State of Rhode Island and Providence Plantations Contract Offer

RIVIP GENERATED BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number:	7457832A1
Bid/RFP Title:	RENOVATIONS & EXPANSION OF EMERGENCY MANAGEMENT AGENCY, MILITIA - ADDENDUM 1 (7 PGS)
Opening Date & Time:	8/28/2012 1:45 PM
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 August 28, 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

DOCUMENT 00300

BID FORM

Date: August 28, 2012

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

Project: Renovations and Expansion of the Emergency Management Agency (EMA) Emergency Operations Center (EOC) for the Rhode Island Army Reserve National Guard Command Readiness Center (CRC), 645 New London Avenue, Cranston, RI.

Submitted By: (include Bidder's address, tel. & FAX nos., and License no. if applicable)
Tower Construction Corp.
2158 Plainfield Pike, Cranston, RI 02921
401.943.0110 / 401.944.4041

1. BID

Having examined the Place of the Work and all matters referred to in the "Instruction to Bidders" and "Supplementary Instructions to Bidders", and in the Contract Documents prepared by the Architect, Castellucci, Galli Corporation, for the above mentioned project, we the undersigned, hereby propose to enter into Contract to perform the Work for the sum of
One Million, Four Hundred Forty Five Thousand Dollars ($1,445,000.00
(written, and numerically)

We have included the following Allowance(s) from Division 1, Section 01020 of the Specifications in the above Bid Sum:

A. Telephone & Voice Teleconferencing Systems Allowance: ---------- $ 8,000.00
B. Security Systems Allowance: ---------- $ 8,000.00
C. Building & Site Identifying Devices Allowance: ---------- $ 6,000.00
D. Software Support Allowance: ---------- $ 6,000.00
E. CCTV Systems Allowance: ---------- $ 8,000.00
F. Testing Allowance: ---------- $ 6,500.00

We propose to modify the above Bid sum by the following amounts, as identified by numbered Alternates specified in Section 01100 of the Technical Specifications, and as may be selected by the Owner.

Alternate No. 1, Eliminate Re-Roofing Over EMA:

DEDUCT: $ 150,000.00

We propose the following Unit Prices for specific portions of the Work as listed below:

Contractor's Unit Price Note: The following Unit Prices are intended to provide the Owner with predetermined prices should changes to the Base Bid Contract be required. The Owner reserves the right to include any Unit Price Item for adding or deleting work. The Contractor agrees to modify his Base Bid by the shown amount. The prices herein established, include the net cost plus overhead and profit.

1. Add to or deduct from the Base Bid Price, the cost to provide new 3" bituminous paving and related work in accordance with these contract documents.

   ALLOW: $ 30.00 /sq. yd. including demo. of existing paving

   ALLOW: $ 25.00 /sq. yd. excluding demo. of existing paving

2. Add to or deduct from the Base Bid Price, the cost to provide new 1-1/2" bituminous cap and related work over existing bituminous paving in accordance with these contract documents.

   ALLOW: $ 20.00 /sq. yd.

3. Add to the Base Bid Price, the cost to provide reinforced concrete paving per applicable sections of Division 3 and applicable drawing details.

   ALLOW: $ 50.00 /L.F. of 5' wide reinforced concrete walk

   ALLOW: $ 10.00 /sq. ft. of concrete paving

4. Add to or deduct from the Base Bid Price, the cost to provide the washing and waterproofing of masonry in accordance with Section 07176 of the project manual.

   ALLOW: $ 3.50 /sq. ft.

5. Add to or deduct from the Base Bid Price, the cost to provide the aluminum pipe rail system in accordance with Section 05720 of the project manual and applicable details on the drawings.

   ALLOW: $ 75.00 /L.F.

6. Add to or deduct from the Base Bid Price, cost for the following work:

Item	Unit	ALLOW
a. General earth excavation by machine – 15' deep or less/O.S.H.A. regulations	cu. yd.	$ 25.00
b. Hand earth excavation to 5 ft. depth	cu. yd.	$ 40.00
c. Hand earth excavation per foot of depth below 5 ft./O.S.H.A. regulations (add to item .b above for each additional foot of depth)	cu. yd.	$ 50.00
d. Trench and pit earth excavation including backfilling by machine in dry (depth 6' or less)	cu. yd.	$ 25.00
e. Compacted gravel borrow in place (placed by power equipment)	cu. yd.	$ 30.00
f. Trench rock excavation, disposal on site within 1/2 mile	CY	$ 200.00
g. Open rock excavation, disposal on site within 1/2 mile	CY	$ 150.00

We have included the required Bid security in compliance with the "Invitation to Bid".

2. ACCEPTANCE

This Bid shall be irrevocably open to acceptance for 60 days from the Bid closing date. If this Bid is accepted by the Owner within 60 days, we will:

Execute the Agreement subject to compliance with required State regulatory agency approvals as described in the "Invitation to Bidders".

Furnish the required bonds in compliance with amended provisions of the "Instructions to Bidders".

Commence Work upon receipt of Purchase Order.

If this Bid is accepted within 60 days, and we fail to commence the Work, or we fail to provide the required bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount 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 our Bid is not accepted within 60 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.

3. CONTRACT TIME

If this Bid is accepted, we will achieve Substantial Completion of the work in 210 (two hundred ten) calendar days from receipt of a Purchase Order. Final completion of the work shall be 30 (thirty) calendar days, thereafter. Total contract time shall be 240 (two hundred forty) calendar days.

4. 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 8.20.12
Addendum No. 2, dated _____, etc.

5. BID FORM SIGNATURES

Tower Construction Corp.
(Bidder's name)

By: _____

Title: Sal Torregrossa, President

Corporate Seal:

END OF DOCUMENT

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 Dollars ($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 **Renovations and Expansion of Emergency Management Agency, Militia**
(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 **28th** day of **August, 2012.**

TOWER CONSTRUCTION CORP.

(Principal) (Seal)

President

(Title)

(Witness)

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

(Surety) (Seal)

(Witness)

(Title)
William F. Hertel, 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,

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 9th of May, 2012:

"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, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By _____
David M. Layman, 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 26th day of June, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 26th day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, 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, Jeffrey Goldberg, 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 28th day of August, 2012.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

AIA® Document A305™ – 1986

Contractor's Qualification Statement

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

SUBMITTED TO State of Rhode Island, Department of Administration

SUBMITTED BY:

NAME: Tower Construction Corp.

ADDRESS: 2158 Plainfield Pike, Cranston, RI 02921

PRINCIPAL OFFICE: Sal Torregrossa

[X] Corporation
[ ] Partnership
[ ] Individual
[ ] Joint Venture
[ ] Other

NAME OF PROJECT *(if applicable)* Renovations & Expansion of Emergency Management Agency, Militia

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

[X] General Construction
[ ] HVAC
[ ] Electrical
[ ] Plumbing
[ ] Other (please specify)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 27

§ 1.2 How many years has your organization been in business under its present business name? 27

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

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

§ 1.3.1 Date of incorporation: 1985

§ 1.3.2 State of incorporation: RI

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

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

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

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(1733785196)

§ 1.3.3 President's name: Salvatore Torregrossa
§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name: Salvatore Torregrossa
§ 1.3.6 Treasurer's name Salvatore Torregrossa

§ 1.4 If your organization is a partnership, answer the following:
§ 1.4.1 Date of organization:
§ 1.4.2 Type of partnership (if applicable):
§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:
§ 1.5.1 Date of organization:
§ 1.5.2 Name of owner:

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

§ 2. LICENSING

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

RI License #1387, MA # 103881 CT

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

RI

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.
02200 Demolition
03000 Concrete
05000 Steel
06100 Carpentry
09900 Painting
09250 Gypsum/Metal Framing

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

NO

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

NO

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

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

NO

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

Fine Arts Building – URI	State of RI	Hughes Associates	$1,087,000.00	90%	2/12
Carothers Library – URI	State of RI	Durkee Brown	$ 795,000.00	50%	3/12
We Proudly Brew	Johnson & Wales	Lamborghini/Feibelman	$ 147,500.00	95%	1/12
RIC – Fire Code Upgrade	State of RI	Hughes Associates	$4,087,000.00	90%	2/12
DOA Information Tech	State of RI	SMMA	$4,087,000.00	10%	2/12
DOA Cannon Building	State of RI	RGB	$ 394,000.00	10%	5/12
MATOC – RING	State of RI	In House		10%	4/12
CCRI – Steel Platforms	State of RI	In House	$ 154,000.00	90%	4/12

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

$6,500,000.00

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

Cranston H.S. West	City of Cranston	Engitek, Inc.	$506,100.00	2010	50%
RI DOT – Steel Building	RI DOT	State of RI – DOT	$133,400.00	2010	80%
5th Avenue Duplex	Narr. Affordable Hous.	Edward Rowse Arch.	$354,000.00	2010	60%
Dominica Manor	Providence Housing	Brewster Thornton	$203,307.20	2010	100%
Willow Tree – Office	Willow Tree Poultry Farm	Ed Wojcik Architects	$369,780.00	2010	60%
What Cheer Garage	RISD	Ed Wojcik Architects	$396,500.00	2010	40%
Crestwood Country Club	Crestwood Country Club	Durkee Brown	$199,750.00	2010	60%
RISD – Domino's Bldg.	RISD	Ed Wojcik Architect	$472,400.00	2006	60%
URI Fayerweather/Gorham	State of RI	Ed Rowse Architects	$759,900.00	2007	50%
Levy Ice Rink	Town of Burriville	Saccoccio & Assoc	$466,900.00	2007	25%
JWU Paramount Bldg.	J&W University	Ed Rowse Architects	$375,000.00	2007	50%
South Kingstown Aud.	SK School Dept	Rory Marty	$425,800.00	2008	50%
Barrington Schools	Barrington School Dept.	T. Lonardo & Associates	$508,400.00	2008	90%
Martins Recreation	City of Newport	Gregg Grimshaw	$463,105.00	2008	75%
URI Tyler Hall	State of RI	Paul DePace	$1,272,900.00	2008	50%
Schofield Armory	State of RI	L A Torrado Architects	$979,500.00	2008	50%
JWU Computer Center	J&W University.	Brian Lanoie	$712,115.00	2008	50%
St. Clare's Church	RI Catholic Diocese	T. Lonardo & Associates	$2,434,907.00	2009	50%
URI Visitor's Center	State of RI	Lamborghini/Feibelman	$169,900.00	2009	60%
RI State House	State of RI	Haynes/deBoer Associates	$157,000.00	2009	90%
Cranston H.S. West	City of Cranston	Ed Wojcik Architect Ltd.	$107,958.00	2009	40%
JWU Xavier Hall	J&W University	Brian Lanoie	$120,637.00	2009	70%
CCRI Gym Partitions	State of RI	Ray DeAngelis	$158,300.00	2009	50%
Marian J. Mohr Library	Town of Johnston	T. Lonardo & Associates	$2,584,000.00	2011	30%
URI Meade Stadium	State of RI	Lamborghini/Feibelman	$661,200.00	2011	75%
Rolo Building	J&W University	Odeh Engineers	$500,000.00	2011	50%
Fire Code Upgrades-7 Bldgs	RI College	Hughes Associates	$429,000.00	2011	30%
National Grid	National Grid	In House	$250,000.00	2011	75%

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

$4,550,000.00

(Paragraphs deleted)

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

Salvatore Torregrossa	Owner
Al Poulos	Project Manager
Paula Lisa	Assistant Project Manager
David Aucone	Superintendent
Sheila Matano	Office Manager

§ 4. REFERENCES

§ 4.1 Trade References:

NES Rentals	401-434-5530
Kamco Building Supply	401-463-5266
Contractors Supply	401-434-4300
Columbus Door Company	401-781-7922

§ 4.2 Bank References:

Citizens Bank	Providence, RI

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

North American Specialty Insurance Co.

§ 4.3.2 Name and address of agent:

Mastors & Servants Ltd.
5700 Post Road
East Greenwich, RI 02818

§ 5. FINANCING

§ 5.1 Financial Statement.

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

Note: Will furnish if required at time of contract

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);

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

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

Sansiveri, Kimball & McNamee, L.L.P.
55 Dorrrance Street
Providence, RI 02903

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

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

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

Yes

§ 6. SIGNATURE

§ 6.1 Dated at this 28th day of August 2012

Name of Organization: Tower Construction Corp.

By: Salvatore Torregrossa

Title: President

§ 6.2

Mr. Sal Torregrossa 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 on this 28th day of August, 2012

Notary Public: Paula M Lisa

My Commission Expires: May 31, 2015

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