

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

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number: 7448144A6
Bid/RFP Title: STEDMAN BUILDING RENOVATIONS AND FIRE PROTECTION PROJECT - ADDENDUM 6 (6)
Opening Date & Time: 2/9/2011 1:45 PM
RIVIP Vendor ID #: 41094
Vendor Name: E.W. Burman, Inc
Address: 33 Vermont Ave
Warwick, RI 02888
USA
Telephone: (401) 738-5400
Fax: (401) 737-2650
E-Mail: ewburmaniii@ewburman.com
Contact Person: Edward W. Burman III
Title: Project Manager
R.I. Foreign Corp #:

*****NOTICE TO VENDORS*****

Effective January 1, 2011 all public works project related bids or proposals exceeding one million (\$1,000,000) 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 one million (\$1,000,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of one million (\$1,000,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. For further information, please see R. I. Gen. Laws §37-2-18 (P.L. 221) <http://www.rilin.state.ri.us/PublicLaws/law10/law10221.htm> and Purchasing Rules & amendment at <http://www.purchasing.ri.gov/Notices2.aspx>.

In addition, the Division of Purchases has promulgated proposed regulations pursuant to R.I. Gen. Laws § 37-2-18 that implements the "public copy" requirement. Public hearing on the proposed regulations was held on Friday, December 17, 2010. The proposed regulations will become final on January 11, 2011. For further information please visit www.sos.ri.gov.

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

SECTION 2 - REQUIREMENTS

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

Section 2.1 - RULES FOR SUBMITTING OFFERS

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

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

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

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. When copies of plans and specifications are too large to make available on-line and are issued with a requirement for a refundable deposit, vendors on the known lists of depositors will receive direct notification of amendments. 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 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.

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

SECTION 3. AWARD DETERMINATION.

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

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

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

SECTION 4 – CONTRACT PROVISIONS.

4.1. VENDOR AUTHORIZATION TO PROCEED.

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

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

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

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

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

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

Revised: 1/24/11

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

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

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

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

Offerors must respond to every disclosure statement.

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

Indicate Yes (Y) or No (N):

- N** 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).
- N** 2. Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?
- Y** 3. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y** 4. I/we acknowledge that, in accordance with Chapter 37-2-54(3) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y** 5. I/we certify that the above vendor information is correct and complete.
- Y** 6. I/we certify that I or my 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 three-page form apply to any contract arising from this offer.
- Y** 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y** 11. I/we certify that I/we have registered to utilize the E-Verify program (www.dhs.gov/E-Verify) to ensure compliance with federal and state law. I understand and agree that I am required to continue to utilize the services of the E-Verify program for as long as I continue to do business with the State of Rhode Island. I further understand that my failure to continue to utilize the services of the E-Verify program will adversely affect my ability to continue to do business with the State of Rhode Island and my ability to do business with the State of Rhode Island in the future.
- Y** 12. **NEW REQUIREMENT* - IMPORTANT!!!** I/we hereby acknowledge that I/we understand that effective January 1, 2011 all public works related project bids or proposals exceeding one million (\$1,000,000) dollars, inclusive of all proposed alternates, are required to include a "public copy" as required by R.I. Gen. Laws § 37-2-18 and the "Rules, Regulations and General Conditions of Purchases.". It is further understood that any bid or proposal in excess of one million (\$1,000,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive.

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

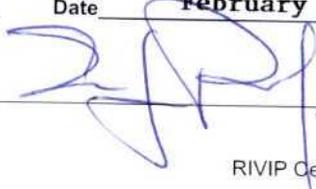
IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 2 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #3 – 11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

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

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

Date February 9, 2011

Edward W. Burman, Jr., President
Name and Title of company official signing offer

 _____
Print

SECTION 00410 - BID FORM

Date: February 9, 2011
RFP # 7448144

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

Project: Stedman Building Renovations and Fire Protection Project
Oliver Stedman Government Center
4808 Tower Hill Rd.
Wakefield, RI

Submitted by: E. W. BURMAN, INC. 738-5400 (phone)
33 Vermont Avenue 737-2650 (fax)
Warwick, RI 02888
ewburmanjr@ewburman.com RI Contract License # 10484

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

1. BASE BID

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents, the cost submitted here-in includes all work delineated in the Project Manual and Drawings prepared by Lerner | Ladds + Bartels, Inc, and Engitek, Inc., advertised to Bid on December 29, 2010. Additionally the cost provided here-in is inclusive of all Allowances that have been identified in the Contract Documents, as such they have been calculated as part of the total costs submitted as part of the Base Bid Value. Furthermore, the Base Bid includes all work delineated in the addendums issued throughout the bidding process and takes into consideration the time line as presented for the project included as part of this Bid.

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

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Numeric

ONE MILLION SIX HUNDRED EIGHT THOUSAND DOLLARS

Written

4. ALTERNATES

BIDDER agrees to be bound by the following alternate prices.

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

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

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

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

DEDUCT ALTERNATES...

ADDITIVE

DEDUCTIVE ALTERNATE 1

ADD

~~Deduct~~ Alternate 1: In lieu of Base Bid work consisting of indoor fire pump assembly, standby generator, renovations to existing garage, and associated piping and connections, provide a price to furnish and install an outdoor prepackaged fire pump assembly with prefabricated housing, outdoor standby generator set with prefabricated housing, and associated piping and connections as indicated in the Project Documents.

Base Bid ~~XXXX~~ ADD

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Numeric

FORTY FIVE THOUSAND DOLLARS

Written

ADD ALTERNATES...

ADDITIVE ALTERNATE 1

Add Alternate 1: In addition to Base Bid work consisting of entrance modifications, furnish and install Canopy Alternate including: exposed aggregate flatwork; structural steel; unit masonry demo and rebuilding; stucco demo and repair; fiber cement siding; EPDM membrane roof; sheet

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

2. ALLOWANCES

Allowances for the Project to be included in Base Bid are as follows:

Include the following amounts (Collective Sum Total) in Bid, for inclusion in the Base Bid:

- Site Testing – FP: Carry a sum of One Thousand Five Hundred Dollars (\$1,500.00) for independent testing of site soils, asphalt, concrete, etc. for the Fire Protection Project.
- Testing – General: Carry a sum of One Thousand Five Hundred Dollars (\$1,500.00) for independent testing required in individual Specification Sections 2-16.
- Hazardous Materials Procedures: Carry a sum of Fifteen Thousand Dollars (\$15,000.00) for air quality monitoring to be conducted by Owner for asbestos-related work or other testing that Owner may conduct.
- 08710 – Door Hardware Contingency Allowance: Carry a sum of Five Thousand Dollars (\$5,000.00) for Owner-initiated changes to the hardware.
- Exterior Signage Allowance: \$5,000. Carry a sum of Five Thousand Dollars (\$5,000.00) for exterior signage. Canopy signage (Add Alternate #1) shall be carried in the Add Alternate and not in this allowance.
- Furniture: Carry a sum of Sixty Thousand Dollars (\$60,000.00) for Owner-initiated furniture modifications and installation. This amount shall be carried as a direct cost to the State with no overhead & profit applied.

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

3. ADDENDA

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

Addendum No. 1, dated 1-10-2011 Addendum No. 2, dated 1-13-2011
Addendum No. 3, dated 1-19-2011 Addendum No. 4, dated 1-20-2011
Addendum No. 5 dated January 24, 2011
Addendum No. 6 dated February 1, 2011

STEDMAN BUILDING RENOVATIONS AND FIRE PROTECTION PROJECT

metal flashing, gutter and downspout; signage; lighting; and associated work as indicated in the Project Documents.

Base Bid plus

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Numeric

FORTY ONE THOUSAND ONE HUNDRED FIFTY EIGHT DOLLARS

Written

ADDITIVE ALTERNATE 2

Add Alternate 2: Furnish and install window treatments at all windows on the Third Floor as indicated in the Project Documents.

Base Bid plus

\$

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Numeric

FIFTEEN THOUSAND FIFTEEN DOLLARS

Written

5. UNIT PRICES

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

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

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

DESCRIPTION OF SERVICES	CONTRACTORS UNIT COST
Provide Local Police Details that the Owner may direct outside of the Contractors Responsibility to Provide Police Details for the Protection of the Public.	
Daily Rate Per Eight (8) Hours	\$, 4 3 3 . 3 4
One Half Day Rate [Four (4) Hours]	\$, 2 1 6 . 7 2
Provide State Police Details that the Owner may direct outside of the Contractors Responsibility to Provide Police Details for the Protection of the Public.	
Daily Rate Per Eight (8) Hours	\$, 5 7 1 . 2 0
One Half Day Rate [Four (4) Hours]	\$, 2 8 5 . 6 0
Ten (10) Yard Roll Off Dumpster for use by the Owners Own Workforce or Owners Subcontractors. This includes Drop off, and pick up of units as well as tipping fees for allowable load.	\$, 3 1 0 . 0 0
Twenty (20) Yard Roll Off Dumpster for use by the Owners Own Workforce or Owners Subcontractors. This includes Drop off, and pick up of units as well as tipping fees for allowable load.	\$, 3 4 7 . 0 0
Thirty (30) Yard Roll Off Dumpster for use by the Owners Own Workforce or Owners Subcontractors. This includes Drop off, and pick up of units as well as tipping fees for allowable load.	\$, 4 4 1 . 0 0
Forty (40) Yard Roll Off Dumpster for use by the Owners Own Workforce or Owners Subcontractors. This includes Drop off, and pick up of units as well as tipping fees for allowable load.	\$, 5 3 6 . 0 0

Per Month	\$	1	,	5	0	0	.	0	0
Unit cost per linear foot for providing and installing electrical conduit									
1/2" conduit	\$,		6	.	1	6	
3/4" conduit	\$,		7	.	0	4	
1" conduit	\$,		7	.	7	9	
1 1/4" conduit	\$,		8	.	5	3	
Unit cost to install one Air Conditioner Unit Type 1 (17,000 BTU, spec per Drawing) and sheet metal enclosure in place of existing plywood panel.	\$	4	,	8	1	8	.	0	0
Unit cost to install one Air Conditioner Unit Type 2 (10,000 BTU, spec per Drawing) and sheet metal enclosure in place of existing plywood panel.	\$	4	,	3	1	8	.	0	0
Unit cost to replace one ACU Type 1 with ACU Type 2, including sheet metal enclosure as necessary to ensure a weather tight fit.	\$	3	,	4	3	8	.	0	0
Unit cost to replace one ACU Type 1 with ACU Type 1, including sheet metal enclosure as necessary to ensure a weather tight fit.	\$	3	,	7	9	5	.	0	0
Unit cost to replace one ACU Type 2 with ACU Type 2, including sheet metal enclosure as necessary to ensure a weather tight fit.	\$	3	,	4	3	8	.	0	0

DEMOLITION and HAZARDOUS MATERIALS UNIT COSTS

The Contractor, Demolition Contractor and Hazardous Materials Contractors shall note that the presence of a requested Unit Costs (below) does not imply that the Project Scope of Work does not include the following cost as part of the Base Bid as prescribed in the Contract Documents and are being provided in the event the services are required due to circumstances mutually agreed to as being work in excess of that prescribed in the Contract Documents. Additionally where allowances are established for work that may be encountered, or otherwise is clearly not part of the Base Bid, the following rates shall apply for those changes.

Quantity classifications delineated below shall be determined based on the scope of work being performed and may be considered cumulative for work that is being performed in

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localized areas of the project, and/or project wide depending on the circumstances and/or phase of work underway. The Contractor and Owner shall review the status of work underway and mutually agree on the unit costs to be carried as the project progresses and shall adjust the unit cost accordingly based on the overall work effort being undertaken and determination that multiple mobilizations and/or unique and/or separate set up efforts were required to perform the work.

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

DESCRIPTION OF SERVICES	CONTRACTORS UNIT COST
Title: Provide TCLPS in full compliance with all regulatory requires utilizing the Owners Lab as may be requested by the Owner in addition to those required in the base bid.	
Twenty Four hour Turnaround	\$, 1 0 4 . 5 0
Forty Eight hour Turnaround	\$, 8 8 . 0 0
Expeditious Legal Removal and Disposal of Underground Tanks including all appurtenant work such as disconnect from piping, pump out tank, purging, excavation, backfill, compaction, rigging, transportation, disposal, working with regulatory authorities and design team and etc. as required to remove the structure from the work site.	
Underground Tank less than 1000 Gallons Per Each	\$ 2 , 2 0 0 . 0 0
Underground Tank 1001 to 3000 Gallons Per Each	\$ 2 , 7 5 0 . 0 0
Underground Tank 3001 to 5000 Gallons Per Each	\$ 5 , 5 0 0 . 0 0
Underground Tank 5001 to 8000 Gallons Per Each	\$ 5 , 9 4 0 . 0 0
Underground Tank 8001 to 10,000 Gallons Per Each	\$ 6 , 2 7 0 . 0 0
Underground Tank 10,001 and up Gallons Per Each	\$ 6 , 3 8 0 . 0 0
Title: All services required for the collection, storage	

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and legal disposal of fuel, oil, solvents and other liquid materials classified as hazardous. (unit cost per gallon, one to ten gallons, unit cost provided per one gallon)	
Normal Hours	\$, , 1 . 6 5
Premium Time	\$, , 1 . 8 7
Title: All services required for the collection, storage and legal disposal of fuel, oil, solvents and other liquid materials classified as hazardous. (unit cost per ten gallon, eleven to fifty gallons, unit cost provided per ten gallons)	
Normal Hours	\$, , 1 6 . 5 0
Premium Time	\$, , 1 8 . 7 0
Title: All services required for the collection, storage and legal disposal of fuel, oil, solvents and other liquid materials classified as hazardous. (unit cost per fifty gallons, fifty-one to "X" gallons, unit cost provided per fifty gallons)	
Normal Hours	\$, , 8 2 . 5 0
Premium Time	\$, , 9 3 . 5 0
Title: All services required to excavate, temporarily store and protect, remove and dispose of in a legal manner contaminated soils as may be encountered, not identified in the base bid. Unit cost per cubic yard, one to ten cubic yards. Unit cost per cubic yard.)	
Normal Hours	\$, , 8 2 5 . 0 0
Premium Time	\$, , 9 3 5 . 0 0
Title: All services required to excavate, temporarily store and protect, remove and dispose of in a legal manner contaminated soils as may be encountered, not identified in the base bid. Unit cost per ten cubic yards, eleven to	

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"X" cubic yards. Unit cost per ten cubic yards.)	
Normal Hours	\$ 8 , 2 5 0 . 0 0
Premium Time	\$ 9 , 3 5 0 . 0 0
Title: All services required to remove, and legally dispose of electrical transformers with suspect hazardous materials (unit cost per each)	
Normal Hours	\$ 3 , 5 8 0 . 0 0
Premium Time	\$ 4 , 0 7 0 . 0 0
Title: Asbestos Insulated Pipe Fittings Per Each ½" to 2"	
Normal Hours	\$, 5 5 . 0 0
Premium Time	\$, 7 1 . 5 0
Title: Asbestos Insulated Pipe Fittings Per Each 2½" to 4"	
Normal Hours	\$, 6 0 . 5 0
Premium Time	\$, 7 7 . 0 0
Title: Asbestos Insulated Pipe Fittings Per Each 4½" to 8"	
Normal Hours	\$, 7 7 . 0 0
Premium Time	\$, 9 3 . 5 0
Title: Asbestos Insulated Pipe Fittings Per Each 8½" to 12"	
Normal Hours	\$, 8 8 . 0 0
Premium Time	\$, 1 0 4 . 5 0
Title: Asbestos Insulated Pipe Fittings Per Each 12½" to X"	
Normal Hours	\$, 1 1 0 . 0 0

STEDMAN BUILDING RENOVATIONS AND FIRE PROTECTION PROJECT

Premium Time	\$					5	.	5	0
Title: Removal of Asbestos Containing Mastic Per SF									
Normal Hours	\$					1	.	3	8
Premium Time	\$					1	.	7	0
Title: Removal and Disposal of Self Luminous Exit Signs (containing tritium gas or equal) Per Each.									
Normal Hours	\$					3	8	.	5 0
Premium Time	\$					4	0	.	7 0
Title: Removal and Disposal of Doors containing Asbestos not identified in Specifications Per Each Slab with or without hardware.									
Normal Hours	\$					7	7	.	0 0
Premium Time	\$					8	0	.	3 0
Title: Removal and Disposal of Ceiling and Wall Materials Containing Asbestos Per SF less than a total of 100 SF.									
Normal Hours	\$					5	.	5	0
Premium Time	\$					6	.	6	0
Title: Removal and Disposal of Ceiling and Wall Materials Containing Asbestos Per SF greater than a total of 100 SF.									
Normal Hours	\$					4	.	4	0
Premium Time	\$					6	.	6	0
Title: Removal and Disposal of Firestopping and Fire Caulking Materials Containing Asbestos Per LF less than a total of 100 LF.									

STEDMAN BUILDING RENOVATIONS AND FIRE PROTECTION PROJECT

Normal Hours	\$,			1	1	.	0	0
Premium Time	\$,			1	3	.	2	0
Title: Removal and Disposal of Firestopping and Fire Caulking Materials Containing Asbestos <u>Per LF</u> greater than a total of 100 LF.										
Normal Hours	\$,				9	.	9	0
Premium Time	\$,			1	2	.	1	0

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

BEDROCK and BOULDER REMOVAL UNIT COSTS

The Contractor and Subcontractors shall note that the unit costs presented below are for materials that may be encountered during the project for work not part of the original Base Bid Price that affects the work issued by changes in scope of work, or otherwise clearly not part of the original scope of work. These materials include bedrock removal and disposal, boulder removal/disposal and the removal and disposal of other debris such as tree stumps.

Quantity classifications delineated below shall be determined based on the scope of work being performed and may be considered cumulative for work that is being performed in localized areas of the project, and/or project wide depending on the circumstances and/or phase of work underway. The Contractor and Owner shall review the status of work underway and mutually agree on the unit costs to be carried as the project progresses and shall adjust the unit cost accordingly based on the overall work effort being undertaken and determination that multiple mobilizations and/or unique and/or separate set up efforts were required to perform the work.

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

DESCRIPTION OF SERVICE	CONTRACTORS UNIT COST									
Ledge/Rock Removal and Disposal with Hammer										
0- 1500 CY per Cubic Yard	\$,			2	.	2	0	
1500 CY and Above per Cubic Yard	\$,			1	.	9	8	
Ledge/Rock Removal and Disposal Using Blasting										
0- 1500 CY per Cubic Yard	\$,	1	1	0	.	0	0	

STEDMAN BUILDING RENOVATIONS AND FIRE PROTECTION PROJECT

Pre-Blast Survey per Diem	\$	5	,	5	0	0	.	0	0
Boulder Removal									
Excavate, Load and Haul Boulders Less than 0.5 CY (< ½ CY) per Cubic Yard	\$,	3	0	.	8	0	
Excavate, Load and Haul Boulders Greater than .5 CY (> ½ CY) and Less than 1 CY per Cubic Yard	\$,	6	6	.	0	0	
Tree Stump Removal									
0- 1500 CY per Cubic Yard	\$,	3	3	.	0	0	
1500 CY and Above per Cubic Yard	\$,	3	3	.	0	0	
Dewatering During Removal of Unsuitable Materials covered under Unit Costs. This includes mobilization, equipment, including but not limited to the pump; hoses; fittings; sumps; fuel, and manpower to set up and monitor as required.									
2" Pump per Hour 4 hour minimum	\$,	2	2	0	.	0	0
3" Pump per Hour 4 hour minimum	\$,	3	0	8	.	0	0
4" Pump per Hour 4 hour minimum	\$,	4	4	0	.	0	0
6" Pump per Hour 4 hour minimum	\$,	6	6	0	.	0	0

FIRE PROTECTION UNIT COSTS

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

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

STEDMAN BUILDING RENOVATIONS AND FIRE PROTECTION PROJECT

DESCRIPTION OF SERVICE	CONTRACTORS UNIT COST						
Pipe per type, size and length (foot).							
Type <u>SCH10</u> Size <u>6"</u>	\$			1	3	.	2 0
Type <u>SCH10</u> Size <u>4"</u>	\$			1	1	.	0 0
Type <u>SCH10</u> Size <u>2 1/2"</u>	\$				8	.	8 0
Type <u>SCH40</u> Size <u>2"</u>	\$				4	.	4 0
Type <u>SCH40</u> Size <u>1"</u>	\$				2	.	0 0
Fitting per type and size							
Type <u>GR</u> Size <u>6"</u>	\$			2	1	.	2 0
Type <u>GR</u> Size <u>4"</u>	\$			1	7	.	7 0
Type <u>GR</u> Size <u>2 1/2"</u>	\$				7	.	4 2
Type <u>THR</u> Size <u>2"</u>	\$				4	.	9 5
Type <u>THR</u> Size <u>1"</u>	\$				2	.	2 0
Hanger per type	\$.	
Type <u>6"</u>	\$			1	0	.	7 8
Type <u>4"</u>	\$				4	.	4 6
Type <u>2"</u>	\$				2	.	3 1
Valve per type and size							
Type <u>CHECK</u> Size <u>6"</u>	\$	1	,	3	2	0	. 0 0
Type <u>CHECK</u> Size <u>4"</u>	\$	1	,	1	0	0	. 0 0
Type <u>CHECK</u> Size <u>2 1/2"</u>	\$,	8	2	5	. 0 0

Type <u>CHECK</u> Size <u>8"</u>	\$	1	,	8	9	8	.	0	0
Type <u>CHECK</u> Size <u>3"</u>	\$	1	,	0	4	6	.	0	0
Sprinkler per head	\$,	2	5	7	.	0	0

6. ACCEPTANCE and AWARD CRITERIA

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

- Execute the Agreement subject to compliance with required state regulatory agency approvals as described in the Invitation to Bid;
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders; and
- Commence work within three (3) calendar days after receipt of a Purchase Order from the Rhode Island Division of Purchases.

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

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

ACCEPTANCE OF BID and AWARD

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

The Owner shall have the right to accept Alternates in any order and/or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted. The Owner has grouped the alternates in the order in which they would like to award the

alternates, however as noted above the Owner has the right to award alternates in any order and/or combination as available funds may dictate what can be incorporated into the project.

Minority Business Enterprises: Pursuant to G.L. 1956 § 37-14.1-1, et seq., the State reserves the right to apply additional consideration to offers, and to direct awards to Bidders other than the responsive Bid representing the lowest price where:

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

AWARD

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

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

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

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

1. rejected as being non-responsive, or

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

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

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

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

7. CONTRACT TIME

STEDMAN BUILDING RENOVATIONS AND FIRE PROTECTION PROJECT

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

If this Bid is accepted, we will achieve Final Completion of the Project by the date of August 30, 2011, while working within the Key Dates and Milestone periods delineated below.

Description of Key Dates for Project Milestones are as follows based on Summary of Work in Section 01100 delineated as follows:

Start of Construction..... March 2, 2011

Date of Substantial Completion..... July 30, 2011

Substantial Completion represents the date that the contractor commences Punch List completion, Systems Shake Out, Connections of Owner Provided Equipment and Systems as they are installed and the Owner commences Owner Mobilization and Fit Out .

Date that Temporary Certificate of Occupancy Issued..... July 30, 2011

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

Date of Final Completion..... August 30, 2011

New Building Open for Business and Complete Operations..... August 30, 2011

(Full and Beneficial Use Date with Certificate of Occupancies which allow for Public Access)

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

8. Drawing and Contract Exhibits

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

9. LIQUIDATED DAMAGES

“The Bidder (Contractor) acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the New Facility as defined in the master schedule and Section entitled “Contract Time “ in this Bid Form. It is the Owners intent to occupy the facility as delineated in the project schedule and achieve final completion including the installation of all systems, furniture, equipment, testing of systems, and to provide training on all building systems while the Contractor finalizes their obligation.

Therefore, the Owner and the Contractor agree as set forth in the following paragraph.

If the Contractor fails to achieve milestones allowing the Owner to effectively and properly mobilize, setup, install and test systems such as but not limited to furniture, equipment, communications, computer networks and other systems as required to operate in the periods delineated under Contract Time the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the actual costs for such delay, as follows...

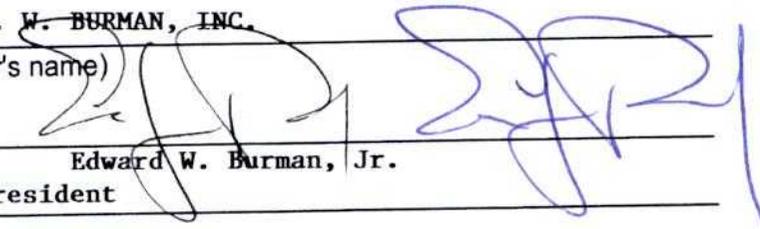
The Owner reserves the right to "Actual Damages" which for the purposes of this section shall be defined as all associated costs to delay and/or store systems, furniture and equipment including the costs of any and all labor and potential difference in cost between original owner proposals and potential costs differences due to premiums associated with these costs and ARE limited to remobilization to complete the work timely as it is related and associated with such delay, including remobilization costs, design team fees, project management fees, shift premiums and other costs associated with such delays for those items outlined here-in. In addition, Actual Damages shall be defined to also include the cost of leasing and renting office space for all end users. These damages shall be based on the actual documented costs for those items defined above or other direct costs that the end users may be required to pay in order to maintain operations at an alternate facility.

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

The maximum liquidated damages payable shall be Two Hundred and Fifty Thousand Dollars (\$250,000.00).

11. BID FORM SIGNATURE(S)

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

E. W. BURMAN, INC.
(Bidder's name)
By: 
Edward W. Burman, Jr.
Title: President

Corporate Seal:

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

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

END OF SECTION 00410



AIA[®] Document A305[™] – 1986

Contractor's Qualification Statement

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

SUBMITTED TO: **The Department of Administration
Division of Purchases**
ADDRESS: **One Capitol Hill, Providence, RI 02908**

SUBMITTED BY: Edward W. Burman, Jr.

NAME: E. W. BURMAN, INC.

ADDRESS: 33 Vermont Avenue, Warwick, RI 02888

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT: **Stedman Building Renovations and
Fire Protection Project
Oliver Stedman Government Center
4808 Tower Hill Road, Wakefield, RI**

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

- General Construction
- HVAC
- Electrical
- Plumbing
- Other (please specify)

§ 1. ORGANIZATION

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

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

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

None

ADDITIONS AND DELETIONS:

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

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

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

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

§ 1.3.1 Date of incorporation: September 1964

§ 1.3.2 State of incorporation: RI

§ 1.3.3 President's name: Edward W. Burman, Jr.

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name: Thomas M. Burman

§ 1.3.6 Treasurer's name: Paul F. Burman

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

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

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

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

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

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

RI Contractor's License Number 10484

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

Rhode Island

§ 3. EXPERIENCE

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

Concrete, Rough Carpentry and Finish Carpentry

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

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

No

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

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No.

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

See attached

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

\$10,000,000.

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

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

\$30,000,000.

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

§ 4. REFERENCES

§ 4.1 Trade References:

L. Sweet Lumber
709 Harris Avenue
Providence, RI 02902
Attn: Ted Angell
521-3800

Kameco Supply Corporation
49 Sockanosset Crossroad
Cranston, RI 02910
Attn: Mark Misto
463-5266

Ruggieri Flooring, Inc.
1191 Pontiac Avenue
Cranston, RI 02920
Attn: Ralph Ruggieri
463-9100

PRM Concrete Corporation
P.O. Box 2190
Pawtucket, RI 02861
Attn: Peter Mantia
727-0400

§ 4.2 Bank References:

Russell W. Hahn, Executive Vice President
Washington Trust Company
10 Weybosset Street
Suite 100
Providence, RI 02903
654-4841

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Travelers Casualty and Surety Company of America
300 Crown Colony Drive
Quincy, MA 02169

§ 4.3.2 Name and address of agent:

Cormack-Routhier Agency, Inc.
One Harry Street
Cranston, RI 02907
Attn: Phyllis A. Nigris

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

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

Net Fixed Assets;

Other Assets;

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

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings);

Being a closely held corporation the financial statement of the firm is privileged information. Prior to execution of a contract we would make this information available for review if required.

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

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

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

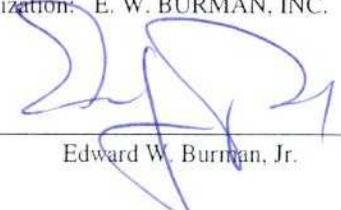
§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE

§ 6.1 Dated this **9th day of February 2011**

Name of Organization: E. W. BURMAN, INC.

(Paragraph deleted)

By: 
Edward W. Burman, Jr.

Title: President

§ 6.2

Mr. Edward W. Burman, Jr. being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be **misleading**.

Subscribed and sworn before me this **9th day of February 2011**

Notary Public: Ann M. Saccoccia
Ann M. Saccoccia

My Commission Expires: July 14, 2013

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) E.W. Burman, Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 33 Vermont Avenue	Requester's name and address (optional)
City, state, and ZIP code Warwick, RI 02888	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number
05 0306752

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶

Date ▶ **February 9, 2011**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

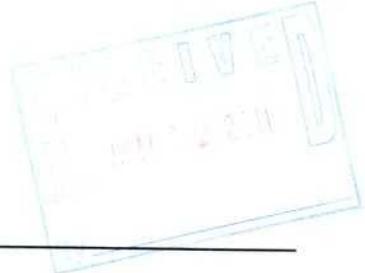
- The U.S. owner of a disregarded entity and not the entity,

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond



KNOW ALL MEN BY THESE PRESENTS, that we E. W. Burman, Inc.
33 Vermont Avenue, Warwick, Rhode Island 02888

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America
350 Granite Street, Suite 1201, Braintree, MA 02184-3905

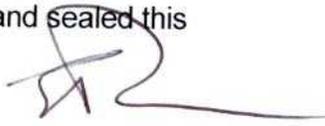
a corporation duly organized under the laws of the State of CT
as Surety, hereinafter called the Surety, are held and firmly bound unto _____
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS -

as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) 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 Stedman Building Renovations and Fire Protection Project
4808 Tower Hill Road, Wakefield, RI 02879

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal 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 with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty 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.

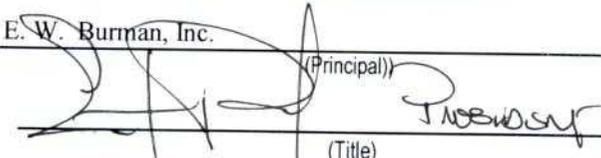
Signed and sealed this 9th day of February 2011



(Witness)

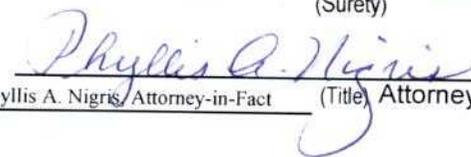


(Witness)

E. W. Burman, Inc. _____ (Principal) (Seal)


(Title)
Travelers Casualty and Surety Company of America

(Surety) (Seal)



Phyllis A. Nigris, Attorney-in-Fact (Title) Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223141

Certificate No. 004011905

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael E. Bromage, James J. Bromage, and Phyllis A. Nigris

of the City of Cranston, State of Rhode Island, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of December, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 20th day of December, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

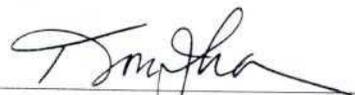
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of February, 2011.


Kori M. Johanson, Assistant Secretary

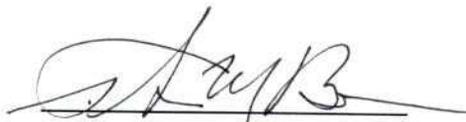


To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Certificate as to Corporate Bidder

I, Thomas M. Burman, certify that I am the Secretary of the corporation named as Bidder in the Bid Form; that Edward W. Burman, Jr. who signed said Bid Form on behalf of the Bidder was then President of said corporation; that I know his signature and his signature thereto is genuine, and that said Bid Form was duly signed, sealed and executed for and on behalf of said corporation, the authority of its governing body.

Dated: February 9, 2011


Secretary