

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

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFPNumber:** 7548654A3  
**Bid/RFP Title:** HVAC-ELECTRIC UPGRADES - PHASE I - OLD STATE HOUSE BICENTENNIAL BUILDING -  
ADD #3 1 ZIP FILE

**Opening Date & Time:** 5/23/2014 10:00 AM

**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**

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 Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at [www.purchasing.ri.gov](http://www.purchasing.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](http://www.purchasing.ri.gov). It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

**SECTION 2 – REQUIREMENTS**

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

## Section 2.1 - RULES FOR SUBMITTING OFFERS

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

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

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

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

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

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

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

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

2.4. PREVAILING WAGE, OSHA 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](http://www.dlt.ri.gov).

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

## SECTION 3 - AWARD DETERMINATION

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

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

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

## SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

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

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

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

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

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

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

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

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

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

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

**Offerors must respond to every disclosure statement.**

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

Indicate Yes (Y) or No (N):

1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.
2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.
3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.
4. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
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.
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.
9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
11. 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.
12. I/we certify that the above vendor information is correct and complete.



Solicitation #: 7548654  
Solicitation Title: Old State House / Phase I Systems Improvements

**BID FORM**

To: The State of Rhode Island Department of Administration  
Division of Purchases, 2<sup>nd</sup> Floor  
One Capitol Hill, Providence, RI 02908-5855

Bidder: E.W. Burman, Inc  
Legal name of entity 33 Vermont Ave Warwick, RI 02888  
Address (street/city/state/zip) Ed Burman Jr ewburmanjr@ewburman.com  
Contact name Contact email  
401.738.5400 401.737.2650  
Contact telephone Contact fax

**1. BASE BID PRICE**

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

\$ 1,027,000 —  
(base bid price in figures printed electronically, typed, or handwritten legibly in ink)  
ONE MILLION TWENTY SEVEN THOUSAND DOLLARS  
(base bid price in words printed electronically, typed, or handwritten legibly in ink)

• **Allowances**

The Base Bid Price ***includes*** the costs for the following Allowances:

No. 1: Interior cutting & patching (Sec. 01200) \$ 20,000.00

No. 2: Temporary electrical feeds (Sec. 01200) \$ 5,000.00

No. 3: \_\_\_\_\_ \$ \_\_\_\_\_

Total Allowances: \$ 25,000

Solicitation #: 7548654

Solicitation Title: Old State House / Phase I Systems Improvements

- **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: 4/21/14 ✓

Addendum No. 2 dated: 5/2/14 ✓

Addendum No. 3 dated: 5/14/14 ✓

2. **ALTERNATES** (*Additions/Subtractions to Base Bid Price*)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase or reduce the Base Bid Price by the amount set forth below for each Alternate selected.

*Check "Add" or "Subtract."*

\_\_\_ Add \_\_\_ Subtract Alternate No. 1: N/A

\$ \_\_\_\_\_  
(amount in figures printed electronically, typed, or handwritten legibly in ink)

\_\_\_\_\_  
(amount in words printed electronically, typed, or handwritten legibly in ink)

Solicitation #: 7548654

Solicitation Title: Old State House / Phase I Systems Improvements

\_\_\_\_ Add \_\_\_\_ Subtract Alternate No. 2: N/A

\$ \_\_\_\_\_  
(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

\_\_\_\_\_  
(amount *in words* printed electronically, typed, or handwritten legibly in ink)

\_\_\_\_ Add \_\_\_\_ Subtract Alternate No. 3: N/A

\$ \_\_\_\_\_  
(alternate amount *in figures* printed electronically, typed, or handwritten legibly in ink)

\_\_\_\_\_  
(alternate amount *in words* printed electronically, typed, or handwritten legibly in ink)

**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.

Unit Price No. 1: Removal & disposal of ACM pipe insulation \$ 15.00 /LF ✓

Unit Price No. 2: Removal & disposal of ACM floor tile and mastic \$ 22.50 /SF ✓

Unit Price No. 3: \_\_\_\_\_ \$ N/A

**4. CONTRACT TIME**

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

- Start of construction: Within 2 weeks of award

Solicitation #: 7548654

Solicitation Title: Old State House / Phase I Systems Improvements

- Substantial completion: Heating system & related equipment- 11/01/14
- Substantial completion: Air conditioning system & related equip-04/01/15
- Final completion: 05/01/15

**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: \$ N/A.

-----

**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.**

Date: 5/23/14

**BIDDER**

E.W. Burman, Inc  
Name of Bidder

[Signature]  
Signature in ink

Edward W. Burman, Jr. President  
Printed name and title of person signing on behalf of Bidder

# 10484  
Bidder's Contractor Registration Number



**State of Rhode Island  
Department of Administration / Division of Purchases  
One Capitol Hill, Providence, Rhode Island 02908-5855  
Tel: (401) 574-8100 Fax: (401) 574-8387**

**BID 7548654  
HVAC-ELECTRICAL UPGRADES-PHASE I-OLD STATE HOUSE  
BICENTENNIAL BUILDING**

Please note these requirements as they pertain to this bid proposal.

**QUALIFICATIONS TO PERFORM WORK**

The undersigned offers the following information as evidence of its organizational qualifications to perform the work as bid upon according to all requirements of the plans and the specifications.

1. 50 The undersigned has been in business as a General Contractor under present business name for years.
2. Due to the extremely sensitive nature of the work of portions of this project, and the special skills required for same, the following information must be submitted with the bid or the proposal will not be considered.

The Old State House (Bicentennial Building) was listed in the National Register of Historic Places in 1970, and is an important historical building because of its association with significant historical events, and for the quality of its architecture.

1. It is important that the successful bidder be experienced in restoration and rehabilitation of older buildings and with the Secretary of the Interior's Standards for Rehabilitation of Historic Places. The contractor submitting the bid must have been in business under the same name, and doing the same type of work, for a minimum of five years. To demonstrate experience and qualifications provide the following:

- i. ✓ Provide history of the firm, including number of years it has been in business doing general contracting; a list of representative projects with final cost, year completed and description of work (e.g. exterior painting, roof repairs, structural repairs, window replacement, finish carpentry, and distinguish between restoration work, remodeling, renovation or new construction).
- ii. ✓ Provide resumes for principals and key personnel who will be assigned to the project, including a list of relevant projects with which they were personally involved.



**State of Rhode Island  
Department of Administration / Division of Purchases  
One Capitol Hill, Providence, Rhode Island 02908-5855  
Tel: (401) 574-8100 Fax: (401) 574-8387**

**BID 7548654  
HVAC-ELECTRICAL UPGRADES-PHASE I-OLD STATE HOUSE  
BICENTENNIAL BUILDING**

iii. ✓ List three or more historic preservation projects on buildings 100 years old or more that were completed by this firm within the last five years. Include the date of completion, the age of the building, the cost of the project, the architect, a detailed description of the work, and a project reference with phone number.

iv. Subcontractors should have similar experience with historic buildings within their area of expertise. Provide firm history, resume of principals, and a list of relevant projects for each subcontractor.

The owner reserves the right and sole discretion to determine equivalent or prior experience and the right to reject any or all bids which fail to demonstrate equivalent prior experience. The owner will contact project references, and reserves the right to reject bids based on poor performance with similar projects.

Qualifications will be evaluated on the basis of similar project experience for:

- a. Completion of at least 3 similar historically significant projects.
- b. Size and dollar value of similar completed projects.
- c. Contractor's performance with similar projects. (references will be checked)
- d. Contractor's ability to subcontract with qualified firms.
- e. Relevant experience of individuals assigned to the project.



RI Historical Qualifications: Firm History

RI Purchasing Bid Number: 7548654

## **Firm History**

---

**E. W. Burman, Inc.**  
**33 Vermont Avenue**  
Warwick, RI 02888

**E W BURMAN**  
**GENERAL CONTRACTORS**

The company was founded in 1964 by Edward W. Burman, a registered professional engineer. Mr. Burman was previously in charge of all construction operations for one of the largest General Contractors in the country, which was based in Rhode Island. He spent two to three weeks a month traveling the country managing projects worth over \$100,000,000 per annum.

Tiring of the travel, he decided to form his own firm. It would emphasize personal service on a smaller scale and concentrate on work in Rhode Island and nearby Massachusetts.

His three sons were integrated into the firm with summer jobs through high school and college. Upon graduation they all joined the firm as project managers. Tragically in 1977, seemingly in perfect health, Mr. Burman died very suddenly. The firm with sales of \$2,500,000 was passed on to his three sons.

During the next twenty-five years the firm's volume grew ten fold and by design has been maintained at that level to continue to provide the service to the Client that our founder had envisioned. The firm works mainly in the private sector on selected bid lists or negotiated work. Sixty percent of our work each year is for prior customers. Long term clients include Brown University, The Rhode Island School of Design, Fleet Bank, Rhode Island Hospital, Women and Infants Hospital, South County Hospital and Westerly Hospital and the Washington Trust Bank.

The firm's staff both inside the office and out on the construction projects has been very stable over the years. Third generation members have now joined the ranks in the office and out on the jobs to continue the tradition of quality construction.

## **Organization**

---

E. W. Burman, Inc. is a corporation organized under the laws of the State of Rhode Island with the following officers:

President	Edward W. Burman, Jr.
Secretary	Thomas M. Burman
Treasurer	Paul F. Burman

## **Contact Office**

---

### Staff

Management	4
Clerical	4
Project Managers	6
Estimating	3
Superintendents	10
Field Personnel	40

## **Tradition**

---

Three generations of Burmans have managed this company since its founding in 1964. Our record of excellence guides our actions and serves as the foundation on which our reputation has grown over the years. We are proud to be builders.

That pride in our craft remains constant because we have not wavered from our proven business principles: exceed goals and client expectations, maintain a cadre of long-term employees, use the best tools available (including common sense) and honor the trust our clients place in us.

**This pride is our bedrock.**

**RI Historical Qualifications****RI Purchasing Bid Number: 7548654****John Nicholas Brown Center**Restoration  
\$7,500,000Thomas P. I. Goddard  
Brown & Ives Land Co.  
421-7382Cornelis J. deBoer, AIA  
Haynes/ deBoer Associates  
274-1555**Brown University**Robinson Hall Restoration  
\$1,900,000Edward Luppi  
Project Manager  
863-7850Raymond DeCesare, AIA  
Robinson Green Beretta Corp  
272-1730**Swan Point Cemetery**Restoration and Addition  
\$2,500,000.Thomas P. I. Goddard  
Brown & Ives  
421-738Cornelis J. deBoer, AIA  
Haynes/deBoer Associates  
274-1555**Providence Athenaeum**Exterior Restoration  
\$200,000.Cornelis J. deBoer, AIA  
Haynes/deBoer Associates  
274-1555**Brown University**Corliss Brackett House  
Werenfels \$2,500,000.Joanna Saltonstall  
Project Manager  
863-7850Michael Viveiros, AIA  
Durkee Brown Viveiros &  
831-1240**John Brown House Museum**HVAC Upgrade with Geo-Thermal Well  
\$500,000.Bernard Fishman  
Executive Director  
(781) 449-0444Cornelis J. deBoer, AIA  
Haynes/deBoer Associates  
274-1555**Moran Shipping Agencies**Renovation  
\$3,700,000Jason Kelly  
Executive Vice President  
941-7200Virginia L. Branch  
Durkee Brown Viveiros & Werenfels  
831-1240**Brown Hillel**Renovation and Addition  
\$6,500,000.James Mitrano  
Owner's Representative  
(781) 449-0444Cornelis J. deBoer, AIA  
Haynes/deBoer Associates  
274-1555**Brown University**President's House Renovation  
\$2,500,000.Paul Dietel  
Project Manager  
863-7851Steven Lerner, AIA  
Lerner, Ladds + Bartels Inc.  
421-7715**The University Club**Renovation  
\$1,500,000.John D. Marshall  
Building Committee  
725-9370William L. Kite, Jr., FAIA  
William Kite Architects  
272-0240**Rhode Island School of Design Museum**Pendleton House Renovation  
\$1,500,000.Paul Mullen  
Project Manager  
454-6189Cornelis J. deBoer, AIA  
Haynes/deBoer Associates  
274-1555**Rhode Island School of Design**161 South Main Street Renovation  
\$3,500,000.Paul Mullen  
Project Manager  
454-6189James Barnes, AIA  
James Barnes Architects  
751-0520

**Moses Brown School**

East Middle House Renovations  
\$2,900,000.

Philip A. Anderson  
Director of Finance  
831-7350

Robert W. Jones, AIA  
Robert W. Jones & Associates  
203-488-6283

**Old Kent County Courthouse**

Restoration and Addition  
\$1,850,000.

William Sequino, Jr.  
Town Manager  
East Greenwich  
886-8665

William L. Kite, Jr., FAIA  
William Kite Architects  
272-0240

**RI Historical Society Library– Phase II**

Window Replacement  
Systems Improvements  
\$790,000

Cornelis J. deBoer, AIA  
Haynes/deBoer Associates  
274-1555

## **RI Historical Qualifications: Resumes**

**RI Purchasing Bid Number: 7548654**

### ***Project Executive***

**Edward W. Burman, Jr.** earned a Bachelor of Arts Degree in Economics at Brown University in 1969. He joined E. W. Burman, Inc. on a full time basis in 1970 acting as a Project Manager. Elected Vice President of the firm in 1976, he was in charge of operations. Mr. Burman succeeded his father as President and Treasurer in 1977. He currently serves as President.

He is the Past President of the local Associated General Contractors (AGC) chapter and presently serves as its Treasurer. Active on many of the local AGC committees, he has also served on the National AGC Subcontractor Relations Committee.

Mr. Burman will be responsible for all contract negotiations on the project with the Owner. Along with the Project Manager, he will also negotiate all subcontracts.

### ***Project Estimating***

**Thomas M. Burman** joined the firm in 1973 as a Project Manager after earning a Bachelor of Arts Degree in History at the University of Rhode Island and an Associates Degree in Engineering at Wentworth Institute. Elected Assistant Secretary in 1976, he became Secretary of the Corporation in 1980. He is a Past President of the Rhode Island Chapter of CSI.

He is responsible for the in-house computer estimating system utilizing Sage Timberline Estimating software, which we have been using for over a decade and has helped us to improve the accuracy and timely preparation of both budget and lump sum estimates.

With his staff of two, they will provide cost estimating and value engineering services required. They will also assist the Project Manger in integrating the estimate and project schedule.

PROJECT TITLE: **MORAN SHIPPING AGENCIES, INC**  
PROJECT LOCATION: PROVIDENCE, RI  
ORIGINAL VALUE: \$3,648,967.00  
FINAL VALUE: \$3,871,716.00  
TYPE OF CONTRACT: CONSTRUCTION MANAGEMENT



**PROJECT DESCRIPTION:**

THE HISTORIC RHODE ISLAND MEDICAL SOCIETY BUILDING, ADJACENT TO THE STATE CAPITOL, IS THE NEW WORLD HEADQUARTERS FOR THIS GROWING COMPANY. THIS PROJECT CREATES DRAMATIC NEW OFFICE SPACE WHILE HIGHLIGHTING THE BUILDING'S DISTINCTIVE HISTORIC FEATURES. A NEW BOARDROOM IS SUSPENDED WITHIN THE 3-STORY SPACE THAT WAS THE FORMER LIBRARY; AN OPEN OFFICE ENVIRONMENT IS LOCATED IN THE FORMER AUDITORIUM BENEATH A DRAMATIC VAULTED CEILING; AND A NEW STAIRCASE ADDITION PROVIDES SWEEPING VIEWS OF THE NEIGHBORHOOD. THE PROJECT EMPLOYS GEOTHERMAL ENERGY AND MANY OTHER SUSTAINABLE STRATEGIES TO ACHIEVE LEED CERTIFICATION WHILE ALSO UTILIZING STATE AND FEDERAL HISTORIC TAX CREDITS.

**AWARDS:**

**2011 PROVIDENCE PRESERVATION SOCIETY ADAPTIVE REUSE / HISTORIC RESTORATION AWARD**

**CONTACT:** JASON E. KELLY  
**ORGANIZATION:** MORAN SHIPPING AGENCIES  
**TELEPHONE:** (401) 941-7200 X225  
**FAX NUMBER:** (401) 941-3670  
**E-MAIL:** [JKELLY@MORANSHIPPING.COM](mailto:JKELLY@MORANSHIPPING.COM)

**ARCHITECT:** VIRGINIA BRANCH, AIA  
**ORGANIZATION:** DURKEE BROWN VIVEIROS WERENFELS  
**TELEPHONE:** (401) 831-1240  
**FAX NUMBER:** (401) 331-1945  
**E-MAIL:** [VBRANCH@DURKEEBROWN.COM](mailto:VBRANCH@DURKEEBROWN.COM)



# The Public Archaeology Laboratory



## TYPE OF CONTRACT

Construction Management

## CONSTRUCTION VALUE

\$ 2,300,000.

## COMPLETION DATE

September 2012

## TYPE OF CONTRACT

Construction Management

## PROJECT LOCATION

Pawtucket, Rhode Island

## EWB PROJECT MANAGER

Carl T. Angus

## ARCHITECT

Martha Werenfels, AIA

Durkee Brown Viveiros

Werenfels

(401) 831-1240

Mwerenfels@durkeebrown.com

## CONTACT

Stephen Olausen

Executive Director

(401) 728-8780

Solausen@palinc.com

The monumental task of transforming an early 20th-century city relic into a 21st-century landmark is complete. The top-to-bottom restoration of the city's To Kalon (TK) Club, at 26 Main St. In Pawtucket, Rhode Island has finished. E.W. Burman, Inc. transformed it into a stately new headquarters where its 50 or so employees can work comfortably. The biggest difference visitors will notice is that the dark interior that once personified the TK Club is now a bright and airy one with the old drapes gone and the building's trademark dark wood offset by lighter walls and floors. Another big change can be found in the basement, where the old bowling lanes have been replaced by a state-of-the-art lab and storage vault.

Rotating cranks allow PAL employees to move entire storage units of records, with all documents now contained in one very accessible location. Durkee, Brown, Viveiros & Werenfels Architects to prepared plans to rehabilitate the building in accordance with the Secretary of the Interior's Standards for Rehabilitation. The estimated \$2.3 million project utilized tax credits available through the Federal Historic Preservation Tax Incentives program. The City of Pawtucket fully backed the project and provided valuable support in the planning for the rehabilitation of this important historic landmark building.

**E W BURMAN**  
GENERAL CONTRACTORS



# The John Brown House Museum - Phase IV

## TYPE OF CONTRACT

Construction Management

## CONSTRUCTION VALUE

\$ 122,300.

## COMPLETION DATE

March 2012

## PROJECT LOCATION

Providence, Rhode Island



## EWB PROJECT MANAGER

Carl T. Angus

## ARCHITECT

Haynes / DeBoer Associates

(401) 274-1555

haynes.deboer@verizon.net

## CONTACT

Kirsten Hammerstrom,

Deputy Director of Collections

RI Historical Society

(401) 301-9402

[khammerstrom@rihs.org](mailto:khammerstrom@rihs.org)

Located on the slopes of Providence's College Hill, the Rhode Island Historical Society's John Brown House Museum underwent renovations to include new mechanical improvements which also included the installation of a closed-loop geothermal well.

This mechanical work included the installation of an air conditioning system including humidity controls as well as new heat pumps to replace the 20 year-old inefficient boilers. E.W. Burman was also instrumental in helping to secure grants and bringing the project within budget through an extensive value-engineering process. Haynes / De Boer Associates were the Architect for this project.

Built in 1786-8 and enlarged and embellished by subsequent owners, this grand mansion not only features incomparable architecture and extraordinary decorative arts but also tells the compelling stories of the generations of Browns and others who lived and worked there during three centuries. Today this magnificent and elegant building serves as a place in which the public can learn about these men and women who helped to create Rhode Island's capital city.

**E W BURMAN**  
GENERAL CONTRACTORS

RI Historical Qualifications: Subcontractor List

RI Purchasing Bid Number: 7548654

**00250 – DEMOLITION**

*ATLANTIC ABATEMENT*

**02224 – EXCAVATION**

*D. FAZIO EXCAVATION*

**02520 – WELLS**

*SKILLING - AND SONS*

**16000 – ELECTRICAL**

*NOLAN ELECTRIC*

**15500 HVAC**

*NEXT GEN MECHANICAL*



**RI Department of Labor and Training  
Workforce Regulation and Safety Division  
Professional Regulation - Prevailing Wage**

**General Contractor Apprenticeship Certification Form**

This form **MUST** be completed and submitted at the time of bidding and is available on the Department of Labor and Training's Website at www.dlt.ri.gov, under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

7548654

**Bid/RFP Number:** \_\_\_\_\_

**Bid/RFP Title:** \_\_\_\_\_ HVAC-ELECTRICAL UPGRADES-PHASES 1-OLD STATE HOUSE BICENTENNIAL BUILDING

**RIVIP Vendor ID#:** \_\_\_\_\_ 41094

**Vendor Name:** \_\_\_\_\_ E.W. Burman Inc

**Address:** \_\_\_\_\_ 33 Vermont Ave Warwick, RI 02888

**Telephone:** \_\_\_\_\_ 401-738-5400

**Fax:** \_\_\_\_\_ 401-737-2650

**E-Mail:** \_\_\_\_\_ ewburmanjr@ewburman.com

**Contact Person and Title:** \_\_\_\_\_ Edward W. Burman, Jr President

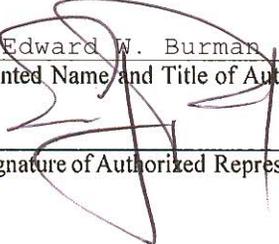
E.W. Burman Inc, 33 Vermont Ave Warwick RI (Company Name & Address) (hereafter "bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13- 3.1 because bidder meets one of the following qualifications (check):

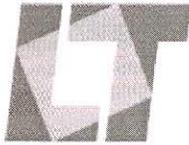
- A.  Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);
- B.  Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);

- C.  Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D.  Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E.  Bidder will not perform work on the awarded contract except through subcontractors (non performance);
- F.  Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

Edward W. Burman Jr President  
Printed Name and Title of Authorized Representative

2-07-14  
Date

  
Signature of Authorized Representative



**RI Department of Labor and Training  
Workforce Regulation and Safety Division  
Professional Regulation - Prevailing Wage**

**General Contractor Apprenticeship Certification Form**

E. W. Burman, Inc., 33 Vermont Ave., Warwick, RI 02888 (Company Name & Address) (hereafter

"bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37-13-3.1 because bidder meets one of the following qualifications (check):

- A.  Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);
- B.  Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);
- C.  Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D.  Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E.  Bidder will not perform work on the awarded contract except through subcontractors (non performance);
- F.  Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

Edward W. Burman, Jr., Pres.

1/29/14

Printed Name and Title of Authorized Representative

Date

Edward W. Burman, Jr.

Digitally signed by Edward W. Burman, Jr.  
DN: cn=Edward W. Burman, Jr., o=E. W. Burman, Inc., email=edburman@ewburman.com, c=US  
Date: 2014.01.29 15:25:55 -0500

Signature of Authorized Representative

discretion. Such examinations may be implemented by the trustees' authorized representatives in connection with the proper administration of the Funds. The expense of such audit of an Employer's records shall be borne by the Funds. In the event that the Funds or their representative shall incur attorneys' fees or other expenses in order to enforce the Funds' right to audit the records of any Employer, such attorneys' fees or other expenses shall be charged against such Employer regardless of whether the Employer shall have been delinquent in contributions to the Fund for the period of the audit.

Section 6. Benefits - The Funds shall be used to provide benefits as determined by the Trustees in accordance with the terms of the Trust and this Agreement.

Section 7. New Federal Health Insurance Law - In the event that a new federal health insurance law becomes effective during the term of this Agreement, the parties agree to meet and reopen the contract to make any changes necessitated by the law and to negotiate other provisions as may be appropriate. In the event the parties are unable to agree upon the changes required by law or other appropriate changes, the matter may proceed to final and binding arbitration pursuant to Article XXVI at the request of either party; provided that the Arbitrator shall not be permitted to increase the cost to the Employer.

## **ARTICLE XII**

### **Apprenticeship and Training**

Section 1. Employer contributions shall be used exclusively for the training and education of apprentices and journeymen skills upgrading and for the administrative costs of the Joint Apprenticeship Committee.

Section 2. Each Employer shall employ a ratio of one (1) apprentice to five (5) journeymen carpenters on the job or within its employ when indentured apprentices are available and assigned to the Employer by the Local Union. No Employer shall layoff an apprentice for lack of work without giving at least twenty-four (24) hours prior notice to the Local Union. Each Employer must have at least one (1) apprentice per company.

Section 3. Both parties agree to comply with the Standards of Apprenticeship as established by the Joint Apprenticeship Committee for the training of apprentice carpenters as applicable under this Agreement. OSHA - 10 certification cards are mandatory for all employees.

Section 4. The basic hourly rate for Carpenter Apprentices shall be the percentages listed in the following schedule to be applied to the Journeyman Carpenter basic wage rate:

- First six month period at 50%
- Second six month period at 60%
- Third six month period at 70%
- Fourth six month period at 75%
- Fifth six month period at 80%
- Sixth six month period at 80%
- Seventh six month period at 90%
- Eight six month period at 90%

All advancements must be verified by the JATC in writing.

All third and fourth year apprentices will receive journeyman receipts. All first and second year apprentices will receive an annuity in addition to the health, apprenticeship, IAF, CLMP, and national funds.

Section 5. The Apprenticeship Fund shall annually submit to the Associations and Union, a list of indentured apprentices with the proposed completion date for each apprentice.

Section 6. Specialty trade employees who have become technologically unemployed shall be permitted to enter the Apprenticeship and Training Program for retraining. Said employee shall be granted advanced standing in the Apprenticeship Program on the basis of his or her demonstrated ability and knowledge and shall be paid the rate of the apprenticeship period to which he or she is assigned.

Section 7. Laid off apprentices and journeymen shall be eligible for unemployment insurance in accordance with R.I. State and Federal law.

### ARTICLE XIII

#### The New England Carpenters Labor Management Program

Section 1. Purpose – The New England Carpenters Labor Management Program was established by an appropriate Agreement and Declaration of Trust, pursuant to Section 302 (c) of the National Labor Relations Act, as amended. The purpose of the Program (Fund) is to provide labor management assistance and service to any participant employer or labor organization; promote the general welfare of employers and their employees in the construction industry; seek and improve harmonious relationships between labor and management in the construction industry; demonstrate that labor and management can effectively cooperate to establish an appropriate environment conducive to producing cost efficient construction projects; establish and maintain an appropriate educational program to further educate the members of the labor organizations in methods and means to obtain the goals established by the Program (Fund); and engage in problem-solving efforts in the mutual interests of labor and management in the construction industry.

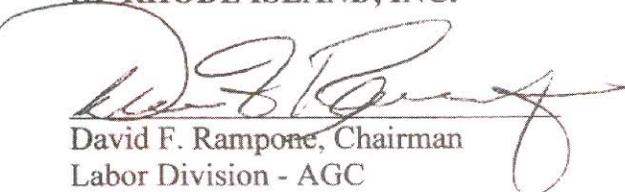
Section 2. Trustees – This Fund shall be administered by an equal number of trustees appointed by and representing the Union and the Associations – Associated General Contractors of Massachusetts; Building Trades Employers' Association of Boston and Eastern Massachusetts; Construction Industries of Massachusetts, Labor Relations Division; Associated General Contractors of Rhode Island – Labor Division; Construction Industries of Rhode Island; Building Trades Employers' Labor Policy Division of the Construction Industry Association of Western Massachusetts, Inc.; AGC/CCIA Building Contractors Labor Division of Connecticut, Inc.; Northeast Flooring Contractors Association Inc.; and The Foundation and Marine Contractors Association of New England.

Section 3. If on a particular project an Employer is not required to make contributions to the New England Carpenters Labor Management Program and if the Employer decides not to make contributions in the amount set forth in this Agreement to the Carpenters Labor Management Program, the Employer shall be required to make contributions in that amount as an additional payment to the RI Carpenters Apprenticeship Fund.

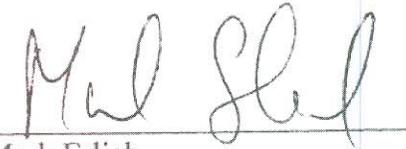
**ARTICLE XXXI**  
**Expiration Provision**

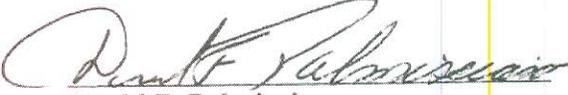
This agreement will expire on June 2, 2013 except that if neither party to this Agreement gives notice in writing to the other party between February 4, 2013 and April 5, 2013 that it desires a change after June 2, 2013 then this Agreement will continue in effect until June 1, 2014 and so on each year thereafter unless on or before June 1<sup>st</sup> of each year thereafter a notice is given by either party.

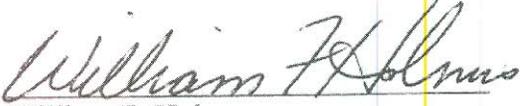
**LABOR RELATIONS DIVISION OF THE  
ASSOCIATED GENERAL CONTRACTORS  
OF RHODE ISLAND, INC.**

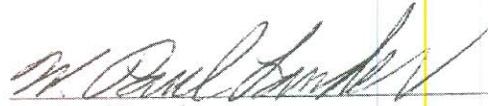
  
David F. Rampone, Chairman  
Labor Division - AGC

**NEW ENGLAND REGIONAL COUNCIL  
OF CARPENTERS**

  
Mark Erlich  
Executive Secretary/Treasurer

  
David F. Palmisciano  
District Business Manager

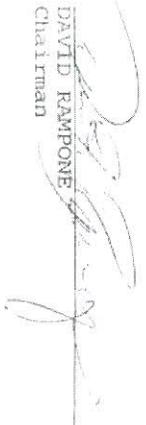
  
William F. Holmes  
Business Manager, RI

  
W. Paul Lander  
Business Representative

  
Thomas Savoie  
Business Representative

on or before sixty (60) days prior to May 31 of any year thereafter notice is given by either party that it desires to change, modify or terminate this Agreement.

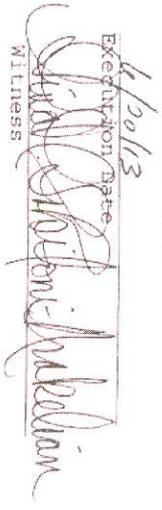
RHODE ISLAND CHAPTER,  
ASSOCIATED GENERAL  
CONTRACTORS OF AMERICA, INC.  
LABOR RELATIONS DIVISION

  
DAVID RAMPONE  
Chairman

RHODE ISLAND LABORERS' DISTRICT  
COUNCIL of the Laborers'  
International Union of North  
America, AFL-CIO, on behalf of  
Local Union 271

  
MICHAEL F. SABITONI  
Business Manager  
CONSTRUCTION & GENERAL LABORERS'  
LOCAL UNION 271

  
Michael F. Sabitoni  
Business Manager

*4/30/13*  
  
Stephen M. Belton  
Witness

APPENDIX "A"  
INCORPORATED BY REFERENCE

Craft Jurisdictional claims of the Laborers' International Union of North America defines the work forth, and shall be assigned and performed by members bargaining unit:

TENDERS: Tending masons, plasterers, carpenter other building and construction crafts.

Tending shall consist of preparation of materials and the handling and conveying of materials to be use mechanics of other crafts, whether such preparation is hand or any other process. After the material has be prepared, tending shall include the supplying and cor of said material and other materials to such mechanic whether by bucket, hod, wheelbarrow, buggy, or other motorized unit used for such purpose, including fork when used at levels not in excess of nine feet.

Unloading, handling and distributing of all mat fixtures, furnishings and appliances from point of del to stockpiles and from stockpiles to approximate poir installation.

Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat or any other process.

Cleaning and clearing of all debris, including brushing of windows, scraping of floors, removal of su material from all fixtures within confines of structure and cleaning of all debris in building and constructi area. The general cleanup, including sweeping, clear washdown and wiping of construction facility, equime furnishings and removal and loading or burning of all including crates, boxes, packaging waste material. v power washing or cleaning of walls, partitions, ceili windows, bathrooms, kitchens, laboratory, and all fxt and facilities therein. Cleanup, mopping, washing, v and polishing or dusting of all floors or areas.

The aging and curing of concrete, mortar and ot materials applied to walls, floors, ceilings and founc of buildings and structures, highways, airports, over and underpasses, tunnels, bridges, approaches, viaduc ramps or other similar surfaces by any mode or methoc

SCAFFOLDS Erection, planking and removal of al

doing business in the computation of federal income tax of the Employers.

Section 3. There shall be a total of eight (8) Trustees to constitute the Board of Trustees to administer the Fund. Said Trustees to be appointed are as follows:

four (4) Trustees shall be appointed by the Rhode Island Laborers' District Council; two (2) Trustees shall be appointed by the Association, and two (2) Trustees shall be appointed by the Construction Industries of Rhode Island. Representatives on the Board of Trustees shall at all times be equally divided among union and management (Association and Construction Industries of Rhode Island) representatives. Each of the appointing parties shall have the power to remove, replace and appoint successors to Trustees appointed by them.

Section 4. The failure to contribute by the Employer to the said training fund, as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XV herein. The New England Laborers' Training Trust Fund shall meet the requirements of all Federal and State laws regarding the same, including the Internal Revenue Service.

#### ARTICLE XI A

##### RHODE ISLAND LABORERS' APPRENTICESHIP PROGRAM

The parties hereby incorporate by reference as part of this agreement the "Apprenticeship Standards for the Construction Craft Laborer" adopted by the parties and approved by the U.S. DOL Bureau of Apprenticeship and Training on May 19, 1997 and the Rhode Island State Apprenticeship Council. Employers employing one or more apprentices shall

Council Apprentice Program under the above-referenced standards for construction craft laborer.

a) An employer may employ apprentices on any job in the ratio of one (1) apprentice for each five (5) jour workers. Apprentices shall work under the supervision of competent and qualified journey workers on the job. Instruction in safety and safe work practices will be of the job instructions in addition to that included in related instruction and in special off job courses.

b) Apprentices shall be paid the following percentages of the Journey workers Laborers' basic hour rate as outlined in Article III

Hours	Percentage of Journeymen's rate
1-999	60%
1000-1999	70%
2000-2999	80%
3000-4000	90%
4001 and after	100%

The above rates may be adjusted for individual apprentices making accelerated progress. Such adjusted provisions may only be made by Committee action.

c) Apprentices shall receive the full benefit pac

#### ARTICLE XI B

##### NEW ENGLAND LABORERS' LABOR-MANAGEMENT

##### COOPERATION TRUST FUND

Section 1. Each employer agrees to pay Fifteen ( Cents per hour worked by each employee covered by the t of this Agreement to a fund known as the "New England



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

TTY:

Via RI Relay 711

Lincoln D. Chafee  
Governor

Charles J. Fogarty  
Director

**STATE CONTRACT ADDENDUM**

**RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING**

**PREVAILING WAGE REQUIREMENTS  
(37-13-1 ET SEQ.)**

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at [www.dlt.ri.gov/pw/Posters.htm](http://www.dlt.ri.gov/pw/Posters.htm) .poster/htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

*An Equal Opportunity Employer/Program./Auxiliary aids and services are available upon request to individuals with disabilities.*

TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone; (401) 462-8000  
TTY; Via RI Relay 711

Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at [www.dlt.ri.gov/pw.forms/htm](http://www.dlt.ri.gov/pw.forms/htm), as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

*An Equal Opportunity Employer/Program. / Auxiliary aids and services are available upon request to individuals with disabilities.*

TTY via Rf Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone: (401) 462-8000  
TTY: Via RI Relay 711

Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

**CERTIFICATION**

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: [Signature]  
Title: President

Subscribed and sworn before me this 20<sup>th</sup> day of March, 2014.

Ann M. Saccocia  
Notary Public  
My commission expires: July 14, 2017

*An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.*

*TTY via RI Relay 711*



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex

1511 Pontiac Avenue

Cranston, RI 02920-4407

Telephone: (401) 462-8000

APPENDIX A

**TITLE 37**

**Public Property and Works**

**CHAPTER 37-13**

**Labor and Payment of Debts by Contractors**

**SECTION 37-13-5**

**§ 37-13-5 Payment for trucking or materials furnished - Withholding of sums due.** -A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

**APPENDIX B**

**TITLE 37**

**Public Property and Works**

**CHAPTER 37-13**

**Labor and Payment of Debts by Contractors**

**SECTION 37-13-7**

**§ 37-13-7 Specification in contract of amount and frequency of payment of wages.**

-(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

**E. W. BURMAN, INC.**  
**Corporate Resolution**

A meeting of the Board of Directors of E. W. Burman, Inc. was held on the 7<sup>th</sup> day of February 2014 at the offices of the corporation in Warwick, RI.

The President presented to the meeting a form of bid between the State of Rhode Island and this Corporation. The President recommended that the corporation specifically approve the signing of this document.

Upon motion duly made and seconded, it was duly and unanimously:

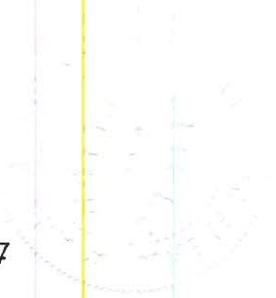
**VOTED:** That Edward W. Burman, Jr., President of the Corporation is authorized on behalf of the corporation to execute such contract.

There being no further business, the meeting adjourned.

  
Thomas M. Burman, Secretary

Subscribed and sworn before me this 7<sup>th</sup> day of February 2014

Ann M. Saccoccia  
Notary Public  
My commission expires: July 14, 2017



State of Rhode Island  
PAYER'S REQUEST FOR TAXPAYER  
IDENTIFICATION NUMBER AND CERTIFICATION

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$60 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

**Taxpayer Identification Number (T.I.N.)**

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

Employer ID No. (EIN)

--	--	--

05	03067532
----	----------

**NAME** E. W. BURMAN, INC.

**ADDRESS** 33 Vermont Avenue

**(REMITTANCE ADDRESS, IF DIFFERENT)** Warwick RI 02888

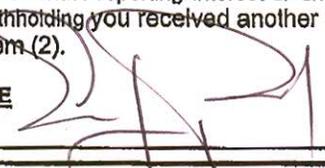
**CITY, STATE AND ZIP CODE**

**CERTIFICATION:** Under penalties of perjury, I certify that:

- (1) 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
- (2) I am not subject to backup withholding because either: (A) 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 (B) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions** -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

**PLEASE SIGN HERE**

**SIGNATURE**  **TITLE** President **DATE** 3-20-14 **TEL NO.** 738-5400

**BUSINESS DESIGNATION:**

- Please Check One: Individual  Medical Services Corporation  Government/Nonprofit Corporation   
Partnership  Corporation  Trust/Estate  Legal Services Corporation

**NAME:** Be sure to enter your full and correct name as listed in the IRS file for you or your business.

**ADDRESS, CITY, STATE AND ZIP CODE:** Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

**CERTIFICATION** -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

**BUSINESS TYPE CHECK-OFF** -- Check the appropriate box for the type of business ownership.

Mail to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908

# THE AMERICAN INSTITUTE OF ARCHITECTS



A 1A Document A 3 1 0

## 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, Division of Purchases, Providence, RI 02908

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 Solicitation #7548654

HVAC - Electrical Upgrades-Phases 1 - Old State House Bicentennial Building

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

23rd

day of May

2014

Ann M. Saccoccia

(Witness)

E. W. Burman, Inc.

(Principal)

(Seal)

(Title)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety)

(Seal)

Denise F. Levesque

(Witness)

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. 005581279

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, 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 are corporations duly organized under the laws of the State of Connecticut, 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 31st day of July, 2013.

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]
Robert L. Raney, Senior Vice President

On this the 31st day of July, 2013, before me personally appeared Robert L. Raney, 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, 2016.



[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

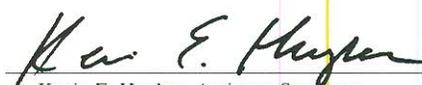
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is 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, Kevin E. Hughes, 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 23rd day of May, 2014

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://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.