modified or revoked at RIDOT's option. If within four (4) years from the date of issuance of the permit, should a traffic signal be required at the development's access to the state highway as a result of the traffic generated by the development, the developer/owner shall be responsible for the installation of the traffic signal and shall bear all costs associated with the design and construction of the signal.



State of Rhode Island Department of Administration  
Division of Purchases

REVISED  
December 7, 2012

NOTICE TO CONTRACTORS  
AND VENDORS BIDDING  
ON PUBLIC WORKS PROJECTS

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

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

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

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

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

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

**Example: 1234567\_06-01-2011\_Vendor1\_9876.pdf**

9. Purchasing staff will officially conclude the bid opening and all loaded proposals will be posted to the Purchasing web site. All proposals will be available immediately after bid opening [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

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



**Liberty  
Mutual**

Interchange Corporate Center  
450 Plymouth Road, Suite 400  
Plymouth Meeting, PA. 19462-1644  
Ph. (610) 832-8240

**BID BOND**

Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS, that we J.H. Lynch & Sons, Inc., 50 Lynch Place,  
Cumberland, Rhode Island 02864 as principal (the "Principal"),  
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the  
"Surety"), are held and firmly bound unto State of Rhode Island and Providence Plantations,

Department of Administration, One Capitol Hill, Providence, Rhode Island 02908 as obligee (the "Obligee"), in  
the penal sum of FIVE PERCENT OF THE AMOUNT OF THE ACCOMPANYING BID

\_\_\_\_\_ Dollars (\$ 5% of Bid ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: \_\_\_\_\_  
Legislator's Parking Lot Replacement, Rhode Island State House  
Project #7484367

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no  
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the  
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding  
or contract documents, or in the event of the failure of the Principal to enter into such contract and give such  
bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum  
hereof between the amount specified in said bid and such larger amount for which the Obligee 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. In no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must  
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,  
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one  
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum  
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 16th day of August, 2013

WITNESS / ATTEST:

*Susan Cullen*

J.H. Lynch & Sons, Inc.

(Principal)

By: *[Signature]* (Seal)

Name: Stephen P. Lynch, Jr.

Title: President

**LIBERTY MUTUAL INSURANCE COMPANY**  
(Surety)

By: *[Signature]* (Seal)

Joan A. Verardo, Attorney-in-Fact

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

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

Certificate No. 5645235

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Liberty Mutual Insurance Company  
Peerless 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. Godrich; Joan A. Verardo; Michael E. Bromage; Phyllis A. Nigris

all of the city of Cranston, state of RI 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 7th day of November, 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*  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 7th day of November, 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 Insurance 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: *KD Riley*  
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, true and correct copy of the Power of Attorney executed by said Companies, 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 16th day of August, 2013.



By: *David M. Carey*  
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.