

State of Rhode Island and Providence Plantations  
Department of Administration  
Division of Purchases

**RIVIP BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - BIDDER INFORMATION**

*Bidder must be registered as a vendor on the RIVIP system at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) to submit a bid proposal.*

**Solicitation Number:** 7550675A5  
**Solicitation Title:** WATKINS HALL ROOF AND WINDOW IMPROVEMENTS - BAY CAMPUS, URI

**Bid Proposal Submission  
Deadline Date & Time:** 7/14/2016 10:30AM

**RIVIP Vendor ID #:** 41094  
**Bidder Name:** E.W. Burman, Inc  
**Address:** 33 Vermont Ave  
Warwick , RI 02888  
USA

**Telephone:** (401) 738-5400  
**Fax:** (401) 737-2650  
**Contact Name:** Edward W. Burman III  
**Contact Title:** Project Manager  
**Contact Email:** ewburmaniii@ewburman.com

**SECTION 2 - DISCLOSURES**

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

*Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below*

- N  1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N  2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N  3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.
- N  4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public

corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.

Disclosure details (continue on additional sheet if necessary):

Multiple horizontal lines for providing disclosure details.

SECTION 3 - OWNERSHIP DISCLOSURE

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

If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder; otherwise, complete ownership disclosure is required.

List each officer, director, manager, stockholder, member, partner, or other owner or principle of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the bidder.

Table with 2 columns: Name and Title. Entries include Edward W. Burman, Jr. (President) and Paul F. Burman (Treasurer).

SECTION 4 - CERTIFICATIONS

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

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

THE BIDDER CERTIFIES THAT:

- Five numbered statements regarding conflict of interest, licenses, insurance, falsification, and bonus payment, each with a 'Y' response.



**DOCUMENT 00410 - BID FORM**

Revised June 7, 2016

Date: July 14, 2016To: The State of Rhode Island Department of Administration  
Division of Purchases, 2<sup>nd</sup> Floor  
One Capitol Hill, Providence, RI 02908-5855Project: New Roof and Windows at Watkins Hall  
University of Rhode Island, Narragansett Bay Campus  
215 South Ferry Road, Narragansett, Rhode IslandSubmitted by: E.W. Burman, Inc  
(include address, 33 Vermont Ave Warwick, RI 02888 (401) 738-5400 (401) 737-2650 (f)  
tel. & FAX nos.,  
and license no. RI# 10484  
if applicable)

## 1. BID

Having examined the Place of The Work and all matters referred to in the Bid Documents and in the Contract Documents prepared by Saccoccio & Associates, Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

SEVEN HUNDRED EIGHT THOUSAND EIGHT HUNDRED NINETY - SEVEN (\$ 708,897.<sup>00</sup>)  
(written, and DOLLARS AND 00/100 numerically)

- We have included the Bid Security in the above Bid Sum as required per Article 3 of the Supplemental Instructions to Bidders, Section 00210.
- We have included 100% Payment and Performance Bonds in the above Bid Sum.
- We have included the original Bid and required additional "public copy" per Document 00210 – Supplemental Instructions to Bidders.

## 2. ALLOWANCES

We have included the specified Allowances, from Attachment 01201 in Division 1 of the Specifications, in the above Bid Sum as follows:

1. Replace wood roof substrate and blocking at existing concealed locations.	\$ 10,000
2. For modifications to existing construction due to unforeseen structural and hidden conditions.	\$ 25,000
Total	\$ 35,000

## 3. ALTERNATES

We propose to modify the above Bid Sum by the following amount as identified by a numbered Alternative specified in Section 01201 of the Specifications, and as may be selected by the Owner:

## Alternate No. 1: Storefront, Windows, Doors &amp; Sloped Glazing

This Alternate contemplates the addition to the Base Bid all work shown on Drawings A3.1 and A4.1 except for the purchase and installation of the "C" windows.

The "C" windows are to be included in the Base Bid.

SEVEN HUNDRED SEVENTY ONE THOUSAND FORTY DOLLARS (\$ 771,040.<sup>00</sup>.)  
(written, and numerically)

## 4. UNIT PRICES

N/A

## 5. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

- Proceed under the Agreement, subject to compliance with required State regulatory agency approvals as described in the Bid Documents.
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.
- Commence work within seven days after receipt of a Purchase Order from URI Purchasing.

If this bid is accepted within the time stated, and we fail to commence the Work, or we fail to provide the required Bonds, the security deposit shall be forfeited to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

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.

## 6. CONTRACT TIME

If this Bid is accepted, we will achieve Substantial Completion of the base bid Work within ninety (90) calendar days. If alternate #1 is accepted the project completion time will be extended by ninety (90) additional calendar days for the window project only. We have included all premium time or additional staffing required to accommodate this schedule.

## 7. REQUIREMENT FOR REGISTRATION NUMBER

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

REGISTRATION NUMBER:

10484

8. 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 June 10, 2016.

Addendum No. 2, dated June 24, 2016.

Addendum No. 3, dated July 6, 2016.

Addendum No. 4, dated July 7, 2016.

Addendum No. 5, dated July 7, 2016.

9. BID FORM SIGNATURE(S)

E.W. Burman, Inc

(Bidder's name)

By: Edward W. Burman, Jr.

Title: President

Corporate Seal:

**END OF DOCUMENT**



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: Edward W. Burman, Jr.

Title: President

Subscribed and sworn before me this 14<sup>th</sup> day of July, 2016

Ann M. Saccoccia  
Notary Public  
My commission expires: 7-14-2017

*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.



**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](http://www.dlt.ri.gov), under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

**Bid/RFP Number:** 7550675

**Bid/RFP Title:** Watkins Hall Roof and Window Improvements - Bay Campus, URI

**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

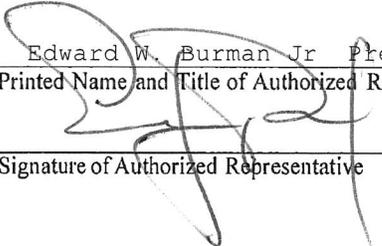
**E-Mail:** ewburmanjr@ewburman.com

**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

July 17, 2016  
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.

1/29/15

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., ou=  
email=ewburman@ewburman.com, c=US  
Date: 2014.01.29 15:25:55 -0500

Signature of Authorized Representative

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.

Section 8. There will be a mandatory training program established which will be funded at the rate of \$ 0.05 per hour by all carpenters paid by the Employer. The parties to this Agreement have agreed to implement a mandatory training and incentive program. During the term of this Agreement, all carpenters, including foremen, working under this Agreement shall be required to obtain certifications in the following: (1) OSHA 30; (2) Scaffold User; (3) First Aid/ CPR/ AED and (4) Fall Protection. To fund the incentive portion of this program for carpenters required to take these training courses during non-work time, the employers shall make a \$.05 per hour contribution to the New England Carpenters Labor Management Program ("CLMP"). A Labor Management Committee working with the Trustees of the New England Carpenters Training Fund shall establish the specifics of the training program, including the specifics of the journeymen upgrade training to be required after the completion of the training in the four areas identified above. A Labor Management Committee shall also meet with the Trustees of CLMP to establish the incentive program that will accompany this mandatory training program. The mandatory training is required as a condition of employment for all carpenter employees, including foremen.

### 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

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 New England Carpenters Training Fund for the training of apprentice carpenters as applicable under this Agreement. OSHA – 10 certification cards are mandatory for all employees. All apprentice training will be performed at the New England Carpenters Training Center in Millbury.

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:

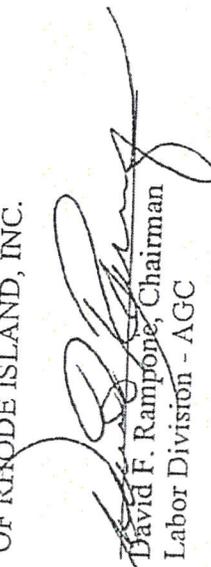
First six month period at 50%  
Second six month period at 60%  
Third six month period at 70%  
Fourth six month period at 75%  
Fifth six month period at 80%  
Sixth six month period at 80%

The Employer recognizes that the Union, pursuant to the National Labor Relations Act, has the right to request that the Employer provide it with information relating to whether it manages and/or coordinates contracts or work or selects subcontractors.

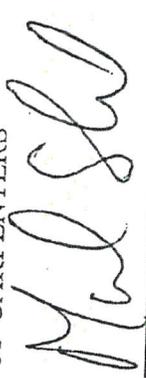
**ARTICLE XXXI**  
**Expiration Provision**

This agreement will expire on June 5, 2016 except that if neither of the parties identified on Page 3 of this Agreement gives notice in writing to the other party between February 1, 2016 and April 1, 2016 that it desires a change after June 5, 2016 then this Agreement will continue in effect until June 4, 2017 and so on each year thereafter unless between February 1 and April 1 of each year thereafter a notice is given by either party. This year to year evergreen clause does not apply to any independent non-association employers. If neither the Union nor the independent employer gives notice between February 1, 2016 and April 1, 2016 they are bound to the successor to this Agreement for its full term.

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

  
David F. Rampono, Chairman  
Labor Division - AGC

NEW ENGLAND REGIONAL COUNCIL  
OF CARPENTERS

  
Mark Erlich  
Executive Secretary/Treasurer

  
David F. Palmisciano  
District Business Manager



ing business in the computation of federal income tax of  
e Employers.

Section 3. There shall be a total of eight (8)  
ustees to constitute the Board of Trustees to administer  
e Fund. Said Trustees to be appointed are as follows:  
ur (4) Trustees shall be appointed by the Rhode Island  
borers' District Council; two (2) Trustees shall be  
ointed by the Association, and two (2) Trustees shall  
appointed by the Construction Industries of Rhode  
land. Representatives on the Board of Trustees shall at  
l times be equally divided among union and management  
ssociation and Construction Industries of Rhode Island)  
representatives. Each of the appointing parties shall have  
e power to remove, replace and appoint successors to  
ustees appointed by them.

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

#### ARTICLE XI A

##### RHODE ISLAND LABORERS' APPRENTICESHIP PROGRAM

e parties hereby incorporate by reference as part of this  
reement the "Apprenticeship Standards for the Construction  
aft Laborer" adopted by the parties and approved by the  
S. DOL Bureau of Apprenticeship and Training on May 19,  
97 and the Rhode Island State Apprenticeship Council.

Employers employing one or more apprentices shall

Council Apprenticeship  
standards for con:

a) An employe  
in the ratio of or  
workers. Apprenti:  
of competent and c  
Instruction in saf  
of the job instruc  
related instructio

b) Apprenti  
percentages of the  
rate as outlined i  
Hours

1-999

1000-1999

2000-2999

3000-4000

4001 and after

The above rat  
apprentices making  
provisions may only

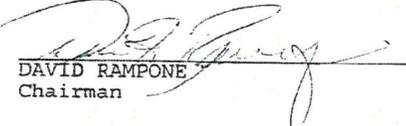
c) Apprentic

NEW ENGL

Section 1. E  
Cents per hour work  
of this Agreement t

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.

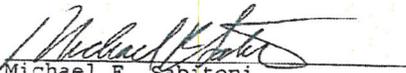
RHODE ISLAND CHAPTER,  
ASSOCIATED GENERAL  
CONTRACTORS OF AMERICA, INC.  
LABOR RELATIONS DIVISION

  
\_\_\_\_\_  
DAVID RAMPONE  
Chairman

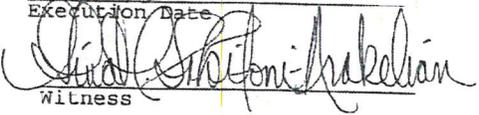
RHODE ISLAND LABORERS' DISTRICT  
COUNCIL of the Laborers'  
International Union of North  
America, AFL-CIO, on behalf of  
Local Union 271

  
\_\_\_\_\_  
MICHAEL F. SABITONI  
Business Manager

CONSTRUCTION & GENERAL LABORERS'  
LOCAL UNION 271

  
\_\_\_\_\_  
Michael F. Sabitoni  
Business Manager

6/20/13  
Execution Date

  
\_\_\_\_\_  
Witness



FORM W-9  
REV 8/15

STATE OF RHODE ISLAND  
FORM W-9 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 \$50 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	0306752
----	---------

**NAME** E.W. Burman, Inc

**ADDRESS** 33 Vermont Ave

**CITY, STATE AND ZIP CODE** Warwick, RI 02888

**PAYMENT REMITTANCE ADDRESS, IF DIFFERENT FROM THE ADDRESS ABOVE**

**ADDRESS**

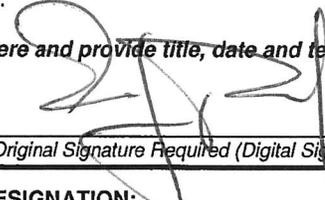
**CITY, STATE AND ZIP CODE**

**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 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.
- (3) I am a U.S. citizen or other U.S. person (as defined by the IRS).

**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.

*Please sign here and provide title, date and telephone number:*

**SIGNATURE**  **TITLE** President **DATE** 7-14-2016 **TEL NO** 401.738.5400  
*Original Signature Required (Digital Signature Not Acceptable)*

**BUSINESS DESIGNATION:**

*Please Check One:* Individual  Corporation  Trust/Estate  Government/Nonprofit Corporation   
Partnership  Medical Services Corporation  Legal Services Corporation   
LLC Tax Classification: Single Member (Individual)  Partnership  Corporation

**TIPS:**

**NAME:** Be sure to enter your full and correct legal name as shown on your income tax return for the SSN or EIN provided.

**ADDRESS, CITY, STATE AND ZIP CODE:** If you operate a business at more than one location, adhere to the following:

- 1) Same EIN 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 EIN for each different location -- submit a completed W-9 form for each EIN and location. (One year-end tax information return will be reported for each EIN and remittance address.)

**Mail Completed Form To:**  
Supplier Coordinator  
Purchasing Department  
One Capitol Hill, 2nd Floor  
Providence RI 02908

**Or Email To:** [doa.pursuppliercoordinator@purchasing.ri.gov](mailto:doa.pursuppliercoordinator@purchasing.ri.gov)

For State Use Only:  
IRS \_\_\_ RI SOS \_\_\_ FED \_\_\_ Other \_\_\_  
RI Supplier # \_\_\_\_\_ Approved \_\_\_\_\_  
Date Entered \_\_\_\_\_ Entered By \_\_\_\_\_

# THE AMERICAN INSTITUTE OF ARCHITECTS



A IA 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 \_\_\_\_\_  
The Rhode Island Board of Education, URI and State of Rhode Island. c/o Offices of Capital Projects

c/o Office of Capital Projects, URI, Sherman Bldg., 60 Tootell Rd, Kingston, RI. Attn: Paula M. Depace, PE

as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the amount of the  
\_\_\_\_\_ 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 Watkins Hall Roof and Window Improvement  
Bay Campus, URI

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 7th day of July 2016

Ann M. Saccaia

(Witness)

E. W. Burman, Inc.,

(Principal)

(Seal)

(Title) President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,

(Surety)

(Seal)

James J. Bromage, 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. 006872357

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 8th day of June, 2016.

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 8th day of June, 2016, 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, 2021.



[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

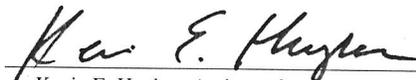
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is 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 7th day of July, 2016.

  
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.