State of Rhode Island and Providence Plantations Contract Offer

RIVIP GENERATED BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number:	7449594A3
Bid/RFP Title:	DEMOLITION OF THE LINCOLN MAINTENANCE FACILITY - ADDENDUM 3 (2 PGS)
Opening Date & Time:	4/27/2012 11:00 AM
RIVIP Vendor ID #:	6755
Vendor Name:	Tower Construction Corp.
Address:	2158 Plainfield Pike Cranston, RI 02921 USA
Telephone:	(401) 943-0110
Fax:	(401) 944-4041
E-Mail:	info@tower.necoxmail.com
Contact Person:	Al Poulos
Title:	Project Manager
R.I. Foreign Corp #:	

REVISED NOTICE TO VENDORS

Effective January 1, 2012 all public works projects related bids or proposals exceeding SEVEN HUNDRED FIFTY THOUSAND ($750,000) 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 SEVEN HUNDRED FIFTY THOUSAND ($750,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal that exceeds SEVEN HUNDRED FIFTY THOUSAND ($750,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. Additionally, proposals submitted for a Master Price Agreement, when the total amount potentially may exceed SEVEN HUNDRED FIFTY THOUSAND ($750,000) dollars and the solicitation expressly requires any or all vendors to submit a public copy, must include a copy to be available for public inspection. For further information, please see RI Gen Laws §37-2-18(j) and State of RI Procurement Regulations at http://purchasing.ri.gov/rulesandregulations/rulesandregulations.aspx. Please see Question #11 below for further instructions regarding RIDOT Highway and Bridge construction projects.

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

SECTION 2 - REQUIREMENTS

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

Section 2.1 - RULES FOR SUBMITTING OFFERS

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

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

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

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

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

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

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

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

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

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

2.4.2 (a) Apprenticeship. Rhode Island General Laws §37-13-3.1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars ($1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the Department of Labor and Training.

2.4.2(b) In addition to executing this certification, the general contractor shall be responsible for requiring that all subcontractors on the awarded project certify their compliance with R.I. Gen. Laws §37-13-3.1 prior to allowing the subcontractor to commence work on the awarded project. The general contractor shall be responsible for submitting the subcontractors' compliance certification to the Division of Purchases after the contracts are finalized between the contractor and subcontractor.

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

SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.
3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

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

SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

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

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

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

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

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

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

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

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

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

SECTION 5 – CERTIFICATIONS AND DISCLOSURES
ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS
Offerors must respond to every disclosure statement.
A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

N 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).

N 2. Has your firm (or any principal) been fined more than $5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?

Y 3. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.

Y 4. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".

Y 5. I/we certify that the above vendor information is correct and complete.

Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.

Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.

Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

Y 9. I/we acknowledge that the provisions and procedures set forth in this three-page form apply to any contract arising from this offer.

Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.

Y **11. NEW REVISED REQUIREMENT-IMPORTANT!!! I/we hereby acknowledge that I/we understand that effective January 1, 2012 all public works related project bids or proposals exceeding SEVEN HUNDRED FIFTY THOUSAND ($750,000) dollars, inclusive of all proposed alternates, must include a "public copy" as required by RI Gen Laws § 37-2-18(j) and the State Procurement Regulations. It is further understood that any bid or proposal in excess of SEVEN HUNDRED FIFTY THOUSAND ($750,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive.**

RIDOT Highway and Bridge Public Works related projects utilizing Quest Lite program only – Effective immediately, submission to the Division of Purchases of a duplicate original of a vendor's Quest Lite compatible electronic copy on a readable compact disk shall satisfy the statutory "public copy" requirements. Quest Lite software is defined in the Division of Purchases "State Procurement Regulations" §12.102.05 (Preparation of Proposal).

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

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

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

Date April 27, 2012

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

Sal Torregrossa, President
Print Name and Title of company official signing offer

Revised: 12/20/2011

BID FORM

BID No. 7449594

TO: State of Rhode Island
Department of Administration
Division of Purchases
One Capitol Hill
Providence, R.I. 02908-5859

PROJECT: Demolition of the Lincoln Maintenance Facility & Construction of a New Salt Storage Building

Having examined the Maintenance Facility Site on Washington Highway in the Town of Lincoln, the Instructions to Bidders and the Contract Documents prepared by GRA, Inc. & Franco Associates for the above referenced Project, the undersigned bidder agrees to enter into a contract and perform all the work described in the specifications and shown on the drawings, for the following lump sum and unit prices.

SUBMITTED BY: Name, Tower Construction Corp.

(Include address, Tel. No. 2158 Plainfield Pike, Cranston, RI 02921

And License No. as applicable) 401.943.0110

RI License No. 1387

DEMOLITION OF THE LINCOLN MAINTENANCE FACILITY & CONSTRUCTION OF A NEW SALT STORAGE BUILDING

Item No.	Unit Measure/ Unit Price	Quantity	Description of Item LS Bid in Words	Lump Sum (In Figures)
1.	LS	NA	Demolition & Site Preparation	
At	Twenty Nine Thousand Dollars			$ 29,000.00
2.	LS	NA	Disposal of Solid Waste	
At	Twenty Seven Thousand Dollars			$ 27,000.00
3.	LS	NA	Management of Misc. Hazardous & Universal Waste	
At	Eighteen Thousand Dollars			$ 18,000.00
4.	LS	NA	Asbestos Abatement – Building #2, Main Garage/Office	
At	Two Thousand, Three Hundred Dollars			$ 2,300.00
5.	LS	NA	Asbestos Abatement – Building #3, Small Garage Building	
At	Two Thousand, Nine Hundred Dollars			$ 2,900.00
6.	Tons	30	Management of Contaminated Soils – Type 1	
At	$ 100. per Ton = Three Thousand Dollars			$ 3,000.00

DEMOLITION OF THE LINCOLN MAINTENANCE FACILITY & CONSTRUCTION OF A NEW SALT STORAGE BUILDING

Item No.	Unit Measure/ Unit Price	Quantity	Description of Item LS Bid in Words	Lump Sum (In Figures)
7.	Tons	100	Management of Contaminated Soils – Type 2	
At	$ 70. per Ton =		Seven Thousand Dollars	$ 7,000.00
8.	Tons	20	Management of Contaminated Soils – Type 3	
At	$ 400. per ton =		Eight Thousand Dollars	$ 8,000.00
9.	LS	NA	Misc. Elec. Sys., Demo. & New Service Installation	
At			Seventy One Thousand Dollars	$ 71,000.00
10.	LS	NA	Stormwater Drainage, Site Work and Asphalt Paving	
At			Four Hundred Seventy Five Thousand Dollars	$475,000.00
11.	LS	NA	UST System, Misc. Elec. & Equip. Relocation	
At			Thirty Five Thousand Dollars	$ 35,000.00
12.	LS	NA	Salt Storage Facility Building, Design & Construction	
At			One Million, Two Hundred Sixty Eight Thousand, Six Hundred Dollars	$ 1,268,600.00

TOTAL – (ITEMS 1 through 12) $ 1,946,800.00

One Million, Nine Hundred Forty Six Thousand, Eight Hundred Dollars **Dollars**
(Written In Words)

The above lump sum and unit prices shall include all labor, materials, overhead, inspection, insurance and profit required for the demolition of the existing maintenance facility and design and construction of the new salt storage building complete, operational and accepted. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

AWARD:
The basis of award for this contract shall be based on the TOTAL OF ITEMS 1 through 12 as shown above. Bidder understands that State of Rhode Island reserves the right to reject any or all bids, and to waive any informalities in the bidding. The Bidder understands that no contract will be awarded except to responsible bidders capable of performing the type of work contemplated.

CONTRACT TIME:
If this bid is accepted, we will commence design and administrative work within ten days of the notice to proceed and construction activities on May 15, 2012. Further we will complete the work on or before October 15, 2012.

ADDENDA:
The following Addenda have been received. The noted modifications to the bid documents have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated April 13, 2012

Addendum No. 2, dated April 16, 2012

Addendum No. 3, dated April 20, 2012

ACCEPTANCE:
This Bid shall be irrevocably open to acceptance for 90 days from the Bid closing date. If this Bid is accepted by the Owner within 90 days, the bidder will, (1) Execute the agreement subject to compliance with required State regulatory agency approvals as described in the Invitation to Bidders, (2) Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders and (3) Commence work within seven (7) days after receipt of a Purchase Order.

If this bid is accepted within 90 days, and the bidder fails to commence work, or fails to provide the required bond (s), the security deposit shall be forfeited as damages to the Owner by reason of said failures. The forfeited damages shall be limited to the lesser of the value of the security deposit, or of the difference between this bid and the bid upon which the Contract is signed.

In the event the bid is not accepted within 90 days, the required security deposit shall be returned to the undersigned, in compliance with the provisions of the "Instructions to Bidders'; unless a mutually satisfactory arrangement is made in writing for its retention and validity for an extended period of time.

The undersigned has included the required Bid Security in compliance with the Instructions to Bidders and downloaded the BIDDERS CERTIFICATION COVER FORM and have emailed the completed form and answered question #11.

BID FROM SIGNATURES:

Bidder's Name (Printed or Typed) Tower Construction Corp.

CORPORATE SEAL

By: (Signature)

Title: President

License No. 1387

Request for Quote

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

CREATION DATE : 13-APR-12
BID NUMBER: 7449594,1
TITLE: DOT LINCOLN FACILITY - DEMOLITION AND CONSTRUCTION OF NEW SALT STORAGE BUILDING

BLANKET START : 01-MAY-12
BLANKET END : 31-DEC-12
BID CLOSING DATE AND TIME:27-APR-2012 11:00:00

BUYER: Hill Lisa
PHONE #: 401-574-8118

BILL TO
DOT ACCOUNTS PAYABLE
TWO CAPITOL HILL, RM 243
SMITH ST
PROVIDENCE, RI 02903
US

SHIP TO
DOT MAINTENANCE BUSINESS OFFICE
360 LINCOLN AVE
WARWICK, RI 02888
US

Requistion Number: 1261735
Amendment Description: THERE WILL BE A SITE VISIT ON APRIL 18TH @ 8:30 AM.

ALSO ATTACHED ARE THE PRE-BID ATTENDANCE SHEETS

Line	Description	Quantity	Unit	Unit Price	Total
1	DOT; DEMOLITION OF DOT LINCOLN FACILITY & CONSTRUCTION OF NEW SALT STORAGE BUILDING PER ATTACHED SPECS	1 00	Each		

Delivery: _____

Terms of Payment: _____

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed The signed Certification Cover Form must be attached to the front of the offer

Contract Terms and Conditions

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BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **TOWER CONSTRUCTION CORP.**
2158 PLAINFIELD PIKE CRANSTON, RI 02921
(Here insert full name ,and address or legal title of Contractor)
as Principal, hereinafter called the Principal, and
NORTH AMERICAN SPECIALTY INSURANCE COMPANY
650 ELM STREET MANCHESTER, NH 03101
a corporation duly organized under the laws of the State of **NEW HAMPSHIRE**
as Surety, hereinafter called the Surety, are held and firmly bound unto
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS ONE CAPITOL HILL, PROVIDENCE, RI 02908
(Here insert full name ,and address or legal title of Owner)
as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount bid ($ 5%)** 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 **Demolition & Construction of Salt Storage Facility - DOT Lincoln Facility**
(Here 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 **27th** day of **April, 2012.**

TOWER CONSTRUCTION CORP.

(Principal) (Seal)

Paula M Lisa
(Witness)

President
(Title)

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

(Surety) (Seal)

(Witness)

Shelly L. Andrade
(Title)
Shelly L. Andrade, ATTORNEY-IN-FACT

AIA DOCUMENT A310 BID BOND AIA ® FEBRUARY 1970 ED THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W. WASHINGTON, D.C. 20006
WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

WILLIAM F. HERTEL, JOSEPH A. SERVANT, DANIEL PECK,
JAMES L. MASTORS and SHELLY L. ANDRADE
JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By _____
David M. Layman, Senior Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 27th day of February, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 27th day of February, 2012, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

"OFFICIAL SEAL"
DONNA D. SKLENS
Notary Public, State of Illinois
My Commission Expires 10/06/2015

Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of April, 2012.

James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company