

Rhode Island Quasi-Public Contract Offer By

University of Rhode Island

SECTION 1 – RIVIP VENDOR INFORMATION

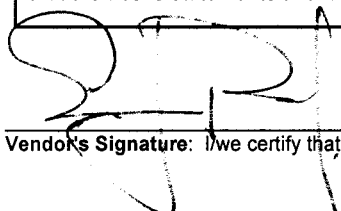
Bid/RFP Number: 2166A4
Bid/RFP Title: CONSTRUCTION OF THE URI WELLNESS & FITNESS CENTER
Bid Contact Person: PURCHASING
Bid Contact Phone: (401) 874-2171
Opening Date & Time: 12/1/2011 1:00 PM
RIVIP Vendor ID #: 41094
Vendor Name: E.W. Burman, Inc
Address: 33 Vermont Ave
Warwick, RI 02888 USA
Telephone: (401) 738-5400
Fax: (401) 737-2650
E-Mail: ewburmaniii@ewburman.com
Contact Person: Edward W. Burman III
Title: Project Manager

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.state.ri.us. 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.

Submission Information

Submit offers as required within the Bid/RFP document. This contract is NOT a state bid.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate, (3) that vendor understands and has complied with the requirements set forth.



Vendor's Signature: We certify that the above vendor information is correct and complete.

Date December 1, 2011

Edward W. Burman, Jr., President

Print Name and Title of company official signing offer

PURCHASING DEPARTMENT
581 Plains Road, Suite 3, Kingston, RI 02881 USA p: 401.874.2171 f: 401.874.2306 uri.edu/purchasing



BID/PROPOSAL

COMMODITY: CONSTRUCTION: WELLNESS & FITNESS CTR DATE: 10/31/2011

FORMAL BID NO. _____ PUBLIC BID NO. 2166 RFP NO. _____

BIDS ARE TO BE RECEIVED IN URI PURCHASING DEPARTMENT BY: DATE: 11/22/2011 TIME: 3:00PM

BUYER: TRACEY ANGELL/ew  SURETY REQUIRED: YES: X NO: _____

PRE-BID/PROPOSAL CONFERENCE: DATE: 11/8/2011 TIME: 10:00 AM
MANDATORY: YES: X NO: _____

LOCATION: URI ROGER WILLIAMS CENTER, BUTTERFIELD ROAD
KINGSTON, RI 02881

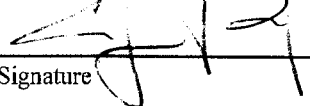
BE SURE ALL INFORMATION SHOWN BELOW IS CORRECT.
FEDERAL EMPLOYER IDENTIFICATION NUMBER MUST BE INCLUDED.

COMPANY NAME: E. W. BURMAN, INC. FEIN: _____
STREET AND NUMBER: 33 Vermont Avenue
CITY, STATE & ZIP CODE: Warwick, RI 02888
ORDERING E-MAIL ADDRESS: ewburmanjr@ewburman.com

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

Edward W. Burman, Jr., President
Print Name and Title

738-5400 (p) 737-2650 (f)
Telephone Number/Facsimile Number


Signature

December 1, 2011
Date

Company F.E.I.N.

THIS BID WILL NOT BE HONORED UNLESS SIGNED
The University of Rhode Island is an equal opportunity employer committed to the principles of affirmative action.

University of Rhode Island Bidder Certification Form/Contract Offer

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM/CONTRACT OFFER. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Rules for Submitting Offers

This Certification Form/Contract Offer must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with the University of Rhode Island. As such, submittal of the entire Bidder Certification Form/Contract Offer, 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 number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes.

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

Bids must be submitted on the URI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

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

RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/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.

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

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

PREVAILING WAGE and OSHA SAFETY TRAINING REQUIREMENTS. The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws §37-13-1 et seq. and §28-20-1 et seq. shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

Apprenticeship Rhode Island General Laws §37-13-3 1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at One Million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the University for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting the Rhode Island Vendor Information Program (RIVIP) at www.purchasing.ri.gov, Vendor Information, Bid/Grant Opportunities, External Postings, Bidding Entities: University of Rhode Island, Bid Status: Awarded or appearing in person at the University of Rhode Island Purchasing Office Mondays through Fridays between 8:30 am – 3:30 pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

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

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

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

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the University of Rhode Island, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered unless the vendor has obtained a written change order or contract amendment issued by the University of Rhode Island Purchasing Office PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the University of Rhode Island Purchasing Office, shall be considered a binding contract.

REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND BOARD OF GOVERNORS FOR HIGHER EDUCATION 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, including the Board of Governors for Higher Education General Terms and Conditions of Purchase. The regulations, General Terms and Conditions are incorporated into all University of Rhode Island contracts and can be viewed at: www.righe.org/procurementregs113006.pdf and www.purchasing.ri.gov.

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.

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

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

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

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

Effective January 1, 2011 all *public works project* related bids or proposals exceeding One Million (\$1,000,000) dollars are required to include a "public copy". All agency contract solicitations, requests for proposals, invitations for bids, etc., shall state that any bid or proposal that exceeds One Million (\$1,000,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of One Million (\$1,000,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. For further information, please see R.I. Gen. Laws §37-2-18 (P.L. 221) www.rilin.state.ri.us/PublicLaws/law10/law10221.htm and Purchasing Rules & amendment at www.purchasing.ri.gov/Notices2.aspx.

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

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. Incomplete certification forms are grounds for disqualification of offer.

You **MUST** answer 'Yes' or 'No' to the following questions:

N__1 Has your firm (or any principal) been subject to the following findings by the Federal Government, State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM (S)

N__2 Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?

y__3 I/we certify that I/We will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

Y__4 I/we acknowledge that, in accordance with (1) RIGL Section §37-2-54(C) "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe," and (2) RIGL section §37-2-7(16) which identifies the Board of Governors for Higher Education as a public agency and gives binding contractual authority to the University Purchasing Agent.

y__5 I/we certify that all of the vendor information provided is correct and complete.

Y__6 I/we certify that I or my firm possesses all licenses required by Federal and State law and regulation as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

y__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 University of Rhode Island Purchasing Agent in writing of such circumstance.

Y__8 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

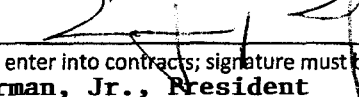
y__9 I/we acknowledge that the provisions and procedures set forth in the form apply to any contract arising from this offer.

Y__10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General laws of Rhode Island) and , Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) and the Board of Governors Website (www.ribghe.org/procurementregs113006.pdf) apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein.

y__11 NEW REQUIREMENT*- IMPORTANT!! I/we hereby acknowledge that I/we understand that effective January 1, 2011 all public works related project bids or proposals exceeding One Million Dollars (\$1,000,000), inclusive of all proposed alternates, must include a "public copy" as required by R.I. Gen. Laws §37-2-18 and the "Rules, Regulations and General Conditions of Purchasing". It is further understood that any bid or proposal in excess of One Million dollars (\$1,000,000) which does not include a copy for public inspection shall be deemed to be non-responsive.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 OR 2 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #3 - 11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT.

Signature below commits vendor to the attached offer and certifies (1) that the offer reflects all solicitation amendments (2) that the above statements and information are accurate (3) that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature:  Bid Number: 2166 Date: 12-1-11
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)
Edward W. Burman, Jr., President **738-5400**

Print Name and Title of Company official signing offer Telephone Number

DOCUMENT 00 41 00 - BID FORM
December 1, 2011

Date: _____

To: University of Rhode Island
PURCHASING DEPARTMENT
Dining Services Center
581 Plains Road, Suite 3
Kingston, RI 02881

Project: URI WELLNESS AND FITNESS CENTER
University of Rhode Island, Kingston Campus

Submitted by: **E. W. BURMAN, INC.**
(include address, **33 Vermont Avenue, Warwick, RI 02888**
tel. & FAX nos., _____
and license no. **738-5400 (p) 737-2650 (f) 10484 (lic. #)**
if applicable)

1. BID

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents prepared by William Kite Architects, Inc. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

nine million eight hundred thirty two thousand dollars — (\$ **9,832,000.00**
numerically)

We have included the specified cash and contingency allowances from Section 01 20 00 in Division 1 of the Specifications in the above Bid sum as follows:

Construction Allowance	\$ 450,000.00
Other Allowance	\$ <u>14,000.00</u>
Total Allowances	\$ <u>464,000.00</u>

We have included the required Bid security as required by the Invitation to Bid in the above Bid Sum. We have included 100% Payment and Performance Bonds in the above Bid Sum.

We have included the original Bid and required additional "public copy" as required by Document 00 20 00 - Instructions to Bidders.

LINE ITEMS:

The following items are included in the above total, and enumerated for the Owner's information only:

FIRE ALARM AND FIRE SAFETY:

FORTY NINE THOUSAND DOLLARS _____ (\$ **49,000.**)
(written, and numerically)

AUDIO/VISUAL COMPONENTS AND SYSTEM
Include all equipment:

ONE HUNDRED FIFTY NINE THOUSAND DOLLARS _____ (\$ **159,000.**)
(written, and numerically)

2. ALTERNATES

Our proposals to modify the above Bid as identified by numbered Alternatives specified in Section 01 20 00 in Division 1 of the Specifications are as follows:

Alt. 01 N Kitchen and Seminar Room
(Add) (circle one) **THREE HUNDRED FIFTY ONE** (\$ **351,000.**)
THOUSAND DOLLARS

(written, and numerically)

Alt.02 Bouldering Wall Allowance

Add **SIXTY THOUSAND AND 00/100** (\$ 60,000.00)
(written, and numerically)

Alt.03 Cladding System

Add / ~~Deduct~~ (circle one) **SEVENTY FOUR THOUSAND** (\$ **74,000.**)
(written, and **DOLLARS** numerically)

Alt.04 Light Wall

~~Add~~ / Deduct (circle one) **SEVENTEEN THOUSAND SIX** (\$ **17,600.**)
(written, and **HUNDRED DOLLARS** numerically)

~~Alt.05~~ Rubber Corridor Tile

~~Add~~ / Deduct (circle one) **FIVE THOUSAND NINE HUNDRED** (\$ **5,900.**)
(written, and **DOLLARS** numerically)

Alt.06 Curtainwall

Add / ~~Deduct~~ (circle one) **TWO HUNDRED THOUSAND DOLLARS** (\$ **200,000**)
(written, and numerically)

Alt.07 Educational Signage

~~Add~~ / Deduct (circle one) **FOURTEEN HUNDRED DOLLARS** (\$ **1,400.**)
(written, and numerically)

3. 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:

- Execute the Agreement subject to compliance with required State regulatory agency approvals as described in the Invitation to Bid.
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.
- 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 as damages 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.

4. CONTRACT TIME

If this Bid is accepted, we will achieve **Substantial Completion of the Work by November 2, 2012**. We have included any and all premium time or additional staffing required to accommodate this schedule.

Liquidated Damages, Time is of the Essence:

If we fail to achieve certification of Substantial Completion at the expiration of the agreed upon Contract Time indicated above, we acknowledge that we will be assessed Liquidated Damages for each calendar day the project continues to be in default of Substantial Completion, as follows: **\$ 1,000.00 per calendar day**.

5. REQUIREMENT FOR LICENSE NUMBER

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

LICENSE NUMBER: 10484

6. 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 11-8-11.

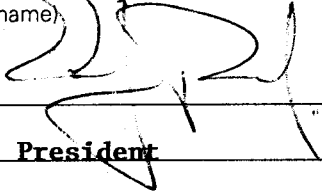
Addendum No. 2, dated 11-15-11.

Addendum No. 3, dated 11-21-11, etc.

Addendum No. 4 dated 11-23-11

7. BID FORM SIGNATURE(S)

~~E. W. BURMAN, INC.~~
(Bidder's name)

By:  Edward W. Burman, Jr.

Title: President

Corporate Seal:

END OF DOCUMENT

DOCUMENT 00 45 00 BIDDER'S QUALIFICATION FORM

This Bidder's Qualification Form is included as an integral part of the Bid documents, for use in evaluating the qualifications of Contractors.

Failure of the announced low numerical bidder to respond with relevant information to the stated requirements of this Document 00 45 00, may disqualify that bidder from further consideration as a bidder on the Project.

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

SUBMITTED TO: **University of Rhode Island and Purchasing Department**
ADDRESS: **Dining Services Center, 581 Plains Road, Suite 3, Kingston, RI 02881**

SUBMITTED BY: **E. W. BURMAN, INC.**

NAME: **Edward W. Burman, Jr.** Corporation

ADDRESS: **33 Vermont Avenue** Partnership

Warwick, RI 02888 Individual

PRINCIPAL OFFICE: **Same** Joint Venture

Other

NAME OF PROJECT: **URI WELLNESS AND FITNESS CENTER**

TYPE OF WORK (file separate form for each classification of work)

General Construction H.V.A.C.

Plumbing Electrical

Other (please specify)

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? **Forty Seven Years**

1.2 How many years has your organization been in business under its present name: **Forty Seven Years**

1.2.1 Under what other or former names has your organized operated? **None**

If your organization is a corporation, answer the following:

- 1.3.1 Date of incorporation: **September 1964**
1.3.2 State of incorporation: **Rhode Island**
1.3.3 President's name: **Edward W. Burman, Jr.**
1.3.4 Vice-president's name (s)

- 1.3.5 Secretary's name: **Thomas M. Burman**
1.3.6 Treasurer's name: **Paul F. Burman**

1.4 If your organization is a partnership answer the following:

- 1.4.1 Date of organization:
1.4.2 Type of partnership (if applicable):
1.4.3 Names (s) of general partners:

- 1.51 If your organization:
1.5.2 Name of owner:

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

2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do Business and indicate registration of license numbers, if applicable: **RI Contractors License Number 10484**
- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

3. EXPERIENCE

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

Rough and finish carpentry, selective demolition, concrete and drywall

3.2 Claims and suits. (If the answer to any of the questions below is YES, please attach details)

3.2.1 Has your organization ever failed to complete any work awarded to it? **No**

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? **No**

- 3.2.3 Has your organization field any law suits or requested arbitration with regard to construction contracts within the last 5 years?

No

- 3.3 Within the last 5 years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is YES, please attach details).

No

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

- 3.4.1 State total work of work in progress and under contract

See attached sheets

- 3.5 On a separate sheets, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See attached sheets

- 3.5.1 State average annual amount of construction work performed during the past 5 years.

See attached sheets

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

4. REFERENCES

- 4.1 Trade References:

L. Sweet Lumber 709 Harris Avenue Providence, RI 02902
Kamco Supply 49 Sockanosset Crossroad Cranston, RI 02910
Ruggieri Flooring Inc. 1191 Pontiac Avenue Cranston, RI 02920
DiGregorio Concrete, 23 Business Park Drive, Smithfield, RI 02917

- 4.2 Bank References:

Washington Trust Company 10 Weybosset Street Suite 100
Providence, RI 02903

4.3 Surety:

4.3.1 Name of bonding company:

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

4.3.2 Name and address of agent:

**Cormack-Routhier Agency, Inc.
One Harry Street
Cranston, RI 02907**

5. FINANCING

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

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

Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, Accrued income, deposits, materials inventory, and prepaid expenses):

Net fixed assets;

Other assets;

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

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

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

5.1.3 Is the attached financial statement for the identical organization named on Page 1?

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

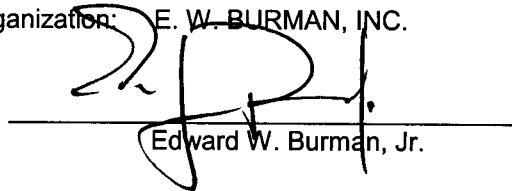
5.2 Will the organization whose financial statement is attached act as guarantor of the contractor of construction?

6. SIGNATURE

6.1 Dated at this 1st day of December 2011

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

By:


Edward W. Burman, Jr.


Title: President

6.2

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

Subscribed and sworn before me this 1st day of December 2011

Notary Public:


Ann M. Saccoccia

My Commission Expires: July 14, 2013

END OF DOCUMENT

URI WELLNESS AND FITNESS CENTER
WILLIAM KITE ARCHITECTS, INC.
KITE Project No. 0819

June 20, 2011

DOCUMENT 00 43 00 - BID SECURITY FORM

Know all men by these presents, that we E. W. Burman, Inc., 33 Vermont Ave., Warwick, RI 02888
(insert name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183 (insert name and address or legal title of surety)

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 Owner as defined in the Contract Documents for URI Project #0819 as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the amount

of the accompanying bid (\$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

URI WELLNESS AND FITNESS CENTER, KINGSTON, RHODE ISLAND

(insert full name, address and description of project)

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 22nd day of November, 2011
E, W, BURMAN, INC.

BY: [Signature] _____
Principal Title

Ann M Saccoccio _____
Witness Title

[Signature] _____
Witness

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety
BY: Phyllis A. Nigris _____
Phyllis A. Nigris, Attorney-in-Fact

END OF DOCUMENT

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. 004406458

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

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

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of July, 2011.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 11th day of July, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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 22nd day of November, 20 11.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
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. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.