



BID/PROPOSAL

COMMODITY: FRATERNITY CIRCLE NORTH DATE: 3/3/2021

FORMAL BID NO. _____ PUBLIC BID NO. 100968 RFP. NO. _____

BIDS ARE TO BE RECEIVED IN URI PURCHASING DEPARTMENT BY: DATE: 3/31/2021 TIME: 11:00 AM
Eastern Time

BUYER: XENIYA JONES/HB Xeniya Jones Digitally signed by Xeniya Jones Date: 2021.03.03 09:44:38 -05'00' SURETY REQUIRED: YES: X NO: _____

PRE-BID/PROPOSAL CONFERENCE: DATE: 3/8/2021 TIME: 2:00 PM

MANDATORY: YES: X NO: _____

LOCATION: INTERSECTION OF KEANEY ROAD AND FRATERNITY CIRCLE
Kingston, RI

Questions concerning this solicitation must be received by: DATE: 3/17/2021 TIME: NOON

Questions are to be submitted in a *Microsoft Word* document to: URIPurchasing@uri.edu

Please reference the Bid Number on all correspondence. Questions received, if any, will be posted on the internet as an addendum to the bid. It is the responsibility of all interested parties to download this information.

For Bid Solicitation Information visit: <http://web.uri.edu/purchasing/bid-information/>

STATEMENT REGARDING COVID-19

Effective immediately, we are suspending all in-person public bid openings until further notice.

Public Bid responses will be publicly read via Webex video conferencing. To participate in the bid opening, please visit the following site at the scheduled bid opening date and time:

* URL: <https://univofri.webex.com/meet/uripurchasing>

No offer will be considered that is not accompanied by the attached University of Rhode Island Bidder Certification Form/Contract Offer completed and signed by the offeror.

COMPANY NAME: JH Lynch and Sons

STREET AND NUMBER: 50 Lynch Place

CITY, STATE & ZIP CODE: Cumberland, RI 02864

David C. Lynch
Print Name and Title

401-789-7106 / 401-789-5760
Telephone Number/Facsimile Number

[Signature]
Signature

4/5/2021
Date

GMonast@JHLynch.com
E-mail address

THIS BID WILL NOT BE HONORED UNLESS SIGNED

University of Rhode Island Bidder Certification Form

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.

Rules for Submitting Offers

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 University of Rhode Island. As such, submittal of the entire Bidder Certification 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, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete signed (in ink) offer package must be delivered to the University of Rhode Island Purchasing Office by the time and date specified for the opening of responses in a sealed envelope.

Bid responses must be submitted on the URI 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.

Documents misdirected to other State or University locations or which are not present in the University of Rhode Island Purchasing Office 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 reception area of the University of Rhode Island Purchasing Office. Postmarks shall not be considered proof of timely submission.

RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid 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 Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored.

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 University Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The University 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.

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 the vendor's expense.

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the University 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 visiting the Rhode Island Vendor Information Program (RIVIP) at www.purchasing.ri.gov > Solicitation Opportunities > Other Solicitation Opportunities. 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.

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 University's sole option.

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.

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

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the University of Rhode Island, 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 University of Rhode Island Purchasing Office PRIOR to delivery.

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 University of Rhode Island Purchasing Office, shall be considered a binding contract.

REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND THE UNIVERSITY OF RHODE ISLAND 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 and Regulations, including the Board of Governors for Higher Education Regulations and General Terms and Conditions of Purchase. The Regulations and General Terms and Conditions are incorporated into all University of Rhode Island contracts and can be viewed at: <https://web.uri.edu/purchasing/files/BOGREG.pdf> and www.ridop.ri.gov .

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or 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.

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.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the 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/University of Rhode Island.

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

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 Risk Management Office at the University of Rhode Island.

Each bid proposal for a *public works project* must include a “public copy” to be available for public inspection upon the opening of bids. **Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.**

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <https://www.ridop.ri.gov/rules-regulations/>

SECTION 2 - 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 with the previous five (5) years. If Yes, 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 Yes, then provide details below.

Y 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 Yes, then provide details below.

N 4 State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state. If Yes, then provide details below.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 4 PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Date: April 11, 2018

Event: Notice of Violation - RI Department of Environmental Management (RIDEM)

Location : Providence, RI

Status: RIDEM alleges Company and town of Barrington violated Water Quality regulations for the RI Pollutant Discharge Elimination System in connection with a landfill cap project located in Barrington, RI. Company denies the allegation and the matter is currently pending before an administrative Hearing officer.

SECTION 3 - OWNERSHIP DISCLOSURE

Vendors must provide all relevant information. Bid proposals submitted without a complete response may be deemed nonresponsive.

If the company is publicly held, the vendor may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the vendor; otherwise, complete ownership disclosure is required. List each officer, director, manager, stockholder, member, partner, or other owner or principle of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Vendor, and the percentage of ownership, if any, he or she holds in the Vendor, and each intermediate parent company and the ultimate parent company of the Vendor.

Stephen P. Lynch, Sr.	President	33 1/3% Owner	50 Lynch Place	Cumberland, RI 02864
Gregory P. Lynch, Sr.	Sr. Vice-President	33 1/3% Owner	50 Lynch Place	Cumberland, RI 02864
David C. Lynch, Sr.	Sr. Vice-President	33 1/3 % Owner	50 Lynch Place	Cumberland, RI 02864
Lawrence P. McCarthy	Vice-President		50 Lynch Place	Cumberland, RI 02864
William Cabral	Treasurer		50 Lynch Place	Cumberland, RI 02864
Ellen Kitchell	Secretary		50 Lynch Place	Cumberland, RI 02864

SECTION 4 - CERTIFICATIONS

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

THE VENDOR CERTIFIES THAT:

Y 1 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

Y 2 I/we acknowledge that, in accordance with (1) 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," and (2) RIGL section §37-2-7(16) which identifies the URI Board of Trustees as a public agency and gives binding contractual authority to the University Purchasing Agent, including change orders and other types of contracts and under State Purchasing Regulation 8.2.B any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the University of Rhode Island may be disregarded and shall not be binding on the University of Rhode Island.

Y 3 I/we certify that I 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 University of Rhode Island Purchasing Agent in writing of such circumstance.

Y 4 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 University of Rhode Island Purchasing Agent in writing of such circumstance.

Y 5 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

Y 6 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

Y 7 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 (<https://www.ridop.ri.gov/rules-regulations/>) and the Board of Governors Regulations on the URI Purchasing Website (<https://web.uri.edu/purchasing/files/BOGREG.pdf>) apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein.

Y 8 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

N 9 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML)

Category: N/A

Y 10 I/we certify that the above information is correct and complete.

IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #1 – 8 and 10 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments where applicable, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor/Company Name: J.H. Lynch + Sons

Vendor's Signature: [Signature] Bid Number: 100968 Date: 4/5/2021
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

DAVID C. LYNCH Sr. Vice-President
Print Name and Title of Company official signing offer

Solicitation # : 100968
Solicitation Title: Fraternity Circle North

BID FORM

To: University of Rhode Island, Purchasing Department
10 Tootell Road, Kingston, RI 02881

Project: Fraternity Circle North, University of Rhode Island

Bidder:

JH Lynch & Sons
Legal name of entity

50 Lynch Place Cumberland, RI 02864
Address

Gregory Monast gmonast@jhlynch.com
Contact name Contact email

401 789-7100 401 789-5760
Contact telephone Contact fax

1. BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Base Bid Price, (including the costs for all Allowances, Bonds, and Addenda):

\$ 740,200.00

(Base Bid Price *in figures* printed electronically, typed, or handwritten legibly in ink)

Seven Hundred and Forty Thousand Two Hundred Dollars & zero Cents

(Base Bid Price *in words* electronically, typed, or handwritten legibly in ink)

Solicitation # : 100968
Solicitation Title: Fraternity Circle North

• **ALLOWANCES**

The Base Bid Price ***includes*** the costs for the following Allowances as defined in Specification Section 01 2010:

1. Allowance No.1 – Dumpster Relocation and Miscellaneous Site Work:
 - a. \$10,000 – The Contractor shall carry an allowance for relocating an on-site dumpster to a location to be determined in addition to miscellaneous site work as directed by URI.
2. Allowance No.2 – Wayfinding and Street Signage:
 - a. \$30,000 – The Contractor shall carry an allowance for the future incorporation of a wayfinding sign with associated power and communications requirements and the addition of street signage.
3. Allowance No.3 – Irrigation and Miscellaneous Utility Work:
 - a. \$10,000 – The Contractor shall carry an allowance for repair of the existing irrigation service in addition to miscellaneous utility work as directed by URI.
4. Allowance No. 4 – Crack Sealing:
 - a. \$50,000 – The Contractor shall carry an allowance for the crack sealing of roadways/parking lots on the URI Kingston Campus as directed by URI.

• **BONDS**

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

• **ADDENDA**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price ***includes*** the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1, dated 3/25/2021

Addendum No. 2, dated _____

Addendum No. 3, dated _____

2. ALTERNATES: NONE

3. UNIT PRICES

The Bidder submits these predetermined Unit Prices as the Basis for any change orders approved in advance by the State. These Unit Prices include ***all*** costs, including labor, materials, services, regulatory compliance, overhead, and profit.

Refer to Specification 310000 – Earthwork for Unanticipated Unsuitable Soil removal, Bulk Excavation Rock removal, and Trench Excavation Rock removal Unit Prices and the Allowances section of this form for other specified Unit Prices.

Solicitation # : 100968
Solicitation Title: Fraternity Circle North

DESCRIPTION OF SERVICES		CONTRACTORS UNIT COST
Unit Price No. 1	Removing 2" Bituminous Pavement by Micro-milling per Specification 321100 – Site Preparation	
	Unit of Measurement: Square Yard	\$, , , 6 . 0 0
Unit Price No. 2	Install 2" Modified Class 12.5 HMA per Specification 321217 – Hot Mix Asphalt	
	Unit of Measurement: Ton	\$, 1 6 0 . 0 0
Unit Price No. 3	Install Granite Curb with Concrete Curb Lock in accordance with the "CURB SETTING DETAIL" and Specification 321217 – Hot Mix Asphalt	
	Unit of Measurement: Linear Foot	\$, 6 5 . 0 0
Unit Price No. 4	Install Concrete Sidewalk with Wire Mesh Reinforcing per Specification 321313 – Cement Concrete Pavement	
	Unit of Measurement: Cubic Yard	\$, 7 0 0 . 0 0
Unit Price No. 5	Install Stamped Colored Asphalt per Specification 321217 – Hot Mix Asphalt	
	Unit of Measurement: Square Foot	\$, 2 4 . 0 0
Unit Price No. 6	Remove and Reset Existing Sign Post with New Concrete Base	
	Unit of Measurement: Each	\$, 3 5 0 . 0 0
Unit Price No. 7	Crack Sealing Roadways/Parking Lots	
	Unit of Measurement: Linear Foot	\$, , , . 8 0

Solicitation # : 100968
Solicitation Title: Fraternity Circle North

4. CONTRACT TIME

The Bidder offers to perform the work in accordance with the timeline specified below:

- Start of Construction.....May 15, 2021
- Substantial Completion..... August 15, 2021
- Final Completion..... December 31, 2021

The Final Completion date for Work shall be within 230 calendar days of the Purchase Order from the Division of Purchases.

5. LIQUIDATED DAMAGES

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: Five Hundred Dollars (\$500.00) per day.

BID FORM SIGNATURE(S)

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

BIDDER J. H. Lynch & Sons, Inc

Date: April 5, 2021

Name of Bidder

Signature in ink

David C. Lynch, Sr. Sr. Vice President
Printed name and title of person signing on behalf of Bidder

8430

Bidder's Contractor Registration Number

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J.H. Lynch & Sons, Inc.
270 North Road
Peace Dale, RI 02879

OWNER:

(Name, legal status and address)

University of Rhode Island
10 Tootell Road
Kingston, RI 02881

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices
2200 Renaissance Blvd, Suite 400
King of Prussia, PA 19406

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

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

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

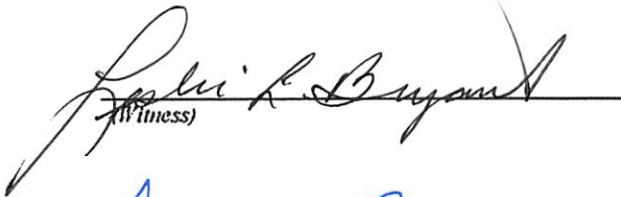
Fraternity Circle North; U.R.I; Project No. 100968

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

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

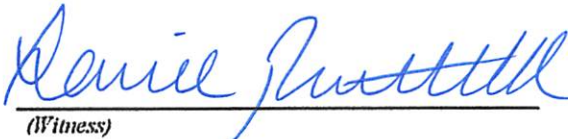
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 31st day of March, 2021.


(Witness)

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

By: 
(Title)


(Witness)

Liberty Mutual Insurance Company
(Surety) (Seal)

By: 
(Title) Gabriela Camacho, Attorney-in-Fact



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. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual.
SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, 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 Gabriela Camacho of the city of Boston, state of MA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: J.H. Lynch & Sons, Inc.

Obligee Name: University of Rhode Island

Surety Bond Number: Bid Bond Bond Amount: See Bond Form

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 12th day of March, 2021.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American 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 David M. Carey, Assistant Secretary to appoint such attorneys-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, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this 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 31st day of March, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



DATE: 3/25/2021

ADDENDUM #1

BID NO.: 100968
OPENING: 4/5/2020 – 11:00 AM
COMMODITY: **FRATERNITY CIRCLE NORTH**

Prospective bidders and all concerned are hereby notified of the following changes/modifications in the Contract Documents for the FRATERNITY CIRCLE NORTH at the University of Rhode Island in Kingston, Rhode Island. These changes shall be incorporated into the Contract Plans and Specifications and shall become an integral part of the Contract Documents.

Due to the nature of this Addendum, **the Bid opening date is being extended:**

From: 3/31/2021 – 11:00 AM
To: 4/5/2021 – 11:00 AM

Clarifications:

The sign-in sheet from the pre-bid meeting held on March 8, 2021 is attached as part of this Addendum No. 1

Questions/Responses:

None received.

Contract Specification Documents:

The Contract Specifications have been revised and re-issues as part of this Addendum No. 1. Revisions to the specification include the following:

1. 00 0410 Bid Form: The Bid Form has been re-issued in its entirety.
 - a. Allowance No. 2 has been increased to \$30,000 and communication for the wayfinding sign has been added to the allowance description.
 - b. Allowance No. 4 has been added.
 - c. Unit Price No. 7 has been added.



PURCHASING DEPARTMENT

10 Tootell Road, Suite 3, Kingston, RI 02881 USA

p: 401.874.2171

f: 401.874.2306

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2. 01 1000 – Summary: The Summary has been reissued in its entirety.
- a. Work on West Alumni Avenue has been added to the project description.

Contract Plans:

The Contract Plans have been revised and re-issued as part of this Addendum No. 1. Revisions to the plans include, but are not limited to, the following:

1. Cover Sheet
 - . The Index of Drawings has been revised.
2. Notes & Legend
 - . This sheet has been revised.
3. Drawing C2.1: Demolition, Erosion & Sediment Control Plan 1
 - . A section of curb to be removed and reset has been added at the intersection of Fraternity Circle North and Fraternity Circle West.
4. Drawing C3.1: General Plan 1
 - . A section of new curbing has been removed from the plans at the intersection of Fraternity Circle North and Fraternity Circle West.
5. Drawing No. C4.1: Signing & Striping Plan 1
 - . The sign post type has been revised.
6. Drawing No. C4.1: Signing & Striping Plan 2
 - . The sign post type has been revised.
7. Drawing No. C6.1: Details 1
 - . The “Square Channel Sign Mounting” detail has been added.
8. Drawing No. C6.3: Details 3
 - . The “Reset Post-Mounted Sign in Concrete Footing” detail has been added.
9. Drawing C7.1
 - . This sheet has been added to the Contract Plans.
10. Drawing C7.2
 - . This sheet has been added to the Contract Plans.
11. Drawing No. ES1.0: Site Plan
 - . This sheet has been added to the Contract Plans.
12. Drawing No. E1.0: Details
 - . This sheet has been added to the Contract Plans.
13. Drawing No. E2.0: Specification
 - . This sheet has been added to the Contract Plans.

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If you have already submitted your BID response and need to make changes, based on the information within the Addendum, please submit a new BID response and indicate that this submission supersedes the prior.

**Xeniya
Jones**

Digitally signed by
Xeniya Jones
Date: 2021.03.25
13:02:11 -04'00'

Xeniya Jones
Assistant University Purchasing Agent
Purchasing Department
The University of Rhode Island

Rev. 9-1-15